

**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 12, 2016 and is entered into by and between Wilder Corporation of Delaware, a Delaware corporation, aka Wilder Corporation (“**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 maps and auction tract descriptions attached hereto as Exhibit A (“**Exhibit A**”); (b) the auction announcements attached as Exhibit B (“**Exhibit B**”); (c) the Earnest Money Receipt and Escrow Terms attached as Exhibit C (“**Exhibit C**”); and (d) the form of Pre-Closing Access Agreement attached as Exhibit D (“**Exhibit D**”).

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**”) on behalf of Seller with respect to certain real estate located in Mercer and Fulton Counties in the State of Illinois offered in forty-six (46) 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) and dryer(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) if the Purchased Tract(s) include(s) any of Tracts 28, 43 and/or 45, 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 and/or pumps, 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 item that is specifically included or excluded elsewhere in this Agreement (including Exhibit A and 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. 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.
- 4. 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.

5. **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 Terrill Title Co., Inc., 117 S. Side Square, P.O. Box 573, Macomb, IL 61455 (Tel: 309-833-2881).

6. **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 21 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, if any, 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 6, Buyer shall be entitled to the return of the Earnest Money as Buyer’s sole and exclusive remedy.

7. **Preliminary Title Evidence.** Buyer acknowledges that the 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. “**Preliminary Title Evidence**” collectively refers to: (a) with respect to any of the Real Estate located in Mercer County, the preliminary title insurance schedules prepared by Terrill Title Co., Inc. dated August 30, 2016 and identified as File No.: 162153CM; and (b) with respect to any of the Real Estate located in Fulton County, the preliminary title insurance schedules prepared by Terrill Title Co., Inc. dated September 12, 2016 and identified as File No.: 162154CM.

8. **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, one or more updated commitment(s) for the issuance of one or more standard owner’s title insurance policy(ies) 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**”, whether one or more). 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 one or more standard owner’s title insurance policy(ies) in accordance with the Final Title Commitment.

9. **Survey.** One or more new surveys of the Real Estate or any part(s) thereof shall be obtained prior to Closing if and only if: (a) the conveyance of the Real Estate will involve the creation of a new parcel which cannot be conveyed using existing legal description(s) or using existing legal description(s) with newly-surveyed exception(s); or (b) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (c) a new survey is deemed necessary or appropriate for any other reason in Seller’s sole discretion. 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.

10. **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(ies) 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.

11. **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. Notwithstanding any other provision:

(a) If the Property includes Tract 28, Seller shall have no obligation with respect to a one-acre strip of land described as "1A NS E3/4 SE NW" which is identified in the property tax records as part of Mercer County Parcel 01-02-31-100-003 (in S31-T15N-R5W), but which is omitted from the legal description in the Preliminary Title Evidence.

(b) Seller shall have no obligation with respect to a one-acre parcel in the Northwest Quarter of the Southwest Quarter of Section 1, Township 3 North, Range 3 East in Fulton County (west of the drainage ditch and believed to be part of Tract 31 and/or Tract 36) which is described in the Preliminary Title Evidence as having been "heretofore conveyed for school purposes".

(c) The one-acre parcel(s) described in subsection(s) 11(a) and/or 11(b) (as applicable) shall not constitute part of the Property or Real Estate for purposes of the Conveyance Requirements, the title insurance provisions or any other provision of this Agreement and, at the sole election and discretion of Seller, such parcel(s) may be: (i) excluded or omitted from the conveyance of the Real Estate; (ii) included with the conveyance but excluded from any deed warranties that otherwise apply to the conveyance of the Real Estate; or (iii) separately conveyed by quit claim deed.

12. **New Easement(s).** If the Property will be affected by any new easement(s) to be created pursuant to the terms of Exhibit B: (a) Buyer and Seller hereby acknowledge and agree that such easement(s) shall be created at or prior to Closing by grant and/or reservation in the deed and/or pursuant to a separate instrument prepared by an attorney on behalf of the Seller; (b) Buyer and Seller hereby agree to execute and record (and/or consent to the execution and recording of) such grant, reservation or other instrument; and (c) Seller shall pay one-half of the survey costs and other costs associated with the creation of the new easement and the balance of such costs shall be shared equally between the respective buyer(s) of the tract(s) served by the new easement(s).

13. **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) any outstanding reservations, severances and/or other rights with respect to the Minerals; (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) any 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.

14. **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).

15. **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 14 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 Terrill Title Co., Inc., 117 S. Side Square, P.O. Box 573, Macomb, IL 61455 (Tel: 309-833-2881).

16. **Allocation of Purchase Price Due to Multiple Counties.** 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 acre estimates shown in Exhibit A.

17. **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) and any bill of sale; (f) real estate transfer fees, if any, that Seller is required to pay under state or local law in connection with the conveyance of the Real Estate; (g) the professional fees due Auction Company in connection with this transaction; (h) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (i) any expense normally charged to a seller at closing and not specifically charged to Buyer in this Agreement.

18. **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.

19. **Property Taxes and Assessments.** “**Taxes**” refers to 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. Any Taxes which are due and unpaid at the time of Closing shall be withheld from Seller’s proceeds at Closing and paid directly to the appropriate tax collection office. The 2016 Taxes to become due in 2017 shall be estimated based on 100% of the amount last billed for a calendar year and the amount thus estimated shall be paid by Seller at or prior to Closing pursuant to one of the following methods as elected by Seller in its sole discretion: (a) to Buyer via credit against the Purchase Price (subject to any applicable tax parcel split); or (b) to the Closing Agent pursuant to an escrow agreement providing for the application of escrow funds towards the payment of the 2016 Taxes when billed after Closing; or (c) directly to the appropriate tax collection office as an estimated prepayment of the 2016 Taxes. Buyer shall then pay all Taxes which become due after Closing to the extent attributable to the Property (and to the extent not paid via escrow or estimated prepayment as described above). As between Buyer and Seller, the 2016 Taxes shall not be subject to further settlement or adjustment after Closing. When the 2016 Taxes are billed after Closing, any shortage or surplus with respect to the estimated amount paid by Seller at Closing shall be paid or retained by or refunded to Buyer to the extent attributable to the Property. If the conveyance of the Property involves a tax parcel split, any such credit at Closing and/or payment or refund after Closing shall be allocated between the newly-created parcels based on a parcel split calculation provided by the appropriate property tax official (or, if a parcel split calculation is not provided by such tax official, based on an estimated parcel split using available assessment data). If any Taxes are billed after Closing in a manner that does not reflect the parcel split, Buyer shall cooperate with the other owner(s) of land from the same parent parcel to facilitate the timely payment of such Taxes in accordance with this Agreement.

If the Property includes any tract(s) affected by the Langellier Drainage & Levee District Additional Assessments for Pump Project-2013 (recorded in Fulton County as Document Number 1357177) and/or the West Matanzas Drainage & Levee District Additional Assessments for Pump Project-2013 (recorded in Fulton County as Document Number 1357179), Seller shall pay the entire remaining balance due with respect to such additional assessments at or prior to Closing notwithstanding any other provision.

20. **Delivery of Possession.** Possession of the Property shall be delivered to Buyer at Closing, subject to the Permitted Exceptions and subject to the following post-Closing possession rights to the extent applicable with respect to the Property:

(a) Until March 31, 2017, Seller reserves the right to retain exclusive possession and use of each home, if any, located on the Purchased Tract(s), for the benefit of Seller's employees and/or other third parties. Seller shall pay all utility bills incurred for the homes prior to delivery of possession (to the extent not paid by the occupants).

(b) Until March 31, 2017, Seller reserves the right to retain exclusive possession of all grain bin(s), if any, located on the Purchased Tract(s), including the right to use and operate the grain bin(s), to remove the grain therefrom and to enter upon the Real Estate for such purposes. Seller shall pay all electric bills which include charges incurred for Seller's post-Closing use of such grain bin(s).

(c) Until February 28, 2017, Seller reserves the right to retain exclusive possession and use of the Equipment Auction Sites for the purpose of preparing for, conducting and winding up the equipment auctions to be held after Closing. "**Equipment Auction Sites**" refers to such portions of Tracts 15, 16 and 29 deemed by Seller and Seller's agents to be necessary or convenient to reserve and use for the purpose of conducting a post-Closing equipment auction on Tracts 15 and 16 and a separate post-Closing equipment auction on Tract 29. If the Property includes any of Tract(s) 15, 16 and/or 29, Buyer agrees to fully cooperate with respect to the conduct of such post-Closing equipment auctions. Notwithstanding Seller's post-Closing possession rights, Buyer may use a driveway located on the Real Estate within either of the Equipment Auction Sites for access to other parts of the Real Estate, but access to the Equipment Auction Sites shall be kept open and unobstructed until February 28, 2017.

(d) As of the time shortly before the Auction, there are approximately 200 acres in Fulton County on which the 2016 crops have not been harvested. If the Closing occurs prior to January 31, 2017 and the 2016 crops remain on any part of the Real Estate at the time of Closing: (i) Seller reserves the right to enter upon the Real Estate after Closing and until January 31, 2017 for the purpose of harvesting and removing such crops; and (ii) possession of any land with such remaining crops shall be delivered to Buyer upon the completion of the harvest and removal of such crops or on January 31, 2017, whichever is earlier.

Buyer shall not do anything to impair the enjoyment of the post-Closing possession rights reserved by Seller pursuant to this Section 20 and, during the applicable time period(s) specified in subsection(s) (a), (b), (c) and/or (d), above, Buyer shall not convey, lease or otherwise grant any right or interest with respect to any part of the Real Estate that is subject to the post-Closing possession rights reserved by Seller unless the grantee or lessee agrees in writing to be bound by the provisions of this Section 20.

21. **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.

22. **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.

23. **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 OR ANY OF THEIR RESPECTIVE REPRESENTATIVES AND AGENTS BE LIABLE FOR CONSEQUENTIAL DAMAGES.** Without limiting the foregoing provisions, Seller, Auction Company 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.

24. **Use of Water; Water Rights.** Without limiting the foregoing provisions, Seller, Auction Company, 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.

25. **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.

26. **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 6 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.

27. **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.**

28. **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 28. 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](mailto:mary@wilderofficebuildings.com); and [RD@schraderauction.com](mailto:RD@schraderauction.com)

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

29. **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.

30. **Agency; Sales Fee.** Auction Company and its agents and representatives are acting solely on behalf of and exclusively as the agents for the Seller and not as agents of Buyer. The commission due Auction Company shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Auction Company 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.

31. **Residential Property Disclosure Forms.** If the Property includes any of auction tract(s) 1, 7, 10, 15, 22 and/or 29, Buyer hereby acknowledges having received, prior to signing this offer, the following disclosure form(s) with respect to each home that is included with the Property: (a) Illinois Residential Real Property Disclosure Report; (b) Illinois Disclosure of Information on Radon Hazards; (c) IEMA pamphlet entitled "Radon Testing Guidelines for Real Estate Transactions"; (d) Lead-Based Paint Disclosure Form; and (e) EPA pamphlet entitled “Protect Your Family from Lead in Your Home”. Buyer agrees to sign (or initial) and deliver, concurrently with the execution of this Agreement (to the extent not already done), each of the applicable disclosure forms, as described in this Agreement, having a line for buyer’s signature or initials.

32. **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.

33. **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.

34. **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.

35. **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 12, 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 Mercer and Fulton Counties in the State of Illinois 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 "Terrill Title Co., Inc.")

**SIGNATURE OF BUYER:** On the 12<sup>th</sup> 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 12<sup>th</sup> day of December, 2016:

**WILDER CORPORATION OF DELAWARE**

By: \_\_\_\_\_  
Mary Carotenuto, President



Buyer(s): \_\_\_\_\_

# EXHIBIT A, page 1 of 3

Seller: \_\_\_\_\_

## Identification of Auction Tracts located in Mercer and Fulton Counties in the State of Illinois and offered at public auction on December 12, 2016 on behalf of Wilder Corporation of Delaware.

Each tract is located in the section(s) identified below. However, where a new survey is obtained in accordance with the Agreement to Purchase, a small part of a tract may be located in an adjoining section due to existing possession lines. Boundary lines and acre estimates in this Exhibit A are approximations provided for illustrative and identification purposes. They are not provided as survey products and are not intended to depict or establish authoritative boundaries, locations or tract sizes. No warranty or authoritative representation is made with respect to the number of acres included with any tract.

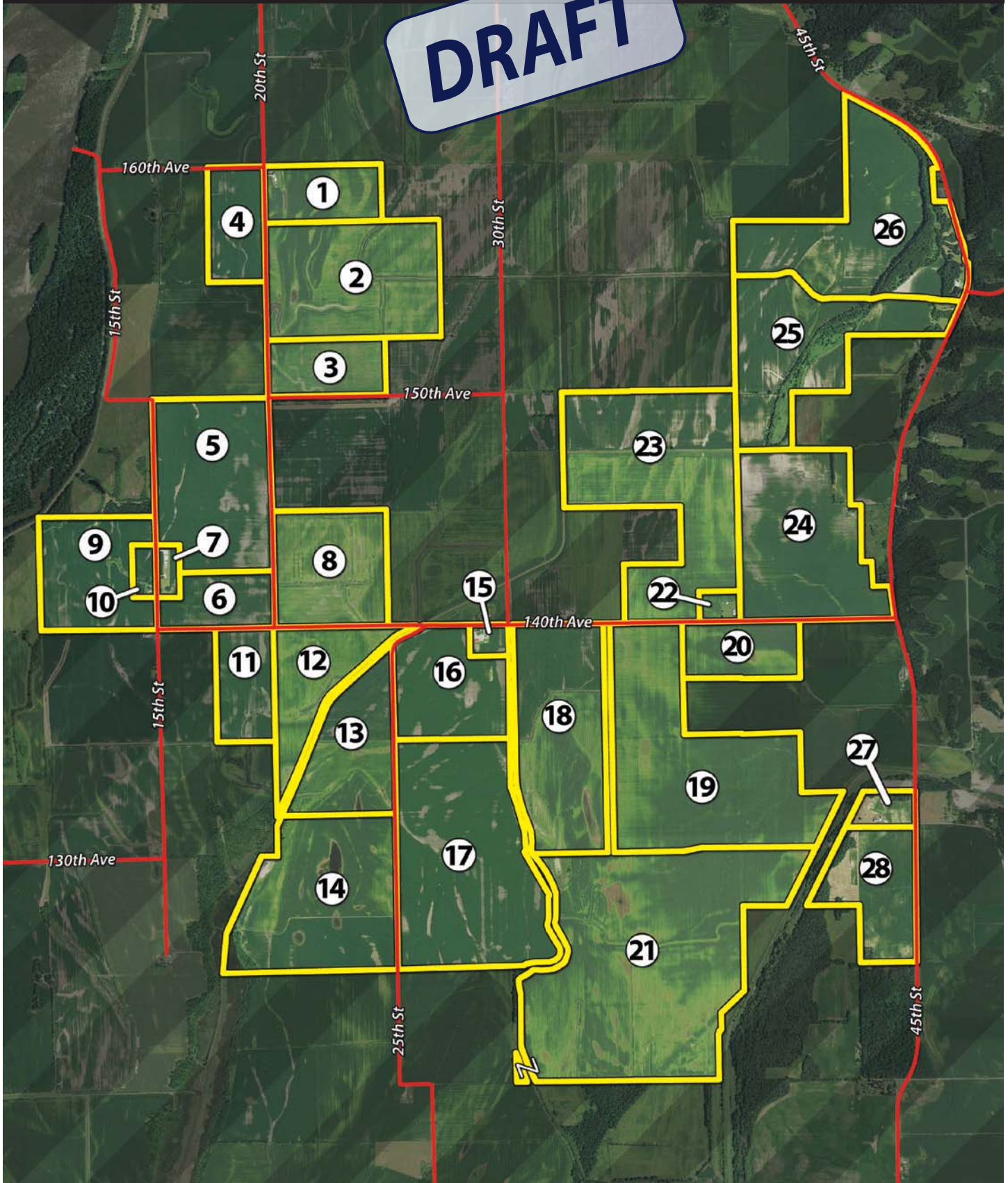
- Tract 1:** 80± ac. in pt. S14-T15N-R6W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 2:** 240± ac. in pt. S14-T15N-R6W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 3:** 80± ac. in pt. S14-T15N-R6W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 4:** 80± ac. in pt. S15-T15N-R6W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 5:** 236± ac. in pt. S22-T15N-R6W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 6:** 73± ac. in pt. S22-T15N-R6W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 7:** 15± ac. in pt. S22-T15N-R6W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 8:** 160± ac. in pt. S23-T15N-R6W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 9:** 146± ac. in pt. S22-T15N-R6W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 10:** 15± ac. in pt. S22-T15N-R6W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 11:** 80± ac. in pt. S27-T15N-R6W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 12:** 118± ac. in pt. S26-T15N-R6W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 13:** 143± ac. in pt. S26-T15N-R6W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 14:** 266± ac. in pts. S26, S34 & S35-T15N-R6W, Mercer Co., as approximately depicted on p. 2 of this Exhibit A
- Tract 15:** 15± ac. in pt. S26-T15N-R6W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 16:** 143± ac. in pt. S26-T15N-R6W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 17:** 378± ac. in pts. S25, S26, S35 & S36-T15N-R6W, Mercer Co., as approximately depicted on p. 2 of this Exhibit A
- Tract 18:** 237± ac. in pt. S25-T15N-R6W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 19:** 374± ac. in pts. S25-T15N-R6W & S30-T15N-R5W, Mercer Co., as approximately depicted on p. 2 of this Exhibit A
- Tract 20:** 81± ac. in pts. S25-T15N-R6W & S30-T15N-R5W, Mercer Co., as approximately depicted on p. 2 of this Exhibit A
- Tract 21:** 595± ac. in pts. S25 & S36-T15N-R6W & S31-T15N-R5W, Mercer Co., as approx. depicted on p. 2 of this Exhibit A
- Tract 22:** 15± ac. in pt. S24-T15N-R6W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 23:** 345± ac. in pt. S24-T15N-R6W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 24:** 263± ac. in pt. S19-T15N-R5W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 25:** 240± ac. in pts. S18 & S19-T15N-R5W, Mercer Co., as approximately depicted on page 2 of this Exhibit A (Tract 25 may also include a small part of S17-T15N-R5W.)
- Tract 26:** 304± ac. in pts. S7, S17 & S18-T15N-R5W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 27:** 25± ac. in pt. S30-T15N-R5W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 28:** 122± ac. in pts. S30 & S31-T15N-R5W, Mercer Co., as approximately depicted on page 2 of this Exhibit A
- Tract 29:** 80± ac. in pt. S2-T3N-R3E, Fulton Co., as approximately depicted on page 3 of this Exhibit A
- Tract 30:** 160± ac. in pt. S2-T3N-R3E, Fulton Co., as approximately depicted on page 3 of this Exhibit A
- Tract 31:** 282± ac. in pts. S1 & S2-T3N-R3E, Fulton Co., as approximately depicted on page 3 of this Exhibit A
- Tract 32:** 213± ac. in pt. S1-T3N-R3E, Fulton Co., as approximately depicted on page 3 of this Exhibit A
- Tract 33:** 300± ac. in pts. S1-T3N-R3E & S6-T3N-R4E, Fulton Co., as approximately depicted on page 3 of this Exhibit A
- Tract 34:** 565± ac. in pts. S1 & S12-T3N-R3E & S6-T3N-R4E, Fulton Co., as approximately depicted on p. 3 of this Exhibit A
- Tract 35:** 250± ac. in pts. S12 & S13-T3N-R3E, Fulton Co., as approximately depicted on page 3 of this Exhibit A
- Tract 36:** 146± ac. in pts. S1, S2, S11 & S12-T3N-R3E, Fulton Co., as approximately depicted on page 3 of this Exhibit A
- Tract 37:** 146± ac. in pts. S2 & S11-T3N-R3E, Fulton Co., as approximately depicted on page 3 of this Exhibit A
- Tract 38:** 160± ac. in pts. S2 & S11-T3N-R3E, Fulton Co., as approximately depicted on page 3 of this Exhibit A
- Tract 39:** 79± ac. in pt. S11-T3N-R3E, Fulton Co., as approximately depicted on page 3 of this Exhibit A
- Tract 40:** 82± ac. in pt. S3-T3N-R3E, Fulton Co., as approximately depicted on page 3 of this Exhibit A
- Tract 41:** 80.5± ac. in pt. S10-T3N-R3E, Fulton Co., as approximately depicted on page 3 of this Exhibit A
- Tract 42:** 82± ac. in pt. S14-T3N-R3E, Fulton Co., as approximately depicted on page 3 of this Exhibit A
- Tract 43:** 298± ac. in pts. S14 & S23-T3N-R3E, Fulton Co., as approximately depicted on page 3 of this Exhibit A
- Tract 44:** 115± ac. in pt. S15-T3N-R3E, Fulton Co., as approximately depicted on page 3 of this Exhibit A
- Tract 45:** 250± ac. in pt. S15-T3N-R3E, Fulton Co., as approximately depicted on page 3 of this Exhibit A
- Tract 46:** 480± ac. in pts. S22 & S23-T3N-R3E, Fulton Co., as approximately depicted on page 3 of this Exhibit A

# EXHIBIT A, page 2 of 3

## Auction Tract Map

Mercer County, Illinois

**DRAFT**



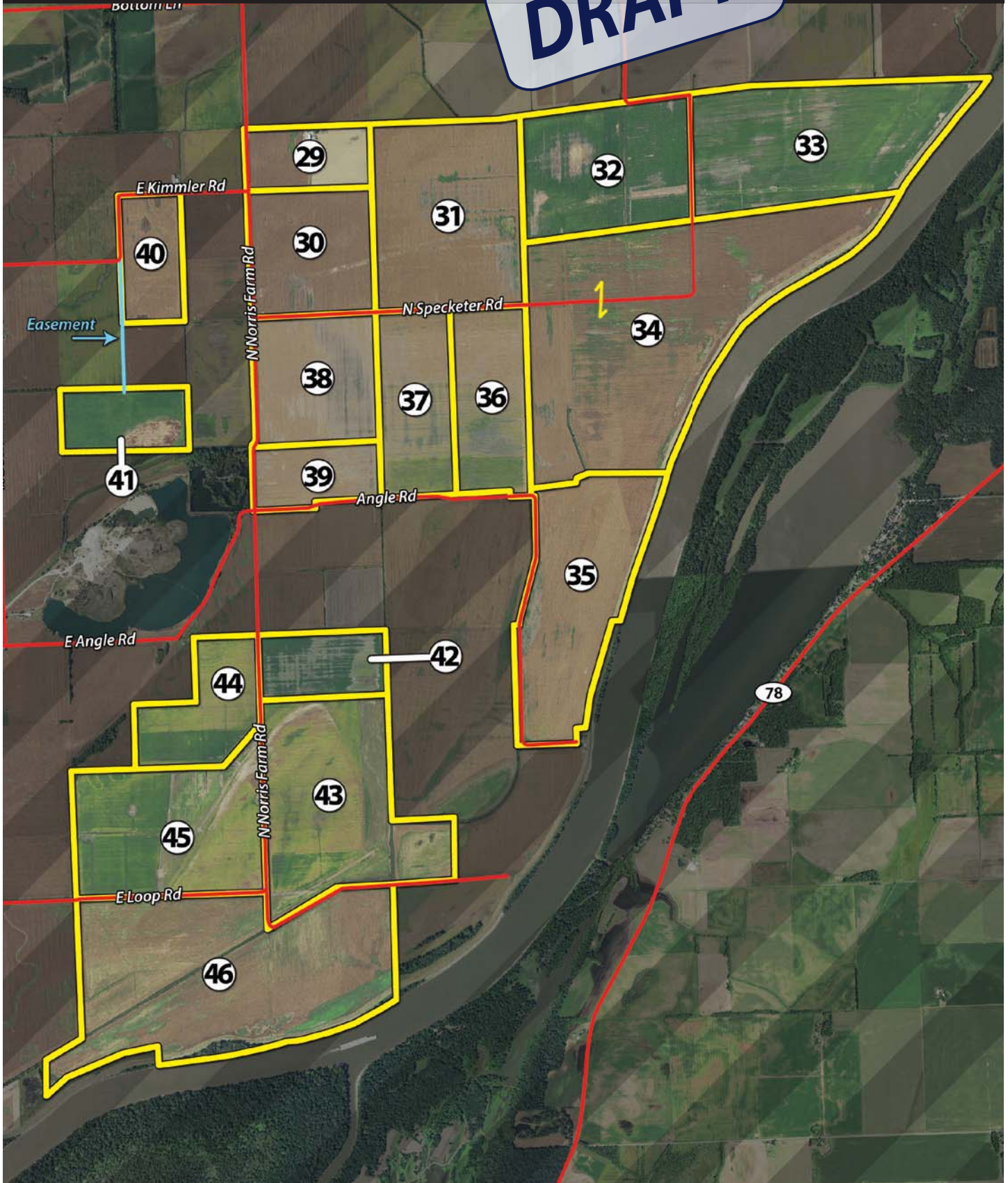
Boundary lines and/or acreages depicted in the marketing materials and auction tract maps, including this Exhibit A, are approximations and are provided for illustrative purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries and/or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

# EXHIBIT A, page 3 of 3

## Auction Tract Map

Fulton County, Illinois

**DRAFT**



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

**Date:** December 12, 2016

**Owner:** Wilder Corporation of Delaware

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 13 of the Agreement to Purchase. Each sale will include all of Seller's interest, if any, with respect to the Minerals.

10. Preliminary title insurance schedules have been prepared by Terrill Title Co. and are available for your review in the auction display area.
11. Seller will pay real estate taxes and assessments for the calendar year 2016 in accordance with the Agreement to Purchase.
12. Possession shall be delivered at closing subject to: (a) the Permitted Exceptions; (b) Seller's right to conduct equipment auctions on parts of Tracts 15, 16 and 29 until February 28, 2017; (c) Seller's right to use the homes and grain bins until March 31, 2017; and (d) Seller's right to harvest any remaining 2016 crops until January 31, 2017, all as provided in the Agreement to Purchase. As of the time shortly before the Auction, the 2016 crops remain on approximately 200 acres in Fulton County.
13. Buyer may have immediate access to conduct farming activities prior to closing (subject to removal of Seller's crops, if any) in accordance with the terms of the Pre-Closing Access Agreement which is included in each Bidder's Packet as Exhibit D. In order to obtain access prior to closing, Buyer must sign Exhibit D and comply with the insurance provisions and other terms thereof. Exhibit D applies to all tillable farm land except the tillable land, if any, reserved for purposes of the equipment auctions to be conducted on Tracts 15, 16 and 29, as designated by Seller's agents.
14. If any tract or combination is sold which cannot be conveyed using existing legal description(s), one or more new surveys will be obtained in accordance with the terms of the Agreement to Purchase. Otherwise, a new survey will be obtained only as Seller may deem necessary or appropriate in Seller's sole discretion.
15. 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 survey of adjacent tracts purchased in combination will be for the perimeter only.
16. Auction tract maps are included in your Bidder's Packet as Exhibit A. As shown in Exhibit A, the acre estimates have been revised for purposes of the auction as follows:

<b>Mercer Co.:</b>	<b>Advertised (±)</b>	<b>Revised (±)</b>
<b>Tract 5:</b>	237	<b>236</b>
<b>Tract 14:</b>	267	<b>266</b>
<b>Tract 17:</b>	380	<b>378</b>
<b>Tract 18:</b>	238	<b>237</b>
<b>Tract 19:</b>	375	<b>374</b>
<b>Tract 21:</b>	597	<b>595</b>
<b>Tract 24:</b>	261	<b>263</b>
<b>Tract 25:</b>	238	<b>240</b>
<b>Tract 26:</b>	300	<b>304</b>
<b>All Mercer Co.:</b>	4869	<b>4869</b>

<b>Fulton Co.:</b>	<b>Advertised (±)</b>	<b>Revised (±)</b>
<b>Tract 34:</b>	566	<b>565</b>
<b>Tract 40:</b>	80	<b>82</b>
<b>Tract 41:</b>	80	<b>80.5</b>
<b>Tract 46:</b>	482	<b>480</b>
<b>All Fulton Co.:</b>	3769	<b>3768.5</b>

17. The acre estimates shown in Exhibit A are based on the approximate total acres shown in the county parcel data and/or property tax records and an approximate, provisional allocation of the totals between individual tracts where applicable. No warranty or authoritative representation is made with respect to the number of gross acres or tillable acres included with any tract or set of tracts.
18. If a new perimeter survey is obtained for any closing in accordance with the Agreement to Purchase, 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 *except* with respect to any sale that includes *only* one or more of Tracts 7, 10, 15, 22, 27 and/or 29 and does not include any other tract(s). Subject to the foregoing exception, any applicable adjustment shall be made solely on a per-acre basis without attributing any value to improvements.
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. **(Mercer)** NRCS issued certified wetland determinations in 2014 with respect to Tracts 20, 22, 23, 24 and 25 showing farmable wetlands (prior converted cropland). Copies of the NRCS determinations are available to review in the auction display area.
22. **(Mercer)** If Tracts 2 and 3 are not purchased together, Tract 3 will be subject to a new ingress-egress easement serving Tract 2. The new easement will be created within a 50-foot wide easement corridor along the east line of Tract 3 between 150<sup>th</sup> Ave. and the south line of Tract 2.
23. **(Mercer)** If Tracts 25 and 26 are not purchased together: (a) the boundary between Tracts 25 and 26 will approximately correspond with the centerline of an existing road or lane; (b) Tracts 25 and 26 shall each be conveyed together with and subject to a new reciprocal easement for ingress and egress within a 50-foot wide easement corridor containing the existing road or lane; and (c) the centerline of the easement corridor shall be the common boundary between Tracts 25 and 26 for the entire length of the existing road or lane.
24. **(Fulton)** There is an existing easement affecting Tract 40 and serving Tract 41, as approximately depicted in the auction brochure and Exhibit A.
25. **(Fulton)** The Auction Company is informed that the road depicted in the auction brochure as "N Specketer Rd" is not a public road. Unless Tracts 30 through 34 and Tracts 36 through 38 are all sold together as a combined unit, a new roadway easement shall be created within a 50-foot wide easement corridor that contains the

existing road or lane depicted as "N Specketer Rd" or such part thereof as may be necessary to provide access to each separately-sold set of said tracts.

26. **(Fulton)** The south boundary of Tracts 36, 37 and 39 are depicted in a survey dated March 31, 2008, a copy of which is available to review in the auction display area. As depicted in this survey, parts of the south boundary of these tracts do not touch the road.
27. **(Fulton)** The Auction Company is informed that the existing lane running along and/or near the west and south boundaries of Tract 35 (as approximately depicted in the auction brochure and Exhibit A) is not a public road. Unless the surveyor retained by the Auction Company confirms that Angle Rd. extends at least to the west line of Tract 35 as a public road (or unless Tracts 35 and 36 are sold together), a new ingress-egress easement shall be created for access to Tract 35 within a 50-foot wide easement corridor in the southeast part of Tract 36.
28. **(Fulton)** The Auction Company is informed that the existing lane running along and/or near the common boundary of Tracts 43 and 46 from the corner of Loop Rd. and N. Norris Rd. to the northeast corner of Tract 46 is not a public road. Unless Tracts 43 and 46 are sold together as a combined unit, a new ingress-egress easement shall be created within a 50-foot wide easement corridor that contains said lane, as determined by the surveyor. Any part of the new easement corridor located on Tract 46 shall be for the benefit of Tract 43 and vice versa.
29. **(Fulton)** There is an underground pipeline on Tracts 30, 31, 32 and 33.
30. The auction property is located within various drainage and levee districts. All tracts shall be acquired subject to and notwithstanding all rights and obligations of the applicable district(s) and/or landowner with respect to any ditches, drains, levees, applicable easements and assessments.
31. The ditch crossings used for access to the southeast part of Tract 2, the northeast part of Tract 2 and the southeast part of Tract 43 are located in close proximity to adjoining property owned by a third party. If all or part of any of such ditch crossings (and/or the access to any of such ditch crossings) is located on the adjoining owner's property, the Buyer of Tract 2 and/or Tract 43 agrees to acquire such tract in any event and to assume all risk and responsibility with respect to obtaining and/or enforcing any access rights over the adjoining property and/or obtaining or constructing alternate access.
32. With respect to any tract containing a private road or lane that has been used for access to other land, the Buyer of such tract agrees to acquire the property subject to and notwithstanding existing rights (if any) to the continuation of such use.
33. 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 surety® soil maps, FSA information, property tax information, drainage taxes, and Residential Real Property Disclosure Reports. 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 disclaims any warranty or liability for the information provided.

34. The following disclosure forms are posted for each of the homes on Tracts 1, 7, 10, 15, 22 and 29 and shall be signed by the respective Buyers of these tracts at the end of the auction: (a) Illinois Residential Real Property Disclosure Report; (b) Illinois Disclosure of Information on Radon Hazards; (c) IEMA pamphlet entitled "Radon Testing Guidelines for Real Estate Transactions"; (d) Lead-Based Paint Disclosure Form; and (e) EPA pamphlet entitled "Protect Your Family from Lead in Your Home". All appliances in all of the homes are excluded from the sale of the real estate.
35. Your bids are to be based solely upon your inspection. All property is sold "AS IS" without any warranty. Without limiting the foregoing, Seller and Auction Company 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.
36. Deeds shall be recorded in the order designated by the Seller.
37. 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 D. 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.
38. Schrader Real Estate and Auction Company, Inc. and its affiliated agents 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.



**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 12, 2016, together with Exhibits A, B, C and D (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 Mercer and Fulton Counties in the State of Illinois offered at public auction  
on December 12, 2016

Buyer: \_\_\_\_\_

Seller: Wilder Corporation of Delaware

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.

Terrill Title Co., Inc.

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 117 S. Side Square, P.O. Box 573, Macomb, IL 61455

Tel: 309-833-2881

Email: jeremy@territitle.com

EXHIBIT D  
PRE-CLOSING ACCESS AGREEMENT  
*(Applies only if Buyer elects to have pre-closing access.)*

This Exhibit D is executed in connection with an Agreement to Purchase and related exhibits (collectively the "Purchase Agreement") pursuant to which the undersigned Buyer(s) (hereinafter "Buyer", whether one or more) has/have agreed to purchase from the undersigned Wilder Corporation of Delaware ("Seller") the real estate identified in the Purchase Agreement (the "Real Estate"), being one or more of the tracts located in Mercer and Fulton Counties in the State of Illinois offered at the public auction conducted on December 12, 2016.

1. **Grant of License; Licensed Premises.** Upon execution of the Purchase Agreement and this Exhibit D and prior to Buyer's acquisition of title pursuant to the Purchase Agreement at closing (the "Closing"), Buyer shall have a license to enter upon the Licensed Premises for the sole and limited purpose of conducting Authorized Activities upon the Licensed Premises, subject to the terms and conditions of this Exhibit D. "Licensed Premises" refers to all that part of the Real Estate comprised of: (a) tillable land; and (b) access to the tillable land; *provided, however*, the "Licensed Premises" does *not* include: (i) any part of the Real Estate on which the 2016 crop has not yet been harvested and removed; and (ii) any part of the Equipment Auction Sites (as defined in the Purchase Agreement); *provided, further*, if the Real Estate includes a driveway located within either of the Equipment Auction Sites, Buyer may use such driveway for access to the Licensed Premises, but access to the Equipment Auction Sites shall be kept open and unobstructed until February 28, 2017. This Exhibit D grants only a limited, temporary license under the terms and conditions stated herein. Nothing herein shall be construed to create or convey (and Buyer hereby disclaims) any leasehold interest, right of exclusive possession, or other legal or equitable interest in the Real Estate or Licensed Premises by virtue of this Exhibit D.
2. **Authorized Activities.** As used herein, the term "Authorized Activities" refers to **normal fall/winter farming activities such as soil testing, fertilizer application and/or fall tillage**, whether conducted by Buyer or Buyer's employee(s), independent contractor(s), agent(s), guest(s) and/or invitee(s). Authorized Activities shall be conducted in compliance with all applicable laws, taking all reasonable measures to prevent injury to person or damage to property. Until the Closing, Buyer shall not: (i) conduct or permit any activities on the Real Estate other than the Authorized Activities; or (ii) make any alteration of, change to or improvement on the Real Estate unless and except to the extent expressly provided in the description of Authorized Activities set forth above. Buyer assumes responsibility for all expenses incurred in connection with the Authorized Activities.
3. **Risk of Loss; Indemnification.** For purposes of this Exhibit D, "Loss" means any injury to or death of any person and/or any damage to or loss of property (whether sustained by Buyer, Seller, or any other person or entity, and whether due to the fault of Buyer or others) directly or indirectly arising out of or resulting from or in any way connected with: (a) the Authorized Activities; (b) the entry upon the Real Estate by Buyer and/or any other person entering upon the Real Estate in connection with the Authorized Activities and/or with the express, implied, actual or ostensive permission of Buyer; and/or (c) any breach of or default with respect to any obligation of Buyer under this Exhibit D. As a material part of the consideration for Seller's execution of the Purchase Agreement and this Exhibit D, Buyer hereby: (i) assumes all risk of Loss; (ii) waives and releases any claim against Seller for any Loss; and (iii) agrees to defend, protect, indemnify and hold harmless Seller from and against (and to the extent paid by Seller, Buyer agrees to reimburse Seller for) any Loss and any and all liabilities, suits, actions, judgments, costs and expenses (including attorneys' fees and expenses) incurred by Seller in connection with any Loss. Buyer's obligation under this paragraph shall survive notwithstanding: (A) Buyer's acquisition of the Real Estate at a Closing; (B) the failure of Buyer to acquire the Real Estate for any reason; and/or (C) the termination of the Purchase Agreement and/or this Exhibit D for any reason. If Buyer consists of more than one individual and/or entity, Buyer's obligations under this paragraph shall be joint and several as between each such individual and/or entity.
4. **Insurance.** Buyer shall not conduct any Authorized Activities unless Buyer has general liability insurance coverage of not less than \$1,000,000 insuring against claims for bodily injury, death and/or property damage occurring in connection with Buyer's activities at the Real Estate. Buyer shall provide to Seller proof of such insurance prior to conducting any Authorized Activities and shall maintain such insurance until the Closing.
5. **Buyer's Failure to Acquire Real Estate.** If for any reason Buyer fails to acquire the Real Estate pursuant to the Purchase Agreement: (a) the rights of Buyer under this Exhibit D shall terminate immediately and automatically as of the earliest time that Seller is no longer obligated to sell the Real Estate pursuant to the terms of the Purchase Agreement; and (b) Buyer shall not be entitled to any reimbursement for Buyer's time, expenses and/or inputs in connection with any Authorized Activities.
6. **Additional Limitations and Conditions.** This Exhibit D shall not be recorded. The rights granted to Buyer in this Exhibit D may not be assigned, sold, transferred, leased, pledged or mortgaged by Buyer. Until Closing, Seller reserves all rights and privileges that are not inconsistent with the limited rights specifically granted to Buyer in this Exhibit D.
7. **Prospective Tenants; Third Parties.** Buyer may permit a prospective tenant or other third party to conduct Authorized Activities on behalf of Buyer prior to Closing. However, Buyer has no right to lease the Real Estate prior to Closing. Buyer shall notify any such prospective tenant or third party of the provisions of this Exhibit D, including the provisions that apply in the event Buyer fails to acquire the Real Estate pursuant to the Purchase Agreement, and Buyer shall indemnify and hold harmless Seller and Seller's agents from and against all claims of any such prospective tenant or third party.

**BUYER:**

**SELLER:**

Sign: \_\_\_\_\_

WILDER CORPORATION OF DELAWARE

Print: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mary Carotenuto, President

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_