ONLINE AUCTION



+/- 106 Acres Available | Offered in One (1) Tract



auctions.gfarmland.com



THURSDAY, APRIL 18, 2024

BIDDING OPENS 12:00PM CST

BIDDING CLOSES 5:00PM CST

AUCTIONEER: JOHNNY KLEMME | LICENSE #: AU12000053

SELLER: HANLEY FAMILY, ET AL.

AUCTION INFORMATION

106+/- Acres | Newton County, Indiana Listing # CS2456106AU

APR 18

BIDDING OPENS

Thursday, April 18th @ 12:00pm CST

BIDDING CLOSES

Thursday, April 18th @ 5:00pm CST

ONLINE: auctions.gfarmland.com

AGENCY & AUCTIONEER

- Geswein Farm & Land Realty, LLC and represenatives are Agents of the seller.
- Seller: Hanley Family, et al.
- Johnny Klemme, Auctioneer
 License # AU12000053

ONLINE BIDDING

- To bid on these properties, you must be registered as an online bidder by 2:00PM CST/1:00PM EST on Thursday, April 18, 2024.
- To register, visit auctions.gfarmland. com and Follow on-screen prompts/ buttons.
- Contact Auction Staff at (765) 426-6666 with questions.

VIEWING AUCTION

To View Only on sale day, navigate to the auction via auctions.gfarmland.com (as above). Click on the "Enter Auction" button. The auction is LIVE when the button is green.

PHONE BIDDING

- All bidders wishing to place bids by phone must be registered <u>48 hours</u> <u>prior to the auction start time</u>
- Bidders will be required to fill out the Phone Bidder Registration Form (on following page) or Call 765-426-6666 to make arrangements.

FOR MORE INFORMATION...

Please review the Terms & Conditions on page 5 of this information packet. Questions related to the property? Call Craig Stevenson at (574) 870-4383. Need help registering or have questions related to the auction process? Call the Auction Staff at (765) 426-6666.







Listing # CS2456106AU - Auctions.GFarmLand.com

PHONE BIDDER REGISTRATION FORM

Newton County, Indiana | Real Estate Auction

Upon completing this form in its entirety, you may mail a hardcopy to:
Geswein Farm & Land
Attn: Auctions
1100 N 9th St.
Lafayette, IN 47904

or you may send a digital copy to: auctions@gfarmland.com

AUCTION DATE

BIDDING OPENS Thursday, April 18th @ 12:00pm CST

BIDDING CLOSES Thursday, April 18th @ 5:00pm CST

> ONLINE: auctions.gfarmland.com Johnny Klemme, Auctioneer License # AU12000053

- The successful Bidder(s) must be prepared to present a check or complete a wire transfer for not less than 10% of the purchase price at the conclusion of the auction to serve as Earnest Money. Funds (checks/wire transfers) must be made payable to Land Title Agency and the transfer of funds must be initiated by 5:00pm Central April 19, 2024. Seller reserves the right to accept or reject any and/or all bids. The property is being offered to the highest bidder(s) in the manner resulting in the highest sale price.
- If you are the successful bidder the day of the auction, we will require contact information for your attorney.
- Seller reserves the right to accept or reject any and all bids.

QUESTIONS: Call 765 - 426 - 6666 or Email auctions@gfarmland.com

FIRST NAME	LAST NAME
STREET ADDRESS	CITY / STATE / ZIP
PRIMARY PHONE	OTHER PHONE
EMAIL ADDRESS	
DRIVER LICENSE # (or other state issued ID)	ISSUING STATE
FINANCIAL INSTITUTION (bank or credit union)	ADDRESS
Du signing halam hidder salmandad	are receipt and undertending of
By signing below, bidder acknowled	•
terms listed within the Terms & Con-	ditions page for this auction.
SIGNATURE	DATE

Geswein Farm & Land Realty 1100 N 9th St. Lafayette, IN 47904 765.426.6666 | auctions@gfarmland.com

AUCTION TERMS & CONDITIONS

106+/- Acres | Newton County, Indiana Listing # CS2456106AU



BIDDER RESPONSIBILITY: It is the Bidder/Buyers responsibility to read and review all terms & conditions prior to bidding on any property. By bidding on the property, the Bidder/Buyer agrees that these terms will supersede all prior discussions, negotiations, and agreements, whether oral or written. The bidder/buyer agrees his/her actions shall be binding and obligatory upon the undersigned, their separate heirs, administrators, executors, assigns, and successors in the interest of the undersigned. Bidder may not assign the rights afforded the Bidder to any other party without the Seller's consent. Successful bidder(s) agree to immediately execute a purchase agreement following the conclusion of the auction per the following terms and conditions. By bidding on the property, bidder/buyer agrees to all terms and conditions set forth and will enter into a contractual real estate purchase agreement to purchase the property under the following terms and conditions

UPON CONCLUSION OF THE AUCTION: The Winning Bidder(s) will enter into a Real Estate Contract immediately following conclusion of auction. If the Winning Bidder(s) are not physically present (bidding by phone or online),the Winning Bidder(s) will be sent (electronically via email, fax, or DocuSign) a Real Estate Contract. Winning bidder(s) may print the Real Estate Contract tax, or DocuSign) a Real Estate Contract. Winning bidder(s) may print the Real Estate Contract and is/are required to fully and correctly complete and properly sign without an ymodifications. Bidder(s) are required to return the completed, signed contract to Geswein Farm & Land Realty, LLC by email, fax or delivered in person by 5:00 PM EST of the day following the auction. Along with the completed, signed contract, the Winning Bidder(s) will be required to send the specified non-refundable earnest money deposit as stated in the real estate terms within the Real Estate Contract. This non-refundable earnest money deposit will be held in escrow until closing and that amount will then be credited to the Buyer as part of the purchase price of the property. Wire transfer instructions and escrew agreement forms will be provided to the Buyer along with the transfer instructions and escrow agreement forms will be provided to the Buyer along with the contract after the auction. Purchaser shall be responsible for all wire transfer fees. Successful bidders not executing and returning the completed contract and earnest money deposit by 5:00 EST PM the day after the auction will be considered in default. Such default by the Successful Bidder will result in that Bidder's liability to both the Seller and Geswein Farm & Land Realty, LLC Seller shall have the right to (a) declare this contractual agreement cancelled and recover full damage for its breach, (b) to elect to affirm this contractual agreement and enforce its specific performance or (c) Seller can resell the property either publicly or privately with Geswein Farm & Land Realty, LLC and in such an event, the Buyer shall be liable for payment of any Farm & Land Realty, LLC and in such an event, the Buyer shall be liable for payment of any deficiency realized from the second sale plus all costs, including, but not limited to the holding costs of the property, the expenses of both sales, legal and incidental damages of both the Seller and Geswein Farm & Land Realty, LLC also reserves the right to recover any damages separately from the breach of the Buyer. Both the Successful Bidder and Seller shall indemnify Geswein Farm & Land Realty, LLC for and hold harmless Geswein Farm & Land Realty, LLC from any costs, losses, liabilities, or expenses, including attorney fees resulting from Geswein Farm & Land Realty, LLC being named as a party to any legal action resulting from either Bidders or Sellers failure to fulfill any obligations and undertakings as set forth in this contractual agreement.

NO CONTINGENCIES: This Real Estate contract is not contingent on or subject to Buyer's financing, appraisal, survey or inspections of any kind or any other contingencies as agreed to by bidders at registration prior to bidding.

OFFERING PROCEDURE: The successful Bidder(s) must be prepared to complete a wire transfer for not less than 10% of the purchase price at the conclusion of the auction to serve as Earnest Money. Funds (wire transfers) must be made payable to Land Title Agency. Wire transfer of Earnest Money to Land Title Agency must be completed on April 19, 2024. Earnest Money Wire Instructions will be provided to the successful Bidder(s) post conclusion of the auction.

Seller reserves the right to accept or reject any and/or all bids. The property is being offered to the highest bidder(s) in the manner resulting in the highest sale price.

NEW DATA, CORRECTIONS AND CHANGES: Please review all announcements prior to scheduled auction time to inspect any changes, corrections, or additions to the property

DOWN PAYMENT: A down payment for not less than ten (10%) percent of the bid will be required upon acceptance of the high bid(s) on April 18, 2024. This down payment shall serve as Earnest Money and the balance of the contract purchase price is due in cash at closing. See section above: 'OFFERING PROCEDURE' for more details on Earnest Money. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING OR APPRAISAL, be certain that you have arranged financing, if needed, and are capable of paying for the property in cash at closing

ACCEPTANCE OF BID PRICES: The successful high bidder(s) will enter into a purchase agreement immediately following the close of bidding for presentation to the seller. Final bid prices are subject to approval or rejection by seller.

CONFLICTS: In the event of any conflict between this document and the sales contract, the sales

POSSESSION & CLOSING: Successful bidders are purchasing with no financing contingencies and must be prepared for cash settlement of their purchase on or before May 20, 2024 or within five (5) days after any objections to title have been cleared. Final settlement will require wire transfer. OPEN LEASE FOR 2024 CROP YEAR. Early possession for Agricultural purposes only upon signed Purchase Agreement and 10% Earnest Money deposit.

TITLE: Seller shall furnish the buyer at seller's expense an owner's policy of title insurance in the amount of the purchase price, and agrees to provide and execute a proper deed conveying merchantable title to the real estate to the buyer.

REAL ESTATE TAXES AND ASSESSMENTS: Seller will pay the 2023 payable in 2024 real estate taxes and assessments. 2024 real estate taxes and assessments due and payable in 2025 shall be pro-rated on the date of closing.

EASEMENTS: Sale of property is subject to any and all recorded or apparent easements

SURVEY: Seller shall provide a new survey where there is no existing legal description sufficient to convey title. Any need for a new survey shall be determined solely by the seller unless such surveys are required by the State or local law. The cost of the survey shall be shared equally by the seller and buyer(s). The type of survey performed shall be at the seller's option and sufficient for providing a standard form owner's title insurance policy and the transfer of merchantable title. If a survey is completed, the purchase price for the surveyed tract(s) will be adjusted, up or down, to the exact surveyed acres. The price per acre will be the auction price bid for the tract, divided by the tract acreage estimated in the auction brochure.

MINERAL RIGHTS: Sale shall include 100% of the mineral rights owned by the seller, if any

ACREAGES: All acreages are approximate and have been estimated based upon current legal descriptions, FSA records, and aerial mapping software.

CONDITIONS OF THE AUCTION:

The Auctioneer's decision is final in the event of a dispute over any Auction matter. The Auctioneer reserves the right to accept bids in any increments he feels are in the best interest of his clients and reserve the right to waive any previously printed or announced requirements. All Auction day announcements by the Auctioneer supersede any printed material or any other Auction statements made previously. The Auctioneer reserves the right to bid on behalf of any buyer. All Auction Sales Contracts will be presented to the seller for approval. The Auctioneer buyer. All Auction Sales Contracts will be presented to the seller for approval. The Auctioneer reserves the right to withdraw any property from the Auction, without penalty. Auctioneer may elect to cancel the Auction without penalty if Auctioneer believes that the outcome will not be in the Seller's best interest. If Seller is not present, the Auctioneer may elect to start or cancel the Auction without penalty. The Auctioneer shall be held harmless by buyer and seller should the property fail to go to a successful settlement for any reason. The seller, Auctioneer, and its agents shall not be held liable for any errors or omissions regarding Auction property. Buyer assumes responsibility to check with the appropriate authority/authorities regarding the property's reprint and current of the included use a well as any verticing or coveragets effection the zoning and current or future intended use as well as any restrictions or covenants affecting the property. Bidder(s) have the right and should examine the applicable county master plan and any municipal land use plans and maps for the area in which the property is located prior to bidding. The Seller, Auctioneer, and agents assume no responsibility for the information contained in said plan(s) and assumes no liability for failure by buyer to review the plans. The contract will not be contingent upon bidder(s) review of such plans. Auctioneer complies with all federal, state, and local laws regarding the buying and selling of property.

AUCTION END TIMES: Geswein Farm & Land Realty, LLC online only auctions are timed events and all bidding will close at specified time. However, the auction software utilizes an 'Auto Extend' feature: any bid placed within the final 5 minutes of an auction will result in the auction automatically extending for an additional 5 minutes. The bidding will extend in 5-minute increments from the time the last bid is placed until there are no more bids and the lots sit idle for 5 minutes. Therefore, the auction will not close until all bidding parties are satisfied, and no one can be outbid at the last second without having another opportunity to bid again.

TECHNICAL ISSUES DISCLAIMER: In the event there are technical difficulties related to the Server, software, internet or any other online auction-related technologies, Geswein Farm & Land Realty, LLC reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the company providing the software, nor Geswein Farm & Land Realty, LLC, shall be held responsible for a missed bid or the failure of the software to function properly for any reason.

CONDUCT OF THE AUCTION: The minimum bid increase will be \$5,000. Geswein Farm & Land Realty, LLC and the Seller reserves the right to reject any and all bids for any reason and also reserves the right to cancel this auction or remove any item or lot from this auction prior to the close of bidding. All decisions of Geswein Farm & Land Realty, LLC are final.

VIDEO/PHOTO DISCLAIMER & RELEASE
This auction may be videotaped, as all of our auctions. As a condition of attendance, attendees have agreed to the use of themselves without further consideration or compensation in both audio and video forms. These recordings may be used for purposes of illustration, broadcast, or distribution in any manner associated with the promotion of Geswein Farm & Land Realty, LLC.

RELEASE OF LIABILITY

Attendees agree to observe and obey all rules, warnings, and oral instructions or directions given by Geswein Farm & Land Realty, LLC and/or auction house. Attendees hereby release, given by Geswein Farm & Land Realty, LLC and/or auction house. Attendees hereby release, waive, and forever discharge any and all liability, claims, and demands of whatever kind or nature against Geswein Farm & Land Realty, LLC and its affiliated partners and sponsors, including in each case, without limitation, their directors, officers, employees, volunteers, and agents (the "released parties") either in law or in equity, to the fullest extent permissible by law, including but not limited to damages or losses caused by the negligence, fault, or conduct of any kind on the part of the released parties, including but not limited to death, bodily injury, illness, economic loss, or out of pocket expenses, or loss or damage to property, which attendees, heirs, assignees, next of kin and/or legally appointed or designated representatives, may have or which may hereinafter accrue on my behalf, which arise or may hereafter arise from my attendance and/or participation.

PROPERTY INSPECTION: Every potential Bidder is responsible for conducting, at their own risk, their own independent inspections, due diligence, investigations, and inquiries concerning the property. Inspections may be scheduled with auction personnel. Further, Seller's Agent, and Auctioned disclaim any and all responsibility for Bidders safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the seller or the auction company, auctioneer or real estate agency. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in the brochure is believed to be accurate but is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the seller, the auction company, auctioneer, or real estate agency. All sketches and dimensions in this brochure are approximate. All acreages are approximate and have been estimated based on legal descriptions or aerial photographs. Conduct at the auction and increments of bidding are at the direction and discretion of the auction company and/or and increments of bidding are at the direction and discretion of the auction company and/or auctioneer. The seller & sellers agent reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc. All decisions of the auction company or seller agent are final. Bidder expressly warrants the purchase is being made in AS IS CONDITION and solely based upon Bidder's examination of the Property and without any expressed or implied warranties of the Auction Company or Seller. The property is sold, and the Bidder agrees to accept the Property in its present condition, AS IS, with all faults, in all respects, subject to utility easements, zoning ordinances, and any other restrictions of record. No warranties as to physical condition, environmental condition, habitability, suitability to a particular purpose, tenancies, or compliance with any laws, codes, or ordinances, including those relating to water supplies and septic systems ("Deficiencies") are made by the Seller unless stated otherwise. Any and all cost and responsibility for curing Deficiencies, if any, is the Bidder's, and the correction and cure of any Deficiencies shall not be a condition of this sale or affect the Bidder's obligations under this Contract.

AGENCY & AUCTIONEER: Auctioneer John R. Klemme of Geswein Farm & Land Realty, LLC is the exclusive agent of the seller. Indiana Auction License # AU12000053.

SELLERS: Hanley Family, et al.

Geswein Farm & Land Realty LLC 1100 N 9th Street Lafayette, IN 47904

DISCLAIMER AND ABSENCE OF WARRANTIES: All information in this brochure and all related materials are subject to the terms and conditions outlined in the purchase agreement. ANNOUNCEMENTS MADE BY THE REAL ESTATE AGENCY OR AUCTIONEER DURING THE TIME OF THE SALE WILL TAKE PRECEDENCE OVER . ANY PREVIOUSLY PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.



Fair Oaks, Indiana

Lincoln Township / Newton County

- Offered as One (1) Tract
- Located on corner of 700 N & 400 E
- Just South of Roselawn / West of I-65
- Significant Road Frontage
- Surety WAPI 130.1



-0-0-0**APR** 18

FOR MORE INFORMATION CONTACT:

JOHNNY KLEMME, AUCTIONEER

(765) 427 - 1619Johnny@Gfarmland.com IN AU # 12000053 Seller: Hanley Family, et al.

CRAIG STEVENSON, AUCTION REPRESENTATIVE

(574) 870 -4383 Craig@GFarmland.com





FAIR OAKS, INDIANA
106 +/- Acres | Newton County
Listing # CS2456106AU





PARCEL INFORMATION 106 +/- Acres | Newton County

Listing # CS2456106AU

PART OF PT NWSE; PT NESE; SWSE; PT SESE 27-31N-8W LEGAL DESCRIPTION:

PARCEL ID: PART OF 56-05-27-400-004.000-013

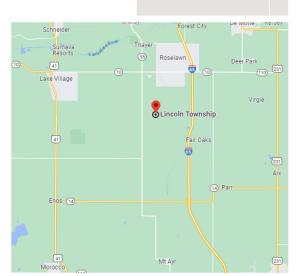
TO BE DETERMINED. PROPERTY BEING SPLIT FROM PARENT TRACT TAXES:

LINCOLN TOWNSHIP **NEWTON COUNTY**

TOTAL ACRES: 106 +/-

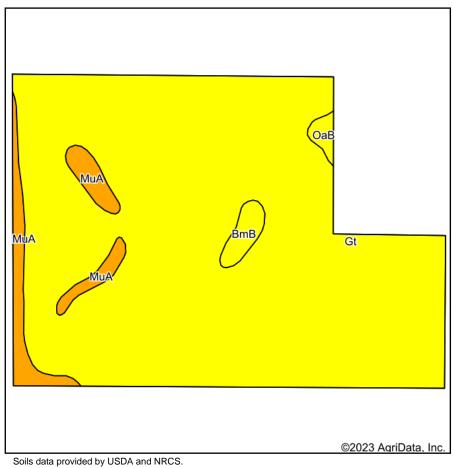
DIRECTIONS

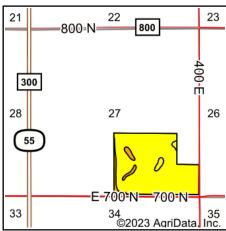
From Fair Oaks Farms: Head north on County Road 1200 W for 5.2 miles. Turn left onto 600 N and follow west for 2 miles. Turn right onto 400 E and follow north for 1.3 miles. The farm will be on the left (west) side after crossing 700 N. The farm is located on the NW corner of 700 N & 400 E.





Soils Map





State: Indiana County: Newton 27-31N-8W Location: Township: Lincoln Acres: 103.83 Date: 10/26/2023







Area S	rea Symbol: IN111, Soil Area Version: 28														
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Water Table	Non- Irr Class *c	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Wheat Bu	Winter wheat Bu	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Soybeans
Gt	Granby loamy fine sand, 0 to 2 percent slopes	96.08	92.5%		0.5ft.	IVw	133	5	9	36		53	57	57	37
MuA	Morocco loamy sand, 0 to 2 percent slopes	5.62	5.4%		1.5ft.	IIIs	102	3	7	36	38	3	49	49	31
BmB	Brems loamy sand, 1 to 3 percent slopes	1.40	1.3%		> 6.5ft.	IVs	77	3	5	27		35	45	45	29
OaB	Oakville fine sand, 2 to 6 percent slopes	0.73	0.7%		> 6.5ft.	IVs	72	3	5	26		37	49	49	30
			V	Neighted A	verage	3.95	130.1	4.9	8.8	35.8	2.1	49.9	*n 56.3	*n 56.3	*n 36.5

^{*}n: The aggregation method is "Weighted Average using all components"

^{*}c: Using Capabilities Class Dominant Condition Aggregation Method Soils data provided by USDA and NRCS.

INDIANA **NEWTON**

United States Department of Agriculture Farm Service Agency

FARM: 698

Prepared: 3/5/24 3:35 PM CST

Crop Year: 2024

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name

CRP Contract Number(s) : None Recon ID : None **Transferred From** : None ARCPLC G/I/F Eligibility : Eligible

Farm Land Data									
Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
165.09	154.64	154.64	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland		Double	Cropped	CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00			0.	00	0.00	0.00	0.00	0.00

Crop Election Choice							
ARC Individual ARC County Price Loss Coverage							
None	WHEAT, CORN, SOYBN	None					

DCP Crop Data						
Crop Name	Base Acres CCC-505 CRP Reduction Acres		PLC Yield	HIP		
Wheat	16.20	0.00	50			
Corn	63.60	0.00	125	0		
Soybeans	25.70	0.00	36	0		

TOTAL 105.50 0.00

NOTES

Tract Number : 1197

Description : S27 T31 R8

FSA Physical Location : INDIANA/NEWTON **ANSI Physical Location** INDIANA/NEWTON

BIA Unit Range Number

HEL Status : NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Tract contains a wetland or farmed wetland

WL Violations

CLARENCE I HANLEY ESTATE Owners

Other Producers : None Recon ID : None

	Tract Land Data								
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane		
165.09	154.64	154.64	0.00	0.00	0.00	0.00	0.0		

INDIANA NEWTON

USDA United States Department of Agriculture Farm Service Agency

Abbreviated 156 Farm Record

FARM: 698

Prepared: 3/5/24 3:35 PM CST

--- V---- 0004

Crop Year: 2024

Tract 1197 Continued ...

Form: FSA-156EZ

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	154.64	0.00	0.00	0.00	0.00	0.00

DCP Crop Data							
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield				
Wheat	16.20	0.00	50				
Corn	63.60	0.00	125				
Soybeans	25.70	0.00	36				

TOTAL 105.50 0.00

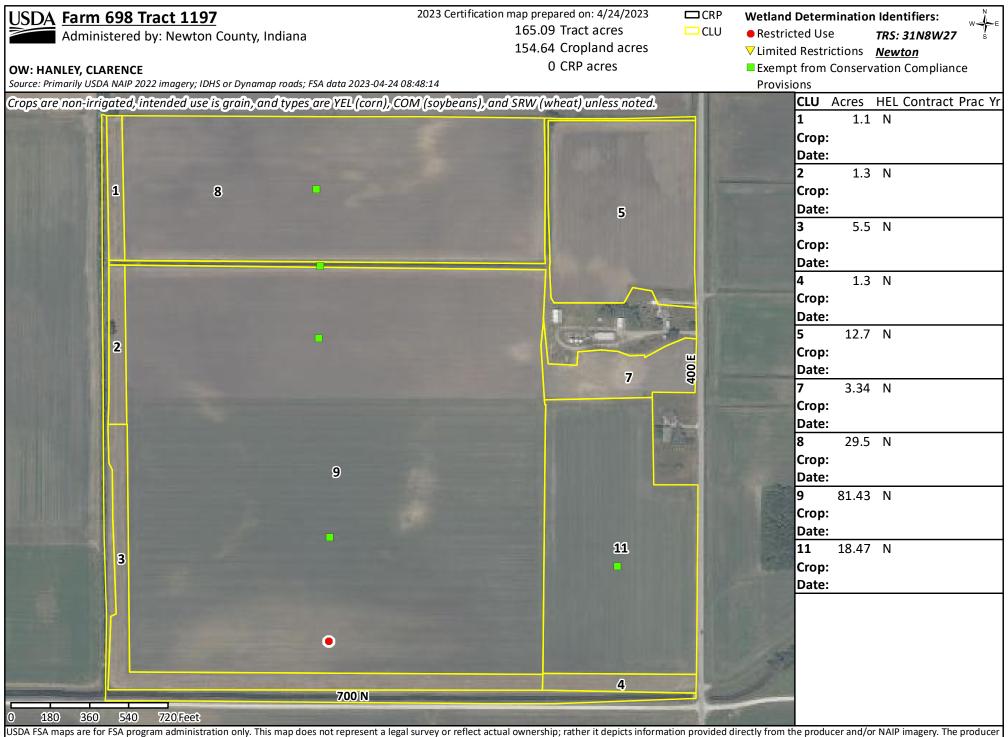
NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint-filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary of Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Page 10 of 11 Page: 2 of 2



accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.