

OFFER TO BUY REAL ESTATE AND ACCEPTANCE – TRACT 1

TO: The Arthur P. De Cook Trust dated March 6, 2023, Seller

The undersigned Buyer hereby offers to buy and the undersigned Seller by its acceptance agrees to sell the real property in Marion County, Iowa, legally described as:

The West $\frac{3}{4}$ of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$; the West $\frac{3}{4}$ of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$; the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; and part of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ described as follows: Commence at a point 10 chains East of the Southwest corner thereof, thence East 4.13 chains, thence North 7.56 chains, thence East 2.42 chains, thence South 7.56 chains, thence East 2.09 chains, thence North 67 $1/2^\circ$ East 2.52 chains, then North 46 $^\circ$ East 4.10 chains, thence North 37 $1/2^\circ$ West 11 chains over the center of the public highway, thence East 12.75 chains to the East line of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, thence North 7.42 chains to the North line of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$, thence West to the Northeast corner of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, thence South to the place of beginning, except easement for wagon road over the North 1 rod of that part of the above described premises lying West of the public highway and except for Parcel C of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 25, Township 76 North, Range 18 West of the 5th P.M., according to Plat of Survey recorded on April 30, 2001, in Book 2001, Page 2362, in the office of the Marion County Recorder; and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; all in Section 25, Township 76 North, Range 18 West of the 5th p.m., subject to public highway. (Legal description per abstract of title.)

together with any easements and appurtenant servient estates, but subject to the existing farm lease, residential lease, any easements of record for public utilities or roads, and any zoning restrictions, if any, herein referred to as the "Property," upon the following terms and conditions:

1. PURCHASE PRICE. The purchase price is \$_____ per acre for 218 acres, which shall be paid as follows:

A. Buyer shall pay a sum equal ten percent (10%) of the purchase price upon execution of this Agreement by both parties, to be deposited and held in trust by Kreykes & Chaplin PLC Trust Account as earnest money, which shall be delivered to Seller at closing; and

B. The balance of the purchase price shall be paid by Buyer to Seller at the time of closing, which shall be on or about December 5, 2025.

2. REAL ESTATE TAXES. A. Seller 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. Seller shall pay its prorated share of the real estate taxes for the current fiscal year prorated to the date of closing. Buyer 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.

C. Buyer shall pay all subsequent real estate taxes.

3. 2025 CROP AND FARM LEASE. This sale does not include the 2025 crop or any rent for the 2025 crop year. Seller has terminated the existing farm lease effective March 1, 2026.

4. RISK OF LOSS AND INSURANCE. Seller shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, Buyer 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 Buyer timely performs all obligations, closing shall occur and possession of the Property shall be delivered to Buyer on or about December 5, 2025, subject to the existing farm lease which expires March 1, 2026. Any adjustments of rent (other than farm rent), insurance, taxes, interest and all charges attributable to the Seller's possession shall be made as of the date of closing. Closing shall occur after approval of title by Buyer's attorney, but prior to possession by Buyer. 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 Buyer under the Agreement.

6. CONDITION OF PROPERTY. A. The Property, including buildings, grounds, and all improvements, if any, will be preserved by the Seller in its present condition until possession, ordinary wear and tear excepted.

B. At closing, Buyer agrees to accept the Property, AS IS with no express or implied warranties. This provision shall survive closing.

7. ABSTRACT AND TITLE. Seller, at its expense, shall promptly obtain an abstract of title to the Property continued through the date of execution of this Agreement by both Seller and Buyer, and deliver it to Buyer's attorney for examination. It shall show merchantable title in Seller in conformity with this Agreement, Iowa law, and the Iowa Land Title Standards. The Seller shall make every reasonable effort to promptly perfect title. If closing is delayed due to Seller's 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 Buyer when the purchase price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or their assignees.

8. SURVEY. Buyer may, at Buyer's expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor.

9. ENVIRONMENTAL MATTERS. Seller warrants to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Seller has done nothing to contaminate the Property with hazardous wastes or substances. Seller warrants that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Seller shall also provide Buyer with a properly executed Groundwater Hazard Statement showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:

- Property is served by a private sewage disposal system.
- A well is located upon the real estate.

The existing private sewage disposal system and well shall be disclosed on the abovementioned Groundwater Hazard Statement.

10. PRIVATE SEWAGE DISPOSAL SYSTEM. Seller and Buyer acknowledge and agree that the Property is served by a private sewage disposal system and that this transfer is exempt from a time-of-transfer inspection as it is a transfer made by a fiduciary in the course of the administration of a decedent's trust under Iowa Code § 455B.172(11)(a)(3).

11. DEED. Upon payment of the purchase price, Seller shall convey the Property to Buyer by Trustee 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 Buyer.

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 Buyer fails to timely perform this Agreement, Seller may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at Seller's option, upon thirty days' written notice of intention to accelerate the payment of the entire balance because of Buyer's default (during which thirty days the default is not corrected), Seller 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 Seller fails to timely perform this Agreement, Buyer has the right to have all payments made returned to them.

C. Buyer and Seller 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. Buyer and Seller 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.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted by Seller and delivered to Buyer on or before the 10th day of September, 2025, this Agreement shall be null and void and all payments made shall be returned immediately to Buyer.

Dated: _____, 2025

BUYER:

_____, Buyer

Address _____

Phone Number _____

Email Address _____

ACCEPTED BY SELLER:

The Arthur P. De Cook Trust dated March 6, 2023

By: _____
Barbara Lester, Trustee

By: _____
Larry De Cook, Trustee

By: _____
Cheryl L. De Cook-Morgan, Trustee

Address for Notice: Kreykes & Chaplin, PLC
700 Main St., Suite 201
Pella, IA 50219