

VILLAGE OF ANTIOCH

22-01-02

***AN ORDINANCE APPROVING A PURCHASE AND SALES AGREEMENT FOR CERTAIN
REAL PROPERTY LOCATED AT THE ADDRESS COMMONLY KNOWN AS 935
SKIDMORE DRIVE, ANTIOCH, ILLINOIS 60002***

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF ANTIOCH, ILLINOIS
ON
January 12, 2022**

**Published in pamphlet form by authority of the Village Board of the Village of
Antioch, Lake County, Illinois,
this 13th day of January, 2022.**

SCOTT J. GARTNER	President	MARY C. DOMINIAK	Trustee
LORI K. ROMINE	Clerk	MARY J. PEDERSEN	Trustee
		ED MACEK	Trustee
		SCOTT A. PIERCE	Trustee
DEL GALDO LAW GROUP, LLC	Attorney	PETRINA A. BURMAN	Trustee
		BRENT C. BLUTHARDT	Trustee

Ordinance No. 22-01-02

***AN ORDINANCE APPROVING A PURCHASE AND SALES AGREEMENT FOR CERTAIN
REAL PROPERTY LOCATED AT THE ADDRESS COMMONLY KNOWN AS 935
SKIDMORE DRIVE, ANTIOCH, ILLINOIS 60002***

WHEREAS, the Village of Antioch ("Village") is an Illinois non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1, *et seq.*) (the "Code"); and

WHEREAS, the Village President (the "President") and the Village Board of Trustees (the "Village Board", and together with the President, the "Corporate Authorities") are committed to promoting, protecting and preserving the health, safety, and welfare of its residents; and

WHEREAS, the Code authorizes the Village to purchase and acquire real estate for public purposes; and

WHEREAS, the Village intends to acquire that certain real property located at the address commonly known as 935 Skidmore Drive, Antioch, Illinois 60002 (the "Property"); and

WHEREAS, the Village intends to acquire the property pursuant to a purchase and sales agreement in substantially similar form to the attached and incorporated Exhibit "A" (the "Agreement"); and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Village, and its residents, to approve and enter into the Agreement;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Antioch, Lake County, Illinois, as follows:

SECTION 1: The Corporate Authorities hereby approve the Agreement. The Corporate Authorities hereby authorize and direct the President, or his designee, to execute the Agreement in accordance with its terms, or any modification thereof, and to ratify all previous action taken to effectuate the intent of this Ordinance. The Corporate Authorities hereby authorize the Village to conduct due diligence on the Property. The Corporate Authorities hereby further authorize and direct the President, or his designee, to perform all necessary acts to effectuate the intent of this Ordinance and to authorize and direct the expenditure of all costs related thereto or resulting therefrom including paying the seller the purchase price of the Property.

SECTION 2: All ordinances, resolutions and orders or parts of ordinances, resolutions and orders in conflict with this Ordinance are superseded to the extent of such conflict.

SECTION 3: The Village Clerk shall cause this Ordinance to be published in pamphlet form.

SECTION 4: This Ordinance shall be in full force and effect after passage and publication as provided by law.

PASSED by the President and Board of Trustees of the Village this 12th day of January, 2022.

Voting Aye (list names): 6: Macek, Pedersen, Bluthardt, Burman, Dominiak and Mayor Gartner.

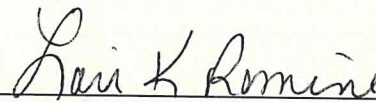
Voting Nay (list names): 1: Pierce.

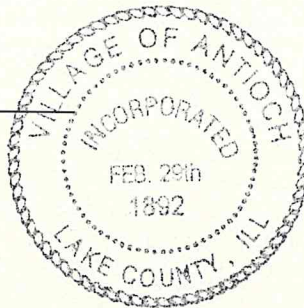
Abstaining (list names): 0.

Absent (list names): 0.


SCOTT J. GARTNER, MAYOR

ATTEST:


LORI K. ROMINE, VILLAGE CLERK



STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

CERTIFICATE

I, Lori K. Romine, certify that I am the duly appointed Municipal Clerk of the Village of Antioch, Lake County, Illinois.

I certify that on January 12, 2022, the Corporate Authorities of such municipality passed and approved Ordinance No. 22-01-02 entitled ***“AN ORDINANCE APPROVING A PURCHASE AND SALES AGREEMENT FOR CERTAIN REAL PROPERTY LOCATED AT THE ADDRESS COMMONLY KNOWN AS 935 SKIDMORE DRIVE, ANTIOCH, ILLINOIS 60002”*** which provides that it should be published in pamphlet form.

The pamphlet form of **Ordinance No. 22-01-02**, including the Ordinance and cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on January 12, 2022 and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Antioch, Illinois, this 13th day of January, 2022

Lori K. Romine

Lori K. Romine, RMC/CMC
Village Clerk



EXHIBIT A

[PURCHASE AND SALES AGREEMENT]

REAL ESTATE CONVEYANCE AGREEMENT

By and Between

Circadian Health & Wellness Center, LLC

an Illinois limited liability company,

Seller

and

Village of Antioch,

an Illinois municipal corporation,

Purchaser

Dated: _____, 2022

* * * * *

The mailing, delivery or negotiation of this Agreement (as defined herein) by Purchaser (as defined herein) or its agent or attorney shall not be deemed an offer by Purchaser to enter into any transaction or to enter into any other relationship with Seller (as defined herein), whether on the terms contained herein or on any other terms. This Agreement shall not be binding upon Purchaser, nor shall Purchaser have any obligations or liabilities or Seller any rights with respect thereto, or with respect to the Subject Property (as defined herein), unless and until Seller has executed and delivered this Agreement to Purchaser. Until the execution and delivery of this Agreement, Purchaser may terminate all negotiations and discussions regarding the subject matter hereto, without cause and for any or no reason, without recourse or liability.

* * * *

REAL ESTATE CONVEYANCE AGREEMENT

THIS REAL ESTATE CONVEYANCE AGREEMENT (this “**Agreement**”) is made and effective as of the Effective Date (as hereinafter defined), by and between Circadian Health & Wellness Center, LLC, an Illinois limited liability company (“**Seller**”) and the Village of Antioch, Illinois, an Illinois municipal corporation (“**Purchaser**”). Seller and Purchaser may, for convenience, be referred to collectively as the “**Parties**” and individually as a “**Party**.”

WHEREAS, Seller is the owner of certain real property located at the address commonly known as 935 Skidmore Drive, Antioch, Illinois 60002, including all improvements, buildings, structures, easements, rights-of-way and appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the “**Subject Property**”) and which is legally described as set forth on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Subject Property in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, incorporating the above Recitals and in consideration of Ten and No/100 U.S. Dollars (\$10.00), the mutual covenants and promises contained herein, the respective undertakings of the Parties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Purchase and Sale; Purchase Price. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Subject Property. The purchase price of the Subject Property (the “**Purchase Price**”) shall be One Million, One Hundred Seventy-Five Thousand and No/100 U.S. Dollars (\$1,175,000.00), plus or minus applicable prorations and closing costs. The Purchase Price shall be paid as follows:
 - A. Earnest Money. Within five (5) business days after the Effective Date, Purchaser shall deposit, as earnest money, via wire transfer or certified check in the amount of Two Thousand Five Hundred and NO/100 U.S. Dollars (\$2,500.00) (said earnest money together with any interest earned thereon (as applicable) being referred to herein as the “**Earnest Money**”) into an escrow account pursuant to a standard form strict joint order Escrow Agreement (as hereinafter defined) to be entered into by the Parties with [Name of Title Company], [Address of Title Company], as escrowee (the “**Escrowee**” or “**Title Company**”). At the expiration of the Inspection Period (as defined below), the Earnest Money shall become non-refundable, except in the event of a Seller default, including Seller’s failure to satisfy the Conditions Precedent to Closing (as defined below) through no fault of Purchaser, but shall remain applicable to the Purchase Price. The Earnest Money shall be fully refundable to Purchaser in the event that: (i) Purchaser terminates the Agreement in writing pursuant to the terms of this Agreement prior to the expiration of the Inspection Period; or (ii) Seller fails to satisfy the Conditions Precedent to Closing through no fault of Purchaser. In the event that Purchaser fails to perform under this Agreement after the expiration of the Inspection Period or otherwise (by act or omission) defaults on any obligation under this Agreement, the Earnest Money shall be

deemed non-refundable and shall be immediately forfeited and directly paid to Seller in accordance with the terms of this Agreement as the sole remedy for such default. The Earnest Money shall be fully refundable to Purchaser in event of Seller's default of this Agreement.

- B. Cash Balance. The balance of the Purchase Price, plus or minus Purchaser's share of the closing costs, prorations and credits hereinafter provided for, shall be paid by Purchaser by wire transfer at the Closing (as hereinafter defined).
2. Closing. The closing of the transaction contemplated by this Agreement (the "**Closing**" or "**Closing Date**") shall be held at the office of the Title Company, provided the Conditions Precedent to Closing (as defined herein) are deemed satisfied in the reasonable discretion of the Purchaser, not later than thirty (30) calendar days after the expiration of the Inspection Period (as hereinafter defined), unless the Parties, by written, mutual agreement, agree to have the Closing on another date. If the scheduled Closing Date does not fall on a business day, the Closing Date shall be on the next business day thereafter. If the Closing does not occur within five (5) business days after the Closing Date, Purchaser or Seller shall have the right, in their sole and absolute discretion, to terminate this Agreement by giving notice to the other Party. In the event Closing fails to occur due to a default of Seller, absent fault of Purchaser, the Earnest Money shall be returned to Purchaser, and each Party shall be released from further liability to the other, and this Agreement shall be deemed null and void and of no further effect. In the event Closing fails to occur due to a default of Purchaser, absent fault of Seller, the Earnest Money shall be paid to Seller and this Agreement shall be deemed null and void and of no further force and effect (upon such payment). 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. The Closing Escrow shall be in accordance with the general provisions of the usual form of Deed and Money "New York Style" Escrow Agreement (the "**Escrow Agreement**") currently in effect and used by the Escrowee, with such special provisions inserted in the Escrow Agreement as may be required to conform to this Agreement; provided, however, in the event of a conflict between the terms of this Agreement, the Closing Escrow (or any additional or collateral escrows opened hereunder) and/or the Escrow Agreement, the terms of this Agreement shall in all instances control.
3. Conditions Precedent to the Closing. Purchaser's obligation to close herein shall be contingent upon the following in addition to other matters set forth in this Agreement (collectively, the "**Conditions Precedent to Closing**"):
- A. this Agreement not being previously terminated within a prescribed time herein pursuant to a right granted by this Agreement;
 - B. the Inspection Period having expired or been waived; and
 - C. Either (i) the Seller and/or any current tenants vacating the Property prior to the Closing Date and the removal of the all debris and personal property from the Property by Seller or Seller's tenants or (ii) the execution of a post-possession lease agreement, negotiated in good faith by the Parties, pursuant to which the Seller

retains the use of the Subject Property for a period of six (6) to twelve (12) months (the "**Lease Agreement**").

The Earnest Money shall be returned to the Purchaser in the event that the Conditions Precedent to Closing are not satisfied, through no fault of Purchaser, at or prior to the Closing. In the event of Purchaser's failure to close, if Seller has satisfied the Conditions Precedent to Closing, the Earnest Money shall be retained by Seller.

4. Seller's Deliveries at the Closing. At the Closing, Seller shall deliver to the Escrowee or Purchaser directly the following documents and items, each in a form mutually agreed to by the Parties:
 - A. A general warranty deed (the "**Deed**") conveying the Subject Property from Seller to Purchaser and subject only to the Permitted Exceptions (as hereinafter defined) or such other exceptions as expressly agreed to in writing herein;
 - B. A Certificate of Non-Foreign Status of Seller, as required by Section 1445 of the Internal Revenue Code (and any amendment thereto), which certifies that Seller is not a foreign transferor and which is in a form and substance reasonably satisfactory to the Title Company;
 - C. Any and all 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), and any other documentation necessary to complete the transaction contemplated herein;
 - D. An Affidavit of Title in the form attached hereto as Exhibit B;
 - E. An ALTA Statement and a personal "Gap" undertaking, if required by the Title Company to effectuate a "New York Style" Closing;
 - F. Five (5) original closing statements prepared by Seller in a manner which reflects the terms and conditions of this Agreement (the "**Closing Statement**");
 - G. Such proof of Seller's authority and authorization to enter into this transaction as may be required by the Title Company;
 - H. Either (i) possession of the Property free of all parties in possession or (ii) executed counterparts of the Lease Agreement; and
 - I. Originals of all items necessary for Purchaser to enter, exit, secure and use the Subject Property, as applicable.
5. Purchaser's Deliveries at the Closing. At the Closing, Purchaser shall deliver to the Escrowee or Seller directly, as Purchaser may elect, the following, each in a form mutually agreed to by the Parties:

- A. The balance of the Purchase Price, plus or minus prorations, in accordance with the Agreement, plus or minus Purchaser's share of the closing costs;
 - B. Such proof of Purchaser's authority and authorization to enter into this transaction as may be required by the Title Company including, but not limited to, a corporate resolution;
 - C. Any and all reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy with extended coverage to Purchaser and any other documentation necessary to complete the transaction contemplated herein; and
 - D. Executed counterparts of the Closing Statement and, if necessary, the Lease Agreement.
6. Joint Deliveries at Closing. At the Closing, the Parties shall jointly deliver the following fully-executed documents to the Escrowee:
- A. State and county Transfer Tax Declarations, to the extent required by law; and
 - B. Any and all other documents reasonably required to effectuate the transaction contemplated herein.

All documents or other deliveries required to be made by Purchaser or Seller at the Closing, and all transactions required to be consummated concurrently with the Closing, shall be deemed to have been delivered and to have been consummated simultaneously with all other transactions and all other deliveries, and no delivery shall be deemed to have been made and no transactions shall be deemed to have been consummated, until all deliveries required by the Parties have been made and all concurrent and other transactions have been consummated.

7. Allocation of Closing Costs and Expenses. Seller shall be liable for the following expenses: (A) the cost of obtaining the Title Policy, including extended coverage charges, but excluding any other endorsements, unless Seller elects to purchase such endorsements to correct any Unpermitted Exceptions (as hereinafter defined); (B) the cost to record any instruments necessary to clear Seller's title; (C) one-half (1/2) of the total cost of the deed and money escrow services; (D) one-half (1/2) of the total cost of the Closing Escrow; (E) one-half (1/2) of the total cost of the "New York Style" closing fee; and (F) transfer taxes or exempt fee applicable to this transaction. Purchaser shall bear the following expenses: (A) the cost of any recording fees with respect to the Deed; (B) one-half (1/2) of the total cost of the escrow services; (C) one-half (1/2) of the total cost of the Closing Escrow; (D) one-half (1/2) of the total cost of the "New York Style" closing fee; and (E) the charges for any additional endorsements required by Purchaser.

Notwithstanding the foregoing, the Parties acknowledge that as Purchaser is a governmental entity, this transaction is exempt from any State and County real estate transfer tax pursuant to 35 ILCS 200/31-45(b). Seller is obligated to furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and Lake County.

8. Prorations. Any *ad valorem* real property taxes and assessments levied upon the Subject Property shall be prorated on a per diem basis between the Parties as of the Closing Date based upon one hundred ten percent (110%) of the most recent ascertainable full year's tax bill pertaining to the Subject Property, as applicable. Seller shall order a final reading on all utilities and be responsible for all costs and expenses associated with the same for all days prior to the Closing Date. Seller shall pay the utility provider the ascertainable amount due and owing regarding the utilities as of the Closing and provide a copy of all such documents to Purchaser to ensure the payment of the same is made. The Parties shall cooperate to cause the transfer of the Subject Property's utility accounts from Seller to Purchaser. All prorations shall be deemed final.

9. Title Insurance, Survey and Documentation.

- A. Title Commitment. Within twenty (20) calendar days after the Effective Date, Seller shall, at its sole cost and expense, deliver or cause to be delivered to Purchaser a commitment for ALTA Form 2006 Owner's Title Insurance Policy (the "**Preliminary Commitment**"), together with the underlying documentation supporting any proposed exception(s) to coverage (commonly referred to as the Schedule B documents), issued by Title Company in the amount of the Purchase Price showing title to the Subject Property in Seller. The Preliminary Commitment shall be subject only to: (i) the standard permitted exceptions and general exceptions contained in the Preliminary Commitment; (ii) general real estate taxes not yet due and owing; (iii) matters created by, through or under Purchaser; and (iv) all matters approved or deemed accepted or waived by Purchaser pursuant to Paragraph 10 of the Agreement (collectively, the "**Permitted Exceptions**"). The Preliminary Commitment may also reflect title exceptions pertaining to liens, taxes or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the Closing and which, if existing, Seller shall so remove at that time by using the funds to be paid to Seller hereunder.
- B. Title Policy. As of the Closing Date, Seller, at its sole cost and expense, shall cause the Title Company to issue to Purchaser its ALTA Form 2006 Owner's Policy of Title Insurance covering the Subject Property in the amount of the Purchase Price and exhibiting an endorsement for extended coverage (the "**Title Policy**").
- C. Survey. Within twenty (20) calendar days after the Effective Date, Seller shall, at its sole cost and expense, deliver or cause to be delivered to Purchaser an ALTA survey of the Subject Property by a land surveyor licensed in the State of Illinois and certified to have been prepared for the benefit of Purchaser and the Title Company (the "**Survey**") in sufficient form so as to allow the Title Company to issue an extended coverage endorsement and waive the five (5) general exceptions and showing the topography and square footage of the Subject Property.
- D. Documentation. No later than five (5) calendar days after the Effective Date, Seller shall provide to Purchaser site plans and specifications, previous environmental reports, soil reports, existing governmental permits/approvals, zoning information, real property tax information, existing surveys, Phase I environmental study, if any,

service contracts, and any other documents, which are in Seller's possession relating to the Subject Property. Said documents will be kept confidential to the fullest extent provided by law and returned to the Seller in the event the transaction contemplated herein does not proceed to Closing.

10. Survey and Title Approval. Purchaser shall have a period of thirty (30) business days following the later receipt of: (a) the Preliminary Commitment and all documents of record listed therein; and (b) the Survey, to review such items and deliver to Seller a notice of the objections that Purchaser may have to anything contained or set forth in or disclosed by the Survey or the Preliminary Commitment ("**Unpermitted Exceptions**"). If Purchaser shall expressly waive any objection to or fail to object to any Unpermitted Exception in the manner and time frame set forth herein, said Unpermitted Exception shall be deemed a "Permitted Exception." If Purchaser timely delivers notice of any Unpermitted Exception to Seller, Seller may within five (5) calendar days after receipt of said notice, elect to eliminate or satisfy the Unpermitted Exception(s) to the satisfaction of Purchaser. If Seller is unable or unwilling to correct any Unpermitted Exception within the five (5) calendar day period, Seller shall be deemed to have elected not to make such cure, in which event Purchaser shall have the right, at its election and as its sole and exclusive remedy, within three (3) calendar days after the expiration of Seller's five (5) calendar day cure period, to: (a) waive any and all Unpermitted Exceptions and accept title to the Subject Property subject to such Unpermitted Exceptions (in which event such Unpermitted Exceptions shall be deemed "Permitted Exceptions") and deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount if Seller does not do so; or (b) terminate this Agreement. In the event that Purchaser elects to terminate this Agreement, the Escrowee shall be authorized to immediately deliver to Purchaser the Earnest Money, this Agreement shall be null and void, and neither Party hereto shall have any further obligations or liability under this Agreement, except as otherwise provided to the contrary in this Agreement. Purchaser's failure to elect to terminate this Agreement within said three (3) day period shall be deemed an acceptance of all Unpermitted Exceptions and a waiver of the right to terminate hereunder.
11. Inspection/As Is. This Agreement is for the sale and purchase of the Subject Property, and any and all fixtures belonging to Seller located therein and thereon, in an "As Is" condition as of the Effective Date. Except as otherwise set forth herein, Purchaser acknowledges that no representations, warranties or guarantees with respect to the condition of the Subject Property and/or fixtures have been made by Seller. Notwithstanding the foregoing, commencing on the Effective Date and expiring ninety (90) calendar days after the Effective Date ("**Inspection Period**"), Purchaser, at its sole cost and expense, shall have the full and unfettered right, to the fullest extent of the law to inspect and take any and all steps, including and without limitation commissioning studies, surveys, soil borings, structural assessments, environmental assessments and otherwise inspect the Subject Property and Lease. Seller shall make the Subject Property available to Purchaser's inspectors at all times during the Inspection Period.

Purchaser shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts or negligence of Purchaser or any person performing any inspection(s).

12. Extended Inspection Period. Notwithstanding anything herein to the contrary, Purchaser shall have the right, through written notice to Seller, to extend the Inspection Period for an additional thirty (30) day period (the "Extended Inspection Period").
13. Termination & Satisfaction. In the event that inspection(s) reveals that the condition of the Subject Property, improvements, fixtures or personal property to be conveyed or transferred is unacceptable to Purchaser or the Purchaser determines that the Subject Property fails to meet its investment criteria or is otherwise unacceptable to Purchaser, in its sole and absolute discretion and with or without cause, and Purchaser so notifies Seller of its intention to terminate this Agreement within the Inspection Period or the Extended Inspection Period, as applicable, this Agreement shall be null and void, and the Earnest Money shall be returned to Purchaser. Failure of Purchaser to so notify Seller or to conduct said inspection(s) operates as a waiver of Purchaser's right to terminate this Agreement under this paragraph and this Agreement shall remain in full force and effect.

In the event that Purchaser and/or its agent(s) undertake any destructive testing of the Subject Property (including, but not limited to, soil borings) and the transaction is terminated, Purchaser shall take all steps necessary, within a reasonable time after testing and upon the termination of this Agreement, to restore the Subject Property to the condition it was in prior to Purchaser causing the destructive testing. Furthermore, upon Seller's receipt of Purchaser's written notice to terminate this Agreement, the Parties agree that each Party shall be deemed to have released the other Party from all claims arising out of this Agreement, except for failure to restore damage to the Subject Property.

14. Environmental Matters. SELLER REPRESENTS THAT IT HAS NO KNOWLEDGE (EXCEPT TO THE EXTENT CONTAINED IN DOCUMENTS DELIVERED TO PURCHASER) AS TO: WHETHER OR NOT THE PROPERTY IS FREE FROM ENVIRONMENTAL HAZARDS, INCLUDING BUT NOT LIMITED TO CHEMICALS, OIL, GAS, PETROLEUM, HAZARDOUS WASTES AND HAZARDOUS SUBSTANCES; AND WHETHER OR NOT ANY PRIOR USES ON, IN, OR UNDER PRESENT CONDITIONS OF THE PROPERTY VIOLATE APPLICABLE FEDERAL, STATE, AND LOCAL ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*
15. Seller's Representations. The following constitute additional representations, warranties, and covenants of Seller:
 - A. 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. This Agreement and all agreements, instruments and documents herein provided to be executed by Seller are duly authorized, executed and delivered by and binding upon Seller in accordance with their terms. All requisite action has been taken or

obtained or will be taken prior to the Closing Date by Seller or its agent(s) in connection with entering into this Agreement and the consummation of the transactions contemplated hereby.

- B. Bankruptcy Matters; Encumbrances; Foreclosure. Neither Seller nor its members have made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of substantially all of its assets, suffered the attachment or other judicial seizure of substantially all of its assets, admitted its inability to pay debts as they come due, or made an offer of settlement, extension or composition to its creditors generally.
- C. No Conflict. The execution, delivery and consummation of the transactions contemplated by this Agreement are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Seller is now a party or by which the Subject Property is bound or, to Seller's knowledge, any order, rule or regulation of any court or other governmental agency or official.
- D. Government Representations & Governmental Notices. Seller has not received any written notice of, without independent inquiry or examination:
 - (i) a levy for a special assessment for public improvements with respect to the Subject Property;
 - (ii) any administrative, civil, quasi-criminal or criminal lawsuit or prosecution (as applicable), brought by a governmental body with authority to do so, wherein it is alleged that Seller has violated any building code or any other local ordinance, rule, regulation or law enacted by a governmental body with appropriate jurisdiction to regulate the Subject Property; and
 - (iii) any present, threatened, pending, planned or proposed: (A) special assessment for a planned public improvement with respect to the Subject Property; (B) litigation for violation(s) of the building code or any other local ordinance, rule, regulation or law enacted by a governmental body with appropriate jurisdiction to regulate the Subject Property; (C) modification of land use controls for the Subject Property or area surrounding the Subject Property.

16. Condition of Subject Property. Until the Closing Date, Seller shall maintain the Subject Property substantially in the same condition it is in on the Effective Date, ordinary wear and tear and casualty damage excepted. Seller shall notify Purchaser promptly if Seller becomes aware of any transaction, occurrence or other matter prior to the Closing Date that would make any of the representations or warranties of Seller untrue in any material respect. Purchaser shall notify Seller promptly if Purchaser becomes aware of any transaction, occurrence or other matter prior to the Closing Date that would make any of the representations or warranties of Seller untrue in any material respect. In the event a material defect is discovered at the Property between the Effective Date and the Closing Date, Purchaser shall have the right to terminate

this Agreement. If Purchaser elects to terminate this Agreement pursuant to the terms of this Section 16, the Earnest Money shall be returned to the Purchaser. In the event the Lease Agreement was not executed and the Parties decide to proceed to Closing on the basis that Seller and/or any tenants have vacated the Subject Property, any items of personal property remaining at the Property as of the date prior to the Closing shall be considered surrendered and abandoned by Seller and shall be deemed rubbish and debris by Purchaser. In the event Purchaser incurs any costs removing items of personal property and/or debris left on the Property by the Seller, Seller shall reimburse the Purchaser for all such costs within fifteen (15) days of the Purchaser providing the Seller with documentation evidencing the costs incurred by Purchaser in removing such personal property and/or debris from the Property.

17. Purchaser's Representations. The following constitute the representations and warranties of Purchaser:

- A. 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.
 - B. Individual Authority. The individual executing this Agreement on behalf of Purchaser has the legal power, right and actual authority to bind Purchaser to the terms and conditions of this Agreement.
 - C. No Conflict. The execution, delivery and consummation of the transactions contemplated by this Agreement are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Purchaser is now a party, or to Purchaser's knowledge, any order, rule or regulation of any court or other governmental agency or official. Purchaser shall notify Seller promptly if Purchaser becomes aware of any transaction, occurrence or other matter prior to the Closing Date that would make any of the representations or warranties of Purchaser untrue in any material respect. Seller shall notify Purchaser promptly if Seller becomes aware of any transaction, occurrence or other matter prior to the Closing Date that would make any of the representations or warranties of Purchaser untrue in any material respect. All representations and warranties set forth hereunder shall survive the Closing and the delivery of the Deed for a period of six (6) months.
18. Condemnation. In the event that between the Effective Date and the Closing Date any condemnation or eminent domain proceedings are initiated that might result in the taking of any part of the Subject Property, Purchaser shall have the right to terminate this Agreement and have the Earnest Money returned to it, in which event the rights and obligations of the Parties under this Agreement shall cease with the exception of those specifically exempted therefrom pursuant to the provisions of this Agreement.
19. Brokerage. Seller warrants and represents to Purchaser that Seller has not authorized any broker to act on its behalf in respect of the transactions contemplated hereby. Purchaser warrants and represents to Seller that it has not authorized any broker to act on its behalf in respect of the transactions contemplated hereby. Seller shall indemnify and save Purchaser

harmless from any claim by any broker or other person for commissions or other compensation for bringing about the transaction contemplated hereby, where such claim is based on the purported employment or authorization of such broker or other person by Seller. Purchaser shall indemnify and save Seller harmless from any claim by any broker or other person for commissions or other compensation for bringing about the transaction contemplated hereby where such claim is based on the purported employment or authorization of such broker or other person by Purchaser. Notwithstanding anything contained in this Agreement to the contrary, the terms, provisions, conditions and indemnifications of this Paragraph shall survive Closing and the delivery of the Deed or the termination of this Agreement for a period of six (6) months.

20. Default.

- a) Any of the following not cured within five (5) business days following written notice of the same shall constitute an act of default hereunder by Seller ("Seller's Default"):
 - A. Seller's failure to deliver the Deed or any of the required and material documentation at the Closing;
 - B. Seller's material misrepresentation or material breach of any representation or warranty (as such representations and warranties may be amended by an amendatory notice); or
 - C. Seller's failure to perform any of its material obligations hereunder.
- b) Any one of the following not cured within five (5) business days following written notice of the same, will constitute an event of default by Purchaser ("Purchaser's Default"):
 - A. Purchaser's failure to deliver the balance of the Purchase Price or any of the required documentation at the Closing;
 - B. Purchaser's material misrepresentation or material breach of any representation or warranty (as such representations and warranties may be amended by an amendatory notice); or
 - C. Purchaser's failure to perform any of its material obligations hereunder.

21. Remedies.

In the event that Seller fails to comply with any of the obligations to be performed by Seller hereunder or is otherwise in default, on or prior to the Closing Date, then Purchaser shall have available to it any remedies in law or equity. In the event that Purchaser fails to comply with any of the obligations to be performed by Purchaser hereunder, on or prior to the Closing Date, and Seller is not otherwise in breach or default of its obligations hereunder, the Inspection Period has expired or been waived and this Agreement has not been terminated during the Inspection Period (or extended Inspection Period, if applicable), Seller shall have the right to retain the Earnest Money as liquidated damages. The Parties agree and acknowledge that (A)

retention of the Earnest Money is a reasonable and not punitive remedy; (B) actual damages would be difficult or impossible to determine or quantify; and (C) there is no superior remedy available to Seller in the event Purchaser breaches hereunder.

22. Notices. Any notice, termination, waiver, request, demand or other communication provided for by this Agreement shall be in writing and shall be deemed to have been duly received upon: (A) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (B) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (C) upon receipt, or refusal, as the case may be, after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (D) upon confirmation of receipt of any facsimile or electronic mail (email) sent on a business day during normal business hours between 8:00 a.m. and 6:00 p.m.; any facsimile sent after the close of business hours will be deemed to be valid on the next business day. Notice shall be sent to the addresses set forth below or to such other address as either Party may specify in writing.

To Seller: Dr. Kathryn Kane
Circadian Health & Wellness Center, LLC
935 Skidmore Drive
Antioch, Illinois 60002
Facsimile:

With a copy to:

To Purchaser: Village of Antioch
874 Main Street
Antioch, Illinois 60002
Attn: Jim Keim, Village Administrator
Facsimile: 847-395-1920

With a copy to: Del Galdo Law Group, LLC
1441 South Harlem Avenue
Berwyn, Illinois 60402
Attention: James M. Vasselli, Esq.
Facsimile: 708-222-7001

23. Attorneys' Fees. In the event that either Party shall bring an action or legal proceeding for an alleged breach of any provision, representation, warranty, covenant or agreement set forth in this Agreement or to enforce, interpret, protect, determine or establish the meaning of any term, covenant or provision of this Agreement or to establish a Party's rights or obligations hereunder, the losing Party shall pay the prevailing Party's costs and expenses incurred in connection therewith.

24. Miscellaneous. The Parties agree to the following terms and provisions:

- A. This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties regarding such matters, if any. The Parties acknowledge that there are no additional oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. No representations, promises, agreements or understandings, whether written or oral, not contained herein shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by both of the Parties or authorized representatives thereof.
- B. Time is of the essence of this Agreement.
- C. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of 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 in default.
- F. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Both of the Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- G. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
- 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. Neither this Agreement nor a memorandum thereof shall be recorded by Purchaser.
- J. 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. All time periods set forth herein expire at 11:59 p.m. on the date of expiration. Business day, which shall mean Monday through Friday, exclusive of holidays recognized by the State of Illinois or the federal government.
- K. The effective date of this Agreement (the “**Effective Date**”) shall be the later of the respective dates set forth next to the signatures of Seller and Purchaser contained below.
- L. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
- M. The recitals set forth in the preambles to the Agreement are hereby incorporated as if fully restated herein.
- N. No representation or warranty contained herein and no statement or information contained in any certificate or other instrument furnished or to be furnished by either Party in connection with the transaction contemplated hereunder shall contain any untrue statement of a material fact or omit to state a material fact thereby making the information misleading. All representations, warranties and certifications contained herein shall be deemed restated on and as of the Closing Date.
- O. Where permitted, all documents to be delivered hereunder shall be fully executed prior to the presentation and delivery of each to ensure the enforceability and effectiveness of the same. The Parties agree to exchange all documents required for the Closing at a reasonable time prior to the Closing to allow each Party to review all relevant documentation.
- P. This Agreement shall be a valid and binding obligation of the Purchaser only after execution and the adoption of authorizing legislation by the President and Board of Trustees of the Village of Antioch, Illinois.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

Date: _____

PURCHASER: The Village of Antioch, Illinois, an Illinois municipal corporation

By: _____
Scott J. Gartner, Mayor

Date: _____

SELLER: Circadian Health & Wellness Center, LLC, an Illinois limited liability company

By: _____
Kathryn Kane, Managing Member

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

[INSERT LEGAL]

PIN: 02-08-306-093

ADDRESS:

EXHIBIT B

AFFIDAVIT OF TITLE

State of Illinois)
) SS
County of Lake)

The undersigned affiants, being first duly sworn, on oath say, and also covenant with and warrant to the grantee hereinafter named:

That affiants have an interest in the premises described below or in the proceeds thereof or is the grantor in the deed dated _____, 20__ to the **Village of Antioch**, an Illinois municipal corporation, grantee, conveying the following described premises:

See **Exhibit "A"** attached hereto and made a part hereof.

That no labor or material has been furnished for the premises within the last four months that is not fully paid for.

That since the title date of _____, 20__ in the report on title issued by [Name of Title Insurance Company], affiants have not done or suffered to be done anything that could in any way affect the title to premises, and no proceedings have been filed by or against affiants, nor has any judgment or decree been rendered against affiants, nor is there any judgment note or other instrument that can result in a judgment or decree against affiants within five days from the date hereof.

That Sellers know of no violation of any covenant recorded against the property.

That all water taxes have been paid.

That this instrument is made to induce, and in consideration of the said grantee's consummation of the purchase of premises.

Affiants further state: Naught.

[Affiant's signature on next page]

DATED this _____ day of _____, 20__.

Circadian Health & Wellness Center, LLC, an Illinois limited liability company

By: _____

Name: _____

Subscribed and sworn to
before me this _____ day
of _____, 20__.

A Notary Public

My commission expires: _____

EXHIBIT "A"
TO AFFIDAVIT OF TITLE

LEGAL DESCRIPTION

[INSERT LEGAL]

PIN: 02-08-306-093

ADDRESS: