

THIS FORM OF AGREEMENT WHEN COMPLETED AND EXECUTED BY BUYER AND SELLER IS INTENDED TO BECOME A BINDING REAL ESTATE CONTRACT.

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this 28th day of March, 2015, by and between Shawnee Holdings, LLC, a Delaware limited liability company of 1 North Franklin Street, Suite 2360, Chicago, IL 60606, hereinafter referred to as "Seller" and

of _____, hereinafter referred to as "Buyer".

WHEREAS, Seller is the owner of real property described as:

The surface only of lands described on the EXHIBIT or EXHIBITS attached hereto which describe Tract(s) _____

except all coal, oil, gas and other minerals and rights appurtenant thereto, hereinafter referred to as the "Property"; provided, however, if the Tract(s) designated above include Auction Tract 23, the Property includes any minerals currently owned by Seller (with respect to Auction Tract 23 only) and rights appurtenant thereto, subject to any previous exceptions, reservations and conveyances of coal, oil, gas and other minerals and rights appurtenant thereto; and

WHEREAS, Seller has conducted an absolute auction, Buyer has entered the winning bid on the Property and Buyer and Seller are therefore bound by the absolute auction terms to enter into this agreement on the terms and conditions set forth herein.

In consideration of the mutual covenants and provisions of the parties, it is therefore agreed:

1. Seller shall sell and Buyer shall purchase the Property. This agreement is binding on the parties and is not subject to the Buyer's ability to obtain a loan or other financing. The terms of sale include provisions, disclosures and disclaimers set forth in the written auction announcements that were included in each bidder's packet and read orally prior to bidding. These written auction announcements are attached as Addendum A and are incorporated herein by reference.

2. The purchase price of the Property shall be the sum of _____ Dollars (\$ _____). On this date, Buyer has delivered to Rhine Ernest LLC Escrow Account, for the benefit of Seller, earnest money in the amount of _____ Dollars (\$ _____) which shall be applied to the purchase price at closing. The balance of the purchase price, _____ Dollars (\$ _____), less any credits due Buyer pursuant to paragraph 5, shall be paid by Buyer to Seller by immediately available funds to be delivered at the time of closing. Prior to closing Seller shall provide to Buyer all information necessary for Buyer to wire said funds to an account designated by Seller. If this

transaction fails to close, Rhine Ernest LLC shall hold said earnest money until it receives either (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursements to the other; or (c) a final court order directing disbursement.

3. Within forty (40) days of execution of this contract, Seller shall, at its own expense, provide to Buyer a commitment for title insurance in the amount of the purchase price and otherwise in the form substantially provided to Buyer for his review at the time of the auction sale.

4. Closing shall be within sixty (60) days of this date and shall take place at the lending bank of buyer if located in Saline County, Illinois, Williamson County, Illinois, or adjacent counties, or, if there is no lending bank or the lending bank is located elsewhere, at such place in Saline County, Illinois, or Williamson County, Illinois designated by Seller. Buyer's obligation to purchase the Property and close this transaction is NOT contingent on upon the Buyer's ability to obtain a loan or other financing or the satisfaction of any other condition. At the closing, Seller shall convey the property to Buyer and Buyer shall pay Seller the balance of the purchase price as provided in paragraph 2. At closing, Sellers shall, at Seller's expense, deliver to Buyer with the following:

- (a) An executed Special Warranty Deed in substantially the form attached hereto; and
- (b) An executed revenue statement (PTAX-208) and such other revenue forms as may be required for this transaction.

Either party will reasonably cooperate if the other intends to structure the transfer or acquisition of the Property as part of an exchange under §1031 of the Internal Revenue Code, provided that no party will be required to acquire title to any other property or assume any additional expense or liabilities as a result of such cooperation.

5. (i) Buyer shall be entitled to a credit, at closing, for real estate taxes for the year 2014, payable in 2015, and for real estate taxes for the year 2015, payable in 2016, pro-rated through the date of closing on the basis of the full year's taxes stated on the attached EXHIBIT or EXHIBITS. These tax amounts are based on the most recently available tax bills applicable to the Property, allocated on a per acre basis, and if applicable, on an assessment basis for improvements. There shall be no further settlement or adjustments after closing. Buyer shall pay all real estate taxes due after closing.

(ii) At Seller's option, Seller may either pay for revenue stamps directly to the County Recorder or allow Buyer a credit for the amount due at closing, whereupon Buyer will promptly record the deed and pay for said revenue stamps.

6. Seller shall deliver possession of the property to Buyer on date of closing, provided, however, that Buyer may have reasonable access to the property to examine the property after the execution hereof, at reasonable times agreeable to Seller. Buyer represents to Seller that Buyer has made his own inspections, investigations, inquiries, due diligence and environmental surveys regarding the Property, or has knowingly and willingly not done so and accepts all risks entailed by not doing so. Buyer agrees that Seller has made no representations or warranties regarding the condition of the Property. The Property is sold and purchased in "as in" condition.

7. All notices, requests, communications and demands hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or sent by certified mail, postage pre-paid to Buyer at the postal address shown on page 4 and to:

Seller: Shawnee Holdings, LLC
1 North Franklin Street
Suite 2360
Chicago, IL 60606

with a copy to: John E. Rhine
Rhine Ernest LLP
One Main Street, Suite 600
Evansville, IN 47708

8. Time is of the essence of this agreement.

9. (a) In the event Buyer's earnest money payment is not honored by the financial institution drawn upon, then this agreement shall be null and void and Buyer shall pay to Seller, as liquidated damages, a sum equal to the earnest money amount plus, if a subsequent auction of the Property is held by Seller within six months of this date and the purchase price established at that auction is less than the purchase price set forth in this agreement, the difference between the purchase price at such auction and the purchase price set forth in this agreement.

(b) In the event closing does not occur due to breach of Buyer, then Seller may, at his option, enforce this agreement or declare this agreement null and void, in which case Seller may retain the earnest money and, if a subsequent auction of the Property is held by Seller within six months of this date and the sale price established at that auction is less than the purchase price set forth in this agreement, Buyer shall pay to Seller the difference.

(c) In the event Seller brings a court action to enforce its rights under this agreement, then Buyer shall also pay to Seller all costs associated with such action, including without limitation reasonable attorney's fees.

10. 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. No assignment by Buyer shall be valid unless approved in writing by Seller and in such case, Buyer shall become the guarantor of performance by the assignee. Seller hereby approves any assignment made as part as part of an exchange under §1031 of the Internal Revenue Code.

11. This agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

12. This agreement supersedes any prior agreements and undertakings between the parties hereto and represents the complete agreement of the parties; however, this agreement may be amended from time to time prior to the closing pursuant to the written agreement of all parties.

13. The auction company which conducted the absolute auction, its employees, agents and representatives (collectively, "Seller's Representatives") are acting, and have acted, solely on behalf of, and exclusively as the agent for, Seller. The commission due said auction company shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Seller's Representatives from and against any claim of any other 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 broker or person. This obligation of Buyer shall survive closing.

14. If there are improvements on the Property, risk of loss or damage to the property shall be on Seller until closing. In the event the improvements are destroyed or substantially damaged by fire or other casualty prior to closing, and Seller does not substantially replace or repair the damage prior to such date, Buyer may, at its option, either declare this contract terminated or enforce this agreement. If terminated, Seller shall return the deposit to Buyer and be entitled to settle the loss with the insurance companies and to receive all the proceeds of such policies. If enforced, Seller shall assign all proceeds to Buyer. Seller shall cooperate with Buyer and execute and deliver all documents required to recover the proceeds of such policies from the insurers.

The parties have executed this agreement effective the date above stated.

BUYER(s): _____

Print Name(s): _____

Print Address: _____

Telephone Number: _____

E-mail address: _____

SELLER:
Shawnee Holdings, LLC

By: _____
Authorized officer or agent