

AGREEMENT TO PURCHASE

This Agreement to Purchase is executed in connection with a public auction conducted on November 24, 2020 (the "Auction") by Schrader Real Estate and Auction Company, Inc. ("Auction Company") on behalf of Linda B. Martz ("Seller") with respect to the real estate identified in Exhibit A as Tracts 1 - 7 ("Real Estate Tracts") and the grain system identified in Exhibit A as Tract 8 ("Tract 8").

The Revised Auction Tract Map attached as **Exhibit A** ("Exhibit A") and the bid procedures and auction announcements attached as **Addendum A** ("Addendum A") are incorporated herein as integral parts hereof and, together with this Agreement to Purchase, are collectively referred to herein as this "Agreement".

"Buyer" refers to the party(ies) signing as Buyer(s) on the signature page (page 4) 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 (the "**Purchased Tract(s)**").

NOW, THEREFORE, it is hereby agreed:

1. **Subject of Agreement; Property.** In accordance with and subject to the terms of this Agreement, Buyer offers and agrees to purchase from Seller and Seller (upon execution and delivery of Seller's acceptance) agrees to sell to Buyer the property included with the Purchased Tract(s), as identified in Exhibit A (the "Property"). If the Purchased Tract(s) include or consists of any of Tracts 1 - 7, the Property includes the land identified by reference to the same tract number(s) in the attached Exhibit A, together with any improvements presently existing on said land; *provided, however:* (a) the Property does not include any propane tanks; and (b) the Property does not include any of the property comprising Tract 8 unless Tract 8 is designated as one of the Purchased Tract(s). This Agreement applies only to the Purchased Tract(s) designated on the Signature Page. Any provision of this Agreement that refers to a specific auction tract that is not one of the Purchased Tract(s) shall not apply unless and except to the extent that such provision also pertains to or affects the sale of one or more of the Purchased Tract(s).
2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") consists of the amount in U.S. Dollars which is written as the Purchase Price on the Signature Page, being the amount of Buyer's high bid for the Purchased Tract(s); *provided, however,* the Purchase Price is subject to adjustment at Closing (based on surveyed acres) if applicable in accordance with the terms of Addendum A.
3. **If the Property Includes Real Estate.** The provisions of this Section 3 apply if and only if the Property *includes* one or more of the Real Estate Tracts (with or without Tract 8):
 - (a) **Earnest Money.** Concurrently with this offer, Buyer shall deliver to Auction Company an earnest money deposit (the "Earnest Money") 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.
 - (b) **Payment of Purchase Price.** Prior to Closing, Buyer shall deliver Good Funds to the title company administering the Closing pursuant to Subsection 3(g) below ("Closing Agent") in the amount of the Purchase Price (as adjusted in accordance with the provisions of Addendum A, based on surveyed acres, if applicable in accordance with the provisions of Addendum A), 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.
 - (c) **Taxes and Assessments.** Real estate taxes and special assessments that are or will be assessed against any tax parcel that includes any part of the Property ("Taxes") shall be withheld from Seller's proceeds at Closing and paid directly to the county treasurer to the extent any such Taxes are or were due and payable in 2020 (or earlier) and are unpaid at the time of closing. The 2020 Taxes due in 2021 shall be estimated based on 100% of the 2019 taxes billed in 2020 and the amount thus estimated, to the extent attributed to the Property, shall be paid by Seller via credit against the sums due from Buyer at Closing; *provided, however,* if this sale involves a tax parcel split, Seller may elect instead to deliver the amount of the estimated 2020 Taxes to the Closing Agent to be: (a) held in escrow and applied towards payment of the 2020 Taxes when billed after Closing; or (b) paid directly to the county treasurer as an estimated prepayment of the 2020 Taxes. Buyer shall then pay all Taxes when due after Closing (to the extent attributed to the Property and not paid via escrow or direct prepayment) and any shortage or surplus with respect to the estimated amount credited or paid at Closing shall be paid or retained by or refunded to Buyer (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.
 - (d) **Survey.** A new survey shall be obtained if and only if obtained in accordance with the provisions of Addendum A.
 - (e) **Deed; Title Insurance.** The Property shall be conveyed by Warranty Deed (subject to the Permitted Exceptions), to be furnished at Seller's expense. Seller shall furnish a commitment, updated to a date after the Auction and prior to Closing, for the issuance of a standard owner's title insurance policy in the amount of the Purchase Price insuring marketable title to the real estate comprising or included with the Property in Buyer's name, subject to standard exceptions, conditions and requirements and subject to the Permitted Exceptions (the "Final Title Commitment"). At Closing, Seller shall pay for the cost of issuing a standard owner's title insurance policy in accordance with the Final Title Commitment.
 - (f) **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, title insurance and any survey subject to and notwithstanding any of the following matters (collectively, the "Permitted Exceptions"): (i) existing roads, utilities and/or drains; (ii) any visible or apparent use; (iii) any variation between a deeded boundary line and a fence line, field line, ditch line

- or other visible or apparent occupancy or occupancy line; (iv) any easement, condition, restriction or other matter (except liens) appearing of record; (v) any outstanding right or severance as to minerals; (vi) any recorded oil and gas lease, active or not; (vii) a lien for property taxes and/or assessments not yet payable; (viii) any matter disclosed in this Agreement; and/or (ix) any matter (except a mortgage or lien) referenced in the preliminary title insurance schedules described in Addendum A.
- (g) **Closing.** Subject to the 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 28, 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). The Closing shall be held at and/or administered by the office of **Guardian Title Company, 125 S. Public Sq., Angola, IN (Tel: 260-665-2314)**, or otherwise as mutually agreed. If Seller is unable to convey the Property in conformance with the requirements of this Agreement, either party may terminate this Agreement by written notice to the other and, in the event of such termination by either party, Buyer shall receive the Earnest Money as Buyer’s sole and exclusive remedy; *provided, however*, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure the nonconformity and Seller shall have the right to extend the date of Closing for up to 30 days in order to cure such nonconformity.
- (h) **Risk of Loss.** The Property shall be conveyed at Closing in substantially its present condition, normal wear and tear excepted. Seller assumes the risk of loss and damage until Closing. Seller’s insurance may be canceled as of the Closing date.
- (i) **Possession.** Possession of the Property shall be delivered to Buyer in accordance with the provisions of Addendum A.
- (j) **Purchase of any of Tracts 2 - 7 in Combination with Tract 8.** If this purchase includes Tract 8 combined with any of Tracts 2 - 7 (*without Tract 1*), Buyer shall remove and transport the property comprising Tract 8 at Buyer’s sole risk and expense in accordance with the provisions of Section 5 below.
- (k) **Purchase of Tract 1 without Tract 8.** This Subsection applies if this purchase includes Tract 1 but does *not* include Tract 8. If this Subsection applies then, for purposes of this Subsection, the term “Load-Out Property” refers to any of the property comprising Tract 8 that remains on Tract 1 at the time of Closing. If this Subsection applies: (i) Buyer agrees to purchase and acquire the Property at Closing notwithstanding the presence of the Load-Out Property on Tract 1 at the time of Closing; and (ii) Buyer agrees to cooperate with and accommodate the rights of the owner of the Load-Out Property, including the right to enter upon Tract 1 to remove the Load-Out Property; *provided, however*, at any time after the later of the Tract 1 Closing or the applicable Load-Out Deadline described in Subsection 5(b) below, Buyer shall have the right to enforce any right of ejectment and/or other lawful remedy with respect any remaining Load-Out Property vis-a-vis the owner(s) thereof. Seller shall have no obligation to Buyer with respect to any Load-Out Property and Seller shall not be responsible for enforcing the obligation of a third-party purchaser to remove any Load-Out Property.
- (l) **Remedies.** If the Earnest Money is not effectively paid in accordance with this Agreement *or* if this sale fails to close due to Buyer’s default (each a “Buyer Default”), Seller shall have the right to recover 10% of the Purchase Price as liquidated damages and the right to give notice terminating Buyer’s right to acquire the Property (without prejudice to the right to recover liquidated damages). Upon such termination, Seller shall have the absolute and unconditional right to re-sell the Property free and clear of any right or claim of Buyer. Buyer agrees that 10% of the Purchase Price is fairly proportionate to the amount of Seller’s damages due to a Buyer Default, which damages would otherwise be uncertain and difficult to ascertain. If such liquidated damages are adjudicated as unenforceable, Seller may recover actual damages plus attorney fees and expenses. If this sale fails to close due to Seller’s default: (i) Buyer shall have the right to demand and receive a refund of the Earnest Money and, upon such demand and receipt, this Agreement shall be terminated in all respects; or (ii) at any time prior to such termination, Buyer may elect instead to seek specific performance. If this sale fails to close, the Earnest Money shall be retained in escrow pending disbursement instructions signed by both parties (or by one party authorizing disbursement to the other) or contained in a final court order. In the event of a Buyer Default, Buyer agrees to sign and deliver a release of the Earnest Money for payment of the liquidated damages due Seller and, if Buyer fails to do so, Seller shall have the right to recover (in addition to any other recovery) attorney’s fees and other expenses thereafter incurred by Seller in seeking to enforce any right or remedy. In a lawsuit to enforce a right or remedy under this Agreement, the prevailing party shall recover attorneys’ fees and expenses and **ANY RIGHT TO A TRIAL BY JURY IS WAIVED**.
4. **If the Property Does Not Include Real Estate.** The provisions of this Section 4 apply if the Property consists of *only* Tract 8:
- (a) **Payment of Purchase Price.** 100% of the Purchase Price is due immediately upon Seller’s acceptance of Buyer’s bid, as evidenced by the execution of Seller’s acceptance on the Signature Page.
- (b) **Title and Possession.** Buyer assumes all risk of loss with respect to the Property effective immediately upon Seller’s acceptance. However, notwithstanding any other provision, the parties intend that title to the Property shall not vest in Buyer (and Buyer shall not take possession of the Property) until final and effectual payment of the entire Purchase Price has been received by Auction Company. In the event of any failure, default, deficiency, defect, dishonor, chargeback, reversal, mistake and/or fraud with respect to the delivery of the Purchase Price in accordance with this Agreement (“Payment Defect”), Seller may elect to terminate Buyer’s right to acquire the Property under this Agreement (without prejudice to Seller’s right to recover any contract damages or other damages) 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.
5. **Load-Out Obligations.** If this purchase includes or consists of Tract 8 and does *not* include Tract 1, the provisions of this Section 5 apply with respect to the property comprising Tract 8 (“Load-Out Property”):
- (a) **Load-Out Activities.** Buyer is responsible for performing and/or hiring the performance of all work and activities necessary to complete the disassembly, loading, removal and transportation of the Load-Out Property from the real estate identified as Tract 1

- (collectively, "Load-Out Activities") at Buyer's sole risk and expense and otherwise in accordance with the provisions of this Agreement. The Load-Out Activities shall be performed and completed by Buyer as expeditiously as possible while taking all reasonable measures to prevent injury to person or damage to property and to minimize the disruption of the use of Tract 1.
- (b) **Load-Out Deadline.** Buyer shall complete all Load-Out Activities and remove the Load-Out Property from Tract 1 on or before the applicable load-out deadline, as set forth below ("Load-Out Deadline"), but not before payment of the entire Purchase Price.
- If Tract 8 is purchased by itself, apart from any real estate, the Load-Out Deadline is **February 24, 2021**.
 - If Tract 8 is purchased in combination with any of Tracts 2 - 7 (*without Tract 1*), the Load-Out Deadline is **February 24, 2021 or 30 days after the closing** of the purchase that includes Tract 8, whichever is later.
- (c) **Failure to Remove Load-Out Property.** If Buyer fails to remove the Load-Out Property from Tract 1 in accordance with the provisions of this Agreement, Buyer's obligations under this Agreement will be in default and Seller shall have the right to enforce any one or more of the following rights and remedies: (i) Seller may (but need not) elect to move any or all of the Load-Out Property to a different site or location, at Buyer's risk and expense, and/or to enforce any right of ejectment and/or other lawful remedy with respect to the removal of the Load-Out Property from Tract 1; (ii) Seller may (but need not) elect to store, insure and/or otherwise preserve any of the Load-Out Property at Buyer's risk and expense; (iii) Seller may (but need not) incur costs in connection with the exercise of any right or remedy described in this Subsection; and (iv) Seller shall have the right to recover any such costs from Buyer and Buyer hereby agrees to pay such costs. Any right or remedy described in this Subsection may be exercised and/or enforced by Seller and/or Seller's successors in title with respect to Tract 1.
- (d) **Loss; Indemnification.** Buyer assumes all risk of injury to or death of any person and/or any damage to or loss of property (whether sustained by Buyer, Seller or any other person or entity) directly or indirectly arising out of or resulting from or in any way connected with: (i) the Load-Out Activities; (ii) Buyer's entry upon Tract 1 in connection with the Load-Out Activities or otherwise; (iii) the entry upon Tract 1 by any other person in connection with the Load-Out Activities and/or otherwise as the agent of Buyer and/or at the express, implied, actual or ostensive direction of Buyer; and/or (iv) any breach of or default with respect to any obligation of Buyer under this Agreement (collectively, "Loss"). Buyer shall defend, protect, indemnify and hold harmless an Indemnified Party (as defined below) from and against any Loss (and any and all liabilities, suits, actions, judgments, costs and expenses, including attorneys' fees and expenses, incurred by such Indemnified Party in connection with any Loss), except to the extent that such Loss was caused by the fault of such Indemnified Party. "Indemnified Party" refers to Seller, any successor in title with respect to Tract 1, the Auction Company and/or any of their respective agents and representatives. If Buyer consists of more than one individual and/or entity, Buyer's obligations under this Section shall be joint and several as between each such individual and/or entity.
- (e) **Security Interest.** Buyer hereby grants to Seller a security interest with respect to the Load-Out Property to secure: (i) payment of the Purchase Price in the event that any Payment Defect occurs and/or continues after Buyer acquires rights in the Load-Out Property; (ii) payment and/or performance of any and all other obligations of Buyer under this Agreement; and (iii) payment of any costs, expenses and attorney's fees incurred in connection with the exercise of any right or remedy of Seller under this Agreement and/or the enforcement of any obligation of Buyer under this Agreement. Seller is authorized to file a financing statement reflecting its security interest in the Load-Out Property and/or to assign its security interest to Seller's successors in title with respect to Tract 1.
6. **AS IS; No Warranties.** Any description of the Property is for general identification purposes and does not constitute a warranty of any kind. Buyer is responsible for having inspected and/or verified the type, character, quality and condition of the Property prior to bidding. **BUYER IS PURCHASING THE PROPERTY "AS IS", WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING PROVISION, SELLER AND AUCTION COMPANY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER, AUCTION COMPANY OR ANY OF THEIR RESPECTIVE AGENTS BE LIABLE FOR CONSEQUENTIAL DAMAGES.**
7. **Agency.** Auction Company and its affiliated agents represent only Seller, not Buyer. This Agreement is between Buyer and Seller. Auction Company and its agents and representatives shall not be liable for any defect or deficiency in any land, improvements, fixtures or equipment.
8. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of the Property as part of an exchange under 26 U.S.C. § 1031 ("Exchange"). This Agreement may be assigned for purposes of an Exchange, but the assignor shall not be released from any obligation. A party is not required to assume or incur any additional obligation in connection with another party's Exchange.
9. **General Provisions.** This Agreement shall bind and benefit the parties and their respective heirs, personal representatives and successors. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property. Neither party is relying upon any other statement or promise and neither shall be bound by any purported oral modification or waiver. Time is of the essence. All terms and conditions of this Agreement shall survive the Closing, including but not limiting to the provisions of Section 5 above. This Agreement to Purchase and Addendum A shall be read and construed together as a harmonious whole. This Agreement may be executed in multiple counterparts, all of which together shall constitute the same instrument and, for such purposes, 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.
10. **Acceptance Deadline.** This offer shall be deemed automatically withdrawn and the Earnest Money shall be returned to Buyer if this offer is not accepted by Seller in writing on or before 11:59 pm on **Tuesday, November 24, 2020**.

[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 for purposes of this Agreement as follows:

Designation of Purchased Tract(s):

Tract(s) _____, being the real estate and/or grain system identified by reference to the same tract number(s) in Exhibit A, and being one or more of the tracts put up for bids at the Auction conducted on November 24, 2020 by Schrader Real Estate and Auction Company, Inc. on behalf of Seller.

Purchase Price: \$ _____

SIGNATURE OF BUYER: This Agreement is executed and delivered on the 24th day of November, 2020 by the undersigned, constituting the "Buyer" for purposes of this Agreement:

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)

(Contact Info. for Buyer's Lender, if any)

ACCEPTED BY SELLER on the 24th day of November, 2020:

Sign: _____
(Linda B. Martz)

ACKNOWLEDGEMENT OF RECEIPT: The Auction Company acknowledges receipt of \$ _____ delivered on the date indicated below by or on behalf of Buyer as the **10% Earnest Money** (if this purchase *includes one or more of the Real Estate Tracts*) or the entire **Purchase Price** (if this purchase consists of Tract 8 only).

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

Date Received: _____

By: _____

Print: _____

EXHIBIT A

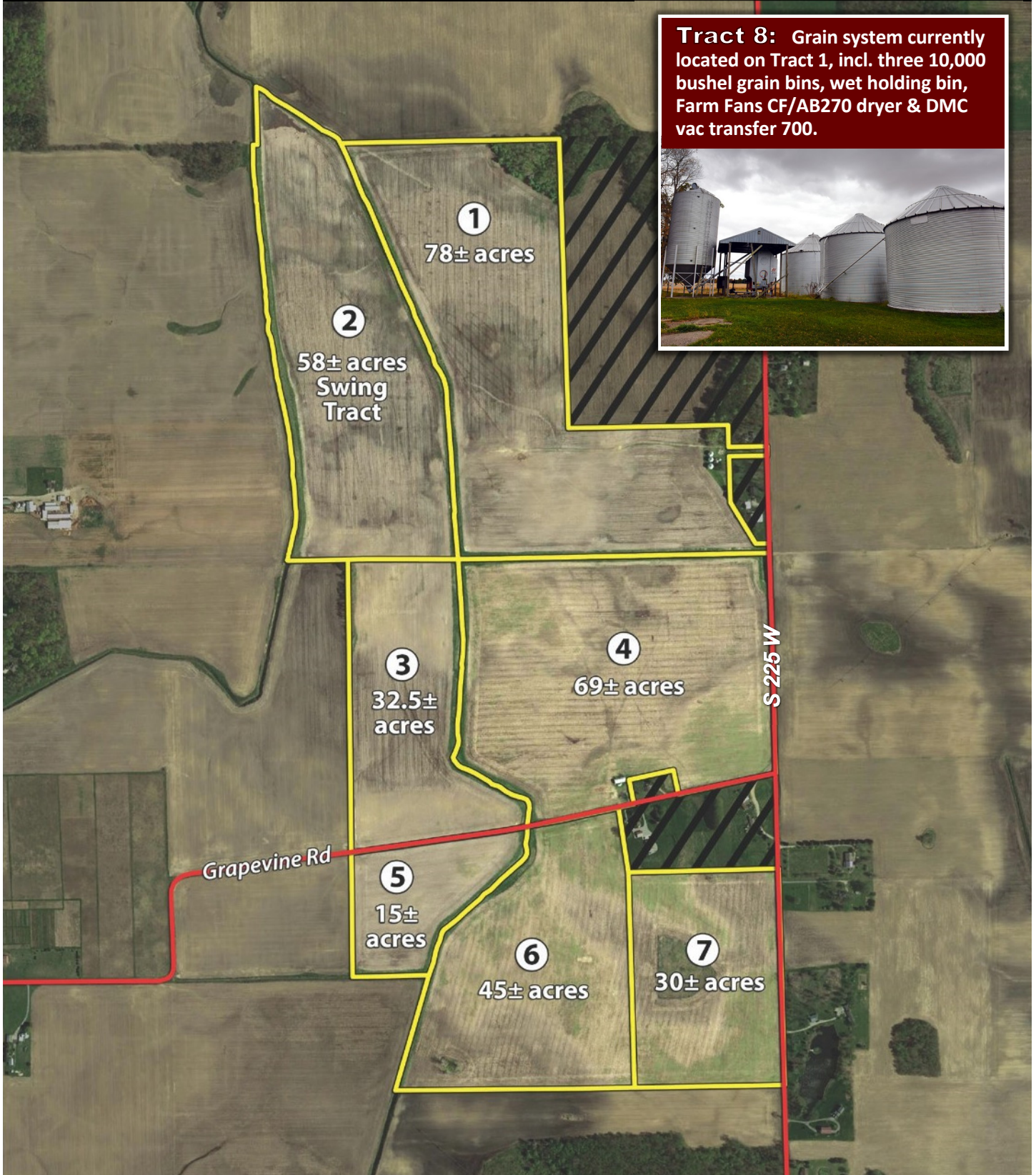
Revised Auction Tract Map

Buyer(s): _____

Seller: _____

Auction Date: 11/24/2020

Tracts 1 - 7: Pt. Sec. 21-T36N-R13E and pt. Sec. 28-T36N-R13E (Steuben Twp.) in Steuben Co., IN



Tract 8: Grain system currently located on Tract 1, incl. three 10,000 bushel grain bins, wet holding bin, Farm Fans CF/AB270 dryer & DMC vac transfer 700.



Boundary lines and/or acreages depicted in the marketing materials and auction tract maps, including this Exhibit A, are approximations 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: November 24, 2020

Owner: Linda B. Martz

Sale Manager: Roger Diehm

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. The auction tracts are identified or described in the Revised Auction Tract Map which 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, except that Tract 2 is a "swing tract" and may be purchased only by an adjoining landowner or as part of a tract combination that includes Tract 1 and/or Tract 3.
4. Bidding will remain open on individual tracts and combinations until the close of the auction. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
5. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.
6. The Seller is present and we anticipate that the top bid(s) at the close of the auction will be accepted. The final bid(s), however, are subject to the Seller's acceptance or rejection.

PART B - ANY PURCHASE THAT INCLUDES REAL ESTATE:

7. 10% of the purchase price is due as a cash down payment at the close of auction. A cashier's check or a personal or corporate check immediately negotiable is satisfactory for the down payment. The balance of the purchase price is due in cash at closing.
8. The balance of the purchase price is due in cash at closing, to be scheduled in accordance with the Agreement to Purchase. The targeted closing period is on or before December 28, 2020.

9. The closing agent's fee to administer the closing will be shared equally (50:50) between Buyer and Seller. Buyer will pay all costs of any loan obtained by Buyer.
10. Seller will pay the estimated amount of the real estate taxes for the calendar year 2020 (due in 2021) at the time of closing in accordance with the Agreement to Purchase. Buyer will then assume and pay all real estate taxes and assessments that become due after closing.
11. Seller will furnish the deed and owner's title insurance at Seller's expense in accordance with the terms of Subsection 3(e) of the Agreement to Purchase.
12. Preliminary title insurance schedules dated October 28, 2020 have been prepared by Guardian Title Company and are available to review in the auction display area, along with copies of the oil and gas lease which is listed as an exception.
13. The title is to be conveyed and the title insurance is to be issued free and clear of mortgages and liens, but subject to all "Permitted Exceptions" as defined in Subsection 3(f) of the Agreement to Purchase.
14. Possession shall be delivered at closing.
15. The grain system currently located on Tract 1 is offered separately as Tract 8. If you bid on Tract 1 without Tract 8, you agree to the provisions of Subsection 3(k) of the Agreement to Purchase in the event any of the Tract 8 property remains on Tract 1 at the time of the Tract 1 closing.
16. If you bid on Tract 8 in combination with any of Tracts 2 - 7 (*without Tract 1*), you agree to remove and transport the Tract 8 property from Tract 1 on or before February 24, 2021 or within 30 days after your closing (whichever is later) in accordance with the provisions of Section 5 of the Agreement to Purchase.
17. A parcel containing buildings and 2.95± acres of land near the east part of Tract 1 is being retained by Seller and is excluded from the auction property, as approximately depicted in Exhibit A. A survey of the excluded parcel is available to review in the auction display area.
18. A new survey of all or any part of the property to be conveyed at any closing shall be obtained if and only if: (a) the conveyance will involve the creation of a new parcel which cannot be conveyed using existing legal descriptions (or using existing legal descriptions with a newly-surveyed exception); or (b) the official(s) responsible for recording the deed 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.
19. If a new survey is obtained, the survey shall be ordered by the Auction Company and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller.
20. The cost of any survey obtained in accordance with this Addendum A shall be shared equally (50:50) by Seller and Buyer.

21. If a new survey is obtained in accordance with the provisions of this Addendum A, the purchase price shall be adjusted proportionately to reflect any difference between the acre estimates shown in Exhibit A and the gross acres shown in the survey. Any such adjustment shall be based solely on acres, without allocating any separate value to any improvements, fixtures or equipment that may be included in the purchase price.
22. The advertised auction tract map has been revised for purposes of the auction. As shown in Exhibit A, the approximate depictions of the west lines of Tracts 3 and 5 have been moved further west. The revised tract map in Exhibit A is believed to be a more accurate approximation of these boundaries based on the legal descriptions provided by the title company and the existing field line.
23. As shown in Exhibit A, the acre estimates have been revised for purposes of the auction as follows:

ACRE ESTIMATES (±)	Tr. 1:	Tr. 2:	Tr. 3:	Tr. 4:	Tr. 5:	Tr. 6:	Tr. 7:	Total:
Advertised / Brochure (±)	80	59.5	29	71	15	48	32	334.5
Revised / Exhibit A (±)	78	58	32.5	69	15	45	30	327.5

24. The acres shown in Exhibit A are approximate and have been estimated based on the approximate acres indicated by the legal descriptions and an approximate, provisional allocation between the potential new tracts. No warranty or authoritative representation is made as to the number of acres included with any tract or set of tracts.
25. Boundary lines and auction tract maps depicted in Exhibit A and the auction marketing materials are approximations provided for identification and illustration purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
26. If a dispute arises prior to closing as to the location of any boundary, the Auction Company may (but need not) 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.
27. Advertised road frontages are approximate. No warranty or authoritative representation is made as to the length of any road frontage.
28. The propane tank now or previously located on Tract 1 is excluded from the sale.
29. The respective Buyer(s) of Auction Tracts 1 - 6 shall assume the existing Conservation Reserve Program (CRP) contract obligations, to the extent applicable to the purchased tract(s), and shall timely sign all documents required by the FSA office in connection therewith. Any penalty, repayment and/or interest assessed due to termination, non-compliance and/or owner-ineligibility after closing shall be the responsibility of the Buyer. Buyer shall receive the CRP payments due in 2021 and thereafter. Any allocation of the annual contract payment between split parcels shall be determined by the FSA office.

30. If it is necessary, for the purpose of administering the closing, to allocate the purchase price between Tract 8 and any real estate tract(s) purchased in combination with Tract 8, such allocation shall be determined solely by the Seller.
31. DEED RESTRICTION: Unless Tracts 1 – 7 are all sold together as a whole unit, each separately sold tract or combination shall be subject to a new restrictive covenant which shall be included in each deed in substantially the following form:

This conveyance is made subject to the following covenant which shall run with the land:

Any home hereafter constructed on the land conveyed by this deed shall: (a) comply with the Indiana Residential Code for 1 and 2 family dwellings (currently 675 IAC 14-4.4), thus excluding mobile homes and typical doublewide modular homes; (b) have a roof pitch of not less than 5/12; (c) have an attached garage designed for not less than two cars; and (d) have a minimum living area of 1,400 square feet for a single story home; 1,600 square feet for a 1-1/2 story home; and 1,800 square feet for a 2 story home. "Living area" includes all parts of the home that are heated and finished except that "living area" does not include garages, basements and porches.

32. Information booklets have been provided to prospective buyers in printed form and/or via download from the auction website and are available for further review in the auction information area. The information booklets include information obtained or derived from third-party sources, including soil, topography and wetlands maps, 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.

PART C - PURCHASE OF TRACT 8 BY ITSELF:

33. If Tract 8 is purchased by itself: (a) 100% of the purchase price for Tract 8 is due immediately upon Seller's acceptance; (b) Buyer assumes all risk of loss and damage to the Tract 8 property effective immediately upon Seller's acceptance of Buyer's bid; and (c) Buyer shall remove and transport the Tract 8 property from Tract 1 on or before **February 24, 2021** in accordance with Section 5 of the Agreement to Purchase.

PART D - GENERAL TERMS FOR ALL TRACTS:

34. 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.

35. When the bidding concludes, 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.
36. 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.