

Date: **September 29, 2026**

AGREEMENT TO PURCHASE

I/We the undersigned Buyer(s) ("Buyer") offer to purchase Tract(s) _____, being approx. _____ (±) acres of land in Whitey County, Indiana, 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 at the public auction conducted on this date by Schrader Real Estate and Auction Company, Inc. ("Auction Company") on behalf of David A. Martz, as Trustee of the Hugo E. Martz Revocable Living Trust ("Seller"). This offer incorporates the terms and conditions set forth herein, the Auction Tract Map & Survey Provisions attached as **Exhibit A**, the form of Acknowledgement of Grant of Conservation Easement attached as **Exhibit B**, and the auction announcements attached as **Addendum A** (collectively, this "Agreement").

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 is subject to adjustment at closing based on surveyed acres if 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.** "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) ad valorem taxes for **2026** (due in **2027**) and all prior years; and (b) any special assessments last payable without a penalty on or before the day of closing. 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 and (to the extent attributed to the Property) paid via credit against the sums due from Buyer at closing, with no further settlement or adjustment after closing; provided, further, if this sale involves a tax parcel split then, in lieu of a credit to Buyer, Seller may elect to require collection at closing of each party's share of the estimated Parent Parcel Taxes, to be either: (i) held in escrow and applied towards payment of the Parent Parcel Taxes when billed after closing; or (ii) paid directly to the county treasurer as an estimated prepayment of the Parent Parcel Taxes. "Parent Parcel Taxes" refers to all Taxes that, at the time of closing, are not yet ascertainable and payable but constitute a lien against all or any part of the Property and other real estate. In any event, Buyer shall pay all Taxes due after closing to the extent attributed to the Property and not paid via escrow or estimated prepayment. After closing, if any Parent Parcel Taxes are billed as a combined lump sum, Buyer shall cooperate with the owner(s) of the other real estate to facilitate timely payment of the balance due and Buyer shall pay the portion attributed to the Property. Any estimate of Taxes shall be based on the amounts last billed for a calendar year. The extent to which any Taxes are attributed to any new parcel resulting from a split shall be based on a split calculation provided by the appropriate property tax official or 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 **Trustee's Deed** (subject to the Permitted Exceptions), 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 coverage ALTA 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 ALTA 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 (each a "Permitted Exception"; collectively, the "Permitted Exceptions"): (a) existing roads, utilities, pipelines, 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 Addendum A; and/or (i) any matter (except liens) referenced or listed 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 October 29, 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 **October 29, 2026** and at least 7 days after: (a) sending such notice; and (b) completion of the survey (if applicable) and Final Title Commitment. The closing shall be held at and/or administered by the office of **Near North Title Group, 236 Frontage Rd., Columbia City, IN 46725 (Tel: 260-213-4048)**.
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 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**.
13. **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).
14. **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.
15. **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 **September 29, 2026**.

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

Signature(s) of Buyer(s): _____

Buyer's Address: _____

Buyer's Tel: _____ Buyer's Email: _____

Deed to: _____ Lender/Contact: _____

EARNEST MONEY in the amt. of \$_____ received by: _____ on _____, 2026

ACCEPTED BY SELLER on this 29th day of September, 2026: **Sign:** _____ (David A. Martz, Trustee)

EXHIBIT A

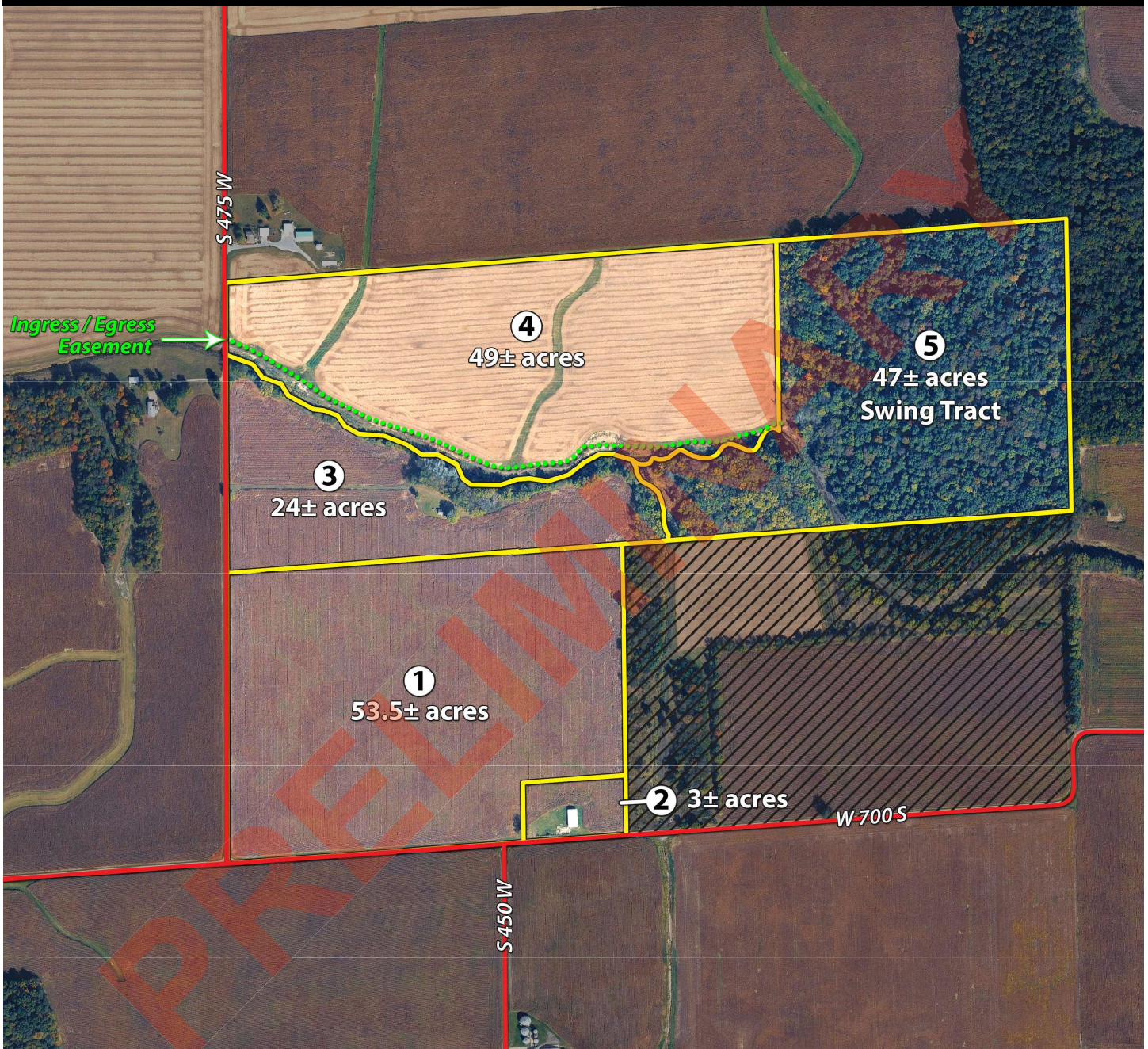
Buyer(s): _____

Seller: _____

Auction Tract Map & Survey Provisions

Auction Date: 9/29/2026

Pt. S½ Sec. 12-T30N-R8E (Cleveland Twp.) in Whitley County, State of Indiana



Survey Provisions: A 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 boundary 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.

EXHIBIT B

Buyer(s): _____

Seller: _____

Acknowledgement of Grant of Conservation Easement

_____, (herein after referred to as "Owner") is the owner of property described in and transferred by deed dated _____ and recorded _____ (date) at the _____ County Recorder's Office in _____, Indiana as document # _____. Said property having been transferred to _____ pursuant to the terms of the _____ CE.

The property, is subject to land use restrictions contained in a Grant of Conservation Easement, recorded _____ (date) at the _____ County Recorder's Office in _____ Indiana as document # _____, between Wood-Land-Lakes Resource Conservation and Development (RC&D), Inc. and _____ CE.

Wood-Land-Lakes RC&D, Inc. holds the Grant of Conservation Easement exclusively for conservation purposes and is responsible for administering, monitoring, and enforcing the terms and conditions therein.

Owner hereby acknowledges the following:

1. Owner has received a copy of the Grant of Conservation Easement;
2. Owner has read the Grant of Conservation Easement;
3. Owner understands and acknowledges the terms and conditions of the Grant of Conservation Easement;
4. Owner understands that, as transferee of subject property, Owner is obliged to comply with all of the terms and conditions of such Grant of Conservation Easement;
5. Owner understands that certain uses of and activities on the subject property require prior approval from Wood-Land-Lakes RC&D and that other uses and activities are prohibited;
6. Owner agrees to abide by the terms and conditions of the Grant of Conservation Easement;
7. Owner has provided on _____ (date) or will provide by _____ (date) Wood-Land-Lakes RC&D, Inc. a copy of the new deed with the conservation easement referenced;
8. Owner agrees to inform Wood-Land-Lakes RC&D, Inc. **prior** to any future ownership transfer of property protected by the conservation easement and will

incorporate a reference to the conservation into the conveyance documents by inserting the following statement:

This conveyance is subject to the terms of a Deed of Conservation Easement dated the ____ day of _____, 20____, recorded in the Office of the Recorder of _____ County, Indiana on the ____ day of _____, 20____, and identified as an instrument in those records as Document Number _____.

When recording the conveyance document for the transfer, the Grant of Conservation Easement will be re-recorded. In addition, the re-recorded of Conservation Easement will be provided to Wood-Land-Lakes RC&D along with the new owner's name and contact information.

9. Owner contact information (address and phone) for Wood-Land-Lake RC&D communications:

Name:

Address:

Phone:

Acknowledged:

Owner

Date

Owner

Date

Land Trust Representative

Date

Send completed form to:

Mike Yoder

59566 CR 31

Middlebury, IN. 46540

Mikeyoder1954@gmail.com

574.298.3331

Buyer(s): _____

Seller: _____

ADDENDUM A

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

Date: September 29, 2026

Owner: Hugo E. Martz Revocable Living Trust

Sale Managers: Kevin Jordan & Ritter Cox

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

PART A - BIDDING PROCEDURES TO KEEP IN MIND:

1. All bidding is open to the public. You will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one-time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.
2. The auction tract map is included in your Bidder's Packet as part of **Exhibit A**. You may bid on any tract or combination of tracts or the entire property, except that Tract 5 is a "swing tract" and may be purchased only by an adjoining landowner or by any bidder as part of a tract combination that includes Tract 3 and/or Tract 4.
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 Seller is present and we anticipate that the top bid(s) at the close of the auction will be accepted. The final top bid(s), however, are subject to the Seller's acceptance or rejection.

PART B - TERMS OF SALE OUTLINED:

6. 10% of the purchase price is due as an earnest money deposit at the close of auction. A cashier's check or a personal or corporate check immediately negotiable is satisfactory for the earnest money. The balance of the purchase price is due in cash at closing.
7. Closing will be scheduled in accordance with Section 7 of the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before October 29, 2026.
8. Possession of Tracts 1 - 4 shall be delivered after the harvest of the 2026 crop is completed. Seller is retaining all rights to the 2026 farm rent.

9. The farm tenant has equipment stored in the barn on Tract 2. The Buyer of Tract 2 agrees to accommodate the storage and removal of this equipment after closing. The tenant has agreed to remove this equipment after the harvest but no later than November 1, 2026.
10. Possession of Tract 5 shall be delivered at closing.
11. The closing agent's fee to administer the closing will be shared equally (50:50) between Buyer and Seller. Buyer will pay all costs of any loan obtained by Buyer.
12. At closing, Seller will pay or credit real estate taxes and assessments in accordance with Section 3 of the Agreement to Purchase, including any unpaid current taxes and the estimated 2026 taxes (due in 2027).
13. Seller will furnish the deed and owner's title insurance at Seller's expense in accordance with Section 5 of the Agreement to Purchase.
14. Preliminary title insurance schedules dated July 20, 2026 have been prepared by Near North Title Group and are available to review in the auction display area, along with copies of the recorded documents listed as exceptions.
15. Buyer agrees to accept title and acquire the property subject to the Permitted Exceptions as defined in Section 6 of the Agreement to Purchase, including but not limited to all easements and other matters listed in the preliminary title insurance schedules.
16. A survey of the land to be conveyed at any closing 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.
17. 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 (except for Tract 2 if purchased by itself).
18. The acre estimates shown in Exhibit A are approximations based on:
 - (a) the acres shown in the property tax records and existing legal descriptions; and
 - (b) an approximate, provisional allocation among the individual tracts. No warranty or authoritative representation is made as to the number of gross acres, cropland acres or wooded acres included with any tract or set of tracts.
19. 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.
20. 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.

21. Conservation Easements (Tracts 1 - 5):

- a. There are three conservation easements held by Wood-Land-Lakes Resource Conservation and Development, Inc., an Indiana nonprofit corporation (hereinafter referred to as "WLL"). Below is a brief summary of the easements. More information is contained in the recorded easement documents and an Easement Information summary, all of which have been posted to the auction website. Printed copies are available to review in the auction display area.
- b. For purposes of the auction, the conservation easements are identified as follows:
 - "South" easement: Applies to Tracts 1 & 2 combined.
 - "Central" easement: Currently applies to the south half of Tracts 3 - 5 combined.
 - "North" easement: Currently applies to the north half of Tracts 3 - 5 combined.
- c. If Tracts 3, 4 & 5 are not purchased together as a unit, the easement boundaries will be amended so that the Central easement shall apply to Tract 3 and the North easement shall apply to Tracts 4 & 5. Seller will pay for the cost of preparing and recording the amendment document, including the cost of any additional survey work required to describe the amended easement boundaries.
- d. All three easements allow agricultural uses.
- e. The South and Central easements allow the landowner to construct buildings and grain storage facilities for farm operations, and to build one single family residence within each easement area. If Tracts 1 & 2 are not purchased together, the South easement will be amended (at Seller's expense) so that the right to build one single family residence shall be allocated and limited to **Tract 2**.
- f. The North easement allows farm buildings and structures with the approval of WLL. However, the North easement does not allow for a residence.
- g. Each Buyer acquiring property subject to a conservation easement shall execute the applicable Wood-Land-Lakes Acknowledgement of Grant of Conservation Easement set forth in **Exhibit B** in connection with closing.

22. Tracts 2 & 3: There may be remnants of building debris on both tracts from the demolition of the former farmsteads, including brick, plaster, glass, wood, and other unknown building materials. At the former Tract 3 farmhouse site, surface transite siding debris fragments were identified and professionally abated in May 2026.

23. Tract 4: The Buyer of Tract 4 shall assume the existing Conservation Reserve Program (CRP) contract obligations and shall timely sign all documents required by the FSA office in connection therewith. Any penalty, repayment and/or interest assessed due to termination, non-compliance and/or owner-ineligibility after closing shall be the responsibility of the Buyer. Buyer shall receive the CRP payments due in 2027 and thereafter.

24. **Tract 4; Tracts 3 & 5:** If Tracts 3 and 5 are purchased together without Tract 4, Tract 4 will be subject to a new ingress and egress easement for access to Tract 5. If applicable, the new easement shall be created within a 15-foot-wide corridor extending from the west line to the east line of Tract 4, centered on the approximate centerline of the existing farm lane near the south line of Tract 4 (as determined by the surveyor, and as approximately depicted in Exhibit A). The cost of surveying the easement corridor shall be shared equally (50:50) by Seller and the Buyer of Tracts 3 and 5. The new easement 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, to be executed and recorded prior to either conveyance.
25. **Tract 5:** The southwest part of Tract 5 has limited accessibility due to the waterways enclosing that area.
26. **Tract 5:** The hunting tree stands on Tract 5 are excluded from the sale of the real estate.
27. 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 third-party sources, including soils map, topography map, flood zone map, county property information, preliminary title insurance schedules, FSA information, CRP contract, conservation easement summary, and woodland management plan. 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, Seller and Auction Company and their respective agents and representatives make no warranty or authoritative representation as to: (a) zoning matters; (b) whether or not the property qualifies for any particular use; (c) the availability or location of utilities; (d) the availability of any building permit, driveway permit, septic permit or any other permit; or (e) the accuracy of any materials or information prepared or provided by any third party regarding the auction and/or the property.
29. 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, Exhibit B, and this Addendum A. The terms of these documents are non-negotiable.
30. The Seller has consented to potential bidding by Schrader personnel on their own behalf and on these same terms.
31. You will be closing on the tract or combination of tracts on which you are the successful bidder in the manner in which you bid at the auction. Deeds shall be recorded in the order designated by the Seller.

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

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.

PRELIMINARY