

**RIDER TO REAL ESTATE SALE CONTRACT**  
**9645 W. 143<sup>RD</sup> STREET, ORLAND PARK**

**11. CONDITIONS PRECEDENT TO CLOSING.**

11.1 Purchaser's obligation to consummate this Contract and the closing is subject to satisfaction of all of the conditions set forth in this Paragraph 11. Purchaser may waive any or all of such conditions in whole or in part, but any such waiver shall be effective only if made in writing.

11.2 Purchaser shall have thirty (30) days from the contract date (the "Review Period") to pursue its examination of real estate including, but not limited to, conducting feasibility studies such as environmental, soil reports and studies (collectively, the "Feasibility Studies"). Seller shall cooperate with Purchaser in these matters where reasonably required. Seller will allow Purchaser access to the real estate during the Review Period to perform customary inspections and "due diligence" concerning the real estate, including review of the materials identified below. During the Review Period, upon reasonable notice to Seller, Purchaser shall have reasonable access to the real estate and shall be entitled to make such inspections, tests, copies and verifications as it shall deem reasonably necessary. Purchaser shall fully indemnify Seller from all loss, liability, cost and expense arising in connection with any inspection or test of the real estate performed by or for Purchaser and any mechanics' liens which may be claimed on account thereof.

In order to facilitate Purchaser's inspections, Seller will provide the following to Purchaser within seven (7) business days after the contract date, to the extent such information and materials are in Seller's possession or control or readily available to Seller: all studies and reports in the possession of Seller relating to the physical condition of the real estate, including (without limitation) any studies or reports pertaining to the environmental condition of the real estate (the "Review Materials").

11.3 If Purchaser determines, in Purchaser's sole judgment, that the results of the Feasibility Studies are unsatisfactory, or Purchaser determines the real estate is not suitable for any reason in its sole discretion, Purchaser may, at its option, terminate this Contract by written notice to Seller prior to the end of the Review Period, whereupon this Contract shall become null and void and of no further force or effect and the parties hereto shall have no further obligations to one another.

11.4 Purchaser agrees to indemnify Seller from and against any and all expense, cost or liability, including attorney's fees, arising from any Feasibility Studies, tests and/or inspections of the real estate conducted by Purchaser or Purchaser's agents.

**12. SELLER'S REPRESENTATIONS AND WARRANTIES**

12.1 Seller represents and warrants to Purchaser that as of the date of this Contract and as of the closing date:

A. Existence and Authority. Seller has the necessary authority, power and capacity to execute all necessary directions to convey the real estate and to enter into this Contract and the

documents and transactions contemplated herein and to carry out the obligations of this Contract and the documents and transactions contemplated herein. Seller has good right, full power and absolute authority to direct the sale, assignment and transfer the real estate to Purchaser in the manner contemplated herein. Seller has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of, this Contract and the sale and transfer of the real estate by Seller to Purchaser. This Contract is a legal, valid and binding obligation of the Seller, enforceable against it in accordance with its terms subject to: (i) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and (ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

**B. Contracts.** Seller has not entered into any material management, maintenance, service, supply, insurance or other contracts that affect any portion of any property comprising the real estate or its operation and that will be binding upon Purchaser after the closing.

**C. Due Diligence Items.** To the current actual knowledge of Seller, after due inquiry, the information set forth in the Review Materials provided by Seller is accurate and complete in all material respects (as of the respective dates thereof).

**D. Notices of Violations.** Except as disclosed to Purchaser in writing prior to the expiration of the Review Period, as part of the Review Materials or otherwise, Seller has not received written notice from any governmental authority of any violations of law (including any Environmental Laws, defined below) at or affecting the real estate that have not been cured prior to the contract date.

**E. Litigation.** Neither the Seller nor the real estate is a party in any pending litigation, legal proceeding or investigation which would either materially and adversely affect Seller's performance under this Contract or have a material adverse effect on the real estate after the closing, and to current actual knowledge of Seller no such litigation, legal proceeding or investigation has been threatened against Seller or the real estate.

**F. Environmental Matters.**

(i) From the date hereof to the date the Purchaser obtains possession of the real estate as defined in this Contract, the Seller agrees (i) to operate, maintain and manage the real estate (including the groundwater thereunder) in the ordinary course of business; (ii) that the real estate (including the groundwater thereunder) will comply in all respects, and will remain in compliance, with all applicable federal, state, regional, county and local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment, and all Environmental Laws (as defined below); and (iii) to maintain existing insurance on the real estate.

(ii) Seller has no knowledge of: (i) the presence of any Hazardous Materials (as defined below) on, under or in the real estate (including the groundwater thereunder); (ii) any Release (which means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the indoor or outdoor environment or discarding of barrels, drums, containers, tanks and

other receptacles containing or previously containing any hazardous Material) or threatened Release of Hazardous Materials that have occurred or are presently occurring on or onto the real estate (including the groundwater thereunder); or (iii) any spills or disposal of Hazardous Materials that have occurred or are occurring off the real estate (including the groundwater thereunder) as a result of any construction on or operation and use of the real estate (including the groundwater thereunder).

(iii) To the best knowledge and belief of the Seller, the real estate has never been used (and from the date hereof to the date Purchaser obtains possession of the real estate) will not be used as a landfill, open dump or a waste dump, or for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical material substance or waste. The real estate (including the groundwater thereunder) does not contain underground storage tanks or Hazardous Materials, and the Seller has received no notice of nor to Seller's best knowledge does the real estate (including the groundwater thereunder) violate any Environmental Laws. For purposes of this Contract, the phrase "Environmental Laws" shall mean any federal, state, county or local law, statute, ordinance, order, decree, rule or regulation relating to releases, discharges, emissions or disposals to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use, handling, storage or disposal of polychlorinated biphenyls, asbestos or urea formaldehyde, to the treatment, storage, disposal or management of Hazardous Materials. For the purposes of this Contract, the phrase "Hazardous Materials" shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under Environmental Laws or the release of which is regulated under Environmental Laws.

(iv) The Seller has received no notice of and to the best of Seller's knowledge and belief the real estate (including the groundwater thereunder) does not violate any law, regulation or contract applicable to the real estate (including the groundwater thereunder) or its use. With respect to the real estate (including the groundwater thereunder), if the Seller shall (i) receive notice that any violation of any federal, state, county or local Environmental, health or safety law or regulation may have been committed or is about to be committed with respect to the real estate (including the groundwater thereunder), (ii) receive notice that any administrative or judicial complaint or order has been filed or is about to be filed alleging violations of any federal, state, county or local Environmental law or regulation or requiring Seller to take any action in connection with the release of any Hazardous Materials into the environment, (iii) receive any notice from a federal, state, county or local governmental agency or private party alleging that the Seller may be liable or responsible for costs associated with a response to or cleanup of a release of any Hazardous Materials into the environment or any damages caused thereby, (iv) receive any notice that the Seller is subject to federal, state, county or local investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, or (v) receive any notice that the real estate or assets of the Seller are subject to a lien in favor of any governmental entity for any liability under the federal, state, county or local Environmental Laws or regulations or damages arising from or

costs incurred by such governmental entity in response to a release of a hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, then the Seller shall promptly provide the Purchaser with a copy of such notice, and in no event later than seven (7) days from the Seller's receipt thereof.

(v) There are no proceedings pending or, to the best knowledge and belief of the Seller, threatened against or affecting the Seller in any court or before any governmental authority or arbitration board or tribunal which, if adversely determined, would materially and adversely affect the real estate. The Seller is not in default with respect to any order of any court or governmental authority or arbitration board or tribunal, which default would materially and adversely affect the real estate.

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

7.2 All representations and warranties of Purchaser contained in this Contract shall be true and correct as of the date made and as of the closing date with the same effect as though such representations and warranties were made at and as of the closing date.