

FARM AND RANCH PURCHASE AGREEMENT

Broker: Triangle National, LLC (dba Superior Land Auctions), (TREC License Number 9006711) John Thacker "JT" Haynes, Manager; Jennifer Winegarner (Texas Real Estate Salesperson License 664663) Phone: 806.324.7949; Email: info@superiorland.com; Address: 7673 Canyon Drive, Amarillo, TX 79110

Auctioneer: Triangle National, LLC (dba Superior Land Auctions), Charles Thomas "Charlie" Sellers, Sr., Licensed Auctioneer (TDLR License Number AUC -17494 and Texas Real Estate Salesperson License 680231); Phone: 806.324.7949; Email: info@superiorland.com; Address: 7673 Canyon Drive, Amarillo, TX 79110

Seller: Marla D. Buckles Farms, Ltd. – Ms. Marla Buckles,
Scott L. Buckles Farms, Ltd. – Mr. Scott Buckles,
Kristi B. Otto Farms, Ltd. – Ms. Kristi Buckles Otto,
Dana Buckles, dealing in her sole and separate property,
Scott L. Buckles, dealing in his sole and separate property, and
Scott and Dana Buckles, husband and wife dealing in their community property,
all with an address at P.O. Box 209, Stratford, Texas 79084

Buyer: _____

This Farm and Ranch Purchase Agreement (hereinafter referred to as the "Agreement") is a contract whereby Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and provisions hereof, the following described real and personal property:

All or part of the 15,530± acres marketed in the Buckles Farm Multi-Parcel Auction on March 31, 2021 as detailed below and in Exhibit A.

- | | |
|--|--|
| <input type="checkbox"/> Tract 1: 560.4± Acres | <input type="checkbox"/> Tract 9: 844.4± Acres |
| <input type="checkbox"/> Tract 2: 654.6± Acres | <input type="checkbox"/> Tract 10: 492.4± Acres |
| <input type="checkbox"/> Tract 3: 278.72± Acres | <input type="checkbox"/> Tract 11: 162.40± Acres |
| <input type="checkbox"/> Tract 4: 158.70± Acres | <input type="checkbox"/> Tract 12: 622± Acres |
| <input type="checkbox"/> Tract 5: 757.50± Acres | <input type="checkbox"/> Tract 13: 237.2± Acres |
| <input type="checkbox"/> Tract 6: Home on 2.2± Acres | <input type="checkbox"/> Tract 14: 198.97± Acres |
| <input type="checkbox"/> Tract 7: 390.65± Acres | <input type="checkbox"/> Tract 15: 510.27± Acres |
| <input type="checkbox"/> Tract 8: 633± Acres | <input type="checkbox"/> Tract 16: 175.5± Acres |

INITIALS: Buyer: _____ Seller: _____

- ☐ Tract 17: 221± Acres
- ☐ Tract 18: 643± Acres
- ☐ Tract 19: 312.9± Acres
- ☐ Tract 20: 627.14± Acres
- ☐ Tract 21: 636± Acres
- ☐ Tract 22: 553± Acres
- ☐ Tract 23: 560.4± Acres
- ☐ Tract 24: 628± Acres

- ☐ Tract 25: 1477.5± Acres
- ☐ Tract 26: 460.33± Acres
- ☐ Tract 27: 317.8± Acres
- ☐ Tract 28: 158± Acres
- ☐ Tract 29: 1189.2± Acres
- ☐ Tract 30: 722± Acres
- ☐ Tract 31: 271± Acre

together with all fixed improvements and residences, buildings, barns, improvements, all permanently installed and built-in items thereon and therein, and all rights, privileges, and appurtenances pertaining thereto, including but not limited to: irrigation equipment (including but not limited to irrigation wells, pumps, gearheads, engines/motors, center pivot irrigation sprinklers), fuel and fertilizer tanks, water rights, permits, easements, and all rights and obligations of applicable government programs and cooperative or association memberships.

Acreage amounts provided for above are estimates and will be finalized subject to a new survey(s). The Purchase Price will be adjusted utilizing a per acre price if surveyed acreage varies by five (5.0) or more acres, whether more or less, of the published acreage amount. Acreage amounts will be rounded to the second decimal place.

The currently growing wheat crop will convey to Buyer with the surface estate.

The following are not included nor conveyed in this transaction: All government payments (as hereinafter described) and insurance claims accrued or credited to Seller prior to and including the date of Closing, all personal property, equipment and rolling stock, and other property not otherwise affixed to the property.

All the above described property sold under this Agreement is herein collectively referred to as the "Property".

1. Purchase Price. The total Purchase Price is \$_____, comprised of a

High Bid of \$_____, plus, a

Buyer's Premium of \$_____, plus, a

Agriculture Lease deposit of \$_____.

The Purchase price is payable to Seller in cash or immediately available funds at Closing in United States Dollars.

2. Down Payment. Upon the execution of this Agreement by Seller, but not later than one business day after, as a condition precedent to the enforcement of this Agreement, Buyer shall deposit by wire transfer or cashiers check the amount of \$_____ (the "Down Payment") with American Land Title of Amarillo, Texas (the "Title Company"). The Title Company's address is 620 S Taylor St, Suite 104, Amarillo, TX 79101, Telephone (806) 356-1454. The Title

INITIALS: Buyer: _____ Seller: _____

Company is not required to deposit the Down Payment in an interest-bearing account. At Closing, the Down Payment will be applied to the Purchase Price.

THE DOWN PAYMENT IS NON-REFUNDABLE. BUYER AUTHORIZES ESCROW AGENT TO RELEASE AND DELIVER THE DOWN PAYMENT TO SELLER AT ANY TIME WITHOUT FURTHER NOTICE TO OR CONSENT FROM BUYER, AND RELEASES ESCROW AGENT AND TRIANGLE NATIONAL, LLC FROM LIABILITY FOR DELIVERY OF THE DOWN PAYMENT TO SELLER.

3. Closing. Closing will be on or before May 4, 2021. The Closing agent shall be Shawn Walker, American Land Title.
4. No Financing. This Contract is NOT contingent upon Buyer obtaining financing to purchase the Property.
5. Title Commitment. Buyer acknowledges receipt of a title commitment (the "Commitment") covering the Property binding the Title Company to issue a Texas owner policy of title insurance. Buyer will accept title to the Property subject to all exceptions to title shown on Schedule B to the Commitment ("Permitted Exceptions). On or before Closing, all exceptions to title in Schedule C to the Commitment applicable to Seller will be satisfied by Seller so that they are not exceptions to title in the Title Policy.
6. Title Insurance. Seller will furnish Buyer with an owner policy of title insurance (the "Title Policy") issued by the Title Company. The Title Policy will be delivered as soon as possible after the sale is closed. The Title Policy will be in the form prescribed by the Texas State Board of Insurance, dated as of the date of Closing, and issued to Buyer in the amount of the total sales price, guaranteeing Buyer's title to be good and indefeasible subject to the Permitted Exceptions. The cost of the Title Policy will be paid by the Buyer.
7. Conveyance. At Closing, Seller will convey the Property to Buyer by a special warranty deed, subject to the Permitted Exceptions. Seller will provide only the following warranties of title and no other:
 - a. Surface Estate: The surface of any tract or tracts of property sold as a result of this Auction shall be conveyed by a Special Warranty Deed from Seller, warranting title to the surface only, including water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, iron, or other mineral which is surface mineable from the land by, through and under Seller, but not otherwise; and
 - b. Mineral Estate: Seller reserves all of the mineral estate owned by Seller, if any, including all rights of ingress and egress and of reasonable use of the Property, whether implied or not, for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals. Seller retains, and subject to presently existing and valid oil, gas, and mineral leases, the right to reasonable use of water from the Land for the use of the Mineral Estate. No party shall have use of water from Buyer's wells without Buyer's consent. "Mineral Estate" means all rights and interests of any nature in and to the oil, gas, and other minerals in and under and that may be produced from the Property, including but not limited to, any

INITIALS: Buyer: _____ Seller: _____

royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all other related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, iron, or other mineral which is surface mineable from the land.

8. Seller's Closing Costs. Seller shall pay the following Closing costs:
 - a. title curative costs,
 - b. Seller's attorney's fees, and
 - c. Commission and auction fee payable to Auctioneer/Broker.
9. Buyer's Closing Costs. Buyer shall pay the following Closing costs:
 - a. all of the escrow fees,
 - b. tax certificates,
 - c. preparation and recording of special warranty deed,
 - d. title insurance premium,
 - e. survey expense,
 - f. Buyer's attorney's fees, and
 - g. all other expenses not expressly to be paid by Seller herein.
10. Ad Valorem Taxes. Taxes for the current year will be prorated to the Closing date. If this sale or Buyer's use of the Property after Closing results in the assessment of additional taxes, penalties, or interest ("Assessments") for periods prior to Closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to Closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to Closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive Closing.
11. Escrow. The Down Payment is deposited with the Title Company with the understanding that the Title Company (i) is not a party to this Agreement and does not assume or have any liability for performance or non-performance of any party to this Agreement, (ii) has the right to require from all parties a written release of liability of the Title Company which authorizes the disbursement of the Down Payment, and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to deliver promptly the document described in (ii) above, then that party will be liable for attorney's fees. Any refund or payment of the Down Payment under this Agreement will be reduced by the amount of any actual expenses incurred on behalf of the party receiving the Down Payment, and the Title Company will pay the same to the creditors entitled thereto.
12. Auction Commission. Seller, Auctioneer, and Broker have entered into a Public Auction Contract for Sale of Property dated February 9, 2021 and Seller shall pay the Auctioneer and Broker a commission as set forth and provided for therein. Auctioneer has served as the auctioneer and Broker has served as the real estate broker. Auctioneer has conducted the auction to sell the Property. The Title Company is authorized to disburse to the Auctioneer and Broker

INITIALS: Buyer: _____ Seller: _____

the specified commissions from Seller's funds pursuant to the terms set forth in the Public Auction Contract for Sale of Property.

13. Notice to Buyer. According to the terms of the Real Estate License Act of Texas, you, as Buyer, are advised by Broker that Buyer should have the abstract covering the Property examined by an attorney of Buyer's selection, or be furnished with or obtain an owner policy of title insurance.
14. Seller's Remedies. Upon failure of Buyer to comply herewith, Seller may either:
 - a. cancel this Agreement and thereupon the Down Payment shall be applied as provided for in the Public Auction Contract for Sale of Property dated February 9, 2021 by and between Seller, Broker, and Auctioneer; or,
 - b. enforce specific performance hereof; or,
 - c. seek other relief as may be provided by law.
15. Buyer's Remedies. If Seller fails to comply herewith for any reason, except Buyer's default, Buyer may:
 - a. cancel this Contract and thereupon the Down Payment shall be returned to Buyer and there will be no further obligation to be borne, performed, or enforced by any party hereto; or,
 - b. enforce specific performance hereof; or,
 - c. seek other relief as may be provided by law.
16. Attorney's Fees. Any party to this Contract or the Title Company who prevails in any legal proceeding brought under or with relation to this Contract or transaction will be additionally entitled to recover court costs and reasonable attorney's fees.
17. Venue. The venue for any suit brought about for any dispute or breach arising from or under this Agreement shall be in the county and state where the Property is located.
18. Seller Warranty and Representations:
 - a. Sellers are in good standing in the State of Texas and authorized to execute this Agreement and to consummate this transaction contemplated by this Agreement.
 - b. To Seller's knowledge Seller and Seller's agents have complied with all applicable laws, ordinances, regulations and rules (including those of the Farm Service Agency and the Natural Resource Conservation Service of the United States Department of Agriculture) relating to the Property and Seller has not received notice of any violation of any law or governmental regulation or other requirement effecting the Property.

INITIALS: Buyer: _____ Seller: _____

- c. As of the Closing date there will be no liens, assessments or security interests against the Property which will not be satisfied out of the sale proceeds and no party will have any right of first refusal rights or any other contract rights to purchase the Property;
- d. The Property is not now and will not at Closing be subject to any lease, tenancy or occupancy agreement except as specified or provided for herein;
- e. To knowledge of Seller there is no administrative agency action, litigation, condemnation proceeding or legal proceedings of any kind threatened or pending against the Property, and there are no fence or drainage issues, or other disputes with neighbors;
- f. Seller shall deliver the Property to Buyer in its present state and condition upon Closing and shall not cause or initiate any waste or destruction of the Property, any and all acts of God, fire, nature, weather, war, rebellion, insurrection, or other event beyond the reasonable control of Seller notwithstanding.

19. Examination of Property. **BUYER HAS EXAMINED THE PROPERTY TO BUYER'S COMPLETE SATISFACTION AND KNOWS ITS CONDITION. IN PURCHASING THE PROPERTY, BUYER RELIES ONLY ON BUYER'S EXAMINATION AND JUDGMENT, NOT ON THE REPRESENTATION OF SELLER OR ANY OTHER PERSON AS TO VALUE, FUTURE VALUE, CONDITION, SIZE, AGE, USE, ENVIRONMENTAL CONDITION, OR ANY OTHER MATTER. BUYER ACKNOWLEDGES THAT IN SELLING THE PROPERTY, SELLER MAKES NO WARRANTIES OTHER THAN THOSE PROVIDED HEREIN. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING INDEFINITELY.**

20. Property Condition. **BUYER IS PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS AND PROBLEMS OF ANY KIND AND NATURE, KNOWN OR UNKNOWN, PATENT OR LATENT, OF A PHYSICAL, ENVIRONMENTAL, OR LEGAL CONCERN, OR OTHERWISE. THE PURCHASE PRICE REFLECTS THE EXISTING CONDITION OF THE PROPERTY AND ANY DAMAGE OR DETRIMENT OF ANY NATURE BUYER MAY SUFFER, AT ANY TIME AFTER THIS DATE, BY REASON OF THE CONDITION OF THE PROPERTY IS FULLY COMPENSATED FOR BY THE PURCHASE PRICE. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING INDEFINITELY.**

BUYER ACKNOWLEDGES AND UNDERSTANDS THAT NEITHER SELLER NOR BROKER, NOR AUCTIONEER, NOR THE AGENTS OF EACH, MAKE ANY ASSERTIONS OR GUARANTEES AS TO THE CONDITION OF THE PROPERTY. BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THIS AGREEMENT, SELLER MAKES NO WARRANTY OR REPRESENTATION (OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND IN THE DOCUMENTS TO BE EXECUTED AT CLOSING), EXPRESS OR IMPLIED, OR

INITIALS: Buyer: _____ Seller: _____

ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE (OTHER THAN THE SPECIAL WARRANTY OF TITLE WITH RESPECT TO THE PROPERTY), HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF. BY EXECUTING THIS AGREEMENT, BUYER EXPRESSLY REPRESENTS AND WARRANTS TO SELLER, BROKER AND AUCTIONEER, AND THEIR RESPECTIVE AGENTS THAT PRIOR TO TENDERING ANY BID ON ANY OF THE PROPERTY MADE THE SUBJECT OF THIS CONTRACT AT THE AUCTION, THE BIDDER HAS HAD THE OPPORTUNITY TO AND HAS CONDUCTED ANY AND ALL INSPECTIONS, INQUIRIES, AND EXAMINATIONS OF THE PROPERTY THAT ARE MATERIAL TO BUYER'S DECISION TO SEEK TO PURCHASE THE PROPERTY AND HAS FURTHER HAD THE OPPORTUNITY TO, AND HAS CONSULTED WITH ANY ATTORNEY THAT BIDDER CHOOSES, PRIOR TO TENDERING ANY BID AND PRIOR TO SIGNING THIS AGREEMENT. BIDDER ACKNOWLEDGES THAT SELLER WOULD NOT BE WILLING TO SELL THE PROPERTY TO BUYER UNLESS THE FOREGOING DISCLAIMER PROVISIONS WERE INCLUDED IN AND MADE AN EXPRESS TERM OF ALL AGREEMENTS RELATING TO THE SALE OF ANY PROPERTY MADE THE SUBJECT OF THE AUCTION, INCLUDING, WITHOUT LIMITATION, THIS AGREEMENT.

AFTER CLOSING, AS BETWEEN ANY BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS OCCURRING BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER ANY ISSUE, INCLUDING ENVIRONMENTAL ISSUE, WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER, WITH RESPECT TO THE PROPERTY ACQUIRED, INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"), THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA"), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER, BROKER AND AUCTIONEER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF 1) SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVES; 2) THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY; OR 3) UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

21. Notice of Possible Annexation. Pursuant to Section 5.011 of the Texas Property Code, Seller gives Buyer the following notice:

INITIALS: Buyer: _____ Seller: _____

If the property that is the subject of this Contract is located outside the limits of a municipality, the property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the property for further information.

22. Lead Warning. If the Property includes a house, see "Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards as Required by Federal Law" attached hereto and made a part hereof for all purposes.
23. Statutory Tax Districts. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
24. Tide Waters. If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
25. Property Located in a Certificated Service Area of a Utility Service Provider. Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at Closing of purchase of the real property.
26. Public Improvement Districts. If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Subchapter A, Chapter 372, Local Government Code, or Chapter 382. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

INITIALS: Buyer: _____ Seller: _____

27. Texas Agricultural Development District. The property is not located in a Texas Agricultural District. For additional information, contact the Texas Department of Agriculture.
28. Transfer Fees. If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
29. Seller's Disclosure. If the Property includes a house, pursuant to Section 5.008 of the Texas Property Code, Seller has furnished Buyer with a Seller's Disclosure Notice. The Notice was given to Buyer because the law requires the Notice be given to Buyer but Buyers should not rely on any of the statements set forth in the Notice. Buyer should have the Property inspected by a qualified inspector or otherwise satisfy itself as to the condition of the Property.
30. Asbestos Disclosure. BUYER IS ADVISED THAT BUILDING(S) LOCATED ON THE PROPERTY MAY HAVE BEEN CONSTRUCTED BEFORE JANUARY 1, 1981; THEREFORE, IT IS PRESUMED THAT THERE IS ASBESTOS CONTAINING BUILDING MATERIALS IN THE FLOOR COVERINGS, THERMAL INSULATION MATERIALS, SPRAY-ON OR TROWELED-ON WALL AND CEILING SURFACES, AND OTHER MATERIALS IN THE BUILDING(S). THERE MAY BE OTHER HAZARDOUS MATERIALS IN THE BUILDING(S). BUYER ACCEPTS THE PROPERTY WITHOUT THE REMOVAL OF ANY ASBESTOS CONTAINING BUILDING MATERIALS AND OTHER HAZARDOUS MATERIALS.
31. 1031 Deferred Exchange.
- a. Seller is aware that Buyer may perform a 1031 Tax Deferred Exchange. Seller agrees to cooperate in the exchange. Buyer will hold Seller harmless from all claims, liabilities, costs, or delays in time resulting from the exchange.
- b. Buyer is aware that Seller(s) may perform a 1031 Tax Deferred Exchange. Buyer agrees to cooperate in the exchange. Seller will hold Buyer harmless from all claims, liabilities, costs, or delays in time resulting from the exchange.
32. Agriculture Lease. (Mark the applicable box.)
- ☐ There is no Agricultural Lease provided for under this Agreement.
- ☐ For tracts which contain presently growing crops and/or irrigated farmland available for growing summer crops, on the date of execution of this Agreement, Seller extends to Buyer the opportunity to execute an Agriculture Lease as provided for in Exhibit B and effective April 1, 2021. Buyer's consideration to Seller for the Agriculture Lease shall be the depositing of an additional five percent (5%) of the Purchase Price of the Tract with the Escrow Agent which shall be credited toward the Purchase Price at Closing. If Lessee fails to close for any reason, this deposit shall be non-refundable and be paid to Seller.

INITIALS: Buyer: _____ Seller: _____

The Agriculture Lease shall not include CRP grass parcels, native grass parcels, fallow parcels, or other lands, buildings, houses, or other improvements which are not expressly provided for therein.

33. Residential Lease. (Mark the applicable box.)

- ☐ There is no Residential Lease provided for under this Agreement.
- ☐ For tracts which contain a residence presently being occupied, on the date of execution of this Agreement Buyer and Seller will enter into a Residential Lease as provided for in Exhibit C and upon the date of Closing whereby Buyer shall lease and let unto Seller and Seller's present occupants the residences and the Quonset barn located on Tract 5 (and further identified on Exhibit C) ending at 3:00 pm local time on June 1, 2021. Seller's consideration for the Residential Lease shall be one dollar per occupied residence and one dollar for the Quonset barn, payable to Buyer by check or cash at Closing.

34. Conveyance of Growing Wheat Crop. A separate bill of sale for the currently growing wheat crop (if any growing on the land) will be provided to Buyer from Buckles Farms Partnership at Closing. Buckles Farms Partnership, as owner of the growing wheat crop, joins in this Agreement and hereby ratifies and adopts the terms hereof for all purposes, insofar and only insofar, as is necessary and reasonable to convey the currently growing wheat crop. In instances where there is no growing wheat crop on the Property, this paragraph shall not be applicable.

35. Government Programs. Conservation Reserve Program (CRP) payments and all other governmental program payments under the current contract year and any prior years shall be paid to Seller regardless of when payments are made. All government payments due for the current contract year shall be pro-rated to the date of Closing. At Closing, Seller will assign its interest in the CRP contracts to Buyer as provided for in the applicable form required by the appropriate authority. Relating only to the Property in question, Buyer assumes all obligations relating to compliance with the CRP contracts following the date of Closing. Buyer shall indemnify and hold Seller harmless from any and all obligations relating to CRP contracts covering the Property, if any, following the date of Closing due to any action or inaction by Buyer. Within ten days after Closing, Seller and Buyer shall coordinate with appropriate authority to transfer the CRP contracts from Seller to Buyer in order that Seller's obligations on the CRP contracts will end. Seller shall indemnify and hold Buyer harmless from any and all obligations relating to CRP contracts covering the Property, if any, prior to and including the date of Closing and Buyer shall indemnify and hold Seller harmless from any and all obligations relating to CRP contracts covering the Property, if any, after the date of Closing. The indemnities contained in this Contract shall survive the Closing of the transactions.

36. Crop Insurance. Lessor has Federal Crop Insurance on the growing wheat crop. Upon execution of this Agreement, Lessee shall be entitled to receive the benefits related to such insurance and shall be responsible for all premiums. A separate form of assignment for the present crop insurance policy required by the insurance provider will be provided promptly after execution of this

INITIALS: Buyer: _____ Seller: _____

Agreement. If Closing does not occur, all such insurance coverages and benefits arising therefrom shall remain vested with Seller and/or Buckles Farms Partnership, as applicable.

37. Possession. Possession of the Property will be delivered to Buyer at such time that full funding has been made and Closing has occurred.
38. Proration of Utilities. Utility bills for natural gas and electricity shall be prorated such that Seller is responsible for all use up to and including March 31, 2021 and Buyer is responsible for all use beginning on and after April 1, 2021.
39. Notices. Any notice, tender, or delivery to be given hereunder must be in writing and will be effected either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Notice will be deemed received upon personal delivery or two days after mailing. Mailed notices must be addressed as set forth herein, but each party may change his address by written notice according to this paragraph to the address provided above in this Agreement.
40. Time. Time is of the essence of this Agreement.
41. Mutual Understanding. Seller and Buyer have carefully read and understand the effect of this Agreement. Each of the parties has had the assistance of separate counsel in carefully reviewing, discussing, and considering all the terms of this Agreement. Counsel for each of the parties has read and considered this Agreement and advised their clients regarding the execution of the same. This Agreement will be construed as if prepared by both Seller and Buyer.
42. Only Agreement. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.
43. Non-Foreign Person Affidavit. At Closing, Seller shall deliver to Buyer a duly executed affidavit stating (i) Seller's United States Taxpayer Identification Number for federal income tax purposes and (ii) that Seller is not a "foreign person" within the meaning of Section 1445, et seq., of the Internal Revenue Code.
44. Parties Bound. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
45. Assignment. This Agreement is personal in nature and is not assignable, in part or in whole, unless provided for in writing by Seller.
46. Counterparts and Electronic Signatures. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the

INITIALS: Buyer: _____ Seller: _____

respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages. All parties executing this document are expressly consenting under ESIGN¹ and UETA² that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record with respect to this specific transaction. This Agreement will be deemed fully executed by all parties when it bears the signatures of all parties.

47. Paragraph Headings. Paragraph headings are included only for convenience and are not to be used to construe any provision of this Agreement.
48. Gender. Whenever the context requires, the singular includes the plural, the plural the singular, and the use of any gender includes all genders.
49. Consult Your Attorney. BROKER AND AUCTIONEER CANNOT GIVE LEGAL ADVICE. THIS IS A LEGALLY BINDING AGREEMENT AND SHOULD BE READ VERY CAREFULLY. IF YOU DO NOT UNDERSTAND THE EFFECT OF THIS AGREEMENT, CONSULT WITH YOUR ATTORNEY BEFORE SIGNING.
50. Severability of Sellers. This Agreement and any Exhibits attached herewith are executed by Sellers for the convenience of all parties for all purposes. Seller and Buyer acknowledge that less than all individual sellers may be the actual owner of the Property and Seller executes this Agreement in several and not jointly nor in a community capacity. Each individual seller executes this Agreement to effectuate the purposes hereof as to and only as to their interest in each Tract, if any; and, in any instance which an individual seller does not own an interest in a Tract, this Agreement shall be null and void as to the non-owning individual seller as to that Tract. By execution of Agreement, the individual sellers agree and represent that this Agreement shall not be construed against any individual seller as a grant or a claim in any and all instances where an individual seller does not presently own a record title interest in any such tract.
51. This Agreement is entered into and agreed upon this 31st day of March, 2021.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGES FOLLOW.]

¹ Electronic Signatures in Global and National Commerce Act ("ESIGN") 15 U.S.C. § 7001 et seq.

² Uniform Electronic Transactions Act ("UETA") - Adopted in New Mexico at 14-16-1 NMSA 1978, and in Texas at Texas Business and Commerce Code § 322.001 et seq.

INITIALS: Buyer: _____ Seller: _____

INITIALS: Buyer: _____ Seller: _____

SELLERS:

MARLA D. BUCKLES FARMS, LTD.,
a Texas limited partnership
By: MarlaDB, Inc., its general partner

Marla D. Buckles, President

SCOTT L. BUCKLES FARMS, LTD.,
a Texas limited partnership
By: Buckles Farms, Inc., its general partner

Scott L. Buckles, President

DANA BUCKLES, dealing in her sole
and separate property

KRISTI B. OTTO FARMS, LTD.,
a Texas limited partnership
By: KBO, Inc., its general partner

Kristi Buckles Otto, President

SCOTT L. BUCKLES, dealing in his sole
and separate property

SCOTT and DANA BUCKLES, jointly
and dealing in their community property

And joined for all purposes by:

BUCKLES FARMS PARTNERSHIP

Scott L. Buckles, Managing Partner

INITIALS: Buyer: _____ Seller: _____

BUYER:

By: _____

Printed Name: _____

Title: _____

APPROVED BY BROKER AND AUCTIONEER:

Triangle National, LLC
a Texas limited liability company
7673 Canyon Drive, Amarillo, TX 79110
Phone: 806.324.7949; Email: info@superiorland.com

John Thacker "J.T." Haynes, Managing Broker

INITIALS: Buyer: _____ Seller: _____

RECEIPT BY TITLE COMPANY

The Title Company acknowledges receipt of this Agreement an amount of

\$_____ as Down Payment from Buyer

in the form of _____.

Dated: _____, _____.

American Land Title of Amarillo, Texas

By: _____

Printed Name: _____

INITIALS: Buyer: _____ Seller: _____

Exhibits:

Exhibit / Item	Provider	Required at	Effective at
A: Tracts	n/a	n/a	n/a
B: Agriculture Lease	Agreement	Sale Date	Sale Date
C: Residential Lease	Agreement	Sale Date	Closing
Extra 2: Crop insurance assignment form	Brad - Insurance	Sale Date	Sale Date

INITIALS: Buyer: _____ Seller: _____