

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this "**Agreement**"), by and between **WSC BUILDING GROUP, LLC**, an Oregon limited liability company ("**Buyer**") and **COUNTRY MUTUAL INSURANCE CO.**, an Illinois mutual insurance company ("**Seller**"), is entered into as of the date this Agreement is executed by Buyer and Seller (the "**Effective Date**"), as indicated by the later date set forth next to the parties signatures below.

RECITALS:

WHEREAS, Seller is the owner of certain real estate having an address of 2150 Country Drive S., Salem, OR 97302, comprised of an improved 5.8 acre parcel and a vacant 4.25 acre parcel, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Land**"), together with (i) the building and improvements located thereon (collectively, the "**Improvements**"), (ii) all fixtures located in or on the Land and Improvements, including, without limitation, all heating, lighting, plumbing, drainage, elevator, electrical, air conditioning, and other mechanical fixtures and systems (collectively, the "**Fixtures**"), (iii) all furniture, machinery, equipment, goods, and other personal property owned by Seller and located on the Property (defined below) (collectively, the "**Personal Property**"), (iv) the rights, subsurface rights, easements, covenants, licenses, permits, approvals, access rights, development rights and other appurtenances, if any, belonging to and inuring to the benefit of, the Land (collectively, the "**Appurtenances**") and (v) all intangible personal property relating to the use, maintenance and operation of such land and improvements, including, without limitation, any warranties, guaranties and indemnities, governmental licenses, permits, approvals, certificates, or similar rights, plans, drawings, specifications, surveys, engineering reports and other technical descriptions (collectively, "**Intangible Property**") and, together with the Land, the Improvements, the Fixtures, the Personal Property, and the Appurtenances, collectively, the "**Property**"; and

WHEREAS, Buyer desires to buy, and Seller desires to sell, the Property, on and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals (which recitals are hereby incorporated into, and shall constitute an integral part of, this Agreement) and the mutual agreements of Seller and Buyer set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on and subject to the following terms and conditions:

1. **Purchase Price.** The purchase price to be paid to Seller for the sale of the Property to Buyer shall be Thirteen Million Seven Hundred Thousand and 00/100 Dollars (\$13,700,000.00) (the "**Purchase Price**"). The Purchase Price shall be paid by Buyer, subject to the other terms and conditions herein contained, as follows:

(a) Within three (3) business days after the Effective Date, Buyer shall deposit as earnest money with First American Title Insurance Company, 200 SW Market St Ste 250; Portland, OR 97201, Attention: Rene' Moody (the "**Title Company**") the sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) (including all interest earned thereon, the "**Deposit**"). The Title Company shall hold and deliver the Deposit to the party entitled to the same hereunder. If the sale of the Property is closed hereunder, monies held as the Deposit shall be applied and paid over to Seller on the Closing Date on account of the Purchase Price payable under Section 1(b) below.

(b) Buyer shall, on the Closing Date, pay Seller the Purchase Price by wire transfer of good funds, subject to credit for the Deposit paid pursuant to Section 1(a) above and subject to adjustments as expressly set forth in this Agreement (including pursuant to Sections 8 and 9 below).

(c) Buyer and Seller agree that no portion of the Purchase Price shall be allocated to any personal property.

2. AS IS SALE. Except as specifically set forth in this Agreement, Buyer acknowledges and agrees that Buyer is acquiring the Property "AS IS, WHERE IS," WITH ALL FAULTS, and without representation or warranty from Seller. Buyer shall rely exclusively on its own inspections and investigations in connection with Buyer's acquisition of the Property.

3. Due Diligence Contingency.

(a) On or before the date which is ten (10) days following the Effective Date, Seller shall furnish to Buyer, for review and reliance as part of Buyer's due diligence, all of the following documents, to the extent they are in Seller's possession, pertaining or relevant to the Property (the "**Due Diligence Documents**"): (i) surveys; (ii) environmental assessments; (iii) geotechnical reports; (iv) roof, structural and building reports; (v) Seller's title policy and copies of all underlying documents; (vi) notices of violations of any zoning ordinance or other law, regulation, agreement or instrument; (vii) architectural and engineering plans and specifications relating to the building and other improvements; (viii) all property tax assessment bills for the last 3 years; (ix) all service contracts and property management agreements; (x) all insurance policies and certificates; (xi) a schedule of all capital improvements for the last three (3) years; and (xii) warranties and/or guaranties. Except as otherwise expressly provided in this Agreement and/or in any document, certificate or agreement provided by Seller to Buyer in connection with the Closing, Seller makes no representations or warranties that the foregoing documents to be delivered to Buyer are complete or accurate. Notwithstanding the foregoing, Buyer's review shall not include a review of Seller's internal economic memoranda or reports, attorney-client privileged materials or Seller's appraisals of the Land or Property, if any; provided Seller does not furnish such materials to Buyer.

(b) From the Effective Date, through the Closing Date (as defined below), Seller shall allow Buyer and Buyer's agents and consultants access to the Property for the purpose of conducting building inspections, surveys, environmental assessments, and other investigations, tests and studies in connection with the evaluation of the due diligence conditions to this Agreement. Such access shall be exercised by Buyer and its agents and consultants at reasonable times in coordination with Seller, without material interference with Seller's ongoing operations at the Property (if any), and shall be exercised with due care and at the risk of Buyer. If Buyer or its agents or consultants shall cause any damage to the Property in connection with such access, Buyer shall promptly restore the same to its condition immediately preceding such damage, and in any event Buyer shall indemnify Seller against damage caused by Buyer or its agents or consultants in connection with such access; provided, however, that under no circumstances shall Buyer be liable to Seller hereunder as a result of (x) Buyer's or Buyer's agents or consultants mere discovery of hazardous materials or other conditions at the Property or (y) the fraud, gross negligence or willful misconduct of Seller. Buyer's exercise of its right to inspect the Property, or Buyer's election not to inspect the Property, shall in no way be interpreted as a waiver of any of Buyer's rights or remedies contained in this Agreement, including, without limitation, Buyer's right to rely on the representations and warranties made by Seller herein.

(c) Buyer may terminate this Agreement, for any reason or for no reason, at any time on or before the date which is thirty (30) days following the Effective Date (the "**Due Diligence Date**") by delivering written notice thereof to Seller and Title Company (the "**Notice to Terminate**"), whereupon this Agreement shall terminate, Buyer shall receive a return of the Deposit, and neither Seller nor Buyer shall have any further rights, duties, obligations, or liabilities under this Agreement, except for those rights, duties, obligations and liabilities that are expressly stated to survive the termination of this Agreement. If Buyer delivers written notice to Seller and the Title Company at any time prior to the Due Diligence Date of Buyer's approval of its investigations of the Property and waiver of Buyer's right to terminate this Agreement pursuant to this Section 3(c) (the "**Notice to Proceed**"), then Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 3(c) and the Deposit shall thereupon become non-refundable to Buyer except as otherwise expressly provided in this Agreement. If Buyer fails to deliver either the Notice to Proceed or Notice to Terminate to Seller and the Title Company at any time prior to the Due Diligence Date, then Buyer shall be deemed to have elected

to terminate this Agreement pursuant to this Section 3(c). Any notice given by Buyer under this Section 3(c) may be given by email pursuant to Section 18 hereof.

4. Title and Survey. At Closing, the Title Company shall have issued or shall have unconditionally committed to issue to Buyer an ALTA owner's policy of title insurance in the amount of the Purchase Price, subject only to the Permitted Exceptions (as defined below) (the "**Title Policy**"). Buyer has obtained, or will obtain following the Effective Date, from the Title Company a preliminary title report with respect to the Property (the "**Title Commitment**"), containing such exceptions as the Title Company would specify in the Title Policy and copies of all documents of record identified as exceptions in such Title Commitment. Further, Buyer may, but shall not be required to, obtain following the Effective Date, a new or updated ALTA survey of the Property (the "**Survey**") at Buyer's sole expense. On or before the Due Diligence Date (or within five (5) business days after Buyer's receipt of any supplement or update to the Title Commitment or Survey received after the Due Diligence Date), Buyer shall have the right to give written notice to Seller (which written notice may be by email given pursuant to Section 18 hereof) disapproving any items identified in the Title Commitment or the legal description of the Land shown therein or any supplement or update thereto or omitted from coverage thereunder or any matters identified on the Survey (a "**Title Objection**"). Any exceptions in the Title Commitment (or supplement or update thereto) or Survey not timely disapproved by Buyer shall be deemed to have been approved by Buyer (other than with respect to Mandatory Cure Items, as such term is defined below) and subject to Seller's obligations to deliver the documents required of Seller under Section 7 below. Upon Buyer's delivery of a Title Objection, Seller may elect, in its sole discretion, to remove (or otherwise modify or cure in a manner reasonably satisfactory to Buyer) said Title Objection prior to Closing, by delivering written notice of such election to Buyer not later than five (5) business days following the date Seller receives a Title Objection (but in no event later than the date on which the Closing is scheduled to occur). If Seller does not notify Buyer in writing that Seller will eliminate (or otherwise cure) such Title Objection(s) within such five (5) business day period, Seller shall be deemed to have elected not to remove (or otherwise cure) such Title Objection and Buyer shall have ten (10) days following the date Seller received the Title Objection (the "**Action Date**") to terminate this Agreement, whereupon Buyer shall receive a return of the Deposit, this Agreement shall terminate, and neither Seller nor Buyer shall have any further rights, duties, obligations, or liabilities under this Agreement, except for those rights, duties, obligations and liabilities that are expressly stated to survive the termination of this Agreement. If Buyer fails to so terminate this Agreement on or before the applicable Action Date, Buyer shall be deemed to have withdrawn its disapproval and approved such Title Objection, other than with respect to Mandatory Cure Items. The term "**Permitted Exceptions**" shall mean the following: (a) the lien of general real estate taxes or other special assessments, to the extent due and payable for the current (as of Closing) year, as adjusted pursuant to Section 8 hereof, and (b) those recorded covenants, restrictions, easements and other agreements disclosed in the Title Commitment (or any update or supplement thereto) and not timely objected to by Buyer pursuant to this Section 4. Notwithstanding anything to the contrary contained in this Agreement, whether or not Buyer has delivered a Title Objection with respect thereto, Seller agrees to cause the following to be removed, discharged, satisfied and/or cured prior to Closing (collectively, the "**Mandatory Cure Items**"): (i) any and all deeds of trust, mortgages, security agreements and/or financing statements affecting the Property (or any portion thereof) (with Seller having the right to apply the Purchase Price or a portion thereof for such purpose), (ii) all other monetary liens on the Property (such as mechanics' liens, judgments, and/or federal, state and municipal tax liens for delinquent taxes), (iii) all other encumbrances which Seller has voluntarily, knowingly and intentionally placed on the Property between the Effective Date and the Closing Date without Buyer's consent and (iv) all Title Objections which Seller has affirmatively agreed to cure pursuant to this Section 4.

5. Closing Conditions. The obligations of Buyer to close under this Agreement shall be subject to the satisfaction of the following conditions:

(a) there shall have occurred no material adverse change with respect to the Property (including, by way of examples of material adverse changes, any material adverse change in the physical condition or

environmental condition of the Property) between the date on which Buyer shall have given Seller the Notice to Proceed and the Closing Date;

(b) the Title Company shall be ready, willing and able to deliver to Buyer the Title Policy in accordance with the Title Commitment approved by Buyer under Section 4 above and subject only to the Permitted Exceptions; and

(c) the representations and warranties of Seller set forth in this Agreement shall be true and correct without changes, except as may have been approved by Buyer in writing (as satisfactory to Buyer, in its discretion), and the covenants and agreements of Seller set forth herein shall have been satisfied.

If any one or more of the conditions precedent set forth in this Section 5 shall not be satisfied or waived on or before the Closing Date, then such condition precedent shall be deemed unsatisfied, and at Buyer's election, the Deposit shall be returned to Buyer, this Agreement thereby terminated, and neither Seller nor Buyer shall have any further liability or obligation hereunder (except for provisions that expressly survive termination as set forth herein); provided, however, if the failure of such condition precedent also constitutes a default under or breach of the terms of this Agreement on the part of Seller, then Buyer may, at its option, exercise its remedies under Section 12(a) hereof.

6. Closing. Provided that Buyer has not elected to terminate this Agreement under Section 3(c) hereof and all conditions to Buyer's obligations to close under Section 5 have been satisfied or waived, the purchase and sale of the Property hereunder shall close (the "Closing") on the date which is thirty (30) days following the Due Diligence Date (such date, the "Closing Date") or on such other date as the parties may agree upon. The Closing shall take place through escrow at the Title Company.

7. Closing Documents. Buyer and Seller agree to execute and deliver (or cause to be executed and delivered) to the Title Company, in escrow, the documents listed below for which each party is responsible no later than 11:00 a.m. (local time at the offices of the Title Company) on the Closing Date:

(a) Seller shall execute and deliver, or cause to be executed and delivered, the following:

(i) a Statutory Warranty Deed (the "Deed"), signed by Seller and properly acknowledged, which Deed shall be in form attached hereto as Exhibit B;

(ii) an affidavit signed by Seller affirming that Seller is not a foreign person under the Foreign Investment in Real Property Tax Act of 1980, as amended (or if Seller is not considered the transferor under such Act, then such an affidavit from such transferor), which affidavit shall be in form prepared by Seller or the Title Company;

(iii) an Assignment of Service Contracts (the "Assignment of Service Contracts"), transferring to Buyer all of right, title, claim, and interest of Seller, to the extent Buyer elects to assume such contracts, in form attached hereto as Exhibit C;

(iv) a Bill of Sale conveying all right, title and interest of Seller, if any, in and to the Personal Property (the "Bill of Sale"), in the form attached hereto as Exhibit D;

(v) recordable releases and discharges of all Mandatory Cure Items (if any);

(vi) such good standing certificates and evidence of corporate, partnership and/or limited liability, as applicable, organization and due authority and such affidavits, indemnifications, transfer and withholding tax forms and the like from Seller as may be required by the Title Company, on or in forms customarily used by and reasonably satisfactory to the Title Company, in order to act as escrow agent for

the closing of the transactions contemplated by this Agreement and/or in order to satisfy those requirements of the Title Company to issue the Title Policy;

(vii) a closing settlement statement prepared by the Title Company (the "**Settlement Statement**");

(viii) all keys and access codes to the Property and copies of all of Seller's permits, licenses, warranties and approvals relating to the use and operation of the Property;

(ix) a certificate in the form attached as **Exhibit E** recertifying the representations and warranties of Seller set forth in this Agreement as of the Closing Date;

(x) such other documents, instruments or agreements as may be reasonably required to consummate the Closing pursuant to this Agreement.

(b) At Closing, Buyer shall execute and deliver, or cause to be executed and delivered, the following:

(i) the Assignment of Service Contracts;

(ii) the Bill of Sale;

(iii) such good standing certificates and evidence of corporate, partnership and/or limited liability, as applicable, organization and due authority as may be required by the Title Company; and

(iv) such other documents, instruments or agreements as may be reasonably required to consummate the Closing pursuant to this Agreement.

8. **Prorations.** The following prorations shall be reflected as adjustments by the Purchase Price under **Section 1(b)** above (with Seller to have the revenues and to be responsible for expenses through and including the day prior to the Closing Date, and Buyer to have the revenues and to be responsible for expenses on and after the Closing Date):

(a) General property taxes (including state, county, municipal, school and fire district, and other local real estate taxes and personal property taxes) applicable to the Property for the current tax period. All such taxes applicable to the Property for the prior years that are unpaid as of Closing shall be charged to Seller as a credit against the Purchase Price.

(b) Special taxes or assessments, if any, upon the Property, assessed or becoming a lien on or prior to the day prior to the Closing Date (but only past due installments and a pro rata share of the next due installment payable after the Closing Date) shall be charged to Seller as a credit against the Purchase Price.

(c) Utility charges and assessments, if any, shall be prorated between the parties so that Seller shall be charged with any accrued but unpaid, past due or delinquent charges and assessments (as to the portion of such charges and assessments attributable to the period prior to Closing) as a credit against the Purchase Price. Seller shall obtain billings and meter readings as of the Closing to aid in such prorations.

(d) Amounts payable with respect to the Property under any declaration, restrictive covenant, reciprocal easement agreement or other similar document (if any) affecting the Property for the current period. All such amounts applicable to the Property for periods prior to the current period that are unpaid as of Closing shall be charged to Seller as a credit against the Purchase Price.

In the event on the Closing Date, the precise figures necessary for any of the foregoing adjustments are not capable of determination, the adjustments shall be made on the basis of good faith estimates of the parties,

with an adjustment and reconciliation to the extent necessary once the same are finally determined. This Section 8 shall survive the Closing for six (6) months.

9. Costs.

(a) At (or prior to) Closing, Seller shall pay: (i) all sums required to release all Mandatory Cure Items, if any, from title to the Property, including costs of payment and discharge thereof and fees for recording releases; (ii) the costs of issuance of the Title Commitment and updates thereto, and the premium charged for the Title Policy (excluding any charges for endorsements or extended coverage) and (iii) all stamp, documentary and any other transfer taxes with respect to the transfer of the Land and Improvements.

(b) At (or prior to) Closing, Buyer shall pay: (i) the premium and fees charged for any endorsements to the Title Policy; (ii) any additional charges assessed by the Title Company to add extended coverage to the Title Policy, if requested by Buyer, (iii) all costs associated with Buyer's reviews, assessments, studies, inspections, and other matters under Section 3 hereof, and (iii) the recording fees for the Deed.

(c) Seller and Buyer shall split, 50-50, the escrow fees of the Title Company incidental to the Closing and the holding of the Deposit hereunder.

Except as expressly provided in this Section 9 or as expressly provided elsewhere in this Agreement, Buyer and Seller shall pay their own respective costs, including their own respective attorneys' fees, incidental to this Agreement and the transactions contemplated hereby. The foregoing agreements with respect to the allocation of costs shall survive the termination of this Agreement.

10. Representations, Warranties and Covenants.

(a) Seller represents, warrants and covenants to Buyer as follows:

(i) Status. Seller is duly organized and validly existing under the laws of the State of Illinois.

(ii) Due Authority. The execution and delivery of this Agreement and the performance of Seller's obligations hereunder have been or will be duly authorized by all necessary action on the part of Seller, and this Agreement constitutes the legal, valid and binding obligation of Seller, subject to equitable principles and principles governing creditors' rights generally. The execution and delivery of this Agreement and all closing documents to be executed by Seller and the performance of the obligations of Seller hereunder or thereunder will not result in any default under any contract, agreement, or commitment to which Seller is bound. The person executing this Agreement on behalf of Seller has been authorized and empowered to execute this Agreement of behalf of Seller.

(iii) FIRPTA. Seller is not a foreign person or entity under the Foreign Investment in Real Property Tax Act of 1980, as amended (or if Seller is not considered the transferor under such Act, then the transferor is not a foreign person or entity under such Act), and no taxes or withholding under the Foreign Investment in Real Property Tax Act of 1980, as amended, shall be assessed or applied to Buyer in connection with the transactions contemplated hereby.

(iv) OFAC Compliance. Neither Seller, nor, to Seller's knowledge, any person or entity (a "Person") who owns an interest in Seller, is a Person restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") or Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including without limitation any Persons named

on the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC") Specially Designated Nationals and Blocked Persons List.

(v) Bankruptcy. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors against it, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, which remains pending, or (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, which remains pending.

(vi) Litigation and Condemnation. (i) there are no pending or, to Seller's knowledge, threatened actions, suits, arbitrations, claims or proceedings, at law or in equity, affecting all or any portion of the Property or in which Seller is or will be a party by reason of Seller's ownership of the Property, including, without limitation, judicial, municipal or administrative proceedings in eminent domain, condemnation, unlawful detainer or tenant evictions, collections, alleged building code, health and safety or zoning violations, personal injuries or property damages alleged to have occurred on the Property or by reason of the condition or use of the Property, and, to Seller's knowledge, no events have occurred which might give rise to such actions, claims or proceedings.

(vii) Violations. To Seller's knowledge, the Property is being operated in full compliance with all federal, state and local building, zoning, planning, environmental, handicapped (including without limitation, the Americans with Disabilities Act), parking, health and insurance laws and regulations. To Seller's knowledge, no notices of violation of or exemptions from governmental regulations relating to the Property or Seller have been issued to, served upon, received by or entered against Seller and to Seller's knowledge, no such violations or exemptions exist. The Property possesses all governmental and quasi-governmental entitlements necessary for the continued operation and use of the Property in the same manner as it is presently used.

(viii) Service Contracts. There are no service, supply, maintenance, leasing or management agreements or other unrecorded agreements affecting the Property or the operation of any part thereof, other than those assigned to Buyer pursuant to the Assignment of Service Contracts, or which will be cancelled by Seller on or prior to Closing.

(ix) Employees. There are no employees for the Property (or any portion thereof) that Buyer shall be required to hire or retain from and after the Closing Date and there is no collective bargaining agreement with any labor union relating to the Property and there are no labor organizing activities pending or threatened as to the operation or maintenance of the Property.

(x) Tax Certiorari. Seller has not filed any tax certiorari proceedings or any applications for the reduction of the assessed valuation of the Land and Improvements.

(xi) Special Taxes or Assessments. Seller has not received written notice of any special taxes or assessments relating to the Real Property or any part thereof or any planned public improvements that may result in a special tax or assessment against the Land and Improvements.

(xii) Environmental. There are no pollutants, contaminants or other substances, hazardous or otherwise, which are on or beneath the surface of the Property or in the improvements comprising part of the Property that Seller or, to the best of Seller's knowledge, any other person or entity has placed or caused or allowed to be placed upon or beneath the Property, in violation of any law or regulation of any local, state or federal government or agency thereof, and there are no such pollutants, contaminants or other substances that, to Seller's knowledge, are on or beneath lands lying contiguous to the Property.

(xiii) Leases. There are no leases or other occupancy agreements related to the Property, or persons in possession or any part thereof, that will continue in effect after the Closing.

(xiv) Agreement to Sell the Property. Seller has not entered into any presently effective agreement to sell the Property or any portion thereof or interest therein, or entered into any option agreement for the sale of the Property or any portion thereof or interest therein or right of first refusal with respect thereto.

(xv) Liens. There is no unpaid property tax, levy or assessment against the Property, and there is no indebtedness to any contractor, laborer, mechanic, materialmen, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property.

(xvi) Adverse Matters. Seller is not aware of any material adverse facts or information concerning the Property which would be relevant to Buyer with respect to Buyer's determination to acquire the Property.

Seller affirms that the foregoing representations and warranties are each true and correct as of the Effective Date and shall be true and correct (and shall be deemed restated by Seller) as of Closing, subject to the limitations on survival in Section 21 below.

(b) Representations, Warranties and Covenants of Buyer. Buyer represents, warrants and covenants to Seller as follows:

(i) Due Authority. (1) this Agreement has been duly authorized, executed and delivered by Buyer, (2) Buyer has the power and authority to enter into this Agreement and to perform its obligations hereunder, and (3) this Agreement and all documents executed by Buyer which are to be delivered to Seller at Closing do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject.

(ii) Bankruptcy. Buyer has not (1) made a general assignment for the benefit of creditors, (2) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (3) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, or (4) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets.

(iii) Status and Delivery. Buyer is duly organized and validly existing under the laws of the State of its formation, and Buyer has duly authorized, executed, and delivered this Agreement, and all documents to be executed by Buyer at Closing.

(iv) OFAC Compliance. Neither Buyer, nor any Person who owns an interest in Buyer, is a Person restricted from doing business under the Anti-Terrorism Laws, including without limitation any Persons named on the OFAC Specially Designated Nationals and Blocked Persons List.

(v) Brokers. Other than the Brokers, as defined below, Buyer has had no contact with any broker or finder with respect to the Property.

Buyer affirms that the foregoing representations and warranties are each true and correct as of the Effective Date and shall be true and correct (and shall be deemed restated by Buyer) as of Closing, subject to the limitations on survival in Section 21 below.

(c) Seller's Knowledge. For purposes of this Agreement and any document delivered at Closing, whenever the phrase "to the best of Seller's knowledge" or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to the current actual knowledge of Tracy Wilcox, whom Seller hereby represents is familiar with the Land and Property and has actual knowledge of the representations and warranties qualified to knowledge, at the times indicated only and not any implied, imputed or constructive knowledge, without any independent investigation having been made or any implied duty to investigate.

11. Seller's Covenants. Following the execution of this Agreement and through the Closing, Seller covenants to (i) own, operate and maintain the Property in substantially the same manner as presently owned, operated and maintained, (ii) not enter into any lease of space or other occupancy arrangement or any new contract relating to any portion of the Property being conveyed to Buyer, (iii) not create, incur or suffer to exist any new lien or other encumbrance in any way affecting any portion of the Property without Buyer's consent or that will encumber the Property after Closing, (iv) maintain the current insurance coverages for the Land and Improvements, (v) not take action that would render a representation or warranty of Seller under this Agreement untrue, and to notify Buyer of any occurrence that causes a representation or warranty of Seller to become untrue, and (vi) provide Buyer with copies of any notices given or received from any governmental authority promptly upon Seller's receipt thereof (but in no event later than the date in which the Closing occurs).

12. Defaults.

(a) In the event Seller shall default in performing any of its obligations under this Agreement, or if prior to Closing any one or more of Seller's representations or warranties are materially breached and Seller fails to cure such default or breach within three (3) business days following receipt of written notice from Buyer (which notice may be given by email pursuant to Section 18 hereof), then Buyer shall be entitled to (i) terminate this Agreement and receive a refund of the Deposit and Seller shall reimburse Buyer for all out-of-pocket costs and expenses incurred by Buyer in connection with this Agreement and the transaction contemplated hereby, including, without limitation, all due diligence costs, legal fees and costs in procuring financing; provided that Buyer shall provide Seller copies of invoices and evidence of payment of such costs; or (ii) bring an action for specific performance. If Buyer elects to terminate this Agreement under clause (i) above, then this Agreement shall terminate, the Deposit shall be paid to Buyer, and neither Seller nor Buyer shall have any further rights, duties, obligations, or liabilities under this Agreement, except for those rights, duties, obligations and liabilities that are expressly stated to survive the termination of this Agreement.

(b) In the event Buyer fails to close on the date in which the Closing is scheduled to occur and fails to cure such default within three (3) business days thereof, the Deposit shall be forfeited by Buyer and the sum thereof shall go to Seller as liquidated damages and as Seller's sole and exclusive remedy and Buyer shall have no further or other liability under or in connection with this Agreement, **SELLER AND BUYER HEREBY AGREE THAT SELLER'S ACTUAL DAMAGES, IN SUCH EVENT, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE, AND THEREFORE, EACH OF SELLER AND BUYER ACKNOWLEDGES THAT THE AMOUNT OF THE DEPOSIT TO BE PAID TO SELLER HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST BUYER, AND THAT PAYMENT OF SUCH AMOUNT TO SELLER AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY.**

13. Brokers. AJ Nash of Tradition Real Estate Partners is the exclusive agent of Seller in this transaction and Curt Arthur, SIOR of SVN Commercial Advisors, LLC is the exclusive agent of Buyer in this transaction (collectively, the "Brokers"). Seller shall be solely responsible for paying any and all contractual brokerage fees and commissions payable in connection with the transactions described herein. The brokerage fee payable to Buyer's agent is 3% on the 4.25 acre land parcel and 1.5% on the improved 5.8 acre parcel. Seller hereby agrees to indemnify and hold harmless Buyer from and against any liability (including costs and reasonable

attorneys' fees) incurred by reason of any breach of the foregoing representations and warranties in this Section 13. The terms of this Section 13 shall survive the Closing or earlier termination of this Agreement.

14. Assignment. Except as a like kind exchange as set forth Section 15 below Seller shall not assign its rights and interests under this Agreement. In addition to a like kind exchange set forth in Section 15 below, Buyer may assign its rights and interests under this Agreement to a person or entity under the control of or under common control with Buyer, provided that such assignee must possess the financial wherewithal and practical ability to complete the transactions described herein. In the event of any such assignment Buyer shall give Seller notice of such assignment prior to Closing. All other assignments by Buyer shall require the prior written consent of Seller. Buyer as assignor shall not be relieved of liability under the covenants, agreements and obligations of Buyer contained in or derived from this Agreement, and the assignee(s) shall assume and agree to carry out any and all such covenants, agreements and obligations.

15. Like Kind Exchange. Either party may elect to structure the purchase or sale of the Property, as applicable, to effectuate a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code, as amended, and the related regulations of the U.S. Treasury Department. In connection with any such tax deferred exchange, each party agrees to take such steps as the other exchanging party may reasonably request in order to complete the tax deferred exchange, including allowing such party to substitute an exchange accommodation titleholder and/or qualified intermediary (the "**Intermediary**") selected by such party to act in place of such party as purchaser or seller of the Property, as the case may be; provided, however, that such substitution shall not modify or alter such exchanging party's liability under this Agreement, and such exchanging party shall remain wholly responsible for the same, neither party shall be required to take title to the exchange property or any other property, the other party shall not be required to incur any expense in connection with such substitution, and such substitution shall not alter or amend any of the requirements of this Agreement or delay Closing. Upon designation of an Intermediary by an exchanging party, such Intermediary shall be substituted for the exchanging party as the party conveying or acquiring the Property, at the Closing, as the case may be, and the other party agrees that performance by such Intermediary will be treated as performance by the exchanging party. A party electing to effectuate a tax deferred exchange will bear the costs associated with any such party's exchange and shall indemnify and hold the other party harmless from any expense, cost, claim, cause of action or damage arising from or out of the tax deferred exchange. No tax deferred exchange shall delay the Closing or be a condition precedent to a party's obligations to consummate the transaction under this Agreement. The terms of this Section 15 shall survive the Closing.

16. Casualty. In the event of the damage or destruction of all or any part of the Property with estimated costs of repair equal to ten percent (10%) or more of the Purchase Price ("**Major Damage**") prior to Closing, Buyer, at its option exercisable by written notice to Seller within thirty (30) days after notice from Seller of the damage, may either (i) terminate this Agreement, whereupon neither party will have any further obligations hereunder and the Deposit shall be refunded to Buyer (notwithstanding anything to the contrary in this Agreement), or (ii) continue under this Agreement, whereupon Seller shall assign to Buyer all of its interest in and to any insurance policies and proceeds thereof payable as a result of such damage or destruction (or, if the insurer does not permit such policy and/or proceeds to be assigned to Buyer, a credit for such amounts) and whereupon Buyer shall receive a credit against the Purchase Price in the amount of any unpaid deductible payable under each such insurance policy. If Buyer fails to terminate the Agreement within the thirty (30) day period after notice from Seller of Major Damage, Buyer will be deemed to have waived the right to terminate. In the event of damage or destruction of any part of the Property which does not qualify as Major Damage, the parties shall proceed as provided in (ii) in this paragraph.

17. Condemnation. In the event of the taking of all or ten percent (10%) or more of the Property prior to Closing (collectively, a "**Major Taking**"), by eminent domain or condemnation, then Buyer, at its option exercisable by written notice to Seller within thirty (30) days after notice from Seller of the taking, may either (i)

terminate this Agreement, whereupon neither party will have any further obligations hereunder and the Deposit shall be refunded to Buyer (notwithstanding anything to the contrary in this Agreement), or (ii) continue under this Agreement, whereupon Seller will assign to Buyer all its interest in and to any award and proceeds thereof payable as a result of such taking. If Buyer fails to terminate the Agreement within the thirty (30) day period after notice from Seller of the taking, Buyer will be deemed to have waived the right to terminate. In the event of a taking of any part of the Property which does not qualify as a Major Taking, the parties shall proceed as provided in (ii) in this paragraph.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be (i) delivered personally, (ii) sent by a recognized national courier service (such as Federal Express) for next-business day delivery, pre-paid and addressed as set forth below, or (iii) sent via e-mail to the e-mail address(es) set forth below:

(a) If to Buyer:

Country Mutual Insurance Co.
c/o IAA and Affiliated Companies
Attn: Brian Cahill, Senior Counsel
1701 Towanda Avenue
Bloomington, IL 61701
Email: bcahill@ilfb.org

With a copy to:

McEwen Gisvold LLP
Attention: Jesse M. Calm
1100 SW Sixth Avenue, Suite 1600
Portland, OR 97204
Email: jessecc@mcewengisvold.com

(b) If to Seller:

WSC Building Group, LLC
Attn: Lorissa Addabbo
1600 State Street
Salem, OR 97301
Email: lorissa.addabbo@hopeorthopedics.com

With a copy to:

Saalfeld Griggs PC
Attention: Wayne A. Kinkade
250 Church St. SE, Ste 200
Salem OR 97308
Email: wkinkade@sglaw.com

Salem Health
Attention: John Bauer
890 Oak Street SE
Salem, OR 97301
Email: john.bauer@salemhealth.org

Such notices shall be deemed effective and received hereunder (i) upon delivery with respect to personal delivery, (ii) one (1) business day after being deposited with a recognized national courier service for next-business day delivery, or (iii) at the time the e-mail is sent with respect to e-mail notices. Any party may change the address to which notices are to be addressed by giving the other parties notice in the manner herein set forth. Notices may be given by a party's counsel on behalf of such party as if such party had given such notice itself.

19. Timeliness. Time is of the essence with respect to each and every provision of this Agreement.

20. Business Days. As used in this Agreement, the term "business day" shall mean any day other than a Saturday, Sunday or legal holiday in the State in which the Property is located. If any date for the occurrence of a delivery, a notification or an event under this Agreement falls on a day that is not a business day, then the time for the occurrence of such delivery, notification or event shall be extended to the next day that is a business day. With respect to any date for the occurrence of a delivery, a notification or an event under this Agreement, the deadline shall be 5:00 pm Los Angeles, California local time on such date.

21. Survival; Limited Liability. Seller's liability, if any, with respect to those representations and warranties set forth in Section 10 of this Agreement shall survive Closing for a period of twelve (12) months after the Closing Date (the "Survival Period"), and no claim under this Agreement for a breach of such representations and warranties of Seller shall be commenced after the expiration of the Survival Period, unless (i) such claim or action is based on an alleged breach occurring prior to expiration of the Survival Period, (ii) Buyer gives written notice of the alleged breach to Seller prior to expiration of the Survival Period (which notice may be given by email pursuant to Section 18 hereof), and (iii) Buyer commences suit with respect to the claim within 3 months following expiration of the Survival Period.

22. Counterparts; Electronic Signature. This Agreement may be executed in counterparts, each of which shall constitute an original. The parties may sign this Agreement by electronic signature copies, and any such copy shall be deemed to be an original and shall be fully binding on the signing party(ies).

23. Interpretation. Whenever terms "include" or "including" are used in this Agreement, such terms shall be interpreted and shall read as "include without limitation" or "including without limitation" unless the context expressly requires an interpretation and reading limited to a specific reference or example. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State in which the Property is located, without regard to any otherwise applicable principles of conflicts of laws or choice of laws.

24. Binding. This Agreement shall be binding on and shall inure to the benefit of Seller and Buyer and their respective heirs, devisees, legatees, administrators, executors, personal representatives, successors and assigns.

25. Escrow Provisions.

(a) The Title Company shall disburse the Deposit to the party entitled thereto under the terms of this Agreement. Upon receipt of a written demand ("Demand") from Seller or Buyer that Seller or Buyer, as applicable, is entitled to receive the Deposit, the Title Company shall thereafter promptly send a copy ("Forwarding Notice") of the Demand to the party who did not deliver the Demand. If within three (3) business days after delivery of the applicable Forwarding Notice, the Title Company receives a written objection ("Objection") from the party receiving the Forwarding Notice, the Title Company shall promptly forward a copy of such Objection to the other party. In such event, the Title Company shall continue to hold the Deposit until otherwise directed by written instructions from both Seller and Buyer or by a final, non-appealable order or judgment of a court of competent jurisdiction. Notwithstanding the foregoing, Title Company shall have the right, in the event of its receipt of an Objection or any other dispute regarding the Deposit, to deliver the remaining Deposit, if any, to a court of

competent jurisdiction. The Title Company shall give written notice of any such delivery to the other parties hereto. Upon such delivery, the Title Company shall be relieved and discharged of all further obligations and responsibilities hereunder. If within three (3) business days after delivery of the Forwarding Notice, the Title Company does not receive an Objection from the party receiving the Forwarding Notice or prior thereto receives written approval from the party receiving the Forwarding Notice, then the Title Company shall promptly thereafter pay the amount set forth in such Demand to the party delivering the Demand in accordance with the instructions in the Demand. Notwithstanding the foregoing provisions of this Section 25(a), however, in the event this Agreement is terminated by Buyer (or deemed terminated by Buyer) pursuant to Section 3(d) of this Agreement, the Title Company shall disburse the Deposit to Buyer without prior notice to, or the consent of, Seller.

(b) Notwithstanding any other provision in this Section 25, the Title Company shall have the right but not the obligation to consult counsel and to require and receive such written certifications or instructions from any party hereto as the Title Company reasonably deems necessary or appropriate before taking any action hereunder. If any dispute concerning (i) receipt or disbursement of the Deposit held hereunder and/or (ii) this Agreement arises between any of the parties hereto, or if the Title Company is uncertain as to the Title Company's obligations hereunder, the Title Company shall have the right but not the obligation to refrain from taking any action other than to continue to hold the remaining funds then held hereunder in escrow until otherwise directed by a final order or judgment of a court of competent jurisdiction or by a written agreement signed by Buyer and Seller.

(c) The Title Company may assume the genuineness of any document or signature which appears to the Title Company to be genuine, whether or not original or photocopy. The Title Company shall in no event be liable or responsible for any failure of the financial institution in which the Deposit is deposited to pay such amount at the Title Company's direction.

(d) The Title Company shall not be obligated to, but may, institute legal proceedings of any kind that it deems in its reasonable judgment to be necessary or appropriate, including but not limited to a legal proceeding or action in a court of competent jurisdiction to determine the Title Company's obligations hereunder or to seek permission to deposit the funds in court and be relieved of all further obligations hereunder.

(e) Buyer and Seller acknowledge that the Title Company shall not be liable to Buyer and Seller for any act or omission on Title Company's part except to the extent taken or suffered in willful disregard of this Agreement or involving Title Company's gross negligence.

(f) The Title Company may resign as escrow agent hereunder (i) upon ten (10) days' written notice to Buyer and Seller, subject to the appointment of a substitute escrow agent by Buyer and Seller and the acceptance by the substitute escrow agent of such appointment, or (ii) following the petitioning of a court of competent jurisdiction seeking the appointment of a substitute escrow agent, upon the appointment by such court of a substitute escrow agent and the acceptance by such court-appointed substitute escrow agent of such appointment, or (iii) upon the deposit of the funds, if any, then held by Title Company hereunder with a court of competent jurisdiction.

(g) Seller and Buyer, jointly and severally, hereby agree to indemnify the Title Company for, and to hold it harmless from and against, any loss, liability or expense incurred by the Title Company, including, without limitation, reasonable attorney's fees and disbursements, which may be imposed upon or incurred by the Title Company in connection with its serving as escrow agent under this Agreement, except to the extent arising from the gross negligence or willful misconduct of the Title Company. The provisions of this Section 25(g) shall survive the expiration or earlier termination of this Agreement.

26. Joint and Several. If Seller consists of more than one party, each shall be jointly and severally liable to perform the obligations of Seller under this Agreement.

27. Exclusivity. From and after the Effective Date, Seller shall not solicit or respond to offers from other prospective buyers of the Property and Seller shall remove public listings of the Property (including, without limitation, from CoStar, LoopNet and similar websites).

28. Governing Law. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State in which the Property is located in. This Section 28 shall survive the Closing or any termination of this Agreement.

29. Confidentiality. Each of Seller and Buyer shall keep in confidence and not disclose any information or documents it receives from the other or the existence of, the parties to, or the terms and conditions of this Agreement, including, without limitation, with respect to Seller, any of information or documents that Seller receives relating to Buyer's proposed remodeling, development, business plans and/or operation of the Property or any portion thereof (collectively, the "**Confidential Information**") to any person, firm or entity, except Buyer may disclose such Confidential Information to any of Buyer's affiliates, members, partners, trustees, shareholders, beneficiaries, investors (actual and potential), lenders (actual and potential), directors, officers, attorneys, employees, representatives or agents (collectively, "**Buyer Parties**") and Seller may disclose such Confidential Information to any of Seller's affiliates, members, partners, trustees, shareholders, beneficiaries, investors (actual and potential), lenders (actual and potential), directors, officers, attorneys, employees, representatives or agents (collectively, "**Seller Parties**") and the parties may disclose such Confidential Information as required by law or by regulatory or judicial process. Notwithstanding anything to the contrary contained herein, "**Confidential Information**" shall not include: (i) information already in a disclosing party's possession prior to its receipt thereof from the non-disclosing party or its representative, (ii) information which is obtained by a disclosing party from a third person who is not prohibited from disclosing such information to it by any contractual, legal or fiduciary obligation to the non-disclosing party, (iii) information which is or becomes publicly disclosed through no fault of the disclosing party or (iv) information which is required to be disclosed by a court of competent jurisdiction in connection with any litigation between the parties hereto. The provisions of this Section 29 shall survive the Closing or any termination of this Agreement.

30. Partial Invalidly. If any term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

31. Entire Agreement; No Amendments. This Agreement constitutes the entire agreement between Seller and Buyer relating to the Property and supersedes and cancels all prior agreements, letters of intent, expressions of interest and understandings, whether oral or written, relating to the subject matter hereof, except as specifically agreed in writing to the contrary, and shall become a binding and enforceable agreement between Seller and Buyer upon the execution and delivery of this Agreement by all parties hereto. No amendment of or modification to this Agreement of any kind whatsoever shall be made or claimed by Seller or Buyer, unless the same is in writing and signed by the party against whom enforcement is sought.

32. Prevailing Party. In the event of any litigation or any other action to enforce the provisions of this Agreement, the prevailing party in such litigation or such action shall be entitled to be reimbursed by the other party for the prevailing party's reasonable out-of-pocket costs and expenses (including reasonable counsel fees and court costs). This Section 32 shall survive the Closing or any termination of this Agreement.

33. Waiver of Jury Trial. Seller and Buyer expressly waive all right to trial by jury in any claim, action, proceeding or counterclaim by Seller or Buyer against each other on any matters arising out of or in any way connected with this Agreement and the transactions contemplated hereby. This Section 33 shall survive the Closing or any termination of this Agreement.

34. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[signature page follows]

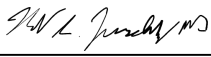
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BUYER

SELLER

WSC BUILDING GROUP, LLC,
an Oregon limited liability company

COUNTRY MUTUAL INSURANCE CO.,
an Illinois mutual insurance company

By: 
Name: Robert Zirschky
Title: Board of Directors Representative

By: _____
Name: Miles T. Kilcoin
Title: Executive Vice President & Chief Financial Officer

JOINDER BY THE TITLE COMPANY

The Title Company has executed this Agreement in order to confirm that, upon the Title Company's receipt of the Deposit, the Title Company shall hold the Deposit in escrow and shall disburse the Deposit pursuant to the provisions of this Agreement.

First American National Title Insurance Company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.


BUYER

SELLER

WSC BUILDING GROUP, LLC,
an Oregon limited liability company

COUNTRY MUTUAL INSURANCE CO.,
an Illinois mutual insurance company

By: _____
Name: _____
Title: _____

By:  _____
Name: Miles T. Kilcain
Title: Executive Vice President & Chief Financial Officer

JOINDER BY THE TITLE COMPANY

The Title Company has executed this Agreement in order to confirm that, upon the Title Company's receipt of the Deposit, the Title Company shall hold the Deposit in escrow and shall disburse the Deposit pursuant to the provisions of this Agreement.

First American National Title Insurance Company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BUYER

SELLER

WSC BUILDING GROUP, LLC,
an Oregon limited liability company

COUNTRY MUTUAL INSURANCE CO.,
an Illinois mutual insurance company

By: _____
Name: _____
Title: _____

By: _____
Name: Miles T. Kilcoin
Title: Executive Vice President & Chief Financial Officer

JOINDER BY THE TITLE COMPANY

The Title Company has executed this Agreement in order to confirm that, upon the Title Company's receipt of the Deposit, the Title Company shall hold the Deposit in escrow and shall disburse the Deposit pursuant to the provisions of this Agreement.

First American National Title Insurance Company

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

See attached.

WARRANTY DEED

(Statutory Form)

REEL
721

PAGE
78

GRANTOR:

GRANADA LAND CO.

CONVEYS AND WARRANTS TO

GRANTEE:

COUNTRY MUTUAL INSURANCE COMPANY
an Illinois Mutual Insurance Company

the following described real property free of encumbrances except as specifically set forth herein:

Lot 15, Block 23, and Lot 1, Block 22, SKYLINE VILLAGE PHASE IV, Marion County,
Oregon.

SUBJECT TO:

Taxes for the fiscal year 1989-90, a lien in an amount to be determined, but
not yet payable; Easement as delineated or dedicated on the recorded plat for
utilities; Easement as delineated or dedicated on the recorded Plat.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or
accepting this instrument, the person acquiring fee title to the property should check with appropriate city or county planning department to verify
approved uses.

The true and actual consideration for this transfer is \$ 744,491.00.

If grantor is a corporation, this has been signed by authority of the Board of Directors, with the seal of said corporation affixed.

DATED: September 28th 1989

GRANTOR:

Granada Land Co.

By: Lawrence T. Epping
Lawrence T. Epping, Managing Partner

Until a change is requested, all tax statements shall be sent to the following address:
Country Mutual Insurance Company, 1701 Towanda Avenue, Bloomington, IL 61701 - Attn:

Controller

State of Oregon, County of Marion
Date: September 28th, 1989

Personally appeared the above named
Lawrence T. Epping

and acknowledged the foregoing instrument to be
his voluntary act and deed. Before me:

John Ann Scott
Notary Public for Oregon
My commission expires: 6-10-93

State of Oregon, County of
Date:

Personally appeared, who being
known, stated that he is the
of grantor
corporation and that the seal affixed hereto is its seal and that this instrument was
voluntarily signed and sealed in behalf of the corporation by authority of its Board of
Directors. Before me:

STATE OF OREGON

County of Marion

REEL PAGE
721 78

I hereby certify
that the within was
received and duly
recorded by me in
Marion County
records:

Fee \$ 15.00
Hand Returned ☐

OCT 3 4 16 PM '89

ALAN H. HANCOCK
MARION COUNTY CLERK
BY: [Signature]

WARRANTY DEED

GRANADA LAND TO COUNTRY MUTUAL

AFTER RECORDING RETURN TO

Country Mutual Ins. Co.
1701 Towanda Avenue
Bloomington, IL 61701

Tax Account #85117-041
Tax Account #85117-221

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3.2 2.2
3.6 2.0
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WARRANTY DEED
(Statutory Form)

REEL PAGE
721 77

GRANTOR

C.A.W.S., INC.

CONVEYS AND WARRANTS TO

GRANTEE

COUNTRY MUTUAL INSURANCE COMPANY
an Illinois Mutual Insurance Company

The following described real property free of encumbrances except as specifically set forth herein:
Beginning at the Northeast corner of Lot 14, Block 23, SKYLINE VILLAGE
PHASE IV, in the City of Salem, Marion County, Oregon; thence South 1° 56' 10"
West along the East line of said Lot 14, a distance of 822.21 feet to the
Southeast corner thereof; thence Southwesterly along the Southerly line of
said Lot on the arc of a 220.00 foot radius curve to the right (the chord of
which bears South 81° 48' 04" West 70.95 feet) a distance of 71.26 feet;
thence North 88° 55' 12" West continuing along said Southerly line a distance
of 10.16 feet; thence North 1° 56' 10" East 846.59 feet to a point on the
Northerly line of said Lot 14; thence Southwesterly along said Northerly line
on the arc of a 250.00 foot radius curve to the left (the chord of which bears
South 79° 21' 43" East 3.24 feet) a distance of 3.24 feet; thence South 79°
43' 59" East 77.62 feet to the point of beginning.

SUBJECT TO:
Taxes for the fiscal year 1989-90, a lien in an amount to be determined, but not
yet payable; Easement as delineated or dedicated on the recorded plat for
utilities; Easement as delineated or dedicated on the recorded Plat; Restriction
as contained in Minor Partitioning No. 89-184 recorded October 3, 1989
in Reel 121, Page 76, Microfilm Records, Marion County, Oregon, as follows:
"Access to Abilene or Red Oak Drives is not permitted".

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or
accepting this instrument, the person acquiring fee title to the property should check with appropriate city or county planning department to verify
approved use.

The true and actual consideration for this transfer is \$ 133,890.00

If grantor is a corporation, this has been signed by authority of the Board of Directors, with the seal of said corporation.

DATED: September 28, 1989

GRANTOR:

C.A.W.S., Inc.

BY: Lawrence T. Epping, President

Under a change is reported, all tax statements shall be sent to the following address:

Country Mutual Insurance Company, 1701 Towanda Avenue, Bloomington, IL 61701 - Attn:

STATE OF OREGON, County of Marion

Date:

Personally appeared the above named

and acknowledged the foregoing instrument to be

voluntary and not made under any

duress, fraud or undue influence

My commission expires

My commission expires

My commission expires

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WARRANTY DEED
Country Mutual
C.A.W.S., Inc. Insurance Co.

AFTER RECORDING RETURN TO
Country Mutual Ins. Co.,
1701 Towanda Ave.,
Bloomington, IL 61701

180001 USE THIS
SPACE FOR NOTES
DATE OF SALE
DATE OF SALE
DATE OF SALE

STATE OF OREGON, County of Marion
I hereby certify that the within instrument was
properly recorded on the _____ day of _____
1989. My commission expires _____.

18-21880

001 3 130

EXHIBIT B

STATUTORY WARRANTY DEED

AFTER RECORDING RETURN TO:

**AND, UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO:**

STATUTORY WARRANTY DEED

COUNTRY MUTUAL INSURANCE CO., an Illinois mutual insurance company, Grantor, hereby conveys and warrants to **WSC BUILDING GROUP, LLC**, an Oregon limited liability company, Grantee, all right title and interest in and to the real property situated in the County of Marion, State of Oregon, more particularly described on Exhibit A attached hereto, free of encumbrances except as specifically set forth on Exhibit B attached hereto.

The true consideration for this conveyance is \$13,700,000.00.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Signature page follows.]

DATED: _____, 2021.

COUNTRY MUTUAL INSURANCE CO.,
an Illinois mutual insurance company

By: _____

Name: Miles T. Kilcoin

Title: Executive Vice President & Chief Financial Officer

STATE OF ILLINOIS)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2021 by Miles T. Kilcoin, as Executive Vice President & Chief Financial Officer of **COUNTRY MUTUAL INSURANCE CO.**, an Illinois mutual insurance company.

Seal

Notary Public for the State of Illinois

[**]

EXHIBIT A
to Statutory Warranty Deed

Real Property Description

[**]

EXHIBIT B
to Statutory Warranty Deed

Permitted Exceptions

EXHIBIT C

FORM OF ASSIGNMENT OF SERVICE CONTRACTS

ASSIGNMENT OF SERVICE CONTRACTS

This instrument is executed and delivered pursuant to that certain Purchase and Sale Agreement (the "**Agreement**") dated _____, 2021 between **COUNTRY MUTUAL INSURANCE CO.**, an Illinois mutual insurance company ("**Seller**") and **WSC BUILDING GROUP, LLC**, an Oregon limited liability company ("**Buyer**") covering the real property described in **Schedule 1** attached hereto ("**Real Property**"). All capitalized terms that are used by not defined herein shall have the same meanings ascribed to such terms in the Agreement.

1. **Assignment and Assumption.** For good and valuable consideration Seller hereby assigns and conveys to Buyer, and Buyer hereby accepts all of Seller's right, title and interest in and to the contracts ("**Service Contracts**") described in **Schedule 2** attached hereto, and Buyer hereby assumes the obligations of Seller under such Service Contracts arising from and after Closing.

2. **Indemnification.** Seller shall defend, indemnify and hold harmless Buyer from and against any liability, damages, causes of action, expenses, and attorneys' fees incurred by Buyer by reason of the failure of Seller to fulfill, perform, discharge, and observe its obligations with respect to the Service Contracts arising before Closing. Buyer shall defend, indemnify and hold harmless Seller from and against any liability, damages, causes of action, expenses, and attorneys' fees incurred by Seller by reason of the failure of Buyer to fulfill, perform, discharge, and observe the obligations assumed by it under this instrument with respect to the Service Contracts arising after the date hereof.

BUYER

SELLER

WSC BUILDING GROUP, LLC,
an Oregon limited liability company

COUNTRY MUTUAL INSURANCE CO.,
an Illinois mutual insurance company

By: _____

Name: _____

Title: _____

By: _____

Name: Miles T. Kilcoin

Title: Executive Vice President & Chief Financial Officer

[***]

SCHEDULE 1

to Assignment of Service Contracts

Real Property Description

[***]

SCHEDULE 1

to Assignment of Service Contracts

Service Contracts

EXHIBIT D

FORM OF BILL OF SALE

BILL OF SALE

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **COUNTRY MUTUAL INSURANCE CO.**, an Illinois mutual insurance company ("**Seller**"), hereby bargains, sells, conveys and transfers to **WSC BUILDING GROUP, LLC**, an Oregon limited liability company ("**Buyer**"), all of Seller's right, title and interest in and to all items of furniture, machinery, equipment, goods, and other personal property (including any warranty made by third parties in connection with the same and the right to sue on any claim for relief under such warranties, to the extent such warranties and related rights are transferable by Seller) (collectively, the "**Personal Property**") owned by Seller and located on that certain real property described on **Schedule 1** attached hereto and incorporated herein by reference.

Seller has not made and does not make any express or implied warranty or representation of any kind whatsoever with respect to the Personal Property, including, without limitation, with respect to title, merchantability of the Personal Property or its fitness for any particular purpose, the design or condition of the Personal Property; the quality or capacity of the Personal Property; workmanship or compliance of the Personal Property with the requirements of any law, rule, specification or contract pertaining thereto; patent infringement or latent defects. Buyer accepts the Personal Property on an "as is, where is, with all faults" basis.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed and delivered as of this ____ day of _____, 2021.

BUYER

WSC BUILDING GROUP, LLC,
an Oregon limited liability company

By: _____
Name: _____
Title: _____

SELLER

COUNTRY MUTUAL INSURANCE CO.,
an Illinois mutual insurance company

By: _____
Name: Miles T. Kilcoin
Title: Executive Vice President & Chief Financial Officer

[***]

SCHEDULE 1
to Bill of Sale
Real Property Description

EXHIBIT E

RECERTIFICATION OF REPRESENTATIONS AND WARRANTIES

The undersigned hereby certifies to **WSC BUILDING GROUP, LLC**, an Oregon limited liability company ("**Buyer**") that each of the representations and warranties made in Section 10 of that certain Purchase and Sale Agreement dated _____, 2021, as amended and/or assigned, by and between the undersigned and Buyer is true, correct and complete in all material respects as of the date hereof except _____.

Dated: _____, 2021

SELLER

COUNTRY MUTUAL INSURANCE CO.,
an Illinois mutual insurance company

By: _____

Name: Miles T. Kilcoin

Title: Executive Vice President & Chief Financial Officer