

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the “**Agreement**”), is made and entered into by and between **KRISTY HINES HASKIN** and **DAVE HASKIN**, her husband, (“**Seller**”), and _____, (“**Buyer**”). This Agreement shall be dated and effective upon the signature of all Parties to this Agreement (the “**Effective Date**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**”, and collectively as the “**Parties**”.

RECITALS

A. Seller owns certain real property located in Clark County, Missouri, as further described as follows:

A tract of land being part of the Southeast Quarter of Section 12 and the Northeast Quarter of Section 13 Township 63 North, Range 9 West of the Fifth Principal Meridian, Clark County, Missouri, being more particularly described as follows: Commencing at a #5 rebar set at the Southeast corner of said Southeast Quarter; thence North 89 degrees 07 minutes 48 seconds East along the South line of said Southeast Quarter a distance of 25.00 feet to a #5 rebar set and the True Point of Beginning; thence South 01 degrees 39 minutes 35 seconds West a distance of 275.51 feet to a #5 rebar set on the Northerly right-of-way of Missouri Route A; thence North 53 degrees 27 minutes 41 seconds West along said Northerly right-of-way a distance of 1547.56 feet to a #5 rebar set on the West line of the East half of said Southeast Quarter; thence North 01 degrees 44 minutes 36 seconds East along said West line a distance of 923.78 feet to a #5 rebar set; thence leaving said West line South 89 degrees 38 minutes 10 seconds East a distance of 1268.54 feet to a #5 rebar set; thence South 01 degrees 39 minutes 35 seconds West a distance of 1561.93 feet to the True Point of Beginning, containing 40.22 acres more or less. All as per Survey #24-0232 as made in February 2025 by Norman D. Ellerbrock, Missouri Professional Land Surveyor #2001011921.

The real property and all improvements, are collectively referred to herein as the “**Real Estate**.”

B. Buyer desires to purchase, and Seller desires to sell, the Real Estate on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other valuable consideration. Buyer and Seller agree to the above recitals and as follows:

SECTION 1. **SALE OF REAL ESTATE**. The foregoing recitals are confirmed by the Parties hereto as true and correct and are incorporated herein by reference. Seller agrees to sell, and Buyer agrees to purchase, the Real Estate, for the purchase price described immediately below, and in accordance with and subject to the terms and conditions contained herein.

SECTION 2. **PURCHASE PRICE AND PAYMENT**. It is understood and agreed that the purchase price for the Real Estate shall be \$ _____ (the “Purchase Price”), with earnest money in the amount of \$ _____ (the “Earnest Money”) payable at the time of the execution of this Agreement to Oak Hills Title Company. This Agreement is not contingent upon the Buyer obtaining financing or any other Buyer contingencies. If Buyer is unable to close due to insufficient funds or otherwise, Buyer will be in default and all sums theretofore paid shall be kept and retained by Seller as liquidated damages, it being agreed that actual damages are difficult, if not impossible, to ascertain.

SECTION 3. **TITLE INSURANCE**. Seller shall deliver to Buyer, a commitment to issue an Owner's Policy of Title Insurance issued by Oak Hills Title Company, 309 Lewis Street, Canton, Missouri 63435, in the amount of \$ _____, naming Buyer as the insured, written by a title insurance company licensed in Missouri under the provisions of Chapter 381 of the Revised Statutes of the State of Missouri, which policy shall insure the owner's title to be in the condition called for by this contract and which commitment shall provide that said policy shall be issued forthwith after the Seller's deed shall be placed of record. After delivery of said title insurance commitment, Buyer shall have 10 days to examine said title insurance commitment and notify Seller in writing of any objections thereto. If there be any objections, Seller shall, within a reasonable time, furnish to Buyer a new or amended title insurance commitment satisfying any such objections, but if such commitment shall not be furnished within 15 days after said notice, then Buyer, at Buyer's election, may void this contract by written notice to the Seller prior to the furnishing of such commitment, in which case all down-payment paid by the Buyer shall be returned to the Buyer by the Seller. If the title defects are not corrected, or if the failure to furnish said title commitment is due to the fact that the title defects cannot be corrected to the satisfaction of either the Buyer or the

Buyer's examining attorney, then this contract shall be void and the down payment shall be returned to Buyer, unless Buyer gives notice to Seller in writing of Buyer's election to waive such defects.

SECTION 4. **CONVEYANCE OF REAL ESTATE BY SELLER.** Seller shall convey and transfer to Buyer good and merchantable fee simple title to the Real Estate by a General Warranty Deed (the "Deed") delivered at the Closing. The Real Estate shall be conveyed to Buyer subject to the following matters (the "Permitted Exceptions"):

- (i) The lien of all valorem real estate taxes and assessments now due and payable and the ad valorem real estate taxes and assessments not yet due and payable as of the Closing Date (the Parties acknowledging all outstanding and future real estate taxes shall be paid by Buyer pursuant to Section 5 below, and Buyer shall pay the taxes and assessments due for all subsequent years);
- (ii) All local, state and federal laws, ordinances or regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Real Estate;
- (iii) All easements, restrictions, declarations and rights of way existing of record and not otherwise preventing Seller from having good and merchantable title;
- (iv) The standard preprinted form exceptions set forth in an ALTA Owner's Policy of Title Insurance;
- (v) Those mortgages or other liens of record, if any, that will be satisfied in full from the proceeds of sale and released on the Closing Date; and
- (vi) Any other exceptions to title as hereinafter accepted or waived by Buyer pursuant to Section 3 above.

SECTION 5. **REAL ESTATE TAXES.** Real estate taxes for 2025 shall be the responsibility of Buyer.

SECTION 6. **"AS IS" CONDITION.** Buyer acknowledges that it has inspected and carefully examined the Real Estate, and neither Seller nor any other person on behalf of Seller has made or does now make any representations, warranties, or agreements as to value, condition, quality or suitability of said Real Estate for any purpose. **There are no expressed or implied warranties pertaining to the Real Estate.** The Real Estate is being sold "AS IS" and "WITH ALL FAULTS" existing as of the Closing Date, and Seller disclaims any and all express or implied warranties to the Real Estate, and buyer waives all implied warranties as to the Real Estate as of the Closing Date, Buyer acknowledges that no representations, warranties, or guarantees with respect to the condition of the Real Estate have been made by Seller or any agent of Seller.

SECTION 7. **CLOSING AND POSSESSION.**

- (a) The closing of the sale ("**Closing**") shall take place on or before April 17, 2025. The closing shall be conducted at the office of Oak Hills Title Company, 309 Lewis Street, Canton, Missouri 63435.
- (b) The farm will sell free and clear for the 2025 crop year, no current leases are in place. Buyer may have early possession before closing to perform spring tillage/planting with proof of insurance.
- (c) The land will be sold on a price per acre basis, based on surveyed acres.

SECTION 8. **CLOSING COSTS AND OTHER CHARGES.**

- (a) Seller shall be responsible for the cost of preparing the Real Estate Purchase and Sale Agreement.
- (b) Seller agrees to provide Buyer with a Commitment for Title Insurance, with the cost of the Commitment for Title Insurance being paid by Seller.
- (c) Seller shall be responsible for the payment of the premium for the Owner's Policy of Title Insurance.
- (d) Buyer shall be responsible for the costs of appraisal and/or special endorsements to the Title Policy required by Buyer or Buyer's lender, the cost of recording any security instruments required by Buyer's lender, and Buyer's own legal expenses.
- (e) Seller shall be responsible for the cost of preparing the General Warranty Deed.

- (f) Any costs for the preparation and closing of this transaction not otherwise set forth in this Agreement shall be split between Seller and Buyer.

SECTION 9. **CASUALTY AND CONDEMNATION**. If, prior to Closing, the Property or any material portion thereof is destroyed or damaged or taken by eminent domain, Seller shall promptly notify Buyer and Buyer shall have the option of either: (i) canceling this Agreement by delivery of written notice to Seller within twenty (20) days following written notification to Buyer of such damage, destruction or taking, whereupon Title Company shall return to Buyer any and all of the Earnest Money Deposit, together with interest accrued thereon, and both Parties shall be relieved of all further obligations under this Agreement; or (ii) proceed to Closing by paying the Purchase Price and performing all other obligations of Buyer at Closing, whereupon Buyer shall be entitled to (and Seller shall assign to Buyer all of Seller's interest in) all condemnation payments or insurance proceeds (as the case may be), awards and settlements applicable to the Property. In addition, in the event of an insured casualty, Buyer shall receive a credit at Closing equal to any deductible applicable to such insurance.

SECTION 10. **SECTION 1031 LIKE KIND EXCHANGE**. If either party to this contract shall utilize the procedure for deferment of capital gains as set forth in Section 1031 of the Internal Revenue Code, the other party hereby agrees to fully cooperate with all procedures necessary to complete the requirements of IRC Section 1031.

SECTION 11. **BUYER'S REMEDIES AFTER DEFAULT**. In the event Seller fails to fulfill any of its obligations hereunder without any fault on the part of the Buyer, and such failure continues for ten (10) days after written notice of such default is given by Buyer to Seller, Buyer shall have all remedies allowed by this Agreement or otherwise available at law or in equity, including, but not limited to, the cancellation of this Agreement and full refund of the Earnest Money Deposit described in Section 2 above or a proceeding for specific performance against Seller.

SECTION 12. **SELLER'S REMEDIES AFTER DEFAULT**. Buyer and Seller agree that in the event the transaction contemplated by this Agreement should fail to close for any reason other than a default by Seller hereunder, Seller shall be entitled to retain the Earnest Money Deposit described in Section 2 (plus interest accrued thereon, if any), and that Earnest Money Deposit shall constitute liquidated damages to Seller, it being that actual damages are difficult, if not impossible to ascertain.

SECTION 13. **ATTORNEYS' FEES AND LITIGATION EXPENSES**. In the event either Party commences litigation as a result of a breach of this Agreement by the other Party, the prevailing Party in such litigation shall be entitled to receive, in addition to any other relief allowed by the applicable court, an award of its reasonable attorneys' fees, court costs and other reasonable litigation expenses.

SECTION 14. **TIME OF THE ESSENCE**. Time is of the essence of this Agreement. As used in this Agreement, the term "business day" shall mean any day other than a Saturday, Sunday or recognized federal holiday or a recognized state holiday of the State of Missouri. If the last date for performance by either Party under this Agreement occurs on a day which is not a business day, then the last date for such performance shall be extended to the next occurring business day.

SECTION 15. **BROKER**. Each Party represents and covenants to the other that neither has dealt with any broker in the consummation of this Agreement, and each Party shall indemnify and defend the other from any claim arising from the breach of this covenant by the indemnifying Party.

SECTION 16. **NOTICES**. Any notice, consent or approval required or permitted by this Agreement shall be made in writing and shall be deemed given upon (a) hand delivery, (b) one (1) business day after being deposited with Federal Express or another reliable courier service for next day delivery, or (c) three (3) business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, each delivered or addressed, as the case may be, as follows:

To Seller: Mrs. Kristy Hines Haskin
1714 S. Washington Street
Clinton, Missouri 64735

Telephone Number: _____
Email Address: _____

To Buyer: _____

Telephone Number:

Email Address:

Potential Lender:

or to such other address as Seller or Buyer may from time to time specify in writing to the other.

SECTION 17. **SUCCESSORS AND ASSIGNS.** Buyer may assign all of its rights under this Agreement. Buyer shall give written notice of such assignment to Seller and the Title Company, together with such other information needed to prepare the Deed, Title Policy, closing statement, and other documents, at least ten (10) days prior to Closing. Neither Seller nor Buyer may make any other assignments of their respective rights and obligations under this Agreement except with the prior written consent of the other Party. Subject to the other provisions in this Section, this Agreement shall be binding on the Parties and their respective successors and assigns.

SECTION 18. **PARTIAL INVALIDITY.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

SECTION 19. **COUNTERPARTS.** This Agreement may be executed by the Parties in any number of counterparts, including by way of facsimile or PDF, and each of which shall be deemed to be an original and all of which, collectively, shall be deemed to be one and the same instrument.

SECTION 20. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Missouri.

SECTION 21. **ENTIRE AGREEMENT.** The Parties understand and agree that their entire agreement is contained herein and that no warranties, guarantees, statements, or representations shall be valid or binding on a Party unless set forth in this Agreement. It is further understood and agreed that all prior understandings and agreements heretofore had between the Parties are merged into and discharged by this Agreement, which alone fully and completely expresses their agreement. Further, this Agreement is made after full investigation, neither Party relying on any statement or representation not embodied in this Agreement. This Agreement may only be changed, modified, altered, or terminated by a written agreement signed by all of the Parties hereto.

SECTION 22. **CONFIDENTIALITY AND NON-CIRCUMVENTING PROVISION.** Seller and Buyer will each maintain the confidentiality of the terms of (i) this Agreement, (ii) the transaction contemplated hereby, and (iii) all transaction-related documents, except that either party may disclose the terms of this Agreement to its attorneys, lenders, investors, consultants, or advisors. Seller agrees that it shall not (i) solicit or entertain bids, (ii) enter into any negotiation or discussion, or (iii) enter into any agreement regarding the sale or lease of the Property at any time during which this Agreement is in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date set forth opposite of its name below.

Seller:

DATE: _____

KRISTY HINES HASKIN

DAVE HASKIN

Buyer:

DATE: _____

[Please Print Name]

[Please Print Name]