

AUCTION PURCHASE AGREEMENT

This Auction Purchase Agreement (hereinafter "Agreement") is entered into between Kania Family LLC, (hereinafter "Seller") whose address is 1221 Chatham Ridge Ct., Westfield, Indiana 46074 and whose attorney is Darrell E. Dies, P.C., 1497 Church Rd., Eureka, Illinois 61530 [Phone: 309.467.4351 – dies@darrelldies.com] and Buyer identified in Section 1 below (herein "Buyer"), for and in consideration of the promises, agreements, covenants and conditions herein contained, the parties hereby agree as follows:

1. **Buyer's Information.**
 - a. **Buyer's Bid #:** _____
 - b. **Buyer's Name:** _____
 - c. **Mailing Address:** _____
 - d. **E-Mail:** _____
 - e. **Telephone #:** _____ **Mobile #:** _____
 - f. **Buyer's Lender and/or Attorney will be identified at the end of this Agreement.**
2. **Auction Terms.** This Agreement is being entered into pursuant to the Public Auction Sale that occurred on **February 17, 2026**. The terms contained in this Agreement take precedence over any and all advertisements and/or prior descriptions.
3. **Financing.** Buyer warrants, represents and affirms that Buyer has adequate financing to purchase the Property. This Agreement **IS NOT SUBJECT** to any financing contingency.
4. **Price, Payment, Description & Closing.** As the winning bidder of the Real Estate sale for the below Tract(s) (herein "real estate" or "Property") [the legal description for each Tract is identified on the attached "Exhibit A"], Buyer agrees to buy the following Tract(s) for the purchase price as follows:
 - a. **Tract ONE: Purchase Price of \$** _____ **per acre x's 116.548 +/- Acres =**
Total Purchase Price of \$ _____ **for Tract One.**
 - b. **Tract TWO: Purchase Price of \$** _____ **per acre x's 119.490 +/- Acres =**
Total Purchase Price of \$ _____ **for Tract Two.**

10% of the Purchase Price for Tract(s) ONE and/or TWO (*strike if needed*) as identified above is \$ _____ which shall be held as Earnest Money upon the execution of this Agreement by the Title Company as Escrow Agent until Closing. The remaining **90%** of the Purchase Price for the purchased Tract(s) is \$ _____ which shall be paid to Seller by wire transfer **on or before March 17, 2026** (hereinafter "Closing Date" or "Closing") and on receipt of Deed. Any funds tendered at Closing in the amount of \$50,000.00 or greater shall be in the form of "good funds" defined to be either wired funds, government checks or title company escrow checks that are acceptable to the closing agent. Any other source of funds shall be provided to and deposited by the closing agent in advance of the closing in accordance with the closing agent's "good funds" policy. The following escrow terms shall govern this Agreement.

- a. **Escrow Agent.** The parties agree that **Woodford County Title Company** (herein "Title Company" and "Escrow Agent") is hereby designated as Escrow Agent for the purposes of any escrow created or

- hereafter required in connection with this Agreement. Unless otherwise stated herein, Escrow Agent shall hold in escrow the Earnest Money pursuant to the terms of this Agreement until Closing and not release said funds except 1) with the agreement of all parties; 2) upon receipt of an order entered by a court of competent jurisdiction; or 3) pursuant to Buyer's Default as identified in the Section 5 or Seller's Default in Section 6.
- b. **Earnest Agent Duties.** The Escrow Agent's duties hereunder shall be limited to the safe-keeping of the Earnest Money and the disposition of the same in accordance with the terms hereof.
 - c. **No Implied Duties and No Conflict.** Escrow Agent undertakes to perform any such duties as are expressly set forth herein and no implied duties or obligations shall be read into this Agreement against the Escrow Agent.
 - d. **Indemnification.** The parties, jointly and severally, hereby agree to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement, and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim. The non-prevailing party(ies) in any lawsuit shall reimburse the prevailing party(ies) for any and all attorneys' fees and court costs.
 - e. **Action in Court.** If the parties hereto shall be in disagreement about the interpretation of this Agreement, or about their rights and obligations hereunder, or the propriety of any action contemplated by the Escrow Agent hereunder, any party hereto may, at its discretion, file an action in a court of competent jurisdiction to resolve such disagreement. Escrow Agent shall be indemnified, jointly and severally, by the parties for all costs, including attorneys' fees, in connection with any such action, and shall be fully protected in suspending all or a part of its activities under this Agreement until a final judgment, order or decree in the action is received.
 - f. **No Liability.** Escrow Agent shall not be liable for any mistakes of fact, or errors of judgment, or for any acts or omission of any kind, in its capacity as Escrow Agent, unless caused by the willful misconduct or gross negligence of Escrow Agent.
 - g. **Resignation.** Escrow Agent may resign upon 10 days' prior written notice to the parties to this Agreement if a successor escrow agent is appointed. If a successor escrow agent is not appointed within the 10-day period following such notice of resignation, the Escrow Agent may petition a court of competent jurisdiction to name a successor. The costs of such action shall be paid by Seller and Buyer, on an equal basis.
5. **Buyer's Default.** If Buyer defaults in any way and does not tender full payment of the Purchase Price to Seller on or before Closing, then Seller shall immediately notify Buyer and Escrow Agent of said default (herein "Default Notice") and Seller shall then have the option to: 1) elect to have Buyer immediately forfeit the entire Earnest Money to Seller, in which case Seller shall be entitled to keep the Earnest Money, the Escrow Agent shall immediately release the Earnest Money to Seller and this Agreement shall be considered null and void; OR 2) elect to give Buyer 5 calendar days from receipt of the Default Notice to cure said default (herein "Cure Period") in which case Seller shall notify Buyer of such election; provided, that if the Default Notice is timely given and Buyer does not cure within the Cure Period, notwithstanding any agreement to the contrary by Buyer and Seller, the Escrow Agent shall tender the Earnest Money to Seller and Seller may pursue any remedy at law or equity, in which case the amounts recoverable for damages to Seller shall NOT be limited to the Earnest Money under this Agreement.
6. **Seller's Default.** In the event that Seller defaults, then Buyer shall provide a Default Notice to Seller, in which case the Seller shall have 5 calendar days from receipt of the Default Notice as the Cure Period. If the Default Notice is given and Seller does not cure within the Cure Period, notwithstanding an agreement to the contrary by Buyer and Seller, Buyer shall have the option to: 1) pursue any remedy at law or equity, in which case the Escrow Agent shall retain the Earnest Money until an agreement is reached by Buyer and Seller, or until a court of competent jurisdiction issues an order regarding the release of the Earnest Money; OR 2) elect to

have the Agreement considered null and void, in which case the Escrow Agent shall immediately release the Earnest Money to Buyer.

7. **Section 1031 Exchange.** Buyer [] **DOES** [] **DOES NOT** anticipate the purchase of this real estate through a Qualified Section §1031 or §1033 Like Kind Exchange. Seller agrees to cooperate with Buyer in any Like-Kind Exchange that is appropriate for Buyer; provided, however, that 1) the Date for Closing on this real estate must be on or before **March 17, 2026** and 2) Buyer is responsible for the additional fees and expenses of Seller over and above the usual and customary charges for the sale of real estate without complex financing or tax related matters, payment of Seller's additional expenses being made at the time of Closing. Moreover, prior to Closing, Buyer reserves the right to assign this Agreement to a qualified exchange intermediary or other third party to the extent necessary to facilitate the exchange and shall give written notice of such assignment identifying the assignee at or prior to each Closing. As an accommodation to Buyer, Seller agrees to accept performance pursuant to this Agreement from Buyer's assignee to the extent of such permitted assignment and to perform pursuant to this Agreement for the benefit of Buyer's assignee; provided, that Seller shall not be required to acquire relinquished real estate from Buyer or to incur any additional expense therefore, and title to the real estate may be conveyed directly to Buyer from Seller by the deed as required by this Agreement. Notwithstanding the foregoing, Buyer shall remain primarily liable for the performance of the terms of this Agreement.
8. **Farm Lease.** The property **IS NOT SUBJECT TO** and/or conditioned upon an existing Farm Lease.
9. **Farm Program.** Seller or Seller's Farm Tenant shall retain year 2025 government farm payments (which may be payable in year 2026). Buyer (or Buyer's tenant) shall receive the year 2026 and all subsequent years' government program payments and be responsible for any reimbursements to the government under that program. After Closing, Buyer is responsible to re-register the Property under Buyer's name.
10. **Evidence of Title.** Not less than 10 days prior to Closing, Seller will furnish Buyer or Buyer's assign(s) with a written commitment from a title company licensed to do business in Illinois, showing title to said Property subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owner's policies issued by such company. If the title company's written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until the date for delivery of the deed to correct such defects. An Owners' Title Policy, in amount of the Purchase Price for said Property, will be paid for by Seller and issued to Buyer after delivery of the deed.
11. **Delivery of Deed & Possession.** At Closing, and upon payment by Buyer of the balance of all sums due Seller, Seller shall deliver possession to Buyer and Seller shall convey or cause to be conveyed to Buyer (or their nominee) by a good and sufficient Special Warranty Deed, fee simple title to the real estate in land and any improvements which are applicable to the real estate being purchased subject to the following Permitted Exceptions such as they exist at the time of Closing:
 - a. All general real estate taxes that is not yet due and payable.
 - b. Matters shown on the recorded Plat of Subdivision or Plat of Survey.
 - c. Recorded Covenants, Conditions, Restrictions and Easements.
 - d. City and County ordinances and laws.
 - e. Any lien that may be removed by the payment of money from the purchase price at Closing.
 - f. Rights of tenants in possession, if any.
12. **Fixtures & Personal Property.** All fixtures and personal property that are presently located on or with the real estate on the date of the Closing shall sell with the real estate.
13. **Survey.** Seller has paid for a boundary plat of survey of the parcel which was performed by the surveying firm of Krause Surveying, Inc. This Agreement is not conditioned upon the performance of a plat of survey by a

professional land surveyor. Buyer reserves the right to retain Buyer's own surveyor to review plats of survey and legal descriptions prepared by Seller's Surveyor, if any, and to have an independent survey performed of the real estate at Buyer's sole expense. Seller agrees to pay all costs associated with any surveyor retained by Seller. Buyer agrees to pay all costs associated with any surveyor retained by Buyer.

14. **Real Property & Radon Disclosures.** The parties acknowledge that this Agreement is NOT subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, *et seq.*) or the Illinois Radon Awareness Act (420 ILCS 47/1, *et seq.*).
15. **Real Estate Taxes.** The 2025 and prior years' unpaid real estate taxes shall be paid by Seller as of the Closing by allowance of Seller's share thereof being a credit against the Purchase Price at Closing, based upon the latest known assessed valuation and latest known tax rate. There shall be no re-proration after the Closing. Buyer shall be responsible to pay the 2025 and subsequent year's real estate taxes. This provision shall survive the Closing and delivery of Deed.
16. **Statutory Compliance.** Buyer and Seller shall provide, and consent to the reporting of all information regarding this sale required by any act, regulation or statute, including all amendments thereto, of the U.S.A., or the State of Illinois including but not limited to the following:
 - a. All provisions of Section 1445 of the Internal Revenue Code including any withholding requirements thereof.
 - b. All provisions of Section 6045 of the Internal Revenue Code including disclosure of tax identification numbers, sale price, net sales proceeds and forwarding addresses.
 - c. If Seller is a business that is subject to the provisions of the Illinois Retailers' Occupation Tax Act, then Buyer and Seller shall provide all information and documentation necessary, file any and all reports and withhold from the proceeds of sale such funds, all as may be required under Section 444j of Chapter 120 of the Illinois Revised Statutes.
17. **Mortgage, Etc.** Mortgage(s), if any, shall be satisfied out of the purchase price and released when the deed is delivered to Buyer at Closing. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded. Easements and building or use restrictions of record, and zoning and building ordinances, if any, shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.
18. **Seller's Representations.** Seller, to the best of its knowledge and belief, represents to Buyer the following matters to be true and correct as of the date hereof, and also as of the Closing.
 - a. **Eminent Domain.** There is no pending, and to the best knowledge and belief of Seller, no contemplated eminent domain, condemnation or other governmental taking of the real estate or any part thereof.
 - b. **Rights in the Real Estate.** Seller represents that, as of this date, there does not exist any outstanding contract and/or option to purchase for the sale of this real estate to any other person or entity.
 - c. **Sale is AS IS.** Except as expressly set forth in this Agreement, the parties acknowledge and agree that Seller has not made, and does not make, and hereby disclaims, any and all express or implied representations and warranties regarding or relating to the surface or subsurface environmental conditions, the surface or subsurface geo-technical conditions, suitability for any particular purpose, susceptibility to flooding, value, marketability, layout, square footage, income, expenses, zoning, use and occupancy restrictions, operation, compliance with and environmental cleanup and regulatory compliance of liability associated with the ENVIRONMENTAL LAWS and laws and regulations relating to HAZARDOUS MATERIALS or underground storage tanks and legal requirement or any other matter or thing affecting or relating to the real estate. Buyer acknowledges that, except as expressly set forth in this Agreement, no such representations or warranties, expressed or implied (herein "Warranties"), have been made, and Buyer is not relying on any Warranties. In accordance with the foregoing, Buyer agrees to take the real estate "AS IS" and in so agreeing Buyer acknowledges

and represents that it has inspected or will inspect the real estate and has made or will make such investigation as it deems appropriate into the conditions affecting the real estate, including, without limitation, the conditions described above. In so doing Buyer represents that it has retained or will retain such experts and consultants to assist in such inspection and investigation as it has deemed or will deem appropriate. In agreeing to purchase the real estate "AS IS" and without Warranties, Buyer acknowledges and represents that Buyer has factored the "AS IS" condition of the real estate into the price that it has hereby agreed to pay for the real estate. Furthermore, Buyer acknowledges and represents that it has had adequate time to perform its due diligence investigation of the foregoing items. The terms, representations and covenants of this section shall survive Closing.

- i. The term "ENVIRONMENTAL LAWS" as used herein shall mean: 1) The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC Section 9601 *et seq.*, 2) the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*, 3) the Resource Conservation and Recovery Act ("RCRA"), 42 USC Section 6991 *et seq.*, 4) the Clean Water Act ("CWA"), 33 USC Section 1251, *et seq.*, 5) The Clean Air Act ("CAA"), 42 USC Section 7401 *et seq.*, and the state and federal common law interpreting the same, as well as state tort law associated with public and private nuisance, local ordinance and all regulations, codes, ordinances and administrative programs promulgated or provided pursuant thereto.
- ii. The term "HAZARDOUS MATERIALS" shall mean: 1) "hazardous substance" as that term is defined in CERCLA as amended from time to time, and as interpreted by courts of competent jurisdiction, and 2) "hazardous substance" as that term is defined in the Illinois Environmental Protective Act, as amended from time to time and as interpreted by courts of competent jurisdiction, and 3) petroleum, including fractions thereof and 4) radioactive nuclear materials.

19. **Due Diligence Inspection.** Buyer agrees that Buyer has had an ample opportunity to inspect the real estate prior to entering into this Agreement.
20. **Risk of Loss.** Seller agrees to deliver possession of said real estate in the same or similar condition as it is at the date of execution of this Agreement. In the event any significant damage inflicted by a third-party or through an Act of God occurs to the real estate prior to Closing, then Seller in Seller's sole discretion shall have the option to 1) if time allows, repair the Property to a condition equal to that as of the date of signing of this Agreement; 2) obtain a repair estimate from a Contractor with a minimum of 5 years of experience in repairing such damage, whereupon Buyer shall receive a credit against the Purchase Price at Closing equal to the cost of such repair estimate; OR 3) declare the Agreement null and void, and immediately refund the Buyer's Earnest Money. In no event shall Seller be obligated to pay to Buyer any insurance proceeds for Property damage occurring prior to Closing.
21. **Auctioneer/Realtor.** The parties acknowledge, warrant and represent to each other that except for Seller's Broker, Peoples Company, no person or entity is entitled to any brokerage commission, auctioneer fee or finder's fee in connection with this transaction based upon dealings with the party making such representation and warranty. This warranty shall survive closing or the cancellation or termination of this Agreement for any reason. Seller and Buyer shall each indemnify the other party against any claim, loss, suit or action (including reasonable attorneys' fees and costs) incurred or suffered by the other party by reason of any claim by any other broker or finder for commissions or fees due, or claimed to be due, based upon such brokerage or finders dealings or purported dealings with the indemnifying party.
22. **Agriculture Property.** Buyer acknowledges that the Property lies partially or wholly within an agricultural district that is involved with the production of food and related agricultural products and that such farming activities include, but are not limited to, activities that cause noise, dust and odors. Buyer understands that the Property may have noise, dust and odors related to farming and that said noise, dust and odors may impact the quality of life for residential housing which is or may become situated on such Property.

23. **Buyer's Closing Deliveries.** On or before Closing, Buyer shall deliver to Seller the following.
- a. Balance of the Purchase Price due hereunder.
 - b. All other previously undelivered documents required to be delivered by Buyer to Seller at or prior to the Closing pursuant to this Agreement.
 - c. Such other documents and certificates as the Title Company may reasonably request in order to consummate the transactions described herein.
24. **Seller's Closing Deliveries.** On or before Closing, Seller shall deliver to Buyer the following.
- a. Recordable Special Warranty Deed executed by Seller conveying the Property to Buyer or its nominee, subject only to the Permitted Exceptions.
 - b. All other previously undelivered documents required to be delivered by Seller to Buyer at or prior to the Closing pursuant to this Agreement.
 - c. Such other documents and certificates as the Title Company may reasonably request in order to consummate the transactions described herein.
25. **Joint Closing Documents.** On or before Closing, Seller and Buyer shall jointly execute and deliver the following.
- a. A closing statement prepared in accordance with this Agreement.
 - b. All real estate tax declarations, statements, or certificates required by any applicable laws.
 - c. An ALTA Loan and Extended Coverage Owners Policy Statement commonly referred to as the "ALTA Statement."
26. **Zoning.** This Agreement shall NOT be subject to any zoning contingencies.
27. **Costs.**
- a. Seller shall bear the cost of all of the State and County transfer taxes, title search fees, owner's title insurance policy, 50% of the title company closing cost, satisfying payment of any mortgage or liens, recording any releases related thereto and Seller's Closing Protection Letter.
 - b. Buyer shall bear the cost of the lender's title insurance policy, 50% of the title company closing cost and recording the Deed and Buyer's Closing Protection Letter.
 - c. Each party shall be responsible for the cost of its own attorneys' costs, except as otherwise provided herein.
28. **Attorney's Fees.** Should Seller or Buyer bring any action against the other with respect to this Agreement, the party that does not prevail upon the action (the "non-prevailing party(ies)"), as determined by the court of competent jurisdiction, shall be liable to the prevailing party for any reasonable attorneys' fees, costs and expenses (including expenses of litigation) incurred by such other party and as determined by the court. This provision shall survive Closing. The term "prevailing party" shall be defined as identified in 770 ILCS 60/38.1(a)(5).
29. **Assignment.** There shall be no assignment of the rights and duties under this Agreement; provided, that the parties may assign the rights and obligations pursuant to a Section 1031 or 1033 exchange, but if such an assignment occurs the parties to this Agreement shall remain primarily liable to honor the terms of this Agreement.
30. **Words.** Words importing the masculine gender include the feminine, words importing the singular number include the plural and words importing the plural number include the singular.
31. **Time of the Essence.** The time for performance of the obligations of the parties hereto is of the essence in this Agreement. The time of payment shall be of the essence of this Agreement, and the acceptance by Seller of any payment after it falls due shall not constitute a waiver by Seller of any rights or remedies available to Seller with respect to any other payment or payments, or with respect to any breach of Buyer of any other obligation or obligations hereunder, whether past or future.

32. **Indemnity.** Seller and Buyer (each individually referred to herein as “Indemnitor”) agree to indemnify and hold harmless the other party from any and all liabilities, demands, claims, actions, damages and/or expenses, including, but not limited to reasonable attorney’s fees and costs of suit, arising from Indemnitor’s violation of the warranties, representations and/or covenants in this Agreement. The warranties, representations and covenants in this Agreement shall survive Closing.
33. **Cumulative Rights.** Each right, power and remedy herein conferred on Seller or Buyer is cumulative of every other right, power or remedy, whether herein or by law conferred, and the exercise of one or more of the same shall not be deemed or considered an election of remedies.
34. **Notices.** Title commitments, communications and all notices required with reference to this Agreement shall be in writing and shall be served by one Party or his/her attorney to the Other Party or his/her attorney. Business days are defined as Monday through Friday, excluding Federal and State holidays. Business hours are defined as 8:00 AM CST to 5:00 PM CST. Except as provided herein, notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given in the following manner:
- a. By personal delivery of such notice; or
 - b. By mailing of such notice to the addresses given herein by 1) Private Carrier w/ tracking such as FedEx or UPS; or 2) Certified U.S. Mail, Return Receipt Requested. Except as otherwise provided herein, notice which is served by certified US Mail shall be effective on the date of mailing if said notice is also sent via e-mail transmission to the intended recipient; or
 - c. By sending an e-mail transmission. Notice shall be effective as of the date and time of the e-mail transmission only if the recipient provides written acknowledgment to the sender of receipt of the transmission (by e-mail, facsimile or in person).
35. **No Implied Waiver.** No failure by Seller or Buyer to insist upon the strict performance of any term, covenant or agreement contained in this Agreement, no failure by Seller or Buyer to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment during the continuance of any Default by Buyer, shall constitute a waiver of any such term, covenant or Agreement or a waiver of any such right or remedy or a waiver of any such Default by Buyer or Seller, respectively.
36. **Captions for Convenience.** The headings and captions hereof are for convenience only and shall not be considered in interpreting the provisions hereof.
37. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and there shall be deemed substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.
38. **Binding Effect.** This Agreement shall extend to and be binding upon the heirs, executors, legal representatives, successors and assigns of the respective parties hereto. The terms, covenants, Agreements and conditions in this Agreement shall be construed as covenants running with the land.
39. **Governing Law.** The laws of the State of Illinois without giving effect to its conflicts of law principles shall govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding in the Livingston County Circuit Court in the State of Illinois. Each party waives, to the fullest extent permitted by law, 1) any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in the Livingston County Circuit Court in the State of Illinois and 2) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. Each party to this Agreement consents to the exclusive jurisdiction of the Livingston County Circuit Court in the State of Illinois for the purpose of all legal actions and proceedings arising out of or relating to this Agreement or the transactions it contemplates. Each party agrees that the exclusive choice of forum set forth in this paragraph does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum.
40. **Contribution to Agreement.** The parties acknowledge that they have contributed to the language of this Agreement and have had the full opportunity to review and comment on this Agreement. Consequently, the parties agree and understand that there shall be no presumption that the Agreement language be construed against or in favor of any of the parties to this Agreement.

41. **Counterparts.** This Agreement, and any modifications, may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the date of this Agreement. Instruments executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement, any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Commerce Security Act at 5 ILCS 70/1.15; 5 ILCS 175/1-101, *et seq.*, the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 *et seq.*, the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed.
42. **Entire Agreement.** This Agreement represents the entire Agreement of the parties. Any prior written or oral Agreements of the parties regarding the transaction that is the subject of this Agreement merge with and are superseded by this Agreement. No oral representation, warranty or covenant exists outside of this Agreement.
43. **Agreement Approval.** This Agreement was made available for review and inspection prior to the date of Auction Sale 1) at the office of Attorney Darrell E. Dies, P.C. and 2) at the Auctioneer's desk immediately prior to the Auction Sale on the date of the Auction Sale.

44. **Other Terms & Conditions [INITIAL CHANGES].** _____

IN WITNESS WHEREOF, the parties to these presents have executed several counterparts of this Agreement, which contains **10 pages in total (including Exhibit A)**, of equal effect. THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT WHEN SIGNED BY ALL PARTIES.

X: _____
Kania Family LLC, Seller
By: Jennifer Kania, Manager
Date _____

X: _____
Signature of Buyer
Date _____

X: _____
Signature of Buyer
Date _____

Information About Buyer's Attorney

Name: _____

Address: _____

Telephone Number: _____

E-Mail: _____

Information About Buyer's Lender

Anticipated Mortgage Lender: _____

Lender's Address: _____

Lender's Telephone No.: _____

Lender's Loan Officer, If Known: _____

Lender's Loan Officer's E-Mail: _____

The above-named designated Escrow Agent hereby accepts the escrow on the terms and conditions heretofore set forth.

X _____
Escrow Agent Date

EXHIBIT A – LEGAL DESCRIPTION

DRAFT