

CONTRACT FOR THE PURCHASE AND SALE OF PROPERTY

THIS CONTRACT FOR THE PURCHASE AND SALE OF PROPERTY (the "**Contract**") is made as of the Effective Date (as defined herein) between the Owners of Record, **8801 W. 143RD HOLDINGS LLC, an Illinois Limited Liability Company**, the "**Seller**", and the **VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation** (the "**Buyer**"). Seller and Buyer shall together be referred to as the "**Parties**" or individually as "**Party**."

A g r e e m e n t

1. **PURCHASE AND SALE.** Subject to the terms and conditions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase on the terms of this Agreement all of Seller's right, title and interest in the following described property:

- A. Part of that certain parcel of real estate commonly known as 8831 143rd Street in the County of Cook, Village of Orland Park, State of Illinois, which has permanent index number of 27-10-201-023-0000, consisting of approximately 5 acres and approximately depicted as Lot 1 in attached Exhibit A (the "**Real Estate**");
- B. All improvements, buildings, structures and attached fixtures (excluding any personal property and trade fixtures of Seller and/or any tenants of Seller) located on the Real Estate, including all rights, privileges, easements and appurtenances, if any, belonging to the Real estate (collectively the "**Improvements**") (the Real Estate and the Improvements sometimes together, the "**Real Property**");
- C. All furniture, machinery, apparatus, equipment and other personal property, if any, currently used in the operation, repair and maintenance of the Real Property, and situated on the Real Estate and owned by Seller, including those specific items, if any, listed on attached Exhibit C (the "**Personal Property**");
- D. All of Seller's rights and obligations in and to all those agreements which affect the use, operation and maintenance of the Real Property and listed on attached Exhibit D (collectively, the "**Collateral Agreements**") all of which shall be assumed by Buyer;
- E. All transferable and assignable warranties, representations, guaranties, contract rights and miscellaneous rights, if any, with respect to the Real Property and listed on attached Exhibit E (collectively, the "**Warranties**"); and

- F. The Real Property, the Personal Property and the Seller's interest, if any, in the Collateral Agreements and Warranties to be sold pursuant to this Contract are collectively referred to as the "**Property**".

2. **CONDITIONS OF SALE**. Seller agrees to the following conditions:

- A. As a condition precedent to the Closing in this matter, Buyer, at Buyer's cost and expense, shall have a Plat of Subdivision ("**Plat**") prepared by an Illinois Professional Land Surveyor ("Surveyor") which shall depict and legally describe that part of PIN 27-10-201-023-0000 being conveyed to Buyer. The total real estate contained in PIN number 27-10-201-023-0000 shall be subdivided into two lots, with the western portion, or Lot 2, to be retained by seller ("**Lot 2**"). The eastern portion, or Lot 1, shall be conveyed to the Buyer ("**Lot 1**").
- B. The Plat shall also provide for an easement for ingress and egress ("**Easement**") at the northern boundary line between Lot 1 and Lot 2.
- C. The drawing attached as Exhibit A is an approximate representation of the Real Estate to be purchased and the Easement area. The Plat shall accurately depict and describe Lot 1 and Lot 2. The Buyer shall present the Plat to the Seller no later than March 9, 2026.
- D. If Parties cannot agree to the exact boundary lines dividing the Property on the Plat by March 13, 2026, the Contract may be declared null and void by either Party upon delivery of written notice to that effect.
- E. The date upon which the Parties agree to proceed with the conveyance of the Real Property to Buyer as depicted the Plat shall be known as the "**Plat Acceptance Date**".
- F. Upon approval of the Plat, the legal description in Exhibit B shall be automatically revised to be that of the legal description in the Plat. At either party's request, any changes to the legal description shall be confirmed in writing signed by both parties.
- G. The Plat shall be recorded with the Cook County Recorder of Deeds immediately following the Closing. Buyer shall be responsible for paying for the recording of the Plat.

3. **PURCHASE PRICE**.

- A. Subject to the adjustments and prorations described in this Agreement, the total purchase price to be paid by Buyer to Seller for the Real Property shall be TWO MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,200,000.00) (the "**Purchase Price**") payable as follows:

i) At the time of Closing (as defined in this Agreement) Buyer shall pay to Seller the Purchase Price, plus or minus any prorations. The Purchase Price shall be payable at Closing in good funds by wire transfer or cashier's check.

B. The closing shall take place remotely through Chicago Title Insurance Company or First American Title, located at Chicago, Illinois (the "**Title Company**").

4. **TITLE INSURANCE.** No later than March 13, 2026, Seller, at their cost and expense, shall deliver to Buyer, a title commitment (the "**Title Commitment**") issued by the Title Company, in the amount of the Purchase Price showing title to the Property vested in Seller, and naming Buyer or Buyer's nominee as the proposed insured, providing extended coverage over the standard exceptions, together with legible copies of all underlying title documents and plats listed in the Title Commitment (the "**Underlying Title Documents**"), subject only to (i) the exclusions and conditions contained in the Title Commitment; (ii) the restrictions and reservations, if any, contained in the Deed; (iii) 2025 general real estate taxes not yet due and payable and subsequent years; (iv) utility and drainage easements and such other covenants, easements, restrictions and matters of record which do not interfere with Buyer's use of the Real Property and (v) acts done or suffered by or judgments against Buyer (collectively, the "**Permitted Exceptions**"). If the Title Commitment, Underlying Title Documents or the Survey (as defined herein) discloses exceptions to title, which are not acceptable to Buyer (the "**Unpermitted Exceptions**"), Buyer shall have until March 18, 2026 to object to the Unpermitted Exceptions. Buyer shall provide Seller with a title and survey objection letter (the "**Buyer's Objection Letter**") listing those matters, which Buyer is objecting to. Seller shall have until March 23, 2026 to have the Unpermitted Exceptions removed from Title Commitment or to correct such Unpermitted Exceptions relating to the Survey or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or in the alternative, to obtain a revised Title Commitment insuring the Unpermitted Exceptions or Survey Defects within the specified time, Buyer may terminate this Contract or may elect to take title as it then is. All Unpermitted Exceptions or Survey Defects, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Title Commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the Permitted Exceptions. If Buyer does not so elect, this Contract shall become null and void without further action of the parties. Seller also shall furnish Buyer an affidavit of title in customary form covering the date the Title Company does a last search of record on or before the Closing and showing title in Seller subject only to the Permitted Exceptions. The Seller shall pay the cost for any later date title commitment and pro forma title policy. The foregoing is a condition precedent of Buyer's obligation to close this transaction.

5. **SURVEY.** No later than March 27, 2026, Buyer, at their cost and expense, shall direct the Surveyor to create a current dated survey of the Real Property (the "**Survey**"), delivered to the Title Company, Seller's attorney, Buyer's attorney and such other parties as Buyer and Seller may designate. The Survey shall be certified by the Surveyor as being true, accurate and having been prepared in compliance with the 2021 Minimum Standard Detail Requirements for an ALTA Real Estate Survey. The Survey shall include the following Table A items: 1, 2, 3, 4, 5, 6, 7(a), 7(c), 8, 9, 10, 11(b), 13, and 16. In the event Seller does not cure any objectionable survey defects within fourteen (14) days from written notice of the objections as provided in Paragraph 11 or otherwise, Buyer has the right to terminate this Contract, and this Contract shall be null and void. The foregoing is a condition precedent to Buyer's obligation to close this transaction.

6. **DUE DILIGENCE MATERIALS.** As soon as reasonably possible, but not later than seven (7) days after the Effective Date hereof, Seller shall deliver the following items to Buyer:

- A. Any and all leases or occupancy agreements and amendments thereto affecting the Property or any portion of the Property;
- B. any financial records related to the Real Property reasonably requested by the Buyer;
- C. any and all records, documents (including writings, drawings, graphs, charts, photographs, photo records, and all other data from which information can be obtained, which relate or refer to the environmental matters and/or conditions associated either directly or indirectly with the Property, including but not limited to all written reports of a site assessment, all environmental audits, soil test reports, water test reports, all laboratory analysis and all documents, reports or writings relating or referring to any underground storage tanks or storage facility existing on or under the Property (collectively referred to as the "**Seller's Environmental Reports**");
- D. all further records reasonably requested by the Buyer within seven (7) days of the Buyer's receipt of documents referred to in subparagraphs A, B, and C above.

The foregoing is a condition precedent of Buyer's obligation to close this transaction.

7. **ACCESS TO PROPERTY.**

Seller shall permit Buyer, or its authorized or designated representatives or agents, to enter the Property up to five (5) separate occasions, upon two (2) business days' notice, for the purpose of performing the Buyer's Inspections or requiring further review or inspection, at Buyer's sole cost and expense, except as otherwise agreed to elsewhere in this Contract. Buyer shall conduct any such entry onto the Property so as not to disturb the use of the Property by any occupant of the Property and during reasonable business hours. Buyer shall fully indemnify Seller and hold Seller harmless from and against any loss or damage caused by any acts of Buyer or any person representing the Buyer that enters the Property for any reason.

8. **DUE DILIGENCE PERIOD.**

- A. Buyer shall have until March 22, 2026 (the "**Due Diligence Period**") within which to conduct its due diligence and to perform any and all investigations, structural and system inspections with regard to the physical condition of the Improvements, soil reports, engineering studies, surveys and other studies and tests on the Property which Buyer may reasonably deem necessary and at the Buyer's sole cost and expense.
 - i) Environmental Conditions. The Buyer shall be permitted reasonable access to the Property during the Due Diligence Period in order to determine for itself the environmental condition of the Property.

- ii) Physical Inspection. Buyer shall determine for itself the physical condition (other than environmental matters) of the Property including engineering, zoning and soils issues.
- B. Seller and Seller's agents shall cooperate with Buyer and Buyer's agents regarding all inspection-related requirements deemed necessary by Buyer.
- C. Buyer may declare this Contract to be null and void at any time and for any reason during the Due Diligence Period and shall have no further obligations to the Seller pursuant to this Contract or otherwise.

9. **ENVIRONMENTAL DUE DILIGENCE.** During the Due Diligence Period, the Buyer, and its designated employees and agents, shall have the right, at all reasonable times upon reasonable **notice** as set forth in 7. above, to enter upon the Property to inspect the Property and to conduct any tests, studies, appraisals, or inspections and install groundwater monitoring wells (collectively, the "**Inspections**") deemed necessary by Buyer, including but not limited to the right to conduct an environmental audit in form satisfactory to Buyer, and to take air, soil, water, and any other samples deemed necessary by Buyer from the Property. These Inspections may include but are not limited to drilling, digging or boring through the surface of the Property. Buyer in its sole discretion shall select the locations for the soil borings and groundwater monitoring wells. Buyer shall indemnify and hold Seller, its employees, agents, contractors and subcontractors harmless from any and all liabilities that may be incurred by damage or repair to utilities caused by the acts, omissions or misconduct of Buyer in connection with the Inspections. Seller authorizes and grants Buyer, its agents, employees, contractors and subcontractors access to and from the Property to perform the Inspections, including the drilling locations for the necessary equipment, tools and vehicles for any drilling test operations. All such Inspections shall be at Buyer's expense. Buyer's right to entry pursuant to this Section shall be for any purpose in connection with Buyer's proposed purchase of the Property or the development or operation of the Property, including, without limitation, the right to examine all records and plans of Seller relating to the Property and the right to make such inspections, investigations and tests as Buyer may, in its sole discretion, elect to make or obtain. Seller agrees to make all records and plans available, or cause them to be made available, to Buyer's attorneys, agents, accountants and other representatives at any time during business hours upon reasonable notice from Buyer and to cooperate with the Buyer in the Buyer's due diligence and review. The exercise by Buyer of any of the preceding or any other act of Buyer shall not negate any representation, warranty or covenant of Seller nor modify any of Buyer's rights or Seller's obligations in the event of any breach by Seller of any of Seller's representations, warranties or covenants under this Contract. Nothing contained in the immediately preceding sentence shall be deemed or construed in any way to shift to Buyer the burden of proof of Buyer's lack of knowledge or unawareness of any breach of default of Seller's representations, warranties or covenants.

10. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** The covenants, representations and warranties contained in this Paragraph shall be deemed remade as of the Closing Date and shall survive the Closing, and shall be deemed to have been relied upon by the Buyer in consummating this transaction, notwithstanding any investigation the Buyer may have made, or any information developed by or made available to the Buyer prior to the closing and consummation of this transaction. Seller covenants, represents and warrants to the Buyer as to the following matters, each of

which is so warranted to be true and correct as of the date of this Contract, and also to be true and correct as of the Closing Date:

- A. Title Matters. Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.
- B. Violations of Zoning and Other Laws. Seller has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code. The Property as conveyed to Buyer shall include all rights of the Seller to the use of any off-site facilities necessary to ensure compliance with all zoning, building, health, fire, water use or similar statutes, laws, regulations and orders and any instrument in the nature of a declaration running with the Property.
- C. Pending and Threatened Litigation. There are no pending or, to the best knowledge and belief of Seller, threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.
- D. Eminent Domain, etc. There is no pending or, to the best knowledge and belief of Seller, eminent domain, condemnation or other governmental taking of all or any portion of the Property.
- E. Access to Property Utilities. No fact or condition exists which would result in the termination or impairment of access to the Property from adjoining public or private streets or ways or which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services.
- F. Assessments. There are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not been previously assessed and, to the best knowledge and belief of Seller, there are no special or general assessments pending against or affecting the Property.
- G. Authority of Signatories; No Breach of Other Agreements; etc. The execution, delivery of and performance under this Contract is pursuant to authority validly and duly conferred upon Seller and this Agreements' signatories. The consummation of the contemplated transaction and the compliance by Seller with the terms of this Contract do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not, to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Property are subject or bound.

- H. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Property have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Property which will not be fully discharged or insured over as of the Closing Date.
- I. Governmental Obligations. To the best knowledge of Seller, there are no unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.
- J. Easements. Seller represents and warrants that the Property is adjacent to and has full and free access on all perimeter areas to and from public streets, such that no private easements or agreements are necessary to afford access to or from the Property.
- K. Section 1445 Withholding. Seller represents that they are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and are therefore, exempt from the withholding requirements of said Section. Seller will furnish Buyer at Closing with a Certificate of Non-foreign Status as set forth in said section.
- L. No Condominium. There has never been any documentation executed, recorded or transmitted and no other actions have been taken, by Seller or others, to establish all or any portion of the Property as a condominium or cooperative property under any applicable law or ordinance.

When used in this Paragraph, the expression "**to the best knowledge and belief of Seller**," or words to that effect, is deemed to mean that Seller, after reasonable examination, investigation and inquiry are not aware of any thing, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes.

11. **BUYER'S REPRESENTATIONS AND WARRANTIES**. Buyer hereby represents and warrants to Seller that Buyer has the requisite power and authority to enter into and fully carry out this Contract and the sale of the Property, including the execution of all instruments and documents delivered or to be delivered hereunder.

12. **RIGHT OF WAIVER**. Each and every condition of the closing other than the Buyer's duties at closing is intended for and is for the sole and exclusive benefit of Buyer. Accordingly, Buyer may at any time and from time to time waive each and any condition of closing, without waiver of any other condition or other prejudice of its contractual rights. Such waiver by Buyer shall, unless otherwise provided, be in a writing signed by Buyer and delivered to Seller.

13. **CLOSING AND OBLIGATIONS AT CLOSING**. The performance by Buyer and Seller of their respective obligations under this Contract, subject to any permitted termination of this Contract permitted by Buyer or Seller ("Closing"), shall take place through a deed and money escrow ("**Escrow**") no later than March 30, 2026, ("**Closing Date**") at the office of the Title Company with the exact time for closing to be designated by the Seller and approved by the Buyer. The Closing Date may be extended as is mutually agreed by the Parties. On the Closing Date, the obligations of Buyer and Seller shall be as follows:

- A. Buyer shall deliver or cause to be delivered to Escrow:
- i) the Purchase Price, plus or minus prorations to be wired transferred to Escrowee or some other place as directed by Seller; and
 - ii) executed counterpart originals of assignment and assumption of the Collateral Agreements, Warranties and/or Leases; and
 - iii) executed counterpart originals of a closing statement; and
 - iv) such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate this transaction.
- B. Seller shall deliver or cause to be delivered to Escrow:
- i) executed original Warranty Deed ("**Deed**"), conveying title to the Real Estate and the Improvements to Buyer, subject to the Permitted Exceptions; and
 - ii) executed original Bill of Sale, conveying to the Buyer all of Seller's right, title and interest, if any, to the Personal Property; and
 - iii) executed counterpart originals assignment and assumption agreements, in the attached forms, for the Collateral Agreements, Exhibit F; Warranties, Exhibit G; and Leases, Exhibit H, if any, and which are being assumed by Buyer and which Buyer has not specifically requested Seller to terminate during the Inspection Period, and which by their terms are assignable, conveying Seller's rights (to the extent assignable by Seller, and without recourse to Seller) in and to all Collateral Agreements. Buyer shall assume the obligation of performance under such Collateral Agreements; and
 - iv) executed counterpart originals of a closing statement; and
 - v) such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the contemplated transaction, including, without limitation, a Non-foreign Affidavit, ALTA statements and GAP Undertakings, if required, and such other documentation as is reasonably required by the Title Company to issue Buyer an owner's title policy in accordance with the Title Commitment in the amount of the Purchase Price insuring the fee simple title to the Real Property in the Buyer as of the Closing Date, subject only to the Permitted Exceptions.
 - vi) Possession of the Property shall be delivered to Buyer, free and clear of all parties in possession, immediately at Closing, subject to the Permitted Exceptions.
- C. The Parties shall jointly deposit fully executed State of Illinois Transfer Declarations, County Transfer Declarations, and the Seller shall obtain and deposit the Village of Orland Park Property Transfer Certificate.
- D. The obligation of Buyer to close the contemplated transaction is, at Buyer's option, subject to Seller timely performing each of the obligations to be performed

continuing service contracts affecting the Property, including water, sewer, electric, gas and utility bills, laundry service contracts, parking, garbage removal, maintenance agreements and Collateral Agreements shall be adjusted and apportioned as of the Closing and assumed by Buyer. Final readings and final billings for utilities shall be taken as of the date of Closing. Seller shall be entitled to a refund of all utility deposits made by Seller and Buyer shall be obligated to make its own deposits with utility companies requiring the same.

- iv) Accounts Payable. All accounts payable for the Property shall be prorated as of 12:01 a.m. on the date of Closing, including costs for employees accrued vacation pay, accrued sick leave and other benefits and fees for any licenses.
- v) Accounts Receivable. All accounts receivable for the Property shall be prorated as of the date of Closing, including inventory and receivables, such that Seller shall be entitled to receive those receivables and funds which are attributable to the time prior to 12:01 a.m. on the date of Closing.
- vi) Miscellaneous. All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of Closing Date and assumed by Buyer. If accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, utility bills), the parties shall prorate on the best available information, subject to adjustment within thirty (30) days of the receipt of the final bill or statement. Seller shall use its best efforts to have all utility meters read on the date of Closing to most accurately determine the proration of current utility bills.

B. Seller's Costs. Seller shall pay the following costs and expenses in connection with the Closing:

- i) The premium for an owner's title policy in the amount of the Purchase Price, together with the premium for extended coverage;
- ii) Cost of obtaining any required title curative documents, except for title matters created by or relating to the Buyer;
- iii) Recording fees for any title curative documents, except as noted above; and
- iv) One half (1/2) of the cost of the Deed and Money Escrow fee, New York Style Closing and Settlement Fee, if any.
- v) State and County Transfer Taxes on the Deed. There shall not be any local tax if the local ordinance as the Buyer is the municipality.

C. Buyer's Costs. Buyer shall pay the following costs and expenses in connection

with the Closing:

- i) Recording fees for the Deed;
- ii) There shall not be any local tax if the local ordinance as the Buyer is the municipality.
- iii) One half (1/2) of the cost of the Deed and Money Escrow fee, New York Style Closing and Settlement Fee, if any.

D. Other Costs. All other expenses incurred by Seller or Buyer with respect to the consummation of the transaction contemplated by this Contract, including but not limited to attorney's fees of Buyer and Seller, are to be borne and paid exclusively by the party incurring the same, without reimbursement except to the extent otherwise specifically provided in this Contract.

15. **DEFINED TERMS.** For the purpose of this Contract, the following defined terms shall mean:

- A. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, and any future amendments.
- B. "Damages" shall mean all actual and ascertainable damages.
- C. "Environmental Claim" shall mean any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent decree, penalty, fine, lien, proceeding or claim (whether administrative, judicial or private in nature) arising (a) pursuant to, or in connection with an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Material or actual or alleged Hazardous Material Activity, (c) from any abatement, removal, remedial, corrective or other response action in connection with a Hazardous Material, Environmental Law or other order of a Governmental Authority or (d) from any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment.
- D. "Environmental Law" shall mean any current or future Legal Requirement pertaining to (a) the protection of health, safety and the indoor or outdoor environment, (b) the conservation, management or use of natural resources and wildlife, (c) the protection or use of surface water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material or (e) pollution (including any Release to air, land, surface water and groundwater), and includes, without limitation, the Illinois Environmental Protection Act; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by

the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§1251 *et seq.*, Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 *et seq.*, Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 *et seq.*, Hazardous Materials Transportation Act, 49 U.S.C. App. §§1801 *et seq.*, Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§651 *et seq.*, Oil Pollution Act of 1990, 33 U.S.C. §§2701 *et seq.*, Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 *et seq.*, National Environmental Policy Act of 1969, 42 U.S.C. §§4321 *et seq.*, Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) *et seq.*, any similar, implementing or successor law, and any amendment, rule, regulation, order or directive issued thereunder.

- E. "*Environmental Record*" shall mean any document, correspondence, pleading, report, assessment, analytical result, Governmental Approval or other record concerning a Hazardous Material, compliance with an Environmental Law, an Environmental Claim or other environmental subject.
- F. "*Governmental Approval*" shall mean any permit, license, variance, certificate, consent, letter, clearance, closure, exemption, decision or action or approval of a Governmental Authority.
- G. "*Governmental Authority*" shall mean any international, foreign, federal, state, regional, county, local or person or body having governmental or quasi-governmental authority.
- H. "*Hazardous Material*" shall mean any substance, chemical, element, compound, chemical mixture, product, solid, gas, liquid, waste, byproduct, pollutant, waste, contaminant or material which is defined, determined or identified as hazardous or toxic under Environmental Laws or the Release of which is regulated under Environmental Laws, and includes, without limitation, (a) asbestos, polychlorinated biphenyls and petroleum (including crude oil or any fraction thereof) and (b) any such material classified or regulated as "hazardous" or "toxic" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§1251 *et seq.*, Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 *et seq.*, Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 *et seq.*, or Hazardous Materials Transportation Act, 49 U.S.C. App. §§1801 *et seq.*
- I. "*Hazardous Material Activity*" shall mean any activity, event or occurrence involving a Hazardous Material, including, without limitation, the manufacture,

possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation, handling of or corrective or response action to any Hazardous Material.

- J. "*Legal Requirement*" shall mean any treaty, convention, statute, law, regulation, ordinance, Governmental Approval, injunction, judgment, order, consent decree or other requirement of any Governmental Authority.
- K. "*Material Adverse Effect*" shall mean any changes or effects that individually or in the aggregate are or are reasonably likely to be materially adverse to (a) the assets, business, operations, income or condition (financial or otherwise) of the [Company/Lessee], (b) transactions contemplated by this Contract, or (c) the ability of the [Company/Lessee] to perform their respective obligations under this Contract or (d) the condition or fair market value of the Property.
- L. "*RCRA*" shall mean the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, and any future amendments.
- M. "*Release*" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks and other receptacles containing or previously containing any Hazardous Material.
- N. "Reasonable access" and/or "reasonable notice" shall mean two (2) business days' written notice for the purposes of this agreement.

16. **SELLER'S OBLIGATIONS.** From the Effective Date through the date that possession of the Property is transferred to the Buyer, Seller shall be obligated as follows:

- A. Seller will within ten (10) business days notify Buyer in writing of and provide any reasonably requested documents upon learning of any liability for response or corrective action, natural resource damage or other harm pursuant to CERCLA, RCRA or any comparable state law;
- B. Seller will within ten (10) business days notify Buyer in writing of and provide any reasonably requested documents upon learning of any Environmental Claim;
- C. Seller will within ten (10) business days notify Buyer in writing of and provide any reasonably requested documents upon learning of any violation of an Environmental Law or Release, threatened Release or disposal of a Hazardous Material;
- D. Seller will within ten (10) business days notify Buyer in writing of and provide any reasonably requested documents upon learning of any restriction on the ownership, occupancy, use or transferability arising pursuant to any (i) Release,

threatened Release or disposal of a Hazardous Substance or (ii) Environmental Law.

- E. Seller will within ten (10) business days notify Buyer in writing of and provide any reasonably requested documents upon learning of any environmental, natural resource, health or safety condition which could materially impair the condition of the Property or could have a Material Adverse Effect.
- F. Seller shall conduct expeditiously to the reasonable satisfaction of the Buyer and in accordance with any applicable Environmental Law any Response Action necessary to remove, remediate, clean up or abate any material release, threatened Release or disposal of a Hazardous Material and at Seller's expense to the extent such Response Action is attributable to events or conditions which arose between the time of the Effective Date and the Closing Date;
- G. Seller shall remove from the Property at Seller's expense any Hazardous Materials or equipment to manufacture, generate, transport, treat, store, release, dispose or handle any Hazardous Material;
- H. Seller shall not do or permit any act or thing which is in violation of any law or that may impair the value of the Property or that materially increases the dangers or poses an unreasonable risk of harm to third parties (on or off the Property) arising from activities on the Property, or that constitutes a public or private nuisance or waste to the Property;
- I. Seller shall not do or permit any act or thing, business or operation, that materially increases the dangers, or poses an unreasonable risk of harm, or impairs, or may impair, the value of the Property;
- J. Seller shall indemnify, defend, hold harmless and hereby waives any claim for contributions against the Buyer for any Damages to the extent they arise from events or conditions arising between the time of the Effective Date and the time that Seller surrenders possession of the Property and relate to (i) any Release, threatened Release or disposal of any Hazardous Material at the Property; (ii) the operation or violation of any Environmental Law at the Property; or, (iii) any Environmental Claim in connection with the Property; or, (iv) the breach of any covenant, representation or warranty by Seller in this Contract. These indemnifications and waivers shall be binding upon the heirs, successors and assigns of Seller and to the benefit of the Buyer, its trustees, officers, employees and agents, and their successors and assigns.
- K. Seller agrees to observe and comply with all rules, regulations and laws now in effect or which may be enacted while Seller is in possession of the Property by any municipal, county, state or federal authorities having jurisdiction over the Property, and to indemnify the Buyer for any damage caused or costs incurred by violation thereof by Seller or by any person or entity present on the Property under Seller during the period of Seller's possession of the Property.

The obligations and rights stated in this Paragraph 16 shall survive the Closing.

17. **DEFAULT AND CONDITIONS PRECEDENT TO CLOSING.** In all events, the obligations of Buyer to make the payments and to close this transaction are contingent upon; (i) title to the Property being shown to be good and marketable as required by this Contract; (ii) the conditions precedent to Closing provided for in this Contract being satisfied or, for any non-fulfilled condition(s), a waiver by Buyer in writing, (iii) the representations and warranties of Seller contained in Paragraph 10 and elsewhere in this Contract being true and accurate or waived by Buyer in writing as of the Closing Date; and (iv) Seller having performed all of its covenants and otherwise having performed all of its obligations and fulfilled all of the conditions required of it in order to Close. If before the Closing Date, Buyer becomes aware of a breach of any of Seller's representations and warranties or of Seller failing to perform all of its covenants or otherwise failing to perform all of its obligations and fulfill all of the conditions required of Seller in order to Close, Buyer may advise Seller of the default in writing and Seller shall have three (3) business days to cure the default; if Seller is unable to cure, then Buyer may elect to terminate this Contract by sending written notice no later than two (2) business days thereafter, provided that Buyer is not in default or may elect to proceed to close this transaction notwithstanding such breach or nonperformance. In all events, Buyer's rights and remedies under this Contract shall always be non-exclusive and cumulative and the exercise of one remedy shall not be exclusive of or constitute the waiver of any other, including all rights and remedies available to it at law or in equity. Notwithstanding the foregoing, the parties agree that no default of or by either Party shall be deemed to have occurred unless and until notice of any failure by the non-defaulting Party has been sent to the defaulting Party and the defaulting Party has been given a period of three (3) business days from receipt of the notice to cure the default.

18. **DESTRUCTION OR DAMAGE.**

- A. In the event that prior to the Closing Date all or any material portion of the Improvements shall be destroyed or damaged by fire or other casualty ("Casualty"), Seller shall give Buyer notice of such occurrence and notice of Seller's election either to (i) terminate this Contract, in which event, all obligations of the parties hereunder shall cease and this Contract shall have no further force or effect, or (ii) within such reasonable period of time following the date of such Casualty as circumstances permit, restore and repair the Improvements to a condition substantially comparable to that which existed prior to the date of the Casualty, in which event the Closing Date shall be postponed until such repairs are completed by Seller.
- B. Notwithstanding the foregoing, if Seller elects to terminate this Contract, Buyer shall have the option, which must be exercised within fifteen (15) days of receipt of Seller's notice of termination, to nullify Seller's notice of termination by giving notice to Seller of Buyer's intention to accept the Property in its "as is" and "where is" condition irrespective of such Casualty, in which event the parties shall proceed to close this transaction in accordance with the terms hereof with no reduction in the Purchase Price. If Buyer fails to exercise said option within such fifteen (15) day period, this Contract shall be deemed terminated, all rights and obligations of the parties hereunder shall cease. Notwithstanding the foregoing, in the event a

non-material portion of the Improvements, or a portion of the Improvements which Buyer planned to demolish for purposes of its intended development, is damaged or destroyed by fire or other casualty, Buyer shall accept the Property in its "as is" and "where is" condition irrespective of such Casualty and the parties shall proceed to close this transaction in accordance with the terms hereof with no reduction in the Purchase Price.

19. **CONDEMNATION.** In the event of any taking by the exercise of the power of eminent domain of a substantial portion of the Property prior to the Closing Date (such portion as would materially impair or adversely affect the intended use of the Property will be deemed substantial), Buyer shall have the right to terminate this Contract by giving written notice to Seller within thirty (30) days after receipt by Buyer of written notification of any such condemnation. If Buyer elects to terminate this Contract, all awards and compensation arising out of said condemnation shall be the property of Seller. If Buyer fails to give Seller notice of termination within said thirty (30) day period, said right to terminate shall be deemed waived and Buyer shall be credited with or assigned all of Seller's right, title and interest to all awards and compensation arising out of said condemnation, and Buyer shall remain obligated to purchase the Property with no reduction in the Purchase Price. In the event of any taking of an insubstantial portion of the Property prior to the Closing Date (such portion as would not impair or otherwise affect the intended use of the Property will be deemed insubstantial), Seller shall assign to Buyer all of Seller's right, title and interest to all awards and compensation for such taking and Buyer shall remain obligated to purchase the Property with no reduction in the Purchase Price.

20. **NOTICES.** Any and all notices, demands, consents and approvals required under this Contract shall be sent via email to the attorneys at the email addresses listed below. All notices may also be sent in the following manner and deemed received as follows: A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, or C) by facsimile transmission on the day of transmission, with the original notice together with the confirmation of transmission mailed by certified or registered mail, postage prepaid, return receipt requested, if addressed to the parties as follows:

Seller: 8801 W. 143rd Holdings LLC
C/O RGK Law Group PC
10024 Skokie Boulevard, Suite 221
Skokie, Illinois 60077

Copy to: RGK Law Group PC
10024 Skokie Boulevard, Suite 221
Skokie, Illinois 60077
Attn: Ryan Krueger
Phone: 312.498.4586
Fax: 312.242.3042
Email: ryan@rgklg.com

Buyer: Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462

Attn: George Koczwara, Village Manager

Copy to: Klein, Thorpe and Jenkins, Ltd.
120 S. LaSalle Street, Suite 1710
Chicago, Illinois 60603
Attn: Everette M. Hill
Phone: 828.708.1733
Fax: 312.984.6444
E-mail: emhill@ktjlaw.com

21. **ASSIGNMENT.** Buyer shall not have the right to assign or transfer Buyer's interest in this Contract without the prior written consent of Seller. Such assignee must assume Buyer's obligations under this Agreement.

22. **BROKERAGE.** Each party hereby represents and warrants to the other that no commission or other amount is payable to any other person or entity for brokerage or similar services performed hereunder, and each party agrees to indemnify, protect, defend and hold harmless the other party for any commission or amount owed to or claimed by any person or entity claiming through such indemnifying party other than the Broker.

23. **MISCELLANEOUS PROVISIONS**

- A. **Other Acts.** Buyer and Seller each hereby agree to perform such other acts, and to execute, acknowledge, and/or deliver such other instruments, documents and materials, as may be reasonably necessary to effect consummation of the contemplated transaction.
- B. **Time is of the Essence.** Buyer and Seller mutually agree that time is of the essence throughout the term of this Contract and every provision in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day.
- C. **Paragraph Headings.** The paragraph headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of its various and several paragraphs.
- D. **Interpretation.** Whenever used in this Contract, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. Additionally, if the Seller is a Trust, Seller shall also mean the Beneficiary or Beneficiaries of the Trust.
- E. **Applicable Law and Parties Bound.** This Contract provides for the purchase and sale of Property located in the State of Illinois and is to be performed within the State of Illinois. Accordingly, this Contract and all questions of interpretation,

construction and enforcement shall be governed by the applicable statutory and common law of the State of Illinois. The Parties agree that for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois, and the Parties consent to the in personam jurisdiction of said Court for any such action or proceedings.

- F. Attorneys' Fees. In the event either party elects to file any action to enforce the terms of this Contract, or for a declaration of contractual rights, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees from the losing party.
- G. Completeness and Modifications. This Contract and the attached Exhibits and Rider (the Exhibits and Rider being expressly made a part of the Contract) embody the entire Contract between the Parties with respect to the Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of the Contract, of any kind whatsoever, shall be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Buyer.
- H. No Merger. This Contract's terms, provisions, warranties and covenants shall survive the closing and delivery of the deeds and other instruments of conveyance, and this Contract shall not be merged in the Closing, but shall remain binding upon and for the Parties until fully observed, kept or performed.
- I. Recording. Buyer may not record this Contract or any memorandum or short form against the Property.
- J. Counterparts. This Contract may be executed in counterparts, all of which counterparts taken together shall be deemed to be but one original.
- K. Trustee Exculpation. Intentionally deleted as the Seller is not a trust.
- L. Execution of Behalf of Trust. Intentionally deleted as the Seller is not a trust.
- M. Severability. If any of the provisions of this Contract, or its application to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Contract shall not be affected, and every other provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- N. Uniform Vendor and Buyer Risk Act. The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall be applicable to this Contract.

- O. Buyer a Governmental Entity. The parties acknowledge that as Buyer is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35ILCS 200/31-45(b). However, Seller shall still 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 Cook County. The Seller further acknowledges that because the Buyer is a municipal entity, this Contract is subject to the approval of and is not enforceable until approved at an open meeting by the Board of Trustees of Buyer. The Seller will be notified with such approval, in writing, within ten (10) days of the effective date. If such notice of approval is not so received, this Contract shall be null and void.
- P. Tenant Estoppel Certificates. If Buyer is taking subject to any tenants under valid written leases, Seller shall obtain a Tenant Estoppel Certificates in the form attached to the Rider as Exhibit 2 from each of the tenants and deliver the original to Buyer no later than five (5) days prior to the Closing Date for Buyer's review and approval.
- Q. Effective Date. This Contract shall be deemed dated and become effective on the date that the Buyer's President and Clerk sign this Contract, which date shall be the date referenced next to their signature.
- R. No Lease Extensions or New Leases. Seller agrees that from the Effective Date through closing, it shall not extend any current lease or enter into any new leases for any portion of the Property.
- S. Real Estate Settlement Procedures Act Disclosures. Buyer and Seller agree to make all disclosures and do all things necessary to comply with applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either Party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach on the part of that Party.
- T. Binding Effect and Assignment. This Contract is not assignable by the Buyer in the Buyer's discretion.
- U. Disclosure of Interests. In accordance with Illinois law (50 ILCS 105/3.1) prior to execution of this Contract by the Buyer, the Seller, corporate official or managing agent, must submit a sworn affidavit to the Buyer disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every shareholder entitled to receive more than 7-1/2% of the total distributable income of any corporation having any real interest, real or personal, in the Property. The sworn affidavit shall be substantially similar to the one described in Exhibit I.

24. **Schedule of Exhibits.**

- Exhibit A Approximate Depiction of Subdivided Property and Easement
- Exhibit B Legal Description of Property
- Exhibit C List of Personal Property

- Exhibit D List of Collateral Agreements
- Exhibit E List of Warranties
- Exhibit F Form of Collateral Agreement Assignment
- Exhibit G Form of Assignment of Warranties
- Exhibit H Form of Assignment of Lease
- Exhibit I Disclosure Affidavit
- Rider with Exhibit 1, 2 and 3

IN WITNESS WHEREOF, this Contract has been executed by the parties here to as of the date first above written.

SELLER: Signed by:
Marcin Kawa

E1FDF6609C3645F...
8801 W. 143rd HOLDINGS, LLC
an Illinois limited liability company
 by Marcin Kawa, as Manager and Authorized Signer

DATE EXECUTED BY SELLER: ____ 3/17/2026

BUYER:

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By: _____
 Name: _____
 Title: _____

ATTEST:
 By: _____
 Name: _____
 Title: _____

[INSERT VILLAGE SEAL ABOVE]

DATE EXECUTED BY BUYER: _____

EXHIBIT A APPROXIMATE DEPICTION OF SUBDIVIDED PROPERTY AND EASEMENT

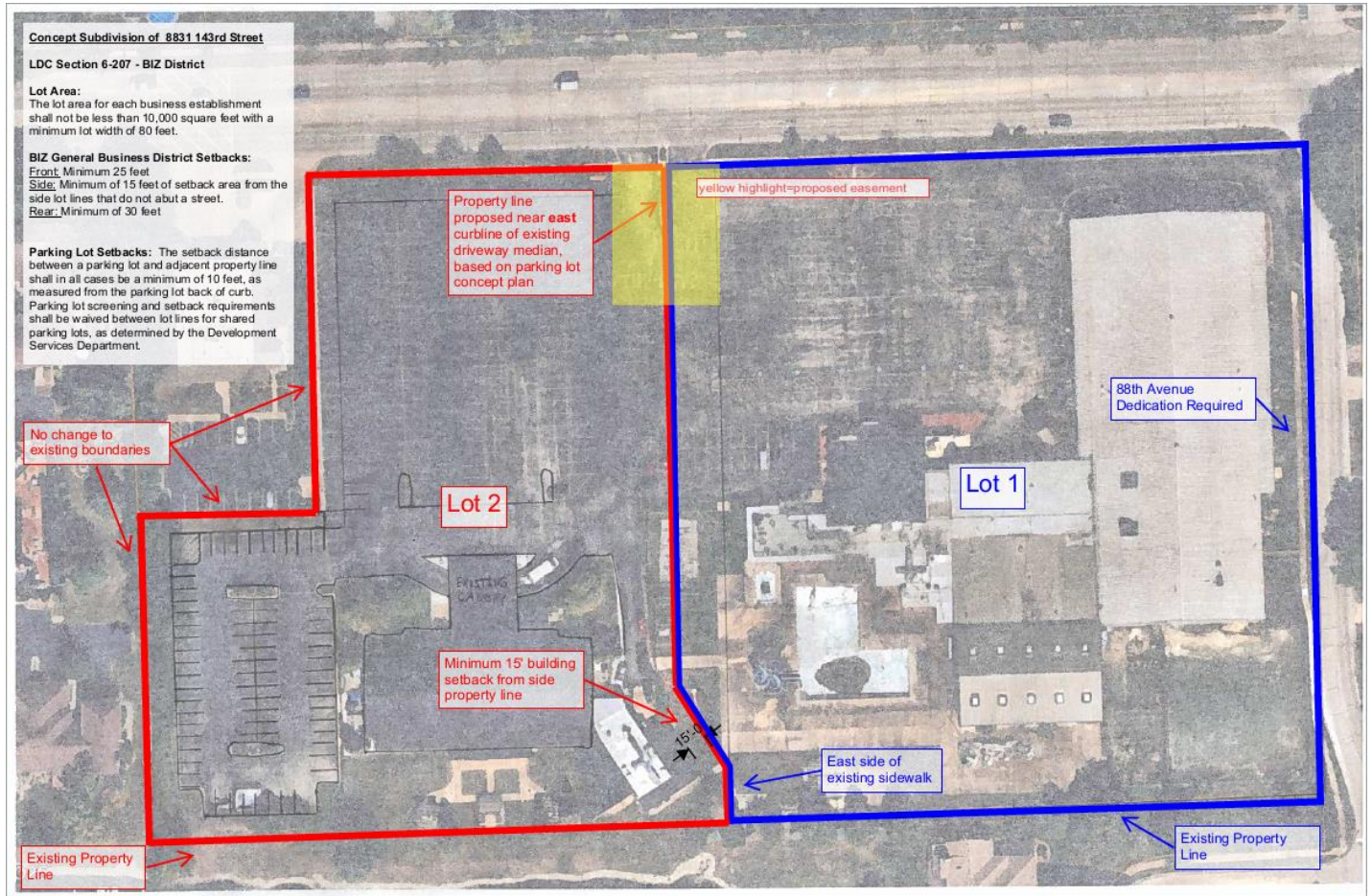


EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

[LEGAL DESCRIPTION TO BE ADDED FOLLOWING APPROVAL OF PLAT OF SUBDIVISION]

ADDRESS: 8831 143rd Street, Orland Park, IL 60462

PART OF PIN: 27-10-201-023-0000

EXHIBIT C
(List of Personal Property)

The following personal property marked with an "x" will be conveyed to the Purchaser:

	Refrigerator;		Window Air Conditioner(s);
	Oven/Range/Stove;		All Planted Vegetation;
	Microwave;		Existing Storm & Screens;
	Dishwasher;		Security System(s) (owned);
	Garbage Disposal;		Intercom System;
	Trash Compactor;		Center Vac & Equipment;
	Satellite Dish and System;		Electronic Garage Door Opener(s) with _____ transmitters;
	All Tacked Down Carpeting;		Central Air Conditioning;
	All Window Treatments & Hardware;		Electronic or Media Air Filter;
	Built-in or Attached Shelving;		Central Humidifier;
	Smoke Detector(s);		Sump Pump(s);
	Ceiling Fan(s);		Water Softener (owned);
	TV Antenna System;		Light Fixtures, as they exist;

Including the following items:

Excluding the following: All tenant fixtures, specifically the following: _____

EXHIBIT D
(List of Collateral Agreements)

(TO BE ATTACHED BY SELLER UPON SELLER'S EXECUTION)

IF THERE ARE NONE – INSERT "NONE"

VENDOR NAME	FOR WHAT	SERVICE PERIOD	ASSUMABLE	NO FEE

EXHIBIT E
(List of Warranties)

(TO BE ATTACHED BY SELLER UPON SELLER'S EXECUTION)

IF THERE ARE NONE – INSERT "NONE"

VENDOR NAME	FOR WHAT	WARRANTY PERIOD	ASSUMABLE	NO FEE

EXHIBIT F

Form of Collateral Agreement Assignment

**This Instrument
Prepared By and After
Recording Return To:**

ASSIGNMENT AND ASSUMPTION OF COLLATERAL AGREEMENT

_____ ("Assignor"), hereby assigns and transfers to the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation ("Assignee"), all of Assignor's right, title and interest as in that certain agreement dated _____ between _____ and _____, a copy of which is attached hereto, and Assignee hereby accepts such assignment and transfer and agrees to assume and to perform and discharge all obligations and liabilities of Assignor under the Agreement which arise after the date hereof and relate to the period after the date hereof. This instrument may be executed in any one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute but one and the same instrument.

[remainder of this page intentionally left blank; signature blocks contained on following pages]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Collateral Agreement to be executed as of the ____ day of _____, 2026.

ASSIGNOR:

By: _____
Name: _____
Its: _____

ASSIGNEE:

VILLAGE OF ORLAND PARK,
a municipal corporation

By: _____
Name: _____
Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, who acknowledged that he did execute the foregoing instrument on behalf of _____, a(n) _____, and that the same was his/her free act and deed individually and in his/her capacity indicated above, and the free act and deed of the _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at this _____ day of _____, 2026.

Notary Public
Name: _____
My Commission Expires: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, who acknowledged that he did execute the foregoing instrument on behalf of _____, a(n) _____, and that the same was his/her free act and deed individually and in his/her capacity indicated above, and the free act and deed of the _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at this _____ day of _____, 2026.

Notary Public
Name: _____
My Commission Expires: _____

EXHIBIT G

FORM OF ASSIGNMENT OF WARRANTIES

**This Instrument
Prepared By and After
Recording Return To:**

ASSIGNMENT AND ASSUMPTION OF WARRANTY AGREEMENT

_____ ("Assignor"), hereby assigns and transfers to the VILLAGE OF ORLAND PARK a(n) Illinois municipal corporation ("Assignee"), all of Assignor's right, title and interest in that certain Warranty Agreement dated _____ between _____ and _____, a copy of which is attached hereto, and Assignee hereby accepts such assignment and transfer and agrees to assume and to perform and discharge all obligations and liabilities of Assignor under the Warranty Agreement which arise after the date hereof and relate to the period after the date hereof. This instrument may be executed in any one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute but one and the same instrument.

[remainder of this page intentionally left blank; signature blocks contained on following pages]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Warranty Agreement to be executed as of the ____ day of _____, 2026.

ASSIGNOR:

By: _____
Name: _____
Its: _____

ASSIGNEE:

VILLAGE OF ORLAND PARK,
a municipal corporation

By: _____
Name: _____
Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, who acknowledged that he did execute the foregoing instrument on behalf of _____, a(n) _____, and that the same was his/her free act and deed individually and in his/her capacity indicated above, and the free act and deed of the _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at this _____ day of _____, 2026.

Notary Public
Name: _____
My Commission Expires: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, who acknowledged that he did execute the foregoing instrument on behalf of _____, a(n) _____, and that the same was his/her free act and deed individually and in his/her capacity indicated above, and the free act and deed of the _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at this _____ day of _____, 2026.

Notary Public
Name: _____
My Commission Expires: _____

EXHIBIT H

Form of Lease Assignment

**This Instrument
Prepared By and After
Recording Return To:**

ASSIGNMENT AND ASSUMPTION OF LEASE

_____ ("Assignor"), hereby assigns and transfers to the VILLAGE OF ORLAND PARK, an Illinois municipal corporation ("Assignee"), all of Assignor's right, title and interest as lessor in that certain lease dated _____ between _____, and _____, and Assignee hereby accepts such assignment and transfer and agrees to assume and to perform and discharge all obligations and liabilities of Assignor under the Lease which arise after the date hereof and relate to the period after the date hereof. This instrument may be executed in any one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute but one and the same instrument.

[remainder of this page intentionally left blank; signature blocks contained on following pages]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Lease to be executed as of the ____ day of _____, 2026.

ASSIGNOR:

By: _____
Name: _____
Its: _____

ASSIGNEE:

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By: _____
Name: _____
Its: _____

EXHIBIT I

**ALL SELLERS MUST SIGN AN AFFIDAVIT THAT IS
SUBSTANTIALLY SIMILAR TO THE ONE BELOW**

State of Illinois)
)
County of) ss.

DISCLOSURE AFFIDAVIT

I, _____, (hereinafter referred to as "**Affiant**") reside at _____, in _____ County, State of _____, being first duly sworn and having personal knowledge of the matters contained in this Affidavit, swear to the following:

1. That, I am over the age of eighteen and the (choose one)
 - owner or
 - authorized trustee or
 - corporate official or
 - managing agent or
 - _____ of the Real Estate (as defined herein).

2. That, the Real Estate (as defined herein) being sold to the Purchaser is commonly known as _____ and is located in the County of _____, Village/City of _____, State of Illinois (herein referred to as the "**Real Estate**"). The Real Estate has an Assessor's Permanent Index Number of _____.

3. That, I understand that pursuant to 50 ILCS 105/3.1, prior to execution of a real estate purchase agreement between the record fee owner of the Real Estate and Purchaser, Illinois State Law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Purchaser disclosing the identity of every owner and beneficiary having *any* interest, real or personal, in the Real Estate, and every shareholder entitled to receive more than 7 1/2% of the total distributable income of any corporation having any interest, real or personal, in the Real Estate.

4. As the
 - owner or
 - authorized trustee or
 - corporate official or
 - managing agent or
 - _____ of the Real Estate, I declare under oath that (choose one):
 - The owners or beneficiaries of the trust are: _____ or _____

The shareholders with more than 7 1/2% interest are: _____
_____ or

The corporation is publicly traded and there is no readily known individual having greater than a 7 1/2% interest in the corporation.

This Disclosure Affidavit is made to induce the Purchaser to accept title to the Real Estate in accordance with 50 ILCS 105/3.1.

AFFIANT

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 202__.

NOTARY PUBLIC

**RIDER TO
CONTRACT FOR THE PURCHASE AND SALE OF PROPERTY**

R-24. Assignable Leases. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller all of Seller's right, title and interest in and to all valid tenant leases which are assignable, including all security deposits and prepaid rental, and listed on Exhibit 1 attached hereto and made a part hereof (the "**Leases**");

R-25. Inspection of Leases. Seller shall provide Buyer with copies of the Leases, within fifteen (15) days after the Effective Date for Buyer's inspection. Buyer shall advise Seller, in the Inspection Notice of any Leases that Buyer does not wish to assume at Closing. In no event shall Buyer incur any costs or fees for any Leases, which Buyer elects to assume at Closing. As to any Leases that Buyer does not wish to assume, Seller shall deliver to Buyer on or prior to the Closing Date evidence that such Lease has been properly terminated at no cost to the Buyer.

R-26. Tenant Estoppel and Notice of Sale. If Buyer is assuming any tenant Leases, Seller shall obtain a Tenant Estoppel, in the form as Exhibit 2 attached hereto and made a part hereof, from each of the tenants whose lease is being assigned to Buyer and deliver a copy of the original Tenant Estoppel to Buyer five (5) days prior to the Closing Date for Buyer's review and approval. Additionally, Seller shall provide to Buyer a copy of a current rent roll, listing the current rental, security deposit, additional rent, etc. for all the Leases which will be assigned to the Buyer. Seller shall also provide a letter to each tenant whose Lease is being assigned, advising the building has been sold and that their Lease has been assigned, in the form as Exhibit 3 attached hereto and made a part hereof.

R-27. Rent. If any Leases are being assigned and assumed by the Buyer, all rentals from the Property collected by Seller up to the Closing Date which are allocable to the period after Closing, shall be credited by Seller to Buyer at Closing. All or any portion of any uncollected rental, additional rental or delinquent rental payable to Seller up to the date of Closing shall be prorated and paid to Seller by Buyer as collected by Buyer. All or any portion of any uncollected rental, additional rental or delinquent rental payable to Seller and received by Seller after the Closing shall be prorated and paid to the Buyer.

R-28. Seller's Obligations. Seller shall deposit with the Escrowee at Closing:

- A. fully executed counterpart originals of the Assignment and Assumption of Leases which are being assumed by Buyer and which Buyer has not specifically requested Seller to terminate during the Inspection Period, and which by their terms are assignable, conveying Seller's rights in and to all Leases; and
- B. fully executed tenant estoppels and notice to tenants of sale and future rental payments; including the original fully executed Leases certified by the Seller to be true and correct as of the Closing Date.

R-29 Buyer's Obligations. Buyer shall deposit with the Escrowee at Closing:

- A. fully executed counterpart originals of the Assignment and Assumption of Leases which are being assumed by Buyer and which Buyer has not specifically requested Seller to terminate during the Inspection Period, and which by their terms are assignable, conveying Seller rights in and to all Leases.

EXHIBIT 2
ESTOPPEL CERTIFICATE

_____, 2026

To: VILLAGE OF ORLAND PARK

The undersigned, _____,
as "Tenant" under a written lease dated _____ ("Lease"), made by Tenant and _____
_____ as "Landlord", for the leasing of certain space
(the "Leased Premises") in the building located at _____
_____, Illinois (the "Property"), hereby certifies to the Village of Orland Park, that as of
the date referenced above:

1. the Lease is in full force and effect and has not been amended or modified, except as follows: _____
_____.
2. the term of the Lease commenced on _____ and ends on _____
_____.
3. the Lease contains [no][an] option to renew the Lease as follows: _____
_____.
4. the Tenant has paid rent through the month of _____, in the amount
of \$ _____.
5. the Tenant has paid its share of any and all pass through items in the amount of \$ _____
_____ which covers _____
_____.
6. the Tenant has paid Landlord the sum of \$ _____, as a security deposit in
accordance with the terms of the Lease.
7. the Tenant does not have a Right of First Refusal or Option to Purchase the Property.
8. the only occupant of the Premises is the Tenant.
9. the Tenant is not aware of any defaults of Landlord under the terms of the Lease, except as
follows: _____

_____.

10. the Tenant is not currently in default under the terms of the Lease, except as follows: _____

_____.

Tenant acknowledges that by signing this Certificate of Estoppel, the Tenant claims no defense or offsets against the Landlord or any successor Landlord, unless as otherwise provided herein.

Tenant has executed this Certificate of Estoppel as of the above date.

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____ is personally known to me be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 200__.

Notary Public

My Commission Expires:

EXHIBIT 3

(LETTERHEAD OF SELLER)

LETTER TO TENANTS

_____, 20__

[Name]

[Street Address]

[City, State, Zip Code]

[Attention]

Re: Property Address
City, State

Dear Tenant:

Please be advised that the premises of which you are a tenant at the above-referenced property, and the landlord's interest in your lease for such premises, were purchased as of the date hereof by the VILLAGE OF ORLAND PARK (the "**New Owner**"). In addition, any security deposit under your lease has been transferred to the New Owner, and the New Owner has assumed liability for such security deposit. From and after the above date, all rent and other payments due under your lease and any notices required to be sent pursuant to your lease and any inquiries or concerns should also be directed to:

VILLAGE OF ORLAND PARK
14700 S. Ravinia Avenue,
Orland Park, IL 60462
Attn: George Koczwara, Village Manager
P: 708.403.6151
Email: gkoczwara@orlandpark.org

Very truly yours,