

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is dated and effective as of March 2nd, 2026 (“**Effective Date**”) and is by and between the Board of Education of Lyons Township High School District No. 204 (the “**Board**”), and MoHall Commercial & Urban Development, LLC, an Illinois limited liability corporation (the “**Consultant**”).

WHEREAS, the Board owns approximately 72 acres of land located at the corner of 79th Street and Willow Springs Road, Willow Springs, Illinois (“**Real Estate**”); and

WHEREAS, the Board desires to retain a real estate consultant to perform professional services related to the Real Estate, as set forth in this Agreement, which include, but are not limited to, valuation of the Real Estate and possible marketing of the Real Estate for sale; and

WHEREAS, the parties hereto desire to enter into this Agreement and to be bound by the terms and conditions hereof.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

1. **Engagement of Consultant.** The Board engages the Consultant to perform and to provide the professional services as set forth in Exhibit A attached hereto and incorporated herein (collectively, the “**Services**”). The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement. The term of this Agreement shall be from the Effective Date until the earlier of the following events to occur: (i) the closing on the sale of the Real Estate; or (ii) the Board determines not to sell the Real Estate and informs Consultant in writing of such. Immediately upon execution of this Agreement by the parties, the parties shall schedule a meeting to jointly establish a schedule for the provision of the Services hereunder, the tentative date for the Board meeting for the adoption of the sale resolution, the tentative date for the opening of bids and the tentative date for the award of a contract, if any, as well as all other actions that should be identified in the schedule.

2. **Representations of Consultant.** The Consultant represents that it is sufficiently experienced and competent to perform the Services in a manner consistent with the standards of professional practice by recognized consultants providing services of a similar nature.

3. **Fee.** As compensation for the Services, the Board will pay the Consultant the flat fee of \$45,000.00. The Fee shall be due in three (3) equal installments as follows: (i) Fifteen Thousand Dollars (\$15,000) shall be due to the Consultant within thirty (30) days of the Effective Date of this Agreement; (ii) Fifteen Thousand Dollars (\$15,000) shall be due to the Consultant upon the six (6) month anniversary of this Agreement; and (iii) the final Fifteen Thousand Dollars (\$15,000) shall be due to the Consultant within thirty (30) days of the sale of the Real Estate or within thirty (30) days of the Board’s written notice that it is no longer selling the Real Estate. The Consultant shall invoice the Board for the Fee in accordance with the above schedule. Payment of the Fee will be made in accordance with the Illinois *Local Government Prompt Payment Act*. The Board shall not be responsible to the Consultant for any additional fees, costs or expenses of any kind whatsoever related to the provision of the Services unless agreed to in advance and in writing by the Board. Unless specifically provided otherwise in this Agreement, the Consultant shall be entitled to its full

Fee should this Agreement be terminated by the Board pursuant to Paragraph 17. Further, notwithstanding anything in this Agreement to the contrary, Consultant shall be entitled to the outstanding balance of its Fee within thirty (30) days of the sale of the Real Estate or within thirty (30) days of receipt of the Board's notice it is no longer selling the Real Estate.

4. **Time of Performance.** As of the Effective Date and for the duration of the Agreement, the Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement as provided in Paragraph 1 above.

5. **Reporting.** The Consultant shall regularly report to the Board regarding the progress of the Services during the term of this Agreement, but in no event less than once per week. Further, Consultant shall document all outreach efforts and feedback and shall include such information in its updates. Finally, Consultant shall maintain records of all marketing materials, bidding documents, bids, and communications sent and received related to the Services and shall provide a copy of such documents to the Board upon request and upon the termination of this Agreement.

6. **Confidential Information.** The term "***Confidential Information***" shall mean information in the possession or under the control of the Board relating to the educational, employee, student record, technical, business, or corporate affairs of the Board, including, without limitation, any information pertaining to usage of the Board's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement.

7. **No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it may, in performing the Services for the Board under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Board. The Consultant may disclose Confidential Information if consented to in writing by the Board, or if required pursuant to any judicial or administrative proceeding, but only after providing written notice to the Board of such potential release.

8. **Return of Confidential Information and Board Property.** Upon the termination of this Agreement, the Consultant shall return all Confidential Information and other property, documentation, or records belonging to the Board to the Superintendent.

9. **FOIA.** As an independent contractor of the Board, records in the possession of the Consultant related to this Agreement may be subject to the Illinois *Freedom of Information Act* ("FOIA"). The Consultant, at the Consultant's cost, shall immediately provide the Board with any such records requested by the Board to respond timely to any FOIA request received by the Board. The Board will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Consultant refuses to provide a record that is the subject of a FOIA request to the Board and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the Board in any way, the Consultant shall reimburse the Board for all costs, including attorneys' fees, incurred by the Board related to the FOIA request and records at issue.

10. **Indemnification.** To the fullest extent allowed by law, Consultant agrees to indemnify, defend and hold harmless the Board, its individual Board members, employees, and agents, (collectively “**Indemnified Parties**”) from and against any and all claims, demands, actions, causes of action, liabilities, damages, losses, fines, penalties and expenses, including, without limitation, reasonable attorneys’ fees and expenses, resulting from or arising out of any act or omission of the Consultant and any breach of contract by Consultant under this Agreement. The obligations of Consultant under this Paragraph shall not be construed to negate, abridge, or reduce other rights of any of the Indemnified Parties or Consultant’s obligations of indemnification. The indemnification obligations set forth in this Paragraph shall survive the termination of this Agreement.

11. **Infringement.** The Consultant warrants that no third party has any claim to any trademark, patent, or proprietary interest in any services Consultant provides to the Board. The Consultant will defend, hold harmless, and indemnify the Indemnified Parties against any claims brought by a third party alleging an infringement of a patent, copyright, trademark, trade secret, or other proprietary right of a third party.

12. **Insurance.** During the term of this Agreement, the Consultant, at its sole cost and expense, and for the benefit of the Board, shall carry and maintain Professional Liability Insurance, on a per claim basis, in an amount of no less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. The Consultant shall maintain this insurance, in at least the above stated minimums, for three (3) years following the termination of this Agreement. All insurers shall be licensed by the State of Illinois with an A.M. Best credit rating of at least A, and a financial strength rating of at least VII by A.M. Best or comparable rating service. The Consultant shall provide the Board with a certificate of insurance reasonably acceptable to the Board, evidencing the existence of the coverage described above, including form and deductibles, prior to providing the Services and upon demand from the Board thereafter. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the Board to terminate this Agreement immediately and obtain a refund of all Fees previously paid. All policies of insurance shall provide by endorsement, if necessary, that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least thirty (30) days prior written notice to the Board. Additionally, the Consultant, on its behalf and that of its insurers, to the fullest extent permitted by the applicable insurance policy without invalidating any coverage thereunder, waives any rights of subrogation the Consultant and the applicable insurer may have against any of the Indemnified Parties. The Consultant shall provide the Board with full copies of all insurance policies required herein upon request.

13. **No Personal Liability.** No elected or appointed official or employee of the Board shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

14. **Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Board and the Consultant. Consultant acknowledges that Consultant is providing Services subject to its independent, professional judgment, separately and independently from the Board’s control, supervision, direction and evaluation; that Consultant has a full

opportunity to find other business; that it has made its own investment in its business; and that it will utilize a high level of skill necessary to perform the Services described.

15. **Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge: (1) no Board member or employee or agent thereof is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, the Consultant does not have any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement. Further, neither Consultant nor anyone affiliated with Consultant in anyway whatsoever shall bid on the sale of the Real Estate. The breach of any of the provisions of this Paragraph 15 shall be considered a material breach of this Agreement entitling the Board to a terminate the Agreement and receive a full return of the Fee paid hereunder, as well as to pursue any and all other remedies available to it against the Consultant.

16. **License and Assignment of Rights.** To the extent that the Consultant has intellectual property rights of any kind in any pre-existing works that are subsequently incorporated in any work or work product produced in rendering the Services, the Consultant hereby grants the Board a royalty-free, irrevocable, world-wide, perpetual, non-exclusive license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell, license, disclose, publish, or otherwise disseminate or transfer such subject matter. The Consultant further agrees that it will promptly make full written disclosure to the Board, will hold in trust for the sole right and benefit of the Board, and hereby assigns to the Board, or its designee, all right, title, and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which they may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, developed for the Board in the course of providing the Services under this Agreement. The Consultant further acknowledge that the inventions, original works of authorship, developments, concepts, know-how, improvements, or trade secrets which are made by the Consultant (solely or jointly with others) within the scope of and during the period in which the Consultant is retained by the Board are "works made for hire" (to the greatest extent permitted by applicable law) for which compensation is being paid to the Consultant pursuant to this Agreement.

17. **Termination for Convenience.** Notwithstanding any other provision hereof, the Board may terminate this Agreement at any time upon written notice to the Consultant. If this Agreement is terminated under this Paragraph 17, the Consultant shall be entitled to the balance of its Fee as provided in Paragraph 1.

18. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

19. **Assignment.** This Agreement may not be assigned by the Board or by the Consultant without the prior written consent of the other party, which consent may be withheld in such party's discretion.

20. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) personally; (2) by a reputable overnight courier with proof of delivery; or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) deposit with an overnight courier as evidenced by a receipt of deposit; or (c) deposit in the U.S. mail, as evidenced by a return receipt.

Notices and communications shall be addressed to and delivered to the Board and the Consultant as follows:

BOARD:

Lyons Township High School District 204
Attn: Dr. Brian Waterman, Superintendent
100 South Brainard Ave
LaGrange, Illinois 60525

CONSULTANT:

MoHall Commercial & Urban Development
Attn: Moses E. Hall, CCIM
50 N Orleans St #9000n
Chicago, IL 60654

21. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Board or the Consultant.

22. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

23. **Time.** Time is of the essence in the performance of this Agreement.

24. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, federal, State, or Board holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal, State, or Board holiday.

25. **Governing Laws.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois, notwithstanding its choice of law provisions. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court of Cook County, Illinois, or the U.S. District Court for the Northern District of Illinois, Eastern Division.

26. **No Waiver.** The failure of either party to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no waiver had occurred.

27. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

28. **Authority to Execute.** Each individual signing this Agreement on behalf of the entity that constitutes the Board and the Consultant, represents and warrants that the individual is duly authorized to execute and deliver this Agreement on behalf of the entity, and that this Agreement is binding on the Board and the Consultant, as the case may be, in accordance with its terms.

29. **Survival of Terms.** Paragraphs 10 and 15, and any provisions of this Agreement which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties to this Agreement.

30. **Exhibit.** Exhibit A is incorporated into and made part of this Agreement. To the extent there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement shall control.

31. **Captions.** The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the contents, but are not part of the context.

32. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Agreement.

33. **Compliance with Laws.** Consultant shall comply with all applicable laws, ordinances, rules, regulations and codes as well as all Board policies and regulations and procedures, now in force or which may hereafter be in force, pertaining to the Services provided under this Agreement. Furthermore, Consultant represents and warrants that Consultant currently has, and shall maintain during the term of this Agreement, all licenses, permits and approvals required to perform the Services hereunder if required by law or by other terms of this Agreement. Consultant represents and warrants to the Board that Consultant is not a convicted child sex offender or otherwise prohibited from being present on Board property. Consultant also shall abide by all laws and Board policies and procedures applicable to their presence on school property and the provision of services under this Agreement. Smoking and use and possession of alcohol and illegal drugs and cannabis are prohibited on school property.

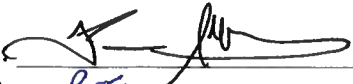
34. **Certifications.** As required by the *Criminal Code of 2012*, by executing this Agreement, Consultant certifies that it is not barred from contracting with any unit of State or local government for any reason whatsoever, including, but not limited to, a violation of the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code of 2012* or as a result of a violation of any other law. Consultant acknowledges that the Board may declare this Agreement void if the certification herein is false and obtain a full refund of the Fee.

SIGNATURE PAGE TO FOLLOW:

IN WITNESS WHEREOF, this Agreement is effective as of the Effective Date.

BOARD:

**BOARD OF EDUCATION OF
LYONS TOWNSHIP HIGH SCHOOL
DISTRICT NO. 204**

By: 
Its: BoE
Date: 3/2/26

CONSULTANT:

**MOHALL COMMERCIAL & URBAN
DEVELOPMENT, LLC**

By: Moses Hall
Its: CEO
Date: 02/25/2026

EXHIBIT A

SERVICES

Valuation and Analysis

- Provide a written independent broker's opinion of value of the Real Estate based on comparable sales data, zoning and land use analysis, highest and best use analysis, market trends and economic indicators, as well as other relevant data and factors to provide the opinion of value.
- Identify and inform the Board of potential factors affecting the value of the Real Estate, including, but not limited to, land use regulations, infrastructure and access issues, environmental and topographic issues, zoning and regulatory requirements and surrounding development activities.
- Advise the Board on options for optimizing the sale price of the Real Estate, which include, but are not limited to, subdividing the Real Estate into smaller parcels, identifying developer incentives to unlock higher value uses, timing of the sale of the Real Estate to maximize favorable market cycles, and providing public private partnerships options or other creative finance options to maximize the sales price.

Marketing Plan

- In conjunction with the Board, develop and implement a professional digital and print marketing strategy, which shall include a high-quality offering memorandum that highlights the Real Estate's features and includes property maps, aerial photography, zoning information, demographic data and possible site plans to generate interest in the purchase of the Real Estate by qualified developers and buyers on a local, state, regional, and national level.
- In conjunction with the Board, prepare marketing materials for publication and distribution to potential purchasers describing the property and its attributes.
- Consultant shall develop and implement a targeted buyer outreach program that targets potential purchasers including, but not be limited to, local governments, state and federal governmental agencies, land trusts, park districts, local, state, regional, and national retail developers, local, state, regional, and national residential home builders, local, state, regional, and national senior housing developers, local, state, regional, and national retail and mixed-use developers and local, state, regional, and national institutional land developers, using industry networks (e.g. CCIM, NAIOP, Urban Land Institute and Chicago Association of Realtors) and personal contact to broaden the awareness of the sale of the Real Estate. The publication and distribution of all marketing shall be performed by Consultant at its expense.
- Upon the approval of a resolution authorizing the sale of the Real Estate by the Board, list the Real Estate for sale in accordance with the bid terms and conditions on appropriate listing services such as, the MLS, CoStar, LoopNet and Brevitas.
- Identify and target potential purchasers and invite them to submit a qualified bid in accordance with the *School Code* and the terms and conditions of sale.
- Advise the Board on effective methods for promoting the Real Estate while maintaining transparency and compliance with applicable laws and regulations.

Consulting Services

- Work with the Board and its attorneys throughout the sales process by providing advice on potential bidders, analyzing submitted bids, advising on zoning issues, including, but not limited to, attending zoning, planning and village meetings regarding any change in zoning related to the Real Estate, reviewing and advising on the terms of the sale of the Real Estate and any other services reasonably related to the sale of the Real Estate.
- Assist the Board in preparing bid documents that comply with the Illinois *School Code*, as well as all other applicable laws, rules and regulations.
- In conjunction with the Board, preparing a schedule for the provision of Services hereunder and the sale of the Real Estate, including recommendations on timelines, required documents and due diligence issues.
- Attend Board meetings and administrative meetings as requested.
- Document all outreach efforts and feedback from potential bidders and provide regular status updates to the Board as provided in Paragraph 5 of the Agreement as appropriate, but in no event less than once per week, summarizing interest in the Real Estate and market sentiment.
- Assist the Board with community and stakeholder communications as requested by the Board, which services may include, but are not limited to, assisting in preparing for community presentations and presenting at community and stakeholder meetings.
- Assist with the sale of the Real Estate by facilitating site visits, coordinating due diligence requests and assisting with the closing as needed.
- Engage and manage additional real estate professionals to assist in providing the Services (e.g. environmental consultants and civil engineers) as requested in writing by the Board. The cost of any additional real estate professionals shall be borne by the Board at cost.
- Provide additional services reasonably related to the valuation, marketing and sale of the Real Estate, as requested by the Board.

3007591.2