

TERMS & CONDITIONS

1. Notice. The information provided represents the extent of the information available from Seller. Bidder understands the Offering Memorandum contains selected information pertaining to the Property and does not purport to contain all the data a prospective buyer may desire. Bidder agrees to conduct, at their own risk, their own independent inspections, investigations, inquiries, and due diligence concerning the Property to verify the accuracy and completeness of any and all information obtained from the Offering Memorandum. Bidder hereby acknowledges that the Seller, nor any person acting on the Seller's behalf, has made any representations or warranties, expressed or implied, as to the accuracy or completeness of this information or their contents, or the suitability of the information contained therein for any purpose. At any time, this information is subject to, among other things, corrections or errors and omissions, addition or deletion of terms, and/or change of terms. Each potential bidder shall be liable for any property damage and/or personal injuries (including death) caused by or arising from any such inspection or investigations by them or their agents or consultants. Seller reserves the right to accept or reject any bid or offer, terminate negotiations, withdraw the Property from market without notice, amend the terms, conditions, and negotiate with multiple prospective purchasers concurrently until a definitive, legally binding Real Estate Sale and Purchase Agreement is fully executed by Seller and Buyer. Seller also reserves the right to accept back up offers until the close of escrow and have the sale of the Property subject to Seller affecting a 1031 tax exchange for suitable property. This information has been obtained from sources believed reliable. Seller, Peoples Company, and Agribusiness Trading Group may supplement, revise, or add property information up to the time bids are due. Potential bidders should continue to monitor TheBlackrockProperty.com to ensure Bidder is aware of the most up-to-date information.

2. Seller Intent. Seller's intent is to obtain the highest value of the Property.

3. Bid Submittal Process & Deadline. Sealed Bids for the Property will be due in AgriBusiness Trading Group's office, at the address below, prior to 5:00 P.M. PST, on November 16, 2018.

Adam Woiblet
AgriBusiness Trading Group
2330 Eastgate Street, #155
Walla Walla, WA 99362
509.520.6117
Adam@AgTradeGroup.com

Sealed Bids for the Property shall be submitted on the Sealed Bid Submittal Form found at TheBlackrockProperty.com or by contacting AgriBusiness Trading Group or Peoples Company. Handwritten bids, if legible, are acceptable. Please complete each blank field provided in the Sealed Bid Submittal Form. Bids can be submitted via mail or email.

Within three (3) business days, Seller will select the best five (5) bid submissions. Selected bidders will be invited to participate in a second round of bidding. Second round bids will be due on November 30, 2018 at 5:00 P.M. PST. Seller will select the successful bidder from the second round of bidding, and the successful bidder will be notified within three (3) business days. Upon notification, the successful bidder will be required to submit documents in conjunction with the submittal form which demonstrates their financial bona fides and their ability to pay the proposed purchase price, as well as document bidder's financial ability to fund and close the real estate transaction.

4. Earnest Money, Due Diligence, Closing Date, & Possession. Within three (3) business days of notification of being the successful bidder, Buyer and Seller will fully execute a Real Estate Sale and Purchase Agreement. As of the Effective Date (date of full execution), Buyer will deposit with Escrow and Closing Agent, Columbia Title Company, the required Earnest Money Payment equal to five percent (5%) of the Purchase Price, payable in the form of guaranteed check or wire transfer. As of the Effective Date, Buyer will be entitled to a Due Diligence Period of no more than 60 days from the Effective Date. Close of escrow shall occur no more than 30 days after the earlier of (i) the end of the Due Diligence Period or (ii) Buyer provides written notice to Seller that they wish to end Due Diligence and move toward Closing. Closing may occur sooner if agreed upon by both Buyer and Seller. The balance of the Purchase Price will be payable at the time of Closing in the form of guaranteed check or wire transfer. Possession of the Property will occur at Closing.

5. Closing Expenses & Prorations. Buyer and Seller shall share equally all escrow fees and other closing fees and costs. Seller shall pay real estate taxes for the transfer of the Real Property, and the premium for a standard owner's title insurance policy to be issued to Buyer in the amount of the Purchase Price allocated to the Real Property. Any additional title insurance coverage or endorsements requested by Buyer or its lender(s) will be paid by Buyer. Buyer shall pay all recording fees and all applicable use/sales tax on the Personal Property (if any). All real estate taxes accruing through date of Closing will be prorated as of Closing and will be paid in full by Seller as a credit to the Buyer on the Settlement Statement. All real estate taxes accruing after the date of Closing will be the responsibility of the Buyer.

6. Title to Property. Seller shall convey good, marketable, and insurable fee simple title to the Property to Buyer free and clear of all liens and encumbrances, subject only to title exceptions as laid forth in the Real Estate Sale and Purchase Agreement. Within twenty (20) days after the Effective Date of the executed Real Estate Sale

and Purchase Agreement, Seller will, at its sole expense, furnish a commitment to issue an ALTA title insurance policy, including the minimum standard detail requirements and the optional items it elects to provide from Table A, in the amount of the Purchase Price. Seller will provide Buyer with a copy of such title commitment and all associated documentation promptly upon receipt. If Buyer desires further survey information, Buyer shall be responsible for the cost of such. Title to Real Property shall transfer pursuant to a Statutory Warranty Deed subject to (i) current city, state, and county ad valorem and property taxes not yet due and payable; (ii) easements for the installation or maintenance of public utilities serving only the land; and (iii) any easement, right-of-way, or reservations of record or other Permitted Exceptions. Title to Personal Property shall transfer by Bill of Sale subject to the restrictions and reservations of the Real Estate Sale and Purchase Agreement in a form reasonably acceptable to Seller. Water Rights shall transfer by an Assignment and a Bargain and Sale Deed subject to the restrictions and reservations of the Real Estate Sale and Purchase Agreement and in a form reasonably acceptable to Seller. Quit Claim Deeds will be utilized to convey title to all water rights associated with Certificates which have been put to beneficial use. In addition, Assignment forms will be prepared to convey title to all Permits, Change Authorizations, and Applications. Water Rights shall be transferred by a Water Rights Quit Claim Deed and/or Assignment of Application or Permit to Appropriate Stored Water.

7. Leases. All leases on the Property have been terminated and the land will be made available upon closing.

8. Farm Program Information. The Farm Program Information is provided by the Yakima County Farm Service Agency. The figures stated in the marketing material reflect the best knowledge of the Seller and its representatives; however, Farm Program Information such as base acres, cropland acres, etc. are subject to change if/when the Property is reconstituted by the Yakima County Farm Service Agency.

9. Survey. The Property is being offered as 2,260 acres m/l. A survey of the Property will not be completed by the Seller prior to Close. If a potential bidder or the successful bidder/Buyer desires to obtain a survey, it will be at the bidder's and/or Buyer's sole expense.

10. Current Use Status. If the Property is in a Current Use Status, Buyer will continue the Current Use Status after Closing. If Buyer elects to discontinue the Current Use Status, Buyer will be responsible for any resulting taxes, penalties, and interest associated therewith.

11. Default & Remedies. In the event this transaction fails to close on account of default by Seller, Buyer's sole and exclusive remedy will be a return of the Earnest Money Payment (with Buyer thereby waiving any other remedy that Buyer may have against the Seller at law or in equity, including without limitation the right to specific performance).

12. Governing Law. The Real Estate Sale and Purchase Agreement to be executed by Seller and Buyer shall be governed by and constructed in accordance with the laws of the State of Washington.

13. Disclaimer. All information contained herein, and all related materials, are subject to the Terms and Conditions outlined in the Real Estate Sale and Purchase Agreement. Buyer acknowledges, and represents and warrants to Seller, that Buyer has assessed, or has had the opportunity to assess, the size, configuration, utility service, environmentally sensitive areas, means of access, permitted uses, status of title (including, but not limited to, all easements, rights of way, covenants, conditions and restrictions, reservation of rights, and other encumbrances and restrictions affecting the Real Property or any portion thereof), value, condition (including, but not limited to, the physical and environmental condition of the Real Property), water rights, irrigation and water systems, and all other material aspects of the Real Property and Personal Property, and Buyer is not relying on, nor has Buyer been influenced by, any statement or representation or warranty of the Real Property and Personal Property and the satisfaction or waiver of all Buyer's conditions to closing will be evidenced solely by the Closing of this transaction and without any other act or confirmation by Buyer. Seller hereby disclaims any and all warranties of habitability, merchantability, and fitness for particular purpose, expressed or implied. Buyer is acquiring the Real Property and Personal Property "AS IS, WHERE IS, WITH ALL OF ITS FAULTS" in its current condition existing as of the Closing Date, without any representation, warranty, promise, covenant, agreement or guaranty of any kind or nature whatsoever by the Seller, whether expressed or implied, oral or written, past, present or future, of, as, to or concerning any aspect of the Real Property or Personal Property.

14. Acknowledgment. By signing and submitting the Sealed Bid Submittal Form, the Bidder acknowledges and accepts the Terms and Conditions referenced herein, and if the Bidder's offer is accepted, Bidder agrees to enter into a Real Estate Sale and Purchase Agreement with Seller upon notification of successful bid. A copy of the Real Estate Sale and Purchase Agreement to be executed by Seller and Successful Bidder is available upon request to review prior to completing the bid process. The Real Estate Sale and Purchase Agreement is not subject to negotiation.

Thank you in advance for your consideration of The Blackrock Property. If you have questions, please contact:

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509.520.6117
Adam@AgTradeGroup.com