

SEALED BID OFFERING

MULTIPLE FARM PARCELS WILLAMETTE VALLEY FARMGROUND

287.09 +/- DEEDED ACRES OFFERED | POLK COUNTY, OR

SEALED BIDS DUE WEDNESDAY, NOVEMBER 29 @ 4:00 PM (PT)

ADAM WOIBLET

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EXECUTIVE SUMMARY

Agribusiness Trading Group and Meridian Capital are pleased to announce that two, noncontiguous tracts of Willamette Valley farm ground will be made available and sold via a sealed bid offering. This portfolio of farms may be purchased all together or as separate tracts. All bids will be due by Wednesday, November 29 @ 4:00 PM (PT).

This portfolio of high-rainfall farms consists of two noncontiguous farms located in Polk County, Oregon. The Willamette Valley relies heavily on precipitation to supply adequate water to permanent crops and vineyards. The annual rainfall in the valley ranges from 30-80 inches per year, depending on elevation. This portfolio of farms is non-irrigated and does not include any irrigation water rights.

The entire asset is located within the Willamette Valley American Viticultural Area (AVA), a vast and varied appellation that includes 11 nested AVAs. Protected from cold Pacific Ocean air and rainstorms on the West by the Coast Range mountains, the Valley follows the Willamette River for more than 100 miles from the Columbia River near Portland to south of Eugene. The region has over 27,000 planted vineyard acres, making it the largest American Viticultural Area (AVA) in the state of Oregon.

In addition to all acres in this asset being within the boundaries of the Willamette Valley AVA, all of the tax parcels located North of Highway 22, are within the Van Duzer Corridor sub-AVA.

Farmland in this area is a tightly held asset with ownership often transferring from generation to generation and rarely coming up for sale to the public. These farms would be a great addition to an existing farm operation or a potentially smart investment for a Buyer looking to diversify their asset portfolio.

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• SEATTLE

WASHINGTON

• PORTLAND

PROPERTY



• SALEM

OREGON

HWY 22 TRACT

The Highway 22 Tract consists of 137.27 +/- deeded acres with approximately 127.50 +/- measured cropland acres. The farm is located northeast of Dallas, Oregon in an area that receives 44-48 inches of rainfall per year, per the NRCS. The primary soil type is Salkum silty clay loam.

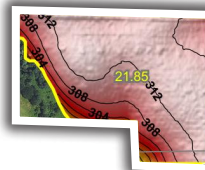
This farm has been operated by a well-respected local tenant for several years under a year-to-year cash-rent lease. The Tenant is responsible for all operations costs while the Landlord is responsible for all property taxes.

The historical crop rotation has included grass seed, cilantro seed, and other high-value crops. The farm has been operated under an annual crop rotation, usually with 100% of the farm in production each year using typical farming practices for the area. The current tenant would welcome the opportunity to continue to lease and operate this farm for a new owner on a long-term basis.

There are no structures located on this farm. The property is zoned Exclusive Farm Use, per the Polk County Community Development Department, and there is an 80-acre minimum parcel size.

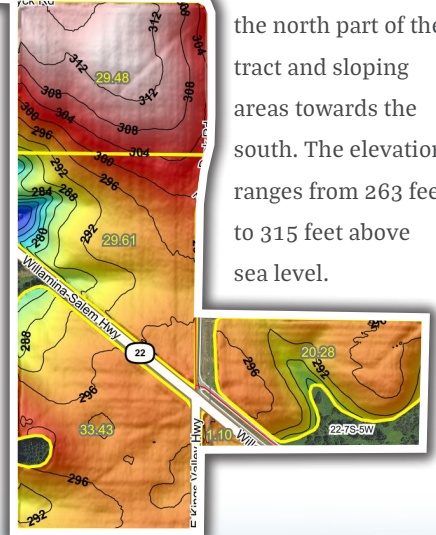
The sale of this tract consists of real estate only and this is a non-irrigated farm asset with no water rights included in the sale.

**Contact agents for more information and to access the data room.*



TOPOGRAPHY MAP

This tract has gently sloping topography, with level areas in the north part of the tract and sloping areas towards the south. The elevation ranges from 263 feet to 315 feet above sea level.



HWY 22 TRACT

SOILS MAP



All Polygons 138.7 ac

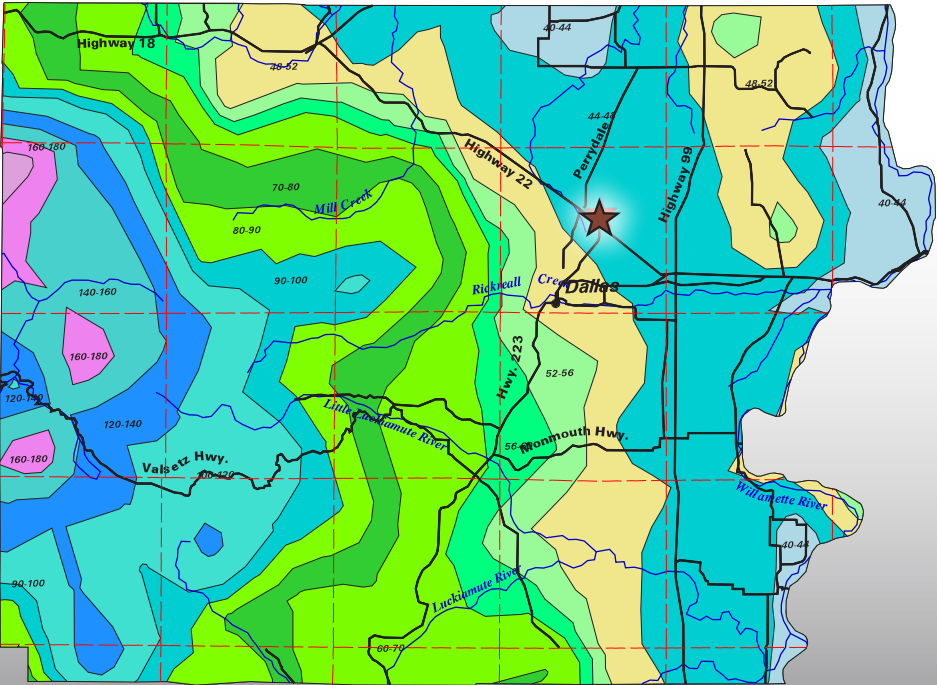
SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
64B	Salkum silty clay loam, 2 to 6 percent slopes	87.26	62.92	0	80	2e
27C	Dupee silt loam, 3 to 12 percent slopes	27.67	19.95	0	80	3e
64C	Salkum silty clay loam, 6 to 12 percent slopes	17.06	12.3	0	78	3e
12D	Briedwell silt loam, 12 to 20 percent slopes	2.37	1.71	0	60	3e
12C	Briedwell silt loam, 3 to 12 percent slopes	2.02	1.46	0	66	3e
60E	Rickreall silty clay loam, 20 to 50 percent slopes	1.49	1.07	0	9	7e
72	Waldo silty clay loam	0.68	0.49	0	62	3w
15C	Chehulpum silt loam, 3 to 12 percent slopes	0.15	0.11	0	36	6e
TOTALS		138.7(	100%	-	78.32	2.42

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

The primary soil type for this tract is Salkum silty clay loam. The Salkum series consists of very deep, well-drained soils formed in very strongly weathered ancient glacial drift. Salkum soils are found on hills, terraces, and terrace escarpments and have slopes of 0 to 65 percent. Where Salkum soils have been cleared of forest vegetation, they are primarily used for seeded grass pasture, small grains, and strawberries among other crops.



PRECIPITATION MAP

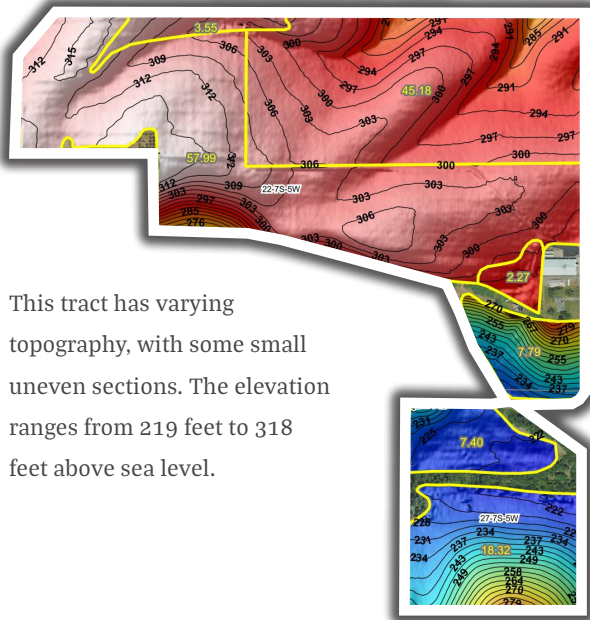


LEGEND

- PPT - Inches
- 40-44
 - 44-48
 - 48-52
 - 52-56
 - 56-60
 - 60-70
 - 70-80
 - 80-90
 - 90-100
 - 100-120
 - 120-140
 - 140-160
 - 160-180
 - 180-200
- Streams
- Roads
- Townships

FIR VILLA ROAD TRACT

TOPOGRAPHY MAP



This tract has varying topography, with some small uneven sections. The elevation ranges from 219 feet to 318 feet above sea level.

The Fir Villa Tract consists of 149.82 +/- deeded acres with approximately 124.02 +/- measured cropland acres. This farm is located northeast of Dallas, Oregon in an area that receives 44-48 inches of rainfall per year, per the NRCS. The primary soil type is Salkum silty clay loam.

This farm is currently planted to tart cherry trees. There are no current farm leases in place on this tract.

There is a 26,755-square-foot warehouse that is currently being used as a food processing facility. This structure includes warehouse space, a 1,440-square-foot breakroom/office, and a loading dock with roll-up doors and was built to be certified as a food-safe facility if desired. The facility also includes perimeter fencing and gated entrances. There is no equipment included in the sale beyond the fixtures of the building. There is also a single-family residence, built in 1958, and one equipment storage building on site and included in the sale. The home is currently occupied by a tenant under a month-to-month lease.

The property is zoned Exclusive Farm Use, per the Polk County Community Development Department, and there is an 80-acre minimum parcel size.

The sale of this tract consists of real estate and structures only. This is a non-irrigated farm asset and there are no water rights included in the sale.

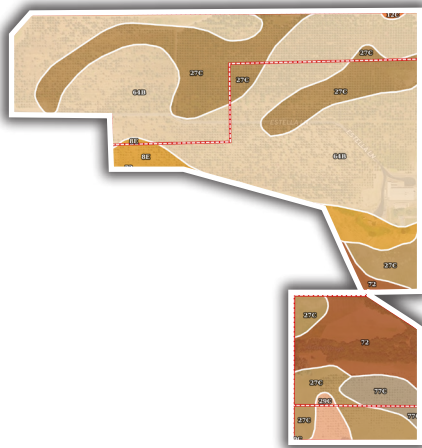
**Contact agents for more information and to access the data room.*



FIR VILLA ROAD TRACT

SOILS MAP

All Polygons 152.34 ac



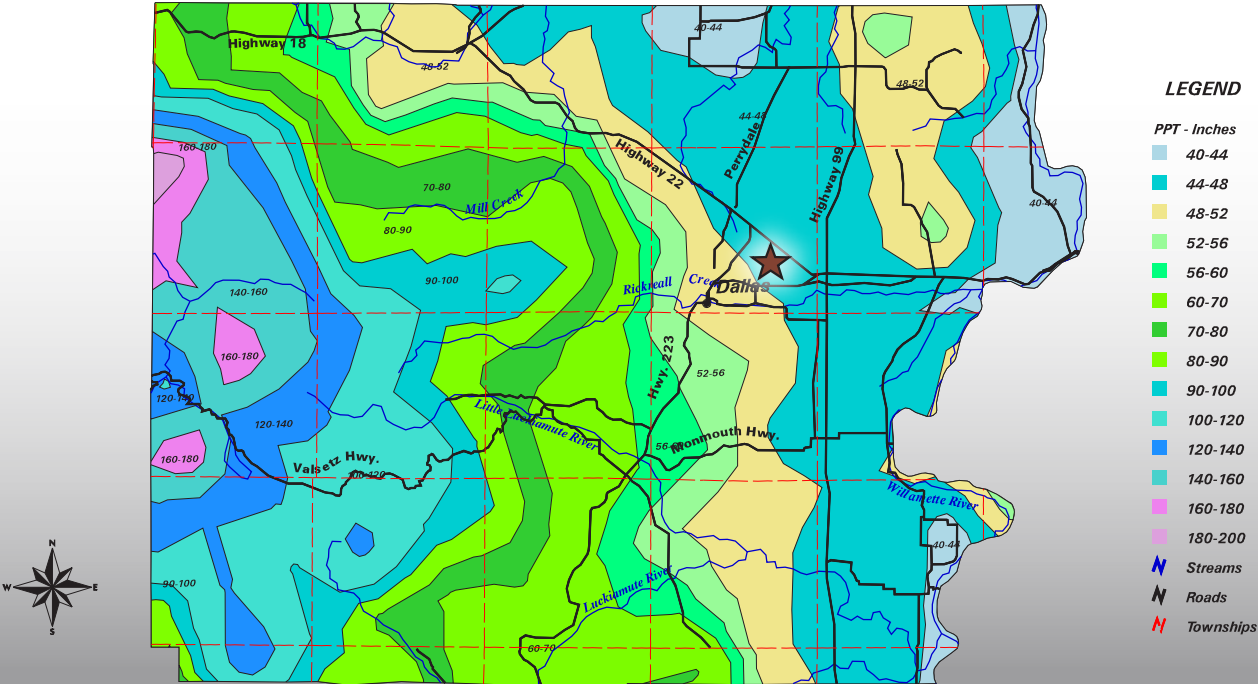
SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
64B	Salkum silty clay loam, 2 to 6 percent slopes	79.85	52.42	0	80	2e
27C	Dupee silt loam, 3 to 12 percent slopes	43.07	28.27	0	80	3e
72	Waldo silty clay loam	15.04	9.87	0	62	3w
8E	Bellpine silty clay loam, 20 to 30 percent slopes	7.55	4.96	0	50	4e
77C	Woodburn silt loam, 3 to 12 percent slopes	4.29	2.82	0	90	2e
29C	Hazelair silt loam, 3 to 12 percent slopes	2.31	1.52	0	58	4e
12C	Briedwell silt loam, 3 to 12 percent slopes	0.23	0.15	0	66	3e
TOTALS		152.34(*)	100%	-	76.66	2.51

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

The primary soil type for this tract is Salkum silty clay loam. The Salkum series consists of very deep, well-drained soils formed in very strongly weathered ancient glacial drift. Salkum soils are found on hills, terraces, and terrace escarpments and have slopes of 0 to 65 percent. Where Salkum soils have been cleared of forest vegetation, they are primarily used for seeded grass pasture, small grains, and strawberries among other crops.



PRECIPITATION MAP



WILLAMETTE VALLEY AVA

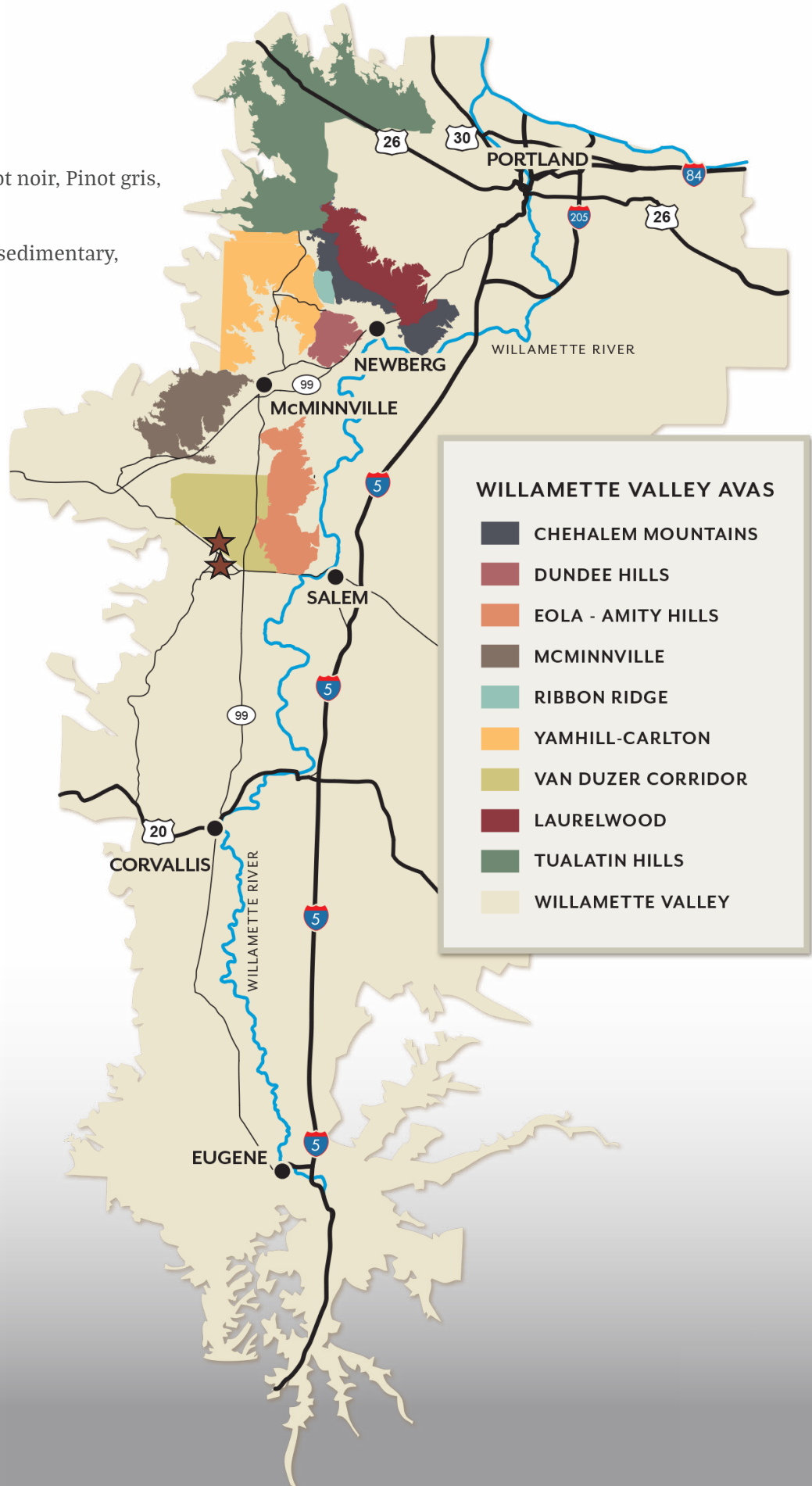
Established: 1983

Total Area: 3,428,800 acres

Planted Area: 27,202 acres

Predominant Varieties: Pinot noir, Pinot gris, Chardonnay, Riesling

Predominant Soils: Marine sedimentary, volcanic, loess



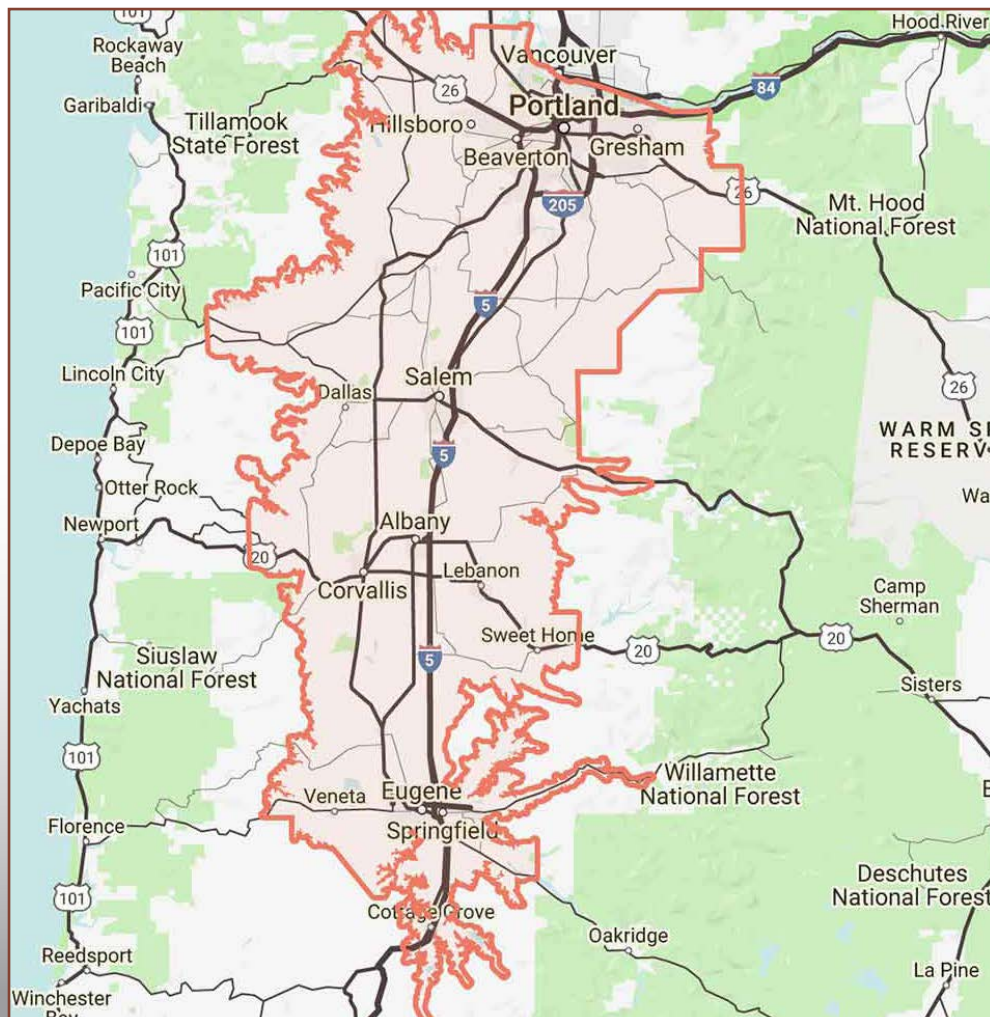
APPELLATION OVERVIEW

The Willamette Valley is a vast and varied appellation that includes 11 nested AVAs. Protected from cold Pacific Ocean air and rainstorms on the West by the Coast Range mountains, the Valley follows the Willamette River for more than 100 miles from the Columbia River near Portland to south of Eugene. The Cascade Range to the east forms a natural boundary and protects against the opposite extreme: the dry, desert-like climate of eastern Oregon.

The region's long, gentle growing season consists of warm summers with cool evenings, a long autumn with the first rainfalls of winter amid plenty of sunny days, and mild winters followed by long springs. In addition to the flagship Pinot noir grape the region is known for, wineries also produce Pinot gris, Pinot blanc, Chardonnay, Syrah, and many other varieties.

This asset is within the boundaries of the Willamette Valley AVA and a portion of the property, the tax parcels located North of Highway 22, are within the nested Van Duzer Corridor AVA. The corridor consists of a 35.9 square mile triangle that is occupied by 18 commercial vineyards and 6 bonded wineries.

The Van Duzer Corridor is an anomaly in the Coast Range through which oceanic winds funnel into the valley, creating a cooling effect that occurs as early as 2:00 in the afternoon. This breeze dries out the vine canopy and decreases fungus pressure, therefore drastically reducing the need for fungal pesticides.



SEALED BID TERMS & CONDITIONS

SEALED BIDS DUE WEDNESDAY, NOVEMBER 29 @ 4:00 PM (PT)

Notice. The information provided herein 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 and expense, 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 neither 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 contents herein, or the suitability of the information contained herein 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 these Terms & Conditions, and negotiate with multiple prospective purchasers concurrently until a definitive, legally binding Real Estate Purchase and Sale Agreement ("PSA") is fully executed by Seller and Buyer. Seller also reserves the right to accept back up offers until the close of escrow. This information has been obtained from sources believed reliable. Seller, Meridian Capital, and Agribusiness Trading Group, Inc. ("Broker") may supplement, revise, or add property information up to the time bids are due. Potential Bidders should continue to monitor Broker's website to ensure Bidder is aware of the most up-to-date information.

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

Data Room. Broker has set up an electric data room ("Data Room") where Bidders may examine documents pertaining to the sale including but not limited to existing leases, maps, pro forma title insurance commitments, and reports. Access to the Data Room will be made available to all Bidders upon execution of a Non-Disclosure Agreement, to be provided by Broker.

Agency. Broker is acting exclusively as the agent for the Seller. The Buyer acknowledges they are representing themselves in completing the sales transaction.

Bid Submittal Process & Deadline. Sealed Bids, in written or electronic format, for the Property will be due no later than 4:00 P.M. PST, on November 29, 2023 to the following:

Adam Woiblet
AgriBusiness Trading Group
109 W Poplar Street
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 in the Data Room or available by contacting the Broker directly. Handwritten bids, if legible, may be acceptable at the Seller and Broker's sole discretion. Please complete each blank field provided in the Sealed Bid Submittal Form. Bids can be submitted via mail or email but must be received by the deadline date in order to be considered.

Upon the receipt of all submitted bids, the Seller may accept or reject any bid or offer, enter into negotiations with one or more Bidders, or withdraw the Property from the market without notice. Upon the Seller's acceptance of any bid or offer, the winning Bidder and Seller shall enter into a binding PSA. The Seller shall not be obligated or bound to sell the Property until Seller has entered into a fully executed, definitive PSA.

Earnest Money. Unless otherwise agreed to between the Seller and Buyer, within five (5) business days of the Effective Date of the PSA, Buyer will deposit with Escrow and Closing Agent, First American Title Insurance Company, 200 SW Market, Suite 250, Portland, OR 97201, the required Earnest Money Deposit payable in the form of a guaranteed check or wire transfer.

Closing Date. The Closing date will be governed by the fully executed PSA.

Closing Expenses & Prorations. Buyer and Seller shall share equally all escrow fees and other closing fees and costs. Seller shall pay real estate transfer 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.

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 to exceptions to be set forth in the PSA. A standard, basic owner's policy of title insurance in the amount equal to the purchase price of the Property will be furnished at Seller's cost. Any additional costs, coverages, and endorsements on the title insurance policy shall be paid by the Buyer. If Buyer desires further survey information, Buyer shall be responsible for the cost of such. Title to Real Property shall transfer pursuant to the terms as provided in the PSA in a form reasonably acceptable to Seller. Title to Personal Property shall transfer by Bill of Sale subject to the restrictions and reservations as provided in the PSA in a form reasonably acceptable to Seller. Seller will cause any and all water rights, if any, appurtenant to the Property and owned by the Seller to transfer with the sale of the Property.

Leases. The Property may be subject to a farm lease(s) and Buyer will purchase the Property subject to any and all leases. The Buyer shall agree to assume each respective lease for the Property and indemnify and hold the Seller, its officers, members, agents, and employees harmless from and against any and all claims, liabilities, fees, penalties, or costs resulting, directly or indirectly, from any breach of or default under the respective lease(s) as a result of Buyer's actions or any successor or assign of Buyer. Please contact Broker for details.

TERMS & CONDITIONS

Possession. Possession of the Property will be given at closing, subject to tenant's rights and any other encumbrances, including Life Estates.

Survey. A survey of the Property will not be completed by the Seller prior to close. If a potential Bidder or the successful Buyer desires to obtain a survey, it will be at the Bidder's and/or Buyer's sole expense.

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.

Governing Law. The PSA to be executed by Seller and Buyer shall be governed by and constructed in accordance with the laws of the State in which the Property is situated.

Disclaimer. By submitting a sealed bid, each Bidder acknowledges, and represents and warrants to Seller and Broker, that the Bidder 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 the Bidder is not relying on, nor influenced by, any statement or representation or warranty of the Real Property and Personal Property. Seller hereby disclaims any and all warranties of habitability, merchantability, and fitness for particular purpose, expressed or implied. Unless otherwise expressly agreed to in writing by the Seller, the winning Bidder 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. Information provided in the Data Room and elsewhere to prospective Bidders is believed to be substantially accurate; however, Bidders shall perform their own investigation to independently verify all information. Each Bidder hereby unconditionally waives and releases Seller and Broker from and against any and all causes of action, now existing or hereafter arising, which the Bidder may have against Seller or Broker, or their agents, with respect to the accuracy or completeness of the information provided.

Acknowledgement. By signing and submitting a bid, including via 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 PSA with Seller upon notification of successful bid. Seller reserves the right to negotiate any agreements submitted by a Bidder prior to acceptance.

Thank you in advance for your consideration. If you have questions, please contact:

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Adam@AgTradeGroup.com

Or

James Rothenberger
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