



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Paul A. Lynn & Assoc., LLC	9000489	palccim@gmail.com	832-598-8243
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Paul A. Lynn, CCIM	0244902	palccim@gmail.com	832-598-8243
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

THIS FORM OF AGREEMENT, WHEN FILLED IN AND EXECUTED BY BUYER AND SELLER, IS INTENDED TO BE A BINDING REAL ESTATE CONTRACT.

AGREEMENT TO PURCHASE

This Agreement to Purchase (this “**Agreement to Purchase**”) is dated December 14, 2016 and is entered into by and between Wilder Corporation of Delaware, a Delaware corporation, aka Wilder Corporation, and/or Wilder Farms, Inc., an Illinois corporation, aka Wilder Farms, *as their respective interests appear with respect to the Property and the Assumed Contracts* (“**Seller**”), and the individual(s) and/or entity(ies) signing as Buyer(s) (“**Buyer**”) on the signature page of this Agreement to Purchase (the “**Signature Page**”).

The following documents are incorporated herein as integral parts of this agreement and, together with this Agreement to Purchase, are collectively referred to herein as this “**Agreement**”: (a) the aerial auction tract map and auction tract descriptions attached hereto as Exhibit A (“**Exhibit A**”); (b) the auction announcements attached as Exhibit B (“**Exhibit B**”); and (c) the Earnest Money Receipt and Escrow Terms attached as Exhibit C (“**Exhibit C**”).

This Agreement is executed in connection with a public auction conducted on this date (the “**Auction**”) by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”) in cooperation with Paul A. Lynn & Associates, LLC (“**Cooperating Broker**”) on behalf of Seller with respect to certain real estate located in Hartley and Moore Counties in the State of Texas offered in twelve (12) separate tracts, each of which is depicted and identified by tract number in Exhibit A.

Buyer is executing this Agreement as the high bidder at the Auction with respect to the particular auction tract(s) designated by the tract number(s) written on the Signature Page and identified by the same tract number(s) in Exhibit A (the “**Purchased Tract(s)**”).

NOW, THEREFORE, in consideration of the foregoing premises and the provisions of this Agreement, the parties agree as follows:

- 1. Subject of Agreement; Property.** In accordance with and subject to the terms of this Agreement, Buyer agrees to purchase from Seller, and Seller (upon execution and delivery of Seller’s acceptance) agrees to sell to Buyer the property described as follows (collectively, the “**Property**”): (a) the land comprising the Purchased Tract(s) together with all buildings, improvements and permanent fixtures, if any, presently existing on said land, all grain storage bin(s), if any, presently located on said land, and all of Seller’s interest, if any, with respect to the Minerals (the “**Real Estate**”); and (b) the center pivot irrigation system(s) presently located on the Real Estate, including all equipment comprising the component parts of such irrigation system(s) (such as pipes, pivots, sprinklers, power units, motors, gear heads, pumps and/or well-related equipment, if any) currently located on the Real Estate and used in the operation of such irrigation system(s) (the “**Irrigation Equipment**”). The Property does not include crops or LP tanks, if any, currently located on the Real Estate. Notwithstanding the foregoing provisions, the “**Property**” to be acquired by Buyer includes or excludes any property that is specifically included or excluded pursuant to another provision of this Agreement to Purchase and/or Exhibit B.
- 2. Minerals.** Buyer’s acquisition of the Property shall include the acquisition of all of Seller’s interest, if any, with respect to the Minerals. However, no representation or warranty is or will be made as to the existence of any Minerals or the nature or extent of Seller’s interest therein. “**Minerals**” refers to oil, gas and other minerals under the surface of the Real Estate and all rights appurtenant thereto.
- 3. Excluded Interests.** The sale of the Real Estate pursuant to this Agreement does not include and is subject to the following property interests and rights (collectively, the “**Excluded Interests**”): (a) any previously-severed Minerals and Energy Rights owned by any party other than Seller; and (b) any executive rights, ingress and egress rights and other rights appurtenant to the previously-severed Minerals and Energy Rights. If the Property includes any of Tracts 1, 2, 4, 5, 6, 7, 8, 9, 10 and/or 11 (the “**Kasper Tracts**”), Buyer understands and acknowledges that, with respect to those tracts, Seller’s predecessors in title have previously severed and reserved: (i) at least 15/16th of the Minerals; and (ii) all commercial wind and wind rights, commercial solar and solar rights and alternative commercial energy and energy rights, in, on, and above the real estate (collectively, “**Energy Rights**”), as well as executive rights with respect to such property interests and the right of ingress and egress over and across adjacent or contiguous lands.
- 4. Purchase Price; Buyer’s Premium.** The total purchase price for the Property consists of the amount in U.S. Dollars which is written as the purchase price on the Signature Page (the “**Purchase Price**”) and consists of the amount of Buyer’s bid (the “**Bid Amount**”) plus a Buyer’s Premium equal to three percent (3.0%) of the Bid Amount. If a new post-Auction survey of all or any part of the Property is procured in accordance with the terms of this Agreement, the Purchase Price shall be subject to adjustment based on the number of acres shown in such survey if and only if (and only to the extent that) such an adjustment is applicable in accordance with the terms of Exhibit B. Prior to the Closing, Buyer shall deliver Good Funds to the Closing Agent in the amount of the Purchase Price, plus expenses

charged to Buyer as provided in this Agreement, less previously-delivered Earnest Money and any other credits due Buyer as provided in this Agreement. “**Good Funds**” means immediately available funds delivered by confirmed wire transfer to an account designated by the Closing Agent.

5. **Earnest Money.** Concurrently with the execution of this Agreement, Buyer shall deliver an earnest money deposit (the “**Earnest Money**”) payable to the Escrow Agent in an amount equal to at least ten percent (10%) of the Purchase Price, to be applied to the Purchase Price at Closing and otherwise held and disbursed in accordance with the Escrow Terms set forth in the attached **Exhibit C** which is incorporated as an integral part of this Agreement.

6. **Escrow Agent and Closing Agent.** “**Escrow Agent**” refers to the company holding the Earnest Money pursuant to the mutual agreement of Seller and Buyer and “**Closing Agent**” refers to the company administering the Closing pursuant to the mutual agreement of Seller and Buyer; *provided, however*, unless otherwise mutually agreed in writing, “**Escrow Agent**” and “**Closing Agent**” shall refer to Dalhart Abstract Company, LP, 501 Denrock, Dalhart, TX 79022 (Tel: 806-244-4962).

7. **Conveyance Requirements.** Buyer’s obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following requirements (collectively, the “**Conveyance Requirements**”): (a) that Buyer has received the Final Title Commitment in accordance with the terms of this Agreement; (b) that Seller is able to satisfy the requirements of the Final Title Commitment other than requirements that are to be satisfied by Buyer; *provided, however*, if the schedule of requirements in the Final Title Commitment includes any requirement for an affidavit, release or similar instrument intended as evidence of the release, cancellation or termination of a matter of record (*other than a lien*) that constitutes a Permitted Exception, such requirement and matter of record may be removed from the schedule of requirements and added to the schedule of exceptions in the Final Title Commitment at the direction of Seller in its sole discretion; (c) that Seller is able to convey and transfer the Property in substantially its present condition (except as otherwise provided in Section 23 below); (d) that Seller is able to deliver possession of the Property in accordance with the terms of this Agreement; (e) that Seller is able to convey fee simple title with respect to the Real Estate in accordance with the terms of this Agreement, free and clear of any lien (except the lien for current, non-delinquent Taxes) and free and clear of any other material encumbrance or condition that does not constitute a Permitted Exception; and (f) that Seller is able to transfer title to the Irrigation Equipment free and clear of liens, but subject to the Permitted Exceptions. For purposes of this Agreement, the title to the Property shall be deemed sufficient and marketable if Seller is able to convey and transfer the Property in conformance with the Conveyance Requirements. If Seller is unable to convey and transfer the Property in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of said condition, but not a Seller default; and (ii) either party may terminate this Agreement prior to Closing by written notice to the other; *provided, however*, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the date of Closing up to 30 days in order to cure such nonconformity. In the event of termination by either party pursuant to this Section 7, Buyer shall be entitled to the return of the Earnest Money as Buyer’s sole and exclusive remedy.

8. **Preliminary Title Evidence.** Buyer acknowledges that the preliminary title insurance schedules prepared by Dalhart Abstract Company, LP dated August 14, 2016 and identified as File No.: 16-301 (“**Preliminary Title Evidence**”) has been made available for review by prospective bidders prior to the Auction and also has been made available for review at the Auction site prior to and during bidding.

9. **Final Title Commitment; Owner’s Title Insurance Policy.** Buyer has the right to receive, as a condition to Buyer’s obligation to acquire the Property at Closing, and at Seller’s expense, an updated commitment for the issuance of a standard owner’s title insurance policy with respect to all of the Real Estate (except Minerals) in the name of Buyer for the aggregate amount of the Purchase Price, updated to a date after this Agreement and prior to Closing (“**Final Title Commitment**”). Buyer agrees to accept the Final Title Commitment furnished by Seller notwithstanding: (a) standard exceptions, conditions and requirements; (b) any exception, condition or requirement that can and will be satisfied and/or removed at or prior to Closing; and/or (c) any matter listed, described or revealed in the Final Title Commitment that constitutes a Permitted Exception. Subject to the foregoing provisions, Buyer agrees to accept a Final Title Commitment prepared by the same company that prepared the Preliminary Title Evidence. At Closing, Seller shall pay for the cost of issuing a standard owner’s title insurance policy in accordance with the Final Title Commitment.

10. **Survey.** One or more new surveys shall be obtained prior to Closing if and only if: (a) a new survey of the Real Estate or any part(s) thereof is deemed necessary or appropriate in Seller’s sole discretion; or (b) a Well Survey is obtained in accordance with the terms of Exhibit B. If a new survey is obtained: (i) the survey shall be ordered by an agent of the Seller; (ii) the survey shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller; and (iii) the survey costs shall be shared equally (50:50) by Seller and Buyer.

11. **Additional Title Evidence.** If Buyer intends to obtain any Additional Title Evidence (as defined below): (a) Buyer shall be solely responsible for obtaining such Additional Title Evidence in a timely manner and for paying all costs

associated therewith; (b) the Closing shall not be conditioned upon or delayed for the delivery of any Additional Title Evidence; (c) Seller shall have no obligation with respect to any matter identified in the Additional Title Evidence that constitutes a Permitted Exception; and (d) Buyer's obligation to acquire the Property at Closing shall not be contingent upon the delivery of any Additional Title Evidence or the satisfaction of any other condition except as expressly set forth in this Agreement. "**Additional Title Evidence**" refers to any title evidence sought or obtained by Buyer (including but not limited to any title search, abstract, title opinion, mineral ownership report, mineral title opinion, title insurance commitment, title insurance policy, title insurance endorsement, other title insurance product, survey product and/or other evidence of title) *other than or in addition to*: (i) the Final Title Commitment furnished in accordance with the express terms of this Agreement; (ii) the standard owner's title insurance policy to be issued in accordance with the Final Title Commitment; and (iii) any survey that is obtained in accordance with the express terms of this Agreement.

12. **Delivery of Title.** The Real Estate shall be conveyed to Buyer by warranty deed, subject to the Permitted Exceptions, to be furnished by Seller at Seller's expense and executed and delivered at Closing. The Irrigation Equipment shall be transferred to Buyer pursuant to a bill of sale with a disclaimer of all warranties except standard warranties of title, to be furnished by Seller at Seller's expense and executed and delivered at Closing. If it is necessary to allocate the Purchase Price between real estate and personal property for purposes of the Closing then, in the absence of an agreement for such allocation, all parties hereby agree to use an allocation to be provided by Seller for this purpose.

13. **Assumed Contracts.**

(a) Buyer shall acquire the Property subject to and notwithstanding any and all existing rights and obligations under the Assumed Contracts. "**Assumed Contracts**" refers to each and all (whether one or more) of the lease(s) and/or contract(s) identified in the table, below, that apply(ies) to the Purchased Tract(s). "**Assumed Contract**" refers to one of the Assumed Contracts.

Applies to:	Description:
Kasper Tracts	Lease Agreement dated April 1, 2015 pursuant to which "Curtis Lockhart, dba Lockhart Land & Cattle", as Tenant, is leasing 10,560 (±) acres comprising all of the Kasper Tracts (i.e., all except Tracts 3 and 12) for a lease term ending December 31, 2017
Tracts 3 & 12	Lease Agreement dated May 8, 2015 pursuant to which "Froese Custom Harvesting; Cornelios & Susana Banman", as Tenant, is/are leasing 1,600 (±) acres comprising Tracts 3 and 12 for a lease term ending December 31, 2017
Tracts 3 & 12	USDA Conservation Reserve Program (CRP) contract currently in effect through September 30, 2021 with respect to 239 (±) acres comprising parts of Tracts 3 and 12
Tract 3	USDA Conservation Reserve Program (CRP) contract currently in effect through September 30, 2021 with respect to 66 (±) acres comprising parts of Tract 3

(b) Except as otherwise provided in Subsections 13(c) through 13(f), below: (i) all rights of Seller under the Assumed Contracts shall be assigned to Buyer effective as of the date of Closing; (ii) Buyer shall assume (and shall indemnify and hold harmless Seller with respect to) all obligations of Seller under the Assumed Contracts which are to be performed after the date of Closing; (iii) the obligations assumed by Buyer shall not include (and Seller shall indemnify and hold harmless Buyer with respect to) any liability arising from any breach, default or non-performance of Seller's obligations under the Assumed Contracts prior to the date of Closing; and (iv) at Closing, Seller and Buyer shall execute and deliver instrument(s) of assignment and assumption in accordance with the provisions of this Section 13, without any warranty or representation of any kind; *provided, however*, the assignment and assumption of the Assumed Contracts, as described herein, shall be effective as of the date of Closing, in any event, with or without the execution of a separate instrument of assignment and assumption.

(c) If any Assumed Contract applies to other land in addition to the Purchased Tract(s): (i) the rights and obligations of Seller with respect to such Assumed Contract shall be assigned to and assumed by Buyer only to the extent that such Assumed Contract pertains to the Purchased Tract(s); and (ii) the rights and obligations of Seller with respect to such Assumed Contract shall be allocated proportionately between such other land and the Purchased Tract(s), for purposes of the assignment and assumption thereof, based on the number of acres included with such other land and the Purchased Tract(s), respectively.

(d) With respect to the assignment and assumption of the applicable lease(s) identified above, Seller shall retain the rights to the rent due for the entire calendar year 2016 and all prior years and Buyer shall acquire the rights to the 2017 rent.

(e) If the Property includes any of the Kasper Tracts, the obligations assumed by Buyer shall not include (and Seller shall indemnify and hold harmless Buyer with respect to) any obligation relating to the Branson Auto and Farm Museum in Branson Missouri under the terms of the Lockhart lease identified above.

(f) If the Property includes Tract 3 and/or Tract 12, the following provisions shall apply with respect to the assignment and assumption of the applicable CRP contract(s) identified above: (i) Buyer acknowledges that the CRP payments are currently being paid to the tenant; (ii) the rights assigned to Buyer shall not include any payment that is payable to the tenant under the applicable CRP contract(s); (iii) Buyer shall assume all obligations of Seller in accordance with the requirements of the Conservation Reserve Program, but Seller shall indemnify and hold harmless Buyer with respect to any liability arising from any breach, default or non-performance of Seller's obligations prior to the date of Closing; (iv) as soon as possible after Closing, Buyer and Seller shall timely execute and deliver all documents and take all action required by the FSA office(s) in order to effectuate the assignment and assumption of the applicable CRP contract(s) in accordance with this Section 13; and (v) Buyer shall indemnify and hold harmless Seller from and against any loss, expense, penalty, repayment and/or interest assessed against or incurred by Seller as a result of any termination, non-compliance and/or owner-ineligibility after Closing and/or Buyer's failure to timely execute and deliver all documents required by the FSA office(s) as provided above.

14. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept the title, deed, title insurance and any survey subject to and notwithstanding the following matters (each a "**Permitted Exception**" and collectively the "**Permitted Exceptions**"): (a) existing roads, public utilities, drains and levees; (b) visible and/or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) any variation between a deeded boundary line and a fence line, field line, ditch line, irrigation circle or other visible occupancy or occupancy line; (e) any lien for current, non-delinquent Taxes; (f) local ordinances and zoning laws; (g) the Excluded Interests and all rights appurtenant thereto; (h) any oil, gas or mineral lease; (i) any rights, agreements, obligations, restrictions and/or regulations pertaining to the use of water, and/or pertaining to drainage and/or levee(s), which are of public record and/or which exist pursuant to any law, ordinance, regulation or rule of any state or local governmental agency, municipality or district; (j) the Assumed Contracts and any other matter disclosed in this Agreement (including Exhibit B); (k) easements, conditions, restrictions, reservations and/or other matters (except liens, if any) appearing of record, including but not limited to matters appearing of record and disclosed, identified or listed as exceptions in the Preliminary Title Evidence; and (l) all matters (except liens) listed, disclosed or described in the Preliminary Title Evidence, whether or not referring to a recorded instrument.

15. **Conditions to Closing.** Buyer's obligation to purchase and acquire the Property at Closing is not contingent upon Buyer's ability to obtain financing or the satisfaction of any other condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to the Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement (including the condition that Seller is able to convey and transfer the Property in conformance with the Conveyance Requirements).

16. **Closing.** The "**Closing**" refers to the final delivery and exchange of documents and funds in connection with the consummation of the sale and purchase of the Property in accordance with the terms of this Agreement, including the delivery of title to Buyer and the delivery of the Purchase Price to Seller. Subject to the terms and conditions of this Agreement, the Closing shall occur on or before January 31, 2017 or as soon as possible after said date upon completion of the survey(s) (if applicable), the Final Title Commitment and Seller's closing documents; provided, however, if for any reason the Closing does not occur on or before January 31, 2017 then, subject only to the satisfaction of the conditions set forth in Section 15 above, Buyer shall be obligated to close on a date specified in a written notice from Seller or Seller's agent to Buyer or Buyer's agent which date must be: (a) at least 10 days after the effective date of such notice; and (b) at least 10 days after completion of the survey(s), if applicable, and the Final Title Commitment. Unless otherwise mutually agreed in writing, the Closing shall be held at and/or administered through the office of Dalhart Abstract Company, LP, 501 Denrock, Dalhart, TX 79022 (Tel: 806-244-4962).

17. **Allocation of Purchase Price Due to Multiple Counties and/or Multiple Sellers.** If the Property includes real estate located in separate counties, the Purchase Price shall be allocated proportionately between the respective portions of the Property located in each respective county, for the purpose of administering the Closing, based on the number of acres located in each respective county according to the property tax assessment records of each county. If the Property includes real estate within the same county owned by different Seller entities, the Purchase Price (or, if applicable, the portion of the Purchase Price allocated to that county) shall be allocated proportionately between the respective portions of the Property owned by each such Seller entity, for the purpose of administering the Closing, based on the number of acres owned by each Seller entity according to the county's property tax assessment records.

18. **Seller's Expenses.** The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) all costs of releasing existing liens, if any, and recording the releases; (b) one-half of the fee charged by the Closing Agent to administer a cash closing; (c) one-half of the cost of the survey(s), if any, procured in accordance with this Agreement; (d) the cost of the owner's title insurance; (e) the cost of preparing Seller's transfer documents, including the deed(s), bill of sale and any applicable instrument(s) of assignment and assumption with respect to any Assumed Contracts; (f) the professional fees due Auction Company and Cooperating Broker in connection with this transaction; (g) any expense stipulated to be paid by Seller under any other

provision of this Agreement; and (h) any expense normally charged to a seller at closing and not specifically charged to Buyer in this Agreement.

19. **Buyer's Expenses.** The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Closing Agent prior to Closing: (a) any expense incident to a loan obtained by Buyer which is not otherwise paid by Buyer outside of Closing, including any loan commitment fees, document preparation, recording fees, title examinations, lender's title insurance, prepaid interest and credit reports; (b) one-half of the fee charged by the Closing Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) one-half of the cost of the survey(s), if any, procured in accordance with this Agreement; (d) any expense stipulated to be paid by Buyer under any other provision of this Agreement; and (e) any expense normally charged to a buyer at closing and not specifically charged to Seller in this Agreement.

20. **Property Taxes and Assessments.** Ad valorem property taxes and special assessments that are assessed against and attributable to the existing tax parcel(s) that include any part of the Property and any related fees, penalties and interest (collectively, "**Taxes**") shall be allocated and paid as follows: (a) Buyer shall assume and pay the Taxes for the entire calendar year 2017 (and thereafter) to the extent attributable to the Property; and (b) if any Taxes for the calendar year 2016 or any prior year remain unpaid at the time of Closing, the amount of such unpaid Taxes shall be withheld from Seller's proceeds at Closing and paid directly to the appropriate tax collection office.

21. **Rollback Taxes.** If the Taxes have been determined by a special appraisal method that allows for appraisal of the land at less than its market value, an additional tax, penalty and/or interest may be imposed or assessed as a result of the transfer of the Real Estate or a change in use ("**Additional Assessments**"). Any Additional Assessments shall be paid by Buyer; *provided, however*, Seller shall pay any Additional Assessments that are attributable to Seller's change in use of the Real Estate prior to Closing or a denial of a special use valuation on the Real Estate claimed by Seller for any period prior to Closing.

22. **Delivery of Possession.** Possession of the Property shall be delivered to Buyer at Closing, subject to the Permitted Exceptions (including the applicable Assumed Contracts).

23. **Risk of Loss.** The Property shall be conveyed and transferred at Closing in substantially its present condition and Seller assumes the risk of material loss or damage until Closing; *provided, however*, Buyer shall be obligated to acquire the Property notwithstanding the occurrence of any of the following prior to Closing: (a) normal use, wear and tear; (b) loss or damage that is repaired prior to Closing; and (c) loss covered by Seller's insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss.

24. **Condition of Property; Acknowledgment of Buyer.** Buyer is responsible for having completed all appropriate inspections of and investigations with respect to the Property prior to bidding at the Auction. Buyer acknowledges and represents to Seller that Buyer has either completed all such inspections and investigations or has knowingly and willingly elected to purchase the Property without having completed such inspections and investigations. In either case, Buyer assumes all risks and agrees to purchase and acquire the Property in "as is" condition. Buyer acknowledges that Seller has not agreed to perform any work on or about the Property, before or after Closing, as a condition of this Agreement.

25. **THE PROPERTY IS SOLD "AS IS". ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SELLER, AUCTION COMPANY, COOPERATING BROKER OR ANY OF THEIR RESPECTIVE REPRESENTATIVES AND AGENTS BE LIABLE FOR CONSEQUENTIAL DAMAGES.** Without limiting the foregoing provisions, Seller, Auction Company, Cooperating Broker and their respective agents and representatives disclaim any representation or warranty with regard to acreages, zoning matters, water rights, location or availability of utilities, availability of building, water or other permits, whether or not the Property qualifies for any specific use or purpose and/or the accuracy of any third party reports or materials provided in connection with this Agreement and/or the marketing of the Property and/or the Auction.

26. **Use of Water; Water Rights.** Without limiting the foregoing provisions, Seller, Auction Company, Cooperating Broker and their respective agents and representatives make no promise or warranty and no authoritative representation as to the historic use or legal status of any use of water or any well associated with and/or used on the Property. Buyer assumes all responsibility with respect to the transfer of any rights or permits with respect to the use of any water and/or well, including but not limited to responsibility for the preparation and filing of all documents and the payment of all fees in connection with such transfers. Seller agrees to cooperate with respect to the execution of any documents that are required to be signed by the transferor in connection with such transfers.

27. **Water Flow Reports.** Water flow reports prepared in 2015 by RNA AG Services, LLC) have been made available to prospective buyers. Seller, Auction Company, Cooperating Broker and their respective agents and representatives disclaim any warranty or representation with respect to information contained in any water flow report.

28. **Remedies; Buyer Default.** The term “**Buyer Default**” refers to nonpayment of the Earnest Money in accordance with the provisions of this Agreement (including but not limited to nonpayment or dishonor of any check delivered for the Earnest Money) and/or the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Buyer’s obligation(s) under this Agreement. In the event of a Buyer Default, the following provisions shall apply:

(a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Purchase Price. Upon Seller’s demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that, in the event of a Buyer Default, it would be impractical and extremely difficult to calculate the damages which Seller may suffer and that the liquidated damages amount provided above is a reasonable estimate of the total net economic detriment that Seller would suffer due to a Buyer Default. If this liquidated damages provision is adjudicated as unenforceable, all other remedies shall be available to Seller, in equity or at law, including the right to recover actual damages, plus attorney fees.

(b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller’s demand, Buyer shall execute and deliver to the Escrow Agent an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to any other recovery, all expenses, including reasonable attorney fees, incurred by Seller in seeking to enforce any right or remedy.

(c) Without limiting the foregoing provisions, Seller shall have the right to: (i) terminate Buyer’s right to acquire the Property under this Agreement without prejudice to Seller’s right to recover damages (including liquidated damages as provided above) by giving notice of such termination to Buyer; or (ii) terminate this Agreement in all respects by giving notice of such termination to Buyer.

29. **Remedies; Seller Default.** The term “**Seller Default**” refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller’s obligation(s) under this Agreement; *provided, however*, if Seller is unable to convey and transfer the Property in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Section 7 above, and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; (b) upon such demand and Buyer’s receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; and (c) at Buyer’s option, at any time prior to such termination, Buyer may elect instead to seek specific performance of Seller’s obligations.

30. **Remedies; General.** Notwithstanding any other provision, if this transaction fails to close, the Escrow Agent is authorized to hold the Earnest Money until it receives a Disbursement Authorization as defined in Exhibit C. In the event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Property, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys’ fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE SALE AND PURCHASE OF THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

31. **Notices.** A notice given to a party under this Agreement shall be in writing and sent via US Certified Mail return receipt requested or via overnight delivery by a nationally-recognized commercial courier regularly providing proof of delivery (such as FedEx or UPS) to the party’s notification address as provided below. If email address(es) is/are provided with a party’s notification address in this Agreement, a legible PDF copy of any notice to such party shall be sent to the email address(es) provided. A notice shall be effective as of the first business day after the notice has been sent in accordance with this Section 31. Subject to each party’s right to change its notification address (by giving notice of such change to all other parties), the parties’ notification addresses are as follows:

If to Seller: C/o Wilder Corporation, ATTN: Mary Carotenuto, 2536 Countryside Blvd., Ste. 250, Clearwater, FL 33763

With PDF copies via email to: mary@wilderofficebuildings.com; and
RD@schraderauction.com; and
palccim@gmail.com

If to Buyer: The Buyer’s mailing address (and email address, if any) provided on the Signature Page.

32. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or any part of the Property as part of an exchange under §1031 of the Internal Revenue Code (“**Exchange**”). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party’s Exchange.

33. **Agency; Sales Fee.** Auction Company, Cooperating Broker and their respective agents and representatives are acting solely on behalf of and exclusively as the agents for the Seller and not as agents of Buyer. Buyer acknowledges having received, prior to signing this offer, the Texas Real Estate Commission form of Information About Brokerage Services, and Buyer agrees to initial and deliver said form concurrently with the execution of this Agreement. The commission due Auction Company and Cooperating Broker shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller, Auction Company and Cooperating Broker from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Property as a result of Buyer’s dealings with such other broker or person. This obligation of Buyer shall survive Closing.

34. **Statutory Notices.** For purposes of the following statutory notices, “**you**” refers to Buyer.

(a) **ABSTRACT OR TITLE POLICY:** The Seller’s Brokers are required by law to notify you, as Buyer, that you should have an abstract of title covering the Property examined by an attorney of your choice, OR you should be provided with or obtain a title insurance policy. By signing below, you acknowledge receipt of the foregoing notice. (Note: For purposes of this Agreement, Seller is required to furnish title insurance in accordance with terms of Section 9 above.)

(b) **NOTICE REGARDING POSSIBLE ANNEXATION:** If the property that is the subject of this contract is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the property is located within a municipality’s extraterritorial jurisdiction or is likely to be located within a municipality’s extraterritorial jurisdiction, contact all municipalities located in the general proximity of the property for further information.

(c) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** The real property, described in this Agreement, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property.

(d) **NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES:** **If for the current ad valorem tax year the taxable value of the land that is the subject of this contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.**

35. **Execution Authority.** With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals (“**Entity**”) identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such Entity jointly and severally promise, represent and warrant that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.

36. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that no assignment by Buyer (other than an assignment to a qualified intermediary or accommodation titleholder in connection with an Exchange) shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.

37. **Miscellaneous Provisions.** The meaning ascribed to a capitalized term where it appears in this Agreement in bold font with quotation marks shall apply to such capitalized term as it used throughout this Agreement. Time is of the essence of this Agreement. All provisions of this Agreement shall survive the Closing. This Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by any party and/or their respective agents. No party to this Agreement is relying upon any statement or promise that is not set forth in this Agreement and no party shall be bound by any purported oral modification or waiver of any provision of this Agreement. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. Execution of this Agreement or any counterpart includes, without limitation, execution and delivery via fax and/or email.

38. **Offer and Acceptance; Acceptance Deadline.** Buyer's high bid constitutes an offer to purchase the Property in accordance with the terms of this Agreement which, if accepted by Seller, as evidenced by Seller's execution and delivery of this Agreement, shall constitute the binding agreement of the parties. This offer shall be deemed automatically withdrawn (and the Earnest Money shall be returned to Buyer) if this offer is not accepted by Seller on or before 11:59 p.m. (Central Time) on **December 14, 2016**. Acceptance by Seller shall include delivery (including but not limited to delivery via fax or email) of the Signature Page with Seller's signature to Buyer and/or an agent or representative of Buyer within the time specified in this Section.

[The remainder of this Agreement is contained in the immediately-following Signature Page.]

[Signature Page]

IN WITNESS WHEREOF, the parties have designated the particular auction tract(s) purchased by Buyer and the amount of the Purchase Price and Earnest Money for purposes of this Agreement as follows:

Tract(s) _____ comprising _____ (±) acres, more or less, as identified, depicted and described by reference to the same tract number(s) in the aerial auction tract map(s) and tract descriptions attached as **Exhibit A**, being one or more of the tracts in Hartley and Moore Counties in the State of Texas offered at the Auction conducted on this date, and being the Purchased Tract(s) for purpose of this Agreement.

Bid Amount: \$ _____

3% Buyer's Premium: \$ _____

Purchase Price: \$ _____

Earnest Money: \$ _____ (pay to "Dalhart Abstract Company, LP")

SIGNATURE OF BUYER: On the 14th day of December, 2016, this Agreement is signed by the undersigned, constituting the "Buyer" for purposes of this Agreement:

Printed Name of Buyer, Co-Buyer or Buyer Entity

Printed Name of Buyer, Co-Buyer or Buyer Entity

Signature

Signature

Office or Capacity (if signing on behalf of a Buyer Entity)

Office or Capacity (if signing on behalf of a Buyer Entity)

Type of Buyer Entity and State of Organization (if applicable)

Type of Buyer Entity and State of Organization (if applicable)

(Buyer's Address)

(City, State, Zip)

(Buyer's Telephone Number)

(Buyer's Email Address)

(Buyer's Lender, if any)

ACCEPTANCE OF SELLER: Signed and accepted by Seller on the 14th day of December, 2016:

As their respective interests appear with respect to the Property and the Assumed Contracts:

WILDER CORPORATION OF DELAWARE;

and/or

WILDER FARMS, INC.:

By: _____
Mary Carotenuto, President

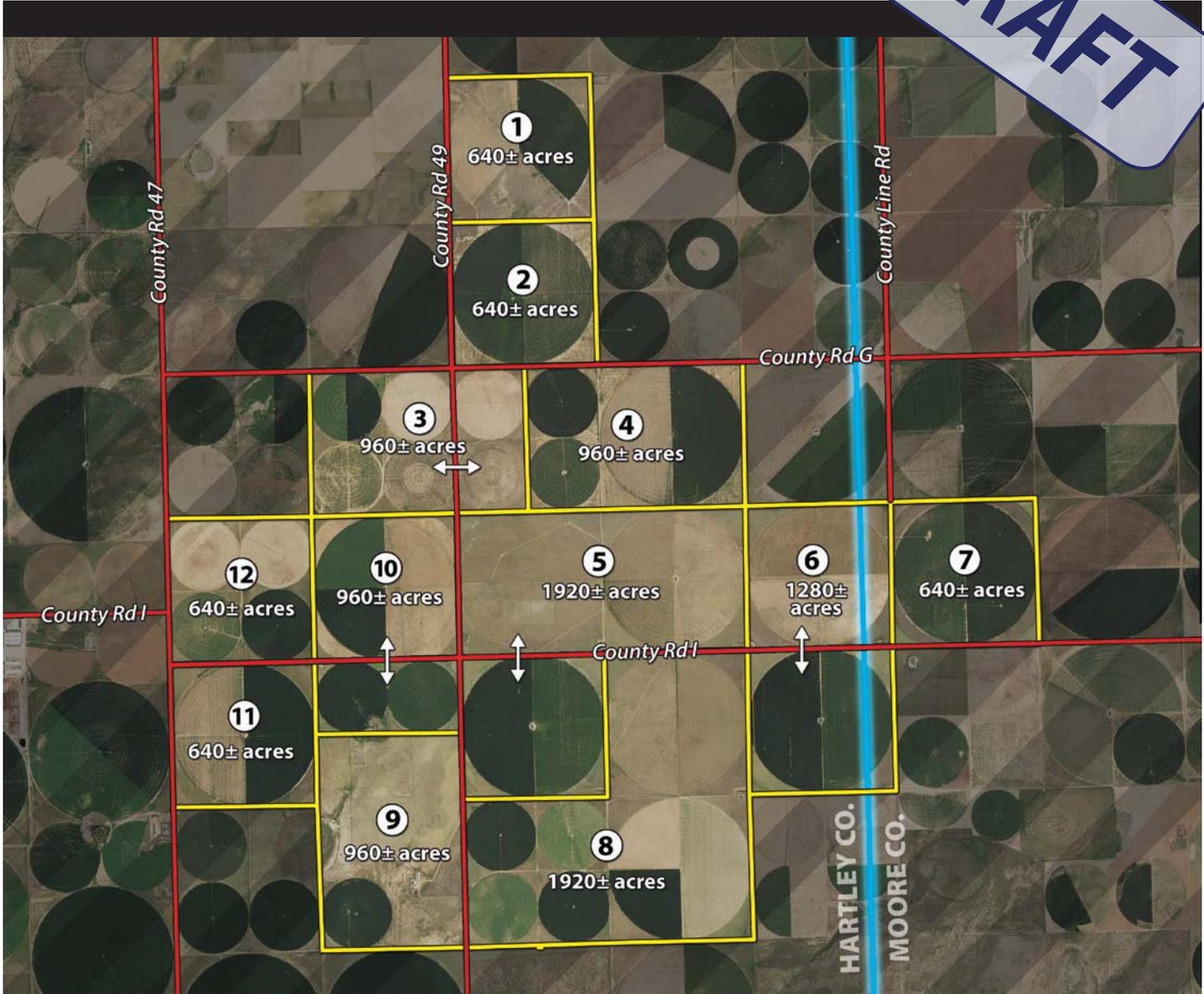
(Signing as the duly-authorized officer of both entities.)

EXHIBIT A

Auction Tract Map & Descriptions

Buyer: _____

Seller: _____



Tract #	Section *	County	Acres (±)	Irrigation Equipment
1	423	Hartley	640±	1999 18-tower Valley
2	418	Hartley	640±	1995 18-tower Valley
3	380, W/2 381	Hartley	960±	(2) 1983 Valley, 1983 Zimmatic, (2) 1982 Zimmatic, 2002 Reinke
4	382, E/2 381	Hartley	960±	1993 17-tower Zimmatic, 1993 7-tower Zimmatic, 1985 8-tower Zimmatic
5	376, 375, 339	Hartley	1920±	2002 18-tower Reinke, 1995 18-tower T-L
6	374, 341	Hartley Moore	1280±	1999 18-tower Reinke, 1991 19-tower Reinke
7	373	Moore	640±	1997 18-tower Reinke
8	340, 333, 334 and 0.2± ac. in 297	Hartley	1920±	2012 8-tower Reinke, (2) 1997 18-tower Reinke, (2) 1997 8-tower Reinke, 1985 8-tower T-L
9	335, S/2 338	Hartley	960±	1980 10-tower Reinke
10	377, N/2 338	Hartley	960±	1997 18-tower Reinke, 1980 7-tower Valmont, 1980 8-tower Valmont
11	337	Hartley	640±	1997 18-tower Zimmatic
12	378	Hartley	640±	(3) 1985 Valley, 2000 Valley
			12,160	

* All in Block No. 44, H.&T.C. Ry. Co. Survey

Boundary lines and/or acreages depicted in the marketing materials and auction tract maps, including this Exhibit A, are approximations and are provided for illustrative purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries and/or acreages.

Buyer(s): _____

Seller: _____

EXHIBIT B

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

In cooperation with Paul A. Lynn & Associates, LLC

Date: December 14, 2016

Owner: Wilder Corporation of Delaware and/or Wilder Farms, Inc.,
as their respective interests appear

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. You may bid on any tract or combination of tracts or the entire property. Bidding will remain open on individual tracts and all combinations until the close of the auction.
3. Bidding will be on a lump sum basis. Minimum bids are at the discretion of the auctioneer.
4. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed, and are capable of paying 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 bid(s), however, are subject to the Seller's acceptance or rejection.

PART B - TERMS OF SALE OUTLINED:

6. A Buyer's Premium equal to 3% of the high bid amount will be charged to the Buyer and added to the bid amount to arrive at the contract purchase price.
7. 10% of the purchase price is due as a cash down payment at the close of auction. A cashier's check or a personal or corporate check immediately negotiable is satisfactory for the down payment. The balance of the purchase price is due in cash at closing.
8. The closing will be scheduled in accordance with the terms of the Agreement to Purchase in your Bidder's Packet. As an update to the marketing materials, the targeted closing period is on or before January 31, 2017. The closing agent's fee for

an administered closing will be shared equally (50:50) between Buyer and Seller. Buyer will pay any closing charges due to Buyer securing a mortgage.

9. At closing, Seller will furnish the deed and owner's title insurance at Seller's expense in accordance with the terms of the Agreement to Purchase. The title is to be conveyed and the title insurance is to be issued free and clear of liens (except current taxes), but subject to all easements and all other "Permitted Exceptions" as defined in Section 14 of the Agreement to Purchase.
10. Buyer's acquisition of any Purchased Tract(s) will include all of Seller's interest, if any, with respect to the Minerals. However, no representation or warranty is or will be made as to the existence of any Minerals or the nature or extent of Seller's interest therein. Without limiting the foregoing disclaimer, Seller specifically discloses that, with respect to Tracts 1, 2, 4, 5, 6, 7, 8, 9, 10 and 11, Seller's predecessors in title have previously severed and reserved: (a) at least 15/16^{ths} of the Minerals; and (b) all commercial wind and wind rights, commercial solar and solar rights and alternative commercial energy and energy rights, in, on, and above the real estate, as well as executive rights and ingress and egress rights appurtenant thereto.
11. Preliminary title insurance schedules dated August 14, 2016 have been prepared by Dalhart Abstract Company and are available to review in the auction display area.
12. Buyer will assume and pay real estate taxes and assessments for the entire calendar year 2017 (and thereafter) to the extent attributable to the Purchased Tract(s).
13. Possession shall be delivered at closing, but subject to the existing farm leases which expire on December 31, 2017 (and subject to all other Permitted Exceptions). The existing farm leases will be assigned to and assumed by the respective Buyer(s) in accordance with the terms of the Agreement to Purchase. Copies of the farm leases are available to review upon request.
14. All tracts will be conveyed by reference to the whole sections and/or half-sections as shown in Exhibit A; provided, however: (a) the conveyance of Tract 8 will include 0.20 (±) acres in Section 297 as described by survey in 2015; and (b) a small parcel may be added to or excluded from a conveyance as provided below with respect to any applicable Well Survey.
15. A new survey will not be obtained prior to closing unless deemed necessary or appropriate in Seller's sole discretion. If a new survey is obtained, the survey will be ordered by the Auction Company and the survey costs shall be shared equally (50:50) between Buyer and Seller. Any perimeter survey of adjacent tracts purchased in combination will not show interior tract boundaries.
16. If a new survey of the perimeter of any tract(s) is obtained for any closing in accordance with the terms of the Agreement to Purchase and this Exhibit B, the purchase price shall be adjusted proportionately to reflect the difference, if any, between the acre estimates shown in Exhibit A and the gross acres shown in the survey. Any applicable adjustment shall be made solely on a per-acre basis without attributing any value to improvements.

17. The acre estimates shown in Exhibit A are based on the approximate acres shown in the property tax records. No warranty or authoritative representation is made with respect to the number of gross acres, cropland acres or irrigated acres included with any tract or set of tracts.
18. Tract 9 has been advertised as having 131 irrigated acres as indicated by FSA records. A prior owner indicated that Tract 9 has closer to 125 irrigated acres.
19. Boundary lines and auction tract maps depicted in Exhibit A and the marketing materials are approximations provided for illustrative purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
20. If Buyer disputes the location of a surveyed boundary or any other boundary, the Auction Company, with the consent of Seller, shall have the right (but shall not be required) to terminate the purchase contract by giving written notice of termination to Buyer and, in the event of such termination, the earnest money shall be refunded to Buyer and the Buyer shall have no further rights with respect to the property and/or the purchase contract.
21. This paragraph applies if: (a) the auction property sells in separate tracts and not as a whole; (b) there is a well located close to the boundary between two adjacent, separately-purchased tracts; (c) Seller determines that such well serves one of the adjacent tracts but not the other; and (d) Seller determines that such well may be located on the tract not served by such well. If this paragraph applies, as determined by Seller in its sole discretion, Seller shall employ a licensed surveyor to determine whether such well is located on the tract not served by the well. If so, a small parcel containing the well shall be surveyed (such survey being referred to herein as a "Well Survey"). The boundaries of a parcel described in a Well Survey shall adjoin the tract served by the well, but shall otherwise be determined solely by Seller. Such parcel shall be: (i) added to the conveyance of the tract served by the well; and (ii) excepted from the conveyance of the tract not served by the well.
22. Without limiting its potential application to other wells, the foregoing paragraph shall apply with respect to the well located in the northwest corner of Tract 9 if Tracts 9 and 10 are not sold together.
23. If a parcel described in a Well Survey is added to or excepted from the conveyance to a particular Buyer, the purchase price for the tract(s) acquired by such Buyer shall be adjusted proportionately (up or down, as applicable) based on the acres shown in the Well Survey and the per-acre price (as derived from the purchase price and total acres originally stated in the Agreement to Purchase for that Buyer).
24. The sale of each tract shall include the center pivot irrigation system(s) currently located thereon. If the pivot on any tract overlaps a boundary line, the Buyer of such tract shall be responsible for making any necessary adjustments to the pivot if requested or required by the adjoining landowner.
25. The sale of any tract shall include only the water lines and well(s) located on such tract (as adjusted by any applicable Well Survey). If the Auction results in separately-

owned tracts with interconnected water lines: (a) each Buyer shall be solely responsible for supplying water to the tract(s) purchased by such Buyer; and (b) the water supply from any well to a separately-owned tract may be disconnected by the owner of the applicable well.

26. Approximately 166(±) acres of Tract 3 and 139(±) acres of Tract 12 are subject to existing CRP contracts through September 2021. These CRP contracts shall be assigned to and assumed by the respective Buyer(s) of Tracts 3 and 12 in accordance with the terms of the Agreement to Purchase.
27. Information booklets have been provided to prospective buyers during the marketing period and are available for further review in the auction information area. The information booklets include information obtained or derived from various sources, including water flow reports prepared in 2015 by RNA AG Services, LLC, surety® soil maps, FSA information, property tax information and CRP contracts. Although believed to be from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. The Auction Company and Cooperating Broker disclaim 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, Seller, Auction Company and Cooperating Broker and their respective agents and representatives make no warranty with respect to: any specific zoning classifications or that the property qualifies for any specific use or purpose; availability or location of utilities; availability of building, driveway, water or septic permits; or any information or materials prepared or provided by any third party regarding the auction property.
29. Deeds shall be recorded in the order designated by the Seller.
30. At the close of the auction, the high bidder(s) will be required to execute a purchase contract in the form provided in each Bidder's Packet, consisting of the Agreement to Purchase and Exhibits A thru C. The terms of these documents are non-negotiable. 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. The Agreement to Purchase and this Exhibit B shall be construed as a harmonious whole.
31. Schrader Real Estate and Auction Company, Inc., Paul A. Lynn & Associates, LLC and their respective agents and representatives are exclusively the agents of the Seller and do not represent any Buyer.

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.**

Buyer: _____

Seller: _____

EXHIBIT C
EARNEST MONEY RECEIPT AND ESCROW TERMS

This instrument is executed by the title company signing below ("Escrow Agent") in connection with, but not as a party to, an Agreement to Purchase dated December 14, 2016, together with Exhibits A, B and C (collectively, "Purchase Agreement"), between the Buyer and Seller identified below ("Buyer" and "Seller", respectively) with respect to the property identified below. By executing the Purchase Agreement, Buyer and Seller have agreed to the terms of escrow ("Escrow Terms") set forth in this Exhibit C, which is attached as an exhibit to the Purchase Agreement and incorporated therein as an integral part thereof.

Property: Tract(s) _____,
being one or more of the tracts in Hartley and Moore Counties in the State of Texas offered at public auction
on December 14, 2016

Buyer: _____

Seller: Wilder Corporation of Delaware and/or Wilder Farms, Inc., as their respective interests appear

1. Escrow Agent hereby acknowledges receipt of the Earnest Money in the amount of \$ _____, to be held by Escrow Agent in accordance with these Escrow Terms and the Purchase Agreement. Escrow Agent also hereby acknowledges receipt of a copy of the Purchase Agreement.
2. The term "Escrow Funds", as used herein with respect to any given time, refers to all funds that have been delivered to Escrow Agent in connection with the Purchase Agreement as of that time (including the Earnest Money described above), less any portion of such funds which, as of that time, have been properly disbursed by Escrow Agent in accordance with the provisions of these Escrow Terms.
3. Escrow Agent agrees to hold the Escrow Funds in accordance with these Escrow Terms until they are disbursed by Escrow Agent in accordance with these Escrow Terms. All Escrow Funds shall be deposited in and disbursed from a bank account that is properly identified and administered as an escrow account. Escrow Agent shall be the only party authorized to make withdrawals from such account.
4. At the time of the consummation of the sale and purchase of the Property pursuant to the terms of the Purchase Agreement (the "Closing"), the Escrow Funds shall be applied towards the payment of the purchase price due from Buyer unless otherwise directed in a jointly-signed settlement statement delivered at Closing. Any Escrow Funds that are not applied towards the purchase price at Closing shall be disbursed only in accordance with a Disbursement Authorization and/or in accordance with Section 5, below, if applicable. "Disbursement Authorization" refers to one of the following: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by either Buyer or Seller authorizing disbursement to the other; or (c) a final court order specifying the manner in which the Escrow Funds are to be disbursed.
5. This Section applies if the Closing does not occur in accordance with the terms of the Purchase Agreement and: (a) Escrow Agent has not received a Disbursement Authorization; and/or (b) Escrow Agent has notice of a dispute regarding the rights of anyone claiming an interest in the Escrow Funds. If this Section applies Escrow Agent shall have the right to: (i) discharge its obligations with respect to the Escrow Funds by filing an appropriate interpleader lawsuit and paying the Escrow Funds into court (less Expenses as ordered by the court); and (ii) recover its Expenses either directly from Buyer and/or Seller and/or by paying or withholding the amount of its Expenses from the Escrow Funds. "Expenses" refers to expenses, including reasonable attorneys' fees, incurred by Escrow Agent by reason of a dispute regarding the rights of anyone claiming an interest in the Escrow Funds and/or in connection with the filing of an interpleader lawsuit as described above.
6. A notice given to a party pursuant to these Escrow Terms shall be in writing and sent via US Certified Mail return receipt requested or via overnight delivery by a nationally-recognized commercial courier regularly providing proof of delivery (such as FedEx or UPS) to the party's notification address. The respective notification addresses for Buyer and Seller shall be the same as provided in the Purchase Agreement. Escrow Agent's notification address shall be the Escrow Agent's address written below. If email address(es) is/are provided with a party's notification address, a legible PDF copy of any notice to such party shall be sent to the email address(es) provided. A notice shall be effective as of the first business day after the notice has been sent in accordance with this Section 7.
7. This instrument may be executed and delivered in person or via mail, fax and/or email.

Dalhart Abstract Company, LP

By: _____

Print: _____

Date: _____

Address: 501 Denrock, Dalhart, TX 79022

Tel: 806-244-4962

Email: titleins@dalhartabstract.com