

**CONTRACT TO PURCHASE (ILLINOIS – BYRON, OSCEOLA, XENIA)**

**THIS FORM OF CONTRACT WHEN FILLED IN AND EXECUTED BY BUYER, SELLER, AND ESCROW AGENT IS INTENDED TO BECOME A BINDING REAL ESTATE CONTRACT & JOINT ESCROW INSTRUCTIONS. IF NOT UNDERSTOOD, PLEASE SEEK LEGAL ADVICE. THIS CONTRACT (INCLUDING EXHIBITS) CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY THE WRITTEN CONSENT OF ALL PARTIES.**

This Contract to Purchase ("**Contract**") is entered into this 31st day of October, 2020, between **IRON HORSE ACRES LLC**, a Delaware limited liability company ("**Seller**"), and \_\_\_\_\_, a(n) \_\_\_\_\_ ("**Buyer**"), who contract to sell and purchase, respectively, for the Purchase Price, as set forth below, and on the terms and conditions set forth in this Contract, the Property (as defined below).

This Contract 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 property offered in twenty-one (21) separate tracts, each of which is identified by tract number in the attached **Exhibit A** (collectively, the "**Auction Tracts**").

Buyer is executing this Contract as the purchaser of Tract(s) \_\_\_\_\_, being approximately \_\_\_\_\_ (±) acres of land in Boone, Clay, Ogle, Stark, Winnebago and/or Wayne Counties, Illinois, as identified by reference to the same tract number(s) in Exhibit A (the "**Property**"), and being one or more of the Auction Tracts. This Contract applies only to the purchased tract(s) comprising the Property, as designated above. Any provision of this Contract (including exhibits) that refers or pertains to an auction tract that is not one of the purchased tract(s) designated above shall not apply unless and except to the extent that such provision also pertains to the sale and/or conveyance of the Property.

**1. PURCHASE PRICE AND TERMS**

Bid Price	\$ _____
Buyer's Premium (2% of Bid Price)	\$ _____
<b>Total Purchase Price</b>	<b>\$ _____</b>
Earnest Money Deposit	\$ _____
Approximate Balance Due at Closing	\$ _____

If a New Survey is obtained in accordance with Subsection 10 below in which the gross acres shown for the Property differs by more than one acre from the acre estimate(s) shown in Exhibit A for the Property, the Purchase Price shall be adjusted proportionately to reflect the difference.

**2. METHOD OF PAYMENT**

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

### 3. CONVEYANCE

Seller shall convey and transfer the Property to Buyer at Closing by a Special Warranty Deed subject to the Permitted Exceptions, and in otherwise substantially the form attached hereto as **Exhibit B** (the "**Deed**").

### 4. CLOSING AND CLOSING DOCUMENTS

A. **Closing and Closing Date.** The closing of the purchase of the Property pursuant to this Contract ("**Closing**") shall occur on or before November 30, 2020, or at such other time as may be mutually agreed to in writing by Seller and Buyer ("**Closing Date**"). Notwithstanding the foregoing, Seller and Buyer acknowledge and agree that the Closing Date shall be automatically extended if such extension is required to complete any of the required closing documents or the New Survey (if applicable) or to obtain any governmental approval(s) required for Seller to convey the Property for agricultural purposes and such extended Closing Date will be no later than five (5) days after the closing documents and the New Survey (if applicable) are completed, the governmental approval(s) are obtained and the Title Company has issued the Final Title Commitment and is prepared to issue an Owner's Title Policy. There shall be no contingency period for Buyer to obtain financing or governmental approvals for the use or development of the Property.

B. **Closing Agent and Closing Costs.** The Closing shall be administered remotely through an escrow with First American Title Insurance Company (hereinafter referred to as "**Title Company**" or "**Closing Agent**"). The cost of such escrow closing shall be split equally by Seller and Buyer. Buyer shall be responsible for the cost of recording the Deed, any closing costs due to Buyer securing a mortgage (including, without limitation the cost of the loan policy and escrow fees related thereto), and any other costs customarily charged to Buyer. Each party shall pay its own legal fees. Seller shall be responsible for the payment of all transfer taxes and documentary stamp taxes, except for municipal taxes, if any, which shall be paid by the party required to pay such taxes by law or custom.

#### C. **Closing Documents:**

- i. **Seller's Closing Deliveries:** At Closing, Seller shall deliver to Closing Agent the following documents with respect to the Property: (a) the Deed; (b) an Owner's Title Affidavit, or any other documents reasonably requested by the Title Company for the issuance of the Owner's Title Policy; (c) a FIRPTA Statement; (d) all required real estate transfer declarations, returns, and/or affidavits; (e) Seller executed counterpart of the closing statement prepared by the Title Company; and (f) such other documents as are reasonably required by the Title Company to consummate the Closing.
- ii. **Buyer's Closing Deliveries:** At Closing, Buyer shall deliver to Closing Agent: (a) the balance of the Purchase Price due at Closing; (b) any documents or affidavits reasonably requested by the Title Company for the issuance of the Owner's Title Policy; (c) all required real estate transfer declarations, returns, and/or affidavits; (d) Buyer executed counterpart of the closing statement prepared by the Title Company; and (e) such other documents as are reasonably required by the Title Company to consummate the Closing.

### 5. POSSESSION

The Parties agree that possession of the Property is to be delivered to Buyer on the Closing Date, subject only to the Permitted Exceptions.

**6. REAL ESTATE TAXES**

**A. Real estate taxes and assessments for the calendar year 2020 and prior year.**

Real estate taxes and assessments assessed for the calendar year 2020 and any prior years shall be paid by Seller. If such real estate taxes and assessments are not payable as of the Closing Date, Seller shall provide Buyer, at closing, with a credit for the estimated amount of such real estate taxes and assessments, to the extent attributed to the Property, based on the most recent ascertainable tax bill available for the Property. Such estimated credit shall be final.

**B. Real estate taxes and assessments for the calendar year 2021 and following years.** Buyer shall be solely responsible for the payment of all real estate taxes and all other assessments applicable to the Property for the calendar year 2021 and any time thereafter.

**C. Tax Parcel Split.** If this sale involves a tax parcel split, the extent to which any such 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 real estate 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 any balance due and Buyer shall pay the portion attributed to the Property.

**7. PRELIMINARY TITLE EVIDENCE**

Buyer acknowledges and agrees that Buyer has received and reviewed the following documents (collectively, the "**Preliminary Title Evidence**"): (i) the applicable preliminary title insurance schedules prepared by the Title Company for the particular group(s) of Auction Tracts that include(s) the Property, as identified in the table below (the "**Preliminary Title Insurance Schedules**"); and (ii) the applicable pre-Auction survey(s) of the land comprising the particular group(s) of Auction Tracts that include(s) the Property, as identified in the table below. Buyer acknowledges and agrees that copies of the Preliminary Title Evidence have been made available for review by prospective bidders prior to the Auction in printed form and/or via download from the auction website. Buyer further acknowledges that Buyer approves of the Preliminary Title Evidence and agrees to accept title to the Property subject to all matters listed, shown and/or disclosed therein (except Liens, if any). "**Liens**" refers to any monetary lien(s) (other than a lien for real estate taxes and/or assessments which are not due and payable as of the Closing Date).

***Preliminary Title Evidence Correlation Table:***

Auction Tracts:	Preliminary Title Insurance Schedules:		Pre-Auction Surveys:	
	Title Co. File No.:	Dated:	Prepared by:	Last Dated:
1 - 5	NCS-1014212-2B-WA1	07/27/20 (rev. 09/02/20)	Wallace Engr. & Land Surveying	12/06/16
6 & 7	NCS-1014212-2C-WA1	08/28/20 (rev. 09/02/20)	Vanderstappen Land Surveying	09/19/16
8 - 11	NCS-1014212-2A-WA1	08/20/20 (rev. 09/02/20)	Terra Engineering Ltd.	12/28/18
12 - 15	NCS-1014212-8-WA1	08/28/20 (rev. 09/02/20)	Wallace Engr. & Land Surveying	01/08/16
16 - 18	NCS-1014212-8-WA1	08/28/20 (rev. 09/02/20)	Terra Engineering Ltd.	12/30/18
19 - 21	NCS-1014212-11-WA1	08/25/20 (rev. 09/11/20)	Terra Engineering Ltd.	12/22/18

**8. PERMITTED EXCEPTIONS**

Buyer agrees to accept title, possession, the title insurance and any survey subject to and notwithstanding the following matters (each a "**Permitted Exception**" and, collectively, the "**Permitted Exceptions**"): (a) the general and specific exceptions appearing in the Preliminary Title Insurance Schedules (except Liens, if any); (b) all real estate taxes and assessments which are not due and payable as of the Closing Date; (c) restrictions or reservations of any type; (d) zoning laws and ordinances; (e) roadways, rights of way, and easements; (f) any contracts purporting to limit or regulate the use, occupancy,

or enjoyment of the Property; (g) drainage ditches, feeders and laterals; (h) all outstanding mineral rights or reservations, oil, gas or mineral leases; (i) water districts and water rights; (j) rights of tenants, lessees, licensees, or any persons in possession; (k) matters which could be disclosed by a survey of the Property; and (l) any other matters (except Liens, if any) listed, identified and/or disclosed in the Preliminary Title Evidence, this Contract and/or any exhibit to this Contract.

**9. FINAL TITLE COMMITMENT; OWNER'S TITLE POLICY**

Prior to the Closing, Seller shall cause the Title Company to issue an updated title insurance commitment, dated after the Auction and prior to Closing (the "**Final Title Commitment**"), for the issuance of a standard ALTA owner's title insurance policy (the "**Owner's Title Policy**") in the name of Buyer and for the amount of the Purchase Price insuring marketable title to the Property subject to the Permitted Exceptions. Buyer agrees to accept the Final Title Commitment and Owner's Title Policy notwithstanding: (a) the title company's standard and/or "boilerplate" exceptions, conditions and requirements; (b) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; (c) any specific or general exception that is listed in the Preliminary Title Insurance Schedules (except Liens, if any); and/or (d) any matter that constitutes a Permitted Exception. At the Closing, Seller shall pay for the cost of issuing the Owner's Title Policy in accordance with the foregoing provisions. Seller shall not be required to provide any endorsements to the Owner's Title Policy. Buyer shall pay for any endorsement, lender's title insurance, and/or special coverage requested by Buyer or Buyer's lender.

**10. NEW SURVEY**

At Seller's election or if an updated survey is required by law to complete the transaction, Seller shall obtain a new boundary survey of the Property (the "**New Survey**") prepared by a licensed land surveyor after the Auction and prior to the Closing. If adjoining tracts are purchased, the New Survey may omit internal tract boundaries and consist of only the external perimeter of the combined tracts. The cost of the New Survey shall be split equally between Seller and Buyer.

**11. WARRANTIES**

Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the Property, or is otherwise familiar with it, and is satisfied in all respects with the physical and environmental condition of the Property, its suitability for any and all activities and uses that Buyer intends to conduct thereon, and the availability of all necessary utilities and access; and (ii) Buyer understands that Seller makes no representation, and specifically disclaims any warranty (oral or written) as to the condition, quality, or serviceability of the Property or any environmental soil condition concerning or affecting the Property for any particular purpose. Buyer specifically acknowledges that Buyer is not relying on (and Seller hereby disclaims and renounces) any representations or warranties purportedly made by or on behalf of Seller of any kind or nature whatsoever, except for those particular representations and warranties expressly provided in this Contract. Buyer further understands that, by entering into the Contract, Buyer is agreeing to accept the Property in a strictly "WHERE IS - AS IS" condition.

**12. PERFORMANCE**

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

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

**13. COMMISSION**

Seller shall be responsible for compensation owed to Schrader Real Estate and Auction Company, Inc., as the listing broker utilized by Seller, in connection with this transaction. Seller shall not be responsible for any real estate broker commission or other compensation owed to any broker retained or utilized by Buyer.

**14. EARNEST MONEY DEPOSIT; ESCROW AGENT**

On or before Tuesday, November 3, 2020, Buyer shall deposit the Earnest Money Deposit with Auction Company, as escrow agent, to be held in a non-interest bearing escrow account for the mutual benefit of Seller and Buyer, and disbursed according to the terms of this Contract. Buyer acknowledges and agrees that Auction Company is authorized to wire the Earnest Money Deposit to the Closing Agent no less than one (1) business day prior to the Closing Date to be held by the Closing Agent and applied toward the Purchase Price. For purposes of the application of this Contract at any given time, "**Escrow Agent**" refers to: (a) Auction Company with respect to all or such portion of the Earnest Money Deposit held by Auction Company at such time; and/or (b) the Closing Agent with respect to all or such portion of the Earnest Money Deposit held by the Closing Agent at such time.

**15. RETURN OF EARNEST MONEY**

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

**A.** Escrow Agent holding the Earnest Money Deposit shall give Seller and Buyer thirty (30) days written notice as to the Escrow Agent's proposed distribution of the Earnest Money; and

**B.** If neither Buyer nor Seller provides the Escrow Agent with a written objection to Escrow Agent's proposed distribution within said thirty (30) day period, it shall be considered that the Buyer and Seller agree with the Escrow Agent's proposed distribution, and Escrow Agent shall distribute the proceeds in the manner set forth in the Escrow Agent's notice.

Buyer and Seller acknowledge that as long as Escrow Agent returns the Earnest Money Deposit in accordance with the provisions of this Section 15, this Contract provision is considered as written consent to disburse said Earnest Money Deposit. In the event that the Buyer and the Seller fail to reach an agreement regarding dispersal of the Earnest Money Deposit, the Escrow Agent is authorized to file an interpleader action, and the Parties agree that the Escrow Agent will be reimbursed from the Earnest Money Deposit for all costs incurred in connection with such filing, including reasonable attorney's fees.

**16. GENERAL CONDITIONS AND STIPULATIONS**

**A. Benefit.** Time shall be considered to be of the essence of this Contract. The warranties and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

**B. Construction.** The headings of various sections in this Contract are for convenience only and are not to be utilized in construing the content or meaning of the substantive provisions hereof. If there is more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers and Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.

**C. Notices.** All notices, demands and other communications (collectively, "**Notice**") herein required or given hereunder shall be in writing, addressed as follows:

To Seller: Iron Horse Acres LLC  
c/o Hancock Natural Resource Group, Inc.  
197 Clarendon Street, C-08-99  
Boston, MA 02116  
Attn: Managing Director  
Telephone: (617) 747-1614  
Email: legal@hnr.com

With a copy to Seller's attorney:

Quarles & Brady LLP  
Suite 4000  
300 North LaSalle Street  
Chicago, Illinois 60654  
Attn: Everett Ward, Esq.  
Telephone: (312) 715-5021  
Email: everett.ward@quarles.com

To Buyer: Buyer's contact information located on Signature Page

Notices must be addressed to Seller or Buyer at each identified addressee above. The mailing of a Notice by U.S Mail at the respective addresses shall be sufficient service as of three (3) business days following such mailing. Notices may also be sent via email to Seller or Buyer at their respective email addresses (provided that a copy of such notice is also delivered within 24 hours to the party by one of the other methods listed herein) and shall be deemed received on the date of delivery. **Concurrently with the delivery of a Notice, the party sending such Notice shall provide a PDF copy thereof to the Auction Company via email sent to RD@schraderauction.com.**

**D. Entire Agreement.** This Contract includes and incorporates all of the terms and conditions set forth herein, together with the attached exhibits, including Exhibits A and B (as identified above) and the auction announcements and bid procedures attached as **Exhibit C.** This Contract (including Exhibits A – C) contains all the terms and conditions agreed upon by the parties hereof, and supersedes all oral agreement, undertakings, promises, warranties, representations or covenants not contained herein and regarding the subject matter of this Contract.

**E. Amendment.** This Contract may only be amended or altered in writing signed by all parties.

**F. Additional Information.** Seller and Buyer agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with the following: (a) Real Estate Settlement Procedures Act of 1974; (b) Internal Revenue Service Form 1099S; (c) Section 445 of the Internal Revenue Code as amended (which deals with the citizenship of the Seller); (d) if required by either party, a mutually agreeable summary of the closing transaction, and (e) all laws, statutes, ordinances and regulations applicable to the transaction.

**G. Like-Kind Exchange.** Seller understands and agrees that Buyer may qualify its acquisition of the Property as part of a like-kind exchange under Section 1031 of the Internal Revenue Code. Notwithstanding any other provision in the Contract to the contrary, Buyer may assign its rights under the Contract to a qualified intermediary or an exchange accommodation titleholder of its choosing for the purpose of effecting a like-kind exchange transaction; **provided, however,** that no such assignment (i) shall operate to release Buyer from its obligations under the Contract and Buyer shall unconditionally guarantee the full and timely performance by any such assignee of each and every one of the obligations and undertakings of the Buyer under the terms of the Contract, or (ii) delay the Closing. Seller agrees to execute an acknowledgment of any such assignment and otherwise to cooperate reasonably with Buyer to

qualify Buyer's acquisition of the Property as a like-kind exchange; provided, however, that Seller will not be required to acquire title to any other property to consummate Buyer's exchange and Seller will not be required to assume any additional liabilities or obligations or incur any additional expense as a result of Buyer's exchange.

**H. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Illinois.

**I. Counterparts.** This Contract may be executed in counterparts. The electronic transmission of a signed counterpart (via email, fax or a commonly used electronic signature service such as DocuSign<sup>®</sup>) shall have the same effect as the delivery of an original signature.

**J. Offer and Acceptance.** Buyer's high bid at the Auction constitutes an offer to purchase the Property in accordance with the terms of this Contract (and an agreement to execute and deliver this Contract in accordance with the Auction terms) which, if accepted by Seller, as evidenced by Seller's execution and delivery of this Contract, shall constitute the binding agreement of the parties. This offer shall be deemed automatically withdrawn (and the Earnest Money Deposit shall be returned to Buyer) if this offer is not accepted by Seller on or before 11:59 o'clock p.m. (CST) on Saturday, October 31, 2020.

***SIGNATURE PAGE FOLLOWS ON NEXT PAGE***

**SIGNATURE PAGE**

This Contract is executed by Buyer and Seller on the date(s) indicated below.

**BUYER:**

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

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

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

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

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

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

\_\_\_\_\_

Buyer's address for any Notice (pursuant to Section 16.C above) and address to which Future Tax Bills and Original Deed should be mailed after recording:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Buyer's Tel. #: \_\_\_\_\_

Email: \_\_\_\_\_

The undersigned Listing/Selling Broker as Escrow Agent acknowledges receipt of the aforementioned Earnest Money Deposit on \_\_\_\_ / \_\_\_\_ / 2020 and agrees that said funds shall be held and disbursed by Escrow Agent according to the terms of the foregoing Contract, and all parties shall receive a copy of same.

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

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

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

**SELLER:**

**IRON HORSE ACRES LLC**, a Delaware limited liability company

By: Hancock Natural Resource Group, Inc.

Its: Investment Manager

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

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

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

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



# EXHIBIT A

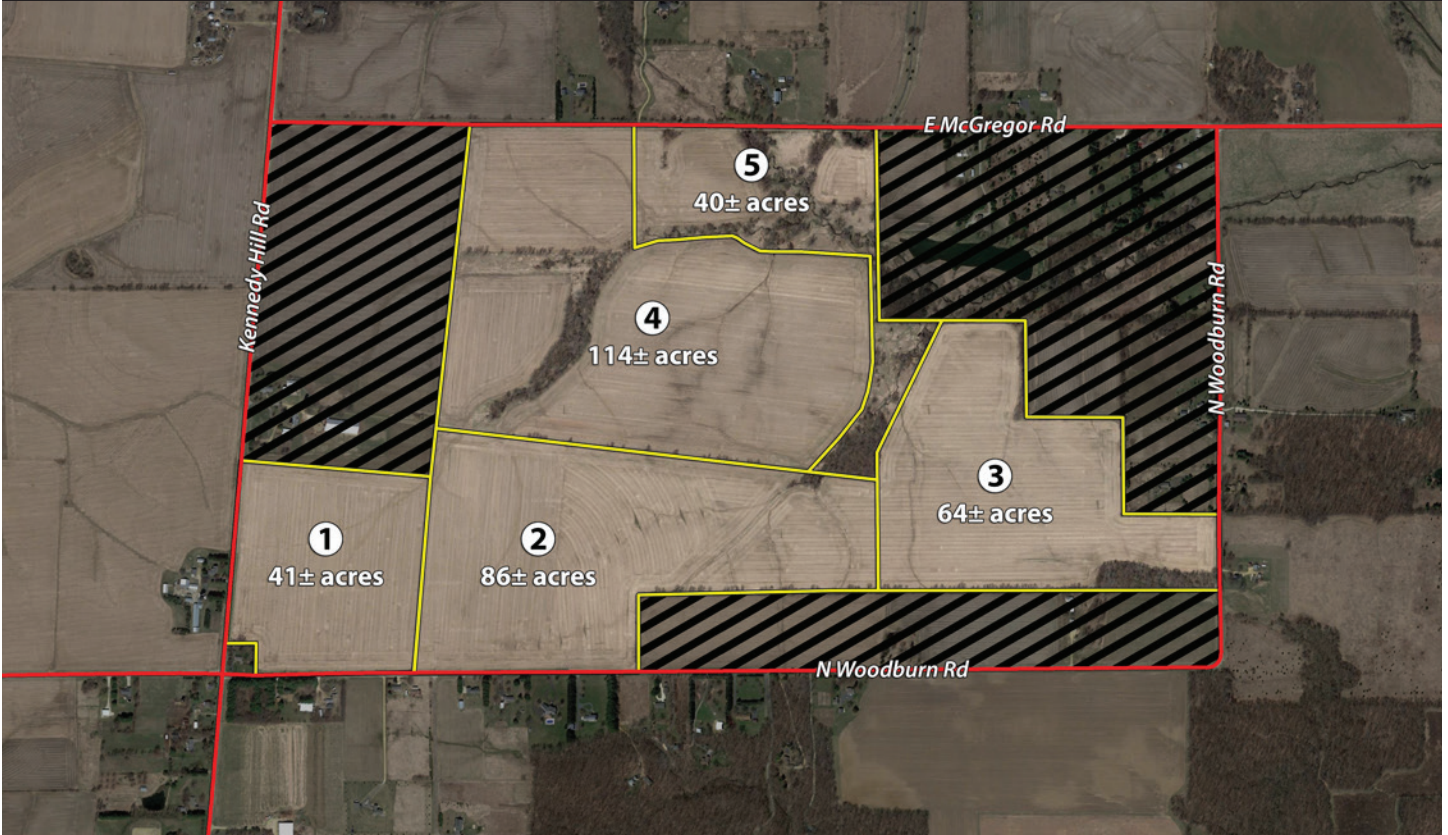
## Auction Tract Maps

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

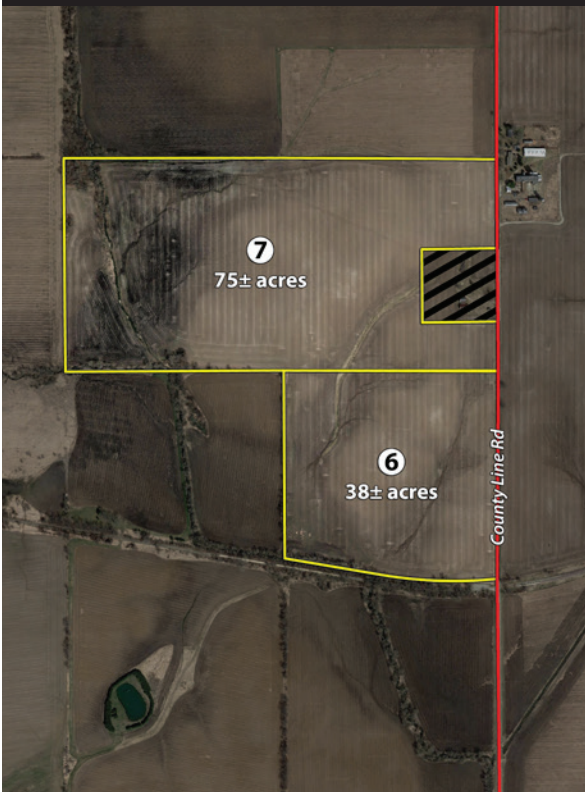
Seller: \_\_\_\_\_

Auction Date: October 31, 2020

Pt. Sec. 9-T25N-R11E & pt. W2 Sec. 10-T25N-R11E in Ogle County, Illinois



Pt. NE4 Sec. 1-T45N-R4E in Boone County, Illinois



Pt. Sec. 33-T28N-R10E in Winnebago County, Illinois



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

# EXHIBIT A

## Auction Tract Maps

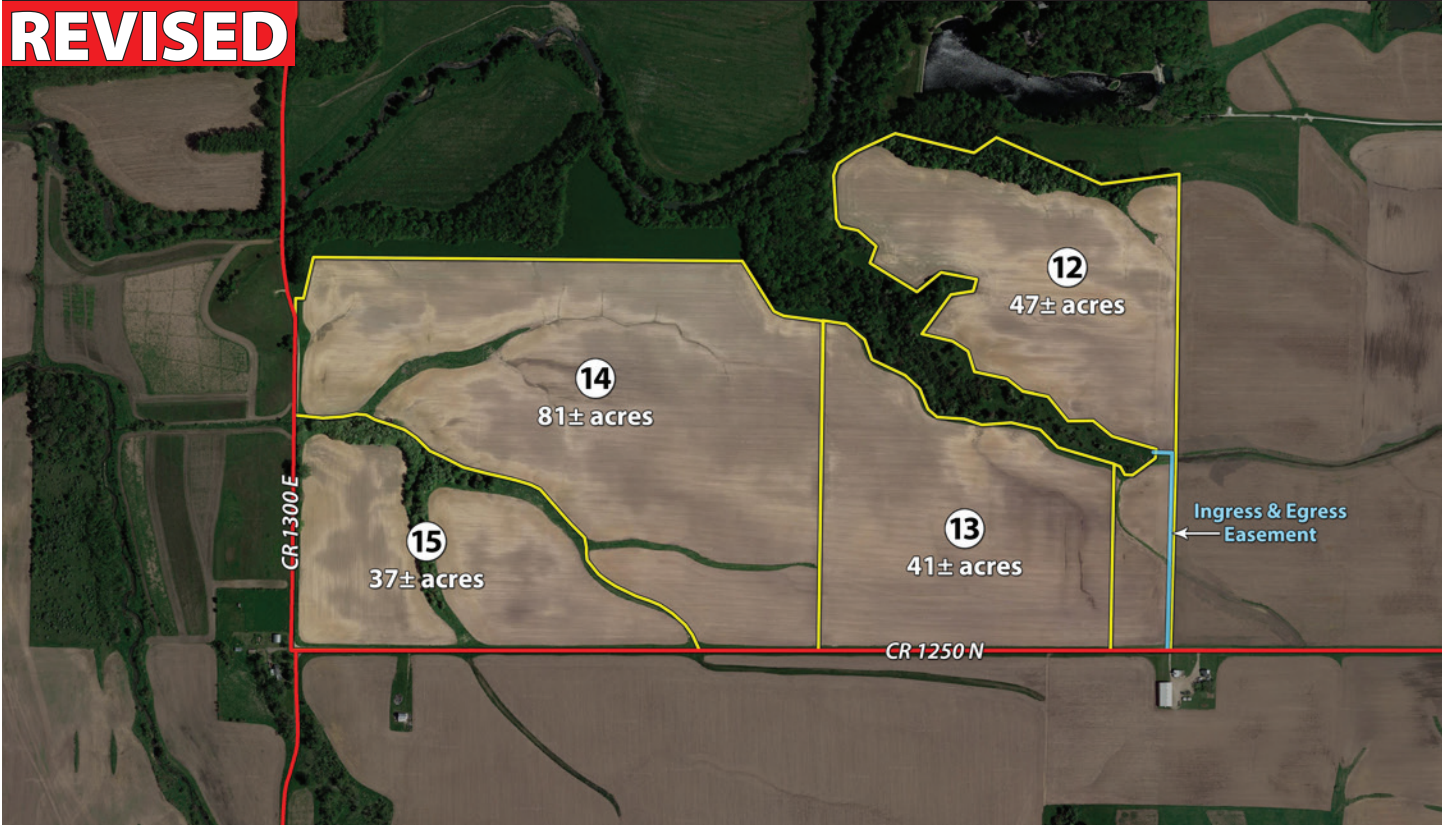
Buyer(s): \_\_\_\_\_

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

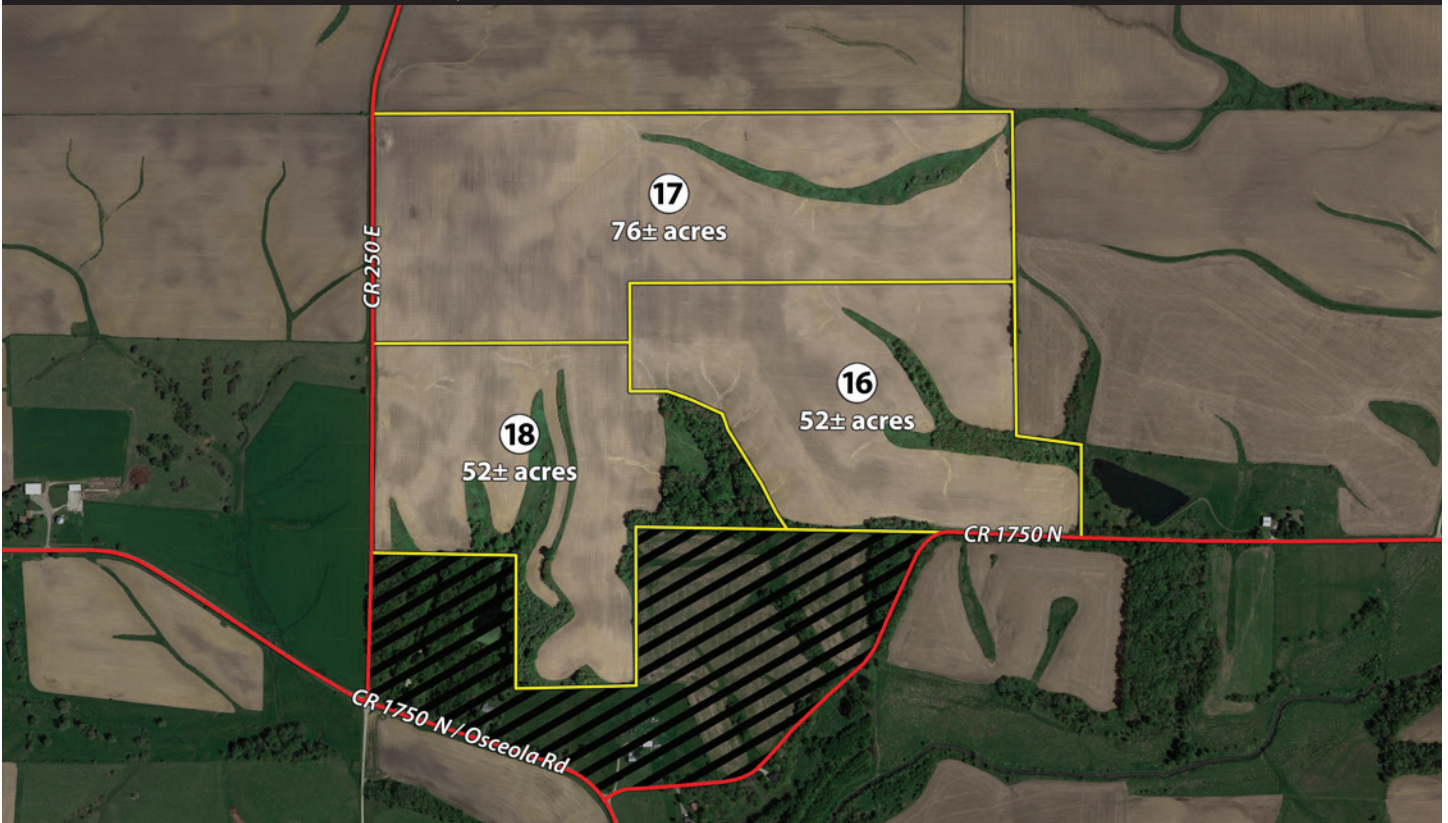
Auction Date: October 31, 2020

Pt. N2 Sec. 32-T14N-R7E in Stark County, Illinois

**REVISED**



Pt. Sec. 3-T14N-R6E in Stark County, Illinois



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

# EXHIBIT A

## Auction Tract Maps

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

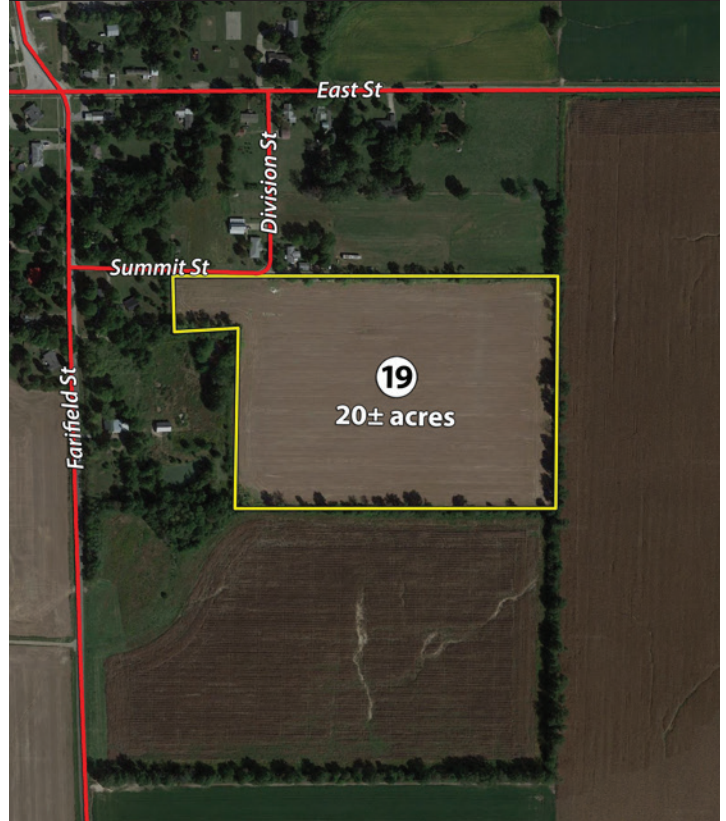
Seller: \_\_\_\_\_

Auction Date: October 31, 2020

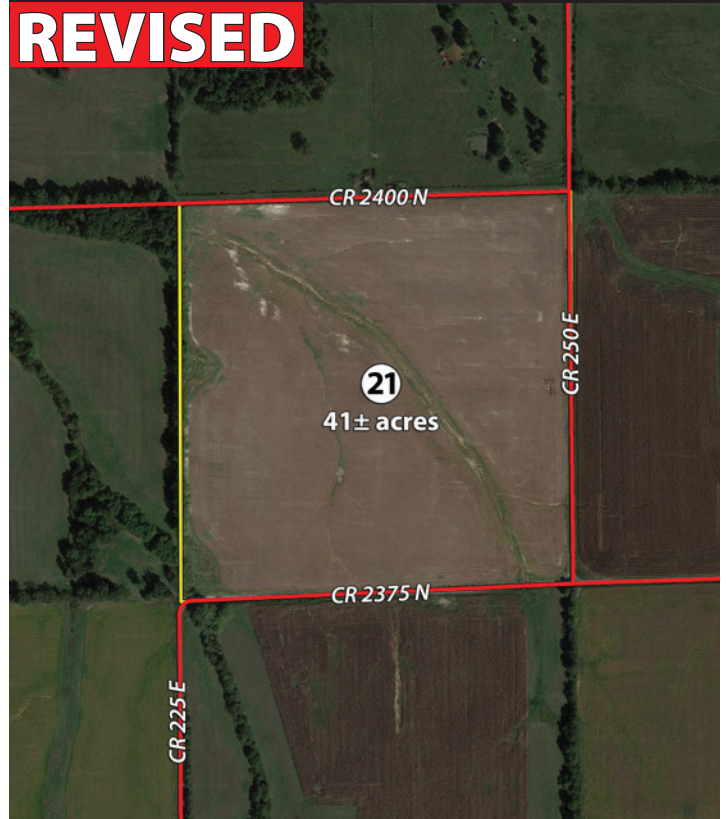
Pt. SE4 Sec. 15-T2N-R5E in Clay Co. & pt. NE4 Sec. 22-T2N-R5E in Wayne Co., Illinois



Pt. W2 Sec. 10-T2N-R5E in Clay County, Illinois



NE4 NW4 Sec. 21-T2N-R5E in Wayne County, Illinois



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

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

This document prepared by:

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After recording return to:

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Send subsequent Tax Bills to:

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PARCEL IDENTIFICATION NUMBER:

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This is not homestead  
property

**SPECIAL WARRANTY DEED**

THIS DEED, made between IRON HORSE ACRES LLC, a Delaware limited liability company, having an address c/o Hancock Natural Resource Group, Inc., 197 Clarendon Street, C-08-99, Boston, MA 02116 (Grantor), and \_\_\_\_\_, having a mailing address of \_\_\_\_\_ (Grantee).

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

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

The Premises described hereunder are hereby conveyed "as is," by the tract and not by the acre, the acreage not being guaranteed by the Grantor, and are also conveyed subject to all taxes and special assessments now a lien, levied, or confirmed after the date hereof; restrictions or reservations of any type; zoning laws and ordinances; roadways, rights of way, and easements; any contracts purporting to limit or regulate the use, occupancy, or enjoyment of the Premises; drainage ditches, feeders and laterals; all outstanding mineral rights or reservations, oil, gas or mineral leases; water districts, water rights; rights of tenants, lessees, licensees or any persons in possession; matters which could be disclosed by a survey of the Premises; and

\_\_\_\_\_.

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

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

IN WITNESS WHEREOF, the Grantor, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, has caused these presents to be signed in its name.

**IRON HORSE ACRES LLC**, a Delaware limited liability company

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

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

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

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

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF \_\_\_\_\_            )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020 the above named \_\_\_\_\_, \_\_\_\_\_ of the Investment Manager of Iron Horse Acres LLC to me known to be the person who executed the foregoing instrument voluntarily for its stated purposes, and acknowledged the same in his capacity as Vice President of the Investment Manager of Iron Horse Acres LLC.

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

I/We have read this Exhibit C and agree to these auction conditions.

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

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

## EXHIBIT C

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

Auction Marketing Specialists Nationwide

**Date:** October 31, 2020

**Owner:** Iron Horse Acres, LLC

**Sale Managers:** Matt Wiseman, Dean Retherford, Jason Minnaert and Brad Horrall

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. Bidding is open to registered bidders who have made arrangements with the Auction Company to bid online or via telephone. The auction will be conducted by and at the direction of the auctioneer calling for bids via live simulcast.
2. The terms of sale are contained in the Contract to Purchase, including Exhibit A, Exhibit B and this Exhibit C, all of which have been posted to the auction website and included in the Bidder's Packets distributed via mail and/or email prior to the auction.
3. The auction tracts are identified by tract number in Exhibit A. You may bid on any tract or combination of tracts or the entire property. Bidding will remain open on individual tracts and combinations until the close of the auction.
4. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
5. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.
6. The final bid(s) are subject to the Seller's acceptance or rejection. Seller's acceptance may be delivered on or before 11:59 p.m. on Saturday, October 31, 2020.

#### **PART B - TERMS OF SALE OUTLINED:**

7. A Buyer's Premium equal to 2% of the high bid amount will be charged to each Buyer and added to the bid amount to arrive at the purchase price.
8. Buyer shall deliver 10% of the purchase price as an earnest money deposit. The earnest money deposit may be delivered by check or wire transfer, but it must be received by Auction Company **on or before Tuesday, November 3, 2020.**

9. The balance of the purchase price is due in cash at closing. The closing will be scheduled in accordance with Section 4 of the purchase contract. The targeted closing period is on or before November 30, 2020.
10. The closing agent's fee to administer the closing will be shared equally (50:50) between Buyer and Seller. Buyer will pay all costs of any loan obtained by Buyer.
11. Seller will pay any unpaid real estate taxes, assessments and/or penalties that are due and unpaid at the time of closing. Seller will also pay the estimated amount of the 2020 taxes due in 2021 as a credit to Buyer at closing. Buyer will then pay all taxes and assessments when due after closing.
12. Seller shall pay any state and county real estate transfer stamps. Any municipal real estate transfer tax shall be paid the party responsible for payment by law or custom.
13. The property will be conveyed by Special Warranty Deed in substantially the form which is included in your Bidder's Packet as **Exhibit B**.
14. Owner's title insurance will be furnished at Seller's expense in accordance with Section 9 of the purchase contract.
15. Buyer agrees to accept title and acquire the purchased tract(s) subject to all easements and other "Permitted Exceptions" as defined in Section 8 of the purchase contract.
16. Without limiting Section 8 of the purchase contract, Buyer agrees to acquire the purchased tract(s) subject to all matters (except liens, if any) listed, identified and/or disclosed in the Preliminary Title Evidence. The Preliminary Title Evidence consists of the preliminary title insurance schedules and pre-auction surveys described in Section 7 of the purchase contract, all of which have been posted to the auction website prior to the auction.
17. Buyer will acquire any mineral rights that have not been severed from the ownership of the surface rights, but no warranty is made as to the ownership of any minerals. Without limiting the foregoing disclaimer, the title company has identified specific exceptions for partial severances of: (a) the oil, gas and other minerals as to part of Tract 20; and (b) the oil and gas as to Tract 21.
18. Possession shall be delivered at closing, subject to the rights of the current farm tenants for the remainder of the 2020 crop year and subject to all other Permitted Exceptions. Seller is retaining all rights to the 2020 farm rent.
19. A new survey of the land to be conveyed at any closing shall be obtained *if and only if*: (a) the conveyance will involve the creation of a new parcel not described in the pre-auction surveys and/or existing legal descriptions; 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.
20. 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.

21. The cost of any survey obtained in accordance with the purchase contract and this Exhibit C shall be shared equally (50:50) by Seller and Buyer.
22. If a new survey is obtained in accordance with the purchase contract and this Exhibit C, and if the gross acres shown in the survey differ by more than one acre from the acre estimate(s) shown in Exhibit A for the purchased land, the purchase price shall be adjusted proportionately to reflect the difference.
23. As shown in Exhibit A, the acre estimates for Tracts 13, 14, 15 & 21 have been revised for purposes of the auction as follows:

ACRE ESTIMATES (±)				Subtotal			Subtotal	Total
	Tr. 13	Tr. 14	Tr. 15	Tr. 12 - 18	Tr. 21	Tr. 19 - 21	Tr. 1 - 21	
Advertised Acres (±)	42	80	36	385	40	109	1131	
Revised / Exhibit A (±)	41	81	37	386	41	110	1133	

24. The acres shown in Exhibit A are approximate and have been estimated based on the rounded acre totals shown in the pre-auction surveys and an approximate, provisional allocation between the potential new tracts. No warranty or authoritative representation is made as to the number of gross acres or cropland acres included with any tract or set of tracts.
25. Boundary lines and auction tract maps depicted in Exhibit A and the auction marketing materials are approximations provided for identification and illustration purposes only. The approximate locations of certain corners were marked with flags placed by auction personnel prior to the auction. Such maps and markers are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
26. If a dispute arises prior to closing as to the location of any boundary, the Auction Company may (but need not) 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.
27. **Tracts 5, 7 & 9:** The Buyers of Tracts 5, 7 and 9 shall be solely responsible for the installation of any ditch crossing improvements that may be necessary or desirable for access to any parts of those tracts.
28. **Tracts 6 & 7:** With respect to Tracts 6 and 7, a certified wetland determination and NRCS letter dated December 21, 2018 have been posted to the auction website.
29. **Tracts 6 & 7:** As an update to the marketing materials, the current FSA records show 109.67 total cropland acres for the farm that includes Tracts 6 and 7, but this figure includes about 3± cropland acres that are not part of the auction property.

30. **Tracts 8 - 11:** As an update to the marketing materials, the current FSA records show 159.4 total cropland acres for Tracts 8 - 11.
31. **Tracts 8 & 10:** The boundary line between Tracts 8 and 10 (if not purchased together) will be the north line of the NE quarter of the SW quarter of Section 33 (which appears to be slightly north of the existing field line and a partial old fence line).
32. **Tract 10:** The electric wire fence around the pasture, the pasture gates and the metal posts and barbed wire on the east end of the pasture are excluded from the sale of Tract 10.
33. **Tract 12:** Tract 12 is subject to a 30-foot wide ingress and egress easement, as shown in the pre-auction survey and approximately depicted in Exhibit A.
34. Information booklets have been provided to prospective buyers in printed form and/or via download from the auction website. The information booklets include information obtained or derived from third-party sources, including the pre-auction surveys, soil maps, topography maps, wetlands maps, flood zone maps, FSA information, property tax information and preliminary title insurance schedules. Such information has been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, Seller and Auction Company disclaim any warranty or liability for the information provided.
35. **Tracts 12 - 18:** The information booklet for Tracts 12 - 18 was updated during the marketing period to correct the auction tract number labels on certain FSA records.
36. 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 as 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 building permit, driveway permit, septic permit or any other permit; or (e) the accuracy of any materials or information prepared or provided by any third party.
37. At the close of the auction, each high bidder shall execute a purchase contract in the form posted to the auction website, consisting of the Contract to Purchase with Exhibits A, B and C. The terms of these documents are non-negotiable. You will be closing on the tract or combination of tracts on which you are the successful bidder in the manner in which you bid at the auction.
38. Schrader Real Estate and Auction Company, Inc. and its agents and representatives are exclusively the agents of the Seller and are not acting as the agent of any Buyer.

Thank you for your interest in this offering. If you have any questions, please feel free to talk to one of our representatives.

ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER  
TAKE PRECEDENCE OVER THIS PRINTED MATERIAL.