

## SALE TERMS

The terms and conditions set forth below ("Sale Terms") constitute the terms and conditions upon which Agri-Dynamics, Inc. ("Seller") is willing to sell any property for which bids are solicited by Schrader Real Estate and Auction Company, Inc. ("Auction Company") on behalf of Seller at the public auction conducted by Auction Company on November 29, 2018 in Greenville, Illinois ("Auction").

- 1. Sale Contract.** With respect to each item or lot for which bids are solicited at the Auction, the high bid at any time (whether made in person at the auction site or remotely via online bidding or otherwise) constitutes an offer to purchase such item or lot in accordance with and subject to these Sale Terms, which offer may be accepted on behalf of Seller by the Auction Company as the Seller's agent. The auctioneer's declaration that the item or lot is "sold" constitutes an acceptance of the high bid on behalf of Seller. Acceptance of the high bid creates and constitutes a contract between Seller and the successful bidder ("Buyer") for the sale and purchase of the item or lot that is the subject of the high bid (the "Purchased Items", whether one or more) in accordance with and subject to these Sale Terms. Any description of the Purchased Items is for general identification purposes and does not constitute a warranty of any kind, express or implied, with respect to the Purchased Items. Buyer is responsible for having inspected and/or verified the type, character, quality and condition of the Purchased Items prior to bidding.
- 2. Purchase Price; Payment.** The purchase price for the Purchased Items (the "Purchase Price") is the amount of the accepted high bid. The Purchase Price is exclusive of any local, state or federal tax which may now be in effect or apply. Payment of the Purchase Price is due in full immediately upon acceptance of the high bid. Buyer agrees to complete such payment as soon as possible and, in any event, not later than five (5) days after the Auction. Payment of the Purchase Price must be received by Seller or Auction Company prior to removal of the Purchased Items from the auction site. Except as otherwise provided below, payment may be made by certified, cashier's or personal check (drawn on a US financial institution) or credit card. If payment is made by check, Seller reserves the right to confirm available funds with Buyer's bank, prior to releasing the Purchased Items. A buyer's premium in the amount of 3% of the Purchase Price (but not to exceed \$750.00 per bid/lot) will be charged to Buyer if and only if Buyer's winning bid is made via online bidding services. If payment is made using a credit card account, Buyer shall pay a 4% surcharge in addition to the Purchase Price. Any payment may be made by wire transfer to: FCB Banks (Bank/Routing # 081025198); For Credit to Weinheimer Law Firm P.C. (Account # 0842898301); Reference: Agri-Dynamics, Inc. Auction. **IF THE PURCHASE PRICE IS \$100,000 OR MORE, PAYMENT MUST BE MADE BY WIRE TRANSFER TO THE ACCOUNT DESCRIBED ABOVE.**
- 3. Delivery/Removal/Indemnity.** Unless otherwise specified, the purchase of the Purchased Items will be F.O.B. Seller's location. Loading and removal at Buyer's sole expense, liability and risk. Buyer may be permitted to remove the Purchased Items only on presentation of Buyer's copy of the purchase documents consisting of: (a) these Sale Terms with Buyer's signature below; (b) the invoice generated by Auction Company (and signed or initialed by Buyer) showing the Purchased Items and Purchase Price; and (c) the Auction Company's acknowledgement of receipt of payment in full of all amounts due, including any applicable sales taxes based upon payment terms above (collectively, the "Purchase Documents"). Unless agreed by Seller, Buyer shall not seek to load or remove the Purchased Items until completion of the auction at the site. Upon failure of Buyer to remove all or any part of the Purchased Items within 5 days of completion of the Auction (except grain bins and other buildings), Seller shall have the option of removing and storing such items at the sole expense and risk of Buyer. For grain bins and all other buildings sold at the Auction, Buyer shall dismantle, load, remove and transport such structures, and any related equipment, from Seller's property no later than January 1, 2020. Buyer shall remain liable for fees, expense and damages arising from any default by Buyer. Buyer indemnifies Seller and holds Seller harmless against all liability or loss of and for all persons for injury and/or death and for property damage caused by or related to the Purchased Items, including the loading and removal thereof, except for that solely attributable to Seller's sole negligence, after delivery by Seller. Any assistance provided by Seller, Auction Company and/or their agents or representatives in loading Purchased Items is provided as a courtesy to Buyer, and does not affect in any manner Buyer's responsibilities under this agreement.
- 4. Title and Risk of Loss.** Title to and risk of loss or damage to the Purchased Items will pass to Buyer upon Buyer's delivery of the Purchase Price and signed Purchase Documents. Buyer is advised to obtain insurance for the Purchased Items, as determined by and in Buyer's sole discretion.
- 5. Grant of Purchase Money Security Interest.** Buyer hereby grants Seller a purchase money security interest and lien in the Purchased Items to secure payment of the Purchase Price. If requested by Seller, Buyer shall assist Seller in promptly executing and recording any document, notices, or further security agreements which Seller reasonably deems necessary to perfect the security interest and to publicly record its security interest. Seller is hereby authorized to file a financing statement reflecting its security interest in the Purchased Items. Seller agrees to release its security interest upon final receipt of good funds for the Purchase Price.
- 6. Warranty.** Seller and Buyer agree that the Purchased Items is/are sold on an "AS IS, WHERE IS, WITH ALL FAULTS" basis. SELLER MAKES NO REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE PURCHASED ITEMS INCLUDING MAKING NO WARRANTY THAT THE PURCHASED ITEMS WILL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. THE ONLY WARRANTY OR REPRESENTATION MADE BY SELLER IS A WARRANTY THAT SELLER IS THE OWNER OF THE PURCHASED ITEMS. Buyer assumes all risks and liability whatsoever resulting from the possession, use or disposition of the Purchased Items. Seller will have no liability with respect to the Purchased Items sold to Buyer, including having no liability for indirect, incidental or consequential damages.
- 7. Inspection/Seller's Liability.** Buyer is invited, urged and cautioned to inspect all items to be sold at the Auction, and Buyer is responsible for having inspected the Purchased Items prior to purchase. All items available for purchase at the Auction will have been made available for inspection at the places and times specified by Seller. Seller's liability with respect to the Purchased Items sold to Buyer will be limited to refunding payment made. In no event will Seller be liable for indirect, incidental or consequential damages.
- 8. Failure to Perform; Remedies.** In the event Buyer fails to make final payment as required by these Sale Terms, or fails to remove the Purchased Items (except any grain bin(s) or other building(s), which must be removed by January 1, 2020) within a 30-day period, Buyer agrees that Buyer will: (1) lose all right, title and interest which Buyer might otherwise have acquired in and to the Purchased Items; and (2) reimburse Seller for all costs, including reasonable attorney's fees and other costs of collection, arising out of Buyer's failure to perform. In addition to any remedies set forth in these Sale Terms, Seller shall be entitled to any and all remedies otherwise available to it under applicable law and not precluded by these Sale Terms. Remedies available to Seller shall be considered cumulative.
- 9. General.** Buyer will pay the amount of any tax or other charge imposed by law, upon, with respect to, or measured by the sale, shipment, or price of all or any part of the Purchased Items. These Sale Terms and the Purchase Documents with respect to the Purchased Items will be governed by the laws of Illinois, without regard to choice of law or conflict of law provisions. No subsequent modification of these Sale Terms will be made except by a writing signed by both parties. Should it be determined by any court that any provision of these Sale Terms is invalid, void, or unenforceable for any reason, such provision will be severed from these Sale Terms and the remaining provisions shall continue in full force and effect. No failure of Seller to insist upon strict compliance by Buyer with these Sale Terms or to exercise any right accruing from any default of Buyer shall impair Seller's rights in case Buyer's default continues or in case of any subsequent default by Buyer. Waiver by Seller of any breach of contract shall not be construed as a waiver of any other existing or future breach. These Sale Terms and the Purchase Documents contain the entire understanding between the parties hereto and supersede all other oral and written agreements or understandings between them relating to the subject matter hereof. The terms hereof supersede any preprinted or standard terms which may appear on any auction and/or marketing materials.

**ACKNOWLEDGMENT AND AGREEMENT OF BUYER:** The undersigned acknowledges the applicability of the foregoing Sale Terms for purposes of the Auction and agrees to be bound by these Sale Terms as the Buyer of the Purchased Items which are identified in the attached invoice.

Buyer's Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_