

AMENDED AND RESTATED CONTRACT FOR SALE OF REAL ESTATE

This **AMENDED AND RESTATED CONTRACT FOR SALE OF REAL ESTATE** (“Agreement”) is made and entered into as of the date of last execution below (the “Effective Date”), by and between **HDS BUILDING, LLC**, an Illinois limited liability company with its principal place of business in Springfield, Illinois (hereinafter “Seller”), and **SPRINGFIELD SCHOOL DISTRICT NO. 186**, an Illinois body corporate and politic having its principal place of business located at 1900 West Monroe Street in Springfield, Illinois (hereinafter “Purchaser”), for the acquisition from Seller by Purchaser of the subject matter hereinafter described, pursuant to the following terms and conditions. Seller and Purchaser are also referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, the Parties entered into a Contract for Sale of Real Estate as of December 21, 2022 (the “Original Contract”), in which Seller agreed to sell and Purchaser agreed to purchase that certain real property identified therein;

WHEREAS, the Parties twice amended the Original Contract to extend the Contingency Period contained in the Original Contract, which, pursuant to the Second Amendment to the Original Contract expires as of June 6, 2023; and

WHEREAS, the Parties make this Amended and Restated Agreement in order to modify the Contract and codify the agreements of the Parties that modify the Original Contract.

NOW THEREFORE, for and in consideration of the mutual agreements of the parties agree as follows:

1. **Subject Matter.** Subject to the terms and conditions of this Agreement and the consideration herein set forth, Seller agrees to sell and transfer, and Purchaser agrees to purchase and acquire, all of Seller’s right, title and interest in and to:

A. **Real Estate.** The real property, and all buildings and structures (the “Buildings”), parking areas, improvements and fixtures now situated thereon (the “Improvements”), all easements, hereditaments and appurtenances belonging to or inuring to the benefit and pertaining thereto (the “Benefits”), if any, and any street, road or alley abutting the real property to the centerline thereof, if applicable, on the real property legally described in Exhibit A hereto (all such real property, Buildings, Improvements, and Benefits collectively referred to herein as the “Real Estate”).

B. **Personal Property.** All personal property, furnishings, and office equipment located on the Real Estate as of the Effective Date (“Personal Property”).

2. **Agreement to Convey.** Seller agrees to convey, and Purchaser agrees to accept, on the date of Closing good and merchantable fee simple title to the Real Estate by Warranty Deed, or other type of deed acceptable to Purchaser, subject only to the “Permitted Exceptions” described in Section 6.A. hereinbelow.

3. **Price and Terms.**

A. **Purchase Price.** The purchase price is and shall be ONE MILLION FIVE HUNDRED AND SEVENTY-TWO THOUSAND DOLLARS AND NO CENTS (\$1,572,000.00)

payable by good funds in United States Dollars ("Purchase Price"). Purchaser shall pay the Purchase Price, at Closing, less credit for any prorated taxes, and any other credit or deduction pursuant to this Agreement or any amendment thereof.

B. Conveyance of Title. Seller shall convey, and Purchaser shall accept, title to the Real Estate subject only to: (i) any lien for real property taxes, provided that said taxes are either due and payable or are a lien on the date of Closing and shall be paid by Seller giving Purchaser a credit at Closing for the amount of said real estate taxes in the manner described in Section 6.E. hereinbelow; and (ii) the Permitted Exceptions (as defined hereinbelow).

4. Contingencies. This Agreement is contingent upon the following matters occurring at or before Closing of the Subject transaction:

A. Title Commitment. Purchaser obtaining a title commitment at Seller's expense from the Title Company in accordance with the provisions of Section 6.A. hereof.

B. Survey. That the survey of the Real Estate described in Section 6.B. below does not disclose any condition, easement or restriction affecting the Real Estate which would hinder, prevent or make more expensive Purchaser's intended development or use of the Real Estate.

C. Board of Education Approval. Purchaser obtaining approval of this Agreement by its Board of Education.

5. Division of the Real Estate. The Parties understand and agree that the 5.01 +/- acres of the portion of the Real Estate known as 3063 Fiat Avenue (Parcel No. 22-10.0-376-055) must be divided from the remainder of the tract that currently constitutes said parcel. Said portion of the Real Estate has not yet been divided and/or combined so as to permit the conveyance of the Real Estate as the Parties desire, as reflected in Exhibit A hereto. The Parties obligations hereunder are specifically made contingent upon the approval of the division of current parcel by the applicable Plat Officer with jurisdiction over the Real Estate, and any other necessary government officials, along with the granting of an easement at Closing for the use of the private drive known as Fiat Avenue granted by Seller to Purchaser and its successors and assigns. Should said approvals necessary for the realignment of the Real Estate not be obtained prior to Closing either Party may terminate the transaction contemplated by this Agreement. Purchaser shall be responsible for all costs and expenses associated with the replatting of the Real Estate. Seller shall reasonably assist Purchaser in its efforts to obtain all necessary governmental approvals to divide said portion of the Real Estate.

6. Closing.

A. Title Commitment. After execution of this Agreement, Purchaser shall obtain and provide to Seller a commitment for an owner's title insurance policy issued by Chicago Title Insurance Company (the "Title Company") covering the Real Estate with full extended coverage over the standard General Exceptions normally contained in title policies in the amount of the Purchase Price and issued by the Title Company. It is a condition of Closing that said commitment shall reflect that Seller shall be in a position to deliver a Warranty Deed, or other type of deed acceptable to Purchaser, conveying good and merchantable title, free and clear of encumbrances, reservations, restrictions, easements and rights of way, except as may be specifically approved in writing by Purchaser (the "Permitted Exceptions"), provided, however, that Purchaser shall not unreasonably withhold approval of easements, building lines, building laws and ordinances, use or occupancy restrictions, conditions and covenants of record, NFR Letters, and rights of way that do not materially interfere with Purchaser's intended use of the Real Estate. Purchaser

will advise Seller, in writing, within ten (10) days after receipt of both the title commitment and the survey referred to hereinbelow in Subsection 6.B., of any objections to title and will allow Seller up to ten (10) days from receipt of such notice or up to the Closing, to correct such objections or to obtain Purchaser's approval of such objections as exceptions to title, and the Closing date stated hereinabove shall be extended as required to allow for correction of such objections to a date mutually agreed upon by the Parties. In the event that Seller does not elect to correct any such title exceptions, and if Purchaser does not approve such objections as exceptions to title, Purchaser may then elect to terminate this Agreement.

B. Survey. Prior to the expiration of the Contingency Period, Purchaser shall have the right to obtain, at Purchaser's expense, a current ALTA survey of the Real Estate prepared by a licensed Illinois Land Surveyor, certified to the Title Company and to Purchaser and showing the Real Estate and the Improvements thereon and in sufficient form to allow the title insurance company to delete the survey exception to the owner's title policy to be provided to Purchaser. Said survey shall show that the Improvements on the Real Estate do not encroach upon adjoining real estate and do not violate any zoning or other setback requirements and shall show that there are no encroachments of improvements on adjoining real estate onto the Real Estate. Said survey shall also show that the Real Estate is not located in a flood zone. If Purchaser has any objections to the survey obtained by Purchaser, Purchaser shall inform Seller in writing of such objections within ten (10) days of its receipt of both the survey and the title commitment referred to hereinabove in Subparagraph 6.A, and will provide a copy of the survey to Seller. Seller shall have up to ten (10) days from receipt of such objections or up to the Closing, to correct such objections or to obtain Purchaser's approval of such objections, and the Closing date stated hereinabove shall be extended as required to allow for correction of such objections to a date mutually agreed upon by the Parties. In the event that Seller does not elect to correct any such objections, and if Purchaser does not waive its stated objections, Purchaser may then elect to terminate this Agreement.

C. Closing. The closing of the subject transaction (the "Closing") shall occur as soon as practicable, on a mutually agreeable date and time occurring, after receipt of all necessary governmental approvals of the division of the portion of the Real Estate known as 3063 Fiat Avenue (Parcel No. 22-10.0-376-055) as addressed in Section 5 hereof.

D. Closing Costs. The costs incurred for issuance of the title commitment, the premium for issuance of the owner's title insurance policy with extended coverage, (including the initial search and examination charges), payment of real estate transfer taxes, and payment of recording fees in regard to mortgage releases and the like, Seller's attorneys' fees, and all other related closing and title costs normally paid by a Seller in the county of this transaction shall be paid by Seller. Purchaser shall be responsible for recording fees associated with the deed, the Purchaser's attorneys' fees, and the Purchaser's portion of the closing and title costs normally paid by a Purchaser in the county of this transaction. The closing fee of the Escrow Agent for escrow services and closing the transaction shall be paid one-half (1/2) by Seller and one-half (1/2) by Purchaser.

E. Real Estate Tax Prorations. General real estate taxes and assessments levied or assessed against the Real Estate for the tax year in which the Closing occurs and for the tax year prior to the tax year in which the Closing occurs, if unpaid prior to Closing, shall be prorated as of the Closing date based upon the most recent information available from the county Supervisor of Assessments. All real and personal property taxes levied or assessed with respect to any tax years which are due prior to the Closing shall be paid by Seller at or prior to Closing. If as of the Closing date the Real Estate or any portion thereof shall be affected by any special or general assessments which are or may become payable in installments of which the first installment is then a lien and has become payable, Seller shall pay the

unpaid installments of such assessments which are due prior to the Closing date and Purchaser shall pay the installments which are due on or after the Closing date. This provision will survive the Closing.

F. Utility Proration. All utilities, rents and other expenses normally prorated in a commercial transaction shall be prorated at the Closing, and prorations shall be accomplished by an adjustment in the purchase price at Closing.

G. Closing Agent and Fee. The Closing of this transaction will be conducted by the Title Company at 1043 South 5th Street, Springfield, Illinois 62703, or other place as agreed to by the Parties. Purchaser shall be entitled to receive at the Closing, from the Title Company, a marked-up title commitment or Pro Forma showing title in Purchaser, subject only to Permitted Exceptions or the title policy showing the same.

H. Failure to Perform. In the event Seller fails to provide the aforementioned documentation or any documentation or act required by this Agreement, or if Seller does not act or fails to perform any act, including any representation or warranty that prevents the Closing, then, at Purchaser's sole and absolute discretion as evidenced by written notice to the Title Company, and to Seller, Purchaser shall have the option to terminate this Agreement, or Purchaser may, at its option, seek specific performance from Seller or may exercise its other remedies at law or in equity. If Purchaser does not act or fails to perform any act, including any representation or warranty that prevents the Closing, then Seller may at its option, and in its sole and absolute discretion, terminate this Agreement or seek specific performance from Purchaser, or exercise its other remedies at law or in equity.

I. Closing Deliveries. At Closing, Seller shall deliver to Purchaser, the following documents in a form satisfactory to Purchaser:

i. A Warranty Deed in recordable form, or other type of deed acceptable to Purchaser, conveying fee simple title in the Real Estate to Purchaser, along with any necessary transfer declaration or any other documentation required for recording of the deed, including but not limited to a Plat Act Affidavit and PTAX-203/MyDec Declaration. Said deed shall be subject only to the Permitted Exceptions;

ii. Seller shall execute, acknowledge and deliver to Purchaser such affidavits, resolutions and other documents which the Title Company shall reasonably require in order to issue the Title Policy described herein;

iii. Seller shall execute, acknowledge and deliver to Purchaser a certification that all of the representations and warranties of Seller in this Agreement are true and correct as of the date of Closing, and Seller shall indemnify and hold Purchaser harmless from any loss or damage suffered by Purchaser on account of the untruth or incorrectness of any such warranties or representation, in the form of Exhibit B hereto;

iv. Seller shall deliver to Purchaser sole and actual possession of the Real Estate, free and clear of all tenancies and the rights of any other parties, including but not limited to any and all service or supply contracts associated with the Real Estate or any business Seller may have previously operated on the Real Estate, in a clean state free from debris. Seller shall terminate all leases and tenancies affecting the Real Estate, if any, as of the Closing date. At Closing, Seller shall deliver to Purchaser all keys, access codes, and operational instructions for all entry and security mechanisms for the Real Estate;

v. Seller shall provide Purchaser with a non-foreign ownership certificate in the form of Exhibit C hereto;

vi. Seller shall provide Purchaser with a Bill of Sale in the form of Exhibit D hereto for the sale of the Personal Property;

vii. If applicable, the Parties shall comply with all laws relating to or affecting Bulk Transfers and Sales, including, without limitation, notifying the Illinois Department of Revenue pursuant to Section 902(d) of the Illinois Income Tax Act, 35 ILCS 5/902(d), and Section 5(j) of the Illinois Retailers Occupation Act, 35 ILCS 120/5j; as well as the Illinois Department of Employment Security, pursuant to Section 1800 of the Unemployment Insurance Act, 820 ILCS 405/1800. The Parties shall comply with all applicable stop orders, withholding or hold-back requirements imposed in connection therewith. Seller agrees to pay any and all taxes arising under the bulk sales laws of the State of Illinois or other applicable governmental entity with jurisdiction over the transaction.

viii. If the title commitment, including any update thereto, discloses judgments, bankruptcies, or other returns against other persons having names the same as or similar to that of Seller, on request of Purchaser, Seller shall deliver to the Title Company affidavits showing that such judgments, bankruptcies, or other returns are not against Seller in order to request the Title Company to omit exceptions with respect to such judgments, bankruptcies, or other returns or to insure over same,

ix. Seller shall cause to be delivered to Purchaser an Owner's Title Policy in the full amount of the Purchase Price in accordance with the Title Commitment approved by Purchaser, without any intervening liens, encumbrances or exceptions. At Closing, the Title Company shall deliver to Purchaser a Pro Forma of the Title Policy; and

x. An easement for Purchaser's use of Fiat Avenue as addressed in Section 5 hereof.

7. Condemnation. If any of the Real Estate is taken by Eminent Domain proceedings before the Closing date or if any Eminent Domain proceedings against the Real Estate are pending or threatened prior to the Closing date, then Purchaser may terminate this Agreement by written notice to Seller. Seller shall immediately notify Purchaser of any pending or threatened Eminent Domain proceedings.

8. Seller's Representations and Warranties. Seller hereby represents and warrants to Purchaser as to the following matters, each of which is warranted to be true and correct as of the Effective Date and will also be true and correct on date of Closing:

A. Fee Simple Owner. Seller is the fee simple owner of the Real Estate, and has full right and authority to transfer such title to Purchaser.

B. Corporation, LLC, Trust, or Partnership Authorization. If Seller is a corporation, limited liability company, trust, partnership, or other legally organized entity, Seller agrees to furnish to the Title Company any documentation required by the Title Company to demonstrate that the transaction reflected by this Agreement has been approved and authorized by the applicable boards, shareholders, members, partners, or other appropriate officials of Seller.

C. Notices. To Seller's knowledge, Seller has not received any notice and is not aware of any violation of any zoning, health, fire, building code, or similar statute, ordinance, law, regulation, or code with respect to the Real Estate. Should Seller receive any such notice of violation

prior to the Closing, Seller shall immediately notify Purchaser of the notice and shall cause such violation to be cured at its cost prior to Closing, or, if Seller shall refuse to do the same, Purchaser shall have the option of either voiding this Agreement, or of curing such violation with the right to deduct, from the Purchase Price, the cost of curing the same.

D. Due Diligence Materials. To the best of Seller's knowledge, the Due Diligence Materials provided by Seller constitute all of the information and documentation relating to the Property that is in Seller's possession or control.

E. Mine Subsidence. Seller has no knowledge of any insurance claims for mine subsidence damage paid to Seller or any agent of Seller, and no claims for mine subsidence damage are known to be outstanding regarding the Real Estate, and Seller has no knowledge of any environmental defect or problem in or on the Real Estate other than as disclosed to Purchaser and as shall be addressed in applicable NFR Letters, and has not received notice of any alleged violation of environmental law with respect to the Real Estate.

F. Litigation. To Seller's knowledge, there are no matters of litigation, administrative actions or arbitration pending or threatened against Seller with respect to the Real Estate or against the Real Estate.

G. Agreements. There are no contracts, agreements, licenses, or leases that affect the Real Estate other than this Agreement.

H. Bulk Sales. Seller represents and warrants to Purchaser that the requirements of Section 902(d) of the Illinois Income Tax Act, 35 ILCS 5/902(d), and Section 5(j) of the Illinois Retailers Occupation Act, 35 ILCS 120/5(j), as well as Section 1800 of the Unemployment Insurance Act, 820 ILCS 405/1800 (collectively the "Bulk Sales Acts") are not applicable to Seller. Seller hereby agrees to indemnify, defend, and hold Purchaser harmless from and against any and all claims brought by the Illinois Department of Revenue or the Illinois Department of Employment Security seeking to recover any unpaid taxes, penalties, or interest owed by Seller as a result of Purchaser's purchase of the Property pursuant to the Bulk Sales Acts.

9. Real Estate Legal Description. The Parties agree and acknowledge that the legal description of the Real Estate attached hereto as Exhibit A is for descriptive purposes only, and the Parties shall use a proper legal description in the conveyance of the Real Estate as provided by Purchaser's surveyor and approved by the Title Company.

10. Operations on the Real Estate. Seller agrees that, during the time between the Effective Date and the date of Closing, it shall not grant any leases, easements, licenses, or other rights, or enter into any service contracts or other agreements impacting the Real Estate, nor any extensions or modifications of any of the foregoing, and shall not improve the Real Estate or erect any structures or improvements on the Real Estate, or in any manner change the contour or grade of the Real Estate without Purchaser's prior written consent.

11. Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller as to the following matters, each of which is warranted to be true and correct as of the Effective Date: there are no matters of litigation, administrative actions or arbitration pending or threatened against Purchaser with respect to the subject matter of this Agreement.

12. AS-IS; WHERE IS. PURCHASER ACKNOWLEDGES AND AGREES THAT, SUBJECT ONLY TO SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 8 ABOVE, SELLER HAS NOT MADE, AND SELLER SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE SPECIAL WARRANTY OF TITLE CONTAINED IN THE SPECIAL WARRANTY DEED TO BE DELIVERED IN ACCORDANCE WITH THIS AGREEMENT), COVENANTS OR AGREEMENTS OF ANY KIND OR CHARACTER REGARDING ANY ASPECT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY ACTIVITY OR USE WHICH PURCHASER OR ANY TENANT MAY CONDUCT THEREON; (D) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY, SUITABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (G) COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS SUBSTANCES; OR (H) THE PROPERTY INFORMATION. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY OF THE DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING PURSUANT TO THE TERMS OF THIS AGREEMENT, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN. PURCHASER ACKNOWLEDGES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, OTHER THAN THE EXPRESSED REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT OR IN ANY OF THE DUE DILIGENCE DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS, WHERE-IS" BASIS WITH ALL FAULTS. THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 12 ARE AN IMPORTANT BASIS OF THE BARGAIN INDUCING SELLER TO CONVEY THE PROPERTY.

13. Release and Waiver. Purchaser shall rely solely upon Purchaser's own knowledge of the Property based on its investigation of the Property and its own inspection of the Property in determining the Property's physical condition, and Purchaser agrees that it shall, subject to the express warranties, representations and conditions contained in this Agreement, assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Purchaser's investigations. Except as expressly set forth in this Agreement, Purchaser releases the Indemnified Parties from, and irrevocably and unconditionally waives all claims and liability against Indemnified Parties for or attributable to: (i) any and all statements or opinions heretofore or hereafter made, or information furnished by or on behalf of Seller or any agent of Seller to Purchaser or any of the Purchaser's agents or representatives, and (ii) any and all losses, costs, claims,

expenses, demands or obligations of any kind or nature whatsoever, whether known or unknown and foreseen or unforeseen, attributable to the Real Estate and/or the ownership and/or characteristics thereof, including, without limitation, with respect to the structural, physical or environmental condition of the Real Estate, including losses, costs, claims, liabilities, expenses, demands or obligations relating to environmental conditions at the Property; provided, however, that the release and waiver set forth in this Section 13 are not intended and shall not be construed to affect or impair any rights or remedies that Purchaser may have against Seller as a result of a breach of any of the Seller express warranties and representations contained in this Agreement, subject to the terms and limitations on Seller's liability as set forth elsewhere in this Agreement. This release shall be given full force and effect according to each of its express terms and provisions, including those relating to unknown and unsuspected claims, damages and causes of action, and this Section 13 shall survive the Closing.

14. Destruction or Damage. Destruction or damage to any portion of the Real Estate prior to Closing in excess of \$10,000.00 for any cause whatsoever, including but not limited to fire, casualty, structural defects, mechanical defects, acts of God, acts of third persons, subsidence, or condemnation of any portion of the Real Estate, shall, at Purchaser's sole and absolute discretion and election, relieve Purchaser of any duty, obligation, or liability arising hereunder. It is expressly agreed and understood that Seller shall be solely responsible for maintaining any and all insurance policies, insurance coverages, and insurance agreements which Seller deems appropriate for Seller's own benefit up to and including the time of the Closing. Purchaser has no responsibility to insure, or in any other manner, protect any of the Seller's interest(s) or potential interest(s) regarding the Real Estate until it acquires title to the Real Estate at Closing. In the event the Real Estate is damaged or destroyed prior to Closing and Purchaser elects to complete the purchase of the Real Estate hereunder, Seller agrees to assign to Purchaser any and all insurance proceeds payable to Seller with respect to such damage or destruction.

15. Notices. Unless expressly otherwise provided elsewhere in this Agreement, any election, notice, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if and when delivered personally (with receipt acknowledged), if and when emailed to the addresses provided below, or when mailed by Certified Mail, Return Receipt Requested, with proper postage prepaid, or when sent by a national commercial courier service, such as Federal Express, for expedited delivery, to be confirmed in writing by such courier:

To Seller: HDS BUILDING, LLC
ATTN.: J. Christopher Smith
201 E. Adams St., Suite 1C
Springfield, IL 6270
Email: papaguy1@comcast.net

Copy to: HEPLERBROOM, LLC
ATTN: Timothy P. Collins
70 W Madison Street, Suite 2600
Chicago, Illinois 60602
Email: Timothy.Collins@heplerbroom.com

To Purchaser: SPRINGFIELD SCHOOL DIST. 186
ATTN.: Jennifer Gill
1900 West Monroe Street
Springfield, IL 62704
Email: jgill@springfield.k12.il.us

Copy to: BROWN, HAY & STEPHENS, LLP
ATTN: Daniel L. Hamilton
205 South Fifth Street, Suite 1000
Springfield, Illinois 62701
Email: dhamilton@bhslaw.com

16. Survival of Covenants. All covenants, agreements, indemnities, representations, and warranties made herein by Seller, as well as any section of the Agreement that by its terms expressly provides that it survives the Closing, shall survive the execution and delivery of the deed by Seller and the consummation of the transaction contemplated herein.

17. Brokers. Seller has not employed any broker or finder or incurred any liability for any brokerage fee, commission, or finder's fee or similar fees or commissions in connection with the transaction contemplated by this Agreement. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on directly by Seller with Purchaser, or Purchaser's legal counsel or authorized agent, without the intervention of any Seller authorized broker or finder. Seller has not engaged, consented to, or authorized any broker, investment banker or third party to act on their behalf, directly or indirectly, as a broker or finder in connection with the transaction contemplated by this Agreement. Seller agrees to hold Purchaser harmless from and against all claims by third parties based upon a relationship or alleged relationship with Seller for brokerage or finders' fees or commissions in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby. Purchaser agrees to hold Seller harmless from and against all claims by third parties based upon a relationship or alleged relationship with Purchaser for brokerage or finders' fees or commissions in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby.

18. Assignment. Purchaser shall have the absolute right to assign this Agreement to any entity controlled by, controlling, or under common control with the Purchaser. The Purchaser shall also have the right to assign this Agreement to a third party as long as the Purchaser has provided to the Seller reasonable evidence that the assignee has made financial and other arrangements to fulfill the obligations of the Purchaser hereunder outstanding as of the effective date of the assignment ("Assurances"). To the extent the Purchaser has not provided or cannot provide such Assurances, the Purchaser may nevertheless assign this Agreement to a third party, but in such case the Purchaser shall remain contingently liable for the outstanding obligations hereunder to the extent not paid or assumed by the assignee. The Seller shall execute such documents as are reasonably requested to evidence consent to assignment. Seller shall not assign its interest pursuant to this Agreement without the prior written approval of Purchaser.

19. No Third-Party Beneficiary. This Agreement is intended solely for the benefit of the Parties hereto, and it is not the intention of the Parties to confer third-party beneficiary rights upon employees, officers, directors or policyholders of any other person, firm, or corporation.

20. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

22. Entire Agreement. This document constitutes the entire agreement between the Parties, and no oral agreements or other written agreements exist with respect to the subject matter hereof other than the Letter of Intent by and between the Parties that shall be of no further force or effect upon full execution of this Agreement. This Agreement shall supersede and control the Original Agreement, the First Amendment to the Original Agreement, the Second Amendment to the Original Agreement, and all other agreements of the Parties, and in the case of any conflict between this Agreement and any other agreement of the Parties, this Agreement shall control. This Agreement may be modified only by a writing executed by both Purchaser and Seller. Submission of this Agreement by one Party to the other for examination shall not constitute a binding agreement amongst the Parties, and no agreement shall be deemed to exist until this Agreement is executed and delivered by both Parties.

23. Time. Time shall be of the essence of this Agreement. Dates and time frames herein are explicitly agreed to by the Parties. By executing this Agreement, Seller confirms that the time to fully perform this Agreement is reasonable.

24. Days. The term “day” shall mean a calendar day unless otherwise provided. The term “business day” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of Illinois are authorized or required by law or other governmental action to close. If any of the dates or time periods in this Agreement fall or end on a Saturday, Sunday, or United States bank holiday, then such date or time period shall be extended until the next business day other than a Saturday, Sunday, or United States bank holiday.

25. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

26. Headings. The headings contained in this Agreement are for convenience of reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

27. Terms of Art. Terms of art shall have the meaning so ascribed herein.

28. Relationship of Parties. For the purposes of this Agreement, no Party shall be deemed to be an independent contractor, agent, or employee of the other Party. No Party shall have authority to make any statements, representations or commitments of any kind, or to take any action that is binding on the other Party, except as explicitly authorized herein.

29. Further Assurances. Each Party hereto agrees: (a) to furnish upon request to each other Party such further information as reasonably requested; (b) to execute and deliver to each other Party such other documents reasonably requested; and (c) to do such other acts and things, as the other Party may reasonably request for the purposes of carrying out the intent and purposes of this Agreement.

30. Seller Authority. Seller, and the individual(s) executing this Agreement on behalf of Seller, warrant that it/they have all necessary power and authority to make, execute, deliver, and consummate this Agreement and has taken all necessary actions required to be taken to authorize execution and delivery of this Agreement and to perform all of its obligations, undertakings and agreements to be observed and performed by it hereunder. This Agreement has been duly executed and delivered by Seller and is a valid and binding agreement of Seller. Seller shall obtain any and all necessary compliance from any other party necessary for the consummation of this transaction.

31. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of law rules thereof. The Parties agree that all actions or proceedings arising directly, indirectly or otherwise in connection with this Agreement and the transactions contemplated hereby shall be litigated only in courts having a situs in Sangamon County, Illinois, and hereby consent and submit to the jurisdiction of state Circuit Court located within said county and state.

32. Attorney Fees. In the event of any litigation between the Parties relative to this Agreement, the prevailing Party shall be entitled to recover reasonable attorney fees and expenses in addition to all legal and equitable remedies and damages.

33. Counterparts. This Agreement and any amendment hereto may be executed in any number of counterparts by each Party, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. This Agreement and any amendment hereto or other document executed pursuant to the authority granted hereby may be executed by facsimile, scanned Portable Document Format ("PDF"), DocuSign or other electronically transmitted signature, and such facsimile, scanned PDF, or other electronically transmitted document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last stated below, each Party being authorized thereunto.

SELLER:
HDS BUILDING, LLC

By: _____
J. Christopher Smith, One of its Managers

Date: _____

PURCHASER:
BOARD OF EDUCATION OF SPRINGFIELD
PUBLIC SCHOOL DISTRICT NO. 186, an
Illinois public school district

By: _____
Micah Miller, Board President

Date: _____

**EXHIBIT A TO CONTRACT FOR SALE OF REAL ESTATE BETWEEN
HDS BUILDING, LLC AND SPRINGFIELD SCHOOL DISTRICT NO. 186**

Legal Description of the Real Estate:

PARCEL A:

5.01 +/- ACRES OF REAL PROPERTY GENERALLY DEPICTED IN THE PLAT ON THE FOLLOWING PAGE, WHICH IS A PART OF THE REAL PROPERTY LEGALLY DESCRIBED AS: PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 15 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SPRINGFIELD, SANGAMON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOT 2 IN THE H.D. SMITH CORPORATE HEADQUARTERS SUBDIVISION, ACCORDING TO THE FINAL PLAT THEREOF RECORDED JANUARY 28, 2008 WITH THE RECORDER OF DEEDS OF SANGAMON COUNTY, ILLINOIS AS DOCUMENT NO. 2008R0375 I.

PARCEL B:

LOT FORTY (40) IN PARK SOUTH SUBDIVISION THIRD ADDITION AS SHOWN ON PLAT OF SUBDIVISION RECORDED DECEMBER 3, 2002, AS DOCUMENT NUMBER 2002R68220 IN THE OFFICE OF THE RECORDER OF DEEDS OF SANGAMON COUNTY.

Common Addresses: 3063 Fiat Avenue, Springfield, IL 62703
[No common addresses assigned for Parcel B]

PINs:	22-10.0-376-055	(Parcel A)
	22-10.0-382-023	(Parcel B)

**EXHIBIT B TO CONTRACT FOR SALE OF REAL ESTATE BETWEEN
HDS BUILDING, LLC AND SPRINGFIELD SCHOOL DISTRICT NO. 186**

CERTIFICATION

This **CERTIFICATION** ("Certification") is made as of this ____ day of _____, 20____, by **HDS BUILDING, LLC**, an Illinois limited liability company (the "Seller").

WHEREAS, Transferor has, as of this date, conveyed to **SPRINGFIELD SCHOOL DISTRICT NO. 186** ("Purchaser") the real property commonly described as _____ in Springfield, Illinois (PIN: _____) (the "Property") the closing of such transaction taking place concurrently with the execution of this Certification;

WHEREAS, pursuant to paragraph 6.I.(iii) of the Contract for Sale of Property dated _____ by and between Seller and Purchaser (the "Contract"), Seller desires to make this Certification to satisfy Purchaser that the warranties and representations stated in the Contract are true and correct as of this date; and

WHEREAS, pursuant to Section 6.I.(iv) of the Contract, Seller desires to make this Certification to satisfy Purchaser that the Property is being delivered to Purchaser free and clear of all tenancies and rights of any other parties, including but not limited to any and all service or supply contracts associated with the Property or any business Seller previously operated on the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby certifies that:

1. Certification. Seller hereby reaffirms the truth and correctness of all warranties and representations contained in Contract as of the date of this Certification. Seller hereby certifies that as of this date there are no pending or threatened lawsuits, judicial, or administrative actions related directly or indirectly to the Property. Seller further certifies that as of this date the Property is being delivered to Purchaser free and clear of all tenancies and rights of any other parties, including but not limited to any and all service or supply contracts associated with the Property or any business Seller previously operated on the Property.

2. Indemnification. Seller hereby agrees to indemnify, defend, and hold harmless Purchaser, its successors and assigns, from and against any and all claims, liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees, charges, and expenses in the enforcement of this indemnity) for any breach or default of this Certification.

IN WITNESS WHEREOF, Seller has executed the foregoing instrument as of the day and year first above written, being authorized thereunto.

SELLER:
HDS BUILDING, LLC

By: _____
J. Christopher Smith, One of its Managers

**EXHIBIT C TO CONTRACT FOR SALE OF REAL ESTATE BETWEEN
HDS BUILDING, LLC AND SPRINGFIELD SCHOOL DISTRICT NO. 186
FIRPTA CERTIFICATION**

This **FIRPTA CERTIFICATION** ("Certification") is made as of this ____ day of _____, 20____, by **HDS BUILDING, LLC**, an Illinois limited liability company (the "Transferor").

WHEREAS, Transferor has, as of this date, conveyed to **SPRINGFIELD SCHOOL DISTRICT NO. 186** ("Transferee") the real property commonly described as _____ in Springfield, Illinois (PIN: _____) (the "Property") the closing of such transaction taking place concurrently with the execution of this Certification; and

WHEREAS, the Foreign Investment in Real Property Tax Act ("FIRPTA"), Section 1445 of the Internal Revenue Code, 26 U.S.C.A. § 1445, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person.

NOW THEREFORE, to inform Transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Transferor, the undersigned certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate as those terms are defined in the Internal Revenue Code and Income Tax Regulations.
2. Transferor's U.S. Employer Identification Number is: _____.
3. Transferor's address is 201 E. Adams St., Suite 1C, Springfield, Illinois 62701
4. Transferor understands that this Certification may be disclosed to the Internal Revenue.
5. Service by transferee and that any false statement in this certification could be punished by fine, imprisonment or both.
6. Under penalties of perjury the undersigned declares that the undersigned has examined this Certification and to the best of the undersigned's knowledge and belief it is true, correct and complete and the undersigned further declares that the undersigned has authority to sign this Certification on behalf of Transferor.

IN WITNESS WHEREOF, Transferor has executed the foregoing instrument as of the day and year first above written, being authorized thereunto.

TRANSFEROR:
HDS BUILDING, LLC

By: _____
J. Christopher Smith, One of its Managers

**EXHIBIT D TO CONTRACT FOR SALE OF REAL ESTATE BETWEEN
HDS BUILDING, LLC AND SPRINGFIELD SCHOOL DISTRICT NO. 186
BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that as of the ____ day of _____, 20____
HDS BUILDING, LLC, an Illinois limited liability company with its principal place of business located in Springfield, Illinois ("Seller"), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by **SPRINGFIELD SCHOOL DISTRICT NO. 186** ("Purchaser"), the receipt and sufficiency of which is hereby acknowledged, hereby assigns, transfers, and sets over unto Purchaser, its successors and assigns, from and after the date hereof, all of Seller's right, title, and interest in and to all of Seller's right, title and interest in and to all fixtures, furniture, furnishings, equipment, machinery, apparatus, appliances, and other articles of depreciable personal property including but not limited to all furniture, electronics, office equipment, tools, machinery, linens, and other personal property ("Personal Property") now located on the real estate, legally described in Exhibit A hereto, and used or usable by the Seller in connection with any part of the real estate or the business previously operated thereon by Seller or its predecessors.

TO HAVE AND TO HOLD unto Purchaser and its successors and assigns to its and their own use and benefit forever, from, and after the date hereof.

Seller represents and warrants to Purchaser that (i) Seller is the sole owner of and has good and marketable title to the Personal Property, free and clear of all liens, encumbrances, claims, and demands; (ii) Seller has not previously sold or assigned the Personal Property to any other party; and (iii) Seller will freely and fully warrant and defend the Personal Property against the lawful claims of any person claiming by, through or under the Seller. These representations and warranties shall survive closing and delivery of this Bill of Sale.

Seller does, for its successors and assigns, covenant and agree to and with the Purchaser to warrant and defend the said goods, chattels and property to the Purchaser, his executors, administrators and assigns, against the lawful claims and demands of all and every person and persons whomsoever.

IN WITNESS WHEREOF, Seller has executed the foregoing instrument as of the day and year first above written, being authorized thereunto.

SELLER:

HDS BUILDING, LLC, an Illinois limited liability company

By: _____
J. Christopher Smith, One of its Managers

SUBSCRIBED and SWORN to before me this _____ day of _____, 20____.

[Seal]

Notary Public