

AGREEMENT TO PURCHASE

This Agreement to Purchase is dated December 20, 2018 and is entered into by and between Van Ham Dairy, L.L.C., an Ohio limited liability company (“**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 hereof and, together with this Agreement to Purchase, are collectively referred to herein as this “**Agreement**”: (i) the aerial auction tract map hereto as Exhibit A (“**Exhibit A**”); and (ii) the auction announcements attached as Addendum A (“**Addendum A**”).

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 Putnam County, Ohio offered in four (4) separate auction tracts (Tracts 1 - 4), 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 Tracts**”, whether one or more).

As a material part of the consideration for this Agreement, Buyer acknowledges that: (i) Buyer is responsible for having completed, *before the Auction*, all appropriate inspections, investigations and review with respect to the Property (as defined below) and the prospective acquisition thereof by Buyer, including the physical condition of the Property and/or Buyer’s ability to obtain any financing and/or any permits and/or matters affecting the title; and (ii) Buyer’s obligation to purchase and acquire the Property shall not be subject to any condition or contingency regarding the physical state or condition of the Property or regarding Buyer’s ability to obtain any financing or permits or any other condition or contingency except as expressly set forth in this Agreement.

NOW, THEREFORE, 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 Tracts, together with all buildings, improvements and permanent fixtures, if any, presently existing on said land (the “**Real Estate**”); and (b) any other property that is specifically included with one or more of the Purchased Tracts according to the express terms of this Agreement; *provided, however*, notwithstanding the foregoing definition, the “**Property**” to be acquired by Buyer does not include any item or property interest that is specifically excluded according to the express terms of this Agreement. This Agreement applies only to the Purchased Tracts designated on the Signature Page of this Agreement. If any provision of this Agreement refers to and/or might otherwise apply to an auction tract that is not one of the Purchased Tracts, such provision shall not apply except to the extent that such provision affects one or more of the Purchased Tracts and/or the sale and/or conveyance thereof pursuant to this Agreement.

2. **Exclusions.** Notwithstanding any other provision, the Property to be purchased and acquired pursuant to this Agreement shall *not* include any of the following items, all of which are specifically excluded from the sale of the Property: (a) the two milk silos and related piping control system and monitor located on Tract 1; (b) any equipment advertised and/or scheduled for sale in connection with the equipment auction to be conducted on December 20, 2018 by Auction Company on behalf of Seller (except the Mecc Alte 800KW Generator which shall be *included* as part of Tract 1); and (c) any other item of personal property (i.e., other than permanent fixtures constituting real property by virtue of its connection to the Real Estate) that is not specifically included with the Purchased Tracts according to the express terms of this Agreement.

3. **Purchase Price; Buyer’s Premium.** The purchase price for the Property (the “**Purchase Price**”) consists of the amount in U.S. Dollars which is written as the purchase price on the Signature Page, being the amount of Buyer’s high bid for the Purchased Tracts plus a Buyer’s Premium equal to three percent (3.0%) of the bid amount. If Section 4 applies, the Purchase Price written on the Signature Page shall be subject to adjustment, in accordance with Section 4 below, to arrive at the final Purchase Price for purposes of the Closing. 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. “**Closing Agent**” refers to the title company administering the Closing pursuant to Section 16 below.

4. **Adjustment to Purchase Price.** This Section applies *if and only if* the Purchased Tracts do *not* include either Tract 1 or Tract 4. If this Section applies, the Purchase Price written on the Signature Page 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.

5. **Earnest Money.** Concurrently with Buyer's execution of this Agreement, Buyer shall deliver an earnest money deposit (the "**Earnest Money**") payable to the Auction Company in an amount equal to at least ten percent (10%) of the Purchase Price written on the Signature Page, to be held in escrow, delivered to the Closing Agent at or prior to Closing and applied to the Purchase Price at Closing. For purposes of the application of this Agreement at any given time, "**Escrow Agent**" refers to: (a) Auction Company with respect to all or such portion of the Earnest Money held by Auction Company at such time; and/or (b) the Closing Agent with respect to all or such portion of the Earnest Money held by the Closing Agent at such time.

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 convey and transfer title to the Property (in fee simple with respect to the Real Estate), free and clear of any lien (except the lien for current, non-delinquent Taxes) and free and clear of any other material encumbrance that does not constitute a Permitted Exception; and (c) that Seller is able to deliver possession of the Property at the time of Closing (except as otherwise provided in Section 38) and substantially in its present condition (except as otherwise provided in Section 24), 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 from the effective date of such notice in order to cure such nonconformity. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer's sole and exclusive remedy.

7. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to acquire the Property and accept title, possession, the deed, the 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 and drains; (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 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 Minerals; (h) any recorded oil and/or gas lease, whether or not active; (i) any matter disclosed in this Agreement (including Addendum A); (j) easements, conditions, restrictions, reservations and/or other matters (except liens) appearing of record and disclosed, identified or listed as exceptions in the Preliminary Title Evidence (as defined below); and (k) all other matters (except liens) described in Schedule B-II of the Preliminary Title Evidence (as defined below), whether or not referring to a recorded instrument.

8. **Preliminary Title Evidence.** The term "**Preliminary Title Evidence**" refers to the preliminary title insurance schedules prepared by Chicago Title Insurance Company dated December 13, 2018 and identified by Issuing Office File Number 18041028 and Order No. 7294461. Buyer acknowledges that an earlier version of the Preliminary Title Evidence has been made available for review by prospective bidders prior to the Auction (in printed form and/or via download from the auction website) and the updated version (dated December 13, 2018) was made available at the Auction site prior to and during bidding.

9. **Final Title Commitment; Owner's Title Insurance Policy.** Seller shall obtain and furnish to Buyer at Seller's expense (and Buyer has the right to receive as a condition to Buyer's obligation to acquire the Property at Closing) a commitment, dated after the execution of this Agreement and prior to Closing, for the issuance of a standard coverage ALTA 2006 owner's title insurance policy insuring fee simple title with respect to the Real Estate in the name of Buyer for the amount of the Purchase Price, free and clear of any material encumbrance that does not constitute a Permitted Exception (the "**Final Title Commitment**"); *provided, however*, Buyer agrees to accept the Final Title Commitment furnished by Seller notwithstanding: (a) the title company's standard general exceptions and/or "boilerplate" exceptions; (b) any exception, condition or requirement that can and will be satisfied and/or removed at or prior to Closing; (c) any specific or general exception or exclusion with respect to Minerals; and/or (d) any matter listed, described or revealed in the Final Title Commitment that constitutes a Permitted Exception. The cost of issuing a standard owner's title insurance policy in accordance with the Final Title Commitment shall be charged to Seller at the time of Closing.

10. **Post-Auction Survey.** A new post-auction survey of the Real Estate 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 the legal description; or (b) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (c) Seller elects to obtain a new survey for any other reason in Seller's sole discretion. If a new survey is obtained, the survey shall be ordered by the Auction Company and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. The

costs of any survey obtained in accordance with the provisions of this Agreement (“**Survey**”) shall be shared equally (50:50) by Seller and Buyer. Any Survey of adjacent tracts purchased in combination will be for the perimeter only and will not show interior tract boundaries.

11. **Additional Title Evidence.** If Buyer intends to obtain any Additional Title Evidence (as defined below): (a) Buyer shall be solely responsible for obtaining such Additional Title Evidence in a timely manner (without delaying the Closing) 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 condition or requirement except as expressly set forth in this Agreement. “**Additional Title Evidence**” refers to any title evidence sought or obtained by Buyer (including 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 Preliminary Title Evidence; (ii) the Final Title Commitment furnished in accordance with the express terms of this Agreement; (iii) the standard owner’s title insurance policy to be issued in accordance with the Final Title Commitment; and (iv) any Survey that is obtained in accordance with the express terms of this Agreement.

12. **Delivery of Title.** The Real Estate shall be conveyed to Buyer by warranty deed (subject to the Permitted Exceptions), to be furnished by Seller at Seller’s expense and executed and delivered at Closing.

13. **Minerals.** Seller is not reserving any interest with respect to Minerals. The Property acquired by Buyer pursuant to this Agreement will include Seller’s interest, if any, with respect to Minerals; *provided, however*: (a) no promise, 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; (b) the Real Estate shall be conveyed to Buyer subject to any outstanding reservations, severances and/or other rights with respect to Minerals; and (c) Seller has no obligation to provide any title insurance or other title evidence with respect to Minerals. “**Minerals**” refers to oil, gas and other minerals under the surface of and/or that may be produced from the land included with the Purchased Tracts and all rights appurtenant thereto.

14. **Assumed Contracts.** Seller will not assign to Buyer and Buyer shall not be required to assume any interest or obligation of Seller under any contract or lease except as otherwise provided in the Silage Purchase Agreement, if applicable.

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

16. **Closing.** The “**Closing**” refers to the final delivery and exchange of documents and funds in connection with the consummation of the sale and purchase of the Property in accordance with the terms of this Agreement, including the delivery of title to Buyer and the delivery of the Purchase Price to Seller. Subject to the terms and conditions of this Agreement, the Closing shall occur on or before **January 22, 2019** or as soon as possible after said date upon completion of the Survey (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 22, 2019** then, subject only to the satisfaction of the conditions set forth in Section 15 above, Buyer shall be obligated to close on a date specified in a written notice from Seller or Seller’s agent to Buyer or Buyer’s agent which date must be: (a) at least 10 days after the effective date of such notice; and (b) at least 10 days after completion of the Survey, 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 Chicago Title Insurance Company located at 1111 Superior Ave., Suite 600, Cleveland, Ohio 44114 (Tel: 216-696-1275).

17. **Allocation of Purchase Price.** The parties may hereafter agree to an allocation of the Purchase Price between or among different asset classes by jointly executing a separate purchase price allocation agreement in writing prior to the Closing (“**PPA Agreement**”). However: (a) the parties’ obligations under this Agreement are not contingent upon the execution of a PPA Agreement; and (b) each party shall be responsible for fulfilling their own respective obligations with respect to the reporting of the transfer or acquisition of any asset and/or asset class under this Agreement, for income tax purposes and all other purposes, regardless of whether the parties have executed a PPA Agreement. If any item(s) of personal property is/are included with the Purchased Tracts according to the express terms of this Agreement and the Purchase Price has not been

allocated otherwise pursuant to a PPA Agreement executed by Seller and Buyer prior to Closing then, for the purpose of documenting the transfer of the Property at Closing (including the completion of the Ohio real property conveyance fee form), the portion of the Purchase Price allocated to such item(s) of personal property shall be determined by Seller in its sole discretion.

18. **Seller's Expenses.** The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) all costs of releasing existing liens, if any, and recording the releases; (b) one-half of the fee charged by the Closing Agent to administer a cash closing; (c) one-half of the cost of the Survey, if any, obtained in accordance with the terms of this Agreement; (d) the cost of the owner's title insurance; (e) the cost of preparing Seller's transfer documents, including the deed; (f) the Ohio real estate conveyance fee and any county transfer taxes; (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.

19. **Buyer's Expenses.** The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Closing Agent prior to Closing: (a) any expense incident to a loan obtained by Buyer which is not otherwise paid by Buyer outside of Closing, including any loan commitment fees, document preparation, recording fees, mortgage tax, 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, if any, obtained in accordance with the terms of this Agreement; (d) any expense stipulated to be paid by Buyer under any other provision of this Agreement; and (e) any expense normally charged to a buyer at closing and not specifically charged to Seller in this Agreement.

20. **Taxes and Assessments.** Ad valorem property taxes that are or will be assessed against any tax parcel that includes any part of the Property for the calendar year in which the Closing occurs and any prior year, to the extent unpaid as of the time of Closing (collectively, "**Taxes**"), shall be prorated and allocated as follows: (a) Buyer's share is the portion attributed to the period after Closing (*prorated* on a calendar year basis to the date of Closing), but only to the extent attributed to the Property; (b) Seller's share is the entire amount of all Taxes except Buyer's share and except any amount collected from another purchaser in connection with a prior closing; and (c) if any Taxes are not ascertainable and payable at the time of Closing, the total amount of such Taxes that are not ascertainable and payable at the time of Closing shall be estimated based on 100% of the amount last billed for a calendar year and the total amount thus estimated (the "**Estimated Taxes**") shall be allocated between the parties consistent with the foregoing provisions. Each party's share of the Taxes shall be collected by the Closing Agent at the time of Closing and paid directly to the appropriate tax collection office; *provided, however*, if any Taxes are not ascertainable and payable at the time of Closing, Seller's share of the Estimated Taxes, to the extent attributed to the Property, shall be paid via credit against the sums due from Buyer at Closing (subject to the tax parcel split provisions of Section 21 below, if applicable). In any event, Buyer shall pay all Taxes billed after Closing (to the extent attributed to the Property and to the extent not paid via escrow or direct prepayment in accordance with Section 21 below), and any shortage or surplus with respect to the estimated amount credited or paid by Seller at Closing shall be paid or retained by or refunded to Buyer (to the extent attributed to the Property). Special assessments, if any, that are assessed against any tax parcel that includes any part of the Property ("**Assessments**") shall be paid directly to the appropriate tax collection office out of Seller's proceeds at Closing to the extent they are last payable without a penalty on or before the date of Closing. Buyer shall assume and pay all subsequent Assessments to the extent attributed to the Property.

21. **Tax Parcel Split.** This Section applies if the conveyance of the Real Estate involves a tax parcel split. If this Section applies, Seller may elect (in lieu of a credit to Buyer at Closing) to have the Closing Agent collect from Buyer and Seller at Closing their respective shares of the Estimated Taxes, to be either held in escrow and applied towards payment of the Taxes when billed after Closing or paid directly to the appropriate tax collection office as an estimated prepayment of such Taxes; *provided, however*, any amount thus collected from Buyer shall be credited to Seller if and to the extent that Buyer's share has been collected from Seller in connection with a prior closing. In any event, if this Section applies, the extent to which any Taxes and/or Assessments are attributed to the Property shall be based on a split calculation provided by the appropriate property tax official or based on an estimated split calculation using available assessment data. If the billing of any Taxes and/or Assessments after Closing includes portions attributed to the Property and other real estate, Buyer shall cooperate with the owner(s) of such other real estate to facilitate timely payment of the balance due and Buyer shall pay the portion attributed to the Property.

22. **CAUV.** If all or any part of the Real Estate has been taxed at a reduced Current Agricultural Use Value ("**CAUV**"), Buyer will be responsible for the payment of any CAUV recoupment taxes in the event that Buyer converts the CAUV property to a non-agricultural use or otherwise takes any action that would disqualify the property for CAUV or fails to take any action necessary to qualify the property for CAUV.

23. **Delivery of Possession.** Except as otherwise provided pursuant to the Lease between Buyer and Seller (if applicable), Buyer shall be entitled to possession of the Property effective as of the completion of the Closing, subject to the Permitted Exceptions.

24. **Risk of Loss.** The Property shall be conveyed 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 purchase and 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; (c) loss covered by Seller's insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss; and/or any (d) any condition which Buyer is obligated to repair under the terms of the Pre-Closing Lease (if applicable).

25. **Condition of Property; Acknowledgment of Buyer.** Buyer is responsible for having completed, prior to the Auction, all appropriate inspections of and investigations with respect to the Property and/or the Buyer's prospective acquisition thereof. 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 Real Estate, before or after Closing, as a condition of this Agreement.

26. **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 OR 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, location or availability of utilities, availability of building, water or other permits, environmental matters, zoning matters (including any specific zoning classifications and/or 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.

27. **Permits; Generally.** Buyer's obligations under this Agreement are not contingent upon obtaining any permit or approval from any federal, state or local governmental agency that Buyer may intend to seek in connection with any prospective use, improvement or development of the Property. Seller shall have no obligation or responsibility before or after Closing with respect to any such permit or approval except as provided by the express terms of Section 28 below, if applicable. After Closing, Buyer shall be solely responsible for operating the Property in full compliance with all applicable laws.

28. **CAFO Permit.** This Section applies if the Purchased Tracts include Tract 1 and Buyer applies or intends to apply to the Ohio Department of Agriculture ("ODA") for a Transfer with respect to the CAFO Permit. "**CAFO Permit**" refers to the existing CAFO permit issued by the ODA with respect to the dairy operation located at the real estate comprising Tract 1, identified as Permit to Operate No. 69-115-PTO-003. "**Transfer**" refers to a transfer of the CAFO Permit to Buyer pursuant to Section 901:10-1-08 of the Ohio Administrative Code. If this Section applies:

(a) Any Transfer of the CAFO Permit shall be contingent on the completion of the Closing pursuant to this Agreement, but the Closing shall not be contingent on the Transfer of the CAFO Permit.

(b) Concurrently with the execution of this Agreement, Seller will execute and deliver to Buyer a letter requesting transfer of the CAFO Permit to Buyer (such letter to be in the form of the ODA's sample Letter of Request with the Buyer identified as the "Transferee" and "New Owner" and with **January 22, 2019** identified as the anticipated date of transfer). Prior to Closing, Seller will execute and deliver to Buyer any other standard ODA form that is required to be signed by the transferor in connection with Buyer's application for the Transfer of the CAFO Permit if such form is delivered to Seller or Seller's agent prior to Closing after having been properly and accurately prepared and completed by Buyer at Buyer's expense.

(c) Buyer shall be solely responsible for satisfying all requirements of the ODA and providing all documents and information requested by the ODA in connection with Buyer's application for the Transfer of the CAFO Permit and Seller shall have no obligation or responsibility before or after Closing with respect to such application except as expressly provided above with respect to Seller's execution and delivery of standard ODA forms. Buyer shall be solely responsible for all expenses (including the ODA transfer fee) relating to Buyer's application for the Transfer of the CAFO Permit.

(d) If Buyer or Seller deems it prudent to have a separate agreement with respect to the Transfer of the CAFO Permit (so that such agreement can be provided to ODA without providing the entire contents of this

Agreement), the parties shall cooperate to create such a separate agreement; *provided, however*, that its terms shall be entirely consistent with this Agreement and any Transfer of the CAFO Permit shall be contingent on the completion of the Closing pursuant to this Agreement.

(e) Buyer understands and acknowledges that the CAFO Permit, and any Transfer thereof, is subject to the rules, regulations and requirements of the ODA, including the ODA's requirements pertaining to a prospective transferee's eligibility to acquire rights with respect to the CAFO Permit. Buyer is responsible for having fully investigated and understood all such requirements prior to bidding at the Auction, including all eligibility requirements as they may apply to Buyer and all requirements bearing upon the process and timing of any Transfer of the CAFO Permit vis-à-vis the Buyer's obligation to timely acquire the Property at Closing in accordance with this Agreement. Without limiting the foregoing provisions, Buyer acknowledges that Buyer is familiar with the documents included with the ODA Forms and Instructions binder which has been made available for review by prospective bidders prior to the Auction (via download from the auction website) and at the Auction site prior to and during bidding.

(f) IN ANY EVENT, BUYER'S OBLIGATION TO ACQUIRE THE PROPERTY AT CLOSING IS NOT AND SHALL NOT BE CONTINGENT UPON THE TRANSFER OF THE CAFO PERMIT OR UPON BUYER'S ELIGIBILITY FOR AND/OR ABILITY TO OBTAIN SUCH TRANSFER.

29. **Remedies; Buyer Default.** The term "**Buyer Default**" refers to nonpayment of the Earnest Money in accordance with the provisions of this Agreement (including 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.

30. **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 the Property in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Section 6, 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.

31. **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 either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. 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 THE RELATED AGREEMENTS (AS DEFINED BELOW) AND/OR THE SALE AND PURCHASE OF THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

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

33. **Notices.** A notice given to a party under this Agreement shall be in writing and sent by overnight delivery via USPS, FedEx or UPS to the party’s notification address as provided below. In addition, 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. 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 Faegre Baker Daniels LLP, Attn: Terry E. Hall, 300 N. Meridian St., Suite 2700,
Indianapolis, IN 46204

With PDF copies via email to: Terry.Hall@FaegreBD.com
and to: valentinen@millercanfield.com
and to: RD@schraderauction.com

If to Buyer: The Buyer’s mailing address and email address provided on the Signature Page.

34. **Agency; Sales Fee.** Auction Company and its respective agents and representatives are acting solely on behalf of and exclusively as the agents for Seller. They do not represent Buyer. **Buyer hereby acknowledges receipt of the Ohio Agency Disclosure Statement and the Consumer Guide to Agency Relationships form.** 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.

35. **Related Agreements.** The term “**Related Agreements**”, as used throughout this Agreement to Purchase, collectively refers to: (a) this Agreement (including Exhibit A and Addendum A); *and* (b) if the Purchased Tracts include or consist of Tract 1, the Silage Purchase Agreement in the form included in each Bidder’s Packet at the Auction; *and* (c) if the Purchased Tracts include or consist of Tract 1 *and* Buyer is also the purchaser (by virtue of a separate high bid submitted by Buyer and accepted by Seller) with respect to any or all of the livestock put up for bids at the Auction, the Livestock Purchase Agreement and the Lease in the respective forms included in each Bidder’s Packet at the Auction. As a material part of the consideration for this Agreement, Buyer agrees to perform all obligations of Buyer under all of the Related Agreements. Any non-performance, breach and/or default with respect to Buyer’s obligation(s) under any of the Related Agreements shall constitute a default with respect to Buyer’s obligations under each of the Related Agreements. In the event of any default with respect to Buyer’s obligation(s) under any of the Related Agreements, Seller shall have the right to exercise and enforce all rights and remedies available to Seller under any or all of the Related Agreements.

36. **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 the Related Agreements; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of the Related Agreements on behalf of such Entity; (c) the individual(s) purporting to sign the Related Agreements on behalf of such Entity has/have full power and authority to execute the Related Agreements on behalf of (and as the binding act of) such Entity; and (d) the Related Agreements have been properly executed on behalf of (and as the binding act of) such Entity.

37. **Successors and Assigns.** The terms and provisions of the Related Agreements 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.

38. **Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it used throughout this Agreement. As used throughout the Related Agreements, the term “including” means “including but not necessarily limited to”. Time is of the essence of the Related Agreements. All provisions of the Related Agreement shall survive the Closing. The Related Agreements contain the entire agreement of the parties and supersede any prior statement, promise or representation made or purportedly made by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in the Related Agreements. Neither party shall be bound by any purported oral modification or waiver. Any instrument to be executed as part of the Related Agreements may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. Any of the Related Agreements (or any counterpart) may be executed and/or delivered in person or via mail, overnight delivery, email and/or fax.

39. **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. (Eastern Time) on **December 20, 2018**. Delivery of the Signature Page with Seller’s signature (including delivery via fax or email) to Buyer and/or an agent or representative of Buyer within the time specified in this Section shall be sufficient to show acceptance by Seller.

[The remainder of this Agreement to Purchase 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) _____, including _____ (±) acres of land, more or less, as identified by reference to the same tract number(s) in the attached **Exhibit A**, being one or more of the tracts in Putnam County, Ohio put up for bids at the Auction conducted on this date and being the Purchased Tracts for purpose of this Agreement.

Bid Amount: \$ _____

3% Buyer's Premium: \$ _____

Purchase Price: \$ _____

Earnest Money: \$ _____ (pay to "Schrader Auction Trust Account")

SIGNATURE OF BUYER: Signed by the undersigned, constituting the "Buyer" for purposes of this Agreement, on the 20th day of December, 2018:

Printed Name(s) of Buyer(s)

(By) _____
Signature(s) of Buyer(s) or authorized individual(s) signing on behalf of a Buyer Entity

Name(s) and Office/Capacity of individual(s) signing on behalf of a Buyer Entity (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: Accepted by Seller on the 20th day of December, 2018:

VAN HAM DAIRY LLC
By its duly-authorized members:

Johannes Cornelis Trudo Maria van Ham

Atrianna Josephina Carolina M. van Ham-Voeten

EARNEST MONEY RECEIPT: The Earnest Money in the amount of \$ _____ has been received by the undersigned on the date written below, to be held in escrow pursuant to the terms of the foregoing Agreement.

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC., by:

Sign: _____ Print: _____ Date: _____

LIVESTOCK PURCHASE AGREEMENT

Date: Decemer 20, 2018

Purchased Livestock Tract(s): _____ Total Head Count: _____

This Livestock Purchase Agreement pertains to the public auction conducted on this date (the "Auction") by Schrader Real Estate and Auction Company, Inc. ("Auction Company") on behalf of Van Ham Dairy LLC, L.L.C., an Ohio limited liability company ("Seller"), et al., and is executed by the undersigned Buyer(s) ("Buyer") as the high bidder at the Auction with respect to the particular livestock auction tract(s) designated by the tract number(s) written above (the "Purchased Livestock Tract(s)"), being one or more of the livestock auction tracts put up for bids at the Auction. Buyer offers to purchase from Seller and, upon execution of Seller's acceptance below, Seller agrees to sell to Buyer the particular dairy cows (the "Purchased Livestock") included with the Purchased Livestock Tract(s), as identified in the attached Exhibit B, in accordance with and subject to the following terms and conditions:

- 1. Purchase Price; Buyer's Premium. The purchase price consists of the bid amount plus a 3% Buyer's Premium, as follows:
\$ _____ + \$ _____ = \$ _____
(Bid Amount) (3% Buyer's Premium) (Purchase Price)
2. Payment. The entire purchase price shall be paid in full on or before Friday, December 21, 2018 via confirmed wire transfer to: Chase Bank (Bank/Routing # 074000010); For credit to: Schrader Real Estate and Auction Company, Inc. trust account (Account # 881989250); Reference: Van Ham Dairy Auction
3. Pick-Up and Removal. This Section applies if and only if the undersigned Buyer is not purchasing the real estate and dairy facilities identified for purposes of the Auction as "Tract 1" (the "Dairy Site"). If this Section applies: (a) Buyer shall pick up, remove and transport the Purchased Livestock at Buyer's risk and expense (F.O.B., Seller's location) before 12:00 o'clock Noon (EST) on Monday, December 24, 2018 (the "Loadout Deadline"), but not until Auction Company has confirmed receipt of payment of the purchase price; and (b) the Dairy Site may be leased to the purchaser of the Dairy Site immediately following the Auction pursuant to a lease which requires the tenant to accommodate the load-out and removal of the Purchased Livestock through and including December 27, 2018, but the terms of such lease do not affect or limit the Buyer's obligation to remove the Purchased Livestock before the Loadout Deadline in accordance with the terms of this Livestock Purchase Agreement. If this Section applies and Buyer fails to remove all of the Purchased Livestock before the Loadout Deadline: (i) Buyer's obligations under this Livestock Purchase Agreement will be in default; (ii) Seller (and/or Seller's tenant, if applicable) may elect but shall not be required to incur costs for maintaining and feeding the Purchased Livestock and to recover such costs from Buyer; and (iii) Seller (and/or Seller's tenant, if applicable) may elect but shall not be required to remove and/or store such livestock at Buyer's risk and expense and/or enforce any right of ejectment and/or other lawful remedy available to Seller (and/or Seller's tenant, if applicable) with respect to any of the Purchased Livestock remaining at the Dairy Site after the Loadout Deadline. Nevertheless, and consistent with Section 4 of this Livestock Purchase Agreement, Buyer assumes all risk of loss and damage to the Purchased Livestock effective immediately as of Seller's acceptance. IN ORDER TO SCHEDULE YOUR PICK UP, PLEASE CALL THE AUCTION COMPANY (260-318-2770) AT LEAST 24 HOURS IN ADVANCE.
4. Risk of Loss. Buyer assumes all risk of loss and damage to the Purchased Livestock effective immediately as of Seller's acceptance. Buyer shall obtain insurance for the Purchased Livestock as Buyer deems appropriate in Buyer's sole discretion. Buyer assumes all responsibility for expenses and risk of loss (including loss due to personal injury and/or property damage) incurred in connection with the pick-up, removal and transportation of the Purchased Livestock. Any assistance provided by Seller, Auction Company and/or their agents or representatives in loading any Purchased Livestock is provided as a courtesy to Buyer and does not affect in any manner Buyer's responsibilities under this Livestock Purchase Agreement. IF ANYONE IS INJURED OR IF ANY PROPERTY IS DAMAGED IN THE PROCESS OF LOADING AND/OR REMOVING ANY OF THE PURCHASED LIVESTOCK, BUYER SHALL INDEMNIFY AND HOLD HARMLESS SELLER, AUCTION COMPANY AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES AND/OR EXPENSES.
5. Title; Security Interest. Notwithstanding any other provision, title to the Purchased Livestock shall not vest in Buyer until the purchase price has been received by Auction Company. Buyer hereby grants to Seller a purchase money security interest with respect to the Purchased Livestock to secure payment of the purchase price and all other sums due Seller in the event that any Payment Defect occurs and/or continues after title has vested in Buyer. "Payment Defect" refers to any failure, default, deficiency, defect, chargeback, reversal, mistake and/or fraud with respect to the delivery of the purchase price. Seller is hereby authorized to file a financing statement reflecting its security interest in the Purchased Livestock. Seller agrees to release its security interest upon final receipt of good funds for the purchase price.
6. No Warranties. Any description of the Purchased Livestock is for general identification purposes and does not constitute a warranty of any kind, express or implied, with respect to the Purchased Livestock. Buyer is responsible for having inspected and/or verified the type, character, quality and condition of the Purchased Livestock prior to bidding. THE PURCHASED LIVESTOCK IS SOLD "AS IS", WITHOUT ANY WARRANTY OF ANY KIND, WITHOUT LIMITING THE FOREGOING PROVISION, SELLER, AUCTION COMPANY AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER OR AUCTION COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES.
7. Failure to Perform; Remedies. In the event of any default and/or non-performance with respect to any obligation of Buyer (including failure to make final payment or failure to remove the Purchased Livestock) in accordance with the provisions of this Livestock Purchase Agreement: (a) Seller shall have the right to terminate all rights of Buyer under this Livestock Purchase Agreement by written notice to Buyer and, in the event of such termination, Buyer shall lose all right, title and interest which Buyer might otherwise have acquired with respect to the Purchased Livestock; and (b) in any event, Buyer shall reimburse Seller (and Seller's tenant, if applicable) for all costs, including reasonable attorney's fees and other costs of collection, arising out of Buyer's failure to perform. In addition to any remedies described in this Section, Seller shall be entitled to enforce any and all remedies otherwise available to Seller under the terms of this Livestock Purchase Agreement and/or applicable law.

SIGNATURE OF BUYER: Signed by the undersigned Buyer on the 20th day of December, 2018:

SELLER'S ACCEPTANCE: Accepted by Seller on the 20th day of December, 2018:

VAN HAM DAIRY, L.L.C., an Ohio limited liability company, by its duly authorized members:

Printed Name(s) of Buyer(s) (and State of organization, if applicable)

Cornelia Alida Adriana Joosen

Signature(s) of Buyer(s) or authorized person(s) signing on behalf of Buyer Entity

Petrus Franciscus Silvester Vissers

(Buyer's Address)

RECEIPT: Receipt of the purchase price is hereby acknowledged.

(City, State, Zip)

Amt. Received: \$ _____

(Buyer's Telephone Number and Email Address)

Date Received: _____

(Company or agent that will pick up and transport the Purchased Livestock on behalf of the Buyer, if applicable)

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC., by:

Sign: _____

Print: _____

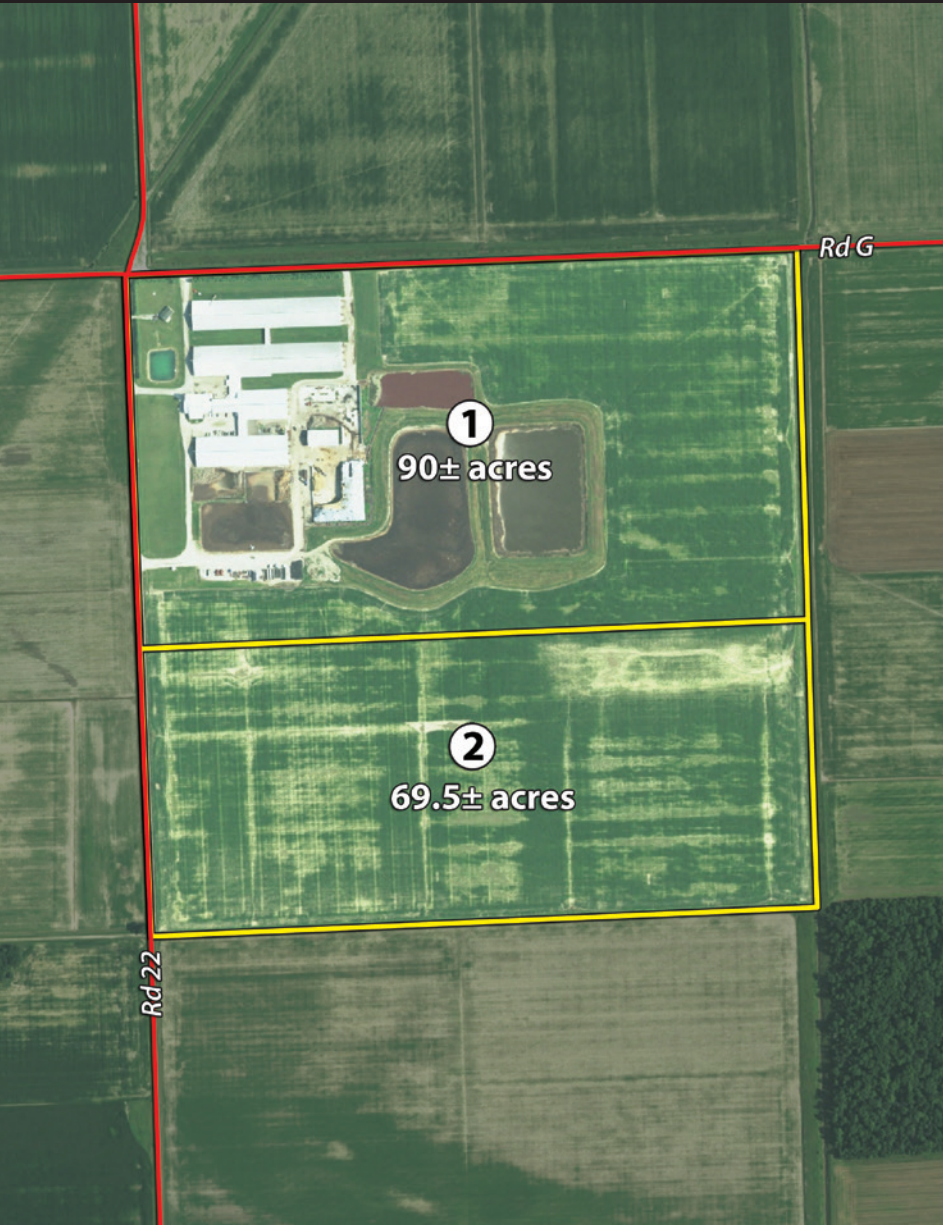
EXHIBIT A

Auction Tract Map

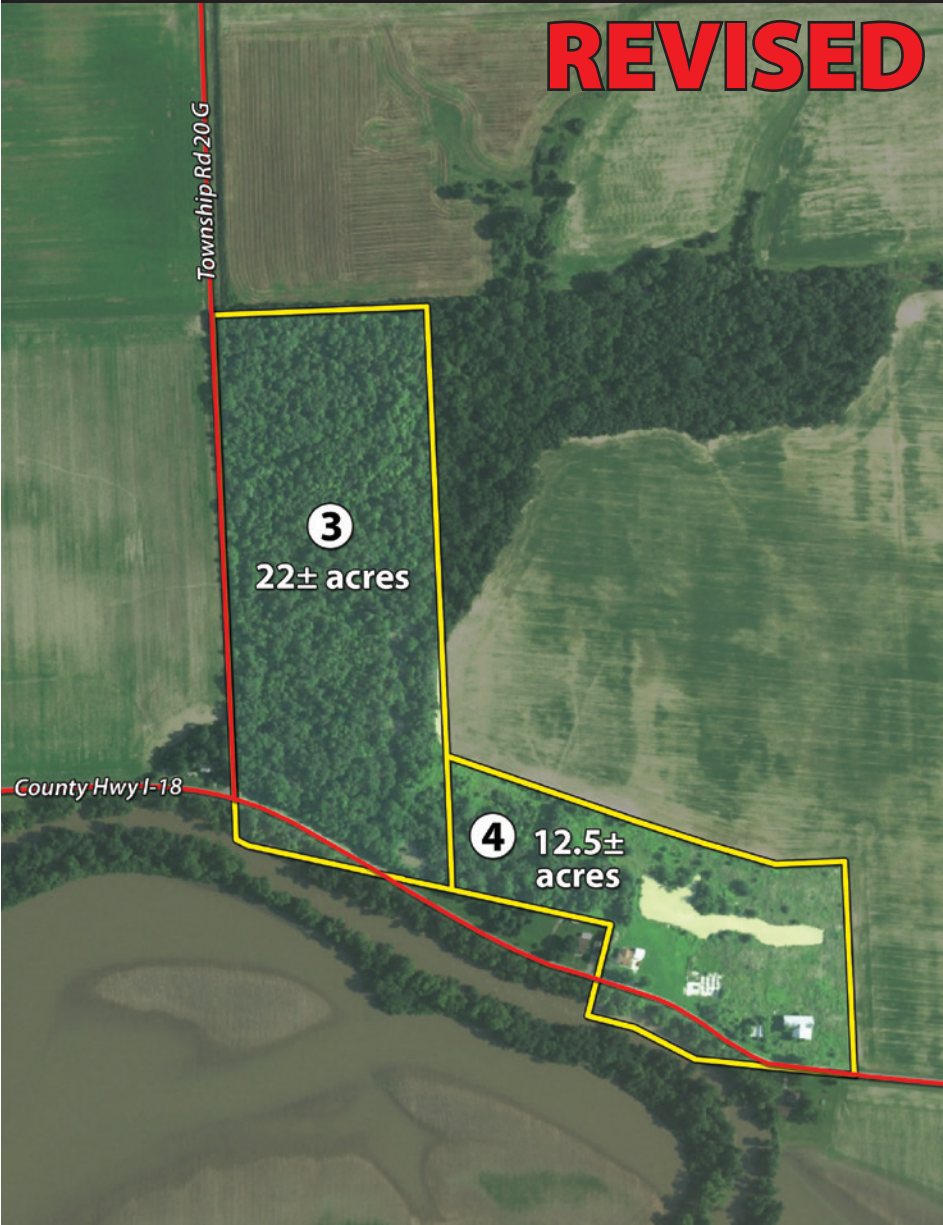
Buyer: _____

Seller: _____

Tracts 1 & 2: Pt. NW4 Sec. 3-T1N-R5E (Perry Twp.) in Putnam County, Ohio



Tracts 3 & 4: Pt. SE4 Sec. 11-T1N-R5E (Perry Twp.) in Putnam County, Ohio



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 B

Buyer(s): _____

Seller(s): _____

Buyer agrees to buy cattle as described on the following pages with the changes outlined below:

Tract 6: Removed ID 1382 and 1389; 34 Head Total

Tract 8: Removed ID 404 and 685; 30 Head Total

Tract 9: Removed ID 11220; 26 Head Total

Tract 10: Removed ID 11617 and 11936; 25 Head Total

Tract 11: Removed ID 624; 31 Head Total

Tract 16: Removed ID 2513; 32 Head Total

Tract 19: Removed IDs 241, 9804 and 10884; 29 Head Total

Tract 36: Removed ID 1071; 30 Head Total

Tract 37: Removed ID 2159; 35 Head Total

Tract 40: Removed ID 1380; 35 Head Total

Tract 42: Removed IDs 107 and 1159; 33 Head Total

Tract 43: Removed IDs 1415, 1476, and 11578; 32 Head Total

Tract 44: Removed IDs 9137 and 10906; 32 Head Total

Tract 45: Removed ID 10583; 34 Head Total

Tract 46: Removed ID 342; 33 Head Total

Tract 47: Removed IDs 131, 618, 832, 1294, 1565, 1690, and 2673; 52 Head Total

Tract 48: Removed ID 1157; 12 Head Total

Tract 52: Removed ID 811; 52 Head Total

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 5 (36 HEAD)

id	lact	dim	rpro	dcc	milk
1651	2	18	FRESH	0	52
1683	2	24	FRESH	0	61
1703	2	26	FRESH	0	67
1732	2	23	FRESH	0	85
1748	2	27	FRESH	0	76
1752	2	11	FRESH	0	64
1756	2	31	FRESH	0	58
1776	2	11	FRESH	0	105
1777	2	23	FRESH	0	64
1792	2	28	FRESH	0	82
1820	2	17	FRESH	0	82
1862	2	15	FRESH	0	64
1886	2	32	FRESH	0	58
1890	2	22	FRESH	0	70
1936	2	22	FRESH	0	76
1937	2	20	FRESH	0	58
1942	2	7	FRESH	0	0
1945	2	3	FRESH	0	0
1952	2	7	FRESH	0	0
1954	1	331	DRY	265	95
1964	2	16	FRESH	0	58
1974	2	6	FRESH	0	0
1981	2	5	FRESH	0	0
1982	2	6	FRESH	0	0
1993	1	341	DRY	279	68
1996	2	3	FRESH	0	0
1998	2	4	FRESH	0	0
1999	1	337	DRY	279	70
2040	1	313	DRY	272	80
2045	1	332	DRY	276	56
2047	1	313	DRY	272	65
2055	2	3	FRESH	0	0
2059	1	379	DRY	265	107
2067	1	306	DRY	272	63
2073	2	19	FRESH	0	94
2327	1	261	DRY	292	65

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 6 (34 HEAD - UPDATED)

id	lact	dim	rpro	dcc	milk
881	2	34	FRESH	0	100
1164	2	31	FRESH	0	58
1382	2	29	FRESH	0	58
1389	1	539	DRY	265	53
1422	2	10	FRESH	0	23
1576	1	513	DRY	265	80
1620	2	15	FRESH	0	82
1649	1	339	DRY	279	80
1655	1	404	DRY	272	73
1784	2	5	FRESH	0	0
1785	2	2	FRESH	0	0
1791	1	310	DRY	300	53
1793	1	337	DRY	272	92
1797	1	341	DRY	258	90
1883	2	28	FRESH	0	82
1885	2	21	FRESH	0	41
1889	1	340	DRY	265	63
1900	1	302	DRY	265	60
1938	2	4	FRESH	0	0
1947	1	324	DRY	262	80
1960	1	325	DRY	264	73
1995	1	322	DRY	256	73
2043	1	306	DRY	265	60
2056	1	301	DRY	251	70
2066	1	299	DRY	258	65
2072	1	342	DRY	258	90
2077	1	300	DRY	265	92
2081	1	339	DRY	265	75
2083	1	342	DRY	265	102
2092	1	327	DRY	258	58
2094	1	324	DRY	259	56
2096	1	326	DRY	258	68
2190	1	262	DRY	223	58
2701	1	23	FRESH	0	32
2702	1	32	FRESH	0	29
2703	1	32	FRESH	0	44

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 7 (36 HEAD)

id	lact	dim	rpro	dcc	milk
163	3	303	DRY	286	63
533	3	19	FRESH	0	82
727	2	306	DRY	272	97
764	2	300	DRY	279	78
1188	2	221	PREG	69	70
1284	1	562	DRY	265	73
1292	1	540	DRY	273	95
1433	2	21	FRESH	0	52
1534	5	382	DRY	265	80
1564	2	30	FRESH	0	29
1592	2	409	DRY	264	82
1662	2	31	FRESH	0	29
1664	2	7	FRESH	0	0
1667	2	22	FRESH	0	111
1738	1	374	DRY	252	56
1825	1	371	DRY	258	102
1827	1	354	DRY	263	60
1829	1	362	DRY	262	92
1830	1	373	DRY	251	129
1832	2	32	FRESH	0	2
1841	2	13	FRESH	0	67
1849	1	322	DRY	251	97
1864	2	30	FRESH	0	64
1872	1	357	DRY	264	95
1898	2	19	FRESH	0	55
1908	1	304	DRY	258	56
1922	1	305	DRY	251	78
1929	1	301	DRY	258	68
1943	2	10	FRESH	0	29
1953	2	11	FRESH	0	38
1967	2	22	FRESH	0	94
1968	2	27	FRESH	0	58
1980	2	30	FRESH	0	64
1983	2	24	FRESH	0	70
1988	2	21	FRESH	0	76
1990	2	23	FRESH	0	82

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 8 (30 HEAD - UPDATED)

id	lact	dim	rpro	dcc	milk
39	5	303	DRY	265	90
99	4	362	DRY	262	109
145	3	296	DRY	272	56
199	4	327	DRY	257	82
228	5	8	FRESH	0	0
404	4	28	FRESH	0	58
566	2	335	DRY	251	68
592	2	420	DRY	262	117
607	2	305	DRY	272	56
611	2	336	DRY	251	114
612	2	426	DRY	270	85
628	2	363	DRY	262	92
648	2	374	DRY	251	112
651	2	379	DRY	271	39
685	2	361	DRY	272	78
711	2	334	DRY	265	48
724	2	303	DRY	265	141
734	3	3	FRESH	0	0
747	2	301	DRY	279	95
748	2	324	DRY	256	95
756	3	6	FRESH	0	0
762	2	300	DRY	279	78
763	2	348	DRY	262	80
771	4	8	FRESH	0	0
807	5	448	DRY	272	65
825	3	330	DRY	258	56
860	2	301	DRY	258	75
863	2	305	DRY	264	80
865	3	13	FRESH	0	47
914	2	300	DRY	265	102
921	2	306	DRY	251	51
933	2	277	DRY	251	46

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 9 (26 HEAD - UPDATED)

id	lact	dim	rpro	dcc	milk
48	6	21	FRESH	0	58
337	4	33	FRESH	0	11
827	3	32	FRESH	0	94
854	3	24	FRESH	0	58
1365	2	28	FRESH	0	114
1630	1	461	DRY	275	75
1637	2	2	FRESH	0	0
1639	3	19	FRESH	0	102
1714	2	3	FRESH	0	0
1761	2	4	FRESH	0	0
1765	2	34	FRESH	0	67
1808	2	15	FRESH	0	58
1874	1	348	DRY	279	58
1895	1	329	PREG	101	52
1916	1	304	DRY	251	68
1956	1	310	DRY	286	73
1958	2	5	FRESH	0	0
1969	1	317	DRY	279	80
1986	2	2	FRESH	0	0
1991	2	5	FRESH	0	0
10096	5	26	FRESH	0	82
10460	5	39	FRESH	0	2
11194	5	12	FRESH	0	73
11220	5	11	FRESH	0	11
11223	5	30	FRESH	0	0
11585	4	40	FRESH	0	29
11944	4	30	FRESH	0	41

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 10 (25 HEAD - UPDATED)

id	lact	dim	rpro	dcc	milk
8804	6	335	DRY	272	104
8869	6	303	DRY	251	97
10307	6	285	DRY	258	102
10529	4	376	DRY	258	90
10593	4	346	DRY	276	75
10610	3	358	DRY	279	9
10769	4	350	DRY	272	87
10782	4	288	DRY	265	36
10872	4	301	DRY	251	97
10891	4	379	DRY	251	112
10951	4	304	DRY	272	80
11216	4	348	DRY	267	112
11427	3	388	DRY	265	63
11466	3	379	DRY	277	73
11566	4	306	DRY	265	121
11582	4	379	DRY	251	90
11617	5	296	DRY	272	114
11651	3	380	DRY	271	104
11700	3	304	DRY	265	85
11797	3	324	DRY	270	73
11862	3	324	DRY	255	60
11871	5	301	DRY	265	95
11903	3	324	DRY	277	90
11907	6	361	DRY	272	97
11927	5	307	DRY	251	53
11936	6	330	DRY	272	85
11997	4	300	DRY	251	90

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 11 (31 HEAD - UPDATED)

id	lact	dim	rpro	dcc	milk
54	5	8	FRESH	0	0
78	5	10	FRESH	0	0
220	6	21	FRESH	0	82
229	6	12	FRESH	0	52
275	4	21	FRESH	0	47
286	3	34	FRESH	0	70
291	4	24	FRESH	0	58
397	4	10	FRESH	0	35
446	5	12	FRESH	0	55
624	2	450	NO BRED	0	0
650	3	67	OK/OPEN	0	35
920	2	28	FRESH	0	58
1073	2	13	FRESH	0	38
1246	2	17	FRESH	0	64
1562	3	23	FRESH	0	76
2002	2	16	FRESH	0	82
2029	1	291	NO BRED	0	41
2473	1	213	BRED	0	58
2609	1	164	PREG	83	29
10198	5	15	FRESH	0	2
10888	5	16	FRESH	0	61
10921	5	36	FRESH	0	100
10962	4	13	FRESH	0	82
11213	5	20	FRESH	0	102
11558	6	13	FRESH	0	58
11574	4	15	FRESH	0	82
11690	4	9	FRESH	0	44
11713	4	319	NO BRED	0	32
11738	4	16	FRESH	0	82
11841	4	9	FRESH	0	58
11951	6	21	FRESH	0	58
11961	4	11	FRESH	0	73

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 12 (36 HEAD)

id	lact	dim	rpro	dcc	milk
1034	2	257	BRED	0	102
1207	2	86	BRED	0	105
1339	2	50	OK/OPEN	0	76
1356	2	105	BRED	0	94
1397	2	118	BRED	0	76
1405	2	96	BRED	0	91
1480	2	91	BRED	0	126
1483	2	161	BRED	0	100
1521	2	98	BRED	0	88
1522	2	118	BRED	0	82
1531	2	39	FRESH	0	88
1539	2	110	BRED	0	73
1619	2	91	BRED	0	108
1677	2	70	BRED	0	82
1705	2	77	OK/OPEN	0	111
1733	2	64	OK/OPEN	0	100
1741	2	82	BRED	0	58
1755	2	55	OK/OPEN	0	88
1879	2	43	FRESH	0	79
2230	1	165	BRED	0	88
2231	1	169	BRED	0	88
2301	1	181	BRED	0	67
2317	1	175	PREG	48	73
2389	1	236	PREG	76	102
2492	1	81	OK/OPEN	0	97
2495	1	225	BRED	0	82
2537	1	102	BRED	0	79
2549	1	159	PREG	60	100
2553	1	136	PREG	55	82
2559	1	161	BRED	0	70
2579	1	39	FRESH	0	82
2593	1	92	BRED	0	73
2603	1	47	OK/OPEN	0	97
2621	1	195	PREG	83	76
2681	1	72	BRED	0	61
2682	1	72	BRED	0	67

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 13 (36 HEAD)

id	lact	dim	rpro	dcc	milk
474	4	81	BRED	0	120
505	3	171	BRED	0	97
523	3	111	BRED	0	85
549	3	79	BRED	0	58
617	3	70	BRED	0	97
802	3	113	BRED	0	94
1148	2	207	BRED	0	135
1283	2	168	BRED	0	120
1312	2	277	PREG	76	82
1326	2	253	BRED	0	97
1350	2	226	OK/OPEN	0	94
1445	2	91	BRED	0	94
1692	2	76	OK/OPEN	0	76
1751	2	55	OK/OPEN	0	102
2015	1	212	BRED	0	88
2227	1	180	PREG	76	91
2233	1	168	BRED	0	76
2250	1	274	NO BRED	0	88
2291	1	171	BRED	0	97
2300	1	124	PREG	41	88
2304	1	100	BRED	0	76
2310	1	177	BRED	0	100
2316	1	176	PREG	76	94
2318	1	157	BRED	0	117
2430	1	249	BRED	0	79
2547	1	155	BRED	0	100
2550	1	162	PREG	76	67
2598	1	162	NO BRED	0	82
2599	1	83	BRED	0	76
2602	1	131	BRED	0	64
2651	1	198	BRED	0	123
2652	1	184	BRED	0	111
2654	1	166	BRED	0	82
2656	1	185	PREG	48	88
2669	1	215	BRED	0	88
2704	1	51	OK/OPEN	0	91

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 14 (36 HEAD)

id	lact	dim	rpro	dcc	milk
768	2	205	OK/OPEN	0	88
906	2	195	BRED	0	111
1038	2	232	PREG	78	97
1042	2	244	BRED	0	91
1058	2	122	PREG	41	94
1061	2	262	BRED	0	61
1347	2	209	BRED	0	100
1497	2	183	PREG	34	58
2201	1	278	PREG	76	94
2272	1	230	BRED	0	88
2303	1	202	OK/OPEN	0	129
2336	1	133	PREG	48	29
2356	1	255	PREG	34	82
2369	1	266	BRED	0	82
2391	1	251	PREG	34	76
2401	1	279	BRED	0	35
2458	1	251	BRED	0	76
2507	1	225	OK/OPEN	0	88
2526	1	162	BRED	0	88
2527	1	165	BRED	0	64
2529	1	156	PREG	78	97
2562	1	134	PREG	48	58
2585	1	110	BRED	0	70
2587	1	98	BRED	0	50
2589	1	94	BRED	0	88
2608	1	94	BRED	0	64
2637	1	185	BRED	0	88
2649	1	179	PREG	47	70
2650	1	170	BRED	0	94
2655	1	223	PREG	48	67
2711	1	82	BRED	0	26
2712	1	82	OK/OPEN	0	76
2713	1	82	OK/OPEN	0	55
2714	1	82	OK/OPEN	0	38
2715	1	82	BRED	0	38
2718	1	82	BRED	0	47

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 15 (34 HEAD)

id	lact	dim	rpro	dcc	milk
277	4	88	BRED	0	97
299	4	128	BRED	0	82
318	5	145	PREG	78	82
496	3	95	BRED	0	91
632	3	96	BRED	0	64
672	2	226	PREG	153	111
788	3	135	BRED	0	120
799	3	175	BRED	0	100
1019	2	251	PREG	34	141
1028	2	118	BRED	0	88
1035	2	236	BRED	0	76
1074	2	236	BRED	0	100
1186	2	233	PREG	52	88
1196	2	258	NO BRED	0	64
1237	2	85	OK/OPEN	0	100
1377	2	232	BRED	0	111
1396	2	129	PREG	48	111
1426	2	126	BRED	0	88
1613	2	133	BRED	0	67
1636	2	89	BRED	0	117
1905	1	277	PREG	70	94
2197	1	274	BRED	0	58
2315	1	121	BRED	0	64
2319	1	165	BRED	0	82
2357	1	256	PREG	34	79
2414	1	263	BRED	0	70
2425	1	220	PREG	34	85
2475	1	220	BRED	0	105
2509	1	198	OK/OPEN	0	47
2518	1	198	PREG	76	61
2578	1	137	BRED	0	47
2582	1	170	PREG	45	55
2607	1	48	OK/OPEN	0	82
2717	1	82	OK/OPEN	0	64

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 16 (32 HEAD - UPDATED)

id	lact	dim	rpro	dcc	milk
1546	2	162	BRED	0	94
1551	2	154	BRED	0	70
1558	2	63	OK/OPEN	0	91
1632	2	184	BRED	0	111
1669	2	59	OK/OPEN	0	102
1698	2	75	BRED	0	100
1708	2	74	BRED	0	100
1719	2	74	BRED	0	88
1822	2	49	OK/OPEN	0	70
1914	1	329	PREG	160	94
2033	1	205	BRED	0	88
2130	1	271	BRED	0	91
2163	1	267	PREG	48	100
2252	1	251	BRED	0	100
2254	1	246	OK/OPEN	0	76
2255	1	258	PREG	41	88
2257	1	254	BRED	0	70
2264	1	251	NO BRED	0	82
2269	1	245	BRED	0	79
2287	1	207	BRED	0	102
2288	1	143	BRED	0	61
2334	1	269	BRED	0	82
2395	1	248	BRED	0	76
2396	1	288	NO BRED	0	100
2513	1	176	BRED	0	64
2521	1	198	PREG	41	117
2523	1	204	BRED	0	67
2525	1	113	OK/OPEN	0	82
2574	1	136	BRED	0	23
2616	1	200	OK/OPEN	0	58
2624	1	190	BRED	0	76
2663	1	233	BRED	0	97
2687	1	65	OK/OPEN	0	64

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 17 (33 HEAD)

id	lact	dim	rpro	dcc	milk
7	3	198	BRED	0	67
128	5	82	OK/OPEN	0	100
324	4	93	BRED	0	64
460	5	81	BRED	0	82
490	3	95	BRED	0	88
503	3	135	BRED	0	82
509	3	104	OK/OPEN	0	126
518	3	179	BRED	0	79
590	3	82	BRED	0	155
745	3	38	FRESH	0	105
830	4	143	BRED	0	105
927	2	86	BRED	0	132
984	2	258	NO BRED	0	117
1109	2	194	BRED	0	88
1120	2	184	OK/OPEN	0	88
1124	2	195	BRED	0	88
1138	2	182	BRED	0	94
1156	2	214	BRED	0	94
1212	2	145	BRED	0	41
1214	2	149	BRED	0	100
1231	2	166	PREG	42	88
1373	2	207	BRED	0	61
1398	2	90	BRED	0	70
1460	2	185	BRED	0	111
1514	2	177	BRED	0	94
10106	5	111	BRED	0	117
10937	4	174	BRED	0	102
10952	4	93	BRED	0	105
11097	4	184	BRED	0	82
11197	5	191	BRED	0	100
11527	4	95	BRED	0	117
11530	5	96	BRED	0	111
11687	4	283	BRED	0	82

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 18 (33 HEAD)

id	lact	dim	rpro	dcc	milk
900	2	259	BRED	0	88
917	2	251	BRED	0	94
959	2	195	BRED	0	120
1050	2	259	NO BRED	0	82
1075	2	251	BRED	0	70
1078	2	77	BRED	0	114
1093	2	35	FRESH	0	64
1130	2	196	BRED	0	105
1173	2	100	OK/OPEN	0	102
1201	2	108	BRED	0	100
1215	2	76	BRED	0	94
1331	2	127	BRED	0	88
1334	2	206	PREG	41	79
1345	2	208	BRED	0	91
1428	2	212	BRED	0	94
1501	2	99	BRED	0	70
1561	3	43	FRESH	0	88
1608	2	102	OK/OPEN	0	79
1645	2	94	BRED	0	58
1646	2	100	PREG	37	82
1746	2	51	OK/OPEN	0	32
1869	2	59	OK/OPEN	0	88
1933	1	314	PREG	166	88
2007	1	215	BRED	0	64
2135	1	297	NO BRED	0	100
2156	1	293	NO BRED	0	94
2165	1	274	NO BRED	0	88
2186	1	295	NO BRED	0	100
2220	1	246	BRED	0	64
2222	1	249	BRED	0	111
2292	1	166	BRED	0	105
2410	1	243	BRED	0	55
2515	1	198	OK/OPEN	0	82

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 19 (29 HEAD - UPDATED)

id	lact	dim	rpro	dcc	milk
241	5	115	BRED	0	38
419	6	49	OK/OPEN	0	82
542	3	134	PREG	45	105
599	3	85	OK/OPEN	0	82
615	3	80	BRED	0	82
678	2	144	BRED	0	88
777	3	91	BRED	0	129
805	4	43	FRESH	0	123
837	3	277	PREG	41	55
8396	6	204	BRED	0	70
8437	7	99	BRED	0	91
9278	5	275	BRED	0	100
9804	5	195	OK/OPEN	0	55
9948	5	139	BRED	0	50
10259	5	40	FRESH	0	64
10336	5	81	OK/OPEN	0	82
10407	5	47	OK/OPEN	0	2
10794	6	65	BRED	0	117
10884	5	46	OK/OPEN	0	64
11143	4	63	OK/OPEN	0	117
11147	4	78	BRED	0	64
11186	4	91	BRED	0	91
11299	2	195	BRED	0	82
11362	4	37	FRESH	0	111
11383	4	140	BRED	0	82
11392	4	167	BRED	0	123
11511	5	95	BRED	0	100
11541	4	39	FRESH	0	129
11918	4	111	BRED	0	47
11937	4	68	BRED	0	70
11978	4	71	BRED	0	100
11982	3	199	PREG	39	79

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 20 (35 HEAD)

id	lact	dim	rpro	dcc	milk
1167	2	204	PREG	132	91
1393	2	212	PREG	139	100
1519	2	185	PREG	111	82
1525	2	158	PREG	83	129
2182	1	266	PREG	151	70
2210	1	288	PREG	139	105
2228	1	189	PREG	61	76
2249	1	260	PREG	57	88
2268	1	288	PREG	90	58
2282	1	254	PREG	181	91
2283	1	169	PREG	57	70
2294	1	174	PREG	86	79
2308	1	174	PREG	104	97
2330	1	260	PREG	181	76
2332	1	314	PREG	160	73
2339	1	241	PREG	167	94
2386	1	256	PREG	97	111
2409	1	288	PREG	181	88
2412	1	272	NO BRED	0	70
2413	1	292	NO BRED	0	76
2421	1	289	PREG	63	76
2468	1	236	PREG	177	76
2482	1	220	PREG	146	94
2502	1	215	PREG	139	94
2504	1	215	PREG	139	70
2530	1	171	PREG	97	58
2555	1	154	PREG	101	88
2594	1	160	PREG	107	88
2617	1	210	PREG	83	82
2622	1	220	PREG	125	94
2632	1	204	PREG	125	70
2647	1	189	PREG	62	82
2648	1	176	PREG	86	73
2657	1	187	PREG	90	70
2670	1	163	PREG	62	88

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 21 (34 HEAD)

id	lact	dim	rpro	dcc	milk
878	2	248	PREG	174	91
1051	2	128	PREG	66	82
1152	2	203	PREG	113	100
1239	2	263	PREG	169	52
1268	2	179	PREG	62	64
1406	2	234	PREG	115	117
1459	2	188	PREG	118	88
1498	2	158	PREG	83	105
1866	1	374	PREG	153	61
1932	1	320	PREG	117	76
2014	1	194	PREG	118	91
2125	1	296	PREG	154	82
2137	1	285	PREG	146	88
2183	1	304	PREG	188	35
2205	1	248	PREG	174	82
2224	1	163	PREG	106	70
2248	1	236	PREG	130	76
2261	1	251	PREG	97	94
2286	1	217	PREG	146	76
2365	1	258	PREG	181	105
2434	1	263	PREG	146	50
2453	1	241	PREG	157	76
2455	1	220	PREG	62	64
2463	1	243	PREG	159	94
2465	1	251	PREG	191	70
2469	1	215	PREG	157	82
2472	1	209	PREG	109	82
2534	1	162	PREG	107	88
2588	1	162	PREG	90	70
2612	1	189	PREG	130	58
2664	1	185	PREG	86	88
2672	1	185	PREG	107	76
11445	3	267	PREG	62	76
11808	3	226	PREG	153	97

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 22 (33 HEAD)

id	lact	dim	rpro	dcc	milk
356	3	284	PREG	139	88
514	3	169	PREG	97	70
1004	2	222	PREG	146	100
1211	2	249	PREG	90	76
1299	1	591	NO BRED	0	70
1391	2	209	PREG	65	88
1485	2	166	PREG	64	97
1491	2	159	PREG	83	100
1612	2	145	PREG	64	123
1633	2	189	PREG	51	105
1910	1	312	PREG	145	47
2057	1	341	PREG	195	76
2058	1	316	PREG	107	88
2108	1	281	PREG	186	88
2164	1	269	PREG	195	64
2209	1	282	PREG	118	100
2265	1	246	PREG	84	82
2309	1	215	PREG	139	91
2320	1	269	PREG	181	100
2335	1	241	PREG	168	76
2351	1	266	PREG	97	88
2371	1	269	PREG	181	111
2408	1	246	PREG	59	70
2422	1	220	PREG	104	70
2444	1	229	PREG	169	91
2464	1	241	PREG	167	88
2484	1	206	PREG	109	111
2514	1	180	PREG	105	38
2590	1	154	PREG	55	67
2601	1	146	PREG	57	94
2614	1	205	PREG	106	100
2619	1	200	PREG	125	76
11442	3	259	PREG	188	94

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 23 (33 HEAD)

id	lact	dim	rpro	dcc	milk
998	2	307	PREG	160	88
1341	2	226	PREG	153	91
1844	1	372	PREG	153	64
1855	1	307	PREG	168	58
2023	1	214	PREG	120	73
2037	1	229	PREG	146	64
2109	1	260	PREG	146	73
2126	1	258	PREG	188	38
2128	1	278	PREG	120	73
2131	1	293	PREG	186	61
2140	1	305	PREG	163	44
2142	1	295	NO BRED	0	47
2143	1	301	PREG	54	58
2187	1	262	PREG	188	67
2206	1	250	PREG	193	70
2217	1	264	PREG	129	76
2223	1	176	PREG	104	61
2302	1	172	PREG	97	82
2350	1	269	PREG	156	73
2360	1	233	PREG	155	67
2379	1	254	PREG	159	58
2392	1	251	PREG	155	76
2397	1	236	PREG	150	88
2404	1	246	PREG	190	76
2437	1	230	PREG	113	70
2459	1	223	PREG	150	91
2485	1	236	PREG	177	88
2490	1	215	PREG	97	44
2494	1	210	PREG	150	64
2500	1	220	PREG	115	94
2615	1	238	PREG	125	67
2644	1	204	PREG	48	94
2659	1	179	PREG	90	82

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 24 (35 HEAD)

id	lact	dim	rpro	dcc	milk
116	4	381	PREG	181	70
950	2	309	PREG	195	76
973	2	263	PREG	188	88
1096	2	267	PREG	195	29
1245	2	244	PREG	174	47
1248	2	206	PREG	132	64
1273	2	145	PREG	62	67
1298	2	142	PREG	62	91
1369	2	166	PREG	116	88
1427	2	186	PREG	111	123
1513	2	164	PREG	107	82
1535	2	352	PREG	174	29
1567	2	158	PREG	100	100
1610	2	149	PREG	68	94
1928	1	263	PREG	188	58
2008	1	229	PREG	55	76
2038	1	215	PREG	139	82
2100	1	332	NO BRED	0	73
2120	3	229	PREG	170	82
2175	1	284	NO BRED	0	82
2236	1	173	PREG	114	73
2280	1	231	PREG	160	91
2305	1	169	PREG	97	70
2337	1	251	PREG	97	47
2343	1	251	PREG	176	82
2354	1	249	PREG	174	64
2364	1	284	PREG	168	73
2367	1	274	PREG	188	82
2431	1	220	PREG	119	82
2467	1	223	PREG	171	67
2618	1	236	PREG	55	70
2628	1	185	PREG	64	79
8783	6	231	PREG	114	100
10622	4	195	PREG	83	111
11490	3	291	PREG	97	94

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 25 (36 HEAD)

id	lact	dim	rpro	dcc	milk
143	3	310	NO BRED	0	88
449	4	193	PREG	118	76
465	4	296	PREG	188	76
754	2	277	PREG	160	64
821	3	213	PREG	116	58
850	2	290	PREG	195	32
1095	2	205	PREG	90	85
1209	2	204	PREG	56	100
1243	2	252	PREG	181	70
1270	2	255	PREG	139	70
1310	2	300	NO BRED	0	47
1342	1	595	NO BRED	0	52
1523	2	166	PREG	90	105
1710	2	307	PREG	118	91
1800	1	310	NO BRED	0	82
1801	1	375	NO BRED	0	88
1824	1	396	NO BRED	0	76
1834	1	344	NO BRED	0	111
1858	1	340	NO BRED	0	76
1915	1	243	PREG	113	64
1970	1	366	NO BRED	0	58
2178	1	369	NO BRED	0	79
8305	7	197	PREG	61	52
10037	5	132	PREG	65	55
10215	5	227	PREG	112	91
10568	7	240	PREG	97	64
10701	4	262	PREG	188	70
10919	4	357	NO BRED	0	97
11089	3	414	PREG	188	55
11210	3	412	NO BRED	0	91
11550	4	162	PREG	66	97
11621	6	160	PREG	91	117
11676	3	343	NO BRED	0	70
11678	4	300	PREG	189	88
11752	3	353	NO BRED	0	88
11962	4	295	NO BRED	0	58

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 26 (20 HEAD)

id	lact	dim	rpro	dcc	milk
10	7	177	PREG	104	64
491	3	186	PREG	89	100
644	2	391	PREG	156	70
868	2	288	PREG	51	64
997	2	309	NO BRED	0	88
1111	2	275	PREG	136	52
1184	2	250	PREG	174	70
1191	2	278	PREG	174	91
1223	2	298	NO BRED	0	58
1256	2	247	PREG	132	100
1266	2	193	PREG	76	100
1304	2	225	PREG	153	70
1375	2	234	PREG	131	76
1443	2	188	PREG	76	97
1913	1	341	PREG	188	82
10290	5	211	PREG	95	67
10562	5	279	PREG	104	105
11408	4	239	PREG	167	88
11825	3	339	PREG	188	82
11981	5	313	PREG	174	55

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 27 (28 HEAD)

id	lact	dim	rpro	dcc	milk
12	5	120	PREG	53	58
283	4	230	PREG	130	70
328	9	229	PREG	130	58
539	3	196	PREG	73	67
842	2	270	NO BRED	0	88
899	2	255	PREG	119	82
1017	2	262	PREG	118	94
1057	2	279	PREG	132	70
1150	2	259	PREG	138	52
1151	2	234	PREG	118	52
1202	2	289	PREG	181	52
1244	2	231	PREG	118	70
1315	2	259	PREG	188	55
1386	1	569	NO BRED	0	61
1429	1	590	NO BRED	0	58
1484	1	547	NO BRED	0	76
1911	1	329	PREG	192	76
1926	1	322	PREG	195	70
2020	1	306	NO BRED	0	67
2035	1	290	NO BRED	0	88
2084	1	333	NO BRED	0	64
2161	1	284	NO BRED	0	70
2218	1	284	PREG	160	58
2226	1	120	PREG	50	70
10877	4	236	PREG	160	52
10973	4	245	PREG	90	52
11560	3	280	PREG	48	70
11809	3	262	PREG	163	47

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 28 (36 HEAD)

id	lact	dim	rpro	dcc	milk
171	6	229	BRED	0	50
445	4	433	NO BRED	0	73
482	2	423	NO BRED	0	23
550	2	394	NO BRED	0	14
569	3	274	NO BRED	0	88
689	2	392	NO BRED	0	35
697	2	311	NO BRED	0	52
859	2	362	NO BRED	0	52
1141	2	278	NO BRED	0	52
1175	2	266	BRED	0	23
1195	1	637	NO BRED	0	32
1351	1	595	NO BRED	0	8
1409	1	560	NO BRED	0	70
1450	2	135	PREG	45	67
1507	2	152	BRED	0	38
1591	1	331	NO BRED	0	73
1644	1	440	NO BRED	0	47
1659	1	444	NO BRED	0	82
1674	1	425	NO BRED	0	64
1803	1	307	PREG	153	2
1857	1	346	NO BRED	0	58
1888	1	388	NO BRED	0	41
1897	1	437	NO BRED	0	35
2063	1	348	NO BRED	0	70
2229	1	175	PREG	104	58
2306	1	173	PREG	46	47
2568	1	127	BRED	0	8
2591	1	112	BRED	0	26
2680	2	79	BRED	0	38
9284	5	333	PREG	188	29
10208	4	414	NO BRED	0	58
11018	4	238	NO BRED	0	41
11083	4	229	PREG	153	20
11198	5	112	NO BRED	0	52
11654	3	276	NO BRED	0	64
11993	8	249	BRED	0	70

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 29 (35 HEAD)

id	lact	dim	rpro	dcc	milk
52	7	235	NO BRED	0	91
88	5	126	PREG	58	76
152	3	268	NO BRED	0	94
183	5	313	NO BRED	0	52
265	5	352	NO BRED	0	58
700	2	288	NO BRED	0	35
792	3	279	NO BRED	0	58
856	2	311	NO BRED	0	76
985	2	308	PREG	104	52
1003	1	598	NO BRED	0	58
1066	1	655	NO BRED	0	79
1070	2	301	NO BRED	0	76
1163	1	622	NO BRED	0	26
1183	1	602	NO BRED	0	76
1193	1	649	NO BRED	0	29
1241	2	237	PREG	167	8
1412	1	551	NO BRED	0	14
1656	1	435	NO BRED	0	70
1966	1	409	NO BRED	0	70
2189	1	279	NO BRED	0	64
2342	1	251	NO BRED	0	41
2638	1	234	PREG	107	70
8493	6	178	PREG	62	94
9153	4	313	NO BRED	0	88
9606	5	254	PREG	119	47
9686	5	430	NO BRED	0	20
9934	4	320	NO BRED	0	52
10419	4	274	PREG	160	52
11259	3	482	NO BRED	0	88
11285	3	282	PREG	175	58
11391	3	307	NO BRED	0	67
11762	3	342	PREG	174	52
11807	3	381	NO BRED	0	64
11830	3	369	NO BRED	0	64
11881	7	256	PREG	139	58

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 30 (36 HEAD)

id	lact	dim	rpro	dcc	milk
1218	2	149	BRED	0	117
1259	2	251	PREG	35	97
1584	3	53	OK/OPEN	0	108
1599	2	75	BRED	0	108
1668	2	62	OK/OPEN	0	64
1672	2	76	BRED	0	58
1685	2	75	BRED	0	88
1870	2	55	OK/OPEN	0	91
2010	1	257	NO BRED	0	94
2232	1	90	BRED	0	88
2235	1	77	BRED	0	82
2290	1	114	BRED	0	76
2296	1	198	BRED	0	100
2299	1	199	OK/OPEN	0	117
2311	1	181	PREG	46	105
2324	1	284	NO BRED	0	88
2541	1	150	BRED	0	100
2545	1	102	BRED	0	70
2546	1	136	BRED	0	88
2551	1	73	OK/OPEN	0	76
2560	1	163	BRED	0	91
2566	1	72	BRED	0	50
2569	1	59	OK/OPEN	0	88
2570	1	153	BRED	0	88
2577	1	36	FRESH	0	82
2581	1	66	BRED	0	79
2584	1	134	BRED	0	88
2592	1	54	OK/OPEN	0	88
2595	1	89	BRED	0	73
2604	1	91	BRED	0	76
2639	1	179	BRED	0	76
2676	1	124	BRED	0	73
2683	1	72	BRED	0	64
2685	1	83	BRED	0	76
2689	1	65	BRED	0	58
2690	1	65	BRED	0	64

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 31 (36 HEAD)

id	lact	dim	rpro	dcc	milk
125	6	152	PREG	46	88
484	3	62	OK/OPEN	0	91
575	3	127	BRED	0	82
1062	2	235	BRED	0	67
1107	2	167	BRED	0	120
1199	2	208	BRED	0	105
1253	2	216	BRED	0	129
1322	2	106	BRED	0	94
1399	2	230	PREG	41	129
1418	2	155	BRED	0	117
1463	2	139	BRED	0	85
1570	2	161	BRED	0	100
1618	2	75	BRED	0	76
1622	2	118	PREG	34	61
1634	2	87	BRED	0	88
1665	2	79	OK/OPEN	0	94
1666	2	76	BRED	0	64
1687	2	52	OK/OPEN	0	94
1694	2	84	OK/OPEN	0	102
1699	2	82	OK/OPEN	0	100
1707	2	69	OK/OPEN	0	52
1728	2	78	OK/OPEN	0	111
1735	2	69	BRED	0	50
1740	2	74	OK/OPEN	0	91
1753	2	62	OK/OPEN	0	94
2031	1	199	BRED	0	100
2080	2	51	OK/OPEN	0	88
2270	1	243	BRED	0	41
2368	1	254	BRED	0	97
2491	1	205	BRED	0	70
2538	1	57	OK/OPEN	0	70
2539	1	128	BRED	0	88
2564	1	87	BRED	0	67
2580	1	167	BRED	0	58
2678	1	72	BRED	0	61
2697	1	55	OK/OPEN	0	67

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 32 (32 HEAD)

id	lact	dim	rpro	dcc	milk
57	5	64	OK/OPEN	0	102
516	3	53	OK/OPEN	0	94
673	3	43	FRESH	0	114
755	2	145	PREG	34	79
938	2	85	OK/OPEN	0	82
972	2	189	PREG	55	111
1008	2	286	PREG	65	82
1044	2	122	BRED	0	85
1113	2	238	PREG	167	100
1125	2	269	PREG	153	105
1165	2	239	PREG	46	94
1187	2	79	OK/OPEN	0	117
1924	1	235	PREG	137	117
2193	1	284	PREG	160	82
2199	1	247	PREG	165	64
2208	1	279	PREG	118	102
2213	1	274	PREG	172	94
2289	1	171	PREG	85	94
2352	1	266	PREG	97	61
2393	1	264	PREG	97	67
2450	1	250	PREG	153	100
2451	1	239	PREG	167	82
2460	1	246	PREG	126	88
2478	1	218	PREG	106	67
2583	1	171	PREG	97	79
2606	1	112	PREG	48	82
2620	1	205	PREG	61	94
2630	1	223	PREG	125	41
2634	1	210	PREG	125	120
2643	1	218	PREG	63	100
2661	1	164	PREG	107	64
2666	1	225	PREG	65	88

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 33 (32 HEAD)

id	lact	dim	rpro	dcc	milk
1170	2	248	PREG	132	105
1301	2	229	PREG	107	88
1303	2	188	PREG	118	76
1474	2	166	PREG	90	111
1487	2	183	PREG	111	70
1940	1	359	PREG	191	88
2036	1	200	PREG	103	94
2112	1	278	PREG	118	76
2204	1	251	PREG	118	67
2215	1	247	PREG	132	67
2242	1	185	PREG	128	76
2247	1	256	PREG	161	102
2253	1	246	PREG	169	88
2278	1	252	PREG	97	88
2375	1	177	PREG	104	88
2394	1	246	PREG	141	100
2400	1	236	PREG	176	88
2402	1	250	PREG	174	88
2457	1	254	PREG	174	105
2461	1	230	PREG	160	88
2476	1	258	PREG	97	117
2486	1	205	PREG	101	88
2498	1	234	PREG	83	88
2499	1	215	PREG	137	82
2506	1	215	PREG	97	94
2512	1	198	PREG	125	70
2558	1	163	PREG	69	88
2611	1	178	PREG	104	91
2631	1	186	PREG	128	100
2636	1	234	PREG	90	82
2646	1	172	PREG	62	100
2662	1	157	PREG	100	88

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 34 (33 HEAD)

id	lact	dim	rpro	dcc	milk
2106	1	301	PREG	64	91
2145	1	297	PREG	146	73
2146	1	305	PREG	181	70
2150	1	315	PREG	156	44
2173	1	353	PREG	132	76
2191	1	279	PREG	122	82
2198	1	279	PREG	76	94
2211	1	274	PREG	154	70
2221	1	248	PREG	148	100
2225	1	201	PREG	75	70
2237	1	181	PREG	112	61
2322	1	272	PREG	125	97
2338	1	265	PREG	171	70
2340	1	246	PREG	190	64
2376	1	274	PREG	146	94
2378	1	234	PREG	55	94
2385	1	248	PREG	48	82
2403	1	246	PREG	146	105
2407	1	244	PREG	190	67
2411	1	288	NO BRED	0	35
2424	1	231	PREG	118	58
2428	1	224	PREG	170	82
2442	1	246	PREG	111	100
2445	1	233	PREG	137	73
2447	1	251	PREG	131	88
2481	1	246	PREG	125	94
2483	1	209	PREG	111	94
2505	1	217	PREG	118	82
2531	1	150	PREG	69	82
2535	1	131	PREG	66	76
2552	1	154	PREG	55	64
2557	1	162	PREG	83	88
2563	1	134	PREG	65	88

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 35 (34 HEAD)

id	lact	dim	rpro	dcc	milk
2107	1	291	PREG	175	67
2148	1	284	PREG	125	82
2149	1	312	PREG	182	70
2170	1	286	PREG	160	111
2180	1	260	PREG	111	67
2185	1	267	PREG	83	88
2263	1	241	PREG	97	94
2266	1	261	PREG	181	58
2271	1	251	PREG	160	70
2293	1	139	PREG	72	76
2328	1	288	PREG	167	94
2329	1	279	PREG	104	105
2346	1	269	PREG	109	58
2349	1	276	PREG	183	47
2373	1	251	PREG	139	88
2374	1	248	PREG	174	61
2390	1	225	PREG	90	85
2418	1	238	PREG	118	88
2435	1	251	PREG	174	88
2441	1	241	PREG	104	88
2474	1	230	PREG	139	108
2522	1	198	PREG	125	76
2536	1	150	PREG	86	82
2540	1	152	PREG	69	88
2543	1	167	PREG	89	64
2556	1	161	PREG	107	105
2613	1	213	PREG	61	67
2626	1	186	PREG	111	70
2627	1	204	PREG	52	64
2642	1	171	PREG	90	58
2645	1	162	PREG	107	97
2653	1	181	PREG	107	82
2667	1	186	PREG	107	94
2668	1	187	PREG	90	79

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 36 (30 HEAD - UPDATED)

id	lact	dim	rpro	dcc	milk
343	4	179	PREG	104	129
507	3	169	PREG	69	126
695	2	333	PREG	181	79
704	2	251	NO BRED	0	14
713	2	324	PREG	111	88
907	2	311	PREG	160	94
929	2	254	PREG	48	111
1022	2	281	PREG	118	58
1026	2	236	PREG	104	117
1055	2	232	PREG	77	76
1063	2	251	PREG	181	82
1071	2	256	PREG	139	52
1103	2	229	PREG	69	79
1234	2	204	PREG	102	67
1247	2	143	PREG	79	58
1376	2	236	PREG	160	117
1482	2	138	PREG	72	88
1510	2	160	PREG	107	91
1771	1	383	PREG	160	76
1790	1	279	PREG	183	97
1802	1	368	PREG	194	91
1846	1	304	PREG	195	111
1847	1	289	PREG	57	102
1901	1	318	PREG	188	82
1934	1	321	PREG	193	58
2009	1	313	PREG	104	70
2022	1	215	PREG	97	88
2024	1	297	PREG	183	52
2025	1	286	PREG	165	52
2088	1	303	PREG	154	70
2091	1	340	PREG	153	26

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 37 (35 HEAD - UPDATED)

id	lact	dim	rpro	dcc	milk
1430	2	156	BRED	0	102
1472	2	103	OK/OPEN	0	97
1481	2	147	BRED	0	102
1488	2	58	OK/OPEN	0	58
1517	2	135	BRED	0	76
1520	2	175	BRED	0	73
1550	2	189	BRED	0	88
1563	2	218	BRED	0	94
1600	3	38	FRESH	0	117
1605	3	41	FRESH	0	94
1614	2	131	BRED	0	50
1629	2	128	BRED	0	88
1653	2	75	BRED	0	94
1661	2	82	OK/OPEN	0	64
1700	2	84	BRED	0	82
1726	2	53	OK/OPEN	0	61
1754	2	82	BRED	0	64
1823	2	47	OK/OPEN	0	105
1865	2	55	OK/OPEN	0	82
1873	2	57	OK/OPEN	0	67
2018	1	216	BRED	0	52
2034	1	214	PREG	34	82
2121	3	66	OK/OPEN	0	117
2159	1	265	NO BRED	0	76
2244	1	167	BRED	0	73
2262	1	246	BRED	0	64
2462	1	251	BRED	0	64
2511	1	198	OK/OPEN	0	70
2548	1	96	BRED	0	58
2571	1	102	BRED	0	67
2575	1	60	OK/OPEN	0	58
2576	1	90	BRED	0	82
2625	1	186	BRED	0	67
2629	1	190	BRED	0	82
2674	1	154	OK/OPEN	0	82
2684	1	119	BRED	0	67

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 38 (36 HEAD)

id	lact	dim	rpro	dcc	milk
1526	2	176	PREG	104	55
1540	2	276	PREG	90	82
1582	2	158	PREG	83	61
1721	2	284	PREG	153	55
1729	2	302	PREG	195	61
1770	1	311	PREG	69	88
1810	1	381	PREG	146	58
1814	1	313	PREG	160	73
1833	1	339	PREG	132	82
1880	1	372	PREG	195	26
1917	1	343	PREG	174	52
1939	1	359	PREG	188	70
1963	1	366	PREG	174	58
2004	1	328	PREG	195	64
2103	1	326	PREG	150	76
2113	1	257	PREG	139	94
2139	1	271	PREG	125	58
2188	1	310	PREG	181	85
2200	1	247	PREG	146	88
2202	1	265	PREG	83	61
2238	1	196	PREG	75	32
2258	1	255	PREG	125	47
2341	1	266	PREG	99	52
2372	1	241	PREG	90	47
2382	1	226	PREG	70	67
2383	1	256	PREG	162	76
2426	1	234	PREG	100	85
2433	1	230	PREG	178	73
2440	1	254	PREG	191	58
2448	1	241	PREG	167	61
2449	1	220	PREG	163	91
2471	1	229	PREG	132	64
2497	1	212	PREG	156	76
2510	1	198	PREG	125	61
2517	1	198	PREG	125	38
2610	1	220	PREG	125	108

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 39 (36 HEAD)

id	lact	dim	rpro	dcc	milk
170	5	159	PREG	100	100
647	2	354	PREG	102	64
649	2	351	PREG	188	79
864	2	271	PREG	97	76
889	2	314	PREG	52	64
1009	2	153	PREG	51	94
1029	2	238	PREG	167	76
1032	2	173	PREG	75	120
1039	2	206	PREG	132	94
1043	2	256	PREG	181	82
1072	2	295	PREG	181	88
1077	2	257	PREG	181	85
1086	2	256	PREG	139	61
1105	2	208	PREG	69	88
1158	2	267	PREG	195	41
1161	2	206	PREG	90	105
1177	2	228	PREG	153	111
1192	2	215	PREG	95	82
1205	2	266	PREG	165	105
1229	2	232	PREG	160	94
1254	2	206	PREG	132	111
1261	2	253	PREG	139	70
1295	2	229	PREG	69	88
1323	2	247	PREG	132	85
1325	2	161	PREG	90	111
1335	2	160	PREG	90	97
1340	2	191	PREG	77	135
1355	1	675	NO BRED	0	76
1374	2	223	PREG	48	70
1395	2	220	PREG	146	58
1408	2	174	PREG	104	100
1464	2	178	PREG	62	88
1477	2	171	PREG	110	70
1499	2	140	PREG	52	94
1503	1	512	NO BRED	0	35
1530	2	131	PREG	65	70

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 40 (35 HEAD - UPDATED)

id	lact	dim	rpro	dcc	milk
42	4	347	PREG	124	50
139	3	87	BRED	0	100
206	4	179	BRED	0	105
311	4	105	BRED	0	88
387	4	120	BRED	0	76
393	3	100	PREG	37	82
492	3	161	BRED	0	97
499	3	205	BRED	0	126
517	3	143	PREG	36	73
524	3	188	OK/OPEN	0	58
544	3	148	PREG	79	76
600	3	64	OK/OPEN	0	102
634	3	39	FRESH	0	120
635	3	94	BRED	0	64
667	3	75	BRED	0	88
682	3	49	OK/OPEN	0	82
752	3	45	OK/OPEN	0	108
772	3	114	BRED	0	100
884	2	127	PREG	41	100
996	2	58	OK/OPEN	0	102
1016	2	150	PREG	69	88
1036	2	222	BRED	0	73
1040	2	261	BRED	0	58
1102	2	170	BRED	0	100
1112	2	202	BRED	0	67
1146	2	38	FRESH	0	88
1282	2	228	OK/OPEN	0	61
1290	2	168	BRED	0	55
1293	2	196	BRED	0	108
1330	2	204	BRED	0	88
1361	2	179	BRED	0	105
1380	2	117	OK/OPEN	0	100
1392	2	215	BRED	0	82
1414	2	104	BRED	0	58
11923	4	41	FRESH	0	76
11988	4	56	OK/OPEN	0	88

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 41 (34 HEAD)

id	lact	dim	rpro	dcc	milk
31	5	179	PREG	61	111
93	5	138	PREG	55	100
331	4	208	PREG	113	91
543	3	158	PREG	100	102
556	3	118	PREG	51	88
559	3	139	PREG	55	123
563	3	121	PREG	58	91
625	2	333	PREG	181	61
684	2	260	PREG	188	70
789	3	167	PREG	55	111
930	2	268	PREG	195	88
1088	2	140	PREG	73	82
1092	2	238	PREG	58	111
1486	2	140	PREG	73	58
2405	1	284	PREG	157	52
10180	4	285	PREG	139	117
10239	5	53	OK/OPEN	0	88
10805	6	127	BRED	0	105
10827	4	155	BRED	0	91
11146	4	70	OK/OPEN	0	94
11300	2	235	PREG	88	102
11346	4	173	BRED	0	70
11375	3	263	PREG	41	91
11379	4	131	PREG	48	100
11494	4	173	BRED	0	100
11564	4	183	PREG	111	117
11567	4	141	BRED	0	91
11613	5	218	PREG	146	102
11677	4	56	OK/OPEN	0	135
11751	4	46	OK/OPEN	0	120
11861	3	250	PREG	69	70
11870	4	64	OK/OPEN	0	88
11900	4	78	BRED	0	100
11911	5	69	OK/OPEN	0	100

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 42 (33 HEAD - UPDATED)

id	lact	dim	rpro	dcc	milk
107	4	45	OK/OPEN	0	111
159	4	35	FRESH	0	88
247	4	134	OK/OPEN	0	82
273	6	106	BRED	0	135
304	4	114	PREG	34	88
315	5	86	BRED	0	76
570	4	144	BRED	0	70
573	3	91	BRED	0	97
743	3	37	FRESH	0	20
969	2	288	PREG	77	58
1000	2	165	BRED	0	100
1025	2	85	OK/OPEN	0	88
1149	2	165	BRED	0	79
1155	2	124	BRED	0	70
1159	2	42	FRESH	0	82
1332	2	51	OK/OPEN	0	97
1337	2	193	OK/OPEN	0	102
1402	2	214	BRED	0	73
1410	2	124	BRED	0	76
1424	2	226	PREG	41	67
1432	2	172	BRED	0	67
1435	2	216	PREG	107	108
1607	2	90	BRED	0	105
1625	2	83	BRED	0	88
1641	2	89	BRED	0	76
1642	2	88	BRED	0	70
1654	2	51	OK/OPEN	0	61
1697	2	80	BRED	0	58
2114	3	259	NO BRED	0	100
2406	1	260	NO BRED	0	79
2416	1	282	NO BRED	0	94
2417	1	217	BRED	0	47
2600	1	112	OK/OPEN	0	52
2716	1	103	OK/OPEN	0	50
2719	1	82	OK/OPEN	0	14

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 43 (32 HEAD - UPDATED)

id	lact	dim	rpro	dcc	milk
6	5	76	OK/OPEN	0	100
53	9	79	BRED	0	108
106	6	75	BRED	0	73
227	5	76	BRED	0	88
345	6	76	BRED	0	88
541	3	135	PREG	75	41
609	3	117	PREG	34	91
613	3	68	OK/OPEN	0	97
641	2	272	NO BRED	0	76
947	2	278	NO BRED	0	111
979	2	105	BRED	0	58
1132	2	219	BRED	0	35
1319	2	75	OK/OPEN	0	82
1415	2	206	BRED	0	76
1476	2	105	BRED	0	29
1508	2	104	BRED	0	94
1647	2	66	OK/OPEN	0	94
1652	2	65	OK/OPEN	0	73
1689	2	69	OK/OPEN	0	88
1702	2	67	BRED	0	79
2089	1	291	NO BRED	0	58
2169	1	276	NO BRED	0	79
2174	1	277	NO BRED	0	82
2177	1	296	NO BRED	0	82
2194	1	298	NO BRED	0	82
2358	1	244	OK/OPEN	0	82
2544	1	107	PREG	45	61
2686	1	75	OK/OPEN	0	50
2688	1	65	OK/OPEN	0	0
11556	4	245	OK/OPEN	0	79
11578	3	173	OK/OPEN	0	100
11666	3	253	BRED	0	38
11704	3	218	PREG	146	0
11866	4	62	OK/OPEN	0	105
11875	4	242	OK/OPEN	0	70

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 44 (32 HEAD - UPDATED)

id	lact	dim	rpro	dcc	milk
8	7	104	BRED	0	82
101	4	62	OK/OPEN	0	52
150	4	105	BRED	0	100
197	5	50	OK/OPEN	0	100
5060	10	26	FRESH	0	76
8060	7	40	FRESH	0	70
8069	8	149	OK/OPEN	0	52
9137	5	316	PREG	140	67
9839	5	96	BRED	0	76
9982	5	72	BRED	0	61
10218	5	121	OK/OPEN	0	47
10421	5	201	PREG	41	88
10466	4	275	NO BRED	0	88
10505	5	130	BRED	0	91
10579	6	225	NO BRED	0	73
10814	6	118	BRED	0	88
10906	4	190	BRED	0	0
11069	4	78	OK/OPEN	0	58
11176	3	261	NO BRED	0	58
11191	4	205	BRED	0	76
11270	4	118	BRED	0	73
11279	4	96	BRED	0	73
11316	4	245	NO BRED	0	70
11480	4	128	BRED	0	100
11508	4	38	FRESH	0	88
11523	4	104	BRED	0	100
11551	5	252	PREG	118	47
11572	4	61	OK/OPEN	0	111
11581	5	80	BRED	0	73
11583	6	44	FRESH	0	117
11753	4	43	FRESH	0	88
11924	4	51	OK/OPEN	0	82
11953	5	328	NO BRED	0	52
11964	4	86	BRED	0	64

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 45 (34 HEAD - UPDATED)

id	lact	dim	rpro	dcc	milk
169	7	229	PREG	133	44
439	3	344	PREG	171	64
532	3	194	PREG	109	82
676	2	412	PREG	185	55
721	2	359	NO BRED	0	88
804	6	226	PREG	111	79
923	2	321	PREG	98	44
945	2	311	PREG	100	58
1160	2	280	PREG	152	82
1176	1	631	NO BRED	0	50
1291	2	240	PREG	146	29
1502	2	165	PREG	69	117
1543	2	226	PREG	153	76
1706	1	452	NO BRED	0	70
1727	5	303	PREG	169	76
1840	1	334	NO BRED	0	94
2017	1	285	NO BRED	0	70
2049	1	351	PREG	139	76
2076	1	355	NO BRED	0	97
2098	1	350	NO BRED	0	102
2119	3	233	PREG	56	35
2157	1	292	NO BRED	0	64
2427	1	236	PREG	160	82
2477	1	220	PREG	100	97
8681	6	227	PREG	153	85
9714	5	120	OK/OPEN	0	123
9983	5	175	PREG	104	120
10449	4	289	NO BRED	0	102
10583	5	74	OK/OPEN	0	0
10732	4	239	PREG	167	38
11351	4	206	PREG	90	94
11528	4	326	PREG	111	50
11827	3	251	PREG	75	111
11969	4	509	NO BRED	0	29
11985	4	320	PREG	160	67

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 46 (33 HEAD - UPDATED)

id	lact	dim	rpro	dcc	milk
233	4	135	PREG	55	70
342	4	341	PREG	153	82
467	4	274	PREG	54	70
488	3	166	PREG	109	41
593	3	251	PREG	69	47
730	2	273	NO BRED	0	70
820	4	296	PREG	188	20
1069	2	266	NO BRED	0	100
1174	2	239	PREG	125	129
1204	2	260	PREG	188	58
1278	2	169	PREG	55	82
1313	2	248	PREG	132	94
1333	2	231	PREG	52	76
1362	1	574	NO BRED	0	35
1383	1	569	NO BRED	0	52
1444	2	186	PREG	69	147
1493	2	168	PREG	97	52
1504	1	518	NO BRED	0	44
1759	1	398	NO BRED	0	50
1762	1	425	NO BRED	0	76
1779	1	376	NO BRED	0	82
1955	1	366	NO BRED	0	88
2050	1	351	PREG	99	35
2064	1	341	NO BRED	0	111
2256	1	241	PREG	61	70
2501	1	251	PREG	167	64
2679	4	553	NO BRED	0	88
9847	5	263	PREG	188	88
10168	5	182	PREG	111	70
10673	4	227	PREG	69	91
11519	4	354	NO BRED	0	73
11545	4	127	PREG	57	105
11609	5	476	NO BRED	0	47
11674	3	426	NO BRED	0	88

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 47

(52 HEAD - UPDATED)

SHEET 1 OF 2

id	lact	dim	rpro	dcc	milk
43	3	704	NO BRED	0	17
131	4	67	OK/OPEN	0	44
134	4	592	NO BRED	0	29
288	7	300	NO BRED	0	35
412	2	511	NO BRED	0	76
595	3	127	OK/OPEN	0	55
618	2	469	NO BRED	0	23
663	2	391	NO BRED	0	58
769	2	349	PREG	147	8
781	4	264	NO BRED	0	61
816	3	291	PREG	130	41
832	4	64	BRED	0	26
847	2	307	NO BRED	0	76
852	2	327	PREG	181	32
928	2	122	OK/OPEN	0	41
1104	2	213	PREG	34	47
1127	1	637	NO BRED	0	26
1162	1	651	NO BRED	0	29
1169	1	628	NO BRED	0	47
1225	1	634	NO BRED	0	35
1257	1	625	NO BRED	0	41
1272	1	611	NO BRED	0	23
1294	2	295	NO BRED	0	29
1318	2	202	OK/OPEN	0	23
1348	2	176	BRED	0	76
1366	1	599	NO BRED	0	88
1379	1	581	NO BRED	0	50
1387	1	560	NO BRED	0	35
1400	1	613	NO BRED	0	23
1528	2	156	PREG	58	70
1565	2	120	OK/OPEN	0	8
1690	2	79	OK/OPEN	0	52
1737	1	448	NO BRED	0	44

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 47

(52 HEAD - UPDATED)

SHEET 2 OF 2

id	lact	dim	rpro	dcc	milk
1743	1	431	NO BRED	0	76
1744	1	426	NO BRED	0	67
1836	1	333	NO BRED	0	70
1881	1	405	NO BRED	0	58
1944	1	359	NO BRED	0	88
2001	1	412	NO BRED	0	58
2061	1	346	NO BRED	0	52
2062	1	379	NO BRED	0	38
2068	1	351	NO BRED	0	64
2093	1	362	NO BRED	0	64
2099	1	360	NO BRED	0	82
2101	1	350	PREG	188	2
2153	1	306	NO BRED	0	41
2297	1	130	PREG	66	41
2673	1	188	BRED	0	47
8626	5	427	NO BRED	0	32
10004	5	55	OK/OPEN	0	70
10078	4	529	NO BRED	0	41
10159	4	318	NO BRED	0	47
10687	4	425	NO BRED	0	47
10713	4	297	NO BRED	0	64
10845	4	120	NO BRED	0	47
10848	4	236	BRED	0	67
11072	4	165	NO BRED	0	76
11456	3	389	NO BRED	0	52
11799	3	260	NO BRED	0	17

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 48 (12 HEAD - UPDATED)

id	lact	dim	rpro	dcc	milk
186	7	36	FRESH	0	52
193	5	58	OK/OPEN	0	52
203	7	33	FRESH	0	38
349	5	278	PREG	160	58
887	3	7	FRESH	0	0
1157	2	223	PREG	153	26
1280	2	246	PREG	151	38
1745	2	52	OK/OPEN	0	29
1747	2	50	OK/OPEN	0	100
2419	1	237	PREG	184	91
10655	4	156	BRED	0	67
10766	4	164	OK/OPEN	0	52
11974	5	37	FRESH	0	82

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 49 (37 HEAD)

id	lact	dim	rpro	dcc	milk
1734	1	418	DRY	244	58
1769	1	300	DRY	258	65
1789	1	302	DRY	244	70
1804	1	306	DRY	244	90
1818	1	305	DRY	244	70
1854	1	324	DRY	249	56
1902	1	324	DRY	240	63
1919	1	305	DRY	244	53
1925	1	301	DRY	244	73
1935	1	338	DRY	237	67
1949	1	306	DRY	237	52
1977	1	327	DRY	249	94
1985	1	374	DRY	244	70
1994	1	367	DRY	244	82
2005	1	307	DRY	237	58
2006	1	301	DRY	237	64
2039	1	314	DRY	245	60
2042	1	322	DRY	240	92
2044	1	345	DRY	237	82
2069	1	349	DRY	237	52
2074	1	316	DRY	247	51
2082	1	301	DRY	244	75
2102	1	339	DRY	239	70
2520	0	0	PREG	455	0
2573	0	0	PREG	428	0
2691	0	0	PREG	241	0
2692	0	0	PREG	241	0
2693	0	0	PREG	241	0
2694	1	5	FRESH	0	0
2695	0	0	PREG	241	0
2696	0	0	PREG	241	0
2705	0	0	PREG	241	0
2706	0	0	PREG	241	0
2707	0	0	PREG	241	0
2708	0	0	PREG	241	0
2709	0	0	PREG	241	0
2710	0	0	PREG	241	0

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 50 (35 HEAD)

id	lact	dim	rpro	dcc	milk
79	4	341	DRY	237	47
155	3	324	DRY	246	97
166	8	354	DRY	244	68
313	4	433	DRY	241	56
413	4	372	DRY	237	73
504	2	279	DRY	244	73
664	2	377	DRY	245	107
679	2	348	DRY	237	38
708	2	301	DRY	237	11
710	2	361	DRY	244	65
824	3	338	DRY	237	67
836	2	342	DRY	240	90
861	2	302	DRY	244	82
874	2	351	DRY	243	60
882	2	266	DRY	237	70
883	2	306	DRY	244	102
898	2	286	DRY	241	63
931	2	304	DRY	237	64
936	2	304	DRY	237	58
958	2	300	DRY	244	56
967	2	304	DRY	237	94
974	2	300	DRY	244	70
993	2	304	DRY	237	44
995	2	302	DRY	244	87
1226	2	303	DRY	244	90
1324	2	304	DRY	244	56
1537	2	304	DRY	244	58
1556	2	343	DRY	253	63
1588	1	322	DRY	249	63
1589	1	426	DRY	234	29
8286	6	303	DRY	237	26
11023	4	304	DRY	237	23
11148	3	420	DRY	244	70
11310	1	325	DRY	247	43
11593	3	266	DRY	244	90

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 51

(62 HEAD)

SHEET 1 OF 2

id	lact	dim	rpro	dcc	milk
705	2	334	PREG	201	61
960	2	294	PREG	223	82
1007	2	279	PREG	209	58
1536	2	299	PREG	223	64
1545	2	274	PREG	202	64
1616	2	282	PREG	209	64
1723	1	356	PREG	216	88
1739	1	412	PREG	230	29
1798	1	383	PREG	224	67
1811	1	366	PREG	205	70
1837	1	294	PREG	223	67
1842	1	339	PREG	202	76
1843	1	329	PREG	223	88
1850	1	275	PREG	202	76
1856	1	351	PREG	202	94
1861	1	332	PREG	201	82
1876	1	397	PREG	219	58
1882	1	406	PREG	230	70
1893	1	322	PREG	216	58
1907	1	326	PREG	216	73
1912	1	303	PREG	230	70
1921	1	274	PREG	202	61
1930	1	312	PREG	202	64
1941	1	359	PREG	219	20
1946	1	359	PREG	216	85
1951	1	293	PREG	223	58
1959	1	366	PREG	215	55
1972	1	385	PREG	216	52
1973	1	397	PREG	221	50
1979	1	376	PREG	223	55
1989	1	390	PREG	216	52
2027	1	283	PREG	209	88
2030	1	294	PREG	223	76

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 51 (62 HEAD)

SHEET 2 OF 2

id	lact	dim	rpro	dcc	milk
2048	1	322	PREG	230	38
2051	1	366	PREG	210	47
2054	1	376	PREG	216	88
2070	1	329	PREG	223	41
2078	1	334	PREG	209	82
2079	1	371	PREG	201	94
2087	1	302	PREG	230	73
2115	1	278	PREG	202	52
2122	1	278	PREG	202	38
2129	1	290	PREG	209	47
2144	1	278	PREG	202	35
2152	1	289	PREG	202	82
2154	1	284	PREG	202	70
2155	1	274	PREG	202	58
2162	1	286	PREG	202	94
2172	1	274	PREG	202	41
2176	1	282	PREG	202	88
2179	1	315	PREG	223	82
2195	1	284	PREG	202	55
2203	1	279	PREG	202	67
2259	1	256	PREG	198	70
2331	1	251	PREG	198	70
2333	1	279	PREG	205	100
2345	1	294	PREG	205	70
2348	1	269	PREG	198	88
2353	1	256	PREG	199	70
2355	1	269	PREG	197	70
2388	1	277	PREG	198	76
2398	1	256	PREG	199	73

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 52 (52 HEAD - UPDATED)

SHEET 1 OF 2

id	lact	dim	rpro	dcc	milk
113	5	284	PREG	209	52
200	5	375	PREG	230	47
218	3	367	PREG	221	58
346	3	354	PREG	202	88
351	4	399	PREG	223	20
354	2	386	PREG	202	64
706	2	301	PREG	230	88
715	2	281	PREG	209	64
718	2	287	PREG	216	100
731	2	309	PREG	202	50
737	2	315	PREG	198	23
811	3	328	PREG	223	52
819	3	320	PREG	221	70
845	2	292	PREG	216	50
897	2	302	PREG	207	64
903	2	285	PREG	209	76
909	2	286	PREG	216	5
943	2	306	PREG	230	52
944	2	313	PREG	202	70
948	2	273	PREG	202	64
951	2	274	PREG	202	58
990	2	307	PREG	214	82
999	2	296	PREG	223	70
1114	2	277	PREG	202	23
1118	2	276	PREG	202	70
1133	2	284	PREG	209	47
1168	2	279	PREG	209	102
1650	1	400	PREG	201	58
1722	2	293	PREG	223	20
1863	1	439	PREG	218	11
1920	1	319	PREG	223	23
1957	1	366	PREG	227	44
1975	1	366	PREG	226	11
1992	1	383	PREG	223	82
1997	1	345	PREG	230	76
2041	1	351	PREG	198	11

EXHIBIT B

Buyer(s): _____

Seller(s): _____

TRACT 52

(52 HEAD - UPDATED)

SHEET 2 OF 2

id	lact	dim	rpro	dcc	milk
2160	1	293	PREG	203	76
2207	1	274	PREG	202	29
2212	1	278	PREG	202	73
2274	1	263	PREG	198	61
2380	1	263	PREG	197	85
9596	4	466	PREG	230	52
9940	4	432	PREG	216	32
10963	4	350	PREG	209	47
11003	4	313	PREG	202	55
11286	4	293	PREG	223	52
11303	2	275	PREG	202	38
11513	3	399	PREG	223	70
11539	4	303	PREG	230	17
11575	3	280	PREG	209	58
11618	4	388	PREG	216	64
11701	4	284	PREG	209	61
11835	3	301	PREG	230	50

Buyer(s): _____

Seller: _____

ADDENDUM A

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

Auction Marketing Specialists Nationwide

Date: December 20, 2018

Owner: Van Ham Dairy, LLC

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. For bidding purposes, Tracts 1 – 4 consist of the “Real Estate Tracts” which are identified by tract number in **Exhibit A** in your Bidders Packet and Tracts 5 – 52 consist of the livestock groupings (or “Livestock Tracts”) which are identified by tract number in **Exhibit B** in your Bidder’s Packet.
3. The final bid(s) are subject to the Seller’s acceptance or rejection; *provided, however:*
 - a. All Real Estate Tracts will be sold if the aggregate total of the high bid(s) for all of the real estate reaches at least \$3,300,971.87 (resulting in a total purchase price of at least \$3,400,000.00 for all the real estate after adding the 3% Buyer’s Premium); and
 - b. All Livestock Tracts will be sold if the aggregate total of the high bid(s) for all of the livestock reaches at least \$873,786.41 (resulting in a total purchase price of at least \$900,000.00 for all the livestock after adding the 3% Buyer’s Premium).
4. You may bid on any individual tract, any combination of Real Estate Tracts and any combination of Livestock Tracts. The Livestock Tracts may not be combined with any real estate except as otherwise provided below.
5. You may submit a combination bid on **Tract 1** combined with **all of the Livestock Tracts**, with or without any of the other Real Estate Tracts **if and only if:** (a) the bidding has reached the level described in 3(a) above with respect to all of the Real Estate Tracts (apart from any livestock); **and** (b) the bidding has reached the level described in 3(b) above with respect to all of the Livestock Tracts (apart from any real estate).
6. With respect to any accepted combination bid that includes Tract 1 and the Livestock Tracts: (a) the purchase price for the livestock shall be equal to the highest bid posted during the auction for all of the Livestock Tracts combined (apart from any real estate),

plus the Buyer's Premium; and (b) the purchase price for the real estate shall be equal to the total bid amount plus the Buyer's Premium, less the portion of the purchase price allocated to the livestock.

7. Bidding will remain open on individual tracts and on combinations until the close of the auction; provided, however, in the auctioneer's discretion, bidding may be closed on the Real Estate Tracts before the Livestock Tracts.
8. Bidding will be on a lump sum basis. Minimum bids are at the discretion of the auctioneer.
9. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.

PART B - REAL ESTATE TRACTS:

10. 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 purchase price.
11. 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.
12. The closing will be scheduled in accordance with the terms of the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before January 22, 2019.
13. Title and possession shall be delivered effective as of the completion of the closing. Expenses at closing shall be allocated and paid in accordance with Sections 18 and 19 of the Agreement to Purchase. Real estate taxes shall be prorated to the date of closing.
14. At closing, Seller will furnish the deed and owner's title insurance at Seller's expense in accordance with the Auction Terms. As an update to the auction brochure, Seller will pay 100% of the cost of the owner's title insurance. Any additional cost for lender's title insurance will be charged to Buyer.
15. 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 7 of the Agreement to Purchase.
16. Preliminary title insurance schedules dated December 13, 2018 have been prepared by Chicago Title Insurance Company and are available to review in the auction display area, along with copies of recorded easements and other documents listed as exceptions.
17. A new survey will be obtained *if and only if*: (a) the conveyance will involve the creation of a new parcel for which there is no existing legal description; or (b) the official(s) responsible for recording the deed will not accept the conveyance for recording without a new survey; or (c) Seller elects to obtain a new survey for any other reason in Seller's sole discretion. The cost of any survey obtained in accordance with the foregoing provisions shall be shared equally (50:50) by Seller and Buyer.

18. If a new survey is obtained, the survey shall be ordered by the Auction Company and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. Any survey of adjacent tracts purchased in combination will be for the perimeter only.
19. The purchase price for Tract 2 and/or Tract 3 (if sold apart from Tracts 1 and 4) 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. No such adjustment shall apply with respect to any purchase that includes Tract 1 and/or Tract 4.
20. As an update to the auction brochure, the approximate depiction of Tract 4 has been adjusted in Exhibit A to include the 1-acre parcel of land with the home. As shown in Exhibit A, the acre estimate for Tract 4 has been revised for purposes of the auction as follows:

ACRE ESTIMATES:	Tract 1:	Tract 2:	Tract 3:	Tract 4:	Total:
Advertised / Brochure (±)	90	69.5	22	11.5	193
Revised / Exhibit A (±)	90	69.5	22	12.5	194

21. The acres shown in Exhibit A have been estimated based on the approximate acres indicated by property tax records and existing legal descriptions and an approximate provisional allocation between the individual tracts. No warranty or authoritative representation is made as to the number of acres included with any tract or set of tracts.
22. Boundary lines and auction tract maps depicted in Exhibit A and the auction 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.
23. If any dispute arises prior to closing with respect to the location of a surveyed boundary or any other boundary, the Auction Company may (but shall not be required to) terminate the purchase contract by giving written notice of termination to Buyer, but only with the Seller's consent. In the event of such termination, the earnest money shall be refunded to Buyer and the property may be re-sold free and clear of any claim of Buyer. In lieu of consenting to such termination, Seller may elect instead to enforce the purchase contract according to its terms.
24. The following provisions apply to any purchase that includes **Tract 1**:
 - a. The sale of Tract 1 includes all milking-related equipment and attached trade fixtures **except** the two milk silos (and related piping control system and monitor) which are owned by a third party and are excluded from the sale of the real estate. The Buyer of Tract 1 may contact Steve Bohman at 937-726-2928 to inquire about the continued use of the milk silos. However, Buyer's obligation to acquire the purchase tract(s) shall not be affected by any agreement (or lack of agreement) with the owner of the milk silos.
 - b. As an update to the auction brochure, the 800KW generator currently located on Tract 1 shall be **included** with the sale of Tract 1.

- c. Section 28 of the Agreement to Purchase shall apply to the purchase of Tract 1 if the Buyer intends to apply to the Ohio Department of Agriculture (“ODA”) for a transfer of Seller’s existing CAFO permit. Without limiting the provisions of Section 30 of the Agreement to Purchase, the Buyer of Tract 1 acknowledges and agrees that: (i) Buyer shall be solely responsible for satisfying all requirements of the ODA in connection with any application for the transfer of the CAFO Permit; (ii) Seller shall have no obligation before or after closing with respect to any such application except to sign and deliver certain standard ODA forms as provided in Section 30 of the Agreement to Purchase; and (iii) Buyer is responsible for having fully understood (prior to bidding) the applicable rules, regulations and requirements of the ODA pertaining to the prospective transfer of the CAFO permit. **BUYER’S OBLIGATION TO ACQUIRE THE PROPERTY AT CLOSING IS NOT AND SHALL NOT BE CONTINGENT UPON THE TRANSFER OF THE CAFO PERMIT OR UPON BUYER’S ELIGIBILITY FOR AND/OR ABILITY TO OBTAIN SUCH TRANSFER.**
- d. An “ODA Forms and Instructions” binder has been posted to the auction website and printed copies are available to review in the auction information area. If you are bidding on Tract 1 and you intend to apply for a transfer of the CAFO permit, you should be familiar with the documents that are included in this binder, consisting of:
- ODA Instructions (Permit Transfer Requirements)
 - ODA Form 3900-001 (General Information)
 - ODA Form 3900-001b (Additional Owner/Operator Information Form)
 - ODA Form 3900-002 (Compliance Information)
 - ODA Form (New Owner or Operator Information)
 - ODA sample Letter of Request
- e. If the Buyer of Tract 1 purchases all or any of the livestock, Buyer will have the use and possession of the real estate (prior to the real estate closing) pursuant to the terms of a Lease in the form which is included in your Bidder’s Packet.
- f. Regardless of whether the Buyer of Tract 1 purchases any of the livestock, the Buyer of Tract 1 is required to purchase Seller’s interest in the corn silage remaining at the dairy site as of 12:00 o’clock Noon on December 24, 2018, and Seller’s interest in the silage Vendor Contracts, all in accordance with and subject to the terms and conditions of the Silage Purchase Agreement included in each Bidder’s Packet. Copies of the Vendor Contracts are attached to the Silage Purchase Agreement in your Bidder’s Packet.
- g. According to the terms of the Silage Purchase Agreement, the Buyer of Tract 1 must: (i) deliver an Initial Cash Payment in the total amount of \$310,764.42 via wire transfer to the Auction Company on or before Friday, December 21, 2018; and (ii) assume and pay all future monthly installment payments owed to the Silage Vendors under the respective Vendor Contracts. The monthly payment amounts will depend on the applicable Per Ton Price, which may vary from month to month. Assuming a constant Per Ton Price of \$29.28 (solely for purposes of illustration), Buyer would be required to pay monthly payments totaling \$695,924.66.

- h. The Silage Purchase Agreement must be signed by the Buyer of Tract 1 and all sums due thereunder must be paid in addition to the purchase price due for the purchased tract(s). If you are bidding on Tract 1, all terms of the Silage Purchase Agreement should be factored into your bid.
 - i. The Buyer of Tract 1 shall assume all obligations under the existing Tax Increment Financing (T.I.F.) Agreement with Putnam County.
- 25. Tracts 1, 2 and 3 and part of Tract 4 have been taxed at a reduced Current Agricultural Use Value (CAUV). Buyer will be responsible for the payment of any CAUV recoupment taxes if Buyer converts the property to a non-agricultural use or if the property otherwise fails to qualify for CAUV due to any act or omission of Buyer.
 - 26. The Residential Property Disclosure Forms and lead-based paint disclosure forms for the homes on Tracts 1 and 4 are posted and shall be signed by the respective Buyer(s) of these tracts at the end of the auction.
 - 27. The Agency Disclosure Statement and Consumer Guide to Agency Relationships forms are available for your review in the auction display area. These forms shall be signed by the Buyer(s) of Tracts 1-4 at the end of the auction.

PART C – LIVESTOCK TRACTS:

- 28. A form of Livestock Purchase Agreement is included in your Bidder's Packet which contains the sale terms for the Livestock Tracts. The Livestock Purchase Agreement (including the applicable pages of Exhibit B) shall be signed by each purchaser of any or all of the Livestock Tracts.
- 29. 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 purchase price.
- 30. 100% of the purchase price shall be paid in full on or before **Friday, December 21, 2018** via **wire transfer** to the Auction Company's trust account.
- 31. Buyer assumes all risk of loss effective immediately after the auction.
- 32. If the Buyer of all or any of the livestock is also purchasing Tract 1, such Buyer will have the use and possession of the real estate (prior to the real estate closing) pursuant to the terms of a Lease in the form which is included in your Bidder's Packet.
- 33. If the Buyer of all or any of the livestock is **not** purchasing Tract 1, such Buyer shall pick up and transport the purchased livestock from Seller's premises, at the sole risk and expense of Buyer, on or before **12:00 o'clock Noon on Monday, December 24, 2018** (but not until the Auction Company has confirmed receipt of payment of the purchase price in full).

PART D – ALL TRACTS:

34. Information booklets have been provided to prospective buyers in printed form and/or via download from the auction website, including aerial maps, soil and topo maps, wetlands map, FSA information and maps, dairy site plan, dairy scorecard, milk check reports, property tax information, cattle summary and preliminary title insurance schedules. The information booklets were updated during the marketing period and the updated versions are available to review in the auction information area. Although believed to be from reliable sources, the information contained in the information booklets 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.
35. Your bids are to be based solely upon your inspection. All property is sold "AS IS" without any warranty. Without limiting the foregoing provisions, Seller and Auction Company and their respective agents and representatives make no warranty or authoritative representation with respect to: (a) zoning matters; (b) whether or not the property qualifies for any particular use; (c) availability or location of utilities; (d) availability of any permits (including building, driveway, water and/or septic permits); or (e) the accuracy of any materials or information prepared or provided by any third party regarding the auction and/or the property.
36. At the end of the auction, each high bidder shall execute the applicable purchase documents (as described above). All documents shall be executed in the same form as provided in the Bidder Packets unless and except to the extent any change is approved in writing by the Seller and Buyer and Compeer Financial (as the secured creditor).
37. Schrader Real Estate and Auction Company, Inc. and its agents and representatives are exclusively the agents of the Seller.
38. After the conclusion of bidding on the real estate and livestock, the equipment auction will be conducted on the following terms: (a) 3% Buyer's Premium; (b) 100% of the purchase price is due immediately via cash, check or credit card; and (c) an additional 4% fee will be charged for any payment by credit card.

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.**

(To be executed in connection with the purchase of Auction Tract 1.)

SILAGE PURCHASE AGREEMENT

This Silage Purchase Agreement is entered into by and between Van Ham Dairy, L.L.C., an Ohio limited liability company (“**Seller**”), and the individual(s) and/or entity(ies) signing below as Buyer(s) (hereinafter “**Buyer**”, whether one or more), in connection with a public auction conducted on December 20, 2018 (“**Auction**”) by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”) with respect to various assets of Seller offered in multiple auction tracts.

Buyer is executing this Silage Purchase Agreement as the high bidder at the Auction with respect to the particular assets which are identified in a separate agreement executed by the parties concurrently herewith consisting of an Agreement to Purchase and the exhibits incorporated therein (collectively, “**Asset Purchase Agreement**”), which assets consist of (or include) the land, improvements and dairy facilities located in Putnam County, Ohio and collectively identified for purposes of the Auction as “Tract 1” (“**Dairy Site**”).

This Silage Purchase Agreement pertains to the corn silage located at the Dairy Site (“**Silage**”) and three separate contracts dated August 30, 2018 (each a “**Vendor Contract**” and, collectively, the “**Vendor Contracts**”) pursuant to which Seller agreed to purchase the Silage from Ohio Farm Management, Vennekotter Farms and MVH Custom Work LLC (each a “**Silage Vendor**” and, collectively, the “**Silage Vendors**”). Copies of the respective Vendor Contracts are attached hereto as Exhibit 1.1, Exhibit 1.2 and Exhibit 1.3. The Vendor Contracts provide for installment payments based in part on the local elevator price in effect as of the month of payment, with title to the Silage passing incrementally as the installment payments are received by the respective Silage Vendors.

If Buyer purchases any or all of the livestock put up for bids at the Auction (“**Auction Livestock**”), Buyer will have the use and possession of the Dairy Site (prior to Buyer’s acquisition of title to the Dairy Site) pursuant to a separate lease agreement executed by Seller and Buyer concurrently herewith (“**Lease**”). If a third party purchases any or all of the Auction Livestock, such livestock is supposed to be removed from the Dairy Site by such third-party purchaser within the period of time expiring at 12:00 o’clock noon on December 24, 2018 (the “**Livestock Loadout Period**”) according to the Auction terms.

During the Livestock Loadout Period, the Silage will be used for the purpose of feeding the Auction Livestock at the Dairy Site, whether purchased by Buyer or by one or more third parties. It is estimated (but not promised or warranted) that 29,733 tons of Silage were delivered to the Dairy Site prior to the Auction and that approximately 3,291 tons will have been consumed through the end of the Livestock Loadout Period, leaving approximately 26,442 tons remaining at the end of the Livestock Loadout Period.

In any event, Buyer’s high bid with respect to Tract 1 at the Auction constitutes an agreement to purchase Seller’s interest in the Silage remaining at the Dairy Site as of the end of the Livestock Loadout Period (the “**Remaining Silage**”) and Seller’s interest in the Vendor Contracts, all in accordance with and subject to the terms and conditions of this Silage Purchase Agreement, and regardless of whether Buyer purchases any of the Auction Livestock.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Time of Transfer**. The transfer, sale and delivery of Seller’s interest with respect to the Remaining Silage and the Vendor Contracts pursuant to the terms of this Silage Purchase Agreement (“**Transfer**”) shall be effective immediately and automatically as of (but not until) the expiration of the Livestock Loadout Period (“**Time of Transfer**”); *provided, however*, if Buyer fails to timely deliver the Initial Cash Payment in accordance with Section 3 below, the foregoing provision shall not limit any right or remedy that Seller may have in connection with such failure. The Transfer shall not be effective prior to the end of the Livestock Loadout Period regardless of whether or not Buyer has purchased all or any of the Livestock. Subject to the foregoing provisions, the Transfer will be effective prior to (and Buyer’s obligations under this Silage Purchase Agreement shall not be contingent upon) the completion of Buyer’s acquisition of the Dairy Site and any other assets at the closing pursuant to the Asset Purchase Agreement.

2. **Sale and Purchase.** Subject to the terms and conditions of the Vendor Contracts and this Silage Purchase Agreement:

- 2.1 Seller hereby sells, transfers and delivers to Buyer all of Seller’s right, title and interest, as of the Time of Transfer, with respect to the Remaining Silage and the Vendor Contracts, including: (a) the title to the Remaining Silage (to the extent Seller has acquired such title as of the Time of Transfer); (b) the right to acquire title to the Remaining Silage in accordance with the terms of the Vendor Contracts (to the extent Seller has not acquired such title as of the Time of Transfer); and (c) all of Seller’s rights to possess and use the Remaining Silage pursuant to the terms of the Vendor Contracts.
- 2.2 Buyer agrees to: (a) purchase, accept and acquire all of such right, title and interest of Seller with respect to the Remaining Silage and the Vendor Contracts; (b) pay the Initial Cash Payment pursuant to Section 3 below; and (b) assume and pay the Monthly Payments pursuant to Section 4 below.

3. **Initial Cash Payment.** On or before December 21, 2018, Buyer shall deliver to Auction Company immediately available funds in the total amount of \$310,764.42 (the “**Initial Cash Payment**”), via confirmed wire transfer to an account designated by Auction Company, for immediate disbursement by Auction Company, as follows:

- 3.1 A portion of the Initial Cash Payment shall be disbursed by the Auction Company to the Silage Vendors in the respective amounts shown in Table A below (each a “**Cure Payment**” and, collectively, the “**Cure Payments**”), being the respective amounts that will cure any default in payment and bring the Vendor Contracts current (as acknowledged and confirmed by each of the respective Silage Vendors).
- 3.2 The balance of the Initial Cash Payment, in the amount of \$38,629.13 (“**Payment to Seller**”), shall be disbursed to Compeer Financial for credit to Seller, as shown in Table A. The Payment to Seller is an assumed value based on: (a) the sum of all pre-Auction payments made by or on behalf of Seller for amounts due under the Vendor Contracts; PLUS: (b) the approximate trucking costs incurred by Seller for the Remaining Silage based on the per-ton cost and an approximate projection of the remaining tonnage; LESS: (c) an assumed value of the Silage that will have been consumed through the end of the Livestock Loadout Period based on per-ton corn prices, harvesting costs and trucking costs and an approximate projection of the tons consumed.
- 3.3 The Initial Cash Payment shall be disbursed by Auction Company in accordance with Table A, as follows:

TABLE A	Amount:
To: Ohio Farm Mgmt (for Cure Payment pursuant to §3.1 above)	\$28,265.60
To: Vennekotter Farms (for Cure Payment pursuant to §3.1 above)	\$119,125.68
To: MVH Custom Work (for Cure Payment pursuant to §3.1 above)	\$124,744.01
Total Cure Payments:	\$272,135.29
To: Compeer Financial (for Payment to Seller pursuant to §3.2 above)	\$38,629.13
Total Disbursements of Initial Cash Payment:	\$310,764.42

4. **Monthly Payments.** Buyer shall assume and pay all monthly installment payments owed to the Silage Vendors for the remaining balances due under the respective Vendor Contracts after the Cure Payments are credited to each respective account (each a “**Monthly Payment**” and, collectively, the “**Monthly Payments**”). With respect to each Silage Vendor, the amount due for each Monthly Payment will be based on: (a) that portion of the total tonnage delivered by such Silage Vendor which remains unpaid after the Cure Payments are credited (“**Unpaid Tonnage**”), divided by the number of Monthly Payments in order to arrive at the monthly tonnage amount to which the Per Ton Price will be applied; (b) the price per bushel posted at the applicable local elevator

on the first tracking day of the month in which a payment is due, multiplied by eight to arrive at the per ton price (“**Per Ton Price**”); and (c) the total remaining balance, if any, owed to the Silage Vendor for harvesting costs after credit for the Cure Payments (“**Unpaid Harvesting Costs**”), divided by the number of Monthly Payments. The Monthly Payments shall be paid directly to the Silage Vendors, as follows:

- 4.1 With respect to **Ohio Farm Management**, the Cure Payment shown in Table A will constitute full payment and satisfaction of all obligations to Ohio Farm Management under its Vendor Contract. Thus, after crediting the Cure Payment, there will be no Monthly Payments owed to Ohio Farm Management.
- 4.2 With respect to **Vennekotter Farms**: (a) the Monthly Payments will be due on January 17, 2019 and the same day of each month thereafter until and including June 17, 2019, for a total of six Monthly Payments; (b) the Unpaid Tonnage will be 4,068.5, to be divided equally between the six Monthly Payments to arrive at the monthly tonnage amount to which the Per Ton Price will be applied; (c) the Per Ton Price for each Monthly Payment will be the price per bushel posted at Poet Elevator on the first tracking day of the month in which the payment is due, multiplied by eight; and (d) there are no Unpaid Harvesting Costs.
- 4.3 With respect to **MVH Custom Work LLC**: (a) the Monthly Payments will be due on January 17, 2019 and the same day of each month thereafter until and including June 17, 2019, for a total of six Monthly Payments; (b) the Unpaid Tonnage will be 13,896, to be divided equally between the six Monthly Payments to arrive at the monthly tonnage amount to which the Per Ton Price will be applied; (c) the Per Ton Price for each Monthly Payment will be the price per bushel posted at North Creek Elevator on the first tracking day of the month in which the payment is due, multiplied by eight; and (d) the total Unpaid Harvesting Costs will be \$169,924.10, to be divided equally between (and paid as part of) each of the six Monthly Payments.
- 4.4 The actual amount due for each Monthly Payment will depend on the applicable Per Ton Price, which may vary from month to month. However, solely for purposes of illustration, the amounts of the Monthly Payments are **estimated** in Table B, below, based on an estimated Per Ton Price of \$29.28. Assuming a constant Per Ton Price of \$29.28 (for purposes of illustration), Buyer would be required to pay Monthly Payments in the total sum of \$695,924.66, estimated as follows:

TABLE B	Ohio Farm Mgmt	Vennekotter Farms	MVH Custom Work LLC	Total:
Unpaid Tonnage	- 0 -	4,068.5	13,896	17,964.5
Unpaid Tonnage ÷ 6:	-	678	2,316	2,994
Estimated Per Ton Price:	-	@ \$29.28	@ \$29.28	@ \$29.28
Subtotal:	- 0 -	\$19,854.28	\$67,812.48	\$87,666.76
Unpaid Harvesting Costs ÷ 6:	- 0 -	\$0.00	\$28,320.68	\$28,320.68
Estimated Monthly Payment:	- 0 -	\$19,854.28	\$96,133.16	\$115,987.44
Number of Payments:	-	6	6	6
Est. Total of all Monthly Pmts:	- 0 -	\$119,125.68	\$576,798.98	\$695,924.66

5. **No Adjustment.** The Cure Payments and the Monthly Payments represent sums due under the Vendor Contracts and are not subject to adjustment (although the Monthly Payment amounts may vary from month to month as provided in the Vendor Contracts). The Payment to Seller is based on assumed projections and values, but no promise, representation or warranty is made or implied as to any such projections and/or values and the Payment to Seller shall not be subject to adjustment. The parties agree that the amounts to be paid and assumed by Buyer under this Silage Purchase Agreement shall represent the price for the Remaining Silage to be acquired by Buyer, regardless of the actual quantity and value of the Remaining Silage (which will depend, in part, on how much Silage is used after the Auction and during the Livestock Loadout Period). In any event, Buyer acknowledges and agrees that: (a) no promise, representation or warranty is made or implied as to the actual quantity or value of the Remaining Silage; (b) Buyer shall incur no additional charge and shall receive no additional credit regardless

of the extent to which the Silage may be used during the Livestock Loadout Period to feed the Auction Livestock (if any) purchased by Buyer and/or the Auction Livestock (if any) purchased by one or more third party(ies); and (c) any uncertainty or risk as to the actual quantity or value of the Remaining Silage has been factored into the amount of Buyer's high bid at the Auction.

6. **Possession and Use of Silage; Risk of Loss.** Buyer shall acquire all rights of Seller with respect to the possession and use of the Remaining Silage effective as of the Time of Transfer, subject to the terms, conditions and limitations of the Vendor Contracts and this Silage Purchase Agreement. Buyer assumes all risk of loss and damage to the Remaining Silage effective as of the Time of Transfer. Buyer agrees to purchase and acquire the Remaining Silage notwithstanding any depletion due to feeding during the Livestock Loadout Period and notwithstanding any normal spoilage prior to the Time of Transfer. Until the Time of Transfer, Seller shall not cause or permit any of the Silage to be moved from the Dairy Site or otherwise used or disposed of except for the purpose of feeding any of the Auction Livestock at the Dairy Site in the usual manner during the Livestock Loadout Period.

7. **Assignment and Assumption of Vendor Contracts.** Effective as of the Time of Transfer: (a) Seller assigns to Buyer all of Seller's rights under the Vendor Contracts; and (b) Buyer accepts such assignment and assumes all obligations of Seller under the Vendor Contracts. Such assignment, acceptance and assumption shall be effective immediately and automatically as of the Time of Transfer, without the execution of a separate instrument of assignment and assumption and without any warranty or representation of any kind with respect to the rights assigned and/or the obligations assumed. As a material part of the consideration for this Silage Purchase Agreement, Buyer agrees: (i) to pay all sums owed to the Silage Vendors and otherwise perform all obligations assumed by Buyer with respect to the Vendor Contracts; and (ii) to indemnify and hold harmless Seller from and against any claims, liabilities and expenses, including attorney's fees, asserted against and/or incurred by Seller in connection with and/or as a result of any default in the payment and/or performance of any obligation assumed by Buyer with respect to the Vendor Contracts.

8. **No Warranties.** Any description of any property and/or property rights is for identification purposes and does not constitute a warranty of any kind, express or implied. Buyer is responsible for having investigated, inspected and/or verified the type, character, quality and condition of the property and property rights that are the subject of this Silage Purchase Agreement prior to bidding at the Auction. **ALL PROPERTY AND PROPERTY RIGHTS THAT ARE THE SUBJECT OF THIS AGREEMENT ARE SOLD "AS IS", WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING PROVISION, SELLER, AUCTION COMPANY AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER OR AUCTION COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES.**

9. **Title; Security Interest.** Notwithstanding any other provision, the parties intend that Seller's right, title and interest with respect to the Remaining Silage and the Vendor Contracts shall not vest in Buyer until the Initial Payment has been received by Auction Company. In any event, Buyer hereby grants to Seller a purchase money security interest with respect to the Remaining Silage and the Vendor Contracts (to the extent of any and all title and interest acquired by Buyer therein, regardless of the time of vesting) to secure the payment and performance of Buyer's obligations under this Silage Purchase Agreement and/or any of the Related Agreements, including but not limited to Buyer's obligations in the event that any Payment Defect occurs and/or continues with respect to the Initial Cash Payment after any such title and/or interest has vested in Buyer. **"Payment Defect"** refers to any failure, default, deficiency, defect, chargeback, reversal, mistake and/or fraud with respect to the delivery of the Initial Payment. Seller is hereby authorized to file a financing statement reflecting its security interest. Until the complete satisfaction of all of Buyer's obligations under this Silage Purchase Agreement, Buyer shall not cause or permit any of the Remaining Silage to be moved from the Dairy Site or otherwise used or disposed of except for the purpose of feeding livestock at the Dairy Site in the ordinary course of business.

10. **Other Liens.** Seller's right, title and interest with respect to the Remaining Silage and the Vendor Contracts shall be transferred to Buyer free and clear of all liens and security interests except: (a) the security interests granted to the Silage Vendors pursuant to the terms of the Vendor Contracts to secure the payment of all

amounts due under the Vendor Contracts; and (b) the security interest granted pursuant Section 10 above to secure the payment and performance of Buyer's obligations to Seller under this Silage Purchase Agreement.

11. **Default; Remedies.** In the event of any nonpayment, nonperformance, breach and/or default with respect to any obligation(s) of Buyer under this Agreement, including but not limited to any Payment Defect with respect to the delivery of the Initial Payment, Seller shall have the right to: (a) enter upon the premises where the Silage is located; and/or (b) take possession of the Silage and/or remove the Silage from such premises; and/or (c) exercise any and all rights of a secured party under the Ohio Uniform Commercial Code; and/or (d) exercise any other lawful remedy available to Seller; *provided, however,* Seller's rights under this Silage Purchase Agreement are subject to the rights of the Silage Vendors under the terms of the Vendor Contracts. Without limiting the foregoing provisions, in the event of a Payment Defect with respect to the delivery of the Initial Payment, Seller shall have the right to terminate this Silage Purchase Agreement.

12. **Related Agreements.** As a material part of the consideration for this Silage Purchase Agreement, Buyer agrees to perform all obligations of Buyer under (a) this Silage Purchase Agreement, (b) the Asset Purchase Agreement executed by the parties concurrently herewith, (c) the Livestock Purchase Agreement executed by the parties concurrently herewith, if applicable, and (d) the Lease executed by the parties concurrently herewith, if applicable (collectively, the "Related Agreements"). Any non-performance, breach and/or default with respect to Buyer's obligation(s) under any of the Related Agreements shall constitute a default with respect to Buyer's obligations under each of the Related Agreements. In the event of any default with respect to Buyer's obligation(s) under any of the Related Agreements, Seller shall have the right to exercise and enforce all rights and remedies available to Seller under any or all of the Related Agreements.

IN WITNESS WHEREOF, this Silage Purchase Agreement is signed effective as of December 20, 2018.

BUYER:

Printed Name(s) of Individual Buyer(s) or Buyer Entity

(By) _____
Signature(s) of Buyer(s)
(or authorized individual/s signing on behalf of a Buyer Entity)

Name(s) & Office/Capacity (if signing on behalf of a Buyer Entity)

SELLER:

VAN HAM DAIRY LLC
By its duly-authorized members:

Johannes Cornelis Trudo Maria van Ham

Adrianna Josephina Carolina M. van Ham-Voeten

EXHIBIT 1.1

AGREEMENT FOR SALE OF FEED AND SECURITY AGREEMENT

THIS AGREEMENT FOR SALE OF FEED AND SECURITY AGREEMENT (the "Agreement") is effective as of August 30, 2018 (the "Effective Date") by and between Van Ham Dairy, L.L.C. ("VHD") ("Buyer"), and Ohio Farm Management ("Seller").

RECITALS

- A. VHD is in the business of raising and milking dairy cows, and Seller is in the business of raising crops for sale on the retail market.
- B. Buyer desires to purchase corn silage ("Silage") from Seller for use in Buyer's dairy operations, and Seller desires to sell Silage to Buyer, all in accordance with the terms of this Agreement.

AGREEMENT

Section 1. Term

1.1 Term of Agreement. Unless earlier terminated by either party in accordance with Section 10, the term of this Agreement shall be one (1) year, commencing on the Effective Date and ending one (1) year thereafter.

Section 2. Corn Silage

During the term of this Agreement Seller shall sell to Buyer Silage of the type, quantity, quality and price as set forth below:

- 2.1 Quantity of Corn Silage. Seller agrees to sell 153 acres and Buyer agrees to purchase 153 acres of standing corn for Silage.
- 2.2 Harvest Process. Buyer shall have full and complete control of the following harvesting items and shall coordinate the harvest process with Seller and the custom harvester. The goal is to harvest Silage with a dry matter content of 35% (range 30% to 40% dry matter).
- 2.3 Quantity. The tons of Silage harvested will be adjusted to 35% dry matter. The method of weighing and testing shall be conducted as described in Section 3.
- 2.4 Monthly Corn Price. The monthly corn price shall be equal to the price per bushel posted at Rivercrest Elevator on the first tracking day of the month in which a payment to Seller is due (the "Monthly Corn Price"), and the Monthly Corn Price shall be re-established each month when a payment is due to Seller under the terms of this Agreement.
- 2.5 Purchase Price. The purchase price for each ton of 35% dry matter Silage delivered to Buyer shall be equal to the applicable Monthly Corn Price multiplied by eight (8) (the "Purchase Price").

2.6 Payment. Upon completion of the harvest, Seller and Buyer shall jointly determine the total tons of 35% dry matter Silage that was delivered to Buyer. Buyer shall pay to Seller the total amount owed for such Silage, as provided in paragraph 2.5 above. The balance shall be paid in equal monthly installments over 3 months, beginning on October 1st 2018. Each monthly installment shall be made by the 17th day of the month. Each monthly installment shall be equal to 1/3rd of the balance due. The final two payments will deduct the cost to pump manure on the 153 acres

2.7 Delivery. Buyer shall harvest and transport Seller's standing corn between August 2018 and September 2018 and deliver the Silage to Buyer. Buyer shall be responsible for all harvesting, hauling, and ensiling costs associated with converting the standing corn into Silage.

Section 3. Method of Weighing and Testing

The following testing and other activities shall be staffed and paid for by Buyer. Seller may have a representative present at any or all time to observe or assist with the weighing and testing procedure.

3.1 Load Weights. Every load of Silage delivered to Buyer shall be weighed. The delivered weight of the Silage shall be equal to the weight of the loaded truck less the weight of the empty truck.

3.2 Moisture Samples. A Silage sample of every load delivered to Buyer shall be taken. Samples shall be organized by field, and a minimum of one (4) samples per field shall be tested. Buyer shall operate several Koster moisture testers to determine the dry matter content of the Silage as it is being delivered.

Section 4. Insurance

Buyer shall cause the Silage located on VHD's premises to be insured at its expense with customary coverage and limits, naming Seller as an additional insured in such policy. If Buyer fails to maintain such insurance during any period in which Silage is in stored and monies remain owed to Seller, Seller shall send a written notification to Buyer of such deficiency, and Buyer shall have thirty (30) days to obtain coverage in accordance with the terms of this Agreement.

Section 5. Seller's Warranty

Seller warrants that the Silage shall be free from any security interest or other lien or encumbrance at the time of harvest.

Section 6. Transfer of Title

Title to the Silage shall pass to Buyer in equal increments upon Seller's receipt of each installment payment from Buyer of the total tonnage harvested. Seller agrees that the Silage shall

be free from any security interest or other lien or encumbrance at the time Buyer takes title to the Silage.

Section 7. Security Interest

7.1 Security Interest. Buyer grants Seller a purchase money security interest in the Silage that is the subject of this Agreement (the "Security Interest").

7.2 Obligations Secured. The Security Interest secures the payment to Seller of any and all amounts which are or may hereafter become due to Seller from Buyer under this Agreement and remain unpaid.

7.3 Financing Statements. Buyer authorizes Seller to file one or more financing statements or other instruments against VHD in accordance with the Uniform Commercial Code as enacted in Ohio, for the purpose of perfecting Seller's Security Interest in the Silage, using the following language describing the collateral securing the security interest: "Corn Silage located at Debtor's business and produced by secured party in 2018 up to the amount of any unpaid debt owed by Debtor to Seller for corn Silage produced in 2018".

7.4 Termination. The Security Interest shall be immediately terminated by Seller whenever no obligation is due and owing from Buyer to Seller under this Agreement. Seller shall terminate the Security Interest by filing a termination statement in accordance with the Uniform Commercial Code as enacted in Ohio. Seller shall provide a copy of the termination statement to Buyer within five (5) days of filing such termination statement. If Seller fails to terminate the Security Interest within (10) days after receiving a demand from Buyer that includes commercially reasonable evidence that no further obligation is due and owing from Buyer to Seller under this Agreement, Buyer shall have the right to terminate the Security Interest in accordance with the Uniform Commercial Code as enacted in Ohio.

Section 8. Maintenance and Location of Collateral

8.1 Maintenance. Buyer shall maintain the Silage in good quality and condition, normal spoilage excepted.

8.2 Location. The Silage shall not be removed from Buyer's property, except in the ordinary course of business, without the written consent of Seller.

Section 9. Sale or Transfer

The Silage shall not be sold, leased, or disposed of in any manner, except in the ordinary course of business, without the written consent of Seller.

Section 10. Defaults; Remedy on Default

10.1 Default. The occurrence of one or more of the following shall be a "Default" under this Agreement:

10.1.1 If either party shall fail to observe or perform in any material respect any provision of this Agreement, and such failure shall continue for thirty (30) calendar days after written notice to such party of such failure; or

10.1.2 If Seller should become the subject of any voluntary or involuntary bankruptcy, receivership or other insolvency proceedings or make an assignment or other arrangement for the benefit of its creditors, and in the event such proceeding is involuntary, such petition or action is not discharged within thirty (30) calendar days after filing.

10.2 Remedies.

10.2.1 After the occurrence of a Default by Seller, Buyer may (but is not required to) terminate this Agreement, and upon such termination: (a) Seller shall remove the remaining Silage from Buyer's premises at its sole expense; (b) all payments to Seller from Buyer shall cease, and no further monies shall be owed to Seller; and (c) Buyer shall have the right to file a termination statement to terminate the Security Interest in accordance with the Uniform Commercial Code as enacted in Ohio. If Buyer shall otherwise have all rights and remedies available to Buyer under the Uniform Commercial Code, the laws of the State of Ohio and otherwise at law and equity.

10.2.2 After the occurrence of a Default by Buyer, Seller may (a) enter Buyer's premises where the Silage is located and take possession of the Silage or remove the Silage from such premises; (b) terminate this Agreement; and (c) pursue all the rights and remedies of a secured party under the Ohio Uniform Commercial Code and any other applicable laws.

Section 11. Miscellaneous Provisions

11.1. Authority. Each of the parties to this Agreement represents and warrants to the other party that each individual executing this Agreement on such party's behalf is duly authorized to execute and deliver this Agreement, and that this Agreement, when executed and delivered, shall constitute a legal and binding obligation of such party in every respect.

11.2. Notice. All notices and demands required or permitted by this Agreement shall be in writing addressed to the relevant address set forth below or such other relevant address as may be specified in writing by the relevant party. All notices, demands, and payments required or permitted by this Agreement shall be deemed properly made: (a) upon personal delivery; (b) three (3) business days after deposit in the United States mail, postage prepaid, registered or certified mail; or (c) one (1) business day after deposit with a recognized overnight courier, postage prepaid. Proof of sending any notice, demand, or payment shall be the responsibility of the sender.

If to Buyer:

Jan van Ham
c/o Van Ham Dairy LLC
7089 Road 22
Conneaut, OH 45831-8830

If to Seller:

Ohio Farm Management
8935 Harding Highway
Lima, OH 45801


9/12/18

11.3. Applicable Law. The terms and conditions of this Agreement shall be governed, construed, interpreted, and enforced in accordance with the domestic laws of the State of Ohio, without regard to its conflict of laws principles.

11.4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of parties and their respective successors and assigns.

11.5. Assignment. Neither party may assign, which includes a change of control, this Agreement without the prior written consent of the other party, except that Buyer may freely assign all or a portion of its rights under this Agreement to any purchaser of the assets of VHD.

11.6. Modification. This Agreement cannot be amended, altered or modified, unless done so in a writing, signed by a duly authorized representative of the party against whom such modification is sought to be enforced.

11.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. The provisions of this Agreement shall supersede all contemporaneous oral agreements, communications, and understandings and all prior oral and written communications, agreements, and understandings between the parties with respect to the subject matter of this Agreement.

11.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding agreement when each party shall have executed one counterpart and delivered it to the other party.

Date: **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective

BUYER:

Van Ham Dairy, LLC

By: 
Jan Van Ham
Member

SELLER:

Ohio Farm Management

By: 

Name: Kevin Kirby
Title: Member

EXHIBIT 1.2

AGREEMENT FOR SALE OF FEED AND SECURITY AGREEMENT

THIS AGREEMENT FOR SALE OF FEED AND SECURITY AGREEMENT (the "Agreement") is effective as of August 30, 2018 (the "Effective Date") by and between Van Ham Dairy, L.L.C. ("VHD") ("Buyer"), and Vennskoter Farms ("Seller").

RECITALS

- A. VHD is in the business of raising and milking dairy cows, and Seller is in the business of raising crops for sale on the retail market.
- B. Buyer desires to purchase corn silage ("Silage") from Seller for use in Buyer's dairy operations, and Seller desires to sell Silage to Buyer, all in accordance with the terms of this Agreement.

AGREEMENT

Section 1. Term

1.1 Term of Agreement. Unless earlier terminated by either party in accordance with Section 10, the term of this Agreement shall be one (1) year, commencing on the Effective Date and ending one (1) year thereafter.

Section 2. Corn Silage

During the term of this Agreement Seller shall sell to Buyer Silage of the type, quantity, quality and price as set forth below:

2.1 Quantity of Corn Silage. Seller agrees to sell 365 acres and Buyer agrees to purchase 365 acres of standing corn for Silage.

2.2 Harvest Process. Buyer shall have full and complete control of the following harvesting items and shall coordinate the harvest process with Seller and the custom harvester. The goal is to harvest Silage with a dry matter content of 35% (range 30% to 40% dry matter).

2.3 Quantity. The tons of Silage harvested will be adjusted to .35% dry matter. The method of weighing and testing shall be conducted as described in Section 3.

2.4 Monthly Corn Price. The monthly corn price shall be equal to the price per bushel posted at Port Elevator on the first tracking day of the month in which a payment to Seller is due (the "Monthly Corn Price"), and the Monthly Corn Price shall be re-established each month when a payment is due to Seller under the terms of this Agreement.

2.5 Purchase Price. The purchase price for each ton of 35% dry matter Silage delivered to Buyer shall be equal to the applicable Monthly Corn Price multiplied by eight (8) (the "Purchase Price").

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2.6 Payment. Upon completion of the harvest, Seller and Buyer shall jointly determine the total tons of 35% dry matter Silage that was delivered to Buyer. Buyer shall pay to Seller the total amount owed for such Silage, as provided in paragraph 2.5 above. A down payment equal to one half the total value of corn silage shall be paid around October 15, 2018. The balance shall be paid in equal monthly installments over 6 months, beginning in the month of January 2019. Each monthly installment shall be made by the 17th day of the month. Each monthly installment shall be equal to 1/6th of the balance due.

2.7 Delivery. Buyer shall harvest and transport Seller's standing corn between August 2018 and September 2018 and deliver the Silage to Buyer. Buyer shall be responsible for all harvesting, hauling, and ensiling costs associated with converting the standing corn into Silage.

Section 3. Method of Weighing and Testing

The following testing and other activities shall be staffed and paid for by Buyer. Seller may have a representative present at any or all time to observe or assist with the weighing and testing procedure.

3.1 Load Weights. Every load of Silage delivered to Buyer shall be weighed. The delivered weight of the Silage shall be equal to the weight of the loaded truck less the weight of the empty truck.

3.2 Moisture Samples. A Silage sample of every load delivered to Buyer shall be taken. Samples shall be organized by field, and a minimum of one (4) samples per field shall be tested. Buyer shall operate several Koster moisture testers to determine the dry matter content of the Silage as it is being delivered.

Section 4. Insurance

Buyer shall cause the Silage located on VHD's premises to be insured at its expense with customary coverage and limits, naming Seller as an additional insured, in such policy. If Buyer fails to maintain such insurance during any period in which Silage is in stored and monies remain owed to Seller, Seller shall send a written notification to Buyer of such deficiency, and Buyer shall have thirty (30) days to obtain coverage in accordance with the terms of this Agreement.

Section 5. Seller's Warranty

Seller warrants that the Silage shall be free from any security interest or other lien or encumbrance at the time of harvest.

Section 6. Transfer of Title

Title to the Silage shall pass to Buyer in equal increments upon Seller's receipt of each installment payment from Buyer of the total tonnage harvested. Seller agrees that the Silage shall

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be free from any security interest or other lien or encumbrance at the time Buyer takes title to the Silage.

Section 7. Security Interest

7.1 Security Interest. Buyer grants Seller a purchase money security interest in the Silage that is the subject of this Agreement (the "Security Interest").

7.2 Obligations Secured. The Security Interest secures the payment to Seller of any and all amounts which are or may hereafter become due to Seller from Buyer under this Agreement and remain unpaid.

7.3 Financing Statements. Buyer authorizes Seller to file one or more financing statements or other instruments against VHD in accordance with the Uniform Commercial Code as enacted in Ohio, for the purpose of perfecting Seller's Security Interest in the Silage, using the following language describing the collateral securing the security interest: "Corn Silage located at Debtor's business and produced by secured party in 2018 up to the amount of any unpaid debt owed by Debtor to Seller for corn Silage produced in 2018".

7.4 Termination. The Security Interest shall be immediately terminated by Seller whenever no obligation is due and owing from Buyer to Seller under this Agreement. Seller shall terminate the Security Interest by filing a termination statement in accordance with the Uniform Commercial Code as enacted in Ohio. Seller shall provide a copy of the termination statement to Buyer within five (5) days of filing such termination statement. If Seller fails to terminate the Security Interest within (10) days after receiving a demand from Buyer that includes commercially reasonable evidence that no further obligation is due and owing from Buyer to Seller under this Agreement, Buyer shall have the right to terminate the Security Interest in accordance with the Uniform Commercial Code as enacted in Ohio.

Section 8. Maintenance and Location of Collateral

8.1 Maintenance. Buyer shall maintain the Silage in good quality and condition, normal spoilage excepted.

8.2 Location. The Silage shall not be removed from Buyer's property, except in the ordinary course of business, without the written consent of Seller.

Section 9. Sale or Transfer

The Silage shall not be sold, leased, or disposed of in any manner, except in the ordinary course of business, without the written consent of Seller.

Section 10. Defaults; Remedy on Default

10.1 Default. The occurrence of one or more of the following shall be a "Default" under this Agreement:

10.1.1 If either party shall fail to observe or perform in any material respect any provision of this Agreement, and such failure shall continue for thirty (30) calendar days after written notice to such party of such failure; or

10.1.2 If Seller should become the subject of any voluntary or involuntary bankruptcy, receivership or other insolvency proceedings or make an assignment or other arrangement for the benefit of its creditors, and in the event such proceeding is involuntary, such petition or action is not discharged within thirty (30) calendar days after filing.

10.2 Remedies.

10.2.1 After the occurrence of a Default by Seller, Buyer may (but is not required to) terminate this Agreement, and upon such termination: (a) Seller shall remove the remaining Silage from Buyer's premises at its sole expense; (b) all payments to Seller from Buyer shall cease, and no further monies shall be owed to Seller; and (c) Buyer shall have the right to file a termination statement to terminate the Security Interest in accordance with the Uniform Commercial Code as enacted in Ohio. If Buyer shall otherwise have all rights and remedies available to Buyer under the Uniform Commercial Code, the laws of the State of Ohio and otherwise at law and equity.

10.2.2 After the occurrence of a Default by Buyer, Seller may (a) enter Buyer's premises where the Silage is located and take possession of the Silage or remove the Silage from such premises; (b) terminate this Agreement; and (c) pursue all the rights and remedies of a secured party under the Ohio Uniform Commercial Code and any other applicable laws.

Section 11. Miscellaneous Provisions

11.1. Authority. Each of the parties to this Agreement represents and warrants to the other party that each individual executing this Agreement on such party's behalf is duly authorized to execute and deliver this Agreement, and that this Agreement, when executed and delivered, shall constitute a legal and binding obligation of such party in every respect.

11.2. Notice. All notices and demands required or permitted by this Agreement shall be in writing addressed to the relevant address set forth below or such other relevant address as may be specified in writing by the relevant party. All notices, demands, and payments required or permitted by this Agreement shall be deemed properly made: (a) upon personal delivery; (b) three (3) business days after deposit in the United States mail, postage prepaid, registered or certified mail, or (c) one (1) business day after deposit with a recognized overnight courier, postage prepaid. Proof of sending any notice, demand, or payment shall be the responsibility of the sender.

If to Buyer: Jan van Ham
c/o Van Ham Dairy LLC
7089 Road 22
Continental, OH 45831-8830

If to Seller: Vennekoter Farms
8253 Road 18
Continental, OH 45831

11.3. Applicable Law. The terms and conditions of this Agreement shall be governed, construed, interpreted, and enforced in accordance with the domestic laws of the State of Ohio, without regard to its conflict of laws principles.

11.4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of parties and their respective successors and assigns.

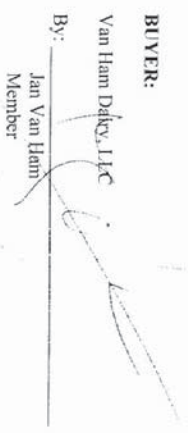
11.5. Assignment. Neither party may assign, which includes a change of control, this Agreement without the prior written consent of the other party, except that Buyer may freely assign all or a portion of its rights under this Agreement to any purchaser of the assets of VHD.

11.6. Modification. This Agreement cannot be amended, altered or modified, unless done so in a writing, signed by a duly authorized representative of the party against whom such modification is sought to be enforced.

11.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. The provisions of this Agreement shall supersede all contemporaneous oral agreements, communications, and understandings and all prior oral and written communications, agreements, and understandings between the parties with respect to the subject matter of this Agreement.

11.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding agreement when each party shall have executed one counterpart and delivered it to the other party.

Date: _____
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective

BUYER:
Van Ham Dairy, LLC
By: 
Jan Van Ham
Member

SELLER:
Vennekoter Farms
By: 
Name: KENNETH VENNEKOTER
Title: PRESIDENT

EXHIBIT 1.3

AGREEMENT FOR SALE OF FEED AND SECURITY AGREEMENT

THIS AGREEMENT FOR SALE OF FEED AND SECURITY AGREEMENT (the "Agreement") is effective as of August 30, 2018 (the "Effective Date") by and between Van Ham Dairy, L.L.C. ("VHD") ("Buyer"), and MVH Custom Work LLC ("Seller").

RECITALS

- A. VHD is in the business of raising and milking dairy cows, and Seller is in the business of raising crops for sale on the retail market and harvesting the crops Seller purchases.
- B. Buyer desires to purchase corn silage ("Silage") from Seller for use in Buyer's dairy operations and to engage Seller to harvest Silage, and Seller desires to sell Silage to Buyer and harvest Buyer's Silage, all in accordance with the terms of this Agreement.

AGREEMENT

Section 1. Term

1.1 Term of Agreement. Unless earlier terminated by either party in accordance with Section 10, the term of this Agreement shall be one (1) year, commencing on the Effective Date and ending one (1) year thereafter.

Section 2. Corn Silage

During the term of this Agreement Seller shall sell to Buyer Silage of the type, quantity, quality and price as set forth below:

2.1 **Quantity of Corn Silage.** Seller agrees to sell 1153 acres and Buyer agrees to purchase 1153 acres of standing corn for Silage ("MVH Silage").

2.2 **Harvest Process.** Buyer shall have full and complete control of the following harvesting items and shall coordinate the harvest process with Seller and the custom harvester. The goal is to harvest Silage with a dry matter content of 35% (range 30% to 40% dry matter).

2.3 **Quantity.** The tons of MVH Silage harvested will be adjusted to 35% dry matter. The method of weighing and testing shall be conducted as described in Section 3.

2.4 **Monthly Corn Price.** The monthly corn price shall be equal to the price per bushel posted at North Creek Elevator on the first tracking day of the month in which a payment to Seller is due (the "Monthly Corn Price"), and the Monthly Corn Price shall be re-established each month when a payment is due to Seller under the terms of this Agreement.

2.5 **Purchase Price.** The purchase price for each ton of 35% dry matter MVH Silage delivered to Buyer shall be equal to the applicable Monthly Corn Price multiplied by eight (8) (the "Silage Price").

2.6 **Harvest.** Seller shall harvest all of the Silage Buyer buys for the 2018 harvest season ("Total Harvest Silage"). Buyer shall pay Seller \$7.62 per delivered ton of Silage ("Harvest Cost" and together with the Silage Price, the "Purchase Price"). The Harvest Cost shall be paid in eight equal installments per the payment scheduled as provided in paragraph 2.7 below.

2.7 **Payment.** Upon completion of the harvest, Seller and Buyer shall jointly determine the total tons of 35% dry matter MVH Silage that was delivered to Buyer and the Total Harvest Silage tons. Buyer shall pay to Seller the Silage Price, as provided in paragraph 2.5 above and shall pay total Harvest Cost. The Purchase Price shall be paid in equal monthly installments over 8 months, beginning in the month of November 2018. Each monthly installment shall be made by the 17th day of the month. Each monthly installment shall be equal to 1/8th of the total the Purchase Price.

2.8 **Delivery.** Buyer shall harvest and transport the Silage between August 2018 and September 2018 and deliver the Total Harvest Silage to Buyer. Buyer shall be responsible for all harvesting, hauling, and ensiling costs associated with converting the standing corn into Silage as set forth in this Agreement.

Section 3. Method of Weighing and Testing

The following testing and other activities shall be staffed and paid for by Buyer. Seller may have a representative present at any or all time to observe or assist with the weighing and testing procedure.

3.1 **Load Weights.** Every load of MVH Silage and of the Total Harvest Silage delivered to Buyer shall be weighed. The delivered weight of all Silage shall be equal to the weight of the loaded truck less the weight of the empty truck.

3.2 **Moisture Samples.** A Silage sample of every load delivered to Buyer shall be taken. Samples shall be organized by field, and a minimum of one (4) samples per field shall be tested. Buyer shall operate several Koster moisture testers to determine the dry matter content of the Silage as it is being delivered.

Section 4. Insurance

Buyer shall cause the Total Harvest Silage located on VHD's premises to be insured at its expense with customary coverage and limits, naming Seller as an additional insured in such policy. If Buyer fails to maintain such insurance during any period in which Silage is in stored and monies remain owed to Seller, Seller shall send a written notification to Buyer of such deficiency, and Buyer shall have thirty (30) days to obtain coverage in accordance with the terms of this Agreement.

Section 5. Seller's Warranty

Seller warrants that the Silage shall be free from any security interest or other lien or encumbrance at the time of harvest.

Section 6. Transfer of Title

Title to the MVH Silage shall pass to Buyer in equal increments upon Seller's receipt of each installment payment from Buyer of the total tonnage harvested.

Section 7. Security Interest

7.1 Security Interest. Buyer grants Seller a purchase money security interest in the Silage that is the subject of this Agreement (the "Security Interest") and a security interest in the Total Harvest Silage.

7.2 Obligations Secured. The Security Interest secures the payment to Seller of any and all amounts which are or may hereafter become due to Seller from Buyer under this Agreement and remain unpaid.

7.3 Financing Statements. Buyer authorizes Seller to file one or more financing statements or other instruments against VHD in accordance with the Uniform Commercial Code as enacted in Ohio, for the purpose of perfecting Seller's Security Interest in the Silage, using the following language describing the collateral securing the security interest: "Corn Silage located at Debtor's business and produced or harvested by secured party in 2018 up to the amount of any unpaid debt owed by Debtor to Seller for corn Silage produced in 2018".

7.4 Termination. The Security Interest shall be immediately terminated by Seller whenever no obligation is due and owing from Buyer to Seller under this Agreement. Seller shall terminate the Security Interest by filing a termination statement in accordance with the Uniform Commercial Code as enacted in Ohio. Seller shall provide a copy of the termination statement to Buyer within five (5) days of filing such termination statement. If Seller fails to terminate the Security Interest within (10) days after receiving a demand from Buyer that includes commercially reasonable evidence that no further obligation is due and owing from Buyer to Seller under this Agreement, Buyer shall have the right to terminate the Security Interest in accordance with the Uniform Commercial Code as enacted in Ohio.

Section 8. Maintenance and Location of Collateral

8.1 Maintenance. Buyer shall maintain the Total Harvest Silage in good quality and condition, normal spoilage excepted.

8.2 Location. The Total Harvest Silage shall not be removed from Buyer's property, except in the ordinary course of business, without the written consent of Seller.

Section 9. Sale or Transfer

The Total Harvest Silage shall not be sold, leased, or disposed of in any manner, except in the ordinary course of business, without the written consent of Seller.

Section 10. Defaults; Remedy on Default

10.1 Default. The occurrence of one or more of the following shall be a "Default" under this Agreement:

10.1.1 If either party shall fail to observe or perform in any material respect any provision of this Agreement, and such failure shall continue for thirty (30) calendar days after written notice to such party of such failure; or

10.1.2 If Seller should become the subject of any voluntary or involuntary bankruptcy, receivership or other insolvency proceedings or make an assignment or other arrangement for the benefit of its creditors, and in the event such proceeding is involuntary, such petition or action is not discharged within thirty (30) calendar days after filing.

10.2 Remedies:

10.2.1 After the occurrence of a Default by Seller, Buyer may (but is not required to) terminate this Agreement, and upon such termination: (a) Seller shall remove the remaining Silage from Buyer's premises at its sole expense; (b) all payments to Seller from Buyer shall cease, and no further monies shall be owed to Seller, and (c) Buyer shall have the right to file a termination statement to terminate the Security Interest in accordance with the Uniform Commercial Code as enacted in Ohio. If Buyer shall otherwise have all rights and remedies available to Buyer under the Uniform Commercial Code, the laws of the State of Ohio and otherwise at law and equity.

10.2.2 After the occurrence of a Default by Buyer, Seller may (a) enter Buyer's premises where the Silage is located and take possession of the Silage or remove the Silage from such premises; (b) terminate this Agreement; and (c) pursue all the rights and remedies of a secured party or otherwise in law or equity under the Ohio Uniform Commercial Code and any other applicable laws.

Section 11. Miscellaneous Provisions

11.1. Authority. Each of the parties to this Agreement represents and warrants to the other party that each individual executing this Agreement on such party's behalf is duly authorized to execute and deliver this Agreement, and that this Agreement, when executed and delivered, shall constitute a legal and binding obligation of such party in every respect.

11.2. Notice. All notices and demands required or permitted by this Agreement shall be in writing addressed to the relevant address set forth below or such other relevant address as may be specified in writing by the relevant party. All notices, demands, and payments required or permitted by this Agreement shall be deemed properly made: (a) upon personal delivery, (b) three

(3) business days after deposit in the United States mail, postage prepaid, registered or certified mail, or (c) one (1) business day after deposit with a recognized overnight courier, postage prepaid. Proof of sending any notice, demand, or payment shall be the responsibility of the sender.

If to Buyer:

Jan van Hamm
c/o Van Hamm Dairy LLC
7089 Road 22
Continental, OH 45831-8830

If to Seller:

MVH Custom Work, LLC
7089 Road 22
Continental, OH 45831

11.3. Applicable Law. The terms and conditions of this Agreement shall be governed, construed, interpreted, and enforced in accordance with the domestic laws of the State of Ohio, without regard to its conflict of laws principles.

11.4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of parties and their respective successors and assigns.

11.5. Assignment. Neither party may assign, which includes a change of control, this Agreement without the prior written consent of the other party, except that Buyer may freely assign all or a portion of its rights under this Agreement to any purchaser of the assets of VHD.

11.6. Modification. This Agreement cannot be amended, altered or modified, unless done so in a writing, signed by a duly authorized representative of the party against whom such modification is sought to be enforced.

11.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. The provisions of this Agreement shall supersede all contemporaneous oral agreements, communications, and understandings and all prior oral and written communications, agreements, and understandings between the parties with respect to the subject matter of this Agreement.

11.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding agreement when each party shall have executed one counterpart and delivered it to the other party.

Date: _____
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective

BUYER:

Van Hamm Dairy, LLC
By: 
Jan Van Hamm
Member

SELLER:

MVH Custom Work, LLC

By: 
Name: Mitch Van Hamm
Title: Member

(To be executed by the Buyer of Auction Tract 1, if said Buyer also purchases any or all of the livestock.)

LEASE

THIS LEASE (this "Lease") is made as of the _____ day of December, 2018 (the "Effective Date"), by and between **VAN HAM DAIRY, L.L.C.**, an Ohio limited liability company ("Landlord"), whose address is c/o, _____ and _____ (collectively, "Tenant"), whose address is _____.

WITNESSETH:

WHEREAS, this Lease is executed in connection with a public auction conducted on December 20, 2018 ("Auction") with respect to various assets of Landlord, including the real estate owned by Landlord and described in Exhibit A. Said real estate was offered at the Auction in four separate tracts identified for purposes of the Auction as Tracts 1 – 4. Tenant is executing this Lease as the purchaser at the Auction with respect to the particular assets which are identified in a separate Agreement to Purchase executed by the parties concurrently herewith ("Agreement to Purchase"), which assets include the land, improvements and dairy facilities located in Putnam County, Ohio and collectively identified for purposes of the Auction as "Tract 1".

WHEREAS, Landlord has agreed to lease to Tenant the following: (a) all of the real property purchased by Tenant at the Auction, as identified in the Agreement to Purchase (the "Real Property"); and (b) the buildings and other improvements located on the Real Property as of the Effective Date including, but not limited to, all cattle handling systems, manure handling systems, feed storage and handling systems, milking systems, milk storing and handling systems, cleaning systems, and water systems, including without limitation the building, improvements, fixtures, equipment, and other property (collectively, the "Improvements" and collectively, (a) and (b) are referred to herein as the "Property"). The Improvements shall be and remain the property of Landlord during the term of this Lease. The purpose of this Lease is to allow Tenant to operate the dairy business with [its/his/her] own cows, corn silage and other equipment for the term of the Lease.

WHEREAS, the Property shall be leased to Tenant subject to the following (the "Permitted Encumbrances"): (i) such matters as would be revealed by a survey and physical inspection of the Property as of the Effective Date, (ii) applicable zoning rules and regulations, (iii) real estate taxes and assessments, and (iv) other easements, restrictions, covenants, conditions, and other matters of record including all matters disclosed by that certain preliminary title insurance schedule prepared by Chicago Title Insurance Company with Issuing Office File Number 18041028, Order No. 7294461, effective December 13, 2018 (the "Title Commitment").

WHEREAS, Tenant acknowledges that it is entering into this Lease pending the closing of the sale of the Property to the Tenant and that until the closing of the sale of the Property this Lease is subordinate to the Permitted Encumbrances against the Property and in favor of Compeer Financial Services, FLCA and Compeer Financial Services, PCA (collectively, the "Lender").

WHEREAS, TENANT HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS RELYING SOLELY UPON ITS INSPECTION, EXAMINATION, AND EVALUATION OF THE PHYSICAL CONDITION OF THE PROPERTY AND THAT TENANT IS LEASING, AND AT CLOSING WILL ACCEPT, THE PROPERTY IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION, WITHOUT REPRESENTATIONS, WARRANTIES, OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER. TENANT ACKNOWLEDGES THAT LANDLORD HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY AT ANY TIME.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, this Lease is made upon the following terms and conditions:

1. **Recitals.** The Recitals are true and correct and incorporated herein by reference.

2. **Term; Termination Right.** The term of this Lease (the "Term") shall start on December [21], 2018 and (the "Commencement Date"), and ending on January 31, 2019 (the "Expiration Date"); *provided; however*, that the Term of this Lease shall automatically terminate in connection with the closing of the acquisition of the Property contemplated by Section 19 below.

3. **Base Rent.** Tenant shall pay to Landlord as base rent (the "Base Rent") for the Property for the Term the amount of \$10. Base Rent shall be payable within five (5) days after the start of the Term, without prior notice, demand or offset.

4. **Use; Compliance With Laws and Agreements.**

(a) **Use by Tenant.** During the term of this Lease, Tenant shall use the Property only for purposes of operating a dairy farm (the "Permitted Use") and for no other purpose.

(b) **Compliance with Laws.** Tenant, at Tenant's expense, shall comply with, and cause the Property to be in compliance with, (i) all laws, ordinances and regulations, and other governmental rules, orders and determinations, and all applicable licenses and permits relating or necessary to the Property and/or the Permitted Use, whether or not presently contemplated, including, without limitation, all necessary licenses and/or permits from the Ohio Department of Agriculture or the EPA (collectively "Legal Requirements"), and (ii) the terms of any Permitted Encumbrances. Notwithstanding the foregoing, if any such compliance shall require any alterations to the Property (and/or any Improvements), such alterations shall remain subject to the terms and conditions of Section 5 below.

(c) **Environmental Compliance.** Tenant covenants and agrees not to create any conditions which may give rise to environmental liability; to remedy any contamination that may occur or be discovered in the future, to comply with all state and federal environmental laws, to allow Landlord access to the Property for testing and monitoring and to forward any notices received from state and federal environmental agencies to Landlord.

(d) **Property "AS IS".** Tenant hereby expressly acknowledges and agrees that it is relying solely upon its inspection, examination and evaluation of the physical condition of the Property and that Tenant is leasing and accepting the Property in its "AS IS", "WHERE IS" and "WITH ALL FAULTS" condition, without representations, warranties, or covenants, express or implied, of any kind or nature whatsoever. Tenant acknowledges that Landlord has made no agreement to alter, repair or improve the Property.

5. **Repair and Maintenance.**

(a) **Maintenance.** Tenant shall at all times maintain the Real Property and Improvements in good condition and repair at Tenant's sole expense including, without limitation, the performance of all replacements required thereto. Tenant waives the right to (a) require Landlord to maintain, repair or rebuild all or any part of the Property, or (b) require Landlord to make repairs at the expense of Landlord pursuant to any Legal Requirements,

contract, easement, covenant, condition or restriction at any time in effect. In addition, Tenant shall keep the Property in a safe and sanitary condition as required by all applicable Legal Requirements.

(b) **General Obligations.** During the Term of this Lease, Tenant shall keep the Property in a safe and proper condition in order to operate a dairy farm, shall comply with all reasonable requests of Landlord with respect to repairs, cleaning and maintenance and, except as contemplated in Section 17, shall, upon the termination hereof, return the Property to Landlord in the same condition as when Tenant first assumed occupancy of the Property. Tenant shall also be responsible for the removal and proper disposal of all animal waste and all trash and refuse from the Property during the Term of this Lease and the removal and proper disposal of all animal waste and all trash and refuse from the Property at the time of termination of this Lease for any reason.

(c) **Alterations.** Tenant shall not remove, nor shall Tenant materially modify or alter, any of the Improvements without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion. All alterations, additions and improvements made by either party upon the Property during the Term hereof shall remain upon the Property upon the expiration or termination of this Lease, except movable furniture, equipment, and similar personal property belonging to or leased by Tenant, which items may be removed by Tenant, provided Tenant repairs any physical damage to the Property caused by such removal.

6. Lagoon Compliance. With respect to the existing manure lagoons located on the Property (the "Lagoons"), Tenant shall at Tenant's sole cost and expense, comply with all Legal Requirements with respect to the Lagoons and shall maintain the level of the contents therein as required by Ohio Department of Agriculture or the EPA. Landlord may, but is not required to, take any action to cause the Property and the operations thereon to be in compliance with all Legal Requirements. Upon any default by Tenant under this Lease (including any default by Tenant in the requirements of this Section 6, Landlord shall have the right to perform all such obligations on Tenant's behalf, and Tenant shall pay to Landlord the actual costs and expenses incurred by Landlord in performing such obligations on Tenant's behalf, within ten (10) days after written demand therefor.

7. Mechanics' and Other Liens. Tenant will not create or permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon this Lease or upon the Property, including any lien or charge against the Property which arises by reason of any labor or materials furnished or claimed to have been furnished to Tenant or by reason of any construction, addition, alteration or repair of any part of the Property by or through Tenant.

8. Taxes, Assessments And Other Charges. Landlord and Tenant agree that all taxes relating to the Property shall be allocated and paid in conjunction with the closing of the sale of the Property as contemplated in Section 19 below.

9. Expenses. Tenant shall pay payroll, cattle feed, repairs and all other expenses related to the operation of the dairy farm and maintenance of the cattle. Utility services furnished to or consumed on the Property, including, but not limited to, electricity, gas, water, sewer, heat, telephone, telecommunications, garbage collection, and all regular charges related to any of these services shall be paid by Tenant from and after the Commencement Date and Landlord shall work with Tenant to prorate those charges.

10. Indemnification and Insurance.

(a) **Indemnification.** Tenant shall defend all actions against Landlord or its affiliates and any officer, manager or member of Landlord or its affiliates (collectively the “**Indemnified Parties**”), with respect to, and shall pay, protect, indemnify and save harmless the **Indemnified Parties** against, any and all claims, demands, liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees and expenses) of any nature (collectively, “**Liabilities**”), for injury to or death of any person, or damage to or loss of property, on the Property or on adjoining sidewalks, streets or ways, to the extent arising from the use or occupancy of the Property by Tenant or its agents, contractors, licensees, or invitees. Tenant’s indemnity under this Section shall survive the expiration or termination of this Lease with respect to Liabilities, or matters that may give rise to Liabilities, arising or occurring prior to the expiration or termination of this Lease.

(b) As of the Commencement Date, the Tenant shall obtain and keep in full force and effect at the sole cost and expense of Tenant policies of insurance to cover the Property. Any insurance coverage must not be less than current coverage of Landlord for the Property, including, but, not limited to, property insurance coverage for Premise 1 Building 1 at the common address of 7089 Rd 22, Continental, Ohio 45831 of not less than \$8,115,244 with the same deductible amounts and conditions as more specifically provided in Landlord’s Evidence of Property Insurance currently in effect. On or before ***December 26, 2018***, Tenant shall furnish or cause to be furnished to Landlord and Lender a certificate evidencing such insurance for the current policy year that shows insurance as of the Commencement Date and identifies Compeer Financial Services, FLCA and Compeer Financial Services, PCA as the mortgagee and loss payee. This Lease shall operate as an assignment to Landlord of said policies of insurance, whether delivered or not. At the option of Landlord, the proceeds of loss under any policy of insurance, whether endorsed payable to Landlord or not, may be applied in payment of any amounts due Landlord hereunder or otherwise, or to the restoration or replacement of any of the Improvements on the Property. Such policies of insurance shall include a standard mortgage clause in favor of and in form and content acceptable to Landlord and its Lender. Upon the failure of Tenant to timely provide to Landlord or cause to be timely provided to Landlord the aforesaid insurance, Landlord shall have the option to procure and maintain such insurance without notice to Tenant. Any sum so expended by Landlord shall at once become indebtedness owing from Tenant to Landlord and shall immediately become due and payable by Tenant.

11. Landlord’s Right to Maintain Insurance. Landlord, at Landlord’s cost, shall have the right, in Landlord’s sole discretion, to maintain casualty and/or liability insurance with respect to the Property, with such coverages and in such amounts as Landlord in its sole discretion may determine (including without limitation environmental, rent loss, “special form”, general liability, and other insurance) (“**Landlord’s Insurance**”).

12. Casualty; Condemnation.

(a) **Casualty.** Upon any damage or destruction to the Improvements (or any portion thereof), Landlord shall be entitled to any and all insurance proceeds or to repair the Improvements in its sole discretion and consistent with its obligations to its Lender.

(b) **Condemnation.** If any portion of the Property is taken by condemnation or other eminent domain proceedings pursuant to any law, general or special, by an authority (“**Condemning Authority**”) having the power of eminent domain, or is sold to a Condemning Authority under threat of the exercise of that power (in either case, a “**Taking**”), then (a) this Lease shall remain in full force and effect until it expires according to its terms or it is earlier

terminated by agreement of the parties or order of a court of competent jurisdiction; and (b) neither Landlord nor Tenant shall have any obligation to restore the Improvements hereunder as a result thereof. Notwithstanding the foregoing, if the portion of the Property subject to Taking would render the remaining portion of the Property unusable for purposes intended by this Lease, then Tenant shall have the right to terminate this Lease upon written notice to Landlord. Any award or compensation paid on account of any Taking shall be the sole property of Landlord.

13. Assignment And Subletting. Tenant shall have no right to assign this Lease or any interest in this Lease, nor to sublet the Property in whole or in part, nor to sell, contract to sell, lease, sublease or permit others to occupy the Property or the Improvements, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. For purposes of this Lease, a change in the control of Tenant shall be deemed an "assignment" of this Lease.

Upon any assignment of this Lease, the assignee shall execute and deliver to Landlord an agreement, in form and substance acceptable to Landlord in its sole discretion, by which such assignee assumes all obligations of Tenant under this Lease. Notwithstanding any assignment of this Lease, Tenant shall remain fully and primarily liable for all obligations of Tenant under this Lease.

14. Landlord's Access to Property. Landlord, through its authorized agents or representatives, may enter the Property at any reasonable hour and upon reasonable advance notice, in order to inspect the Property and to determine compliance with the terms of this Lease. (Landlord shall also have access to the Property in accordance with the provisions of Section 15 in addition to, and without limiting, Landlord's access rights under this Section 14.)

15. Third-Party Livestock. This Section applies if and only if any of the livestock located at the Property was purchased by one or more third-party purchaser(s) at the Auction ("Third-Party Livestock"). If this Section applies, Tenant acknowledges that, according to the terms of the Auction, the purchaser of any Third-Party Livestock is supposed to remove such Third-Party Livestock from the Property within the period of time expiring at 12:00 o'clock noon on December 24, 2018 (the "Livestock Loadout Period"). As between Tenant and Landlord, Tenant agrees that Landlord through its authorized agents or representatives shall have access to the Property (without advance notice) during the Livestock Loadout Period and for a short period of time thereafter, ***through and including December 27, 2018*** (collectively, the "Accommodation Period"), for the purposes of: (a) accommodating the load-out and removal of the Third-Party Livestock by the purchaser(s) thereof; and (b) maintaining the Third-Party Livestock until removed from the Property. During this Accommodation Period, Landlord may use any corn silage and other commodities and equipment at the Property for the maintenance and the care of the Third-Party Livestock, subject to Tenant's right of reimbursement from the owner(s) of the Third-Party Livestock, as provided below. Nothing herein shall preclude or limit any right of Tenant to: (i) recover any and all costs and expenses incurred by Tenant in connection with or attributable to any Third-Party Livestock remaining at the Property after the Livestock Loadout Period (including but not limited to reimbursement for any use of Tenant's corn silage to feed any Third-Party Livestock after the Livestock Loadout Period); and/or (ii) enforce any right of ejectment and/or other remedy available to Tenant with respect to any Third-Party Livestock remaining at the Property after the Accommodation Period; ***provided, however,*** Tenant's recourse shall be limited to the Third-Party Livestock and/or the third-party purchaser(s) thereof. Tenant waives and releases any claim against Seller and/or Seller's agents in connection with and/or relating to any Third-Party Livestock remaining at the Property at any time. The timely removal of any Third-Party Livestock from the Property is solely the obligation of the purchaser thereof and any default with respect to the purchaser's obligation to remove the Third-Party Livestock shall not affect the validity of this Lease or constitute a breach or default with respect to any obligation of Landlord under this Lease. According to the terms of the Auction, the risk of loss with respect to any

Third-Party Livestock is assumed by the purchaser thereof from and after December 20, 2018. In any event, as between the parties to this Lease, the Tenant shall not be responsible or liable for any loss with respect to any Third-Party Livestock so long as Tenant does not impede Landlord's ability to maintain the Third-Party Livestock during the Accommodation Period in accordance with the provisions of this Section.

16. Tenant's Defaults; Remedies.

(a) **Default.** If one or more of the following events ("defaults") shall happen and be continuing: (i) Tenant fails to make timely payment of the Base Rent or any other amount to be paid under this Lease by Tenant, and the failure continues for five (5) days; (ii) Tenant fails to perform or observe any other covenant or condition to be performed or complied with by Tenant under this Lease; (iii) Tenant files or there is filed against Tenant a petition in bankruptcy or a petition or answer seeking reorganization under the United States Bankruptcy Code or any other applicable statute; (iv) an order is entered adjudicating Tenant a bankrupt or approving an involuntary petition seeking a reorganization of Tenant under the United States Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of Tenant, and the order is not vacated or stayed within thirty (30) days of entry; or (v) either the Ohio Department of Agriculture or the Ohio EPA issues a notice equivalent to an emergency order that the Landlord, in its sole discretion believes is or will be detrimental to the Property; then, and in any of those events, Landlord shall have the right, at its option, to terminate this Lease, or without terminating this Lease, terminate Tenant's right of possession and/or to pursue any other right or remedy available at law or in equity. In addition, Landlord shall have the right to forgo exercising any and all of such rights or remedies until Landlord, in Landlord's sole discretion, elects to exercise any such rights or remedies, and any obligation imposed by Legal Requirements upon Landlord to mitigate Landlord's damages shall be subject to the express terms and conditions of this Section 16.

(b) **Reentry.** If any such default shall have occurred and be continuing, and whether or not Landlord shall have terminated this Lease, Landlord may re-enter and take complete and peaceful possession of the Property and, with or without process of law, remove all persons and all furniture, fixtures, equipment and other personal property located on the Property and owned or leased from third parties by Tenant, without being liable in damages for these actions. In such event, Tenant shall peacefully and quietly yield up and surrender the Property to Landlord and remain liable to Landlord for all losses and damages sustained by reason of the default.

(c) **Damages.** In the event of any default and recovery of possession of the Property by Landlord, whether or not this Lease is terminated by Landlord, Tenant shall be obligated to pay to Landlord all loss or damage which Landlord may sustain by reason of such termination together with a sum equal to all rent, which would have been payable under this Lease during the remaining term of the Lease immediately following such default by Tenant, it being expressly understood and agreed that the liabilities and remedies specified in this subsection (c) shall survive the termination of this Lease.

(d) **Remedies Not Exclusive.** No right or remedy conferred upon or reserved to Landlord in this Lease is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Lease or existing at law or in equity.

(e) **Right to Cure Defaults.** If Tenant shall fail to maintain required insurance coverages, or perform any other act required to be made or performed under this Lease, Landlord, without waiving or releasing any obligation or default, may (but shall be under no obligation to) upon reasonable notice to Tenant, make the payment or perform the act for the account and at the expense of Tenant. All sums so paid by Landlord shall constitute additional rent and shall be immediately paid by Tenant to Landlord on demand.

(f) **Jury Waiver.** Landlord and Tenant each waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Property and/or any claim of injury or damage.

(g) **Related Agreements.** As a material part of the consideration for this Lease, Tenant agrees to perform all obligations of Tenant under (i) this Lease, (ii) the Agreement to Purchase (including all exhibits thereto) executed by the parties concurrently herewith, (iii) the Silage Purchase Agreement executed by the parties concurrently herewith, and (iv) the Livestock Purchase Agreement executed by the parties concurrently herewith (collectively, the "Related Agreements"). Any non-performance, breach and/or default with respect to Buyer's obligation(s) under any of the Related Agreements shall constitute a default with respect to Buyer's obligations under each of the Related Agreements. In the event of any nonperformance, breach and/or default with respect to Buyer's obligation(s) under any of the Related Agreements, Seller shall have the right to exercise and enforce all rights and remedies available to Seller under any or all of the Related Agreements.

17. **Surrender.**

(a) **Condition of the Property.** If the sale of the Property as contemplated by Section 19 and the Term has not otherwise been extended by mutual agreement of the parties, then at the expiration or earlier termination of the Term of this Lease, Tenant shall yield the Property to Landlord, and except as otherwise expressly and previously agreed by Landlord and Tenant the Improvements and any other leasehold improvements installed by Tenant shall become the sole property of Landlord at the expiration of the term without any compensation to Tenant. By the expiration or earlier termination of this Lease, Tenant may remove any of Tenant's trade fixtures, equipment, machinery, furniture, furnishings, and other personal property from the Property and Tenant shall repair any damage which may result to the Property from that removal. If Tenant fails to so remove those items, the items shall be deemed abandoned and shall be the property of Landlord. Tenant's obligations under this Section shall survive the termination of this Lease.

(b) **Permits.** Upon the expiration (or earlier termination of Term of this Lease) for reasons other than the purchase of the Property by Tenant pursuant to Section 19 below, upon request by Landlord, and presuming such transfers have occurred during the Term of the Lease, Tenant shall transfer and assign to Landlord all of Tenant's right, title and interest in and to any and all governmental approvals and permits with respect to the Property, Improvements and/or the use of the Property for the Permitted Use (such as, but not limited to, any livestock permit, dairy permit, or other approvals or permits).

(c) **Survival.** The respective rights and obligations of Landlord and Tenant as set forth in this Section 17 shall survive the expiration or termination of this Lease.

18. Quiet Enjoyment And Title. So long as Tenant pays the rent and performs Tenant's covenants, Tenant shall peacefully and quietly hold the Property throughout the term of this Lease free from hindrance or molestation by Landlord and others lawfully claiming by, through, or under Landlord, but subject, however, to the Permitted Encumbrances and the terms of this Lease.

19. Purchase of Property. Tenant is purchaser and Landlord is the seller under that certain Agreement to Purchase dated _____, 2018, by and between Landlord and Tenant. The Agreement to Purchase requires that the sale of the Property shall occur on or before _____, 2019.

20. Corn Silage Contracts. In conjunction with the Commencement Date of this Lease, Tenant shall have executed and delivered to Landlord that certain Silage Purchase Agreement and shall have delivered the Initial Cash Payment, as defined in the Silage Purchase Agreement, to the escrow agent identified therein.

21. Notice Procedure. Any notice required or permitted to be given to a party under the provisions of this Lease shall be in writing and shall be delivered by personal delivery, certified U.S. mail, facsimile, or nationally-recognized overnight courier service, effective as of the date of receipt or refusal by the recipient, addressed as follows:

Landlord: Van Ham Dairy, L.L.C.
Attn: Jan Van Ham _____
22177 Road C, Continental, OH 45831
E-mail: vanham@tds.net
Phone: 419-796-9230
Fax: none

With copy to: Terry Hall, Esq.
Faegre Baker Daniels LLP
300 N. Meridian Street, Suite 2700
Indianapolis, IN 46204
E-mail: terry.hall@FaegreBD.com and
terryhall@outlook.com
Phone: (317) 370-7583
Fax: (317) 237 8418

Tenant: Buyer
Attn:
[Address]
E-mail:
Phone:
Fax:

Lender: Compeer Financial
Attn: Mark Rusciano
7540 Airport View Dr SW
Rochester, MN 55902
E-mail: mark.rusciano@compeer.com

Phone: (507) 424-3682

With copy to:

Nancy A. Valentine, Esq.
Miller Canfield
1100 Superior Avenue E, Suite 1750
Cleveland, Ohio 44114
E-mail: valentinen@millercanfield.com
Phone: (216) 716-5040
Fax: (248) 879-2001

Either party may, from time to time, change its notice address by written notice to the other party at its then current mailing address, in accordance with the provisions of this Section.

22. Binding Effect. This Lease and the covenants and agreements of the parties shall be binding upon and inure to the benefit of Landlord and Tenant and their authorized successors and assigns.

23. Partial Invalidity. In the event any clause, term or condition of this Lease shall be determined to be illegal or unenforceable under any applicable governmental laws, orders, rules or regulations, this Lease shall remain in full force and effect as to all other terms, conditions and provisions.

24. Attorneys' Fees. If Tenant defaults in its performance of any of the terms, covenants, agreements or conditions contained in this Lease, Tenant shall be liable for any and all costs and expenses incurred by Landlord in the enforcement of its rights under this Lease including, but not limited to, the collection of any rent due or to become due, or recovery of possession of the Property, and reasonable attorneys' fees.

25. Governing Law. This Lease is made in the State of Ohio and the validity of this Lease, any documents incorporated herein or executed in connection herewith, and (notwithstanding anything to the contrary therein), and the construction, interpretation, and enforcement thereof, and the rights of the parties thereto shall be determined under, governed by, and construed in accordance with, the laws of the State of Ohio, without regard to principles or conflicts of law.

26. Headings, Meaning Of Words, Entire Agreement. The headings used in this Lease are inserted for convenience and are not to be considered in the construction of the provisions of this Lease. This Lease constitutes the entire agreement of the parties and may be amended or modified only in writing signed by both parties, and all prior agreements or understandings between the parties, either oral or written, are superseded by this Lease.

IN WITNESS WHEREOF, this Lease has been executed by the parties as of Effective Date.

TENANT:

_____, a(n) _____

By: _____

Name: _____

Its: _____

LANDLORD:

VAN HAM DAIRY, L.L.C., an Ohio limited liability company

By: _____

Name: Johannes Cornelis Trudo Maria Van Ham

Its: Manager

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Situated in the Township of Perry, County of Putnam and State of Ohio:

And known as being in the Northwest Quarter (1/4) of Section Three (3), Town One (1) North, Range Five (5) East, Perry Township, Putnam County, Ohio, containing 159.64 acres, more or less. Subject to legal highways of record.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

Formerly being a part of Auditor's Parcel I.D. #37-002200-0000 as described in Official Record 215, Page 170 situated in the Northwest 1/4 of the Northwest 1/4, of Section 3, Town 1 North, Range 5 East, Perry Township, Putnam County, Ohio, more particularly described as follows:

Beginning at a #4 rebar found at the Northwest corner of Section 3, intersection of the centerlines of Road G and Road 22;

Thence the following courses:

1. North 89 deg. 38' 18" East on the North line of the Northwest 1/4, of the Northwest 1/4, of Section 3 (centerline of Road G), 1331.08 feet to a set #5 rebar;
2. South 00 deg. 15' 15" East an the East line of the Northwest 1/4 of the Northwest 1/4 of Section 3, 1312.15 feet to a set #5 rebar;
3. South 89 deg. 37' 19" West on the South line of the Northwest 1/4 of the Northwest 1/4 of Section 3, 1329.61 feet to a set #5 rebar;
4. North 0 deg. 19' 05" West on the West line of the Northwest 1/4, of the Northwest 1/4 of Section 3 (Centerline of Road 22). 1312.53 feet to the Point of Beginning.

The above-described excepted parcel contains 40.080 acres, more or less, subject to all legal highways and easements of record. The system of bearings for this legal description assumes the North line of the Northwest 1/4 of the Northwest 1/4 of Section 3, also being the centerline of Road G, as North 89 deg. 38' 18" East. This legal description and accompanying Plat represent an actual boundary survey completed under the direct supervision of Brad J. Core, P.S. #8004 on August 6, 2001. All markers called for above are in place.

V/L Road 22

Continental, Ohio 45831

PPN: 37-0022000.0000

PARCEL 2:

Situated in the Township of Perry, County of Putnam and State of Ohio:

Formerly being a part of Auditor's Parcel I.D. #37-002200-0000 as described in Official Record 215, Page 170 situated in the Northwest 1/4 of the Northwest 1/4, of Section 3, Town 1 North, Range 5 East, Perry Township, Putnam County, Ohio, more particularly described as follows:

Beginning at a #4 rebar found at the Northwest corner of Section 3, intersection of the centerlines of Road G and Road 22;

Thence the following courses;

1. North 89 deg. 38' 18" East on the North line of the Northwest 1/4, of the Northwest 1/4, of Section 3 (centerline of Road G), 1331.08 feet to a set #5 rebar,
2. South 00 deg. 15' 15" East and the East line of the Northwest 1/4 of the Northwest 1/4 of Section 3, 1312.15 to a set #5 rebar,
3. South 89 deg. 37' 19" West on the South line of the Northwest 1/4 of the Northwest 1/4 of Section 3, 1329.61 to a set #5 rebar;
4. North 0 deg. 19' 05" West on the West line of the Northwest 1/4, of the Northwest 1/4 of Section 3 (Centerline of Road 22), 1312.53 feet to the Point of Beginning.

The above-described parcel contains 40.080 acres, more or less, subject to all legal highways and easements of record. The system of bearings for this legal description assumes the North line of the Northwest 1/4 of the Northwest 1/4 of Section 3. Also being the centerline of Road G, as North 89 deg. 38' 18" East. This legal description and accompanying Plat represent an actual boundary survey completed under the direct supervision of Brad J. Core, P.S. #8004 on August 6, 2001. All markers called for above are in place.

7089 Road 22

Continental, Ohio 45831

PPN: 37-0022000.0100

PARCEL 3:

Situated in the Township of Perry, County of Putnam and State of Ohio:

And known as a parcel of land being part of the Southeast Quarter of Section 11, Township 1 North, Range 5 East, Perry Township, Putnam County, Ohio and being more particularly described as follows:

Beginning at a monument stone at the Northwest corner of the Southeast Quarter of Section 11;

Thence South 89 deg. 41' 10" East, on the North line, Southeast Quarter, Section 11, a distance of 1907.63 feet to an iron pin;

Thence South 0 deg. 05' 23" West, on a line being parallel with the East line, Southeast Quarter, Section 11, a distance of 2232.13 feet to an iron pin;

Thence continuing South 0 deg. 05' 23" West, a distance of 20.21 feet to a point on the centerline of

Road I-18;

Thence North 81 deg. 41' 34" West, on the centerline of Road I-18, a distance of 448.01 feet to a point;

Thence continuing North 81 deg. 41' 34" West, a distance of 206.20 feet to a point on the centerline of the Blanchard River;

Thence North 60 deg. 03' 50" West, on the centerline of the Blanchard River, a distance of 168.60 feet to a point;

Thence North 16 deg. 49' 09" East, a distance of 98.24 feet to a point on the centerline of Road I-18;

Thence continuing North 16 deg. 49' 09" East, a distance of 20.06 feet to an iron pin;

Thence continuing North 16 deg. 49' 09" East, a distance of 160.13 feet to an iron pin;

Thence North 74 deg. 58' 31" West, a distance of 761.47 feet to an iron pin;

Thence continuing North 74 deg. 58' 31" West, a distance of 65.29 feet to a point on the centerline of Road I-18;

Thence continuing North 74 deg. 58' 31" West, a distance of 382.80 feet to a point on the centerline of the Blanchard River;

Thence North 60 deg. 17' 19" West, on the centerline of Blanchard River, a distance of 37.47 feet to a point on the West line, Southeast Quarter, Section 11;

Thence North 0 deg. 22' 09" East, on the West line, Southeast Quarter, Section 11, a distance of 108.03 feet to a point on the centerline of Road I-18;

Thence continuing North 0 deg. 22' 09" East, a distance of 209.86 feet to a point;

Thence continuing North 0 deg. 22' 09" East, a distance of 1167.61 feet to the True Point of Beginning of the parcel herein described, containing 81.806 acres of land, more or less, Excepting Therefrom all legal easements, zoning restrictions and legal highways of record.

The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

(A survey of this description was made by Chester A. Miller, Registered Surveyor No. 6691. See Plat Book 46, Pages 155-156.) (Also known as Parcel D.)

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

Situated in the Township of Perry, County of Putnam and State of Ohio:

And known as being a part of the Southeast Quarter of Section 11, Township 1 North, Range 5 East, Perry Township, Putnam County, Ohio and more particularly described as follows:

Commencing at a Railroad Spike found marking the Northeast Corner of the Southeast Quarter of Section 11;

Thence South 0 deg. 5' 23" West, along the East line of the Southeast Quarter of Section 11, a distance of 2358.53 feet at the center of Road I-18;

Thence North 81 deg. 41' 34" West, along the center of Road I-18 a distance of 763.62 feet to a Cotton Gin Spindle set and the Point of Beginning;

Thence continuing North 81 deg. 41' 34" West, along the said line, a distance of 201.64 feet to a Cotton Gin Spindle found;

Thence North 0 deg. 0' 26" West, a distance of 605.76 feet to an Iron Pin found;

Thence North 89 deg. 37' 37" West, a distance of 196.71 feet to an Iron Pin found;

Thence North 70 deg. 48' 23" West, a distance of 206.17 feet to an Iron Pin found;

Thence North 69 deg. 44' 43" West, a distance of 203.62 feet to a 4 inch wood post;

Thence North 68 deg. 18' 58" West, a distance of 569.97 feet to a 4 inch wood post;

Thence North 0 deg. 5' 23" East, a distance of 1274.49 feet to a 1/2 inch rebar with ID cap set on the North line of the Southeast Quarter of Section 11;

Thence South 89 deg. 41' 10" East, a distance of 1313.24 feet to an Iron Pin found;

Thence South 0 deg. 5' 23" West, a distance of 2252.34 feet to the Point of Beginning: said described tract containing 48.123 acres, more or less.

Subject to all legal highways, easements, and restrictions of use either apparent and/or of record.

Note: The bearings used in this description are on an assumed meridian assuming the East line of the Southeast Quarter of Section 11 to be South 00 deg. 05' 23" West and are the purpose of angle determination only.

Be the same more or less, but subject to all legal highways.

PPN: 37-008090.0000

PARCEL 4:

Situated in the Township of Perry, County of Putnam and State of Ohio:

And known as a parcel of land being part of the Southeast Quarter of Section 11, Township 1 North, Range 5 East, Perry Township, Putnam County, Ohio and being more particularly described as follows:

Commencing at a monument stone at the Northeast corner of the Southeast Quarter of Section 11;

Thence South 0 deg. 05' 23" West, on the East line, Southeast Quarter, Section 11, a distance of 2358.53 feet to a railroad spike at the point of intersection of Road I-18 and the East line,

Southeast Quarter, Section 11;

Thence North 81 deg. 41' 34" West, on the centerline of Road I-18, a distance of 1417.84 feet to a point on the centerline of the Blanchard River;

Thence North 60 deg. 03' 50" West, on the centerline of the Blanchard River, a distance of 168.60 feet to a point, said point being the True Point of Beginning of the parcel herein described;

Thence continuing North 60 deg. 03' 50" West, on the centerline of the Blanchard River, a distance of 27.90 feet to a point;

Thence North 72 deg. 59' 49" West, on the centerline of the Blanchard River, a distance of 134.21 feet to a point;

Thence North 16 deg. 49' 09" East, a distance of 104.43 feet to a point on the centerline of Road I-18;

Thence continuing North 16 deg. 49' 09" East, a distance of 20.06 feet to an iron pin;

Thence continuing North 16 deg. 49' 09" East, a distance of 142.13 feet to an iron pin;

South 74 deg. 58' 31" East, 161.45 feet to an iron pin;

Thence South 16 deg. 49' 09" West, a distance of 160.13 feet to an iron pin;

Thence continuing South 16 deg. 49' 09" West, a distance of 20.06 feet to a point on the centerline of Road I-18;

Thence continuing South 16 deg. 49' 09" West, a distance of 98.24 feet to the True Point of Beginning of the parcel herein described, containing 1.000 acres of land, more or less, Excepting therefrom all legal easements, zoning restrictions and legal highways of record.

The bearings used herein are for the purpose of describing angles only and are not referred to true or magnetic North.

(A survey of this description was made by Chester A. Miller, Registered Surveyor No. 6691. See Plat Book 46, Pages 155-156.) (Also known as Parcel B.)

PPN: 37-008090.0200

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