

REAL ESTATE PURCHASE CONTRACT

Tract(s): 1-6

Arboretum Wealth and Trust
Management, a Division of GreatBanc

Seller: Trust Company for Arthur F. Nagel

Buyer: _____

Vida Cruz, Vice President & Trust

By: Officer

By: _____

Address: 801 Warrenville Road

Address: _____

City, State, Zip: Lisle, IL 60532

City, State, Zip: _____

Phone: 331-703-0721

Phone: _____

Email: vcruz@awtm.com

Email: _____

1. Offer and Acceptance. These terms shall constitute a binding contract upon execution by all parties (the "Contract").
2. Mutual Covenants. Seller agrees to sell and Buyer agrees to purchase approximately acres of land which is shown on Exhibit A attached hereto and incorporated herein by this reference (the "Property"), together with all improvements, if any, and appurtenances thereon, upon the terms set forth in this Contract.
3. Purchase Price. The purchase price of the Property (the "Purchase Price") shall be _____ Dollars (\$_____). Buyer will pay a non – refundable down payment of the Purchase Price upon execution of this Contract in the amount of ten percent (10%) of the Purchase Price (\$_____) as earnest money (the "Earnest Money") to be held in the trust account of Chicago Title Company, LLC, as escrow agent (the "Escrow Agent") hereunder for delivery to Seller at the time of closing. The balance of the Purchase Price, adjusted by any prorations and credits allowed the parties by this Contract, shall be paid to Seller at closing by cashiers check, wire transfer of funds or other form of payment acceptable to Seller. Seller shall retain all cash rents, including any bonuses, for the 2022 crop year.
4. Survey. No new survey shall be provided. However, Seller shall provide any existing surveys of the property to Buyer.
5. Possession and Closing. Seller shall deliver possession of the Property free and clear of all liens and encumbrances and subject to the rights of tenants in possession through February 28, 2023, to Buyer concurrently with the closing of this transaction which shall be held on or before the December 30, 2022. Closing shall be held at the offices of Chicago Title Company, LLC or at another mutually acceptable location.
6. Deed of Conveyance. At closing, Seller shall deliver to Buyer upon Buyer's compliance with the term of this Contract, a duly executed warranty deed ("Deed") sufficient to convey the Property to Buyer or Buyer's permitted assignee, in fee simple absolute, subject only to the exceptions authorized in this Contract.
7. Personal Property. No items of personal property are included in this sale.
8. Condition of Premises. Buyer acknowledges that Buyer has inspected the property and any improvements

thereon, and that Buyer is acquainted with the condition thereof and accepts the same as of the time the Buyer executed this Contract with all faults and without any warranties from Seller, in "AS IS, WHERE IS AND WITH ALL FAULTS" condition.

9. Warranties. Seller warrants that no contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements in respect to any goods or chattels that have been or are to become attached to the land or any improvements thereon, will at the time of closing be outstanding and not fully performed and satisfied, and further warrants that there are not and will not at the time of closing be any leases or contracts relating to the Property which extend beyond February 28, 2023.
10. Real Estate Taxes and Special Assessments. The 2022 calendar year real estate taxes due and payable in 2023 shall be paid by Seller. Seller shall credit Buyer(s) at closing for said 2022 real estate taxes payable in 2023 based on the most recent ascertainable tax figures. Buyer is responsible for all subsequent real estate taxes.
11. Closing Costs. Buyer shall pay the following expenses incurred in connection with the transaction described herein: (a) one-half of all closing fees charged by the Title Company (defined hereunder), including the Deed and money escrow charges, (b) the fee for the recording of the Deed, and (c) Buyer's legal fees and expenses. Seller shall pay the following expenses incurred in connection with the transaction described herein: (i) the cost of removing all unpermitted matters from title, (ii) Seller's legal fees and expenses, (iii) all transfer taxes, documentary stamp taxes and other taxes pertaining to the sale or transfer of the Property, or any part thereof, and (iv) one-half of all closing fees charged by the Title Company, including the Deed and money escrow charges, and (v) all costs relating to the issuance of the owner's title insurance policy.
12. Evidence of Title. Within a reasonable period after execution of this Contract and before closing, Seller shall provide Buyer an updated commitment to issue an ALTA title insurance policy in the amount of the purchase price, by Chicago Title Company, LLC ("Title Company"). Permissible exceptions to title shall be all matters and exceptions set forth on that certain commitment for title insurance with an effective date of September 29, 2022 and September 30, 2022, and issued by the Title Company. If Buyer or Buyer's lender requires title evidence of a type other than that which Seller chose to provide, then the additional cost, if any, occasioned by the title evidence required shall be at Buyer's expense and no additional cost shall be chargeable to Seller.
13. Default. If Buyer fails to perform any obligation imposed by this Contract, Seller may serve written notice of default upon Buyer and if such default is not corrected within five (5) days thereafter, at the option of the Seller to be exercised in writing, this Contract shall terminate and the Seller shall be entitled to retain the earnest money paid hereunder in addition to any other remedies set forth herein. In the event of failure of Seller to perform the obligations imposed by this Contract, Buyer may terminate this Contract upon similar notice served upon Seller and similar expiration of a five (5) day cure period. The foregoing remedies in the event of a default are not intended to be the exclusive remedies of the parties and the parties shall have the right to seek all other remedies available at law or equity, including but not limited to specific performance.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Contract has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party. Default by any party of this Contract shall entitle the non-defaulting party to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Contract.

14. Notices. Any notice required under this Contract to be served upon Seller or Buyer shall be in writing and shall be effective when actually received by such parties. Notice to or from one of multiple Buyers shall

be effective as to all Buyers.

15. Time of Essence. The time for performance of the obligations of the parties is of the essence of this Contract.
16. Nonassignability. Buyer may not assign Buyer's rights hereunder without the prior written consent of Seller having first been obtained, which consent shall not be unreasonably withheld.
17. Binding Agreement. If this offer is accepted by Seller, it shall constitute a binding contract for sale of the Property in accordance with the terms and conditions specified herein. This Contract shall inure to the benefit of and be binding upon the parties and their respective heirs, administrators, executors, successors and permitted assigns.
18. Like-Kind Exchange. The parties hereto 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. Such electing party shall pay for all fees, costs and expenses in connection with its Exchange.
19. Mutual Intent. The language contained herein expresses the mutual intent of the parties and no rule of strict construction shall be applied against either party hereto.
20. Governing Law. This Contract shall be governed by the laws of the State of Illinois.
21. Merger and Modification. All prior offers, acceptances, oral representations, agreements and writings between the parties are merged herein and shall be of no force or effect unless contained in this Contract. Neither this Contract nor any provision hereof may be altered, amended, modified, waived, discharged or terminated orally, but such may be accomplished only by an instrument in writing signed by the party against whom it is sought to be enforced.
22. Severability. Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect. If any term or provision of this Contract shall be found to be wholly illegal or unenforceable, the remainder of this Contract shall be given full effect as if such provision were stricken. In the event any term or provision of this Contract shall be held overbroad in any respect, then such term or provision shall be narrowed, modified or limited by a court only to the extent necessary to make such provision or term enforceable while effectuating the intent of the parties herein expressed.
23. Waiver. No term or provision hereof shall be deemed waived and no performance shall be excused hereunder unless prior waiver or consent shall be given in writing signed by the party against whom it is sought to be enforced. Any waiver of any default by either party shall not constitute a waiver of the same or different default on a separate occasion.
24. Authority. Buyer represents and warrants to Seller that the individual execution this Contract on its behalf is duly authorized and empowered to do so, and that upon such execution, this Contract shall be binding

upon and enforceable by and against Buyer.

25. Indemnification of Escrow Agent. The parties hereby request and direct Escrow Agent to hold the Earnest Money in escrow. Seller and Buyer irrevocably consent to the Escrow Agent acting as escrow agent as described herein. Seller and Buyer acknowledge that the Escrow Agent is acting solely at the parties' request and for their convenience, that when acting in such capacity, Escrow Agent shall not be deemed to be the agent of either of the parties, and that Escrow Agent shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of this Contract, or involving gross negligence. Seller and Buyer shall jointly and severally indemnify, defend, and hold harmless Escrow Agent from and against all costs, claims, and expenses, including reasonable attorneys' fees, incurred in connection with the performance of the Escrow Agent's duties under this Contract, except with respect to actions or omissions taken or suffered by it in bad faith, in willful disregard of this Contract, or involving gross negligence in its duties as escrow agent.
26. Realtor's Commission. The parties hereto agree that no real estate commission is due any party in regard to this transaction other than a commission due to Murray Wise Associates LLC and Farmland Solutions LLC, which Seller agrees to pay according to terms of a separate agreement between Seller, Murray Wise Associates LLC and Farmland Solutions LLC. Each party agrees to indemnify the other and hold it harmless in respect to any commissions, fees, judgments or expenses of any nature or kind which it may become liable to pay by reason of any claims by or on behalf of brokers, finders or agents employed by the other party in connection with the transaction contemplated by this Contract, or any litigation or similar proceeding arising from such claims. Each party represents to the other that, other than as stated herein, there is no valid basis for such claims.
27. No Warranties By Seller. IT IS UNDERSTOOD AND AGREED THAT SELLER HAS NOT MADE, DOES NOT HEREIN MAKE AND SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY RELATING TO THE CONDITION OF THE PROPERTY OR TO SELLER'S USE OF THE PROPERTY. ANY SUCH REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY VIRTUE OF STATUTE, COMMON LAW, CUSTOM OR OTHERWISE AND INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND WAIVED BY BUYER TO THE FULLEST EXTENT PERMITTED BY LAW.
28. Counterpart and Electronic Signatures. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. Furthermore, executed counterparts of this Contract may be delivered by facsimile or other reliable electronic means (including emails of pdf documents), and such facsimile or other electronic transmission shall be valid and binding for all purposes when transmitted to and actually received by the other party. Notwithstanding the foregoing, each party delivering executed documents by facsimile or other electronic means agrees to provide the other party with an original, hard copy of the relevant signed documents promptly after the request of the other party.

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SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties have executed this Contract on the date set forth beneath their respective signatures below.

BUYER:

By: _____

By: _____

Date: _____

Attorney for Buyer:

(____) ____ - ____

SELLER: Arboretum Wealth and Trust Management, a Division of GreatBanc Trust Company for Arthur F. Nagel Trust

By: _____
Vida Cruz, Vice President & Trust Officer

Date: _____

Attorney for Seller:

Natalie M. Perry
333 West Wacker Drive Suite 1700
Chicago, IL 60606
nperry@harrisonheld.com
(312) 753 – 6160

EXHIBIT A

Tract 1

THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, 50.0 FEET; THENCE SOUTHERLY, AT RIGHT ANGLE TO SAID NORTH LINE, 62.0 FEET; THENCE EASTERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 36.0 FEET; THENCE NORTHERLY, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4, 50.0 FEET TO A POINT THAT IS 12.0 FEET SOUTHERLY OF SAID NORTH LINE; THENCE EASTERLY, PARALLEL WITH SAID NORTH LINE, 28.0 FEET; THENCE NORTHERLY, 12.0 FEET TO A POINT IN THE NORTH LINE OF SAID SOUTHEAST 1/4 THAT IS 14.0 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, 14.0 FEET TO THE POINT OF BEGINNING, FURTHER EXCEPTING: THE SOUTH 410.0 FEET OF THE WEST 531.22 FEET OF THE EAST 1/2 OF SAID SOUTHWEST 1/4, ALL IN AFTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.

Tract 2

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS.

Tract 3

THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF KANEVILLE, KANE COUNTY, ILLINOIS.

EASEMENT FOR INGRESS AND EGRESS CREATED BY INSTRUMENT RECORDED DECEMBER 31, 1940 AS DOCUMENT 464192, BOOK 1126 PAGE 249 MADE BY EDWARD THOMAS TO HELEN H. LINDSAY FOR THE BENEFIT OF PARCEL 1 OVER THE SOUTH 22 FEET OF THE WEST 36 FEET OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF KANEVILLE, KANE COUNTY, ILLINOIS.

Tract 4

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, LYING SOUTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT OF WAY AND NORTH OF THE CENTER LINE OF JERICO ROAD; (EXCEPTING THEREFROM THE EAST 420 FEET THEREOF), ALL IN TOWNSHIP 38 NORTH RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, SQUAW GROVE TOWNSHIP, DEKALB COUNTY, ILLINOIS.

Tract 5

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE WEST 1,075.65 FEET AS MEASURED ALONG THE SOUTH LINE) AND THE WEST HALF OF THE EAST HALF OF SAID NORTHEAST QUARTER AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP AND RANGE AFORESAID DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER, 1,994.25 FEET FOR THE POINT OF BEGINNING; THENCE EAST ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 39 MINUTES 30 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED COUNTER CLOCKWISE THEREFROM), 661.32 FEET; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 26 MINUTES 27 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER CLOCKWISE THEREFROM), 655.73 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 662.44 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH ALONG SAID WEST LINE, 657.24 FEET TO THE POINT OF BEGINNING IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.

Tract 6

THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 1,001.50 FEET TO A SOUTHWEST CORNER OF PREMISES CONVEYED TO ROBERTA W. MILLS BY DEED DATED DECEMBER 10, 1949 AND RECORDED DECEMBER 31, 1949 IN BOOK 1481, PAGE 411 AS DOCUMENT NO. 640654; THENCE EASTERLY ALONG SAID MILLS LINE, 716.30 FEET FOR A POINT OF BEGINNING; THENCE SOUTHERLY TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST 1/4 WHICH IS 716.20 FEET EAST OF THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE EAST ALONG SAID SOUTH LINE, 1,887.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHWEST 1/4, 868.16 FEET TO THE CENTER LINE OF PRAIRIE STREET; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE AND SAID CENTER LINE EXTENDED, 40.69 FEET; THENCE NORTHERLY, 709.51 FEET TO A POINT ON THE SOUTH LINE OF SAID MILLS TRACT WHICH IS 1,888.50 FEET, AS MEASURED ALONG

SAID SOUTH LINE, EASTERLY OF THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID SOUTH LINE, 1,888.50 FEET TO THE POINT OF BEGINNING; **AND**

ALSO PART OF THE SOUTHWEST 1/4 OF SAID SECTION 29 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, 1,125.0 FEET; THENCE SOUTH ALONG A LINE WHICH FORMS AN ANGLE OF 89 DEGREES 43 MINUTES WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 216.50 FEET TO AN OLD CLAIM LINE; THENCE SOUTHEASTERLY ALONG SAID LINE 1,124.49 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH ALONG SAID EAST LINE, 339.53 FEET TO THE POINT OF BEGINNING,

(EXCEPT THAT PART OF SAID NORTHWEST 1/4 OF SECTION 29 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 1,125.0 FEET FOR THE POINT OF BEGINNING; THENCE NORTH ALONG A LINE WHICH FORMS AN ANGLE OF 89 DEGREES 43 MINUTES 00 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 140.0 FEET; THENCE EAST ALONG A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 00 MINUTES WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM 35.0 FEET; THENCE NORTH ALONG A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 00 MINUTES WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM 155.0 FEET; THENCE EAST ALONG A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 00 MINUTES WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 162.0 FEET; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 94 DEGREES 26 MINUTES 29 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 296.98 FEET TO SAID SOUTH LINE; THENCE WEST ALONG SAID SOUTH LINE, 220.0 FEET TO THE POINT OF BEGINNING), IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.

THAT PART OF SAID NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 1,125.0 FEET FOR THE POINT OF BEGINNING; THENCE NORTH ALONG A LINE WHICH FORMS AN ANGLE OF 89 DEGREES 43 MINUTES 00 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM), 140.0 FEET; THENCE EAST ALONG A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 00 MINUTES WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM), 35.0 FEET; THENCE NORTH ALONG A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 00 MINUTES WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM), 155.0 FEET; THENCE EAST ALONG A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 00 MINUTES WITH THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM), 162.0 FEET; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 94 DEGREES 26 MINUTES 29 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM), 296.98 FEET TO SAID SOUTH LINE; THENCE WEST ALONG SAID SOUTH LINE, 220.0 FEET TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.
