

AGREEMENT TO PURCHASE

DATE: October 28, 2020

I/We the undersigned Buyer(s) ("Buyer") offer to purchase Tract(s) _____, being approx. _____ (±) acres of land in Allen County, Indiana, as identified by reference to the same tract number(s) in the attached **Exhibit A** (the "Property"), and being one or more of the tracts put up for bids at the public auction conducted on this date by Schrader Real Estate and Auction of Fort Wayne, LLC ("Auction Company"). This offer incorporates the terms and conditions set forth herein, the Revised Auction Tract Map(s) attached as **Exhibit A**, the auction announcements attached as **Addendum A**, and (if Buyer so elects) the Pre-Closing Access Addendum attached as **Addendum B** (collectively, this "Agreement"). For purposes of this Agreement, "Seller" collectively refers to: (i) the Co-Personal Representatives of the Estate of Wilmer F. Rohrbach ("Estate"); and (ii) if the Property includes any of Tracts 1, 2, 5, 6, 7 &/or 8, the Co-Trustees of the Julia A. Rohrbach Testamentary Credit Shelter Trust ("Trust").

1. **PURCHASE PRICE.** The purchase price is \$ _____, to be paid via wired funds at closing (plus expenses charged to Buyer, less applied Earnest Money and any other credits due Buyer, as provided in this Agreement). The purchase price shall be adjusted at closing if and only if an adjustment is applicable in accordance with the terms of Addendum A.
2. **EARNEST MONEY.** Concurrently with this offer, Buyer shall deliver to Auction Company the sum of \$ _____ (the "Earnest Money"), to be held in escrow, delivered to the closing agent at or prior to closing, and applied to the purchase price at closing.
3. **TAXES AND ASSESSMENTS.** Real estate taxes and special assessments that are or will be assessed against any tax parcel that includes any part of the Property ("Taxes") shall be withheld from Seller's proceeds at closing and paid directly to the county treasurer to the extent any such Taxes are due and payable in November 2020 (or earlier) and unpaid at the time of closing. The 2020 Taxes due in 2021 shall be estimated based on 100% of the 2019 taxes billed in 2020 and the amount thus estimated, to the extent attributed to the Property, shall be paid by Seller via credit against the sums due from Buyer at closing; provided, however, if this sale involves a tax parcel split, 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 county treasurer as an estimated prepayment of the 2020 Taxes. 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 the Property and other real estate, Buyer shall cooperate with the owner(s) of such other real estate to facilitate timely payment of the balance due and Buyer shall pay the portion attributed to the Property.
4. **SURVEY.** A new survey shall be obtained if and only if obtained in accordance with the provisions of Addendum A.
5. **DEED; TITLE INSURANCE.** The Property shall be conveyed (subject to the Permitted Exceptions) by the applicable form(s) of fiduciary's deed to be furnished at Seller's expense. Seller shall furnish a commitment, updated to a date after the Auction and prior to closing, for the issuance of a standard owner's title insurance policy in the amount of the purchase price insuring marketable title to the Property in Buyer's name, subject to standard exceptions, conditions and requirements and subject to the Permitted Exceptions (the "Final Title Commitment"). At closing, Seller shall pay for the cost of issuing a standard owner's title insurance policy in accordance with the Final Title Commitment.
6. **PERMITTED EXCEPTIONS.** Buyer agrees to accept title, title insurance and any survey subject to and notwithstanding any of the following matters (collectively, the "Permitted Exceptions"): (a) existing roads, utilities and drains; (b) any visible or apparent use; (c) any variation between a deeded boundary line and a fence line, field line, ditch line or other visible or apparent occupancy or occupancy line; (d) any easement, condition, restriction or other matter of record (except liens); (e) any outstanding right or severance as to minerals; (f) any recorded oil and gas lease, active or not; (g) a lien for property taxes or assessments not yet payable; (h) any matter disclosed in this Agreement; and/or (i) any matter (except liens) referenced or shown in the preliminary title insurance schedules &/or pre-auction surveys described in Addendum A.
7. **CLOSING.** Closing shall be held on or before November 30, 2020 (or as soon as possible after said date upon completion of the survey, if applicable, the Final Title Commitment and Seller's closing documents). The closing shall be held at the office of **Metropolitan Title of Indiana**, 9604 Coldwater Rd., Ste. 105, Fort Wayne, IN, or otherwise as mutually agreed. If Seller is unable to convey the Property in conformance with the requirements of this Agreement, either party may terminate this Agreement by written notice to the other and, in the event of such termination by either party, Buyer shall receive the Earnest Money as Buyer's sole and exclusive remedy; provided, however, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure the nonconformity and Seller shall have the right to extend the closing date for up to 30 days after receiving such notice in order to cure such nonconformity.
8. **POSSESSION.** Possession shall be delivered in accordance with Addendum A.
9. **THE PROPERTY IS SOLD "AS IS, WHERE IS", WITHOUT ANY WARRANTY OF ANY KIND AS TO THE CONDITION OF THE PROPERTY OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.**
10. **REMEDIES.** If the Earnest Money is not effectively paid in accordance with this Agreement or if this sale fails to close due to Buyer's default (each a "Buyer Default"), Seller shall have the right to recover 10% of the purchase price as liquidated damages and the right to give notice terminating Buyer's right to acquire the Property (without prejudice to the right to recover liquidated damages). Upon such termination, Seller shall have the absolute and unconditional right to re-sell the Property free and clear of any right or claim of Buyer. Buyer agrees that 10% of the purchase price is fairly proportionate to the amount of Seller's damages due to a Buyer Default, which damages would otherwise be uncertain and difficult to ascertain. If such liquidated damages are adjudicated as unenforceable, Seller may recover actual damages plus attorney fees and expenses. If this sale fails to close due to Seller's default: (a) Buyer shall have the right to demand and receive a refund of the Earnest Money and, upon such demand and receipt, this Agreement shall be terminated in all respects; or (b) at any time prior to such termination, Buyer may elect instead to seek specific performance. If this sale fails to close, the Earnest Money shall be retained in escrow pending disbursement instructions: (i) signed by both parties (or by one party authorizing disbursement to the other); or (ii) in a final court order. In the event of a Buyer Default, Buyer agrees to sign and deliver a release of the Earnest Money for payment of the liquidated damages due Seller and, if Buyer fails to do so, Seller shall have the right to recover (in addition to any other recovery) attorney's fees and other expenses thereafter incurred by Seller in seeking to enforce any right or remedy. In a lawsuit to enforce a right or remedy under this Agreement, the prevailing party shall recover attorneys' fees and expenses and **ANY RIGHT TO A TRIAL BY JURY IS WAIVED**.
11. **1031 EXCHANGE.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of the Property as part of an exchange under 26 U.S.C. § 1031 ("Exchange"). This Agreement may be assigned for purposes of an Exchange, but the assignor shall not be released from any obligation. A party is not required to assume or incur any additional obligation in connection with another party's Exchange.
12. **GENERAL PROVISIONS.** Auction Company and its affiliated agents represent only Seller, not Buyer. This Agreement shall bind and benefit the parties and their respective heirs, personal representatives and successors. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property. Neither party is relying upon any other statement or promise and neither shall be bound by any purported oral modification or waiver. Time is of the essence. All terms and conditions of this Agreement shall be read and construed together as a harmonious whole and shall survive the closing. This Agreement may be executed in multiple counterparts, all of which together shall constitute the same instrument. The electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® shall have the same effect as the delivery of an original signature.
13. **ACCEPTANCE DEADLINE.** This offer shall be deemed automatically withdrawn and the Earnest Money shall be returned to Buyer if this offer is not accepted by Seller in writing on or before 11:59 pm on October 28, 2020.

Printed Name(s) of Buyer(s): _____

Signature(s) of Buyer(s): _____

Address: _____ **Phone:** _____

Deed to: _____ **Lender/Contact:** _____

EARNEST MONEY in the amt. of \$ _____ received by: _____ on _____, 2020

ACCEPTED BY SELLER on this 28th day of October, 2020:

Signing as Co-Personal Representatives of the Estate and (if the Property includes any of Tracts 1, 2, 5, 6, 7 &/or 8) as Co-Trustees of the Trust:

Sign: _____ (Doane A. Rohrbach) **Sign:** _____ (Larry L. Rohrbach)

EXHIBIT A

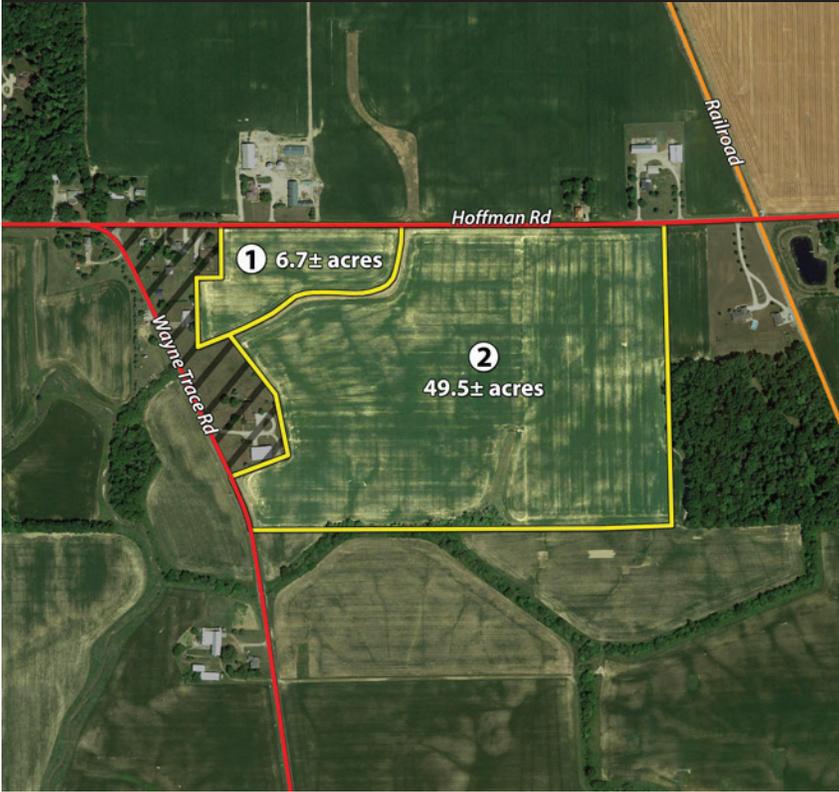
Revised Auction Tract Maps

Buyer(s): _____

Sellers: _____

Auction Date: October 28, 2020

**Pt. NE4 Sec. 11-T29N-R13E & pt. NW4 Sec. 12-T29N-R13E
(Marion Twp.) in Allen County, Indiana**



**Pt. NW4 Sec. 6-T29N-R14E (Madison Twp.)
in Allen County, Indiana**



**Pt. SE4 Sec. 33-T30N-R14E (Jefferson Twp.) & pt. NE4 Sec.
4-T29N-R14E (Madison Twp.) in Allen County, Indiana**



**Pt. SE4 Sec. 4-T29N-R13E (Marion Twp.) in
Allen County, Indiana**



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

Buyer(s): _____

Sellers: _____

ADDENDUM A

SCHRADER REAL ESTATE AND AUCTION OF FORT WAYNE, LLC

Date: October 28, 2020

Owners: Wilmer F. Rohbach Estate; Julia A. Rohrbach Testamentary Credit Shelter Trust

Sale Manager: Mike Roy

SCHRADER REAL ESTATE AND AUCTION OF FORT WAYNE, LLC 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, except that Tract 10 is a "swing tract" and may be purchased only by an adjoining landowner or as part of a tract combination that includes Tract 9.
3. Bidding will remain open on individual tracts and combinations until the close of the auction. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
4. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.
5. The Sellers are present and we anticipate that the top bid(s) at the close of the auction will be accepted. The final bid(s), however, are subject to the Sellers' acceptance or rejection.

PART B - TERMS OF SALE OUTLINED:

6. A cash down payment 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 down payment. 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 November 30, 2020.

8. The closing agent's fee to administer the closing will be shared equally (50:50) between Buyer and Sellers. Buyer will pay all costs of any loan obtained by Buyer.
9. Sellers will pay all property taxes and assessments due in November of 2020. Sellers will also pay the estimated amount of the 2020 taxes (due in 2021) at the time of closing in accordance with the Agreement to Purchase. Buyer will then pay all taxes and drainage assessments that become due after closing.
10. At closing, Sellers will furnish the deed and owner's title insurance at Sellers' expense in accordance with the terms of Section 5 of the Agreement to Purchase. As an update to the marketing materials, the property will be conveyed by the appropriate forms of fiduciary deed.
11. Preliminary title insurance schedules dated September 4, 2020 have been prepared by Metropolitan Title of Indiana and are available to review in the auction display area, along with copies of the recorded documents listed as exceptions.
12. Buyer agrees to acquire the purchased tract(s) subject to all easements and all other "Permitted Exceptions" as defined in Section 6 of the Agreement to Purchase.
13. Possession shall be delivered at closing, subject to the removal of any crops remaining on the purchased tract(s). As an update to the marketing materials, there are no crops remaining on any tracts except Tracts 3 and 4. Sellers are retaining all rights to any income relating to the 2020 crops.
14. Buyer may elect to begin farming activities prior to closing in accordance with the terms of the Pre-Closing Access Addendum which is included in your Bidder's Packet as Addendum B. In order to begin farming activities prior to closing, Buyer must sign and comply with Addendum B and deliver an additional 10% down payment (for a total of 20%). Addendum B does not permit entry upon Tracts 3 and 4 until the 2020 crops have been removed.
15. As an update to the marketing materials, pre-auction surveys have been completed by Donovan Engineering in October of 2020 showing the perimeter boundaries of the following pairs of tracts without the interior tract division lines: Tracts 1 & 2; Tracts 3 & 4; Tracts 5 & 6; Tracts 7 & 8; and Tracts 9 & 10. Copies of the pre-auction surveys are available to review in the auction display area.
16. A post-auction survey shall be obtained for any tract that is sold apart from the other tract included in the same pre-auction survey (hereinafter referred to as a "split tract"). The post-auction survey of any split tract shall be ordered by the Auction Company and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Sellers.
17. All costs of the pre-auction surveys and any post-auction survey(s) obtained in accordance with this Addendum A will be allocated between the respective closings and the portion allocated to each closing shall be shared equally (50:50) by Sellers and Buyer.

18. As shown in Exhibit A, the acre estimates have been revised for purposes of the auction as follows:

	Advertised (±)	Revised (±)		Advertised (±)	Revised (±)
Tract 1:	7	6.7	Tract 6:	48	48.9
Tract 2:	50	49.5	Tract 7:	25	24.5
Tract 3:	14	14.2	Tract 8:	14	13
Tract 4:	4	4	Tract 9:	5	5
Tract 5:	30	29.8	Tract 10:	5	5
			Total:	202	200.6

19. The acres shown in Exhibit A are approximate and have been estimated based on the acres shown in the pre-auction surveys and an approximate, provisional allocation between the potential split tracts. No warranty or authoritative representation is made as to the number of acres included with any tract or set of tracts.
20. For any purchase that includes one or more split tract(s), the purchase price shall be adjusted proportionately to reflect the difference between the pre-auction acre estimate and the final acres. For purposes of the foregoing provision: (a) the “pre-auction acre estimate” refers to the acre estimate(s) shown in Exhibit A for all tract(s) included with the purchase; and (b) the “final acres” refers to the gross acres shown in the post-auction survey(s) of the split tract(s) included with the purchase, plus the acre estimates shown in Exhibit A for any other tracts included with the purchase.
21. Advertised road frontages and tract depths are approximate. No warranty or authoritative representation is made as to the length of any road frontage or the depth or dimensions of any tract.
22. As an update to the marketing materials, and without limiting the foregoing disclaimer, the pre-auction surveys show less road frontage for the following tracts:
 Tract 2, Wayne Trace: 235’ per survey Tract 8, Maples Rd.: 1091’ per survey
 Tract 4, Rohrbach Rd.: 326’ per survey Tract 8, Gerardot Rd.: 225’ per survey
23. In the auction brochure and other marketing materials, the aerial auction tract maps are out of proportion and appear stretched horizontally. The aerial images and tract boundaries are more accurately depicted in Exhibit A.
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 Sellers’ 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, Sellers may elect instead to enforce the purchase contract according to its terms.

26. **Tracts 9 & 10:**

- a. Tracts 9 and 10 are subject to certain deed restrictions attached to a deed recorded on April 12, 2013. A copy of these restrictions are available to review in the auction display area.
 - b. Tracts 9 and 10 do not have direct abutting access to a public road. The pre-auction survey shows a 50-foot wide easement corridor along the east lines of Tracts 9 and 10 and the east part of the north line of Tract 10. This easement corridor is referenced and depicted in two separate documents, both entitled "Dedication of Private Access Agreement" and both recorded on April 23, 2001. Copies of these documents are available to review in the auction display area. According to these documents and the exhibits attached thereto, it appears that:
 - i. The west half and south half of the 50-foot wide easement corridor provides "exclusive access for two (2) parcels only", including the parcel comprising Tracts 9 and 10 (combined) and another parcel to the north of Tract 10.
 - ii. The east half and north half of the 50-foot wide easement corridor provides "exclusive access" for two other parcels.
 - c. The pre-auction survey does not show the location of the existing private road. However, the county GIS map appears to show most of this road to be within the east half of the 50-foot wide easement corridor. No promise, representation or warranty is made as to the location of the existing private road in relation to any part of the 50-foot wide easement corridor.
 - d. The Buyer(s) of Tracts 9 and 10 agree to acquire the property subject to and notwithstanding any and all existing rights, obligations, limitations and/or restrictions with respect to: (i) the use of the easement corridors described above; (ii) the use, construction and/or maintenance of any private road serving Tracts 9 and/or 10; and/or (iii) any future development of or construction on Tracts 9 and/or 10. No promise, representation or warranty is made as to the existence or nature of any such rights, obligations, limitations and/or restrictions.
 - e. If Tracts 9 and 10 are not sold together, all benefits that would be appurtenant to Tracts 9 and 10 (combined), as one of the "two (2) parcels only" served by the west half and south half of the 50-foot wide easement, shall be **included with Tract 9 and excluded from Tract 10**. This provision shall be set forth as a covenant running with the land in the respective deeds conveying Tracts 9 and 10.
27. Information booklets (as updated from time to time throughout the marketing period) have been provided to prospective buyers in printed form and/or via download from the auction website and are available for further review in the auction information area. The information booklets include information obtained or derived from various sources, including soil maps, topography maps, flood zone maps, wetlands maps, tile maps and FSA information. Such information has been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, the Auction Company disclaims any warranty or liability for the information provided.

28. Your bids are to be based solely upon your inspection. All property is sold "AS IS" without any warranty. Without limiting the foregoing provisions, Sellers 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.
29. This auction is conducted on behalf of the fiduciaries of a decedent's estate and a trust. An heir or beneficiary of the estate or trust may bid on his or her own behalf.
30. It may be necessary to allocate the purchase price at closing between tract(s) that are co-owned by the estate and trust and tract(s) owned by the estate only. Any such allocation shall be determined solely by the Sellers.
31. At the close of the auction, each high bidder shall execute a purchase contract in the form provided in each Bidder's Packet, consisting of the Agreement to Purchase, Exhibit A, this Addendum A and, if Buyer so elects, Addendum B. The terms of these documents are non-negotiable.
32. 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 Sellers.
33. Schrader Real Estate and Auction of Fort Wayne, LLC and its agents and representatives are exclusively the agents of the Sellers.

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

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

ADDENDUM B
PRE-CLOSING ACCESS ADDENDUM

(Applies only if Buyer elects to have pre-closing access.)

This Addendum is executed in connection with an Agreement to Purchase, Exhibit A and Addendum A (collectively the "Purchase Agreement") pursuant to which the undersigned Buyer(s) (hereinafter "Buyer", whether one or more) has/have agreed to purchase from Seller the real estate identified in the Purchase Agreement (the "Property"), being one or more of the tracts in Allen County, Indiana put up for bids at the public auction conducted on October 28, 2020. For purposes of this Addendum, "Seller" collectively refers to: (i) the Co-Personal Representatives of the Estate of Wilmer F. Rohrbach ("Estate"); and (ii) if the Property includes any of Tracts 1, 2, 5, 6, 7 &/or 8, the Co-Trustees of the Julia A. Rohrbach Testamentary Credit Shelter Trust ("Trust").

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 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; *provided, however*, this license is subject and subordinate to the prior rights of the owner(s) of the 2020 crops; and (b) this license does not include the right to enter upon any field prior to the removal of the 2020 crops. This Addendum grants only a limited, temporary license under the terms and conditions stated herein. Nothing herein shall be construed to create or convey (and Buyer hereby disclaims) any leasehold interest, right of exclusive possession, or other legal or equitable interest in the Property by virtue of this Addendum.
2. **Authorized Activities.** As used herein, the term "Authorized Activities" refers to normal fall and winter crop farming activities in connection with the planting of winter wheat and/or in preparation for the Spring 2021 crop, such as soil testing, fertilizer application and/or fall tillage (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: (i) assumes all risk of Loss (as defined below); (ii) waives and releases any claim against Seller for any Loss; and (iii) agrees to defend, protect, indemnify and hold harmless Seller from and against (and to the extent paid by Seller, Buyer agrees to reimburse Seller for) any Loss and any and all liabilities, suits, actions, judgments, costs and expenses (including attorneys' fees and expenses) incurred by Seller in connection with any Loss. "Loss" means any injury to or death of any person and/or any damage to or loss of property (whether sustained by Buyer, Seller, or any other person or entity, and whether due to the fault of Buyer or others) directly or indirectly arising out of or resulting from or in any way connected with: (a) the Authorized Activities; (b) the entry upon the Property by Buyer; (c) the entry upon the Property by any other person in connection with the Authorized Activities and/or with the express, implied, actual or ostensive permission of Buyer; and/or (d) any breach of or default with respect to any obligation of Buyer under this Addendum. Buyer's obligation under this paragraph shall survive notwithstanding: (A) Buyer's acquisition of the Property at a Closing; (B) the failure of Buyer to acquire the Property for any reason; and/or (C) the termination of the Purchase Agreement and/or this Addendum for any reason. If Buyer consists of more than one individual and/or entity, Buyer's obligations under this paragraph shall be joint and several as between each such individual and/or entity.
5. **Insurance.** Buyer shall have and maintain general liability insurance coverage of not less than \$1,000,000 insuring against claims for bodily injury, death and/or property damage occurring in connection with Buyer's activities at the Property. Buyer shall provide Seller with proof of such insurance prior to conducting any Authorized Activities and shall maintain such insurance until the Closing.
6. **Buyer's Failure to Acquire Property.** If for any reason Buyer fails to acquire the Property pursuant to the Purchase Agreement: (a) the rights of Buyer under this Addendum shall terminate immediately and automatically as of the earliest time that Seller is no longer obligated to sell the Property pursuant to the terms of the Purchase Agreement; and (b) Buyer shall not be entitled to any reimbursement for Buyer's time, expenses and/or inputs in connection with any Authorized Activities.
7. **Additional Limitations and Conditions.** This Addendum shall not be recorded. The rights granted to Buyer in this Addendum may not be assigned, sold, transferred, leased, pledged or mortgaged by Buyer. Until Closing, Seller reserves all rights and privileges that are not inconsistent with the limited rights specifically granted to Buyer in this Addendum.
8. **Prospective Tenants; Third Parties.** Buyer 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: *Signing as Co-Personal Representatives of the Estate and (if the Property includes any of Tracts 1, 2, 5, 6, 7 &/or 8) as Co-Trustees of the Trust:*

Doane A. Rohrbach (date)

Larry L. Rohrbach (date)