

AGREEMENT TO PURCHASE

This Agreement to Purchase (this “**Agreement to Purchase**”) is executed by the party(ies) signing as Buyer(s) (hereinafter “**Buyer**”, whether one or more) on the signature page of this Agreement to Purchase (the “**Signature Page**”) in connection with a public auction conducted on March 22, 2021 (the “**Auction**”) by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”), in cooperation with Cushman & Wakefield and Lund Company (“**Cooperating Broker**”) on behalf of Seller with respect to certain real estate located in Keith, Deuel and Perkins Counties in the State of Nebraska and put up for bids in 33 separate tracts.

“**Seller**” refers to TWE II, LLC, a Nebraska limited liability company; *provided, however*, if this purchase includes any of Tracts 2, 9, 19 and/or 33, “**Seller**” refers to TWE II, LLC and Lola Thomas, as their interests appear with respect to the Property.

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(s) attached hereto as Exhibit A (“**Exhibit A**”); (b) the bidding procedures and auction announcements attached as Exhibit B (“**Exhibit B**”); and (c) if Buyer so elects, the Pre-Closing Access Addendum attached 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 (the “**Purchased Tracts**”, whether one or more).

NOW, THEREFORE, it is hereby agreed:

1. **Subject of Agreement; Property.** In accordance with and subject to the terms of this Agreement, Buyer agrees to purchase from Seller and Seller (upon execution and delivery of Seller’s acceptance) agrees to sell to Buyer the property described as follows (collectively, the “**Property**”): (a) the surface estate with respect to the land comprising the Purchased Tracts, together with any buildings, improvements and/or other permanent fixtures presently existing on said land and appurtenant to the surface estate, any easement or other right that is appurtenant to the surface estate with respect to said land, and the Included Minerals, if any (collectively, the “**Real Estate**”); (b) any irrigation pivot(s), grain bin(s), load out(s), corals and/or fencing now present on the land comprising the Purchased Tracts and not otherwise included as part of the Real Estate; and (c) any other property that is specifically included with this purchase according to the express terms of this Agreement; *provided, however*, notwithstanding the foregoing definition, this purchase does not include (and the terms “Property” and “Real Estate” shall be interpreted to exclude) any propane tanks and/or any other item or property interest that is specifically excluded (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 of this Agreement. Any provision of this Agreement that refers to a specific auction tract that is not one of the Purchased Tracts shall not apply unless and except to the extent that such provision also pertains to or affects the sale and/or conveyance of one or more of the Purchased Tracts.

2. **Included Minerals.** This purchase includes 50% of Seller’s interest, if any, with respect to Minerals (the “**Included Minerals**”). All other Minerals are excluded. “**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. Seller 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 Seller’s interest therein.

3. **Wind Energy Rights Included; Termination of Existing Agreements.** As an update to the marketing materials, this purchase *includes* the right to receive (and to negotiate and execute agreements for) any royalties or other payments with respect to any future wind turbines or wind-driven electrical production on the Real Estate. The existing Wind Lease and Easement Agreement(s) with 3LW Holdings, LLC (“**3LW Wind Agreements**”) shall be terminated prior to Closing (if not already terminated prior to the Auction).

4. **Crops; Growing Wheat Crop.** This purchase does not include any stored crops. However, if this purchase includes any of Tracts 2, 3, 25 and/or 32: (a) Buyer will acquire all rights to the growing wheat crop on the Real Estate effective automatically upon completion of the Closing; (b) Buyer shall acquire said crop in “AS IS” condition as of the time of Closing, without any representation or warranty as to its condition, value or expected yield; (c) Buyer will have the right to maintain said crop prior to Closing in accordance with and subject to the terms and conditions of Exhibit C; and (d) Buyer shall be responsible for the crop insurance premium.

5. **Purchase Price; Buyer’s Premium.** 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 plus a Buyer’s Premium equal to two percent (2.0%) of said bid amount; *provided*,

however, the Purchase Price shall be adjusted in accordance with the provisions of Exhibit B (based on surveyed acres) if applicable in accordance with the provisions of Exhibit B. Prior to the Closing, Buyer shall deliver Good Funds to the company or firm administering the Closing pursuant to Section 20 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. **Earnest Money; Escrow Agent.** Concurrently with Buyer’s execution of this Agreement, Buyer shall deliver an earnest money deposit (the “**Earnest Money**”) payable to the Escrow Agent in an amount equal to at least ten percent (10%) of the Purchase Price, to be held in escrow by the Escrow Agent and applied to the Purchase Price at Closing. “**Escrow Agent**” refers to **Thalken Title Co., 520 N. Spruce, P.O. Box 307, Ogallala, NE 69153 (Tel: 308-284-3972)**.

7. **Conveyance Requirements.** Buyer’s obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following conditions and requirements (collectively, the “**Conveyance Requirements**”): (a) that Buyer has received the Final Title Commitment in accordance with the terms of this Agreement; (b) that Seller is able to convey fee simple title to the Real Estate (and transfer title to any other included Property) free and clear of any material encumbrance that does not constitute a Permitted Exception; and (c) that Seller is able to deliver possession of the Property (subject to the Permitted Exceptions) at the time of Closing and substantially in its present condition except as otherwise provided in Section 25. For purposes of this Agreement, the title to the Property shall be deemed sufficient and marketable if Seller is able to convey and transfer the Property in conformance with the Conveyance Requirements. If Seller 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 Seller default; and (ii) either party may terminate this Agreement prior to Closing by written notice to the other; *provided, however*, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the time for Closing for a reasonable period of time, in order to cure such nonconformity, for a period of up to 30 days from the later of the effective date of such notice or the targeted closing date stated in Section 20 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.

8. **Post-Auction Survey.** A new post-Auction 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 description(s) with newly-surveyed exception(s); or (b) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (c) Seller elects to obtain a new survey for any other reason in Seller’s sole discretion. If a new survey is obtained, 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 show the perimeter boundaries of the surveyed land but need not show interior tract boundaries. The cost of any survey obtained in accordance with the provisions of this Agreement shall be shared equally (50:50) by Seller and Buyer.

9. **Preliminary Title Evidence.** Buyer acknowledges that preliminary title insurance schedules have been prepared by Thalken Title Co. for each of the Purchased Tracts (“**Preliminary Title Evidence**”) and made available for review by prospective bidders prior to the Auction (in printed form and/or via download from the auction website) and at the Auction site prior to and during bidding, along with copies of the recorded documents listed as exceptions. Buyer agrees to accept title and acquire the Property subject to all matters and exceptions listed or referenced in the Preliminary Title Evidence (*except* Liens and the 3LW Wind Agreements). “**Liens**” refers to any trust deed, assignment of rents and/or other monetary obligation attaching as a lien against the Property (other than a lien for Taxes that are not due and payable as of the Closing Date).

10. **Final Title Commitment; Owner’s Title Policy.** As a condition precedent to Buyer’s obligation to acquire the Property at Closing, Buyer has the right to receive one or more commitment(s) dated after the Auction (“**Final Title Commitment**”, whether one or more) for the issuance of one or more standard coverage ALTA owner’s title insurance policy(ies) insuring fee simple title to the Real Estate in the name of Buyer for the amount of the Purchase Price, free and clear of any material encumbrance that does not constitute a Permitted Exception (“**Owner’s Title Policy**”, whether one or more); *provided, however*, Buyer agrees to accept the Final Title Commitment and Owner’s Title Policy notwithstanding: (a) standard exceptions, conditions and requirements; (b) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; (c) any specific or general exception or exclusion with respect to Minerals; and/or (d) any matter that constitutes a Permitted Exception. Unless otherwise mutually agreed in writing, the Final Title Commitment shall be prepared by and the Owner’s Title Policy shall be issued through Thalken Title Co.

11. **Title Insurance Costs.** At Closing, all costs of the standard coverage owner’s title insurance, including all fees and premiums for issuing the Final Title Commitment and Owner’s Title Policy (“**Shared Title Insurance Costs**”), shall be

shared equally (50:50) by Seller and Buyer. The Shared Title Insurance Costs do not include (and Seller shall not be responsible for any portion of) the cost of any extended or special title insurance coverage, title insurance endorsements and/or lender's title insurance.

12. **Title Insurance Requirements.** At or before Closing, Seller shall reasonably cooperate with respect to the satisfaction of the title company's requirements for issuing the Owner's Title Policy, as set forth in the Final Title Commitment; *provided, however*, Seller shall have no obligation with respect to the satisfaction of any requirement or condition that is contrary to or inconsistent with the provisions of this Agreement; *provided, further*, Seller shall have no obligation with respect to and Buyer's obligations are not contingent upon: (a) the satisfaction of any requirement or condition that can only be satisfied by Buyer or that reasonably should be satisfied by Buyer as opposed to Seller; and/or (b) the availability or issuance of any extended or special title insurance coverage, any title insurance endorsement or any other title insurance product other than the Final Title Commitment for the issuance of the Owner's Title Policy as described in this Agreement.

13. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, the title insurance and any survey subject to and notwithstanding the following matters (each a "**Permitted Exception**" and collectively the "**Permitted Exceptions**"): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line, field line, ditch line, irrigation circle 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 appearing of record (*except* any Liens and the 3LW Wind Agreements); and (k) all matters listed or referenced in the Preliminary Title Evidence (*except* any Liens and the 3LW Wind Agreements).

14. **Delivery of Title.** Seller shall furnish at Seller's expense and execute and deliver at Closing a Warranty Deed conveying the Real Estate to Buyer subject to the Permitted Exceptions (and without warranty as to the Included Minerals). Other included Property, if any, shall be transferred to Buyer pursuant to a bill of sale with a disclaimer of all warranties except standard warranties of title, to be furnished by Seller at Seller's expense and executed and delivered at Closing.

15. **Delivery of Possession; Pre-Closing Access.** Possession of the Property shall be delivered to Buyer effective as of the completion of the Closing, subject to the Permitted Exceptions. Buyer may elect to begin farming activities prior to Closing in accordance with and subject to the terms and conditions of **Exhibit C**.

16. **CRP Contracts.** If this purchase includes any of Tracts 2, 3, 4, 5, 8, 9, 12 and/or 17: (a) any rights of Seller and all obligations of the landowner and/or participant under the existing Conservation Reserve Program (CRP) contract(s) pertaining to the Real Estate (each a "**CRP Contract**") shall be assigned to and assumed by Buyer, including the right to receive any CRP payment(s) for 2021; (b) if any such CRP Contract pertains to additional land not included with the Real Estate, the assignment and assumption shall be effective only to the extent that such rights and obligations pertain and/or are attributable to the Real Estate and any allocation of the annual contract payment between split parcels shall be determined by the FSA office(s); (c) as between Buyer and Seller, such assignment and assumption shall be effective automatically as of the 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; (d) Buyer shall be solely responsible for the timely execution, delivery and/or filing of any document required by the FSA office(s) in order to effectuate Buyer's assumption of the CRP Contract(s); and (e) Buyer shall be responsible for (and shall indemnify and hold harmless Seller from and against) any liability, penalty, repayment and/or interest incurred or assessed due to termination, non-compliance and/or owner-ineligibility after Closing and/or due to Buyer's failure to timely execute and deliver all documents required by the FSA office(s) as provided above.

17. **Educational Land Lease(s).** If this purchase includes Tract 19 and/or Tract 29, Buyer shall acquire the interest of the Lessee in one or both of the Educational Land Lease(s) described below, as applicable to this purchase (hereinafter "**Lease**", whether one or both), in accordance with and subject to the following terms and conditions:

(a) If this purchase includes Tract 19, Buyer shall acquire the interest of the Lessee in an Educational Land Lease pursuant to which the adjoining lands to the East of Tract 19 (described as being 640± acres, more or less, in Section 36-T14N-R40W in Keith County) are leased from the Board of Educational Lands and Funds of the State of Nebraska ("**Board**") for a lease term ending December 31, 2024.

(b) If this purchase includes Tract 29, Buyer shall acquire the interest of the Lessee in an Educational Land Lease pursuant to which certain lands to the South of Tract 29 (described as being 640± acres, more or less, in Section 36-T14N-R42W in Deuel County) are leased from the Board for a lease term ending December 31, 2023.

(c) All rights of the Lessee under the Lease shall be assigned to Buyer effective as of the date on which the Closing is completed or the date on which the assignment becomes effective in accordance with the rules and requirements of the Board, whichever is later (the “**Effective Date of Assignment**”). Buyer shall assume (and shall indemnify and hold harmless Seller with respect to) all obligations of the Lessee under the Lease which are to be performed after the Effective Date of Assignment, including the obligation to pay rent beginning with the rent due on July 1, 2021; *provided, however*, the obligations assumed by Buyer shall not include (and Seller shall indemnify and hold harmless Buyer with respect to) any liability arising from any breach, default or non-performance of the Lessee’s obligations under the Lease prior to the Effective Date of Assignment. At Closing, Seller and Buyer shall execute and deliver instrument(s) of assignment and assumption in accordance with the provisions of this Section, and without any warranty or representation of any kind; *provided, however*, the assignment and assumption of the Lease is subject to obtaining the Board’s consent and shall not be effective unless and until such consent is obtained and confirmed in accordance with the rules and requirements of the Board. The parties shall mutually cooperate with respect to all efforts to obtain such consent and to satisfy any requirements of the Board (and to resolve any contractual or legal impediment to the assignment and assumption) before Closing or as soon as practicable thereafter. At Closing, or as soon as practicable after Closing, the parties shall execute and deliver all documents required by the Board in order to effectuate the assignment and assumption of the Lease in accordance with this Section.

18. **Mineral Lease.** If all or any part of the Real Estate is subject to any subsisting oil and/or gas lease: (a) Buyer shall acquire that proportion of Seller’s interest in the lease that is attributable to the Included Minerals, if any; (b) Buyer shall acquire any such interest automatically by virtue of the conveyance of the Real Estate to Buyer, without any warranty or representation of any kind as to the existence, value, status, quality or character of the interest acquired by Buyer and without a separate instrument of assignment (but each party agrees to execute and deliver upon request any division order or similar instrument that is consistent with the provisions of this Agreement); (c) Seller may elect to specify the effective date of the transfer of the Included Minerals (the “**Mineral Transfer Date**”) in the deed conveying the Real Estate to Buyer and, if Seller so elects, the Mineral Transfer Date shall be the first day of the calendar month in which the Closing occurs; otherwise, the Mineral Transfer Date shall be the date of the conveyance; (d) all mineral payments, including any bonuses, rents, royalties and/or other payments under any oil and/or gas lease, accruing to Seller prior to the Mineral Transfer Date shall belong to Seller, whether paid before or after Closing; and (e) such mineral payments shall belong to Buyer to the extent attributed to the Included Minerals and accruing on or after the Mineral Transfer Date.

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

20. **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 April 22, 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; *provided, however*, if for any reason the Closing does not occur on or before April 22, 2021 then, subject only to the satisfaction of the conditions described in Section 19 above, Buyer shall be obligated to close on a date specified in a written notice from Seller or Seller’s agent to Buyer or Buyer’s agent which date must be: (a) at least 7 days after the effective date of such notice; and (b) at least 7 days after completion of the survey, if applicable, and the Final Title Commitment. Unless otherwise mutually agreed in writing, the Closing shall be held at and/or administered through the office of **Thalken Title Co. in Ogallala, Nebraska**.

21. **Allocation of Purchase Price.** If a proper documentation of the Closing requires an allocation of the Purchase Price between different parcels of real estate and/or between real estate and personal property, such allocation shall be determined solely by the Seller for the purpose of documenting the Closing.

22. **Seller’s Expenses.** The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) the cost of releasing any Liens; (b) one-half of the fee charged by the Closing Agent to administer a cash closing; (c) one-half of the cost of the survey(s), if any, obtained in accordance with the terms of this Agreement; (d) one-half of the Shared Title Insurance Costs; (e) the cost of preparing Seller’s transfer documents, including the deed and any applicable bill of sale and/or instrument of assignment; (f) any documentary stamp tax the payment of which is required in connection with the recording of the deed; (g) any sums due Auction Company in connection with this transaction; (h) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (i) any closing expense that is customarily charged to a seller and is not specifically charged to Buyer in this Agreement.

23. **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; (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) one-half of the Shared Title Insurance Costs and all costs of any extended or special title insurance coverage, lender's title insurance and/or title insurance endorsements requested by Buyer or Buyer's lender; (e) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (f) any closing expense that is customarily charged to a purchaser and is not specifically charged to Seller in this Agreement; and (g) any other expense that is not allocated to Seller according to the terms of this Agreement.

24. **Property Taxes and Assessments.** "Taxes" refers to: (a) real property taxes and special assessments, if any, that have been or will be assessed against the existing tax parcel(s) that include any part of the Property; and (b) any personal property taxes that have been or will be assessed against any property included with this purchase. "Seller's Taxes" refers to all Taxes assessed for and attributed to the calendar year 2020, including Taxes assessed for 2020 and due in 2021 ("2020 Taxes"), and any unpaid Taxes and/or penalties for any earlier period. Any unpaid Seller's Taxes, to the extent ascertainable and payable at the time of Closing, shall be withheld from Seller's proceeds at Closing and paid by the Closing Agent directly to the appropriate tax collection office. If not ascertainable and payable at the time of Closing, the 2020 Taxes 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) shall be paid via credit against the sums due from Buyer at Closing, with no further settlement or adjustment after Closing; *provided, however*, if this sale involves a tax parcel split then, in lieu of a credit to Buyer at Closing, Seller may elect to deliver to the Closing Agent the entire amount of the estimated 2020 Taxes (including but not limited to the portion attributed to the Property) to be: (a) held in escrow and applied towards payment of the 2020 Taxes when billed after closing; or (b) paid directly to the appropriate tax collection office as an estimated prepayment of the 2020 Taxes. In any event, Buyer shall then pay all Taxes when due after Closing (to the extent attributed to the Property and not paid via escrow or direct prepayment) and any shortage or surplus with respect to the estimated amount credited or paid at Closing shall be paid or retained by or refunded to Buyer (to the extent attributed to the Property). If this sale involves a tax parcel split, the extent to which any Taxes are attributed to the Property shall be based on a split calculation provided by the appropriate property tax official (or, if an official split calculation is not available, based on an estimated split calculation using available assessment data). If the billing of any Taxes after Closing includes portions attributed to any other real estate in addition to the Property, Buyer shall cooperate with the owner(s) of such other real estate to facilitate timely payment of any balance due and Buyer shall pay the portion attributed to the Property.

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

26. **Character, Condition and Suitability of Property; No Warranties.**

(a) Buyer's obligations under this Agreement are not contingent upon the results of any post-Auction inspection, investigation or evaluation of the character or condition of the Property or its suitability for any particular use or purpose. Buyer is responsible for having completed all such inspections, investigations and evaluations prior to the Auction. Buyer acknowledges (and represents to Seller) that Buyer has either completed all such inspections, investigations and evaluations or has knowingly and willingly elected to purchase the Property without having done so. In either case, Buyer assumes all risks and agrees to acquire the Property "AS IS, WHERE IS". Buyer acknowledges that Seller has not agreed to perform any work on or about the Property, before or after Closing, as a condition of this Agreement. Seller shall have no obligation before or after Closing with respect to (and Buyer's obligations under this Agreement are not contingent upon obtaining) any permit or approval that Buyer may need in connection with any prospective use, improvement or development of the Property. **THE PROPERTY IS SOLD "AS IS, WHERE IS", WITHOUT ANY WARRANTY OF ANY KIND AS TO ITS CHARACTER OR CONDITION AND/OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE. ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE THAT MIGHT OTHERWISE BE IMPLIED IS HEREBY DISCLAIMED. SELLER, AUCTION COMPANY, COOPERATING BROKER AND THEIR RESPECTIVE REPRESENTATIVES AND AGENTS SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES.**

(b) Without limiting the foregoing provisions, Seller, Auction Company, Cooperating Broker and their respective agents and representatives disclaim any promise, representation or warranty as to: (i) acreages; (ii) zoning matters; (iii) water rights; (iv) environmental matters; (v) the availability or location of any utilities; (vi) 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); (vii) whether or not the Property is qualified or suitable for any particular use or purpose; and/or (viii) 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.

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

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

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

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

28. **Remedies; Seller Default.** The term “**Seller Default**” refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller’s obligation(s) under this Agreement; *provided, however*, if Seller is unable to convey the Property in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Section 7 above, and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; (b) upon such demand and Buyer’s receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; and (c) at Buyer’s option, at any time prior to such termination, Buyer may elect instead to seek specific performance of Seller’s obligations.

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

30. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or part of the Property as part of an exchange under §1031 of the Internal Revenue Code (“**Exchange**”). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party’s Exchange.

31. **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 Seller: C/o Morris C. Brown, Esq., Berger Singerman, 350 East Las Olas Boulevard, Suite 1000, Fort Lauderdale, FL 33301

With PDF copies via email to: mbrown@bergersingerman.com and Roger@schraderauction.com

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

32. **Agency; Sales Fee.** Auction Company, Cooperating Broker and their respective agents and representatives are acting solely on behalf of, and exclusively as agents for, the Seller. *Buyer hereby acknowledges (and Seller has previously acknowledged) receipt of the "Agency Disclosure Information for Buyers and Sellers"*. The commission due Auction Company shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller, Auction Company and Cooperating Broker 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.

33. **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.

34. **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 Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.

35. **Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it is used throughout this Agreement. As used throughout this Agreement, the word "including" shall be construed as "including but not limited to". Time is of the essence of this Agreement. All provisions of this Agreement shall survive the Closing unless and except as otherwise provided or required by the express terms of this Agreement. This Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver. 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.

36. **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 Seller, as evidenced by Seller's execution and delivery of the Signature Page, shall constitute the binding agreement of the parties. This offer shall be deemed automatically withdrawn (and the Earnest Money shall be returned to Buyer) if this offer is not accepted by Seller on or before 11:59 p.m. (MDT) on March 22, 2021. Delivery of the Signature Page with Seller'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 Seller.

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

[Signature Page]

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

Tract(s) _____ comprising _____ (±) acres, more or less, as identified by reference to the same tract number(s) in the attached **Exhibit A**, being one or more of the tracts located in Keith, Deuel and Perkins Counties in the State of Nebraska put up for bids at the Auction conducted on this date, and being the Purchased Tracts for purpose of this Agreement.

Bid Amount: \$ _____

2% Buyer's Premium: \$ _____

Purchase Price: \$ _____

Earnest Money: \$ _____ (pay to "Thalken Title Co.")

SIGNATURE OF BUYER: This Agreement is executed and delivered by the undersigned, constituting the "Buyer" for purposes of this Agreement, on this 22nd day of March, 2021:

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

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

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

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

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

(Buyer's Lender, if any)

ACCEPTED BY SELLER on March 22, 2021:

As to any/all Purchased Tracts:

If this purchase includes any of Tracts 2, 9, 19 &/or 33:

TWE II, LLC
By its duly-authorized officer:

(Lola Thomas)

(Lola Thomas, President)

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

THALKEN TITLE CO.

Date Received: _____

By: _____

Print: _____

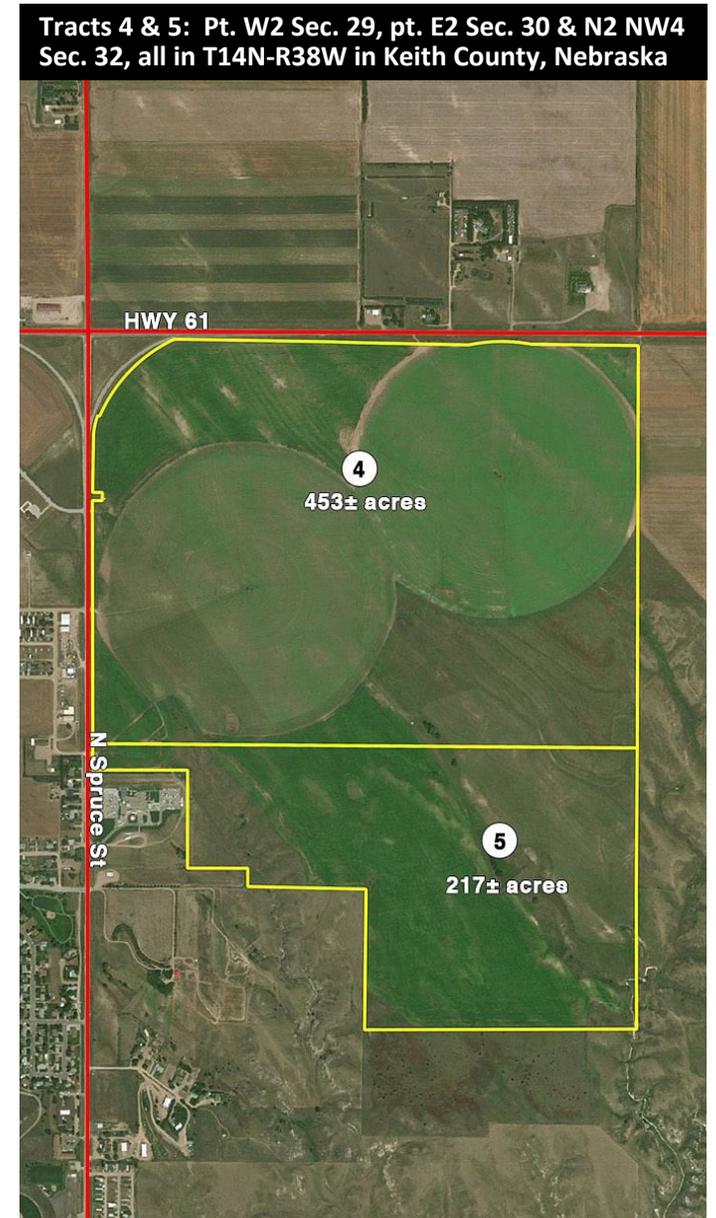
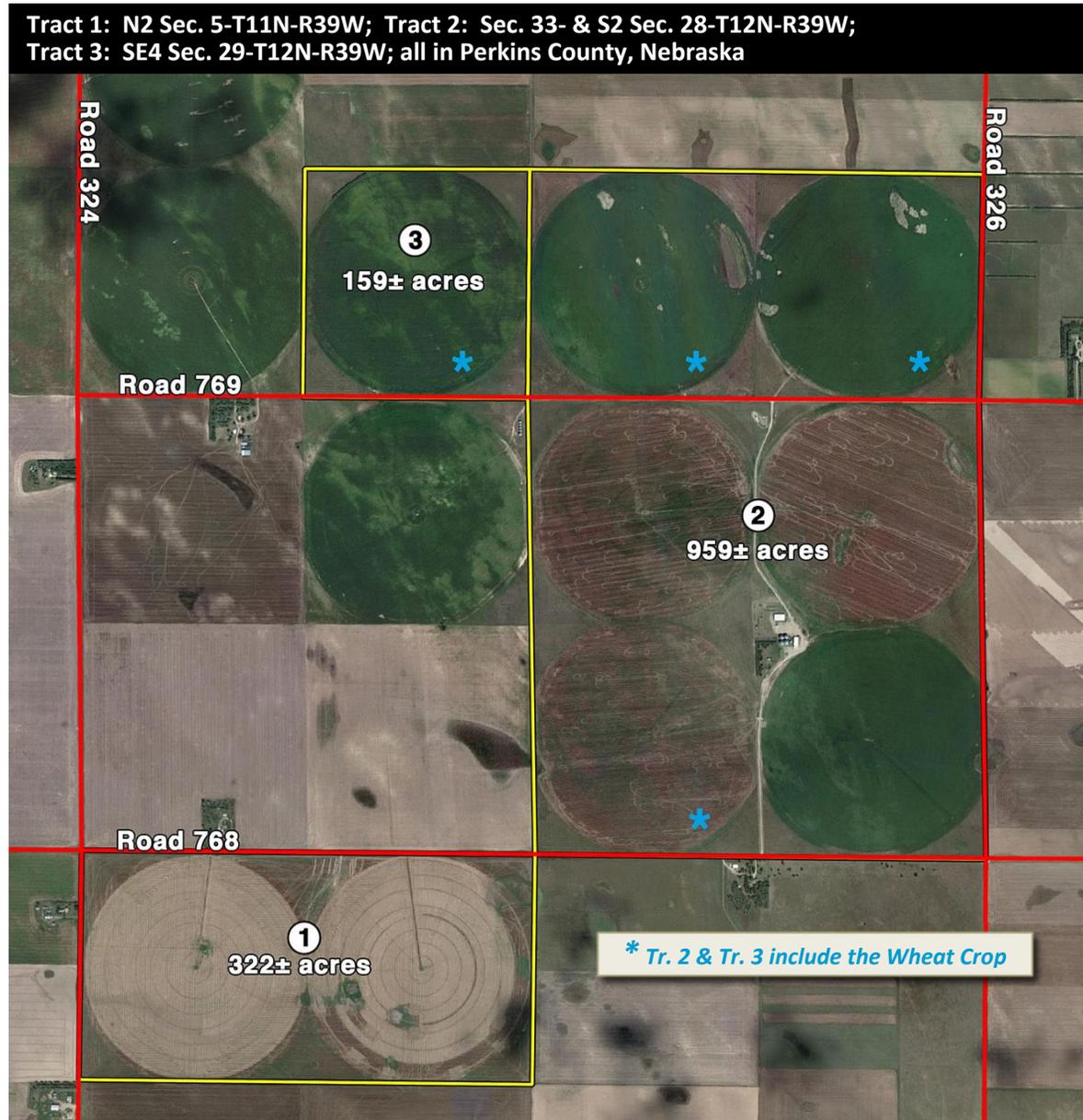
EXHIBIT A

Auction Tract Maps

Buyer(s): _____

Seller(s): _____

Auction Date: 3/22/2021

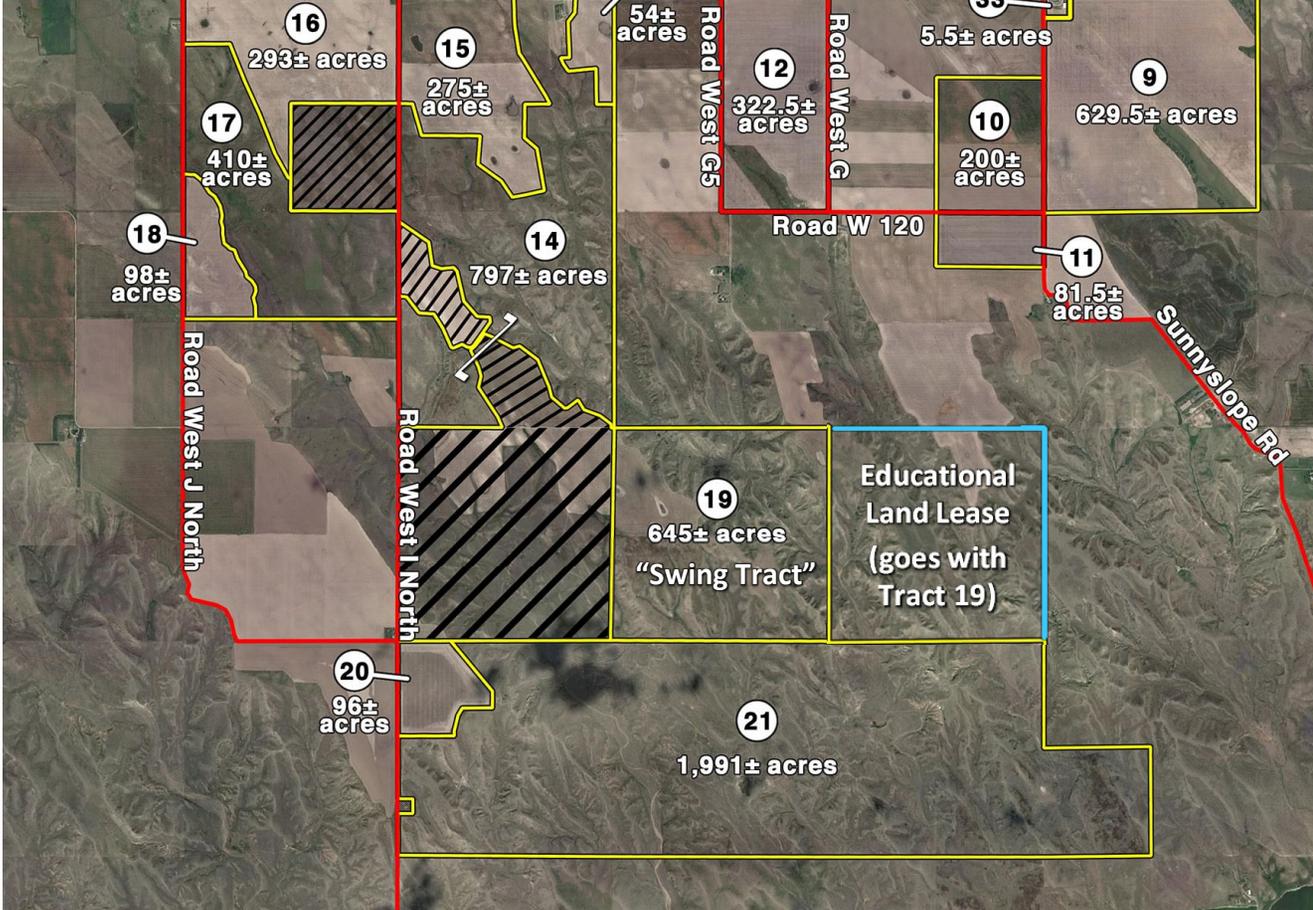


Boundary lines and/or acreages depicted in the marketing materials and auction tract maps, including this Exhibit A, are approximations and are provided for identification and illustration purposes only. They are not provided or intended as survey products or as authoritative representations of property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

Tracts 6 – 21: All in Keith County, Nebraska

- Tr. 6: Pt. Sec. 10-14-40
- Tr. 7: Pt. NE4 Sec. 15-14-40
- Tr. 8: Pt. Sec. 18-14-39
- Tr. 9 & 33: Sec. 19-14-39
- Tr. 10: SE4 & S2 S2 NE4 Sec. 24-14-40
- Tr. 11: N2 NE4 Sec. 25-14-40
- Tr. 12: E2 Sec. 23-14-40
- Tr. 13: Pt. NE4 Sec. 22-14-40
- Tr. 14: Pt. Sec. 22-14-40 & pt. Sec. 27-14-40
- Tr. 15: Pt. Sec. 22-14-40
- Tr. 16: Pt. Sec. 21-14-40
- Tr. 17 & 18: Pt. W2 Sec. 21-14-40 & pt. N2 Sec. 28-14-40
- Tr. 19: Sec. 35-14-40
- Tr. 20: Pt. NW4 Sec. 3-13-40
- Tr. 21: SW4 Sec. 6-13-39, Sec. 1-13-40, Sec. 2-13-40 & pt. Sec. 3-13-40

Road W 130



Buyer(s): _____

Seller(s): _____

Auction Date: 3/22/2021

EXHIBIT A

Auction Tract Maps

**Tract 22: NE4 Sec. 34-T14N-R41W;
Tract 23: W2 Sec. 34-T14N-R41W;
Tract 24: E2 Sec. 10-T13N-R41W;
Keith County, Nebraska**



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.

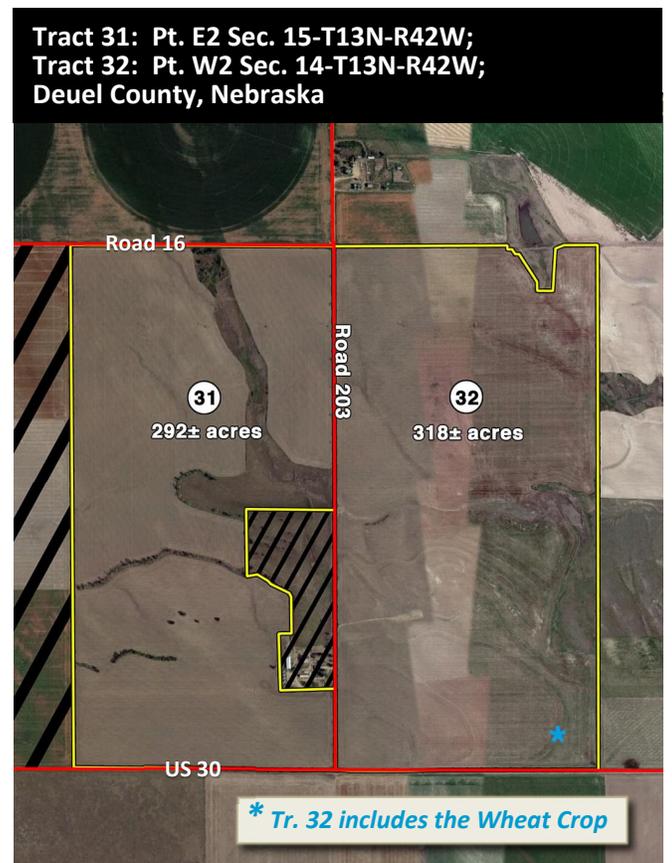
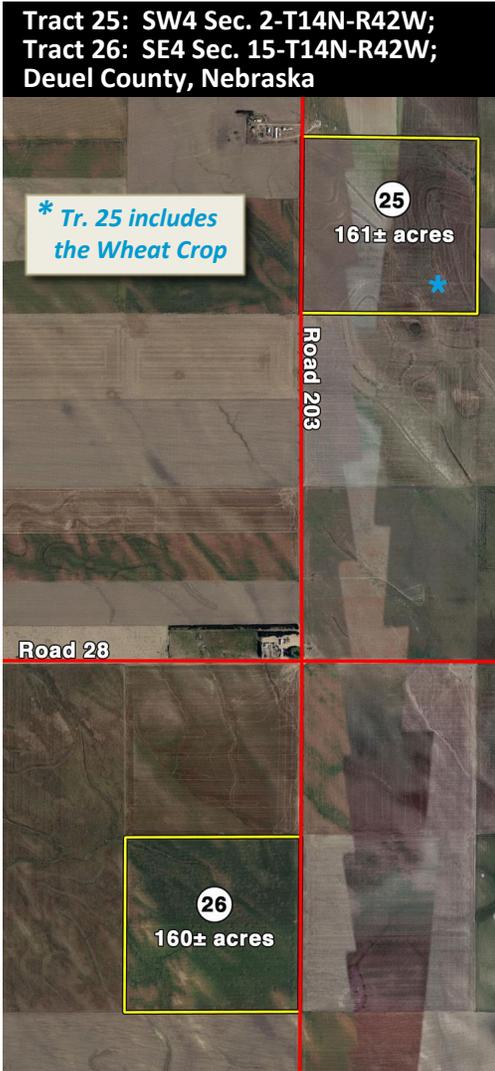
EXHIBIT A

Auction Tract Maps

Buyer(s): _____

Seller(s): _____

Auction Date: 3/22/2021



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.

Buyer(s): _____

Seller(s): _____

EXHIBIT B

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

Auction Marketing Specialists Nationwide

In cooperation with Cushman & Wakefield and Lund Company

Date: March 22, 2021

Seller: TWE II, LLC and/or Lola Thomas (as their respective interests appear)

Sale Manager: Roger Diehm

Schrader Real Estate and Auction Company, Inc. and Cushman & Wakefield and Lund Company welcome 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. Auction tract maps are included in your Bidder's Packet as **Exhibit A**. As an update to the marketing materials, Tract 19 is a "swing tract" and may be purchased only in combination with Tract 21 or by an adjoining landowner.
3. You may bid on any tract or any combination of tracts (subject to the "swing tract" limitation). Bidding will remain open on individual tracts and combinations until the close of the auction.
4. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
5. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.
6. The Seller is present and we anticipate that the top bids at the close of the auction will be accepted. The final bids, however, are subject to the Seller's acceptance or rejection.

PART B - TERMS OF SALE OUTLINED:

7. A Buyer's Premium equal to 2% of the high bid amount will be charged to each Buyer and added to the bid amount to arrive at the purchase price.
8. 10% of the purchase price is due as an earnest money deposit at the close of auction. A cashier's check or a personal or corporate check immediately negotiable is satisfactory for the earnest money. The balance of the purchase price is due in cash at closing.
9. 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 22, 2021.

10. Delivery of title and possession will be effective upon completion of the closing.
11. Buyer may begin farming activities prior to closing in accordance with the terms and conditions of the Pre-Closing Access Addendum which is included in each Bidder's Packet as **Exhibit C**. In order to obtain access prior to closing, Buyer must sign and deliver Exhibit C and provide proof of insurance.
12. The sale of any Purchased Tracts will include **50% of Seller's interest in the Minerals** (as defined in Section 2 of the Agreement to Purchase), without any warranty as to the existence of any Minerals or the nature or extent of Seller's interest therein.
13. As an update to the marketing materials, the sale of any Purchased Tracts will **include all wind energy rights**, including the right to receive (and to negotiate and execute agreements for) any royalties or other payments with respect to any future wind turbines or wind-driven electrical production on the Real Estate.
14. Closing costs and expenses will be allocated and paid in accordance with Sections 22 and 23 of the Agreement to Purchase.
15. As an update to the marketing materials, the property taxes for the calendar year 2020 (including 2020 taxes due in 2021), or the estimated amount thereof, will be **paid by Seller** at the time of closing in accordance with Section 24 of the Agreement to Purchase.
16. Preliminary Title Evidence for each auction tract has been posted to the auction website prior to the auction, along with copies of the recorded documents listed as exceptions. The Preliminary Title Evidence consists of preliminary title insurance schedules dated February 16, 2021 prepared by Thalken Title Co. for each auction tract. Printed copies are available to review in the auction information area, .
17. The Preliminary Title Evidence for each tract refers to certain Wind Lease and Easement Agreement(s) with 3LW Holdings, LLC, as described in certain certificates recorded in 2017. All such agreement(s) with 3LW Holdings, LLC will be **terminated prior to closing** (if not terminated prior to the auction).
18. Prior to closing, Buyer will receive a Final Title Commitment for the Purchased Tracts in accordance with Section 10 of the Agreement to Purchase. The cost of standard coverage owner's title insurance will be shared equally (50:50) by Seller and Buyer.
19. The title is to be conveyed and the title insurance is to be issued free and clear of Liens, but subject to all "Permitted Exceptions" as defined in Section 13 of the Agreement to Purchase.
20. A new post-auction survey will be obtained if necessary to record the conveyance or if otherwise deemed appropriate by Seller. In any event, a new survey shall be obtained **if and only if** obtained in accordance with Section 8 of the Agreement to Purchase. The cost of any such survey shall be shared equally (50:50) by Seller and Buyer.
21. If the purchase price includes one or more tracts for which a new perimeter survey is obtained in accordance with Section 8 of the Agreement to Purchase, the purchase price shall be adjusted proportionately to reflect any difference between the acre estimates shown in Exhibit A for the Purchased Tracts and the gross acres shown in

the survey; provided, however, if Tract 33 is purchased by itself as a single tract, the purchase price for Tract 33 will not be subject to adjustment.

22. For purposes of calculating any applicable adjustment to the purchase price in accordance with the foregoing paragraph: (a) the adjustment shall be based solely on acres, without allocating any value to any improvements; and (b) the “gross acres shown in the survey” shall include the estimated acres shown in Exhibit A for any tract(s) included in the purchase price but not surveyed.
23. The acres shown in Exhibit A have been estimated based on the approximate acres shown in the property tax parcel data and (where applicable) an approximate, provisional allocation between the potential new tracts. All advertised acres are approximate. No warranty or authoritative representation is made as to the number of gross, tillable, irrigated, pasture or CRP acres included with any tract or set of tracts.
24. Advertised square footages, dimensions and bushel capacity are approximate. No warranty or authoritative representation is made as to the size or dimensions of any structure.
25. Boundary lines and auction tract maps depicted in Exhibit A and the auction marketing materials are approximations provided for identification and illustration purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
26. If a dispute arises prior to closing as to the location of any boundary, the Auction Company may (but need not) terminate the purchase contract by giving written notice of termination to Buyer, but only with the Seller’s consent. In the event of such termination, the earnest money shall be refunded to Buyer and the property may be re-sold free and clear of any claim of Buyer. In lieu of consenting to such termination, Seller may elect instead to enforce the purchase contract according to its terms.
27. **Tracts 1, 2, 3 & 4:** With respect to Tracts 1, 2, 3 and 4, the sale of each respective tract includes the irrigation pivot(s) and related equipment currently located thereon; provided, however, all poly fertilizer tanks at the pivots are excluded. If a pivot on any tract crosses, overhangs and/or sprays over any new or existing boundary line, the Buyer of such tract will be responsible for making any necessary adjustments to the pivot if requested or required by the adjoining landowner.
28. **Tracts 2, 3, 25 & 32:** The Buyer(s) of Tracts 2, 3, 25 and 32 will acquire the rights to the growing wheat crop in accordance with Section 4 of the Agreement to Purchase. Buyer will have the right to maintain the wheat crop prior to closing in accordance with Exhibit C. The Buyer will be responsible for the crop insurance premium.
29. **Tracts 2, 3, 4, 5, 8, 9, 12 & 17:** The respective Buyer(s) of Tracts 2, 3, 4, 5, 8, 9, 12 and 17 will assume the existing Conservation Reserve Program (CRP) contracts in accordance with Section 16 of the Agreement to Purchase.
30. **Tracts 14 & 28:** The Seller Property Condition Disclosure Statement forms and the lead-based paint disclosure forms for the homes on Tracts 14 and 28 are posted and shall be signed by the applicable Buyer at the end of the auction.

31. **Tract 16:** The legal description provided by the title company for Tract 16 excludes one square acre in the northeast corner of Section 21-T14N-R40W. Notwithstanding the depiction of Tract 16 in the marketing materials and Exhibit A, this one-acre parcel is excluded from the sale of Tract 16. However, Seller shall have the right to quitclaim this one-acre parcel to the Buyer of Tract 16 if deemed appropriate in Seller's sole discretion.
32. **Tracts 19 and 29:** The Buyer of Tract 19 shall acquire the interest of the Lessee in an Educational Land Lease with respect to the land East of Tract 19 (described as being 640± acres, more or less), with a term ending on December 31, 2024. The Buyer of Tract 29 shall acquire the interest of the Lessee in an Educational Land Lease with respect to the land South of Tract 29 (described as being 640± acres, more or less), with a term ending on December 31, 2023. Copies of these leases have been posted to the auction website and printed copies are available to review in the auction information area. These leases will be assigned to and assumed by the applicable Buyer in accordance with and subject to the terms and conditions set forth in Section 17 of the Agreement to Purchase (and subject to obtaining the consent of the Board of Educational Lands and Funds).
33. **Tracts 26 – 30:** The Preliminary Title Evidence for each of Tracts 26 - 30 refers to a certain First Amendment to Wind Energy Easement Agreement in favor of Orion Wind Resources, LLC dated September 11, 2014. Unless this agreement is terminated prior to closing, the Buyer(s) of these tracts will acquire whatever interest Seller may have (and subject to whatever rights may or may not exist) with respect to such agreement, as may be appurtenant to the Purchased Tracts.
34. Information booklets (as updated from time to time throughout the marketing period) 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 various sources, including soil maps, topography maps, wetlands maps, flood maps, irrigation information, FSA information, CRP information and property tax information. Such information has been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, Seller and Seller's agents disclaim any warranty and shall not be liable or responsible for the accuracy of the information provided.
35. Your bids are to be based solely upon your inspection. All property is sold "AS IS, WHERE IS" without any warranty. Without limiting any other provisions, the terms of sale include important disclaimers set forth in Section 26 of the Agreement to Purchase.
36. 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 Exhibit B and (if Buyer so elects) Exhibit C. The terms of these documents are non-negotiable.
37. Schrader Real Estate and Auction Company, Inc., Cushman & Wakefield and Lund Company and their respective agents and representatives are exclusively the agents of the Seller. Each Buyer will sign an acknowledgement of the "Agency Disclosure Information for Buyers and Sellers" which has been posted to the auction website and included in each Bidder's Packet.

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

OFFICIAL ANNOUNCEMENTS MADE BY THE AUCTIONEER PRIOR TO BIDDING SHALL SUPERSEDE AND PREEMPT THIS WRITTEN MATERIAL AND ALL PRIOR ORAL OR WRITTEN STATEMENTS AND INFORMATION.

EXHIBIT C
PRE-CLOSING ACCESS ADDENDUM

(Applies only if 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 Seller(s) (hereinafter "Seller", whether one or both) the real estate identified in the Purchase Agreement (the "Property"), being one or more of the tracts located in Perkins, Keith and Deuel Counties in the State of Nebraska and put up for bids at the public auction conducted on March 22, 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. **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 Seller for any Loss; and (c) 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: (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.
4. **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.
5. **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.
6. **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.
7. **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 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: *If this purchase includes any of Tracts 2, 9, 19 &/or 33:*

As to any/all Purchased Tracts:

TWE II, LLC, by:

(Lola Thomas)

(Lola Thomas, President)

Date: _____

Date: _____

Agency Disclosure Information for Buyers and Sellers

Schrader Real Estate and Auction

Roger Diehm and

Company Company, Inc.*

Agent Name Rex D. Schrader II

* In cooperation with: **Cushman & Wakefield and The Lund Company; Agent Name: James Hain**

Nebraska law requires all real estate licensees provide this information outlining the types of real estate services being offered.

For additional information on Agency Disclosure and more go to: <http://www.nrec.ne.gov/consumer-info/index.html>

The agency relationship offered is (initial one of the boxes below, all parties initial if applicable):

Limited Seller's Agent

- Works for the seller
- Shall not disclose any confidential information about the seller unless required by law
- May be required to disclose to a buyer otherwise undisclosed adverse material facts about the property
- Must present all written offers to and from the seller in a timely manner
- Must exercise reasonable skill and care for the seller and promote the seller's interests

A written agreement is required to create a seller's agency relationship

Limited Buyer's Agent

- Works for the buyer
- Shall not disclose any confidential information about the buyer unless required by law
- May be required to disclose to a seller adverse material facts including facts related to buyer's ability to financially perform the transaction
- Must present all written offers to and from the buyer in a timely manner
- Must exercise reasonable skill and care for the buyer and promote the buyer's interests

A written agreement is not required to create a buyer's agency relationship

Limited Dual Agent

- Works for both the buyer and seller
- May not disclose to seller that buyer is willing to pay more than the price offered
- May not disclose to buyer that seller is willing to accept less than the asking price
- May not disclose the motivating factors of any client
- Must exercise reasonable skill and care for both buyer and seller

A written disclosure and consent to dual agency required for all parties to the transaction

Customer Only (list of services provided to a customer, if any, on reverse side)

- **Agent does not work for you**, agent works for another party or potential party to the transaction as:
 - Limited Buyer's Agent
 - Limited Seller's Agent
 - Common Law Agent (attach addendum)
- Agent may disclose confidential information that you provide agent to his or her client
- Agent must disclose otherwise undisclosed adverse material facts:
 - about a property to you as a buyer/customer
 - about buyer's ability to financially perform the transaction to you as a seller/customer
- Agent may not make substantial misrepresentations

Buyer's initials

Common Law Agent for **Buyer** **Seller** (complete and attach Common Law Agency addendum)

THIS IS NOT A CONTRACT AND DOES NOT CREATE ANY FINANCIAL OBLIGATIONS. By signing below, I acknowledge that I have received the information contained in this agency disclosure and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

Acknowledgement of Disclosure

(Including Information on back of form)

(Client or Customer Signature) (Date)

>

(Print Client or Customer Name)

(Client or Customer Signature) (Date)

>

(Print Client or Customer Name)

Contact Information:

1. Agent(s) name(s) and phone number(s):

Roger Diehm; Tel: 1-800-451-2709 (office) or 260-318-2770 (mobile)

~~Only the agent(s) named in #1 (above) is offering to represent you as your agent. Other licensees of the same brokerage or members of the same team may work for another party to the transaction and should NOT be assumed to be your agent. _____ Init. _____ Init (this paragraph is not applicable if the proposed agency relationship is a customer only or the brokerage does not practice designated agency)~~

~~(See "Note A", below.)~~

2. Team name, Team Leader name and phone number (only if applicable):

n/a

3. Managing Broker(s) name(s) and phone number(s) (only if applicable):

n/a

4. Designated Broker name, name designated broker does business under (if different), and

phone number: Rex D. Schrader II
Schrader Real Estate and Auction Company, Inc.
Tel: 1-800-451-2709

(Optional) Indicate types of brokerage relationships offered

(See "Note B", below.)

(Optional, see instructions) Tasks brokerage may perform for an unrepresented customer

(See "Note C", below.)

Note A: Pursuant to Neb. Rev. Stat. §76-2427, the Designated Broker may appoint in writing one or more Affiliated Licensees to act as a limited agent of a Client to the exclusion of all other Affiliated Licensees. However, no such appointment has been made for purposes of this agency. Unless otherwise agreed in writing, all Affiliated Licensees will represent only the Seller.

Note B: This brokerage generally offers the following types of brokerage relationships: seller limited agency; buyer limited agency; landlord limited agency; tenant limited agency; dual limited agency; and common law agency. However, in connection with any sale by auction, Schrader Real Estate and Auction Company, Inc. will represent only the Seller and all Affiliated Licensees will be acting as Limited Agents representing only the Seller. In connection with any sale other than an auction sale, Schrader Real Estate and Auction Company, Inc. and its Affiliated Licensees may represent both Seller and Buyer, but only if both Seller and Buyer consent in writing to such dual representation after proper disclosure.

Note C: Examples of tasks this brokerage may perform for you (Buyer), as an unrepresented customer, may include, but not be limited to, the following:

- Assess your wants and needs in a property.
- Assist in selection of properties best fitting your needs.
- Explain the bidding process.
- Conduct previews and showings of properties.
- Assist in determining financial ability to purchase.
- Provide information on available financing.
- Provide estimate of total investment and monthly investment required, based on the offer.
- Provide estimate of closing costs at the time of completing the offer to purchase.
- Review and explain clauses in the sales contract (offer).
- Assist with execution of sales contract (offer).
- Present offer to the seller.
- Provide follow-up services, including arranging post-auction survey and title work, as applicable, and delivering documents and copies.
- Keep in contact with lenders and sellers while awaiting closing and report progress.

~~Client or~~ Customer name(s): > _____