

AGREEMENT TO PURCHASE

This Agreement to Purchase (“**Agreement to Purchase**”) is executed by the party(ies) signing as Buyer(s) (“**Buyer**”) on the signature page of this Agreement to Purchase (“**Signature Page**”) in connection with a public auction conducted on March 30, 2021 (“**Auction**”) by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”) on behalf of TB Realty & Development, Inc., solely in its capacity as general receiver pursuant to an order of the Circuit Court of St. Louis County, Missouri in Cause No. 20SL-CC01537 (“**Receiver**”), with respect to certain property located in Cass County, Missouri and identified for purposes of the Auction as Tracts 1 - 20 and Tracts 25 and 26 (collectively, “**Real Estate Tracts**”) and Tracts 21, 22, 23 and 24 (collectively, “**Movable Tracts**”).

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**”: (a) the aerial auction tract map and descriptions of the Movable Tracts included in each bidder’s packet as Exhibit A (“**Exhibit A**”); (b) the bid procedures and auction announcements included in each bidder’s packet as Exhibit B (“**Exhibit B**”); and (c) if applicable and if Buyer so elects, the Pre-Closing Access Addendum included in each bidder’s packet as Exhibit C (“**Exhibit C**”).

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 (“**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 Receiver and Receiver (upon execution and delivery of Receiver’s acceptance) agrees to sell to Buyer the particular property that is included with this purchase according to the provisions of Sections 2 and 3 below (collectively, the “**Property**”); *provided, however*, notwithstanding the foregoing definition, this purchase does not include (and the term “**Property**” shall not be construed as including) any property or property interest that is specifically excluded (and/or specified as not being included) according to the express terms of this Agreement. This Agreement applies only to the Purchased Tracts designated on the Signature Page. 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. **Real Estate.** If the Purchased Tracts include any of the Real Estate Tracts, this purchase includes the land included with the Purchased Tracts, as identified and approximately depicted in Exhibit A, together with all buildings, improvements and permanent fixtures, if any, presently existing on said land (“**Real Estate**”); *provided, however*, notwithstanding the foregoing definition, this purchase does not include (and the term “**Real Estate**” shall not be construed as including) any property or property interest that is specifically excluded (and/or specified as not being included) according to the express terms of this Agreement.
3. **Movables.** If the Purchased Tracts include any of the Movable Tracts, this purchase includes the particular property included with the purchased Movable Tracts, as described in Exhibit A (“**Movables**”). If this purchase includes Movables combined with one or more of the Real Estate Tracts, Buyer shall acquire the Movables upon completion of the Closing in accordance with Section 6 below. If this purchase includes Movables without any of the Real Estate Tracts, Buyer shall acquire the Movables in accordance with Section 7 below.
4. **Load-Out Property.** If the Purchased Tracts include Tract 25, this purchase does not include any Load-Out Property. “**Load-Out Property**” refers to the property included with any Movable Tracts *not* purchased in combination with Tract 25. “**Load-Out Deadline**” refers to May 10, 2021; *provided, however*, with respect to any Load-Out Property that is purchased in combination with one or more of the Real Estate Tracts (other than Tract 25), the term “**Load-Out Deadline**” refers to 30 days after the closing of the sale and purchase of such Load-Out Property and the real estate purchased in combination therewith.
5. **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 Tracts; *provided, however*, the Purchase Price shall be adjusted at Closing (based on surveyed acres) if applicable in accordance with the provisions of Exhibit B.
6. **If the Property Includes Real Estate.** The provisions of this Section 6 apply if and only if this purchase includes one or more of the Real Estate Tracts (with or without one or more of the Movable Tracts).
 - 6.1 **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. If this transaction fails to close then, notwithstanding any other provision, Escrow Agent is authorized to hold the Earnest Money until it receives either: (i) written disbursement instructions signed by Buyer and Receiver; (ii) a written release signed by one party authorizing disbursement to the other party; or (iii) a final court order specifying the manner in which the Earnest Money is to be disbursed. Notwithstanding any other provision, Receiver has the right to require guaranteed funds for the Earnest Money in the form of a bank or cashier’s check if the Earnest Money is delivered by or on behalf of a Buyer that consists of or includes Seba Bros. Farms, Inc. and/or Seba Bros. Partnership, LLC and/or an individual, group or entity that is affiliated with or related to Seba Bros. Farms, Inc. and/or Seba Bros. Partnership, LLC.

6.2 Payment of Purchase Price. Prior to the Closing, Buyer shall deliver Good Funds to the title company administering the Closing pursuant to Subsection 6.18 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.

6.3 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 Seller is able to convey and transfer title to the Property (in fee simple with respect to the Real Estate), free and clear of any Liens and any other material encumbrance that does not constitute a Permitted Exception; (b) that Receiver is able to deliver possession of the Property in accordance with the provisions of this Agreement; (c) that Buyer has received the Final Title Commitment in accordance with the terms of this Agreement confirming that, upon satisfaction of the requirements set forth therein, the title insurance company will issue an Owner’s Title Policy insuring fee simple title to the Real Estate in the name of Buyer for the amount of the Purchase Price, free and clear of Liens and any other material encumbrance that does not constitute a Permitted Exception; and (d) that the Closing Agent has confirmed that all requirements for issuing the Owner’s Title Policy have been or will be satisfied; *provided, however*, Buyer is responsible for satisfying (and Buyer’s obligations are not contingent upon the satisfaction of) any Buyer-Related Requirement. “**Buyer-Related Requirement**” refers to any title insurance requirement pertaining to the Buyer or the proposed insured and/or any obligation of the Buyer or proposed insured. “**Liens**” refers to, collectively, any deed of trust, collateral assignment of rents, judgment lien and/or other monetary obligation attaching as a lien against the Property other than a lien for Taxes not yet due and payable. For purposes of this Agreement, the title to the Property shall be deemed sufficient and marketable if Receiver is unable to convey and transfer the Property in conformance with the Conveyance Requirements. If Receiver is unable to convey and transfer the Property in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of said condition, but not a Receiver 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 Receiver sufficient written notice of the nonconformity to enable Receiver to cure such nonconformity and Receiver shall have the right to extend the time for Closing 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 Subsection 6.18 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.

6.4 Survey. A new survey of all or any part(s) of the Real Estate shall be obtained prior to Closing *if and only if*: (a) the conveyance of the Real Estate will involve the creation of a new parcel which cannot be conveyed using existing legal description(s) or using existing legal descriptions 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) Receiver elects to obtain a new survey for any other reason in Receiver’s sole discretion. If a new survey is obtained: (i) the survey shall be ordered by an agent of the Receiver; (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 Receiver; 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 need not show the interior tract division lines. The cost of any survey obtained in accordance with the provisions of this Agreement shall be shared equally (50:50) by Receiver and Buyer.

6.5 Preliminary Title Evidence. Preliminary title insurance schedules prepared by St. Louis Title, LLC dated February 21, 2021 and identified by reference to “File No.: 10338STL”, together with copies of the recorded documents listed as exceptions therein (collectively, “**Preliminary Title Evidence**”), have been made available for review by prospective bidders prior to the Auction (via download from the auction website) and at the Auction site prior to and during bidding. Buyer agrees to acquire the Property at Closing subject to and notwithstanding all matters referenced in the Preliminary Title Evidence (except Liens, if any). Buyer understands that the tract numbers used to identify various parcels in the Preliminary Title Evidence do not correspond to the tract numbers used in Exhibit A to identify the auction tracts for purposes of the Auction and this Agreement.

6.6 Final Title Commitment. Prior to Closing, Receiver shall furnish a commitment dated after the Auction (“**Final Title Commitment**”) for the issuance of an ALTA standard coverage owner’s title insurance policy insuring fee simple title to the Real Estate in the name of Buyer for the amount of the Purchase Price, free and clear of Liens and any other material encumbrance that does not constitute a Permitted Exception. Buyer agrees to accept the Final Title Commitment notwithstanding: (a) standard exceptions, conditions and requirements; (b) any exception, condition or requirement that Receiver 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.

6.7 Owner’s Title Policy. At Closing, Receiver shall pay for the cost of issuing an ALTA standard coverage owner’s title insurance policy in accordance with the Final Title Commitment (“**Owner’s Title Policy**”). Receiver shall not be responsible for the cost of any extended or special title insurance coverage, title insurance endorsement and/or lender’s title insurance. At or before Closing, Receiver shall reasonably cooperate with respect to the satisfaction of the requirements for issuing the Owner’s Title Policy, as set forth in the Final Title Commitment; *provided, however*, (a) Receiver 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; and (b) Buyer shall be solely responsible for (and Buyer’s obligations are not contingent upon) the satisfaction of any Buyer-Related Requirement. Receiver shall have no obligation with respect to (and Buyer’s obligations are not contingent upon) the availability or issuance of any extended or special title insurance coverage, title insurance endorsement or other title insurance product other than the Final Title Commitment for the issuance of the Owner’s Title Policy as described in this Agreement.

6.8 Permitted Exceptions. As between Buyer and Receiver, 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 Taxes not yet due and payable; (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 the exhibits incorporated herein); (j) easements, conditions, restrictions, reservations and/or other matters (except Liens) appearing of record; and (k) all matters (except Liens) referenced in the Preliminary Title Evidence.

6.9 Delivery of Title. At Closing, Receiver shall deliver a Receiver’s Deed, to be furnished at Receiver’s expense, conveying the Real Estate to Buyer subject to the Permitted Exceptions and without warranty. Any Movables included with this purchase (and not effectively conveyed by the Receiver’s Deed) shall be transferred to Buyer pursuant to a bill of sale with a disclaimer of all warranties, to be furnished by Receiver at Receiver’s expense and executed and delivered at Closing. If any additional property or right (other than the Real Estate and/or Movables) 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 Real Estate to Buyer at Closing, Buyer shall automatically acquire whatever interest Receiver may have with respect to such additional property or right (without any promise, representation or warranty as to the nature or extent of Receiver’s interest therein) and the Conveyance Requirements shall not apply to such additional property or right.

6.10 Delivery of Possession; Homes. Possession of the Property shall be delivered to Buyer effective as of the completion of the Closing, subject to the Permitted Exceptions; *provided, however*, if this purchase includes any of Tracts 4, 7, 10, 13, 15 and/or 17, Buyer agrees to acquire the Property and take possession subject to and notwithstanding any lease or other rights of any person in possession of any home on any of said tracts at the time of Closing. No warranty or representation is made as to the existence, status, or nature of any such lease or other rights. Receiver shall retain any rent collected prior to the Closing.

6.11 Pre-Closing Access. If this purchase includes tilled cropland, Buyer may elect to begin farming activities prior to Closing in accordance with and subject to the terms and conditions of Exhibit C, upon Buyer’s execution and delivery of Exhibit C, delivery of the additional earnest money (for a total of 20%) and delivery of proof of insurance.

6.12 Load-Out Property Accommodations; Tract 25. If this purchase includes Tract 25 and any Load-Out Property remains on Tract 25 at the time of Closing: (a) Buyer agrees to acquire the Property and take possession at Closing subject to and notwithstanding the presence of any Load-Out Property on Tract 25 at the time of Closing; (b) Buyer agrees to accommodate the entry upon Tract 25 by any person in connection with (and otherwise cooperate with respect to) the removal of any Load-Out Property from Tract 25; (c) at any time after the later of the Closing or the applicable Load-Out Deadline, Buyer shall have the right to enforce any right of ejectment and/or other lawful remedy with respect to any remaining Load-Out Property vis-a-vis the owner(s) thereof; (d) Buyer waives and releases any claim

against Receiver for any injury to or death of any person and/or any damage to or loss of property directly or indirectly arising out of or resulting from or in any way connected with the disassembly, loading, removal and/or transportation of the Load-Out Property from Tract 25; and (e) Receiver shall have no obligation to Buyer with respect to any Load-Out Property and shall not be responsible for enforcing the obligation of a third-party to remove any Load-Out Property.

6.13 Load-Out Property Accommodations; Tract 20. If this purchase includes Tract 20 but does not include all of the Movable Tracts, Buyer agrees to accommodate the use of the driveway on Tract 20 for the purpose of removing and transporting any Load-Out Property from Tract 25 and Buyer waives and releases any claim against Receiver for any injury to or death of any person and/or any damage to or loss of property directly or indirectly arising out of or resulting from or in any way connected with any such use.

6.14 Minerals. The Real Estate acquired by Buyer pursuant to this Agreement will include any interest with respect to Minerals that has not been severed from the surface estate. “**Minerals**” refers to oil, gas and 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. Receiver has not obtained and has no obligation to provide any title evidence or title insurance with respect to Minerals. No promise, representation or warranty is or will be made as to the existence of any Minerals or the nature or extent of Receiver’s interest therein. This purchase does not include (and the terms “Real Estate” and “Property” shall not be construed as including) any interest in Minerals that has been severed from the surface estate.

6.15 Irrigation Agreement; Excluded Irrigation Systems; Tracts 3, 25 & 26. If this purchase includes any of Tracts 3, 25 and/or 26, Buyer acknowledges and agrees that: (a) Buyer shall acquire the Property subject to and notwithstanding the provisions, covenants and grant of easements set forth in an Irrigation Agreement between the City of Cleveland and Seba Bros. Farms, Inc. dated August 6, 2013 and recorded on August 9, 2013 as Document No. 529217 (“**Irrigation Agreement**”); (b) in accordance with the Irrigation Agreement, and notwithstanding any prior statement, this purchase does not include (and the terms “Property” and “Real Estate” shall not be construed as including) the irrigation system(s) on Tract 3 and/or Tract 25; (c) all rights and obligations of the Owner under the Irrigation Agreement shall be assigned to and assumed by Buyer effective automatically upon completion of the Closing, without the execution of a separate instrument of assignment and assumption and without any warranty or representation of any kind as to the existence, status, quality or character of any particular rights and/or obligations; *provided, however:* (i) the obligations assumed by Buyer shall not include any liability arising from any pre-Closing breach, default or non-performance of any obligation; and (ii) if this purchase includes less than all of Tracts 3, 25 and 26, the assignment and assumption shall be effective only to the extent that such rights and obligations apply to, pertain to and/or are attributable to the purchased Real Estate.

6.16 New Easement(s). If the Property will be affected by any new easement(s) to be created pursuant to the terms of Exhibit B: (a) such easement(s) shall be created at or prior to Closing by grant and/or reservation in the deed(s) and/or pursuant to a separate instrument prepared by an attorney on behalf of the Receiver; (b) Buyer and Receiver hereby agree to execute and record (and/or consent to the execution and recording of) such grant, reservation or other instrument; and (c) Receiver shall pay any survey costs and other costs associated with the creation of any such new easement to the extent such costs are not paid by the beneficiary of the new easement.

6.17 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 Receiver 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 Receiver is able to convey and transfer the Property in conformance with the Conveyance Requirements).

6.18 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 May 14, 2021 or as soon as possible after said date upon completion of the survey (if applicable), the Final Title Commitment and the Receiver’s closing documents; *provided, however:* if for any reason the Closing does not occur on or before May 14, 2021 then, subject only to the satisfaction of the conditions described in Subsection 6.17 above, Buyer shall be obligated to close on a date specified in a written notice from Receiver or Receiver’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 **St. Louis Title, LLC, 7701 Forsyth Blvd., Suite 200, Clayton, MO 63105 (Tel: 314-480-4575)**. If it is necessary or appropriate to allocate the

Purchase Price between real estate and personal property in order to properly document and/or administer the Closing, all parties agree to use an allocation provided by Receiver for this purpose.

6.19 Receiver's Expenses. The following items shall be charged to Receiver and paid out of the sale proceeds that would otherwise be delivered to Receiver 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 standard coverage owner's title insurance; (d) the cost of preparing Receiver's transfer documents, including the deed and any applicable bill of sale; (e) any sums due Auction Company in connection with this transaction; (f) any expense stipulated to be paid by Receiver 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.

6.20 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 Receiver in this Agreement; and (g) any other expense that is not allocated to Receiver according to the terms of this Agreement.

6.21 Property Taxes and Assessments. "Taxes" refers to property taxes and special assessments, if any, which have been or will be assessed against the existing tax parcel(s) that include any part of the Property. Unpaid Taxes assessed for and attributed to the calendar year 2020 and any earlier period together with any related delinquency penalties shall be paid by Receiver out of Receiver's proceeds at Closing and delivered by the Closing Agent directly to the appropriate tax collection office. Buyer shall pay the Taxes for the entire calendar year 2021, to the extent attributed to the Property, when due after Closing. If this sale involves a tax parcel split and if the billing of any Taxes after Closing includes portions attributed to any other property not included with this purchase: (a) Buyer shall cooperate with the owner(s) of such other property to facilitate timely payment of any balance due; and (b) Buyer shall pay the portion attributed to the Property 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).

6.22 Risk of Loss. The Property shall be conveyed and transferred at Closing in substantially its present condition and Receiver 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 Receiver's election) prior to Closing; and (c) loss covered by Receiver's insurance if Receiver agrees to assign to Buyer all insurance proceeds covering such loss.

6.23 Remedies; Buyer Default. In the event of any nonpayment or ineffective payment of the Earnest Money in accordance with the provisions of this Agreement and/or the failure of this transaction to close due to any nonperformance, breach and/or default with respect to an obligation of Buyer under this Agreement ("**Buyer Default**"), the following provisions shall apply:

(a) Receiver shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Purchase Price. Upon Receiver'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 Receiver'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, Receiver may recover and Buyer agrees to pay actual damages (plus expenses and attorney fees).

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

(c) Without limiting the foregoing provisions, Receiver'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 Receiver'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 Receiver to Buyer.

(but not earlier than the effective date of the notice). At any time after the effective date of such termination, Receiver shall have the absolute and unconditional right to sell the Property free and clear of any right or claim of Buyer whatsoever.

6.24 Remedies; Receiver Default. Failure of this transaction to close due to nonperformance, breach and/or default with respect to an obligation of the Receiver constitutes a “**Receiver Default**”; *provided, however*, if Receiver is unable to convey the Property in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Subsection 6.3 above, and not a Receiver Default. In the event of a Receiver 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 Receiver’s obligations. Buyer’s remedies are limited to those described in this Section. Receiver shall not be liable for damages of any kind.

7. If the Property Does Not Include Real Estate. The provisions of this Section 7 apply if and only if this purchase includes one or more of the Movable Tracts *without any of the Real Estate Tracts*.

7.1 Payment of Purchase Price. 100% of the Purchase Price is due immediately upon Receiver’s acceptance of Buyer’s bid, as evidenced by the execution of Receiver’s acceptance on the Signature Page, and shall be delivered to Auction Company on behalf of Receiver.

7.2 Title and Possession. Buyer assumes all risk of loss with respect to the Property (and is responsible for insuring against such loss) effective immediately upon Receiver’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**”), Receiver may elect to terminate Buyer’s right to acquire the Property under this Agreement (without prejudice to Receiver’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 Receiver to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Receiver shall have the absolute and unconditional right to sell the Property free and clear of any right or claim of Buyer whatsoever.

8. Buyer’s Load-Out Property. If this purchase includes one or more of the Movable Tracts but does not include Tract 25, the provisions of this Section 8 shall apply with respect to all Load-Out Property included with this purchase (“**Buyer’s Load-Out Property**”).

8.1 Load-Out Activities. Buyer is responsible for performing and/or hiring the performance of all Load-Out Activities as are necessary to complete the removal of Buyer’s Load-Out Property from Tract 25 on or before the applicable Load-Out Deadline and otherwise in accordance with the provisions of this Agreement, but not before making full and effectual payment of the entire Purchase Price. All work and/or activities performed in connection with the disassembly, loading, removal and/or transportation of Buyer’s Load-Out Property from Tract 25 (“**Load-Out Activities**”) shall be performed and completed at Buyer’s sole risk and expense and 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 25 and/or Tract 20. Unless Buyer has purchased and acquired Tract 20, Buyer may use the driveway on Tract 20 solely for ingress and egress in connection with transporting and removing Buyer’s Load-Out Property and Buyer shall not park or leave any vehicles or equipment on any part of Tract 20.

8.2 Failure to Remove Load-Out Property. If Buyer fails to remove Buyer’s Load-Out Property from Tract 25 in accordance with the provisions of this Agreement, Buyer’s obligations under this Agreement will be in default and Receiver shall have the right to enforce any one or more of the following rights and remedies: (a) Receiver may (but need not) elect to move any or all of Buyer’s 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 Buyer’s Load-Out Property from Tract 25; (b) Receiver may (but need not) elect to store, insure and/or otherwise preserve any of Buyer’s Load-Out Property at Buyer’s risk and expense; (c) Receiver may (but need not) incur costs in connection with the exercise of any right or remedy described in this Subsection; and (d) Receiver 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 Receiver and/or Receiver’s successors in title with respect to Tract 25 and/or Tract 20.

8.3 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, Receiver or any other person or entity) directly or indirectly arising out of or resulting from or in any way connected with: (a) the Load-Out Activities; (b) Buyer’s entry upon Tract 25 and/or Tract 20 in connection with the Load-Out Activities or otherwise; (c) the entry upon Tract 25 and/or Tract 20 by

any other person in connection with the Load-Out Activities and/or otherwise as the employee or agent of Buyer and/or at the express, implied, actual or ostensive direction of Buyer; and/or (d) any breach of or default with respect to any obligation of Buyer under this Agreement with respect to Buyer's Load-Out Property (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 Receiver, any successor in title with respect to Tract 25 and/or Tract 20, 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.

8.4 Security Interest. Buyer grants to Receiver a security interest with respect to Buyer's Load-Out Property to secure: (a) payment of the Purchase Price in the event that any Payment Defect occurs and/or continues after Buyer acquires rights in Buyer's Load-Out Property; (b) payment and/or performance of any and all other obligations of Buyer under this Agreement; and (c) payment of any costs, expenses and attorney's fees incurred in connection with the exercise of any right or remedy of Receiver under this Agreement and/or the enforcement of any obligation of Buyer under this Agreement. Receiver may assign its security interest to Receiver's successors in title with respect to Tract 25 and/or Tract 20. Receiver and/or its assignee is authorized to file a financing statement reflecting the security interest described above.

9. Remedies; General. 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 RECEIVER 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 PURCHASE OF THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

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

10.1 Any description of the Property is for general identification purposes and does not constitute a warranty of any kind. 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 and verifying the type, character, quality and condition of the Property prior to bidding. Buyer acknowledges (and represents to Receiver) 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 Receiver has not agreed to perform any work on or about the Property, before or after Closing, as a condition of this Agreement. Receiver 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. **THE PROPERTY IS SOLD "AS IS", WITHOUT ANY WARRANTY OF ANY KIND AS ITS CHARACTER, CONDITION OR SUITABILITY. RECEIVER DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. RECEIVER, AUCTION COMPANY AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES.**

10.2 Without limiting the foregoing provisions, Receiver, Auction Company and their respective agents and representatives disclaim any promise, representation or warranty as to: (a) acreages; (b) zoning matters; (c) environmental matters; (d) the availability or location of any utilities; (e) 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); (f) whether or not the Property is qualified or suitable for any particular use or purpose; and/or (g) 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.

11. 1031 Exchange. Receiver shall reasonably cooperate if Buyer intends to structure the acquisition of all or part of the Property as part of an exchange under §1031 of the Internal Revenue Code ("**Exchange**"). The rights of Buyer may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but Buyer shall not be released from any obligation under this Agreement. Receiver 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 Buyer's Exchange.

12. 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 (regardless of the date of receipt). 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 Receiver: TB Realty & Development, Inc., ATTN: Robert A. Bosworth, 1380 White Rd. Chesterfield, MO 63017

With PDF copies via email to: Tonyb@tbr-d.com; jtorbitzky@bmlplaw.com; blemoine@atllp.com; and RD@schraderauction.com

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

13. **Agency; Sales Fee.** Auction Company and its agents and representatives are acting solely on behalf of, and exclusively as agents for, the Receiver. The commission due Auction Company shall be paid by Receiver pursuant to a separate agreement. Buyer shall indemnify and hold harmless Receiver 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.

14. **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.

15. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective 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 Receiver 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.

16. **Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement to Purchase 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. This Agreement to Purchase and all exhibits incorporated herein 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.

17. **Offer and Acceptance; Acceptance Deadline.** Buyer's high bid constitutes an offer to purchase the Property in accordance with the terms of this Agreement which, if accepted by Receiver, as evidenced by Receiver's execution and delivery of the Signature Page, shall constitute the binding agreement of the parties. This offer shall be deemed automatically withdrawn (and any Earnest Money shall be returned to Buyer) if this offer is not accepted by Receiver on or before 11:59 p.m. (C.S.T.) on **March 30, 2021**. Delivery of the Signature Page with Receiver's signature(s) (including delivery via electronic transmission as described above) to Buyer and/or an agent or representative of Buyer within the time specified in this Section shall be sufficient to show acceptance by Receiver.

[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 Tracts:

Tract(s) _____,
as identified, depicted and/or described by reference to the same tract number(s) in **Exhibit A**,
being one or more of the 26 tracts located in Cass County, Missouri and put up for bids at the
Auction conducted on this date, and being the Purchased Tracts for purpose of this Agreement.

Purchase Price: \$ _____

Check if applicable: [] The undersigned Buyer IS an individual, group or entity that includes or is affiliated with or related to one or both of Seba Bros. Farms, Inc. and/or Seba Bros. Partnership, LLC.

Unless otherwise indicated (by checking the box above), the undersigned Buyer represents and warrants that Buyer is NOT an individual, group or entity that includes or is affiliated with or related to one or both of Seba Bros. Farms, Inc. and/or Seba Bros. Partnership, LLC.

SIGNATURE OF BUYER: This Agreement is executed and delivered on March 30, 2021 by the undersigned, as 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)

(Buyer's Lender, if any)

ACCEPTED BY RECEIVER on March 30, 2021:

Solely in its capacity as general receiver:

TB Realty & Development, Inc.,

Robert A. Bosworth, President

ACKNOWLEDGMENT OF RECEIPT:

Auction Company acknowledges receipt of \$ _____ delivered on _____ / _____ / 2021
by or on behalf of Buyer as the ***Earnest Money*** (if this purchase includes one or more of the Real Estate Tracts)
or the ***entire Purchase Price*** (if this purchase does ***not*** include any of the Real Estate Tracts).

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC., by:

Sign: _____ Print: _____

EXHIBIT A

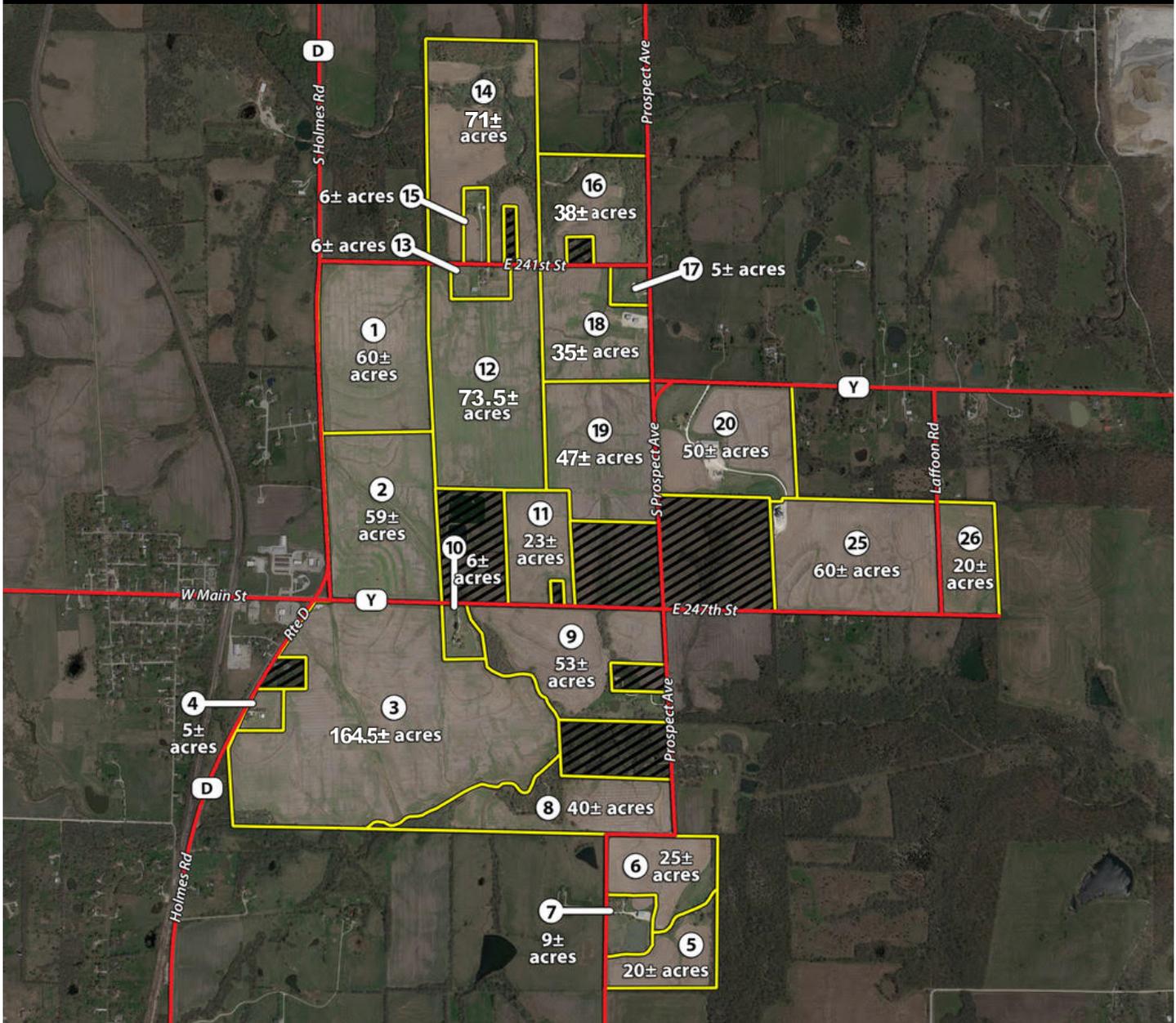
Revised Auction Tract Map

Buyer(s): _____

Receiver: _____

Auction Date: 3/30/2021

Pt. E2 & pt. SW4 Sec. 28-T45N-R33W, pt. Sec. 33-T45N-R33W, pt. N2 Sec. 34-T45N-R33W & pt. NW4 Sec. 4-T44N-R33W in Cass County, Missouri, as approximately depicted below.



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.

Moveable Tracts:

Tracts 21 & 22: Tracts 21 and 22 consist of the two large grain bins currently located on Tract 25. For purposes of the auction, the north bin is Tract 21 and the south bin is Tract 22.

Tract 23: Grain elevator leg, four drop pipes, two load-out hopper bins and super structure currently located on Tract 25.

Tract 24: Fairbanks weight scale with 8'x10' (±) office currently located on Tract 25.

Buyer(s): _____

Receiver: _____

EXHIBIT B

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.
Auction Marketing Specialists Nationwide

For auction conducted on: March 30, 2021

On behalf of: General Receiver of Seba Bros. Farms, Inc. ("Receiver")

Sale Manager: Rex D. Schrader II

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 terms of sale are contained in the Agreement to Purchase, Exhibit A (including the revised auction tract map and descriptions of Tracts 21 - 24), this Exhibit B and, if applicable, Exhibit C (the Pre-Closing Access Addendum), all of which have been posted to the auction website and are included in each Bidder's Packet.
3. As an update to the marketing materials, Exhibit A reflects changes to the northeast boundary of Tract 7, the east boundary of Tract 13 and the southeast boundary of Tract 20 (and the corresponding changes to Tracts 6, 12 and 25).
4. 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 the auction.
5. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
6. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.
7. The Receiver 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 Receiver's acceptance or rejection.

PART B - ANY PURCHASE THAT INCLUDES REAL ESTATE:

8. An earnest money deposit is due at the close of auction in the amount of 10% of the purchase price (or 20% if you intend to begin farming activities prior to closing). A cashier's check or a personal or corporate check immediately negotiable is satisfactory for the earnest money (except as otherwise provided in § 6.1 of the Agreement to Purchase with respect to certain parties to the pending receivership case).
9. The balance of the purchase price is due in cash at closing. The closing will be scheduled in accordance with § 6.18 of the Agreement to Purchase. The targeted closing period is on or before May 14, 2021.

10. Closing costs and sale expenses will be allocated and paid in accordance with § 6.19 and § 6.20 of the Agreement to Purchase.
11. The Receiver will pay any unpaid property taxes, assessments and/or penalties for the calendar year 2020 and any earlier period. Buyer will pay the taxes and assessments for the entire calendar year 2021.
12. The Receiver will furnish the deed and owner's title insurance at the Receiver's expense in accordance with the terms of the Agreement to Purchase.
13. Buyer agrees to acquire the purchased tracts subject to all easements and all other "Permitted Exceptions" as defined in § 6.8 of the Agreement to Purchase. The title insurance is to be issued free and clear of any deeds of trust, judgments or other liens (other than a lien for property taxes not yet payable).
14. Preliminary title insurance schedules dated February 21, 2021 prepared by St. Louis Title, LLC have been posted to the auction website, along with copies of recorded documents listed as exceptions. Printed copies are available to review in the auction display area.
15. Possession shall be delivered at closing except as otherwise provided in § 6.10 of the Agreement to Purchase with respect to any lease or other rights of any person in possession of a home on Tract 4, 7, 10, 13, 15 or 17 at the time of closing.
16. For any purchase that includes cropland, immediate access is available for crop farming activities prior to closing in accordance with the terms of the Pre-Closing Access Addendum included in each Bidder's Packet as Exhibit C. In order to obtain Pre-Closing Access, Buyer must sign and deliver Exhibit C, deliver additional earnest money (for a total of 20%) and provide proof of insurance.
17. If you bid on Tract 25 and your bid does not include all of Tracts 21 - 24, you agree to the provisions of § 6.12 of the Agreement to Purchase in the event any Load-Out Property remains on Tract 25 at the time of the Tract 25 closing. "Load-Out Property" refers to the property included with any of Tracts 21 - 24 that is not purchased in combination with Tract 25.
18. If you bid on Tract 20 and your bid does not include all of Tracts 21 - 24, you agree to the provisions of § 6.13 of the Agreement to Purchase regarding the use of the driveway on Tract 20 to transport and remove any Load-Out Property that remains on Tract 25 at the time of the Tract 20 closing.
19. If you purchase any Load-Out Property in combination with any real estate other than Tract 25, you will acquire title to your Load-Out Property at the time of your real estate closing and you must remove your Load-Out Property from Tract 25 within 30 days thereafter in accordance with § 8 of the Agreement to Purchase.
20. A new survey will be obtained if necessary to record the conveyance or if otherwise deemed appropriate by the Receiver. In any event, a new survey shall be obtained ***if and only if*** obtained in accordance with § 6.4 of the Agreement to Purchase. The cost of any such survey shall be shared equally (50:50) by the Receiver and Buyer.
21. According to the surveyor, the total surveying cost would be approximately \$56,000 if every real estate tract were to be sold individually as a separate tract.
22. If a new survey is obtained in accordance with § 6.4 of the Agreement to Purchase, the purchase price shall be adjusted proportionately to reflect the difference, if any, between

the acre estimate shown in Exhibit A and the gross acres shown in the survey; provided, however, no adjustment will be made for any purchase that consists of or includes any of Tracts 4, 7, 10, 13, 15, 17, 20, 21, 22, 23 and/or 24.

23. As shown in Exhibit A, the acre estimates have been revised for purposes of the auction as follows:

ACRE ESTIMATES (±)	Tr. 3	Tr. 6	Tr. 7	Tr. 12	Tr. 13	Tr. 14	Tr. 16	Tr. 18	Tr. 19	All Real Estate
Advertised / Brochure (±)	165	26	8	75	5	72	37	36	48	879
Revised / Exhibit A (±)	164.5	25	9	73.5	6	71	38	35	47	876

24. The acres shown in Exhibit A have been estimated based on the approximate acres shown in the property tax records and an approximate, provisional allocation between the potential new tracts. No warranty or authoritative representation is made as to the number of gross, tillable or wooded 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. The final surveyed boundaries of Tracts 4, 7, 10, 13, 15 and/or 17 (and adjoining tracts) may reflect adjustments due to the locations of the septic systems in accordance with county requirements.
27. If Tracts 25 and 26 are not purchased together, Tract 26 must be at least 20 acres according to the requirements of the local planning authorities. If the area East of Laffoon Rd. is less than 20 acres, Tract 26 will include a small area taken from the Southeast corner of Tract 25.
28. 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 Receiver'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, the Receiver may elect instead to enforce the purchase contract according to its terms.
29. Advertised square footages and dimensions are approximate and have been estimated based on property tax records (except that the shed on Tract 17 is 60' x 44' according to property tax records). No warranty or authoritative representation is made as to the size or dimensions of any improvements.
30. Please note the following updates to the marketing materials:
- Tracts 3 & 25:** The Zimmatic irrigation systems are owned by the City of Cleveland. The 7-tower pivot is on Tract 3. The 5-tower pivot is on Tract 25.
- Tract 10:** The home has 3 bedrooms and 1 ½ bathrooms.
- Tract 13:** There is only one outbuilding. The home has 1 bedroom and 2 bathrooms.
- Tract 17:** The home has a bedroom loft in addition to the 2 bedrooms.
31. **Tract 3:** Reportedly, the northwest part of Tract 3 was formerly used as a gas station.

32. **Tracts 3, 25 & 26:** Tracts 3, 25 and 26 are subject to an Irrigation Agreement pertaining to the City of Cleveland's wastewater treatment system (located west of Tract 11) and the irrigation systems located on Tracts 3 and 25. The Irrigation Agreement has been posted to the auction website and printed copies are available to review in the auction display area. According to this Agreement: (a) the irrigation systems are owned and maintained by the City; and (b) the landowner is required to operate and manage the irrigation systems and utilize accumulated wastewater from the City's treatment facility for agricultural irrigation purposes (but without exceeding the permissible point of withdrawal). The Irrigation Agreement runs with the land and is binding on the parties' successors and assigns. The rights and obligations of the landowner under the Irrigation Agreement will be assigned to and assumed by the Buyer(s) of Tracts 2, 25 and 26 in accordance with § 6.15 of the Agreement to Purchase. The current 5-year extension term ends on August 5, 2023. The agreement will expire if the landowner gives notice of intent not to renew at least 90 days before the end of any 5-year extension term. Otherwise, it will expire on August 5, 2038.
33. **Tracts 3, 25 & 26:** The Irrigation Agreement grants an easement for irrigation supply pipelines on and through certain described lands comprising the southwest part of Tract 3, the west and southeast part of Tract 25 and all of Tract 26.
34. **Tracts 3, 9, 10 & 11:** The Buyer(s) of Tracts 3, 9, 10 and 11 agree to acquire the purchased tracts subject to any existing rights with respect to the irrigation supply pipelines running through the north and/or east parts of Tract 3 and any irrigation supply pipelines that may run through any parts of Tracts 9, 10 and/or 11 between the City's wastewater treatment facility and the irrigation systems on Tracts 3 and 25. The Receiver reserves the right, if deemed appropriate in the Receiver's sole discretion, to grant or reserve new easements with respect to any such irrigation supply pipelines in accordance with § 6.16 of the Agreement to Purchase.
35. **Tract 7:** Tract 7 is subject to (and will be purchased and acquired notwithstanding) the life estate of Carol Seba.
36. **Tract 8:** The Receiver reserves the right to create a new ingress and egress easement along the south part of Tract 8 to provide access between the adjoining parcel to the south of the west part of Tract 8 and the public road along the southeast part of Tract 8. Any such easement will be created prior to or in connection with the Tract 8 closing in accordance with § 6.16 of the Agreement to Purchase and will include the right to install, maintain and replace culverts and other improvements for vehicular access within the easement corridor. The easement corridor boundaries will be designed to provide reasonable access for the benefited property, as determined by the surveyor and the Receiver.
37. **Tract 9:** The home on Prospect Ave. adjacent to Tract 9 is served by a driveway and septic system located partly on Tract 9. The Receiver reserves the right to grant a new easement on Tract 9 (in accordance with § 6.16 of the Agreement to Purchase) for the benefit of the adjoining parcel with respect to the driveway and septic system. In any event, the Buyer of Tract 9 agrees to acquire the property subject to any existing rights (and subject to the new easement, if any) with respect to the driveway and septic system.

PART C - TRACTS 21, 22, 23 &/or 24:

38. Tracts 21 and 22 consist of the two large grain bins located on Tract 25. For purposes of the auction, the north bin is Tract 21 and the south bin is Tract 22.

39. Advertised bin sizes and capacities are approximate. No warranty or authoritative representation is made as to the size or capacity of any grain bin. Without limiting the foregoing disclaimer, please note the following updates to the marketing materials:

Tracts 21 & 22: The two large bins are approximately 48' x 44' with an approximate capacity of 73,000 bushels. Reportedly, the Tract 21 bin was built approximately 20 years ago and the Tract 22 bin was built approximately 10 to 12 years ago.

Tract 23: The grain elevator leg is 125'. The overhead bins are approximately 5,200 bushel each and appear to be 8-ring bins.

40. The following provisions apply to any purchase of Tracts 21, 22, 23 and/or 24 **if purchased apart from any of the real estate tracts:**
- a. 100% of the purchase price is due immediately upon acceptance of the bid.
 - b. Buyer assumes all risk of loss and damage to the purchased property effective immediately upon the Receiver's acceptance of Buyer's bid.
 - c. Buyer shall remove and transport the purchased property from Tract 25 on or before **May 10, 2021** in accordance with § 8 of the Agreement to Purchase.

PART D - GENERAL TERMS:

41. Information booklets have been posted to the auction website and printed copies are available to review in the auction display area. These booklets include information obtained or derived from third-party sources, including soil maps, topography maps, wetlands maps, Irrigation Agreement with City of Cleveland and related information, property tax parcel maps and data, FSA information and preliminary title insurance schedules. Also, letters from the Public Water Supply District No. 7 dated March 9, 2021 and March 11, 2021 have been posted to the auction website and are available to review in the auction display area. All 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 and Receiver disclaim any warranty or liability for the information provided.
42. Your bids are to be based solely upon your inspection. All property is sold "AS IS" without any warranty. Without limiting any other provisions, the terms of sale include important disclaimers set forth in § 10 of the Agreement to Purchase.
43. 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, this Exhibit B and, if applicable, Exhibit C. The terms of these documents are non-negotiable.
44. 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.
45. Schrader Real Estate and Auction Company, Inc. and its agents and representatives are exclusively the agents of the Receiver.

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.**

EXHIBIT C
PRE-CLOSING ACCESS ADDENDUM

(Applies only if the Purchased Tracts include tilled cropland and Buyer elects to have pre-closing access.)

This Addendum is executed in connection with an Agreement to Purchase, including all exhibits and/or addenda incorporated therein (collectively the "Purchase Agreement") pursuant to which the undersigned Buyer(s) (hereinafter "Buyer", whether one or more) has/have agreed to purchase from the undersigned TB Realty & Development, Inc., solely in its capacity as court-appointed receiver ("Receiver"), the real estate identified in the Purchase Agreement (the "Property"), being one or more of the tracts located in Cass County, Missouri and put up for bids at the public auction conducted on March 30, 2021.

1. **Grant of License.** Upon execution of the Purchase Agreement and this Addendum and prior to Buyer's acquisition of title pursuant to the Purchase Agreement at closing (the "Closing"), Buyer shall have a license to enter upon the Property (excluding any building) for the sole and limited purpose of conducting Authorized Activities on that part of the Property now comprised of tilled cropland (within existing field lines), subject to the terms and conditions of this Addendum. This Addendum grants only a limited, temporary license under the terms and conditions stated herein. Nothing herein shall be construed to create or convey (and Buyer hereby disclaims) any leasehold interest, right of exclusive possession, or other legal or equitable interest in the Property by virtue of this Addendum.
2. **Authorized Activities.** As used herein, the term "Authorized Activities" refers to soil testing, fertilizer application, tillage and/or other normal crop farming activities in connection with preparing for and/or planting the Spring 2021 crop and/or maintaining the growing wheat crop (if applicable), all within existing field lines, whether conducted by Buyer or Buyer's employee(s), independent contractor(s), agent(s), guest(s) and/or invitee(s). Authorized Activities shall be conducted in compliance with all applicable laws, taking all reasonable measures to prevent injury to person or damage to property. Until the Closing, Buyer shall not: (a) conduct or permit any activities on the Property other than the Authorized Activities; or (b) make any alteration of, change to or improvement on the Property other than alterations and/or changes that are clearly contemplated by the description (and clearly entailed by the performance) of Authorized Activities, as expressly defined above. Buyer assumes responsibility for all expenses incurred in connection with the Authorized Activities.
3. **Additional Earnest Money.** Buyer shall not conduct any Authorized Activities prior to Closing unless and until Buyer has delivered as additional earnest money a sum equal to 10% of the purchase price due under the Purchase Agreement (the "Additional Earnest Money"), in addition to the earnest money otherwise required under the Purchase Agreement. The Additional Earnest Money shall be delivered to the same escrow agent holding the earnest money otherwise delivered pursuant to the Purchase Agreement, to be held and disbursed pursuant to the same terms and conditions that apply to the earnest money under the terms of the Purchase Agreement.
4. **Indemnification.** As a material part of the consideration for the license granted herein, Buyer hereby: (a) assumes all risk of Loss (as defined below); (b) waives and releases any claim against Receiver for any Loss; and (c) agrees to defend, protect, indemnify and hold harmless Receiver from and against (and to the extent paid by Receiver, Buyer agrees to reimburse Receiver for) any Loss and any and all liabilities, suits, actions, judgments, costs and expenses (including attorneys' fees and expenses) incurred by Receiver in connection with any Loss. "Loss" means any injury to or death of any person and/or any damage to or loss of property (whether sustained by Buyer, Receiver, or any other person or entity, and whether due to the fault of Buyer or others) directly or indirectly arising out of or resulting from or in any way connected with: (i) the Authorized Activities; (ii) the entry upon the Property by Buyer; (iii) the entry upon the Property by any other person in connection with the Authorized Activities and/or with the express, implied, actual or ostensive permission of Buyer; and/or (iv) any breach of or default with respect to any obligation of Buyer under this Addendum. Buyer's obligation under this paragraph shall survive notwithstanding: (A) Buyer's acquisition of the Property at a Closing; (B) the failure of Buyer to acquire the Property for any reason; and/or (C) the termination of the Purchase Agreement and/or this Addendum for any reason. If Buyer consists of more than one individual and/or entity, Buyer's obligations under this paragraph shall be joint and several as between each such individual and/or entity.
5. **Insurance.** Buyer shall have and maintain general liability insurance coverage of not less than \$1,000,000 insuring against claims for bodily injury, death and/or property damage occurring in connection with Buyer's activities at the Property. Buyer shall provide Receiver with proof of such insurance prior to conducting any Authorized Activities and shall maintain such insurance until the Closing.
6. **Buyer's Failure to Acquire Property.** If for any reason Buyer fails to acquire the Property pursuant to the Purchase Agreement: (a) the rights of Buyer under this Addendum shall terminate immediately and automatically as of the earliest time that Receiver is no longer obligated to sell the Property pursuant to the terms of the Purchase Agreement; and (b) Buyer shall not be entitled to any reimbursement for Buyer's time, expenses and/or inputs in connection with any Authorized Activities.
7. **Additional Limitations and Conditions.** This Addendum shall not be recorded. The rights granted to Buyer in this Addendum may not be assigned, sold, transferred, leased, pledged or mortgaged by Buyer. Until Closing, Receiver reserves all rights and privileges that are not inconsistent with the limited rights specifically granted to Buyer in this Addendum.
8. **Prospective Tenants; Third Parties.** Buyer may permit a prospective tenant or other third party to conduct Authorized Activities on behalf of Buyer prior to Closing. However, Buyer has no right to lease the Property prior to Closing. Buyer shall notify any such prospective tenant or third party of the provisions of this Addendum, including the provisions that apply in the event Buyer fails to acquire the Property pursuant to the Purchase Agreement, and Buyer shall indemnify and hold harmless Receiver and Receiver's agents from and against all claims of any such prospective tenant or third party.

BUYER: Printed Name(s): _____

Signature(s): _____ Date: _____

RECEIVER: TB REALTY & DEVELOPMENT, INC.

By: _____ (Robert A. Bosworth) Date: _____