

REAL ESTATE PURCHASE AGREEMENT

Pursuant to this Real Estate Purchase Agreement (this “**Agreement**”), entered into as of the Effective Date (set forth on the signature page hereto), _____ (“**Purchaser**”) agrees to purchase from Midwest Farms, LLC, a Delaware limited liability company (“**Seller**”), and Seller agrees to sell to Purchaser, upon the following terms and conditions set forth herein, the property described as follows:

Tract(s) _____ comprising _____ (±) acres of land, more or less, as identified and described by reference to the same tract number(s) (and corresponding Quarter, Section, Township and Range description(s)) shown in the attached **Exhibit A**, being one or more of the auction tracts in Cass and White Counties in the State of Indiana put up for bids at the auction conducted on October 30, 2020, together with all easements, privileges, rights and hereditaments appurtenant thereto (collectively, whether one or more such tract(s), the “**Property**”).

This Agreement is executed in connection with a public auction conducted on October 30, 2020 by Schrader Real Estate and Auction Company, Inc. (the “**Auctioneer**”) on behalf of Seller. Purchaser and Seller acknowledge that Auctioneer and its agents and representatives are representing Seller in this transaction. Purchaser acknowledges and agrees that (a) the Property subject to this Agreement includes only the Tract(s) expressly identified in the definition of Property above and does not include any other Tract(s) shown on Exhibit A; and (b) the boundary lines and/or acreages depicted on Exhibit A (or set forth above) are approximations and for identification purposes only, and do not constitute or create any representation or warranty as to the boundary lines or total acres of the Property.

1. **Auction Documents.** Purchaser warrants that it has received and read the offering materials provided by Auctioneer, including the Information Booklet, the auction brochure and the information provided in the Auctioneer’s website regarding the Property. The terms and conditions set forth as “Part B - Terms of Sale Outlined” in the Auction Terms attached hereto as Exhibit B are incorporated herein by this reference as if fully set forth in this Agreement (“**Terms and Conditions**”); provided, however, to the extent of any conflict between the terms of this Agreement and the Terms and Conditions, this Agreement shall govern and control unless as otherwise set forth herein.

2. **Purchase Price.** The purchase price for the Property (the “**Purchase Price**”) consists of Purchaser’s high bid for the purchased tract(s) plus a Buyer’s Premium equal to two percent (2.0%) of the bid amount. The respective dollar amounts of the Bid Amount, 2% Buyer’s Premium, Purchase Price and Earnest Money are written below, as follows:

Bid Amount: \$ _____

2% Buyer’s Premium: \$ _____

Purchase Price: \$ _____

10% Earnest Money: \$ _____

Provided, however, if a new post-auction survey of all or any part of the Property is obtained in accordance with the Terms and Conditions, the Purchase Price shall be subject to a proportionate adjustment based on the number of gross acres shown in such survey *if and only if* such an adjustment is applicable in accordance

with the Terms and Conditions; *provided, further*, any such adjustment (if applicable) shall be based solely on gross acres, without regard to: (a) the number of tillable acres included in or excluded from any tract; and/or (b) any portion of any tract being unusable, untillable or subject to any rights of way or the like. After the Earnest Money is credited, the remaining balance of the Purchase Price (as adjusted in accordance with the Terms and Conditions, if applicable) will be paid by Purchaser at Closing by wire transfer of immediately available funds.

3. Earnest Money Deposit. Concurrently with Purchaser's execution and delivery of this Agreement, and consistent with the Terms and Conditions, an earnest money deposit payable to First American Title Insurance Company in the amount of the Earnest Money written in Section 2 above ("**Earnest Money**") shall be delivered by Purchaser to the Auctioneer as of the date hereof who promptly shall deliver the same on behalf of Purchaser and Seller to First American Title Insurance Company, National Commercial Services Division, 920 Fifth Avenue, Suite 1200, Seattle, Washington 98104 ("**Escrow Agent**"), Attention: Beth Peterson, simultaneously herewith. Upon failure of Purchaser to fulfill Purchaser's obligations to close in accordance with this Agreement, the Earnest Money shall be paid to Seller as liquidated damages and not a penalty, the parties agreeing that because the damages caused by a breach of this Agreement would be difficult or impossible to estimate accurately, they intend to provide for liquidated damages rather than a penalty, and the Earnest Money is a reasonable estimate of the probable loss upon a breach.

4. No Financing Contingency. As set forth in the Terms and Conditions, Purchaser's obligation to close is not contingent upon Purchaser's ability to obtain financing.

5. Property Disclosure: As-Is Sale. Purchaser acknowledges, understands and warrants that Purchaser is purchasing the Property and the contents thereof, if any, on an "as is, where is" basis with no representations or warranties of any kind, express or implied, either oral or written, whether of habitability, merchantability, fitness for a particular purpose, condition of improvements, environmental condition or otherwise made by Seller, Auctioneer or their respective agents or representatives. No liability for inaccuracies, errors or omissions contained in any materials provided to Purchaser is assumed by Seller, Auctioneer or their respective agents or representatives. Without limiting the foregoing provisions, Seller and Auctioneer make no warranty or authoritative representation with respect to: (a) zoning matters; (b) whether or not the Property qualifies or is otherwise suitable for any particular use; (c) availability or location of utilities; (d) availability of any permits (such as, but not limited to, any building, driveway, water and/or septic permit); (e) environmental matters; or (f) the accuracy of any materials or information prepared or provided by any third party regarding the Property. Purchaser acknowledges that all information in the marketing materials is provided without warranty and that the characteristics and features of the Property (including total acres, tillable acres, soil descriptions, etc.) may vary from the information provided in the marketing materials. Purchaser (with Purchaser's tax, legal, and/or other advisors) is responsible for having completed Purchaser's own investigation of the Property prior to bidding at the auction. This Section (and all applicable paragraphs of the Terms and Conditions pertaining to the subject matter hereof) shall survive the termination of this Agreement or the Closing and not merge into the deed.

6. Closing Costs, Taxes and Prorations. The parties will pay closing costs, taxes and other expenses as stated in the Terms and Conditions.

7. Title. The Property shall be conveyed to Purchaser at Closing pursuant to a customary Special Warranty Deed, wherein Seller warrants title to the Property against all persons lawfully claiming any interest by or through Seller, and subject to the following exceptions (collectively, the "**Permitted Exceptions**"): (i) real estate taxes and installments of special assessments not yet due and payable; (ii) zoning, land use, building and similar ordinances and statutory rights-of-way; (iii) reservations and/or conveyances of mineral rights; (iv) all easements, licenses, reservations, agreements, covenants and restrictions of record; (v) the 2020 Farm Lease (as defined below) and rights of parties in possession

thereunder; (vi) any matters that would have been disclosed by a physical inspection of the Property; and (vii) any other matters revealed by or set forth in the preliminary title insurance schedules described in the Terms and Conditions or the Title Commitment (defined below). Prior to Closing, Seller shall cause Escrow Agent to furnish a commitment 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 Purchaser's name, subject to standard exceptions, conditions and requirements and subject to the Permitted Exceptions (the "**Title Commitment**"). At Closing, Seller shall pay the cost of issuing a standard owner's title insurance policy in accordance with the Title Commitment. Purchaser shall pay the costs of any lender's title insurance, extended or special coverage, additional selections and/or title insurance endorsements requested by Purchaser or Purchaser's lender.

8. Survey. A new post-auction survey of the Property shall be obtained in accordance with paragraph 19 of the Terms and Conditions. Paragraphs 20 thru 22 of the Terms and Conditions shall govern the ordering and cost of, and applicable adjustment (if any) to the Purchase Price resulting from, such new survey and Seller may (in its sole discretion and at its option) elect to extend the Closing by an additional 30 days to complete such survey prior to Closing.

9. Closing. Closing of the purchase and sale of the Property (the "**Closing**") shall occur on December 15, 2020 or an earlier date agreed upon by Buyer and Seller, subject to extension by Seller pursuant to Section 8 above (if applicable). The Closing will be administered by the Escrow Agent identified in Section 3 above. For purposes of the Closing, all funds and documents will be delivered electronically unless otherwise instructed by the Escrow Agent. At Closing, the balance of the Purchase Price will be paid by Purchaser by wire transfer of immediately available funds, which shall be delivered to Escrow Agent in escrow not later than one business day prior to Closing. The parties will execute and deliver at Closing customary closing documents, including without limitation: (a) the deed described in Section 7, (b) a joint closing instruction letter, executed by Seller and Purchaser, and (c) an assignment and assumption of the 2020 Farm Lease if applicable in accordance with Section 10 below. Seller will prepare and provide such documents to Purchaser for execution prior to Closing. With respect to the timing of the Seller and Purchaser in fulfilling the obligations set forth in the Agreement, time is of the essence. If the Property includes land in both White County and Cass County, it may be necessary to allocate the total Purchase Price between the White County land and the Cass County land for the purpose of documenting the Closing. Any such allocation shall be determined solely by the Seller.

10. Possession, 2020 Farm Lease. Possession of the Property shall be delivered to Purchaser in accordance with the Terms and Conditions, subject to the Permitted Exceptions. All cropland included with the Property is subject to that certain farm lease between Seller and Mike Schuler, an individual, for the term commencing on January 1, 2020 and ending on the earlier of December 31, 2020 or the date tenant's 2020 crops are harvested as provided in said lease (the "**2020 Farm Lease**"). If the Closing occurs prior to the expiration of the 2020 Farm Lease, all rights and obligations of Seller under the 2020 Farm Lease shall be assigned to and assumed by the Purchaser to the extent that such rights and obligations pertain to the Property, except that Seller is retaining all rights to the 2020 rent. Purchaser agrees to indemnify Seller for any and all costs, damages, claims, liabilities and expenses (including attorneys' fees) suffered by or claimed against Seller that result from any breach of the 2020 Farm Lease by Purchaser arising after the Closing. The indemnity obligations of this Section shall survive the Closing and not merge into the deed.

11. Tracts 1, 2, 5 & 6; CRP Obligations. If the Property includes any of Tracts 1, 2, 5 and/or 6: (a) Purchaser shall assume the obligations of the participant under the existing Conservation Reserve Program contract(s) to the extent such obligations pertain to the Property, including but not limited to the obligation to pay any penalty, repayment and/or interest assessed due to termination, non-compliance and/or ineligibility after Closing ("**CRP Obligations**"); (b) Purchaser shall timely sign all documents required by the FSA office in connection with the Purchaser's assumption of the CRP Obligations; (c) Purchaser agrees

to indemnify Seller for any and all costs, damages, claims, liabilities and expenses (including attorneys' fees) suffered by or claimed against Seller that result from any breach of the CRP Obligations after Closing; (d) Purchaser shall receive the annual CRP payments due in 2021 and thereafter; and (e) if the Property includes either Tract 1 or Tract 2 (but not both), the allocation of the annual CRP payments between Tracts 1 and 2 shall be determined by the FSA office. The indemnity obligations of this Section shall survive the Closing and not merge into the deed.

12. No Personal Liability. Purchaser agrees that Seller shall have no personal liability under this Agreement and that Purchaser shall look solely to the Property for the satisfaction of any liabilities or the performance of any obligations of Seller arising under this Agreement. This Section shall survive the termination of this Agreement or the Closing and not merge into the deed.

13. Authority. Purchaser and Seller each represent and warrant to each other the following: (i) this Agreement is the valid and binding obligation of such party, and enforceable in accordance with its terms; (ii) such party has full power and authority to enter into and perform this Agreement in accordance with its terms; (iii) the completion of this transaction will not violate any law, regulation or agreement affecting such party, and (iv) such party has obtained all consents necessary to complete this transaction. Purchaser represents and warrants that: (a) if Purchaser is not an individual, Purchaser is validly existing under the laws of the State of its organization, and if not organized under the laws of the State of Indiana, is (or will be at the time of Closing) duly qualified and registered to transact business in the State of Indiana, and Purchaser's taking ownership of the Property, and owning, leasing, farming and/or ranching of the Property following Closing, complies with all (and will not violate any) applicable laws, (b) Purchaser has all authority necessary and is qualified to take ownership of the Property, and (c) Purchaser has sufficient cash or available financing to complete the purchase of the Property on the terms and conditions contained herein. Seller represents and warrants that Seller is validly existing under the laws of Delaware. The representations and warranties of this Section shall survive the termination of this Agreement or the Closing and not merge into the deed.

14. Legal Advice. Purchaser acknowledges that prior to signing this Agreement, Purchaser has read this Agreement carefully, understands this Agreement, and has had the opportunity to consult with a lawyer regarding this Agreement.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana.

16. Notice. All notices required or permitted under this Agreement shall be in writing, sent to the addresses set forth below, and may be sent by (i) nationally recognized overnight courier, (ii) certified mail with return receipt requested and postage prepaid, (iii) email provided that a copy also is sent in accordance with clause (i) or (ii) of this sentence, or (iv) may be personally delivered. Notices shall be deemed given at the time of delivery. Any party may change its address for service of notice by providing the other party notice in the manner specified above. The legal counsel to any party to this Agreement shall have the right to give a notice on the respective party's behalf. The parties' respective addresses for notice are:

PURCHASER

The Purchaser's mailing address (and email address, if any) provided on the signature page of this Agreement.

SELLER

Midwest Farms, LLC
c/o Oak River Farms, LLC
8789 Penrose Lane, Suite 400, Lenexa, KS 66219
Attn: Caroline Orłowski

Email: carolineo@oakriverfarms.com
Telephone: 425.889.7905

With a copy at the same address to:
Attn: General Counsel
Email: legal@oakriverfarms.com

And with PDF copies via email to Auctioneer:
RD@schraderauction.com

17. OFAC. Neither Purchaser nor any holder of any direct or indirect equitable, legal or beneficial interest in Purchaser is a person with whom U.S. persons are restricted from doing business with under the regulations and recommendations of the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC) (including those named on OFAC's Specially Designed and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other laws.

18. Termination by Seller, Auctioneer. Seller may terminate this Agreement at any time prior to the Closing if (a) any one or more of the representations or warranties of Purchaser contained in this Agreement is not true and correct in any material respect; or (b) Purchaser has failed, in any material respect, to perform any obligation or to comply with any agreement or covenant of Purchaser under this Agreement. In the event of any such termination by Seller, the Earnest Money shall be delivered to and retained by Seller, and the parties shall thereafter have no further obligations or rights hereunder. Additionally, as set forth in the Terms and Conditions, Auctioneer may terminate this Agreement, with consent of Seller, if a dispute arises over the boundary(s) of the Property.

19. Purchaser's Remedies. If the transaction does not close by reason of a default by Seller, then, notwithstanding anything to the contrary contained in this Agreement, Purchaser may (as Purchaser's sole and exclusive remedy) either: (a) terminate this Agreement, in which case, Purchaser will receive a return of the Earnest Money and the parties will have no further rights or obligations hereunder except for obligations that expressly survive the termination of this Agreement, or (b) waive the default and proceed to the Closing, and Purchaser hereby waives and releases any right to (and hereby covenants it shall not) sue Seller to recover damages, if any.

20. 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.

21. Other Terms and Conditions.

a. Entire Agreement; Applicable Exhibits. With respect to the sale and purchase of the Property, the entire agreement of the parties is contained within this Agreement and all applicable exhibits that are incorporated herein as integral parts of this Agreement, said exhibits consisting of: (a) Exhibit A, containing the aerial auction tract maps; (b) Exhibit B, containing the Terms and Conditions; (c) Exhibit C, being the Irrigation Systems Addendum; *provided, however*, Exhibit C applies if and only if the Property includes either Tract 3 or Tract 5 (but not both); and (d) Exhibit D, being the Addendum for Pre-Closing Hunting Privileges; *provided, however*, Exhibit D applies if and only if the Property includes Tract 6 and Exhibit D has been signed and delivered by Purchaser.

b. Assignment. Except in connection with an Exchange (and then subject to Section 19 above), this Agreement will not be assignable or otherwise delegable or transferable by Purchaser, whether by operation of law or otherwise, without Seller's prior written consent. If Purchaser desires to assign this Agreement, Purchaser shall request Seller's consent to assignment no less than ten (10) business days before Closing. Any assignment or delegation by either party of this Agreement or either party's rights or obligations hereunder will not release the assigning party from its obligations under this Agreement.

c. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect, and the remaining terms will be interpreted to give to the parties the material benefits of their bargain, and will in no way be affected, impaired, or invalidated.

d. Binding. This Agreement, together with the Exhibits attached hereto, constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless attached hereto and signed by all parties to this Agreement. This Agreement will inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, and permitted successors and assigns of both Purchaser and Seller.

e. Counterparts; Effective Purchase Agreement. The submission of this Agreement to any party, or their attorneys or agents, for examination does not constitute a valid, binding offer or agreement. This Agreement shall become effective and shall be binding upon the parties only after it has been executed and delivered by both Seller and Purchaser. This Agreement may be executed in one or more counterparts all of which together shall constitute one binding agreement on the parties hereto. Some or all of the parties hereto may execute and deliver this Agreement electronically, whether using an electronic signature and delivery service such as DocuSign or eSignlive, or by use of electronically copied/saved and transmitted executed documents, such as by emailing a PDF of the signed agreement. The parties hereto expressly agree that the actual execution and delivery of this Agreement by electronic means specifically shall be governed by the Electronic Signatures in Global and National Commerce Act (ESIGN), 15 U.S.C § 7001, and the governing law applicable to the remainder of this Agreement shall be as otherwise stated herein.

f. Cooperation. At or prior to Closing, Purchaser and Seller each will cooperate with the other to execute and deliver all documents and agreements as may be reasonably necessary to effect the sale of the Property in accordance with this Agreement.

g. Business Days. As used herein, a "business day" is any calendar day that is not a Saturday, a Sunday, or a legal holiday observed by government offices in the county where the Property is located. Any time period provided in this Agreement which shall end on a day other than a Business Day shall automatically extend to, and end on, the next Business Day thereafter.

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

Effective this _____ day of October, 2020 (“**Effective Date**”).

PURCHASER

SELLER

MIDWEST FARMS, LLC,
a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Authorized Signatory

Purchaser’s mailing address:

Purchaser’s email address:

Purchaser’s telephone number:

RECEIPT OF AGREEMENT AND EARNEST MONEY DEPOSIT IS HEREBY ACKNOWLEDGED AS OF THE DATE INDICATED BELOW:

Amount Received: \$ _____

Date Received: _____

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

EXHIBIT A

Revised Auction Tract Maps

Buyer(s): _____

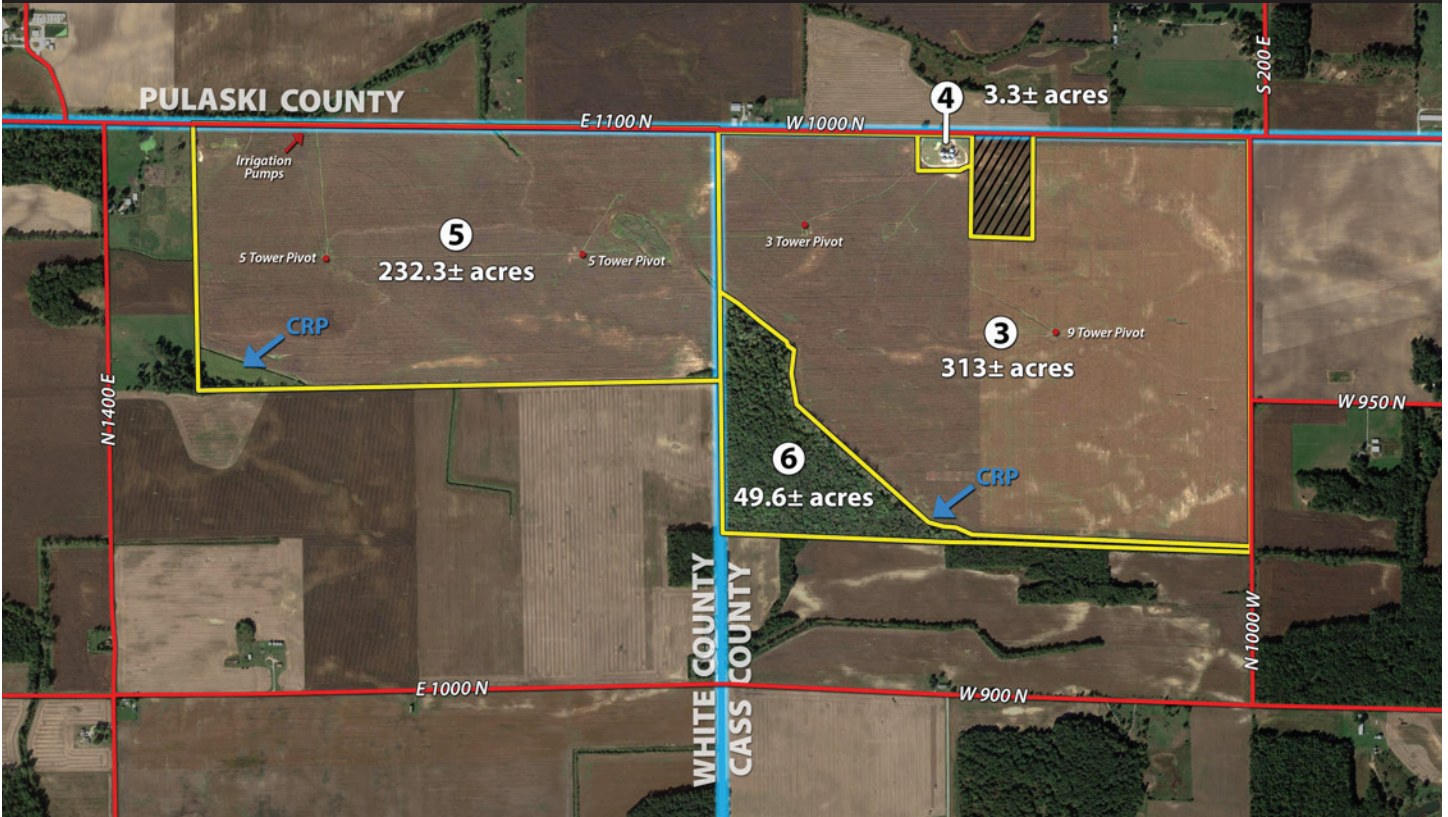
Seller: _____

Auction Date: October 30, 2020

Pt. S2 Sec. 8-T28N-R1W & pt. N2 Sec. 17-T28N-R1W in Cass County, State of Indiana



Pt. Sec. 6-T28N-R1W in Cass County & pt. N2 Sec. 1-T28N-R2W in White 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 Exhibit B and agree to these Terms and Conditions.

Buyer(s): _____

Seller: _____

EXHIBIT B
(Bidding Procedures and Auction Terms)

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

Date: October 30, 2020
Owner: Midwest Farms, LLC

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC. (referred to below as "Auction Company") welcomes you to bid YOUR price on the real estate offered at this auction.

PART A - BIDDING PROCEDURES TO KEEP IN MIND:

1. All bidding is open to the public. You will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one-time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.
2. The auction tract maps are included in your Bidder's Packet as **Exhibit A**. You may bid on any tract or combination of tracts or the entire property. Bidding will remain open on individual tracts and on combinations until the close of the auction.
3. Bidding will be on a lump sum basis. Minimum bids and bidding increments are at the sole discretion of the auctioneer.
4. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.
5. The Seller's representative is present and we anticipate that the top bid(s) at the close of the auction will be accepted. The final bid(s), however, are subject to the Seller's acceptance or rejection.
6. These auction terms (and any updates officially announced by the auctioneer) will take precedence over all previous marketing materials.

PART B - TERMS OF SALE OUTLINED:

7. A Buyer's Premium equal to 2% of the high bid amount will be charged to the Buyer and added to the bid amount to arrive at the purchase price.
8. 10% of the purchase price is due as a cash down payment at the close of auction. A cashier's check or a personal or corporate check immediately negotiable is satisfactory

for the down payment and should be made payable to First American Title Insurance Company. The balance of the purchase price is due in cash at closing.

9. The closing will be scheduled and administered in accordance with the terms of Sections 8 and 9 of the Real Estate Purchase Agreement in your Bidder's Packet. Subject to those terms, the targeted closing period is on or before December 15, 2020.
10. The escrow agent's closing fee will be shared equally (50:50) by Seller and Buyer. Except as otherwise provided in the Real Estate Purchase Agreement or in this Exhibit B, Buyer will pay all other expenses associated with the closing. Buyer will pay any expenses associated with obtaining financing and/or recording expenses.
11. Seller has paid or will pay all real estate taxes and drainage assessments due on November 10, 2020. Seller will pay the estimated 2020 taxes due in 2021 (based on the 2019 taxes due in 2020) by giving a credit to Buyer at closing. Buyer will then pay all taxes and assessments when due after closing.
12. Seller will furnish the Special Warranty Deed and owner's title insurance at Seller's expense in accordance with Section 7 of the Real Estate Purchase Agreement.
13. Preliminary title insurance schedules dated September 4, 2020 prepared by First American Title Insurance Company have been posted to the auction website prior to the auction and printed copies are available to review in the auction display area.
14. Buyer agrees to accept the title and acquire the property subject to all "Permitted Exceptions" as defined in Section 7 of the Real Estate Purchase Agreement, including but not limited to all matters listed in the preliminary title insurance schedules.
15. The sale of any land will include the mineral rights (if any) owned by the Seller. However, no warranty or representation is or will be made as to the existence of any minerals or the nature or extent of Seller's interest in any minerals or mineral rights. No mineral rights search has been conducted.
16. Possession shall be delivered at closing except as otherwise provided below with respect to the 2020 farm lease. Buyer will have farming rights for 2021.
17. The 2020 farm lease expires on the earlier of December 31, 2020 or the tenant's completion of the harvest of the existing crops. If not expired at the time of closing, the 2020 farm lease will be assigned to and assumed by the Buyer(s) in accordance with Section 10 of the Real Estate Purchase Agreement; provided, however, Seller is retaining all rights to the 2020 rent. A copy of the 2020 farm lease is available to review upon request.
18. As an update to the marketing materials, Milligan Surveying has prepared preliminary survey drawings showing the acres contained within the perimeter boundaries of Tracts 1 and 2 combined, Tracts 3, 4 and 6 combined, and Tract 5. The preliminary survey drawings have been posted to the auction website and printed copies are posted for your review in the auction display area.

19. A final post-auction survey shall be obtained for each closing.
20. All post-auction surveys 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 need not show features other than the perimeter boundaries. Any survey of adjacent auction tracts purchased in combination will not show the interior boundaries between the individual tracts.
21. All pre-auction and post-auction survey costs will be allocated between the respective closings and the portion allocated to each closing shall be shared equally (50:50) by Seller and Buyer.
22. 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 post-auction survey as pertaining to the applicable tract(s), except that no such adjustment shall be made for Tract 4 or any combination that includes Tract 4.
23. As shown in Exhibit A, the acre estimates have been revised for purposes of the auction as follows:

ACRE ESTIMATES (±)	Tract 1:	Tract 2:	Tract 3:	Tract 4:	Tract 5:	Tract 6:	Total:
Advertised / Brochure (±)	252	113	312	3	235	47	962
Revised / Exhibit A (±)	250.6	113.2	313	3.3	232.3	49.6	962

24. The acres shown in Exhibit A are approximate and have been estimated based on the total acres shown in the preliminary survey drawings and an approximate, provisional allocation between the potential new tracts. No warranty or authoritative representation is made as to the number of gross acres or tillable acres included with any tract or set of tracts.
25. Boundary lines and auction tract maps depicted in Exhibit A and the auction marketing materials are approximations provided for illustrative purposes only. Some of the flag markers on site prior to the auction were placed by auction personnel to indicate approximate locations. Such maps and markers are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
26. If any dispute arises prior to closing with respect to the location of any boundary, the Auction Company may (but shall not be required to) 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:** An easement and right of way to deposit and spread animal waste on Tracts 1 and 2 for a term of 20 years is referenced in a deed recorded on January 23, 2007, a copy of which is available to review in the auction display area. The beginning and end of the 20 year term is not clear from the 2007 deed. In any event, Tracts 1

and 2 will be conveyed and acquired subject to whatever rights, if any, currently exist with respect to such easement.

28. **Tracts 1, 2, 5 & 6:** The Buyer(s) of Tracts 1, 2, 5 and 6 shall assume the existing Conservation Reserve Program (CRP) contracts in accordance with Section 11 of the Real Estate Purchase Agreement. The CRP contracts expire on the following dates:
- Tracts 1 & 2:** 9/30/2026 **Tract 5:** 9/30/2025 **Tract 6:** 9/30/2023
29. **Tracts 3 & 5:** The irrigation systems on Tracts 3 and 5 are served by two water pumps drawing from Indian Creek. Indian Creek and Seller's irrigation intake pipes are on the adjoining land just north of CR 1100 North. The owner of the adjoining land has agreed to grant an easement for the use and maintenance of the irrigation intake pipes extending to Indian Creek.
30. **Tracts 3 & 5:** If sold together, Tracts 3 and 5 will include the center pivot irrigation systems currently located on those tracts (including the towers, sprinklers, water pumps and water lines) and the river screens which are currently in storage.
31. **Tracts 3 & 5:** If Tracts 3 and 5 are not sold together, the Addendum which is included in each Bidder's Packet as Exhibit C shall apply to the respective sales of Tracts 3 and 5. Tract 3 will include the "Tract 3 Irrigation System" (as defined in Exhibit C), together with a new water line easement on Tract 5 (as described in Exhibit C). Tract 5 will include the "Tract 5 Irrigation System" (as defined in Exhibit C). **Be sure you have read and understood Exhibit C if you are bidding on Tract 3 without Tract 5 or if you are bidding on Tract 5 without Tract 3.**
32. **Tracts 3, 4, 5 & 6:** 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; provided, however, if Tracts 3 and 4 are not sold together, Tract 4 will be subject to (and Tract 3 will have the benefit of) a new easement to allow the overhang of the 9-tower pivot to cross and spray over the southeast corner of Tract 4 (subject to the rights of the owner of the 10-acre excluded parcel adjoining Tracts 3 and 4).
33. **Tracts 3 & 6:** If Tracts 3 and 6 are not sold together, Tract 6 will be subject to (and Tract 3 will have the benefit of) a new easement for the use, installation, repair, maintenance and replacement of underground drainage tiles and/or pipes from Tract 3 to the open ditch near the common boundary between Tracts 3 and 6.
34. **Tracts 3, 4 & 6:** The new easements described in paragraphs 32 and 33 above, shall be created by grant and/or reservation in the applicable deeds and/or pursuant to a separate instrument prepared by an attorney on behalf of Seller, to be executed and recorded prior to the first conveyance of any of the affected tracts.
35. **Tract 4:** The sale of Tract 4 includes the grain storage bins, dryer bin, hopper bin, augers and BRUNeumatic air system now located on Tract 4. LP tanks are excluded.

36. **Tract 6:** If Tracts 5 and 6 are not sold together, the east part of Tract 6 will be 50± feet wide (including the strip of CRP land) and will have 50± feet of road frontage on CR 1000 W.
37. **Tract 6:** The Buyer of Tract 6 may elect to have hunting privileges prior to closing in accordance with the terms of the Addendum which is included in your Bidder's Packet as Exhibit D. If Buyer so elects, Buyer must sign Exhibit D and provide proof of insurance.
38. Information booklets have been provided to prospective buyers in printed form and/or via download from the auction website and are available for further review in the auction information area. The information booklets include information obtained or derived from third-party sources, including soil maps, wetlands maps, topography maps, tile map, irrigation information, FSA and CRP information, assessor data and other property tax information and preliminary title insurance schedules. Although believed to be from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Auction Company and Seller disclaim any warranty or liability for the information provided.
39. Your bids are to be based solely upon your inspection. All property is sold "AS IS" and without any warranty, as further provided in Section 5 of the Real Estate Purchase Agreement. Without limiting Section 5 of the Real Estate Purchase Agreement, Seller shall have no obligation before or after closing with respect to any of the following matters: (a) a NIPSCO natural gas well located on Tract 1 near the adjacent hog facility; (b) several old bulk bins on Tract 1 near the gas well; and (c) a monitoring well in the northeast corner of Tract 3.
40. 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 Real Estate Purchase Agreement, Exhibit A, this Exhibit B, Exhibit C (if applicable) and Exhibit D (if applicable). The terms of these documents are non-negotiable. 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.
41. Schrader Real Estate and Auction Company, Inc. and its agents and representatives are exclusively the agents of the Seller and are not acting as the agent of any Buyer. Each winning bidder acknowledges they are representing themselves by participating in the auction sales transaction.

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

ANY UPDATES OFFICIALLY ANNOUNCED BY THE AUCTIONEER
WILL TAKE PRECEDENCE OVER THIS PRINTED MATERIAL.

Buyer(s): _____

Seller: _____

EXHIBIT C IRRIGATION SYSTEMS ADDENDUM

(Applies to Tracts 3 and 5 if not purchased together.)

- Re. Auction conducted on October 30, 2020 by Schrader Real Estate and Auction Company, Inc. with respect to certain real estate owned by Midwest Farms, LLC (“Seller”), including a 313-acre (±) tract in Cass County, Indiana identified for purposes of the auction as Tract 3 (“Tract 3”) and a 232.3-acre (±) tract in White County, Indiana identified for purposes of the auction as Tract 5 (“Tract 5”).
1. **Applicability; Real Estate Purchase Agreements.** This Addendum applies if Tracts 3 and 5 are not purchased together in the same tract combination. If this Addendum applies, this Addendum is incorporated as part of the Real Estate Purchase Agreement between the Buyer of Tract 3 and Seller and as part of the Real Estate Purchase Agreement between the Buyer of Tract 5 and Seller.
 2. **Tract 3 Irrigation System.** The “Tract 3 Irrigation System” refers to and includes the 3-tower and 9-tower pivots now located on Tract 3, the 30 hp water pump (with screen), all water lines on Tract 3, and any water lines on Tract 5 currently serving the pivots on Tract 3 other than the water lines specifically included with Tract 5 as provided below. The Tract 3 Irrigation System is included with the sale of Tract 3 and excluded from the sale of Tract 5.
 3. **Tract 5 Irrigation System.** The “Tract 5 Irrigation System” refers to and includes the two 5-tower pivots now located on Tract 5, the 50 hp water pump (with screen), the existing water line from the 50 hp pump to the west 5-tower pivot and the existing water line from the west 5-tower pivot to the east 5-tower pivot. The Tract 5 Irrigation System is included with the sale of Tract 5 and excluded from the sale of Tract 3.
 4. **New Easement.** Tract 5 shall be subject to (and Tract 3 shall have the benefit of) a new easement for the use, installation, repair, maintenance and replacement of: (a) underground water lines on Tract 5 serving the Tract 3 Irrigation System; and (b) the water pump and electric lines on Tract 5 serving the Tract 3 Irrigation System, including the right of entry for such purposes. The new easement shall be created by grant and/or reservation in the applicable deeds and/or pursuant to a separate instrument prepared by an attorney on behalf of Seller, to be executed and recorded prior to the first conveyance of either Tract 3 or Tract 5.
 5. **Separation of Irrigation Systems.** Either of the respective owners of Tracts 3 and 5 shall have the right to separate and/or disconnect the Tract 3 Irrigation System from the Tract 5 Irrigation System (and vice versa) by operating existing valves (if any) and/or by making modifications to the existing water lines and connections. The owner performing any such modifications shall be responsible for minimizing any damage and/or disruption to the other owner’s irrigation system, and the other owner shall then be responsible for completing any further modifications and/or extensions as may be necessary to restore the functionality of his own irrigation system after such disconnection.
 6. **Separation of Power Supply.** The Buyer of Tract 3 shall be responsible for the installation of a separate electric line and meter serving the Tract 3 Irrigation System. The Buyer of Tract 5 shall have the right to disconnect the existing electric line and meter from the Tract 3 Irrigation System.

EXHIBIT D

ADDENDUM FOR PRE-CLOSING HUNTING PRIVILEGES

(Applies only to the Buyer of Tract 6 if said Buyer elects to have access for pre-closing hunting privileges.)

This Addendum is executed in connection with a Real Estate Purchase Agreement, including all exhibits thereto (collectively the "Purchase Agreement"), pursuant to which the undersigned Buyer(s) (hereinafter "Buyer", whether one or more) has agreed to purchase from Midwest Farms, LLC ("Seller") the real estate identified in the Purchase Agreement (the "Property"), being one or more of the tracts located in Cass County and White County in the State of Indiana put up for bids at the public auction conducted on October 30, 2020, and including the real estate identified for purposes of the auction as Tract 6 ("**Tract 6**").

1. **Authorized Hunting Activities.** As used herein, the term "Authorized Hunting Activities" refers to in-season hunting of game species on **Tract 6** by Buyer and Buyer's guests in accordance with all applicable laws, rules and regulations while taking all reasonable measures and exercising all due care and diligence to prevent injury to person or damage to property.
2. **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 **Tract 6** for the sole and limited purpose of conducting Authorized Hunting Activities, subject to the terms and conditions of this Addendum. This license does not include the right to enter any building or the right to enter any field with unharvested crops. Until the Closing, Buyer shall not conduct or permit any activities on the Property other than the Authorized Hunting Activities or make or permit any alteration of or change to the Property. 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.
3. **Risk of Loss; Indemnification.** For purposes of this Addendum, "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) this license and/or the Authorized Hunting Activities; (b) the entry upon the Property by Buyer; (c) the entry upon the Property by any other person in connection with the Authorized Hunting Activities and/or otherwise with the express, implied, actual or ostensive permission of Buyer; and/or (d) any breach of or default with respect to any condition or obligation under this Addendum. As a material part of the consideration for Seller's execution of the Purchase Agreement and this Addendum, Buyer hereby: (i) assumes all risk of Loss; (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. 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 not enter and/or conduct activities upon the Property unless Buyer has 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 to Seller proof of such insurance prior to entering upon the Property 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, 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.
6. **Other Limitations and Conditions.** This Addendum shall not be recorded. The rights granted to Buyer herein 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.

BUYER:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

SELLER:

MIDWEST FARMS, LLC

By: _____

Print: _____

Date: _____