

OFFER TO PURCHASE AND ACCEPTANCE

The undersigned submits this offer to purchase the following described real estate: **Please Print legibly**

I agree to pay the purchase of price of any property marked below owned by The Maschhoff's LLC:

Tract	Total Price
Tract 1 – Crawford County Site 3,600 Head; 11.81 Acres	
Tract 2-Harrison County Site 3,600 Head; 9.91 Acres	
All Site Offer	

Buyer Represents:

- 1. This offer for real estate includes in the purchase price all buildings, fixtures, equipment, tools, appliances, generators, manure inventory ("Manure"), parts and supplies owned by Seller now located in or upon the premises that are integral to the operation of the hog facilities. Propane will be inventoried day prior to close and Buyer to purchase the prorated LP at Seller's cost.
- 2. If I am the purchaser, I will execute a Formal Purchase Agreement and will deposit five percent (5%) of the purchase price as a down payment on execution of the contract. This payment to be submitted to the Growthland Real Estate Trust account within 3 business days of offer acceptance.
- 3. Formal Purchase Agreement to include but not be limited to the following Buyer contingencies:



- 4. The property will be conveyed by a Special Warranty Deed which conveys an insurable title, subject to easements and rights of way both visible and of record. Closing will be at an agreed time on or before **December 27, 2024**.
- 5. Having met the contingencies in the Formal Purchase Agreement, possession of the above-described premises shall be delivered to me upon close subject to existing leases. I will take the property "AS-IS/WHERE-IS" in its present condition at that time.
- 6. Sellers shall have the Abstract of Title extended and submit to Buyer. Buyer's attorney to develop title opinion, stating any objection and only objections stated shall be considered. Abstract shall show good and merchantable title subject to all easements and restrictions of record. Sellers agree to convey title by Special Warranty Deed.
- 7. If I have presented the accepted offer, title to the real estate will be taken in the following name(s):

- 8. Seller options on a Real Estate Only basis:
 - a. Accept one bid
 - b. Negotiate with one bid
 - c. Ask bidders to proceed to a highest and final offer. If occurs:
 - i. Bidders will be notified of the highest bid on both Real Estate and Livestock over Real Estate only bids.
 - ii. Bidders will be given a one-time opportunity to increase their bid
 - d. Reject all bids and retain ownership if the sum of the bids does not exceed minimum bids listed above.



THIS FORM MUST BE RECEIVED NO LATER THAN 5 P. M. CENTRAL TIME NOVEMBER 19th, 2024 BY E-MAIL to bids@growthland.com, MARKED "SEALED BID OFFER – Crawford & Harrison County".

Buyer Printed Name	Buyer Printed Name
Street Address	Street Address
City, State, Zip	City, State, Zip
Phone	Phone
Email	Email
Signature	Signature
Date	Date