

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF KANSAS

In re:  BOEGEL FARMS, LLC; THREE BO'S, INC.; WARREN L. BOEGEL AND THE WARREN L. BOEGEL TRUST UTA 2-07-07 (REVOCABLE TRUST), WARREN L. BOEGEL, TRUSTEE  DEBTORS.	<b>CASE NO.: 17-10222-11</b> CHAPTER 11 <b>Joint Administration</b> (With Case Nos. 17-10221-11 & 17-10224-11)
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**MOTION FOR ORDER AUTHORIZING SALE OF  
REAL PROPERTY FREE AND CLEAR OF LIENS  
BY PRIVATE SALE SUBJECT TO OVERBID**

Debtors: Warren L. Boegel and the Warren L. Boegel Trust UTA 2-07-07 (Revocable Trust), Warren Boegel, Trustee; Boegel Farms, LLC; and Three Bo's, Inc. (collectively, the "Debtors"); by and through their undersigned counsel, hereby request that the Court enter an Order authorizing Debtors to sell approximately 3700 acres of their real property by private sale to the Fred M. Ritsema Trust and the Yoka A. Rodenhuis Trust and their Affiliates or Assignees ("Ritsema" or "Buyer"), for the sum of \$8,000,000.00, with an earnest deposit of \$80,000.00. Creditor, Rabo AgriFinance LLC ("Rabo" or "Bank"), holding a first priority security interest in the property that is the subject of this Motion, has consented to this proposed sale. This sale is in the best interest of the estate, as it will provide a substantial pay down of Rabo's secured claims and facilitate the Debtors' ability to propose and confirm a plan of reorganization. In support of this Motion, the Debtors state as follows:

1. On or about February 23, 2017 ("the Petition Date"), Debtors filed their Voluntary Petitions for Relief under Chapter 11 of the Bankruptcy Code. Debtors continue in

possession of their property and operate and manage their business as debtors-in-possession pursuant to the provisions of 11U.S.C. §§ 1107 and 1108.

2. Debtors believe that it is in the best interest of their bankruptcy estate and their creditors to sell their real property located in Kearney County, Kansas, and consisting of approximately 3,700 acres, free and clear of all liens and encumbrances, with liens and encumbrances attaching to the proceeds of the sale in the same order of priority that they enjoyed against the real property. Description of said real property to be sold is as follows:

- a. All of Section 22-25-36, Kearney County, KS
- b. All of Section 28-35-36, Kearney County, KS
- c. All of Section 27-25-36, Kearney County, KS
- d. All of Section 21-25-36, Kearney County, KS, Laying North of US Highway 25
- e. All of Section 24-25-36, Kearney County, KS
- f. 1.4 Acres in Section 23-25-36, Kearney County, KS
- g. South Half of Section 15-25-36, Kearney County, KS
- h. 141 Acres in the East half of Section 20-25-36, Kearney County, KS
- i. 71 Acres in Section 29-25-36, Kearney County, KS

The foregoing, subject to any modifications as may be demonstrated as necessary by any survey conducted prior to Closing, along with any associated personal property that is included in the sale pursuant to the terms of the Agreement (as defined below), shall be hereinafter referred to as the “Property.” The Property is currently pledged to Rabo.

3. The Bankruptcy Court has jurisdiction over this matter pursuant to 28 U.S.C. 1334, its local rules, and 11 U.S.C. §§ 361-65.

### **THE PROPOSED SALE OFFER**

4. Debtor proposes to sell the Property by way of private sale. A copy of the Purchase Agreement and related schedules and exhibits (collectively, the “Agreement”) related to the sale of the Property is attached hereto as **Exhibit 1**.

5. The entire Property will be sold, which is property of the Debtors' estates. There are no other liens against the Property other than those held by Rabo, except to the extent of any unpaid and pro rata ad valorem taxes.

6. The proceeds from sale of the Property herein shall first be applied to ordinary costs of sale, closing costs, and pro rata real property taxes, and any remaining funds shall be paid directly to Rabo at Closing, with the exception of the Carve Out, as defined below. Proceeds paid to Rabo will be first applied to the smaller note (as reflected on Claim No. 7 in Case No. 17-10224) until the smaller note is satisfied in full, and then to the larger note (as reflected on Claim No. 8 in Case No. 17-10224).

**SALE FREE AND CLEAR OF LIENS AND ENCUMBRANCES OF RECORD**

7. The Property will be sold free and clear of the liens and encumbrances held by Rabo, as reflected on Claim No. 7 in Case No. 17-10224 as reflected on Claim No. 8 in Case No. 17-10224, with Rabo's liens to attach to the proceeds of the sale and, with the exception of the Carve Out, with the net sales proceeds being paid to Rabo at Closing.

8. All other liens, mortgages, leases, servitudes, or encumbrances shall be eliminated by the sale under this Motion, pursuant to 11 U.S.C. §363(f).

9. The Buyer will pay all escrow costs and title insurance expense. The Debtors will pay the cost of all curative recording documents or documents related to this bankruptcy proceeding, with the Buyer to pay the costs of recording of any deed and mortgage on the Property.

10. The Debtors will pay all 2016 and prior year real property taxes at Closing from the proceeds of the sale. The 2017 taxes will be divided between the Debtor and the Buyer on a

pro rata basis, as set forth in the Agreement, and the Buyer will receive a credit for any portion of 2017 taxes attributable to the Debtors.

11. The Buyer is not acquiring any other property of the Debtors other than the Property. No common identity of any officers, directors or members of any of the Debtors and the Buyer exist, and the sale of the Property shall not expose the Buyer to any successor or similar liability.

### **RIGHT OF OVERBID**

12. Third party bidders shall have the right of overbid and subsequent bids. Any initial overbid must be in the minimum increment of \$10,000.00. Each subsequent overbid must, likewise, be in an additional amount of \$10,000.00. The Buyer shall be entitled to submit bids in excess of any other overbids, but any overbids by the Buyer shall comply with the requirements for other overbidders.

13. All overbids must first qualify as acceptable bids. In order for a bid to be “acceptable”, the overbidder must a) deposit with Debtor’s counsel an earnest fee deposit of not less than \$80,000.00, together with the overbid offer and satisfactory documentation of ability to pay the full purchase price, b) agree that such earnest fee deposit shall be refunded to the overbidder in the event that the overbid is not successful, but shall be non-refundable in the event that the overbidder is the successful buyer, and c) agree to all of the material terms and conditions contained in the Agreement with no extension of the due diligence deadlines (which will expire approximately one week after the hearing), except as may be otherwise obviated by this Motion and any Order granting this Motion.

14. Any initial overbid shall be submitted in writing to Debtor’s counsel not later than **December 6, 2017**, with the applicable earnest money deposit to be submitted to Debtor’s

counsel and retained in counsel's attorney-client trust account unless otherwise agreed to by the Debtor and overbidder. Any overbid shall also be filed as an objection to this Motion. Counsel for the Debtor may file such overbid with the Court in the event that an overbid is erroneously submitted solely to Debtor. In the event that an overbid is submitted by the deadline, the Court shall conduct an auction at the hearing on this Motion. Any subsequent bidders shall have deposited the requisite earnest money with Debtor's counsel prior to the hearing on this Motion, or they shall not be permitted to submit subsequent bids at the hearing.

15. In the event of a successful overbid, the successful bidder shall be substituted as the "Buyer" in this Motion.

#### **HOMESTEAD CARVE OUT**

16. A portion of the Property consists of the homestead of Warren L. Boegel. The parties have agreed that the value of the homestead is \$400,000.00.

17. Out of the sale proceeds from the Property, \$400,000.00 shall be delivered to Warren L. Boegel's counsel to be held in trust pending further order of the Court ("the Carve Out"), and Rabo shall have a first priority lien on the Carve Out. The Carve Out shall be designated for the purchase of a replacement homestead by Warren L. Boegel. The purchase of the replacement homestead shall be subject to Court approval. The Carve Out shall not be utilized until such time as the Court has approved such purchase after a properly noticed motion. A motion to purchase such a homestead using such Carve Out shall be filed not later than six months following the closing of the sale of the Property. In the event that such motion is not timely filed, the Carve Out shall be paid to Rabo.

18. The liens of Rabo shall attach to the Carve Out and to any homestead subsequently purchased using the Carve Out. If the amount paid by the Debtors for the new

homestead is less than the amount of the Carve Out, the remainder shall forthwith be remitted to Rabo.

### **REQUESTED APPROVAL OF THE MOTION FOR ORDER OF SALE**

19. The proposed sale is in the best interest of the estate and all parties have acted in good faith.

20. The Debtors believes a prompt sale of the Property under 11 U.S.C. §363(b) is critical to this estate to maximize the value of its assets for the benefit of all of its creditors. Further, the Debtors note that pursuant to the Court's Agreed Order extending the use of cash collateral [*see* Dkt. 136, Case No. 10-222], the Debtors are required to sell the Property and close on the sale by not later than January 31, 2018. Approval of this Motion will facilitate the Debtors' ability to comply with the requirements of the Agreed Order.

21. Under 11 U.S.C. §363(b and f) and 11 U.S.C. §1107(a) the Debtor-in-Possession is empowered to sell the Property free and clear of liens, claims and encumbrances, with liens, claims and encumbrances to attach to the proceeds.

22. The Court's power to authorize a sale under 11 U.S.C. §363(b) is to exercise at its discretion using a flexible case-by-case approach. See *In Re Baldwin United Corporation*, 43 BR 905 (Bankr. S.D. Ohio 1984). The important consideration for the Court is the finding that a proper business rationale exists for the sale of assets. *Stephens Industry, Inc. v. McClung*, 739 F.2d 386 (6<sup>th</sup> Cir. 1986).

23. The sale of the Property is in accordance with the Debtor's overall business plan to reduce its existing debt structure and operate a sustainable form. Further, the sale of the Property is consistent with, and indeed required by, the terms of the Agreed Order.

24. The Property is to be sold free and clear of liens and encumbrances, but subject to ordinary covenants, easements, and restrictions of record.

25. Based on the foregoing, the Debtors submit that the sale of the Property is in the best interest of the bankruptcy estate and should be approved. In conjunction therewith, the Debtors request the Court approve the proposed sale to Buyer with the protection afforded by 11 U.S.C. §363(f) and approve the sale free and clear of liens and encumbrances.

26. Debtors propose that, at Closing, the sale of the Property to Buyer will constitute a legal, valid and effective transfer of the Property and will vest Buyer with insurable fee title to the Property with all right, title and interest of the Debtors in and to the Property free and clear of all liens and claims (as defined in 11 U.S.C. §101) pursuant to Section 363(f) of the Bankruptcy Code (other than liens created by Buyer) whatsoever known or unknown, fixed, liquidated, contingent or otherwise, including, but not limited to, any of Debtors' creditors, vendors, suppliers, employees or lessors and any other person that is the holder of a claim (collectively "Claimants"), with the sole exception of ordinary covenants, easements, and restrictions of record.

27. Debtors propose that Buyer shall not be liable in any way (as successor entity or otherwise) for any claims that any of the Claimants or any other third party may have against the Debtors, the businesses of the Debtors, and/or the Property, and Debtors request that approval of the proposed sale permanently enjoin and restrain the assertion and prosecution of any claims by Claimants or any other third party against Buyer, Buyer's Affiliates, designees and assigns and the ownership, use and operation of the Property, and further enjoin Claimants or any third parties from taking any action against Buyer or Buyer's affiliates for the purpose of recovering any claim which such Claimant or third party has solely against Debtor or Debtor's Affiliates.

28. The proposed consideration for the sale constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the State of Kansas. Further, as noted above, Rabo, which holds a first priority lien on the Property, consents to the sale and also believes that the purchase price is fair.

29. The transactions contemplated by the Agreement are not subject to avoidance under 11 U.S.C. Section 363(n), are undertaken by Debtors and Buyer at arm's length, without collusion and in good faith within the meaning of Section 363(m) of the Bankruptcy Code, and such parties are entitled to the protections of Section 363(m) of the Bankruptcy Code.

30. Not selling the Property free and clear of liens and claims would impact adversely on Debtors' bankruptcy estates and would be of substantially less benefit to the Debtors' estates.

31. Debtors further request a waiver of any otherwise applicable bulk sales laws in all necessary jurisdictions.

32. Debtors request authority to execute all necessary documents and take all necessary and appropriate actions to consummate the sale proposed herein. As part of the relief sought herein, Debtors seek this Court's approval of the Agreement and specific authorization to enter into the Agreement.

33. In the event that the Motion is granted, the Bankruptcy Court shall retain jurisdiction to interpret, construe and enforce the provisions of the Agreement, to resolve any and all disputes that may arise under such Agreement as between Debtors and Buyer, to hear and determine any and all disputes between Debtor, Buyer, and any Claimant or third party claims related to such Agreement, and to interpret, construe and enforce the provisions of any order granting this Motion, provided that in the event the Bankruptcy Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction, such abstention, refusal or lack of

jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

WHEREFORE, Debtors pray for an order granting this Motion and for such other and further relief as the court deems just and proper.

**Respectfully Submitted:**

ERON LAW, P.A.  
*Attorneys for Debtors*  
*Boegel Farms, LLC and*  
*Three Bo's, Inc.*

/s/ David Prella Eron  
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*Warren L. Boegel and The Warren L.*  
*Boegel Trust UTA 2-07-07 (Revocable*  
*Trust), Warren L. Boegel, Trustee*

/s/ Edward J. Nazar  
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[enazar@hinklaw.com](mailto:enazar@hinklaw.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on November 16, 2017, a true and correct copy of the foregoing was electronically filed with the Court using the CM/ECF system, which sent notification to all parties of interest participating in the CM/ECF system.

Furthermore, I certify that true and correct copies of the same were forwarded via U.S. Mail, first class, postage prepaid and properly addressed to the following:

See Attached Matrix.

/s/ Margaret R. Spangler  
MARGARET R. SPANGLER  
Assistant to David Prella Eron

# EXHIBIT 1



## AGRICULTURAL LAND REAL ESTATE CONTRACT

Document updated:  
April 2016

1. **PARTIES:** The parties to this Contract are: (Print Names and Indicate Marital Status)  
SELLER: Warren Boegel Trust, Boegel Farms, LLC  MARRIED  
BUYER: Fred M. Ritsema Trust, Yoka A. Rodenhuis Trust  MARRIED

2. **EFFECTIVE DATE OF THE CONTRACT:** The "Effective Date" of this Contract shall be the date of final acceptance by the last party to sign this Contract.

3. **AGREEMENT TO SELL AND PROPERTY ADDRESS:** BUYER agrees to purchase and SELLER agrees to sell the following-described real property (the "Property"):

STREET ADDRESS: See Addendum A (Legal Descriptions)  
CITY: Lakin COUNTY: Kearny STATE: ks ZIP CODE: 67860  
LEGAL DESCRIPTION:  
See Addendum A ( Legal Descriptions)

4. **PURCHASE PRICE OF THE PROPERTY:** BUYER shall pay \$ 8,000,000.00 to the SELLER as the Purchase Price as consideration for the purchase of the Property in the manner as follows:

- A. **EARNEST MONEY** (See Section 7): \$ 80,000.00
- B. **NEW MORTGAGE** (See Section 8): \$ \_\_\_\_\_
- C. **OTHER FUNDS:** \$ \_\_\_\_\_
- D. **APPROXIMATE BALANCE DUE FROM BUYER** at the time of Closing, excluding adjustments and pro-rations, financing as set forth in the Contract or the attached financing addendum, closing costs and any pre-paid expenses (if any). Amount shall be in the form of Cash, Certified, Cashier's Check or wired funds on the date of Closing. \$ 7,920,000.00
- E. **OTHER SELLER PAID COSTS IN ADDITION TO COSTS SPECIFIED ABOVE,** SELLER agrees to pay BUYER'S other allowable closing costs or pre-paid expenses not to exceed (this amount  shall  shall not include the amount of any title insurance charges and closing agent fees the SELLER has also agreed to pay under Sections 5 and 22 of this Contract): \$ \_\_\_\_\_

5. **CLOSING AND POSSESSION:**

- A. Closing shall be completed on or before January 3, 2018 (the "Closing Date"). SELLER shall deliver possession of the Property to the BUYER on or before \_\_\_\_\_ (the "Possession Date").
- B. If the SELLER is unable to provide clear title to the Property on or before the Closing Date, but the clearing of the title is in process, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days. If closing is delayed through no fault of either party, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days.
- C.  BUYER  SELLER  BUYER and SELLER equally shall pay any closing agent fees.

6. **PERSONAL PROPERTY:** Personal property is  included  not included in the sale of the Property. If personal property is included, please specify below:

21 Center Pivots, 21 Gearheads, 4 Irrigation Motors. Detailed list with serial numbers and model numbers shall be completed before closing.

7. **EARNEST MONEY:**

A. BUYER agrees to deposit \$ 80,000.00 as Earnest Money in the form of  Cash  Personal Check  Money Order  Cashier's Check  Other \_\_\_\_\_ with Fraze Abstract (the name of the earnest money holder) as a guarantee that the BUYER shall fulfill the terms and conditions of this Contract.

BUYER'S INITIALS \_\_\_\_\_  
SELLER'S INITIALS [Signature]

- B. BUYER acknowledges that the Earnest Money shall be deposited within five business days after this Contract is signed by all parties. BUYER agrees and acknowledges that these funds may be deposited into an interest-bearing account and that the Escrow Agent or Listing Broker has the right to retain all interest earned on the funds. BUYER agrees and acknowledges that BUYER is not entitled to any interest on the Earnest Money.
- C. In the event that the BUYER fails for any reason to fulfill any of the BUYER'S obligations under this Contract, SELLER may at the SELLER'S option cancel this Contract and, upon the cancellation of this Contract by the SELLER, the Earnest Money shall become the sole property of the SELLER. In the event that the Earnest Money is forfeited by the BUYER as stated in this subsection, all expenses of the sale incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation or default, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be paid for prior to any remaining funds from the forfeited Earnest Money being released to the SELLER.
- D. If either the BUYER or SELLER cancels this Contract as provided under one of the paragraphs concerning appraisals, financing, inspections, liens or title evidence contained in this Contract, BUYER'S Earnest Money shall be returned to the BUYER. In the event that the Earnest Money is returned to the BUYER under this subsection, all expenses of this transaction incurred by the BUYER, SELLER and any real estate licensees involved in this transaction as of the date of cancellation, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be deducted from the Earnest Money and paid prior to the release of the remaining funds to the BUYER.
- E. In the event that the SELLER is unable to provide merchantable title to the Property or otherwise defaults on the SELLER'S obligations under this Contract, the Earnest Money shall be returned in full to the BUYER.
- F. In the event that the Earnest Money is either forfeited to the SELLER or returned to the BUYER, BUYER and SELLER shall both have the option of seeking specific performance of this Contract or any other applicable legal or equitable relief.
- G. Notwithstanding any other terms or conditions of this Contract regarding the distribution of the Earnest Money deposit, the BUYER and SELLER understand that applicable Kansas law prohibits the Listing Broker or the Escrow Agent from distributing the Earnest Money deposit without the consent of all parties to this Contract. Pursuant to K.S.A. 58-3061(g), the Listing Broker can only disburse Earnest Money under the following conditions: (1) pursuant to a written authorization of both the BUYER and SELLER; (2) pursuant to a court order; or (3) upon the closing of the transaction according to the agreement of the parties.
- H. BUYER and SELLER agree that the failure to either (1) respond in writing to a certified letter from the Listing Broker within seven (7) calendar days of receiving the letter or (2) make written demand for return or forfeiture of any Earnest Money deposit within thirty (30) calendar days of notice of cancellation of this Contract shall constitute consent to the distribution of the Earnest Money deposit as suggested in any such certified letter or as demanded by the other party to this Contract. If a dispute arises over the disposition of funds or documents deposited with the Listing Broker or Escrow Agent, the BUYER and SELLER agree that any attorneys' fees, court costs or any other legal expenses incurred by the Listing Broker or Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or other funds deposited with the Listing Broker or Escrow Agent.

8.  ~~NEW MORTGAGE FINANCING CONTINGENCY (Section must be checked if applicable):~~

- ~~A. This Contract shall be contingent upon the BUYER obtaining mortgage financing to purchase the Property. BUYER will obtain a mortgage loan in the principal amount of \$ \_\_\_\_\_ plus financed mortgage insurance premiums (if any) at an initial rate not to exceed \_\_\_\_\_ % for a term of not more than \_\_\_\_\_ years.~~
- ~~B. BUYER shall complete a written application for the mortgage loan and pay the fees required by the mortgage lender within \_\_\_\_\_ calendar days (ten if left blank) after the Effective Date of this Contract.~~
- ~~C. BUYER agrees to make a good faith effort to obtain a commitment for the mortgage loan within \_\_\_\_\_ calendar days (30 if left blank) after the Effective Date of this Contract or by the Closing Date, whichever is earlier. In the event that the BUYER is unable to obtain a financing commitment within the time frame specified in this subsection, the BUYER shall notify the SELLER or the real estate licensee assisting the SELLER in writing and, if requested by the SELLER or the real estate licensee assisting the SELLER, provide satisfactory written evidence of rejection.~~
- ~~D. Once the SELLER has received the required written notice that the BUYER has been unable to obtain a commitment for a mortgage loan and the SELLER cannot or elects not to assist the BUYER in obtaining the required mortgage financing, this Contract shall be cancelled and the Earnest Money and all refundable deposits paid by the BUYER pursuant to this Contract shall be refunded to the BUYER subject to the terms and conditions contained in this Contract.~~

9.  ~~APPRAISED VALUE CONTINGENCY (Section must be checked if applicable):~~

- ~~A. When the purchase of the Property is not contingent upon the BUYER obtaining new mortgage financing under this Contract, BUYER may obtain at BUYER'S sole expense an appraisal of the value of the Property by an independent licensed real estate appraiser within \_\_\_\_\_ calendar days (ten if left blank) after the Effective Date of this Contract.~~

BUYER'S INITIALS \_\_\_\_\_  
 SELLER'S INITIALS AB JVA

- B. ~~Notwithstanding any other terms and conditions of this Contract, if the final appraised value of the Property as determined by the BUYER'S appraiser is not equal to or greater than the Purchase Price, BUYER may send a written notice informing the SELLER of the BUYER'S request to renegotiate the Purchase Price under this Contract. This written notice shall contain a complete copy of the appraisal report prepared by the BUYER'S appraiser.~~
- G. ~~Within five (5) business days after the SELLER'S receipt of the BUYER'S written request for the renegotiation of the Purchase Price under this Contract, BUYER and SELLER may keep the Contract in effect by agreeing to a Purchase Price that is agreeable to both the BUYER and SELLER and signing an addendum to the Contract containing the agreed upon Purchase Price.~~
- D. ~~If BUYER and SELLER cannot agree in writing to a Purchase Price that is agreeable to both parties within the time frame allowed under this section, this Contract shall be cancelled and the BUYER'S Earnest Money and any additional deposits shall be returned to the BUYER subject to the provisions of this Contract.~~

**10. CONDITION OF PROPERTY:**

- This Contract shall be contingent upon the SELLER's completion of and the BUYER's signature on the Agricultural Land Property Disclosure Statement (the "Statement"). In the event that the BUYER fails to sign and accept the Property with the defects disclosed in the Statement, this Contract shall be cancelled and any Earnest Money shall be returned to the BUYER subject to the provisions of this Contract. SELLER affirms that the information contained in the Statement is correct as of the Effective Date of this Contract.
- This Contract shall not be contingent upon the SELLER'S completion of and the BUYER'S signature on the Agricultural Land Property Disclosure Statement. SELLER agrees and acknowledges that this does not relieve the SELLER of the obligation to disclose all material facts actually known about the condition of the Property to the BUYER.

11.  **MINERAL RIGHTS** (Section Must be Checked if Applicable): Mineral rights shall  pass with the land to the BUYER  remain with the SELLER. If the SELLER owns less than all of the mineral rights and the mineral rights will pass with the land to the BUYER under this Contract, SELLER shall disclose any reductions in the ownership of the mineral rights as follows:  
Seller does not own any of the minerals.

**12. CROPS:**

- A.  **SHARE OF CROPS** (Section must be checked if applicable): SELLER'S share of the crops planted at the time of sale and any current year government crop payments shall:
  - Pass with the land to the BUYER (BUYER will reimburse the SELLER for the SELLER'S share of expenses for growing the crops);
  - Remain with SELLER; or
  - Other (please specify):  
The SE/4 15-25-36, NE/4 22-25-36, SE/4 22-25-36 were planted to potatoes this year which is currently planted to wheat. The wheat shall transfer to Buyer for no additional cost.
- B.  **CASH RENT** (Subsection must be checked if applicable): Cash Rent from any leases currently in effect on the Property shall:
  - Pass with the land to the BUYER;
  - Remain with SELLER; or
  - Other (please specify):  
The property is currently cash leased until February 28, 2018, except for the above mentioned three quarters that were planted to potatoes.
- C.  **CONSERVATION RESERVE PROGRAM (CRP)** (Subsection must be checked if applicable): BUYER shall assume full responsibility for the CRP contract at closing and shall have the CRP contract transferred into the BUYER'S name within 30 calendar days after closing. The current CRP payment shall:
  - Pass with the land to the BUYER;
  - Remain with SELLER; or
  - Other (please specify):  
At the current time there is no land enrolled into a conservation program.

BUYER'S INITIALS [Signature]  
 SELLER'S INITIALS [Signature]



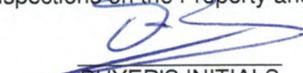
- C. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) relating to any acreage matters, boundary line disputes, defects, encroachments, overlaps or other matters that would have been disclosed or discovered by a survey.
- D. SELLER represents and warrants that there is ingress and egress to the Property.

**18. LIENS ON THE PROPERTY:**

- A. SELLER represents and warrants that there are no unpaid chattel mortgages, conditional sales contracts, financing statements or security agreements (whether recorded or not) affecting any fixture, portion of the Property or item of personal property included in the sale of the Property under this Contract.
- B. BUYER and SELLER agree that any existing liens on the Property that the SELLER is required to remove under this Contract may be paid and discharged from the SELLER'S proceeds at closing.
- C. SELLER shall indemnify and hold BUYER harmless from any obligation for payment of any amounts by reason of any liens on the Property that accrued prior to the closing of this Contract.
- D. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from any unpaid chattel mortgages, conditional sales contracts, financing statement, liens or security agreements on the Property or any personal property included in the sale of the Property under this Contract.

**19. INSPECTIONS OF THE PROPERTY:**

- A. Subject to any inspections permitted by this Contract and the potential cancellation of the Contract due to the discovery of Unacceptable Conditions contained in this section, **BUYER AGREES TO PURCHASE AND ACCEPT THE PROPERTY AS IS IN ITS CURRENT CONDITION ONLY, WITHOUT GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND BY THE SELLER OR ANY REAL ESTATE LICENSEES INVOLVED IN THIS TRANSACTION CONCERNING THE CONDITION OR VALUE OF THE PROPERTY.** This shall not be deemed to be a waiver or modification of any implied warranties that may exist.
- B. BUYER is STRONGLY ADVISED to seek expert advice and conduct or obtain inspections to determine if damages, defects or hazards exist in and on the Property. If inspections are not performed on all or part of the Property, BUYER shall be bound by whatever information an inspection would have revealed and waives any cause of action, claim or right relating to or arising from any condition of the Property that would have been apparent had inspections been performed.
- C. BUYER shall  carefully inspect the Property  waive the right to conduct due diligence and conduct or obtain inspections on the Property. BUYER agrees that the BUYER was given the right to conduct due diligence and conduct or obtain inspections on the Property and that any inspections not conducted or obtained were waived by the BUYER.

  
BUYER'S INITIALS

  
BUYER'S INITIALS

(BUYER(S) MUST INITIAL THESE BLANKS)

- D. BUYER may conduct and obtain any inspections or re-inspections on the Property desired by the BUYER at BUYER'S sole expense. Unless otherwise specified in this Contract, a qualified professional shall complete all of the inspections desired by the BUYER within 30 calendar days (ten if left blank) after the Effective Date of this Contract.
- E. SELLER agrees to provide BUYER and any qualified professionals engaged by the BUYER with reasonable access to the Property to conduct inspections, re-inspections, inspections of any corrective measures completed by the SELLER and final walk-throughs prior to closing. BUYER shall be responsible for and pay for any damage to the Property resulting from any inspections conducted or obtained by the BUYER.
- F. If an inspection conducted or obtained by the BUYER reveals Unacceptable Conditions, the BUYER shall provide a copy of the written inspection report to the SELLER and the real estate licensee assisting the SELLER within 30 (ten if left blank) calendar days after the Effective Date of this Contract. An "Unacceptable Condition" means any condition identified in a written inspection report prepared by an independent qualified professional that is unacceptable to the BUYER. BUYER and SELLER agrees to provide all written inspection reports to all real estate licensees involved in this transaction.
- G. Upon the receipt of the written inspection report identifying the Unacceptable Conditions, SELLER agrees to complete or pay for the remediation or repair of any Unacceptable Conditions identified by the BUYER, provided that the total cost for all remediation or repairs resulting from the Unacceptable Conditions does not exceed \$ \_\_\_\_\_ (zero if left blank).

BUYER'S INITIALS  
SELLER'S INITIALS



- H. If the costs of the remediation or repair for Unacceptable Conditions exceed the amount specified above, BUYER and SELLER shall agree in writing whether the BUYER, SELLER or both parties shall pay and in what amounts for the excess costs for remediation or repair of the Unacceptable Conditions. If the BUYER and SELLER cannot agree on the payment of the excess costs to remediate or repair the Unacceptable Conditions identified by the BUYER, this Contract shall be cancelled and any Earnest Money shall be returned to the BUYER subject to the provisions of this Contract.
- I. BUYER agrees and acknowledges that no important representations of the SELLER nor any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- J. BUYER and SELLER agree that any real estate licensees involved in this transaction are not experts regarding whether any unacceptable property conditions exist in and on the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the discovery of property defects or unacceptable property conditions in the Property, unless the real estate licensees had actual knowledge of the conditions prior to the closing of this Contract and failed to disclose this information to the parties.
- K. BUYER and SELLER jointly and severally agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees and professional fees) incurred in connection with any preventative, remedial or other cleanup action necessary to comply with all applicable federal, state and local environmental laws, rules, regulations and ordinances. SELLER warrants that to the best of SELLER'S knowledge and belief after due inquiry, the Property complies with and that SELLER is not in violation of and has not violated any applicable federal, state and local environmental laws, rules, regulations or ordinances.

**20.  POTENTIAL FOR 1031 EXCHANGE** (Section must be checked if applicable):

- A.  SELLER hereby states that it is SELLER'S intention to accomplish an I.R.C. §1031 Tax Deferred Exchange and the parties agree that SELLER may assign his or her rights under this Contract to a third party for the purpose of completing the exchange. BUYER agrees to accept performance from the third party, shall tender performance to the third party and shall cooperate with the SELLER and the third party in any manner necessary or desirable in order to effect the exchange, provided that the BUYER shall incur no additional expense or liability as a result of the exchange.
- B.  BUYER hereby states that it is BUYER'S intention to accomplish an I.R.C. §1031 Tax Deferred Exchange and the parties agree that BUYER may assign his or her rights under this Contract to a third party for the purpose of completing the exchange. SELLER agrees to accept performance from the third party, shall tender performance to the third party and shall cooperate with the BUYER and the third party in any manner necessary or desirable in order to effect the exchange, provided that the SELLER shall incur no additional expense or liability as a result of the exchange.

**21. DELIVERY OF THE DEED:**

- A. On or before the Closing Date, SELLER shall execute and deliver a warranty deed and all other documents and funds reasonably necessary to complete the closing of this Contract. The warranty deed shall convey a marketable fee simple title to the Property free and clear of all liens and encumbrances to the BUYER, except as provided otherwise in this Contract.
- B. BUYER agrees and acknowledges that the purchase of the Property is subject to any building setback requirements, covenants, declarations, easements, restrictions, rights-of-way, special assessments, taxes and assessments and zoning laws and any other items contained in this Contract or that are discoverable in a search of public records.
- C. On or before the Closing Date, BUYER and SELLER agree to deliver to the closing agent a cashier's check or other certified funds sufficient to satisfy their respective obligations under this Contract. SELLER acknowledges that the disbursement of the proceeds may be made after the warranty deed, instrument of conveyance, mortgage or deed of trust has been recorded.

**22. TITLE EVIDENCE:**

- A. At least three calendar days prior to the Closing Date, SELLER shall cause to be furnished to the BUYER a title insurance company's written commitment "title binder" to issue after closing a title insurance policy in an amount equal to the full Purchase Price naming the BUYER as the insured. A copy of the title binder shall be furnished to the mortgage lender and the BUYER'S attorney (if any) as promptly as possible. BUYER agrees and acknowledges that the SELLER may receive a BUILDER'S discount on the title insurance policy.

BUYER'S INITIALS \_\_\_\_\_  
 SELLER'S INITIALS JB gwb

- B. The title binder shall show marketable title vested in the SELLER, subject to the following:
- (1) Easements, mineral rights and reservations of record, encroachments that would be disclosed by a survey, rights-of-way of record, trees, plantings and fences on the Property;
  - (2) Restrictions and protective covenants of record, provided that no forfeiture provisions are contained therein;
  - (3) Un-matured special assessments, zoning laws, ordinances and regulations;
  - (4) Rights of tenants in possession;
  - (5) Liens (if any) described herein; and
  - (6) Those exceptions that are standard in the title company's Form B as specified therein.
- C.  BUYER  SELLER  BUYER and SELLER equally shall pay for any lender's/mortgagee's/instrument holder's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.
- D.  BUYER  SELLER  BUYER and SELLER equally shall pay for any owner's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.
- E. In the event that the SELLER is unable to furnish marketable title subject to the foregoing exceptions and this Contract is cancelled due to this inability to furnish marketable title, the Earnest Money shall be refunded promptly to the BUYER subject to the provisions of this Contract and the SELLER shall reimburse to the BUYER the cost of the BUYER'S accrued loan costs, attorneys' fees for examining title and title insurance cancellation fees and all parties shall be released from any further liability under this Contract.

**23. NOTICES:**

- A. Any notice required under the terms and conditions of this Contract shall be delivered by electronic mail, facsimile, in-person, private delivery service or the United States Postal Service.
- B. The mailing address for the delivery of any notices under this Contract to any party shall be the mailing address referenced in this Contract, unless the party specifically requests in writing that a different mailing address be used to deliver notices under this Contract.
- C. The notice shall be deemed to be delivered upon date of receipt. Delivery to a real estate licensee working with the party shall be treated as the same as delivery to the party.

**24. DEFAULT AND REMEDIES:**

- A. A party (either the BUYER or SELLER) to this Contract shall be in default under this Contract when the party fails to comply with any material condition, term or obligation of the Contract in the time period required by the Contract. Upon default, the parties shall have the remedies set forth below:
  - (1) Upon default by the SELLER, BUYER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the SELLER'S delay in performing the Contract; or (2) terminate the Contract and, if the BUYER chooses, pursue any damages the BUYER incurred as a result of the SELLER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.
  - (2) Upon default by the BUYER, SELLER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the BUYER'S delay in performing the Contract; or (2) terminate the Contract and, if the SELLER chooses, pursue any damages the SELLER incurred as a result of the BUYER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.
- B. If upon default either the BUYER or SELLER determines to pursue the BUYER'S or SELLER'S remedies and the non-defaulting party is successful in enforcing his or her remedy, unless otherwise provided by law, the defaulting party on the Contract will pay the non-defaulting party's attorneys' fees, costs and any other expenses incurred in enforcing the non-defaulting party's remedy against the defaulting party.

**25. CONTRACT BINDING ON ASSIGNS AND HEIRS:** This Contract shall be fully binding upon the parties and their administrators, assigns, executors, heirs and successors except as limited by this Contract.

**26. AGREEMENT TO USE ELECTRONIC SIGNATURES AND AGREEMENTS:** BUYER, SELLER and any real estate licensees involved in this transaction agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, any real estate licensees involved in this transaction have no authority to enter into electronic agreements with other parties on behalf of the BUYER or SELLER unless authorized to do so by a duly executed power of attorney.

BUYER'S INITIALS \_\_\_\_\_  
 SELLER'S INITIALS \_\_\_\_\_



**27. BROKERAGE RELATIONSHIP DISCLOSURE:**

- A. BUYER and SELLER acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the BUYER, agents of the SELLER or transaction brokers.
- B. Real estate licensees functioning as an agent of the BUYER have a duty to represent the BUYER'S interests and will not be an agent of the SELLER. Information given by the SELLER to an agent for the BUYER will be disclosed to the BUYER.
- C. Real estate licensees functioning as an agent of the SELLER have a duty to represent the SELLER'S interests and will not be an agent of the BUYER. Information given by the BUYER to an agent for the SELLER will be disclosed to the SELLER.
- D. Real estate licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate for the interests of either party.
- E. BUYER and SELLER acknowledge that the Real Estate Brokerage Relationships Brochure has been furnished to them.
- F. Listing Licensee is functioning as a: (Check the applicable function)
  - Seller's Agent;
  - Designated Seller's Agent (Supervising Broker acts as a Transaction Broker);
  - Transaction Broker; or
  - SELLER is unrepresented.
- G. Selling Licensee is functioning as a: (Check the applicable function)
  - Seller's Agent;
  - Buyer's Agent;
  - Designated Seller's Agent (Supervising Broker acts as a Transaction Broker);
  - Designated Buyer's Agent (Supervising Broker acts as a Transaction Broker);
  - Transaction Broker; or
  - BUYER is unrepresented.

Shaun Hutcheson  
Name of Real Estate Licensee Assisting BUYER

Shaun Hutcheson  
Name of Real Estate Licensee Assisting SELLER

Hutcheson Real Estate & Auction Co.  
Name of Brokerage Firm Assisting BUYER

Hutcheson Real Estate & Auction Co.  
Name of Brokerage Firm Assisting SELLER

**28. SEVERABILITY:** If any provision of this Contract, or any portion thereof, is rendered invalid by court order, judgment or operation of law, the remaining provisions or portions thereof shall remain valid and enforceable and be construed to remain in force.

**29. GOVERNING PROVISIONS:** The laws of Kansas shall govern this Contract and its construction, performance and validity.

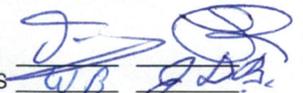
**30. ENTIRE AGREEMENT OF THE PARTIES:** The Contract constitutes the entire agreement between the parties and supersedes any previous agreements, contracts and representations, whether oral or written, to buy or sell the Property. Any prior agreements, contracts or representations, whether oral or written, have been merged into this Contract. There shall be no modification of any terms of this Contract unless such modifications have been agreed to in writing and signed by both parties. Neither this Contract nor any interest herein shall be assigned or transferred by any party without the prior written consent of both parties. No assignment shall serve to release or relieve the party assigning the Contract from any obligations or responsibilities under this Contract.

**31.  MEDIATION REQUIRED** (Section must be checked if applicable): BUYER and SELLER agree that any claim or dispute arising out of or relating to this Contract or the services provided by any real estate licensees involved in this transaction shall be submitted to mediation by completing and signing the Mediation Addendum and attaching it to this Contract. The Mediation Addendum must be completed, signed and attached to this Contract if the "agree" box is checked in this section.

**32. ACKNOWLEDGEMENT OF RECEIPT OF THE CONTRACT:** BUYER and SELLER acknowledge and certify that they have received, read and understood a copy of this Contract.

**33. ACKNOWLEDGEMENT OF RECEIPT OF EXPENSE ITEMIZATIONS:** BUYER and SELLER acknowledge the receipt of separate expense itemizations estimating the approximate costs to be incurred in buying or selling the Property.

**34. FORM AGREEMENT AND RECOMMENDATIONS FOR INDEPENDENT LEGAL ADVICE:** This Contract has been approved as a form contract by the legal counsel of the Kansas Association of REALTORS® for exclusive use by its REALTOR® members. This is a legally binding contract when the BUYER and SELLER sign the Contract. If not understood, the Kansas Association of REALTORS® and any real estate licensees involved in this transaction recommend that either party should seek the advice of an attorney before signing the completed agreement.

BUYER'S INITIALS   
SELLER'S INITIALS 

35.  ACCEPTANCE OF THE CONTRACT: (Section Must be Checked if Applicable): This Contract must be executed by all parties before 12:00 ( AM/  PM) on November 17, 2017 (the "Offer Expiration Date") or it shall be null and void and any Earnest Money shall be returned to the BUYER.

36. SPECIAL CONDITIONS, PROVISIONS OR TERMS:

The contract is subject to a 30 day Buyers due diligence period, due diligence shall include:

Test pumping the irrigation wells resulting in a 700 gallon per minute minimum rate, excepting the well located in the Northwest Quarter of 24-25-36.

Verification of the Water Rights being in good standings with the Kansas Division of Water Resources.

If any of the above is deemed unsatisfactory earnest money shall be returned to the Buyer.

The purchase contract does include Warren Boegels homestead: All of Section Twenty-one (21), Township Twenty-five (25) South, Range Thirty-six (36) Lying South of U.S Highway 25, Kearny County, Kansas. This tract is being valued at \$400,000.

BUYER'S INITIALS  
SELLER'S INITIALS



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

[Signature]  
BUYER'S SIGNATURE  
Fred M. Ritsema Trust

11-15-17  
DATE

Warren Boegel  
SELLER'S SIGNATURE  
Warren Boegel Trust

11-16-17  
DATE

[Signature]  
BUYER'S SIGNATURE  
Yoka A. Rodenhuis Trust

11/15/17  
DATE

Jack D. Boegel  
SELLER'S SIGNATURE  
Boegel Farms, LLC

11-16-17  
DATE

PO Box 389  
BUYER'S MAILING ADDRESS

1598 Road 190  
SELLER'S MAILING ADDRESS

Lakin, KS 67860  
BUYER'S CITY, STATE AND ZIP CODE

Lakin, KS 67860  
SELLER'S CITY, STATE AND ZIP CODE

(620) 271-1098  
BUYER'S CONTACT TELEPHONE NUMBER

(620) 355-9412  
SELLER'S CONTACT TELEPHONE NUMBER

fred@lakindairy.com  
BUYER'S EMAIL ADDRESS

corn@pld.com  
SELLER'S EMAIL ADDRESS

*For identification purposes only: (Please print or type)*

KREC File #: \_\_\_\_\_

Agent Name: Shaun Hutcheson Agent Name: Shaun Hutcheson

Firm Name: Hutcheson Real Estate & Auction Co. Firm Name: Hutcheson Real Estate & Auction Co.

**FORM CERTIFICATION:** (to be completed by the agent preparing this Contract)

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

\_\_\_\_\_  
Signature of the real estate licensee preparing this form  
**Shaun Hutcheson**

(Initial the applicable box) \_\_\_\_\_ Listing agent \_\_\_\_\_ Selling agent

BUYER'S INITIALS  
SELLER'S INITIALS

[Initials]  
WB JDB

# Addendum A

(Legal Descriptions)

This Addendum is added to the Real Estate Contract Dated November 15, 2017 between Warren Boegel Trust (Seller), Boegel Farms, LLC (Seller) and The Fred M. Ritsema Trust and The Yoka A. Rodenhuis Trust (Buyer).

All of Section 22-25-36, Kearny County, Kansas  
All of Section 28-25-36, Kearny County, Kansas  
All of Section 27-25-36, Kearny County, Kansas  
All of Section 21-25-36, Kearny County, Kansas  
All of Section 24-25-36, Kearny County, Kansas  
1.4 Acres in 23-25-36, Kearny County, Kansas  
The South Half of Section 15-25-36, Kearny County, Kansas  
141 Acres in the East Half of 20-25-36, Kearny County, Kansas  
71 Acres in 29-25-36, Kearny County, Kansas

*Warren Boegel* 11-16-17

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Seller	Warren Boegel Trust by Warren Boegel	Date
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*Jack D. Boegel* 11-16-17

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Seller	Boegel Farms, LLC by Jack Boegel	Date
--------	----------------------------------	------

*[Signature]* 11/15/17

---

Buyer	Fred M. Ritsema Trust	Date
-------	-----------------------	------

*[Signature]* 11/15/17

---

Buyer	Yoka A. Rodenhuis Trust	Date
-------	-------------------------	------

Boegel Farms, LLC  
PO Box 273  
Lakin, KS 67860-0273

RABO AgriFinance LLC  
c o William A. Wells  
Young Bogle McCausland Wells & Blanchard  
100 N Main Suite 1001  
Wichita, KS 67202-3392

Schulz and Leonard PC  
200 First St  
Eaton, CO 80615-3477

Smith Crop Consulting, Inc.  
2006 4Rd  
Copeland, KS 67837

US Attorney  
301 N Main #1200  
Wichita, KS 67202-4812

CNH Capital  
PO Box 3600  
Lancaster PA 17604-3600

Internal Revenue Service  
PO Box 7346  
Philadelphia PA 19101-7346

Jack and Janice Boegel  
611 Country Heights  
PO Box 273  
Lakin KS 67860-0273

Kansas Department of Revenue  
Civil Tax Enforcement  
PO Box 12005  
Topeka KS 66601-3005

Kearney County Treasurer  
PO Box 146  
Lakin KS 67860-0146

Nebraska Harvest Center  
925 280th Rd  
Seward NE 68434-7567

RABO Agrifinance Inc  
One Cityplace Dr Ste 200  
St Louis MO 63141-7067

Rabo AgriFinance LLC  
c o Roger Becker - Special Assets Mgr  
1910 S Stapley Dr Ste 109  
Mesa AZ 85204-6675

Schultz Law Office PA  
302 Fleming Ste 5  
Garden City KS 67846-6162

Security State Bank  
PO Box 170  
Scott City KS 67871-0170

Smith Crop Consulting Inc  
2006 4 RD  
Copeland KS 67837-9003

Three Bos Inc & Warren Boegel  
1598 Rd 90  
Lakin KS 67860-6209

Warren L Boegel Trust  
Warren Boegel as Trustee  
1598 Rd 90  
Lakin KS 67860-6209

Nebraska Harvest Center Inc  
c o Benjamin E Moore  
1128 Lincoln Mall Ste 300  
Lincoln NE 68508-2878

IRS  
Internal Revenue Service  
ATTN Insolvency/Advisory  
2850 NE Independence Ave  
Stop 5334 LSM  
Lees Summit, MO 64064-2327

Meritrust Credit Union  
PO Box 75037  
Wichita, KS 67275-0037

PRA Receivables Management, LLC  
PO Box 41021  
Norfolk, VA 23541-1021

CNH Industrial Capital America LLC  
Russell Gardom  
PO Box 3600  
Lancaster PA 17604-3600

Capital One  
PO Box 30253  
Salt Lake City UT 84130-0253

Gavilon  
4151 North Mulberry Drive  
Suite 240  
Kansas City MO 64116-4600

Gerald O. Schultz  
Zachary D. Schultz  
302 Fleming, Suite 5  
Garden City KS 67846-6162

Hartland Farms  
PO Box 1567  
Dalhart TX 79022-1567

Jack Darrol Boegel  
1479 Road 3  
Lakin KS 67860

Meritrust Credit Union  
P O Box 789757  
Wichita KS 67278-9757

Nebraska Harvest Center  
6430 E. Hwy 30  
Kearney NE 68847-5677

Security State Bank  
117 N. 4th St., Drawer R  
Leoti, KS 67861-7031

Security State Bank  
506 S. Main St.  
Scott City KS 67871-1515

Three Bo's Trucking LLC  
1541 Road 90  
Lakin KS 67860-6209