CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale of Real Estate (hereinafter "Contract") is entered into by and between **Joan M. Green and Anthony J. Caleca, as Trustees of the Norma L. Bright Living Trust dated November 21, 2017** (hereinafter "Seller") and _____ (hereinafter "Buyer"). Buyer and Seller may be referred to herein individually as "Party" or collectively as "Parties." This Contract shall be effective as of the date of the last Party to sign ("Effective Date").

WITNESSETH:

For and in consideration of the payments and other covenants and agreements hereinafter provided, the Parties agree as follows:

1. **DESCRIPTION OF PROPERTY TO BE SOLD:** Seller agrees to sell and convey to Buyer, in fee simple, by good and sufficient Co-Trustees' Deed, and Buyer agrees to buy the real estate, along with any improvements thereon, which is more specifically described as follows, to-wit:

A PARCEL OF LAND BEING A PART OF THE NORTH HALF OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, EDGAR COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND PIN WITH CAP AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE SOUTH 00 DEGREES 55 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 1367.02 FEET TO A MAG NAIL; THENCE SOUTH 89 DEGREES 44 MINUTES 22 SECONDS WEST, ALONG THE CENTERLINE OF A GRASS LANE, A DISTANCE OF 623.74 FEET TO AN IRON PIN; THENCE NORTH 89 DEGREES 37 MINUTES 24 SECONDS WEST, ALONG SAID LANE CENTERLINE, A DISTANCE OF 619.87 FEET TO AN IRON PIN; THENCE NORTH 87 DEGREES 04 MINUTES 23 SECONDS WEST, ALONG SAID LANE CENTERLINE, A DISTANCE OF 154.64 FEET TO AN IRON PIN; THENCE NORTH 89 DEGREES 53 MINUTES 27 SECONDS WEST, ALONG SAID LANE CENTERLINE, A DISTANCE OF 258.29 FEET TO AN IRON PIN; THENCE SOUTH 89 DEGREES 14 MINUTES 26 SECONDS WEST, ALONG SAID LANE CENTERLINE, A DISTANCE OF 1594.81 FEET TO AN IRON PIN; THENCE NORTH 83 DEGREES 35 MINUTES 56 SECONDS WEST, ALONG SAID LANE CENTERLINE, A DISTANCE OF 45.23 FEET TO A WOOD POST AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 00 DEGREES 55 MINUTES 50 SECONDS WEST, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1334.46 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 89 DEGREES 19 MINUTES 17 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 3295.94 FEET TO THE POINT OF BEGINNING, CONTAINING 101.95 ACRES, MORE OR LESS.

ALL SITUATED IN EDGAR COUNTY, ILLINOIS.

INDEX NOS.: Part of Index No. 07-14-16-100-002, will be 07-14-16-100-004 AND
Part of Index No. 07-14-16-200-001, will be 07-14-16-200-002

(hereinafter "Property").

2. **PURCHASE PRICE & PAYMENT:** Buyer covenants and agrees to pay as consideration for the purchase of the Property, the sum of _____ ($_____) (hereinafter "Purchase Price"), less credits and prorations provided for herein, in the manner following: _____ ($_____) (hereinafter "Earnest Money"), which represents 10% of the Purchase Price, in hand paid upon execution of this Contract, and the remainder in cash at closing and on receipt of deed as hereinabove provided.

3. **CLOSING, DEED, & POSSESSION:** Closing shall occur on or before December 11, 2026, or at such other time as mutually agreed to by the Parties, at the offices of the title company who prepared the title insurance or at such other place as mutually agreed to by the Parties. At closing, Seller agrees to cause the Property to be conveyed by all necessary parties to Buyer, or to such party or parties as Buyer may in writing direct, by good and sufficient Co-Trustees' Deed in due form of law, which deed shall be delivered to said Buyer, or assigns, upon payment being made as herein provided. Seller shall also provide a properly completed PTAX-203 to accompany the deed. The expense for the preparation of the aforementioned deed and PTAX-203 shall be the responsibility of the Seller. Seller shall pay the real estate transfer tax reflected on the PTAX-203. Buyer shall be responsible for the expense of recording the deed. Buyer and Seller shall evenly divide any fee charged by the closing agent. Buyer shall take possession at closing subject to the current farm tenant's rights and access for fall tillage as set forth herein below.

4. **NO FINANCING CONTINGENCY/CASH SALE:** Buyer's obligation to purchase under this Contract is **not** contingent upon financing. This is a "cash sale."

5. **NO APPRAISAL CONTINGENCY**: Buyer's obligation to purchase under this Contract is **not** contingent upon the Property appraising at any particular value.

6. **EVIDENCE OF TITLE:** As soon as practicable after the Effective Date, Seller agrees to furnish Buyer a written commitment in the amount of the Purchase Price from a title insurance company duly authorized to do business in Illinois, showing merchantable title to said Property vested in Seller, and evidencing said title insurance company's commitment to issue an ALTA Owner's Policy (in the most current version used by the company at time of Effective Date or issue date) showing merchantable title to the Property as being vested in Buyer upon recording of the deeds of conveyance and other documents required to be recorded pursuant to the terms of said commitment, subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, the Seller shall have until the date for delivery of deed to correct such defects. In the event Seller is unable to correct such defects, Buyer may either accept title to the Property "as is," without reduction in Purchase Price or elect to terminate this Contract. Owner's title policy, in amount of the Purchase Price for said Property, will be paid for by Seller and issued to Buyer after delivery of deed, except that Buyer shall be responsible for paying the "buyer's search fee" included in the cost of the owner's title policy.

In the event Buyer's lender requires title insurance as a condition for extending a mortgage loan to Buyer, Buyer shall pay the cost of any Endorsements to the Owner's Policy specifically required by Buyer, including ALTA coverage, together with the entire cost of the lender's title policy. Seller agrees to execute the ALTA Affidavit, if required by the title company, subject only to those items set forth in this Contract as permitted exceptions.

7. **INSURANCE:** Seller may elect to keep any insurance on the Property in place after the execution of this Contract; however, it shall not be required to do so, and Buyer expressly acknowledges this fact.

8. **ENCUMBRANCES, RESTRICTIONS, AND COVENANTS:** The Property is subject to the following encumbrances, restrictions, and covenants:

A. Lien for real estate taxes for 2026. Seller shall pay the 2026 real estate taxes based upon the most recent information available from the Supervisor of Assessment's Office by giving Buyer a credit against the Purchase Price equal to said real estate taxes. Buyer shall then be responsible for the actual payment of the 2026

and all subsequent years' real estate taxes. All prorations and/or credits made pursuant to the terms of this Contract are final.

B. Building, use, and occupancy restrictions, if any.

C. Zoning laws and ordinances, if any.

D. Easements and protective covenants of record, if any.

E. Drainage ditches, feeders, and laterals.

F. Any prior conveyances or reservations of coal, minerals, mining, and other mineral rights.

G. Matters that can only be discovered by survey of the property.

H. Buyer agrees to accept title to the Property subject to those conditions listed in the Real Estate Auction Sale Bill prepared by Moss Auction Team, LLC, that was distributed prior to the auction sale **(a copy of which is attached hereto).**

9. **DEFAULT/REMEDIES:** In the event either Party shall be in default of any of the terms, conditions, provisions, covenants, or warranties hereunder, then the non-defaulting Party shall send notice of such default to the defaulting Party. In the event of a Buyer default which continues for a period of five (5) business days following the receipt of such notice, the Seller may, at its election, either: (a) terminate this Contract with immediate effect, in which case the Contract shall be of no further force or effect and Seller shall retain the Earnest Money, if any; or (b) pursue any remedy under the statutory or common laws of the State of Illinois, including, without limitation, the remedy of specific performance in order to cause Buyer to proceed to closing and otherwise perform its obligations under this Contract. The Parties expressly state that should Seller choose option (a), the retention of the Earnest Money is a reasonable remedy if light of all circumstances associated with this sale contemplated herein. In the event of a Seller default which continues for a period of five (5) business days following the receipt of such notice, the Buyer may elect to terminate this Contract with immediate effect, in which case Buyer shall have as its sole and exclusive remedy recovery of the Earnest Money, if any, and the Contract shall be of no further force or effect. Default by either Party of this Contract shall entitle the non-defaulting Party to recover from the defaulting Party, as additional damages, reasonable costs, attorneys' fees, and expenses incurred in connection with enforcement of this Contract or protection or advancement of said non-defaulting Party's rights hereunder.

10. **SPECIAL PROVISIONS:** The following special provisions apply to this Contract:

A. CROPS – Seller shall receive the landowner share of crops or all of the cash rent for the 2026 crop year.

B. ACREAGE - The acreages attributable to each tract of the Property as shown on the Real Estate Auction Sale Bill are approximations only. Seller hereby disclaims any warranty as to the acreage of any tract. Buyer acknowledges that its bid at the auction constitutes a whole dollar bid amount, despite the fact that the auction, for convenience sake, might have been conducted on a per acre bid based on the approximate acreage reflected in the Real Estate Auction Sale Bill.

C. FARM TENANCY – <u>The tenant rights for the Property will terminate on December 31, 2026. The tenant executed a Notice of Termination of Farm Tenancy and Acknowledgement of Receipt on September 1, 2026, EXCEPT tenant shall continue to have possession of grain bins until June 30, 2027.</u>

D. CONDITION OF PROPERTY – The Property is being conveyed "AS IS, WHERE IS" with absolutely no expressed or implied warranties or representations of any kind made by Seller.

E. FALL TILLAGE ACCESS – Upon payment of the Earnest Money, prior to possession being granted, Buyer shall have the right to access the Property to perform any fall tillage Buyer deems necessary for its future ownership of the Property. Buyer hereby agrees to indemnify, release, and hold harmless Seller for any losses or damages Seller might experience related to Buyer's access and use of the Property prior to closing and possession being granted, whether said losses are damages are the result of Buyer's negligence or other conduct, action, or inaction. For any periods that Buyer might access the Property pursuant to the terms of this section, Buyer agrees it shall maintain insurance that would be customary for the work performed, and Buyer expressly agrees that any fall tillage work shall not disrupt any of the current farm tenant's remaining tenancy rights. In the event the sale contemplated herein fails to close, Buyer shall not be entitled to any reimbursement or remuneration for any fall tillage efforts it has voluntarily elected to perform.

F. SELLER AS FOREIGN PERSON REPRESENTATION – Seller represents that Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code and therefore is exempt from the withholding requirements of this Section. Seller will furnish the appropriate exemption certificate at closing, if requested.

11. **BINDING EFFECT.** It is mutually agreed by and between the Parties that the covenants and agreements herein contained shall extend to and be obligatory upon and bind the heirs, executors, administrators, and assigns of the respective Parties.

12. **NOTICES.** Any notices or demands that may be made hereunder shall be in writing. They shall be provided by either U.S. mail (with prepaid postage) or e-mail (only if a Party has listed an e-mail address below) to the Parties at the addresses listed below. Copies of any notice or demand must also be sent to the Parties' respective attorneys. If there is more than one Seller or Buyer, mailing or emailing such notice or demand to the Party designated below shall be considered sufficient service on all such Sellers and Buyers.

Seller: _____
_____
_____
_____
E-mail: _____
Telephone: _____

Seller's Attorney: Drew P. Griffin
Jones & Griffin Law Offices, P.C.
110 E. Washington, P.O. Box 8| Paris, Illinois 61944
E-mail: drew@jonesgriffinlaw.com
Telephone: (217) 465-7525

Buyer: _____
_____
_____
_____
E-mail: _____
Telephone: _____

Buyer's Attorney: _____
_____
_____
_____
E-mail: _____
Telephone: _____

Any notices provided via U.S. Mail shall be deemed sent as of the day of posting, and they shall be deemed received on the third (3rd) business day after posting. Any notices provided via e-mail shall be deemed sent as of the date indicated on the e-mail that it was sent/transmitted and shall be deemed received on the third (3rd) business day thereafter.

13. **ENTIRE CONTRACT.** This Contract constitutes the entire agreement of the Parties and terminates and supersedes any and all prior understandings or agreements on the subject matter hereof. Specifically, the Parties acknowledge that no prior contemporaneous or prior written representation or any oral representations at any time made by either Party shall be of any force or effect. Seller and Buyer agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with the following: (1) Real Estate Settlement Procedures Act of 1974; (2) Internal Revenue Service Form 1099S; (3) Section 445 of the Internal Revenue Code as amended (which deals with the citizenship of the Seller) and (4) all laws, statutes, ordinances and regulations applicable to the transaction.

14. **TIME IS OF THE ESSENCE.** With regard to all dates and time periods set forth or referred to in this Contract, time is of the essence.

15. **EXECUTION, SIGNATURES, & COUNTERPARTS**. This Contract may be executed in multiple counterparts by the Parties hereto and, when taken together, shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Contract, all of which shall constitute one agreement to be valid as of the date of the last Party to sign this Contract. Electronic signatures, as well as documents executed, scanned, and/or transmitted electronically (including, but limited to, being transmitted via e-mail or fax) shall be deemed original signatures for purposes of this Contract and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

16. **NUMBER AND GENDER.** In all references herein to any Parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Contract may require with any such necessary grammatical changes as if duly made herein.

17. **HEADINGS.** The headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the right or intent of the clauses to which they appertain.

18. **INVALIDITY AND SEVERABILITY**. Any provision in this Contract that is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction will be ineffective only to the extent of such invalidity, illegality, or unenforceability without affecting in any way the remaining provisions hereof.

19. **GOVERNING LAW & VENUE**. This Contract will be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws principles) of the State of Illinois. Any suit, action or other proceeding brought against any of the Parties hereto or any dispute arising out of this Contract must be brought in the courts sitting in Edgar County, Illinois, and by the execution and delivery of this Contract, each Party accepts the jurisdiction of such courts and waives any objections based on personal jurisdiction or venue.

IN WITNESS WHEREOF, the Parties have hereunto set their hands, the day and year written below.

[THIS SPACE INTENTIONALLY LEFT BLANK—SIGNATURES TO FOLLOW]

SELLER:

_____ Dated: _____.
Joan M. Green, Trustee of the Norma L. Bright Living Trust dated November 21, 2017

_____ Dated: _____.
Anthony J. Caleca, Trustee of the Norma L. Bright Living Trust dated November 21, 2017

BUYER:

_____ Dated: _____.

_____ Dated: _____.

CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale of Real Estate (hereinafter "Contract") is entered into by and between **Joan M. Green and Anthony J. Caleca, as Trustees of the Norma L. Bright Living Trust dated November 21, 2017** (hereinafter "Seller") and _____ (hereinafter "Buyer"). Buyer and Seller may be referred to herein individually as "Party" or collectively as "Parties." This Contract shall be effective as of the date of the last Party to sign ("Effective Date").

WITNESSETH:

For and in consideration of the payments and other covenants and agreements hereinafter provided, the Parties agree as follows:

1. **DESCRIPTION OF PROPERTY TO BE SOLD:** Seller agrees to sell and convey to Buyer, in fee simple, by good and sufficient Co-Trustees' Deed, and Buyer agrees to buy the real estate, along with any improvements thereon, which is more specifically described as follows, to-wit:

A PARCEL OF LAND BEING A PART OF THE NORTH HALF OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, EDGAR COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 17 MINUTES 30 SECONDS WEST, ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 16, A DISTANCE OF 3956.70 FEET TO A WOOD POST AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 00 DEGREES 55 MINUTES 11 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1307.88 FEET TO A WOOD POST AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 88 DEGREES 58 MINUTES 34 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 661.10 FEET TO A WOOD POST AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH 83 DEGREES 35 MINUTES 56 SECONDS EAST, ALONG THE CENTERLINE OF A GRASS LANE, A DISTANCE OF 45.23 FEET TO AN IRON PIN; THENCE NORTH 89 DEGREES 14 MINUTES 26 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 1594.81 FEET TO AN IRON PIN; THENCE SOUTH 89 DEGREES 53 MINUTES 27 SECONDS EAST, ALONG SAID LANE CENTERLINE, A DISTANCE OF 258.29 FEET TO AN IRON PIN; THENCE SOUTH 87 DEGREES 04 MINUTES 23 SECONDS EAST, ALONG SAID LANE CENTERLINE, A DISTANCE OF 154.64 FEET TO AN IRON PIN; THENCE SOUTH 89 DEGREES 37
MINUTES 24 SECONDS EAST, ALONG SAID LANE CENTERLINE, A DISTANCE OF 619.87 FEET TO AN IRON PIN; THENCE NORTH 89 DEGREES 44 MINUTES 22 SECONDS EAST, ALONG SAID LANE CENTERLINE, A DISTANCE OF 623.74 FEET TO A MAG NAIL ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 00 DEGREES 55 MINUTES 04 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1277.23 FEET TO THE POINT OF BEGINNING, CONTAINING 118.05 ACRES, MORE OR LESS.

ALL SITUATED IN EDGAR COUNTY, ILLINOIS.

INDEX NOS.: Part of Index No. 07-14-16-100-002, will be 07-14-16-100-005 AND
Part of Index No. 07-14-16-200-001, will be 07-14-16-200-003

(hereinafter "Property").

2. **PURCHASE PRICE & PAYMENT:** Buyer covenants and agrees to pay as consideration for the purchase of the Property, the sum of _____ ($_____) (hereinafter "Purchase Price"), less credits and prorations provided for herein, in the manner following: _____ ($_____) (hereinafter "Earnest Money"), which represents 10% of the Purchase Price, in hand paid upon execution of this Contract, and the remainder in cash at closing and on receipt of deed as hereinabove provided.

3. **CLOSING, DEED, & POSSESSION:** Closing shall occur on or before December 11, 2026, or at such other time as mutually agreed to by the Parties, at the offices of the title company who prepared the title insurance or at such other place as mutually agreed to by the Parties. At closing, Seller agrees to cause the Property to be conveyed by all necessary parties to Buyer, or to such party or parties as Buyer may in writing direct, by good and sufficient Co-Trustees' Deed in due form of law, which deed shall be delivered to said Buyer, or assigns, upon payment being made as herein provided. Seller shall also provide a properly completed PTAX-203 to accompany the deed. The expense for the preparation of the aforementioned deed and PTAX-203 shall be the responsibility of the Seller. Seller shall pay the real estate transfer tax reflected on the PTAX-203. Buyer shall be responsible for the expense of recording the deed. Buyer and Seller shall evenly divide any fee charged by the closing agent. Buyer shall take possession at closing subject to the current farm tenant's rights and access for fall tillage as set forth herein below.

4. **NO FINANCING CONTINGENCY/CASH SALE:** Buyer's obligation to purchase under this Contract is **not** contingent upon financing. This is a "cash sale."

5. **NO APPRAISAL CONTINGENCY**: Buyer's obligation to purchase under this Contract is **not** contingent upon the Property appraising at any particular value.

6. **EVIDENCE OF TITLE:** As soon as practicable after the Effective Date, Seller agrees to furnish Buyer a written commitment in the amount of the Purchase Price from a title insurance company duly authorized to do business in Illinois, showing merchantable title to said Property vested in Seller, and evidencing said title insurance company's commitment to issue an ALTA Owner's Policy (in the most current version used by the company at time of Effective Date or issue date) showing merchantable title to the Property as being vested in Buyer upon recording of the deeds of conveyance and other documents required to be recorded pursuant to the terms of said commitment, subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, the Seller shall have until the date for delivery of deed to correct such defects. In the event Seller is unable to correct such defects, Buyer may either accept title to the Property "as is," without reduction in Purchase Price or elect to terminate this Contract. Owner's title policy, in amount of the Purchase Price for said Property, will be paid for by Seller and issued to Buyer after delivery of deed, except that Buyer shall be responsible for paying the "buyer's search fee" included in the cost of the owner's title policy.

In the event Buyer's lender requires title insurance as a condition for extending a mortgage loan to Buyer, Buyer shall pay the cost of any Endorsements to the Owner's Policy specifically required by Buyer, including ALTA coverage, together with the entire cost of the lender's title policy. Seller agrees to execute the ALTA Affidavit, if required by the title company, subject only to those items set forth in this Contract as permitted exceptions.

7. **INSURANCE:** Seller may elect to keep any insurance on the Property in place after the execution of this Contract; however, it shall not be required to do so, and Buyer expressly acknowledges this fact.

8. **ENCUMBRANCES, RESTRICTIONS, AND COVENANTS:** The Property is subject to the following encumbrances, restrictions, and covenants:

A. Lien for real estate taxes for 2026. Seller shall pay the 2026 real estate taxes based upon the most recent information available from the Supervisor of Assessment's Office by giving Buyer a credit against the Purchase Price equal to said real estate taxes. Buyer shall then be responsible for the actual payment of the 2026

and all subsequent years' real estate taxes. All prorations and/or credits made pursuant to the terms of this Contract are final.

B. Building, use, and occupancy restrictions, if any.

C. Zoning laws and ordinances, if any.

D. Easements and protective covenants of record, if any.

E. Drainage ditches, feeders, and laterals.

F. Any prior conveyances or reservations of coal, minerals, mining, and other mineral rights.

G. Matters that can only be discovered by survey of the property.

H. Buyer agrees to accept title to the Property subject to those conditions listed in the Real Estate Auction Sale Bill prepared by Moss Auction Team, LLC, that was distributed prior to the auction sale **(a copy of which is attached hereto).**

9. **DEFAULT/REMEDIES:** In the event either Party shall be in default of any of the terms, conditions, provisions, covenants, or warranties hereunder, then the non-defaulting Party shall send notice of such default to the defaulting Party. In the event of a Buyer default which continues for a period of five (5) business days following the receipt of such notice, the Seller may, at its election, either: (a) terminate this Contract with immediate effect, in which case the Contract shall be of no further force or effect and Seller shall retain the Earnest Money, if any; or (b) pursue any remedy under the statutory or common laws of the State of Illinois, including, without limitation, the remedy of specific performance in order to cause Buyer to proceed to closing and otherwise perform its obligations under this Contract. The Parties expressly state that should Seller choose option (a), the retention of the Earnest Money is a reasonable remedy if light of all circumstances associated with this sale contemplated herein. In the event of a Seller default which continues for a period of five (5) business days following the receipt of such notice, the Buyer may elect to terminate this Contract with immediate effect, in which case Buyer shall have as its sole and exclusive remedy recovery of the Earnest Money, if any, and the Contract shall be of no further force or effect. Default by either Party of this Contract shall entitle the non-defaulting Party to recover from the defaulting Party, as additional damages, reasonable costs, attorneys' fees, and expenses incurred in connection with enforcement of this Contract or protection or advancement of said non-defaulting Party's rights hereunder.

10. **SPECIAL PROVISIONS:** The following special provisions apply to this Contract:

A. CROPS – Seller shall receive the landowner share of crops or all of the cash rent for the 2026 crop year.

B. ACREAGE - The acreages attributable to each tract of the Property as shown on the Real Estate Auction Sale Bill are approximations only. Seller hereby disclaims any warranty as to the acreage of any tract. Buyer acknowledges that its bid at the auction constitutes a whole dollar bid amount, despite the fact that the auction, for convenience sake, might have been conducted on a per acre bid based on the approximate acreage reflected in the Real Estate Auction Sale Bill.

C. FARM TENANCY – <u>The tenant rights for the Property will terminate on December 31, 2026. The tenant executed a Notice of Termination of Farm Tenancy and Acknowledgement of Receipt on September 1, 2026.</u>

D. CONDITION OF PROPERTY – The Property is being conveyed "AS IS, WHERE IS" with absolutely no expressed or implied warranties or representations of any kind made by Seller.

E. FALL TILLAGE ACCESS – Upon payment of the Earnest Money, prior to possession being granted, Buyer shall have the right to access the Property to perform any fall tillage Buyer deems necessary for its future ownership of the Property. Buyer hereby agrees to indemnify, release, and hold harmless Seller for any losses or damages Seller might experience related to Buyer's access and use of the Property prior to closing and possession being granted, whether said losses are damages are the result of Buyer's negligence or other conduct, action, or inaction. For any periods that Buyer might access the Property pursuant to the terms of this section, Buyer agrees it shall maintain insurance that would be customary for the work performed, and Buyer expressly agrees that any fall tillage work shall not disrupt any of the current farm tenant's remaining tenancy rights. In the event the sale contemplated herein fails to close, Buyer shall not be entitled to any reimbursement or remuneration for any fall tillage efforts it has voluntarily elected to perform.

F. SELLER AS FOREIGN PERSON REPRESENTATION – Seller represents that Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code and therefore is exempt from the withholding requirements of this Section. Seller will furnish the appropriate exemption certificate at closing, if requested.

11. **BINDING EFFECT.** It is mutually agreed by and between the Parties that the covenants and agreements herein contained shall extend to and be obligatory upon and bind the heirs, executors, administrators, and assigns of the respective Parties.

12. **NOTICES.** Any notices or demands that may be made hereunder shall be in writing. They shall be provided by either U.S. mail (with prepaid postage) or e-mail (only if a Party has listed an e-mail address below) to the Parties at the addresses listed below. Copies of any notice or demand must also be sent to the Parties' respective attorneys. If there is more than one Seller or Buyer, mailing or emailing such notice or demand to the Party designated below shall be considered sufficient service on all such Sellers and Buyers.

Seller: _____
_____
_____
_____
E-mail: _____
Telephone: _____

Seller's Attorney: Drew P. Griffin
Jones & Griffin Law Offices, P.C.
110 E. Washington, P.O. Box 8| Paris, Illinois 61944
E-mail: drew@jonesgriffinlaw.com
Telephone: (217) 465-7525

Buyer: _____
_____
_____
_____
E-mail: _____
Telephone: _____

Buyer's Attorney: _____
_____
_____
_____
E-mail: _____
Telephone: _____

Any notices provided via U.S. Mail shall be deemed sent as of the day of posting, and they shall be deemed received on the third (3rd) business day after posting. Any notices provided via e-mail shall be deemed sent as of the date indicated on the e-mail that it was sent/transmitted and shall be deemed received on the third (3rd) business day thereafter.

13. **ENTIRE CONTRACT.** This Contract constitutes the entire agreement of the Parties and terminates and supersedes any and all prior understandings or agreements on the subject matter hereof. Specifically, the Parties acknowledge that no prior contemporaneous or prior written representation or any oral representations at any time made by either Party shall be of any force or effect. Seller and Buyer agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with the following: (1) Real Estate Settlement Procedures Act of 1974; (2) Internal Revenue Service Form 1099S; (3) Section 445 of the Internal Revenue Code as amended (which deals with the citizenship of the Seller) and (4) all laws, statutes, ordinances and regulations applicable to the transaction.

14. **TIME IS OF THE ESSENCE.** With regard to all dates and time periods set forth or referred to in this Contract, time is of the essence.

15. **EXECUTION, SIGNATURES, & COUNTERPARTS**. This Contract may be executed in multiple counterparts by the Parties hereto and, when taken together, shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Contract, all of which shall constitute one agreement to be valid as of the date of the last Party to sign this Contract. Electronic signatures, as well as documents executed, scanned, and/or transmitted electronically (including, but limited to, being transmitted via e-mail or fax) shall be deemed original signatures for purposes of this Contract and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

16. **NUMBER AND GENDER.** In all references herein to any Parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Contract may require with any such necessary grammatical changes as if duly made herein.

17. **HEADINGS.** The headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the right or intent of the clauses to which they appertain.

18. **INVALIDITY AND SEVERABILITY**. Any provision in this Contract that is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction will be ineffective only to the extent of such invalidity, illegality, or unenforceability without affecting in any way the remaining provisions hereof.

19. **GOVERNING LAW & VENUE**. This Contract will be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws principles) of the State of Illinois. Any suit, action or other proceeding brought against any of the Parties hereto or any dispute arising out of this Contract must be brought in the courts sitting in Edgar County, Illinois, and by the execution and delivery of this Contract, each Party accepts the jurisdiction of such courts and waives any objections based on personal jurisdiction or venue.

IN WITNESS WHEREOF, the Parties have hereunto set their hands, the day and year written below.

[THIS SPACE INTENTIONALLY LEFT BLANK—SIGNATURES TO FOLLOW]

SELLER:

_____ Dated: _____.
Joan M. Green, Trustee of the Norma L. Bright Living Trust dated November 21, 2017

_____ Dated: _____.
Anthony J. Caleca, Trustee of the Norma L. Bright Living Trust dated November 21, 2017

BUYER:

_____ Dated: _____.

_____ Dated: _____.