# LYONS TOWNSHIP HIGH SCHOOL DISTRICT NO. 204

## ADDENDUM NO. 1
## TO THE
## TERMS AND CONDITIONS
## FOR THE
## SALE OF REAL PROPERTY LOCATED AT
## 8100 WILLOW SPRINGS ROAD, WILLOW SPRINGS, ILLINOIS 60480

**Revisions to Terms and Conditions of Sale:** This Addendum No. 1 to the Terms and Conditions for the Sale of Real Property located at 8100 Willow Springs Rd., Willow Springs, Illinois 60048, modifies the Bidders' Information Packet as follows:

1. Paragraph 5 of the Real Estate Purchase Agreement in Section G of the Terms and Conditions is revised as noted below. Strike-through items are deleted and underlined items are added.

> 5. **Correction of Defects**. If the title commitment herein required discloses Unpermitted Exceptions, and Purchaser~~Seller~~ provides written notice to ~~Purchaser~~ Seller of those Unpermitted Exceptions to which it objects within five (5) days of the receipt of the title commitment, Seller shall have thirty (30) days from the date of delivery thereof to have the exceptions removed from the title commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and, in such event, the Closing (defined in Paragraph 6 below) shall be extended to a date fifteen (15) days after delivery of the corrected commitment or the time specified in Paragraph 6 hereof, whichever is later. If Purchaser fails to provide written notice of any Unpermitted Exceptions within the time provided, Purchaser waives its right to object to such Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above, as to such exceptions within the specified time, Purchaser may, upon five (5) days prior written notice, terminate this Agreement and shall be entitled to a return of the Earnest Money, with any interest earned thereon, as Purchaser's sole remedy.

**Answers to Bidder Questions:** The Board also answers the following questions:

1. **Question**: Should bidders submit site plans or additional information regarding their proposed development of real estate?

> ***Answer***: No. Submit only those documents specifically requested in the Terms and Conditions: a complete Bid Form and Proof of Authority to Execute the Real Estate Purchase Agreement. (See Section F of Terms and Conditions: See also Bid Form).

2. **Question**: Is the Board willing to revise the Real Estate Purchase Agreement contained in the Terms and Conditions as shown in the attached red line strikeout version?

***Answer***: The Board declines to accept the proposed revisions. For bidder reference, a copy of the proposed revisions is attached hereto as Exhibit A.

**EXHIBIT A**
**TO ADDENDUM NO. 1**

**REQUESTED REVISIONS TO REAL ESTATE PURCHASE AGREEMENT**

# REAL ESTATE PURCHASE AGREEMENT

**THIS REAL ESTATE PURCHASE AGREEMENT** ("**Agreement**") is made and entered into this 16th day of November, 2026, by and between _____ _____ ("**Purchaser**") and the Board of Education of Lyons Township High School District No. 204, Cook County, Illinois, ("**Seller**") for the sale and purchase of the real property located at 8100 Willow Springs Road, Willow Springs, Illinois, also identified as P.I.N.s 18-32-103-006, 18-32-103-004, and 18-32-101-001.

**WITNESSETH**:

**WHEREAS,** Seller currently holds title to the real estate located at 8100 Willow Springs Road, Willow Springs, Illinois, Cook County, also identified as P.I.N.s 18-32-103-006, 18-32-103-004, and 18-32-101-001, and legally described on Exhibit "A" attached hereto and made a part hereof (said real estate, together with all improvements, fixtures, easements, appurtenances and benefits pertaining thereto being hereinafter referred to as the "**Real Estate**"); and

**WHEREAS,** Purchaser desires to purchase the Real Estate from Seller, and Seller desires to sell the Real Estate to Purchaser, upon the terms and conditions hereinafter set forth; and

**WHEREAS,** pursuant to Section 5-22 of the *School Code*, Seller has the authority to transfer title of the Real Estate to Purchaser; and

**WHEREAS,** Seller has determined, by two-thirds of its Board of Education, that the Real Estate is unnecessary, unsuitable, and inconvenient for the uses of the School District.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of Seller and Purchaser, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. **Sale and Purchase**. Seller agrees to sell and Purchaser agrees to purchase the Real Estate on the terms and conditions herein set forth at a price of _____ _____ ($_____) ("**Purchase Price**"), plus or minus prorations at the time of Closing (defined in Paragraph 6 below). Within two (2) ~~days~~Business Days of Purchaser's execution of this Agreement, Purchaser shall pay 1% of the Purchase Price as earnest money (hereinafter "**Earnest Money**") in the form of a certified or cashier's check or by wire transfer. The Earnest Money shall be applied to the Purchase Price at the Closing. The Earnest Money shall be held by the Title Company, as hereinafter defined, in a strict joint order escrow, for the mutual benefit of the parties. The cost of the joint order escrow shall be borne by Purchaser. In the event that this Agreement is terminated in any manner, including due to the default or breach of Seller, or the transaction herein described is not consummated for a reason other than a default of the Purchaser, the Earnest Money, together with any interest earned thereon, shall be refunded to Purchaser as Purchaser's sole remedy against the Seller. Purchaser shall pay the balance of the Purchase Price, as adjusted by prorations as described in the Agreement, at the Closing.

2. **Conveyance**. At the Closing, Seller shall convey or cause to be conveyed to Purchaser or Purchaser's nominee by recordable Quit Claim Deed (the "**Deed**") the Real Estate, subject only to (a) general real estate taxes not due and payable as of the date of the Closing; (b) acts of Purchaser; (c) covenants, conditions, easements and restrictions of record as detailed in the ALTA Commitment for Title Insurance issued by Chicago Title as Commitment Number CCHI2601477LD and dated March 17, 2026; all special governmental taxes or assessments for improvements not yet completed and unconfirmed special governmental taxes or assessments; and (d) all encroachments disclosed on the survey provided under Paragraph 3 below (the "**Permitted Exceptions**"). Items that are not permitted exceptions specifically detailed herein shall be considered Unpermitted Exceptions.

3. **Survey**. Purchaser acknowledges that it has received an ALTA/NSPS Land Title Survey of the Real Estate prepared by WT Group, dated June 3, 2026, as part of the bid packet for the sale of the Real Estate. To the extent required by the Title Company to remove the general exceptions from the Title Policy to be provided hereunder by Seller, Seller, upon request from Purchaser, shall provide an affidavit of no-changes or similar document to the Title Company so that Purchaser may obtain extended coverage on the Title Policy.

4. **Evidence of Title**. Seller shall deliver, or cause to be delivered, to Purchaser within thirty (30) days from the date hereof, a current title commitment from ~~a title company of Seller's choice~~Chicago Title Insurance Company located at 2441 Warrenville Road, Suite 100, Lisle, IL 60532 ("**Title Company**") for an ALTA owner's title insurance policy in the amount of the Purchase Price~~.~~ (such commitment, the "**Title Commitment**," and such policy, the "**Title Policy**," as each may be amended or updated). The aforesaid commitment shall show title in the intended grantor, Purchaser, or Purchaser's predecessor, subject only to the Permitted Exceptions. The ~~title commitment~~Title Commitment shall be conclusive evidence of good title as therein shown as to all matters to be insured by the ~~title policy~~Title Policy subject only to the exceptions therein stated. All costs of obtaining the aforesaid ~~commitment~~Title Commitment and ~~title policy~~Title Policy shall be paid by Seller. ~~The~~Except for the ALTA extended coverage endorsement, the cost of any other endorsements ~~or extended coverage~~ shall be borne by Purchaser.

~~A.~~5. **Correction of Defects**. If the title commitment herein required discloses Unpermitted Exceptions, and ~~Seller~~Purchaser provides written notice to ~~Purchaser~~Seller of those Unpermitted Exceptions to which it objects within five (5) ~~days~~Business Days of the receipt of the ~~title commitment~~Title Commitment, Seller shall have thirty (30) days from the date of delivery thereof to have the exceptions removed from the title commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and, in such event, the Closing (defined in Paragraph 6 below) shall be extended to a date fifteen (15) days after delivery of the corrected ~~commitment~~Title Commitment or the time specified in Paragraph 6 hereof, whichever is later. If Purchaser fails to provide written notice of any Unpermitted Exceptions within the time provided, Purchaser waives its right to object to such Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed, or in the alternative, to obtain the

commitment for title insurance specified above, as to such exceptions within the specified time, Purchaser may, upon five (5) ~~days~~Business Days prior written notice, terminate this Agreement and shall be entitled to a return of the Earnest Money, with any interest earned thereon, as Purchaser's sole remedy.

6. **Closing**. The Closing of the transaction herein described (the "**Closing**") shall be on a date mutually agreeable to the parties within ~~forty five (45~~fifteen (15) days after the expiration of the Due Diligence Period provided in Paragraph 11.1 of this Agreement (or on the date to which such time is extended by reason of Paragraph 5 or Paragraph 11 hereof, whichever date is later) at the offices of the Title Company or at such other location as the parties mutually agree. The transaction herein contemplated may, upon election of either party, be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of a Deed and Money escrow then in use by said Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the consideration and delivery of the Deed shall be made through the escrow and the cost of said escrow shall be equally divided between Seller and Purchaser.

7. **Delivery of Possession**. Seller shall deliver possession and control of the Real Estate on the day of the Closing.

8. **Closing Adjustments**. Seller will provide evidence satisfactory to Purchaser at the Closing that all general real estate taxes for which bills have been issued have been paid in full or that the Real Estate is exempt from real estate taxes.

9. **Covenants, Representations, and Warranties**. In order to induce Purchaser to enter into this Agreement, Seller hereby represents to Purchaser as of the date hereof and as of the date of Closing that, to Seller's knowledge:

   A. Authority of Seller. Seller has full power to execute, seal, acknowledge, and deliver this Agreement, and to consummate each and all of the transactions contemplated hereby.

   B. Violation of Laws. Seller has not received any notice relating to any violations of applicable laws, ordinances, statutes, rules, regulations or restrictions pertaining to or affecting the Real Estate.

   C. Notice of Legal Proceedings. Seller has not received any notice relating to any legal actions, suits, or other legal or administrative proceedings, including pending assessments, condemnation, eminent domain, or quiet title cases, pending or threatened, against the Real Estate.

   D. Foreign Status of Seller. Section 1445 of the Internal Revenue Code (the "**Code**") does not apply to this transaction in that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are

defined in the Code and Income Tax Regulations). On or before the date of the Closing, Seller shall provide Purchaser with an affidavit of compliance with Section 1445, as set forth in the Code and applicable regulations. If Seller fails to provide the necessary affidavit and/or documentation of exemption on or before the date of Closing, or if Purchaser has reason to believe such affidavit is false or incorrect, Purchaser shall have the right to proceed with the withholding provisions as set forth in Section 1445 of the Code.

E. Notice of Action. From the date hereof through the Closing, Seller shall promptly comply with and forthwith give notice to Purchaser of all notices received by Seller relating to the Real Estate given pursuant to any threatened or actual litigation or any state, city, or municipal law, ordinance, regulation, or order, and shall comply with the requirements of any authority, state, city or municipal department or other governmental entity having jurisdiction over the Real Estate or the use thereof.

F. To the best of Seller's actual knowledge, Seller has not disposed of or released Hazardous Substances in or on the Property, and Seller has no actual knowledge of Hazardous Substances being present in or on the Property. For purpose of this paragraph, the term "**Property**" includes, without limitation, surface water and groundwater in, on or below the surface of the Property. The term "**Hazardous Substances**" means: (i) those substances listed in, defined in, regulated under or that may create legal responsibilities under the following Federal Statutes or the laws of the State of Illinois with a similar purpose, and all regulations thereunder, as they exist at the Closing Date or as previously enforced: the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Solid Waste Disposal Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Safe Drinking Water Act, the Atomic Energy Act, the Oil Pollution Act of 1990, the Emergency Planning and Community Right-to-Know Act of 1986 the Clean Air Act, any other Federal, state, or local environmental, health or safety statute, ordinance, code, rule, regulation, order, or decree regulating, relating to or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous wastes, substances, material, gas, or particulate matter as now or at any time hereinafter in effect (collectively, the "**Environmental Laws**"); and (ii) if not otherwise described by (i), any petrochemical or petroleum products, oil or coal ash, coal slag, pesticides, explosives, radioactive materials, radon gas, lead paint, asbestos in any form that is or could be friable, urea formaldehyde foam insulation, underground storage tanks, pipelines, or any transformers or other equipment that contain dielectric fluid which may contain polychlorinated biphenyls. There are no pending, or anticipated suits, actions, investigations, proceedings, liens, or notices from any governmental or quasi-governmental agency with respect to the Property, Seller, or Environmental Laws.

10. **Provisions with Respect to the Closing**. At the Closing, Seller shall deliver (in addition to the Deed referred to in paragraph 2 above) to the Purchaser the following fully executed documents:

A. A non-foreign affidavit in accordance with Section 1445 of the Internal Revenue Code;

B. Affidavit of Title in customary form;

C. Closing Statement executed by the parties;

D. Applicable Real Estate Transfer Declarations;

E. Quit Claim Deed in customary form conveying the Real Estate to Purchaser subject only to the Permitted Exceptions; and

F. All such further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and any and all such further instruments and documents as are reasonably required by the Title Company to issue the Title Commitment described in Paragraph 4 hereof.

11. **Conditions to Purchaser's Obligations to Close**. Purchaser shall have no obligation to consummate the transaction provided for by this Agreement (but Purchaser shall be entitled to consummate the transaction provided hereby) unless each and every one of the following conditions shall have been satisfied:

A. This Agreement shall not have been previously terminated pursuant to any other provision hereof.

B. The Seller shall be prepared to deliver to Purchaser all instruments and documents to be delivered to Purchaser at the Closing pursuant to the terms and provisions hereof.

C. No eminent domain or condemnation proceeding shall have been initiated which might result in the taking of any part of the Real Estate. Seller shall immediately notify Purchaser in writing of the occurrence of any eminent domain proceedings, or the receipt of a written notice stating that such an action is contemplated.

D. There shall have been no material change in, damage to, or casualty suffered by the Real Estate. In the event of any casualty the provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement.

11.1 **Due Diligence**. The Purchaser shall have the following due diligence period:

A. Commencing on the "**Effective Date**" (defined in Paragraph 23), Purchaser shall have a period of One Hundred Eighty (180) days (the "**Due Diligence Period**") in which to conduct any and all studies, tests, evaluations, investigations and to file any permits and pursue any use or zoning approvals, and to take such other action as Purchaser deems necessary or desirable by Purchaser in connection with Purchaser's contemplated use, construction, development and/or operation of the

Real Estate ("**Due Diligence**"). Prior to commencing any Due Diligence on the Real Estate, and for the duration of the Due Diligence Period, the Purchaser shall maintain commercial general liability insurance, on an occurrence basis, in such amounts as the Seller may reasonably require, but in no event less than $1,000,000 per occurrence and $2,000,000 in the aggregate, naming the Seller, its individual board members, agents and employees as additional insureds thereon. The Purchaser shall provide evidence of such insurance to the Seller in a form reasonably satisfactory to Seller prior to commencing any Due Diligence. ~~**PURCHASER IS STRONGLY ENCOURAGED TO PROMPTLY COMMENCE ITS DUE DILIGENCE AS THE DUE DILIGENCE PERIOD CAN NOT BE EXTENDED. IF THE CONTRACT IS TERMINATED UNDER PARAGRAPH 11.1.B, THE PURCHASER SHALL INCLUDE IN ITS TERMINATION LETTER TO SELLER A CHRONOLOGY OF STEPS IT TOOK IN PERFORMING ITS DUE DILIGENCE HEREUNDER.**~~

B. Purchaser shall proceed to conduct its inspections and seek any permits and use or zoning approvals and otherwise conduct any Due Diligence with reasonable promptness and in good faith. Seller agrees to reasonably cooperate with Purchaser and to execute such applications or other documents, to the extent legally permissible, and as may be reasonably required in connection with the Purchaser's Due Diligence. Notwithstanding the foregoing, however, under no circumstances shall Purchaser's cooperation with Seller impose any cost or liability on Seller, or encumber the Real Estate in any way whatsoever, except to the extent Seller may provide its written consent to the same. If Purchaser determines, in its sole discretion and after conducting its Due Diligence with reasonable promptness and in good faith, that the Real Estate is not suitable for Purchaser's intended purposes, Purchaser may terminate this Agreement by written notice given to Seller during the Due Diligence Period, which notice shall conform to the obligations in Paragraph 11.1.A above, and shall thereupon, provided Purchaser has complied with the terms of this Agreement, be entitled to the return of the balance of the Earnest Money, plus interest, if any, from the Title Company and the parties shall be relieved of liability to each other except as specifically set forth herein. If Purchaser terminates this Agreement under this Paragraph, Purchaser shall provide Seller, with the termination notice required herein, with copies of all reports and assessments generated during any inspection period pertaining to the Real Estate.

(i) C. During the Due Diligence Period, Purchaser shall, at its sole cost and expense, repair any damage done to the Real Estate or any improvements thereon in the course of any Due Diligence, and return the same to substantially the same condition they were in prior to such Due Diligence. Moreover, Purchaser agrees to indemnify, defend and hold Seller, its individual board members, agents and employees harmless from and against any and all claims, damages, liabilities, loses and or causes of action arising out of, relating to or connected with any act, occurrence or omission of Purchaser, its employees, agents, or independent contractors on the Real Estate, specifically including, but not limited to, mechanics liens or other claims for the providing of material or services upon the Real Estate.

D. Upon the expiration of the first ninety (90) days of the Due Diligence Period, the amount of One Hundred Thousand Dollars ($100,000.00) of the Earnest Money shall become non-refundable to Purchaser except in the event of an uncured Seller default or in the event Purchaser terminates this Agreement as provided in Paragraphs 5 and 11. If the Purchaser is unable to obtain any necessary use or zoning approvals during the Due Diligence Period, Purchaser shall have the right to extend the Due Diligence Period only for such use or zoning approvals for a period of sixty (60) days by delivering written notice of such extension to Seller on or prior to the expiration of the original One Hundred Eighty (180) day Due Diligence Period and depositing a non-refundable extension deposit in the amount of Ten Thousand and No/100 Dollars ($10,000.00) (the "**Extension Deposit**") with Title Company. If Purchaser elects to extend the Due Diligence Period as provided in this Paragraph 11. D, the references to the Due Diligence Period in this Agreement shall refer to the original one hundred eighty (180) day Due Diligence Period, as so extended and the references to the Earnest Money in this Agreement shall include the Extension Deposit made by Purchaser. The Earnest Money shall be applicable to the Purchase Price at Closing.

12. **Notices**. Any notices and communications required to be given under this Agreement shall be in writing and, except as otherwise expressly provided, shall be (i) mailed by registered or certified mail, return receipt requested, postage prepaid, (ii) sent by a nationally recognized overnight delivery service with proof of delivery, (iii) sent by electronic mail, or (iv) personally delivered by hand against receipt therefor to the parties at the address set forth below, or such other address as any party may designate to the others by notice hereunder. All such notices shall be deemed to have been received on the date of personal delivery, deposit with the overnight delivery service, receipt of electronic mail, or, if mailed, on the date of receipt.

If to Seller: Brian Stachacz, Director of Business Services/Treasurer
Lyons Township High School District No. 204
100 South Brainard Avenue
LaGrange, Illinois 60525

with a copy to: James S. Levi, Esq.
Hodges, Loizzi, Eisenhammer, Rodick & Kohn
500 Park Boulevard, Suite 1000
Itasca, Illinois 60143

If to Purchaser: _____
_____
_____

with a copy to: _____

_____

_____

13. **Time**. Time is of the essence of this Agreement.

14. **Governing Law and Interpretation**. This Agreement shall be governed by the laws of the State of Illinois. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Agreement. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and the words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, joint ventures, and other legal entities, including public bodies, as well as natural persons. The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to."

15. **Business Days**. If the date for Closing, or performance of an obligation falls on a Saturday, Sunday or State or Federal holiday, the date shall be deferred until the first business day following such a date. Unless specified otherwise, the reference to "day" or "days" shall mean calendar days.

16. **Broker**. Seller hereby represents to Purchaser that Seller has not had any dealings with respect to the Real Estate and this Agreement with any real estate broker. Purchaser acknowledges that Seller shall not be responsible for any broker fees whatsoever. If Purchaser uses a broker in relation to acquiring the Real Estate, Purchaser shall be solely responsible for any compensation to such broker and shall provide a broker's lien waiver at Closing in a form satisfactory to the Title Company.

17. **Waiver**. Purchaser and Seller reserve the right to waive any of the conditions precedent to its obligations hereunder. No such waiver, and no modification, amendment, discharge or change of this Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the party against which the enforcement of such waiver, modification, amendment, discharge or change is sought.

18. **Binding Effect and Survival**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The representations, warranties, covenants and agreements of Seller and Purchaser contained in this Agreement that by their terms are to be performed or remain effective after the Closing shall survive the Closing and the delivery of the Deed for a period of six (6) months, and shall merge into the Deed except as so provided.

19. **Captions**. The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

20. **Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart; provided, however, that this Agreement shall not be binding upon any party or signatory hereto until each person or entity which is to execute this Agreement has so executed a counterpart thereof. Signatures delivered by facsimile, .pdf, or other electronic means, including electronic signatures complying with the Illinois Uniform Electronic Transactions Act, shall be deemed original signatures and shall be binding for all purposes.

21. **Entire Agreement.** This Agreement represents the entire Agreement between the parties to the subject matter hereof and supersedes any prior negotiations between the parties.

22. **Amendment.** This Agreement may only be amended by written agreement of both parties.

23. **Effective Date**. Effective Date shall mean the last date on which both the Seller and the Purchaser have executed this Agreement.

24. **Section 1031 Exchange**. Purchaser may, at Purchaser's sole election and expense, acquire the Real Estate as replacement property in connection with a like-kind exchange intended to qualify for nonrecognition of gain under Section 1031 of Code, as amended, and applicable Treasury Regulations. Seller shall reasonably cooperate with Purchaser and Purchaser's qualified intermediary in connection with such exchange, including executing such customary assignment, notice, escrow, closing, and exchange documents as may be reasonably requested, provided that such cooperation shall not: (a) require Seller to incur any additional cost, expense, liability, obligation, or risk; (b) delay the Closing or extend any deadline under this Agreement; (c) require Seller to take title to, acquire, transfer, or otherwise participate in any replacement property; (d) make Purchaser's exchange a condition to Purchaser's obligations under this Agreement; or (e) require Seller to provide tax, legal, accounting, or exchange advice to Purchaser. Purchaser may assign its rights under this Agreement to a qualified intermediary or exchange accommodation titleholder solely for purposes of completing such exchange, provided that Purchaser shall remain fully liable for all obligations of Purchaser under this Agreement. Purchaser shall indemnify, defend, and hold harmless Seller, its individual Board members, officers, employees, and agents from and against any and all claims, liabilities, losses, costs, damages, penalties, taxes, deficiencies, and expenses, including reasonable attorneys' fees, arising out of or relating to Purchaser's attempted or completed exchange or any exchange documentation requested by Purchaser or Purchaser's qualified intermediary. Seller makes no representation or warranty that Purchaser's exchange will qualify for treatment under Section 1031 of the Code or under any federal, State of Illinois, or local tax law, and Purchaser shall be solely responsible for obtaining its own legal, tax, accounting, and qualified intermediary advice. Nothing in this Paragraph shall limit Seller's rights or remedies under this Agreement or under Illinois law.

25. **Remedies**. ~~Notwithstanding anything in this Agreement to the contrary,~~ Purchaser's sole remedy with regard to any and all damages resulting from or relating to this Agreement shall be limited to only (i) the return of the Earnest Money provided hereunder; or (ii) a cause of action for specific performance no other remedy shall be available to Purchaser.

26. **Default; Notice and Cure**. If Purchaser defaults in the performance of its obligations under this Agreement and fails to cure such default within ten (10) Business Days after written notice from Seller, then Seller may terminate this Agreement by written notice to Purchaser, in which event the Earnest Money, together with any interest earned thereon, shall be paid to Seller as liquidated damages and as Seller's sole remedy for such default, the parties agreeing that Seller's actual damages would be difficult to ascertain and that such amount is a reasonable estimate of them, and neither party shall have any further liability to the other except for obligations that expressly survive termination, including Purchaser's obligations under Paragraphs 11.1.C and 24. If Seller defaults in the performance of its obligations under this Agreement and fails to cure such default within ten (10) Business Days after written notice from Purchaser, Purchaser's remedy shall be as set forth in Paragraphs 1 and 25.

27. **Closing Costs**. Except as otherwise provided in this Agreement, including Paragraphs 1, 4, and 6, (a) Purchaser shall pay the cost of recording the Deed; and (b) each party shall pay its own attorneys' fees and the fees of its other advisors and consultants incurred in connection with this Agreement and the Closing.

**IN WITNESS WHEREOF**, the parties hereto have executed this Real Estate Purchase Agreement as of the dates below.

| **SELLER:** | **PURCHASER:** |
|---|---|
| **BOARD OF EDUCATION OF LYONS TOWNSHIP HIGH SCHOOL DISTRICT NO. 204 COOK COUNTY, ILLINOIS** | _____ _____ _____ _____ |
| **By:** _____ | **By:** _____ |
| **Its: President** | **Its:** _____ |
| **Dated:** _____ | **Dated:** _____ |

## EXHIBIT A

## LEGAL DESCRIPTION

Parcel 18-32-101-001; Parcel 18-32-103-006; Parcel 18-32-103-004

PARCEL 1:

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THE SOUTH 370.0 FEET OF THE WEST 66.0 FEET THEREOF AND EXCEPT THE NORTH 500.00 FEET OF THE EAST 600.00 FEET THEREOF AND EXCEPT THE SOUTH 450.52 FEET OF THE EAST 300.00 FEET THEREOF AND EXCEPT PARCEL 0012-B CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION FOR ROADWAY PURPOSES),

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND CONVEYED TO THE PEOPLE OF THE BOARD OF EDUCATION OF PLEASANTDALE SCHOOL DISTRICT NO. 107:

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32, FOR A DISTANCE OF 208.71 FEET; THENCE SOUTH 02 DEGREES 08 MINUTES 31 SECONDS EAST, 208.71 FEET; THENCE SOUTH 88 DEGREES 17 MINUTES 16 SECONDS WEST, 208.71 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 02 DEGREES 08 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32, FOR A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 450.42 FEET OF THE EAST 300 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES, 34 MINUTES, 15 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 150.25 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 45 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 50.00 FEET TO A POINT ON A LINE THAT IS 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES, 34 MINUTES, 15 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 99.87 FEET TO A POINT ON A LINE THAT IS 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4; THENCE NORTH 00 DEGREES, 00 MINUTES, 24 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 250.00 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 36 SECONDS EAST AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 10.00 FEET TO A POINT ON A LINE THAT IS 40.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4; THENCE NORTH 00 DEGREES, 00 MINUTES, 24 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 150.34 TO A POINT ON A LINE THAT IS 450.42 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES, 34 MINUTES, 15 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 00 DEGREES, 00 MINUTES, 24 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 450.42 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACTS OF LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION FOR ROADWAY PURPOSES:

TRACT 1:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 24 SECONDS EAST, ON THE EAST LINE OF SAID NORTHWEST 1/4, 47.76 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 00 SECONDS WEST, PERPENDICULAR TO SAID EAST LINE, 33.00 FEET TO A POINT ON THE LINE OF THE EAST 33.00 FEET OF SAID NORTHWEST 1/4 THAT IS 13.00 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 33.00 FEET OF SAID NORTHWEST 1/4, AS MEASURED ON SAID WEST LINE, AND TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER IPLSC 89"; THENCE NORTH 52 DEGREES 52 MINUTES 02 SECONDS WEST,

25.09 FEET TO A POINT ON SAID SOUTH LINE THAT IS 20.00 FEET WEST OF SAID WEST LINE, AS MEASURED ON SAID SOUTH LINE, AND TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER IPLSC 89"; THENCE NORTH 00 DEGREES 24 MINUTES 54 SECONDS EAST, PERPENDICULAR TO THE NORTH LINE OF SAID NORTHWEST 1/4, 33.00 FEET TO SAID NORTH LINE; THENCE SOUTH 89 DEGREES 35 MINUTES 06 SECONDS EAST ON SAID NORTH LINE, 52.76 FEET TO THE POINT OF BEGINNING; AND

TRACT 2:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 34 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 40.0 FEET TO A POINT ON A LINE THAT IS 40.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 24 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 589.79 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 36 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 40.00 FEET TO THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 590.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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