

**CONTRACT TO PURCHASE AGRICULTURAL LAND (INDIANA - CASS 25)**

THIS FORM OF CONTRACT WHEN FILLED IN AND EXECUTED BY BUYER, SELLER, AND ESCROW AGENT IS INTENDED TO BECOME A BINDING REAL ESTATE CONTRACT & JOINT ESCROW INSTRUCTIONS

This Contract is entered into this 1st day of July, 2013, between PROVENTUS II LLC, a Delaware limited liability company ("**Seller**"), and \_\_\_\_\_, a(n) \_\_\_\_\_ ("**Buyer**"), who contract to sell and purchase, respectively, the following described real estate commonly known as: Auction Tract(s) \_\_\_\_\_ of the Cass 25 Farm located in \_\_\_\_\_ County, Indiana, which consists of approximately \_\_\_\_\_ acres and is legally described and/or generally depicted in **Exhibit A** attached hereto (the "**Property**"). In the event a Survey is prepared, the actual boundaries and legal description of the Property shall be verified by the Survey.

**1. PURCHASE PRICE AND TERMS**

Bid Price	\$ _____
Buyer's Premium (2% of Bid Price)	\$ _____
Total Purchase Price	\$ _____
Earnest Money Deposit	(\$ _____)
Credit for 2013 Agricultural Sublease Rent	(\$ _____)
Approximate Balance Due at Closing	\$ _____

In the event a Survey is obtained by Seller, the Purchase Price will be adjusted proportionately based upon final surveyed acreage if the final surveyed acreage varies from the acreage first listed above in this Contract by more than 1 acre.

**2. METHOD OF PAYMENT**

The Purchase Price shall be paid by Buyer to Seller by: (i) application of the Earnest Money Deposit to the Purchase Price; and (ii) Buyer delivering to the Closing Agent by no later than 10:00 A.M. Central Standard Time on the Closing Date the balance of the Purchase Price by wire transfer of federal funds to the Closing Agent.

**3. CONVEYANCE**

At Closing, Seller shall convey and transfer the Property to Buyer by a Special Warranty Deed, in substantially the form attached hereto as **Exhibit B** (the "**Deed**"), and, the interest in the Agricultural Sublease shall be assigned to Buyer by an Assignment of Lease, in substantially the form attached hereto as **Exhibit C** (the "**Assignment of Lease**").

**4. CLOSING AND CLOSING DOCUMENTS**

- A. Closing and Closing Date.** The closing of the purchase of the Property pursuant to this Contract ("**Closing**") shall occur on or before **Wednesday, July 31, 2013**, or at such other time as may be mutually agreed to in writing by Seller and Buyer ("**Closing Date**"). Notwithstanding the foregoing, Seller and Buyer acknowledge and agree that the Closing Date shall be automatically extended if such extension is required for Seller to complete any of the required closing documents or the Survey or to obtain any governmental approval(s) required for Seller to convey the Property for agricultural purposes and such extended Closing Date will be no later than five (5) days after the closing documents and/or the Survey are completed and/or the governmental approval(s) are obtained and the Title Company is prepared to issue an Owner's Title Policy. There shall be no contingency period for Buyer to obtain governmental approvals for the development of the Property or to obtain financing for the acquisition of the Property.
- B. Closing Agent and Closing Costs.** The Closing shall be through an escrow with Knight-Barry Title Group, 330 E. Kilbourn Avenue, #925, Milwaukee, Wisconsin 53202 ("**Closing Agent**"). The cost of such escrow closing shall be split equally by Seller and Buyer. Buyer shall be responsible for the cost of recording the Deed, any closing costs due to Buyer securing a mortgage, and any other costs customary charged to Buyer. Each party shall pay its own legal fees. The costs of the Sales Disclosure Fee(s) shall be split equally by Seller and Buyer.

Closing Agent and Title Company's contact information and wire instructions are as follows:

JENNIFER VAN DERNOOT  
KNIGHT-BARRY TITLE GROUP  
330 E. Kilbourn Ave, #925  
Milwaukee, WI 53202  
Direct (414) 847-4043  
Office (414) 727-4545  
Fax (414) 727-4411  
[jenl@knightbarry.com](mailto:jenl@knightbarry.com)

BANK:	M&I Marshall & Ilsley Bank 770 N. Water Street, Milwaukee, WI 53202
ABA ROUTING NUMBER:	075000051
ACCOUNT NAME:	Knight-Barry Title, Inc.
ACCOUNT NUMBER:	0033697895
REFERENCE:	Cass 25 _____ [Insert name of Buyer]  Attention: Jennifer van Dernoot Telephone: (414) 847-4043 Facsimile: (414) 727-4411

**C. Closing Documents:**

- Seller's Closing Deliveries:** At Closing, Seller shall deliver to Closing Agent the following: (i) the Deed; (ii) Seller executed counterpart of the Assignment of Lease; (iii) an Owner's Title Affidavit, or any other documents reasonably requested by the Title Company for the issuance of the Owner's Title Policy; (iv) a FIRPTA Statement; (v) all required real estate transfer declarations, returns, and/or affidavits; (vi) Seller executed counterpart of the closing statement prepared by the Title Company; (vii) Seller executed counterpart of the Assignment of CRP Contract (if applicable); and (viii) such other documents as are reasonably required by the Title Company to consummate the Closing.
- Buyer's Closing Deliveries:** At Closing, Buyer shall deliver to Closing Agent the following: (i) the balance of the Purchase Price due at Closing; (ii) Buyer executed counterpart of the Assignment of Lease; (iii) any documents or affidavits reasonably requested by the Title Company for the issuance of the Owner's Title Policy; (iv) all required real estate transfer declarations, returns, and/or affidavits; (v) Buyer executed counterpart of the closing statement prepared by the Title Company; (vi) Buyer executed counterpart of the Assignment of CRP Contract (if applicable); and (vii) such other documents as are reasonably required by the Title Company to consummate the Closing.

**5. POSSESSION AND AGRICULTURAL SUBLEASE RENT**

The Parties agree that possession of the Property is to be delivered to Buyer on the Closing Date, subject to the rights of the tenant in possession pursuant to that certain Agricultural Sublease dated January 2, 2013 by and between Farmland Management Services, as "Lessor", and Mike Schuler and Scott Schuler, as "Lessee" (the "**Agricultural Sublease**").

At Closing, Buyer shall receive from Seller a credit against the Purchase Price in the proportionate amount of the 2013 agricultural rent due under the Agricultural Sublease pertaining to the Property (the "**2013 Agricultural Sublease Rent**"). The proportionate amount of the 2013 Agricultural Sublease Rent attributable to the Property is set forth below. These amounts are final and not subject to reparation or adjustment, unless the Closing occurs after July 31, 2013.

<u>Auction Tract:</u>	<u>2013 Agricultural Sublease Rent Prorated as of July 31, 2013 (Credit due from Seller at Closing):</u>
1	\$5,532.60
2	\$13,047.89
3	\$3,761.37
4	\$5,338.56
5	\$9,932.07
6	\$3,125.77
<b>Total:</b>	<b>\$40,738.26</b>

THE PRORATION SET FORTH IN THE ABOVE TABLE IS BASED UPON AN APPROXIMATE APPORTIONMENT OF THE ESTIMATED TILLABLE ACRES. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING TILLABLE ACREAGE.

#### 6. CRP CONTRACTS

Buyer acknowledges that Tracts 1, 2, 5, and 6 of the Cass 25 Farm are subject to certain Conservation Reserve Program Contracts ("CRP Contracts").

In the event Buyer is acquiring title to Tracts 1, 2, 5, or 6 of the Cass 25 Farm: (i) Buyer agrees to accept title to the Property subject to all CRP Contract(s) pertaining to the Property as set forth below; (ii) at the Closing, Seller and Buyer shall execute an Assignment of CRP Contract (the "**Assignment of CRP Contract**"), in substantially the form attached hereto as **Exhibit D**; and (iii) Buyer acknowledges and agrees that Buyer has been provided with a copy of the applicable CRP Contract(s).

<u>CRP Contract Number:</u>	<u>Auction Tract(s) Encumbered by CRP Contract:</u>
CRP Contract No. 1103	1 and 2
CRP Contract No. 622A	5
CRP Contract No. 733	5
CRP Contract No. 1033A	6

#### 7. REAL ESTATE TAXES AND ASSESSMENTS

The first installment of 2013 real estate taxes due and payable in May 2014 shall be paid by Seller. Seller shall escrow with the Closing Agent an amount sufficient to pay the first installment of 2013 real estate taxes pertaining to the Property and direct the Closing Agent to pay the first installment of 2013 real estate taxes once such taxes are payable. Buyer shall be responsible for the second installment payment of the 2013 real estate taxes and all other real estate taxes due and payable in subsequent years thereafter.

Seller shall pay all assessments due (and last payable without a penalty) on or before the Closing. Buyer shall be responsible for the payment of all subsequent assessments.

#### 8. TITLE EVIDENCE

Buyer acknowledge and agrees that Buyer has received and reviewed a current commitment for title insurance issued by a title company licensed to issue the same in the State of Indiana (the "**Title Company**") showing the condition of title to the Property (the "**Title**

**Commitment**"). Buyer further acknowledge and agrees to accept title to the Property subject to the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof; (b) restrictions or reservations of any type; (c) zoning laws and ordinances; (d) roadways, rights of way, and easements; (e) any contracts purporting to limit or regulate the use, occupancy, or enjoyment of the Property; (f) drainage ditches, feeders and laterals; (g) all outstanding mineral rights or reservations, oil, gas or mineral leases; (h) water districts, water rights; (i) rights of tenants, lessees, licensees, or any persons in possession; (j) matters which could be disclosed by a survey of the Property; and (k) any other matters shown on the Title Commitment (collectively, the "**Permitted Exceptions**").

At the Closing, Seller shall cause the Title Commitment to be converted into an Owner's Title Policy in the amount of the Purchase Price showing Buyer as the owner of the Property as of the Closing Date subject to the general exceptions and the Permitted Exceptions. Seller shall not be required to provide any endorsements to the Owner's Title Policy. The cost of the Owner's Title Policy shall be paid for by Seller.

## **9. SURVEY**

At Seller's election or if such Survey is required by law to complete the transaction, Seller shall obtain a boundary survey (the "**Survey**") prepared by a licensed land surveyor dated within six (6) months of the Closing Date. The cost of the Survey shall be split equally by Seller and Buyer. If adjoining tracts are purchased, the Survey may consist of only the external perimeter of the combined tracts.

## **10. WARRANTIES**

Buyer acknowledges and agrees that an inspection was made of the Property or Buyer is familiar therewith to the extent desired, and with respect to this Contract, is satisfied in all respects with the condition of the Property and with the availability of all necessary utilities and access. Buyer understands that Seller makes no representation as to the condition, quality, or serviceability of the Property or any environmental condition concerning or affecting the Property for any particular purpose. Buyer further understands that by entering into the Contract, Buyer is agreeing to accept the Property in its "AS IS" condition.

## **11. PERFORMANCE**

In the event Buyer breaches any of the terms or conditions of the Contract, Seller shall, at its election, have all rights and remedies provided to it at law or in equity, including, without limitation, the right to receive the Earnest Money Deposit as liquidated damages.

In the event Seller breaches any of the terms or conditions of the Contract, Buyer's sole and exclusive remedy at law or in equity shall be a return of the Earnest Money Deposit.

## **12. COMMISSION**

Seller shall be responsible for any real estate brokerage commission owed to Schrader Real Estate and Auction Company, Inc. as the listing broker utilized by Seller. Notwithstanding the foregoing, Buyer acknowledges and agrees that the Buyer's Premium (to be paid by Buyer as part of the Purchase Price) will be applied by Seller toward the payment of such real estate brokerage commission. Seller shall not be responsible for any real estate broker commission owed to any broker retained or utilized by Buyer.

## **13. EARNEST MONEY ESCROW**

The Earnest Money Deposit shall be held in a non-interest bearing escrow account by Schrader Real Estate and Auction Company, Inc., as escrow agent ("**Escrow Agent**"), for the mutual benefit of the Parties, and shall be disbursed according to the terms of this Contract. Buyer acknowledges and agrees that Escrow Agent is authorized to wire the Earnest Money Deposit to the Closing Agent no less than one (1) business day prior to the Closing Date to be held by the Closing Agent and applied toward the Purchase Price.

## **14. RETURN OF EARNEST MONEY**

In the event that the transaction does not close and the Escrow Agent is holding the Earnest Money Deposit in its escrow account on behalf of Buyer and Seller, said Earnest Money Deposit will be returned or held by Escrow Agent in accordance with the following terms:

- A.** Escrow Agent holding the Earnest Money Deposit shall give 30 days written notice to the Parties to the transaction as to the Escrow Agent's proposed distribution of the Earnest Money;
- B.** Written notice to the Parties shall be given either by personal delivery or sent via U.S. Mail, first class with postage fully paid addressed to the Parties at their respective addresses as such appear in this Contract. Notice sent by U.S. Mail shall be deemed to be delivered on the third business day after being deposited in the mail; and

- C. If the Escrow Agent does not receive an objection to its proposed distribution within said 30 day time frame, it shall be considered that the Buyer and Seller agree with the Escrow Agent's proposed distribution, and Escrow Agent shall distribute the proceeds in the manner set forth in the Escrow Agent's notice.

Buyer and Seller acknowledge that as long as Escrow Agent returns Earnest Money Deposit in accordance with the above written procedures and in accordance with the 30-day notice given by Escrow Agent, this Contract provision is considered as written consent to disburse said Earnest Money Deposit. **In the event that the Buyer and the Seller fail to reach an agreement regarding dispersal of the Earnest Money Deposit, the Escrow Agent is authorized to file an interpleader action, and the Parties agree that the Escrow Agent will be reimbursed from the Earnest Money Deposit for all costs incurred in connection with such filing, including reasonable attorney's fees.**

For purposes of this Section 14, if the Earnest Money Deposit has been delivered to the Closing Agent in anticipation of the Closing, the term "Escrow Agent" shall refer to the Closing Agent with respect to any such Earnest Money Deposit funds held by the Closing Agent.

## 15. GENERAL CONDITIONS AND STIPULATIONS

- A. Time shall be considered to be of the essence of this Contract. The warranties and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto. If there is more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers and Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.
- B. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand by U.S. mail to Seller or to Buyer at their respective addresses set forth below shall be considered sufficient service as of three (3) business days after mailing. If there is more than one Seller or Buyer addressee hereunder, the mailing of such notice or demand shall be made to each identified addressee of Seller or Buyer. Notice may also be sent by facsimile to Seller or Buyer at the facsimile number set forth below.

To Seller: Proventus II LLC  
c/o Hancock Agricultural Investment Group, Inc.  
99 High Street, 17th Floor  
Boston, MA 02110  
Attention: Jeff Fritz  
Investment Analyst  
Telephone: (617) 747-1665  
Facsimile: (617) 210-8575  
Email: [jfritz@hnrg.com](mailto:jfritz@hnrg.com)

Copies to: Proventus II LLC  
c/o Hancock Agricultural Investment Group, Inc.  
99 High Street, 26th Floor  
Boston, MA 02110  
Attention: Donna Frankel, Esq.  
General Counsel  
Telephone: (617) 747-1536  
Facsimile: (617) 210-8536  
Email: [dfrankel@hnrg.com](mailto:dfrankel@hnrg.com)

And

Seller's Attorney: Quarles & Brady LLP  
33 East Main Street, Suite 900  
Madison, WI 53703  
Attention: Matthew Fortney, Esq.  
Telephone: (608) 283-2651  
Facsimile: (608) 294-4970  
Email: [matthew.fortney@quarles.com](mailto:matthew.fortney@quarles.com)

To Buyer:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Email: \_\_\_\_\_

Copy to Buyer's Attorney:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Email: \_\_\_\_\_

- C. This Contract contains all the terms and conditions agreed upon by the parties hereof, and supersedes all oral agreement regarding the subject matter of this Contract and may only be amended or altered in writing signed by all parties.
- D. Seller and Buyer agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with the following: (a) Real Estate Settlement Procedures Act of 1974; (b) Internal Revenue Service Form 1099S; (c) Section 445 of the Internal Revenue Code as amended (which deals with the citizenship of the Seller; (d) a mutually agreeable summary of the closing transaction; and (e) all laws, statutes, ordinances and regulations applicable to the transaction.
- E. Seller understands and agrees that Buyer may qualify its acquisition of the Property as part of a like-kind exchange under Section 1031 of the Internal Revenue Code. Notwithstanding any other provision in the Contract to the contrary, Buyer may assign its rights under the Contract to a qualified intermediary or an exchange accommodation titleholder of its choosing for the purpose of effecting a like-kind exchange transaction; provided, however, that no such assignment shall operate to release Buyer from its obligations under the Contract and Buyer shall unconditionally guarantee the full and timely performance by any such assignee of each and every one of the obligations and undertakings of the Buyer under the terms of the Contract. Seller agrees to execute an acknowledgment of any such assignment and otherwise to cooperate reasonably with Buyer to qualify Buyer's acquisition of the Property as a like-kind exchange; provided, however, that Seller will not be required to acquire title to any other property to consummate Buyer's exchange and Seller will not be required to assume any additional liabilities or obligations or incur any additional expense as a result of Buyer's exchange. Buyer shall advise Seller in writing of any intended like-kind exchange no less than five (5) business days prior to the Closing Date.
- F. Facsimile copies and signatures on this Contract shall be as valid as an originally signed Contract. This Contract may be executed in counterparts.

**SIGNATURE PAGES FOLLOW ON NEXT PAGE**

**SIGNATURE PAGE**

Seller does hereby accept the foregoing Contract this July 1, 2013.

**BUYER:**

\_\_\_\_\_  
[Print Name of Buyer, and if applicable, Type of Corporate Entity]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

**PROVENTUS II LLC**, a Delaware limited liability company

By: Hancock Natural Resource Group, Inc.  
Its: Investment Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Buyer - F.E.I.N. or Social Security Number:**

\_\_\_\_\_

**Buyer - Provide where Future Tax Bills and Original Deed should be mailed to after recording:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned Listing/Selling Broker as Escrow Agent acknowledges receipt of the aforementioned Earnest Money Deposit and agrees that said funds shall be held and disbursed by Escrow Agent according to the terms of the foregoing Contract, and all Parties shall receive copies of same.

**SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.**

RD Schrader  
950 North Liberty Drive  
P.O. Box 508  
Columbia City, IN 46725  
Telephone: (260) 244-7606  
Facsimile: (260) 244-4431  
Email Address: [rd@schraderauction.com](mailto:rd@schraderauction.com)

\_\_\_\_\_  
Listing Broker (Escrow Agent) Acceptance of Earnest Money

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY THEIR WRITTEN CONSENT BY ALL PARTIES.

**EXHIBIT A**

**LEGAL DESCRIPTION/DEPICTION OF PROPERTY**

[INSERT LEGAL DESCRIPTION OR AERIAL DEPICTION CONTAINING AUCTION TRACT NUMBER]



**EXHIBIT B**  
**FORM OF DEED**

This document prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

After recording return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Send subsequent Tax Bills to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PARCEL IDENTIFICATION NUMBER:

\_\_\_\_\_

This is not homestead property

**SPECIAL WARRANTY DEED**

THIS DEED, made between PROVENTUS II LLC, a Delaware limited liability company, having an address c/o Hancock Natural Resource Group, Inc., 99 High Street, 26th Floor, Boston, MA 02110 (Grantor), and \_\_\_\_\_, having a mailing address of \_\_\_\_\_ (Grantee).

WITNESSETH, That the Grantor, for the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, to it paid by the Grantee, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee the following land and the improvements located thereon (Premises), and situated in the Township of \_\_\_\_\_, County of \_\_\_\_\_, and State of Indiana:

(SEE EXHIBIT "A" ANNEXED HERETO FOR LEGAL DESCRIPTION)

The Premises described hereunder are hereby conveyed "as is," by the tract and not by the acre, the acreage no being guaranteed by the Grantor, and are also conveyed subject to all taxes and special assessments now a lien, levied, or confirmed after the date hereof; restrictions or reservations of any type; zoning laws and ordinances; roadways, rights of way, and easements; any contracts purporting to limit or regulate the use, occupancy, or enjoyment of the Premises; drainage ditches, feeders and laterals; all outstanding mineral rights or reservations, oil, gas or mineral leases; water districts, water rights; rights of tenants, lessees, licensees or any persons in possession; matters which could be disclosed by a survey of the Premises; and \_\_\_\_\_.

TO HAVE AND TO HOLD the above-described Premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns, forever.

And Grantor does hereby warrant and forever defend all and singular the said Premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor except as aforesaid, but against none other.

IN WITNESS WHEREOF, the Grantor, on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, has caused these presents to be signed in its name.

**PROVENTUS II LLC**, a Delaware limited liability company

By: Hancock Natural Resource Group, Inc.

Its: Investment Manager

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MASSACHUSETTS            )  
                                                          ) SS.  
COUNTY OF SUFFOLK                )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2013, the above named \_\_\_\_\_, \_\_\_\_\_ of the Investment Manager of Proventus II LLC to me known to be the person who executed the foregoing instrument voluntarily for its stated purposes, and acknowledged the same in his capacity as Vice President of the Investment Manager of Proventus II LLC.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**EXHIBIT C**

**FORM OF ASSIGNMENT OF LEASE**

**Assignment of Sublease and Release of Property from Master Lease**

WHEREAS, FARMLAND MANAGEMENT SERVICES ("**Assignor**"), as Lessee under that Certain Master Lease and Management Agreement dated \_\_\_\_\_ ("**Master Lease**") with the undersigned, PROVENTUS II LLC, a Delaware limited liability company ("**Owner**"), has subleased the real estate commonly known as the Cass 25 Farm located in Cass and Carroll Counties, Indiana (the "**Cass 25 Farm**") to Mike Schuler and Scott Schuler ("**Sublessee**") pursuant to a certain Agricultural Sublease dated January 2, 2013, ("**Sublease**");

WHEREAS, Owner has sold a portion of the Cass 25 Farm known as Auction Tract(s) \_\_\_\_\_ and as more particularly described in the Purchase Contract (the "**Property**") to \_\_\_\_\_ ("**Assignee**"), and Assignee has received a copy of the Sublease; and

WHEREAS, Assignor desires to assign that portion of the Sublease pertaining to the Property to Assignee and Owner desires to release the Property from said Master Lease, all in accordance with the terms and conditions of that certain Contract to Purchase Agricultural Land dated July 1, 2013, between Owner and Assignee (the "**Purchase Contract**");

NOW, THEREFORE, in consideration of the payment to Assignor by Assignee of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor, as Lessor under the Sublease, does hereby grant, assign, transfer and set over unto Assignee all of its right, title, and interest in and to the portion of the Sublease pertaining to the Property, without representation, warranty, recourse, or agreement of any kind being given by Owner or Assignor to Assignee, except as specifically set forth herein. Owner has provided Assignee with Assignee's proportionate share of the 2013 rent due and owing under the Sublease attributable to the Property.
2. Assignor does hereby represent that its interest in the portion of the Sublease pertaining to the Property has not heretofore been assigned, transferred, or otherwise disposed of, except as set forth herein.
3. Owner does hereby release the Property from said Master Lease.
4. Assignee, by acceptance hereof, stands bound by and obligated to perform according to the terms of said Sublease pertaining to the Property and shall hold harmless and indemnify Assignor and Owner against any and all claims arising with respect to said Sublease pertaining to the Property.

This Assignment applies to, inures to the benefit of, and binds all parties hereto, their successors and assigns, and shall become effective upon the recording of the deed conveying title of the Property to Assignee.

This Assignment may be executed in counterparts.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**ASSIGNOR:**  
Farmland Management Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OWNER:**  
Proventus II LLC, a Delaware limited liability company

By: Hancock Natural Resource Group, Inc.  
Its: Investment Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED BY ASSIGNEE:**

\_\_\_\_\_  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT D**

**FORM OF ASSIGNMENT OF CRP CONTRACT**

WHEREAS, PROVENTUS II LLC, a Delaware limited liability company ("**Assignor**"), is the owner of certain real estate commonly known as the Cass 25 Farm located in Cass and Carroll Counties, Indiana (the "**Cass 25 Farm**") and as more particularly defined in that certain Contract to Purchase Agricultural Land dated July 1, 2013 (the "**Purchase Contract**");

WHEREAS, portions of the Cass 25 have been enrolled in the Conservation Reserve Program pursuant to certain Conservation Reserve Program Contracts as set forth in more detail in the Purchase Contract (the "**CRP Contracts**");

WHEREAS, Assignor has sold a portion of the Cass 25 Farm known as Auction Tract(s) \_\_\_\_\_ and as more particularly described in the Purchase Contract (the "**Property**") to \_\_\_\_\_ ("**Assignee**"), and Assignee has received a copy of the CRP Contract(s) pertaining to the Property;

WHEREAS, Assignor desires to assign the CRP Contract(s) pertaining to the Property to Assignee and Assignee desires to assume the terms and conditions of the CRP Contract(s); and

NOW, THEREFORE, in consideration of the payment to Assignor by Assignee of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor does hereby grant, assign, transfer and set over unto Assignee any of its right, title, and interest in and to the CRP Contract(s) pertaining to the Property, without representation, warranty, recourse, or agreement of any kind being given by Assignor to Assignee, except as specifically set forth herein.
2. Assignee, by acceptance hereof, stands bound by and obligated to perform according to the terms of said CRP Contract(s) and shall hold harmless and indemnify Assignor against any and all claims arising with respect to said CRP Contract(s). Assignee shall be responsible for obtaining any governmental approval(s) required for the assignment of the CRP Contract(s).

This Assignment applies to, inures to the benefit of, and binds all parties hereto, their successors and assigns, and shall become effective upon the recording of the deed conveying title of the Property to Assignee.

This Assignment may be executed in counterparts.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

**ASSIGNEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNOR:**

**PROVENTUS II LLC**, a Delaware limited liability company

By: Hancock Natural Resource Group, Inc.  
Its: Investment Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_