

CONTRACT TO PURCHASE AGRICULTURAL LAND (ILLINOIS - CORDOVA FARM)

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

This Contract is entered into this 21st day of March, 2012, between PROVENTUS LLC, a Delaware limited liability company ("**Seller**" as to only the portion of the Property identified as Auction Tracts 1-5), and PROVENTUS II LLC, a Delaware limited liability company ("**Seller**" as to only the portion of the Property identified as Auction Tracts 6-9), and _____, a(n) _____ ("**Buyer**"), who contract to sell and purchase, respectively, the following described real estate commonly known as: Auction Tract(s) _____ of the Cordova Farm located in Whiteside County, Illinois, which consists of approximately _____ acres and is legally described and/or generally depicted in **Exhibit A** attached hereto (the "**Property**"). In the event a Survey is prepared, the actual boundaries and legal description of the Property shall be verified by the Survey.

1. PURCHASE PRICE AND TERMS

Bid Price	\$ _____
Buyer's Premium (2% of Bid Price)	\$ _____
Total Purchase Price	\$ _____
Earnest Money Deposit	(\$ _____)
Pre-Closing Access Deposit (if applicable)	(\$ _____)
Farm Tenant Reimbursement Credit	\$ _____
Approximate Balance Due at Closing	\$ _____

In the event a Survey is obtained by Seller, the Purchase Price will be adjusted proportionately based upon final surveyed acreage if the final surveyed acreage varies from the acreage first listed above in this Contract by more than 1 acre.

At Closing, Seller shall have the right to allocate the Purchase Price between the respective Auction Tracts and Seller in its sole and absolute discretion.

2. METHOD OF PAYMENT

The Purchase Price shall be paid by Buyer to Seller by: (i) application of the Earnest Money Deposit and Pre-Closing Access Deposit (if applicable) 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

At Closing, Seller shall convey and transfer the Property to Buyer by a Special Warranty Deed(s), in 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 **April 23, 2012**, 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 for Seller to complete any of the required closing documents or the Survey 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/or the Survey are completed and/or the governmental approval(s) are obtained and the Title Company is prepared to issue an Owner's Title Policy. There shall be no contingency period for Buyer to obtain governmental approvals for the development of the Property or to obtain financing for the acquisition of the Property.

B. Closing Agent and Closing Costs. The Closing shall be through an escrow with Knight-Barry Title Group, 330 E. Kilbourn Avenue, #925, Milwaukee, Wisconsin 53202 ("**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(s), any closing costs due to Buyer securing a mortgage, and any other costs customary 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.

Closing Agent and Title Company's contact information and wire instructions are as follows:

ELIZBETH PEETZ
KNIGHT-BARRY TITLE GROUP
330 E. Kilbourn Ave, #925
Milwaukee, WI 53202
Direct (414) 847-4040
Office (414) 727-4545
Fax (414) 727-4411
liz@knightbarry.com

BANK:	M&I Marshall & Ilsley Bank 770 N. Water Street, Milwaukee, WI 53202
ABA ROUTING NUMBER:	075000051
ACCOUNT NAME:	Knight-Barry Title, Inc.
ACCOUNT NUMBER:	0033697895
REFERENCE:	Cordova _____ [Insert name of Buyer] Attention: Elizabeth Peetz Telephone: (414) 847-4040 Facsimile: (414) 727-4411

C. Closing Documents.

- Seller's Closing Deliveries:** At Closing, Seller shall deliver to Closing Agent the following: (i) the Deed(s); (ii) Plat Act Affidavit(s); (iii) an Owner's Title Affidavit, or any other documents reasonably requested by the Title Company for the issuance of the Owner's Title Policy; (iv) FIRPTA Statement(s); (v) all required real estate transfer declarations, returns, and/or affidavits; (vi) Seller executed counterpart of the closing statement(s) prepared by the Title Company; (vii) Seller executed counterpart of the Assignment of CRP Contract (if applicable); and (viii) such other documents as are reasonably required by the Title Company to consummate the Closing.
- Buyer's Closing Deliveries:** At Closing, Buyer shall deliver to Closing Agent the following: (i) the balance of the Purchase Price due at Closing; (ii) any documents or affidavits reasonably requested by the Title Company for the issuance of the Owner's Title Policy; (iii) all required real estate transfer declarations, returns, and/or affidavits; (iv) Buyer executed counterpart of the closing statement(s) prepared by the Title Company; (v) Buyer executed counterpart of the Assignment of CRP Contract (if applicable); and (vi) such other documents as are reasonably required by the Title Company to consummate the Closing.

5. POSSESSION, GRAIN BIN ACCESS AGREEMENT, PRE-CLOSING ACCESS AGREEMENT, AND AGRICULTURAL TENANT REIMBURSEMENT

A. Possession and Grain Bin Access Agreement.

The Parties agree that possession of the Property is to be delivered to Buyer on the Closing Date.

Notwithstanding the foregoing, in the event Buyer is acquiring title to the portion of the Property identified as Auction Tract 7, (i) Buyer agrees to accept title to Auction Tract 7 subject to the rights of the licensee to access and possess the grain bins located on Auction Tract 7 until July 1, 2012, pursuant to that certain Grain Bin Access License Agreement dated March 1, 2012 (the "**Grain Bin Access Agreement**"); (ii) Buyer acknowledges and agrees that Buyer has been provided with a copy of the Grain Bin Access Agreement and that Buyer shall assume all rights and obligations of the Grain Bin Access Agreement at the Closing; and (iii) the provisions of this paragraph relating to the Grain Bin Access Agreement shall survive the Closing.

B. Pre-Closing Access Agreement.

In the event Buyer desires to obtain possession to the Property prior to the Closing Date, Buyer must: (i) execute that certain Pre-Closing Access License Agreement, in substantially the form attached hereto as **Exhibit C** (the "**Pre-Closing Access Agreement**"); and (ii) deposit additional funds in the amount of ten percent (10%) of the Purchase Price (the "**Pre-Closing Access Deposit**") to be held by Escrow Agent subject to the terms of the Pre-Closing Access Agreement. In the event of any conflict between the terms of this Contract and the terms of the Pre-Closing Access Agreement concerning the pre-closing access to the Property, the Pre-Closing Access Deposit, or the Pre-Closing Access Agreement, the terms of the Pre-Closing Access Agreement shall control.

C. Agricultural Tenant Reimbursement.

The existing agricultural lease pertaining to the Property was terminated by Seller effective March 1, 2012. Seller has reimbursed the agricultural tenant for its 2012 crop year expenses and costs. Buyer shall be required to provide to Seller a credit at the Closing in the applicable amounts set forth below for the 2012 crop year expenses and costs advanced by Seller (the "**Farm Tenant Reimbursement Credit**"):

<u>Auction Tract:</u>	<u>Amount Due from Buyer:</u>
1	\$22,785.00
2	\$5,040.89
3	\$25,025.88
4	\$25,740.90
5	\$23,998.35
6	\$4,339.65
7	\$0
8	\$19,429.33
9	\$46,590.90

6. CRP CONTRACTS

Buyer acknowledges that the portion of the Property identified as Auction Tracts 8 and 9 are subject to certain Conservation Reserve Program Contracts ("**CRP Contracts**").

In the event Buyer is acquiring title to either Auction Tract 8 or Auction Tract 9: (i) Buyer agrees to accept title to the Property subject to all CRP Contract(s) pertaining to the Property as set forth below; (ii) at the Closing, Seller and Buyer shall execute an Assignment of CRP Contract(s) (the "**Assignment of CRP Contract**"), in substantially the form attached hereto as **Exhibit D**; and (iii) Buyer acknowledges and agrees that Buyer has been provided with a copy of the CRP Contract(s) pertaining to the Property.

<u>CRP Contract Number:</u>	<u>Auction Tract Encumbered by CRP Contract:</u>
CRP Contract No. 1106	8
CRP Contract No. 1107	8
CRP Contract No. 1108	9
CRP Contract No. 1109	9

7. REAL ESTATE TAXES

The 2011 real estate taxes and assessments due and payable in 2012 shall be paid by Seller prior to the Closing Date. In the event the 2011 real estate taxes and assessments are not payable as of the Closing Date, Seller shall escrow with the Closing Agent an amount sufficient to pay the 2011 real estate taxes and assessments pertaining to the Property and direct the Closing Agent to pay the 2011 real estate taxes and assessments once such taxes and assessments are payable. Buyer shall be responsible for the payment of the 2012 real estate taxes and all other assessments due and payable in 2013 and all subsequent years thereafter.

8. TITLE EVIDENCE

Buyer acknowledge and agrees that Buyer has received and reviewed a current commitment for title insurance issued by a title company licensed to issue the same in the State of Illinois (the "Title Company") showing the condition of title to the Property (the "Title Commitment"). Buyer further acknowledge and agrees to accept title to the Property subject to the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof; (b) restrictions or reservations of any type; (c) zoning laws and ordinances; (d) roadways, rights of way, and easements; (e) any contracts purporting to limit or regulate the use, occupancy, or enjoyment of the Property; (f) all outstanding mineral rights or reservations, oil, gas or mineral leases; (g) water districts, water rights; (h) rights of tenants, lessees, licensees, or any persons in possession; (i) matters which could be disclosed by a survey of the Property; and (j) any other matters shown on the Title Commitment (collectively, the "Permitted Exceptions").

At the Closing, Seller shall cause the Title Commitment to be converted into an Owner's Title Policy in the amount of the Purchase Price showing Buyer as the owner of the Property as of the Closing Date subject to the general exceptions and the Permitted Exceptions. Seller shall not be required to provide any endorsements to the Owner's Title Policy. The cost of the Owner's Title Policy shall be paid for by Seller.

9. SURVEY

At Seller's election or if such Survey is required by law to complete the transaction, Seller shall obtain a boundary survey (the "Survey") prepared by a licensed land surveyor dated within six (6) months of the Closing Date. The cost of the Survey shall be split equally by Seller and Buyer.

10. WARRANTIES

Buyer acknowledges and agrees that an inspection was made of the Property or Buyer is familiar therewith to the extent desired, and with respect to this Contract, is satisfied in all respects with the condition of the Property and with the availability of all necessary utilities and access. Buyer understands that Seller makes no representation as to the condition, quality, or serviceability of the Property or any environmental condition concerning or affecting the Property for any particular purpose. Buyer further understands that by entering into the Contract, Buyer is agreeing to accept the Property in its "AS IS" condition.

11. 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.

Notwithstanding the foregoing, Proventus LLC shall be liable as "Seller" under this Contract only for obligations and liabilities relating to Auction Tracts 1-5, and Proventus II LLC shall be liable as "Seller" under this Contract only for obligations and liabilities relating to Auction Tracts 6-9. There shall be no joint and several liability under this Contract between Proventus LLC and Proventus II LLC.

12. COMMISSION

Seller shall be responsible for any real estate brokerage commission owed to Schrader Real Estate and Auction Company, Inc. as the listing broker utilized by Seller. Notwithstanding the foregoing, Buyer acknowledges and agrees that the Buyer's Premium shall be applied toward the payment of such real estate brokerage commission. Seller shall not be responsible for any real estate broker commission owed to any broker retained or utilized by Buyer.

13. EARNEST MONEY ESCROW

The Earnest Money Deposit shall be held in a non-interest bearing escrow account by Schrader Real Estate and Auction Company, Inc., as escrow agent ("**Escrow Agent**"), for the mutual benefit of the Parties, and shall be disbursed according to the terms of this Contract. Buyer acknowledges and agrees that Escrow Agent is authorized to wire the Earnest Money Deposit and Pre-Closing Access 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.

14. 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 30 days written notice to the Parties to the transaction as to the Escrow Agent's proposed distribution of the Earnest Money;
- B. Written notice to the Parties shall be given either by personal delivery or sent via U.S. Mail, first class with postage fully paid addressed to the Parties at their respective addresses as such appear in this Contract. Notice sent by U.S. Mail shall be deemed to be delivered on the third business day after being deposited in the mail; and
- C. If the Escrow Agent does not receive an objection to its proposed distribution within said 30 day time frame, 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 Earnest Money Deposit in accordance with the above written procedures and in accordance with the 30-day notice given by Escrow Agent, 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.**

15. GENERAL CONDITIONS AND STIPULATIONS

- A. 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. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand by U.S. mail to Seller or to Buyer at their respective addresses set forth below shall be considered sufficient service as of three (3) business days after mailing. If there is more than one Seller or Buyer addressee hereunder, the mailing of such notice or demand shall be made to each identified addressee of Seller or Buyer. Notice may also be sent by facsimile to Seller or Buyer at the facsimile number set forth below.

To Seller:

Proventus LLC and Proventus II LLC
c/o Hancock Agricultural Investment Group, Inc.
99 High Street, 26th Floor
Boston, MA 02110
Attention: Jim Neyhard
Senior Investment Analyst
Telephone: (617) 747-1672
Facsimile: (617) 210-8615
Email: jneyhard@hnrg.com

Copies to: Proventus LLC and Proventus II LLC
c/o Hancock Agricultural Investment Group, Inc.
99 High Street, 26th Floor
Boston, MA 02110
Attention: Donna Frankel, Esq.
General Counsel
Telephone: (617) 747-1536
Facsimile: (617) 210-8536
Email: dfrankel@hnrq.com

And

Seller's Attorney: Quarles & Brady LLP
Suite 4000
300 North LaSalle Street
Chicago, Illinois 60654
Attention: Matthew D. Heinke, Esq.
Telephone: (312) 715-5073
Facsimile: (312) 632-1717
Email: matthew.heinke@quarles.com

To Buyer: _____

Attention: _____
Telephone: _____
Facsimile: _____
Email: _____

Copy to Buyer's Attorney: _____

Attention: _____
Telephone: _____
Facsimile: _____
Email: _____

- C. This Contract contains all the terms and conditions agreed upon by the parties hereof, and supersedes all oral agreement regarding the subject matter of this Contract and may only be amended or altered in writing signed by all parties.
- D. 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) a mutually agreeable summary of the closing transaction; and (e) all laws, statutes, ordinances and regulations applicable to the transaction.
- E. 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 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. 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. Buyer shall advise Seller in writing of any intended like-kind exchange no less than five (5) business days prior to the Closing Date.
- F. Facsimile copies and signatures on this Contract shall be as valid as an originally signed Contract. This Contract may be executed in counterparts.

SIGNATURE PAGE

Seller does hereby accept the foregoing Contract this March 21, 2012.

BUYER:

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

By: _____
Name: _____
Title: _____

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

Buyer - Provide where Future Tax Bills and Original Deed should be mailed to after recording:

The undersigned Listing/Selling Broker as Escrow Agent acknowledges receipt of the aforementioned Earnest Money Deposit 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 copies 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
Facsimile: (260) 244-4431
Email Address: rd@schraderauction.com

Listing Broker (Escrow Agent) Acceptance of Earnest Money

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY THEIR WRITTEN CONSENT BY ALL PARTIES.

SELLER:

[EXECUTE IF CONTRACT IS FOR SALE OF AUCTION TRACTS 1-5]

PROVENTUS LLC, a Delaware limited liability company

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

By: _____
Name: _____
Title: _____

SELLER:

[EXECUTE IF CONTRACT IS FOR SALE OF AUCTION TRACTS 6-9]

PROVENTUS II LLC, a Delaware limited liability company

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

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION/DEPICTION OF PROPERTY

[INSERT LEGAL DESCRIPTION OR AERIAL DEPICTION CONTAINING AUCTION TRACT NUMBER]

EXHIBIT B
FORM OF DEED

This document prepared by:

After recording return to:

Send subsequent Tax Bills to:

This is not homestead property

PARCEL IDENTIFICATION NUMBER:

SPECIAL WARRANTY DEED

THIS DEED, made between _____, a Delaware limited liability company, having an address c/o Hancock Natural Resource Group, Inc., 99 High Street, 26th Floor, Boston, MA 02110 (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 Whiteside, 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.

EXHIBIT C

FORM OF PRE-CLOSING ACCESS AGREEMENT

Pre-Closing Access License Agreement

This Pre-Closing Access License Agreement (this "**Agreement**") is entered into this ____ day of March, 2012 (the "**Effective Date**") by and between PROVENTUS LLC, a Delaware limited liability company (as to only the portion of the Property identified as Auction Tracts 1-5), and PROVENTUS II LLC, a Delaware limited liability company (as to only the portion of the Property identified as Auction Tracts 6-9) ("**Licensor**"), and _____, a(n) _____ ("**Licensee**").

A. Licensor is the owner of certain real property commonly known as the Cordova Farm located in Whiteside County, Illinois (the "**Cordova Farm**").

B. Licensee is the contract purchaser to acquire a portion of the Cordova Farm generally known as Auction Tract(s) _____ (the "**Licensed Premises**") and as more particularly defined in that certain Contract to Purchase Agricultural Land dated March 21, 2012 (the "**Purchase Contract**"). Unless otherwise defined in this Agreement, the capitalized terms set forth herein shall have the meanings ascribed to them in the Purchase Contract.

C. Licensor desires to grant, and the Licensee desires to receive, upon and subject to the terms and conditions herein provided, a temporary non-exclusive license over and across the Licensed Premises for the sole and limited purposes of conducting farming operations on the Licensed Premises prior to Licensee's acquisition of the Licensed Premises.

NOW, THEREFORE, in consideration of the foregoing recitals, the monetary consideration set forth herein, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of License.** Subject to the terms and conditions of this Agreement and to all matters and conditions of record, Licensor hereby grants to Licensee, for the sole and exclusive use of the Licensee, a temporary non-exclusive license over and across the Licensed Premises for the sole and limited purposes of conducting farming operations on the Licensed Premises (the "**License**"). In the event Licensee is the contract purchaser of the portion of the Property identified as Auction Tract 7, Licensee acknowledges that it has been provided with a copy of the Grain Bin Access Agreement, and Licensee shall not interfere with the rights granted to the "Licensee" in the Grain Bin Access Agreement.
2. **License Fee.** On the Effective Date, Licensee shall pay the amount of ten percent (10%) of the Purchase Price (\$_____) to Escrow Agent as the license fee (the "**License Fee**"). Escrow Agent shall hold the License Fee as additional Earnest Money consistent with the terms and provisions of Sections 11, 13, and 14 of the Purchase Contract. Notwithstanding the foregoing, Licensee acknowledges and agrees that the Licensee Fee has been immediately earned by Licensor, and in the event of a default by Licensee under the Purchase Contract or this Agreement, Licensee covenants and agrees not to contest Escrow Agent's distribution of the Licensee Fee to Licensor.
3. **Term of License.** The term of the License shall commence on the Effective Date and shall terminate upon the earlier of the following occurrences: (i) upon the Closing of the acquisition of the Licensed Premises by Licensee; or (ii) upon the delivery of written notice by either Party advising the other Party (the "**Breaching Party**") that this Agreement is immediately terminated due to a breach of either the Purchase Contract or this Agreement by the Breaching Party. In the event the Licensor terminates this Agreement pursuant to Section 3 of this Agreement, Licensee shall immediately vacate the Licensed Premises and any seeds or plantings located on the Licensed Premises shall become the immediate property of Licensor.
4. **Reservation of Rights.** The rights granted to Licensee in this Agreement are subordinate to the rights of Licensor and its contractors, agents, employees, and assigns.
5. **Transfer of License.** The rights granted to Licensee in this Agreement may not be assigned, sold, transferred, leased, subleased, pledged, or mortgaged by Licensee.
6. **Restoration.** In the event this Agreement is terminated pursuant to Section 3 of this Agreement, Licensee shall, at its sole cost and expense, promptly restore and repair the Licensed Premises to the same or better condition than existed prior to the Effective Date.
7. **Insurance.** If requested by Licensor, prior to access to the Licensed Premises, Licensee shall provide to Licensor a certificate of insurance naming Proventus LLC, Proventus II LLC, and Hancock Natural Resource Group, Inc. and all of their subsidiaries as an additional insured under Licensee's insurance policy, such insurance policy shall be in form and

substance and in such amount as is reasonably satisfactory to Licensor. Licensee shall maintain such insurance policy for the entire term of this Agreement. Licensee shall provide Licensor with a copy of its insurance certificate, containing an endorsement which states that such insurance may not be cancelled until Licensor has been given thirty (30) calendar days' written notice of the intention of said insurer to cancel any such policy. If Licensor receives a cancellation notice, without renewal coverage from the same or a new insurer, or insurance coverage is otherwise cancelled or terminated, Licensee's rights under this Agreement are suspended until Licensor receives a copy of a new or renewed certificate of insurance acceptable to Licensor.

- 8. Indemnification and Hold Harmless. Licensee hereby assumes all liability for injuries or damages to persons or property caused by it or its employees, agents, representatives, contractors and hereby releases, holds harmless and indemnifies Proventus LLC, Proventus II LLC, and Hancock Natural Resource Group, Inc., their employees, agents, representatives, and contractors, against any and all claims, demands, suits, causes of action, fines, damages, losses, costs and expenses of every kind, nature and description, whatsoever, including, but not limited to, personal injury, death, property damage, attorneys fees, expenses and costs, arising out of or in any way connected with the exercise of Licensee's rights and use of the Licensed Premises.
- 9. Notice. Licensor and Licensee shall provide notice pursuant to the requirements of Section 15 of the Purchase Contract.
- 10. License Only Granted. This Agreement grants only a license under the terms and conditions stated in this Agreement. Nothing in this Agreement shall be constructed to convey to the Licensee any legal or equitable interest in the Cordova Farm or the Licensed Premises.
- 11. Licensor Liability: Notwithstanding the foregoing, Proventus LLC shall be liable under this Agreement only for obligations and liabilities relating to Auction Tracts 1-5, and Proventus II LLC shall be liable under this Agreement only for obligations and liabilities relating to Auction Tracts 6-9. There shall be no joint and several liability under this Agreement between Proventus LLC and Proventus II LLC.
- 12. No Recording. This Agreement shall not be recorded.

LICENSEE:

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

By: _____
Name: _____
Title: _____

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
Facsimile: (260) 244-4431
Email Address: rd@schraderauction.com

Listing Broker (Escrow Agent) Acceptance of License Fee

LICENSOR:

[EXECUTE IF AGREEMENT IS FOR ACCESS TO AUCTION TRACTS 1-5]

PROVENTUS LLC, a Delaware limited liability company

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

By: _____
Name: _____
Title: _____

LICENSOR:

[EXECUTE IF AGREEMENT IS FOR ACCESS TO AUCTION TRACTS 6-9]

PROVENTUS II LLC, a Delaware limited liability company

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

By: _____
Name: _____
Title: _____

EXHIBIT D

FORM OF ASSIGNMENT OF CRP CONTRACT

WHEREAS, PROVENTUS II LLC, a Delaware limited liability company ("**Assignor**"), is the owner of certain real estate commonly known as the Cordova Farm located in Whiteside County, Illinois (the "**Cordova Farm**") and as more particularly defined in that certain Contract to Purchase Agricultural Land dated March 21, 2012 (the "**Purchase Contract**");

WHEREAS, portions of the Cordova Farm has been enrolled in the Conservation Reserve Program pursuant to certain Conservation Reserve Program Contracts as set forth in more detail in the Purchase Agreement (the "**CRP Contracts**");

WHEREAS, Assignor has sold a portion of the Cordova Farm known as Auction Tract(s) _____ and as more particularly described in the Purchase Contract (the "**Property**") to _____ ("**Assignee**"), and Assignor has received a copy of the CRP Contract(s) pertaining to the Property;

WHEREAS, Assignor desires to assign the CRP Contract(s) pertaining to the Property to Assignee and Assignee desires to assume the terms and conditions of the CRP Contract(s); and

NOW, THEREFORE, in consideration of the payment to Assignor by Assignee of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor does hereby grant, assign, transfer and set over unto Assignee any of its right, title, and interest in and to the CRP Contract(s) pertaining to the Property, without representation, warranty, recourse, or agreement of any kind being given by Assignor to Assignee, except as specifically set forth herein.
2. Assignee, by acceptance hereof, stands bound by and obligated to perform according to the terms of said CRP Contract(s) and shall hold harmless and indemnify Assignor against any and all claims arising with respect to said CRP Contract(s). Assignee shall be responsible for obtaining any governmental approval(s) required for the assignment of the CRP Contract(s).

This Assignment applies to, inures to the benefit of, and binds all parties hereto, their successors and assigns, and shall become effective upon the recording of the deed conveying title of the Property to Assignee.

This Assignment may be executed in counterparts.

Dated this ____ day of _____, 2012.

ASSIGNEE:

By: _____
Name: _____
Title: _____

ASSIGNOR:

PROVENTUS II LLC, a Delaware limited liability company

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

By: _____
Name: Oliver S. Williams, IV
Title: Vice President