

AGREEMENT TO PURCHASE

Date: **December 1, 2020**

I/We the undersigned Buyer(s) ("Buyer") offer to purchase the real estate put up for bids at the public auction conducted on this date by Schrader Real Estate and Auction Company, Inc. ("Auction Company") on behalf of Wildlife Farms 2, LLC ("Seller"), being 48(±) acres of land in pt. Sec. 15-T33N-R5E (Prairie Twp.) in Kosciusko County, Indiana, as described in a survey by John Kimpel & Associates, Inc. dated January 10, 2020, a copy of which is attached as **Exhibit A** (the "January 10, 2020 Survey"), and identified for property tax purposes as Parcel ID 021-058-009.AA and State ID 43-06-15-400-380.000-019 (the "Property"). This offer incorporates the terms and conditions set forth herein, the attached **Exhibit A**, the auction announcements attached as **Addendum A** and the Addendum for Assignment and Assumption of Unrecorded Easement Agreement attached as **Addendum B** (collectively, this "Agreement").

1. **PURCHASE PRICE.** The purchase price is \$ _____, to be paid via wired funds at closing (plus expenses charged to Buyer, less applied Earnest Money and any other credits due Buyer, as provided in this Agreement). The purchase price shall be adjusted at closing if and only if an adjustment is applicable in accordance with the terms of Addendum A.
2. **EARNEST MONEY.** Concurrently with this offer, Buyer shall deliver to Auction Company the sum of \$ _____ (the "Earnest Money"), to be held in escrow, delivered to the closing agent at or prior to closing, and applied to the purchase price at closing.
3. **TAXES AND ASSESSMENTS.** Real estate taxes for 2020 (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,** 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 and assessments 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). The Property was part of larger tax parcel that was split in March of 2020. The extent to which any real estate taxes and/or assessments 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 and/or assessments 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.
4. **SURVEY.** Buyer acknowledges having received a copy of the January 10, 2020 Survey and agrees to accept the conveyance of the Property as described in the January 10, 2020 Survey, without obtaining a new post-auction survey.
5. **DEED; TITLE INSURANCE.** The Property shall be conveyed by Warranty Deed (with customary limited liability company provisions, and 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 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.
6. **PERMITTED EXCEPTIONS.** Buyer agrees to accept title and title insurance subject to and notwithstanding any of the following matters (collectively, the "Permitted Exceptions"): (a) existing roads, utilities and drains; (b) any visible or apparent use; (c) any variation between a deeded boundary line and a fence line, field line or other visible or apparent occupancy or occupancy line; (d) any easement, condition, restriction or other matter of record (except liens); (e) any outstanding right or severance as to minerals; (f) any recorded oil and gas lease, active or not; (g) a lien for property taxes or assessments not yet payable; (h) any matter disclosed in this Agreement; and/or (i) any matter (except liens) referenced or shown in the preliminary title insurance schedules described in Addendum A and/or the January 10, 2020 Survey.
7. **CLOSING.** Closing shall be held **on or before December 31, 2020** (or as soon as possible after said date upon completion of the Final Title Commitment and Seller's closing documents). The closing shall be held at and/or administered through the office of **Fidelity National Title Company, at 108 W. Main St., Warsaw, Indiana**, 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 closing date for up to 30 days after receiving such notice in order to cure such nonconformity.
8. **POSSESSION.** Possession shall be delivered in accordance with Addendum A.
9. **THE PROPERTY IS SOLD "AS IS, WHERE IS", WITHOUT ANY WARRANTY OF ANY KIND REGARDING THE CONDITION OF THE PROPERTY OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE.**
10. **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: (a) 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 (b) 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: (i) signed by both parties (or by one party authorizing disbursement to the other); or (ii) 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.**
11. **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.
12. **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.
13. **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 of this Agreement shall be read and construed together as a harmonious whole and, unless otherwise provided or required by the express terms of this Agreement, shall survive closing. This Agreement may be executed in multiple counterparts, all of which together shall constitute the same instrument. 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.
14. **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 **December 1, 2020**.

Printed Name(s) of Buyer(s): _____

Signature(s) of Buyer(s): _____

Address: _____ Phone: _____

Deed to: _____ Lender/Contact: _____

EARNEST MONEY in the amt. of \$ _____ received by: _____ on _____, 2020

ACCEPTED BY SELLER on this **1st** day of **December, 2020**: WILDLIFE FARMS 2, LLC, by its duly-authorized manager:

DESCRIPTION

Part of Sponseller Brothers, INC. as described in Document #1998010732;

A tract of land in the Northwest Quarter, Southwest Quarter, and Southeast Quarter all in Section 15, Township 33 North, Range 5 East, Prairie Township, Kosciusko County, Indiana, more particularly described as follows:

Commencing at a Mag nail with a Kosciusko County Surveyor washer at the Northwest corner of the Southwest Quarter of said Section 15, being within the right-of-way of County Road 500 West; thence South 01°15'40" East, (basis of bearings established by INDOT VRS Base, using Indiana East NAD83 coordinate system), along the West line of said Southwest Quarter and within said right-of-way, 946.52 feet to a Mag nail being the Point of Beginning; thence North 89°04'46" East, 1267.03 feet to a McCrea cap pin; thence North 01°17'39" West, parallel with the East line of the West Half of said Southwest Quarter, 333.97 feet to a McCrea cap pin; thence North 89°05'53" East, 50.00 feet to a McCrea cap pin on said East line; thence North 01°27'32" West, 608.58 feet to a McCrea cap pin at the Southeast corner of Sponseller Brothers, INC's property as described in Document #92-02-0922; thence North 01°24'51" West, along the East line of said Document #92-02-0922, 623.25 feet to a McCrea cap pin at the Southwest corner of John G. & Louise M. Powell's property as described in Document #2013021360; thence North 88°11'16" East, along an existing fence line and the South line of said Document #2013021360 and the South line of Document #2014070962, 1319.40 feet to a McCrea cap pin on the East line of said Northwest Quarter; thence South 01°19'25" East, along said East line, 641.66 feet to a Kimpel cap pin at the center of said Section 15; thence North 89°07'14" East, along the North line of said Southwest Quarter, 461.14 feet to a Kimpel cap pin; thence South 01°19'18" East, 660.92 feet to a Kimpel cap pin; thence South 89°05'53" West, 1778.10 feet to a McCrea cap pin on the East line of said West Half; thence South 01°17'39" East, along said East line, 333.95 feet to a McCrea cap pin at the Northeast corner of Carol B. Van Curen's property as described in Document #2018080467; thence South 89°04'46" West, along the North line of said Document #2018080467, 1317.06 feet to a Mag nail on the West line of said Southwest Quarter being within said right-of-way; thence North 01°15'40" West, along said West line and within said right-of-way, 50.00 feet to the Point of Beginning, containing 48.00 acres more or less

Subject to all covenants, easements, or restrictions of record and all applicable building and zoning laws and ordinances and possible rights of tile and drainage ditches.

This retracement description from a survey by Christopher W. McCrea dated January 10, 2020. Job Number JK-19532 with John Kimpel & Associates.

GENERAL NOTES:

SECTION CORNERS: If the Kosciusko County Surveyor relocates or re-establishes the Section corners at different locations than noted herein, the location of section lines and associated property lines and corners of the surveyed tract may vary.

TITLE: This survey is subject to any restrictions or easements that may be disclosed by a full and accurate title search and the undersigned should be notified of any additions or revisions that may be required.

SETBACKS & EASEMENTS: This survey is subject to any building setbacks per the Kosciusko County zoning regulations and any drainage easements or restrictions per I.C. (Indiana Code) 36-9-27-33.

BASIS OF BEARINGS: All measured bearings herein are based upon INDOT VRS Base, using Indiana East NAD83 coordinate system

Christopher W. McCrea

Christopher W. McCrea
Registered Land Surveyor #20300062

JOHN KIMPEL & ASSOCIATES, INC.

SURVEYORS REPORT

This is a boundary survey in accordance with Title 865 of the Indiana Administrative Code 1-12 "Rule 12", the following observations and opinions are submitted regarding the various uncertainties of the location of the lines and corners established on this survey as a result of:

- a. Availability and condition of referenced monuments
- b. Occupation or possession lines
- c. Clarity or ambiguity of the record description and/or adjoiner's descriptions used
- d. The theoretical uncertainty of the measurements.

1. The relative position accuracy (due to random errors in measurement) of the corners of the above described property established by this survey is within specifications of a "Rural" survey $0.26' + 200$ PPM in accordance with the Indiana Survey Standards as Defined in the IAC 865.

2. Survey's by John Kimpel & Associates dated 1/14/2003, 3/10/2003 and a survey by Walker & Associates dated 6/21/1993 were used as reference for this Survey.

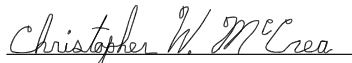
3. Section 15-33-5 was established by recovering Mag nails with washers stamped Kosciusko County Surveyor were recovered at the N. 1/4 cor., the NW cor. the NW 1/4, the W. 1/4 cor., the SW cor. of the SW 1/4, and at the S. 1/4 cor.. A railroad spike was recovered at the E. 1/4 cor.. A Kimpel cap pin was recovered at the center of Section 15-33-5. The W. 1/2 of the SW 1/4 was established by splitting said SW 1/4.

4. The SE cor. of Sponseller Brothers, INC.'s property as described in Document #92-02-0922 was established by historic description and 2003 Kimpel Survey. The S. line of Powell property as described in Document #2013021360 and Comadoll property as described in Document #2014070962 was established per deed and recovering parts of a fence as called for in said Documents.

5. The N. line of Carol B. Van Curen's property as described in Document #2018080467, was established by recovering railroad irons that closely matched the recorded S. 50 acres of the W. 1/2 of the SW 1/4 of said Sec. 15-33-5, see survey plat on page 2.

6. A crop field encroaches the E. line of subject tract up to $54' \pm$, no other encroachments were found or noted.

7. For variances, discrepancies and inconsistencies, see survey plat on page 1 of 2 attached.



Christopher W. McCre
Registered Land Surveyor #20300062

JOHN KIMPEL & ASSOCIATES, INC.

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: December 1, 2020

Owner: Wildlife Farms 2, LLC

Sale Manager: Gary Bailey

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. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
3. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.
4. The Seller is present and we anticipate that the top bid at the close of the auction will be accepted. The final bid, however, is subject to the Seller's acceptance or rejection.

PART B - TERMS OF SALE OUTLINED:

5. 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.
6. The closing will be scheduled in accordance with the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before December 31, 2020. Delivery of title and possession will be effective upon completion of the closing.
7. 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.
8. 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 the real estate taxes and assessments, including drainage assessments, if any, that become due after closing.

9. Seller will furnish the deed and owner's title insurance at Seller's expense in accordance with the terms of Section 5 of the Agreement to Purchase. Buyer agrees to accept the title and acquire the property subject to the "Permitted Exceptions" as defined in Section 6 of the Agreement to Purchase.
10. Preliminary title insurance schedules dated November 4, 2020 have been prepared by Fidelity National Title Co. and are available to review in the auction display area.
11. The auction property is depicted and described in a survey by John Kimpel & Associates, Inc. dated January 10, 2020, a copy of which is included in each Bidder's Packet as **Exhibit A**. The property will be conveyed to Buyer as described in the January 10, 2020 survey, without obtaining a new post-auction survey.
12. The advertised acres are based on the acres shown in the existing legal description and the January 10, 2020 survey. No warranty or authoritative representation is made as to the number of acres included with the auction property.
13. Boundary lines depicted in the advertised auction tract map 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 map and markers are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
14. 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.
15. The auction property has legal access to CR 500 W via the 50-foot wide corridor shown in Exhibit A. However, as an update to the marketing materials, there is currently no recorded easement regarding access via the existing driveway on the adjoining property.
16. A Real Estate Easement Agreement was recently executed on behalf of Sponseller Brothers Inc. (as Grantor) and Wildlife Farms 2 LLC (as Grantee) regarding access via the existing driveway on the Sponseller Brothers Inc. property. This Easement Agreement has not been recorded and appears not to be in a recordable form.
17. A copy of the unrecorded Easement Agreement is included in your Bidder's Packet as **Exhibit B-1** attached to **Addendum B**. It describes a 10-foot wide ingress and egress easement (for hunting and recreation only) from CR 500 W over and along an existing driveway on the property of Grantor (Sponseller Brothers Inc.), then extending east from the end of the drive to the auction property.
18. Among other provisions, the unrecorded Easement Agreement provides that: (a) the Grantee shall notify Grantor by March 1 of each year as to whether Grantee intends to use the 10-foot easement corridor (owned by Grantor) or the 50-foot corridor

(owned by Grantee); and (b) for any year during which Grantee chooses to use the 10-foot wide easement, the Grantor may grow crops within the 50-foot wide corridor.

19. Prior to closing, Seller may make arrangements with Sponseller Brothers Inc. for the execution and recording of an instrument with substantially the same terms as Exhibit B-1. However, no such instrument shall be executed and recorded prior to closing without Buyer's approval, which approval shall not be unreasonably withheld or delayed. If an easement is executed and recorded by Seller and Sponseller Brothers Inc. prior to closing (with Buyer's approval), Buyer agrees to acquire the property subject to the provisions thereof.
20. Seller has no obligation to provide or obtain a recorded easement. If an easement is not recorded prior to closing, Buyer agrees to acquire the property without a recorded easement, but the rights and obligations of Seller under the unrecorded Easement Agreement shall be assigned to and assumed by Buyer in accordance with the terms of Addendum B in your Bidder's Packet.
21. Addendum B shall be signed as part of the purchase contract at the conclusion of bidding. However, the assignment shall not become effective until the closing.
22. No promise, representation or warranty is made as to the existence, status, quality or character of any particular rights and/or obligations under the unrecorded Easement Agreement and/or the effect of Addendum B. Without limiting the foregoing provision, Buyer understands that the unrecorded Easement Agreement may not be binding upon future owners of the Sponseller Brothers Inc. property.
23. 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.
24. At the close of the auction, the high bidder shall execute a purchase contract in the form provided in each Bidder's Packet, consisting of the Agreement to Purchase, Exhibit A, this Addendum A and Addendum B. The terms of these documents are non-negotiable.
25. 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.

ADDENDUM B

ADDENDUM FOR ASSIGNMENT AND ASSUMPTION OF UNRECORDED EASEMENT AGREEMENT

This Addendum for Assignment and Assumption of Unrecorded Easement Agreement is dated December 1, 2020 and is executed in connection with and as a material part of the consideration for an Agreement to Purchase, Exhibit A and Addendum A (collectively the "Purchase Agreement") pursuant to which the undersigned Buyer(s) (hereinafter "Buyer", whether one or more) has/have agreed to purchase the real estate put up for bids at the public auction conducted on this date by Schrader Real Estate and Auction Company, Inc. ("Auction Company") on behalf of Wildlife Farms 2, LLC ("Seller"), being 48(±) acres of land in pt. Sec. 15-T33N-R5E (Prairie Twp.) in Kosciusko County, Indiana, as described in a survey by John Kimpel & Associates, Inc. dated January 10, 2020, and identified for property tax purposes as Parcel ID 021-058-009.AA and State ID 43-06-15-400-380.000-019 (the "Property").

1. Unrecorded Easement Agreement. This Addendum pertains to an instrument entitled "Real Estate Easement Agreement" dated November 21, 2020 and signed on or about November 19, 2020 on behalf of Sponseller Brothers Inc., as "Grantor", and on behalf of Wildlife Farms 2 LLC, as "Grantee", a copy of which is attached hereto as **Exhibit B-1**, which instrument has not been recorded and appears not to be in a recordable form ("Unrecorded Easement Agreement").

2. Recording of Easement Agreement Prior to Closing. Prior to Buyer's acquisition of title pursuant to the Purchase Agreement at closing (the "Closing"), Seller may make arrangements with Sponseller Brothers Inc. for the execution and recording of an instrument with substantially the same terms as the Unrecorded Easement Agreement; *provided, however*, Seller shall not execute and/or record any such instrument prior to Closing without first providing a copy thereof to Buyer and confirming Buyer's approval, which approval shall not be unreasonably withheld or delayed. In any event, Seller has no obligation to provide or obtain a recorded easement and the obligations of Buyer and Seller to complete the Closing are not contingent upon the execution and/or recording of any such instrument. If such an instrument is executed and recorded by Seller and Sponseller Brothers Inc. with Buyer's approval prior to Closing, Buyer agrees to acquire the Property subject to the provisions thereof, in lieu of the assignment and assumption described herein. If such an instrument is not executed and recorded prior to Closing: (a) Buyer agrees to acquire the Property without a recorded easement but the assignment and assumption described in Section 3 below shall be effective upon completion of the Closing; and (b) Buyer shall be free to make any arrangements with Sponseller Brothers Inc. after Closing, but Seller shall have no obligation with respect to any such arrangements.

3. Assignment and Assumption. Unless an instrument is executed and recorded prior to Closing in accordance with Section 2 above: (a) the rights and obligations of Seller under the Unrecorded Easement Agreement shall be assigned to and assumed by Buyer in accordance with and subject to the terms, conditions and limitations of this Addendum; and (b) such assignment and assumption shall become effective immediately and automatically as of the completion of the Closing, based on the provisions of this Addendum, without the execution of any further instrument of assignment and assumption and without any warranty of any kind. Without limiting the foregoing provision, Buyer acknowledges and agrees that no promise, representation or warranty is made or will be made as to the existence, status, quality or character of any particular rights and/or obligations under the Unrecorded Easement Agreement and/or the effect of this Addendum. Notice of this Addendum may be given to Sponseller Brothers Inc. by either Buyer or Seller but neither party shall be liable to the other for failure to give such notice.

4. Legal Representation. This Addendum was prepared by an attorney who represents only the Auction Company in order to facilitate the sale of real estate at public auction. All other parties, including Seller and Buyer, are responsible for consulting with their own respective attorneys regarding the legal effect of this Addendum, the Purchase Agreement and/or any other matter pertaining to the Property and/or the auction. The Unrecorded Easement Agreement was not prepared or approved by Auction Company or its attorney.

5. Execution and Delivery. This Addendum may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. 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.

BUYER: Printed Name(s): _____

Signature(s): _____

SELLER: WILDLIFE FARMS 2, LLC, by its duly-authorized manager:

Sign: _____ (Gerald E. Mang, Jr.)

REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on November 21, 2020, by and between Sponseller Brothers Inc of PO Box 216, Atwood, Indiana 46502, hereinafter ("Grantor"), and Wildlife Farms 2 LLC of 772 Wagner Rd., Chesterton, Indiana, 46304 hereinafter ("Grantee").

Recitals

A. The Grantor is the owner of certain real property commonly known as 5584 N 500 W, Leesburg, Indiana, 46562, and more fully described as follows: Parcel ID 021-058-009.A, PT W 3/4 15-33-5, (Servient Estate).

B. The Grantee is the owner of certain real property commonly known as 500 W at 550 N, Indiana, Wildlife Farms 2 LLC, 021-Parcel ID 021-058-009.AA PT MDL PT 15-33-5, ("Dominant Estate").

C. The Grantee desires to acquire certain rights in the Servient Estate.

1. Grant of Easement

For valuable consideration, Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate: 021-058-009.A PT W 3/4 15-33-5. Further described as over and along the existing driveway on CR 500 W 10' wide East to the end of the drive then extending straight from the end of the drive 10' wide East across tillable land to the Grantee's property line. The Grantee may use the legal 50' entrance on the south boundary of the Grantors property or choose to use the above easement for ingress and egress. In the event the south legal entry is used growing crops on the easement may not be disturbed. If the Grantee chooses to use the easement the Grantor may grow crops undisturbed until after harvest on the Grantee's 50' legal entrance without consideration. Grantee shall notify the Grantor as to which entry shall be used no later than March 1 of each year. If notification is not made by March 1 the default entry shall be the easement, to be used by the Grantee unless otherwise agreed upon by Grantor and Grantee. After harvest of crops the Grantee may use either entrance.

2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by Ingress and egress for Hunting and recreation.

3. Duration and Binding Effect The easement shall endure for the benefit of Wildlife Farms 2 LLC and any future Buyer or Owner. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. Purpose of Easement

The easement will benefit the Grantee by Ingress and egress for Hunting and recreation.

5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to For ingress and egress for hunting and recreation.

6. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

7. Grantor's Rights

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses. The Grantor further reserves the right to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee in the easement. If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

8. Grantee's Rights and Duties

Grantee shall have the duty to repair and maintain the property subject to the easement and shall at all times keep the easement property free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

9. Termination

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. Failure to Perform

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

11. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

12. Attorney's Fees

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

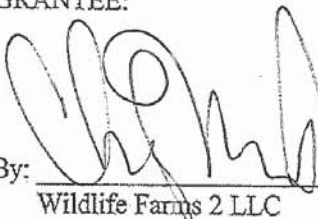
The parties have executed this agreement on the above mentioned date.

GRANTOR:

By:  _____
Sponseller Brothers Inc

Date: 11-19-20

GRANTEE:

By:  _____
Wildlife Farms 2 LLC

Date: 11-19-20