

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the "**Agreement**") is made as of the Effective Date (as hereinafter defined) by and between **ZEIDLER PROPERTIES, LLC**, an Illinois limited liability company ("**Seller**") and **THE BOARD OF TRUSTEES OF THE HELEN M. PLUM MEMORIAL LIBRARY** ("**Purchaser**").

RECITALS:

A. Seller owns fee simple title to certain improved real property commonly known as 401 S. Main Street, Lombard, Illinois (PIN 06-08-306-001), legally described on **Exhibit A** attached hereto and incorporated by reference.

B. Purchaser desires to purchase from Seller the Property (as hereinafter defined) and Seller desires to sell the Property, in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises herein contained and the respective undertakings of the parties hereinafter set forth, Seller and Purchaser hereby agree as follows:

1. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller all of the following described property commonly known as 401 S. Main Street, Lombard, Illinois (collectively, the "**Property**");

(a) The land referenced on **Exhibit A**, together with all rights and appurtenances pertaining to such property (the property described in this clause (a) being herein referred to collectively as the "**Land**");

(b) The building ("**Building**"), improvements and fixtures now or hereafter located on the Land (the "**Improvements**");

(c) All fixtures, equipment, tools, signs, apparatus, machinery, and all other personal property owned by Seller which are located in the Improvements and used in connection with the operation and ownership of the Improvements (the "**Personal Property**"), listed on **Exhibit B**; and

(d) Any intangible property (the "**Intangible Property**") owned or held by Seller solely in connection with Land or the Improvements including, but not limited to: (i) all transferable licenses and warranties covering the Land, the Improvements or any part thereof; (ii) all transferable permits covering the Land, the Improvements or any part thereof; (iii) all transferable utility contracts, governmental approvals, licenses and development rights related to the Land or Improvements; and (iv) all guarantees and warranties received by the Seller, if any, in connection with the Improvements.

2. **Purchase Price.** The purchase price (the "**Purchase Price**") for the Property shall be Two Million Two Hundred Ninety Five Thousand Dollars (\$2,295,000.00), which shall be payable as follows:

(a) **Earnest Money and Additional Earnest Money Deposits.**

(1) Within ten (10) business days after the Effective Date (as hereinafter defined) Purchaser shall deposit, as earnest money, the sum of Fifty Thousand Dollars (\$50,000.00) (the "**Initial Earnest Money**") which shall be held in a joint escrow account (the "**Escrow Account**") established with Chicago Title Insurance Company (the "**Escrowee**"). The Initial Earnest Money shall be applied to the Purchase Price at the Closing (as hereinafter defined), all as hereinafter provided for in this Agreement.

(2) Purchaser shall make the following "**Additional Earnest Money Deposits**", time being of the essence, which shall be held by Escrowee in Escrow Account. Except in the event of a default by Seller under this Agreement, which is not cured, the Additional Earnest Money Deposits shall be non-refundable to Purchaser in the event Purchaser terminates this Agreement after the sixty (60) day Due Diligence Period in accordance with the termination rights granted to Purchaser under the Governmental Approval Period described in Section 9(b)(2) below:

- (a) \$20,000.00 shall be deposited with Escrowee on or before the 61st day after the Effective Date;
- (b) \$20,000.00 shall be deposited with Escrowee on or before the 121st day after the Effective Date;
- (c) \$20,000.00 shall be deposited with Escrowee on or before the 181st day after the Effective Date;
- (d) \$20,000.00 shall be deposited with Escrowee on or before the 241st day after the Effective Date.

The Additional Earnest Money Deposits shall be applied to the Purchase Price at Closing.

(b) **Cash Balance.** The balance of the Purchase Price, plus or minus the prorations and credits hereinafter provided for, shall be paid by Purchaser by federal wire transfer funds, together with such additional funds for Purchaser's share of closing costs as may be required pursuant to this Agreement.

3. **Closing.** The closing of the transaction contemplated by this Agreement (herein referred to as the "**Closing**" or "**Closing Date**") shall be held at the office of the Escrowee on a date which is ten (10) days after the expiration of the Governmental Approval Period (as hereinafter defined) or as otherwise mutually agreed to by the parties hereto. The transaction contemplated by this Agreement shall be closed by means of a Deed and Money "New York Style" Escrow (the "**Closing Escrow**") to be opened with the Escrowee on or before the Closing Date, with such special provisions inserted in the Closing Escrow as may be required to conform to this Agreement; provided, however, in the event of a conflict between the terms of this Agreement and the Closing Escrow, the terms of this Agreement shall control. At least three (3) business days prior to closing, Seller shall deliver to Purchaser unexecuted copies of the documents described in Section 4.

4. **Deliveries at Closing.**

- (a) At Closing, Seller shall deliver to the Purchaser the following documents:
 - (i) A Special Warranty Deed or Trustee's Deed conveying to Purchaser the Land and Improvements, subject to the Permitted Exceptions (as hereinafter defined) (the "**Deed**");
 - (ii) A Bill of Sale conveying to Purchaser the Personal Property;
 - (iii) A Certificate of Non-Foreign Status of Seller as required by Section 1445 of the Internal Revenue Code;
 - (iv) Any reasonable and customary documentation required by the Title Company (as hereinafter defined) in order for the Title Company to issue the Title Policy (as hereinafter defined);
 - (v) A personal "Gap" undertaking, if required by the Title Company to effectuate a "New York Style" Closing;

(vi) Three (3) originals of a closing statement prepared by Seller in a manner which reflects the terms and conditions, as applicable, of this Agreement and otherwise in a form reasonably acceptable to Purchaser (the "**Closing Statement**");

(vii) Such proof of Seller's authority and authorization to enter into this transaction as may be required by the Title Company;

(viii) A Broker's Waiver with respect to any broker's commissions due in connection with the sale of the Property, if any; and

(ix) An Owner's Affidavit and/or ALTA Statement, as required by the Title Company.

(b) At Closing, Purchaser shall deliver to the Escrowee, or Seller directly, as Purchaser may elect, the following:

(i) The balance of the Purchase Price in accordance with Paragraph 2(b) above, plus Purchaser's share of closing costs;

(ii) Such proof of Purchaser's authority and authorization to enter into this transaction as may be required by the Title Company;

(iii) Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy; and

(iv) An acknowledgment of Purchaser's acceptance of the Closing Statement.

(c) At Closing, Purchaser and Seller shall jointly deliver the following documents to the Escrowee:

(i) To the extent required, state, county and municipal transfer tax declarations; and

(ii) A joint direction to the Escrowee to transfer the Initial Earnest Money and the Additional Earnest Money Deposits into the Closing Escrow.

5. **Allocation of Closing Costs and Expenses.** Seller shall bear the cost of the Title Policy, the cost to record any instruments necessary to clear Seller's title, one-half the cost of the Escrow Account, one-half the cost of the Closing Escrow and one-half the cost of the "New York Style" closing fee. Purchaser shall bear the cost of any recording fees with respect to the Deed, one-half the cost of the Escrow Account, one-half the cost of the Closing Escrow, one-half the cost of the "New York Style" closing fee and the charges for any endorsements required by the Purchaser. State and county transfer taxes applicable to this transaction shall be paid by Seller and any municipal transfer taxes applicable to this transaction shall be paid as indicated in such ordinance and if no ordinance by Seller.

6. **Prorations.** The following prorations, except as specifically provided herein to the contrary, shall be made as of the Closing Date and shall be applied to reduce or increase the balance of the Purchase Price, as applicable:

(a) **Taxes.** On or before Closing, Seller shall pay all general real estate taxes and special assessments applicable to the Property which are due and payable or the amounts of which are otherwise known. General real estate taxes (i.e., taxes for the year for which such taxes are actually assessed) and special assessments relating to the Property (i.e., special assessments for the year for which such special assessments are actually assessed), to the extent not paid by Seller shall be prorated on the basis of 105% of the most recently issued annual tax bill and special assessments relating to the Property. To the extent any accrued general real estate taxes and special assessments are not paid by Seller, Purchaser shall receive a credit at Closing for such accrued and unpaid real estate taxes and special assessments through the Closing Date. Purchaser shall pay all real estate taxes and special assessments which are due and payable after the

Closing Date, including, without limitation, all accrued real estate taxes and special assessments which are attributable to periods prior to Closing for which Purchaser receives a credit hereunder. Seller represents that it has not received notice of any special assessments.

(b) **Utilities.** Gas, water, electricity, heat, fuel, sewer and other utilities and operating expenses relating to the Property (other than those billed directly or passed through to the tenants under the Leases and other than utilities for which final readings have been obtained as of the Closing Date) shall be paid by Seller through the date preceding the Closing Date based on final meter readings.

7. **Title Insurance.**

(a) **Title Commitment.** No later than twenty (20) days after the Effective Date, Purchaser shall order a commitment (the "**Commitment**") for a 1992 ALTA Owner's Policy of Title Insurance, or such other ALTA Owner's Policy version then being utilized by the Title Company, issued by Chicago Title Insurance Company (the "**Title Company**") showing title to the Land and improvements vested in Seller, subject only to: (i) the standard printed exceptions and general exceptions contained in the Commitment, (ii) general taxes not yet due and payable, (iii) matters created by, through or under Purchaser; and (iv) all matters approved or waived by Purchaser pursuant to Paragraph 7(b) below (hereinafter collectively referred to as the "**Permitted Exceptions**"). Purchaser shall deliver to Seller's attorney, upon receipt, a copy of the Commitment.

(b) **Title Approval.** Prior to the date which is forty-five (45) days after the Effective Date Purchaser shall deliver to Seller a notice of the objections that Purchaser may have to anything contained in or set forth in or disclosed by the Survey or the Commitment ("**Unpermitted Exceptions**"). Any exception to which Purchaser does not object shall be considered a "**Permitted Exception**." If Purchaser delivers notice of any Unpermitted Exceptions to Seller, Seller may within fifteen (15) days after Seller's receipt of the notice of Purchaser's Unpermitted Exceptions eliminate or satisfy the Unpermitted Exceptions, or commit to have such Unpermitted Exceptions waived or satisfied at Closing, to the reasonable satisfaction of Purchaser. If Seller is unable or unwilling to so correct the Unpermitted Exceptions, then Purchaser shall have the right, at its election but as its sole and exclusive remedy, to (a) waive the Unpermitted Exceptions and accept title to the Property subject to such Unpermitted Exceptions (in which event such exceptions shall be deemed a "Permitted Exception"), or (b) terminate this Agreement. In the event that on or before the end of the said 15-day period, Purchaser has not waived all of the Unpermitted Exceptions that have not been eliminated or satisfied by Seller, then Purchaser shall be deemed to have elected to terminate this Agreement. In the event Purchaser elects or is deemed to terminate this Agreement, the Escrowee shall be authorized to immediately deliver to Purchaser all Initial Earnest Money and neither party hereto shall have any further obligation or liability under this Agreement, except as otherwise provided to the contrary in this Agreement.

(c) **Title Policy.** As of the Closing Date, Seller shall cause the Title Company to issue to Purchaser its 1992 ALTA Owner's Policy of Title Insurance, or such other ALTA Owner's Policy version then being utilized by the Title Company, or irrevocable commitment to issue same (the "**Title Policy**") covering the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions. Any endorsement requirements requested by Purchaser shall be paid for solely by Purchaser.

8. **ALTA Survey.** Purchaser shall order, within thirty (30) days of Effective Date, a current ALTA survey of the Property (the "**Existing Survey**"). Purchaser shall deliver to Seller's attorney, upon receipt, a copy of the Survey. The Survey shall be certified to Seller, Purchaser and the Title Company.

9. **Purchaser's Contingencies.**

(a) **Information and Documentation.** Seller shall make available to Purchaser within ten (10) days after the Effective Date for Purchaser's review the information pertaining to the Property which is in Seller's possession or control including, but not limited to title insurance policies, leases, environmental reports, and engineering reports (collectively the "**Property Information**"). The Property Information being made available by Seller to Purchaser is subject to the following:

(i) By making the Property Information available to Purchaser, Seller represents that, to its knowledge, such information is accurate and is not false or materially incomplete;

(ii) In the event Purchaser does not acquire the Property pursuant to the terms of this Agreement, Purchaser will promptly return to Seller any of the Property Information which may have been delivered to Purchaser.

(b) **Due Diligence Period and Governmental Approval Period.**

(1) Purchaser shall have a period commencing on the Effective Date of this Agreement through and including sixty (60) days (the "**Due Diligence Period**") within which to determine the feasibility of acquiring the Property. If, in Purchaser's sole discretion, Purchaser is not satisfied with the feasibility of acquiring the Property, Purchaser shall have the right to terminate this Agreement by written notice to Seller no later than 5:00 p.m. C.S.T. on the 60th day after the Effective Date. Upon any termination of this Agreement by Purchaser pursuant to this Paragraph 9(b)(1) the Initial Earnest Money shall be returned to Purchaser and all rights and obligations of the parties hereunder shall cease, except for any obligations stated in this Agreement which are to survive the termination of this Agreement.

(2) Purchaser shall have Three hundred (300) days, commencing on the Effective Date (the "**Governmental Approval Period**"), to receive all required governmental approvals related to Purchaser's intended use of the Property. If Purchaser is unable to receive such governmental approvals during this time, Purchaser shall have the right to terminate this Agreement by written notice to Seller no later than 5:00 p.m. C.S.T. on the 300th day following the Effective Date. Upon any termination of this Agreement by Purchaser pursuant to this Paragraph 9(b)(2) the Initial Earnest Money, but not the Additional Earnest Money Deposits, shall be returned to Purchaser and all rights and obligations of the parties hereunder shall cease except for any obligations stated in this Agreement which are to survive the termination of this Agreement. Purchaser shall have no right to terminate this Agreement pursuant to this Section 9(b)(2) after the 300th day following the Effective Date.

(c) **Additional Contingencies.** This Agreement is further contingent on Purchaser's ability to enter in an acceptable agreement within thirty (30) days of the Effective Date to purchase the properties located at 425 S. Main Street, Lombard, Illinois (PIN 06-08-306-003) and the Five (5) foot wide easement identified as PIN 06-08-306-047. Upon any termination of this Agreement by Purchaser pursuant to this Paragraph 9(c) the Initial Earnest Money shall be returned to Purchaser and all rights and obligations of the parties hereunder shall cease, except for any obligations stated in this Agreement which are to survive the termination of this Agreement.

Purchaser shall have no right to terminate this Agreement pursuant to Sections 9(b) or 9(c) above if Purchaser is in default of this Agreement.

10. **Inspection.** During the Due Diligence Period, Purchaser shall have the right and opportunity to inspect the physical condition of the Property during normal business hours and upon at least one (1) business day prior notice and, at the election of Seller, accompanied by a representative of Seller, subject to the following:

(a) Purchaser's inspection shall not cause any irreparable injury to the Property;

(b) Purchaser, at its sole cost and expense, shall promptly repair any damage to the Property caused by its inspections and/or testing;

(c) Purchaser shall pay all costs and expenses incurred in connection with its inspection and/or testing; and

(d) Purchaser shall indemnify, defend and hold Seller harmless from and against any and all loss, cost, injury, damage, liability or expense, including, without limitation, reasonable attorneys' fees and court costs, and liability of any kind arising out of or in connection with Purchaser's activities on the

Property, directly or indirectly, including, without limitation, the acts and omissions of Purchaser's agents, employees, architects, engineers and other personnel. Purchaser's indemnification obligations provided for herein shall survive the termination of this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, the terms, provisions, conditions and indemnifications of this Paragraph 10 shall survive Closing and the delivery of the Deed or the termination of this Agreement.

11. **Representations.**

(a) **Representations of Seller.** In order to induce Purchaser to enter into this Agreement, Seller, to the best of its actual knowledge, represents to Purchaser as follows:

(i) Seller has received no notices of any violations of any laws, ordinances or regulations applicable to the Property which have not been cured.

(ii) This Agreement has been, and all the documents to be delivered by Seller to Purchaser at Closing will be, duly authorized, executed and delivered by Seller, are or will be legal, valid and binding obligations of Seller, will be sufficient at Closing to convey good and marketable title to Purchaser, are or will be at Closing enforceable in accordance with their respective terms, and do not and will not at Closing violate any provisions of any agreement to which Seller is a party or by which the Property is bound.

(iii) There are no actions, suits, or proceedings pending or, to Seller's actual knowledge; threatened against or relating to Seller or the Property in any court or before any administrative agency.

(iv) Seller has no actual knowledge of any adverse environmental conditions affecting the Property. Due to the age of the Property, Seller anticipates there may be asbestos containing materials within the Property and Purchaser is advised to conduct its own testing and evaluation of the Property for such materials.

(v) **Seller's Authority.** Seller has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by Seller hereunder.

(vi) **Requisite Action.** All requisite action has been taken or obtained by Seller in connection with the entering into this Agreement and the consummation of the transactions contemplated hereby, or shall have been taken prior to the Closing Date.

(vii) **Individual Authority.** The individual(s) executing this Agreement on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.

(b) **Representations of Purchaser.** In order to induce Seller to enter into this Agreement, Purchaser represents to Seller as follows:

(i) **Purchaser's Authority.** Purchaser has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by Purchaser hereunder.

(ii) **Requisite Action.** All requisite action has been taken or obtained by Purchaser in connection with the entering into this Agreement and the consummation of the transactions contemplated hereby, or shall have been taken prior to the Closing Date.

(iii) **Individual Authority.** The individual(s) executing this Agreement on behalf of Purchaser have the legal power, right, and actual authority to bind Purchaser to the terms and conditions of this Agreement.

12. **Casualty or Condemnation Prior to Closing.**

(a) **Casualty.** If, after execution of this Agreement but prior to the Closing Date, a material part (as defined in this Paragraph 12(a)) of the Property is destroyed or damaged by fire or other casualty, Seller will promptly notify Purchaser of such fact, and Purchaser will have the right to terminate this Agreement by giving notice to Seller not later than ten (10) days after notice from Seller to Purchaser. For the purposes hereof, a "material part" of the Property will mean a part of the Property which will cost in excess of ten (10%) percent of the Purchase Price to repair.

(b) **Condemnation.** If, prior to the Closing Date, all or any significant portion (as defined in this Paragraph 12(b)) of the Property is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), Seller will notify Purchaser of such fact promptly after obtaining knowledge thereof and Purchaser will have the right to terminate this Agreement by giving notice to Seller not later than ten (10) days after the giving of Seller's notice. For the purposes hereof, a "significant portion" of the Property will mean such portion of the Property which has a value (based on the aggregate of the cost of restoration and the diminution in the value of the Property after restoration) in excess of ten (10%) percent of the Purchase Price.

13. **Covenants.** Seller agrees that it:

(a) shall not, without first obtaining the written consent of Purchaser, enter into any contracts or agreements pertaining to the Property which would survive the Closing Date and be binding upon Purchaser;

14. **Default.**

(a) In the event Seller shall fail to comply with any of its obligations to be performed by Seller hereunder on or prior to the Closing Date, then Purchaser shall be entitled to elect, by written notice to Seller, as its sole and exclusive remedies hereunder, to (i) to terminate this Agreement and receive the return of the Initial Earnest Money and the Additional Earnest Money Deposits made by Purchaser, or (ii) enforce specific performance of this Agreement. Notwithstanding the foregoing, Purchaser shall provide written notice to Seller of any alleged failure on Seller's part to comply its obligations under this Agreement and Seller shall have five (5) business days after receipt of such notice to cure any such non-compliance.

(b) In the event Purchaser shall fail to comply with any of its obligations to be performed by Purchaser hereunder on or prior to the Closing Date, and provided that Purchaser does not terminate this Agreement pursuant to Paragraph 9, Seller shall be entitled to elect, by written notice to Purchaser, as its sole and exclusive remedy hereunder to retain the Initial Earnest Money and the Additional Earnest Money Deposits due and/or paid as liquidated damages, and in such event, this Agreement shall become null and void with neither party having any further rights or liabilities hereunder, except as provided for in this Agreement. Notwithstanding the foregoing, Seller shall provide written notice to Purchaser of any alleged failure on Purchaser's part to comply its obligations under this Agreement and Purchaser shall have five (5) business days after receipt of such notice to cure any such non-compliance.

15. **Possession.** Seller shall deliver possession of the Property to Purchaser on the Closing Date.

16. **Successors and Assigns.** Purchaser may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Seller, the granting or denial of which consent shall not be unreasonably withheld; provided, however, that Purchaser shall have the right to assign this Agreement without the consent of Seller to any entity affiliated with Purchaser subject to the following: (i) notice of such assignment is delivered to Seller and (ii) the Purchaser shall not be released from any liability under this Agreement as a result of any such assignment. No transfer or assignment by Purchaser in violation of the provisions hereof shall be valid or

enforceable. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

17. **Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by email.

Seller: Zeidler Properties, LLC
c/o Russell Zeidler
27508 N. Azatlan Drive
Rio Verde, AZ 85263
Email: russellzeidler@gmail.com

Zeidler Properties, LLC
c/o Sandra Zeidler
727 S. Oakland Avenue
Villa Park, IL 60181
Email: sanze1234@aol.com

With copies to: Ice Miller, LLP
c/o George S. Weems
2300 Cabot Drive, Suite 455
Lisle, IL 60532
Email: george.weems@icemiller.com

Purchaser: Helen M. Plum Memorial Library
110 W. Maple Street
Lombard, Illinois 60148
Attention: Barb Kruser, Executive Director
Email: bkruser@helenplum.org

With a copy to: Howard A. Metz
Robbins, Schwartz
55 West Monroe Street, Suite 800
Chicago, Illinois 60603
Email: hmetz@robbins-schwartz.com

Notice of change of address shall be given by written notice in the manner detailed in this Paragraph 17.

18. **Miscellaneous.**

(a) This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party.

(b) Time is of the essence of this Agreement.

(c) Paragraph headings shall not be used in construing this Agreement.

(d) Except as herein expressly provided, no waiver by a party of any breach of this Agreement by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows of such breach at the time it accepts such payment or performance.

(e) No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

(f) Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder may not be unreasonably withheld.

(g) This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

(h) No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in a writing signed by the party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

(i) If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of such performance shall be extended to the next business day.

(j) The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

(k) The effective date of this Agreement (the "**Effective Date**") shall be the latter of the respective dates set forth next to the signatures of Seller and Purchaser contained below.

(l) In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party rising out of this Agreement, then in that event the prevailing party as determined by a court of competent jurisdiction shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom.

(m) Purchaser and Seller each warrant and represent to the other that neither has engaged or dealt with any real estate agent or broker in connection with the transaction contemplated by this Agreement other than Wesland Partners, Inc. ("**Buyer's Broker**"). Buyer's Broker shall be paid by Purchaser pursuant to a separate agreement with Purchaser. Each party shall indemnify and hold the other party harmless from all claims of any other real estate agent or broker claiming by, through or under the indemnifying party and such indemnification obligations shall survive the termination of this Agreement.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Real Estate Purchase and Sale Agreement as of the Effective Date.

SELLER: ZEIDLER PROPERTIES, LLC

By: Russell Zeidler Sandra Zeidler
Name: Russell Zeidler Sandra Zeidler
Title: Manager Co-Manager
Date: 5/12/2020 5/12/2020

PURCHASER: BOARD OF TRUSTEES OF THE HELEN PLUM
MEMORIAL LIBRARY

By: Jason Brandt
Name: Jason Brandt
Title: President
Date: 5/12/2020

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN WILLARD HART'S RESUBDIVISION OF PART OF LOT 5 IN THE PLAT OF THE NORTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED DECEMBER 5, 1960 AS DOCUMENT 989424, IN DUPAGE COUNTY, ILLINOIS

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS TO AND EGRESS FROM SAID PARCEL 1 TO AND FROM MAIN STREET, AS CREATED BY AGREEMENT DATED APRIL 27, 1960 AND RECORDED MAY 2, 1960 AS DOCUMENT 963373, BETWEEN CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 19, 1959 AND KNOWN AS TRUST NUMBER 41681 AND ROBERT F. MARQUARDT AND SHOWN ON THE PLAT OF WILLARD HART'S RESUBDIVISION, RECORDED DECEMBER 5, 1960 AS DOCUMENT 98924, UPON AND OVER THE FOLLOWING DESCRIBED PREMISES:

THE WEST 230 FEET OF THAT PART OF LOT 5 IN THE PLAT OF THE NORTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SAID LOT 5; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 5 TO A POINT THAT IS 50 FEET NORTH OF THE NORTH LIE OF MORNINGSIDE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 1, 1908 AS DOCUMENT 93664, FOR A POINT OF BEGINNING; THENCE EAST ALONG A LINE THAT IS 50 FEET NORTH OF AND PARALLEL TO THE SAID NORTH LINE OF MORNINGSIDE SUBDIVISION, TO A POINT 235 FEET WEST OF THE EAST LINE OF LOT 6 OF SAID PLAT OF THE NORTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 8; THENCE SOUTH ALONG A LINE 235 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 6, A DISTANCE OF 15 FEET; THENCE WEST ALONG A LINE THAT IS 35 FEET NORTH OF AND PARALLEL TO THE SAID NORTH LINE OF MORNINGSIDE SUBDIVISION TO THE WEST LINE OF SAID LOT 5; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 5 TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

Commonly Known As: 401 S. Main Street, Lombard, Illinois.

Permanent Index Number: 06-08-306-001

EXHIBIT B

PERSONAL PROPERTY

- All fixtures associated with the improvement located upon the real property.
- All equipment associated with the improvement located upon the real property, in its "as-is" and "where-is" condition.