

AGREEMENT FOR BARGAIN SALE AND DONATION OF REAL ESTATE

THIS AGREEMENT FOR BARGAIN SALE AND DONATION OF REAL ESTATE (the "Agreement") is made this _____ day of May, 2016 by and among Dreyer Clinic, Inc., an Illinois corporation ("Dreyer") and West Aurora School District No. 129, Kane County, Illinois, an Illinois public school district ("School District").

RECITALS

- A. Dreyer is the owner of fee simple title to the Property (as that term is hereinafter defined).
- B. The parties acknowledge that the Fair Market Value of the Property exceeds the Purchase Price (as that term is hereinafter defined) and Dreyer may be entitled to claim a charitable deduction for the difference between the Fair Market Value and the Purchase Price.
- C. Dreyer desires to sell the Property to School District at a price below its fair market value upon and subject to the terms and conditions of this Agreement.

THEREFORE, in consideration of \$10.00 and in reliance upon the terms, covenants, conditions and representations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Dreyer and School District agree as follows:

1. Purchase Price/Donation of Property. Dreyer agrees to sell to School District the property commonly known as 1870 W. Galena Boulevard, Aurora (the "Property") which is more particularly described on Exhibit A (legal description of the parcel to be donated) incorporated herein and attached hereto.

1.1 Payment. The Purchase Price shall be \$600,000 which shall be paid as follows:

(a) Within ten (10) days after the execution by both Dreyer and School District of this Agreement, School District shall deposit with the Title Company (as defined herein) the sum of Ten Thousand and 00/100 (\$10,000); the "Earnest Money". The Earnest Money shall be held by the Title Company in a strict joint order escrow (the "Escrow"). The Earnest Money shall be held for the mutual benefit of Dreyer and School District and shall be invested in a money market fund or in such other instruments or accounts from time to time as designated by School District. The Escrow shall be formed pursuant to the Title Company's standard form of strict joint order escrow agreement, with such modifications to such standard form as are necessary in order to cause it to conform to the terms of this Agreement. At the Closing (as hereinafter defined), the Earnest Money shall be paid to Dreyer and credited against the Purchase Price. Interest on the Initial Earnest Money shall accrue for the account of School District.

(b) School District shall pay the balance, plus or minus prorations, at Closing.

1.2 Prorations/Taxes. The following items shall be prorated between Dreyer and School District as of the Closing and prorations favoring School District, to the extent determinable as of the Closing Date, shall reduce the amounts payable by School District at the Closing, and such prorations favoring Dreyer, to the extent determinable as of the Closing Date, shall increase the amounts payable by School District at the Closing.

(a) Property taxes against the Property for calendar year 2015 (payable in 2016) will be paid in full by Dreyer prior to the date of Closing. The parties shall enter into a tax proration agreement at Closing, whereby Dreyer shall pay the 2016 taxes (payable in 2017) at its time of issuance. It is School Districts intention to file an application to have the Property declared exempt from real estate taxes for the period of time commencing with the Closing. If the Property is declared exempt before the 2016 tax bill is issued in 2017, then Dreyer shall be responsible for the entire amount of the real estate taxes. If the Property is not exempt from real estate taxes at the time the 2016 real estate tax bill is issued in 2017, Dreyer shall pay the entire bill and School District shall reimburse Dreyer for its portion of the real estate tax bill from the Closing through the end of the calendar year.

(b) Sanitary sewer taxes and utility charges if any.

School District shall take title to the Property subject to the following: (a) applicable zoning and building ordinances and land use regulations, (b) all covenants, conditions, restrictions, easements and other matters of record except to the extent that the same are caused by the affirmative acts of Dreyer and are placed of record after the date hereof, (c) such exceptions to title as are listed on Schedule B of the Commitment (as hereinafter defined), (d) such state of facts as disclosed in any survey obtained by School District, (e) such state of facts as would be disclosed by a physical inspection of the Property, and (f) any exceptions caused by School District, its agents, representatives or employees (the "Permitted Exceptions").

2. Title Commitment. Promptly after Dreyer's execution of this Agreement, Dreyer shall obtain a Commitment for Title Insurance (the "Commitment") for the Property together with a copy of all documents of record and all exceptions to title shown, listed or described in the Commitment, issued by the Title Company in the amount of the Purchase Price covering the Property, dated on or after the date hereof, which Commitment should show title to the Property in Dreyer, and list all exceptions to such title. Title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount shall be removed by Dreyer by the payment of money on or before Closing. If the Commitment discloses other exceptions to title that are not Permitted Exceptions, Dreyer shall have thirty (30) days from the delivery date of the Commitment to have such exceptions cured, either (i) by the removal of such exceptions or (ii) by the procurement of title insurance endorsements to be issued with the Title Policy providing coverage against loss or damage as a result of such exceptions. Dreyer shall be responsible for the payment of the cost of the Commitment and the Title Policy for coverage in the amount of the Purchase Price. If Dreyer fails to have the exceptions removed, or in the alternative, to obtain the appropriate endorsement within the specified time period, School District may terminate this contract, with the return of Earnest Money to School District, or may elect, upon notice to Dreyer within ten (10) days after the expiration of the thirty (30) day period to take title as it then is with the right to deduct from the Purchase Price liens or encumbrances of a definite

or ascertainable amount. If School District does not so elect, this contract shall become null and void without further action of the parties, and the Earnest Money shall be returned to School District with all accrued interest.

3. Conveyance; Title Policy. At Closing, Dreyer shall convey to School District or to an entity designated by School District ("School District Nominee") good and marketable fee simple title to the Property by stamped and recordable Quit Claim Deed; and Dreyer shall deliver or cause to be delivered to School District at Closing an Owner's Title Insurance Policy (the "Title Policy") ALTA Form, dated as of the Date of Closing. Dreyer shall pay the cost for the standard Title Policy. School District shall pay the cost of any endorsements to the Title Policy it may request. The Title Policy shall be issued by Chicago Title Insurance Company (the "Title Company"), in the amount of the Purchase Price, insuring title to the Property in School District or School District Nominee, subject only to the Permitted Exceptions.

4. Access to the Property. Upon full execution of this Agreement:

(a) School District and its agents, engineers, surveyors, appraisers, architects, planners, consultants and other representatives, at School District's expense, shall have the right, to enter upon the Property to inspect, examine, survey, obtain engineering inspections, conduct soils test, conduct environmental assessments and tests, and otherwise to do that which, in School District's opinion, is necessary to determine the suitability of the Property for the intended uses of the School District provided such inspections do not interfere with Dreyer's continued use of the Property.

(b) School District agrees to repair any damage to the Property caused by School District's entry upon the Property and to indemnify, defend and hold Dreyer, its directors, officers, members, employees and agents harmless from and against any and all claims or lawsuits brought against Dreyer for the loss, cost, damage or injuries caused or alleged to have been caused by or as a result of the acts or omissions of School District, its employees, agents, engineers, surveyors, appraisers, consultants or other representatives in furtherance of the rights granted under this paragraph. School District shall provide to Dreyer a certificate of insurance naming Dreyer as an additional insured and indicating School District and its agents and employees have liability coverage for any occurrences which may take place while School District or its agents or employees are on or about the Property.

5. Closing.

6.1 Closing Date. Closing shall be held on a date mutually agreed upon by the parties but in no event after the later of (i) October 1, 2016 or (ii) twelve (12) weeks after a certification of occupancy is issued for Dreyer's development of its new clinic at Sequoia Avenue, Aurora, IL. The "Closing Date" shall be the day of the Closing.

6.2 Dreyer's Closing Documents. At Closing, Dreyer shall deliver or cause to be delivered to School District each of the following documents, duly executed and in form and substance reasonably acceptable to School District:

(a) a recordable quit claim deed, subject to the Permitted Exceptions, sufficient to transfer and convey to School District fee simple title to the Property;

(b) any and all affidavits, certificates or other documents required by the title insurer in order to cause it to issue at Closing an owner's title insurance policy;

(c) completed state, county and municipal transfer tax declarations or exemption forms;

(d) a statement made in compliance with Section 1445 of the Internal Revenue Code, as amended (FIRPTA statement);

(e) All other necessary or appropriate documents reasonably required by School District in order to perfect the conveyance of the Property.

6.3 School District's Closing Documents.

(a) signed counterparts of any Dreyer's Closing Documents that require School District's signature.

(b) all other necessary or appropriate documents reasonably required by the Title Company or by Dreyer to complete this transaction and to carry out this Agreement.

(c) A mutually agreeable side letter agreement between the parties to design a donation wall within the Property and school recognizing John Dreyer and Dreyer Clinic;

6.4 Closing Costs. Dreyer shall pay all state, county and municipal transfer taxes, if any, title insurance premiums, survey costs, and recording fees. Each party shall pay its respective attorney's fees.

7. Representations and Warranties.

7.1 Dreyer. Dreyer represents and warrants to School District that the following are true, complete and accurate as of the date of this Agreement and will continue to be so as of Closing:

(a) Dreyer has full power and authority to perform and comply with the terms of this Agreement, and neither the execution and delivery of this Agreement nor its performance will conflict with or result in the breach of any agreement to which Dreyer is a party or by which Dreyer is bound.

(b) At the time of Closing, there will be no persons in possession or occupancy of the Property (other than School District), nor will there be any persons who have possessory rights with respect to the Property.

(c) Dreyer has received no written notice of any existing, pending, contemplated, threatened or anticipated condemnation of any part of the Property.

(d) From and after the date hereof, Dreyer agrees not to contract to sell, transfer, convey or encumber or cause to be sold, transferred, conveyed or encumbered, the Property, or any part thereof.

7.2 School District. School District represents and warrants to Dreyer that the following are true, complete and correct as of the date of this Agreement and will continue to be so as of the Closing:

(a) School District has full power and authority to perform and comply with the terms of this Agreement. Neither the execution and delivery of this Agreement, nor its performance, will conflict with or result in the breach of any contract to which the School District is a party or the School District is bound.

(b) School District has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by School District pursuant hereto. This Agreement and all documents to be executed pursuant hereto by School District are and shall be binding upon and enforceable against School District in accordance with their respective terms.

8. Conditions Precedent.

8.1 Dreyer. At the option of Dreyer, the obligations of Dreyer under this Agreement are contingent and conditional upon any one or more of the following, the failure of any of which shall, upon notice from Dreyer, render this Agreement terminated and without further obligation of either party:

(a) The representations and warranties set forth in Section 7.1 and 7.2, above, are true, correct and complete as of Closing.

(b) As of Closing, School District shall have fully performed and satisfied each and every obligation, term and condition to be performed and satisfied by School District under this Agreement.

(c) Dreyer has reached a written definitive agreement, in its sole discretion, with the City of Aurora on a real estate tax rebate agreement in which Dreyer will be reimbursed for its payment of real estate taxes in the amount of one hundred fifty thousand dollars (\$150,000), no later than the end of calendar year 2017 or calendar year 2018 in Dreyer's sole discretion.

9. Default and Remedies.

9.1 Dreyer's Default. If Dreyer willfully and deliberately fails to perform in any material respect in accordance with the terms of this Agreement, School District shall have the right to bring an action for specific performance against Dreyer.

9.2 School District's Default. If School District willfully and deliberately fails to perform in any material respect in accordance with the terms of this Agreement, Dreyer shall have the right to terminate this Agreement and School District shall be responsible for paying Dreyer's out-of-pocket expenses incurred in direct relation to preparation, execution and performance of this Agreement.

10. Property Donated "As-Is". School District acknowledges and agrees that (i) the Property shall be donated, and School District shall accept possession of the Property on the Closing Date, "AS-IS, WHERE-IS, WITH ALL FAULTS", and (ii) none of Dreyer, nor any officer, director, employee, agent or attorney of DREYER, nor any other party related to any of the foregoing (collectively, the "Dreyer Parties") have or shall be deemed to have made any verbal or written representations, warranties, promises or guarantees (whether expressed, implied, statutory or otherwise) to School District with respect to the Property except as expressly set forth herein.

11. Zoning Period.

a. School District shall have until the sixtieth (60th) day following the date of the Agreement (the "Zoning Date") to rezone the Property to comply with its intended use. Dreyer agrees to cooperate reasonably with any applications made by or at School Districts direction. School District shall have the right, by written notice to Dreyer (each, an "Extension Notice"), to extend the Zoning Period Date ("Extensions") by two (2) consecutive thirty (30) day periods ("Extension Periods") for the sole purpose of obtaining governmental approvals related to Buyer's intended development of the Property ("Approvals).

b. Termination. School District shall have the right to terminate this Agreement at any time, in its discretion in the event it has not been granted its Approvals through the last day of the Zoning Date as extended, in which event the Earnest Money shall be returned to School District, and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. If, on or before the Zoning Date, School District does not give Dreyer written notice that School District waives its termination right pursuant to this Section, then School District shall be deemed to have waived that right to terminate this Agreement, this Agreement shall remain in full force and effect in accordance with its terms. If School District has exercised an Extension, then School District shall also have the right to terminate this Agreement by written notice to Dreyer prior to the expiration of the associated Extension Period, if School District has not then been granted the Approvals. If School District does timely deliver such termination notice, then this Agreement shall terminate effective as of the date of such notice, in which event the Earnest Money shall be returned to School District and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination.

12. Charitable Deduction. The parties acknowledge that the Fair Market Value of the Property exceeds the Purchase Price and Dreyer may be entitled to claim a charitable deduction for the difference between the Fair Market Value and the Purchase Price. School District shall fully cooperate with Dreyer to the extent necessary in the filing of its claim for a charitable donation for income tax purposes to qualify this transaction as a Bargain Sale under the Internal Revenue Code.

13. Miscellaneous.

a. Survival. This Agreement shall not be cancelled or merged upon Closing. Each and every agreement, covenant, representation and warranty of Dreyer and School District contained in this Agreement shall be deemed to have been relied upon by the other party notwithstanding any investigation the other party or its agents may have made with respect thereto or any information developed by or made available prior to Closing.

b. Entire Agreement. This Agreement constitutes the entire agreement between Dreyer and School District with respect to the Property and shall not be modified or amended except in a written document signed by Dreyer and School District. Any prior agreement or understanding between Dreyer and School District concerning the Property is hereby rendered null and void.

c. Time. Time is of the essence of this Agreement.

d. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois.

e. Recordation. Neither this Agreement nor a memorandum thereof shall be recorded.

f. Notices. All notices, requests, demands or other communication required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, return receipt requested, postage prepaid, or by facsimile, addressed as follows:

(a) If to Dreyer:
Dreyer Clinic Inc.
2357 Sequoia Drive
Aurora, Illinois 60506
Attention: President

With a copy to:
Advocate Health Care
3075 Highland Parkway
Downers Grove, Illinois 60515
Attention: General Counsel

(b) If to School District:

West Aurora School District No. 129
1877 W. Downer Place
Aurora, Illinois 60506
Attention: Superintendent

With a copy to:
Whitt Law LLC
70 S. Constitution Drive
Aurora, Illinois 60506
Attention: Stuart L. Whitt

All notices given in accordance with the terms hereof shall be deemed received three (3) days after posting, or when delivered personally or twenty four (24) hours after confirmed delivery by facsimile. Either party may change the address or facsimile number for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this paragraph.

14. Counterparts. This Agreement may be executed in counterparts which, when taken together shall be deemed to be one Agreement.

15. Non-Merger. The parties agree that this Agreement shall not merge with the conveyance of the deed and shall expressly survive the Closing.

IN WITNESS WHEREOF, Dreyer and School District have executed and delivered this Agreement on the date written on the first page.

Dreyer Clinic, Inc.:

By: Donna Slooper

Printed: Donna Cooper

Title: President

West Aurora School District No. 129:

By: [Signature]

Printed: Robert Gonzalez
Title: President, Board of Education

EXHIBIT A
Legal Description Of The Property

PARCEL 1:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF NORTH KINGSWAY DRIVE AS CONVEYED TO THE CITY OF AURORA, KANE COUNTY, ILLINOIS, FOR STREET PURPOSES, BY DOCUMENT NUMBER 1178323, SAID POINT LYING 844.59 FEET SOUTHERLY OF THE CENTER LINE OF GALENA BOULEVARD; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION 363.59 FEET TO THE SOUTH LINE OF SAID NORTH KINGSWAY DRIVE; THENCE EASTERLY, ALONG SAID SOUTH LINE 33.02 FEET TO THE EAST LINE OF SAID NORTH KINGSWAY DRIVE; THENCE NORTHERLY, ALONG SAID EAST LINE 106.00 FEET TO A POINT 375 FEET SOUTHERLY OF THE SAID CENTER LINE OF GALENA BOULEVARD; THENCE EASTERLY PARALLEL TO SAID CENTER LINE 250 FEET; THENCE NORTHERLY, PARALLEL WITH SAID EAST LINE 325.00 FEET TO A POINT ON A LINE LYING 50.00 FEET SOUTHERLY OF, AND PARALLEL WITH SAID CENTER LINE OF GALENA BOULEVARD; THENCE EASTERLY, ALONG SAID PARALLEL LINE 435.60 FEET THENCE SOUTHERLY PARALLEL WITH SAID EAST LINE 794.59 FEET; THENCE WESTERLY, PARALLEL WITH SAID CENTER LINE 718.63 FEET TO THE POINT OF BEGINNING, IN THE CITY OF AURORA.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS CREATED BY GRANT DATED APRIL 7, 1962 AND RECORDED APRIL 17, 1962 IN BOOK 2125, PAGE 545, AS DOCUMENT 975379 MADE BY DAVID H. REIMERS AND EDITH T. REIMERS, HIS WIFE, TO THE CLINIC CORPORATION FOR THE BENEFIT OF PARCEL ONE OVER THAT PART OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF GALENA BOULEVARD WITH THE EAST LINE OF SAID NORTH EAST 1/4? THENCE SOUTH ALONG THE EAST LINE OF SAID NORTH EAST 1/4, 50.33 FEET; THENCE WESTERLY PARALLEL WITH THE CENTER LINE OF SAID GALENA BOULEVARD 407.86 FEET FOR THE POINT OF BEGINNING THENCE WESTERLY PARALLEL WITH THE CENTER OF GALENA BOULEVARD 435.60 FEET? THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 50 FEET TO THE CENTER LINE OF SAID GALENA BOULEVARD; THENCE EASTERLY ALONG SAID CENTER LINE 435.60 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO SAID CENTER LINE 50 FEET TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE APPURTENANT EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL ONE AS CREATED IN RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT RECORDED AUGUST 23, 1984 AS DOCUMENT: 1692811 FROM CLINIC CORPORATION TO DMC BUILDING PARTNERSHIP OVER: THAT PART OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF NORTH KINGSWAY DRIVE, AS CONVEYED TO THE CITY OF AURORA FOR STREET PURPOSES, BY DOCUMENT NO.. 1178323, SAID POINT LYING 325.00 FEET SOUTHERLY OF THE CENTER LINE OF GALENA BOULEVARD; THENCE SOUTH 83 DEGREES, 17 MINUTES, 00 SECONDS E., PARALLEL WITH SAID CENTER LINE, 250.00 FEET: THENCE SOUTH 06 DEGREES, 43 MINUTES, 00 SECONDS W., PARALLEL WITH SAID EAST LINE, 25.00 FEET; THENCE NORTH 83 DEGREES, 17 MINUTES, 00 SECONDS W., PARALLEL WITH SAID CENTER LINE, 250.00 FEET TO SAID EAST LINE; THENCE NORTH 06 DEGREES, 43 MINUTES, 00 SECONDS E., ALONG SAID EAST LINE, 25.00 FEET TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

Property Index Number: 15-19-276-003
Commonly known as: 1870 W. Galena Boulevard, Aurora, IL