

**THIS FORM OF AGREEMENT, WHEN FILLED IN AND EXECUTED BY
BUYER AND SELLER, WILL BE A BINDING REAL ESTATE CONTRACT.**

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 10, 2021 (the “**Auction**”) by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”) on behalf of Seller with respect to certain real estate located in Boone, Winnebago and Stephenson Counties in the State of Illinois and Rock County in the State of Wisconsin and put up for bids in nine (9) separate tracts, each of which is identified by tract number in Exhibit A. “**Seller**” refers to: (a) Donald K. Busch, Sr. if the Property consists of one or more of Tracts 1 - 8; or (b) D.M.D. Investment, Inc. if the Property consists of only Tract 9; or (c) Donald K. Busch, Sr. and D.M.D. Investment, Inc., collectively, if the Property consists of Tract 9 combined with any other tract(s).

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 Revised 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 land comprising the Purchased Tracts together with all buildings, improvements and permanent fixtures, if any, presently existing on said land (the “**Property**”); *provided, however*, notwithstanding the foregoing definition, the “**Property**” to be acquired by Buyer does not include any item or property interest that is 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. **Purchase Price.** The purchase price for the Property (the “**Purchase Price**”) consists of the amount in U.S. Dollars which is written as the purchase price on the Signature Page, being the amount of Buyer’s high bid for the Purchased Tracts. Prior to the Closing, Buyer shall deliver Good Funds to the company or firm administering the Closing pursuant to Section 15 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.

3. **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, delivered to the Closing Agent at or prior to Closing and applied to the Purchase Price at Closing. “**Escrow Agent**” refers to **Title Underwriters Agency** located at 417 S. State Street, Belvidere, IL 61008 (Tel: 815-544-2222).

4. **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 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) in accordance with the provisions of this Agreement. For purposes of this Agreement, the title to the Property shall be deemed sufficient and marketable if Seller is able to convey the Property in conformance with the Conveyance Requirements. If Seller is unable to convey 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, 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 15 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.

5. **Preliminary Title Evidence; Table B-1.** The term "**Preliminary Title Evidence**" collectively refers to: (a) the applicable preliminary title insurance schedules for the Purchased Tracts, as identified in Table B-1 in paragraph 16 of Exhibit B ("**Table B-1**"); and (b) the applicable pre-Auction survey(s) and/or parcel map of the Purchased Tracts, as identified in Table B-1. Copies of the Preliminary Title Evidence have been 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. Buyer agrees to accept title and acquire the Property subject to all matters listed, referenced, shown and/or disclosed in the Preliminary Title Evidence (except Liens, if any). "**Liens**" refers to any mortgage(s), judgment lien(s) and other monetary lien(s) (other than a lien for real estate taxes and/or assessments which are not due and payable as of the Closing Date).

6. **Survey.** The Property is sold and shall be conveyed based on the applicable pre-Auction survey(s) and/or parcel map, as identified in Table B-1, without obtaining a post-Auction survey. The pre-Auction survey costs allocated to the Purchased Tracts ("**Allocated Survey Costs**") shall be shared equally (50:50) by Seller and Buyer. Buyer's one-half share of the Allocated Survey Costs, as shown in Table B-2 in paragraph 22 of Exhibit B ("**Table B-2**"), shall be collected from Buyer at the time of Closing and paid directly to the surveyor (or reimbursed to Seller if already paid by Seller prior to Closing).

7. **Final Title Commitment.** 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, for the issuance of standard ALTA owner's title insurance policy(ies) insuring fee simple title to the Property 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 (the "**Final Title Commitment**", whether one or more). The cost of furnishing the Final Title Commitment shall be charged to Seller. Buyer agrees to accept the Final Title Commitment furnished by Seller 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 listed, described or revealed in the Final Title Commitment that constitutes a Permitted Exception. Subject to the foregoing provisions, Buyer agrees to accept a Final Title Commitment issued by the same title company(ies) that prepared the applicable preliminary title insurance schedules (as identified in Table B-1).

8. **Owner's Title Policy.** At Closing, Seller shall pay for the cost of issuing one or more standard ALTA owner's title insurance policy(ies) to Buyer in accordance with the Final Title Commitment ("**Owner's Title Policy**", whether one or more). Seller shall not be responsible for the cost of any extended or special title insurance coverage, lender's title insurance and/or title insurance endorsements. At or before Closing, Seller shall deliver a vendor's affidavit in a form that is consistent with the parties' rights and obligations under this Agreement and Seller shall otherwise reasonably cooperate with respect to the satisfaction of the requirements for issuing the Owner's Title Policy, as set forth in the Final Title Commitment; *provided, however*, 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.

9. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, the Final Title Commitment, the title insurance and any survey subject to and notwithstanding the following matters (each a "**Permitted Exception**" and collectively the "**Permitted Exceptions**"): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line, field line, ditch line or other visible occupancy or occupancy line; (e) any lien for current, non-delinquent Taxes; (f) local ordinances and zoning laws; (g) any outstanding reservations, severances and/or other rights with respect to Minerals; (h) any recorded oil and/or gas lease, whether active or not; (i) the provisions of this Agreement and any matter disclosed in this Agreement (including the exhibits incorporated herein); (j) easements, conditions, restrictions, reservations and/or other matters (except Liens, if any) appearing of record; and (k) all matters (except Liens, if any) listed, referenced, shown and/or disclosed in the Preliminary Title Evidence, whether or not referring to a recorded instrument.

10. **Delivery of Title.** The Property shall be conveyed to Buyer by warranty deed (subject to the Permitted Exceptions), to be furnished by Seller at Seller's expense and executed and delivered at Closing.

11. **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**.

12. **Growing Wheat Crop (Tracts 4, 5 &/or 6).** If this purchase includes any of Tracts 4, 5 and/or 6: (a) Buyer will acquire all rights to the growing wheat crop on the Property effective automatically as of the conveyance of the Property to Buyer at 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) the wheat crop input expenses allocated to the Purchased Tracts according to Table B-2 (“**Allocated Wheat Expenses**”) shall be collected from Buyer at the time of Closing and paid directly to the former tenant (or reimbursed to Seller if already paid by Seller prior to Closing).

13. **Minerals.** Seller is not reserving any interest with respect to any oil, gas and/or 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 (collectively, “**Minerals**”). The Property acquired by Buyer pursuant to this Agreement will include Seller’s interest with respect to Minerals; *provided, however:* (a) Seller has no obligation to provide any title evidence or title insurance with respect to Minerals; (b) 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; and (c) if an interest in Minerals is currently held by any person or entity other than Seller, such interest is excluded from the meaning of the term “Property” for purposes of this Agreement.

14. **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 the Property in conformance with the Conveyance Requirements).

15. **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 9, 2021 or as soon as possible after said date upon completion of the Final Title Commitment and Seller’s closing documents; *provided, however,* if for any reason the Closing does not occur on or before April 9, 2021 then, subject only to the satisfaction of the conditions described in Section 14 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 **Title Underwriters Agency** located at 417 S. State Street, Belvidere, IL 61008 (Tel: 815-544-2222).

16. **Allocation of Purchase Price.** If the Property includes real estate located in multiple counties (whether in the same state or different states), the Purchase Price shall be allocated between the real estate in each respective county, for the purpose of administering the Closing, based on an allocation provided by Seller for that purpose.

17. **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 Allocated Survey Costs (if not paid prior to Closing); (d) the cost of the owner’s title insurance; (e) the cost of preparing Seller’s transfer documents, including the deed; (f) any real estate transfer taxes and/or deed stamps that Seller is required to pay under state or local law in connection with the conveyance of the Property; (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.

18. **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 Allocated Survey Costs, as shown in Table B-2; (d) the cost of any extended or special title insurance coverage, lender’s title insurance and/or title insurance endorsement requested by Buyer or Buyer’s lender; (e) the Allocated Wheat Expenses, if applicable; (f) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (g) any closing expense that is customarily charged to a purchaser and is not specifically charged to Seller in this Agreement; and (h) any other expense that is not allocated to Seller according to the terms of this Agreement.

19. **Property Taxes and Assessments.** “Taxes” refers to general 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. “**Seller’s Taxes**” refers to all Taxes assessed for 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.

20. **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.

21. **Character, Condition and Suitability of Property; AS IS; 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”. 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”, WITHOUT ANY WARRANTY OF ANY KIND AS TO THE CHARACTER, CONDITION AND/OR SUITABILITY THEREOF.**

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

22. **Vacant Land Disclosure Report (Tract 9).** If this purchase includes Tract 9: (a) Buyer acknowledges receipt of the Wisconsin form of Vacant Land Disclosure Report for Tract 9; and (b) Buyer hereby waives any right of rescission and agrees to acquire the Property in AS IS condition.

23. **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).

(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.

24. **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 4 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.

25. **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, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

26. **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.

27. **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 Donald K. Busch, Sr., 7301 West Ridge Lane, Cherry Valley, IL 61016
With PDF copies via email to: dbusch@dunnritegroup.com and RD@schraderauction.com

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

28. **Agency; Sales Fee.** Auction Company and its agents and representatives are acting solely on behalf of, and exclusively as agents for, the Seller. If the Property includes Tract 9, Buyer hereby acknowledges receipt of the Disclosure to Customers form provided by Auction Company as Seller's agent. The commission due Auction Company shall be paid by Seller pursuant to a separate agreement. If Buyer has been duly registered as the client of a participating broker pursuant the terms of a written broker participation agreement executed by and between such participating broker and

Auction Company for purposes of this Auction, such broker shall be compensated at Closing in accordance with and subject to the terms of such agreement. Buyer shall indemnify and hold harmless Seller and Auction Company from and against any claim of any other 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.

29. **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.

30. **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.

31. **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.

32. **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. (Central Time) on **March 10, 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 in Boone, Winnebago and Stephenson Counties in the State of Illinois and Rock County in the State of Wisconsin put up for bids at the Auction conducted on this date, and being the Purchased Tracts for purpose of this Agreement.

Bid Amount: \$ _____

Purchase Price: \$ _____

Earnest Money: \$ _____ (pay to "Title Underwriters Agency")

SIGNATURE OF BUYER: This Agreement is executed and delivered by the undersigned, constituting the "Buyer" for purposes of this Agreement, on this 10th 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 the 10th day of March, 2021:

If the Property includes any of Tracts 1 - 8:

Sign: _____
(Donald K. Busch, Sr.)

If the Property includes Tract 9:

D.M.D. Investment, Inc.
By its duly-authorized officer:

Sign: _____
(Donald K. Busch, Sr.)

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.

Date Received: _____

Title Underwriters Agency

By: _____

Print: _____

EXHIBIT A

Revised Auction Tract Maps

Buyer(s): _____

Seller(s): _____

Auction Date: March 10, 2021

Tracts 1 & 2: Pt. NW4 Sec. 11-T26N-R8E (Silver Creek Twp.) in Stephenson County, Illinois



Tract 3: Pt. E2 Sec. 17-T43N-R3E (Flora Twp.) in Boone County, Illinois



Tracts 4 - 6: Pt. Sec. 4-T43N-R4E (Spring Twp.) in Boone County, Illinois



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

Revised Auction Tract Maps

Buyer(s): _____

Seller(s): _____

Auction Date: March 10, 2021

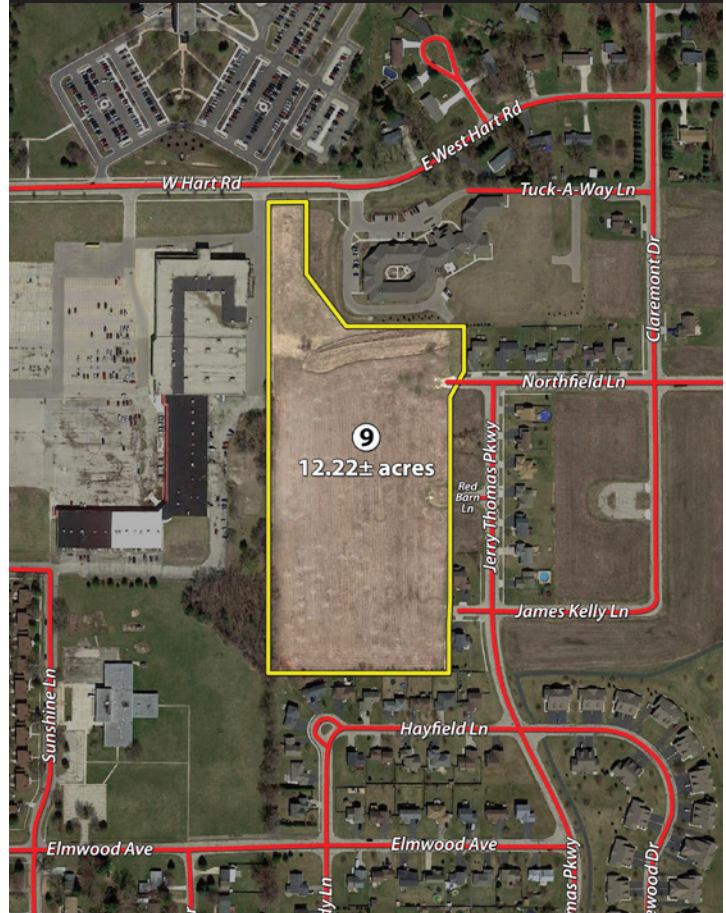
Tract 7: Pt. S2 Sec. 19-T44N-R3E (Belvidere Twp.) in Boone County, Illinois



Tract 8: Pt. SE4 Sec. 24-T44N-R2E (Rockford Twp.) in Winnebago County, Illinois



Tract 9: Pt. SW4 Sec. 18-T1N-R13E (City of Beloit) in Rock County, Wisconsin



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 auction conditions.

Buyer(s): _____

Seller(s): _____

EXHIBIT B

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

Date: March 10, 2021

Owners: Donald K. Busch, Sr. and D.M.D. Investment, Inc., as their interest appear with respect to the Property (hereinafter referred to, collectively, as "Seller")

Sale Managers: Matt Wiseman, Jason Minnaert, Dean Retherford and Rex D. Schrader II

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC. welcomes you to bid YOUR price on the real estate offered at this auction.

PART A - BIDDING PROCEDURES TO KEEP IN MIND:

1. All bidding is open to the public. You will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one-time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.
2. Revised 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 combinations until the close of the auction.
3. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
4. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.
5. The final bid(s) are subject to the Seller's acceptance or rejection.

PART B - TERMS OF SALE OUTLINED:

6. An earnest money deposit is due at the close of auction in the amount of 10% of the purchase price (or 20% if you intend to begin farming activities prior to closing). A cashier's check or a personal or corporate check immediately negotiable is satisfactory for the earnest money. The balance of the purchase price is due in cash at closing.
7. 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 9, 2021.
8. Delivery of title and possession will be effective upon completion of the closing.

9. 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 Exhibit C, deliver an additional 10% earnest money deposit (for a total of 20%) and provide proof of insurance.
10. **Tracts 4, 5 & 6:** The Buyer(s) of Tracts 4, 5 and 6 will acquire the rights to the growing wheat crop in accordance with Section 12 of the Agreement to Purchase. Reimbursement for wheat crop input expenses will be collected from these Buyer(s) at closing. The reimbursement amounts are shown in Table B-2, below. Invoices are available to review upon request.
11. Closing costs and expenses will be allocated and paid in accordance with Sections 17 and 18 of the Agreement to Purchase.
12. At closing, Seller will pay real estate taxes and special assessments for the calendar year 2020 (including 2020 taxes due in 2021), or the estimated amount thereof, in accordance with the Agreement to Purchase. Buyer will then assume and pay all real estate taxes and assessments after closing.
13. At closing, Seller will furnish the deed and owner's title insurance at Seller's expense in accordance with the terms of the Agreement to Purchase.
14. The title is to be conveyed and the title insurance is to be issued free and clear of Liens, but subject to all easements and all other "Permitted Exceptions" as defined in Section 9 of the Agreement to Purchase.
15. Without limiting Section 9 of the Agreement to Purchase, Buyer agrees to acquire the purchased tract(s) subject to all easements and other matters (except Liens) that are referenced in the Preliminary Title Evidence.
16. The Preliminary Title Evidence consists of the preliminary title insurance schedules, pre-auction surveys and parcel map described in Table B-1, below:

TABLE B-1	Preliminary Title Insurance Schedules:			Surveys & Tr. 9 Parcel Map:	
	Prepared by:	File No.:	Dated:	Prepared by:	Dated:
Tracts 1 - 2:	Title Underwriters	SS290839COM	01/14/2021	Heritage Engineering	01/12/2021
Tract 3:				Heritage Engineering	12/16/2020
Tracts 4 - 6:	Title Underwriters	BB290787COM	01/20/2021	Heritage Engineering	01/27/2021
Tract 7:				Heritage Engineering	01/11/2021
Tract 8:	Title Underwriters	WW290834COM	01/07/2021	Heritage Engineering	01/19/2021
Tract 9:	Title Team Group	RR290852	01/19/2021	Combs & Associates	01/18/2021

17. All of the Preliminary Title Evidence has been posted to the auction website prior to the auction, along with copies of the recorded easements and other documents listed as exceptions. Printed copies of the Preliminary Title Evidence and recorded documents are available to review in the auction information area.

18. Certain title exceptions are specifically disclosed in this Exhibit B. However, the Preliminary Title Evidence refers to additional easements and title exceptions that are not specifically mentioned in this Exhibit B.
19. All tracts are sold and will be conveyed based on the applicable pre-auction survey or parcel map, without obtaining any post-auction surveys.
20. Buyer will pay one-half of the pre-auction survey costs for the applicable tract(s). The amount of Buyer's one-half share for each tract is shown in Table B-2, below.
21. As an update to the marketing materials, the acre estimates have been revised for all tracts based on the pre-auction surveys and parcel map, as shown in Exhibit A and Table B-2. Exhibit A also reflects minor adjustments to the depiction of the southeast boundary of Tract 5, the common boundary between Tracts 4 and 5 and the common boundary between Tracts 5 and 6 (based on the pre-auction survey).
22. Table B-2, below, shows: (a) the revised acre estimates for all tracts as shown in the pre-auction surveys and Exhibit A; (b) the Buyer's one-half share of survey costs for each tract; and (c) the wheat expense reimbursement amounts for Tracts 4, 5 and 6:

TABLE B-2	Advertised Acres (±)	Revised Acres (±)	1/2 Share of Survey Costs	Wheat Expense Reimbursement
Tract 1:	57.9	57.88	\$187.50	--
Tract 2:	30.8	30.861	\$187.50	--
Tract 3:	163.5	163.457	\$600.00	--
Tract 4:	98.5	99.501	\$283.50	\$11,956.00
Tract 5:	50	50.875	\$283.50	\$929.00
Tract 6:	75	74.607	\$283.50	\$8,984.00
Tract 7:	35.9	35.909	\$450.00	--
Tract 8:	51.2	51.172	\$970.00	--
Tract 9:	12.2	12.22	\$194.00	--
Total:	575	576.482	\$3,439.50	\$21,869.00

23. The revised acre estimates shown in Exhibit A and Table B-2 are based on the pre-auction surveys and parcel map. The wheat expense reimbursement amounts shown in Table B-2 represent an approximate allocation based on estimated tillable acres. No promise or warranty is made as to the number of gross acres or tillable acres included with any tract or set of tracts. The purchase price and wheat expense reimbursement amounts will not be subject to adjustment regardless of the number of acres shown in any survey or other record created before or after the auction.
24. 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.

25. 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.
26. **Tracts 1 & 2:** According to the Preliminary Title Evidence, at least 50% of the mineral rights with respect to Tracts 1 and 2 have been reserved by prior owner(s).
27. **Tract 5:** Advertised building dimensions are approximate. No warranty or authoritative representation is made as to the size or dimensions of any structure.
28. **Tract 8:** Tract 8 is subject to all building setbacks, easements and other matters shown in a subdivision plat recorded in 2008 and identified as Plat No. 1 of City East. Access between Tract 8 and East State Street is limited to the intersection of East State Street and the undeveloped street identified in the plat as Nicole Place. The undeveloped street identified as Nicole Place is excluded from Tract 8. However, Seller shall have the right to quitclaim the Nicole Place corridor to the Buyer of Tract 8 if deemed appropriate in Seller's sole discretion.
29. **Tract 8:** The pre-auction survey refers to an ordinance annexing Tract 8 to the Village of Cherry Valley. A copy of this ordinance is available to review in the auction information area.
30. **Tract 9:** The Preliminary Title Evidence provided for Tract 9 includes a parcel map dated January 18, 2021 and a survey recorded in 2015. In addition to the easements shown in the parcel map and survey, the north part of Tract 9 (identified as "Easement for Stormwater Management") is subject to a separate Easement Agreement recorded in 2015 regarding use of the stormwater detention pond and landscaping rights. A copy of the Easement Agreement is included with the Preliminary Title Evidence for your review.
31. **Tract 9:** Tract 9 was part of a PUD Final Plan approved in 2004 in which most of Tract 9 was shown as residential lots. The PUD plan was subsequently amended to allow the assisted living facility on the north/northeast side of Tract 9. The Auction Company is informed that any development of Tract 9 would require approval of an amendment to the PUD or other planning approval(s) depending on the intended use.
32. **Tract 9:** Each Bidder's Packet includes the Wisconsin "Disclosure to Customers" form. This disclosure is provided by the Auction Company, as the agent of Seller, and is intended for all prospective buyers of Tract 9.
33. **Tract 9:** A Vacant Land Disclosure Report for Tract 9 is posted in the auction information area. The Buyer of Tract 9 shall sign an acknowledgement of receipt of this report at the end of the auction. The submission of a bid on Tract 9 (or any combination that includes Tract 9) constitutes an acknowledgement of the disclosures contained in the report.
34. 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 the pre-auction surveys, recorded plat for part of Tract 8, parcel map and PUD plan for Tract 9, soil maps, FSA information, property tax information and preliminary title insurance schedules. Such information has been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, the Auction Company disclaims any warranty or liability for the information provided.

35. Your bids are to be based solely upon your inspection. All property is sold "AS IS" without any warranty. Without limiting the foregoing provisions, Seller and Auction Company and their respective agents and representatives make no warranty or authoritative representation as to: (a) zoning matters; (b) whether or not the property qualifies for any particular use; (c) the availability or location of utilities; (d) the availability of any building permit, driveway permit, septic permit or any other permit; or (e) the accuracy of any materials or information prepared or provided by any third party regarding the auction and/or the property.
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. You will be closing on the tract or combination of tracts on which you are the successful bidder in the manner in which you bid at the auction. Deeds shall be recorded in the order designated by the Seller.
38. 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.

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

ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER
TAKE PRECEDENCE OVER THIS PRINTED MATERIAL.

EXHIBIT C
PRE-CLOSING ACCESS ADDENDUM

(Applies only if 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 Donald K. Busch, Sr. and/or D.M.D. Investment, Inc., as their interests appear with respect to the Property (hereinafter "Seller") the real estate identified in the Purchase Agreement (the "Property"), being one or more of the tracts located in Boone, Winnebago and Stephenson Counties in the State of Illinois and Rock County in the State of Wisconsin and put up for bids at the public auction conducted on March 10, 2021.

1. **Grant of License.** Upon execution of the Purchase Agreement and this Addendum and prior to Buyer's acquisition of title pursuant to the Purchase Agreement at closing (the "Closing"), Buyer shall have a license to enter upon the Property (excluding any building) for the sole and limited purpose of conducting Authorized Activities on that part of the Property now comprised of tilled cropland (within existing field lines), subject to the terms and conditions of this Addendum. This Addendum grants only a limited, temporary license under the terms and conditions stated herein. Nothing herein shall be construed to create or convey (and Buyer hereby disclaims) any leasehold interest, right of exclusive possession, or other legal or equitable interest in the Property by virtue of this Addendum.
2. **Authorized Activities.** As used herein, the term "Authorized Activities" refers to soil testing, fertilizer application, tillage and/or other normal crop farming activities in connection with preparing for and/or planting the Spring 2021 crop and/or maintaining the growing wheat crop (if applicable), all within existing field lines, whether conducted by Buyer or Buyer's employee(s), independent contractor(s), agent(s), guest(s) and/or invitee(s). Authorized Activities shall be conducted in compliance with all applicable laws, taking all reasonable measures to prevent injury to person or damage to property. Until the Closing, Buyer shall not: (a) conduct or permit any activities on the Property other than the Authorized Activities; or (b) make any alteration of, change to or improvement on the Property other than alterations and/or changes that are clearly contemplated by the description (and clearly entailed by the performance) of Authorized Activities, as expressly defined above. Buyer assumes responsibility for all expenses incurred in connection with the Authorized Activities.
3. **Additional Earnest Money.** Buyer shall not conduct any Authorized Activities prior to Closing unless and until Buyer has delivered as additional earnest money a sum equal to 10% of the purchase price due under the Purchase Agreement (the "Additional Earnest Money"), in addition to the earnest money otherwise required under the Purchase Agreement. The Additional Earnest Money shall be delivered to the same escrow agent holding the earnest money otherwise delivered pursuant to the Purchase Agreement, to be held and disbursed pursuant to the same terms and conditions that apply to the earnest money under the terms of the Purchase Agreement.
4. **Indemnification.** As a material part of the consideration for the license granted herein, Buyer hereby: (a) assumes all risk of Loss (as defined below); (b) waives and releases any claim against 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.
5. **Insurance.** Buyer shall have and maintain general liability insurance coverage of not less than \$1,000,000 insuring against claims for bodily injury, death and/or property damage occurring in connection with Buyer's activities at the Property. Buyer shall provide Seller with proof of such insurance prior to conducting any Authorized Activities and shall maintain such insurance until the Closing.
6. **Buyer's Failure to Acquire Property.** If for any reason Buyer fails to acquire the Property pursuant to the Purchase Agreement: (a) the rights of Buyer under this Addendum shall terminate immediately and automatically as of the earliest time that Seller is no longer obligated to sell the Property pursuant to the terms of the Purchase Agreement; and (b) Buyer shall not be entitled to any reimbursement for Buyer's time, expenses and/or inputs in connection with any Authorized Activities.
7. **Additional Limitations and Conditions.** This Addendum shall not be recorded. The rights granted to Buyer in this Addendum may not be assigned, sold, transferred, leased, pledged or mortgaged by Buyer. Until Closing, Seller reserves all rights and privileges that are not inconsistent with the limited rights specifically granted to Buyer in this Addendum.
8. **Prospective Tenants; Third Parties.** Buyer 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 the Property includes any of Tracts 1 - 8:*

Sign: _____
(Donald K. Busch, Sr.)

Date: _____

If the Property includes Tract 9:

D.M.D. Investment, Inc., by its duly-authorized officer:

Sign: _____
(Donald K. Busch, Sr.)

Date: _____

(Tract 9)

This disclosure is provided to prospective Buyers of the Wisconsin property (Auction Tract 9) by Schrader Real Estate and Auction Company, Inc. (hereinafter the "brokerage firm" or "firm"), as the agent of Seller, in connection with the public auction on **March 10, 2021**. This brokerage firm and its agents are acting solely on behalf of, and exclusively as the agents for, the Seller.

DISCLOSURE TO CUSTOMERS

You are a customer of the brokerage firm (hereinafter firm). The firm is either an agent of another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A broker or a salesperson acting on behalf of the firm may provide brokerage services to you. Whenever the firm is providing brokerage services to you, the firm and its brokers and salespersons (hereinafter agents) owe you, the customer, the following duties:

The duty to provide brokerage services to you fairly and honestly.

The duty to exercise reasonable skill and care in providing brokerage services to you.

The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.

The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is prohibited by law.

The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential information of other parties.

The duty to safeguard trust funds and other property held by the firm or its agents.

The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

Please review this information carefully. An agent of the firm can answer your questions about brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of the duties to a customer under section 452.133 (1) of the Wisconsin statutes.

Brokerage Firm:

Schrader Real Estate and Auction Company, Inc. (WI real estate business entity #937019-91)

PO Box 508 | 950 N. Liberty Dr.

Columbia City, IN 46725

Ph: 800-451-2709 | 260-244-7606

BUYER'S ACKNOWLEDGMENT OF RECEIPT

The undersigned Customer(s)/Buyer(s) hereby acknowledge(s) receipt of a copy of this disclosure.

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____