



ADDENDUM D
AGREEMENT AS TO GOVERNMENT PROGRAMS

This Addendum D - Agreement as to Government Programs ("Addendum D") is made and intended to be a part of that certain Real Estate Sales Contract is dated 12/12, 2024, as the same may be amended from time to time, by and between the undersigned parties ("Contract"). All terms not herein defined shall have and carry the definition set forth in the Contract.

1. Disclosure of Government Programs. The Property is being sold and conveyed subject to the following government contracts (the "Government Contracts"):

- a. Tract 2-11021B Contract # \_\_\_ which will expire 9-30, 2025.
b. Tract 3 -11020B Contract # \_\_\_ which will expire 9-30, 20 25.
c. \_\_\_ Contract # \_\_\_ which will expire \_\_\_, 20\_\_.

True and accurate executed copies of all such Government Contracts are attached hereto and incorporated herein by reference.

2. Buyer's Acknowledgment of Government Contracts. Buyer acknowledges that all or some portion of the Property is currently subject to certain state and/or federal government farm programs and the Government Contracts. Buyer has been provided an opportunity to and has determined that the purchase and conveyance of the Property to Buyer subject to the Government Contracts is acceptable and Buyer agrees to take title subject thereto.

3. Buyer's Agreement to Assume Contracts and Obligations. Buyer acknowledges that all or some portion of the Property is currently subject to certain state and/or federal government farm programs and the Government Contracts. Buyer covenants and agrees to assume the Government Contracts now in force and to continue to participate in any state or federal farm program or Government Contracts applicable to the Property until such shall expire by their own terms. All payments from Government Contracts shall be payable to Seller for the payment year 2024. All payments from Government Contracts thereafter shall be paid to [ ] Buyer [ ] Seller [X] Prorate to day of closing by Farm Service Agency at the time of annual disbursement.

4. Indemnification of Seller. Should Buyer default upon or terminate, or take any action to cause the default upon termination of any Government Contracts prior to the end of the term of the Government Contract, Buyer agrees and covenants to pay all costs and expenses of Seller incurred due to such default or termination, including but not limited to any repayment obligations Seller may then have or which may thereafter accrue. Buyer further agrees and covenants to indemnify Seller therefore, including any reasonable attorneys' fees, costs or expenses incurred by Seller as a result thereof. The obligations of Buyer pursuant to this Addendum D shall also apply to any and all similar government contracts relative to the Property, whether or not disclosed to Buyer.

5. Reaffirmation of Contract. To the extent the terms of this Addendum D modify or conflict with any provisions of the Contract, including any prior addenda, amendments and/or counteroffers, the terms of this Addendum D shall control. All other terms of the Contract, any prior addenda, amendments and/or counteroffers not modified by this Addendum D shall remain unchanged and in full force and affect.

6. Other Provisions Regarding Government Contracts. NA

Buyer

Buyer

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

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

Seller

Seller

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

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