

REAL ESTATE SALE AND PURCHASE AGREEMENT

This Real Estate Sale and Purchase Agreement (“**Agreement**”) is dated as of this 10th day of May, 2022 (“**Agreement Date**”) by and between R.A.M.D., L.L.C., an Illinois limited liability company, as sole beneficiary of Chicago Title Land Trust Company as Trustee (formerly LaSalle National Bank) under Trust Agreement dated November 23, 1977 and Known as Trust Number 10-22846-08 (“**Seller**”) and _____ (“**Purchaser**”).

RECITALS:

For and in consideration of the covenants herein contained and the Auction Terms (as hereinafter defined), the Purchaser and the Seller agree as follows:

1. **Agreement of Sale and Purchase.** The Purchaser is the successful bidder with respect to the hereinafter defined "Property" at a public auction conducted by Murray Wise Associates, LLC and Farmland Solutions, LLC (jointly, "Auction Company") on behalf of Seller at a virtual online auction on May 10, 2022 (the "Auction"). Purchaser is the successful bidder with respect to the real property set forth on Exhibit "1" attached hereto. Accordingly, the Seller shall sell and cause to be conveyed to the Purchaser and the Purchaser shall buy and receive as of, at and upon the "**Closing**" (as hereinafter defined), fee simple absolute title of the property described in paragraph 2 (in the aggregate, the "**Property**"), subject only to the Permitted Exceptions (as hereinafter defined).

2. **Property.** Property is defined as:

a. all of the real property legally described on Exhibit "1" attached hereto and made a part hereof (“**Land**”).

b. except as herein otherwise expressly provided, as of the Agreement Date, all and singular of the easements, rights-of-way, estates, tenements, hereditaments, reversions, remainders, issues, profits, rights, chose in action, guaranties, warranties, general intangibles, income, and interests, presently or in the future, attaching or relating to the Property or any component thereof;

c. except as herein otherwise expressly provided, as of the Agreement Date, all and singular of the present and future contingent, reversionary and remainder right, title and interest in and to any strips or gores of land, any land lying in the bed of any road, street, avenue, lane, highway or other opened, dedicated or proposed right-of-way appurtenant, belonging, attaching or relating to the Property or any component thereof, any award to be made in lieu thereof and any unpaid award for damage to the Property or any component thereof by reason of any

condemnation or taking or change of grade of any road, street, avenue, lane, highway or other opened, dedicated or proposed right-of-way. There is no personal property included in the Property.

3. **The Purchase Price.** As principal consideration for the sale and conveyance of the Property, the Seller shall be paid \$ _____ U.S. (the "**Purchase Price**") for the Property. The Purchase Price, as adjusted pursuant hereto plus or minus prorations (as hereinafter provided), shall be payable as follows:

a. At the conclusion of the Auction, Purchaser shall be prepared to wire transfer \$ _____ (10% of the Purchase Price) as a non-refundable deposit (the "**Earnest Money**") to be held with Chicago Title Insurance Company ("CTIC") in a Strict Joint Order Escrow account; and

b. the balance of the Purchase Price, as adjusted pursuant hereto, plus or minus prorations, by confirmed electronic federal wire transfer of funds as a condition precedent to the transaction contemplated hereby (the "**Closing**"), in accordance with the title insurer's wire transfer Seller's instructions received by the Purchaser no later than two (2) days prior to the Closing.

The Earnest Money shall be held in a non-interest bearing account by CTIC, for the mutual benefit of the parties, returned and refunded in accordance with the provisions hereof, applied towards payment of the Purchase Price at Closing. All expenses of holding the Earnest Money as aforesaid shall be the liability of the Purchaser. All risk of loss to the principal of the Earnest Money until the disposition thereof pursuant hereto shall belong to the Purchaser.

4. **Deed.** The Seller shall, at the Closing convey or cause to be conveyed title to the Property to the Purchaser by recordable, stamped, Trustee's deed, in customary form, consistent with statutory requirements, which provides for return thereof to the grantee therein after recording, free and clear of all liens, encumbrances, exceptions and defects except and subject to only the following (collectively the "**Permitted Exceptions**"), to wit:

a. those matters described on Exhibit 3; and

b. any "**Unpermitted Exceptions**" (as referenced in subparagraph 5(a)(ii)) which are shown on the title insurance commitment and are either waived off or for which a commitment for title insurance over the same is procured from the "title insurer" (as hereinafter defined) pursuant to subparagraph 5(a)(ii)(A) or to which the Purchaser agrees to take the Property subject.

To the extent which the Purchaser agrees to accept ownership of the Property subject to any other lien, encumbrance, exception or defect in addition to those set forth in this paragraph 4, the deed(s) provided for in this paragraph may also reflect that the same is/are made subject to such other lien, encumbrance, exception and defect.

5. **Conditions Precedent.** This Agreement, the Purchaser's performance hereunder and payment of the Purchase Price are expressly made subject to and preconditioned upon the conditions set forth in this paragraph 5. The Purchaser shall, at all times have the right to determine to the Purchaser's satisfaction, the completion or non-completion of any condition in and to this Agreement, which determination shall be conclusive. If this Agreement is terminated pursuant to any of said conditions, this Agreement shall become null and void and the Earnest Money together with all interest earned thereon shall be returned to the Purchaser without further action of either party and neither party shall have any further rights or duties hereunder.

a. Title.

i. Not later than five (5) days subsequent to the Agreement Date, the Seller shall deliver to the Purchaser evidence of the Trustee's title to and ownership of the Property in the form of an ALTA Title Insurance Commitment issued by CTIC (the "title insurer") bearing an effective date of February 14, 2022, and bearing File No. CCHI-2201201-LD, and committing to insure upon demand, by issuance of the policy form used by the title insurer which is consistent with ALTA Owner's Policy of Title Insurance [revised 2021] with applicable State modifications or the currently promulgated version thereof or successor form thereto fee simple title ownership of the Property as of the Closing in the Purchaser in an amount not less than the Purchase Price, subject only to the Permitted Exceptions, standard preprinted Conditions and Stipulations and Exclusions from Coverage contained in said policy. Said commitment shall be evidence of title as therein shown as to all matters insured by the owner's title insurance policy.

ii. If a subsequent later dated title commitment discloses liens, encumbrances, exceptions or defects in title other than the Permitted Exceptions described on Exhibit 3 (the "**Unpermitted Exceptions**") the Seller, at the Seller's sole expense shall have:

A. until five (5) days prior to the Closing Date, to cause the title insurer to waive off of said commitment the Unpermitted Exceptions or commit to insure for the full amount of title insurance requested, against loss or damage that may be occasioned by the Unpermitted Exceptions, and give notice of same to the Purchaser; and/or

B. until the Closing, to cure or remove the Unpermitted Exceptions from the land title or other public records by payment of money or otherwise and give notice of same to the Purchaser.

If the Seller fails to have the title insurer waive the Unpermitted Exceptions off of said commitment or have a commitment from the title insurer for insurance over the Unpermitted Exceptions issued and give notice thereof to the Purchaser, or cure or remove from the public record(s) the Unpermitted Exceptions by payment of money or otherwise and give notice of same to the Purchaser, within such specified times, so that the title insurance is subject only to the Permitted Exceptions and the standard preprinted Conditions and Stipulations and Exclusions from Coverage contained in such policy, then the Purchaser may terminate this Agreement or elect upon notice given to the Seller on or before the Closing, to take title to the Property as it is then, with the right

to deduct from and set off and credit against the Purchase Price the amount or value of any such of the Unpermitted Exceptions.

b. Survey. Purchaser acknowledges receipt of an ALTA survey of the Property, prepared by Illinois licensed land surveyor _____ ("Surveyor"), dated _____, 2022 and certified by such Surveyor as having been made in compliance with the Minimum Standard Detail Requirements for ALTA-ACSM Land Title Surveys jointly established and adopted by the American Land Title Association and the American Congress on Surveying and Mapping ("Survey"). Purchaser acknowledges and agrees that the Survey accurately shows the current condition of the Property, the size of the Property, that there exist no encroachments of any improvements onto adjacent property or any easement or of improvements to adjacent property onto the Property (or to the extent the Survey depicts any such encroachments or other defects, Purchaser agrees that such encroachments or defects are Permitted Exceptions).

c. Documentation. Purchaser acknowledges receipt of the Auction materials made available to all potential Auction bidders. Purchaser has thoroughly reviewed such Auction materials, is fully cognizant of the nature and content of such materials, and bid at the Auction with full knowledge of the content of such materials subject to the Auction Terms (as hereinafter defined).

Three (3) days prior to the Closing Seller shall furnish to Purchaser copies the following documents, the originals of which shall be furnished at the Closing:

i. closing/settlement/proration statement in usual and customary form setting forth all prorations between the parties and credits and adjustments to the Purchase Price;

ii. all documents, if any, required by law or the title insurer, for consummating the transaction contemplated hereunder;

iii. evidence reasonably satisfactory to the Purchaser of the payment of the real estate general property (ad valorem) taxes for the Property as required in paragraph 10 and payment of all other costs, fees, charges and expenses required to be paid by the Seller;

iv. copies of all documents, if any, furnished to the title insurer or any other person for purposes of clearing title to the Property or obtaining the title insurance, including all coverages and endorsements, required hereby, including an American Land Title Association standard form owner's statement(s) if and as required by the title insurer;

v. all applicable transfer/transaction/conveyance/deed/valuation/gross/stamp/documentary or tax declarations or affidavits related to the transaction contemplated hereunder, as required by law;

vi. an Assignment and Assumption of farm lease agreement, assigning the farm lease with Ken Calhoun, as tenant, to the Purchaser; and

vii. an Illinois Plat Act Affidavit

d. Compliance with Foreign Investment in Real Property Tax Act. At the Closing, the Seller shall furnish to the Purchaser, (a) completed and executed "Non-Foreign Person Affidavit(s)" for purposes of complying with the documentation and evidentiary standards of the Foreign Investment in Real Property Tax Act, IRC Section 1445, as amended, and the regulations thereunder and establishing that the Seller is not a "foreign person" (as defined therein).

e. Possession. The Seller shall deliver or cause there to be delivered to the Purchaser as of the Closing (subject only to the Permitted Exceptions) full, unencumbered, complete and unrestricted physical possession, occupancy, use, control and quiet and peaceable enjoyment of the Property.

d. Damage to or Condemnation of the Property. If prior to the Closing all or a portion of the Property is taken by eminent domain or condemnation (or sale in lieu thereof) then the Purchaser may not terminate this Agreement, but the Purchase Price will be adjusted to take into account the reduction in acreage being conveyed to Purchaser.

The Purchaser may waive any or all of the preceding conditions in whole or in part, but any such waiver shall be effective only if made in writing.

6. Warranties. All warranties contained herein are deemed and acknowledged by the parties to be materially important and significant to this Agreement. Either party may at any time demand reasonable evidence or assurance of the accuracy, truth and validity of the warranties made by the other party herein. Any such demand shall be complied with forthwith.

a. The Seller's Warranties. The Seller represents and warrants to the Purchaser that the following are true and correct as of the Agreement Date and will be true and correct on the Closing, unless expressly stated otherwise, to wit:

i. the Seller has full, legal authority to enter into this Agreement with the Purchaser, execute or cause execution of all documents required hereunder, and to direct the Trustee to execute the Trustees Deed as herein required, consummate or cause consummation of

the transaction contemplated hereby and convey or cause conveyance of the Property pursuant hereto to the Purchaser;

ii. to Seller's knowledge, there are no covenants or restrictions affecting the Property not shown in the Permitted Exceptions;

iii. the Seller is not a "foreign person" as that term is defined in Internal Revenue Code Section 1445(f) (or any successor provision thereto) and the regulations thereunder; and

iv. to the best of Seller's knowledge, the Trustee is the fee simple title holder to the Property.

b. **The Purchaser's Warranties.** The Purchaser represents and warrants to the Seller that the following are true and correct as of the Agreement Date and will be true and correct on the Closing, unless expressly stated otherwise, to wit:

i. the Purchaser has full, legal authority to enter into this Agreement with the Seller, execute or cause execution of all documents required hereunder as herein required, consummate or cause consummation of the transaction contemplated hereby and pay or cause payment of the Purchase Price to the Seller;

ii. there are no actions, suits, proceedings, judgments, orders, decrees, defaults, delinquencies or deficiencies outstanding against the Purchaser which would effect the Purchaser's ability to perform hereunder;

iii. the Purchaser's entry into this Agreement, execution hereof and performance hereunder does not violate any other contract, mortgage, instrument, private formative instrument (such as a charter, articles of incorporation, by-laws or partnership agreement), order, regulation, ordinance or law to which the Purchaser is bound;

iv. the Purchaser does not require any consent, approval or permission from any governmental or quasi-governmental authority or any private party to perform hereunder and consummate the transaction contemplated herein, which shall not be given or obtained at or prior to the Closing; and

v. prior to bidding at the Auction, the Purchaser read, comprehended and acknowledged all of the terms, requirements, and conditions of the Auction as disseminated by the Auction Company ("Auction Terms") and agreed to be bound by all Auction Terms.

7. **As-Is Condition.** PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING SOLD BY SELLER AND PURCHASER AGREES TO ACCEPT THE PROPERTY "AS IS" AND "WHERE IS" CONDITION SUBJECT TO ALL FAULTS, IN ITS CONDITION ON THE CLOSING DATE. PURCHASER ACKNOWLEDGES THAT (A) PURCHASER HAS HAD AN OPPORTUNITY TO MAKE AN INDEPENDENT INVESTIGATION AND EXAMINATION OF ALL MATERIALS DELIVERED OR CAUSED TO BE DELIVERED BY AUCTION COMPANY IN CONNECTION WITH THE AUCTION AND BY SELLER IN CONNECTION HEREWITH, (B) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS CONTRACT, THE SELLER AND RELATED PARTIES HAVE NOT MADE AND SHALL NOT MAKE ANY VERBAL OR WRITTEN REPRESENTATIONS, WARRANTIES OR CERTIFICATIONS OF ANY NATURE OR KIND WHATSOEVER TO PURCHASER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ABOVE. EXCEPT AS MAY OTHERWISE BE SET FORTH IN THIS CONTRACT AND THE TRUSTEES DEED TO BE DELIVERED AT CLOSING, SELLER HEREBY ABSOLUTELY, IRREVOCABLY AND UNCONDITIONALLY AND SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW OR OTHERWISE WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING THE WATER, SOIL AND GEOLOGY OF THE REAL ESTATE, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS SUBSTANCES, WASTE OR GAS OR SOLID WASTE ON OR ABOUT, OR DERIVING FROM THE PROPERTY, (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY INTEND TO CONDUCT THEREON, (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATIONS WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION OVER THE PROPERTY, INCLUDING ENVIRONMENTAL LAWS, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (E) ANY OTHER MATTERS RELATED TO OR CONCERNING THE PHYSICAL NATURE OR ENVIRONMENTAL CONDITION OF THE PROPERTY. IN ACQUIRING THE PROPERTY PURCHASER SHALL BE ASSUMING ALL RISKS AND LIABILITIES OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN AND WHETHER CONTINGENT OR ACTUAL, AND SHALL NOT SEEK RECOURSE AGAINST AND DISCLAIMS ANY AND ALL LIABILITY WHATSOEVER AGAINST SELLER OR AUCTION COMPANY ON ACCOUNT OF ANY LOSS, COST, EXPENSE, CLAIM, ACTION OR CAUSE OF ACTION, INCLUDING ANY ATTORNEYS' AND CONSULTANTS' FEES AND EXPENSES, SUFFERED OR INCURRED BY PURCHASER, WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (E) ABOVE.

8. **The Closing.** The consummation of the transaction contemplated hereunder, payment of the Purchase Price and delivery of the deed required hereby shall be no more than thirty (30) calendar days after the Auction (the "Closing Date"). The Closing shall be by simultaneous delivery and recording of the Trustee's deed required hereby, payment of the Purchase Price and issuance of the owner's title insurance policy or a "marked-up" title insurance commitment in accordance herewith, all subject to the provisions hereof. The aforementioned recording confirmation/gap coverage "New York Style" closing shall be conducted by the title insurer. At the Closing, the Seller shall deliver the deed(s) required hereby to the title insurer for immediate recording. Upon delivery to the Purchaser of the owner's title insurance policy required hereunder or a marked up title insurance commitment in accordance herewith, the Purchaser shall pay the Purchase Price to the Seller, all subject to the provisions hereof. This sale and purchase transaction shall be closed through an escrow ("Escrow Closing") established with the title insurer in accordance with the general provisions of the usual deed and money escrow agreement used by the title insurer with such special provisions being inserted therein as may be required by this Agreement; provided, however, that should any of the terms of said escrow agreement be in conflict with any of the terms of this Agreement, this Agreement shall control. The cost of recording confirmation/gap coverage New York Style Closing and Escrow Closing shall be paid by Purchaser.

9. **Brokers.** The Purchaser warrants to the Seller and the Seller warrants to the Purchaser that no real estate agent, finder, sales person, or broker has been involved in the sale and purchase of the Property hereunder other than the Auction Company. The Seller shall have liability for and duty to pay all commissions, fees or charges due to the Auction Company. In the event of a breach of the foregoing warranty, the breaching party shall save, defend, indemnify and hold forever harmless the other party from and against all damages including specifically those based upon claims for commissions, fees or charges, including reasonable attorney's fees.

10. **Real Estate Taxes/Rents.** (a) The Seller shall pay all real estate general property (ad valorem) taxes for the Property for tax year 2021 due in 2022. The Purchaser shall be responsible for the payment of all real estate general property (ad valorem) taxes for the Property for tax year 2022 due in 2023.

(b) The 2022 farm rental income shall be credited to Purchaser at Closing and all 2022 farm expenses shall be the responsibility of the Purchaser.

All such prorations as of the Closing shall be deemed final (there shall be no re-prorations after the Closing occurs).

11. **Remedies.** In the event of a breach under this Agreement by the Purchaser prior to the Closing, the sole and exclusive remedy of the Seller shall be to retain, as sole, full, final and

exclusive liquidated damages not as a penalty, the Earnest Money. The parties acknowledge that damages to the Seller arising upon the Purchaser's breach prior to the Closing are not otherwise susceptible of ascertainment and that the aforesaid provision for liquidated damages is reasonable. In the event of a breach under this Agreement by the Seller prior to the Closing, the Purchaser's sole remedy shall be a right to pursue Seller to be reimbursed for all actually incurred, out of pocket expenses related to the transaction contemplated hereunder.

12. **Transfer and Like Taxes.** The Seller shall at the Closing pay the amount of all state and county transfer, transaction, stamp, documentary, conveyance taxes or fees imposed on the transaction contemplated hereunder and shall furnish, completed and executed, all documents related to such taxes or fees in the forms required under law. The Purchaser shall pay all other transfer, documentary and conveyance taxes and fees.

13. **Time and Land Measurement of the Essence.** Time and the size of the Property are material and of the essence to this Agreement.

14. **Notices.** All notices or communications herein required or which either party desires to give to the other shall be in writing and shall be sent by certified or registered, return receipt requested, postage prepaid, mail, personal delivery, or recognized, commercial courier which maintains evidence of delivery, and shall be deemed sufficiently given if mailed or delivered to the respective party at the address noted for said party on Exhibit 2 . Copies of all notices or communications to the parties shall, to be effective, be simultaneously given in the same manner to the respective legal counsel of the parties as set forth on Exhibit 2.

15. **Survival.** The terms, conditions, obligations, representations, covenants, warranties and provisions of this Agreement shall survive the Closing and delivery of the deed hereunder for a period of ninety (90) days from the consummation of the Closing.

16. **Incorporation.** This Agreement incorporates, integrates and makes as a part of it all exhibits attached hereto and referenced herein and all of the Auction Terms.

17. **Amendment.** This Agreement may be modified, amended or supplemented only by a writing of equal dignity. The parties' legal counsel may, on behalf of their respective clients, execute any writings as aforesaid and such writings shall be deemed authorized and of the same force and effect as if executed by the respective parties and may be relied upon by the other party. Notwithstanding the foregoing, the Seller reserves the right to modify the terms and conditions of the Auction without Purchaser's consent.

18. **Assignment; Binding upon Successors and Assigns.** Purchaser shall not assign this Agreement or any rights or duties hereunder without the prior written consent of the Seller. The Seller may assign any monies due or to become due to the Seller hereunder without the prior

written consent of the Purchaser. This Agreement shall be binding upon and shall inure to the benefit of the Seller and the Purchaser and the respective successors and permitted assigns of each upon execution hereof by the Seller and the Purchaser. This Agreement creates no rights as a third party beneficiary or otherwise in any person not a party.

19. **Headings.** The various headings used in this Agreement are for convenience only and shall not be used in interpreting the text before which the same appear.

20. **Counterparts/Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver to the other party an executed original of this Agreement with its "wet ink" signature, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopied or electronically transmitted handwritten signature of the other party to this Agreement.

21. **Severability of Provisions.** This Agreement shall not be severable or divisible; provided, however, that a judicial or administrative determination by any jurisdiction of the invalidity or unenforceability of any one or more of the provisions hereof, or any one or more of the provisions of any instrument or Exhibit related hereto or referred to herein shall not invalidate the remaining provisions of this Agreement or any instrument or Exhibit related hereto or referred to herein, or the application of such provision(s) to persons or circumstances other than those in respect to which it is determined to be invalid or unenforceable, all the provisions of the same being deemed for purposes of the aggregate validity thereof to be separate.

22. **Interpretations.** All words or phrases used herein shall have the meaning ascribed thereto by this Agreement, or if such is silent, then there shall be ascribed thereto the normal, everyday meaning as used in the real estate and related fields. The singular form of any word used herein throughout shall be interpreted to include the plural or vice versa. The masculine, feminine or neuter form of any word used herein throughout shall be interpreted to be that necessary for factual or grammatical accuracy.

23. **Duties and Rights.** No action or failure to act by the Purchaser or the Seller shall constitute a waiver of any right, remedy or recourse, nor shall any such action or failure to act constitute an approval of or acquiescence in any default hereunder, except as may be specifically agreed in writing.

24. **Expenses.** The Seller shall be liable for the payment in full prior to the Closing of all costs, expenses, charges, liabilities, obligations and claims against and with respect to the Property accruing and arising prior to the Closing. The Purchaser shall pay for the costs of recording the deed described in paragraph 4.

25. **Like-Kind Exchange.** The parties to this Agreement acknowledge and agree that either party may elect to implement an exchange under Section 1031 of the Internal Revenue Code (an "Exchange"), and that (i) such electing party shall have the right to assign all of its right, title and interest (but not its liabilities or such electing party's obligations) under this Contract to a duly qualified intermediary (the "Exchange Party") selected by such electing party, (ii) the other party shall execute and deliver such documents as may be required to complete the transactions contemplated by such Exchange and to effect such assignment to the Exchange Party, which are in form and substance reasonably acceptable to the other party, at no cost or expense to the other party, and (iii) otherwise cooperate with the other party in all reasonable respects to effect its Exchange. Except as expressly set forth in this Section, the other party shall have no other liability or obligation with respect to such electing party's effectuation of its Exchange. In no event shall such Exchange election delay the Closing Date and such electing party shall pay for all fees, costs and expenses in connection with its Exchange.

26. **Confidentiality and Non-Disclosure.** Neither Seller nor Purchaser shall publicly disclose or publicize the provisions hereof or the terms and circumstances of the transaction contemplated hereby to any person whomsoever except as required by law or as necessary to consummate the transaction contemplated hereby, without the express written consent of the other party to this Agreement.

27. **Calculation of Time.** If the time period by which any right, option, or election provided under this Agreement must be exercised, or by which any act required herein must be performed or by which the Closing must be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regular business day.

28. **Integration.** This Agreement and all Exhibits and all instruments related hereto alone, fully and completely represent the final, entire and integrated expression of agreement between the Purchaser and the Seller and supersede all prior negotiations, representations or agreements, either written or oral, pertaining to the transaction contemplated hereby. Either party may record a memorandum of this Agreement against the Property without notice to the other.

29. **Choice of Law.** This Agreement has been negotiated, executed, delivered and accepted at Chicago, Illinois and the rights and duties of the parties hereunder shall be construed,

enforced and governed according to the laws of the State of Illinois, without reference to the conflict of laws principles of said State.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Real Estate Sale and Purchase Agreement as of the Agreement Date.

SELLER:

Sole Beneficiary of Chicago Title Land Trust Company Trust Number 10-22846-08:

R.A.M.D., L.L.C.,
an Illinois limited liability company

By: _____
Ronald A. Tyrpin, Manager

PURCHASER:

EXHIBIT 1

LEGAL DESCRIPTION OF THE PROPERTY

[The legal description shall be inserted by the Seller's attorney at the conclusion of the Auction, and shall be based upon the Parcel or Parcels selected by the successful bidder(s) at the Auctions and as depicted on the Survey]

EXHIBIT 2

ADDRESSES AND LEGAL COUNSEL

Address of the Seller: R.A.M.D., L.L.C.
c/o Rebecca Juhant
Fifth Third Private Bank
1400 16th Street, Suite 175 | MD GOAK11
Oak Brook, IL 60523
Rebecca.Juhant@53.com

Address of the Purchaser: _____

Legal Counsel for the Seller: Holland & Knight LLP
150 North Riverside Plaza Suite 2700
Chicago, IL 60606
Attn: Frank Keldermans
frank.keldermans@hklaw.com
312-715-5773

Legal Counsel for the Purchaser: _____

EXHIBIT 3

THE PERMITTED EXCEPTIONS

- 1) GENERAL REAL ESTATE TAXES FOR THE TAX YEAR 2022 AND SUBSEQUENT YEARS.
- 2) EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES, INCLUDING LEASE AGREEMENT WITH CURRENT TENANT, KEN CALHOUN.
- 3) RIGHTS OF ADJOINING AND CONTIGUOUS OWNERS TO HAVE MAINTAINED THE UNINTERRUPTED FLOW OF THE WATERS OF ANY STREAM WHICH MAY FLOW ON OR THROUGH THE LAND.
- 4) RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.
- 5) RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES BY THE INSTRUMENTS RECORDED IN BOOK 19 OF MISCELLANEOUS DEEDS, PAGES 152 & 153, BOOK 19 OF MISCELLANEOUS DEEDS, PAGE 150, AND BOOK 19 OF MISCELLANEOUS DEEDS, PAGE 154.
- 6) TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE RIGHT OF WAY RESERVED IN THE WARRANTY DEED DATED SEPTEMBER 8, 1859 AND RECORDED OCTOBER 31, 1859 IN BOOK 23 OF DEEDS, PAGE 297.
- 7) EASEMENT(S) FOR THE PURPOSE(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO COMMONWEALTH EDISON, RECORDED ON SEPTEMBER 11, 1943 AS DOCUMENT NO. 419960, AFFECTS PART OF PARCEL 1.
- 8) EASEMENT(S) FOR THE PURPOSE(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO GENERAL TELEPHONE COMPANY OF ILLINOIS, FOR PURPOSE TO CONSTRUCT, OPERATE AND MAINTAIN SERVICE FACILITIES AND OTHER EQUIPMENT IN, ALONG, UPON AND UNDER THE LAND, RECORDED ON JULY 28, 1980 AS DOCUMENT NO. 798492, AFFECTS PART OF THE LAND.

9) EASEMENT(S) FOR THE PURPOSE(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO NORTHERN ILLINOIS GAS COMPANY, FOR PURPOSE TO LAY, MAINTAIN, OPERATE, RENEW AND REMOVE GAS MAINS AND OTHER NECESSARY FACILITIES WITH RIGHT OF ACCESS THERETO, RECORDED ON NOVEMBER 12, 1980 AS DOCUMENT NO. 805970, AFFECTS PART OF THE LAND.

10) NOTHING HEREIN CONTAINED SHOULD BE CONSTRUED AS INSURING ACCESS TO THE LAND BY MEANS OF THE EASEMENT CREATED IN DOCUMENT 778472.

11) EASEMENT(S) FOR THE PURPOSE(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO NICOR GAS, FOR PURPOSE A PERPETUAL, NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSE OF LAYING, MAINTAINING, OPERATING, RENEWING, REPLACING AND REMOVING GAS MAINS AND ANY NECESSARY FACILITIES, RECORDED ON JUNE 26, 2006 AS DOCUMENT NO. 2006R46632, AFFECTS PART OF PARCEL 1 AND 3.

12) EASEMENT(S) FOR THE PURPOSE(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO NICOR GAS, FOR PURPOSE A PERPETUAL, NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSE OF LAYING, MAINTAINING, OPERATING, RENEWING, REPLACING AND REMOVING GAS MAINS AND ANY NECESSARY FACILITIES, RECORDED ON JUNE 26, 2006 AS DOCUMENT NO. 2006R46633, AFFECTS PART OF PARCEL 2.

13) EASEMENT(S) FOR THE PURPOSE(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED BY RICHARD A. PERRITT MD TO FRONTIER NORTH INC., FOR PURPOSE THE RIGHT, PRIVILEGE, EASEMENT AND AUTHORITY TO CONSTRUCT, OPERATE, PATROL, MAINTAIN AND REPLACE ITS COMMUNICATION LINES, INCLUDING THE NECESSARY UNDERGROUND CABLES, WIRES, CONDUITS, MARKERS AND APPURTENANCES UPON, OVER, UNDER AND ACROSS THE LAND, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS TO SAID LAND AND THE RIGHT TO TRIM ALL BRUSH AND TREES ALONG SAID LINES, RECORDED ON AUGUST 11, 2011 AS DOCUMENT NO. 2011R32123, AFFECTS THE LAND THEREIN DESCRIBED.