

- 6. Represent and accept compensation from any other party in case of exchange, as well as from Seller;
 - 7. Report the closed sale and the terms thereof to any M.L.S or Board of REALTORS® of which it is a member for further release to its members, or to potential clients, certified appraisers or customers, for their use as comparable market data and statistics;
 - 8. Broker may list properties for other prospective sellers without breaching any duty or obligation to Seller;
 - 9. Show subject property to Buyers assisted by Broker when Broker is acting as an Intermediary.
- F. Seller hereby directs Broker to disclose to any M.L.S or Board of REALTORS® of which it is a member, all prospective Subagents, prospective Buyers and/or Buyer's Agents, certified appraisers and/or prospective Intermediary, conditions disclosed by Seller to Broker regarding the real and/or personal property.

III. PRICE AND TERMS.

The listing price shall be (\$ 2,500,000.00)

Two Million, Five Hundred Thousand

Dollars payable upon the following terms and conditions: *(select those that apply)*

Cash New Loan. Seller will carry up to \$ _____ at no less than _____ % interest for no more than _____ years. OR Other:

IV. BROKER COMPENSATION.

A. The amount or rate of real estate commission is not fixed by law. It is set by each Broker individually and may be negotiable between Seller and Broker.

B. Seller hereby agrees to pay Broker as compensation for Broker's services: 5.000 % of the selling price; OR \$ _____; OR

(select one).

C. In case of any sale or exchange of the subject property within said listing period by Broker, or by any person, Seller shall pay the compensation provided by Section IV B in cash at closing.

D. "Sale," as used in this Agreement shall include, but is not limited to, any exchange of the Property; any contributions or conveyance of the Property or any interest therein to any person or any business entity; or the granting of an option to purchase the Property

E. Seller shall pay Broker the compensation provided by Section IV B hereof within seven (7) days of the date written demand is mailed by Broker to Seller upon the occurrence of any of the following events:

1. If Seller shall, within the listing period provided herein, either reject or fail to accept a written offer to purchase the subject property from a Buyer who is ready, willing and able to purchase the subject property for the price and upon the terms provided herein at a time when another written offer to purchase the property has not been accepted by Seller; OR

2. If Seller shall refuse or fail to close a sale of the subject property even though Seller, within said listing period has entered into a fully executed contract for the sale of said property; OR

3. If the subject property or any part thereof is sold, exchanged, leased or optioned, or if any other transaction occurs which causes an effective change of ownership of such property from Seller to a third party within 25 days after the expiration of this Contract, to or with any person, firm, corporation or other entity or anyone acting for such person, firm, corporation or other entity to whom the property was introduced by Seller, Broker or any of Broker's Salespeople or by any other person, and whose name was disclosed by Broker to Seller prior to expiration or by written notice, deposited in the U.S. Mail, certified mail, return receipt requested and postage prepaid, before midnight of the seventh day following the date of the termination of this Contract, exclusive of the date of termination. A written offer to purchase this property submitted to Seller during the term of this Contract shall constitute the notice required by this subsection without further notice to Seller.

4. In the event that a commission is earned for the lease, sale or exchange of this property by another Wyoming licensed real estate Broker with whom Seller lists the property at any time after termination of this Contract, the protection stated in Section IV D 3 above shall be waived so that Seller is not liable for dual commissions.

F. In the event of forfeiture of payments made by a prospective Buyer on any contract obtained during the term of this Contract, the sums so forfeited shall be divided between Broker and Seller, 25.000 % thereof to Broker, but not to exceed the commission agreed upon herein, and the balance to Seller.

G. A lease commission of: _____ % of the total lease payments; OR \$ _____; OR

_____ *(select one); in the event that Broker or any other person negotiates a lease acceptable to Seller during the term of this Contract, payable immediately upon receipt of lease payments at closing, whichever is greater.*

105 H. **LIMITATION ON BROKER'S COMPENSATION.** Broker shall not accept compensation from the buyer, the buyer's
106 agent, or any entity participating in or providing services for the Sale without the written consent of the Seller.

107 **V. EXISTING FINANCING.**

108 A. The existing loan type is: _____ loan #: _____
109 The Lender is _____, whose address is _____

110
111 The approximate remaining balance is \$ _____ with payments of \$ _____
112 (P.I.T.I.) with all payments current as of _____.

113 B. Any additional financing shall be disclosed in ADDITIONAL PROVISIONS.

114 C. Seller hereby directs the holder of any note, lien, security agreement, financing statement or other encumbrance secured
115 by the above listed property to disclose to Broker the amount owing on said encumbrance and other terms thereof and
116 provide copies of any and all documents relating to such encumbrances to Broker. Seller hereby directs all utility
117 companies providing service to the property to disclose the history of charges thereof to Broker. Seller further directs the
118 Farm Service agency, and/or private, state and federal lessors to disclose and provide to Broker copies of any and all
119 maps, leases or agreements relating to said property.

120 **VI. CLOSING COSTS.**

121 A. Seller shall pay the following additional closing costs in cash or certified funds at closing:

122 1. Recording fee for any mortgage release(s), deed preparation and Owner's title insurance policy as stated in Section
123 VIII B below;

124 2. Any cost of repairs Seller agrees to pay in the Contract to Buy and Sell Real Estate;

125 3. Other: Warranty deed and own attorney fees, if any.
126 _____

127 B. General taxes for the year of closing based on the most recent assessment, domestic water rents, sewer rents, association
128 fees, grazing fees, if any and if applicable, shall be apportioned through date of closing. Any such installments becoming
129 due after closing shall be paid by Buyer

130 C. Closing firm's fee shall be paid by: split 50/50 between Buyer and Seller

131 D. Any unreleased judgments, liens or other encumbrances affecting all or any portion of property included in the purchase
132 price, and required to be paid, shall be paid by Closing Agent from the proceeds of this transaction or paid by the
133 responsible party in cash or certified funds at time of closing.

134 **VII. ITEMS INCLUDED IN PURCHASE PRICE.**

135 A. Price shall include all fixtures currently on premises, including but not limited to, all lighting, heating and plumbing
136 fixtures, all outdoor plants, air conditioning, ventilating fixtures and evaporative coolers, built-in appliances,
137 permanently attached floor coverings, storm windows, doors, screens, garage door openers and controls, smoke/fire
138 detection devices, curtain and drapery rods, attached TV antennas, TV satellite dish controls (if owned by Seller),
139 attached mirrors, awnings, water softeners (if owned by Seller), propane tanks (if owned by Seller), heating stove(s) and
140 fireplace inserts, gates, auto gates/cattle guards, irrigation/domestic water systems, stock tanks, *(delete items not*
141 *included)* and Not Included - PV

142 Silencer chute, to be negotiated in purchase contract.
143 _____

144 PROVIDED HOWEVER, that the trade fixtures and the following fixtures of a permanent nature are to be EXCLUDED
145 from the sale:

146 None

147 Seller agrees to remove all such excluded fixtures in a workmanlike manner without causing damage to the premises, on
148 or before the date of possession or closing, whichever is sooner. Any such damages shall be repaired at Seller's
149 expense.

150 B. The price shall also include the following personal property/equipment items currently on the premises:

151 None

152 in the condition as stated in Section X below.

153 C. To include the following air rights:

154 Any and all air rights associated with the subject property will transfer to Buyer at day of closing.
155 _____

156 D. To include the following mineral rights:

157 Any and all mineral rights, if any, associated with the property will be retained by Seller.
158 _____

- 159 E. To include the following leases, agreements and permits (surface damage, grazing, water discharge, oil and gas, etc.):
160 None
161 _____
162 F. To include the following water rights (ground, surface, reservoir, pipeline and stockwater):
163 All adjudicated and permitted water rights associated with the subject property will transfer to Buyer at day of
164 closing.
165 G. To include the following growing crops:
166 None
167 _____

VIII. TITLE.

- 168 A. The Owners of Record are Vineyard Revocable Trust Rodney L and Patricia Ann 2/11/2022
169 who hold such fee interest as (Sole Ownership), (Husband and Wife), (Joint Tenants with Rights of
170 Survivorship), (Tenants in Common), (I.L.C.), (Partnership), (Corporation), (Trust) (Seller select one).
171 The Sellers (if different from the Owners of Record) are _____
172 _____
173 _____
174 B. In case of sale or exchange, Seller agrees to furnish, at Seller's expense, an Owner's title insurance policy in an amount
175 equal to the purchase price, showing merchantable title in Seller.
176 C. In case of sale or exchange, Seller agrees to execute and deliver a general warranty deed or _____
177 _____ (Trustee's Deed, Special Warranty Deed, etc.) including the release and waiver of all
178 homestead rights, if any, and a good and sufficient bill of sale to Buyer conveying said real and personal properties. Title
179 shall be subject to general taxes for the year of closing, local improvement districts, irrigation ditch right of ways,
180 guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning
181 laws, easements, restrictive covenants, and reservations of record and the following additional encumbrances to include
182 unrecorded easements which will NOT be released or discharged at closing:
183 All liens, mortgages and encumbrances will be paid in full and/or released on or before day of closing.

IX. CLOSING AND POSSESSION.

- 184 A. Closing shall occur as mutually agreed in writing between the parties at a time and place which shall be designated by
185 Listing Broker. Seller, at Seller's option, may continue to offer subject property for sale until closing. Seller understands,
186 however, that any additional offer accepted may subject Seller to remedies provided by law for breach of the original
187 Contract.
188 B. Possession shall be delivered to Buyer as mutually agreed in writing between the parties but in no event, without
189 agreement, later than to be negotiated purchase contract.
190 C. Possession shall be subject to the following leases, permits, agreements or tenancies:
191 None
192 _____
193 1. Copies of all leases and/or tenants' written verifications of rental terms, security/damage deposits are attached
194 hereto. Seller agrees to notify Broker of any change in tenant status immediately.
195 2. All security/damage deposits shall be transferred to Buyer at closing.

X. CONDITION OF PROPERTY.

197 Seller agrees that any defects of a material nature regarding the condition of the property or condition of title, actually known
198 by Broker, must be disclosed by Broker to any Buyer. Seller hereby indemnifies and holds Broker harmless from all claims
199 arising from Seller's failure to completely and accurately disclose, on an ongoing basis during the term of this Contract, all
200 conditions of the property, the status of all financing and encumbrances and all special facts which may be material to
201 Broker's representation of Seller's property. For sale of vacant land as described by Wyoming Statute 34-1-151, Paragraph A,
202 B and C of Property Disclosure statement must be completed and attached hereto. (Select A or B):

- 203 A. ~~Seller has completed and attached as an addendum hereto, the Property Condition Statement(s). All known~~
204 ~~conditions of the real and/or personal property have been set forth on that Property Condition Statement, and~~
205 ~~any supplements.~~
206 Initial PN B. A Property Disclosure is not available.
207 Initial

XI. INSPECTIONS.

- 208 A. Seller agrees to permit all electrical, mechanical, structural, environmental and/or other inspections of the property by
209 Broker, Subagents, prospective Buyers, Buyer's Agents, Intermediaries or by third persons acting on their behalf, at
210 reasonable times, upon at least 24 hours advance notice, and without expense to Seller unless otherwise agreed in
211 writing.
212

213 B. Broker has no duty to conduct an independent inspection of the property for the benefit of a Buyer and has no duty to
214 independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has
215 no duty to conduct an independent investigation of Buyer's financial condition or to verify the accuracy or completeness
216 of any statement made by Buyer.

217 **XII. USDA GOVERNMENT PROGRAMS**

218 (Check One)

219 Seller does **NOT** participate in USDA Government Programs.

220 Seller **DOES** participate in USDA Government Programs.

221 All beneficial interest that the Seller has in the crops will be transferred to the buyer on the day of closing. Conservation
222 Reserve Program contracts will be assumed and maintained by the Buyer with all payments prorated to the day of closing
223 by the Farm Service Agency. On the day of closing the Seller will contract the Farm Service Agency and Natural Resource
224 Conservation Service to update ownership records.

225 **XIII. DEFAULTS, REMEDIES AND ATTORNEY'S FEES.**

226 A. **TIME IS OF THE ESSENCE** hereof, and any party who fails to tender any payment, or perform any other condition
227 hereof as herein provided, shall be in default of this Contract. In the event of default, the non-defaulting party may elect
228 to treat this Contract as breached and recover such damages as may be proper.

229 B. In the event that any party shall become in default or breach of any of the terms of this Contract, such defaulting or
230 breaching party shall pay all reasonable attorney's fees and other expenses which the non-breaching or non-defaulting
231 party may incur in enforcing this Contract with or without formal proceedings. This provision shall not limit any other
232 remedies to which the parties may otherwise be entitled.

233 C. Seller agrees that in the event of any controversy regarding earnest money or things of value held by Broker, unless
234 Broker receives written instructions from both Buyer and Seller regarding disposition of the earnest money or things of
235 value, Broker, in its sole discretion, may hold the earnest money or things of value or may interplead all parties and
236 deposit the earnest money deposit or things of value into a court of competent jurisdiction. Broker shall be entitled to
237 recover its attorney's fees and costs from the losing party in the action in which the funds are interplead, but if no such
238 award or payment is made, Broker shall recover its court costs and reasonable attorney's fees from the interplead funds
239 or things of value.

240 **XIV. AGREEMENTS AND COVENANTS.**

241 A. Broker agrees that, until closing, he shall convey to Seller every written offer and counter offer delivered to him as soon
242 as practicable after receipt.

243 B. **NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective buyer because of the
244 race, creed, color, sex, marital status, national origin, familial status, physical or mental handicap, or religion of such
245 person.

246 C. Seller agrees to refer to Broker all inquiries from other Brokers and all prospective Buyers received by Seller during the
247 term of this Contract

248 D. Seller agrees that Broker shall not be responsible for property management or maintenance of the premises, or utilities;
249 nor shall Broker be liable for damage of any kind occurring to the premises or injury to third parties, unless such
250 damages or injuries shall be caused by the negligence of Broker.

251 E. The undersigned covenants that upon execution of this Contract:

252 1. If Seller is a partnership, association, trust or corporation, the undersigned is duly authorized to execute this
253 Contract on behalf of such entity. **Evidence of authority is attached hereto.**

254 2. If Seller is a person or entity other than the owner of record, such Seller has the authority to execute this Contract
255 and perform each and all of the obligations of Seller herein, including the delivery of merchantable title at closing.

256 3. There are no outstanding or contemplated claims in connection with any insurance policy covering the above
257 described property, except:

258 None known

260 4. There are no legal proceedings that could affect title to the property such as: bankruptcy, foreclosure, divorce,
261 delinquent child support, probate, will contest, etc., except:

262 None known

264 5. There have been no alterations, repair work or new construction, services performed or materials furnished during
265 the last 12 months for which there are unpaid bills or claims, except:

266 None known

267

- 268 6. On items included in purchase price, there are no chattel mortgages, conditional sales contracts, security
 269 agreements, financing statements, or personal property leases affecting any materials, fixtures, appliances,
 270 furnishings or equipment placed upon, or installed in or upon said real property or the improvements thereon,
 271 except:
 272 None known
 273
- 274 7. There are no judgments or liens against the subject property or the Owner or Seller, EXCEPT general taxes for the
 275 year of closing and
 276 None known

277 **XV. ADDITIONAL PROVISIONS.**

278
 279 **Tax-Deferred Exchange 1031**

280 **In conformance with Section 1031 of the Internal Revenue Code, it may be the intention of the Seller or Buyer or both**
 281 **to effect a tax-deferred exchange. Either the Seller or Buyer or both may assign his/her rights in the contract to a**
 282 **Qualified Intermediary for the purpose of effecting a tax-deferred exchange. The parties agree to cooperate and**
 283 **execute the necessary documents to allow either or both parties to effect such exchange at no additional cost or**
 284 **liability to the other party. However, any warranties that may be expressed in this contract shall remain and be**
 285 **enforceable between the parties executing this document.**
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317 **XVI. ADDENDA ATTACHED: (Check all that apply.)**

- 318 Lead-Based Paint Disclosure
 319 Addendum for Additional Provisions
 320 Real Estate Brokerage Disclosure Form
 321 Consent Amendment & In-Company Transaction Disclosure
 322 Copies of all leases and/or written verifications of rental terms
 323 Preliminary Title Commitment
 324 Applicable Covenants

- Easements
 Property Condition Disclosure
 1031 Tax Deferred Exchange Notice
 Evidence of Authority
 Security/damage deposits
 Designation of Agent/Intermediary
 Other: _____

325 **XVII. ACKNOWLEDGMENTS.**

- 326 A. This Contract shall be binding upon and inure to the benefit of the respective parties hereto, their successors,
- 327 representatives and assigns.
- 328 B. This Contract shall be executed in multiple copies and by their signatures hereon the parties acknowledge receipt of a
- 329 signed copy at the time of signing. Signature pages transmitted by telecopier or electronic transmittal via scanned pdf
- 330 copy shall be deemed to be original signature pages with the same legal effect as manual signatures.
- 331 C. All representations made by Broker in the negotiations of this Contract have been incorporated herein; there are no oral
- 332 agreements between Seller and Broker to modify the terms and conditions hereof and this Contract may be
- 333 modified only in writing and executed by all parties hereto.
- 334

335 **THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS,**

336 **CONSULT LEGAL COUNSEL BEFORE SIGNING.**

337

338 **BROKER**

339 Mason & Morse Ranch Company LLC

340 1878 N Glendo Hwy

341 Glendo, WY 82213

342

343 By: Scott Leach

344 Signature **Scott R Leach**

Date 5/23/24

345

346 Seller Rodney L Vineyard

347 **Rodney L Vineyard**

Date 5-23-24 Time 3:30 PM

348

349 Seller Patricia Ann Vineyard

350 **Patricia Ann Vineyard**

Date 5-23-24 Time 3:30 PM

351 Seller _____ Date _____ Time _____

352

353 Seller _____ Date _____ Time _____

354

355 Seller _____ Date _____ Time _____

356

357 Seller _____ Date _____ Time _____