

AGREEMENT TO PURCHASE

Date: October 7, 2026

I/We the undersigned Buyer(s) ("Buyer") offer to purchase the real estate put up for bids via the phone bid auction conducted by Schrader Real Estate and Auction Company, Inc. ("Auction Company") on behalf of Freeman Nisley, Jr. ("Seller"), being approx. 10(±) acres of land in the NW¼ Sec. 25-T37N-R10E (Bloomfield Twp.) in LaGrange County, Indiana identified as Parcel ID 44-07-25-100-014.000-001 (the "Property"). This offer incorporates the terms and conditions set forth herein, the bidding procedures and auction terms attached as **Addendum A** and (if applicable) the Addendum for Pre-Closing Hunting Privileges attached as **Addendum B** (collectively, this "Agreement").

\$ _____ + \$ _____ = \$ _____
(Bid Amount) (3% Buyer's Premium) (Purchase Price)

- PURCHASE PRICE.** The Purchase Price consists of the Bid Amount plus a 3% Buyer's Premium as shown above, and 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.
- 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, October 8, 2026**, to be held in escrow and applied to the purchase price at closing.
- TAXES; ASSESSMENTS.** "Seller's Taxes" refers to: (a) general real estate taxes for the first part of the calendar year in which the closing occurs, **prorated** on a calendar year basis to the date of closing, and all prior years; and (b) any special assessments (including any drainage assessments) that are last payable without a penalty on or before the closing date. Any unpaid Seller's Taxes shall be withheld from Seller's proceeds at closing and paid directly to the county treasurer; **provided, however**, any portion of Seller's Taxes that is not ascertainable and payable at the time of closing shall be estimated based on 100% of the amount last billed for a calendar year and the amount thus estimated (and prorated to the date of closing) shall be paid via credit against the sums due from Buyer at closing, with no further settlement or adjustment after closing. Buyer shall then pay all real estate taxes and assessments due after closing.
- SURVEY.** The Property will be conveyed using the existing legal description without obtaining a new survey.
- 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.
- 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 outstanding right or severance as to minerals; (e) any recorded oil and gas lease (active or not); (f) a lien for current property taxes and/or assessments not yet payable; (g) any matter disclosed in Addendum A; and/or (h) any easement, condition, restriction, or other matter of record (except a mortgage or lien) listed, referenced or shown in the preliminary title insurance schedules described in Addendum A.
- CLOSING.** It is anticipated that the closing will be scheduled by mutual agreement and completed **on or before November 9, 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 **November 9, 2026** and at least 7 days after: (a) sending such notice; and (b) completion of the Final Title Commitment. The closing shall be held at and/or administered by the office of **Lakeland Title Company, 208 S. Detroit St., LaGrange, IN 46761 (Tel: 260-463-5044)**.
- POSSESSION.** Possession shall be delivered in accordance with Addendum A.
- 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.**
- 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 30 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**.
- 1031 EXCHANGE.** If a party intends to structure the transfer or acquisition of the Property as part of an exchange under 26 U.S.C. §1031, the other party(ies) shall reasonably cooperate (but shall not be required to assume or incur any additional obligation or expense).
- 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.
- 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 **Thursday, October 8, 2026**.

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

Signature(s) of Buyer(s): _____

Address: _____

Tel.: _____ Email: _____

Deed to: _____ Lender/Contact: _____

ACCEPTED BY SELLER on the _____ day of October 2026.

Sign: _____
(Freeman Nisley, Jr.)

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

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC., by:

Sign: _____

Print: _____

Date Received: _____

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

Buyer(s): _____

Seller: _____

ADDENDUM A

BIDDING PROCEDURES AND AUCTION TERMS

For phone bid only auction conducted by:
Schrader Real Estate and Auction Company, Inc.
On behalf of: Freeman Nisley, Jr. ("Seller")

Bidding will remain open until at least 6:00 o'clock p.m. EDT on Wednesday, October 7, 2026, and for as long thereafter until the bidding is closed in the sole discretion of the auctioneer

Bidding Procedures and Auction Terms:

1. Bidding is only by telephone or text message.
2. Bidding is open to anyone who has agreed to the particular terms that apply to this auction, consisting of the terms contained in the **Agreement to Purchase** and this **Addendum A** (and **Addendum B** if Buyer elects to have pre-closing hunting privileges). These documents have been posted to the auction website:
<https://www.schraderauction.com/auctions/lagrange-county-indiana-land-auction-october-2026>
3. The terms contained in the Agreement to Purchase, this Addendum A and Addendum B 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.
4. As an update to the marketing materials, the bidding will remain open until at least 6:00 o'clock p.m. on Wednesday, October 7, 2026, and for as long thereafter until the bidding is closed in the sole discretion of the auctioneer.
5. After the bidding closes, a purchase offer for the final high bid will be completed by the Auction Company and delivered to the 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 and this Addendum A (and Addendum B if Buyer elects to have pre-closing hunting privileges), as posted to the auction website, and may be signed and/or delivered in person or electronically.
6. **A Buyer's Premium equal to 3% of the high bid amount will be added to the high bid amount to arrive at the purchase price.**

7. The final high bid is subject to the Seller's acceptance or rejection. The final high bid may be accepted at any time on or before October 8, 2026.
8. 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 October 8, 2026.
9. 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.
10. The closing will be scheduled in accordance with Section 7 of the Agreement to Purchase. The targeted closing period is on or before November 9, 2026.
11. Delivery of title and possession will be effective upon completion of the closing.
12. Buyer may begin hunting activities prior to closing in accordance with the terms and conditions of **Addendum B**. For pre-closing hunting privileges, Buyer must sign and deliver Addendum B and provide proof of insurance.
13. 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. Real estate taxes will be prorated to the date of closing.
14. Seller will furnish the deed and owner's title insurance at Seller's expense in accordance with Section 5 of the Agreement to Purchase.
15. Preliminary title insurance schedules dated September 3, 2026 have been prepared by Lakeland Title Company and posted to the auction website, along with copies of the recorded documents listed as exceptions.
16. Buyer agrees to accept title and acquire the Property subject to the "Permitted Exceptions" as defined in Section 6 of the Agreement to Purchase 15, including but not limited to the REMC easement and recorded oil and gas leases which are listed as exceptions in the preliminary title insurance schedules.
17. The Property will be conveyed using the existing legal description without obtaining a new survey.
18. The advertised acre estimate is an approximation based on the acres shown in the property tax records and existing legal description. No warranty or authoritative representation is made as to the number of acres included with the Property.
19. Boundary lines depicted in the auction marketing materials are approximations provided for identification and illustration purposes only. Some of the flag markers on site prior to the auction were placed by auction personnel to indicate approximate locations. Such maps and markers are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.

20. 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".
21. 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.
22. Schrader Real Estate and Auction Company, Inc. and its affiliated agents are exclusively the agents of the Seller.

ADDENDUM B
ADDENDUM FOR PRE-CLOSING HUNTING PRIVILEGES

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

This Addendum is executed in connection with an agreement (consisting of the Agreement to Purchase, Addendum A, and this Addendum B; collectively the "Purchase Agreement") pursuant to which the undersigned Buyer(s) (hereinafter "Buyer", whether one or more) has/have agreed to purchase from Freeman Nisley, Jr. ("Seller") approximately 10(±) acres of land in LaGrange County, Indiana identified as Parcel ID 44-07-25-100-014.000-001 (the "Property").

1. **Authorized Hunting Activities.** As used herein, the term "Authorized Hunting Activities" refers to in-season hunting of game species by Buyer and Buyer's guests in accordance with all applicable laws, rules and regulations while taking all reasonable measures and exercising all due care and diligence to prevent injury to person or damage to property.
2. **Grant of License.** Upon execution of the Purchase Agreement and this Addendum and prior to Buyer's acquisition of title pursuant to the Purchase Agreement at closing (the "Closing"), Buyer shall have a license to enter upon the Property for the sole and limited purpose of conducting Authorized Hunting Activities, subject to the terms and conditions of this Addendum. Until the Closing, Buyer shall not conduct or permit any activities on the Property other than the Authorized Hunting Activities or make or permit any alteration of or change to the Property. This Addendum grants only a limited, temporary license under the terms and conditions stated herein. Nothing herein shall be construed to create or convey (and Buyer hereby disclaims) any leasehold interest, right of exclusive possession, or other legal or equitable interest in the Property by virtue of this Addendum.
3. **Risk of Loss; Indemnification.** As a material part of the consideration for the license granted herein, Buyer hereby: (a) assumes all risk of Loss (as defined below); (b) waives and releases any claim against Seller for any Loss; and (c) agrees to defend, protect, indemnify and hold harmless Seller from and against (and to the extent paid by Seller, Buyer agrees to reimburse Seller for) any Loss and any and all liabilities, suits, actions, judgments, costs and expenses (including attorneys' fees and expenses) incurred by Seller in connection with any Loss. "Loss" means any injury to or death of any person and/or any damage to or loss of property (whether sustained by Buyer, Seller, or any other person or entity, and whether due to the fault of Buyer or others) directly or indirectly arising out of or resulting from or in any way connected with: (i) the Authorized Hunting Activities; (ii) the entry upon the Property by Buyer; (iii) the entry upon the Property by any other person in connection with the Authorized Hunting Activities and/or with the express, implied, actual or ostensive permission of Buyer; and/or (iv) any breach of or default with respect to any obligation of Buyer under this Addendum. Buyer's obligation under this paragraph shall survive notwithstanding: (A) Buyer's acquisition of the Property at a Closing; (B) the failure of Buyer to acquire the Property for any reason; and/or (C) the termination of the Purchase Agreement and/or this Addendum for any reason. If Buyer consists of more than one individual and/or entity, Buyer's obligations under this paragraph shall be joint and several as between each such individual and/or entity.
4. **Insurance.** Buyer shall not enter and/or conduct activities upon the Property unless Buyer has general liability insurance coverage of not less than \$1,000,000 insuring against claims for bodily injury, death and/or property damage occurring in connection with Buyer's activities at the Property. Buyer shall provide to Seller proof of such insurance prior to entering upon the Property and shall maintain such insurance until the Closing.
5. **Failure to Acquire Property.** If for any reason Buyer fails to acquire the Property pursuant to the Purchase Agreement, the rights of Buyer under this Addendum shall terminate immediately and automatically as of the earliest time that Seller is no longer obligated to sell the Property pursuant to the terms of the Purchase Agreement.
6. **Other Limitations and Conditions.** This Addendum shall not be recorded. The rights granted to Buyer herein may not be assigned, sold, transferred, leased, pledged or mortgaged by Buyer. Until Closing, Seller reserves all rights and privileges that are not inconsistent with the limited rights specifically granted to Buyer in this Addendum.

BUYER: Printed Name(s): _____

Signature(s): _____ Date: _____

SELLER: Sign: _____ (Freeman Nisley, Jr.) Date: _____