

AGREEMENT TO PURCHASE

This Agreement to Purchase (this “**Agreement to Purchase**”) is executed in connection with a public auction conducted on October 22, 2020 (“**Auction**”) by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”) on behalf of Seller (defined below) with respect to certain real estate in Gibson County and Pike County in the State of Indiana put up for bids in eight separate tracts each of which is identified by tract number in Exhibit A.

The following documents are incorporated herein as integral parts hereof and, together with this Agreement to Purchase, are collectively referred to herein as this “**Agreement**”: (i) Revised Auction Tract Map attached as Exhibit A (“**Exhibit A**”); and (ii) bid procedures and auction announcements attached as Addendum A (“**Addendum A**”).

“**Seller**” refers to Stacy Wissel, solely in her capacity as the Chapter 7 Trustee of the bankruptcy estate currently being administered as Case No. 20-70141-AKM-7 (In re. Frank A. Brittingham and Marlene S. Brittingham) in the United States Bankruptcy Court, Southern District of Indiana, Evansville Division.

“**Buyer**” refers to the party(ies) signing as Buyer(s) on the signature page of this Agreement to Purchase (the “**Signature Page**”). Buyer is executing this Agreement as the high bidder at the Auction with respect to the particular auction tract(s) designated by the tract number(s) written on the Signature Page and identified by the same tract number(s) in Exhibit A (the “**Purchased Tracts**”, whether one or more).

NOW, THEREFORE, it is hereby agreed:

1. **Subject of Agreement; Property.** In accordance with and subject to the terms of this Agreement, Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer the land comprising the Purchased Tracts, together with all buildings, improvements and permanent fixtures, if any, presently existing on said land (the “**Property**”); *provided, however*, notwithstanding the foregoing definition, the “**Property**” to be acquired by Buyer does not include any item or property interest that is excluded from (or specifically not included with) the Purchased Tracts according to the express terms of this Agreement. This Agreement applies only to the Purchased Tracts designated on the Signature Page of this Agreement. Any provision of this Agreement that refers to a specific auction tract that is not one of the Purchased Tracts shall not apply unless and except to the extent that such provision also pertains to or affects the sale and/or conveyance of one or more of the Purchased Tracts.
2. **Tract 8 Life Estate.** If the Purchased Tracts include Tract 8: (a) Tract 8 will be conveyed subject to the life estate interest of Phyllis Brittingham (the “**Tract 8 Life Estate**”); (b) the terms “**Purchased Tracts**” and “**Property**”, *as applied to the sale of Tract 8*, shall refer to the remainder interest with respect to Tract 8, subject to the Tract 8 Life Estate; and (c) Buyer agrees to acquire Tract 8 subject to the life tenant’s right of exclusive possession until her death.
3. **Purchase Price.** The purchase price for the Property (the “**Purchase Price**”) consists of the dollar amount written as the purchase price on the Signature Page, being the amount of Buyer’s high bid for the Purchased Tracts; *provided, however*, if a new post-Auction survey is obtained in accordance with the provisions of this Agreement, the Purchase Price shall be subject to adjustment in accordance with the provisions of Addendum A, based on the surveyed acres, if applicable in accordance with the provisions of Addendum A. Prior to the Closing, Buyer shall deliver Good Funds to the company or firm administering the Closing pursuant to Section 16 below (“**Closing Agent**”) in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less applied Earnest Money and any other credits due Buyer as provided in this Agreement. “**Good Funds**” means immediately available funds delivered by confirmed wire transfer to an account designated by the Closing Agent.
4. **Earnest Money.** Concurrently with Buyer’s execution of this Agreement, Buyer shall deliver an earnest money deposit (the “**Earnest Money**”) payable to the Auction Company in an amount equal to at least ten percent (10%) of the Purchase Price, to be held in escrow, delivered to the Closing Agent at or prior to Closing and applied to the Purchase Price at Closing. For purposes of the application of this Agreement at any given time, “**Escrow Agent**” refers to: (a) Auction Company with respect to all or such portion of the Earnest Money held by Auction Company at such time; and/or (b) the Closing Agent with respect to all or such portion of the Earnest Money held by the Closing Agent at such time.
5. **Conveyance Requirements.** Buyer’s obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following conditions and requirements (collectively, the “**Conveyance Requirements**”): (a) that Buyer has received the Final Title Commitment in accordance with the terms of this Agreement; (b) that Seller is able to convey fee simple title to the Property free and clear of any material encumbrance that does not constitute a Permitted Exception; and (c) that Seller, at the time of Closing, is able to deliver possession of the Property substantially in its present condition except as otherwise provided in Section 20, subject to the Permitted Exceptions. For purposes of this Agreement, the title to the Property shall be deemed sufficient and marketable if Seller is able to convey the Property

in conformance with the Conveyance Requirements. If Seller is unable to convey the Property in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of said condition, but not a Seller default; and (ii) either party may terminate this Agreement prior to Closing by written notice to the other; *provided, however*, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the time for Closing, in order to cure such nonconformity, for a period of up to 60 days from the later of the effective date of such notice or the targeted closing date stated in Section 16 below. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer's sole and exclusive remedy.

6. **Post-Auction Survey.** A new post-Auction survey of all or any part(s) of the Property shall be obtained prior to Closing *if and only if*: (a) the conveyance of the Property will involve the creation of a new parcel which cannot be conveyed using the existing legal description(s) or using existing legal description(s) with newly-surveyed exception(s); or (b) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (c) Seller elects to obtain a new survey for any other reason in Seller's sole discretion. If a new survey is obtained: (i) the survey shall be ordered by an agent of the Seller; (ii) the survey shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller; and (iii) the survey shall identify the perimeter boundaries of the surveyed land, but a more detailed ALTA survey shall not be required. Any survey of adjacent tracts purchased in combination will show the perimeter boundaries of the surveyed land but need not show interior tract boundaries. The cost of any survey obtained in accordance with the provisions of this Agreement shall be shared equally (50:50) by Seller and Buyer.

7. **Preliminary Title Evidence.** Buyer agrees to acquire the Property subject to and notwithstanding all matters (except Liens, if any) referenced in the preliminary title insurance schedules prepared by Gibson County Abstract & Title Co., Inc. dated July 9, 2020 and identified by reference to Commitment No. GC190179 ("**Preliminary Title Evidence**"), a downloadable copy having been posted to the auction website prior to the Auction and printed copies having been made available for review by prospective bidders at the Auction site prior to and during bidding. "**Liens**" refers to any mortgage(s) and/or other monetary lien(s) affecting the Property other than a lien for current, non-delinquent Taxes.

8. **Final Title Commitment.** As a condition precedent to Buyer's obligation to acquire the Property at Closing, Buyer has the right to receive a commitment, dated after the Auction, for the issuance of a standard ALTA owner's title insurance policy insuring fee simple title to the Property in the name of Buyer for the amount of the Purchase Price, free and clear of any material encumbrance that does not constitute a Permitted Exception ("**Final Title Commitment**"). Buyer agrees to accept the Final Title Commitment furnished by Seller notwithstanding: (a) standard exceptions, conditions and requirements; (b) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; (c) any specific or general exception or exclusion with respect to Minerals; and/or (d) any matter listed, described or revealed in the Final Title Commitment that constitutes a Permitted Exception. The cost of furnishing the Final Title Commitment shall be charged to Seller.

9. **Owner's Title Policy.** At Closing, Seller shall pay for the cost of issuing a standard ALTA owner's title insurance policy to Buyer in accordance with the Final Title Commitment ("**Owner's Title Policy**"). Seller shall not be responsible for the cost of any extended or special title insurance coverage, lender's title insurance and/or title insurance endorsements. At or before Closing, Seller shall deliver a vendor's affidavit in a form that is consistent with the parties' rights and obligations under this Agreement and Seller shall otherwise reasonably cooperate with respect to the satisfaction of the title company's requirements for issuing the Owner's Title Policy, as set forth in the Final Title Commitment; *provided, however*, Seller shall have no obligation with respect to the satisfaction of any requirement or condition that is contrary to or inconsistent with the provisions of this Agreement; *provided, further*, Seller shall have no obligation with respect to and Buyer's obligations are not contingent upon: (a) the satisfaction of any requirement or condition that can only be satisfied by Buyer or that reasonably should be satisfied by Buyer as opposed to Seller; and/or (b) the availability or issuance of any extended or special title insurance coverage, any title insurance endorsement or any other title insurance product other than the Final Title Commitment for the issuance of the Owner's Title Policy as described in this Agreement.

10. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, the title insurance and any survey subject to and notwithstanding the following matters (each a "**Permitted Exception**" and collectively the "**Permitted Exceptions**"): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line, field line, ditch line, or other visible occupancy or occupancy line and/or the encroachment of any existing use, structure or improvement over any boundary line; (e) any lien for current, non-delinquent Taxes; (f) local ordinances and zoning laws; (g) any outstanding reservations, severances and/or other rights with respect to Minerals; (h) any recorded oil and/or gas lease, whether active or not; (i) the provisions of this Agreement and any matter disclosed in this Agreement (including Addendum A); (j) easements, conditions, restrictions, reservations and/or other matters (except Liens, if any)

appearing of record; (k) all matters (except Liens, if any) referenced in the Preliminary Title Evidence; (l) if this purchase includes Tract 8, the Tract 8 Life Estate; and (m) if this purchase includes any of Tracts 1 - 6, the 2020 Farm Lease (defined below).

11. **Delivery of Title.** The Property shall be conveyed to Buyer (subject to the Permitted Exceptions) pursuant to a fiduciary deed in the form customarily used by the Seller when acting as a Chapter 7 bankruptcy trustee, to be furnished by Seller at Seller's expense and executed and delivered at Closing. If any additional property or right (other than real estate) is specifically included with the purchase of one or more of the Purchased Tracts according to the express terms of this Agreement then, upon the conveyance of the Property to Buyer at Closing, Buyer shall automatically acquire whatever interest Seller may have with respect to such additional property or right (without any promise, representation or warranty as to the nature or extent of Seller's interest therein), but the provisions of this Agreement that apply specifically to the Property (including the Conveyance Requirements) shall not apply to such additional property or right.

12. **Delivery of Possession.** Possession of the Property shall be delivered to Buyer effective as of the completion of the Closing, subject to the Permitted Exceptions.

13. **Minerals.** Seller is not reserving any interest with respect to any oil, gas, coal and/or other minerals under the surface of and/or that may be produced from the land comprising the Purchased Tracts and/or any rights appurtenant thereto (collectively, "**Minerals**"). The Property acquired by Buyer pursuant to this Agreement will include Seller's interest (*if any*) with respect to Minerals; *provided, however:* (a) Seller has not obtained and has no obligation to provide any title evidence or title insurance with respect to Minerals; (b) no promise, representation or warranty is or will be made as to the existence of any Minerals or the nature or extent of Seller's interest therein; and (c) if an interest in Minerals is currently held by any person or entity other than Seller, such interest is excluded from the definitions of the term Property for purposes of this Agreement.

14. **2020 Farm Lease.** If this purchase includes any of Tracts 1 – 6, Buyer agrees to take title and possession subject to the rights of the tenant under the existing Cash Farm Lease which expires on December 31, 2020 ("**2020 Farm Lease**"). The sale and purchase of the Property does not include rights to any rent due under the 2020 Farm Lease.

15. **Conditions to Closing.** Buyer's obligation to purchase and acquire the Property is not contingent upon any post-Auction inspection, investigation or evaluation of the Property or upon Buyer's ability to obtain any loan or permit. Buyer's obligation to purchase and acquire the Property at Closing is not contingent upon the satisfaction of any condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement (including the condition that Seller is able to convey the Property in conformance with the Conveyance Requirements).

16. **Closing.** Subject to the terms and conditions of this Agreement, the final delivery and exchange of documents and funds in connection with the consummation of the sale and purchase of the Property in accordance with this Agreement ("**Closing**") shall occur on or before December 7, 2020 or as soon as possible after said date upon completion of the survey (if applicable), the Final Title Commitment and Seller's closing documents; *provided, however,* if for any reason the Closing does not occur on or before December 7, 2020 then, subject only to the satisfaction of the conditions described in Section 15 above, Buyer shall be obligated to close on a date specified in a written notice from Seller or Seller's agent to Buyer or Buyer's agent which date must be: (a) at least 7 days after the effective date of such notice; and (b) at least 7 days after completion of the survey, if applicable, and the Final Title Commitment. Unless otherwise mutually agreed in writing, the Closing shall be held at and/or administered through the office of **Gibson County Abstract & Title Co., Inc. located at 213 N. Hart St., Princeton, IN 47670 (Tel: 812-385-2334).**

17. **Seller's Expenses.** The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) one-half of the fee charged by the Closing Agent to administer a cash closing; (b) one-half of the cost of the survey(s), if any, obtained in accordance with the terms of this Agreement; (c) the cost of the owner's title insurance; (d) the cost of preparing Seller's transfer documents, including the deed; (e) any sums due Auction Company in connection with this transaction; (f) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (g) any closing expense that is customarily charged to a seller and is not specifically charged to Buyer in this Agreement.

18. **Buyer's Expenses.** The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Closing Agent prior to Closing: (a) any expense paid at Closing in connection with a loan obtained by Buyer, including any loan commitment fees, document preparation fees, recording fees and/or lender's title examination fees; (b) one-half of the fee charged by the Closing Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) one-half of the cost of the survey(s), if any, obtained in accordance with the terms of this Agreement; (d) the cost of any extended or special title insurance coverage, lender's title insurance and/or title insurance endorsements

requested by Buyer or Buyer's lender; (e) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (f) any closing expense that is customarily charged to a purchaser and is not specifically charged to Seller in this Agreement; and (g) any other expense that is not allocated to Seller according to the terms of this Agreement.

19. **Property Taxes and Assessments.** "Taxes" refers to all general property taxes and special assessments, if any, that have been or will be assessed against any existing tax parcel(s) that include(s) any part of the Property. "Seller's Taxes" refers to Taxes assessed for the calendar year 2020 (including general real estate taxes for 2020 due in 2021) and any earlier period, together with any late penalties assessed for any such Taxes. Any unpaid Seller's Taxes shall be withheld from Seller's proceeds at Closing and paid by the Closing Agent directly to the county treasurer; *provided, however*, any portion of Seller's Taxes that is not ascertainable and payable at the time of Closing shall be estimated based on 100% of the amount last billed for a calendar year and the amount thus estimated (to the extent attributed to the Property, after adjusting for any tax parcel split) shall be paid via credit against the sums due from Buyer at Closing, with no further settlement or adjustment after Closing. Buyer shall then assume and pay all Taxes when due after Closing to the extent attributed to the Property. If this sale involves a tax parcel split, the extent to which any Taxes are attributed to the Property shall be based on a split calculation provided by the appropriate property tax official (or, if an official split calculation is not available, based on an estimated split calculation using available assessment data). If the billing of any Taxes after Closing includes portions attributed to the Property and other real estate, Buyer shall cooperate with the owner(s) of such other real estate to facilitate timely payment of the balance due and Buyer shall pay the portion attributed to the Property.

20. **Risk of Loss.** The Property shall be conveyed at Closing in substantially its present condition and Seller assumes the risk of material loss or damage until Closing; *provided, however*, Buyer shall be obligated to acquire the Property notwithstanding the occurrence of any of the following prior to Closing: (a) normal use, wear and tear; (b) loss or damage that is repaired (at Seller's election) prior to Closing; and (c) loss covered by Seller's insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss.

21. **Character, Condition and Suitability of Property; AS IS; No Warranties.**

(a) Buyer's obligations under this Agreement are not contingent upon the results of any post-Auction inspection, investigation or evaluation of the character or condition of the Property or its suitability for any particular use or purpose. Buyer is responsible for having completed all such inspections, investigations and evaluations prior to the Auction. Buyer acknowledges (and represents to Seller) that Buyer has either completed all such inspections, investigations and evaluations or has knowingly and willingly elected to purchase the Property without having done so. In either case, Buyer assumes all risks and agrees to acquire the Property "AS IS". Buyer acknowledges that Seller has not agreed to perform any work on or about the Property, before or after Closing, as a condition of this Agreement. Seller shall have no obligation before or after Closing with respect to (and Buyer's obligations under this Agreement are not contingent upon obtaining) any permit or approval that Buyer may need in connection with any prospective use, improvement or development of the Property.

(b) **THE PROPERTY IS SOLD "AS IS, WHERE IS", WITHOUT ANY WARRANTY OF ANY KIND AS TO THE CHARACTER OR CONDITION OF THE PROPERTY AND/OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.**

(c) Without limiting the foregoing provisions, Seller, Auction Company and their respective agents and representatives disclaim any promise, representation or warranty as to: (i) environmental matters; (ii) acreages; (iii) zoning matters; (iv) the availability or location of any utilities; (v) the availability of any permit (such as, but not limited to, any building permit, zoning permit or highway permit for a private drive or field entrance); (vi) whether or not the Property is qualified or suitable for any particular use or purpose; and/or (vii) the accuracy of any third party reports or materials provided in connection with this Agreement and/or the marketing of the Property and/or the Auction.

22. **Remedies; Buyer Default.** The term "Buyer Default" refers to nonpayment of the Earnest Money in accordance with the provisions of this Agreement (including nonpayment or dishonor of any check delivered for the Earnest Money) and/or the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Buyer's obligation(s) under this Agreement. In the event of a Buyer Default, the following provisions shall apply:

(a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Purchase Price. Upon Seller's demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that, in the event of a Buyer Default, the amount of Seller's damages would be uncertain and difficult to ascertain and that 10% of the Purchase Price is fairly proportionate to the loss likely to occur due to a Buyer Default. If this liquidated damages provision is adjudicated as unenforceable, Seller may recover and Buyer agrees to pay actual damages (plus expenses and attorney fees).

(b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller's demand, Buyer shall execute and deliver to the Escrow Agent an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to any other recovery, all expenses, including reasonable attorney fees, incurred by Seller in seeking to enforce any right or remedy.

(c) Without limiting the foregoing provisions, Seller's remedies in the event of a Buyer Default shall include the right to terminate Buyer's right to acquire the Property under this Agreement (without prejudice to Seller's right to recover damages, including liquidated damages as provided above) by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Property free and clear of any right or claim of Buyer whatsoever.

23. **Remedies; Seller Default.** The term "**Seller Default**" refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller's obligation(s) under this Agreement; *provided, however*, if Seller is unable to convey the Property in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Section 5 above, and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; (b) upon such demand and Buyer's receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; and (c) at Buyer's option, at any time prior to such termination, Buyer may elect instead to seek specific performance of Seller's obligations. Buyer's remedies are limited to those described in this Section. Seller shall not be liable for damages of any kind.

24. **Remedies; General.** If this transaction fails to close then, notwithstanding any other provision, Escrow Agent is authorized to hold the Earnest Money until it receives either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. In the event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Property, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys' fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

25. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or part of the Property as part of an exchange under §1031 of the Internal Revenue Code ("**Exchange**"). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party's Exchange.

26. **Notices.** A notice given to a party under this Agreement shall be in writing and sent to the party's notification address (as provided below) via any delivery service provided by USPS, FedEx or UPS that includes proof of delivery. In addition, if email address(es) is/are provided with a party's notification address in this Agreement, a legible PDF copy of any notice to such party shall be sent to the email address(es) provided. A notice shall be effective immediately as of the first day on which the notice has been sent in accordance with the requirements of this Section (including email copies), regardless of the date of receipt by USPS, FedEx or UPS. Subject to each party's right to change its notification address (by giving notice of such change to all other parties), the parties' notification addresses are as follows:

If to Seller: C/o Rubin & Levin P.C., 135 N. Pennsylvania St., Ste. 1400 Indianapolis, IN 46204

With PDF copies via email to: james@rubin-levin.net
swissel@sbcglobal.net
whitney.mosby@dentons.com
brad@schraderauction.com

If to Buyer: The Buyer's mailing address (and email address, if any) provided on the Signature Page.

27. **Agency; Sales Fee.** Auction Company and its agents and representatives are acting solely on behalf of, and exclusively as agents for, the Seller. The commission due Auction Company shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Auction Company from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Property as a result of Buyer's dealings with such other broker or person.

28. **Execution Authority.** With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals (“**Entity**”) identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such Entity jointly and severally promise, represent and warrant that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.

29. **Successors and Assigns.** The terms and provisions of this Agreement shall bind and benefit the parties hereto and their respective heirs, successors and assigns; *provided, however*, that no assignment by Buyer (other than an assignment to a qualified intermediary or accommodation titleholder in connection with an Exchange) shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer’s obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.

30. **Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it is used throughout this Agreement. As used throughout this Agreement, the word “including” shall be construed as “including but not limited to”. Time is of the essence of this Agreement. All provisions of this Agreement shall survive the Closing unless and except as otherwise provided or required by the express terms of this Agreement. This Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver. All provisions of this Agreement shall be read and construed together as a harmonious whole. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® shall have the same effect as the delivery of an original signature.

[The remainder of this Agreement to Purchase is contained in the immediately-following Signature Page.]

[Signature Page]

IN WITNESS WHEREOF, the parties have designated the particular auction tract(s) purchased by Buyer and the amount of the Purchase Price and Earnest Money for purposes of this Agreement as follows:

Tract(s) _____, comprising approx. _____ (±) acres of land, as identified by reference to the same tract number(s) in the attached **Exhibit A**, together with improvements and permanent fixtures, if any, presently existing on said land, being one or more of the tracts in Gibson County and/or Pike County in the State of Indiana put up for bids at the Auction conducted on this date, and being the Purchased Tracts for purpose of this Agreement.

Purchase Price: \$ _____

Earnest Money: \$ _____ (pay to "Schrader Auction Trust Account")

SIGNATURE OF BUYER: This Agreement is executed and delivered by the undersigned, constituting the "Buyer" for purposes of this Agreement, on this 22nd day of October, 2020:

Printed Name(s) of Buyer(s) (Print the full legal name of any Buyer-Entity, the type of entity and the State of incorporation / organization.)

[By:] _____
Signature(s) of Buyer(s) and/or individual(s) signing on behalf of any Buyer-Entity

Printed Name(s) and Office/Capacity of individual(s) signing on behalf of a Buyer-Entity (if applicable)

(Buyer's Address) (City, State, Zip)

(Buyer's Telephone Number) (Buyer's Email Address)

(Buyer's Lender, if any)

ACCEPTED BY SELLER on the _____ day of October, 2020:

Stacy Wissel, as Chapter 7 Trustee

RECEIPT OF EARNEST MONEY: The Earnest Money in the amount written above has been received by the undersigned on the date indicated below, to be held in escrow pursuant to the terms of the foregoing Agreement.

Schrader Real Estate and Auction Company, Inc.

Date Received: _____

By: _____

Print: _____

EXHIBIT A

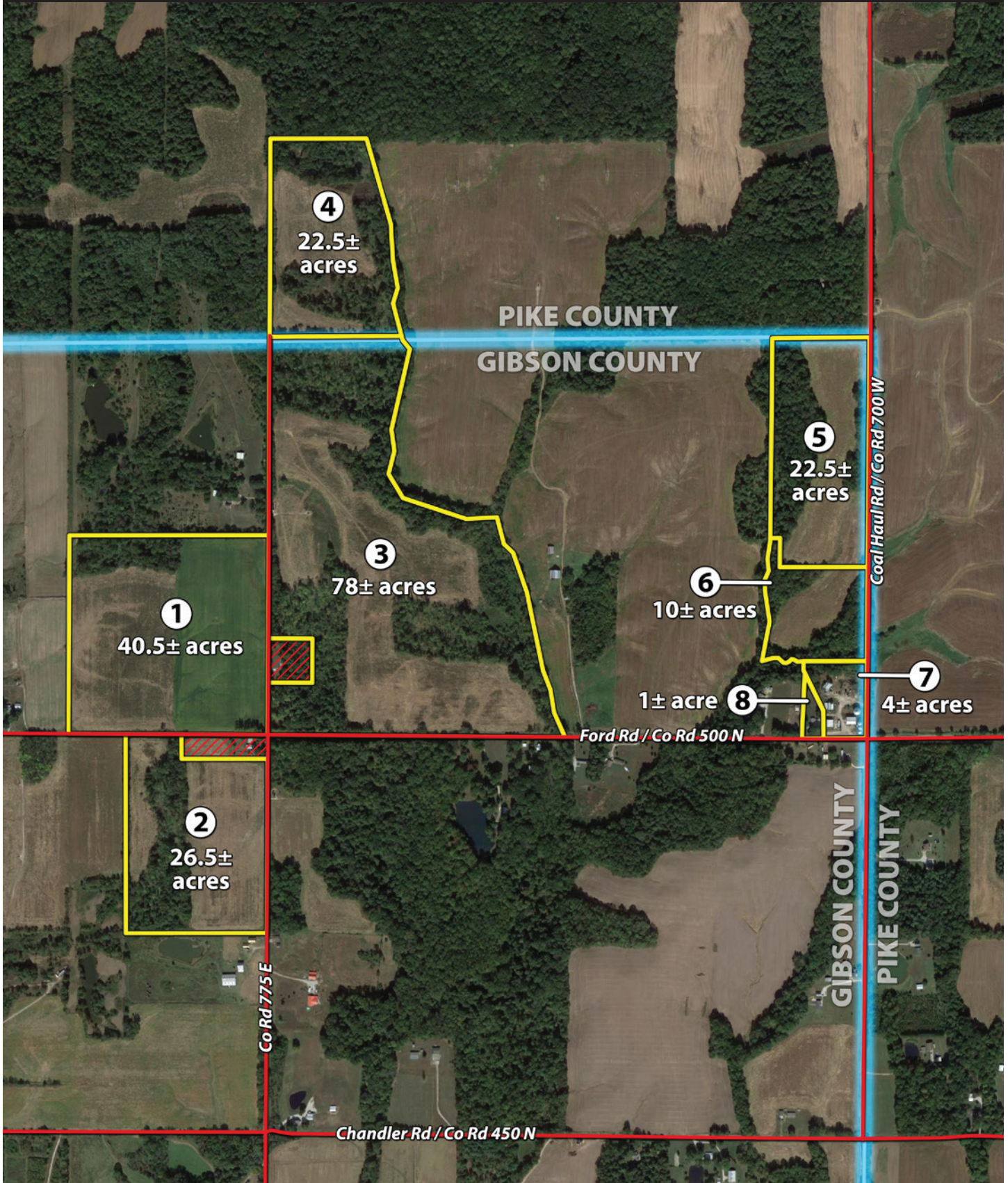
Revised Auction Tract Map

Buyer(s): _____

Seller: _____

Auction Date: October 22, 2020

Pt. N2 & pt. SW4 Sec. 16-T1S-R9W in Gibson Co., Indiana & pt. SW4 Sec. 9-T1S-R9W in Pike Co., Indiana



Boundary lines and/or acreages depicted in the marketing materials and auction tract maps, including this Exhibit A, are approximations and are provided for identification and illustration purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries and/or acreages.

I/We have read this Addendum and agree to these auction conditions.

Buyer(s): _____

Seller: _____

ADDENDUM A

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

Auction Marketing Specialists Nationwide

Date: October 22, 2020

Seller: Stacy Wissel, as Chapter 7 Trustee

Sale Manager: Brad Horrall

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC. welcomes you to bid YOUR price on the real estate offered at this auction.

PART A - BIDDING PROCEDURES TO KEEP IN MIND:

1. All bidding is open to the public. You will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one-time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.
2. As an update to the marketing materials, the home previously identified as Tract 9 has been withdrawn from the auction and the boundary lines have been adjusted in the southwest part of Tract 3. A revised auction tract map is included in your Bidder's Packet as **Exhibit A**.
3. You may bid on any tract or combination of tracts or the entire property. Bidding will remain open on individual tracts and combinations until the close of bidding, at which time the final bid(s) will consist of the bid or combination of bids resulting in the highest total price (whether a single bid on the entire property or a combination of multiple non-overlapping bids).
4. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
5. Bids are not contingent upon financing, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.
6. All tracts are offered without reserve and will be sold to the high bidder(s) regardless of price.

PART B - TERMS OF SALE OUTLINED:

7. 10% of the purchase price is due as an earnest money deposit immediately after the auction. A cashier's check or a personal or corporate check immediately negotiable is satisfactory for the earnest money. The balance of the purchase price is due in cash at closing.

8. The closing will be scheduled in accordance with the terms of the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before December 7, 2020.
9. Closing costs and expenses will be allocated and paid in accordance with Sections 17 and 18 of the Agreement to Purchase.
10. At closing, Seller will pay any unpaid real estate taxes, assessments and penalties, including the November 2020 installment, and Buyer will receive a credit for the estimated amount of the 2020 taxes due in 2021. Buyer will then pay all taxes and assessments when due after closing.
11. Seller will furnish owner's title insurance at Seller's expense in accordance with the terms of Sections 8 and 9 of the Agreement to Purchase.
12. The title is to be conveyed and the title insurance is to be issued free and clear of liens (except current taxes), but subject to all easements and all other "Permitted Exceptions" as defined in Section 10 of the Agreement to Purchase.
13. Preliminary title insurance schedules dated July 9, 2020 have been prepared by Gibson County Abstract & Title and posted to the auction website. Printed copies are available to review in the auction display area. Buyer agrees to acquire the purchased tract(s) subject to all applicable exceptions listed in the preliminary title insurance schedules.
14. Buyer will acquire any mineral rights that have not been severed from the ownership of the surface rights. However, no warranty is made as to ownership of any minerals.
15. Without limiting the foregoing disclaimer, all tracts will be conveyed subject to:
(a) prior severances of the coal rights; and (b) a life estate held by Phyllis Brittingham with respect to the oil and gas rights.
16. With respect to Tract 8, the surface rights will also be conveyed subject to the life estate of Phyllis Brittingham.
17. All cropland is subject to the current farm lease which expires on December 31, 2020.
18. Possession shall be delivered at closing, subject to the 2020 farm lease (with respect to the cropland) and subject to the life estate (with respect to Tract 8).
19. A new survey will be obtained if required to record the conveyance or if Seller elects to obtain a new survey for any other reason in Seller's sole discretion. In any event, a new survey will be obtained *if and only if* obtained in accordance with Section 6 of the Agreement to Purchase. The cost of any such survey shall be shared equally (50:50) by Seller and Buyer.
20. A 2-acre parcel with the home near the southwest part of Tract 3 is excluded from the auction. A survey of the excluded parcel is posted in the auction display area. After excluding this parcel, the total of the acre estimates shown in Exhibit A for Tracts 1 through 8 is 205(±) acres.

21. The acres shown in Exhibit A have been estimated based on: (a) the approximate total acres shown in the property tax records; (b) an approximate, provisional allocation between Tracts 6 and 7; and (c) the survey of the excluded parcel near the southwest part of Tract 3. No warranty or authoritative representation is made as to the number of gross acres or cropland acres included with any tract or set of tracts.
22. If the purchase price includes one or more tracts for which a new perimeter survey is obtained in accordance with the Agreement to Purchase, the purchase price shall be subject to adjustment as follows:
 - a. Except as provided below with respect to Tracts 7 and 8, the purchase price shall be adjusted proportionately to reflect any difference between the acre estimates shown in Exhibit A for the purchased tract(s) and the gross acres shown in the survey. For purposes of calculating any such adjustment, the “gross acres shown in the survey” shall include the estimated acres shown in Exhibit A for any tract(s) included in the purchase price but not surveyed.
 - b. The purchase price shall not be adjusted for Tract 7, Tract 8 or any combination that includes Tract 7 and/or Tract 8 unless the purchase includes at least 50 acres of land. Any adjustment to the purchase price for a combination that includes Tract 7 and/or Tract 8 and at least 50 acres of land shall be based solely on acres, without allocating any value to any improvements.
23. Boundary lines and auction tract maps depicted in Exhibit A and the auction marketing materials are approximations provided for identification and illustration purposes only. Flag markers were placed on site prior to the auction as approximate locational references only. Such maps and markers are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
24. If any dispute arises prior to closing with respect to the location of any boundary, the Auction Company may (but shall not be required to) terminate the purchase contract by giving written notice of termination to Buyer, but only with the Seller’s consent. In the event of such termination, the earnest money shall be refunded to Buyer and the property may be re-sold free and clear of any claim of Buyer. In lieu of consenting to such termination, Seller may elect instead to enforce the purchase contract according to its terms.
25. **Tract 7:** The sale of Tract 7 includes the grain bins with attached augers and aeration equipment.
26. **Tracts 7 & 8:** Advertised square footages and dimensions are approximate. No warranty or authoritative representation is made as to the size or dimensions of any building or structure.
27. **Tracts 7 & 8:** The water supply lines serving Tract 7 are connected to the water meter on Tract 8. After closing, the Buyer of Tract 7 shall be responsible for the installation of a separate water line and meter serving Tract 7. If Tracts 7 and 8 are not sold together, the Buyer of Tract 8 shall have the right to disconnect the water lines serving Tract 7 from the water meter on Tract 8.

28. **Tract 8:** The water meter on Tract 8 is also connected to the water lines serving the home to the west of Tract 8. The auction company is informed that the water supply to Tract 8 may be turned off by the water company (Pike-Gibson Water) if the water meter on Tract 8 is not disconnected from Tract 7 and the home to the west of Tract 8.
29. Information booklets have been posted to the auction website and printed copies are available to review in the auction display area. The information booklets include information obtained or derived from third-party sources, including soil maps, wetlands map, topography map, FSA maps and other FSA information and property tax information. Such information has been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, the Auction Company disclaims any warranty or liability for the information provided.
30. Your bids are to be based solely upon your inspection. All property is sold "AS IS" without any warranty. Without limiting the foregoing provisions, Seller and Auction Company and their respective agents and representatives make no warranty or authoritative representation as to: (a) zoning matters; (b) whether or not the property qualifies for any particular use; (c) the availability or location of utilities; (d) the availability of any building permit, driveway permit, septic permit or any other permit; or (e) the accuracy of any materials or information prepared or provided by any third party regarding the auction and/or the property.
31. At the close of the auction, each high bidder shall execute a purchase contract in the form provided in each Bidder's Packet, consisting of the Agreement to Purchase, Exhibit A and this Addendum A. The terms of these documents are non-negotiable.
32. Deeds shall be recorded in the order designated by the Seller. You will be closing on the tract or combination of tracts on which you are the successful bidder in the manner in which you bid at the auction.
33. Schrader Real Estate and Auction Company, Inc. and its agents and representatives are exclusively the agents of the Seller.

Thank you for your interest in this offering. If you have any questions, please feel free to talk to one of our representatives.

ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER
TAKE PRECEDENCE OVER THIS PRINTED MATERIAL.