

AGREEMENT TO PURCHASE

Date: March 29, 2021

I/We the undersigned Buyer(s) ("Buyer") offer to purchase Tract(s) _____, being approx. _____ (±) ac. of land in Jasper County, Indiana, as identified by reference to the same tract number(s) in the attached Exhibit A, together with the improvements and permanent fixtures, if any, presently existing on said land (the "Property"), and being one or more of the tracts 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 TD Farm Investments, LLC, MYSUE LLC, Legacy Family Holdings, LLC, Fair Valley, LLC, RB Farm Investments, LLC, GD Farm Investments, LLC and RD Farm Investments, LLC (collectively, "Seller"). This offer incorporates the terms and conditions set forth herein, the Auction Tract Map attached as Exhibit A, the auction announcements attached as Addendum A and (if applicable) the Pre-Closing Access Addendum 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. "Seller's Taxes" refers to: (a) real estate taxes assessed against any tax parcel that includes any part of the Property for the calendar year 2020 (due in 2021), and all prior years; and (b) any drainage or other special assessments attributed to any such tax parcel and last payable without a penalty on or before the closing date. Any unpaid Seller's Taxes shall be withheld from Seller's proceeds at closing and paid directly to the county; provided, however, any portion of Seller's Taxes that is not ascertainable and payable at the time of closing shall be estimated based on 100% of the amount last billed for a calendar year and the amount thus estimated (to the extent attributed to the Property, as adjusted for any tax parcel split) shall be paid via credit against the sums due from Buyer at closing, with no further settlement or adjustment after closing. Buyer shall then pay all real estate taxes and assessments due after closing to the extent attributed to the Property.
4. SURVEY. A new survey shall be obtained if and only if obtained in accordance with the provisions of Addendum A.
5. DEED; TITLE INSURANCE. The Property shall be conveyed by Warranty Deed (subject to the Permitted Exceptions), to be furnished at Seller's expense. Seller shall furnish a commitment, updated to a date after the Auction and prior to closing, for the issuance of a standard owner's title insurance policy in the amount of the purchase price insuring marketable title to the 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, title insurance and any survey 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, ditch 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.
7. CLOSING. Closing shall be held on or before April 29, 2021 (or as soon as possible after said date upon completion of the survey, if applicable, the Final Title Commitment and Seller's closing documents). The closing shall be held at the office of Land Title Agency, 209 W. Washington St., Rensselaer, IN (T: 219-866-8013), 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. RISK OF LOSS. The Property shall be conveyed at closing in substantially its present condition, normal wear and tear excepted. Seller assumes the risk of loss and damage until closing. Seller's insurance may be canceled as of the closing date.
9. POSSESSION. Possession shall be delivered in accordance with Addendum A. Seller shall pay for all utilities until possession is delivered.
10. INCLUDED / EXCLUDED ITEMS. Notwithstanding any other provision, the "Property" includes or excludes any item that is specifically included or excluded according to Addendum A. Propane tanks are excluded unless otherwise provided.
11. THE PROPERTY IS SOLD "AS IS", WITHOUT ANY WARRANTY OF ANY KIND AS TO THE CHARACTER OR CONDITION OF THE PROPERTY OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE.
12. 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.
13. 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.
14. GENERAL PROVISIONS. Auction Company and its affiliated agents represent only Seller, not Buyer. 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.
15. 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 March 29, 2021.

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 _____, 2021

ACCEPTED BY SELLER on this 29th day of March, 2021:

TD FARM INVESTMENTS, LLC, by:

GD FARM INVESTMENTS, LLC, by:

MYSUE LLC, LEGACY FAMILY HOLDINGS, LLC, FAIR VALLEY, LLC, RB FARM INVESTMENTS, LLC AND RD FARM INVESTMENTS, LLC, by:

Timothy C. den Dulk

Gilbert A. den Dulk

Gilbert A. den Dulk or Timothy C. den Dulk (POA's dtd 3/22/2021 & 3/23/2021)

EXHIBIT A

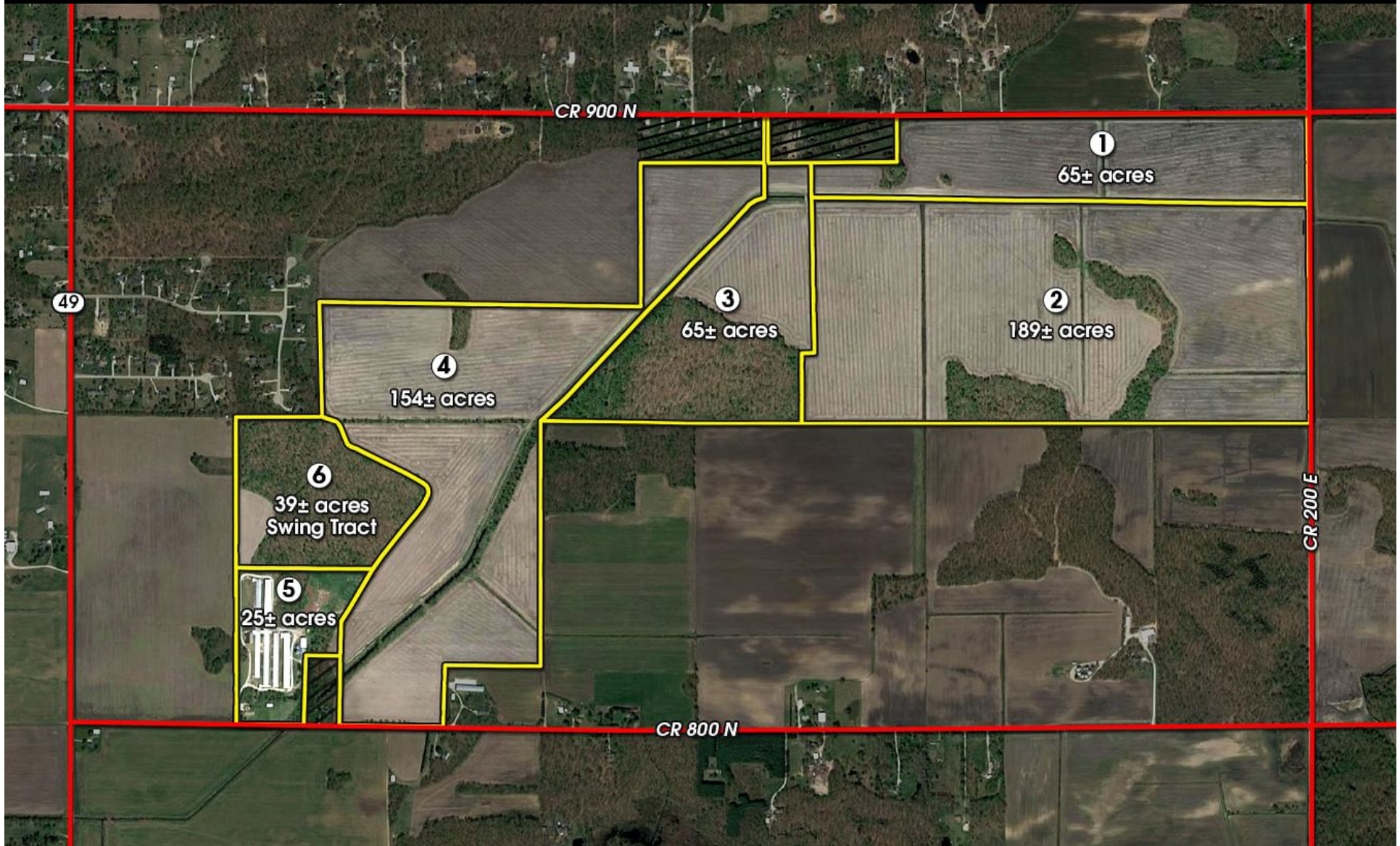
Auction Tract Map

Buyer(s): _____

Sellers: _____

Auction Date: 3/29/2021

Pt. N2 Sec. 17-T31N-R5W & pt. Sec. 18-T31N-R5W (Walker Twp.) in Jasper County, State of Indiana



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

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

Buyer(s): _____

Sellers: _____

ADDENDUM A

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

Auction Marketing Specialists Nationwide

Auction Date: March 29, 2021

Owners: TD Farm Investments LLC; MYSUE LLC; Legacy Family Holdings LLC; Fair Valley LLC; RB Farm Investments LLC; GD Farm Investments LLC; RD Farm Investments LLC

Sale Managers: Matt Wiseman, Jim Hayworth and Jimmy Hayworth

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. An auction tract map is included in your Bidder's Packet as **Exhibit A**. You may bid on any tract or combination of tracts or the entire property, except that Tract 6 is a "swing tract" and must be combined with Tract 4 and/or Tract 5 or purchased by an adjoining landowner.
3. Bidding will remain open on individual tracts and combinations until the close of the auction. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
4. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.
5. The auction property has multiple co-owners. One or more individual owners may bid on their own behalf or together.
6. The authorized representatives of the Sellers are 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 Sellers' acceptance or rejection.

PART B - TERMS OF SALE OUTLINED:

7. 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 crop farming activities prior to closing). A cashier's check or a personal or corporate check immediately negotiable is satisfactory for the down payment. The balance of the purchase price is due in cash at closing.
8. The closing will be scheduled in accordance with the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before April 29, 2021.
9. The closing agent's fee to administer the closing will be shared equally (50:50) between Buyer and Seller. Buyer will pay all costs of any loan obtained by Buyer.
10. Seller will pay the 2020 real estate taxes due in 2021 (or the estimated amount thereof) at the time of closing in accordance with the Agreement to Purchase. Seller will pay drainage assessments that are last payable without a penalty on or before the date of closing. Buyer will then pay all real estate taxes and assessments due after closing.
11. At closing, 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.
12. Preliminary title insurance schedules dated March 22, 2021 have been prepared by Land Title Agency and are available to review in the auction display area, along with copies of the recorded documents listed as exceptions.
13. Buyer agrees to acquire the purchased tracts subject to all easements and all other "Permitted Exceptions" as defined in Section 6 of the Agreement to Purchase.
14. Possession shall be delivered at closing except as otherwise provided below with respect to the buildings and bins on Tract 5. Buyer will acquire all rights to the planted hay crop on the purchased tract(s).
15. 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 **Addendum B**. In order to obtain access prior to closing, Buyer must sign and comply with Addendum B and deliver an additional 10% deposit (for a total of 20%).
16. A new survey shall be obtained if and only if: (a) the conveyance will involve the creation of a new parcel; or (b) the official(s) responsible for recording the deed will not accept the conveyance for recording without a new survey; or (c) Seller elects to obtain a new survey for any other reason in Seller's sole discretion.
17. If a new survey is obtained, the survey shall be ordered by the Auction Company and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. Any survey of adjacent tracts purchased in combination will be for the perimeter only.

18. The cost of any survey obtained in accordance with this Addendum A shall be shared equally (50:50) by Seller and Buyer.
19. If a new survey is obtained in accordance with the provisions of this Addendum A, the purchase price shall be adjusted proportionately to reflect the difference, if any, between the acre estimates shown in Exhibit A and the gross acres shown in the survey **except** with respect to Tract 5 or any combination that includes Tract 5.
20. The acres shown in Exhibit A have been estimated based on the approximate total acres shown in the property tax records and an approximate, provisional allocation of the total between the potential new tracts. No warranty or authoritative representation is made as to the number of gross acres, tillable acres or wooded acres included with any tract or set of tracts.
21. Boundary lines and auction tract maps depicted in Exhibit A and the auction marketing materials are approximations provided for identification and illustration purposes only. Prior to the auction, a flag marker was placed by auction personnel to indicate the approximate location of the common boundary between Tracts 5 & 6 near the west end. Such maps and marker are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
22. 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.
23. Advertised square footages and dimensions are approximate. No warranty or authoritative representation is made as to the size or dimensions of any improvements.
24. **Tracts 2 & 3:** Sellers are entitled to all proceeds from the selective harvesting and removal of timber from the west woods on Tract 2 and the woods on Tract 3 prior to closing.
25. **Tract 5:**
 - a. Sellers shall have the right to retain possession of the home on Tract 5 and the small red barn east of the home for up to 120 days after closing. The Buyer of Tract 5 will be entitled to receive from Sellers \$1,000 for each full calendar month and \$33.00 per day for each partial month from the day of closing until the delivery of possession of the home and small red barn.
 - b. Sellers shall have the right to retain rent-free possession of and access to the other outbuildings on Tract 5 for up to 45 days after closing in order to remove personal property from the buildings. Buyers may retain and Sellers shall have no obligations with respect to any items of personal property remaining on the premises after the 45-day period (not including items in or around the home and small red barn).

- c. The renter of the grain bins shall have until August 15, 2021 to remove the grain from the two bins on Tract 5.
 - d. The Seller's Residential Real Estate Sales Disclosure form and the lead-based paint disclosure form for the home on Tract 5 are posted and shall be signed by the Buyer of Tract 5 at the end of the auction. With respect to the Seller's Residential Real Estate Sales Disclosure form, a "do not know" answer does not necessarily mean that the item goes with the property.
 - e. Specifically ***included*** with the sale of Tract 5 are the dishwasher in the home and the fence posts and wire around small pasture east of the home.
 - f. Specifically ***excluded*** from the sale of Tract 5 are the stove, oven, refrigerator, washer and dryer in the home. Also excluded is the generator in the house garage (notwithstanding any prior statement to the contrary).
 - g. Seller has no obligation before or after closing to clean up the mulch pile on Tract 5.
 - h. As an update to auction brochure, the north grain bin is 7 rings (not 6) and the home has one full bathroom plus two additional "three-quarters" bathrooms.
 - i. This paragraph applies ***if and only if*** Buyer is purchasing all six tracts together as an entire unit and Buyer intends to apply to the Indiana Department of Environmental Management ("IDEM") for a transfer of the CFO permit with respect to Tract 5. If this paragraph applies then: (a) until the time of closing, Sellers will provide reasonable cooperation to Buyer (at Buyer's expense) in connection with Buyer's application for the transfer of the CFO permit; (b) Buyer acknowledges that the CFO permit, and any transfer thereof, is subject to the rules, regulations and requirements of the IDEM, including but not limited to the IDEM's requirements pertaining to a prospective transferee's eligibility to acquire rights with respect to the CFO permit; and (c) Buyer is solely responsible for having fully investigated and understood all such requirements prior to bidding, including but not limited to all eligibility requirements as they may apply to Buyer and all requirements bearing upon the process and timing of any transfer of the CFO permit. **IN ANY EVENT, BUYER'S OBLIGATION TO TIMELY COMPLETE THE ACQUISITION OF THE PROPERTY FROM SELLERS IN ACCORDANCE WITH THE AGREEMENT TO PURCHASE IS NOT AND SHALL NOT BE CONTINGENT UPON THE TRANSFER OF THE CFO PERMIT OR UPON BUYER'S ELIGIBILITY FOR AND/OR ABILITY TO OBTAIN SUCH TRANSFER.**
26. Information booklets have been provided to prospective buyers in printed form and/or via download from the auction website and are available for further review in the auction information area. The information booklets include information obtained or derived from third-party sources, including FSA information, soil maps, property record cards and property tax information. Such information has been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, the Auction Company disclaims any warranty or liability for the information provided.

27. 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.
28. At the close of the auction, each high bidder shall execute a purchase contract in the form provided in each Bidder's Packet, consisting of the Agreement to Purchase, Exhibit A, this Addendum A and (if applicable) Addendum B. The terms of these documents are non-negotiable.
29. 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. Deeds shall be recorded in the order designated by the Seller.
30. 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
PRE-CLOSING ACCESS ADDENDUM**

(Applies only if the Property includes cropland and Buyer elects to have pre-closing access.)

This Addendum is executed in connection with 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 from the undersigned Sellers (collectively, "Seller") the real estate identified in the Purchase Agreement (the "Property"), being one or more of the tracts located in Jasper County in the State of Indiana offered at the public auction conducted on March 29, 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 normal crop farming activities (within existing field lines), including soil testing, fertilizer application, tillage and/or otherwise preparing for and/or planting the Spring 2021 crop and/or maintaining the planted hay crop, 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: (i) assumes all risk of Loss (as defined below); (ii) waives and releases any claim against Seller for any Loss; and (iii) agrees to defend, protect, indemnify and hold harmless Seller from and against (and to the extent paid by Seller, Buyer agrees to reimburse Seller for) any Loss and any and all liabilities, suits, actions, judgments, costs and expenses (including attorneys' fees and expenses) incurred by Seller 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, Seller, 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: (a) the Authorized Activities; (b) the entry upon the Property by Buyer; (c) 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 (d) 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 Seller 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 Seller 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, Seller 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 has no right to lease the Property prior to Closing. However, Buyer may permit a prospective tenant or other third party to conduct Authorized Activities on behalf of Buyer 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 Seller and Seller's agents from and against all claims of any such prospective tenant or third party.

BUYER: Printed Name(s): _____

Signature(s): _____ Date: _____

SELLER:

TD FARM INVESTMENTS, LLC, by:

GD FARM INVESTMENTS, LLC, by:

MYSUE LLC, LEGACY FAMILY HOLDINGS, LLC,
FAIR VALLEY, LLC, RB FARM INVESTMENTS,
LLC and RD FARM INVESTMENTS, LLC, by:

Timothy C. den Dulk

Gilbert A. den Dulk

Date: _____

Date: _____

Gilbert A. den Dulk or Timothy C. den Dulk
(POA's dtd 3/22/2021 & 3/23/2021)

Date: _____