

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made the latest date of signing, by and between, Lincoln University d/b/a Lincoln College an Illinois not-for-profit corporation, incorporated under a special act of the Illinois legislature approved February 6, 1865, ("Seller") and _____, ("Buyer").

WHEREAS, Seller is the owner of certain unimproved farmland located in Logan County, Illinois, consisting of 40.00 acres, more or less, that is legally described on Exhibit A attached hereto and incorporated herein by reference, together with all easements, improvements, rights (including any subsurface rights owned by Seller) and appurtenances thereto (the "Property").

WHEREAS, Seller desires to sell the Property and Buyer desires to purchase the Property in accordance with the terms and conditions set forth in this Agreement

NOW, THEREFORE, for and in consideration of the following mutual covenants, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

SECTION 1. THE PROPERTY. For the price and upon and subject to the terms, conditions and provisions herein set forth, Seller shall sell and convey the Property to Buyer and Buyer shall purchase the Property from Seller.

SECTION 2. PURCHASE PRICE AND EARNEST MONEY.

A. **Purchase Price.** Buyer agrees to pay to Seller a purchase price in the total amount of \$ _____.

B. **Earnest Money.** Upon execution of this Agreement, the Buyer shall pay ten percent (10%) of the purchase price (\$ _____) as earnest money to be deposited and held in the trust account of Central Illinois Title Company, 145 South Water Street, Decatur, Illinois 62523 ("Title Company") for delivery to Seller at time of closing or as otherwise set forth in this Agreement. The balance of the purchase price, adjusted by prorations and credits allowed the parties by this Agreement, shall be paid to Seller at closing by wire transfer of immediately available funds or by other form of payment acceptable to Seller and Title Company.

SECTION 3. TITLE AND DEED. On the Closing Date, Seller shall sell and convey to Buyer merchantable title to the Property by Special Warranty Deed (the "Deed"), subject to no liens, charges, claims, actions, encumbrances or title exceptions of any kind whatsoever except the Permitted Exceptions (defined below). Title to the Property shall be insured by the Title Company as provided in Section 4.

SECTION 4. TITLE INSURANCE.

A. Commitment and Title Policy. Seller will furnish to Buyer a title insurance commitment (the "Title Commitment") issued by Title Company pursuant to which the Title Company will agree to issue to Buyer, an owner's policy of title insurance (the "Title Policy") on the ALTA standard policy form in the amount of the Purchase Price, insuring marketable fee simple title to the Property in Buyer upon recording of the Deed, subject only to the Permitted Exceptions. For purposes of this Agreement, "Permitted Exceptions" shall include: (a) the lien of general taxes for 2021 payable in 2022, and thereafter; (b) coal, oil, gas, mineral and other subsurface rights if previously conveyed or reserved; (c) building, use and zoning restrictions; (d) easements, apparent or of record; (e) covenants and restrictions of record which are not violated by the existing use of the Property; (f) rights of the public and units of government in and to that part of the Property taken, used or dedicated for highway purposes; and (g) rights-of-way for streams, drainage ditches, drainage tiles, feeders, laterals and underground pipes and pipelines, if any. Buyer shall give written notice to Seller within five (5) business days of the receipt of Title Commitment of any objections or exceptions to merchantability of title, and the failure to deliver such written notice shall be deemed a waiver by Buyer. Seller shall have until closing to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at closing. If Seller is unable to cure such exception, then Buyer shall have the option to terminate this Agreement, in which case Buyer shall be entitled to a refund of the earnest money.

B. Title Expenses. Seller shall pay for the cost of the Title Commitment, the Title Policy, Seller's share of the Title Policy search. Buyer shall pay for Buyer's share of the Title Policy search and any title insurance endorsements desired by Buyer, except to the extent Seller must obtain such endorsement to satisfy a title objection reasonably raised by Buyer. The balance of the cost of providing title insurance for Buyer and for Buyer's lender, if any, shall be borne by Buyer. Any closing fee charged by the Title Company to act as closing agent shall be divided equally between Buyer and Seller. The cost of any required Closing Protection Letters shall be paid by the parties as allocated by the Title Company.

C. Seller's Title Documents. Seller shall, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to the Title Company, on or before the Closing Date, such affidavits and other documents as the Title Company shall require as a condition to issuance of the Title Policy (collectively, "Seller's Title Documents").

SECTION 5. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer the following are true as of the date hereof and shall be true as of the Closing Date:

A. Title. Seller has good and marketable fee simple title in and to the Property. From the date hereof until the Closing Date, Seller shall not create, allow, or suffer to be created on the Property any easement, lien, mortgage, encumbrance, defect or other interest in favor of

third parties unless agreed to in writing by Buyer. There are no outstanding agreements, contracts, options to purchase, or rights of first refusal concerning the sale or other transfer of the Property other than this Agreement.

B. Improvements. There are no surface improvements on the Property.

C. Suits. No notices, suits or judgments relating to violations at the Property of zoning, fire, health laws and regulations have been received by Seller and Seller has no knowledge of the existence of any such violations. There is no action, proceeding or investigation pending or threatened against Seller before any court or governmental agency which would materially affect the transactions herein contemplated nor does Seller know or have grounds to know of any basis for such actions.

D. Non-Foreign Status. Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code, and no portion of the purchase price is required to be withheld by Buyer pursuant to Section 1445 of such Code and the regulations promulgated thereunder.

These representations and warranties are made as of the date of this Agreement and shall be true as of the Closing Date and shall survive the performance of this Agreement and the delivery of the Deed.

SECTION 6. BROKER. Seller and Buyer acknowledge that Seller has retained Heartland Ag Group Ltd, and Martin Auction (collectively “Broker”) in this transaction and shall pay a commission to Broker at closing pursuant to a separate agreement. Furthermore, if Buyer has chosen to bid online, Buyer shall pay a “buyer’s premium” to Broker at closing equal to one percent (1%) of the purchase price. Each party further represents and warrants to the other that no other real estate broker or agent has been used in connection with the purchase and sale of the Property by such party. Each party shall indemnify and hold the other party harmless from any and all claims for brokerage or finder’s fees arising out of the sale described in this Agreement by any person claiming to have been engaged by the indemnifying party.

SECTION 7. TAXES AND ASSESSMENTS; TRANSFER TAXES; RECORDING FEES.

A. Real Estate Taxes. All tax proration and credits hereunder shall be based on the most current tax information available on the Closing Date. Seller shall pay the real estate taxes for 2021 payable in 2022. All special assessments that are a lien upon the Property as of the Closing Date shall be Seller’s expense. All such taxes and special assessments shall constitute a credit to Buyer against the purchase price at closing, and shall release Seller from any further liability to Buyer in connection therewith. All such taxes shall be based on the most current information available at closing.

B. Transfer Taxes. Seller shall pay the cost of all state and county revenue stamps relating to the sale and conveyance of the Property (if any) and shall prepare the Illinois Real Estate Transfer Tax Declaration (“PTAX-203”).

C. Recording Fees. Seller shall pay the costs of recording any releases necessary to clear title. Buyer shall pay the costs of recording the Deed and any other documents conveying ownership.

SECTION 8. CLOSING.

A. Closing Date. Provided all conditions to closing set forth in this Agreement have been satisfied or waived, and this Agreement has not been terminated by either party in accordance with provisions herein set forth, the transaction contemplated herein shall be closed on March 31, 2022, or such other date agreed upon in writing by Buyer and Seller. Such date for the closing of title is herein called the “Closing Date”.

B. Closing Procedure. The transaction contemplated herein shall be closed at the offices of Central Illinois Title Company, 145 South Water Street, Decatur, Illinois 62523, or at such other place as the parties may agree in accordance with the following procedure:

- (1) Delivery of Documents by Seller. On or before the Closing Date, Seller shall deliver or cause to be delivered to the Title Company the following:
 - (a) The Deed and PTAX-203.
 - (b) Seller’s Title Documents.
 - (c) Such other documents, instruments, certificates and assurances as shall be required by the provisions of this Agreement and as are customarily required by the Title Company.
- (2) Deliveries by Buyer. On or before the Closing Date, Buyer shall deliver or cause to be delivered to the Title Company the following:
 - (a) The balance of the Purchase Price due at closing by wire transfer, adjusted as herein provided, plus the aggregate amount of closing costs for which Buyer is responsible as provided herein, all as shown on Buyer’s closing statement.
 - (b) Such other documents, instruments, certificates and assurances as shall be required by the provisions of this Agreement and as are customarily required by the Title Company.

SECTION 9. POSSESSION. Exclusive possession of the Property shall be delivered to Buyer on the Closing Date.

SECTION 10. DEFAULT. If Seller defaults under the terms of this Agreement and Buyer is in compliance hereunder, Buyer shall be entitled to pursue all remedies available at law and equity, including specific performance. If Buyer defaults under the terms of this Agreement and Seller is in compliance hereunder, Seller shall be entitled to pursue all remedies available at law and equity, including specific performance.

SECTION 11. 1031 EXCHANGE. The parties acknowledge that Buyer intends that this transaction may be part of a like kind exchange of real estate under Section 1031 of the Internal Revenue Code. In that regard, Seller agrees that Buyer may assign its interest in this Agreement to a qualified intermediary escrowee, and further agrees to cooperate with Buyer in facilitating a like kind exchange of real estate, including the execution of any and all documentation necessary for same provided that additional expenses will not result to Seller. All expenses related to said like kind exchange shall be the responsibility of Buyer. Such assignment by Buyer shall not release Buyer of Buyer's responsibility hereunder or reduce Seller's rights hereunder.

SECTION 12. INDEMNIFICATION.

A. **By Seller.** Seller shall indemnify Buyer from all costs, damages, expenses, liability or penalties, including reasonable attorney's fees, incurred by or imposed upon Buyer due to: (i) an injury or damage suffered prior to the Closing Date by reason of the condition of the Property; (ii) Seller's use or ownership of the Property prior to the Closing Date or a condition existing on the Property prior to the Closing Date in violation of any federal, state or local environmental, health, or zoning statute or regulation; or (iii) the inaccuracy or falsity of any of Seller's representations or warranties when made.

B. **By Buyer.** Buyer shall indemnify Seller from all costs, damages, expenses, liability or penalties, including reasonable attorney's fees, incurred by or imposed upon Seller due to (i) an injury or damage suffered after the Closing Date by reason of the condition of the Property; (ii) Buyer's use or ownership of the Property from and after the Closing Date or a condition arising on the Property after the Closing Date in violation of any federal, state or local environmental, health or zoning statute or regulation; or (iii) the inaccuracy or falsity of any of Buyer's representations or warranties when made.

C. **Survival.** These indemnities shall survive the performance of this Agreement and the delivery of the Deed.

SECTION 13. TIME. Time is of the essence of this Agreement.

SECTION 14. NOTICES. All notices hereunder shall be sent by overnight delivery service or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Seller: Lincoln College
ATTN: Tiffany Worth
300 Keokuk Street
Lincoln, IL 62656

With a copy to
Seller's Attorney: Scott E. Garwood
Samuels, Miller, Schroeder, Jackson & Sly, LLP
225 N. Water Street, Suite 301
Decatur, IL 62523
Telephone: 217-429-4325
Email: garwood@samuelsmiller.com

If to Buyer: _____

With a copy to
Buyer's Attorney: _____

Telephone: _____
Email: _____

Either party may designate a different address or addresses by notice similarly given. Any notice given by registered or certified mail shall be deemed to have been given on the third day after the same is deposited in the mail; and any notice not so given shall be deemed to have been given upon receipt of the same by the parties to whom the same is to be given.

SECTION 15. ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire Agreement with respect to the transactions contemplated herein and therein, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the same. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by them.

SECTION 16. HEADINGS. The headings in this Agreement have been inserted for convenience of reference only, and shall not be deemed to modify or restrict any provision hereof, nor be used to construe any such provision.

SECTION 17. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

SECTION 18. WAIVER. No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

SECTION 19. ASSIGNMENT. Buyer may assign his interest in and rights under this Agreement to a related party, including but not limited to an entity owned or controlled by Buyer and/or persons with a family relationship to Buyer. In the event of such assignment, Buyer shall remain liable as a guarantor for the performance of this Agreement by the assignee.

SECTION 20. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of, and bind, the parties hereto and their respective successors and assigns.

SECTION 21. ATTORNEYS' FEES. A defaulting party shall pay all expenses, reasonable attorneys' fees and court costs incurred in good faith by the other party in enforcing the terms of this Agreement.

SECTION 22. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall be one document and may be executed on one or more signature pages. Email and facsimile signatures shall be deemed original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written below.

SELLER:

LINCOLN UNIVERSITY d/b/a LINCOLN
COLLEGE

By: _____

David M. Gerlach, President

EIN: _____

Date: _____, 2022

BUYER:

Print Name: _____

Date: _____, 2022

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Northeast Quarter of the Northeast Quarter of Section 31, Township 21 North, Range 2 West of the 3rd Principal Meridian, Logan County, Illinois

PIN: 09-031-001-00