

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**"); and
4. That certain Amended and Restated Farm Lease and Security Agreement dated _____, 2018, by and between Grantor, as Landlord, and Randy Esker, as Tenant, for the Property (the "**Farm Lease**").

The Governmental Approvals, Warranties, Materials, and the Farm 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

Part of Surveys 320, 321, 322, 323, 324, and 325; said Surveys 322, 323, 324 and 325 also being part of the "Hardy Tract" as recorded in Survey Record Book B, Page 34, in the Office of the Recorder of Monroe County, all parts in Township 5 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois being more particularly described as follows:

Commencing at an iron pipe found at the Northwest corner of said "Hardy Tract"; thence South 34°19'05" West 2108.59 feet along the West line of said "Hardy Tract" also being the West line of said Survey 325 to an iron pin set in the Centerline of Levee Road; thence South 48°32'05" East 2745.04 feet along the Centerline of Levee Road to an iron pin set in the East line of said Survey 320; thence South 34°25'32" West 5178.61 feet along said East line of Survey 320 to the Northeasterly Bank of the Mississippi River; thence in Northwesterly direction along and with the meander of said Northeasterly bank a distance of 3,577 feet, more or less, to the West line of said Survey 325, also being the West line of said Hardy Tract; thence North 34°19'05" East 4015. 73 feet along said East line to the Point of Beginning, containing 286.641 acres, more or less.

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