The Terms & Conditions of Sale are set forth upon this page in this Property Information Packet. The information set forth is believed to be accurate. However, the owner of the properties and High Point Land Company make no warranties or guarantees expressed or implied. Information contained in this document was collected from sources deemed to be reliable and is true and correct to the best of the writer's knowledge. Auctioneers and owners will not be held responsible for advertising discrepancies or inaccuracies. ***All ANNOUNCEMENTS ON AUCTION DAY or UPDATED AUCTION DAY TERMS ONLINE TAKE PRECEDENCE OVER PREVIOUSLY ADVERTISED INFORMATION.*** *High Point Land Company LLC and its employees act as agents for the sellers. Auctions are with reserves, minimum bids, or subject to seller acceptance or rejections unless otherwise advertised as "Absolute Auction selling without Reserve" Only the top bidder will be contacted as to the status of her/his bid. Information provided by the seller and or obtained by High Point Land Company LLC is deemed reliable and correct however all property is sold as is, where is and all buyer or sellers agree to hold harmless High Point Land Company LLC and our employees for any errors or omissions regarding anything being sold. Prospective buyers are advised to consult with an attorney of their choice with respect to the purchase of any real property including but not limited to, seeking legal advice from their own attorney regarding disclosures and disclaimers set forth below.*

TERMS AND CONDITIONS

- *Seller may reject any or all bids.*
- *Seller will provide up-to-date owner's policy or abstract at their expense and will convey property by General Warranty Deed.*
- *The auction sale is for registered bidders & their guests. All bidding is open to the public & the property is offered for sale to qualified purchasers without regard to race, sex, color, national origin, religion, familial status, or disability.*

Please note the bidding will not close and property will not be sold until everyone has had the opportunity to make his or her highest and best bid based auctioneer's discretion of the multi parcel auction method.

• 2026 taxes to be prorated to date of closing. *Subsequent taxes and or special assessments, if any, to be paid by buyer. Real Estate Taxes are subject to reassessment under new owner.*

EASEMENTS *The property to be sold is subject to any restrictive covenants or easements of record and any results that an accurate survey may show.*

WIND EASEMENTS *There is a wind easement on the property. The easement shall transfer to the new buyer at closing. The buyer(s) shall receive all future wind easement payments following the closing date.*

BUYER'S PREMIUM *This sale does not have a buyer's premium.*

CLOSING *The successful bidder(s) will be required to sign a purchase agreement at the close of the real estate auction or within 24 hours with auction agent or electronically. Closing will be on or before February 16th, 2027 after a signed purchase agreement. A total deposit of non-refundable 10% of the purchase price will be required. Those funds will be placed in the Seller's Attorney's Trust Account as earnest money until closing. Balance of the purchase price must be paid in full with cashier's check at closing on or before date listed on purchase agreement signed by all parties. Closing will be under the supervision of Brad Sloter with Noah, Smith, & Schuknecht PLC.*

ONLINE BIDDING *You acknowledge that the internet or data connection may be unreliable and subject to network error. High Point Land Company LLC will not guarantee that bids placed online will be transmitted to or received by auctioneer in a timely fashion. You agree to hold High Point Land Company and its employees harmless for any interruptions in online bidding. At the sole discretion of the company or auctioneer the auction may be suspended, postponed, or canceled if the internet service is unstable and interrupts any live or online auction. The auctioneer has the sole discretion to accept or reject any bid. High Point Land Company LLC retains the right at our sole discretion to add, delete or change some or all of our online auctions or services and the terms or conditions governing our online auctions at any time without notice.*

ENVIRONMENTAL DISCLAIMER- *The seller, broker & auctioneers do not warrant with respect to the existence or nonexistence of any pollutants, contaminants or hazardous waste prohibited by federal, state or local law. Buyer is responsible for inspection of the property prior to purchase for conditions including but not limited to water quality, and environmental conditions that may affect the usability or value of the property. No warranties are made as to the existence or nonexistence of water wells on the property, or the condition of any wells.*

PROPERTY SOLD WITHOUT WARRANTY- *All dimensions & descriptions are approximations only based upon the best information available & are subject to possible variation. Sketches may not be drawn to scale and photographs may not depict the current condition of the property. Bidders should inspect the property and review all the pertinent documents and information available, as each bidder is responsible for evaluation of the property and shall not rely*

upon the seller, broker or auctioneer, their employees or agents. The property will be sold AS IS & without any warranties or representations, express or implied. Bidders shall rely solely on their own judgment, research, legal counsel, and tax advisors when purchasing this real estate.

LEASE- *The farm is currently leased for the 2027 crop year. The current lease shall expire on March 1st, 2028. The buyer(s) shall be responsible for providing the tenant proper lease termination notice on or before September 1st, 2027. The lease(es) shall be reassigned to the buyer(s) at closing. The buyer(s) are responsible for collecting rent for the 2027 crop year from the tenant on March 1st. The rent payments for each tract are broken down below:*

- *Tract 1: 79.18 cropland acres x $400 = $31,672*
- *Tract 2: 73.85 cropland acres x $400 = $29,540*
- *Tract 3: 74.74 cropland acres x $400 = $29,896*
- *Tract 4: 37.03 cropland acres x $400 = $14,812*
- *Tract 5: 80 cropland acres x $400 = $32,000*
- *Tract 6: 71.2 cropland acres x $400 = $28,480*

DRIVEWAY ACCESS- *If Tract 5 is sold separately from Tract 6, the sellers shall give the buyer a $10,000 credit at closing to install an ag driveway.*

CRP AND/OR USDA PROGRAMS- *Buyer and seller agree that buyer shall succeed any and all USDA contracts. Agrees to Sign USDA documents and accept responsibility and payments for the future term of the contract. Buyer agrees to hold seller harmless and succeed all USDA contracts unless otherwise agreed upon.*

PREFERENTIAL TAX TREATMENT, GREEN ACRES, OR FOREST RESERVE PROGRAMS- *Buyer agrees to accept property tax class or treatments and understands and agrees that property taxes may change due to buyer not being applicable to receive property tax benefits.*

POSSESSION- *Possession will be at closing unless otherwise agreed to in writing and agreeable by buyer and seller.*

SURVEY- *If necessary following the close of the auction, the sellers shall provide a survey.*

SELLER'S PERFORMANCE- *The seller has agreed to the terms of the sale as published. However, the broker and auctioneer make no warranties or guarantees as to the seller's performance.*

MINERAL RIGHTS- *All mineral rights, if any, held by seller will be transferred upon closing. However, the Seller does not warrant the amount or adequacy of the mineral rights.*

BIDDING PROCEDURE

As a buyer you have two objectives to accomplish:
1. Purchasing the property
2. Purchasing the property at a price you can afford.

How is this accomplished?
1. Estimate comparative value.
2. Experienced buyers always decide what to pay before the bidding begins.
3. Inspect the property carefully.
4. Compare with other properties available in the area.
5. Check the selling price of previously sold properties.
6. Discuss your buying plans with a lender. Have your financing arrangements made in advance.
7. This sale is not subject to financing.

AVOID OVER & UNDER BIDDING

Always bid on a property toward a
price. Establish that price before the bidding begins. By doing this you will avoid getting caught up in the auction excitement and pay a price that is too high for the market or one that you cannot afford. It will also make you confident to bid to your established fair market value. Many bidders who do not plan ahead end up with regrets after the auction because they were too nervous or uncertain about their judgment to bid.

SUCCESSFUL BIDDER

The successful bidder of the property shall be determined by competitive bidding. Should any
dispute arise between bidders, the auctioneer shall have the right to make the final decision to either determine the successful bidder or to re-offer the property that is in dispute. The auction will be recorded and the auctioneer's records shall be conclusive in all respects.

Marketing Communications & Media Release.

By registering to participate in this auction, you expressly consent to receive future marketing and promotional communications from High Point Land Company and its affiliates, including but not limited to communications delivered via telephone calls, text messages (SMS/MMS), and email, regarding properties, auctions, and related services. You understand that consent is not a condition of purchase and that you may opt out of such communications at any time by following the unsubscribe or opt-out instructions provided.

Additionally, you acknowledge and agree that High Point Land Company and its affiliates may photograph, record, or capture your likeness, voice, or image during auction events. You grant permission for such media to be used for marketing, advertising, and promotional purposes without compensation. You further agree to release, indemnify, and hold harmless High Point Land Company and its affiliates from any claims, demands, or liability arising out of or related to the use of such photographs, video, or recordings.