



CONTRACT TO PURCHASE AGRICULTURAL LAND
REALTORS® Land Institute
Illinois Chapter

THIS FORM OF AGREEMENT WHEN FILLED IN AND EXECUTED
BY BOTH BUYER AND SELLER IS INTENDED TO BECOME A BINDING REAL ESTATE CONTRACT

This agreement is entered into between:

Seller(s) Menozi Family Trust, Nicholas A. Menozi, and Douglas A. Menozi
Mailing Address c/o Hertz Real Estate Services, PO Box 9, Geneseo, IL Zip 61254, and
Buyer(s) _____
Mailing Address _____ Zip _____
Contract(s) to purchase the following described real estate commonly known as: Parcel 1
Parcel Identification Number(s): Part of 08-23-200-001
And legally described as: See Attached Exhibit 'A'

(or see legal description attached) including any improvements, and the following listed fixtures located thereon:

(or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear. (the "Property")

1. CONTRACT SALES PRICE AND TERMS

Purchase Price
80.20 surveyed acres m/l at \$ _____ / acre \$ _____
Earnest Money Deposit \$ _____
Balance Due at Closing subject to adjustments provided herein \$ _____

2. METHOD OF PAYMENT: (Check Applicable Statements)

A. Cash ☒ (No financing required – ~~certified cashiers check~~ or wired funds)

B. Financing:

1. ☐ This Contract is contingent upon the ability of the Buyer to obtain a commitment for an ☐ adjustable rate ☐ fixed rate, mortgage loan of not less than _____ % of purchase price for a term not less than _____ years by _____, 20____. If such a commitment is not so obtained, this Contract shall be void and all earnest money shall be returned to the Buyer, provided that Buyer has made a diligent effort to obtain such a mortgage loan within the time specified above.
2. ☐ This Contract is contingent upon Buyer and Seller signing a Contract for Deed with the principal balance of \$ _____, and interest at the rate of _____ % for the term of _____ years, amortized over _____ years with payments of \$ _____ (or more) for principal and interest balance of \$ _____ in cash at time of execution of such contract.

C. Contingency Sale ☐

This contract shall be contingent upon the closing of the sale of the Seller's ☐ Buyer's ☐ real estate to _____ on or before _____, 20____. If Seller ☐ Buyer ☐ is unable to close the sale by _____, and so notifies Seller ☐ Buyer ☐ thereof on or before such date in writing, then this contract shall terminate and shall be of no further force and effect. In such case the Seller ☐ Buyer ☐ shall be entitled to the earnest money deposit.

3. CLOSING AND POSSESSION

This Contract shall be closed on or before September 25, 2026, or at such other time as may be mutually agreed in writing. Possession is subject to the right of any tenants in possession. The parties agree that possession of said property is to be delivered to Buyer on or before September 25, 2026. Seller will ☒ or will not ☐ subject to tenant in possession rights, agree to allow Buyer the right, following fall harvesting, to enter the farm property for the purpose of performing land husbandry, customary till age, application of fertilizer and lime, soil conservation practices and soil testing.

4. REAL ESTATE TAXES - Drainage Taxes and Special Assessment

The 2026 real estate taxes, special assessments due and payable in 2027 shall be paid by Seller.

The 2027 real estate taxes, special assessments due and payable in 2028 shall be paid by Buyer.

If payment is the responsibility of the Seller, (a) ☐ taxes will be paid at closing, or (b) ☒ Buyer shall be credited for the 2026 real estate taxes at closing, based upon the most current and available information, including confirmed multipliers.

The 20 real estate taxes, special assessments due and payable in 20 shall be ☐ prorated to the date of closing or ☐ prorated to _____, 20____, and a credit given to buyer at closing.

The 20 drainage taxes due and payable in 20____ shall be paid by _____. If Buyer receives a credit at closing, payment of said taxes for which the credit is applicable is now the responsibility of the Buyer.

5. CROPS AND EXPENSES

Seller ☒ / Buyer ☐ shall receive the Landowner share of crops or 100 % of the cash rent for the 2026 crop year.

Seller ☐ / Buyer ☒ shall receive the Landowner share of crops or 100 % of the cash rent for the 2027 crop year.

Seller ☒ / Buyer ☐ shall pay 100% of the Landowner's share of the 2026 crop expenses.

Seller ☐ / Buyer ☒ shall pay 100%, or \$----- of the Landowner's share of the 2027 crop expenses, incurred prior to closing.

6. GOVERNMENT AGRICULTURAL PROGRAM PAYMENTS

A. Buyer agrees to continue to honor any existing government agricultural program contracts affecting the **real estate described above**, and agrees to indemnify and hold harmless Seller for any damage Seller may sustain by reason of any failure of Buyer to keep or perform any of the covenants and obligations provided to be kept or performed under the terms and conditions of any such contracts by Seller.

B. The Seller ☒ / Buyer ☐ shall receive the landowner share of ARC/PLC government program payments for the 2026 crop year.
The Seller ☐ / Buyer ☒ shall receive the landowner share of ARC/PLC government program payments for the 2027 crop year.
Current Tenant ☐ shall receive the landowner share of ARC/PLC government program payments for the _____ crop year.

C. The Seller ☒ / Buyer ☐ shall receive the landowner share of government conservation program payments for the 2026 crop year.
The Seller ☐ / Buyer ☒ shall receive the landowner share of government conservation program payments for the 2027 crop year.
Current Tenant ☐ shall receive the landowner share of government conservation program payments for the _____ crop year.

D. Other Government program payments: (If applicable note program name(s), recipient, and crop year below.):

7. LEASE ASSIGNMENT / TERMINATION

A. There is ☒ is not ☐ currently a tenant in possession of the Property. Seller ☐ shall ☒ shall not be responsible for the assignment of the current farm lease with the tenant in possession of the Property to the Buyer.

B. Seller shall ☒ shall not ☐ be responsible for the termination of the rights of any tenant in possession of the Property. If Seller is responsible, then Buyer shall have the right to demand satisfactory evidence that the rights of all parties to possession have been terminated.

8. ATTORNEY REVIEW (check if applicable ☐)

The parties shall have until 5:00 p.m. Central Time on _____, 20____ ("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.

9. CONVEYANCE

- A. At closing Seller shall convey and transfer the Property to Buyer by Warranty Deed, Trustee's Deed, appropriate assignment, or other similar acceptable instrument of conveyance, which instrument shall be subject to the exceptions permitted herein, releasing homestead. At the same time the balance of the purchase price then due shall be paid and all documents relative to the transaction shall be signed and delivered. In the event the Buyer shall assume an existing indebtedness, cost of such assumption shall be borne by Buyer.
- B. At Closing Seller shall deliver to Buyer a completed Real Estate Transfer Declaration signed by Seller in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois. Any transfer tax imposed by the Real Estate Transfer Declaration shall be paid by Seller ☒ / Buyer ☐.
- C. Recording fees imposed on the recording of the deed shall be paid by Seller ☐ / Buyer ☒.
- D. Additional Closing Costs, concessions, expenses, credits, or other such items specifically noted below

_____ shall be paid by Seller ☐ / Buyer ☐ or (in the alternative) ____% Seller and ____% Buyer.

10. ENVIRONMENTAL

Seller represents, to the best of Seller's knowledge, that during the period of Seller's ownership or control over the Property, Seller has no knowledge or, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release, or threatened release of hazardous substances or hazardous wastes on, from or under the Property, by or through Seller, or any other party whatsoever. Seller similarly represents that to the best of Seller's knowledge there was no underground storage (or other) tank, nor any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the Property prior to Seller's acquisition or ownership or control of the Property. Seller similarly represents that to the best of Seller's knowledge the Property (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or order relating to hygienic or environmental conditions, and during Seller's ownership of the Property, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances, or other released materials on, under or about the Property.

11. SURVEY (Check if applicable ☐)

☐ Seller ☐ Buyer shall secure a boundary survey by a licensed land surveyor at ☐ Seller's (_____% expense) ☐ Buyer's (_____% expense), dated within six (6) months prior to Closing. Final Purchase Price will ☐ will not ☐ be based upon surveyed acres. If the survey shows other than the permissible exceptions described in Paragraph 14, encroachments from adjacent property, or that improvements are not located within the setback and lot lines, then these shall be considered defects in the title to the property.

12. MINERAL RIGHTS (check if applicable ☒)

The Buyer will receive and Seller will convey all of Seller's water, oil, gas, coal and other mineral rights not conveyed of record, and shall execute an appropriate assignment of any existing leases or contracts relating to those rights.

13. WIND/SOLAR/CARBON CONTRACTS

- A. The Property is ☐ is not ☒ subject to a wind energy contract, wind energy lease, wind energy option, wind energy easement or similar obligations which shall be assigned by Seller to the Buyer at Closing.
- B. The Property is ☐ is not ☒ subject to a solar energy contract, solar energy lease, solar energy option, solar energy easement or similar obligations which shall be assigned by the Seller to Buyer at Closing.
- C. The Property is ☐ is not ☒ subject to a carbon credit program or carbon sequestration agreement which shall be assigned by Seller to Buyer at Closing.

14. TITLE EVIDENCE

Upon acceptance of this Contract, Seller shall within a reasonable period furnish at Seller's expense: **(Check appropriate statement).**

- ☐ An abstract of title continued within 30 days before final payment hereunder, showing merchantable title of record to said Property in the Seller or the party who will execute the transactional instrument on Seller's behalf, according to the Rules and standards of the Bar of the County in which said Property is located, or
- ☒ A commitment and an Owners Title Guaranty Policy issued by a Company licensed to issue the same in the State of Illinois for the amount of the purchase price. Seller shall pay the initial title search charge and title insurance premium. Buyer shall pay the search charge as to Buyer, the cost of mortgagee's title insurance policy, if any, and the cost of all necessary endorsements to the title insurance policy. Buyer and Seller shall furnish immediately upon request all information legally required for financing or transfer of title.

Policy subject only to the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, which do not unreasonably interfere with Buyer's intended use of the property, (c) zoning laws and ordinances, (d) easements of record or in place affecting the Property, if any, which do not unreasonably interfere with Buyer's intended use of the property, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, (g) mortgage or other lien that may be eliminated at closing by application of the purchase price, (h) rights of tenants in possession if any, and (i) matters which can only be discovered by a survey of the Property.

Buyer or his attorney shall within 10 business days after receiving such title evidence, deliver to Seller or his attorney, together with such evidence, a report in writing specifying any objections made to the title. In case such title evidence is not delivered to Buyer or his attorney within a reasonable time, or material objections made to the title in such report are not cured with sixty (60) days after such report is so delivered, this Contract shall, at Buyer's option, be void and all earnest money shall be returned to Buyer. Buyer may, nevertheless, elect to take such title as it then is, and may deduct from the purchase price the amounts of liens and encumbrances and, in such case, the Seller shall convey the Property as agreed.

15. PERFORMANCE

In the event of default by either party under the terms of the Contract, the non-defaulting party shall have all rights and remedies available in law and equity. If either Buyer or Seller brings an action against the other with the respect to the Contract, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the non-prevailing party.

16. EARNEST MONEY ESCROW

The earnest money funds shall be held in escrow for the mutual benefit of the Parties by ☐ the Seller's Broker / ☐ the Buyer's Broker/ ☒ Other agreed to party, namely, Gomez & May LLP, as "Escrowee". Initial Earnest Money of \$_____ shall be tendered to Escrowee on or before 1 day after Date of acceptance for the mutual benefit of the parties, and shall be disbursed according to the terms of this Contract.

17. INTEREST BEARING TRUST ACCOUNT (check if applicable ☐)

Escrow Agent is directed to deposit trust funds hereunder in an interest bearing account with the interest thereon accruing for the benefit of the _____. In the event of default by the Buyer, any accrued interest on funds so held shall be treated as an additional earnest money and shall be disbursed according to the terms of Paragraphs 16 and 20 of this agreement.

18. RETURN OF EARNEST MONEY

In the event that the transaction does not close and the Escrowee is holding earnest money in its escrow account on behalf of the Buyer and Seller, said earnest money will be returned or held by Escrowee in accordance with the following terms:

- A. Escrowee holding the earnest money shall give 30 days written notice to the parties to the transaction as to the Escrowee's proposed distribution of the earnest money;
- B. Written notice to the parties shall be given either by personal delivery or sent via U.S. Mail, first class with postage fully paid addressed to the parties at their respective addresses as appear above in this Contract. Notice sent by U.S. Mail shall be deemed to be delivered on the third business day after being deposited in the mail;
- C. If the Escrowee does not receive an objection to its proposed distribution within said 30 day time frame, it shall be considered that the Buyer and Seller agree with the Escrowee's proposed distribution, and Escrowee shall distribute the proceeds in the manner set forth in the Escrowee's notice.

Buyer and Seller acknowledge that as long as Escrowee returns earnest money in accordance with the above written procedures and in accordance with the 30 day notice given by Escrowee, this Contract provision is considered as written consent to disburse said earnest money funds. **In the event that the Buyer and the Seller fail to reach an agreement regarding dispersal of the earnest money, the escrow agent is authorized to file an interpleader action, and the parties agree that the escrow agent will be reimbursed from the earnest money for all costs including reasonable attorney's fees.**

19. TAX DEFERRED EXCHANGE (check if applicable ☒)

Seller ☒ and / or Buyer ☒ may elect to perform an Internal Revenue code Section 1031 tax deferred exchange with respect to the transfer of the Property, and in such event, each party agrees to cooperate in such exchange and take all steps reasonably necessary to allow its completion; provided, however, the party electing such exchange shall hold the other party harmless from and against any and all claims, costs, liabilities, expense or delays in time resulting from such an exchange.

20. FOREIGN INVESTMENT IN REAL PROPERTY ACT

Seller is ☐ is not ☒ a "foreign person" within the meaning of Section 1445 of the Code and Treasury Regulations Section 1.1445-2.

21. WIRE FRAUD WARNING STATEMENT

In order to protect the parties from fraudulent activities involving wire fraud, the parties should always verify requests for wire transfers, double check email addresses for accuracy and confirm with telephone calls to known numbers before initiating an electronic transfer.

22. GENERAL CONDITIONS AND STIPULATIONS

- A. Time shall be considered to be of the essence of this Contract. The warranties and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers and Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.
- B. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand by mail to the Seller or to the Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service as of three (3) days after mailing. If there is more than one Seller or Buyer hereunder, the mailing of such notice or demand to any one Seller or Buyer at said respective addresses shall be considered to be sufficient service on all such Sellers and Buyers respectively. Notice may also be sent by facsimile to the Seller or Buyer at the facsimile number indicated on the signature page of this Contract.
- C. THE UNDERSIGNED ACKNOWLEDGE THAT IT IS ILLEGAL TO REFUSE TO SELL REAL ESTATE BECAUSE OF RACE, COLOR, AGE, RELIGION, SEX, SEXUAL ORIENTATION, CREED, PHYSICAL OR MENTAL HANDICAP, NATIONAL ORIGIN, ANCESTRY, MARITAL OR FAMILIAL STATUS, UNFAVORABLE MILITARY DISCHARGE OR DISCHARGE STATUS, ORDER OF PROTECTION STATUS, OR OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT
- D. This Contract contains all the terms and conditions agreed upon by the parties hereof and supersedes all oral agreement regarding the subject matter of this Contract and may only be amended or altered in writing signed by all parties.
- E. 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: (a) Real Estate Settlement Procedures Act of 1974; (b) Internal Revenue Service Form 1099S; (c) Section 1445 of the Internal Revenue Code as amended (which deals with the citizenship of the Seller); (d) a mutually agreeable summary of the closing transaction and (e) all laws, statutes, ordinances and regulations applicable to the transaction.
- F. Facsimile copies, Electronic copies and signatures on this Contract shall be as valid as an originally signed Contract.
- G. Counterpart Signatures: This Agreement may be signed in counterparts, which together shall constitute one agreement. If the Agreement is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.
- H. The parties intend this Contract to be governed by the laws of the State of Illinois.

23. CONFIRMATION OF AGENCY RELATIONSHIP

Buyer and Seller confirm that written disclosure of Agent/Broker's agency relationship was made no later than the first significant contact or immediately upon the occurrence of a change in the Agent/Broker's agency relationship.

Agents/Brokers assisting Seller:

Chad A. Kies License # 471.020531, John E. Rahn License # 475.211319 & Jenna N. Blessing License # 475.217509

- ☒ Designated Listing Agent: Agent/Broker is acting on behalf of the Seller.
☐ Dual Agency: Agent/Broker is acting on behalf of both the Buyer and Seller.
☐ No Agency Relationship: Seller is unrepresented by a Real Estate Agent/Broker.
☐ Seller is a real estate Agent/Broker and is acting as a principal party to this contract.

Agent/Broker assisting Buyer: _____ License # _____

- ☐ Designated Buyer Agent: Agent/Broker is acting on behalf of the Buyer.
☐ Dual Agency: Agent/Broker is acting on behalf of both the Buyer and Seller.
☒ No Agency Relationship: Buyer is unrepresented by a Real Estate Agent/Broker.
☐ Buyer is a real estate Agent/Broker and is acting as a principal party to this contract.

24. CONTRACT ACCEPTANCE PERIOD

This Offer shall be accepted by Seller in writing on or before _____ ☐ am / ☐ pm on _____, 20____, or this Offer shall become null and void at the option of the Buyer.

Seller does hereby accept the foregoing Contract this _____, 20____.

Seller _____ (initials) and/or Buyer _____ (initials) is currently a licensed real estate broker in the state of Illinois and understands appropriate disclosure is required to all prospective parties of this real estate transaction.

_____ Buyer Signature	_____ Date	_____ Seller's Signature- Laurie A. Menozi, Co-Trustee	_____ Date
_____ Buyer Signature	_____ Date	_____ Seller's Signature – Vince A. Menozi, Co-Trustee	_____ Date
		_____ Seller's Signature – Douglas A. Menozi	_____ Date
		_____ Seller's Signature – Nicholas A. Menozi	_____ Date
_____ Buyer Phone Number		_____ Seller Phone Number	
_____ Buyer Email address		_____ Seller Email address	
_____ Attorney Name		_____ Ryan M. Weber / Gomez & May LLP Attorney Name	
_____ Attorney Address		_____ 2322 E. Kimberly Road, Suite 120W, Davenport, IA 52807 Attorney Address	
_____ Attorney Phone #	_____ Fax #	_____ 563-359-3591 Attorney Phone #	_____ Fax #
_____ Attorney E-mail Address		_____ weberr@gomezmaylaw.com Attorney E-mail Address	

The undersigned Escrowee acknowledges receipt of the aforementioned earnest money and agrees that said funds shall be held and disbursed by Escrowee according to the terms of the foregoing Contract, and all parties shall receive copies of same.

Escrowee Acceptance of Earnest Money

By Agent

Gomez & May LLP
Name

2322 E. Kimberly Road, Suite 120W, Davenport, IA 52807
Address

563 359-3591

Phone # / Fax #

weberr@gomezmaylaw.com

Email Address

Real Estate Brokers for this transaction are:

Selling Broker	Hertz Real Estate Services
By Agent	Listing Broker
Address	Chad A. Kies / John E. Rahn / Jenna N. Blessing
Address	By Agent
Phone #	613 E. Ogden Avenue, PO Box 9
Fax #	Address
Email address	Geneseo, IL 61254
	Address
	(309) 944-2184
	(309) 455-4006
	Phone #
	Fax #
	ChadK@Hertz.ag / JohnR@Hertz.ag / JennaB@Hertz.ag
	Email address

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY THEIR WRITTEN CONSENT BY BOTH PARTIES.

DRAFT: Non-Executable

A tract of land being a part of the NE¼ of Section 23, T17N, R3E of the 4th P.M., Henry County, Illinois. More particularly bounded and described as follows and bearings are for the purpose of description only:--

Beginning at the Northwest corner of the NE¼ of said Section 23; Thence S 89°50'38" E, along the North line of said NE¼, a distance of 1337.32 feet to an iron rod; Thence S 00°53'33" W, a distance of 2416.07 feet to an iron rod; Thence N 89°33'49" W, a distance of 158.73 feet to an iron rod; Thence S 00°26'11" W, a distance of 225.00 feet to the South line of said NE¼; Thence N 89°33'49" W, along said South line, a distance of 1181.50 feet to the Southwest corner of said NE¼; Thence N 00°55'06" E, along the West line of said NE¼, a distance of 2634.54 feet to the Place of Beginning and containing 80.20 acres, more or less. Subject to the right-of-way of a Public Road along the South side of the above described tract and also subject to all easement of record.

DRAFT: Non-Executed



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Mailing Address c/o Hertz Real Estate Services, PO Box 9, Geneseo, IL Zip 61254, and
Buyer(s) _____
Mailing Address _____ Zip _____
Contract(s) to purchase the following described real estate commonly known as: Parcel 2
Parcel Identification Number(s): Part of 08-23-200-001
And legally described as: See Attached Exhibit 'A'

(or see legal description attached) including any improvements, and the following listed fixtures located thereon:

(or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear. (the "Property")

1. CONTRACT SALES PRICE AND TERMS

Purchase Price
80.20 surveyed acres m/l at \$ _____ / acre \$ _____
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Balance Due at Closing subject to adjustments provided herein \$ _____

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1. ☐ This Contract is contingent upon the ability of the Buyer to obtain a commitment for an ☐ adjustable rate ☐ fixed rate, mortgage loan of not less than _____ % of purchase price for a term not less than _____ years by _____, 20____. If such a commitment is not so obtained, this Contract shall be void and all earnest money shall be returned to the Buyer, provided that Buyer has made a diligent effort to obtain such a mortgage loan within the time specified above.
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B. The Seller ☒ / Buyer ☐ shall receive the landowner share of ARC/PLC government program payments for the 2026 crop year.
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9. CONVEYANCE

- A. At closing Seller shall convey and transfer the Property to Buyer by Warranty Deed, Trustee's Deed, appropriate assignment, or other similar acceptable instrument of conveyance, which instrument shall be subject to the exceptions permitted herein, releasing homestead. At the same time the balance of the purchase price then due shall be paid and all documents relative to the transaction shall be signed and delivered. In the event the Buyer shall assume an existing indebtedness, cost of such assumption shall be borne by Buyer.
- B. At Closing Seller shall deliver to Buyer a completed Real Estate Transfer Declaration signed by Seller in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois. Any transfer tax imposed by the Real Estate Transfer Declaration shall be paid by Seller ☒ / Buyer ☐.
- C. Recording fees imposed on the recording of the deed shall be paid by Seller ☐ / Buyer ☒.
- D. Additional Closing Costs, concessions, expenses, credits, or other such items specifically noted below

_____ shall be paid by Seller ☐ / Buyer ☐ or (in the alternative) ____% Seller and ____% Buyer.

10. ENVIRONMENTAL

Seller represents, to the best of Seller's knowledge, that during the period of Seller's ownership or control over the Property, Seller has no knowledge or, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release, or threatened release of hazardous substances or hazardous wastes on, from or under the Property, by or through Seller, or any other party whatsoever. Seller similarly represents that to the best of Seller's knowledge there was no underground storage (or other) tank, nor any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the Property prior to Seller's acquisition or ownership or control of the Property. Seller similarly represents that to the best of Seller's knowledge the Property (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or order relating to hygienic or environmental conditions, and during Seller's ownership of the Property, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances, or other released materials on, under or about the Property.

11. SURVEY (Check if applicable ☐)

☐ Seller ☐ Buyer shall secure a boundary survey by a licensed land surveyor at ☐ Seller's (_____% expense) ☐ Buyer's (_____% expense), dated within six (6) months prior to Closing. Final Purchase Price will ☐ will not ☐ be based upon surveyed acres. If the survey shows other than the permissible exceptions described in Paragraph 14, encroachments from adjacent property, or that improvements are not located within the setback and lot lines, then these shall be considered defects in the title to the property.

12. MINERAL RIGHTS (check if applicable ☒)

The Buyer will receive and Seller will convey all of Seller's water, oil, gas, coal and other mineral rights not conveyed of record, and shall execute an appropriate assignment of any existing leases or contracts relating to those rights.

13. WIND/SOLAR/CARBON CONTRACTS

- A. The Property is ☐ is not ☒ subject to a wind energy contract, wind energy lease, wind energy option, wind energy easement or similar obligations which shall be assigned by Seller to the Buyer at Closing.
- B. The Property is ☐ is not ☒ subject to a solar energy contract, solar energy lease, solar energy option, solar energy easement or similar obligations which shall be assigned by the Seller to Buyer at Closing.
- C. The Property is ☐ is not ☒ subject to a carbon credit program or carbon sequestration agreement which shall be assigned by Seller to Buyer at Closing.

14. TITLE EVIDENCE

Upon acceptance of this Contract, Seller shall within a reasonable period furnish at Seller's expense: **(Check appropriate statement).**

- ☐ An abstract of title continued within 30 days before final payment hereunder, showing merchantable title of record to said Property in the Seller or the party who will execute the transactional instrument on Seller's behalf, according to the Rules and standards of the Bar of the County in which said Property is located, or
- ☒ A commitment and an Owners Title Guaranty Policy issued by a Company licensed to issue the same in the State of Illinois for the amount of the purchase price. Seller shall pay the initial title search charge and title insurance premium. Buyer shall pay the search charge as to Buyer, the cost of mortgagee's title insurance policy, if any, and the cost of all necessary endorsements to the title insurance policy. Buyer and Seller shall furnish immediately upon request all information legally required for financing or transfer of title.

Policy subject only to the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, which do not unreasonably interfere with Buyer's intended use of the property, (c) zoning laws and ordinances, (d) easements of record or in place affecting the Property, if any, which do not unreasonably interfere with Buyer's intended use of the property, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, (g) mortgage or other lien that may be eliminated at closing by application of the purchase price, (h) rights of tenants in possession if any, and (i) matters which can only be discovered by a survey of the Property.

Buyer or his attorney shall within 10 business days after receiving such title evidence, deliver to Seller or his attorney, together with such evidence, a report in writing specifying any objections made to the title. In case such title evidence is not delivered to Buyer or his attorney within a reasonable time, or material objections made to the title in such report are not cured within sixty (60) days after such report is so delivered, this Contract shall, at Buyer's option, be void and all earnest money shall be returned to Buyer. Buyer may, nevertheless, elect to take such title as it then is, and may deduct from the purchase price the amounts of liens and encumbrances and, in such case, the Seller shall convey the Property as agreed.

15. PERFORMANCE

In the event of default by either party under the terms of the Contract, the non-defaulting party shall have all rights and remedies available in law and equity. If either Buyer or Seller brings an action against the other with the respect to the Contract, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the non-prevailing party.

16. EARNEST MONEY ESCROW

The earnest money funds shall be held in escrow for the mutual benefit of the Parties by ☐ the Seller's Broker / ☐ the Buyer's Broker/ ☒ Other agreed to party, namely, Gomez & May LLP, as "Escrowee". Initial Earnest Money of \$_____ shall be tendered to Escrowee on or before 1 day after Date of acceptance for the mutual benefit of the parties, and shall be disbursed according to the terms of this Contract.

17. INTEREST BEARING TRUST ACCOUNT (check if applicable ☐)

Escrow Agent is directed to deposit trust funds hereunder in an interest bearing account with the interest thereon accruing for the benefit of the _____. In the event of default by the Buyer, any accrued interest on funds so held shall be treated as an additional earnest money and shall be disbursed according to the terms of Paragraphs 16 and 20 of this agreement.

18. RETURN OF EARNEST MONEY

In the event that the transaction does not close and the Escrowee is holding earnest money in its escrow account on behalf of the Buyer and Seller, said earnest money will be returned or held by Escrowee in accordance with the following terms:

- A. Escrowee holding the earnest money shall give 30 days written notice to the parties to the transaction as to the Escrowee's proposed distribution of the earnest money;
- B. Written notice to the parties shall be given either by personal delivery or sent via U.S. Mail, first class with postage fully paid addressed to the parties at their respective addresses as appear above in this Contract. Notice sent by U.S. Mail shall be deemed to be delivered on the third business day after being deposited in the mail;
- C. If the Escrowee does not receive an objection to its proposed distribution within said 30 day time frame, it shall be considered that the Buyer and Seller agree with the Escrowee's proposed distribution, and Escrowee shall distribute the proceeds in the manner set forth in the Escrowee's notice.

Buyer and Seller acknowledge that as long as Escrowee returns earnest money in accordance with the above written procedures and in accordance with the 30 day notice given by Escrowee, this Contract provision is considered as written consent to disburse said earnest money funds. **In the event that the Buyer and the Seller fail to reach an agreement regarding dispersal of the earnest money, the escrow agent is authorized to file an interpleader action, and the parties agree that the escrow agent will be reimbursed from the earnest money for all costs including reasonable attorney's fees.**

19. TAX DEFERRED EXCHANGE (check if applicable ☒)

Seller ☒ and / or Buyer ☒ may elect to perform an Internal Revenue code Section 1031 tax deferred exchange with respect to the transfer of the Property, and in such event, each party agrees to cooperate in such exchange and take all steps reasonably necessary to allow its completion; provided, however, the party electing such exchange shall hold the other party harmless from and against any and all claims, costs, liabilities, expense or delays in time resulting from such an exchange.

20. FOREIGN INVESTMENT IN REAL PROPERTY ACT

Seller is ☐ is not ☒ a "foreign person" within the meaning of Section 1445 of the Code and Treasury Regulations Section 1.1445-2.

21. WIRE FRAUD WARNING STATEMENT

In order to protect the parties from fraudulent activities involving wire fraud, the parties should always verify requests for wire transfers, double check email addresses for accuracy and confirm with telephone calls to known numbers before initiating an electronic transfer.

22. GENERAL CONDITIONS AND STIPULATIONS

- A. Time shall be considered to be of the essence of this Contract. The warranties and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers and Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.
- B. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand by mail to the Seller or to the Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service as of three (3) days after mailing. If there is more than one Seller or Buyer hereunder, the mailing of such notice or demand to any one Seller or Buyer at said respective addresses shall be considered to be sufficient service on all such Sellers and Buyers respectively. Notice may also be sent by facsimile to the Seller or Buyer at the facsimile number indicated on the signature page of this Contract.
- C. THE UNDERSIGNED ACKNOWLEDGE THAT IT IS ILLEGAL TO REFUSE TO SELL REAL ESTATE BECAUSE OF RACE, COLOR, AGE, RELIGION, SEX, SEXUAL ORIENTATION, CREED, PHYSICAL OR MENTAL HANDICAP, NATIONAL ORIGIN, ANCESTRY, MARITAL OR FAMILIAL STATUS, UNFAVORABLE MILITARY DISCHARGE OR DISCHARGE STATUS, ORDER OF PROTECTION STATUS, OR OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT
- D. This Contract contains all the terms and conditions agreed upon by the parties hereof and supersedes all oral agreement regarding the subject matter of this Contract and may only be amended or altered in writing signed by all parties.
- E. 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: (a) Real Estate Settlement Procedures Act of 1974; (b) Internal Revenue Service Form 1099S; (c) Section 1445 of the Internal Revenue Code as amended (which deals with the citizenship of the Seller); (d) a mutually agreeable summary of the closing transaction and (e) all laws, statutes, ordinances and regulations applicable to the transaction.
- F. Facsimile copies, Electronic copies and signatures on this Contract shall be as valid as an originally signed Contract.
- G. Counterpart Signatures: This Agreement may be signed in counterparts, which together shall constitute one agreement. If the Agreement is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.
- H. The parties intend this Contract to be governed by the laws of the State of Illinois.

23. CONFIRMATION OF AGENCY RELATIONSHIP

Buyer and Seller confirm that written disclosure of Agent/Broker's agency relationship was made no later than the first significant contact or immediately upon the occurrence of a change in the Agent/Broker's agency relationship.

Agents/Brokers assisting Seller:

Chad A. Kies License # 471.020531, John E. Rahn License # 475.211319 & Jenna N. Blessing License # 475.217509

- ☒ Designated Listing Agent: Agent/Broker is acting on behalf of the Seller.
☐ Dual Agency: Agent/Broker is acting on behalf of both the Buyer and Seller.
☐ No Agency Relationship: Seller is unrepresented by a Real Estate Agent/Broker.
☐ Seller is a real estate Agent/Broker and is acting as a principal party to this contract.

Agent/Broker assisting Buyer: _____ License # _____

- ☐ Designated Buyer Agent: Agent/Broker is acting on behalf of the Buyer.
☐ Dual Agency: Agent/Broker is acting on behalf of both the Buyer and Seller.
☒ No Agency Relationship: Buyer is unrepresented by a Real Estate Agent/Broker.
☐ Buyer is a real estate Agent/Broker and is acting as a principal party to this contract.

24. CONTRACT ACCEPTANCE PERIOD

This Offer shall be accepted by Seller in writing on or before _____ ☐ am / ☐ pm on _____, 20____, or this Offer shall become null and void at the option of the Buyer.

Seller does hereby accept the foregoing Contract this _____, 20____.

Seller _____ (initials) and/or Buyer _____ (initials) is currently a licensed real estate broker in the state of Illinois and understands appropriate disclosure is required to all prospective parties of this real estate transaction.

_____ Buyer Signature	_____ Date	_____ Seller's Signature- Laurie A. Menozi, Co-Trustee	_____ Date
_____ Buyer Signature	_____ Date	_____ Seller's Signature – Vince A. Menozi, Co-Trustee	_____ Date
		_____ Seller's Signature – Douglas A. Menozi	_____ Date
		_____ Seller's Signature – Nicholas A. Menozi	_____ Date
_____ Buyer Phone Number		_____ Seller Phone Number	
_____ Buyer Email address		_____ Seller Email address	
_____ Attorney Name		_____ Ryan M. Weber / Gomez & May LLP Attorney Name	
_____ Attorney Address		_____ 2322 E. Kimberly Road, Suite 120W, Davenport, IA 52807 Attorney Address	
_____ Attorney Phone #	_____ Fax #	_____ 563-359-3591 Attorney Phone #	_____ Fax #
_____ Attorney E-mail Address		_____ weberr@gomezmaylaw.com Attorney E-mail Address	

The undersigned Escrowee acknowledges receipt of the aforementioned earnest money and agrees that said funds shall be held and disbursed by Escrowee according to the terms of the foregoing Contract, and all parties shall receive copies of same.

Escrowee Acceptance of Earnest Money

By Agent

Gomez & May LLP
Name

2322 E. Kimberly Road, Suite 120W, Davenport, IA 52807
Address

563 359-3591

Phone # / Fax #

weberr@gomezmaylaw.com

Email Address

Real Estate Brokers for this transaction are:

Selling Broker	Hertz Real Estate Services
By Agent	Listing Broker
Address	Chad A. Kies / John E. Rahn / Jenna N. Blessing
Address	By Agent
Phone #	613 E. Ogden Avenue, PO Box 9
Fax #	Address
Email address	Geneseo, IL 61254
	Address
	(309) 944-2184
	(309) 455-4006
	ChadK@Hertz.ag / JohnR@Hertz.ag / JennaB@Hertz.ag
	Email address

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY THEIR WRITTEN CONSENT BY BOTH PARTIES.

DRAFT: Non-Executable

Exhibit 'A'

A tract of land being a part of the NE¼ of Section 23, T17N, R3E of the 4th P.M., Henry County, Illinois. More particularly bounded and described as follows and bearings are for the purpose of description only:--

Commencing at the Northwest corner of the NE¼ of said Section 23; Thence S 89°50'38" E, along the North line of said NE¼, a distance of 1337.32 feet to an iron rod and the Place of Beginning for the tract to be described; Thence continuing S 89°50'38" E, along said North line, a distance of 1326.28 feet to the Northeast corner of said NE¼; Thence S 00°52'00" W, a distance of 2647.55 feet to the Southeast corner of said NE¼; Thence N 89°33'49" W, along the South line of said NE¼, a distance of 1259.35 feet; Thence N 00°26'11" E, a distance of 225.00 feet to an iron rod; Thence N 89°33'49" W, a distance of 66.27 feet to an iron rod; Thence N 00°53'33" E, a distance of 2416.07 feet to the Place of Beginning and containing 80.20 acres, more or less. Subject to the right-of-way of a Public Road along the East and South sides of the above described tract and also subject to all easement of record.

DRAFT: Non-Executed



CONTRACT TO PURCHASE AGRICULTURAL LAND
WITH IMPROVEMENTS
REALTORS® Land Institute
Illinois Chapter

THIS FORM OF AGREEMENT WHEN FILLED IN AND EXECUTED
BY BOTH BUYER AND SELLER IS INTENDED TO BECOME A BINDING REAL ESTATE CONTRACT

This agreement is entered into between:

Seller(s) Menozi Family Trust, Nicholas A. Menozi, and Douglas A. Menozi
Mailing Address c/o Hertz Real Estate Services, PO Box 9, Geneseo, IL Zip 61254, and
Buyer(s) _____
Mailing Address _____ Zip _____
Contract(s) to purchase the following described real estate commonly known as: Parcel 3
Parcel Identification Number(s): Part of 08-23-200-001
And legally described as: See Attached Exhibit 'A'

(or see legal description attached) including any improvements, and the following listed fixtures located thereon:

(or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear. (the "Property")

1. CONTRACT SALES PRICE AND TERMS

Purchase Price
1.16 surveyed acres m/l \$ _____
Earnest Money Deposit \$ _____
Balance Due at Closing subject to adjustments provided herein \$ _____

2. METHOD OF PAYMENT: (Check Applicable Statements)

A. Cash ☒ (No financing required – ~~certified cashiers check~~ or wired funds)

B. Financing:

1. ☐ This Contract is contingent upon the ability of the Buyer to obtain a commitment for an ☐ adjustable rate ☐ fixed rate, mortgage loan of not less than _____% of purchase price for a term not less than _____ years by _____, 20____. If such a commitment is not so obtained, this Contract shall be void and all earnest money shall be returned to the Buyer, provided that Buyer has made a diligent effort to obtain such a mortgage loan within the time specified above.
2. ☐ This Contract is contingent upon Buyer and Seller signing a Contract for Deed with the principal balance of \$ _____, and interest at the rate of _____% for the term of _____ years, amortized over _____ years with payments of \$ _____ (or more) for principal and interest balance of \$ _____ in cash at time of execution of such contract.

C. Contingency Sale ☐

This contract shall be contingent upon the closing of the sale of the Seller's ☐ Buyer's ☐ real estate to _____ on or before _____, 20____. If Seller ☐ Buyer ☐ is unable to close the sale by _____, and so notifies Seller ☐ Buyer ☐ thereof on or before such date in writing, then this contract shall terminate and shall be of no further force and effect. In such case the Seller ☐ Buyer ☐ shall be entitled to the earnest money deposit.

3. CLOSING AND POSSESSION

This Contract shall be closed on or before September 25, 2026, or at such other time as may be mutually agreed in writing. Possession is subject to the right of any tenants in possession. The parties agree that possession of said property is to be delivered to Buyer on or before September 25, 2026. Seller will ☐ or will not ☒ subject to tenant in possession rights, agree to allow Buyer the right, following fall harvesting, to enter the farm property for the purpose of performing land husbandry, customary tillage, application of fertilizer and lime, soil conservation practices and soil testing.

4. REAL ESTATE TAXES - Drainage Taxes and Special Assessment

The 2026 real estate taxes, special assessments due and payable in 2027 shall be paid by Seller.
The 2027 real estate taxes, special assessments due and payable in 2028 shall be paid by Buyer.

If payment is the responsibility of the Seller, (a) _____ taxes will be paid at closing, or (b) _____ Buyer shall be credited for the 20 _____ real estate taxes at closing, based upon the most current and available information, including confirmed multipliers.

10. ENVIRONMENTAL

Seller represents, to the best of Seller's knowledge, that during the period of Seller's ownership or control over the Property, Seller has no knowledge or, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release, or threatened release of hazardous substances or hazardous wastes on, from or under the Property, by or through Seller, or any other party whatsoever. Seller similarly represents that to the best of Seller's knowledge there was no underground storage (or other) tank, nor any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the Property prior to Seller's acquisition or ownership or control of the Property. Seller similarly represents that to the best of Seller's knowledge the Property (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or order relating to hygienic or environmental conditions, and during Seller's ownership of the Property, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances, or other released materials on, under or about the Property.

11. SURVEY (Check if applicable ☐)

☐ Seller ☐ Buyer shall secure a boundary survey by a licensed land surveyor at ☐ Seller's (_____ % expense) ☐ Buyer's (_____ % expense), dated within six (6) months prior to Closing. Final Purchase Price will ☐ will not ☐ be based upon surveyed acres. If the survey shows other than the permissible exceptions described in Paragraph 14, encroachments from adjacent property, or that improvements are not located within the setback and lot lines, then these shall be considered defects in the title to the property.

12. MINERAL RIGHTS (check if applicable ☒)

The Buyer will receive and Seller will convey all of Seller's water, oil, gas, coal and other mineral rights not conveyed of record, and shall execute an appropriate assignment of any existing leases or contracts relating to those rights.

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- A. The Property is ☐ is not ☒ subject to a wind energy contract, wind energy lease, wind energy option, wind energy easement or similar obligations which shall be assigned by Seller to the Buyer at Closing.
- B. The Property is ☐ is not ☒ subject to a solar energy contract, solar energy lease, solar energy option, solar energy easement or similar obligations which shall be assigned by the Seller to Buyer at Closing.
- C. The Property is ☐ is not ☒ subject to a carbon credit program or carbon sequestration agreement which shall be assigned by Seller to Buyer at Closing.

14. TITLE EVIDENCE

Upon acceptance of this Contract, Seller shall within a reasonable period furnish at Seller's expense: **(Check appropriate statement).**

- ☐ An abstract of title continued within 30 days before final payment hereunder, showing merchantable title of record to said Property in the Seller or the party who will execute the transactional instrument on Seller's behalf, according to the Rules and standards of the Bar of the County in which said Property is located, or
- ☒ A commitment and an Owners Title Guaranty Policy issued by a Company licensed to issue the same in the State of Illinois for the amount of the purchase price. Seller shall pay the initial title search charge and title insurance premium. Buyer shall pay the search charge as to Buyer, the cost of mortgagee's title insurance policy, if any, and the cost of all necessary endorsements to the title insurance policy. Buyer and Seller shall furnish immediately upon request all information legally required for financing or transfer of title.

Policy subject only to the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, which do not unreasonably interfere with Buyer's intended use of the property, (c) zoning laws and ordinances, (d) easements of record or in place affecting the Property, if any, which do not unreasonably interfere with Buyer's intended use of the property, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, (g) mortgage or other lien that may be eliminated at closing by application of the purchase price, (h) rights of tenants in possession if any, and (i) matters which can only be discovered by a survey of the Property.

Buyer or his attorney shall within 10 business days after receiving such title evidence, deliver to Seller or his attorney, together with such evidence, a report in writing specifying any objections made to the title. In case such title evidence is not delivered to Buyer or his attorney within a reasonable time, or material objections made to the title in such report are not cured with sixty (60) days after such report is so delivered, this Contract shall, at Buyer's option, be void and all earnest money shall be returned to Buyer. Buyer may, nevertheless, elect to take such title as it then is, and may deduct from the purchase price the amounts of liens and encumbrances and, in such case, the Seller shall convey the Property as agreed.

15. WELL WATER TEST AND SEPTIC INSPECTION (check if applicable) ☐

Buyer shall secure at Seller ☐ Buyer ☐ expense, within _____ calendar days after date of acceptance hereof, (i) a written septic inspection delivered to Seller and Buyer, acceptable to the appropriate governmental authority, indicating proper operating condition, and (ii) a laboratory approved well water test, copies of which shall be provided to the Buyer. If either system is found defective, Seller shall have an equal number of days to repair such defects, at Seller's expense, or to provide written notice to Buyer of Seller's failure to repair. Upon receipt of Seller's notice, Buyer, at Buyer's option, shall within seven (7) days notify Seller of Buyer's election to either proceed with the transaction or declare the Contract null and void, in which case all earnest money shall be promptly refunded to Buyer. In the event Buyer does not notify Seller of Buyer's election to proceed or declare the Contract null and void within the time specified, the contract shall remain in full force and effect without this contingency.

16. HOME INSPECTION (check if applicable) ☐

Buyer has the right to conduct a Home Inspection in accordance with the attached inspection addendum. After the inspection, if the contract is not terminated or repairs agreed upon, Buyer accepts the Property and its improvements in its condition at the time of inspection.

17. TERMITES (check if applicable) ☐

Before Settlement, Seller shall provide at Seller's expense written professional certification that the dwelling (only) is free of active termites. If active termites are found, the improvements shall be treated at Seller's expense by a professional exterminator. If substantial structural damage due to termites is found, repairs shall be made at Seller's expense or negotiated, or either party may declare this Contract null and void and earnest money shall be refunded.

18. RADON DISCLOSURE REPORT [Applies only if a residence is being sold].

Seller shall comply with the Disclosure of Information on Radon Hazards, a copy of which is attached.

19. LEAD-BASED PAINT TESTING. [Applies only if residence that was constructed prior to January 1, 1978 is being sold] (check if applicable) ☐

This Contract is ☐ is not ☐ contingent upon a risk assessment or inspection of the Property, at Buyer's expense, for the presence of lead-based paint hazards at levels determined unacceptable by federal law or regulation. Buyer shall have until 5:00 p.m. on the 10th day following final acceptance of this Contract. (The date of final acceptance shall not be counted as part of the 10 day period) to complete the inspection of risk assessment. If the inspection or risk assessment discloses the presence of a lead-based paint hazard, then Buyer shall notify Seller, in writing, of such findings and provide Seller with a copy of the inspection report within five (5) days after the time for conducting the inspection. Failure to give written notice to Seller within said time period shall mean that the contingency has been satisfied and the Buyer is bound by this Contract. If Buyer gives the appropriate notice to Seller then:

(check one)

☐ Buyer may terminate this Contract by written notice to the Seller by 5:00 p.m. on _____, 20__.

☐ Buyer shall provide Seller a written list of the existing deficiencies and the corrections needed. Seller shall notify Buyer in writing within ten (10) days after the receipt of the list of existing deficiencies as to what conditions, if any, will be remedied by Seller prior to closing. Buyer shall have three (3) days to notify Seller whether the proposed remediations are acceptable, and if the proposed remediations are accepted by Buyer the Contract will be binding on both sides and Seller shall be obligated to make the proposed remediations prior to closing. If Buyer fails to respond within three (3) days or does not accept the proposed remediations, then this Contract shall be void and the earnest money returned to Buyer.

☐ Buyer waives right to lead paint inspection.

20. RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT. [Applies only if a residence is being sold].

Seller shall comply with the Residential Real Property Disclosure Act (765 ILCS 77/1 et seq.), as amended, a copy of which is attached.

21. EQUIPMENT WARRANTY

It is expressly agreed by Buyer and Seller that other than as specifically set forth in this agreement there have been no representations, warranties or guarantees concerning the condition of the plumbing, electrical, heating, air conditioning, water supply, sewers, sewage drainage disposal system, or structural soundness of the Property which is the subject of this agreement. If any of the above described warranties, representations or guarantees are to be made, they may only be made in writing prior to the time set for closing.

22. INSURANCE (DAMAGE BY CASUALTY BEFORE CLOSING)

If prior to closing, the improvements on the Property shall be destroyed or materially damaged by fire or other casualty, Buyers shall have the option of declaring contract void and receiving a refund of the earnest money paid, or of accepting the Property as damaged or destroyed, together with the proceeds of any insurance payable as a result of such destruction or damage, including Seller's deductible, which proceeds the Seller agrees to assign to Buyer. Seller agrees to keep the building on said Property insured at present coverage or \$ _____ until possession is given.

23. PERFORMANCE

In the event of default by either party under the terms of the Contract, the non-defaulting party shall have all rights and remedies available in law and equity. If either Buyer or Seller brings an action against the other with the respect to the Contract, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the non-prevailing party.

24. EARNEST MONEY ESCROW

The earnest money funds shall be held in escrow for the mutual benefit of the Parties by ☐ the Seller's Broker / ☐ the Buyer's Broker/ ☒ Other agreed to party, namely, Gomez & May LLP, as "Escrowee". Initial Earnest Money of \$_____ shall be tendered to Escrowee on or before 1 day after Date of acceptance for the mutual benefit of the parties, and shall be disbursed according to the terms of this Contract.

25. INTEREST BEARING TRUST ACCOUNT (check if applicable ☐)

Escrow Agent is directed to deposit trust funds hereunder in an interest bearing account with the interest thereon accruing for the benefit of the _____. In the event of default by the Buyer, any accrued interest on funds so held shall be treated as an additional earnest money and shall be disbursed according to the terms of Paragraphs 16 and 20 of this agreement.

26. RETURN OF EARNEST MONEY

In the event that the transaction does not close and the Escrowee is holding earnest money in its escrow account on behalf of the Buyer and Seller, said earnest money will be returned or held by Escrowee in accordance with the following terms:

- A. Escrowee holding the earnest money shall give 30 days written notice to the parties to the transaction as to the Escrowee's proposed distribution of the earnest money;
- B. Written notice to the parties shall be given either by personal delivery or sent via U.S. Mail, first class with postage fully paid addressed to the parties at their respective addresses as appear above in this Contract. Notice sent by U.S. Mail shall be deemed to be delivered on the third business day after being deposited in the mail;
- C. If the Escrowee does not receive an objection to its proposed distribution within said 30 day time frame, it shall be considered that the Buyer and Seller agree with the Escrowee's proposed distribution, and Escrowee shall distribute the proceeds in the manner set forth in the Escrowee's notice.

Buyer and Seller acknowledge that as long as Escrowee returns earnest money in accordance with the above written procedures and in accordance with the 30 day notice given by Escrowee, this Contract provision is considered as written consent to disburse said earnest money funds. **In the event that the Buyer and the Seller fail to reach an agreement regarding dispersal of the earnest money, the escrow agent is authorized to file an interpleader action, and the parties agree that the escrow agent will be reimbursed from the earnest money for all costs including reasonable attorney's fees.**

27. TAX DEFERRED EXCHANGE (check if applicable ☒)

Seller ☒ and / or Buyer ☒ may elect to perform an Internal Revenue code Section 1031 tax deferred exchange with respect to the transfer of the Property, and in such event, each party agrees to cooperate in such exchange and take all steps reasonably necessary to allow its completion; provided, however, the party electing such exchange shall hold the other party harmless from and against any and all claims, costs, liabilities, expense or delays in time resulting from such an exchange.

28. FOREIGN INVESTMENT IN REAL PROPERTY ACT

Seller is ☐ is not ☒ a "foreign person" within the meaning of Section 1445 of the Code and Treasury Regulations Section 1.1445-2.

29. WIRE FRAUD WARNING STATEMENT

In order to protect the parties from fraudulent activities involving wire fraud, the parties should always verify requests for wire transfers, double check email addresses for accuracy and confirm with telephone calls to known numbers before initiating an electronic transfer.

30. GENERAL CONDITIONS AND STIPULATIONS

- A. Time shall be considered to be of the essence of this Contract. The warranties and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers and Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.
- B. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand by mail to the Seller or to the Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service as of three (3) days after mailing. If there is more than one Seller or Buyer hereunder, the mailing of such notice or demand to any one Seller or Buyer at said respective addresses shall be considered to be sufficient service on all such Sellers and Buyers respectively. Notice may also be sent by facsimile to the Seller or Buyer at the facsimile number indicated on the signature page of this Contract.

- C. THE UNDERSIGNED ACKNOWLEDGE THAT IT IS ILLEGAL TO REFUSE TO SELL REAL ESTATE BECAUSE OF RACE, COLOR, AGE, RELIGION, SEX, SEXUAL ORIENTATION, CREED, PHYSICAL OR MENTAL HANDICAP, NATIONAL ORIGIN, ANCESTRY, MARITAL OR FAMILIAL STATUS, UNFAVORABLE MILITARY DISCHARGE OR DISCHARGE STATUS, ORDER OF PROTECTION STATUS, OR OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT
- D. This Contract contains all the terms and conditions agreed upon by the parties hereof and supersedes all oral agreement regarding the subject matter of this Contract and may only be amended or altered in writing signed by all parties.
- E. 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: (a) Real Estate Settlement Procedures Act of 1974; (b) Internal Revenue Service Form 1099S; (c) Section 1445 of the Internal Revenue Code as amended (which deals with the citizenship of the Seller; (d) a mutually agreeable summary of the closing transaction and (e) all laws, statutes, ordinances and regulations applicable to the transaction.
- F. Facsimile copies, Electronic copies and signatures on this Contract shall be as valid as an originally signed Contract.
- G. Counterpart Signatures: This Agreement may be signed in counterparts, which together shall constitute one agreement. If the Agreement is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.
- H. The parties intend this Contract to be governed by the laws of the State of Illinois.

31. CONFIRMATION OF AGENCY RELATIONSHIP

Buyer and Seller confirm that written disclosure of Agent/Broker's agency relationship was made no later than the first significant contact or immediately upon the occurrence of a change in the Agent/Broker's agency relationship.

Agents/Brokers assisting Seller:

Chad A. Kies License # 471.020531, John E. Rahn License # 475.211319 & Jenna N. Blessing License # 475.217509

- ☒ Designated Listing Agent: Agent/Broker is acting on behalf of the Seller.
☐ Dual Agency: Agent/Broker is acting on behalf of both the Buyer and Seller.
☐ No Agency Relationship: Seller is unrepresented by a Real Estate Agent/Broker.
☐ Seller is a real estate Agent/Broker and is acting as a principal party to this contract.

Agent/Broker assisting Buyer: _____ License # _____

- ☐ Designated Buyer Agent: Agent/Broker is acting on behalf of the Buyer.
☐ Dual Agency: Agent/Broker is acting on behalf of both the Buyer and Seller.
☒ No Agency Relationship: Buyer is unrepresented by a Real Estate Agent/Broker.
☐ Buyer is a real estate Agent/Broker and is acting as a principal party to this contract.

32. ADDENDA

This Contract includes as its provisions the following Addenda:

- ☒ Residential Real Property Report
☐ Lead Based Paint Disclosure form
☒ Radon Disclosure form
☐ Other _____

33. CONTRACT ACCEPTANCE PERIOD

This Offer shall be accepted by Seller in writing on or before _____ ☐ am / ☐ pm on _____, 20____, or this Offer shall become null and void at the option of the Buyer.

Seller does hereby accept the foregoing Contract this _____, 20____.

Seller _____ (initials) and/or Buyer _____ (initials) is currently a licensed real estate broker in the state of Illinois and understands appropriate disclosure is required to all prospective parties of this real estate transaction.

Buyer Signature _____ Date _____

Buyer Signature _____ Date _____

Buyer Phone Number _____

Buyer Email address _____

Attorney Name _____

Attorney Address _____

Attorney Phone # _____ Fax # _____

Attorney E-mail Address _____

Seller's Signature- Laurie A. Menozi, Co-Trustee _____ Date _____

Seller's Signature – Vince A. Menozi, Co-Trustee _____ Date _____

Seller's Signature – Douglas A. Menozi _____ Date _____

Seller's Signature – Nicholas A. Menozi _____ Date _____

Seller Phone Number _____

Seller Email address _____

Ryan M. Weber / Gomez & May LLP
Attorney Name _____

2322 E. Kimberly Road, Suite 120W, Davenport, IA 52807
Attorney Address _____

563-359-3591
Attorney Phone # _____ Fax # _____

weberr@gomezmaylaw.com
Attorney E-mail Address _____

The undersigned Escrowee acknowledges receipt of the aforementioned earnest money and agrees that said funds shall be held and disbursed by Escrowee according to the terms of the foregoing Contract, and all parties shall receive copies of same.

Escrowee Acceptance of Earnest Money

By Agent

Gomez & May LLP
Name _____

2322 E. Kimberly Road, Suite 120W, Davenport, IA 52807
Address _____

563 359-3591
Phone # / Fax # _____

weberr@gomezmaylaw.com
Email Address _____

Real Estate Brokers for this transaction are:

Selling Broker	Hertz Real Estate Services	
	Listing Broker	
By Agent	Chad A. Kies / John E. Rahn / Jenna N. Blessing	
	By Agent	
Address	613 E. Ogden Avenue, PO Box 9	
	Address	
Address	Geneseo, IL 61254	
	Address	
(	(309) 944-2184	(309) 455-4006
Phone #	Phone #	Fax #
	ChadK@Hertz.ag / JohnR@Hertz.ag	
Email address	Email address	

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY THEIR WRITTEN CONSENT BY BOTH PARTIES.

Exhibit 'A'

A tract of land being a part of the NE¼ of Section 23, T17N, R3E of the 4th P.M., Henry County, Illinois. More particularly bounded and described as follows and bearings are for the purpose of description only:--

Commencing at the Northwest corner of the NE¼ of said Section 23; Thence S 89°50'38" E, along the North line of said NE¼, a distance of 1337.32 feet to an iron rod; Thence S 00°53'33" W, a distance of 2416.07 feet to an iron rod and the Place of Beginning for the tract to be described; Thence S 89°33'49" E, a distance of 66.27 feet to an iron rod; Thence S 00°26'11" W, a distance of 225.00 feet to the South line of said NE¼; Thence N 89°33'49" W, along said South line, a distance of 225.00 feet; Thence N 00°26'11" E, a distance of 225.00 feet to an iron rod; Thence S 89°33'49" E, a distance of 158.73 feet to the Place of Beginning and containing 1.16 acres, more or less. Subject to the right-of-way of a Public Road along the South side of the above described tract and also subject to all easement of record.



Illinois REALTORS®
RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT
(765 ILCS 77/35)

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY BEFORE THE SIGNING OF A CONTRACT. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 16740 Ford Rd.
City, State & Zip Code: Geneseo, IL 61254
Seller's Name: The Menozi Family Trust / Nicholas A. Menozi / Douglas A. Menozi

This Report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of May 12, 2026. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation in the additional information area of this form.

- | | YES | NO | N/A | |
|-----|--------------------------|-------------------------------------|-------------------------------------|---|
| 1. | ☐ | ☒ | ☐ | Seller has occupied the property within the last 12 months.
(If "no," please identify capacity or explain relationship to property.)
<u>used as a storage building.</u> |
| 2. | ☐ | ☒ | ☐ | I currently have flood hazard insurance on the property. |
| 3. | ☐ | ☐ | ☒ | I am aware of flooding or recurring leakage problems in the crawl space or basement. |
| 4. | ☐ | ☒ | ☐ | I am aware that the property is located in a floodplain. |
| 5. | ☐ | ☒ | ☐ | I am aware of material defects in the basement or foundation (including cracks and bulges). |
| 6. | ☐ | ☒ | ☐ | I am aware of leaks or material defects in the roof, ceilings, or chimney. |
| 7. | ☐ | ☒ | ☐ | I am aware of material defects in the walls, windows, doors, or floors. |
| 8. | ☐ | ☒ | ☐ | I am aware of material defects in the electrical system. |
| 9. | ☐ | ☒ | ☐ | I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool). |
| 10. | ☐ | ☒ | ☐ | I am aware of material defects in the well or well equipment. |
| 11. | ☐ | ☒ | ☐ | I am aware of unsafe conditions in the drinking water. |
| 12. | ☐ | ☒ | ☐ | I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| 13. | ☐ | ☐ | ☒ | I am aware of material defects in the fireplace or wood burning stove. |
| 14. | ☐ | ☒ | ☐ | I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| 15. | ☐ | ☒ | ☐ | I am aware of unsafe concentrations of radon on the premises. |
| 16. | ☐ | ☒ | ☐ | I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| 17. | ☐ | ☒ | ☐ | I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises. |
| 18. | ☐ | ☒ | ☐ | I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. |
| 19. | ☐ | ☒ | ☐ | I am aware of current infestations of termites or other wood boring insects. |
| 20. | ☐ | ☒ | ☐ | I am aware of a structural defect caused by previous infestations of termites or other wood boring insects. |
| 21. | ☐ | ☒ | ☐ | I am aware of underground fuel storage tanks on the property. |
| 22. | ☐ | ☒ | ☐ | I am aware of boundary or lot line disputes. |
| 23. | ☐ | ☒ | ☐ | I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected. |

24. ☒ I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary: No basement/crawl space.
There is no fireplace or wood burning stove.

Check here if additional pages used: _____

Seller certifies that seller has prepared this report and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

THE SELLER ACKNOWLEDGES THAT THE SELLER IS REQUIRED TO PROVIDE THIS DISCLOSURE REPORT TO THE PROSPECTIVE BUYER BEFORE THE SIGNING OF THE CONTRACT AND HAS A CONTINUING OBLIGATION, PURSUANT TO SECTION 30 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT, TO SUPPLEMENT THIS DISCLOSURE PRIOR TO CLOSING.

Seller: Laurie A. Menzies, 'Viv A Menz' Date: 5/12/26

Seller: Douglas Menzies Date: 5/14/26/5-18-26

THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. **THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT THE PROSPECTIVE BUYER MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.**

Prospective Buyer: _____ Date: _____ Time: _____

Prospective Buyer: _____ Date: _____ Time: _____

A COPY OF SECTIONS 5 THROUGH 65 OF ARTICLE 2 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT IS AFFIXED HERETO AND SHOULD BE REVIEWED BY PROSPECTIVE BUYER.

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 77/5 et seq.

Section 5. Definitions: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

“Residential real property” means real property improved with not less than one nor more than four residential dwelling units: units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit. The term includes a manufactured home as defined in subdivision (53) of Section 9-102 of the Uniform Commercial Code that is real property as defined in the Conveyance and Encumbrance of Manufactured Homes as Real Property and Severance Act.

“Seller” means every person or entity who:

- (1) is a beneficiary of an Illinois land trust; or
- (2) has an interest, legal or equitable, in residential real property as:
 - i. an owner;
 - ii. a beneficiary of a trust;
 - iii. a beneficiary pursuant to testate disposition, intestate succession, or a transfer on death instrument; or
 - iv. a contract purchaser or lessee of a ground lease.

“Seller” does not include a party to a transfer that is exempt under Section 15 or a beneficiary who has both (i) never occupied the residential real property and (ii) never had management responsibility for the residential real property.

“Prospective buyer” means any person or entity negotiating or offering to become an owner or lessee of a ground lease of residential real property by means of a transfer for value to which this Act applies.

“Contract” means a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 10. Applicability. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. Seller Exemptions. A seller in any of the following transfers is exempt from this Act, regardless of whether a disclosure report is delivered:

- (1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.
- (2) Transfers from a mortgagee to a mortgagee by deed in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee’s secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.
- (3) Transfers by a fiduciary in the course of the administration of a decedent’s estate, guardianship, conservatorship, or trust. As used in this paragraph, “trust” includes an Illinois land trust.
- (4) Transfers from one co-owner to one or more other co-owners.
- (5) Transfers from a decedent pursuant to testate disposition, intestate succession, or a transfer on death instrument.
- (6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.
- (7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure report furnished to the entity by the seller.
- (8) Transfers to or from any governmental entity.
- (9) Transfers of newly constructed residential real property that has never been occupied. This does not include rehabilitation of existing residential real property.

Section 20. Disclosure Report Requirements. A seller of residential real property shall complete all items in the disclosure report described in Section 35. The seller shall deliver to the prospective buyer the written disclosure report required by this Act before the signing of a contract.

Section 25. Liability of seller.

(a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to this Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor’s occupation and the seller had no knowledge of the error, inaccuracy, or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure report supplement. If, prior to closing, any seller becomes aware of an error, inaccuracy, or omission in any prior disclosure report or supplement after delivery of that disclosure report or supplement to a prospective buyer, that seller shall supplement the prior disclosure report or supplement with a written supplemental disclosure, delivered by any method set forth in Section 50.

Section 35. Disclosure report form. . . . [omitted]

Section 40. Material defect.

(a) If a seller discloses a material defect in the Residential Real Property Disclosure Report, including a response to any statement that is answered “yes” except numbers 1 and 2, and, in violation of Section 20, it is delivered to the prospective buyer after all parties have signed a contract, the prospective buyer, within 5 business days after receipt of that report, may terminate the contract or other agreement with the return of all earnest money deposits or down payments paid by the prospective buyer in the transaction without any liability to or recourse by the seller.

(b) If a seller discloses a material defect in a supplement to this disclosure report, the prospective buyer shall not have a right to terminate unless:

(i) the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure was completed and signed by the seller; (ii) the material defect is not repairable prior to closing; or (iii) the material defect is repairable

prior to closing, but within 5 business days after the delivery of the supplemental disclosure, the seller declines, or otherwise fails to agree in writing, to repair the material defect.

(c) The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of this Act the termination shall be deemed to be made when written notice of termination is delivered to at least one of the sellers by any method set forth in Section 50, at the contact information provided by any seller or indicated in the contract or other agreement. Nothing in subsection (a) or (b) shall limit the remedies available under the contract or Section 55.

Section 45. Other Law. This Act is not intended to limit remedies or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Delivery of disclosure report. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

(1) personal delivery or facsimile, email, or other electronic delivery to the prospective buyer at the contact information provided by the prospective buyer or indicated in the contract or other agreement;

(2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement; or

(3) depositing the report with an alternative delivery service such as Federal Express or UPS, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of this Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to an authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure report prior to the conveyance of the residential real property, the prospective buyer shall have the right to terminate the contract. A seller who knowingly violates or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real Property Disclosure Report that the seller knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney's fees incurred by the prevailing party.

Section 60. Limitation of Action. No action for violation of this Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

Section 65. Disclosure Report Form; Contents; Copy of Act. A copy of Sections 5 through 65 of Article 2 of this Act, excluding Section 35, must be printed on or as a part of the Residential Real Property Disclosure Report form.

Date provided to Buyer: _____

Seller: _____

Laura M. Mingo / Li Adley / Douglas M. Mingo / [Signature]



ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)



Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

_____ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).

_____ (b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.

JM/DM _____ (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.

JM/DM _____ (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

_____ (e) Purchaser has received copies of all information listed above.

_____ (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

JR _____ (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller *Laurie G. Menzies / J. A. Menzies* Date *5/12/26*

Seller *Douglas W. Menzies / J. A. Menzies* Date *5/14/26 / 5-18-26*

Purchaser _____ Date _____

Purchaser _____ Date _____

Agent *John Rahn* Date *5/26/26*

Agent _____ Date _____

Property Address: *16740 Ford Rd.*

City, State, Zip Code: *Geneseo, IL 61254*

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

(ii) DM/AM Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents below:

(ii) DM/AM Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

(c) Purchaser has (initial (i) or (ii) below):

(i) _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(ii) _____ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home* (initial).

(e) Purchaser has (initial (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial or enter N/A if not applicable)

(f) JK Seller's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

(g) JK Purchaser's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.¹

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Laurie C. Menozzi / Lori A. May</u>	<u>5/12/26</u>		
Seller	Date	Purchaser	Date
<u>Douglas Menozzi / The Menozzi</u>	<u>5/14/26</u>	<u>5-18-26</u>	
Seller	Date	Purchaser	Date
<u>John Rah</u>	<u>5/26/26</u>		
Seller's Agent	Date	Purchaser's Agent ¹	Date

Paperwork Reduction Act

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

¹ Only required if the purchaser's agent receives compensation from the seller.