OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Robert Heemsbergen, 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:

Parcel A in the NW ¼ of the SW ¼, Section 3, Township 77 North, Range 21 West of the 5th P.M., in Marion County, Iowa, as described in Plat of Survey recorded as Instrument Number 26-4722 in Book 2026, Page 4722. The Property is part of Parcel No. 2191000000. (Legal description per abstract of title).

together with any easements and appurtenant servient estates, but subject to any easements of record for public utilities or roads, any Conservation Reserve Program agreement(s), 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 $_____ which shall be paid as follows:

A. Buyer shall pay a nonrefundable 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 January 15, 2027.

C. Interest shall accrue at the rate of 5.0% per annum on all delinquent amounts.

2. REAL ESTATE TAXES.

A. Seller shall pay all real estate taxes that are due and payable as of January 15, 2027 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 January 15, 2027. 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. 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.

4. 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 January 15, 2027. Any adjustments of rent, insurance, taxes, interest and all charges attributable to the Seller's possession shall be made as of January 15, 2027. 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.

5. 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.

6. 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.

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

8. 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.

9. 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.

10. 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 of others, if any.

11. I.R.C SECTION 1031 EXCHANGE. Seller or Buyer may choose to transfer the Property pursuant to Internal Revenue Code Section 1031, which sets forth requirements for tax-deferred real estate exchanges. Either party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation title holder for the purpose of completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.

12. 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 shall have 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.

13. 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.

14. 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.

15. 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.

16. 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 of property with a system that was installed not more than two years prior to the date of the transfer under Iowa Code § 455B.172(11)(a)(8).

17. REAL ESTATE AGENT FEES. Seller and Buyer acknowledge Buyer is welcome to utilize the services of a Realtor, Real Estate Agent, or other Agent to assist in the process of purchasing the real estate. Any fees owed to any such agent of the Buyer shall be the Buyer's sole responsibility to pay and payment of said fee shall not come from the Purchase Price.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted by Seller and delivered to Buyer on or before December 9, 2026, this Agreement shall be null and void and all payments made shall be returned immediately to Buyer.

Dated: _____, 2026

BUYER:

_____ _____

_____, Buyer _____, Buyer

Address_____ Email Address _____

Phone Number _____ Attorney _____

ACCEPTED BY SELLER:

Robert Heemsbergen

By: _____
David Heemsbergen, Power of Attorney

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