

REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement")

1. PARTIES: Board of Education of Crete-Monee Community Unit School District 201-U, Will County, Illinois ("Seller") agrees to sell and convey to Wee Care Christian Academy ("Purchaser") and Purchaser agrees to purchase from Seller the Property (as defined in Section 2 below) for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. PROPERTY: The real estate is located within the County of Will, State of Illinois containing approximately 4 acres, more or less, located at 5154 W. Main St., Monee, Illinois, Property Tax Identification Number: 21-14-21-400-037-0000 and legally described in Exhibit A attached hereto and incorporated herein by reference ("Property").

3. PURCHASE PRICE:

A. PURCHASE PRICE: The purchase price is **Five Hundred Fifty-Three Thousand Five Hundred Dollars (\$553,500)** payable by Purchaser to seller as follows:

1. **BID AND EARNEST MONEY:** Simultaneously with the submission of its bid Purchaser had deposited with Seller **Ten Thousand Dollars (\$10,000)** payable in the form of a cashier's check made payable to the order of Crete-Monee Community Unit School District 201-U ("the Bid Money"). Within ten (10) days of execution of this Agreement, the Purchaser shall deposit **One Hundred Thousand Dollars (\$100,000)** to be held in trust for the mutual benefit of the parties by a Brokerage determined by the Seller ("Earnest Money").

2. **BALANCE OF PURCHASE PRICE:** The balance of the Purchase Price plus or minus prorations and closing adjustments, if any, is due at the Closing of this transaction ("Closing") and must be paid by certified check, cashier's check or wire transfer.

B. FINANCE CONTINGENCY: This Purchase is contingent upon Purchaser obtaining a loan for seventy percent (70%) of the Purchase Price. Purchaser shall pay any loan origination fees and/or discount points in addition to any usual and customary processing fees and/or closing costs charged by the lender. Purchaser shall make an application within five (5) business days after the date of execution of this Agreement for financing and the failure to do so shall constitute an act of default under this Agreement. No later than March 1, 2026, Purchaser shall provide written evidence from the Lender confirming that the Purchaser has qualified for the loan referred to above. If the Purchaser is unable to provide such written evidence by March 1, 2026, the Purchaser may request an extension of the date for a period not to exceed thirty (30) days. If the Purchaser fails to provide such written evidence by March 1, 2026 or any such extended period agreed upon by the parties, either the Purchaser or Seller may declare this Contract terminated. If this Contract is terminated due to the Seller's inability to

obtain financing as set forth herein, the Seller will be entitled to the Bid Money while the Earnest Money shall be returned to the Purchaser.

4. TITLE INSURANCE: Seller shall deliver to Purchaser within 30 days of the Effective Date of this Agreement a Preliminary Title Insurance Commitment (“Commitment”) issued by a licensed title insurance company in the full amount of the purchase price. Purchaser shall have fifteen (15) days after delivery of the Commitment, the recorded documents referred to therein and the Survey described in Paragraph 5 below to identify any items set forth in the Commitment which Purchaser deems objectionable. Any items not objected to by Purchaser shall be deemed to be “Permitted Exceptions” and Purchaser shall take subject to said Permitted Exceptions. If Seller fails to have the objectionable items removed or insured over, Purchaser may elect, to (i) terminate this Agreement, in which event the Earnest Money shall be returned to Purchaser or (ii) accept title as is. Purchaser shall not be obligated to provide notice of objection to any delinquent taxes, mortgage liens, mechanics’ liens (other than mechanics’ liens due to Purchaser’s actions) or tenancies or leases, all of which shall be paid off or otherwise removed from title by Seller on or prior to the closing.

5. SURVEY: Seller shall provide Purchaser within thirty (30) days from the Effective Date of this Agreement with a current survey showing the Property (“Survey”) which shall be in conformance with the minimum detail requirements for an ALTA survey, and be sufficient to obtain extended coverage on the Title Policy prior to Closing. If Purchaser desires extended coverage, it shall be Purchaser’s sole responsibility to obtain extended coverage and to pay all costs associated therewith. Seller will cooperate with Purchaser in that regard (including, without limitation, by delivering standard ALTA Statements and GAP Undertakings).

6. CLOSING: The Closing of the sale shall be accomplished by means of a “New York” style closing and take place at a title insurance company office chosen by Seller. Closing shall take place no later than thirty (30) days after the end of the Finance Contingency Period set forth in Section 3(B) of this Agreement unless a mutually agreed upon extension is reached.

A. At the Closing, Seller shall deliver to Purchaser, at Seller’s sole cost and expense, the following:

1. Duly executed and acknowledged Quit-Claim Deed (or multiple Quit-Claim Deeds to Purchaser and its nominees, if so requested by Purchaser);
2. Internal Revenue Code Affidavit pursuant to Section 1445 stating that Seller is not a foreign entity within the meaning of the Internal Revenue Code;
3. A Seller’s “GAP” undertaking, ALTA Statement, 1099 form and Affidavit of Title;

4. A pro forma of the Title Policy, subject to the Permitted Exceptions and such other matters as may have been approved by Purchaser pursuant to Paragraph 4 hereof which shall be issued by the Title Company as the Owner's Policy after Closing;

5. State, county and local real estate transfer declarations, to the extent applicable;

6. A signed closing statement setting forth the total Purchase Price and all debits and credits to Purchaser and Seller in connection with this sale;

7. Such other proof of Seller's authority and authorization to enter into this Agreement and perform Seller's obligations under this Agreement as may be reasonably required by Seller and as is otherwise acceptable to the Title Company including corporate resolutions and incumbency certificates; and

8. All other documents customarily required to close this type of transaction as required by the Title Company.

B. At the Closing, Purchaser shall deliver to Seller, at Purchaser's sole cost and expense, the following:

1. The balance of the Purchase Price including prorations and adjustments, if any;

2. Such proof of Purchaser's authority and authorization to enter into this Agreement and perform Purchaser's obligations under this Agreement as may be reasonably required by Seller and as is otherwise acceptable to the Title Company, including resolutions;

3. A signed counterpart of the closing statement; and

4. Such other and further documents necessary to close this transaction as required by the Title Company.

7. **POSSESSION:** Possession of the Property shall be delivered to Purchaser at Closing.

8. **SALES AND EXPENSES TO BE PAID IN CASH AT OR PRIOR TO CLOSING:**

A. **SELLER'S EXPENSES:** All costs of the Owner's Title Policy; one-half (½) of any closing, escrow or "New York" style closing fee; state and county transfer

taxes; real estate brokerage fees; the cost of any special endorsements or additional insurance; Seller's attorney's fees and other expenses stipulated to be paid by Seller under the provisions of this Agreement.

B. **PURCHASER'S EXPENSES:** All recording costs of the Deed and the collateral documents; one-half (1/2) of any closing, escrow or "New York" style closing fee; the cost of Extended Coverage and Purchaser's attorneys fees.

9. DEFAULT: The following shall be prorated and adjusted between Seller and Purchaser as of the time of Closing, except as otherwise expressly provided herein:

A. If Purchaser defaults and such default is not cured by Purchaser within ten (10) days after written notice thereof from Seller to Purchaser, Seller may terminate this Agreement, in which event the Bid Money and Earnest Money, plus accrued interest, if any, shall be due and payable to Seller as its sole liquidated damages and Seller's sole and exclusive remedy. The parties agree that actual damages in the event of default are difficult to ascertain and further agree that the amount set forth as liquidated damages is a reasonable estimate of the damages to Seller in the event of Purchaser's default. Such sum is intended to be liquidated damages, and not a penalty.

B. If Seller defaults and such default is not cured by Seller within ten (10) days after written notice thereof from Purchaser, Purchaser may obtain a return of the Bid Money and Earnest Money or may seek specific performance.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER:

A. Seller hereby represents and warrants to Purchaser, which representations and warranties shall be remade as of the date of Closing, and all of which shall survive the Closing:

1. Except for the interest, if any, of a farmer who utilizes the Subject Property for farming purposes, which interest shall be terminated at or prior to Closing, to the best of Seller's knowledge there are no parties other than those controlled by the Seller in possession of any portion of the Property;

2. Seller is duly authorized and empowered to sell the Property;

3. Seller has paid or will pay, all property taxes, charges, debts, and other assessments due by Seller with respect to the Property that are due and payable as of the Closing Date;

4. All obligations of Seller arising from the ownership and operation of the Property which accrue prior to the Closing Date, have been paid as they became due or will be paid at or prior to Closing. Except for

obligations for which provisions are herein made for proration or other adjustments at Closing, there will be no obligations of Seller with respect to the Property outstanding as of the Closing Date;

5. Seller is not aware of any unrecorded liens caused by Seller against the Property that will not be satisfied at Closing;

6. Seller has not received notice of the commencement of any legal action against Seller for the damaging, taking or acquiring of all or any part of the Property, either temporarily or permanently, by condemnation or by exercise of the right of eminent domain;

7. Seller has not received any written notice that alleges a violation of law or governmental ordinances, orders or requirements relating to the Property, that was issued prior to the date of this Agreement to Seller by any governmental department or agency having jurisdiction as to conditions affecting the Property, and with respect to which any corrective action was not completed prior to the date of the execution of this Agreement by Seller;

8. Seller has full power, authority and capacity to enter into and perform this Agreement and its obligations under this Agreement and this Agreement is binding on Seller and enforceable against Seller in accordance with its terms and Seller's consummation of this transaction will not violate any restriction, court order or agreement to which Seller or the Property are subject. That all individuals executing this Agreement and other documents necessary to consummate this transaction for and on behalf of Seller have the authority to do so and that Seller has taken all necessary actions, pursuant to Illinois law, authorizing execution of this Agreement and sale of the Property by Seller pursuant to the terms hereof; and

9. Seller has no knowledge and has received no notice of any special assessment or other impositions pending, contemplated or threatened with respect to the Property.

B. No other express or implied representations or warranties are made with regard to the property or matters relating thereto and, subject to and without limitation of the representations and warranties contained in subparagraph A above:

1. The property will be sold and conveyed to the Purchaser on an "AS IS" basis without any representations or warranties of any kind, express or implied, either oral or written, made by the Seller with respect to the physical, environmental, zoning or structural condition of the property or with respect to the existence or absence of underground fuel storage tanks,

toxic or hazardous materials, substances or wastes in, on, under or affecting the property, including but not limited to, asbestos about or on the property, and subject to existing zoning, flood plain and any other restrictions on the use or development of the property. **All warranties with respect to the property are hereby expressly disclaimed. Except as provided below regarding the scope of Purchaser's indemnity commitment, any risk and all responsibility relating to any condition of the property, including, but not limited to, any of the above-described conditions, are assumed by Purchaser and disclaimed by the Seller.**

2. Purchaser shall examine the property and conduct its own inspection and investigation of the property (including, without limitation, environmental inspections and investigations). The Purchaser shall take all necessary action and bear all expenses and liability associated with making the property suitable for the Purchaser's intended use and complying with all applicable law. Further, upon closing, as between Purchaser and Seller, Purchaser shall bear all responsibility, liability and obligation for the physical, environmental, zoning and structural condition of the property and the taxable, non-residential development, business or operations to be located on the property.

3. Purchaser waives, generally releases and covenants not to sue or make any claim whatsoever against the Seller regarding the foregoing matters and all matters within the scope of the following indemnity commitment, including, but not limited to, any claim by Purchaser against the Seller resulting from a third-party claim against Purchaser due to the negligent or unlawful acts or omissions of the Seller. Purchaser shall, at its sole cost and expense, unconditionally indemnify, defend and hold the Seller harmless from and against any loss, liability, damage (whether or not ultimately successful), penalties, fines, injunctions, suits, proceedings, disbursements and court costs) arising under any present or future local, state or federal law (and the amendments, regulations, orders or decrees promulgated thereunder) which may be incurred by or against the Seller directly or indirectly resulting from the condition of the property including, but not limited to, the presence and/or removal of asbestos, environmental hazards and/or the presence or removal of underground fuel storage tanks, except to the extent a claim is made directly against the Seller and is determined by a court of competent jurisdiction to arise directly from the unlawful acts or omissions of the Seller prior to closing. Purchaser's obligations, indemnifications and risk with respect to the condition of the property under this paragraph shall survive the closing of the sale of the property, and shall not merge in the deed.

11. REPRESENTATION, WARRANTIES AND COVENANTS OF PURCHASER:

A. Purchaser represents, warrants and covenants to Seller as follows:

1. Purchaser is purchasing the Property in its "AS IS" condition with no warranties by Seller as to merchantability, suitability or fitness for any particular use, it being understood and agreed that Purchaser is relying solely on its own inspections, engineering studies and reports, economic and feasibility studies and examinations of the Property and Purchaser's own determination of the condition of the Property;

2. This Agreement is not contingent in any manner upon Purchaser obtaining any sales tax sharing arrangement with any unit of government for the Subject Property, creation of any tax increment financing ("TIF") district, or any similar tax and/or other economic incentives.

3. Purchaser has all requisite power and authority to consummate the transaction contemplated by this Agreement and has by proper proceedings duly authorized the execution and delivery of this Agreement and the consummation of the transaction contemplated hereby;

4. This Agreement when executed and delivered by Purchaser and Seller will constitute the valid and binding agreement of Purchaser enforceable against Purchaser in accordance with its terms;

5. To Purchaser's knowledge, neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated hereby will violate or be in conflict with; (i) any applicable provisions of law; (ii) any order of any court or government agency having jurisdiction over the Purchaser; or (iii) any agreement or instrument to which Purchaser is a party or by which Purchaser is bound;

6. There are no actions, suits, claims or other proceedings pending or, to the best of Purchaser's knowledge, contemplated or threatened against Purchaser that could affect Purchaser's ability to perform its obligations under this Agreement;

7. Purchaser has sufficient funds available to consummate the Closing of the transaction described in this Agreement.

B. Purchaser shall deliver to Seller any refund of real estate taxes received with respect to the Property for any period prior to the Closing Date.

12. DUE DILIGENCE: Purchaser shall have 90 days from the date of execution of this Agreement to perform its due diligence provided, however, that

effective 90 days after the Effective Date of this Agreement. After the expiration of the Finance Contingency Period and the 90 day due diligence period, whichever is later, fifty percent (50%) of the Earnest Money deposit shall be non-refundable to Purchaser if the Purchaser has not terminated this Agreement due to unsatisfactory due diligence inspections, tests and investigations by this date. During the due diligence period, Purchaser may inspect the Property and, upon notice to the Superintendent of Schools for the Seller, enter upon the Property to perform such tests as Purchaser deems necessary all at the sole cost of Purchaser. Purchaser shall be liable to and reimburse Seller for any damage to the Property as a result of Purchaser's due diligence activities should this sale not be consummated for whatever reason. In the event Purchaser terminates this Agreement by notice given to Seller on or prior to the date set forth in this paragraph due to unsatisfactory due diligence inspections, tests and investigations, the Earnest Money shall be returned to Purchaser.

13. CONDEMNATION: If, prior to the Closing Date, condemnation proceedings are commenced against any material portion of the Property (except for road widening), Purchaser may, at its option, terminate this Agreement by written notice to Seller within ten (10) business days after Purchaser is advised of the commencement of such condemnation proceedings and the Earnest Money shall be refunded to the Purchaser. In no event shall Purchaser be entitled to any portion of monies received through condemnation.

14. CONDITION OF AND DAMAGE TO PROPERTY: The Property shall be conveyed in its present condition, ordinary wear and tear and damage by casualty excepted.

15. CONSULT YOUR ATTORNEY: THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY. NO REPRESENTATION OR RECOMMENDATION IS MADE BY SELLER, BROKER, THEIR AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION RELATING THERETO. THESE ARE QUESTIONS FOR YOUR ATTORNEY. CONSULT YOUR ATTORNEY BEFORE SIGNING. NEITHER THE SELLER NOR THE BROKER, IF ANY, CAN GIVE YOU ANY LEGAL ADVICE.

16. NOTICES: All notices, elections, consents, demands and communications (collectively called "Notices" or individually called "Notice") shall be in writing and delivered personally or by registered or certified mail return receipt requested, postage prepaid, express mail or by commercial carrier and, if sent to Purchaser, addressed to Purchaser at Purchaser's address and, if sent to the Seller, addressed to the Seller at Seller's address each stated on the signature page of this Agreement. Copies of Notices shall be sent to the attorneys for the respective parties. Either party may, by written notice to the other, change the address to which notices are to be sent. Unless otherwise provided herein, all notices shall be deemed given when personal delivery is effected or when deposited in any branch, station or depository maintained by the U.S. Postal Service or the express mail service within the United States

of America, except that a Notice of a change of address shall be deemed given when actually received. Seller's or Purchaser's affidavit of the date and time of deposit in a mailbox or with the express mail service or the postmark, whichever is earlier, shall constitute evidence of the effective date when the notice has been given.

17. NO RECORDING: Neither this Agreement nor any type of memorandum thereof may be recorded with the office of the County Recorder of Deeds or with any other governmental agency, by either Seller or Purchaser.

18. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior understandings and agreements. There are no representations, agreements, arrangements or understandings, oral or written between the parties, relating to the subject matter contained in this Agreement that are not fully expressed or referred to herein.

19. SUCCESSORS AND ASSIGNS: The provisions of this Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Purchaser may not assign this Agreement without prior written consent of Seller, which consent shall not be unreasonably withheld, and provided, however, that Seller's consent shall not be required to any assignment of this Agreement by Purchaser to any affiliate of Purchaser or any I.R.C. Section 1031 qualified exchange intermediary.

20. FURTHER ASSURANCES: Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, at any time and from time to time after execution of this Agreement whether before or after the Closing, as such other party may reasonably request in order to effectuate the provisions of this Agreement or the transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to this transaction, provided that neither party shall be required to incur any material expense in connection therewith.

21. SEVERABILITY: If any clause or provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction as against any person or under any circumstances, the remainder of this Agreement and the applicability of any such clause or provision to other persons or circumstances shall not be affected thereby.

All other clauses or provisions of this Agreement, not found invalid or unenforceable, shall be and remain valid and enforceable.

22. TIME: Time is of the essence of this Agreement.

23. STRICT COMPLIANCE/WAIVER: Any failure by either party to insist upon strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches that may occur, and each party, notwithstanding any

such failure, shall have the right thereafter to insist upon strict performance by the other of any and all of the provisions of this Agreement.

24. GOVERNING LAW: The provisions of this Agreement and all questions with respect to the construction and enforcement thereof and the rights and liabilities of the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

25. GENDER: A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context requires otherwise.

26. CERTAIN REFERENCES: The term “herein”, “hereof” or “hereunder” or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to paragraphs, subparagraphs or other provisions are references to paragraphs, subparagraphs or other provisions of this Agreement.

27. CAPTIONS: The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

28. NO ORAL CHANGES: This Agreement cannot be changed or any provision waived orally. ANY CHANGES OR ADDITIONAL PROVISIONS OR WAIVERS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.

29. EXHIBITS: All Exhibits described herein and attached hereto are incorporated herein by this reference for all purposes.

30. BROKERAGE COMMISSION: Seller and Purchaser each represent and warrant to the other that no person or entity is entitled to a brokerage or other commission in connection with the transaction contemplated herein. Seller and Purchaser each agree to indemnify and hold the other harmless from any claim or demand resulting from a breach of the above representation and warranty.

31. DATE OF PERFORMANCE: If any date for performance hereunder falls on a Saturday, Sunday or other day which is a holiday under Federal law or under the State law where the Property is located, the date for such performance shall be the next succeeding business day.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Real Estate Purchase and Sale Agreement on the dates listed below, to be effective as of the date signed by the Seller. The date of Seller's signature shall be the "Effective Date" of this Agreement.

SELLER:

BOARD OF EDUCATION
CRETE-MONEE COMMUNITY UNIT
SCHOOL DISTRICT 201-U,
WILL COUNTY, ILLINOIS

By: _____
President, Board of Education

Attest:

Secretary Board of Education

Date: _____
(Effective Date)

Address: Board of Education
Crete-Monee CUSD 201-U
690 W. Exchange St.
Crete, IL 60417
Attn: Jason Okrasinski

SELLER'S ATTORNEY:

William F. Gleason, Esq.
Petrarca, Gleason, Boyle & Izzo, LLC
19730 Governors Highway, Suite 10
Flossmoor, IL 60422
Phone: (708) 799-6766
Fax: (708) 799-6866
wgleason@petrarcagleason.com

PURCHASER:

WEE CARE CHRISTIAN ACADEMY

By: _____
Kimberly Cooper, President

Attest:

A duly authorized signatory

Date: _____

Address:

PURCHASER'S ATTORNEY:

Thomas A. Gilley, Esq.
1820 Ridge Road, Suite 101
Homewood, IL 60430
tgilley@gilleylawoffice.com

Exhibit A
LEGAL DESCRIPTION

5154 W. Main St., Monee, IL 60449
PIN: 21-14-21-400-037-0000

LOTS 1, 2, 3, & 4 IN N S CHESTER'S SUB OF THE N 20 ACRES OF THE SE1/4 OF
SEC 21, IN TOWNSHIP 34N-RANGE 13E.