SCHRADER REAL ESTATE AND AUCTION COMPANY, INC. 1-800-451-2709

AGREEMENT TO PURCHASE

Date: **February 18, 2026**

I/We the undersigned Buyer(s) ("Buyer") offer to purchase Tract(s) _______________, being approx. _________ (±) acres of land in St. Joseph County, Michigan, as identified by reference to the same tract number(s) in the attached **Exhibit A**, together with the improvements and permanent fixtures, if any, presently existing on said land (the "Property"), and being one or more of the tracts put up for bids via timed online auction conducted by Schrader Real Estate and Auction Company, Inc. ("Auction Company") on behalf of Seller. "**Seller**" collectively refers to Nathan Yoder and Karen Yoder (if this purchase includes Tract 1 and/or Tract 2) and/or Wilbur Allen Yoder, personally and as Trustee (if this purchase includes Tract 3). This offer incorporates the terms and conditions set forth herein, the Auction Tract Map and Survey Provisions attached as **Exhibit A**, and the bidding procedures and auction terms attached as **Addendum A** (collectively, this "Agreement").

$______________________________ + $______________________________ = $______________________________
(Bid Amount) (4% Buyer's Premium) (Purchase Price)

1. **PURCHASE PRICE.** The Purchase Price consists of the Bid Amount plus a 4% Buyer's Premium as shown above (subject to adjustment if and only if an adjustment is applicable in accordance with the terms of Addendum A). The Purchase Price shall 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.
2. **EARNEST MONEY.** Buyer shall deliver at least 10% of the purchase price to Auction Company as an earnest money deposit ("Earnest Money") on or before ***Thursday, February 19, 2026***, to be held in escrow and applied to the purchase price at closing.
3. **TAXES.** "Taxes" refers to ad valorem taxes and any special assessments that are or may become a lien against all or any part of the Property. "Seller's Taxes" refers to Taxes consisting of: (a) Winter Taxes and special assessments due in February 2026; and (b) all prior Taxes. Any unpaid Seller's Taxes (and related penalties) shall be withheld from Seller's proceeds at closing and paid directly to the appropriate tax collection official. Buyer shall then pay all Taxes becoming due after closing to the extent attributed to the Property. If this sale involves a tax parcel split, and if any Taxes are billed after closing as a combined lump sum with portions attributed to the Property *and other real estate*: (i) Buyer shall cooperate with the owner(s) of the other real estate to facilitate the timely payment of the balance due; (ii) Buyer shall pay the portion attributed to the Property based on a split calculation (if any) provided by the appropriate property tax official; and (iii) if an official split calculation is not available, Buyer shall cooperate with the owner(s) of the other real estate with respect to the allocation of the amount due based on an estimated split calculation using available assessment data.
4. **SURVEY.** A new survey shall be obtained if and only if obtained in accordance with the survey provisions of **Exhibit A**.
5. **DEED; TITLE INSURANCE.** The Property shall be conveyed by Warranty Deed (subject to the Permitted Exceptions), to be furnished at Seller's expense. Seller shall also furnish a commitment, updated to a date after the Auction and prior to closing, for the issuance of an ALTA standard coverage owner's title insurance policy in the amount of the purchase price insuring fee simple title to the Property in Buyer's name, free and clear of any material encumbrance that does not constitute a Permitted Exception (the "Final Title Commitment"). At closing, Seller shall pay for the cost of issuing a standard coverage owner's title insurance policy in accordance with the Final Title Commitment.
6. **PERMITTED EXCEPTIONS.** Buyer agrees to accept title and title insurance subject to and notwithstanding any of the following matters (each a "Permitted Exception"; 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 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 Addendum A; and/or (i) any matter (except liens) referenced or shown in the preliminary title insurance schedules described in Addendum A.
7. **CLOSING.** It is anticipated that the closing will be scheduled by mutual agreement and completed **on or before March 19, 2026**. In any event, Seller may arrange for the closing to be held on a date specified in an email or other written notice from Seller or Seller's agent to Buyer or Buyer's agent, and Buyer shall be obligated to close on the specified date if such date is not earlier than **March 19, 2026** and at least 7 days after: (a) sending such notice; and (b) completion of the survey (if applicable) and Final Title Commitment; *provided*, *however*, the closing is subject to obtaining any required approval of tracts and/or tract divisions by the township. The closing shall be held at and/or administered by the office of **Patrick Abstract and Title Office, Inc., 128 W. Main St., Centreville, MI (Tel: 269-467-9885)**.
8. **RISK OF LOSS.** The Property shall be conveyed at closing in substantially its present condition, normal wear and tear excepted. Seller assumes the risk of loss and damage until closing. Seller's insurance may be canceled as of the closing date.
9. **POSSESSION.** Possession shall be delivered in accordance with Addendum A. Seller shall pay for all utilities until possession is delivered.
10. **INCLUDED / EXCLUDED ITEMS.** Notwithstanding any other provision, this purchase includes or excludes any item that is specifically included or excluded according to Addendum A. Propane tanks are excluded unless otherwise provided.
11. **THE PROPERTY IS SOLD "AS IS", WITHOUT ANY WARRANTY OF ANY KIND AS TO ITS CHARACTER OR CONDITION OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.**
12. **REMEDIES.** In the event of nonpayment or ineffective payment of the Earnest Money and/or any other nonperformance, breach and/or default with respect to an obligation of Buyer under this Agreement ("Buyer Default"), Seller shall have the right to: (a) give notice terminating Buyer's right to acquire the Property (whereupon Seller shall have the absolute right to re-sell the Property free and clear of any right or claim of Buyer); and (b) recover 10% of the purchase price as liquidated damages. 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 shall recover actual damages plus attorney fees and expenses. If this sale fails to close due to Seller's default: (i) Buyer shall have the right to demand and receive a refund of the Earnest Money and, upon such demand and receipt, this Agreement shall terminate; or (ii) at any time prior to such termination, Buyer may elect instead to seek specific performance; *provided*, *however*, if the title or title insurance does not conform to (or if Seller is otherwise 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*, *further*, 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 60 days after receiving such notice in order to cure such nonconformity. If this sale fails to close, the Earnest Money shall be retained in escrow pending disbursement instructions: (A) signed by both parties (or by one party authorizing disbursement to the other); or (B) 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 (or, 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**.
13. **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. No party is relying upon any other statement or promise and no party shall be bound by any purported oral modification or waiver. Time is of the essence. All terms of this Agreement shall be read and construed together as a harmonious whole and, unless otherwise provided or required by the express terms of this Agreement, shall survive 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.
14. **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 before the end of the ***first business day after the close of bidding***.

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

Signature(s) of Buyer(s): ____

Buyer's Address: ____

Buyer's Tel: ______________________ Buyer's Email: ______________________

Deed to: ______________________ Lender/Contact: ______________________

ACCEPTED BY SELLER on this _________ day of February, 2026:

***If this purchase includes Tract 3*:**

Sign: ______________________________________
(Wilber Allen Yoder, personally and as trustee)

***If this purchase includes Tract 1 &/or Tract 2*:**

Sign: ______________________________________ (Nathan Yoder)

Sign: ______________________________________ (Karen Yoder)

EARNEST MONEY RECEIPT: Auction Company acknowledges receipt of the Earnest Money in the amount of $__________________________.

By: ______________________ **Print:** ______________________ **Date Received:** ______________________

EXHIBIT A

Buyer(s): ______________________

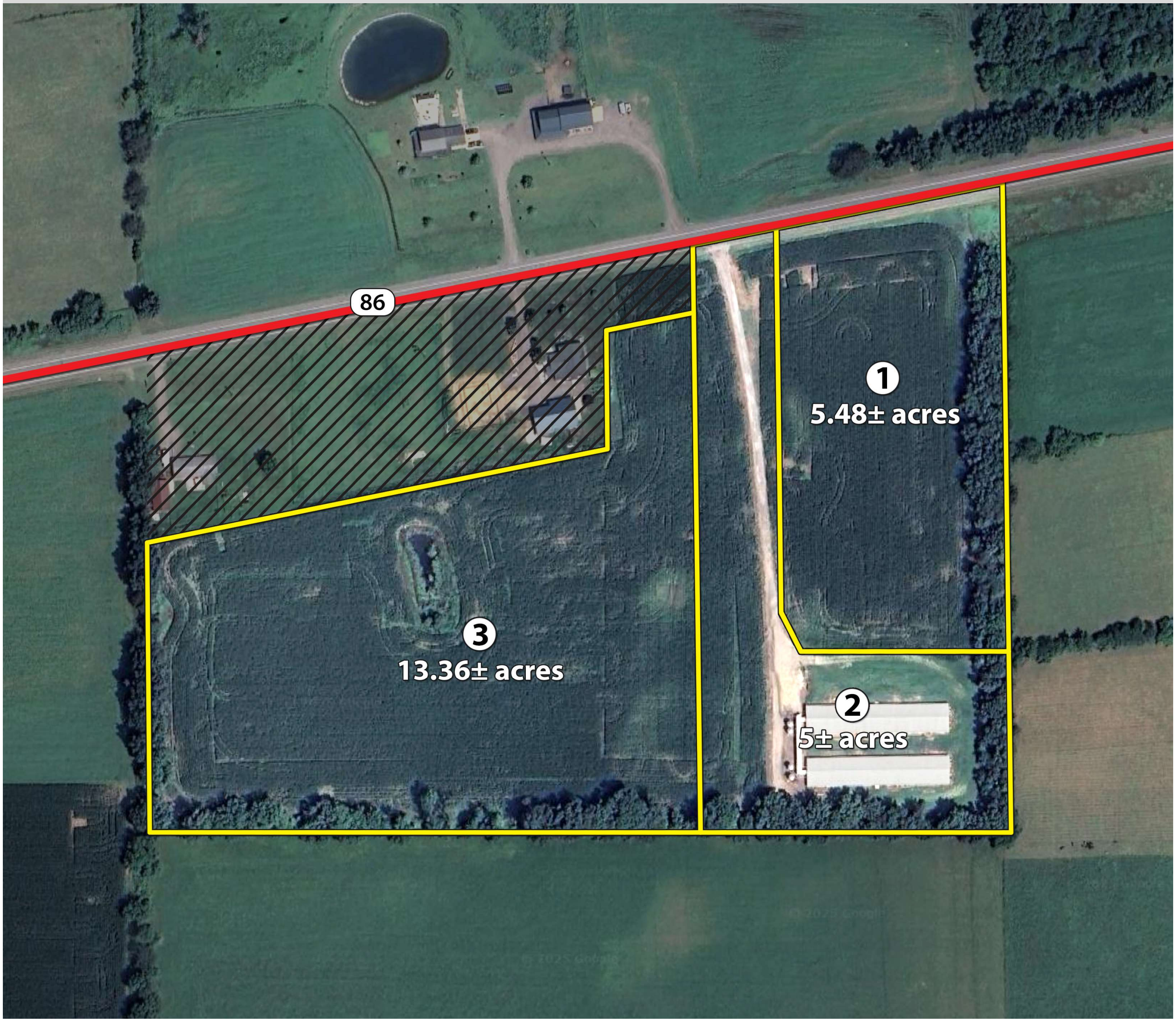
Seller(s): ______________________

Revised Auction Tract Map & Survey Provisions

Auction Date: 2/18/2026

Pt. NE¼ Sec. 18-T6S-R9W (Colon Twp.) in St. Joseph County, State of Michigan

Tracts 1 & 2: Tax Parcel ID # 002-018-003-60 • **Tract 3:** Tax Parcel ID # 002-018-003-00



Survey Provisions: A new post-auction survey of the land to be conveyed at any closing shall be obtained *if and only if*: (a) the conveyance will involve the creation of a new parcel; or (b) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (c) Seller elects to obtain a new survey for any other reason in Seller's sole discretion. If a new survey is obtained, the survey shall be ordered by the Auction Company and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. Any survey of adjacent tracts purchased in combination will show the perimeter boundaries of the surveyed land but will not show interior tract boundaries.

Boundary lines and acreages depicted in the marketing materials and 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 Addendum and
agree to these auction conditions.

Buyer(s): ________________________

Seller(s): ________________________

ADDENDUM A

BIDDING PROCEDURES AND AUCTION TERMS

For timed online auction conducted by:
Schrader Real Estate and Auction Company, Inc.

On behalf of: Nathan Yoder and Karen Yoder (as the owners of Tracts 1 & 2) and/or
Wilbur Allen Yoder, personally and as Trustee (as the owner of Tract 3)

(For any purchased tract or tract combination, "**Seller**" collectively
refers to the applicable owner or owners, whether one or more.)

Online Bidding Ends: February 18, 2026 at 5:00 p.m. (E.S.T.) *

(unless extended as provided below)*

PART A - BIDDING PROCEDURES:

1. Bidding is online only and is open to anyone who has:
   - Registered as a bidder and obtained an online bidding number for this auction through the online bidding platform **(https://bid.schraderauction.com)**;
   - Agreed to the Online Bidding Terms, as posted to the auction website **(https://www.schraderauction.com/auctions/9370)**; and
   - Agreed to the particular Auction Terms that apply to this auction ("Auction Terms"), consisting of the provisions contained in the Agreement to Purchase, Exhibit A and this Addendum A, as posted to the auction website.

2. The auction tracts are identified and approximately depicted in **Exhibit A**. As an update to the marketing materials, the acre estimates have been adjusted for purposes of the auction as shown in Exhibit A and as further described below.

3. 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.

4. Bidding on individual tracts and combinations will compete until the close of all bidding. The high bid(s) at any given time shall consist of that bid or set of bids resulting in the highest total price.

5. The initial bidding period ends at 5:00 o'clock p.m. (E.S.T.) on Wednesday, February 18, 2026, at which time all bidding will close *unless* the bidding is extended in accordance with paragraph 6 below.

6. If a bid is received during the *final minute* of the initial bidding period (or during the *final minute* of any extended bidding period): (a) bidding will remain open for an extended bidding period of three minutes; and (b) this extension of bidding will continue until an extended bidding period ends with no bid having been made during the final minute thereof, at which time all bidding will close. The time of any bid and the end of any bidding period shall be determined by the online bidding platform.

PART B - AUCTION TERMS:

7. The Auction Terms that apply to this auction ("Auction Terms") consist of the provisions contained in the Agreement to Purchase, Exhibit A and this Addendum A, all of which have been posted to the auction website: https://www.schraderauction.com/auctions/9370.

8. The Auction Terms contained in the Agreement to Purchase, Exhibit A and this Addendum A are non-negotiable and they supersede and control over any oral statements and/or any other written terms stated in the auction brochure and/or the auction website or otherwise.

9. After the bidding closes, a purchase offer for each final high bid will be completed by the Auction Company and delivered to each high bidder ("Buyer") who shall then sign and return the purchase offer to the Auction Company. The purchase offer will be in the form of the Agreement to Purchase, Exhibit A and this Addendum A (as posted to the auction website) and may be signed and/or delivered electronically.

10. **A Buyer's Premium equal to 4% of the high bid amount will be charged to each Buyer and added to the bid amount to arrive at the purchase price.**

11. The final high bid(s) are subject to the Seller's acceptance or rejection. The final high bid(s) may be accepted at any time before the end of the first business day after the close of bidding.

12. Buyer shall deliver an earnest money deposit to Auction Company in the amount of 10% of the purchase price. The earnest money may be delivered by check or wire transfer, but it must be received by Auction Company **on or before Thursday, February 19, 2026**.

13. The balance of the purchase price is due in cash at closing. Bids are not contingent on financing. Each bidder is responsible for having arranged any financing prior to bidding.

14. As an update to the marketing materials, the closing will be scheduled in accordance with Section 7 of the Agreement to Purchase. The targeted closing period is on or before March 19, 2026.

15. Delivery of title and possession will be effective upon completion of the closing, *except* as otherwise in paragraph 31 below regarding post-closing possession of **Tract 2**.

16. The closing agent's fee to administer the closing will be shared equally (50:50) between the Buyer and Seller. Buyer will pay all costs of any loan obtained by Buyer.

17. The Winter Taxes due in February 2026 shall be paid by Seller not later than the time of closing. Buyer will then assume and pay all real estate taxes and any special assessments that become due after closing.

18. The auction property has been taxed as qualified agricultural property and will be subject to recapture and adjustment if the property does not remain as such. Buyer shall be responsible for payment of any recapture tax that becomes a lien on the purchased tract(s) because of an act or omission of Buyer (such as a change in use or failure to file a required affidavit with the register of deeds and/or assessor).

19. Seller will furnish the deed and owner's title insurance at Seller's expense in accordance with the terms of Section 5 of the Agreement to Purchase.

20. Buyer agrees to accept title and acquire the property subject to all "Permitted Exceptions" as defined in Section 6 of the Agreement to Purchase.

21. Preliminary title insurance schedules dated November 13, 2025 have been prepared by Patrick Abstract and Title Office and posted to the auction website, along with copies of the recorded documents listed as exceptions (other than mortgages). The title is to be conveyed and the title insurance is to be issued free and clear of any mortgage.

22. A new survey shall be obtained if and only if obtained in accordance with the survey provisions set forth in **Exhibit A**. The cost of any such survey shall be shared equally (50:50) by Seller and Buyer.

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

ACRE ESTIMATES (±)	**Tract 1:**	**Tract 2:**	**Tract 3:**	**Total:**
Advertised / Brochure (±)	5	5	13	23
Revised / Exhibit A (±)	**5.48**	5	**13.36**	**23.84**

24. The acre estimates shown in Exhibit A are approximate and have been estimated based on: (a) the acres shown in the property tax records; and (b) an approximate, provisional allocation between Tracts 1 and 2. No warranty or authoritative representation is made as to the number of gross acres or tillable acres included with any tract or set of tracts. (See paragraph 34 below for more information regarding **Tract 3**.)

25. If a new survey is obtained for any closing in accordance with the provisions of Exhibit A, the purchase price shall be adjusted proportionately to reflect any difference between the acre estimate(s) shown in Exhibit A and the gross acres shown in the survey; *provided*, *however*, no such adjustment will be made for **Tract 2** or any combination that includes **Tract 2**.

26. 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.

27. Advertised road frontages are approximate. No warranty or authoritative representation is made as to the length of any road frontage.

28. The approximate depiction of the road frontage in Exhibit A is based on the county's GIS map which shows the north lines of Tracts 1 & 2 going to the middle of the highway and the north line of Tract 3 going to the south right-of-way line.

29. 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 consent of Seller. Upon such termination, the earnest money will be returned to Buyer and the property may be re-sold free 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.

30. **Tracts 1 & 2:** The buildings on Tract 2 are served by an overhead power line crossing Tract 1. If Tracts 1 and 2 are not sold together, the west side of Tract 1 will be subject to (and Tract 2 will have the benefit of) a new easement to the full extent necessary to allow the continued use, maintenance, repair and/or replacement of the existing electric service to Tract 2. The easement area shall be shown and described in the post-auction surveys of Tracts 1 and 2 and shall consist of all that portion of Tract 1 lying west of a line that is approximately parallel to and 15 feet east of the existing overhead power line serving Tract 2, as determined by the surveyor. The easement shall be granted in the deed conveying Tract 2 and reserved in the deed conveying Tract 1.

31. **Tract 2:** Seller reserves the right to retain post-closing possession of Tract 2 until the current group of hogs is finished and removed from the premises; *provided*, *however*, Seller agrees that the hogs shall be removed and possession of Tract 2 shall be delivered to Buyer ***not later than July 15, 2026***.

32. **Tract 2:** The Tract 2 income advertised in the brochure has been updated and superseded by a statement of 2025 hog barn income and expenses in the Information Booklet. The 2025 income and expenses are based on information provided by Seller without warranty. Neither Seller nor Auction Company make any promise, warranty or representation of *future* income and/or expenses.

33. **Tract 2:** As an update to the marketing materials, the sale and purchase of Tract 2 does not include any manure application rights with respect to any particular land. The acquisition of any manure application rights must be negotiated between Buyer and the landowner, apart from the sale and purchase of Tract 2. Buyer's obligation to complete the purchase of Tract 2 at closing shall not be subject to or contingent upon the successful negotiation and/or acquisition of any manure application rights.

34. **Tract 3:** The revised acres shown for Tract 3 in Exhibit A are based on the acres shown in the property tax records. However, it appears that Tract 3 may be closer to 11 acres based on the Auction Company's internal mapping and the county's GIS measurement tool. In any event: (a) no warranty or authoritative representation is made as to the number of acres included with Tract 3; and (b) subject to the survey provisions in Exhibit A, it is expected that Tract 3 will be conveyed using the existing legal description, *without* obtaining a new survey.

35. An Information Booklet has been posted to the auction website and printed copies are available to review in the auction display area. The Information Booklet includes information obtained or derived from various sources, including soil map, topography map, flood zone map, property tax information, FSA information, preliminary title insurance schedules, and hog building 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.

36. The preliminary title insurance schedules for Tract 3 were added to the Information Booklet during the marketing period.

37. Buyer's obligation to purchase and acquire the Property at closing is not contingent upon any post-auction inspection, investigation or evaluation of the character, condition or suitability of the Property. Buyer is responsible for having completed all inspections, investigations and evaluations before bidding. Buyer acknowledges that Buyer has either completed all such inspections, investigations and evaluations or has chosen to purchase the Property without having done so. In either case, Buyer assumes all risks and agrees to acquire the Property "AS IS".

38. 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 the Property qualifies for any particular use; (c) the availability or location of utilities; (d) the availability of any permit; or (e) the accuracy of any materials or information prepared or provided by any third party regarding the auction and/or the Property.

39. Seller and Auction Company disclaim any covenants, representations, or warranties, express or implied, regarding the Property or matters affecting the Property, including, without limitation: (a) the physical condition of the Property: (b) soil or groundwater conditions; (c) the presence or absence of any hazardous waste, toxic substance or petroleum products; (d) compliance with any local, state, or federal environmental laws; or (e) any other environmental matters. Buyer is purchasing the Property in its "AS IS" condition, and Buyer assumes the risk of any adverse physical or environmental conditions. Buyer's agreement to purchase the Property "AS IS" is a material inducement to Seller's agreement to sell the Property at the agreed upon purchase price. Seller shall have no obligation to repair, improve, mitigate or modify the Property prior to closing, and no liability or obligation for any subsequently discovered defects, whether latent or patent. From and after the closing, Buyer shall assume all risks with respect to the Property, known and unknown, suspected and unsuspected. Buyer shall indemnify, defend and hold harmless Seller and Auction Company from any and all claims, demands, causes of action, and liabilities, at law or in equity, known or unknown, suspected or unsuspected, relating to or arising out of the physical, environmental, or other condition of the Property (collectively, "Claims"), even if the proximate or legal cause of such Claims relate to a condition, known or unknown to Buyer, which was in existence prior to the closing. Effective as of the closing date, Buyer releases Seller and Auction Company from any and all such Claims, known or unknown, suspected or unsuspected. Buyer's agreement herein to

assume all risks with respect to the Property, and release and indemnify Seller and Auction Company with respect to all actual or potential Claims, is a material inducement to Seller's agreement to sell the Property at the agreed upon purchase price. Buyer expressly assumes, at closing, all environmental and other liabilities with respect to the Property and releases and indemnifies Seller and Auction Company from same, whether such liability is imposed by statute, regulation, ordinance, equity or derived from common law. The foregoing provisions, including without limitation the assumption and release, shall survive closing.

40. Seller's obligation to sell and convey any property is contingent upon satisfaction of any applicable requirements under Public Act 591 and final township approval of any new parcels created by the tract divisions. Seller will have no obligation to grant further division rights under Public Act 591 in connection with any conveyance. Deeds shall be recorded in the order designated by the Seller.

41. If Tract 3 is purchased in combination with Tract 1 and/or Tract 2, it will be necessary to allocate the purchase price between the separately owned parcels for the purpose of administering the closing. Any such allocation shall be determined solely by the Seller, and all parties agree to use an allocation provided by the Seller for such purposes.

42. Schrader Real Estate and Auction Company, Inc. and its affiliated agents are exclusively the agents of the Seller.