

RIDER

This Rider (the "Rider") is attached to and made a part of the Vacant Land Offer to Purchase (the "Offer") by and between Hickory Hill Farms, Inc., a Wisconsin corporation ("Seller" and _____

_____ ("Buyer[s]"))

for the property described under Section 1, Property, below, located in the Town of Farmington, Jefferson County, Wisconsin. This Rider, the Offer and Exhibit A shall be collectively known as the "Agreement". The Rider shall control in the event of a conflict between the Rider and the Offer.

1. Property. The property being the subject of this Agreement is identified as Tract number(s) _____ (hereinafter referenced individually as the "Tract" and collectively as the "Tracts"), constituting approximately _____ acres, located in the Town of Farmington, Jefferson County, Wisconsin, as further described in the Plat of Survey prepared by Fullcircle Engineering & Surveying as Job ID: 1809081B, dated October 22, 2018, attached hereto and incorporated herein by reference as Exhibit A, which Buyer and Seller hereby acknowledge and agree is accurate in all respects and for all purposes under this Agreement including, without limitation, calculation of the Purchase Price (defined below), and as further set forth in the legal description(s) of the Property to be set forth and insured under the title commitment to be issued in this transaction (the "Property").

2. Purchase Price. Subject to adjustments and prorations set forth in this Agreement, the amount to be paid by Buyer to Seller for the Property is _____ Dollars (\$ _____) (the "Purchase Price"), representing Buyer's successful bid(s) at auction for the Property, plus Five Percent (5.0%) thereof, as the Buyer's premium owed to Steffes Group, Inc. (the "Buyer's Premium") and collected with the Purchase Price, for a total sum due from Buyer of _____ Dollars

(\$ _____) (the "Total Purchase Price"). For the purposes of determining the amount recognized at sale for income tax purposes and for filing the Wisconsin Real Estate Transfer Return and paying the requisite transfer fee, the Purchase Price represents the total consideration paid by Buyer to Seller in connection with the sale and purchase of the Property.

3. Earnest Money. Commensurate with Buyer executing and delivering the Agreement to Seller or an agent of Seller, Buyer shall issue payment to the order of Fidelity Land Title, Ltd. in the amount of _____ Dollars (\$ _____), representing a non-refundable earnest payment, constituting Twenty Percent (20.0%) of the Total Purchase Price (the "Earnest Money"). The Earnest Money shall be deposited with Fidelity Land Title, Ltd., as escrow agent ("Escrow Agent") to be held pursuant to an escrow agreement having terms and provisions consistent with the terms and provisions of this Agreement and otherwise in form and content reasonably satisfactory to Buyer and Seller and their respective counsel and shall be executed by Seller, Buyer and Escrow Agent. Buyer, in Buyer's sole discretion, may elect to have interest accrue upon the escrowed Earnest Money, and such interest shall be payable to Buyer at the time the Escrow Agent shall disburse the Earnest Money. The escrowed Earnest Money shall be applied to the Total Purchase Price at the time of Closing. In the event this transaction fails to close due to Buyer's default, the parties hereby agree that Seller shall be entitled to and shall promptly receive from Escrow Agent payment of all

escrowed sums attributable to the Purchase Price, and Steffes Group, Inc. shall be entitled to and shall promptly receive from Escrow Agent payment of all escrowed sums attributable to the Buyer's Premium notwithstanding Buyer's failure or refusal to execute and deliver to Escrow Agent documentation required by Escrow Agent as a condition to disbursement of the Earnest Money, and Seller and Steffes Group, Inc. shall be entitled to retain such disbursed Earnest Money. Seller shall have the right to exercise such other remedies as are available to Seller at law and in equity. In the event this transaction fails to close due to Seller's default, the parties hereby agree that Buyer shall be entitled to and shall promptly receive from Escrow Agent payment of all escrowed sums attributable to the Purchase Price, and Steffes Group, Inc. shall be entitled to and shall promptly receive payment of escrowed sums attributable to the Buyer's Premium notwithstanding Seller's failure or refusal to execute and deliver to Escrow Agent documentation required by Escrow Agent as a condition to disbursement of the Earnest Money, and Buyer and Steffes Group, Inc. shall be entitled to retain such disbursed Earnest Money. Buyer shall have the right to exercise such other remedies as are available to Buyer at law and in equity.

4. Closing. Closing shall take place on or before December 14, 2018 at the office of Fidelity Land Title, Ltd., or upon such other date agreed to in writing by Buyer and Seller.

5. Brokerage. Seller and Buyer represent to each other that neither has dealt with any brokers or intermediaries entitled to a commission or premium from this transaction other than Steffes Group, Inc. which represents the Seller. Steffes Group, Inc. shall receive payment at Closing of Buyer's premium in the amount of Five Percent (5.0%) of Buyer's successful bid(s) for the Property constituting payment of all sums due to Steffes Group, Inc. in this matter. Seller and Buyer hereby indemnify and hold each other harmless from any claims for commissions from all other brokers and intermediaries. The provisions of this Section 5 shall survive the date of Closing.

6. 2018 Crop Harvest. Buyer hereby acknowledges and agrees that Seller's tenant shall retain all rights to harvest the 2018 crops upon the Property, and that such rights include, without limitation, access to and from the crops over the Property and sufficient space upon the Property to complete the crop harvest. The Property shall be available to Buyer for the 2019 crop harvest. Buyer hereby further acknowledges and agrees that Seller shall retain all rents under the crop leases affecting the Property through lease termination which shall be not later than December 31, 2018, together with all rights at law and in equity to enforce the terms and provisions of such leases.

7. Cash Transaction/Contingencies. Buyer hereby affirms that this is a cash transaction and not subject to a financing contingency. Buyer further affirms that Buyer's obligations under this Agreement are not subject to any condition or contingency.

8. As Is. Notwithstanding any provision in this Agreement to the contrary, the Conditions Affecting the Property or Transaction at lines 163 through 187 and 245 through 278 of the Offer and all representations and warranties wherever contained in the Agreement and reference to survival of the same following Closing and the conveyance of the Property are hereby deleted and such Conditions Affecting the Property or Transaction and warranties and representations shall have no force or effect and the following are substituted therefor:

Buyer understands and agrees that the Property is being purchased "as is" and that

neither Seller nor Seller's agent(s) makes nor has made any representations or warranties, whether express, implied or arising by operation of law, as to the quality or condition of the surface and subsurface of the Tract(s), nor as to any (non) compliance with any relevant law, code, ordinance, rule or regulation, nor as to any other matter or condition affecting the Property.

Buyer hereby acknowledges receipt of sufficient, independent consideration for the purpose of extending the terms of this paragraph to all actions against Seller or Seller's agents for negligence and/or misrepresentation, except intentional misrepresentation, which Buyer may now have or acquire in the future against Seller in relation to the Property or this Agreement. Buyer shall exclusively rely upon Buyer's personal inspections, investigations, and evaluations and the inspections, investigations, and evaluations of Buyer's own agents and representatives in proceeding with the purchases hereunder and shall not rely upon any statement of Seller and/or Seller's agent(s), whether contained herein or made verbally or in writing elsewhere.

The inclusion of the foregoing provision in this Offer is material to Seller's decision to enter into this Offer and to convey the Property to Buyer.

9. Use Tax. Buyer hereby agrees to and shall indemnify and hold Seller harmless from and against any and all actions, proceedings, damages, taxes, penalties, liabilities, expenses, costs and fees including, without limitation, attorneys' fees and other costs and expenses reasonably incident to proceedings or investigations or the defense or settlement of any claim or claims pertaining to the conversion of the Property's use so that it is no longer eligible to be assessed as agricultural land as provided under Section 74.485, Wis. Stats. Buyer hereby agrees to and shall be fully responsible for all conversion charges under Section 74.485, Wis. Stats., as a result of the actions of Buyer following the Closings.

10. Farm Service Agency. Buyer hereby acknowledges and agrees that Buyer shall display to the Jefferson County Farm Service Agency following closing a copy of the recorded deed to the Property in order to receive the following, if applicable:

- a. Allotted base acres;
- b. Information concerning and qualification for participation in applicable government programs; and
- c. Final determination of the tillable acres.

Buyer further acknowledges that the Jefferson County Farm Service Agency is the authority which calculates and determines the tillable acres.

11. Fences. Notwithstanding lines 121 and 122 of the Offer and Section 90.03, Wis. Stats., Buyer hereby agrees to and shall construct, install and maintain in good repair and condition at all times all partition fences or other markers (if such markers are agreed to by the adjoining landowners), at Buyer's sole expense, for the purpose of separating adjoining properties where Buyer and/or the adjoining landowner occupy their respective properties for farming or grazing purposes.

12. Ingress and Egress. Buyer hereby acknowledges and agrees that Buyer, at Buyer's expense, shall be solely responsible for obtaining all approvals, if the same are available to be granted, and shall construct and install all means of ingress to and egress from the Property desired by Buyer. Buyer further acknowledges that Seller does not make any warranties or

representations concerning the availability of means of ingress and egress to and from the Property or the legality or insurability of any existing means of ingress to and egress from the Property.

13. Announcements on the Date of Auction. Buyer acknowledges and agrees that any announcement(s) made by Steffes Group, Inc., or its authorized designee, on the date of and with respect to the auction of the advertised Tracts takes precedence over all advertising previously published or disseminated in writing or verbally. Buyer shall be responsible for identifying, understanding and evaluating with respect to Buyer's investment in the Tract(s) all such announcements.

14. Environmental Conditions. Buyer hereby acknowledges that Seller makes no warranties or representations concerning any environmental condition(s) affecting the Property or other properties, whether or not proximate or adjacent to the Property, including, without limitation:

a. Whether the Property is now or will be at the time of closing in compliance with all federal, state and local laws, rules, regulations, ordinances, codes and orders governing, establishing, limiting or otherwise affecting the discharge or disposal of air pollutants, water pollutants, processed wastewater or solid and/or hazardous waste including, but not limited to, all regulations and standards of the Environmental Protection Agency and the Wisconsin Department of Natural Resources or their successors or designees;

b. The existence of any basis for any action or proceeding by the local municipality, Environmental Protection Agency, Wisconsin Department of Natural Resources or any other government entity or their successors or designees;

c. The disposal of and/or existence upon the Property of any solid or hazardous waste or substance;

d. The existence of any landfills, hazardous substances, underground storage tanks, PCBs, subterranean tunnels, cavities, wells, mines, sinkholes, springs or concealed fill-ins on or under the Property; and

e. The existence of any other environmental condition or hazardous substance, solid waste or hazardous waste as the same may be identified and defined by any federal, state, county, or municipal law, statute, ordinance, order or regulation related to protection of the environment and applicable to the Property (including, without limitation, regulations promulgated by the Environmental Protection Agency and the Wisconsin Department of Natural Resources or their successors or designees).

Buyer hereby agrees to and shall be, at Buyer's expense, solely responsible for all expenses of remediation and related expenses, costs, fines and penalties in connection with the same regardless of when the cause of contamination originated, the reasons for the same and the properties affected (the "Remediation Expenses"). Buyer hereby agrees to and shall indemnify and hold Seller harmless from and against any and all actions, proceedings, liabilities, costs, expenses and fees including, without limitation, reasonable attorneys' fees and other costs and expenses reasonably incident to proceedings or investigations or the defense or settlement of any claim or claims incurred or asserted in connection with the Remediation Expenses or due to or

arising directly or indirectly from any environmental condition, substance, pollutant or other environmental or environmentally related condition, matter or substance affecting the Property.

15. Binding Agreement. Seller and Buyer acknowledge and agree that this Agreement is intended to be binding and enforceable and each party waives any right to challenge the enforceability of this Agreement.

16. Miscellaneous.

a. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

b. All signatories of this Agreement warrant and represent that they have proper authority to execute these documents.

c. Each party hereto shall do all things and take all actions and execute and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

d. This Agreement may be signed in counterparts, each of which, upon execution and delivery, shall be deemed an original. A facsimile copy of this Agreement containing facsimile signatures shall constitute a valid and binding counterpart of this Agreement as if originally executed.

e. This Agreement constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by all parties.

f. In the event that any provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

g. In the event the Property constitutes more than one (1) Tract, Seller shall convey the same under one deed and shall cause Fidelity Land Title, Ltd. to issue one (1) title commitment ensuring each Tract constituting the Property.

SELLER:
HICKORY HILL FARMS, INC.
a Wisconsin corporation

By: _____
Peter W. Meissner, Vice President

BUYER:

By: _____

By: _____

By: _____