

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
July 2014

Form must be Typed  
Form must be Signed  
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,  
MUST be submitted with this form.

Check Applicable Boxes:

- Oil Lease: No. of Oil Wells \_\_\_\_\_ \*\*
- Gas Lease: No. of Gas Wells \_\_\_\_\_ \*\*
- Gas Gathering System: \_\_\_\_\_
- Saltwater Disposal Well - Permit No.: \_\_\_\_\_  
Spot Location: \_\_\_\_\_ feet from  N /  S Line  
\_\_\_\_\_ feet from  E /  W Line
- Enhanced Recovery Project Permit No.: \_\_\_\_\_  
Entire Project:  Yes  No  
Number of Injection Wells \_\_\_\_\_ \*\*

Field Name: \_\_\_\_\_

**\*\* Side Two Must Be Completed.**

Effective Date of Transfer: \_\_\_\_\_

KS Dept of Revenue Lease No.: \_\_\_\_\_

Lease Name: \_\_\_\_\_

\_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ R.  E  W

Legal Description of Lease:

County: \_\_\_\_\_

Production Zone(s): \_\_\_\_\_

Injection Zone(s): \_\_\_\_\_

Surface Pit Permit No.: \_\_\_\_\_  
(API No. if Drill Pit, WO or Haul)

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Type of Pit:  Emergency  Burn  Settling  Haul-Off  Workover  Drilling

Past Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Past Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

New Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

New Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Oil / Gas Purchaser: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Acknowledgment of Transfer:** The above request for transfer of injection authorization, surface pit permit # \_\_\_\_\_ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

\_\_\_\_\_ is acknowledged as  
the new operator and may continue to inject fluids as authorized by  
Permit No.: \_\_\_\_\_ . Recommended action: \_\_\_\_\_

Date: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ is acknowledged as  
the new operator of the above named lease containing the surface pit  
permitted by No.: \_\_\_\_\_ .

Date: \_\_\_\_\_  
Authorized Signature

DISTRICT \_\_\_\_\_ EPR \_\_\_\_\_ PRODUCTION \_\_\_\_\_ UIC \_\_\_\_\_



KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

Form Must Be Typed

Form must be Signed

All blanks must be Filled

**CERTIFICATION OF COMPLIANCE WITH THE  
KANSAS SURFACE OWNER NOTIFICATION ACT**

*This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.*

Select the corresponding form being filed:  C-1 (Intent)  CB-1 (Cathodic Protection Borehole Intent)  T-1 (Transfer)  CP-1 (Plugging Application)

OPERATOR: License # \_\_\_\_\_

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Well Location:

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West

County: \_\_\_\_\_

Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*

**Surface Owner Information:**

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

*When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.*

*If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.*

**Select one of the following:**

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: \_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_ Title: \_\_\_\_\_

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1  
July 2014  
Form Must Be Typed  
Form must be Signed  
All blanks must be Filled

**CERTIFICATION OF COMPLIANCE WITH THE  
KANSAS SURFACE OWNER NOTIFICATION ACT**

*This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.*

Select the corresponding form being filed:  C-1 (Intent)  CB-1 (Cathodic Protection Borehole Intent)  T-1 (Transfer)  CP-1 (Plugging Application)

OPERATOR: License # 34534  
Name: Albert Wurtz  
Address 1: 1311 Locust Eudora, Ks 66025  
Address 2: 7921 1350 RD  
City: Centerville State: Ks Zip: 66014 + \_\_\_\_\_  
Contact Person: Linda Holloway  
Phone: ( 785 ) 766-1551 Fax: ( \_\_\_\_\_ ) \_\_\_\_\_  
Email Address: lghlkh@aol.com

Well Location:  
NW-NW-NE-SE Sec. 14 Twp. 21 S. R. 22  East  West  
County: Lynn  
Lease Name: Wurtz Well #: 5

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*

**Surface Owner Information:**

Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

*When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.*

*If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.*

**Select one of the following:**

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

06/28/2017  
Date: \_\_\_\_\_ Signature of Operator or Agent: Albert Wurtz Title: \_\_\_\_\_

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
July 2014

Form must be Typed  
Form must be Signed  
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,  
MUST be submitted with this form.

Check Applicable Boxes:

- Oil Lease: No. of Oil Wells 5 \*\*
- Gas Lease: No. of Gas Wells \_\_\_\_\_ \*\*
- Gas Gathering System: \_\_\_\_\_
- Saltwater Disposal Well - Permit No.: \_\_\_\_\_
- Spot Location: \_\_\_\_\_ feet from  N /  S Line  
\_\_\_\_\_ feet from  E /  W Line
- Enhanced Recovery Project Permit No.: \_\_\_\_\_
- Entire Project:  Yes  No
- Number of Injection Wells 0 \*\*

Field Name: \_\_\_\_\_

**\*\* Side Two Must Be Completed.**

Effective Date of Transfer: 6/28/2017

KS Dept of Revenue Lease No.: 34534

Lease Name: Wurtz

NW NW NE SE 14 21 S 22 E  
- - - - 14 Sec. 21 Twp. 22 R. S  E  W

Legal Description of Lease: \_\_\_\_\_

County: USA Linn

Production Zone(s): Active

Injection Zone(s): \_\_\_\_\_

Surface Pit Permit No.: \_\_\_\_\_  
(API No. if Drill Pit, WO or Haul)

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Type of Pit:  Emergency  Burn  Settling  Haul-Off  Workover  Drilling

Past Operator's License No. 34534

Contact Person: Linda Holloway

Past Operator's Name & Address: Albert Wurtz

Phone: 7857881551

1311 Locust St. Eudora, Kansas 66025

Date: 06/28/2017

Title: \_\_\_\_\_

Signature: Linda Holloway

New Operator's License No. 35493

Contact Person: Mark Weyner

New Operator's Name & Address: Mark Weyner

Phone: 913-387-7237

2901 W 145th St. Leawood, KS 66224

Oil / Gas Purchaser: \_\_\_\_\_

Date: 8/7/17

Title: Owner

Signature: Mark Weyner

**Acknowledgment of Transfer:** The above request for transfer of injection authorization, surface pit permit # \_\_\_\_\_ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

\_\_\_\_\_ is acknowledged as  
the new operator and may continue to inject fluids as authorized by  
Permit No.: \_\_\_\_\_ . Recommended action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ is acknowledged as  
the new operator of the above named lease containing the surface pit  
permitted by No.: \_\_\_\_\_ .  
Date: \_\_\_\_\_  
Authorized Signature

DISTRICT _____	EPR _____	PRODUCTION _____	UIC _____
Mail to: Past Operator _____	New Operator _____	District _____	

Must Be Filed For All Wells

KDOR Lease No.: 34534

Lease Name: Wurtz Location: NW-NW-NE-SE - Sec 14 - Twp 21S - R 22E

Table with 5 columns: Well No., API No. (YR DRLD/PRE '67), Footage from Section Line (i.e. FSL = Feet from South Line), Type of Well (Oil/Gas/INJ/WSW), Well Status (PROD/TA'D/Abandoned). Rows include wells 1 m, 2 m, 3 m, 4 T, 5 T with various API numbers and footages.

A separate sheet may be attached if necessary

\* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.



# LAND REAL ESTATE SALE CONTRACT

1 **THIS CONTRACT is made between:** (PRINT NAMES AND INDICATE MARITAL STATUS; IF NOT COMPLETED,  
2 SELLER'S NAMES TO BE INSERTED BY LICENSEE ASSISTING SELLER PRIOR TO PRESENTATION TO  
3 SELLER)

4  
5 **SELLER:** \_\_\_\_\_ Albert B. Wurtz (ASP)

6  
7 **BUYER:** \_\_\_\_\_ Mark R. Wegner & Amy L. Wegner (AMC)

8  
9  **Bank-Owned Property (check if applicable):** If the real property is bank-owned and the titled owner of record is  
10 not known at the Effective Date of this Contract, BUYER and SELLER agree the name of the SELLER is amended to  
11 as it is stated in the Deed at Closing and is incorporated herein by reference and in any amendments and addenda.  
12 SELLER warrants it has full authority to sign and perform on this Contract on behalf of the titled owner of record.

13  
14 **PROPERTY, PROGRAMS, ADDENDA, DESCRIPTIONS AND CONDITIONS**

15  
16 1. **PROPERTY.** BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements  
17 thereon (the "Property") commonly known as:


18  
19 7921 1350 Road Centerville 66014 Linn  
20 **Street Address** **City** **Zip** **County**

21  
22 **STATE: (Check one)**  Missouri  Kansas

23  
24 **LEGAL DESCRIPTION:** (As described below) DIST:A2 SEC/TWN/RNG/MER:SEC 14 TWN 21S RNG 22E  
25 SE14, T21, R22, Acres 157.6, SE4 EX RD Map Ref: MAP 146  
26 \*Full legal provided at closing  
27 \_\_\_\_\_  
28 \_\_\_\_\_  
29 \_\_\_\_\_

30  
31 **The Property will include the following, if any, unless otherwise excluded:**

32  
33 a. **Additional Inclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list  
34 before; are considered to be part of the Property, and **are** included in the sale.

35  1.) Newer Red Craftsman GT5000 Mower 2.) KingCutter finish mower 3.) Single axle trailer located in the 2-  
36 car garage 4.) All old barn wood to be left for buyer <sup>DS</sup> <sup>DS</sup>  
37 \_\_\_\_\_

38  
39 b. **Exclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; **are**  
40 **not** considered to be part of the Property, and **are not** included in the sale.  
41 \_\_\_\_\_  
42 \_\_\_\_\_  
43 \_\_\_\_\_

44  
45 c. **Additional Terms and Conditions.** 1.) This contract is contingent on a 10 day due diligence period.  
46 2.) Mineral Rights to pass to unencumbered with the land to the buyer.  
47 3.) Water Rights to pass unencumbered with the land to the buyer.  
48 4.) Crops planted will pass with the land to the buyer.  
49 5.) Buyer to pay sellers title insurance and closing costs.  
50 6.) All oil pumped prior to the sale of the property will be sold by the seller prior to closing.  
51 \_\_\_\_\_

 \_\_\_\_\_  
SELLER | SELLER

Initials **SELLER and BUYER acknowledge they have read this page** Initials

<sup>DS</sup> <sup>DS</sup>  
\_\_\_\_\_  
BUYER | BUYER

52 2. **GOVERNMENT PROGRAMS.** BUYER acknowledges the possibility of government farm programs on the  
53 Property, or that programs could be obtained, and BUYER accepts the responsibility for researching said  
54 programs. BUYER is not relying on any other representations regarding accessing government programs.  
55 (Check applicable box)

- 56
- 57  BUYER acknowledges and agrees to execute necessary documentation to continue government
- 58 farm program subsequent to the Closing Date.
- 59  BUYER does not intend to participate in any existing government farm program.
- 60

61 3. **ADDENDA.** The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract:  
62 (Check applicable boxes)

- |  |   |
|--|---|
| 64 <input checked="" type="checkbox"/> Seller's Disclosure and Condition of Property | <input checked="" type="checkbox"/> Other: Keller Williams Platinum Partners Ad |
| 65 Addendum (Land)   | <input type="checkbox"/> Other: _____   |
| 66 <input checked="" type="checkbox"/> Other: Sellers Home disclosure                | <input type="checkbox"/> Other: _____   |
| 67 <input checked="" type="checkbox"/> Other: Lead Based Paint disclosure            | <input type="checkbox"/> Other: _____   |

68

69 4. **DESCRIPTIONS AND CONDITIONS.**

- 70
- 71 a. **Effective Date.** The Effective Date will be the date of final acceptance by the last party to sign this
- 72 Contract or a Counter Offer Addendum, the Brokerage Relationship Disclosure Paragraph of this
- 73 Contract; the Seller's Disclosure and Condition of Property Addendum. (Land) for the Property.
- 74
- 75 b. **Seller's Disclosure Status.** SELLER confirms information contained in the Seller's Disclosure and Condition
- 76 of Property Addendum is current as of the Effective Date of the Contract. SELLER understands that the law
- 77 requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and
- 78 that failure to do so may result in civil liability for damages.
- 79
- 80 c. **Entire Agreement and Manner of Modifications.** This Contract and all attachments constitute the complete
- 81 agreement of the parties concerning the Property; supersede all previous agreements, and may be modified
- 82 or assigned only by a written agreement signed by all parties.
- 83
- 84 d. **Parties.** This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two or more
- 85 persons, the terms "SELLER" or "BUYER" will be construed to read "SELLERS" or "BUYERS" whenever the
- 86 sense of the Contract requires.

87 Unless identified as SELLER or BUYER, Listing Broker and any Cooperating Broker and their Agents  
88 (collectively referred to as "Broker") and any Escrow or Closing Agent are acting as Agents only and are not  
89 parties to this Contract.

90  
91 SELLER and BUYER acknowledge Broker may have a financial interest in third parties providing specialized  
92 services required by this Contract including, but not limited to: Lender, title insurance company, Escrow Agent,  
93 Closing Agent, warranty company, wood infestation/mechanical/structural or other inspectors and repair  
94 personnel. SELLER and BUYER agree Broker will not be responsible for the conduct of third parties providing  
95 specialized services whether those services were arranged by SELLER, BUYER, or Broker on behalf of  
96 either.

97  
98  
99  SELLER and/or BUYER is a licensed real estate broker or salesperson. (Check applicable boxes)

- 100  SELLER licensed in:  MO  KS  Other \_\_\_\_\_
- 101  BUYER licensed in:  MO  KS  Other \_\_\_\_\_

102  
103  Licensee assisting SELLER is an immediate family member of: (check applicable boxes)

- 104  SELLER  BUYER

105  Licensee assisting BUYER is an immediate family member of: (check applicable boxes)

- 106  SELLER  BUYER

107  
108 e. **Notices.** Any notice or other communication required or permitted hereunder may be delivered in person, by  
109 facsimile, United States Postal Service, courier service or email to the address set forth in this Contract or  
110 such other address or number as will be furnished in writing by any such party.

111  
112   
SELLER | SELLER

Initials **SELLER and BUYER acknowledge they have read this page** Initials

   
BUYER | BUYER



113 Such notice or communication will be deemed to have been given as of the date and time so delivered.  
114 Delivery to or receipt by the Licensee assisting BUYER will constitute receipt by BUYER and delivery to or  
115 receipt by the Licensee assisting SELLER will constitute receipt by SELLER  
116  
117 f. **Time is of the essence.** Time is of the essence in the performance of the obligations of the parties under this  
118 Contract. With the exception of the term "banking days" or "business days", as used herein, a "day" is defined  
119 as a 24-hour calendar day, seven (7) days per week.  
120

121 g. **Electronic Transaction.** All parties agree this transaction may be conducted by electronic means, including  
122 email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.  
123

124 **5. CONTRACT CONTINGENCIES.** This Contract is contingent upon:

- 125  BUYER obtaining a soil analysis for the purpose of placing a private waste water
- 126 disposal system on the Property that is acceptable to the BUYER.
- 127  BUYER obtaining verification that a water meter is available. SELLER makes no
- 128 representation regarding cost of installation.
- 129  BUYER obtaining verification building permits can be obtained.
- 130  BUYER reviewing and accepting the terms of any deed restrictions.
- 131  BUYER reviewing and accepting the terms of any Homeowner's Association.
- 132  Other: \_\_\_\_\_
- 133

134  
135 BUYER will have \_\_\_\_\_ calendar days from the Effective Date of this Contract to remove all of these  
136 contingencies or to cancel the Contract by written notification to the SELLER if the contingencies cannot be  
137 satisfied. **Failure to notify SELLER within the time specified constitutes a waiver of the contingencies and**  
138 **the BUYER waives their right to renegotiate or cancel the Contract.**  
139

140 **PURCHASE PRICE, FINANCIAL TERMS AND CLOSING AND POSSESSION**

141  
142 **6. PURCHASE PRICE.** The Purchase Price for the Property is .....\$ 350,000.00  
143 which BUYER agrees to pay as follows:

144 a. **Earnest Money** will be delivered to Listing Agent or Escrow Agent  
145 within 10 calendar days (two (2) if left blank) of the Effective Date  
146 and must comply with state laws as defined in the Earnest Money and  
147 Additional Deposits paragraph of this Contract.  
148

149 **If not received as specified, SELLER may cancel the Contract**  
150 **by written notice.**

151  
152 b. **Earnest Money** in the form of: (Check one)

153  Personal check OR  Other \_\_\_\_\_ .....\$ 1,000.00 (b)

154 Deposited with: Alliance Title 1350 NE Windsor Dr, Ste LS, MO 64086  
155 Security First Title, Paola, KS

156 BUYER acknowledges that funds payable to and held by SELLER  
157 **WILL NOT** be held subject to the terms of the Earnest Money and  
158 Additional Deposits paragraph and may not be refundable.

159 

160 c. **Additional Earnest Money** will be delivered on or before n/a .....\$ \_\_\_\_\_ (c)

161  Personal check OR  Other \_\_\_\_\_

162 Deposited with: \_\_\_\_\_

163 BUYER acknowledges that funds payable to and held by SELLER  
164 **WILL NOT** be held subject to the terms of the Earnest Money and  
165 Additional Deposits paragraph and may not be refundable.  
166  
167  
168  
169  
170

  
SELLER | SELLER

Initials **SELLER and BUYER acknowledge they have read this page** Initials

  
BUYER | BUYER

171 **Total Amount Financed by BUYER** (Zero (\$0) if Cash Sale) .....\$ 0.00 (d)  
172 (not including financed mortgage insurance premiums  
173 or other Closing costs, if any)

175 e. **Balance of Purchase Price to be paid in CERTIFIED FUNDS** ..... \$ 349,000.00 (e)  
176 Purchase Price (less b, c & d of this paragraph) on or before the  
177 Closing Date.

179 f. **Total Seller Expenses (Zero (\$0) if left blank):**  
180  
181 **SELLER paid costs.** In addition to any other costs SELLER  
182 agreed to pay herein, SELLER agrees to pay other allowable Closing  
183 costs permitted by Lender(s) and/or prepaid items for BUYER, not  
184 to exceed:.....\$ 0.00

186 g. **Other Financing Costs.**  
187  
188 1. **Loan Costs.** BUYER agrees to pay all customary costs necessary to obtain the Loan(s) (including but  
189 not limited to, origination fees, discounts or buy-downs) unless otherwise agreed.  
190  
191 2. **Flood Insurance.** BUYER agrees to pay for flood insurance if required by Lender(s).

193 7. **CLOSING AND POSSESSION.** On or before 7/10/2017 ("Closing Date"), SELLER will execute and  
194 deliver into escrow with the title company(s) or other Closing Agent(s), a general warranty deed (or special  
195 warranty deed or fiduciary deed, if SELLER is a corporation, association, financial institution or fiduciary) and all  
196 other documents and funds necessary to satisfy SELLER'S obligations under this Contract.

198 On or before the Closing Date, BUYER will execute and deliver into escrow with the title company(s) or other  
199 Closing Agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and any other documents  
200 required by BUYER'S Lender(s), if BUYER is obtaining financing) and funds (including Loan proceeds, if BUYER  
201 is obtaining financing) necessary to satisfy BUYER'S obligations under this Contract.

203 **SELLER and BUYER acknowledge all funds required for Closing must be in the form of cashier's check,**  
204 **wire transfer or other certified funds.**

206 When all documents and funds have been executed and delivered into escrow with the title company(s) or other  
207 Closing Agent(s), the Closing will be completed. SELLER will deliver possession of the Property to BUYER on  
208 AT CLOSING at \_\_\_\_\_ o'clock \_\_\_\_\_ m., (if left blank, Possession will be 5:00 P.M. on the  
209 Closing Date).

211 **BUYER must not occupy the Property or place personal property in or on it prior to completion of the**  
212 **Closing and disbursement or availability of SELLER'S proceeds, if any, unless otherwise agreed upon in**  
213 **writing by the BUYER and the SELLER.**

215 8. **APPRAISED VALUE CONTINGENCY.**  
216  
217 **If Financing is being obtained, the appraisal must be completed before the Loan commitment due date.**

219 **If a cash sale, BUYER may within** N/A **calendar days from the Effective Date of this Contract (within the**  
220 **Inspection Period if left blank) obtain, at BUYER'S expense, an appraisal of the Property by an independent**  
221 **licensed appraiser.**

223 **If the final appraised value of the Property, as determined by BUYER'S Lender's appraiser or if a cash sale,**  
224 **BUYER'S appraiser, is not equal to or greater than the Purchase Price, BUYER may notify SELLER in**  
225 **writing, within** \_\_\_\_\_ **calendar days (five (5) days if left blank), attaching a copy of the appraisal report,**  
226 **and the following may occur:**

228 **BUYER and SELLER will have** \_\_\_\_\_ **calendar days (five (5) days if left blank) after SELLER'S receipt**  
229 **of BUYER'S appraisal report ("Appraisal Negotiation Period"), to reach an agreement resolving the**  
230 **appraisal value and/or purchase price.**

  
05/21/17  
SELLER | SELLER

Initials SELLER and BUYER acknowledge they have read this page Initials

   
BUYER | BUYER

231 During this period, SELLER or BUYER may seek a reconsideration of value by the appraiser. If such  
232 reconsideration finds a value equal to or greater than the Purchase Price, or if BUYER and SELLER sign an  
233 Amendment resolving the difference between the appraised value and the Purchase Price, the transaction will  
234 move forward to Closing.  
235

236 If no resolution is reached prior to the expiration of the Appraisal Negotiation Period, then after the  
237 expiration of the Appraisal Negotiation period, either party may cancel this contract by written notice  
238 to the other and BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and  
239 Additional Deposits paragraph of the Contract.  
240

241 9. SALE CONTINGENCY.

- 242  This Contract is **NOT** contingent upon the sale and Closing of a BUYER'S Property.
- 243
- 244  This Contract **IS** contingent upon the sale and Closing of a BUYER'S Property and a **Contingency For Sale**  
245 **and/or Closing of Buyer's Property Addendum is attached.**  
246

247 10. FINANCIAL TERMS.

- 248  **THIS IS A CASH SALE.** BUYER must provide written verification of funds within 30 calendar days  
249 (five (5) days if left blank) which are sufficient to complete the Closing on this Contract.
- 250
- 251  **THIS IS A FINANCED SALE.** This Contract is contingent upon BUYER obtaining the financing described in  
252 this paragraph.  
253

254 BUYER may obtain Loan(s) different from those described herein provided that the terms of the Loan(s) do not  
255 result in additional costs to SELLER, delay the Closing Date, or change the Loan approval time frame. These  
256 changes must be agreed in writing, by both parties, within five (5) calendar days of BUYER'S knowledge and no  
257 later than \_\_\_\_\_ calendar days before Closing (fifteen (15) days if left blank).  
258

259 BUYER and SELLER are hereby informed that any changes to the terms below after the Effective Date of the  
260 Contract have the potential to delay Closing and/or change costs due to federal regulations.  
261

262 a. Loan Types/Terms. BUYER will obtain a Loan upon the following terms:

266 <b>Type:</b> 267 Conventional 268 Other _____ 269 270 <b>Interest Rate:</b> 271 Fixed Rate 272 Adjustable Rate 273 Interest Only 274 Other _____ 275 276 <b>Amortization Period</b> 277 <b>Principal Amount or LTV</b>	Primary Loan <input type="checkbox"/> <input type="checkbox"/>  <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>  _____ years _____	Secondary Loan <input type="checkbox"/> <input type="checkbox"/>  <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>  _____ years _____
---	--	--

278 All Loan amounts will include financed mortgage insurance premiums or VA funding fee, if any, according  
279 to the provisions described herein (the "Loan"). The Loan(s) will be secured by a mortgage/deed of trust  
280 on the Property or as otherwise required by Lender(s), and repayable in monthly installments.  
281

282   
283 \_\_\_\_\_ Initials  
284 SELLER | SELLER

SELLER and BUYER acknowledge they have read this page

285   
286 \_\_\_\_\_ Initials  
287 BUYER | BUYER

282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332

**b. The Loan(s) will bear interest as follows:**

- 1. Primary Loan \_\_\_\_\_ interest rate not exceeding \_\_\_\_\_% per annum or \_\_\_\_\_ the prevailing rate at Closing
- 2. Secondary Loan \_\_\_\_\_ interest rate not exceeding \_\_\_\_\_% per annum or \_\_\_\_\_ the prevailing rate at Closing

**BUYER has the option to "lock in" the foregoing interest rate or to "float" the interest rate.**

If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms even if different than those stated above. If BUYER floats the rate, BUYER agrees to accept the rate and terms available from BUYER'S Lender(s) for which BUYER qualifies at Closing.

**c. Loan Application(s).** BUYER agrees to authorize Lender(s) to perform all required services (credit report, appraisal, etc.), pay the fees required by Lender(s), and provide Lender(s) with all information requested no later than five (5) days after the Inspection Period ends.

- BUYER IS PRE-APPROVED** (See attached Lender(s) letter(s).) BUYER has submitted information to \_\_\_\_\_ / \_\_\_\_\_ ("Lender(s)") who has checked BUYER'S credit and indicated that BUYER can qualify for a Loan(s) in an amount equal to or greater than the Loan(s) contemplated in this Contract, subject to satisfactory appraisal of the Property and any other conditions set forth in the attached Lender(s) letter(s). **The pre-approval must indicate that the BUYER'S credit is acceptable to Lender(s) and indicate whether or not the pre-approval is subject to the sale and Closing of the BUYER'S current property.**
- BUYER IS NOT PRE-APPROVED.** Within \_\_\_\_\_ calendar days (five (5) days if left blank) after the Effective Date of this Contract, BUYER will complete a written application.

**SELLER is aware that pre-approval is not a guarantee that BUYER will receive Lender(s) Loan approval(s).**

**d. Loan Approval(s).** BUYER agrees to make a good faith effort to obtain a commitment for the Loan(s) within \_\_\_\_\_ calendar days (forty-five (45) days if left blank) from the Effective Date of this Contract or within \_\_\_\_\_ calendar days (five (5) days if left blank) prior to the Closing Date, whichever is earlier (the "Loan Approval Period").

If BUYER is unable to obtain a commitment for the Loan(s) within the Loan Approval Period, BUYER or SELLER may cancel this Contract by written notice. If BUYER is unable to obtain the financing described herein, BUYER must provide written evidence of rejection from BUYER'S Lender(s). In either case, BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

**CONDITION, MAINTENANCE AND INSPECTIONS OF THE PROPERTY**

**11. UTILITIES.** SELLER agrees to leave all utilities on until the date of possession unless otherwise agreed. *If applicable.*

The BUYER will pay SELLER for the amount of fuel left in tank(s) at Closing based upon SELLER'S actual cost at time of purchase, if applicable. SELLER will have tank read no earlier than seven (7) calendar days and no later than five (5) calendar days prior to the Closing Date and provide documentation to BUYER.

  
05/21/17  
SELLER | SELLER

Initials **SELLER and BUYER acknowledge they have read this page** Initials

  
  
BUYER | BUYER

333 12. MAINTENANCE OF PROPERTY. SELLER will maintain the Property in its present condition through the  
334 Possession Date. SELLER will advise BUYER of any substantial change in the condition of the Property  
335 prior to Closing Date. Unless otherwise agreed in writing, SELLER will remove all possessions from the  
336 Property, upon vacating or prior to delivery of Possession.  
337

338  (Check if applicable) SELLER will remove the following prior to the Possession Date: 1.) Seller to remove  
339 all rubbish from the property unless stated by buyer. 2.) Oil spill on NW oil pump to be cleaned up.  
340

341 13. CASUALTY LOSS. If before delivery of the deed to BUYER, the Property is damaged or destroyed by fire or  
342 other causes including those that could be covered by what is known as fire and extended coverage insurance,  
343 then the SELLER must notify the BUYER in writing within one (1) calendar day of discovery of such damage. The  
344 parties agree that the risk of that damage or destruction will be borne as follows:  
345

346 a. If the damage is minor, SELLER may repair or replace the damage done to the Property if the work can be  
347 completed before the Closing Date.  
348

349 If the SELLER elects to repair or replace the damage done to the Property, but repair/replacement cannot be  
350 completed prior to the Closing, with written agreement between the parties one of the following options will be  
351 chosen:  
352

- 353 1. SELLER will pay for repair/replacement after Closing; or
- 354
- 355 2. The parties will extend the Closing Date to such time as repairs/replacement can be completed; or
- 356
- 357 3. With consent of BUYER'S Lender(s), 1.5 times the estimated cost of repair/replacement will be escrowed  
358 until repair/replacement is complete with any funds remaining after payment for repairs/replacement being  
359 remitted to the party that funded the escrow.  
360

361 b. If SELLER elects not to repair or replace the damage done to the Property, or if the damage is not minor, the  
362 BUYER may enforce or cancel this Contract by written notice to SELLER within ten (10) calendar days after  
363 receiving notice of such damage to the Property.  
364

365 1. If BUYER elects to enforce this Contract, the Purchase Price will not be reduced and the Property will be  
366 conveyed in its existing condition at the time, provided SELLER must furnish BUYER with a copy of the  
367 insurance damage assessment and be responsible for paying the insurance deductible and assign  
368 SELLER'S fire and extended coverage proceeds to BUYER at Closing.  
369

370 2. If BUYER and SELLER mutually agree upon the cost of repairs, then SELLER may pay the cost of those  
371 repairs.  
372

373 14. SURVEY. BUYER acknowledges that a Mortgage Inspection Report or "Loan Survey" required by a lending  
374 institution is not a "Staked Survey". A title insurance company typically requires a "Staked Survey" in order to  
375 provide survey coverage to the BUYER.  
376



377 A "Staked Survey" of the Property is to determine there are no defects, encroachments, overlaps, boundary line or  
378 acreage disputes, or other such matters, that would be disclosed by a survey.  
379

380 At least ten (10) calendar days prior to the Closing Date, BUYER will notify SELLER of any encroachments of any  
381 improvements upon, from, or onto the Property or any building setback line, property line, or easement, which  
382 encroachment will be deemed to be a title defect. SELLER will remedy such defects as are susceptible of being  
383 remedied prior to the Closing Date. If SELLER does not remedy the defects in title, BUYER will have the option  
384 of:  
385

386 a. Completing this purchase and accepting the title that SELLER is able to convey without adjustment in the  
387 Purchase Price; or

  
05/21/17  
SELLER SELLER

Initials SELLER and BUYER acknowledge they have read this page

  
DS  
  
DS  
BUYER BUYER

b. Cancelling this Contract by written notice. BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

**(Check box, if applicable):**

BUYER will, at BUYER'S expense, provide a "Staked Boundary Survey" for the Property prior to the Closing Date.

SELLER will, at SELLER'S expense, provide a "Staked Boundary Survey" for the Property prior to Closing. This survey may not replace Lender's required loan inspection survey, if any, provided at BUYER'S expense.

SELLER will provide a "Staked Boundary Survey" for the Property prior to the Closing Date, which will be paid for as follows: Seller has provided survey.

BUYER acknowledges there is no "Staked Survey" and is not requiring SELLER to provide a survey.

15. **INSPECTIONS AND DUE DILIGENCE.** BUYER may, within 21 calendar days (thirty (30) days if left blank) (the "Inspection and Due Diligence Period") after the Effective Date of this Contract, at BUYER'S expense, have the Property inspected and may conduct due diligence with regulatory agencies, governmental agencies, marketing firms, engineering firms and other authorities to determine the suitability of the Property for the intended use by BUYER. **BUYER acknowledges such inspections may not identify deficiencies in inaccessible areas of the Property and may be limited by weather conditions at the time of the inspection**

BUYER has the opportunity to become informed about environmental pollutants and the potential health risks of environmental pollutants. The SELLER and Licensee assisting the SELLER and/or the BUYER does not claim or possess any special expertise in the measurement or reduction of environmental pollutants, nor have they provided any advice to BUYER as to acceptable levels. Any testing desired or required will be at BUYER'S expense.

a. **Access to Property, Re-Inspections, Damages and Repairs.** SELLER will provide BUYER reasonable access to the Property to conduct the inspections, re-inspections, inspection of any corrective measures completed by SELLER and/or final walk through prior to the Closing Date. **BUYER will be responsible and pay for any damage to the Property resulting from the inspection(s).** SELLER agrees any corrective measures which SELLER performs pursuant to the following provisions will be completed in a workmanlike manner with good-quality materials.

b. **What If Buyer Does Not Conduct Inspections?** If BUYER does not conduct inspections, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to the inspection provisions.

c. **What Is An Unacceptable Condition?** An Unacceptable Condition is any condition identified in a written inspection report prepared by an independent qualified inspector of BUYER'S choice, which condition is unacceptable to BUYER and not otherwise excluded in this Contract.

d. **What If Buyer Does Not Give Timely Notice Of Unacceptable Conditions?** If BUYER conducts inspections, but fails to notify SELLER of Unacceptable Conditions prior to the expiration of the Inspection and Due Diligence Period, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to these inspection provisions.

e. **What Is Not An Unacceptable Condition?** The following items will not be considered Unacceptable Conditions and cannot be used by BUYER as a reason to cancel or renegotiate this Contract.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
05/21/17  
SELLER SELLER

Initials **SELLER and BUYER acknowledge they have read this page** Initials

  
  
BUYER BUYER

440 f. **What If Buyer's Inspections Reveal Unacceptable Conditions?** If BUYER'S inspections reveal  
441 Unacceptable Conditions, BUYER may do any one of the following.

- 442
- 443 1. **ACCEPT THE PROPERTY IN ITS PRESENT CONDITION.** BUYER may notify SELLER on the  
444 Inspection Notice that the inspections are satisfactory or do nothing. In either case, BUYER will have  
445 waived any right to cancel or renegotiate due to any Unacceptable Conditions; or
- 446
- 447 2. **CANCEL THIS CONTRACT** by notifying SELLER on the Inspection Notice within the Inspection Period;  
448 or
- 449
- 450 3. **OFFER TO RENEGOTIATE** with SELLER by notifying SELLER on the Resolution of Unacceptable  
451 Conditions within the Inspection Period.
- 452

453 **BUYER'S notice of cancellation or offer to renegotiate terminates the Inspection and Due Diligence**  
454 **Period and must be accompanied by the applicable written inspection report(s) in their entirety from**  
455 **the independent qualified inspector(s) who conducted the inspection(s).**

457 g. **Resolution of Unacceptable Conditions.** BUYER and SELLER will have 5 calendar days (five (5))  
458 days if left blank) after SELLER'S receipt of BUYER'S Inspection Notice/Resolution of Unacceptable  
459 Conditions (the "Renegotiation Period"), to reach an agreement resolving the Unacceptable  
460 Conditions.

461 Any of the following executed and delivered to the other party or other party's Agent prior to the expiration of  
462 the Renegotiation Period will constitute such an agreement:

- 463
- 464
- 465 1. SELLER'S signature agreeing to do everything requested by BUYER on the original Resolution of  
466 Unacceptable Conditions Amendment attached to Inspection Notice; or
- 467
- 468 2. A revised Resolution of Unacceptable Conditions Amendment signed by BUYER and SELLER resolving  
469 the unacceptable conditions; or
- 470
- 471 3. BUYER'S signature on the Resolution of Unacceptable Conditions Amendment accepting the Property in  
472 its present condition.
- 473

474 **If no agreement resolving the Unacceptable Conditions is reached during the Renegotiation Period as**  
475 **provided above, then after the expiration of the Renegotiation Period either of the following is**  
476 **permitted under the Contract.**

- 477
- 478 A. Negotiations may still proceed. Any agreement must be in a written Amendment and signed by both  
479 parties.
- 480
- 481 B. Either party may cancel this Contract by written notice to the other and the Earnest Money will be  
482 returned subject to the provisions of the Earnest Money and Additional Deposits paragraph of the  
483 Contract.
- 484

485 **DEFAULTS AND REMEDIES**

486

487 16. **DEFAULTS AND REMEDIES.** SELLER or BUYER will be in default under this Contract if either fails to comply  
488 with any material covenant, agreement or obligation within any time limits required by this Contract. Following a  
489 default by either SELLER or BUYER under this Contract, the other party will have the following remedies, subject  
490 to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.

  
05/21/17  
SELLER | SELLER

Initials **SELLER and BUYER acknowledge they have read this page** Initials

  
DS  
BUYER | BUYER

491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540

**If SELLER defaults, BUYER may:**

- a. Specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the acquisition of the Property.
- b. Terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and damages available by law or in equity. If BUYER elects to terminate this Contract, the Earnest Money will be returned to BUYER subject to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.

**If BUYER defaults, SELLER may:**

- a. Specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the sale of the Property.
- b. Terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by BUYER'S breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine) as provided in this Contract, or pursue any other remedy and damages available at law or in equity.

In any legal action to enforce rights under this Contract, the prevailing party is entitled to reimbursement of all reasonable attorney fees, court costs, and other related legal expenses incurred in connection with such legal action.

**17. DISPUTE RESOLUTION.** If a dispute arises relating to this Contract prior to or after closing between BUYER and SELLER, or between BUYER and/or SELLER and a Brokerage Firm and its licensees assisting in the transaction, and the parties to such dispute or claim are unable to resolve the dispute, BUYER and SELLER agree in good faith to attempt to settle such dispute through the dispute resolution process using a professional mediator. The parties to the dispute must agree in writing before any settlement is binding. Any agreement signed by the parties pursuant to the dispute resolution conference shall be binding. For controversies and claims that do not exceed the lesser of: (a) \$5,000.00 (five thousand dollars); or (b) the applicable jurisdictional limit of small claims court, either party may bring such claims in small claims court in lieu of arbitration. The following matters are excluded from dispute resolution: foreclosure or other action to enforce a deed of trust, mortgage, or land contract; an unlawful detainer action; the filing or enforcement of a mechanic's lien; any matter, which is within the jurisdiction of a probate court, or; a violation of a state's real estate license laws.

**ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW**

**18. CRIMINAL OFFENDERS.** In Missouri and Kansas, law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as the BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's office in Kansas. In Missouri, you may find information on the homepage of the Missouri State Highway Patrol at <http://www.mshp.dps.missouri.gov/> or BUYER should contact the Sheriff of the county in which the Property is located.

**19. FRANCHISE DISCLOSURE.** Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

  
SELLER | SELLER

Initials **SELLER and BUYER acknowledge they have read this page** Initials

  
BUYER | BUYER



541 **20. BROKERAGE RELATIONSHIP DISCLOSURE.**

542  
543 SELLER and BUYER acknowledge the Real Estate Brokerage Relationship Brochure has been furnished to them  
544 and the brokerage relationships were disclosed to them no later than the first showing, upon first contact, or  
545 immediately upon the occurrence of any change to that relationship.

546  
547 SELLER and BUYER acknowledge the real estate Licensee(s) involved in this transaction may be acting as  
548 Agents of the SELLER, Agents of the BUYER, Transaction Broker(s) or Disclosed Dual Agents (Available only in  
549 Missouri.).

550  
551 Licensee acting in the capacity of:

- 552
- 553 a. Agent for the SELLER has a duty to represent the SELLER'S interest and will not be the Agent of the BUYER.  
554 Information given by the BUYER to an Agent of the SELLER will be disclosed to the SELLER.
- 555 b. Agent for the BUYER has a duty to represent the BUYER'S interest and will not be an Agent of the SELLER.  
556 Information given by the SELLER to an Agent of the BUYER will be disclosed to the BUYER.
- 557 c. Transaction Broker is not an Agent for either party and does not advocate the interests of either party.
- 558 d. Disclosed Dual Agent (Available only in Missouri.) is acting as an Agent for both the SELLER and the BUYER,  
559 and a separate Disclosed Dual Agency Amendment is required.

560  
561 **Agent generating the Contract is responsible for checking appropriate boxes on**  
562 **BOTH sides of Agency PRIOR TO THEIR CLIENT SIGNING.**

Licensee assisting Seller is a: (Check appropriate box(es))	Licensee assisting Buyer is a: (Check appropriate box(es))
<input type="checkbox"/> SELLER'S Agent <input checked="" type="checkbox"/> Designated SELLER'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker) <input type="checkbox"/> Transaction Broker and SELLER agrees, if applicable, to sign a Transaction Broker Addendum. SELLER is not being represented. <input type="checkbox"/> Disclosed Dual Agent and SELLER agrees to sign a Disclosed Dual Agency Amendment. (Missouri only) <input type="checkbox"/> BUYER'S Agent <input type="checkbox"/> Designated BUYER'S Agent (In Kansas, Supervising Broker acts as Transaction Broker) <input type="checkbox"/> Subagent <input type="checkbox"/> SELLER is not being represented.	<input checked="" type="checkbox"/> BUYER'S Agent <input type="checkbox"/> Designated BUYER'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker) <input type="checkbox"/> Transaction Broker and BUYER agrees, if applicable, to sign a Transaction Broker Addendum. BUYER is not being represented. <input type="checkbox"/> Disclosed Dual Agent and BUYER agrees to sign a Disclosed Dual Agency Amendment. (Missouri Only) <input type="checkbox"/> SELLER'S Agent <input type="checkbox"/> Designated SELLER'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker) <input type="checkbox"/> Subagent <input type="checkbox"/> BUYER is not being represented.

578  
579 **SOURCE OF COMPENSATION.** Brokerage fees, to include but not limited to broker commissions and other fees,  
580 will be paid out of escrow at Closing as follows, unless otherwise described in the terms of the respective agency  
581 agreements or other SELLER/BUYER agreements. **SELLER and BUYER understand and agree Brokers may be**  
582 **compensated by more than one party in the transaction.** (Check all applicable boxes)

583  
584 **Brokers are compensated by:**  SELLER and/or  BUYER

585  
586 **The signatures below only apply to the Brokerage Relationship Disclosure.**

<div style="display: flex; justify-content: space-between;"> <div style="font-family: cursive; font-size: 1.2em;">Jana Weaver</div> <div style="font-size: 0.8em;">           dotloop verified            05/21/17 12:32PM            EDT            Z55F-LZMI-YZVD-F46Z         </div> </div>	<div style="display: flex; justify-content: space-between;"> <div style="font-family: cursive; font-size: 1.2em;">Wade Fitzmaurice</div> <div style="font-size: 0.8em;">           DocuSigned by:            5/20/2017         </div> </div>
Licensee assisting Seller <span style="float: right;">DATE</span>	Licensee assisting Buyer <span style="float: right;">DATE</span>
<div style="display: flex; justify-content: space-between;"> <div style="font-family: cursive; font-size: 1.2em;">Albert B Wirtz</div> <div style="font-size: 0.8em;">           dotloop verified            05/21/17 12:01PM            EDT            JX7K-MPFJ-5JN2-FNKN         </div> </div>	<div style="display: flex; justify-content: space-between;"> <div style="font-family: cursive; font-size: 1.2em;">Mark R. Wegner</div> <div style="font-size: 0.8em;">           DocuSigned by:            5/20/2017         </div> </div>
SELLER <span style="float: right;">DATE</span>	BUYER <span style="float: right;">DATE</span>
SELLER <span style="float: right;">DATE</span>	<div style="display: flex; justify-content: space-between;"> <div style="font-family: cursive; font-size: 1.2em;">Amy L. Wegner</div> <div style="font-size: 0.8em;">           DocuSigned by:            5/20/2017         </div> </div> BUYER <span style="float: right;">DATE</span>

597 **TERMS AND CONDITIONS**

598  
599 **21. EARNEST MONEY AND ADDITIONAL DEPOSITS.**  
600

- 601 a. **Delivery.** SELLER may cancel Contract by written notice if Earnest Money and Additional Deposits are not  
602 received by Listing Broker or Escrow Agent as specified in this Contract.
- 603
- 604 b. **Deposit.** Earnest Money and Additional Deposits will be deposited into an insured account by the specified  
605 Listing Broker/Escrow Agent within five (5) business days (Kansas Property) or ten (10) banking days  
606 (Missouri Property) of the Effective Date. All parties agree that Listing Broker/Escrow Agent will retain any  
607 interest earned on escrowed funds.
- 608
- 609 c. **Cancellation of Contract.** If this Contract is terminated by the express provisions of this Contract or by either  
610 party pursuant to a right expressly given in this Contract, the Earnest Money and Additional Deposits will be  
611 returned to BUYER, and neither party will have any further rights or obligations under this Contract, except as  
612 otherwise stated in this Contract.
- 613

614 Notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and  
615 Additional Deposits, the parties understand neither the Listing Broker nor the Escrow Agent can distribute the  
616 Earnest Money and Additional Deposits without the written consent of all parties to this Contract unless  
617 permitted to do so by applicable state laws.

618  
619 If BUYER and SELLER are unable to agree in writing upon the disposition of the Earnest Money and  
620 Additional Deposits or any other funds, Listing Broker or Escrow Agent may commence an inter-pleader or  
621 similar proceeding and BUYER and SELLER authorize Listing Broker or Escrow Agent to pay all funds to the  
622 Clerk of the Court for disposition as the Court may direct.

623  
624 BUYER and SELLER agree Listing Broker or Escrow Agent will be entitled to reimbursement of its costs  
625 incurred in connection with the inter-pleader or similar proceeding including without limitation, reasonable  
626 attorney fees and expenses.

627  
628 BUYER and SELLER agree, in the absence of a dispute or written consent to distribution, the failure by either  
629 to respond in writing to a certified letter from Listing Broker or Escrow Agent within seven (7) calendar days (if  
630 Kansas Property)/fifteen (15) calendar days (if Missouri Property) of receipt thereof or failure to make written  
631 demand for return or forfeiture of the Earnest Money and Additional Deposits within thirty (30) calendar days  
632 (if Kansas Property)/sixty (60) calendar days (if Missouri Property) of notice of cancellation of this Contract will  
633 constitute consent to distribution of the Earnest Money and Additional Deposits as suggested in such certified  
634 letter.

635  
636 All parties acknowledge any Earnest Deposit funds that remain in the Listing Broker or Escrow Agent's  
637 account for over one (1) year (if Missouri Property)/five (5) years (if Kansas Property) may be sent to the  
638 respective states as requested or required by law.

639  
640 **22. TAXES, PRORATIONS AND SPECIAL ASSESSMENTS.** All general/state/county/school and municipal real  
641 estate taxes, homeowner's association dues and fees, special assessments, interest on existing Loans to be  
642 assumed by BUYER, and any other contractual obligations of SELLER to be assumed by BUYER for years prior  
643 to the current calendar year will be paid by SELLER.

- 644
- 645 a. Any of the preceding items which become due and accrue during the calendar year in which SELLER'S  
646 warranty deed is delivered (including rents, if applicable) will be prorated between the parties as of the Closing  
647 Date and, for all years thereafter, to the extent permitted by applicable law, will be assumed and paid by the  
648 BUYER. BUYER acknowledges that the Property may be subject to a special assessment, fee, or located in  
649 an improvement district. BUYER acknowledges this disclosure is required by Kansas law, and may be found  
650 in the Seller's Disclosure and Condition of Property Addendum or a separate document, if applicable.

651  
652  
653  
654  
655  
  
05/21/17 Initials **SELLER** SELLER

Initials **SELLER and BUYER acknowledge they have read this page** Initials

  
BUYER BUYER

651 b. If the actual amount of any item, other than taxes for the current year, cannot be ascertained from the public  
652 record, the amount of the item for the preceding year will be used for the current year's amount. If the actual  
653 amount of taxes for the current calendar year cannot be determined, it will be estimated by using the current  
654 year's appraised value, if available from the county taxing authority,  
655 and last year's mill levy. If appraised value is not available, the Contract Purchase Price will be used with last  
656 year's mill levy. BUYER and SELLER agree to accept such prorations as final and release each other,  
657 Broker(s), Agent(s), and Closing Agent(s) from any liability for any increase or decrease in actual taxes due.  
658

659 In Missouri, reassessment takes place in odd-numbered years. Missouri transactions closing in odd-  
660 numbered years are subject to the process in the preceding paragraph. Missouri transactions closing in  
661 even-numbered years will be prorated based upon the preceding year's tax amount.  
662

663 **23. EVIDENCE OF TITLE.** SELLER agrees to provide and pay for an owner's title insurance policy in the amount  
664 of the Purchase Price insuring marketable fee simple title in BUYER, subject to the Permitted Exceptions and  
665 with the exception of any liens, encumbrances or other matters affecting title to the Property created by BUYER  
666 or arising by virtue of BUYER's activities or ownership.  
667

668 Within a reasonable time after the Effective Date, but prior to the Closing Date (the "Commitment Delivery  
669 Date"), SELLER agrees, at SELLER's expense, to deliver to BUYER a title insurance commitment from a  
670 company authorized to insure titles in the state where the Property is located, setting forth its requirements to  
671 issue an owner's title policy and mortgage policy, if applicable.  
672

673 Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, BUYER may not  
674 object to untimely delivery of the title commitment. The title commitment will commit to insure marketable fee  
675 simple title in the BUYER upon the recording of the deed or other document of conveyance. Title to the  
676 Property will be subject to the conditions in this Contract and to customary covenants, declarations, restrictions,  
677 zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of  
678 the date of recording the deed or other document of conveyance (the "Permitted Exceptions").  
679

680 BUYER will have a reasonable time after receipt of the title commitment (the "Objection Period") to notify  
681 SELLER in writing of any valid objections to title to the Property. SELLER will then make a good faith effort to  
682 remedy the defects in title. If SELLER is not able to remedy the title defects before the Closing Date, BUYER  
683 may elect to waive the objections, extend the Closing Date a reasonable time for the SELLER to remedy the  
684 defects, or cancel this Contract by written notice.  
685

686 If the time between the Effective Date and the Closing Date is short, both the Commitment Delivery Date and  
687 the Objection Period will be as soon as reasonably possible, but no later than the Closing Date.  
688

689 **24. EXPIRATION.** This offer will expire on 5/22/2017, at 6 o'clock p.m. (5:00 p.m. if  
690 left blank) unless accepted or withdrawn before expiration.

  
05/22/17  
SELLER | SELLER

Initials **SELLER and BUYER acknowledge they have read this page** Initials

  
  
BUYER | BUYER

691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747

**CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING.**  
**WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
**IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

**SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender(s).**

**BUYER and SELLER hereby specifically permit the Brokerage(s) assisting in the transaction to obtain and retain copies of both BUYER'S and SELLER'S Closing Statements.**

Albert B Wirtz  
dotloop verified  
05/21/17 12:01 PM EDT  
XLGB-LYR-VQMH-AZV3  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_

DocuSigned by: \_\_\_\_\_ 5/20/2017  
Mark R. Wegner  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

DocuSigned by: \_\_\_\_\_ 5/20/2017  
Amy L. Wegner  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_

Keller Williams Platinum Partners  
BROKERAGE \_\_\_\_\_ (Please Print)

Midwest Land Group, LLC.  
BROKERAGE \_\_\_\_\_ (Please Print)

1201 NE Windsor Drive, Lees Summit, MO 64086  
ADDRESS \_\_\_\_\_

14105 Overbrook Rd, STE D., Leawood, KS 66224  
ADDRESS \_\_\_\_\_

Jana Weaver  
Name of Licensee assisting Seller (Please Print)

Wade Fitzmaurice  
Name of Licensee assisting Buyer (Please Print)

816-812-5355                      816-525-7000  
Listing Licensee's Contact #      Brokerage Contact #

816-854-0100                      913-940-7373  
Selling Licensee's Contact #      Brokerage Contact #

Jana@dwhms.com  
Listing Licensee's Email Address

WFitzmaurice@midwestlandgroup.com  
Selling Licensee's Email Address

DATE OF FINAL ACCEPTANCE, THE "EFFECTIVE DATE" IS 5/21/2017  
(Effective Date to be completed by Licensee assisting the last party signing this Contract.)

**FORM CERTIFICATION: (TO BE COMPLETED BY LICENSEE PREPARING THIS FORM)**

The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of his/her knowledge, that the printed form contains the language approved by Counsel for the Kansas City Regional Association of REALTORS®. The undersigned Licensee further confirms no additions or deletions to the approved language have been made, except such changes as may appear hereon made by hand or computer generation and signed and/or initialed by the party submitting this offer. Licensee's signature below is not an opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms, to the best of the Licensee's knowledge, no changes have been made to the approved form. (Check one)

Licensee assisting Seller  
 Licensee assisting Buyer  
Wade Fitzmaurice

**CERTIFICATION OF REJECTION: (TO BE COMPLETED ONLY UPON SELLER'S REJECTION OF OFFER)**

Listing Licensee acknowledges receipt of this offer and has made a presentation to SELLER on \_\_\_\_\_ for SELLER'S consideration.

DATE \_\_\_\_\_ TIME \_\_\_\_\_  
By: \_\_\_\_\_  
Licensee assisting Seller

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 10/16. All previous versions of this document may no longer be valid. Copyright January 2017.

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1  
July 2014

Form Must Be Typed  
Form must be Signed  
All blanks must be Filled

**CERTIFICATION OF COMPLIANCE WITH THE  
KANSAS SURFACE OWNER NOTIFICATION ACT**

*This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.*

Select the corresponding form being filed:  C-1 (Intent)  CB-1 (Cathodic Protection Borehole Intent)  T-1 (Transfer)  CP-1 (Plugging Application)

OPERATOR: License # 35493  
Name: Mark Wegner  
Address 1: 2901 W 145th Street  
Address 2: \_\_\_\_\_  
City: Leawood State: Ks Zip: 66224 + \_\_\_\_\_  
Contact Person: Mark Wegner  
Phone: ( 913 ) 387-7237 Fax: ( \_\_\_\_\_ ) \_\_\_\_\_  
Email Address: mark.wegner@adm.com

Well Location:  
NW NW NE SE Sec. 14 Twp. 21 S. R. 22  East  West  
County: Linn  
Lease Name: Wurtz Well #: 5

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*

**Surface Owner Information:**

Name: Mark Wegner  
Address 1: 2901 W 145th Street  
Address 2: \_\_\_\_\_  
City: Leawood State: Ks Zip: 66224 + \_\_\_\_\_

*When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.*

*If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.*

**Select one of the following:**

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: 12/20/2018 Signature of Operator or Agent: Mark Wegner Title: Owner