REAL ESTATE SALE AGREEMENT
VACANT LAND

1. **Buyer:**

_____ Buyer: Cell: _____
_____ Email:_____
_____
_____

or their Nominee

2. **Seller:**

Paul Preusse, Successor Trustee
Danielson Family Trust,
dated October 25, 2005

3. **Property:**

The real property (the "Property") more commonly known as: The Danielson Family Trust Farm.

Legal Description(s) for the Property are attached hereto as Exhibit A

PIN Nos: 08-25-11-300-002-0000 (27.63 acres); 08-25-11-400-001-0000 (80.78 acres)

The Property is vacant land, and would include all roads, owned utility and power lines, if any; all easements, right of ways; and any intangible rights solely associated with said Property, in each case, to the extent owned by Seller.

4. **Price:**

The Buyers shall pay to Seller, and the Seller shall accept as the total purchase price for the property, the sum of $_____ subject to adjustments as hereinafter set forth.

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5. **Terms:**

Buyer shall pay Ten (10.0%) percent of purchase price, being $_____, as earnest money and said money shall be provided within two (2) business days after mutual execution, acceptance, and delivery of this contract to Bohlen Law P.C., 239 S. Schuyler Avenue, Kankakee, IL 60901, to be placed into escrow and later applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at time of closing in the form of immediately available, wire transferred funds.

6. **Conveyance and Transfer:**

Seller agrees to sell the real estate and the personal property, if any, described above at the price and terms set forth herein, and to convey or cause to be conveyed to Buyer or nominee title thereto by a recordable trustee's deed, subject only to:

A. Covenants, conditions and restrictions of record;

B. Private, public and utility easements and roads and highways, if any;

C. Special taxes or assessments for improvements not yet completed;

D. Any unconfirmed special tax or assessment;

E. Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; and

F. General taxes for the years 2026 and subsequent years.

At the closing, the Buyer shall do the following:

A. Pay the portion of the purchase price due at the closing.

B. Deliver to the Seller either at the closing or from time to time after the closing such documents, instruments, or confirmations as are reasonably required to carry out the provisions of this agreement.

7. **Evidence of Title:**

Seller shall deliver or cause to be delivered to Buyers or Buyers' agent, within ten (10) business days after the opening of escrow, a preliminary commitment issued by Standard Title Guaranty Company to issue an owner's title insurance policy, together with the recorded documents underlying each of the listed exceptions, in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to:

A. The general exceptions contained in the policy;

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B. Any additional exceptions, unless they are unacceptable to Buyer in Buyer's reasonable judgment.

C. Any of the title exceptions listed in Paragraph 6 of this agreement.

The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions therein stated.

If the title commitment discloses unpermitted exceptions, Seller shall have thirty (30) days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions. If Seller fails to have the exceptions removed, or in the alternative to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Buyer may terminate this Agreement or may elect, upon notice to Seller within ten (10) days after the expiration of the thirty (30) day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Buyer does not so elect, this Agreement shall become null and void without further action of the parties and Seller shall refund to Buyer all earnest money.

8. Lease Termination:

There is not currently a tenant in possession of the property.

9. Attorney Review:

The parties shall have until 5:00 p.m. Central Time on the fifth (5) Business Day from the date of acceptance of the Contract ("Review Period") to have the Contract reviewed by their respective attorney, and that attorney may propose modifications within the Review Period, except that an attorney may not propose changes in price or the date of closing. If the Parties do not reach agreement on any proposed modification and written notice terminating this Contract is given to the other within the Review Period, this Contract shall be null and void and any earnest money refunded to Buyer. If written notice is not served within the Review Period, this provision shall be deemed waived by the parties and this Contract shall remain in full force and effect.

10. Closing:

The time of closing shall be on or before March 20, 2026, or such date as the parties may agree, in writing. Closing shall be held at Standard Title Guaranty Company, 215 S. Schuyler Ave, Kankakee, IL 60901.

The escrow or closing fee charges of the title company for conducting the closing shall be paid one-half (½) by the Seller and one-half (½) by the Buyer if the Buyer does not obtain any mortgage financing on the real estate or, all by the Buyer if the Buyer obtains any mortgage financing on the real estate. All remaining title and closing fees shall be split by Buyer and Seller as is customary in Kankakee County.

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11. Possession:

Seller shall deliver possession to Buyer as of the date of closing. Seller agrees to deliver possession of the real estate in the same condition as it is at the date of this Agreement, ordinary wear and tear excepted.

12. Survey:

A survey has been provided as part of the auction for this Property.

13. Seller Warranties and Representations/AS IS & Inspections:

The Seller hereby warrants and represents as follows:

A. This Contract is for the sale and purchase of the Real Estate in its "As Is, Where Is, With all Faults" condition. Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known defects, if any, disclosed by Seller. Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition, habitability, merchantability, or fitness for a particular purpose. Seller has no obligation to repair any damage to or defect in the property, replace any of the property or otherwise remedy any matter affecting the condition of the property.

B. Seller is the successor trustee of a trust and has all requisite power and authority to consummate the transactions contemplated by this Agreement.

14. Time:

Time is of the essence of this Agreement.

15. Notices:

All notices, requests, consents and other communications hereunder shall be in writing and either hand delivered, transmitted by facsimile, e-mail, mailed by U.S. mail, postage prepaid or via Federal Express, or other comparable overnight delivery service:

If to Seller: Paul Preusse, Successor Trustee
Danielson Family Trust, dated 10/25/2005
26692 Raphis Royale Blvd.
Englewood, FL 34223
Email: preussep9137@gmail.com

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With a copy to: Christopher W. Bohlen
Bohlen Law P.C.
239 S. Schuyler Avenue
Kankakee, IL 60901
Email: bohlen@kankakeelaw.com
Email: mitzi@kankakeelaw.com

or at such other address as may be furnished by Seller to Buyer in writing; or

If to Buyer: _____
_____
_____
Email:_____
Email:_____

With a copy to: _____
_____
_____
_____
Email:_____
Email:_____

or at such other address as may be furnished by Buyer to Seller in writing.

16. Real Estate Taxes and Farm Operations:

The Seller shall pay the 2025 general real estate taxes in the form of a credit against the purchase price due from the Buyer at the closing. All tax credits and prorations shall be based upon the most recently ascertainable assessment and tax rate information. The Seller shall be entitled to retain the landlord's share of all cash rent or other farm income from the Property for 2025 and prior crop years. The Buyer shall be entitled to all the farm income from the Property for 2026 and subsequent crop years and shall be responsible for 2026 general real estate taxes and any drainage or other special assessments for the Property.

17. Broker Fees:

The Seller shall be responsible for Seller's broker's fees.

18. Other Documents:

Seller shall furnish to Buyer a completed foreign investment real property tax (FIRPTA) affidavit at closing. In addition, Seller, at closing shall furnish to Buyer a completed Real

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Estate Transfer Declaration signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosure when requested, such failure shall be considered a breach on the part of said party.

19. Default:

If either party to this agreement fails to perform that party's obligations under this agreement or breaches the terms of this agreement (the "Defaulting Party"), the other party shall have the right to give the Defaulting Party a notice of default setting forth the nature of the default and stating that the Defaulting Party shall have a period of not less than seven (7) days from the date of the notice within which to cure the default. If the Defaulting Party does not cure the default within the required time or, as to defaults which are not capable of being cured within the required time, the Defaulting Party has not commenced in good faith the curing of such default within such seven (7)-day period and does not thereafter diligently complete the curing of the default, then:

(a) If the default is by the Buyer, the Seller, at the Seller's option, may elect upon written notice to the Buyer, to either: (1) terminate the Seller's obligation to sell the Property and retain the earnest money with no further right of action against the Buyer; or (2) enforce specific performance of the Buyer's obligations under this agreement and, if a final judgment of specific performance is entered in favor of the Seller, the Seller shall also be entitled to recover of the Buyer all attorneys' fees and costs incurred by the Seller in connection with such specific performance action.

(b) If the default is by the Seller, the Buyer, at the Buyer's option, may elect upon written notice to the Seller, to either: (1) terminate the Buyer's obligation to purchase the Property and receive a refund of the earnest money with no further right of action against the Seller; or (2) enforce specific performance of the Seller's obligations under this agreement and, if a final judgment of specific performance is entered in favor of the Buyer, the Buyer shall also be entitled to recover of the Seller all attorneys' fees and costs incurred by the Buyer in connection with such specific performance action.

20. Section 1031 Exchange:

Seller and Buyer understand and agree that either party may elect to close said sale in accordance with Section 1031 of the Internal Revenue code. Both parties agree to fully cooperate with the other party in accordance with Section 1031 of the Internal Revenue code, provided there shall be no cost to the other party in regard to such election by either party. Both parties agree to cooperate and sign all necessary documents in order to effectuate said Exchange.

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21. Binding Effect:

All terms and conditions hereof are binding on the heirs, executors, assigns or successors in interest of each party.

22. Governing Law, Venue and Jurisdiction.

This Agreement shall be interpreted in accordance with the law of the State of Illinois applicable to agreements made and to be wholly performed within the State of Illinois. The parties irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts of the State of Illinois in connection with any action or proceeding arising out of or relating to this Agreement. **Further, Buyer consents to venue for any dispute that may arise to take place in any court located within Kankakee County, Illinois, and waives any objection it may have based on improper venue or forum non conveniens to the conduct of any proceeding instituted hereunder.**

23. General Provisions

Titles to the paragraphs of this agreement are for informational purposes only and do not define, limit, or construe the contents of the paragraphs. "Business Days" as used in this agreement shall mean each day of the week excluding Saturday, Sunday, and a legal holiday under the laws of the State of Illinois. Time is of the essence of this agreement and of every term, condition, and provision of it. Any of the warranties, indemnities, or other continuing obligations of any of the parties shall survive the closing of this transaction. No representations, warranties, undertakings, or promises, whether oral, implied, or otherwise, can be made or have been made by either the Seller or the Buyer or anyone on behalf of either of them to the other unless expressly provided in this agreement or in a separate writing. The invalidity or unenforceability of any provision of this agreement shall not affect or impair the validity of any other provision. This agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument. Signatures on counterparts of this agreement that are delivered via facsimile or by other electronic means are hereby authorized and shall be acknowledged as if such signatures were an original execution, and this agreement shall be deemed as executed when an executed counterpart hereof is transmitted by a party to the other party via any electronic means. Whenever the context may require any pronouns used herein, it shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns and pronouns shall include the plural and vice-versa.

24. Entire Agreement:

This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements; there are no other agreements, representations, or warranties not set forth or referred to herein.

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DATE:_____.

SELLER:
Danielson Family Trust
Dated October 25, 2005

BUYER:

By: _____ _____

Its: Successor Trustee _____ _____

Prepared by:
Christopher W. Bohlen
BOHLEN LAW P.C.
239 S. Schuyler Avenue
Kankakee, IL 60901
(815)939-1133

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Exhibit A

Parcel #1 (Tract 4 on survey): The East 26 acres of the East Half of the Southwest Quarter of Section 11, Township 32 North, Range 10 East of the Third Principal Meridian, in Wesley Township, in Will County, Illinois.

PIN: 08-25-11-300-002-0000 (27.63 acres, m/l)

Parcel #2 (Tract 5 on survey) The Wet Half of the Southeast Quarter of Section 11, Township 32 North, Range 10 East of the Third Principal Meridian, in Wesley Township, in Will County, Illinois.

PIN: 08-25-11-400-001 (80.78 acres, m/l)

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