

Exhibit “A”

- 1) Buyer(s) & Sellers acknowledge that either party may elect to complete an IRS 1031 Tax Exchange and agree to work with each other in such exchange at no added expense to the other party(s).
- 2) Buyer(s) before closing may designate/assign additional parties, including Buyer's or an entity owned or controlled by Buyer(s).
- 3) Buyer(s) acknowledge that the property is being sold "as is" and it's the responsibility of the Buyer(s) to conduct all due diligence before the action if desired. The property at the auction is being sold not subject to any contingencies including "loan or inspection".
- 4) Any announcements at the live auction to take priority over any marketed materials
- 5) This document shall be binding upon the benefit of parties hereto, their heirs, personal representatives, successors and/or assigns.
- 6) Title Insurance to be split 50/50 between Seller(s) & Buyer(s).
- 7) 100% of the 2026 property taxes to be paid by the Buyer(s)
- 8) Sellers agree to grant early possession on the irrigated cropland acres upon Earnest Money deposit (10% of winning bid) to Buyer(s) for field work before closing. If for any reason the transaction does not close by Buyer(s) the Sellers shall not be responsible for any reimbursement of Buyers occurred expense of field work.
- 9) Buyer(s) & Sellers agree that exact boundaries, acreage, and legal description will be subject to a survey being completed before closing and paid for by Sellers if Tract #8 & Tract #9 are sold separately **Approximate boundaries showed in maps**.