

COOK COUNTY ASSESSOR
JOSEPH BERRIOS



COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

CLASS 6B
ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, **a filing fee of \$500.00**, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information DARIUSZ FUDALA

Name: FUDALA HOLDINGS LLC Telephone: (708) 308-0947
Address: 18545 W. CREEK DR.
City: TINLEY PARK State: IL Zip Code: 60477

Contact Person (if different than the Applicant)

Name: STAN LATEK Telephone: (708) 715-2835
Address: 71 SILO RIDGE RD E
City: ORLAND PARK State: IL Zip Code: 60467
Email: SLATEK @ YAHOO.COM

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 16555 S. 108th AVE
Permanent Real Estate Index Number: 27-20-402-019-0000
(2) _____
Permanent Real Estate Index Number: _____
(3) _____
Permanent Real Estate Index Number: _____
City: ORLAND PARK State: IL Zip Code: 60467
Township: ORLAND Existing Class: ZONING ORI
5-93

Attach legal description, site dimensions and square footage and building dimensions and square footage.

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

☒ YES ☐ NO

When and by whom was the subject property last occupied prior to the purchase for value?

ORLAND MEDICAL REALTY LLC
MALIK B. ALI MANAGER

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation: MAY 1 2016
Date of Purchase: MAY 1, 2016
Name of purchaser: FUDALA HOLDINGS (DARIUSZ)
Name of seller: MALIK B. ALI FUDALA
Relationship of purchaser to seller: NO. RELATIONSHIP

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of **abandonment prior to purchase was less than 24 months**, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? _____

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation: _____
Date of purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- ☒ 24 or greater continuous months (*Eligible for Special Circumstance*)
- ☐ 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- ☐ Less than 12 continuous months (*Not Eligible for Special Circumstance*)

When and by whom was the subject property last occupied prior to the filing of this application?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

TEERM SUPPLEMENTAL APPLICATION

(This form will **ONLY** be utilized for applicants who specifically elect for **TEERM**)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.

*Under the **TEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

No applications will be taken after November 30, 2018.

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.

Agent's Signature

DARIUSZ FUDALA, PRESIDENT

Agent's Name & Title

15428 BADGER LN IL 60491

Agent's Mailing Address

708-308-0947

Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

EMPLOYMENT OPPORTUNITIES

How many construction jobs will be created as a result of this development? _____

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: _____ Part-time: _____

How many new permanent full-time jobs will be created as a result of this proposed development?

How many new permanent full-time jobs will be created as a result of this proposed development?

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Signature

DARIUSZ FUDALA

Print Name

Date

3/2/16

PRESIDENT

Title

10/4/13

INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

_____ as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (*circle as appropriate*) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended:

_____ Class 6B _____ Class 8 (*Industrial property*) _____ Class 9

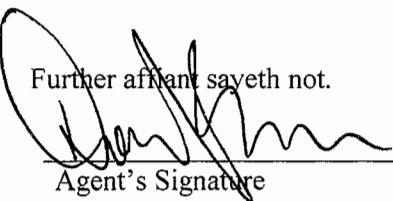
3. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (*the "Ordinance"*), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (*check as appropriate*):

_____ Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

_____ Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.



Agent's Signature

Agent's Name & Title

Agent's Mailing Address

Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

(Please type or Print)

(Please type or Print)

[illegible][illegible]



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INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

_____ as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (circle as appropriate) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended:

___ Class 6b ___ Class 8 (industrial property) ___ Class 9

3. The Cook County Assessor's Office has issued the following control number regarding this application/renewal (circle as appropriate), _____.
4. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (the "Ordinance"), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (check as appropriate):

___ Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

___ Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

Agent's Signature

Agent's Name & Title

Agent's Mailing Address

Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

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

Signature of Notary Public

(Please type or Print)

(Please type or Print)

Common Address

[illegible][illegible]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter referred to as this "Agreement") is made as of the Effective Date (as hereinafter defined) by and between ORLAND MEDICAL REALTY, LLC, an Illinois limited liability company (hereinafter referred to as "Seller") and FUDALA HOLDINGS LLC, an Illinois limited liability company, or their nominee (hereinafter referred to as "Purchaser").

RECITALS

WHEREAS, the Seller owns fee simple title to certain improved real property commonly referred to as 16555 South 108th Avenue, Orland Park, Illinois, and legally described in Exhibit A which is attached hereto and incorporated herein by reference (hereinafter referred to as the "Land"), together with certain related intangible property.

WHEREAS, the Purchaser desires to purchase from Seller the Property (as hereinafter defined) and Seller desires to sell the Property to Purchaser, in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises herein contained and the respective undertakings of the parties hereinafter set forth, Seller and Purchaser hereby agree as follows:

1. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller all of the following described property (collectively, the "Property"):
 - (a) The Land, together with all easements, rights-of-way and appurtenances pertaining to the Land, if any;
 - (b) The building and improvements located on the Land (collectively the "Improvements" or sometimes referred to as the "Building");
 - (c) All fixtures, signs, apparatus, heating systems, attached plumbing, electrical and other building systems including but not limited to lighting fixtures and alarm systems, and all other personal property, if any, owned by Seller and which are located on the Land and/or in the Improvements and used in connection with the operation and ownership of the Improvements, excluding all furniture (the "Personal Property");
 - (d) Any intangible property (the "Intangible Property") owned or held by Seller solely in connection with Land or the Improvements including, but not limited to all transferable licenses and warranties covering the Land, the Improvements or any part thereof;



2. **Purchase Price.** The purchase price (the "Purchase Price") for the Property shall be Eight Hundred Thousand Dollars and No/100 (\$800,000.00), which shall be payable as follows:
- (a) **Earnest Money.** Within three (3) business days after the Effective Date Purchaser shall deposit, as earnest money, the sum of Twenty Thousand and No/100 Dollars (\$20,000.00) (the "Earnest Money") into an escrow with the Title Insurance Company (the "Title Company" or "Escrowee"). The Earnest Money shall be either applied to the Purchase Price at the Closing (as hereinafter defined), returned to Purchaser or paid to Seller, all as hereinafter provided for in this Agreement. The Earnest Money shall be held by the Escrowee in escrow (the "Earnest Money Escrow") for the mutual benefit of the parties hereto and at Purchaser's option, may be invested in an interest bearing account or a similar investment satisfactory to Purchaser. All interest earned on the Earnest Money shall be delivered to the party entitled to receive the Earnest Money; provided, however, that at the Closing the Earnest Money (exclusive of interest earned thereon) shall be applied against the Purchase Price and the interest earned thereon shall be delivered to Purchaser.
 - (b) **Cash Balance.** The balance of the Purchase Price, plus or minus the prorations and credits hereinafter provided for, shall be paid by Purchaser by federal wire transfer funds, together with such additional funds for Purchaser's share of closing costs as may be required pursuant to this Agreement.
3. **Closing.** The closing of the transaction contemplated by this Agreement (the "Closing"; the date of such closing being herein referred to as the "Closing Date") shall be held at an office of the Escrowee, mutually acceptable to the Seller and Purchaser, within 15 days after the expiration of the Due Diligence Inspection Period, the Purchaser Election Period, or Class 6b Approval (each as defined below), whichever is later. 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, with such special provisions inserted in the Closing Escrow as may be required to conform to this Agreement; provided, however, in the event of a conflict between the terms of this Agreement and the Closing Escrow, the terms of this Agreement shall control.
4. **Deliveries at Closing.**
- (a) At Closing, Seller shall deliver to the Escrowee or Purchaser directly, as Seller may elect, the following documents:

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- (i) A Special Warranty Deed conveying to Purchaser the Land and Improvements, subject to the Permitted Exceptions (as hereinafter defined) (the "Deed");
 - (ii) An affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the Permitted Exceptions
 - (iii) A Bill of Sale conveying to Purchaser the Personal Property;
 - (iv) A Certificate of Non-Foreign Status of Seller as required by Section 1445 of the Internal Revenue Code;
 - (v) Any 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);
 - (vi) Such proof of Seller's authority and authorization to enter into this transaction as may be required by the Title Company; and
 - (vii) An ALTA Statement and GAP Undertaking, as required by the Title Company.
- (b) At Closing, Purchaser shall deliver to the Escrowee, or Seller directly, as Purchaser may elect, the following:
- (i) The balance of the Purchase Price in accordance with Paragraph 2(b) above, plus Purchaser's share of closing costs;
 - (ii) Such proof of Purchaser's authority and authorization to enter into this transaction as may be required by the Title Company;
 - (iii) Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy; and
- (c) At Closing, Purchaser and Seller shall jointly deliver the following documents to the Escrowee:
- (i) To the extent required, state, county and municipal transfer tax declarations;
 - (ii) Three (3) originals of a settlement statement prepared by the Title Company in a manner which reflects the terms and conditions, as

DE [Signature]

applicable, of this Agreement and otherwise in a form reasonably acceptable to Purchaser and Seller (the "Closing Statement"); and

- (iii) A joint direction to the Escrowee to transfer the Earnest Money into the Closing Escrow.

- 5. **Allocation of Closing Costs and Expenses.** Seller shall pay for the cost of the Title Policy, including extended coverage, but excluding any endorsements required or requested by Purchaser (all of which will be at Purchaser's sole cost and expense); the cost to record any instruments necessary to clear Seller's title; one-half of the cost of the Earnest Money Escrow; one-half of the cost of the Closing Escrow and one-half of the cost of the "New York Style" closing fee. Purchaser shall pay for the cost of any recording fees with respect to the Deed, one-half of the cost of the Earnest Money Escrow, one-half of the cost of the Closing Escrow, one-half the cost of the "New York Style" closing fee, the cost of any lender's money escrow and the cost of any endorsements required by the Purchaser other than extended coverage. State and county transfer taxes applicable to this transaction shall be paid by Seller. Any municipal transfer tax shall be paid by the party designated in the applicable municipal ordinance.
- 6. **Prorations.** The following prorations, except as specifically provided herein to the contrary, shall be made as of the Closing Date and shall be applied to reduce or increase the balance of the Purchase Price, as applicable:
 - (a) **Taxes.** 2015 general real estate taxes for the Property shall be prorated as of the closing date on the basis of 105% of the last available full year's tax bill.
 - (b) **Utilities and Operating Expenses.** Gas, water, electricity, heat, fuel, sewer and other utilities and operating expenses relating to the Property shall be prorated through the date preceding the Closing Date. To the extent final readings cannot be obtained it shall be assumed that utility charges were uniformly incurred during the billing period in which the Closing occurs.
 - (c) **Miscellaneous.** If there are any items other than those set forth in subsections (a) through (d) above, the credit or proration of which are necessary to fairly allocate the benefits and burdens of ownership of the Property, such items shall be prorated at the Closing. All prorations shall be final. This provision and the obligations hereunder shall survive the Closing.

D.F. [Signature]

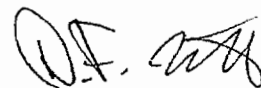
7. **Title Insurance.**

- (a) **Title Commitment.** No later than ten (10) days after the Effective Date, Seller shall deliver to Purchaser a commitment (the "Commitment") for an ALTA Owner's Policy of Title Insurance issued by the Title Company showing title to the Land vested in Seller, subject only to: (i) general taxes not yet due and payable, (ii) matters created by, through or under Purchaser; (iii) existing easements of record; and (iv) matters approved or waived by Purchaser pursuant to Paragraph 7(b) below (hereinafter collectively referred to as the "Permitted Exceptions") and the standard printed exceptions and general exceptions contained in the Commitment.
- (b) **Title Approval.** Purchaser shall have the right during the Due Diligence Inspection Period to deliver to Seller a notice ("Title Objection Notice") of the objections that Purchaser may have to anything contained in or set forth in or disclosed by the Survey or the Commitment ("Unpermitted Exceptions"). Any exception to which Purchaser does not object shall be considered a "Permitted Exception". Seller may, within ten (10) days after receipt of the Title Objection Notice (the "Seller Response Period"), elect to eliminate or satisfy the Unpermitted Exceptions to the satisfaction of Purchaser. If Seller fails to respond in writing during the Seller Response Period, Seller will be deemed to have elected not to correct the Unpermitted Exceptions. If Seller is unable or elects (or is deemed to elect) not to correct any Unpermitted Exceptions, then Purchaser shall have the right within ten (10) days after the expiration of the Seller Response Period (or prior to the Due Diligence Completion Date, if later) ("Purchaser Election Period"), at its election, but as its sole and exclusive remedy, to either (a) waive such Unpermitted Exceptions and accept title to the Property subject to such Unpermitted Exceptions (in which event such exceptions shall be deemed "Permitted Exceptions"), or (b) terminate this Agreement. In the event that on or before the end of the said Purchaser Election Period, Purchaser has not elected to terminate this Agreement, then Purchaser shall be deemed to have elected to waive all of such Unpermitted Exceptions. In the event Purchaser elects to terminate this Agreement, and is not in default, the Escrowee shall be authorized to immediately deliver to Purchaser the Earnest Money and neither party hereto shall have any further obligation or liability under this Agreement, except as otherwise provided to the contrary in this Agreement. Notwithstanding the above, Seller may use the proceeds payable at Closing to discharge any monetary liens of a definite or ascertainable amount affecting the Property.
- (c) **Title Policy.** As of the Closing Date, Seller shall cause the Title Company to issue to Purchaser its ALTA owner's policy of title insurance or

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irrevocable commitment to issue same with extended coverage (the "Title Policy") covering the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions.

8. **Plat of Survey.** Seller at its sole cost shall obtain a plat of survey of the Property (the "Survey") dated after the Effective Date and prepared by a surveyor licensed in Illinois, and so certified by such surveyor as having been prepared, in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM land title surveys jointly established and adopted by ALTA and ACSM, which Survey shall be certified to Seller, Purchaser, Purchaser's Lender, the Title Company. Any survey discrepancies or defects objected to by Purchaser shall be included in the Title Objection Notice and deemed Unpermitted Exceptions. The rights and obligations of the parties as to those survey discrepancies or defects shall be the same as with all other Unpermitted Exceptions as noted in Paragraph 7(b).
9. **Purchaser's Contingencies.**
 - (a) **Information and Documentation.** Seller shall make available to Purchaser within ten (10) business days after the Effective Date for Purchaser's review the following information pertaining to the Property to the extent same is in Seller's possession: existing surveys; title insurance policies; environmental reports; current real estate tax bills, and any applicable contracts, leases, permits and licenses affecting the Property (collectively the "Due Diligence Documents"). Purchaser hereby acknowledges that the Due Diligence Documents are provided "AS IS," without representation or warranty of any kind, including as to the accuracy of the information and conclusions contained therein.
 - (b) **Due Diligence Inspection Period.** Purchaser shall have a period (the "Due Diligence Inspection Period") commencing on the Effective Date through and including the calendar day which is thirty (30) days thereafter (the "Due Diligence Completion Date") within which to determine the feasibility of acquiring the Property. If, for any reason whatsoever, in Purchaser's sole discretion, or for no reason, Purchaser is not satisfied with the feasibility of acquiring the Property, Purchaser shall have the right to terminate this Agreement by written notice to Seller no later than 5:00 p.m. C.S.T. on the Due Diligence Completion Date. In the event Purchaser fails to timely notify Seller of Purchaser's decision to terminate this Agreement on or before the Due Diligence Completion Date, Purchaser shall be deemed to have elected to acquire the Property pursuant to the terms of this Agreement. Upon any termination of this Agreement by Purchaser pursuant to this Paragraph 9(b), the Earnest Money shall be returned to Purchaser and all rights and obligations of the parties



hereunder shall cease, except as otherwise provided to the contrary in this Agreement.

(c) **Class 6b Approval.** The purchase of the Property is subject to the Purchaser obtaining a resolution or ordinance from the Village Orland Park in support of Class 6b tax status for the Property. However, Purchaser shall be required to submit such documentation as the Village may require for the Class 6b application prior to the expiration of the Due Diligence Inspection Period. In the event such resolution or ordinance is not obtained within thirty (30) days after the expiration of the Due Diligence Inspection Period ("Class 6b Approval Period"), Purchaser shall have the right to terminate this Agreement by written notice to Seller no later than 5:00 p.m. C.S.T. on the last day of the Class 6b Approval Period. In the event Purchaser fails to timely notify Seller of Purchaser's decision to terminate this Agreement on or before the end of Class 6b Approval Period, Purchaser shall be deemed to have elected to acquire the Property pursuant to the terms of this Agreement. Upon any termination of this Agreement by Purchaser pursuant to this Paragraph 9(c), the Earnest Money shall be returned to Purchaser and all rights and obligations of the parties hereunder shall cease, except as otherwise provided to the contrary in this Agreement.

10. **Inspection.** During the Due Diligence Inspection Period, Purchaser shall have the right and opportunity to physically inspect the Property during normal business hours and upon at least one (1) business day prior notice and, at the election of Seller, accompanied by a representative of Seller, subject to the following:

- (a) Purchaser's inspections shall not cause any injury to the Property;
- (b) Purchaser, at its sole cost and expense, shall promptly repair any damage to the Property caused by Purchaser's inspections;
- (c) Purchaser shall indemnify, defend and hold Seller harmless from and against any and all loss, cost, injury, damage, liability or expense, including, without limitation, reasonable attorneys' fees and court costs, and liability of any kind arising out of or in connection with Purchaser's activities on the Property, including, without limitation, the acts and omissions of Purchaser's agents, employees, architects, engineers and other personnel;
- (d) Prior to entering the Property, Purchaser shall provide evidence to Seller through certificates of insurance naming Seller as named additional insured that Purchaser or Purchaser's agent or contractor conducting the

(Handwritten signature)

inspection is maintaining comprehensive general public liability insurance (including automobile and contractual liability endorsements) against claims for personal injury or death and property damage occasioned by accidents occurring upon, in or about the Property, all in such amounts and with such coverages as shall be reasonably satisfactory to Seller.

- (e) Notwithstanding anything to the contrary contained in this Agreement, the terms, provisions, conditions and indemnifications of this Paragraph 10 shall survive Closing and the delivery of the Deed or the termination of this Agreement.

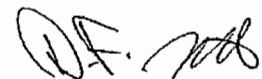
11. Representations, Warranties and Covenants.

- (a) **Representations and Warranties of Seller.** In order to induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser as follows:

- (i) This Agreement has been, and all the documents to be delivered by Seller to Purchaser at Closing will be, duly authorized, executed and delivered by Seller, are or will be legal, valid and binding obligations of Seller, will be sufficient at Closing to convey good and marketable title to Purchaser, are or will be at Closing enforceable in accordance with their respective terms, and do not and will not at Closing violate any provisions of any agreement to which Seller is a party or by which the Property is bound.
- (ii) Seller has received no notice of any violations of any health, safety, pollution, environmental, zoning or other laws, ordinances, rules or regulations with respect to the Property.

- (b) **Representations and Warranties of Purchaser.** In order to induce Seller to enter into this Agreement, Purchaser represents and warrants to Seller as follows:

- (i) **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.
- (ii) **Requisite Action.** All requisite action has been taken or obtained by Purchaser in connection with the entering into this Agreement and the consummation of the transactions contemplated hereby, or shall have been taken prior to the Closing Date.



12. **Casualty or Condemnation Prior to Closing.**

(a) **Casualty.** If, prior to the Closing Date, a material part (as defined in this Paragraph 12(a)) of the Property is destroyed or damaged by fire or other casualty, Seller will promptly notify Purchaser of such fact, and either Purchaser or Seller will have the right to terminate this Agreement by giving notice to the other not later than ten (10) days after notice from Seller to Purchaser. For the purposes hereof, a "material part" of the Property will mean a part of the Property which, as determined by a general contractor mutually acceptable to Seller and Purchaser, will cost in excess of twenty percent (20%) of the Purchase Price to repair. If neither Seller or Purchaser elect to terminate this Agreement as aforesaid, or if there is damage to or destruction of less than a material part of the Property by fire or other casualty, there will be no abatement of the Purchase Price, and (i) Seller will assign to Purchaser (without recourse) at the Closing the rights of Seller to the proceeds, if any, under Seller's insurance policies covering the Property with respect to such damage or destruction, which Purchaser will be entitled to receive and keep, and (ii) the amount of any deductible will be credited to Purchaser at Closing.

(b) **Eminent Domain/Condemnation.** In the event that any time after the Effective Date, proceedings are instituted for the appropriation of any part of the Property by the power of eminent domain or condemnation, Seller agrees to immediately notify Purchaser of such action. Purchaser shall receive a credit against the purchase price in the amount of any awards or other proceeds actually received by Seller prior to the closing for such taking, and at the closing, any award actually received by Seller in excess of the purchase price shall be paid to Purchaser; and at the closing, Seller shall also assign to Purchaser all of Seller's right, title and interest in and to any future awards by reason of such taking.

13. **Brokers.** The parties mutually warrant and represent to the other that no brokers other than John Basile of Colliers International, on behalf of Seller, and Stan Latek of Prospect Equities, on behalf of Purchaser (hereinafter referred to as the "Brokers") were involved in the subject transaction. Seller shall solely responsible for the commissions and fees due Brokers consistent with the listing agreement entered into with Colliers International.

14. **Default.**

(a) **Purchaser's Remedies upon Seller's Default.** If Closing fails to occur because of Seller's default, then Purchaser may, at its option, terminate the Agreement and receive a full and immediate return of all Earnest Money,

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together with all interest thereon or Purchaser may seek specific performance of this Agreement and pursue any and all rights at law or equity.

- (b) **Seller's Remedies upon Purchaser's Default.** In the event the Closing fails to occur because of Purchaser's default, the Earnest Money shall be paid to Seller, together with all interest thereon, and Purchaser may pursue any and all rights at law or equity, including specific performance.

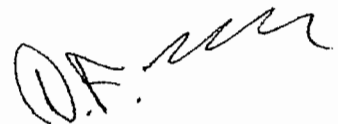
15. **Possession; Condition of Property.** Subject to any right of third parties under the Leases, Seller shall deliver possession of the Property to Purchaser on the Closing Date in substantially same condition as on the Due Diligence Completion Date, reasonable wear and tear excepted. If Seller removes any equipment, machinery, fixtures or other items which are not part of the Property to be conveyed hereunder ("Removed Items") from the Improvements, Seller will reasonably repair any damage caused by the installation, operation or removal of such Removed Items.
16. **Assignment.** Purchaser may assign its rights and obligations under this Agreement by giving Seller written notice thereof not less than five (5) days prior to Closing, but such Assignment will not release Purchaser from its obligations hereunder
17. **Notices.** Any notice required or permitted to be given by this Agreement shall be given or made in writing, and shall be served (i) personally by messenger or courier services, (ii) by facsimile or email transmission, with a copy of the notice and proof of the transmission sent by regular first class mail if requested by the receiving party, or (iii) by overnight delivery as follows:

In the case of Seller, address to:

Orland Medical Realty, LLC
Attn: Malik B. Ali
16101 South 108th Avenue
Orland Park, Illinois 60467

With a copy to:

Goldstine, Skrodzki, Russian, Nemec and Hoff, Ltd.
Attn: James E. Olguin
835 McClintock Drive, Second Floor
Burr Ridge, IL 60527-0860
Telephone: 630-655-6000
Fax: 630-655-9808
Email: jeo@gsrnh.com



In the case of Purchaser, address to:

Fudala Holdings LLC
Attn: Dariusz Fudala
18545 W. Creek Drive
Tinley Park, IL 60477
Telephone: 708-308-0947
Fax: 866-831-1378
Email: dariusz.fudala21@gmail.com

With a copy to:

Notice shall be effective upon receipt in the case of personal delivery by messenger, courier service, overnight delivery or by facsimile or email with delivery receipt confirming the email delivery (during regular business hours otherwise notice will be effective the following day). Notice by or to a party shall be effective if delivered by or to such party's attorney. Notice of change of address shall be given by written notice in the manner detailed in this Paragraph 17.

18. Miscellaneous.

- (a) Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party.
- (b) Time is of the Essence. Time is of the essence of this Agreement.
- (c) Headings. Paragraph headings shall not be used in construing this Agreement.
- (d) No Waiver. 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

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party whether or not the first party knows of such breach at the time it accepts such payment or performance. 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 so in default.

- (e) Sole Discretion. Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder may be given or withheld in the absolute discretion of such party.
- (f) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- (g) Amendment or Modification. 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.
- (h) Time Computation. 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.
- (i) Successors and Assigns. All of the terms and conditions of this Agreement are hereby made binding on the respective executors, heirs, devisees, administrators, personal representatives, successors and permitted assigns of both parties hereto.
- (j) Further Assurances. The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.
- (k) Effective Date. The effective date of this Agreement (the "Effective Date") shall be the latter of the respective dates set forth next to the signatures of Seller and Purchaser contained below.
- (l) 1031 Exchange. Purchaser acknowledges that Seller may decide to complete a tax deferred exchange under IRC Section 1031. Consequently,

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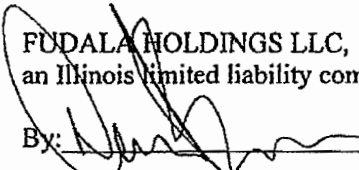
the Seller's rights under this Agreement may be assigned to a Qualified Intermediary selected by Seller for the purpose of completing the exchange. Purchaser agrees to cooperate with Seller and the Qualified Intermediary selected by Seller to complete the exchange.

- (m) Counterparts; Signatures. This Agreement and any documents executed in accordance herewith may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Facsimile, .pdf or electronic signatures will be deemed original signatures for purposes of this Agreement and any documents executed in connection herewith, except where original signatures are required by any third party or governmental authority (including, without limitation, where an original signature is required for recording a document in the public records).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth below.

PURCHASER:

FUDALA HOLDINGS LLC,
an Illinois limited liability company

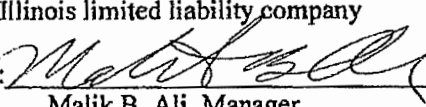
By: 

PRESIDENT

12/21/2015

SELLER:

ORLAND MEDICAL REALTY, LLC
an Illinois limited liability company

By: 

Malik B. Ali, Manager

EXHIBIT "A"
LEGAL DESCRIPTION

989208.1



Village of Orland Park ZONING PERMIT

Please read and answer all questions below. Entire form must be complete.
If applying for Zoning Permit ONLY—\$40.00 fee required at time of submittal.

Name of Applicant FUDALA HOLDINGS
Address 18545 W. CREEK DR
TINLEY PARK IL 60477
Telephone 708-308-0947
E-Mail Address DARIUSZ.FUDALA21@GMAIL.COM

Property Owner MALIK B. ALI
Address 16101 S. 108TH AVE
ORLAND PARK, ILL 60467
Telephone _____
E-Mail Address _____

Address to which the permit applies 16555 S. 108TH AV P.I.N. 27-20-402-019-0000
Name of Business _____ Existing Use of Building _____
Proposed Use of Building OFFICE (ENGINEERING & SALES) WAREHOUSE

Please Check One: ☐ New Construction ☒ Existing Building

Are any exterior changes proposed to the existing building, to the site or to the landscaping? ☐ Yes ☒ No
If yes, additional planning approvals may be required

Project Description: (describe in detail) _____

It is understood that any permit issued on this application will not grant any right or privilege to erect any structure or to use any premises described for any purpose or in any manner prohibited by the Land Development Code or by other ordinances, codes, or regulations of Village of Orland Park. It is further understood that unless a substantial project start is made within six (6) months, and unless substantial progress is made within one (1) year, and unless construction is completed within two (2) years from the date of issuance of this permit (unless this period should be extended upon such application being received from the applicant) this permit shall become null and void.

[Signature]
SIGNATURE OF APPLICANT

1/19/16
DATE

THIS SECTION—STAFF USE ONLY

Existing Zoning _____ Proposed Land Use _____ Legistar/Permit # _____

Proposed Use ☐ Permitted ☐ Not Permitted ☐ Permitted with additional approval

Notes _____

☐ Approved ☐ Denied Date _____ Name _____

THE NORTH 3 ACRES (EXCEPT THE WEST FIFTY (50) FEET) OF THE WEST 10 ACRES OF THE SOUTH 30 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE FOLLOWING DESCRIPTION WAS PREPARED BY THE SURVEYOR ALSO DESCRIBING THE LAND SURVEYED AND IS BASED ON MEASURED VALUES:

[illegible]

7 RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES

1. PUBLIC UTILITY EASEMENT IN FAVOR OF THE PUBLIC AND QUASI-PUBLIC UTILITIES, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE NECESSARY FOR THE PURPOSE OF ACCESS TO SAID EQUIPMENT, AS DISCLOSED ON THE SURVEY PREPARED BY GENESIS SURVEYING AND ENGINEERING, PC DATED OCTOBER 23, 2008 AND REVISED NOVEMBER 13, 2008 TO ADD VALUE LOCATIONS FOR UTILITIES, JOB NO. 08-200.

AFFECTING THE SOUTH 1/2 OF THE LAND.

[illegible]

NOTES: SAO INSTRUMENT CONTAINS NO PROVISION FOR A FORTUITURE OF OR REVERSION OF TITLE IN CASE OF DEATH OR DISABILITY.

SCHEDULE B EXCEPTIONS A, B, F, G, H, I, J, K, L, O, R, C, D, E, S AND T ARE NOT SURVEY RELATED AND THEREFORE NOT SHOWN.

NOT IN ATTACHED

[illegible]

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NOTICE: THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION AND EXISTING RECORDS OF RECORDS AS ENTERED IN TITLE COMMITMENT NUMBER 1870029665 ISSUED BY CHICAGO TITLE INSURANCE COMPANY HAVING AN EFFECTIVE DATE OF JANUARY 5, 2018.

2. RISE SITE FALLS WITHIN "DRINKER MANSION ZONE 3" (AREAS DETERMINED TO BE OUTSIDE THE 0.1% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FLOOD INSURANCE RATE MAP (FIRM) NUMBER 1701-04-0084, A MAP NUMBER 1701030684 HAVING A REWISED DATE OF AUGUST 10, 2008.

A COPY OF THE SURVEY PREPARED BY CODESS SURVIVING AND ENGINEERING WAS PROVIDED TO THE SURVEYOR. THE GENESIS SURVEYS UTILITY SERVICES TO THE BUILDING, BUT DOES NOT SHOWN AN EASEMENT FOR PROVISIONS AS INDICATED HEREON. THEREFORE, THE EASEMENT FOR THE CONDUIT IS REFERENCED HEREON, NOT APPLICABLE.

3. A COPY OF THE SURVEY PREPARED BY GENESS SURVEYING AND ENGINEERING WAS PROVIDED TO THE SURVEYOR. THE GENESS SURVEY DEFACTS UTILITY SERVICES TO THE BUILDING, BUT DOES NOT SPECIFY AN EASEMENT NOR PROVISIONS AS CONTAINED IN SCHEDULE B EXCEPTION "H" OF THE COMMITMENT REFERENCED HEREON. NOT PLOTTABLE.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(A), 8, 9 AND 10.

AND 11(A) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778

DATE OF PLAY OR MAP: FEBRUARY 2, 2016
ISSUED FOR REVIEW
02-17-16

BY: DANIEL W. WALTER
A PROFESSIONAL LAND SURVEYOR NO. 3585

LICENSE EXPIRES 11/30/18

creation of new and various study units. A

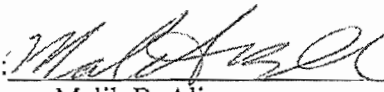
VACANCY AFFIDAVIT
FOR 16555 S. 108TH AVENUE, ORLAND PARK, ILLINOIS

The undersigned hereby certifies that:

- 1) The property at 16555 S. 108TH Avenue, Orland Park, Illinois (the "Property") is owned and controlled by Orland Medical Realty, LLC;
- 2) The Property has been completely and continuously vacant from the date of ownership through the date of this Affidavit;
- 3) That Orland Medical Realty, LLC has not leased any portion of the Property during its ownership despite continuously marketing the Property for sale or lease since the date of ownership and that the Property has been continuously vacant since the Property was acquired by Affiant.

Dated: February 24, 2016

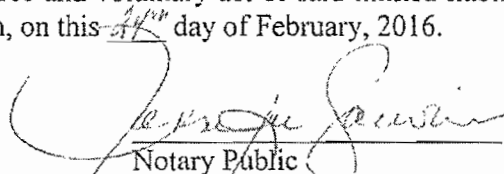
Orland Medical Realty, LLC,
An Illinois limited liability company

By: 
Malik B. Ali

Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for the aforesaid County and State, do hereby certify that Malik B. Ali, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as Manager of Orland Medical Realty, LLC, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and the free and voluntary act of said limited liability company, for the uses and purposes therein set forth, on this 24th day of February, 2016.


Notary Public

My commission expires:

9/16/17

