

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into effective as of the Effective Date (hereinafter defined) between ELOISE WHEELER("Seller") and LEXINGTON HOMES L.L.C., an Illinois limited liability company, its direct or indirect subsidiaries or assignees ("Purchaser").

WITNESSETH:

This Agreement constitutes the entire agreement of Seller to sell and Purchaser to buy all of Seller's right, title and interest in and to the Property, as that term is defined in Section 2 of this Agreement.

In consideration of the mutual covenants set forth herein, the parties hereto hereby agree as follows:

1. Certain Defined Terms. As used herein, the following terms shall have meanings set forth opposite such terms:

1.1 "Due Diligence Period": The period commencing on the Effective Date and ending at 5:00 p.m. Central Time on the _____ day after the Effective Date.

1.2 "Closing Date": The _____ day following the expiration of the Zoning Approval/Plat of Subdivision Contingency Period or such other date as agreed by Seller in writing.

1.3 "Earnest Money": The amount of _____ (as may be increased, the "Deposit"). For purposes of this Agreement, the term "Earnest Money" shall include any interest earned on the Earnest Money and any amounts paid pursuant to Section 8.3.

1.4 "Effective Date": The date on which this Agreement has been fully executed and delivered, as noted on the signature page of this Agreement.

1.5 "Purchase Price": _____

1.6 "Surviving Obligations": The indemnity and other obligations of Purchaser in this Agreement, which explicitly specify that such obligations shall survive the Closing and any termination of this Agreement shall do so.

1.7 "Title Company": Chicago Title Insurance Company, 10 S. LaSalle Street, Suite 3100, Chicago, Illinois, Attention: Krystina Cozzie.

2. Sale and Purchase: The Property. Seller hereby agrees to sell and assign to Purchaser and Purchaser hereby agrees to purchase and accept from Seller, for the Purchase Price and on and subject to the terms and conditions herein set forth, title in fee simple to the

Earnest Money and any interest earned thereon shall be returned to Purchaser and neither Seller nor Purchaser shall have any further obligation or liability hereunder.

8.2 Zoning Approval/Plat of Subdivision Contingency. Subject to the qualifications contained in this Section 8, Purchaser's obligation to consummate the transaction contemplated by this Agreement is subject to Purchaser's obtaining from the City of Warrentville a duly-enacted planned development ordinance for Purchaser's proposed development (the "PD") for a change in zoning to allow for residential planned development of the Property (the "Zoning Approval Contingency") and preparation and execution of a Plat of Subdivision to be recorded against the Property at Closing, which Plat of Subdivision shall subdivide the Property accordingly. The parties acknowledge that the substantive content of the PD shall be determined by negotiation between the Purchaser and the City of Warrentville. The content and acceptability of the PD shall be determined at the sole discretion of Purchaser. Seller hereby authorizes Purchaser to file any applications or petitions required in order to obtain the PD and Plat of Subdivision, together with any other governmental approvals necessary in order to develop the Property with Purchaser's intended residential planned development of the Property.

EXECUTED by the parties hereto on the respective dates shown below.

December 14, 2021

SELLER:

Eloise E. Wheeler

PURCHASER:

LEXINGTON HOMES L.L.C., an Illinois limited liability company

By: Lexington Homes Illinois Inc., an Illinois corporation, its Manager

December 15, 2021

By: _____

Name: Thomas P. Duffy

Its: Attorney and Agent

Effective Date: December 15, 2021