

BIDDER REGISTRATION

REAL ESTATE AUCTION FORMER EAGLE FAMILY FOODS FACILITY DAIRY PROCESSING PLANT IN SENECA, MISSOURI JANUARY 16, 2019

The undersigned bidder (the "Bidder") hereby registers with Harry Davis, LLC t/a Harry Davis & Company (the "Auctioneer") to bid at the above auction (the "Auction") of the former Eagle Family Foods facility with an address of 105 Washington Avenue, Seneca, Missouri 64865 consisting of two adjacent improved parcels of land (the "Properties") as described in the Agreement of Sale posted on Auctioneer's website (the "Purchase Agreement"). Subject to the terms and conditions herein, the Properties are being offered for sale by Fly with Eagles LLC (the "Owner").

1. Bidding Procedures and Title. The Properties are being offered for sale at absolute auction at or above a minimum bid of One Hundred Thousand Dollars (\$100,000) for cash to the highest bidder with no financing contingencies, "as is," "where is" and "with all faults." Fee simple title to the Properties is to be conveyed by deeds of special warranty from the Owner as provided in the Purchase Agreement insurable by title insurance to be underwritten by Chicago Title Insurance Company (the "Title Company") at the sole cost of the winning bidder (the "Winning Bidder") as provided in the Purchase Agreement. Immediately following the Auction, the Winning Bidder will be required to enter into the Purchase Agreement with the Owner. The Properties are being sold without any recourse whatsoever against the Owner, the Auctioneer and its affiliates, the Internet Provider or any agent, employee or representative of the Auctioneer and its affiliates, the Owner or the Internet Provider regardless of whether the Winning Bidder purchases title insurance from the Title Company. If the Winning Bidder purchases title insurance from the Title Company, the Winning Bidder acknowledges that its sole and exclusive remedy for recourse without exception shall be against the Title Company under the title policy. The Winning Bidder will be required to pay a buyer's premium to the Auctioneer on closing equal to eighteen percent (18%) of the bid price (the "Buyer's Premium"). The Auctioneer shall control all matters in the conduct of the Auction and its decisions shall be binding upon all bidders. The Auctioneer and/or the Owner may bid to protect their respective financial interests. The second highest bidder will be deemed a back-up bidder (the "Back-up Bidder") and will be obligated to enter into the Purchase Agreement with the Owner upon receipt of notice from the Auctioneer that the Winning Bidder failed to close as provided under the terms of the Purchase Agreement.

2. Deposits. All Bidders will be required to post a deposit at the time of registration either by check payable to and acceptable by "Harry Davis & Company" or by wire transfer to an account designated by Auctioneer for Twenty-Five Thousand Dollars (\$25,000) (the "Deposit"). Bidders outside the United States may be required to post an additional Deposit. The Winning Bidder at the conclusion of the Auction will be required to increase its Deposit to ten percent (10%) of the bid price, if the initial deposit is less than ten percent (10%) of the bid price. The Deposit by the Winning Bidder is irrevocable and will be applied toward the purchase price or delivered to the Owner in the event of a default as provided in the Purchase Agreement. The Deposit from the Back-up Bidder will be held until the earlier of thirty (30) days following the Auction or the date closing occurs with the Winning Bidder to ensure that the Back-up Bidder will enter into the Purchase Agreement with the Owner and close in accordance with the terms thereof if the Winning Bidder fails to close under the Purchase Agreement. The Deposits of all other Bidders will be returned following the Auction.

3. Closing; Payment of Balance of the Purchase Price and Buyer's Premium; Delivery of Possession. Closing on the Properties will occur within thirty (30) days of the Auction at a time and place in Pittsburgh, Pennsylvania as designated in the Purchase Agreement and announced at the Auction unless otherwise mutually agreed upon by the Owner and the Winning Bidder. The closing will be concluded through an escrow with the Title Company and it will not be necessary for the Winning Bidder to attend. The balance of the purchase price together with the Buyer's Premium shall be payable at closing by cashier's check or

wire transfer of immediately available funds to an account designated by the Title Company. Possession of the Properties will be given at closing.

4. Taxes and Costs. All transfer taxes for each of the Properties shall be divided equally between the Winning Bidder and the Owner. Real estate taxes will be pro-rated as of the closing date for each of the Properties between the Winning Bidder and the Owner on a fiscal year or calendar year basis, whichever is applicable. The Winning Bidder will be responsible for all title insurance and recording fees and will be responsible for its own attorneys' fees, costs and expenses.

6. No Warranties. Bidder acknowledges that the Properties are being offered for sale in their current condition, "as-is, where-is and with all faults," and that there are no representations or warranties, oral, written, express or implied with respect to the condition of or any other matter with respect to the Properties, including, without limitation, their habitability, suitability, merchantability or fitness or use for a particular purpose. Bidder acknowledges it is relying entirely on its own or its representatives inspection and investigation of the Properties before the Auction and is not relying on any oral statement, written documentation or other information concerning the physical condition or any other matters with respect to the Properties made or furnished by the Auctioneer, its affiliates, the Owner, the Internet Provider or any agent, employee or representative of the Auctioneer and its affiliates, the Owner, the Internet Provider or any third party, including, without limitation any information posted on their respective websites.

Whenever used in this Bidder Registration, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Prior to bidding at the Auction, Bidder must verify to Bidder's own satisfaction all conditions and descriptions of the Properties, all title matters, all terms and conditions of the Purchase Agreement and all other matters regarding the Properties.

Bidder acknowledges receipt of a signed copy of this Bidder Registration and acknowledges that it has conducted such investigation of the Properties that it deems appropriate, reviewed the Purchase Agreement, and has consulted with an attorney of its choosing (or had the opportunity to consult with an attorney of its choosing and choose not to do so).

Bidder agrees to be bound by all of the terms and conditions set forth above, the Auctioneers Terms of Sale posted on the Auctioneer's website, the Terms of Sale of the Internet Provider, any terms of sale announced by the Auctioneer at the Auction and, if the Winning Bidder, agrees to be bound all of the terms and conditions in the Purchase Agreement. In the event of any conflict between any of the above terms and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail.

Date: _____

Bidder Name: _____

Bidder # _____

Signature: _____

Title: _____

Deposit Wire Instructions

Submit deposit to Harry Davis LLC in the amount of 25,000 USD.

KeyBank

11 Stanwix St.

Pittsburgh, PA 15222

Harry Davis LLC,

Account # 098 137 9467

Key Bank, ABA #021 300 077

Swift Code: KEYBUS33

Beneficiary: Harry Davis LLC.

1725 Boulevard of the Allies

Pittsburgh, PA 15219