

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT (“**Bill of Sale**”) is made as of the ____ day of _____, 2018, by WAMBLE MOUNTAIN FARMS, LLC, a Delaware limited liability company (“**Grantor**” or “**Assignor**”) for the benefit of [TBD], a _____ (“**Grantee**” or “**Assignee**”).

As part of the closing of the transaction contemplated by that certain Real Estate Purchase Agreement – Sale Upon Auction between Grantor and Grantee with an effective date of August 30, 2018 (the “**Purchase Agreement**”) on the Property (as that term is defined in the Purchase Agreement) more particularly described in **Exhibit “1”** attached hereto and made a part hereof, Grantor does hereby grant, bargain, sell, transfer and deliver unto Grantee, its successors and assigns, all goods, chattels and items of personal property now owned by Grantor and located on or used in connection with the Property.

Further, Assignee does hereby sell, assign, convey and transfer to Assignee any and all right, title and interest of Assignor in and to the following:

1. All existing licenses, permits, approvals and entitlements for development issued or granted by governmental or quasi-governmental bodies or entities having jurisdiction or authority over the Property and pending applications therefor related to the Property (collectively, “**Governmental Approvals**”);
2. All warranties, correction rights and guarantees, expressed or implied, written or oral, relating to or arising out of any agreements or contracts related to the development, design and/or construction of improvements to the Property (collectively, “**Warranties**”);
3. All plans and specifications, surveys, environmental studies, soils reports, instruction manuals and procedure manuals, and any other documents, work product or intellectual property related to the use, design and/or construction of the Property (collectively, the “**Materials**”);
4. That certain Farm Lease and Security Agreement dated _____, 2018, by and between Grantor, as Landlord, and Randy Esker, as Tenant, for the Property (the “**Farm Lease**”); and
5. That certain Amended and Restated Grain Bin Lease Agreement dated _____, 2018, by and between Grantor, as Landlord and Randy Esker, as Tenant, for the Grain Bins (as such term is defined therein) (the “**Grain Bin Lease**”).

The Governmental Approvals, Warranties, Materials, Farm Lease, and the Grain Bin Lease are sometimes collectively referred to as the “**Assigned Property**”.

Assignor represents and warrants that any and all amounts that were due and payable to third parties with respect to the Assigned Property through the date of this Bill of Sale (“**Pre-Closing Payment Obligations**”) have been paid in full and Assignor shall indemnify, defend and hold Assignee harmless from any and all claims, liabilities, costs and expenses (including reasonable attorneys’ fees and the cost to bond around lien claims) arising out of or related to Pre-Closing Payment Obligations.

At the request of Grantee/Assignee, Grantor/Assignor agrees to execute, acknowledge and deliver such additional documents and instruments and to take such further actions as may be reasonably necessary or appropriate to effect the conveyances or assignments contemplated by this Bill of Sale.

EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN.

ASSIGNOR:

WAMBLE MOUNTAIN FARMS, LLC

By: _____

Name: _____

Title: _____

EXHIBIT 1
TO
BILL OF SALE AND GENERAL ASSIGNMENT

LEGAL DESCRIPTION OF PROPERTY

The West Half of the Northeast Quarter, the Northeast Quarter of the Northwest Quarter, Part of the Southeast Quarter of the Northwest Quarter, Part of the North Half of the Northwest Quarter of the Southeast Quarter, Part of the North Half of the Northeast Quarter of the Southwest Quarter, and Part of the Southwest Quarter of the Northwest Quarter, all in Section 23, Township 4 South, Range 11 West of the Third Principal Meridian, Monroe County, Illinois being more particularly described as follows:

Beginning at an iron pin set at the Northeast corner of said West Half of the Northeast Quarter; thence South 00°30'41" West 3294.95 feet to an iron pipe found at the Southeast corner of said North Half of the Northeast Quarter of the Southeast Quarter, thence North 89°29'22" West 1241.58 feet along the South line of said North Half of the Northwest Quarter of the Southeast Quarter to an iron pin set in the Centerline of Levee Road; thence along said centerline North 40°07'49" West 1995.00 feet to an iron pin set; thence continuing along said centerline North 41°51 '48" West 256.48 feet to an iron pin set; thence continuing along said centerline North 45°15'15" West 157.73 feet to an iron pin set; thence continuing along said centerline North 48°17'31" West 232.17 feet to an iron pin set in the North line of said Southwest Quarter of the Northwest Quarter; thence South 89°45'18" East 391.72 feet to an iron pin set at the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence North 00°55'52" West 1303.16 feet along the West line of said Northeast Quarter of the Northwest Quarter to the Northwest Corner thereof; thence North 89°59'13" East 2642.74 feet to the Point of Beginning, containing 173.775 acres, more or less.

Subject to the Right of Way of Levee Road along the entire Southwesterly side thereof. Subject also to any and all easements, rights of way, restrictions and covenants, recorded or otherwise.