

Exhibit A

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made this ____ day of _____, 2023, between A & R Screening, LLC, or its assignee ("Purchaser"), and the Village of Homewood ("Seller"). The date that the last party signs the Agreement and delivers a copy to the other party shall be the date filled in above and shall be referred to herein as the "Effective Date."

WITNESSETH:

THAT FOR and in consideration of the mutual covenants, agreements and undertakings herein set forth, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller the real property described in Paragraph 1 below on the following terms:

1. Agreement of Purchase and Sale.

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller:

1.1. The real property legally described in Exhibit A attached and as shown on Exhibit B attached, consisting of approximately 6.27 acres of land (collectively the "Land") at 1313-1351 175th Street, Homewood, Illinois, 60430.

1.2 All improvements on the Land, including without limitation the two-story building, landscaping, parking lot, and other improvements (collectively called the "Improvements").

1.3 All mineral, water, irrigation and other property rights of Seller, if any, running with or otherwise pertaining to such Land.

1.4 All of Seller's right, title and interest in any easements, covenants, declarations, reciprocal easement agreements, tenements, hereditaments, gaps, gores and appurtenances to the Land.

The property interests described in Sections 1.1 through 1.4 above are referred to as the "Property."

2. Purchase Price.

2.1 The Purchase Price for the Property (the "Purchase Price") shall be One Dollar (\$1.00).

2.2 The Purchase Price shall be payable by delivery by Purchaser to Seller at Closing of good federal funds by check or wire transfer in an amount equal to

the Purchase Price, subject to adjustment as provided herein and as set forth in the settlement statement.

3. Seller's Deliveries.

On or before the Effective Date, Seller shall deliver to Purchaser copies of all the items on Exhibit C attached (the "Due Diligence Materials") to the extent in Seller's possession. If Seller obtains new or updated information or documentation regarding the Property before Closing, Seller shall immediately notify Purchaser of such fact and will promptly deliver all such supplemental information and documentation to Purchaser. Seller is not aware of any inaccuracies or incomplete documents in the Due Diligence Materials and Seller warrants that the copies delivered are true, correct and complete copies of the documents.

4. Contingencies.

4.1. Inspection Period.

Prior to signing this Agreement, Purchaser acknowledges that it has been allowed full access to the Property to inspect the Property.

4.2. Redevelopment Agreement.

This contract is contingent upon the Village of Homewood (Seller), and A & R Screening, LLC, or its assignee ("Purchaser"), entering into a redevelopment agreement for the Property.

4.3. Alternate Proposal Solicitation.

Purchaser acknowledges that 65 ILCS 5/11-74.4-4 requires the Seller to solicit alternate proposals or bids for the disposition of the Property.

4.4. This contract is contingent upon the Seller completing the purchase of Parcel 1 from Huey Partners LLC.

5. Commitment for Title Insurance/Title and Survey Matters.

5.1. Within ten (10) days after the Effective Date, Seller, at its sole cost and expense, shall cause a mutually acceptable title insurance company underwritten by Chicago Title Insurance Company ("Title Company" and "Escrow Agent") to deliver to Purchaser a commitment for an ALTA owner's policy of title insurance (the "Commitment"), showing Seller as fee title owner, naming Purchaser as the insured in the amount of the Purchase Price (or minimum amount required), issued by the Title Company, insuring the Property, together with legible copies of all recorded title documents referred to in the Commitment ("Title

Documents"). The Commitment shall be subject to only the: (i) "Permitted Exceptions" (defined in Section 5.2 below), (ii) any mortgages and similar liens of a definite or ascertainable amount which must be paid by Seller out of the closing proceeds ("Monetary Encumbrances") and (iii) any matters not objected to by Purchaser. Seller shall also provide Purchaser with a current ALTA survey.

5.2 The term "Permitted Exceptions" shall mean: (i) all non-delinquent taxes and assessments not yet due at the time of Closing, and (ii) any other title matters not objected to, waived or deemed waived by Purchaser.

5.3 If Purchaser objects to the Commitment and/or any survey, Purchaser shall give written notice to Seller before the expiration of the Inspection Period, specifying Purchaser's objections to such title exceptions and/or survey matters (the "Unpermitted Exceptions"). Seller shall at its option have five (5) days from receiving such notice to notify Purchaser in writing of any Unpermitted Exceptions that Seller shall cure, insure over or have removed from the Commitment before Closing. If Seller notifies Purchaser within such five (5) day period, or fails to notify Purchaser, that it is unable or unwilling to have the Unpermitted Exceptions removed before Closing, Purchaser shall, as Purchaser's sole remedy, have the option either to (i) terminate this Agreement, whereupon neither party shall have any further liability or obligation to the other, except as expressly provided herein; or (ii) proceed with the Closing and accept title to the Property as reflected in the Commitment and survey, whereupon such exceptions shall be deemed Permitted Exceptions, other than Monetary Encumbrances which shall be paid by Seller out of Closing proceeds. Purchaser shall exercise such option by delivery of written notice of such exercise to Seller within five (5) days after the earlier of: (a) the expiration of Seller's notice period for responding to Purchaser's title and survey objections, or (b) the date Seller gives Purchaser notice of its unwillingness or inability to remove any the Unpermitted Exceptions. If any title exceptions or survey matters are disclosed or modified by updates of the Commitment and/or the survey or other title "date-downs" that affect the marketability or insurability of the title to the Property or that adversely affect the use of the Property for its intended purposes or are objectionable to Purchaser, then Purchaser may after the discovery thereof notify Seller in writing, in which event Seller shall promptly employ its good faith best efforts to procure a cure for same, as required above, and upon the failure of Seller to effectuate a cure or Seller's failure to respond to Purchaser in writing, then Purchaser may elect any of the options set forth in subclauses (i) and (ii) above. If Purchaser fails to notify Seller of Purchaser's election within the five-day period required for Purchaser's notification of its election, then Purchaser shall be deemed to have elected option (ii).

6. Closing, Possession and Conditions Precedent to Closing.

6.1 Closing. The closing (the "Closing") of the transaction contemplated shall take place on or before January 31, 2024. The date upon which the Closing actually occurs shall be referred to herein as the "Closing Date." Seller shall give sole and exclusive possession of the Property to Purchaser at Closing, subject only to the Permitted Exceptions. The Closing shall take place at the Chicago office of the Title Company (which shall allow delivery of documents into escrow) by means of a "New York Style Closing" with the parties delivering their closing documents, the Title Company's concurrently delivering the closing documents, committing to delivery of the Title Policy described in Section 6.4(b) below to Purchaser, and the concurrent payment of the Purchase Price, all with no parties required to be present.

6.2 At Closing, Seller shall deliver to the Escrow Agent, with copies to Purchaser:

(a) A duly executed and acknowledged Special Warranty Deed (the "Deed") conveying to Purchaser the fee simple interest in the Property, subject only to the Permitted Exceptions.

(b) A duly executed affidavit of Seller, stating Seller's United States taxpayer identification number and that Seller is not a foreign person as defined in Internal Revenue Code § 1445.

(c) A MyDec transfer tax declaration in form customary for the State, County City of the Property ("Transfer Tax Declaration") and any municipal transfer tax declarations.

(d) An ordinance from Seller approving and authorizing it to sell the Property and granting authority to a specific person to bind the Seller.

(e) A settlement statement agreed to between Seller and Purchaser ("Settlement Statement"), signed by Seller, setting forth the Purchase Price, credits, prorations, and disbursements under this Agreement.

(f) An owner's affidavit.

(g) Documents requested by the title company for obligations required of Seller under this Agreement or to provide extended coverage, including, without limitation, Owner's Affidavit, Survey Affidavit of no change, if required by the Title Company to provide extended coverage, Gap Indemnity, and any other reasonable documentation.

6.3 At Closing, Purchaser shall deliver to the Escrow Agent:

(a) The balance of the Purchase Price, subject to adjustment on the Settlement Statement, by wire transfer of federal funds.

(b) The Settlement Statement signed by Purchaser, setting forth the Purchase Price, credits, prorations, and disbursements under this Agreement.

(c) A counterpart of the Transfer Tax Declaration.

(d) Any other document requested by the Title Company to close the transaction.

6.4 Conditions to Obligations to Close. The obligations of Purchaser to consummate the transactions contemplated shall be subject to fulfilling these conditions ("Purchaser's Conditions"), any of which may be waived in writing by Purchaser in its sole and absolute discretion:

(a) At Closing, Seller will cause the Title Company to issue (or commit irrevocably and unconditionally to issue) to Purchaser an owner's policy of title insurance in accordance with the requirements of the Commitment subject only to the Permitted Exceptions (the "Title Policy").

(b) The representations and warranties of Seller in this Agreement shall be true on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date, and Seller will so certify.

(c) Seller shall have performed the agreements, covenants and obligations made and contained in this Agreement to be performed or complied with by Seller on or before the Closing Date.

(d) Delivery of sole and exclusive possession of the Property to Purchaser subject only to the Permitted Exceptions.

7. Prorations; Closing Adjustments.

7.1 All real estate taxes and assessments, due and owing or delinquent before Closing, whether or not they have become liens, shall be the responsibility of Seller and paid by Seller before the due date and at or before Closing. This obligation shall survive Closing. All real estate taxes not yet due and owing through and including the day of Closing shall be paid by Seller as they become due.

7.2 In the event any special assessments, water or sewer assessment, code violations, fines or other assessments have been levied against the Property for any period on or before the Closing Date, Seller shall pay the same at or before Closing. These obligations shall survive Closing. All water, sewer, and other utility charges currently due shall be adjusted as of the Closing Date. Any of these payments due and owing as of the Closing Date shall be credited to Purchaser from Seller at Closing and any prepaid amounts shall be credited to Seller from Purchaser.

7.3 Seller shall pay: (i) the cost of the Title Commitment; (ii) the costs for the standard coverage portion of the Purchaser's owner's Title Policy premium; (iii) all State, County and municipal transfer taxes; (iv) half of all escrow and closing costs, and (v) all costs for any endorsements to cure, remove or insure over any title exceptions agreed to be cured by Seller. Purchaser shall pay: (i) the cost of the extended coverage portion of the Title Policy premium and all endorsements to the Title Policy requested by Purchaser; (ii) half of all escrow costs, and (iii) the cost to record the deed. The parties shall pay their respective attorney's fees. Any other costs and charges in connection with the Closing shall be paid by Seller or Purchaser, respectively, as is customary in the area in which the Property is located.

8. Representations, Warranties, Covenants and Agreements of Seller and Purchaser.

8.1 Seller represents, covenants and warrants to Purchaser and agrees, as of the date of this Agreement and, without further writing as of the Closing Date, as follows:

(a) Seller holds fee title to Parcels 2 and 3 of the Property subject only to those rights-of-way, easements, conditions, covenants and restrictions of record. There are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights regarding the Property or any part thereof through written agreement, orally or by operation of law.

(b) Seller is under contract to purchase Parcel 1 of the Property on November 30, 2023. After completion of the purchase, Seller will hold title to Parcel 1 of the Property subject only to those rights-of-way, easements, conditions, covenants and restrictions of record. There will be no persons in possession of or occupancy of the Property or any part thereof, nor will there be any persons who have possessory rights regarding the Property or any part thereof through written agreement, orally or by operation of law.

(c) All required payments of Seller have been made and there is no default by Seller, nor has Seller received any written notice of default from any

property owner, tenant or other party under any reciprocal easement agreements or declarations or similar documents, nor are there any facts known to the Seller that would constitute a default by Seller or, to Seller's knowledge, by any property owner or tenant under any reciprocal easement agreements or declarations or similar documents.

(d) There is no lawsuit or similar proceeding filed, or to the best of Seller's knowledge, threatened to be filed, against Seller regarding the Property before any court, tribunal, mediator, arbitrator, governmental or administrative agency. Seller has received no notices and is not aware of any pending or threatened: (a) condemnation, eminent domain or similar proceeding against the Property, (b) special assessments against the Property, or any real estate tax protest, or similar proceeding; or (c) any public plans or proposals for changes in road grade, access or other municipal improvements or for any adjacent developments that may affect the Property. There is no bankruptcy, assignment for the benefit of creditor or insolvency proceedings filed against or by Seller wherein Seller is identified as the debtor.

(e) Seller has taken all required measures to approve the sale and has all requisite power and authority to enter into and perform Seller's obligations under this Agreement and to sell the Property. The execution of this Agreement has been duly authorized by all requisite actions and this Agreement is enforceable against Seller under its terms.

(f) To the best of the Seller's knowledge, the Property has utilities necessary for the operation of the Property and no fact or condition exists that would cause the termination of access to and from the Property or the cessation of utilities for the operation of the Property.

(g) Seller shall not, without the prior written consent of Purchaser, enter into, amend, extend or grant any concessions regarding any lease, reciprocal easement agreement, declaration or any other documents affecting the property, or accept any prepayment of rent for more than one month in advance. Seller shall promptly deliver to Purchaser a copy of any notice (including without limitation, a notice of default) received from any property owners under any easement agreements, declarations or from any governmental authority or from any tenant or adjacent property owners. Seller shall not intentionally do anything, or permit anything to be done, that would impair or modify the status of title as shown on the Commitment or the survey.

(h) Seller is not a foreign person or entity under the Foreign Investment and Real Estate Property Tax Act or the Tax Reform Act of 1984.

(i) As of the Closing Date, the Property will be clear of any encumbrances or liens of an ascertainable amount which can be removed by the payment of a liquidated amount of money, except for the Permitted Exceptions, and such encumbrances and liens as paid by Seller at Closing.

(j) From the Effective Date until Closing, Seller shall continue to manage and operate the Property in a reasonable manner consistent with other similar commercial properties in Homewood, Illinois, including performing all maintenance and snow removal, paying all operating expenses, real estate taxes, insurance and utilities before their due date, keeping the Property free of liens and code violations, and maintaining property and liability insurance in commercially reasonable amounts.

(k) Except as set forth in the Due Diligence Materials, to the best of Seller's knowledge, the Property complies with all environmental laws relating to "hazardous materials or toxic materials or substances" (as those terms are defined under all applicable environmental laws, rules, regulations and ordinances in Illinois, , the United States, and by the United States Environmental Protection Agency (referred to as "Environmental Laws")) and Seller has received no notice from any person, property owner, or governmental agency that the Property is in violation or may violate any Environmental Laws or of any release or suspected release of hazardous materials on the Property or adjacent properties. There are no underground storage tanks at the Property. The Property is not being used, and to the best of Seller's knowledge, has never been used, for the storage or disposal of any hazardous materials or toxic waste or as a dump site, the Property is not currently subject to any grading, slope or drainage restrictions which would obligate or require any owner of the Property to accept, supply, deliver or collect drainage water, surface water or irrigation water to or from any real property within the reasonable vicinity of the Property and there are no unrecorded share expense agreements, repayment agreements, reimbursement agreements, tax increment financing or development agreements that affect all or any portion of the Property and that could require Purchaser to pay any money in full or partial satisfaction of any such agreements.

(l) Seller owns no personal property located on the Property or to the extent it does will remove it by Closing.

(m) Seller is not a party to any management, service or other contracts or agreements that will be binding on Purchaser or the Property after Closing.

(n) Seller will (1) continue to operate the Property as heretofore operated; (2) maintain the Property in its current condition and perform routine and required maintenance and replacements; (3) pay before Closing all sums due for work, materials or services furnished or otherwise incurred in the ownership,

use or operation of the Property; (4) comply with all governmental requirements applicable to the Property; (5) not place or permit to be placed on any portion of the Property any new improvements of any kind or remove or permit any improvements to be removed from the Property; and (6) not cause or create any easements, encumbrances, or liens to arise or to be imposed upon the Property or to allow any amendment or modification to any existing easements or encumbrances.

(o) To Seller's knowledge, the Due Diligence Materials are true, correct and complete in all material respects. Seller has delivered to Purchaser all Due Diligence Materials its possession or control.

(p) There are no rights of first refusal or options to purchase the Property (or any part thereof) contained in any agreement affecting the Property (or any part thereof).

8.2 Seller shall indemnify and hold Purchaser harmless from and against any costs, fees, charges, penalties or liabilities of any kind resulting from any "bulk sales" taxes, fees or charges assessed by any applicable governmental authority or agency related solely to the period of Seller's ownership of the Property. This indemnification shall survive the Closing.

8.3 Purchaser represents and warrants to Seller, as of the date of this Agreement and without further writing as of the Closing that Purchaser is authorized and permitted to enter into this Agreement, to execute any documentation required, and to perform this Agreement, none of which conflicts with any provision of any law, rule or regulation applicable to Purchaser. This Agreement is a valid and binding obligation of Purchaser under its terms.

8.4 All representations and warranties of Seller or Purchaser in this Agreement shall survive the Closing.

9. Damage or Condemnation.

9.1 In the event of any eminent domain or condemnation action before or on the Closing Date Seller shall immediately notify Purchaser and Purchaser may elect, in its sole discretion, to (a) terminate this Agreement, in which event neither party shall have any further liability under this Agreement except for those obligations which expressly survive the termination of this Agreement, or (b) proceed to Closing, whereupon at Closing Seller shall transfer the Property less any portion of the Property taken by eminent domain or condemnation or conveyed in lieu of condemnation. If Purchaser elects to close on the Closing Date, Seller shall assign to Purchaser, all of Seller's interest in any proceeds or awards that may thereafter be made for any taking or condemnation. The

Purchase Price shall be reduced by any such proceeds or awards collected and retained by Seller before the Closing Date, provided, however, Seller shall not negotiate and agree to any settlement or payment without Purchaser's prior written approval, which shall not be unreasonably withheld or delayed.

9.2 If the Property suffers any damage or destruction before Closing, Purchaser may elect, at Purchaser's sole option, to: (a) proceed to Closing and take the Property subject to such damage or destruction and Seller shall assign any insurance proceeds to Purchaser (but only to the extent of Seller's rights in same) and Purchaser shall receive a credit at Closing in the amount of any deductible being carried under such insurance policy, or (b) terminate this Agreement in which event neither party shall have any further liability under this Agreement except for those obligations which expressly survive the termination of this Agreement.

10. Brokerage.

Purchaser represents and warrants to the Seller, as of the date of this Agreement and without further writing as of the Closing, it has not engaged services of a real estate agent or broker who would be owed a commission or finder's fee in connection with this transaction. Seller represents and warrants to the Purchaser that it will be responsible for any broker commission or finder's fee in connection with this transaction for services contracted by the Seller. Each party agrees to indemnify the other party regarding any claim made for any commission or finder's fee arising out of the warranting party's conduct. This Section 10 shall survive the Closing.

11. Default.

11.1 If this transaction does not close due to Purchaser's default or Purchaser is otherwise in default of its obligations under this Agreement, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement by written notice to Purchaser and upon such termination this Agreement shall be of no further effect and neither party shall have any further rights, duties, or obligations except regarding the provisions hereof which expressly survive the termination of this Agreement. Purchaser shall not be liable to Seller for any punitive, speculative, incidental, consequential or damages for loss of opportunity or lost profit if Purchaser's default occurs.

11.2 If this transaction is not closed due to a default of Seller or Seller is otherwise in default of its obligations under this Agreement, then Purchaser shall have the option of (i) terminating this Agreement by written notice to Seller, and neither party shall have any further liability under this Agreement, except for those obligations which expressly survive the termination of this Agreement, or (ii) enforcing this Agreement by specific performance, or (iii) Purchaser shall

have all rights and remedies at law and in equity if any intentional default by Seller occurs that renders specific performance unavailable.

11.3 Before exercising any remedy under this Agreement, the non-defaulting party shall provide notice to the defaulting party and the defaulting party shall have three (3) days to cure such default.

12. Notices.

All notices permitted or required under this Agreement may be made by a party or the party's attorney to the other party or the other party's attorney and shall be in writing and shall be served by one of these methods: (a) hand delivery, or (b) deposit thereof with Federal Express or other nationally recognized overnight delivery service for next day delivery, or (c) by facsimile transmission, or (d) by email transmission. All notices shall be addressed to the parties to whom such notices are intended as set forth below:

To the Village:

Village Manager
Village of Homewood
2020 Chestnut Road
Homewood, Illinois 60430

To the Developer:

John LeRoy
4611 136th Street
Crestwood IL 60418

With Copy to:

Christopher J. Cummings
Christopher J. Cummings, P.C.
2024 Hickory Road, Suite 205
Homewood, Illinois 60430

With Copy to:

Daniel Shapiro
Shapiro & Associates Law
618 Academy Drive, Unit B
Northbrook IL 60062

Either party may change its address by giving notice to the other under this Section. Notice sent by an attorney on behalf of their client shall be deemed proper notice from the party. Notice personally delivered shall be effective on the date of delivery. Notices sent by a nationally recognized overnight courier shall be effective on the date of delivery as indicated by the carrier's on-line record. Notice sent by facsimile shall be effective on the date of delivery during the hours of 8a.m. to 6p.m. CST, Monday through Friday, with proof of successful transmission which shall be retained by the sender. Notice sent by email shall be effective on the date of delivery during the hours of 8 a.m. to 6 p.m. CST, Monday through Friday.

13. Miscellaneous.

13.1 Section Headings. The Section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language thereof.

13.2 Entire Agreement. All previous negotiations and agreements between the parties, regarding the transaction set forth herein, are merged in this instrument which alone fully and completely expresses the parties' rights and obligations. This Agreement is the entire agreement between the parties regarding the Property and supersedes any other prior agreements and understandings, whether written or oral, formal or informal.

13.3 Governing Law. This Agreement shall be governed by the internal laws of the State of Illinois without reference to its conflict of law provisions.

13.4 Invalidity of Terms. If any term or provision of this Agreement is held illegal, invalid or unenforceable as a matter of law, the remaining terms and provisions of this Agreement shall not be affected, but each such term and provision shall be valid and shall remain in full force.

13.5 Time/Dates. Time is of the essence of this Agreement. If any date in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

13.6 Dispute/Attorney's Fees. If a dispute arises between the parties regarding the enforcement of either party's obligations contained herein, the prevailing party shall be entitled to reimbursement of its reasonable attorney's fees, court costs, and expenses incurred in connection therewith. This Section 13.6 shall survive the early termination or closing of this transaction.

13.7 Amendment. This Agreement may be amended, modified or terminated only by a written instrument executed by Seller and Purchaser.

13.8 Termination at Closing. Except as expressly provided for herein, the provisions of this Agreement shall terminate with the Closing and shall be of no further force or effect.

13.9 Waiver of Rights. No right under this Agreement may be waived, except by written instrument executed by the party waiving such right. No waiver of any breach of any provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach of that provision or of any other provision in this Agreement. No extension of time for performance of any obligations or acts shall

be deemed an extension of the time for performance of any other obligations or acts.

13.10 Assignment. Purchaser may assign this Agreement to any assignee or single purpose entity; if: (i) such assignee shall expressly assume all of Purchaser's obligations; and (ii) Purchaser shall provide Seller with written notice of such assignment.

13.11 1031 Exchange. At either party's option and at no loss, cost, liability, or expense to the other party, both parties agree to cooperate with one another in closing this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code, if (a) no party making such accommodation shall be required to acquire any substitute property, (b) such exchange shall not affect the representations, warranties, liabilities and obligations of the parties to each other under this Agreement, (c) no party making such accommodation shall incur any additional cost, expense or liability in connection with such exchange (other than expenses of reviewing and executing documents required in connection with such exchange), and (d) no dates in this Agreement will be extended as a result thereof. Each party's right, title and interest under this Agreement, but not its obligations, shall be assignable to a "Qualified Intermediary" of its choice. For purposes of this Agreement, the term "Qualified Intermediary" shall have the same meaning as that found in Section 1.103(k)-(g)(4)(iii), Income Tax Regulations.

13.12 Binding Agreement. Purchaser and Seller acknowledge and agree that they intend this Agreement to be a binding and enforceable agreement, subject to the terms set forth herein, and each party waives any right to hereafter challenge the enforceability of this Agreement because the inspection and due diligence contingencies in this Agreement are not sufficient consideration to make this Agreement a valid contract. Purchaser agrees to use its good faith efforts to perform its due diligence activities regarding the Property. Seller agrees that Purchaser's due diligence efforts will require Purchaser to expend significant time and money, and that the expenditure of such time and money by Purchaser constitutes sufficient consideration to Seller for Seller granting Purchaser the time set forth in this Agreement to investigate and resolve all of its contingencies and agreeing to be bound by this Agreement.

13.13. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute the same Agreement. Any counterparts of this Agreement and any subsequent amendments may be executed and delivered by any party by email transmission in portable document format "(PDF)" and any document so executed and delivered shall be considered an original for all purposes

14. Confidentiality.

14.1 Either party (the "Providing Party") may provide the other party (the "Receiving Party") with confidential or proprietary information, including intended future use site plans and identification of proposed future users, whether disclosed orally, in writing or upon inspection of documents or other tangible property (such information, together with any documents or records prepared by the Providing Party or Receiving Party or any of its affiliates, which contain or otherwise reflect or are generated from such information, the "Confidential Information"). The term "Confidential Information" shall not include information that (i) is or becomes generally available to the public other than because of a disclosure by the Receiving Party; (ii) is specifically permitted in writing by the Providing Party, before any disclosure by the Receiving Party, to be so disclosed; or (iii) is disclosed in compliance with the requirements of any law, subpoena or administrative, regulatory or judicial process (provided that, to the extent reasonably feasible under the circumstances, prior written notice of such disclosure is furnished to the other party Providing Party to afford the Providing Party an opportunity to seek a protective order).

14.2 The Receiving Party's review and inspection of the Confidential Information shall be undertaken solely to evaluate the transaction contemplated herein. The Receiving Party shall use the Confidential Information solely for such purpose. Except as specifically provided, the Receiving Party shall not disclose, and shall use reasonable efforts to prevent any other person or entity from disclosing, any Confidential Information to any other party without the Providing Party's prior written consent; provided, however, that the Receiving Party may share Confidential Information with its advisors, consultants, attorneys, investors, accountants and lenders in connection with evaluating and financing the transaction contemplated.

14.3 If the Closing does not occur, the Receiving Party shall promptly deliver to the Providing Party or destroy all documents furnished by the Providing Party constituting Confidential Information.

14.4 Notwithstanding the foregoing, the parties acknowledge that Seller is a public body subject to the Illinois Freedom of Information Act (FOIA). If the Seller receives a FOIA request, Seller shall have the sole authority to determine what records concerning this transaction, if any, are responsive to the FOIA request and shall be tendered to the requestor. If Purchaser provides Seller with information, documents, or data it believes to be proprietary, privileged, or confidential as defined by Section 7, paragraph (1)(g) of the FOIA (5 ILCS 140/7(1)(g)), it shall identify them as such when tendered to the Seller.

(Signatures on next page)

IN WITNESS WHEREOF, this Agreement is entered into as of the date and year first above written.

Village of Homewood
an Illinois municipal corporation

A & R Screening, LLC

By:

Village President

Attest:

Village Clerk

By:

Its: _____

Attest:

By:

Its: _____

EXHIBIT A

Legal Description of Property

PARCEL 1 (1313 175th Street-office building)

Legal Description:

LOT 1 IN INDUSTRIAL SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1982 AS DOCUMENT NO. 26214942 IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 29-32-101-047-0000

PARCEL 2 (1351 175th Street-vacant land)

LOT 1 IN INDUSTRIAL SUBDIVISION UNIT NUMBER 1, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1982 AS DOCUMENT NUMBER 26214941 IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 29-32-101-048-0000

PARCEL 3 (1351 175th Street-vacant land)

LOTS 1, 2, 3 AND OUTLOT "D" IN BLOCK 4, ALL IN PRAIRIE LAKES BUSINESS CENTER, BEING A PLANNED UNIT DEVELOPMENT IN THE NORTHWEST 1/4, THE NORTHEAST 1/4, AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:

29-32-101-066-0000

29-32-101-067-0000

29-32-101-068-0000

29-32-101-076-0000

EXHIBIT B

Diagram of Property

INSERT SURVEYS

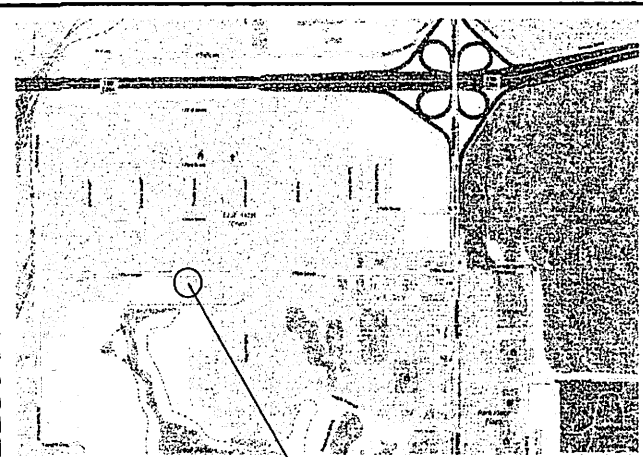
"ALTA/NSPS LAND TITLE SURVEY"

Associated Surveying Group, LLC
 (Illinois Prof. Design Firm No. 184-024973)
 P.O. Box 810 Bolingbrook, IL 60440
 TEL: 630-759-0205 FAX: 630-759-9291

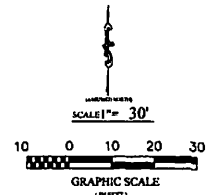
PARCEL 1: LOT 1 IN INDUSTRIAL SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1982 AS DOCUMENT NO. 26214942 IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF VACATED THROOP STREET LYING EAST OF PARCEL 1 FOR A MEASUREMENT OF 60X300 FEET AS DEPICTED ON THE PLAT ATTACHED THERETO, PURSUANT TO ORDINANCE M-1764 RECORDED DECEMBER 2, 2008 AS DOCUMENT 0833729009.

COMMONLY KNOWN AS: 1313 W. 175TH STREET, HOMEWOOD, IL 60430
 PIN #: 29-32-101-047

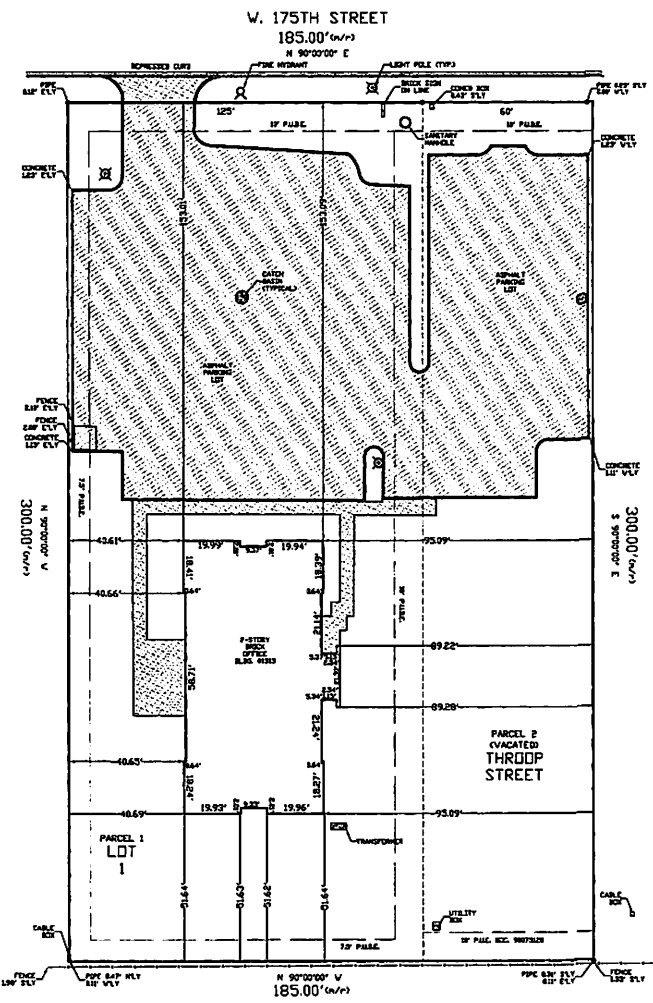


LOCATION MAP PROVIDED BY OPEN STREET MAP
 PROJECT LOCATION
 VICINITY MAP



BASIS OF BEARINGS
 BEARINGS ARE BASED ON INDUSTRIAL SUBDIVISION UNIT 2 SURVEY PLAT. THE SOUTHERLY LINE OF W. 175TH STREET IS ASSUMED N90°00'00"E.

AREA
 55546.6761 SQ. FT.
 1.273 ACRES



SURVEYOR NOTES

- COMPARE THE LEGAL DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE. ALSO, COMPARE ALL FIELD MEASURED LOT CORNERS & BUILDING TIES WITH THIS PLAT BEFORE CONSTRUCTION AND REPORT ANY DIFFERENCE AT ONCE.
- NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- BUILDING LINES AND BASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO DEPICTED ON THE RECORDED SUBDIVISION PLAT. REFER TO YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE FOR ADDITIONAL ENCUMBRANCES.
- NO CERTIFICATION IS MADE AS TO THE LOCATIONS OF UNDERGROUND UTILITIES SUCH AS, BUT NOT LIMITED TO, ELECTRIC, TELEPHONE, CABLE TV, GAS, WATER, SANITARY AND STORM SEWERS. ONLY ABOVE-GROUND VISIBLE FEATURES ARE SHOWN. OTHER UTILITIES MAY EXIST OF WHICH SURVEYOR HAS NO KNOWLEDGE.
- ALL LOCATED UTILITIES WERE DONE BY SURFACE OBSERVATION. PLEASE CALL "JULIE" AT 1-800-852-0123 OR (CITY OF CHICAGO) "DIGGER" AT 1-312-744-7000 BEFORE STARTING ANY CONSTRUCTION FOR THE LOCATION OF ANY ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON.
- THIS SURVEY MAY NOT REFLECT ALL UTILITIES OR IMPROVEMENTS IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING OR ARE COVERED BY SUCH ITEMS AS DUMPSTERS, TRAILERS, CARS, DIRT, PAVING OR SNOW. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.
- THE LOCATION OF THE PROPERTY LINES SHOWN ON THE FACE OF THIS PLAT ARE BASED UPON THE DESCRIPTION AND INFORMATION FURNISHED BY THE CLIENT, TOGETHER WITH THE TITLE COMMITMENT. THE PARCEL WHICH IS DERIVED MAY NOT REFLECT ACTUAL OWNERSHIP, BUT REFLECTS WHAT WAS SURVEYED. FOR OWNERSHIP, CONSULT YOUR TITLE COMPANY.
- ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.
- FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN OR STATED HEREON REFER TO YOUR DEED, TITLE POLICY, ORDINANCES, ETC.
- COPIES OF THIS SURVEY WITH AN EMBOSSED SEAL SHALL BE DESIGNATED OFFICIAL COPIES. THE SURVEY WAS PREPARED ONLY FOR THE CLIENT AS STATED HEREON AND IS NON-TRANSFERABLE.
- OBSERVABLE EVIDENCE OF SUBSTANTIAL FEATURES, IF ANY, ARE SHOWN ON SURVEY.

NOTE: THE RECORD DOCUMENTS SHOWN ON THIS ALTA/NSPS SURVEY ARE THOSE DOCUMENTS DETERMINED BY CHICAGO TITLE AND TRUST COMPANY AND SET FORTH IN THE TITLE COMMITMENT NUMBER: CCH2303524LD DATED JUNE 16, 2023 AS AFFECTING THE PROPERTY DEPICTED ON THIS LAND TITLE SURVEY. BY NOTING SAID DOCUMENTS ON THIS SURVEY PLAT, ASSOCIATED SURVEYING GROUP, LLC MAKES NO REPRESENTATION AS TO THE EXISTENCE OF ANY OTHER RECORD DOCUMENTS THAT MAY AFFECT THE SURVEYED PROPERTY.

TO: CHICAGO TITLE AND TRUST COMPANY AND VILLAGE OF HOMEWOOD
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 4, 7(a) AND 8 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 6, 2023.

DATE: OCTOBER 19, 2023

 LEONARD G. HEAVY, PLS NO. 35-2907
 LICENSE EXPIRES: 11/30/2024

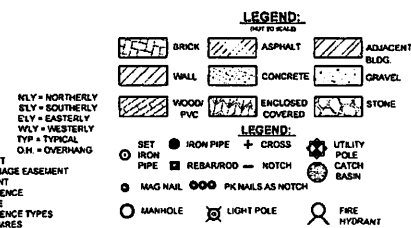
Field Date: OCTOBER 6, 2023
 Client: VILLAGE OF HOMEWOOD
 Job No.: 89393-23

NOTES FROM SCHEDULE B PART II

PER CHICAGO TITLE INSURANCE COMPANY'S TITLE COMMITMENT NO. CCH2303524LD DATED JUNE 16, 2023 PROVIDED BY THE CLIENT

EXCEPTION	AFFECTS PROPERTY	NOTE
1. RIGHTS OR CLAIMS NOT RECORDED	YES	NOT FLOTTABLE
2. ENCROACHMENTS, ENCUMBRANCE VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE	YES	IF ANY, FLOTTED
3. EASEMENTS NOT RECORDED	YES	NOT FLOTTABLE
4. SERVICES, LABOR OR MATERIAL LIENS NOT RECORDED	YES	NOT FLOTTABLE
5. TAXED OR SPECIAL ASSESSMENT LIENS NOT RECORDED	YES	NOT FLOTTABLE
6. PROPERTY EXCLUDED ALTA/NSPS (IF AND SURVEY)	YES	NOT FLOTTABLE
7. ANY DEFECT, LACK OF CLEARANCE, ADVERSE CLAIM RECORDED FOR FIRST TIME	YES	NOT FLOTTABLE
8. COMPANY MAY PAY TAXES WHEN PLANNED ORIGINAL BILL	YES	NOT FLOTTABLE
9. PUBLIC ACT 96-588 REQUIRES COMPLETION OF HISTORICAL RECORD	YES	NOT FLOTTABLE
10. NOTE REGARDING PREDATORY LENDING DATABASE ACT	YES	NOT FLOTTABLE
11. NOTE COUNTY RECORDER REQUIREMENTS FOR DOCUMENTS	YES	NOT FLOTTABLE
12. TAXES 29-32-101-047-0-00	YES	NOT FLOTTABLE
13. BASEMENT FOR ILLINOIS BELL AND COMMONWEALTH EDISON COMPANIES AND THEIR SUCCESSORS AND ASSIGNS RECORDED AS DOCUMENT 20090905	YES	FLOTTED
14. RESERVATION IN SPECIAL VARIATION DEED RECORDED MAY 19, 1982 AS DOCUMENT 2023300	YES	NOT FLOTTABLE
15. PUBLIC UTILITY, DRAINAGE AND C.A.T.V. EASEMENTS ON INDUSTRIAL SUBDIVISION UNIT 2 RECORDED APRIL 28, 1982 AS DOCUMENT 26214942	YES	FLOTTED
16. BASEMENT FOR NORTHERN ILLINOIS GAS CO., COMMONWEALTH EDISON & ILLINOIS BELL, SUCCESSORS AND ASSIGNS IN INDUSTRIAL SUBDIVISION UNIT 2 PLAT RECORDED AS DOCUMENT 20216942	YES	FLOTTED
17. ORDINANCE M-602 OF VILLAGE OF HOLYWOOD RECORDED FEBRUARY 7, 1980 AS DOCUMENT 255-30091 GRANTING PRELIMINARY APPROVAL FOR WASHINGTON PARK PLANNED UNIT DEVELOPMENT	YES	NOT FLOTTABLE
18. 10 FOOT SANITARY SEWER ALONG NORTH 10 FEET OF LAND AS DISCLOSED BY CURV BY MADE BY GEORGE C. RAINY DATED SEPTEMBER 8, 1981 AND REVISED APRIL 9, 1992	YES	FLOTTED
19. COVENANTS, CONDITIONS AND RESTRICTIONS PERFORMANCE RECORDED AUGUST 29, 1989 AS DOCUMENT 884688 GRANTING APPROVAL OF A PLANNED UNIT DEVELOPMENT	YES	NOT FLOTTABLE
20. DOCUMENTS REQUIRED FOR REVIEW PRIOR TO ISSUANCE OF ANY TITLE INSURANCE PRECATED UPON CONVEYANCE OR ENCUMBRANCE FROM ANY PLATA LLC	YES	NOT FLOTTABLE
21. STATEMENT OF NO PROPERTY MANAGER/EMPLOYEED OWNERSHIP WAIVER FOR ANY PROPERTY MANAGER	YES	NOT FLOTTABLE
22. EXISTING UNRECORDED LEASES	YES	NOT FLOTTABLE
23. ALL ENDORSMENT IT REQUESTS MADE PRIOR TO CLOSING	YES	NOT FLOTTABLE

ABBREVIATIONS:
 A = ARC LENGTH
 R = RADIUS
 CH = CHORD LENGTH
 (M) = MEASURED VALUE
 G.S.L. = BUILDING SETBACK LINE
 TYP = TYPE
 V.E.A.C.E. = VILLAGE CITY EASEMENT
 CHAIN LINK FENCE
 WOOD FENCE
 ALL OTHER FENCE TYPES
 OVERHEAD WIRES



Parcel 1

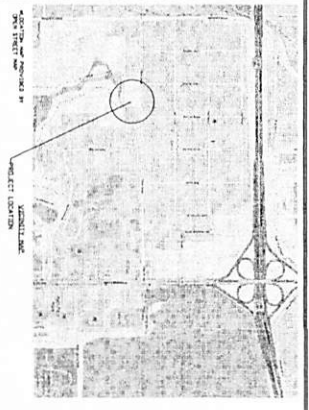
Amersford Surveying Group, LLC
 P.O. Box 100, Yorkville, IL 60558
 P.E. AND S.L. #123456789
 P.L.S. #987654321

"ALTANSPS LAND TITLE SURVEY"

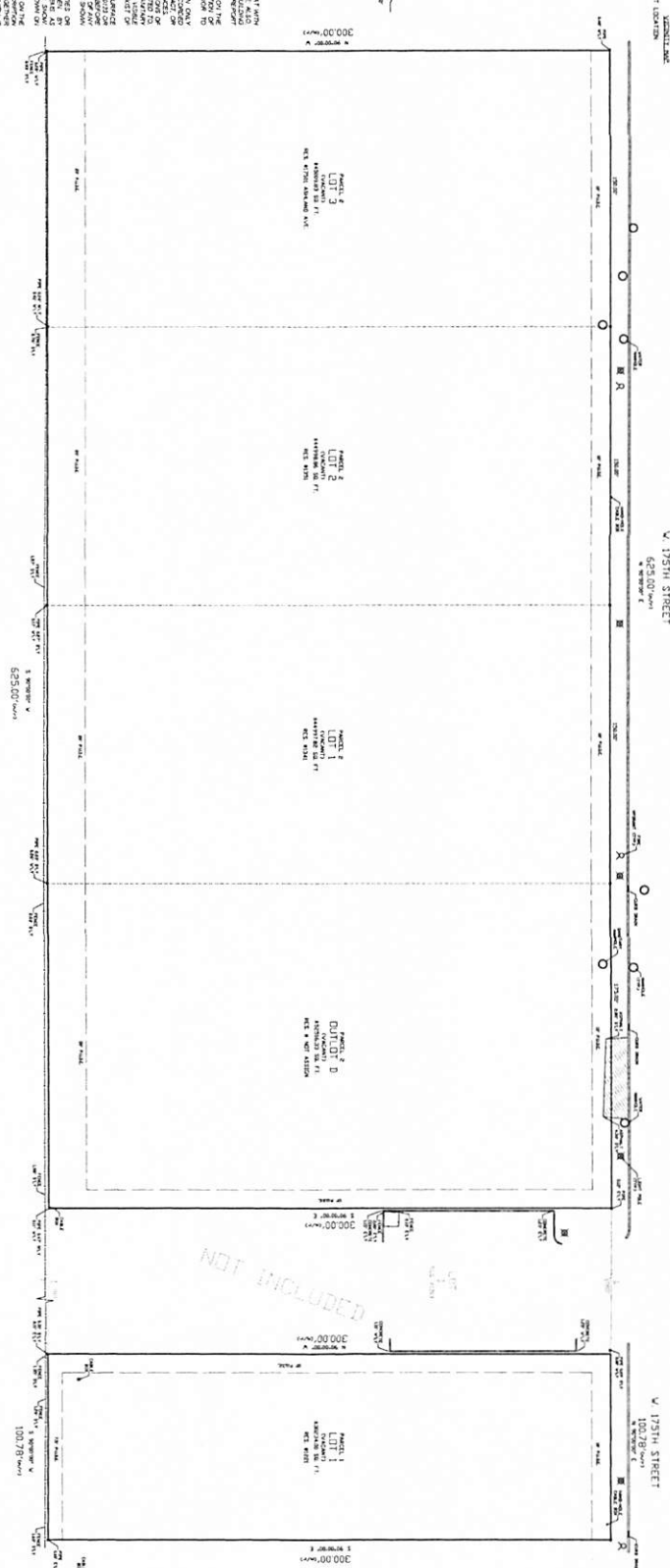
PANEL 1, LOT 4 IN INDUSTRIAL SUBDIVISION MAP NUMBER 2, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 28 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 1201 W. 175TH STREET, HOMERWOOD, IL 60430. P.M. # 29-23-104-048

PANEL 2, LOTS 1, 2, 3 AND OUTLOT "D" IN BLOCK 4, ALL IN PARADE LAKES BUSINESS CENTER, BEING A PLANNED UNIT DEVELOPMENT IN THE NORTHWEST 1/4, AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 28 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 1201 W. 175TH STREET, HOMERWOOD, IL 60430. P.M. # 29-23-104-048

COMMONLY KNOWN AS:
 LOT 2: 1201 W. 175TH STREET, HOMERWOOD, IL 60430 P.M. # 29-23-104-048
 LOT 3: 1201 W. 175TH STREET, HOMERWOOD, IL 60430 P.M. # 29-23-104-048
 LOT 4: 1201 W. 175TH STREET, HOMERWOOD, IL 60430 P.M. # 29-23-104-048



ASHLAND AVENUE



DIVISION NOTES

1. CORNER MARKS ARE TO BE PLACED AT THE CORNER OF THE LOTS AND PARCELS AND AT THE POINTS OF INTERSECTION OF THE LOTS AND PARCELS WITH THE BOUNDARIES OF THE LOTS AND PARCELS. THE CORNER MARKS SHOULD BE PLACED IN SUCH A MANNER AS TO BE EASILY LOCATED AND IDENTIFIED BY THE SURVEYOR AND BY THE PUBLIC. THE CORNER MARKS SHOULD BE PLACED IN SUCH A MANNER AS TO BE EASILY LOCATED AND IDENTIFIED BY THE SURVEYOR AND BY THE PUBLIC. THE CORNER MARKS SHOULD BE PLACED IN SUCH A MANNER AS TO BE EASILY LOCATED AND IDENTIFIED BY THE SURVEYOR AND BY THE PUBLIC.

NOTES FROM SCHEDULE B PART II

NO.	DESCRIPTION	SECTION	AREA
1	PARCEL 1	SECTION 1	100.78
2	PARCEL 2	SECTION 1	100.78
3	PARCEL 3	SECTION 1	100.78
4	PARCEL 4	SECTION 1	100.78
5	PARCEL 5	SECTION 1	100.78
6	PARCEL 6	SECTION 1	100.78
7	PARCEL 7	SECTION 1	100.78
8	PARCEL 8	SECTION 1	100.78
9	PARCEL 9	SECTION 1	100.78
10	PARCEL 10	SECTION 1	100.78
11	PARCEL 11	SECTION 1	100.78
12	PARCEL 12	SECTION 1	100.78
13	PARCEL 13	SECTION 1	100.78
14	PARCEL 14	SECTION 1	100.78
15	PARCEL 15	SECTION 1	100.78
16	PARCEL 16	SECTION 1	100.78
17	PARCEL 17	SECTION 1	100.78
18	PARCEL 18	SECTION 1	100.78
19	PARCEL 19	SECTION 1	100.78
20	PARCEL 20	SECTION 1	100.78

NO.	DESCRIPTION	SECTION	AREA
21	PARCEL 21	SECTION 1	100.78
22	PARCEL 22	SECTION 1	100.78
23	PARCEL 23	SECTION 1	100.78
24	PARCEL 24	SECTION 1	100.78
25	PARCEL 25	SECTION 1	100.78
26	PARCEL 26	SECTION 1	100.78
27	PARCEL 27	SECTION 1	100.78
28	PARCEL 28	SECTION 1	100.78
29	PARCEL 29	SECTION 1	100.78
30	PARCEL 30	SECTION 1	100.78

Michael R. Harty
 Surveyor

Field Date: OCTOBER 14, 2023
 Client: VILLAGE OF HOMERWOOD
 Job No.: 8979-23

LEGEND

█	EXISTING BOUNDARY
█	PROPOSED BOUNDARY
█	ADJACENT PROPERTY
█	WATER
█	RAILROAD
█	ROAD
█	UTILITY
█	ENCLOSURE
█	CONCRETE
█	ASPHALT
█	GRAVEL
█	DIRT
█	WOOD
█	ROCK
█	IRON
█	STEEL
█	COPPER
█	ZINC
█	LEAD
█	OTHER

Parcel 2 + 3

EXHIBIT C

Due Diligence Materials

1. A copy of any leases for the Property and all schedules, exhibits, riders, amendments, guaranties and memorandums of lease related thereto.
2. A copy of all vendor, property management and third-party agreements or contracts for the Property, including any maintenance agreements.
3. A copy of any and all environmental reports from Seller or its predecessor, in Seller's possession, including any existing phase I environmental site assessments reports, Phase II reports, asbestos reports, asbestos correspondence, and any other environmental reports, and correspondence with any governmental agencies relating to the Property.
4. Copies of any surveys of the Property.
5. Copies of any soils reports or geotechnical reports, and engineering studies, if any.
6. Copy of Seller's owner's title policy and any current title commitments for the Property and all recorded title documents referenced therein.
7. Copies of any plats or proposed plats related to the subdivision or consolidation of the Property and surrounding parcels.
8. Copies of the current real estate tax bills for the Property.
9. Copies of any declarations, reciprocal easement agreements, development agreements, easement agreements, use restrictions, deed restrictions, rights of first refusal, property owner's association documents, property owner's rules and regulations, bylaws and articles of organization.