

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

and

MCLEMORE AUCTION COMPANY, LLC

405.57± acres in Van Buren County, Tennessee

Auction Date: September 26, 2016

Owner: Ohio Decorative Products LLC

The final versions of the Agreement to Purchase, Exhibit A and Exhibit B appear in the pages that follow. As an update to the previously-posted drafts, please note that paragraph 24 of Exhibit B has been revised to provide as follows:

24. If applicable, the following new easement(s) shall be created within all or part of a 100-foot wide corridor having a centerline consisting of the entire common boundary (or would be boundary) between Tracts 3 and 4, as applicable according to the following provisions:
- a. Unless Tracts 3 and 4 are sold together, Tracts 3 and 4 shall each have the benefit of a reciprocal easement for ingress and egress, including the right to use and maintain the existing drive, within the entire length and width of the 100-foot wide corridor.
 - b. Unless Tracts 1, 3 and 4 are sold together, Tract 1 shall have the benefit of an easement for ingress and egress, including the right to use and maintain the existing drive, within all or such portion of the width of the 100-foot wide corridor that is not acquired in combination with Tract 1. The easement corridor serving Tract 1 shall be limited to the west end of the corridor for such distance as the surveyor determines to be appropriate in order to facilitate access from Hwy. 8 to the buildings on Tract 1.
 - c. Unless Tracts 2, 3 and 4 are sold together, Tract 2 shall have the benefit of an easement for ingress and egress, including the right to use and maintain the existing drive, within all or such portion of the width of the 100-foot wide corridor that is not acquired in combination with Tract 2. The easement corridor serving Tract 2 shall be limited to the west end of the corridor for such distance as the surveyor determines to be appropriate in order to facilitate access from Hwy. 8 to the first intersection of the existing drive in the easement corridor with an existing drive on Tract 2.
 - d. The new easement(s) shall be shown in the survey(s). Seller shall pay half of the survey costs associated with the new easement(s), with the balance being shared equally between the respective Buyers of the benefited tracts.
 - e. The new easement(s) shall be created by grant and/or reservation in the deed(s) and/or pursuant to a separate instrument prepared by an attorney on behalf of the Seller prior to closing and all parties hereby agree to execute and record (and/or hereby consent to the execution and recording of) such instrument(s).

AGREEMENT TO PURCHASE

This Agreement to Purchase (this “**Agreement to Purchase**”) is dated September 26, 2016 and is entered into by and between Ohio Decorative Products LLC, as successor by conversion to the interest of Ohio Decorative Products, Inc. (“**Seller**”), and the undersigned Buyer. “**Buyer**” refers to the individual(s) and/or entity(ies), whether one or more, signing as Buyer(s) on the signature page of this Agreement to Purchase (the “**Signature Page**”).

The following documents are incorporated herein as integral parts of this agreement and, together with this Agreement to Purchase, are collectively referred to herein as this “**Agreement**”: (a) the aerial auction tract map and auction tract descriptions attached hereto as Exhibit A (“**Exhibit A**”); and (b) the auction announcements attached as Exhibit B (“**Exhibit B**”).

This Agreement is executed in connection with a public auction conducted on this date (the “**Auction**”) by Schrader Real Estate and Auction Company, Inc. and McLemore Auction Company, LLC (collectively, the “**Auction Companies**”) on behalf of Seller with respect to real estate located in Van Buren County in the State of Tennessee offered in four (4) separate tracts, each of which is depicted and identified by tract number in Exhibit A.

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 Tract(s)**”).

NOW, THEREFORE, in consideration of the foregoing premises and the provisions of this Agreement, the parties agree as follows:

1. **Subject of Agreement; Property.** In accordance with and subject to the terms of this Agreement, Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer the Purchased Tract(s), including improvements and permanent fixtures, if any, presently existing on the Purchased Tract(s) and any item that is specifically included according to the terms of Exhibit B (collectively, the “**Property**”); *provided, however*, the Property does not include any item that is specifically excluded according to the terms of Exhibit B.
2. **Minerals.** Seller is not reserving (and Seller does not claim to own) any interest with respect to any oil, gas and or other minerals under the surface of the Real Estate or any rights appurtenant thereto (“**Minerals**”). No warranty or representation is made with respect to the ownership of the Minerals. Without limiting the foregoing disclaimer, Buyer agrees to acquire the Property subject to and notwithstanding all outstanding reservations, severances and/or other rights with respect to Minerals, including but not limited to a prior oil, gas, coal and royalty reservation by J.M. Huber Corporation as disclosed in the preliminary title insurance schedules.
3. **Purchase Price; Buyer’s Premium.** The total purchase price for the Property (the “**Purchase Price**”) is written on the Signature Page and consists of the amount of Buyer’s bid (the “**Bid Amount**”) plus a Buyer’s Premium equal to four percent (4.0%) of the Bid Amount. If a new survey of all or any part of the Property is procured in accordance with the terms of this Agreement, the Purchase Price shall be subject to adjustment based on the number of acres shown in such survey if and only if (and only to the extent that) such an adjustment is applicable in accordance with the terms of Exhibit B. Prior to the Closing, Buyer shall deliver Good Funds to the Closing Agent in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less previously-delivered 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.
4. **Earnest Money.** Concurrently with the execution of this Agreement, Buyer shall deliver an earnest money deposit payable to Escrow Agent in the amount written on the Signature Page (the “**Earnest Money**”), being 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. Unless otherwise mutually agreed in writing, the “**Escrow Agent**” and “**Closing Agent**” shall be Sovereign Title and Escrow, LLC, 305 1st Ave SE, Winchester, TN 37398 (Tel: 931-967-6100).
5. **Conveyance Requirements.** Buyer’s obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following requirements (collectively, the “**Conveyance Requirements**”): (a) that Buyer has received a Final Title Commitment in accordance with the terms of this Agreement; (b) that Seller is able to convey the Property in substantially its present condition (except as otherwise provided in Section 17 below); (c) that Seller is able to deliver possession of the Property in accordance with the terms of this Agreement; and (d) that Seller is able to convey to Buyer fee simple title with respect to the Property free and clear of any lien (except the lien for current, non-delinquent Taxes) and free and clear of any other material encumbrance that does not constitute a Permitted Exception. 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 date of Closing up to 30 days in order to cure such nonconformity. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer's sole and exclusive remedy.

6. **Final Title Commitment; Owner's Title Insurance Policy.** Buyer has the right to receive, as a condition to Buyer's obligation to acquire the Property at Closing, and at Seller's expense, an updated commitment for the issuance of a standard owner's title insurance policy with respect to the Property in the name of Buyer for the amount of the Purchase Price updated to a date after the Auction and prior to Closing (the "**Final Title Commitment**"). 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 can and will be satisfied and/or removed at or prior to Closing; and/or (c) any matter listed, described or revealed in the Final Title Commitment that constitutes a Permitted Exception. At Closing, Seller shall pay for the cost of issuing a standard owner's title insurance policy in accordance with the Final Title Commitment. Buyer shall execute and deliver a survey waiver and any other customary documents required to be delivered to the Title Company under the Final Title Commitment.

7. **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.

8. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept the title, deed, 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) any variation between a deeded boundary line and a fence line, field line, ditch line or other visible occupancy or occupancy line; (d) any lien for current, non-delinquent Taxes; (e) local ordinances and zoning laws; (f) all outstanding reservations, severances and/or other rights with respect to Minerals; (g) any oil, gas or mineral lease; (h) any matter disclosed in this Agreement, including Exhibit B; and (i) easements, conditions, restrictions, reservations and/or other matters (except liens, if any) appearing of record, including but not limited to matters appearing of record and disclosed, identified or listed as exceptions in the preliminary title insurance schedules prepared by Sovereign Title and Escrow, LLC, dated August 23, 2016, as further described in Exhibit B.

9. **Survey.** A new survey of all or part of the Property shall be obtained prior to closing if and only if: (a) the conveyance of the Property will involve the creation of a new parcel which cannot be conveyed using existing legal description(s); or (b) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (c) a new survey is deemed necessary or appropriate for any other reason in Seller's sole discretion. If a new survey is obtained: (i) the survey shall be ordered by an agent of the Seller; (ii) the type of survey shall be determined solely by the Seller; provided that the survey shall be sufficient for the purpose of recording the conveyance; and (iii) the survey costs shall be shared equally (50:50) by Seller and Buyer.

10. **Conditions to Closing.** Buyer's obligation to purchase and acquire the Property at Closing is not contingent upon Buyer's ability to obtain financing or the satisfaction of any other 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 the 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).

11. **Closing.** The "**Targeted Closing Date**" is: (a) October 26, 2016 unless a new survey of the Property is ordered pursuant to the terms of this Agreement; or (b) November 22, 2016 if a new survey of the Property is ordered pursuant to the terms of this Agreement. 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 the terms of this Agreement (the "**Closing**") shall occur on or before the Targeted Closing Date or as soon as possible after the Targeted Closing Date upon completion of the survey (if applicable), the Final Title Commitment and Seller's closing documents; *provided, however*, if for any reason the Closing does not occur on or before the Targeted Closing Date then, subject only to the satisfaction of the conditions set forth in Section 10 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: (i) at least 10 days after the effective date of such notice; and (ii) at least 10 days after completion of the survey, if applicable, and the Final Title Commitment. Unless otherwise mutually agreed, the Closing shall be held at and/or administered through the office of Sovereign Title and Escrow, LLC, 305 1st Ave SE, Winchester, TN 37398 (Tel: 931-967-6100).

12. **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) costs of releasing any existing liens and recording the releases; (b) one-half of the fee charged by the Closing Agent to administer a cash closing; (c) one-half of the cost of the survey(s), if any, procured in accordance with this Agreement; (d) the cost of the owner's title insurance; (e) the cost of preparing Seller's transfer documents, including the deed; (e) the professional fees due the Auction Companies in connection with this transaction; (f) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (g) any expense normally charged to a seller at closing and not specifically charged to Buyer in this Agreement.

13. **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) all costs incident to a loan obtained by Buyer and not paid by Buyer outside of Closing, including loan commitment, document preparation, recording and title examination fees and costs of lender's title insurance, prepaid interest and credit reports; (b) one-half of the fee charged by the Closing Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) one-half of the cost of the survey(s), if any, procured in accordance with this Agreement; (d) the real estate transfer tax due in connection with the recording of the deed; (e) any expense stipulated to be paid by Buyer under any other provision of this Agreement; and (f) any expense normally charged to a buyer at closing and not specifically charged to Seller in this Agreement.

14. **Taxes and Assessments.** Taxes attributable to the Property shall be *prorated* to the date of Closing. "Taxes" refers to real estate taxes and special assessments, if any, that are assessed against and attributable to the entire existing tax parcel described as 405.57± acres ("Parent Parcel"). At the time of Closing (or at the time of Seller's first conveyance of any part of the Parent Parcel if such first conveyance occurs prior to this Closing), the amount of the Taxes for the entire calendar year in which the Closing occurs ("Current Year Taxes"), plus the amount of any unpaid Taxes for any prior year, shall be withheld from Seller's proceeds and paid directly to the appropriate tax collection office by the Closing Agent. At the time of Closing, the Closing Agent shall collect from Buyer and credit to Seller the amount of Buyer's share of the Current Year Taxes, *prorated* on a calendar year basis to the date of Closing. If the Property does not include the entire Parent Parcel, the amount collected from Buyer and credited to Seller shall be determined by the Closing Agent based on an estimated tax parcel split using the available assessment data. If the Current Year Taxes are not known and payable at the time of Closing: (a) the Current Year Taxes shall be estimated for purposes of the Closing based on 115% of the Taxes last billed for an entire calendar year; (b) the amount thus estimated shall be held in escrow by the Closing Agent and used to pay the Current Year Taxes when billed after Closing; and (c) any escrow funds remaining after payment of the Current Year Taxes shall be refunded to Seller and Buyer based on the proration (and estimated parcel splits, if applicable) used at Closing. If for any reason the Closing occurs after December 31, 2016 and the conveyance of the Property does not involve a tax parcel split then, in lieu of the collection and payment of the Current Year Taxes by the Closing Agent, Buyer shall receive a credit at Closing against the sums due Seller in the amount of Seller's share of the Current Year Taxes, estimated based on 100% of the amount last billed for a calendar year and *prorated* to the date of Closing, and Buyer shall then be solely responsible for payment of the Current Year Taxes when due after Closing, with no further settlement or adjustment after Closing.

15. **Rollback Taxes.** The Property has been taxed at a reduced value under the Tennessee Greenbelt Law. Buyer shall be responsible for the payment of any rollback taxes if Buyer converts the Property to a non-qualifying use or otherwise takes any action that disqualifies the Property (or fails to take any action necessary to qualify the Property) under the Greenbelt Law.

16. **Delivery of Possession.** Possession of the Property shall be delivered to Buyer at Closing, subject to the Permitted Exceptions.

17. **Risk of Loss.** The Property shall be conveyed at Closing in substantially its present condition and Seller assumes the risk of loss and 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 prior to Closing; and (c) loss covered by Seller's insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss.

18. **Condition of Property; Acknowledgment of Buyer.** Buyer is responsible for having completed all desired inspections of and investigations with respect to the Property prior to bidding at the Auction. Buyer acknowledges and represents to Seller that Buyer has either completed all such inspections and investigations or has knowingly and willingly elected to purchase the Property without having completed such inspections and investigations. In either case, Buyer assumes all risks and agrees to purchase and acquire the Property in "as is" condition. 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.

19. **THE PROPERTY IS SOLD "AS IS". ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY, INCLUDING ANY WARRANTY OF MERCHANT-**

ABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SELLER, THE AUCTION COMPANIES OR THEIR RESPECTIVE REPRESENTATIVES AND AGENTS BE LIABLE FOR CONSEQUENTIAL DAMAGES. Without limiting the foregoing provisions, Seller, the Auction Companies and their respective agents and representatives disclaim any representation or warranty with regard to acreages, zoning matters, water rights, location or availability of utilities, availability of permits (including building, driveway, water/well or other permits), whether or not the Property qualifies for any specific use or purpose and/or the accuracy of any third party reports or materials provided in connection with the Auction or this Agreement.

20. **Remedies; Buyer Default.** The term “**Buyer Default**” refers to 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, it would be impractical and extremely difficult to calculate the damages which Seller may suffer and that the liquidated damages amount provided above is a reasonable estimate of the total net economic detriment that Seller would suffer due to a Buyer Default. If this liquidated damages provision is adjudicated as unenforceable, all other remedies shall be available to Seller, in equity or at law, including the right to recover actual damages, plus attorney fees and specific performance.

(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 or Closing Agent holding the Earnest Money 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 shall have the right to: (i) 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; or (ii) terminate this Agreement in all respects by giving notice of such termination to Buyer.

21. **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 5, 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.

22. **Remedies; General.** Notwithstanding any other provision, if this transaction fails to close, the Escrow Agent or Closing Agent holding the Earnest Money 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 HEREBY 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 SALE AND PURCHASE OF THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

23. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or any 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.

24. **Notices.** A notice given to a party under this Agreement shall be in writing and either delivered in person or sent via US Certified Mail return receipt requested or via overnight delivery by a nationally-recognized commercial

courier regularly providing proof of delivery (such as FedEx or UPS) to the party's notification address as provided below. If email address(es) is/are provided with a party's notification address, a legible PDF copy of any notice to such party shall be sent to the email address(es) provided. A notice shall be effective as of the first business day after the notice has been sent in accordance with this paragraph. 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 John Stepleton, CFO, PO Box 126, Spencerville, OH 45887

With PDF copies sent via e-mail to: jstepleton@MLC-USA.com;
mmustard@btlaw.com;
will@mclemoreauction.com; and
RD@schraderauction.com

If to Buyer: The Buyer's address provided on the Signature Page.

25. **Agency; Sales Fee.** The Auction Companies and their respective agents and representatives are acting solely on behalf of, and exclusively as the agents for, the Seller. The commission due the Auction Companies shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and the Auction Companies from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Property as a result of Buyer's dealings with such other broker or person. This obligation of Buyer shall survive Closing.

26. **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.

27. **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.

28. **Miscellaneous Provisions.** The meaning ascribed to a capitalized term where it appears in this Agreement in bold font with quotation marks shall apply to such capitalized term as it used throughout this Agreement. Time is of the essence 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 may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. Execution of this Agreement or any counterpart includes, without limitation, execution and delivery via fax and/or email.

29. **Offer and Acceptance; Acceptance Deadline.** Buyer's highest 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 this Agreement, 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 September 27, 2016**. Acceptance by Seller shall include delivery of the Signature Page with Seller's signature in person or via fax or email to Buyer, to an agent or representative of Buyer and/or to an agent or representative of one or both of the Auction Companies within the time specified in this Section.

[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, depicted and described by reference to the same tract number(s) in the attached **Exhibit A**, being one or more of the tracts in Van Buren County in in the State of Tennessee offered at the Auction conducted on this date, and being the Purchased Tract(s) for purpose of this Agreement.

Bid Amount: \$ _____ **Earnest Money:** \$ _____

4% Buyer's Premium: \$ _____ (pay to "Sovereign Title and Escrow, LLC")

Purchase Price: \$ _____

SIGNED BY BUYER on the 26th day of September, 2016:

Printed Name of Buyer, Co-Buyer or Buyer Entity

Printed Name of Buyer, Co-Buyer or Buyer Entity

Signature

Signature

Office or Capacity (if signing on behalf of a Buyer Entity)

Office or Capacity (if signing on behalf of a Buyer Entity)

(Buyer's Address)

(City, State, Zip)

(Buyer's Telephone Number)

(Buyer's Email Address)

(Buyer's Lender, if any)

ACCEPTED BY SELLER on the _____ day of September, 2016:

OHIO DECORATIVE PRODUCTS LLC

By: _____

Print: _____

Office or capacity: _____

RECEIPT OF EARNEST MONEY: As of the _____ day of _____, 2016, the Earnest Money in the amount written above has been received by the undersigned, to be held in escrow pursuant to the terms of the foregoing Agreement.

SOVEREIGN TITLE AND ESCROW, LLC

By: _____

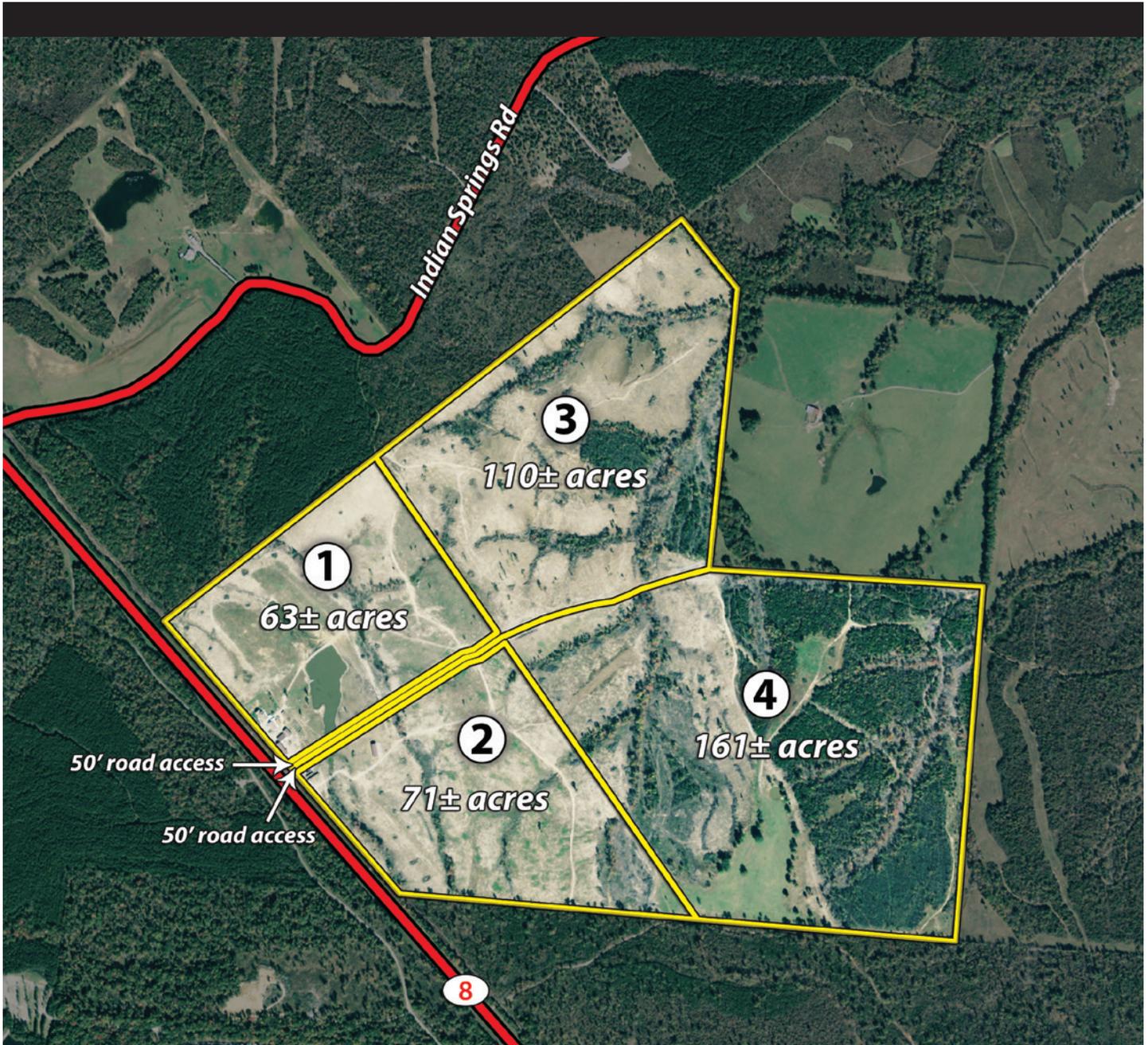
Print: _____

EXHIBIT A Page 1 of 3

Auction Tract Map & Descriptions

Buyer: _____

Seller: _____



Tracts 1-4: Together, Tracts 1 through 4 consist of approximately 405.57± acres in Van Buren County, Tennessee, as more particularly described on pages 2 and 3 of this Exhibit A.

Tract 1: Approximately 63± acres as depicted in the auction tract map shown above, being a part of the real estate described on pages 2 and 3, to be described by survey if applicable.

Tract 2: Approximately 71± acres as depicted in the auction tract map shown above, being a part of the real estate described on pages 2 and 3, to be described by survey if applicable.

Tract 3: Approximately 110± acres as depicted in the auction tract map shown above, being a part of the real estate described on pages 2 and 3, to be described by survey if applicable.

Tract 4: Approximately 161± acres as depicted in the auction tract map shown above, being a part of the real estate described on pages 2 and 3, to be described by survey if applicable.

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

Legal Description for Auction Tracts 1 through 4, combined:

A certain tract or parcel of land located in the 4th Civil District of Van Buren County, Tennessee, and further described as follows, to-wit:

All that tract or parcel of land lying and being in the 4th Civil District of Van Buren County, Tennessee, and adjoining Rocky River Road and State Highway 8 and containing 1,013.20 acres, according to a survey for Guy Price by Miles Gordon Smith, Tennessee Registered Land Surveyor No. 381, dated August 12, 1999, and being more particularly described according to said survey as follows: BEGINNING at a metal post on the northeast right-of-way of State Highway 8 at the northwest corner of Hughes (Deed Book 8-R, Page 221) and the southwest corner of the tract herein conveyed; running thence along the northeast right-of-way of State Highway 8 North 37 degrees 34 minutes 13 seconds West 633.02 feet to a concrete right-of-way marker; thence continuing along said right-of-way North 37 degrees 34 minutes 31 seconds West 2,000.77 feet to a concrete right-of-way marker; thence continuing along said right-of-way North 37 degrees 34 minutes 31 seconds West 3.26 feet to a iron pin; thence leaving said right-of-way run thence North 55 degrees 00 minutes 00 seconds East 9,095.10 feet to an iron pin on the southwest right-of-way of Rocky River Road (40-foot right-of-way); thence along the southwest right-of-way of Rocky River Road South 27 degrees 59 minutes 24 seconds East 759.42 feet to a point; thence continuing along said right-of-way along a curve having a radius of 1,367.62 feet, a chord of South 37 degrees 17 minutes 27 seconds East 439.26 feet and having an arc length of 441.17 feet to a point; thence continuing along said right-of-way South 46 degrees 32 minutes 29 seconds East 657.71 feet to a point; thence leaving the right-of-way of Rocky River Road and continuing along the northwest right-of-way of Carl Hillis Road (30-foot right-of-way) along a curve having a radius of 50 feet, a chord bearing of South 08 degrees 29 minutes 57 seconds East 61.62 feet and an arc length of 66.40 feet to a point; thence continuing along said right-of-way South 29 degrees 32 minutes 35 seconds West 149.13 feet; thence continuing South 47 degrees 47 minutes 14 seconds West 395.23 feet; thence South 52 degrees 05 minutes 35 seconds West 313.60 feet; thence continuing South 63 degrees 57 minutes 01 second West 573.15 feet; thence South 51 degrees 50 minutes 55 seconds West 277.13 feet; thence continuing South 57 degrees 13 minutes 04 seconds West 146.80 feet; thence South 50 degrees 10 minutes 46 seconds West 145.61 feet; thence South 46 degrees 18 minutes 38 seconds West 725.23 feet; thence South 36 degrees 18 minutes 37 seconds West 182.85 feet; thence South 33 degrees 05 minutes 13 seconds West 265.45 feet; thence South 56 degrees 27 minutes 21 seconds West 17.07 feet to a point in the east line of Johnson (Deed Book 6, Page 226); thence leaving the right-of-way of Carl Hillis Road and along the east line of Johnson North 07 degrees 13 minutes 43 seconds East 221.60 feet to a metal post at Hillis' (Deed Book 27-N, Page 108) southeast corner; thence with Hillis North 07 degrees 12 minutes 44 seconds East 84.99 feet to a concrete marker at Hillis' northeast corner; thence North 83 degrees 04 minutes 06 seconds West 254.98 feet to an Iron pin at Hillis' northwest corner; thence leaving Hillis and running with Johnson North 83 degrees 04 minutes 11 seconds West 1,715.22 feet to a concrete marker; thence along Johnson's west line South 07 degrees 44 minutes 26 seconds West 1,980.49 feet to a concrete marker at Johnson's southwest corner; thence running South 82 degrees 53 minutes 02 seconds East 1,987.90 feet to a concrete marker at Johnson's southeast corner; thence along Johnson's east line North 07 degrees 13 minutes 43 seconds East 1,640.55 feet to a point; thence leaving Johnson and running along the southeast right-of-way of Carl Hillis Road North 56 degrees 27 minutes 21 seconds East 49.14 feet; thence North 33 degrees 05 minutes 13 seconds East 270.81 feet; thence North 36 degrees 18 minutes 37 seconds East 179.38 feet; thence North, 46 degrees 18 minutes 38 seconds East 721.59. feet; thence North 50 degrees 10 minutes 46 seconds East 142.75 feet; thence North 57 degrees 13 minutes 04 seconds East 146.36 feet; thence North 51 degrees 50 minutes 55 seconds East 275.35 feet; thence North 63 degrees 57 minutes 01 second East 573.08 feet; thence North 52 degrees 05 minutes 35 seconds East 317.84 feet; thence North 47 degrees 47 minutes 14 seconds East 401.18 feet; thence North 29 degrees 32 minutes 35 seconds East 121.73 feet; thence along a curve having a radius of 50 feet, a chord of North 81 degrees 30 minutes 03 seconds East 78.76 feet and an arc length of 90.68 feet to a point on the southwest right-of-way of Rocky River Road; thence

leaving said right-of-way of Carl Hillis Road and running thence along the southwest right-of-way of Rocky River Road South 46 degrees 32 minutes 29 seconds East 1,963.95 feet to an iron pin; thence leaving said right-of-way run South 17 degrees 54 minutes 55 seconds West 5,532.25 feet to a railroad rail in Hughes' north line; thence along Hughes' North 82 degrees 39 minutes 06 seconds West 6,819.75 feet to a metal post on the northeast right-of-way of State Highway 8 and POINT OF BEGINNING.

Said property is conveyed subject to a 30-foot wide ingress-egress easement extending from the northwest right-of-way of Carl Hillis Road to the east line of Hillis as shown on said survey.

The conveyance above is made expressly subject to all reservations, exclusions, exceptions and encumbrances as set forth in the deed from J.M. Huber Corporation to Southern Pine Plantations of Florida, Inc., in Book 8, page 552, Register's Office, Van Buren County, Tennessee, including, but not limited to, the permitted encumbrances on Exhibit "B" to the same, all of which reservations, exclusions, exceptions and encumbrances are incorporated herein by reference as if fully copied herein verbatim.

There is assigned and conveyed herein, however, by the Grantor, all rights assigned and conveyed to the Grantor by the J. M. Huber Corporation, at Deed Book 8, page 552, Register's Office, Van Buren County, Tennessee, including all rights assigned and conveyed to grantor by J. M. Huber Corporation as set forth in the "Assignment of Lessor's Rights under Mining Lease," the same being Exhibit "C" to the aforementioned deed, all terms, provisions and exhibits of said deed relevant to said right being incorporated herein by reference as if fully copied herein verbatim, but notwithstanding any provision herein to the contrary, the rights contemplated above are assigned and conveyed by the Grantor herein only to the extent that the Mining Lease referenced above affects the real property conveyed by this instrument.

ALSO INCLUDED HEREIN BUT EXPRESSLY EXCLUDED IS THE FOLLOWING PROPERTY:

1. An out conveyance of 135.71 acres to Walter L. Hills, et ux., in Book 10, page 435 and Book 10, page 571. Register's Office of Van Buren County, TN.
2. An out conveyance of 40 acres to Kendall Morgan in Book 10, page 439, Register's Office of Van Buren County, TN; and
3. An out conveyance of 431.92 acres to Christopher L. Mason in Book 14, page 147, Register's Office of Van Buren County, Tennessee.

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

Buyer(s): _____

Seller: _____

EXHIBIT B

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

and

MCLEMORE AUCTION COMPANY, LLC

(collectively, the "Auction Companies")

Date: September 26, 2016

Owner: Ohio Decorative Products LLC

SCHRADER REAL ESTATE AND AUCTION COMPANY and MCLEMORE AUCTION COMPANY welcome you to bid YOUR price on the real estate offered at this auction.

PART A - BIDDING PROCEDURES TO KEEP IN MIND:

1. All bidding is open to the public. You will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one-time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.
2. The property is offered as four tracts, each of which is depicted and identified by tract number in Exhibit A which is included in your Bidder's Packet. You may bid on any tract or combination of tracts or the entire property. Bidding will remain open on individual tracts and all combinations until the close of the auction.
3. Bidding will be on a lump sum basis. Minimum bids are at the 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 final bid(s) are subject to Seller's acceptance or rejection. Any final bid may be accepted on the evening of the auction or the following day.

PART B - TERMS OF SALE OUTLINED:

6. A Buyer's Premium equal to 4% of the high bid amount will be charged to the Buyer and added to the bid amount to arrive at the contract purchase price.
7. 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. The balance of the purchase price is due in cash at closing.
8. The closing will be scheduled in accordance with the terms of the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before

October 26, 2016 (or November 22, 2016 with respect to any closing for which a new survey is ordered in accordance with the Agreement to Purchase).

9. The closing agent's fee for an administered closing will be shared equally (50:50) between Buyer and Seller. Buyer will pay the real estate transfer tax and all costs related to any loan obtained by Buyer.
10. Real estate taxes and assessments shall be prorated to the date of closing.
11. The property has been taxed at a reduced Greenbelt value. Buyer shall pay any rollback taxes if Buyer converts the property to a non-qualifying use or takes any action that disqualifies the property (or fails to take any action necessary to qualify the property) under the Greenbelt Law.
12. The deed and owner's title insurance is to be furnished at Seller's expense in accordance with the terms of the Agreement to Purchase. The title is to be conveyed and the title insurance is to be issued free and clear of liens (except current taxes), but subject to all easements, mineral reservations and all other "Permitted Exceptions" which are described in Section 8 of the Agreement to Purchase.
13. Preliminary title insurance schedules dated August 23, 2016 have been prepared by Sovereign Title and Escrow, LLC and are available for your review in the auction display area.
14. Seller is not reserving (and Seller does not claim to own) any interest with respect to minerals. No warranty or representation is made as to the ownership of any minerals. Buyer agrees to acquire the Property subject to all outstanding mineral rights, including but not limited to a prior oil, gas, coal and royalty reservation by J.M. Huber Corporation as disclosed in the preliminary title insurance schedules.
15. Possession shall be delivered at closing.
16. If all four tracts are sold together as a whole unit, it is expected that the property will be conveyed using the existing legal description and a new survey shall not be obtained unless necessary in order to record the conveyance or otherwise deemed necessary or appropriate in Seller's sole discretion, as provided in the Agreement to Purchase.
17. If the entire auction property is not sold as a whole unit, a new survey shall be obtained for each closing.
18. If a new survey is obtained, the survey will be ordered by a representative of the Seller and the survey costs shall be shared equally (50:50) between Buyer and Seller. Should a survey be required and the same survey serves to provide for transfer of another tract to purchaser other than Buyer, Buyer's 50% share of the cost of the survey shall be split equally among the affected purchasers. Any survey of adjacent tracts purchased in combination will be for the perimeter only.
19. If a new survey is obtained in accordance with the foregoing provisions, the purchase price shall be adjusted proportionately to reflect the difference, if any, between the advertised acres (as shown in Exhibit A) and the gross acres shown in

the survey; provided, however, that no such adjustment shall be made with respect to Tract 1 or any combination that includes Tract 1.

20. If Buyer disputes the location of a surveyed boundary or any other boundary, Seller shall have the right (but shall not be required) to terminate the purchase contract by giving written notice of termination to Buyer and, in the event of such termination, the earnest money shall be refunded to Buyer and the Buyer shall have no further rights with respect to the property and/or the purchase contract.
21. Boundary lines and auction tract maps depicted in Exhibit A and the auction marketing materials are approximations provided for illustrative purposes only. Flags and lath posted prior to the auction indicate approximate locational references only. Such maps and markers are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
22. The advertised acres (as shown in Exhibit A) are approximately based on the total acres shown in the property tax assessment data and the existing legal description and an approximate, provisional allocation of the total between the individual auction tracts. No warranty or authoritative representation is made with respect to the number of acres included with any tract or set of tracts.
23. If Tract 3 is purchased separately from Tract 1, Tract 3 shall include fee simple ownership of a 50-foot wide corridor to Highway 8, as depicted in Exhibit A. Likewise, if Tract 4 is purchased separately from Tract 2, Tract 4 shall include fee simple ownership of a 50-foot wide corridor to the highway, as depicted in Exhibit A. In any event, the common boundary line between Tracts 3 and 4 shall approximately correspond with the centerline of the existing driveway, as determined by the surveyor. If Tracts 3 and 4 are combined, the combination shall include both 50-foot corridors, for a total width of 100 feet, and shall contain the existing driveway.
24. If applicable, the following new easement(s) shall be created within all or part of a 100-foot wide corridor having a centerline consisting of the entire common boundary (or would be boundary) between Tracts 3 and 4, as applicable according to the following provisions:
 - a. Unless Tracts 3 and 4 are sold together, Tracts 3 and 4 shall each have the benefit of a reciprocal easement for ingress and egress, including the right to use and maintain the existing drive, within the entire length and width of the 100-foot wide corridor.
 - b. Unless Tracts 1, 3 and 4 are sold together, Tract 1 shall have the benefit of an easement for ingress and egress, including the right to use and maintain the existing drive, within all or such portion of the width of the 100-foot wide corridor that is not acquired in combination with Tract 1. The easement corridor serving Tract 1 shall be limited to the west end of the corridor for such distance as the surveyor determines to be appropriate in order to facilitate access from Hwy. 8 to the buildings on Tract 1.

- c. Unless Tracts 2, 3 and 4 are sold together, Tract 2 shall have the benefit of an easement for ingress and egress, including the right to use and maintain the existing drive, within all or such portion of the width of the 100-foot wide corridor that is not acquired in combination with Tract 2. The easement corridor serving Tract 2 shall be limited to the west end of the corridor for such distance as the surveyor determines to be appropriate in order to facilitate access from Hwy. 8 to the first intersecting drive on Tract 2.
 - d. The new easement(s) shall be shown in the survey(s). Seller shall pay half of the survey costs associated with the new easement(s), with the balance being shared equally between the respective Buyers of the benefited tracts.
 - e. The new easement(s) shall be created by grant and/or reservation in the deed(s) and/or pursuant to a separate instrument prepared by an attorney on behalf of the Seller prior to closing and all parties hereby agree to execute and record (and/or hereby consent to the execution and recording of) such instrument(s).
25. The owner of an adjoining property to the northwest of Tract 1 has contacted the Auction Company regarding a fence located near the northwest end of the common boundary between Tracts 1 and 3. The owner of the adjoining property indicates that the fence is located approximately 18 inches on the adjoiner's side of the adjoiner's corner pin. All Buyers agree to acquire their respective tracts subject to and notwithstanding any existing rights and/or obligations with respect to any existing fence. Seller shall have no obligation regarding any fence.
26. Information booklets have been provided to prospective buyers in printed form 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 surety[®] soil and topography maps and property tax information. Although believed to be from reliable sources, such information is subject to verification by the prospective buyer and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Seller and the Auction Companies disclaim any warranty or liability for the information provided.
27. Your bids are to be based solely upon your inspection. All property is sold "AS IS" without any warranty. Without limiting the foregoing, Seller, the Auction Companies and their respective agents and representatives make no warranty with respect to: any specific zoning classifications or that the property qualifies for any specific use or purpose; availability or location of utilities; availability of building, driveway, water or septic permits; or any information or materials prepared or provided by any third party regarding the auction property.
28. The refrigerator and stove are included with the sale of the home on Tract 1. No other personal property is included in the sale.
29. Deeds shall be recorded in the order designated by the Seller.
30. At the close of the auction, the high bidder(s) will be required to execute a purchase contract in the form of the Agreement to Purchase, Exhibit A and Exhibit B provided

in each Bidder's Packet. 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.

31. Schrader Real Estate and Auction Company, Inc., McLemore Auction Company, LLC, and their respective agents and representatives are exclusively the agents of Seller and do not represent any Buyer.
32. Time is of the essence. All terms and conditions of the Agreement to Purchase and Exhibit B shall survive the closing. The Agreement to Purchase and this Exhibit B shall be construed as a whole and shall be harmonized to the extent possible. However, if any provision of this Exhibit B is incompatible with a provision of the Agreement to Purchase, the provision of this Exhibit B shall control.

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.**