

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re:

ESPLANADE HL, LLC, *et al.*

Debtors.<sup>1</sup>

)  
) Chapter 11  
)

) Case No. 16-33008  
) (Jointly Administered)  
)

) Honorable Carol A. Doyle  
)

**NOTICE OF MOTION**

PLEASE TAKE NOTICE that on **Thursday, October 12, 2017, at 10:30 a.m.**, or as soon thereafter as counsel may be heard, we will appear before the Honorable Carol A. Doyle, or any judge sitting in her stead, in Room 742 of the Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois 60604, and then and there present the undersigned's ***Motion for Entry of an Order (a) Approving Private Sale of the Debtor's Real Property Free and Clear of all Liens, Claims, Encumbrances, and Other Interests; (b) Approving the Form and Manner of Notices of the Sale; (c) Establishing Procedures for the Assumption and Assignment of Unexpired Leases; and (d) Granting Related Relief***, a copy of which is hereby served upon you.

Dated: September 21, 2017

Respectfully submitted,

**9501 W. 144th PLACE, LLC**

By: /s/ Harold D. Israel

Harold D. Israel, Esq.  
Sean P. Williams, Esq.  
**GOLDSTEIN & MCCLINTOCK LLP**  
111 West Washington Street, Suite 1221  
Chicago, Illinois 60602  
Telephone: (312) 337-7700  
Facsimile: (312) 277-2310  
e-mail: haroldi@goldmclaw.com  
*Counsel for the Debtors and Debtors in Possession*

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<sup>1</sup> The debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal taxpayer-identification number, are: (i) Esplanade HL, LLC (6804); (ii) 2380 Esplanade Drive, LLC (0331); (iii) 171 W. Belvidere Road, LLC (2032); (iv) 9501 W. 144th Place, LLC (7104); (v) Big Rock Ranch, LLC (7248).

**CERTIFICATE OF SERVICE**

I, Harold D. Israel, the undersigned attorney, hereby certify that on September 21, 2017, I caused a copy of the *Notice of Motion* and *Debtor's Motion for Entry of an Order (a) Approving Private Sale of the Debtor's Real Property Free and Clear of all Liens, Claims, Encumbrances, and Other Interests; (b) Approving the Form and Manner of Notices of the Sale; (c) Establishing Procedures for the Assumption and Assignment of Unexpired Leases; and (d) Granting Related Relief*, to be filed via the Court's ECF system and served upon the parties registered to receive ECF notice as indicated below.

/s/ Harold D. Israel

**VIA CM/ECF**

Kevin M Carrara on behalf of Creditor Hobby Lobby  
[kcarrara@rathjewoodward.com](mailto:kcarrara@rathjewoodward.com),  
[nwinters@rathjewoodward.com](mailto:nwinters@rathjewoodward.com); [lpaddock@rathjewoodward.com](mailto:lpaddock@rathjewoodward.com)

Michael J. Faley on behalf of Interested Party William Vander Velde  
[mfaley@crishamlaw.com](mailto:mfaley@crishamlaw.com)

Alan Garrow, ESQ on behalf of Creditor C.B.M. Plumbing, Inc.  
[agarrow@nealisgarrow.com](mailto:agarrow@nealisgarrow.com)

Harold D. Israel on behalf of Interested Party 9501 W. 144th Place, LLC  
[haroldi@restructuringshop.com](mailto:haroldi@restructuringshop.com), [seanw@restructuringshop.com](mailto:seanw@restructuringshop.com); [teresag@restructuringshop.com](mailto:teresag@restructuringshop.com)

Richard G Larsen on behalf of Creditor Commcon of Illinois, Inc.  
[rlarsen@springerbrown.com](mailto:rlarsen@springerbrown.com), [skadlcek@springerbrown.com](mailto:skadlcek@springerbrown.com); [iprice@springerbrown.com](mailto:iprice@springerbrown.com)

Patrick S Layng  
[USTPRegion11.ES.ECF@usdoj.gov](mailto:USTPRegion11.ES.ECF@usdoj.gov)

William J McKenna on behalf of Attorney First Midwest Bank  
[wmckenna@foley.com](mailto:wmckenna@foley.com), [thardy@foley.com](mailto:thardy@foley.com); [khall@foley.com](mailto:khall@foley.com)

William J McKenna on behalf of Creditor Synergy Property Holdings, LLC  
[wmckenna@foley.com](mailto:wmckenna@foley.com), [thardy@foley.com](mailto:thardy@foley.com); [khall@foley.com](mailto:khall@foley.com)

Lisa Peters on behalf of Creditor VEREIT Acquisitions, LLC  
[lisa.peters@kutakrock.com](mailto:lisa.peters@kutakrock.com)

Raymond Sanguinetti on behalf of Creditor Hobby Lobby  
[rsanguinetti@rathjewoodward.com](mailto:rsanguinetti@rathjewoodward.com), [jfox@rathjewoodward.com](mailto:jfox@rathjewoodward.com); [nwinters@rathjewoodward.com](mailto:nwinters@rathjewoodward.com)

Michael J. Small on behalf of Attorney First Midwest Bank

[msmall@foley.com](mailto:msmall@foley.com), [thardy@foley.com](mailto:thardy@foley.com); [CHI-LitigationDocket@foley.com](mailto:CHI-LitigationDocket@foley.com)

Michael J. Small on behalf of Creditor Synergy Property Holdings, LLC  
[msmall@foley.com](mailto:msmall@foley.com), [thardy@foley.com](mailto:thardy@foley.com); [CHI-LitigationDocket@foley.com](mailto:CHI-LitigationDocket@foley.com)

Matthew J Stockl on behalf of Attorney First Midwest Bank  
[mstockl@foley.com](mailto:mstockl@foley.com), [TDolcourt@foley.com](mailto:TDolcourt@foley.com)

Matthew J Stockl on behalf of Creditor Synergy Property Holdings, LLC  
[mstockl@foley.com](mailto:mstockl@foley.com), [TDolcourt@foley.com](mailto:TDolcourt@foley.com)

Sean P. Williams on behalf of Debtor 1 171 W. Belvidere Road, LLC  
[seanw@restructuringshop.com](mailto:seanw@restructuringshop.com)

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re:	)	
	)	Chapter 11
	)	
ESPLANADE HL, LLC, <i>et al.</i>	)	Case No. 16-33008
	)	(Jointly Administered)
	)	
Debtors. <sup>1</sup>	)	Honorable Carol A. Doyle
	)	

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**MOTION FOR ENTRY OF AN ORDER (A) APPROVING PRIVATE SALE OF THE  
DEBTOR’S REAL PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS,  
ENCUMBRANCES, AND OTHER INTERESTS; (B) APPROVING THE FORM AND  
MANNER OF NOTICES OF THE SALE; (C) ESTABLISHING PROCEDURES FOR  
THE ASSUMPTION AND ASSIGNMENT OF UNEXPIRED LEASES;  
AND (D) GRANTING RELATED RELIEF**

9501 W. 144th Place, LLC (“9501”), hereby moves this Court (the “*Motion*”) pursuant to sections 363, 365, 1107(a), and 1108 of title 11 of the United States Code (the “*Bankruptcy Code*”) and Rules 2002, 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”) for entry of an order: (a) authorizing the sale (the “*Sale*”) of 9501’s commercial real property located at 9501 W. 144th Place in Orland Park, Illinois (the “*Property*”) pursuant to section 363 of the Bankruptcy Code to Sierra Sphere, LLC, or its designee or assignee (the “*Purchaser*”); (b) approving the form and manner of the notice of the Sale; (c) approving procedures for the assumption and assignment of the Leases (as defined below), including notice of proposed cure amount (the “*Assumption and Assignment Procedures*”); and (d) granting related relief. In support of this Motion, 9501 submits the

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<sup>1</sup> The debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal taxpayer-identification number, are: (i) Esplanade HL, LLC (6804); (ii) 2380 Esplanade Drive, LLC (0331); (iii) 171 W. Belvidere Road, LLC (2032); (iv) 9501 W. 144th Place, LLC (7104); (v) Big Rock Ranch, LLC (7248).

*Declaration of Michael Jerbich in Support of the Motion for Entry of an Order (a) Approving Private Sale of the Debtor's Real Property Free and Clear of all Liens, Claims, Encumbrances, and Other Interests; (b) Establishing Procedures for the Assumption and Assignment of Unexpired Leases and (c) Granting Related Relief* (the “*Jerbich Declaration*,” attached hereto as Exhibit A) and respectfully states as follows:

### **JURISDICTION AND VENUE**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

2. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

### **BACKGROUND**

3. On October 17, 2016 (the “*Petition Date*”), 9501 filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the “*Chapter 11 Case*”) in the United States Bankruptcy Court for the Northern District of Illinois (the “*Court*”). 9501’s Chapter 11 Case is being jointly administered with those of the other above-captioned debtors and debtors in possession (the “*Debtors*”) under Esplanade HL, LLC’s case, Case No. 16-33008.

4. The Debtors are operating as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. An official committee of unsecured creditors has not been formed in these chapter 11 cases.

5. A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this Motion and the Debtors’ chapter 11 cases, are set forth in greater detail in the Declaration of William Vander Velde III in Support of First Day Motions and Applications [Docket No. 3]. The Property is currently leased to nineteen entities (the “*Lease*

*Counterparties*”) pursuant to the leases (the “*Leases*”) described on Schedule 9(e) of the Purchase Agreement (as defined herein).

6. On December 2, 2016, the Debtors filed their Application for Order Authorizing the Employment of A&G Realty Partners, LLC as Real Estate Advisors to the Debtors [Docket No. 70] (the “*A&G Application*”). The A&G Application was granted on December 7, 2016. Since that date, as set forth in the Jerbich Declaration, A&G Realty Partners, LLC (“A&G”) has been actively marketing the Debtors’ properties by reaching out to over 93,000 parties (*see* Jerbich Declaration at ¶ 4) and its efforts have resulted in 9501’s entry into a purchase agreement dated as of July 7, 2017 (as amended by (a) that certain First Amendment to Real Estate Purchase Agreement dated as of August 4, 2017 by and between 9501 and the Purchaser (the “*First Amendment*”) and (b) that certain Second Amendment to Real Estate Purchase Agreement dated as of September 19, 2017 (the “*Second Amendment*”), the “*Purchase Agreement*”) with the Purchaser for the purchase of the Property subject to the approval of this Court. A copy of the Purchase Agreement is attached hereto as Exhibit B. In light of the extensive marketing of the Property for the last eight-plus months, 9501 requests that this Court approve a private sale to the Purchaser, in lieu of the delay and expense of an auction process. A private sale is especially appropriate in 9501’s case, as the proposed purchase price significantly exceeds the claims against the 9501 estate (approximately \$2,310,000.00).

7. The primary terms of the Purchase Agreement are as follows:

<b>Purchaser</b>	Sierra Sphere, LLC
<b>Seller</b>	9501 W. 144th Place, LLC
<b>Purchase Price</b>	\$3,500,000.00
<b>Acquired Property</b>	That certain commercial real property located at 9501 W. 144th Place, in Orland Park, Illinois, as described in

	the Purchase Agreement
<b>Assumed Liabilities</b>	None
<b>Deposit</b>	\$400,000.00 (the “ <i>Deposit</i> ”), which has been received
<b>Closing</b>	No sooner than October 30, 2017, but no later than November 19, 2017

**RELIEF REQUESTED**

8. By this Motion, 9501 respectfully requests that this Court enter an order: (a) authorizing the Sale of the Property pursuant to section 363 of the Bankruptcy Code to the Purchaser; (b) approving the form and manner of the notice of the Sale; (c) approving the Assumption and Assignment Procedures; and (d) granting related relief.

**BASIS FOR RELIEF**

**A. A Private Sale is Appropriate for the Property**

9. Section 363(b) of the Bankruptcy Code applies to private sales consummated in the absence of competitive bidding. *See, e.g., In re Wieboldt Stores, Inc.*, 92 B.R. 309, 312 (N.D. Ill. 1988) (“Section 363(b) is not limited to sales involving competitive bidding. Bankruptcy Rule 6004, which sets forth procedures for Section 363(b) transfers, expressly provides for private sales.”). Moreover, Bankruptcy Rule 6004(f)(1) explicitly permits a debtor to enter into transactions outside of the ordinary course of business through private sales. *See Fed. R. Bankr. P. 6004(f)(1)* (“[a]ll sales not in the ordinary course of business may be by private sale or by public auction.”).

10. Although many bankruptcy sales are conducted subject to competitive bidding procedures and pursuant to public auction, courts have noted that private sales are appropriate under section 363 of the Bankruptcy Code. *See, e.g., In re Bakalis*, 220 B.R. 525, 531 (Bankr.

E.D.N.Y. 1998) (“Unlike judicial sales under the Bankruptcy Act, the sale of estate property under the Bankruptcy Code is conducted by a trustee, who has ample discretion to conduct public or private sales of estate property”); *Penn Mut. Life Ins. Co. v. Woodscape Ltd. P’ship (In re Woodscape Ltd. P’ship)*, 134 B.R. 165, 174 (Bankr. D. Md. 1991) (stating, with respect to a bankruptcy sale, “[t]here is no prohibition against a private sale ... and there is no requirement that the sale be by public auction”).

11. Various courts have approved private sales where the benefit of the private sale outweighs the delay and expense of conducting a public auction. *See In re Hawker Beechcraft, Inc.*, Case No. 12-11873 (SMB) (Bankr. S.D.N.Y. Nov. 29, 2012) [Docket No. 857] (authorizing private sale under Rule 6004(f)(1) where public auction would require estate to incur substantial additional costs, but would result in no additional value to the estate); *In re Dewey & Leboeuf LLP*, Case No. 12- 12321 (MG) (Bankr. S.D.N.Y. Nov. 1, 2012) [Docket No. 608] (finding good business reason to sell assets pursuant to private sale where public sale would be more costly).

12. With respect to the Property, the benefits of a private sale outweighs the cost of a public auction. First, the purchase price far exceeds the amount of claims against the 9501 estate. Any excess proceeds of an auction would inure only to 9501’s sole equity holder. The Property was fully marketed by A&G, which publicized the sale of the property and sought potentially interested purchasers for the last seven months. A&G does not believe additional marketing will result in competitive bidding. Jerbich Declaration at ¶ 6. Moreover, the Debtors have already sold two properties through a competitive bidding process that did not result in competitive bidding, further evidencing A&G’s thorough pre-sale marketing process.<sup>2</sup> An

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<sup>2</sup> *See, e.g., Esplanade HL, LLC -- Order (a) Approving the Sale to the Purchaser or the Highest or Best Offer at Auction, Free and Clear of Liens, Claims, Liabilities, and Encumbrances and (b) Granting Related Relief*  
Continued...



auction would therefore merely delay the sale process, while the Debtor continues to incur costs associated with the Property (including in the form of administrative expenses).

**B. The Property May be Sold Free and Clear Under Section 363(f) of the Bankruptcy Code**

13. The Property is being sold free and clear of all liens, claims, and encumbrances pursuant to section 363(f) of the Bankruptcy Code. The purchase price is in excess of the principal amount owed to First Midwest Bank (“*First Midwest*”), 9501’s senior secured lender (as well as all of 9501’s other creditors). The Debtor therefore believes that the requirements of section 363(f) of the Bankruptcy Code are satisfied.

**C. Approving the Form and Manner of Notice of the Sale**

14. 9501 respectfully requests that the Court approve the notices associated with the Sale.

15. Concurrently with the filing of this Motion, 9501 will send a notice (substantially in the form attached hereto as Exhibit C) (the “*Sale Notice*”) to be sent by first-class mail, postage pre-paid, to all of the creditors listed in 9501’s creditor matrix, taxing authorities reasonably known to have an interest in the relief requested, the Office of the United States Trustee, and all parties who have requested notice of pleadings in 9501’s bankruptcy case. 9501 requests that such notice be deemed sufficient notice of the Sale.

**D. The Sale is Supported by 9501’s Reasonable Business Judgment**

16. This Court’s power to authorize a sale under section 363(b) of the Bankruptcy Code is to be exercised at its discretion, utilizing a flexible, case by case approach. *In re Efoora*,

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[Docket No. 160]; 171 W. Belvidere Road, LLC -- *Order (a) Approving the Sale to the Purchaser or the Highest or Best Offer at Auction, Free and Clear of Liens, Claims, Liabilities, and Encumbrances and (b) Granting Related Relief* [Docket No. 191].

*Inc.*, 472 B.R. 481, 489 (Bankr. N.D. Ill. 2012). The Court must find that a good business reason exists for the sale. *In re Schipper*, 933 F.2d 513 (7th Cir. 1991); *Stephens Industries, Inc. v. McClung*, 789 F.2d 386 (6th Cir. 1986). As noted in *In re Walter*, 83 B.R. 14, 19-20 (9th Cir. BAP 1988), citing *In re Lionel Corporation*, 722 F.2d 1063, 1070-71 (2d Cir. 1983):

[T]here must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business . . . Whether the proffered business justification is sufficient depends on the case. As the Second Circuit held in *Lionel*, the bankruptcy judge should consider all salient factors pertaining to the proceeding and, accordingly, act to further the diverse interests of the Debtor, creditors and equity holders alike. He might, for example, look to such relevant factors as the proportionate value of the assets of the estate as a whole, the amount of elapsed time since the filing, the likelihood that a plan of reorganization will be proposed and confirmed in the near future, the effect of the proposed disposition on future plan of reorganization, the proceeds to be obtained from the disposition vis-a-vis any appraisals of the property, which of the alternatives of use, sale or lease the proposal envisions and, most importantly perhaps, whether the asset is increasing or decreasing in value. This list is not intended to be exclusive, but merely to provide guidance to the bankruptcy judge.

20. The paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the estate. *See, e.g., Four B. Corp. v. Food Barn Stores, Inc. (In re Food Barn Stores, Inc.)*, 107 F.3d 558, 564-65 (8th Cir. 1997) (In bankruptcy sales, “a primary objective of the Code [is] to enhance the value of the estate at hand.”); *see also In re Bon Ton Rest. & Pastry Shop, Inc.*, 53 B.R. 789, 793 (Bankr. N.D. Ill. 1985) (policy underlying the Code is to maximize “the value of the estate for the benefit of all creditors”) (citations omitted).

21. Once a valid business justification is established, the business judgment rule “is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was taken in the best interests of the company.” *In re S.N.A. Nut Company*, 186 B.R. 98, 102 (Bankr. N.D. Ill. 1995)

(citing *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)); *Integrated Resources*, 147 B.R. at 656. Therefore, the relief requested in this Motion should be granted if 9501 demonstrates a sound business justification for the request. *See Schipper*, 933 F.2d at 515; *In re Lionel Corp.*, 722 F.2d at 1071.

22. Here, in order to maximize value for the estate, 9501 believes that it is crucial to sell the Property. As set forth in the Jerbich Declaration, A&G has contacted over 93,000 parties that may have an interest in the Property and the agreement reflected in the Purchase Agreement is the result of arms-length negotiations designed to achieve the highest possible price for the Property under the circumstances. Jerbich Declaration, at ¶¶ 4-5. 9501 thus believes that the Sale proposed herein will provide the maximum possible recovery to 9501's estate, while also minimizing estate costs. Accordingly, 9501 respectfully submits that the Sale-related relief proposed herein reflects a sound exercise of its business judgment and should be approved.

**E. Assumption & Assignment of the Leases**

24. The Sale of the Property contemplates the assumption of the Leases, and the subsequent assignment of the Leases to the Purchaser.

25. Therefore, as part of the order approving the Sale, 9501 requests approval, under section 365 of the Bankruptcy Code, for the assumption and assignment of the Leases to the Purchaser. Contemporaneously with the filing of this Motion, 9501 served the Sale Notice upon the Lease Counterparties, along with the "cure amount" 9501 believes each of the Lease Counterparties is owed. In order to facilitate the assumption and assignment of the Leases, 9501 is seeking approval of the Assumption and Assignment Procedures attached hereto as Exhibit D. To further facilitate the assumption and assignment of the Leases, the Lease Counterparties will

be required to sign the Assignment and Assumption of Lease and the Tenant Estoppel substantially in the form as that attached to the Purchase Agreement as Exhibit E.

26. 9501 further requests that the final sale order provide that the Leases will be transferred to, and remain in full force and effect for the benefit of the Purchaser, notwithstanding any provisions in the Leases, including those described in sections 365(b)(2), (c)(1)(A), and (c)(1)(B) of the Bankruptcy Code, that prohibit such assignments.

27. Section 365(f) of the Bankruptcy Code provides, in pertinent part, that:

The trustee may assign an executory contract or unexpired lease of the debtor only if –

- (A) the trustee assumes such contract or lease in accordance with the provisions in this section; and
- (B) adequate assurance of future performance by the assignee of such contract or lease is provided, whether or not there has been a default in such contract or lease.

11 U.S.C. § 365(f)(2). Under Section 365(a) of the Bankruptcy Code, a debtor “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.”

11 U.S.C. § 365(a). Section 365(b)(1) of the Bankruptcy Code, in turn, codifies the requirements for assuming an unexpired lease or executory contract of a debtor provided that:

(b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee—

- (A) cures, or provides adequate assurance that the trustee will promptly cure, such default;
- (B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and
- (C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1). Although section 365 of the Bankruptcy Code does not set forth standards for courts to apply in determining whether to approve a debtor in possession's decision to assume an unexpired lease, courts have consistently applied a "business judgment" test when reviewing such decision. *See e.g., Group of Institutional Investors v. Chicago, Milwaukee, St. Paul & Pacific Railroad Co.*, 318 U.S. 523, 550 (1953); *Matter of Talco, Inc.*, 558 F.2d 1369, 1173 (10th Cir. 1977). A debtor satisfies the "business judgment" test when it determines, in good faith, that assumption of an unexpired lease will benefit the estate and the unsecured creditors. *In re FCX, Inc.*, 60 B.R. 405, 411 (Bankr. E.D.N.Y. 1986). The assumption and assignment of the Leases is a necessary part of the deal that 9501 has negotiated with the Purchaser.

28. The meaning of "adequate assurance of future performances" depends on the facts and circumstances of each case, but should be given "practical, pragmatic construction." *See Carlisle Homes, Inc. v. Arrari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1989); *In re Bon Ton Rest. & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985). Sierra Sphere, LLC's managing member is a sophisticated real estate investor and, upon information and belief, has the resources to provide adequate assurance of future performance, with respect to the Property. 9501 does not believe there will be any challenge to the Purchaser's financial acumen. However, if necessary, 9501 anticipates being able to establish at the hearing on this Motion that the Purchaser is sufficiently capitalized and able to perform the obligations under the Leases. Consequently, assumption and assignment of the Leases is appropriate under the circumstances.

**NOTICE**

29. 9501 has provided notice of this Motion to the following parties: (a) the Office of the United States Trustee for the Northern District of Illinois; (b) First Midwest Bank; (c) all parties that have filed an appearance in 9501's chapter 11 case; and (d) all parties listed on 9501's creditor matrix (via the Sale Notice).

**WHEREFORE**, 9501 respectfully requests that the Court enter an order granting the Motion in its entirety and (a) authorizing the Sale of the Property pursuant to section 363 of the Bankruptcy Code to the Purchaser; (b) approving the form and manner of the notice of the Sale; (c) approving the Assumption and Assignment Procedures; and (d) granting related relief

Dated: September 21, 2017

Respectfully submitted,

**9501 W. 144TH PLACE, LLC**

By: /s/ Harold D. Israel

Harold D. Israel, Esq.  
Sean P. Williams, Esq.  
**GOLDSTEIN & MCCLINTOCK LLP**  
111 West Washington Street, Suite 1221  
Chicago, Illinois 60602  
Telephone: (312) 337-7700  
Facsimile: (312) 277-2310  
e-mail: [haroldi@goldmclaw.com](mailto:haroldi@goldmclaw.com)

*Counsel for the Debtors and Debtors in Possession*

## **EXHIBIT B**

## **REAL ESTATE PURCHASE AGREEMENT**

This REAL ESTATE PURCHASE AGREEMENT (the “**Agreement**”) is entered into as of July 7, 2017, by and between SIERRA SPHERE, LLC, an Illinois limited liability company or its assignee or designee (“**Purchaser**”), and 9501 W. 144TH PLACE LLC, an Illinois limited liability company (“**Seller**”); collectively the “**Parties**” and each a “**Party**.”

### **RECITALS**

**WHEREAS**, Seller is owner of the fee simple interest in the real property located at 9501 W. 144th Pl., Orland Park, IL 60462 (the “**Purchased Property**”);

**WHEREAS**, Seller filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) on October 17, 2016 and is currently a debtor and debtor-in-possession in the United States Bankruptcy Court for the Northern District of Illinois (the “**Bankruptcy Court**”) under the jointly administered under case no. 16-33008 (the “**Bankruptcy Case**”); and

**WHEREAS**, pursuant to section 363 of the Bankruptcy Code, the Seller desires to sell and convey and Purchaser desires to purchase and receive the real and personal property more particularly described in this Agreement, all upon and subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, Purchaser and Seller hereby agree as follows:

1. **Assets to be Purchased.**

a. Subject to the terms and conditions set forth in this Agreement, Purchaser agrees to purchase and the Seller agrees to sell its right, title and interest in the Purchased Property to Purchaser at the Closing, free and clear of all known and recorded Liens and Encumbrances set forth on Schedule 1(a) (the “**Scheduled Liens and Encumbrances**”) and Schedule 9(a), both attached hereto, but subject to any Permitted Encumbrances, whose legal description is attached hereto as Exhibit A and incorporated herein, together with all fixtures, personal property, appurtenances and improvements thereon.

b. Subject to the terms and conditions set forth in this Agreement, Seller shall assume and assign to Purchaser all of its right and title to, and interest in, in certain leases related to the Purchased Property (the “**Leases**”) pursuant to an assignment (the “**Assignment**”) in the form attached hereto as Exhibit B. The Assignment shall be made in accordance with the assignment procedures set forth in Exhibit C (the “**Assignment Procedures**”). Purchaser shall be responsible for satisfying the requirements of “adequate assurance of future performance” as required by section 365 of the Bankruptcy Code, and shall cooperate fully with Seller in seeking such approval from the Bankruptcy Court, including without limitation, Purchaser providing the necessary evidence required as part of any motion to approve this Agreement and the transactions contemplated herein.



c. The cure amounts, if any (as determined by the Bankruptcy Court, by agreement of the parties or otherwise), necessary to cure all defaults, if any, and to pay all actual or pecuniary losses, if any, that have resulted from any defaults by Seller under the Leases including, but not limited to, any adjustments that are determined after the Closing (collectively, the “**Cure Amounts**”) shall be paid by Seller. Except as otherwise provided for in Sections 10(b) and 18(a), Purchaser shall not have the right to terminate this Agreement as a result of the failure by Seller or inability of Seller to assign to Purchaser at Closing any of the Leases or Purchaser’s decision to not assume any of the Leases.

2. Purchase Price. Purchaser’s offer for the Purchased Property is Three Million Five Hundred Fifty Thousand Dollars (\$3,550,000.00) (the “**Purchase Price**”) which shall be payable in cash at the Closing

3. Deposit. Within two (2) Business Days after the execution date and delivery of this Agreement by the parties hereto, Purchaser shall deliver to the Seller an amount in cash in immediately available funds equal the amount of \$100,000 (the “**Good Faith Deposit**”) to a joint strict order escrow with the title company for the benefit of the parties hereto by the Seller in accordance with the terms hereof. The Good Faith Deposit shall be applied to the Purchase Price at Closing. If the Closing fails to occur because Purchaser breaches this Agreement, then the Seller is hereby authorized and entitled to retain the Good Faith Deposit. If Purchaser elects to terminate this Agreement prior to the end of the Review Period in accordance with its rights under Section 10(b) below, the Good Faith Deposit shall be immediately returned to Purchaser. If the Closing fails to occur for any reason other than Purchaser’s breach of this Agreement, the Good Faith Deposit shall be refunded to Purchaser as its sole and exclusive remedy for any failure or termination of this Agreement, within three (3) Business Days of the date this Agreement is terminated pursuant to Section 14 hereof.

4. Intentionally omitted.

5. Closing. The closing (the “**Closing**”) of the foregoing sale of the Purchased Property (the “**Sale**”) shall take place on or before the fifteenth (15th) day after the entry of an order (the “**Approval Order**”) of the Bankruptcy Court having jurisdiction over Seller and the Purchased Property approving this Agreement (the “**Closing Date**”) unless otherwise agree to by the parties in writing. The Closing shall occur at a location to be designated by Seller on or prior to the Closing Date. The Closing Date shall be no sooner than seventy-five (75) days after the date of this Agreement and no later than ninety (90) days after the date of this Agreement.

6. Deliverables Prior to Closing. Purchaser acknowledges that:

a. Seller has provided to it the existing title insurance policy (with copies of all exceptions) and Seller’s existing 2012 survey;

b. Seller shall obtain, at Seller’s expense, and provide to Purchaser a title insurance commitment for an owner’s title insurance policy, with extended coverage removing the standard exceptions 1-7 on Schedule B, on the Purchased Property, in the amount of the Purchase Price, issued by Chicago Title Insurance Company (the “**Title Company**”) in a form

acceptable to Purchaser, with legible copies of all documents referenced therein as exceptions attached (the “**Commitment**”) and evidencing that Seller is vested with marketable, insurable, fee simple title to the Purchased Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever except for those exceptions to title: (i) described on Schedule 16, and (ii) those matters that are to be discharged by Seller at or before the Closing Date.

c. Seller shall obtain, at Seller’s expense, and provide to Purchaser a new or updated survey on the Purchased Property (the “**Survey**”) showing the impact of the title instruments referenced in the Commitment.

d. Seller shall promptly provide copies of all contracts relating to the property, including but not limited to the management contract.

e. Seller shall provide a list of any personal property being conveyed under this Agreement, including, but not limited to any table and chairs within twenty-five (25) days of the date of this Agreement.

7. Deliveries at Closing which are conditions of closing.

a. At the Closing, the Seller shall deliver to Purchaser the following:

- i. Special Warranty Deed (the “**Deed**”) in the form attached hereto as Exhibit D duly executed by the Seller;
- ii. the Approval Order;
- iii. releases of all Scheduled Liens and Encumbrances;
- iv. an executed copy of this Agreement;
- v. an executed copy of the Assignment;
- vi. Owner's Affidavit, in customary form and sufficient to allow insurance of the “gap” between the effective date of the Commitment and the recordation of the Deed and to insure the Purchased Property with the satisfaction of all B-I requirements and the deletion of the standard exceptions on B-II affected by the Owner’s Affidavit (other than the survey exceptions that are part of B-II);
- vii. a closing statement;
- viii. such other documents, certificates, and instruments as Purchaser may reasonably request to consummate the transactions contemplated by this Agreement including but not limited to Bill of Sale and Affidavit of Title;

- ix. an estoppel certificate, in substantially the form of Exhibit E, executed by each tenant listed on Schedule 9(e); and
  - x. such certificates or affidavits as the Title Company shall reasonably require of Purchaser.
- b. At the Closing, Purchaser shall deliver to or for the benefit of the Seller the following:
- i. the balance, after applying the Good Faith Deposit and all applicable tax prorations, of the Purchase Price by wire transfer of immediately available funds to such account as the Seller shall designate in writing prior to the Closing;
  - ii. an executed copy of this Agreement;
  - iii. an executed copy of the Assignment;
  - iv. a closing statement;
  - v. such certificates or affidavits as the Title Company shall reasonably require of Purchaser;
  - vi. Secretary's certificate, Resolutions and copies of its organizational documents; and
  - vii. such other documents, certificates, and instruments as the Seller may reasonably request to consummate the transactions contemplated by this Agreement.

8. Closing Costs and Prorations.

a. Real Estate Commission. Seller shall pay all commissions due and owing Seller's Broker and/or Purchaser's Broker, as applicable, in connection with the execution and/or consummation of this Agreement. Purchaser agrees to protect, defend, indemnify, and hold harmless Seller, Seller's successors and assigns, from and against any and all obligation, cost, expense and liability, including without limitation, all reasonable attorney's fees and court costs, arising out of any claim for brokerage commission, finder's commission or other such compensation by any party (other than Seller's Broker) as a result of the dealings of Purchaser in connection with this Agreement. Seller agrees to protect, defend, indemnify, and hold harmless Purchaser, Purchaser's successors and assigns, from and against any and all obligation, cost, expense and liability, including without limitation, all reasonable attorney's fees and court costs, arising out of any claim for brokerage commission, finder's commission or other such compensation by any party (other than Seller's Broker) as a result of the dealings of Seller in connection with this Agreement. The broker will provide a waiver of its commercial broker lien at Closing.

b. Real Estate Taxes and Other Prorations. Real estate taxes will be prorated as of the Closing Date. The valuation shall be based on 105% of the most recent ascertainable tax data at the time of Closing. Real estate taxes through and until the Closing Date will be the responsibility of the Seller. From and after the Closing Date, all taxes, assessments, maintenance, utilities and expenses related to the Purchased Property shall become the sole responsibility of Purchaser. If the Seller has filed a tax appeal and/or certificate of error or other action to reduce the Property's taxes, then the difference between the highest proration and the expected refund of taxes shall be escrowed at Closing for the benefit of the Seller until the amount of the refund is determined. All security deposits from the Tenants held by Seller pursuant to the Leases will be paid to Purchaser in the form of a credit against the Purchase Price at Closing. As set forth in Section 9(e)(iv), there are certain prepaid rents under the Leases that will be paid to Buyer as a credit against the Purchase Price at the time of Closing.

c. Transfer of Utilities. Purchaser, at its sole cost and expense, shall cause the transfer of all utility services for the Purchased Property to Purchaser's name as of the Closing Date and Seller shall cooperate with Purchaser in connection therewith. If utility services shall not have been transferred to Purchaser's name for the Purchased Property effective as of the Closing Date, then, at the Closing, any such charges with respect to services not so transferred shall be prorated, based upon the per diem charges obtained by using the most recent period for which readings of such utility services shall then be available. Purchaser shall make all required deposits on account with utility companies or on account with municipalities and shall reasonably cooperate with Seller in having any deposits currently held by such companies and municipalities, returned to Seller. However, Seller shall be solely responsible for obtaining the return of its own utility company deposits, if any (provided, however, that nothing in this Agreement shall obligate Seller to pay any amounts due and owing or otherwise relating to prepetition obligations to any third party). Utility bills shall be paid current by Seller at the time of Closing.

d. Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and such other taxes and recording, filing and other fees (including penalties and interest) incurred in connection with this Agreement, if any, shall be paid by the Seller when due, and the Seller will, at its own expense, file all necessary tax returns and other documentation with respect to all such taxes and fees, and if required by applicable law, Purchaser will join in the execution of any such tax returns and other documentation.

e. Seller's Adjustments. Seller shall pay for: (i) preparing the Deed; (ii) title cure costs (as required by this Agreement if undertaken by the Seller); (iii) Seller's portion of the prorated items as herein provided; (iv) Seller's own attorneys' fees; (v) transfer taxes as set forth herein; (vi) the title search and examination fees; (vii) a current ALTA survey; (viii) the title insurance premium for the Owner's Policy to be issued to Purchaser with a GAP endorsement; (ix) all commissions, fees, or other compensation or reimbursements, if any, due to the Brokers; (x) one-half (1/2) of any closing fees; (xi) the costs of the Survey; and (xii) any other expenses, fees, or costs as required elsewhere by this Agreement.

f. Purchaser's Adjustments. Purchaser shall pay for: (i) the title insurance premium for any loan title insurance policies, including any endorsements thereto (other than the GAP endorsement), to be issued to Purchaser's lender, if any; (ii) Purchaser's own attorneys'

fees; (iii) Purchaser's portion of the prorated items as herein provided; (iv) Purchaser's due diligence costs and expenses; (v) one-half (1/2) of any closing fees, (vi) the cost of recording the Deed; and (vii) any other expenses, fees or costs as required elsewhere by this Agreement.

g. Arrearages. Rents under the Leases shall be adjusted and prorated on an if, as and when collected basis. Rents collected by Purchaser or Seller after the Closing Date from tenants who owe rents for calendar months prior to the Closing Date or for the calendar month during which the Closing Date occurs, shall be applied (i) first to all rents due and payable by such tenant for the calendar month in which the Closing Date occurred, (ii) second, to all delinquent rents due and payable by such tenant or for the calendar months preceding the month in which the Closing Date occurred and (iii) third to all rents due and payable by such tenant for the calendar months following the calendar month in which the Closing Date occurred. Each such amount, less Purchaser's collection costs (including, without limitation; reasonable attorney's fees and expenses), shall be adjusted and prorated as provided above, and the party receiving such amount shall, within five (5) Business Days, pay to the other party the portion thereof to which it is so entitled. For purposes hereof, "rents" shall include late charges thereon. Notwithstanding anything to the contrary contained herein, Purchaser's and Seller's obligations to enforce the terms of the Leases following the Closing Date shall be as set forth in the respective Leases. For the avoidance of doubt, Purchaser shall have no obligation to collect any amounts owed to Seller prior to Closing Date.

9. Representations and Warranties of the Seller. Seller warrants and represents to Purchaser that the statements contained in this Section 9 are true, correct and complete in all material respects as of the date of this Agreement and shall be true, correct, and complete in all material respects as of the Closing Date.

a. Power and Title. Except for the Scheduled Liens and Encumbrances and the claims in Schedule 9(a), Seller has no knowledge of any claim of adverse title to or lien on the Purchased Property.

b. Authority. Subject to the approval of the Bankruptcy Court, Seller has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions provided for herein. The execution and delivery of this Agreement by Seller and the performance by it of the obligations to be performed hereunder have been, subject to the approval of the Bankruptcy Court, duly authorized by all necessary and appropriate action.

c. Execution and Binding Agreement. This Agreement has been duly and validly executed and delivered by Seller and constitutes, upon the approval of the Bankruptcy Court, a valid and legal binding obligation of Seller enforceable against it in accordance with its terms, subject to applicable Laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity.

d. Brokers. Except for A&G Realty Partners ("**Seller's Broker**"), no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

e. Property Representations. Seller represents and warrants to Purchaser that, as of the date hereof and through Closing, with respect to the Purchased Property:

i. There are no leases affecting the Purchased Property to which Seller is a party, except for the Leases as shown on the rent roll attached hereto as Schedule 9(e) (the “**Schedule of Leases**”) and to all the subleases, license and occupancies thereunder, if any (for which Seller gives no representation). The Schedule of Leases constitutes all of the agreements (and all amendments, renewals, extensions and modifications thereof) which relate to, affect the occupancy of, or create rights to the occupancy of, the Purchased Property or any portion thereof other than the subleases, licenses and occupancies thereunder, if any (for which Seller gives no representation).

ii. To Seller’s knowledge without investigation, except as set forth on the Schedule of Leases, no party is in occupancy of the premises demised under such lease other than the named tenant.

iii. No tenant or other person or entity has been given any concession, abatement or consideration for the rental of any space for any subsidies which may be provided by Seller or as set forth in the Leases, as may be amended by the modifications contemplate hereunder.

iv. There are certain prepaid rents under the Leases from the tenants to the Seller which shall be credited to the Buyer at Closing in the form of a credit against the Purchase Price.

v. To Seller’s knowledge, there is no pending condemnation proceeding affecting the Purchased Property or any part hereof.

vi. To Seller’s knowledge, and except as may be the result of the commencement of the Bankruptcy Case, Seller is not in default under the Leases and Seller has not received any written or other notice of default from any tenant under the Leases which remain outstanding .

vii. To Seller’s knowledge, no tenant is in default under the Leases, except by reason of the arrearages set forth on the Schedule of Leases, if any.

viii. Seller is the sole owner of the Purchased Property.

ix. To Seller’s knowledge and except as set forth on the Schedule 1(a) and Schedule 16 or otherwise constitute Permitted Encumbrances, Seller has not received any notice of any pending assessments against the Purchased Property and there are no tax certiorari proceedings or tax protest proceedings pending with respect to the Purchased Property.

x. Seller has not received any written notice of violation from any governmental body and, to the best of Seller’s knowledge, all inspections are current.

xi. Seller shall promptly provide copies of such other documents related to the Property as reasonably requested by Purchaser during the Review Period, if available.

xii. There will be no material adverse change in the condition of the Purchased Property from the expiration of the Review Period to the Closing Date, absent normal wear and tear.

10. Purchaser Acknowledgement.

a. “As Is Where Is.” **PURCHASER ACKNOWLEDGES AND AGREES THAT (A) THE PURCHASED PROPERTY IS BEING CONVEYED BY THE SELLER “AS IS, WHERE IS, WITH ALL FAULTS” AND THAT, EXCEPT FOR THOSE SPECIFICALLY SET FORTH IN SECTION 9, THE SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PURCHASED PROPERTY, THE INCOME DERIVED OR POTENTIALLY TO BE DERIVED FROM THE PURCHASED PROPERTY, OR THE EXPENSES INCURRED OR POTENTIALLY TO BE INCURRED IN CONNECTION WITH THE PURCHASED PROPERTY; (B) EXCEPT FOR THOSE SPECIFICALLY SET FORTH IN SECTION 9, THE SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, AND (C) IN NO EVENT SHALL THE SELLER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR SIMILAR DAMAGES.**

b. Review Period. During the period commencing on the date of this Agreement and expiring thirty (30) days thereafter (the **“Review Period”**), Purchaser shall have the opportunity to review the Purchased Property and perform such investigations, inquiries, and feasibility studies, as it deems appropriate to decide whether the Purchased Property are acceptable to Purchaser; provided that Purchaser agrees to provide copies of the results of its diligence, including, but not limited to, any environmental reports to Seller. All costs and expenses in connection with any such study or investigation shall be borne solely by Purchaser. Purchaser’s obligation to purchase the Purchased Property as provided in this Agreement shall be subject to Purchaser’s approval of the Purchased Property in its sole discretion. Seller shall provide access to the Purchased Property to Purchaser and its agents and consultants during normal business hours with reasonable prior notice to Seller for the purpose of conducting any such investigations, inquiries or feasibility studies. Purchaser’s entry on to the Purchased Property during the Review Period shall be conditioned upon Purchaser providing Seller evidence that Purchaser and its agents and contractors have reasonable liability insurance naming Seller as an additional insured. Purchaser shall reasonably restore the Purchased Property to its condition prior to such investigations, inquiries or feasibility studies. Purchaser shall indemnify and hold Seller harmless from and against all liability, claims, demands, damages or costs, including reasonable attorneys’ fees, arising from or connected with Purchaser’s inspection of the Purchased Property. The foregoing indemnity shall survive the Closing or one (1) year after

the termination of the Agreement. Notwithstanding anything contained herein to the contrary, if Purchaser determines, in its sole and absolute discretion, that the Purchased Property is not suitable for any reason for any reason, then Purchaser may, on written notice to Seller on or before the end of the Review Period or Review Period as extended in writing and signed by both Purchaser and Seller, terminate this Agreement and it shall be null and void with the Good Faith Deposit being returned to Purchaser. If the written notice is not given to Seller within the Review Period, this condition and all objections with respect to Purchaser's inspection of the Purchased Property shall be deemed to have been waived by Purchaser and Purchaser shall be deemed to have accepted the Purchased Property and the Good Faith Deposit shall be applied to the Purchase Price at Closing. Notwithstanding the foregoing, Purchaser shall be entitled to a return of the Good Faith Deposit despite the expiration of the Review Period if Purchaser terminates this Agreement for the reasons set forth in Section 18(a) hereof.

c. Inspections and Due Diligence. Purchaser further acknowledges that it shall have an opportunity to inspect the Purchased Property and conduct its due diligence, including, but not limited to, conducting document review and environmental due diligence, prior to the end of the Review Period and shall complete such inspections and diligence to its full satisfaction prior to the end of the Review Period. For the avoidance of doubt, without limitation, except as otherwise expressly set forth in this Agreement, Seller makes no representations or warranties with respect to except as otherwise stated: (a) the condition of the Purchased Property or any buildings, structures or improvements thereon; (b) any applicable building, zoning or fire laws or regulations or with respect to compliance therewith or with respect to the existence of or compliance with any required permits, if any, of any governmental agency; (c) the availability or existence of any water, sewer or other utilities (public or private); (d) the existence, accuracy or validity of any documents with respect to the Purchased Property (including, without limitation, any operating statements; appraisals; general contractor's lien waivers and assignment of building and equipment warranties; architectural plans, specifications and certifications; surveys; permits issued by governmental entities having jurisdiction over the Purchased Property; or soil or environmental reports); or (e) the condition of title to the Purchased Property, except as contained in the Deed.

11. Representations and Warranties of Purchaser. Purchaser warrants and represents to Seller that the statements contained in this Section 11 are true, correct, and complete in all material respects as of the date of this Agreement and shall be true, correct, and complete in all materials respects as of the Closing Date.

a. Power. Purchaser is duly organized and validly existing under the Laws of the state of its organization, and has the power to own its properties and carry on its business.

b. Authority. Purchaser has all necessary power to execute and deliver this Agreement and to consummate the transactions provided for herein. The execution and delivery of this Agreement by Purchaser and the performance by it of the obligations to be performed hereunder have been duly authorized by all necessary and appropriate action. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and shall not conflict with, or result in a breach of, or constitute a default under the terms or conditions of Purchaser's governing documents and agreements, any court or administrative order or process to which Purchaser is a party or by which it or any of its assets are bound, any



agreement or instrument to which Purchaser is a party or by which Purchaser is bound or any statute or regulation of any governmental agency.

c. Execution and Binding Agreement. This Agreement has been duly and validly executed and delivered by Purchaser and constitutes a valid and legal binding obligation of Purchaser enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity.

d. Reliance, Due Diligence Investigation. Purchaser has undertaken such investigation and has been provided with and has evaluated such additional documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. Purchaser is relying solely on its own independent knowledge, review, investigation, and inspection of any documents and/or operations, assets, facilities related to the Purchased Property and is not relying on any written or oral statements, representations, promises, warranties, conditions or guarantees whatsoever, whether express, implied, by operation or Law or otherwise, concerning any such matters, or the completeness of any information provided in connection therewith, except as otherwise specifically set forth in Section 9.

e. Brokers. Except for Keller Williams-The Rick Pulciani Team (“**Purchaser’s Broker**”), no broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser.

12. Conditions Precedent to Purchaser’s Obligation to Close. Purchaser’s obligation to consummate the transaction contemplated by this Agreement and close hereunder is subject to the satisfaction, at or prior to the Closing Date, of each of the following conditions and which shall be true and correct in all material respects through Closing (any of which may be waived by Purchaser, in whole or in part):

a. Accuracy of Representations. All of Seller’s representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), must have been accurate in all material respects as of the date of this Agreement and must be accurate in all material respects as of the Closing Date as if made on the Closing Date.

b. Owner’s Policy. Purchaser must be issued, by the Title Company, a current ALTA Owner’s Policy with extended coverage and the Purchaser’s required endorsements (at Purchaser’s sole cost), including access, zoning, EPA Endorsement, PIN Endorsement, Comprehensive, Location Note, if available (with any usual and customary state-specific modifications (the “**Owner’s Policy**”), or a marked Commitment for issuance of such policy in an amount equal to the aggregate amount of the Purchase Price. The Owner’s Policy or marked Commitment must reveal marketable and insurable title in Purchaser as of the Closing Date and be subject only to the Permitted Encumbrances; provided, however, that the Owner’s Policy or marked Commitment shall also be subject to the general or standard exceptions for matters which would be revealed by a current Survey unless Purchaser obtains a survey meeting

the minimum technical standards in order to delete the survey exception in the Commitment and has delivered same to the title insurer and/or closing agent prior to Closing and, if Purchaser does obtain such a survey, the Owner's Policy or marked Commitment will be subject to specific exceptions for any encroachments or similar matters shown thereon.

c. Documents. Each document and schedule required to be delivered by Seller must have been delivered in proper form, and each of the other covenants and obligations of Seller in this Agreement must have been performed and complied with in all material respects.

d. No Proceedings. Since the date of this Agreement, no preliminary or permanent injunction or other order or decree issued by any Governmental Body or court shall be in effect or pending which materially delays, restrains, enjoins, or otherwise prohibits the transactions contemplated by this Agreement.

e. No Claim Regarding Ownership; No Encumbrances. There must not have been made or threatened by any person any Claim asserting that such person is the holder or the beneficial owner of, or has the right to acquire or to obtain beneficial ownership of the Purchased Property. All releases of Scheduled Liens and Encumbrances (except Permitted Encumbrances) on the Purchased Property must have been delivered, and there must be no challenge to any such release or other claim of Lien or Encumbrance.

f. No Prohibition. Neither the consummation nor the performance of any of the transactions contemplated by this Agreement will, directly or indirectly (with or without notice or lapse of time), materially contravene, or conflict with, or result in a material violation of, or cause Purchaser or any person affiliated with Purchaser, to suffer any material adverse consequence under, any applicable Law or agreement, other than due to any act or omission of Purchaser. Since the date of this Agreement, Purchaser has not received any notice precluding it from consummating the sale contemplated by this Agreement.

g. Approval Order. Unless the Bankruptcy Court approves this sale in accordance with this Agreement, the Purchaser may terminate this Agreement pursuant to Section 14. Unless otherwise agreed to by the parties in writing, the Approval Order shall be a final and non-appealable order.

13. Conditions Precedent to Seller's Obligation to Close. Seller's obligation to consummate the transaction contemplated by this Agreement and close hereunder is subject to the satisfaction, at or prior to the Closing Date, of each of the following conditions (any of which may be waived by Seller in writing, in whole or in part):

a. Accuracy of Representations. All of Purchaser's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), must have been accurate in all material respects as of the date of this Agreement and must be accurate in all material respects as of the Closing Date as if made on the Closing Date.

b. Documents. Each document and schedule required to be delivered by Purchaser must have been delivered, and each of the other covenants and obligations of

Purchaser in this Agreement must have been performed and complied with in all material respects.

c. Receipt of Entity Authority Documents. Purchaser shall have delivered to Seller a certificate of an officer/member of Purchaser certifying as to (A) the organizational documents of Purchaser, (B) the resolutions of the members and/or board of directors/managers of Purchaser, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby, and (C) the names and signatures of the officers/members of Purchaser authorized to sign this Agreement and the documents to be delivered hereunder; and

d. No Proceedings. Since the date of this Agreement, no preliminary or permanent injunction or other order or decree issued by any Governmental Body or court shall be in effect or pending which materially delays, restrains, enjoins, or otherwise prohibits the transactions contemplated by this Agreement.

e. No Prohibition. Neither the consummation nor the performance of any of the transactions contemplated by this Agreement will, directly or indirectly (with or without notice or lapse of time), materially contravene, or conflict with, or result in a material violation of, or cause the Seller to suffer any material adverse consequence under, any applicable Law or, to knowledge of Seller, agreement, other than due to any act or omission of the Seller. Since the date of this Agreement, Seller has not received any notice precluding him from consummating the sale contemplated by this Agreement.

f. Approval Order. Unless the Bankruptcy Court approves this sale in accordance with this Agreement, the Purchaser may terminate this Agreement pursuant to Section 14. Unless otherwise agreed to by the parties in writing, the Approval Order shall be a final and non-appealable order.

14. Termination Events. This Agreement may, by notice given prior to or at the Closing, be terminated:

a. by either Purchaser or Seller if a material breach of any provision of this Agreement has been committed by the other party and such breach has not been waived in writing;

b. by (i) Purchaser if (y) any of the conditions in Section 12 have not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the failure of Purchaser to comply with its obligations under this Agreement) and Purchaser has not waived such condition on or before the Closing Date, or (z) for the reasons set forth in Section 17(a) or 17(b); or (ii) Seller if any of the conditions in Section 13 have not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the failure of Seller to comply with its obligations under this Agreement) and Seller has not waived in writing such condition on or before the Closing Date;

c. Purchaser terminates this Agreement pursuant to Section 18(a); or

d. by mutual consent of Purchaser and Seller;

e. Occurrence or nonoccurrence of an event which is a condition of Purchaser Closing as set forth in Section 12.

Notwithstanding any provision of this Agreement to the contrary, if this Agreement is terminated pursuant to this Section 14, all further obligations and rights of the parties under this Agreement will terminate (except the parties' respective obligations and rights set forth in Section 2 and Section 4(a) of this Agreement).

15. Default.

a. Purchaser's Default. If Purchaser shall default in the performance of its obligations under this Agreement, without fault on Seller's part and without failure of title or any conditions precedent to Purchaser's obligations under this Agreement, Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement by giving notice to Purchaser, in which event Seller shall immediately receive the Good Faith Deposit, as agreed upon and liquidated damages. Seller and Purchaser specifically understand and agree that the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision. Each party specifically confirms the accuracy of the statements made above and the fact that each party was represented by counsel who explained, at the time this Agreement was made, the consequences of this liquidated damages provision. Notwithstanding anything to the contrary contained herein, this provision shall in no way affect or impair Seller's right or recover under any indemnity given by Purchaser in favor of Seller under this Agreement. Seller hereby expressly waives any right the Seller may have to any damages (compensatory, consequential, punitive or otherwise) as a result of such default by Purchaser.

b. Seller's Default. If Seller shall default in the performance of its obligations under this Agreement after the expiration of the Review Period, Purchaser, at its option, shall have the right terminate this Agreement by giving notice to Seller, in which event the Good Faith Deposit shall be returned to Purchaser, and this Agreement shall be deemed null and void with no party having any further rights or obligations under the Agreement. In addition, if, following expiration of the Review Period (and Purchaser has not terminated this Agreement pursuant to Section 10(b) of this Agreement), Seller defaults hereunder or the Closing does not occur for any reason other than Purchaser's default under Section 15(a) of this Agreement, Purchaser shall be entitled to receive a reimbursement from Seller of any actual, documented expenses incurred by Purchaser related to this Agreement in an amount not to exceed Fifteen Thousand and 00/100ths Dollars (\$15,000.00). Purchaser hereby expressly waives any right Purchaser may have to any damages (compensatory, consequential, punitive or otherwise) as a result of such default by Seller. This provision shall survive the Closing.

c. Application of Good Faith Deposit upon Default. In the event of a dispute between Purchaser and Seller with regard to whether or not a default has occurred by either party, or to whom the Good Faith Deposit should be transmitted, the Title Company shall have the right to interplead the Deposit into the registry of the Bankruptcy Court. The interpleading of said Good Faith Deposit into the registry of the Bankruptcy Court shall release the Title Company from any further or continuing liability with respect to the disposition of such Good

Faith Deposit. In any event, the Title Company shall have the full right to represent its client's interest in all matters associated herewith.

16. Definitions.

“Agreement” shall have the meaning set forth in the Preamble.

“Approval Order” shall have the meaning set forth in Section 5.

“Assignment” shall have the meaning set forth in Section 1(b).

“Assignment Procedures” shall have the meaning set forth in Section 1(b).

“Bankruptcy Case” shall have the meaning set forth in the Recitals.

“Bankruptcy Court” shall have the meaning set forth in the Recitals.

“Bankruptcy Code” shall have the meaning set forth in the Recitals.

“Business Day” shall mean any day other than a Saturday, Sunday or other day on which commercial banks in Chicago, Illinois are authorized or required by Law to be closed.

“Claim” means all rights, claims, causes of action, defenses, debts, demands, damages, offset rights, setoff rights, recoupment rights, obligations, and Liabilities of any kind or nature under contract or tort, at law or in equity, known or unknown, contingent or material, liquidated or unliquidated, and all rights and remedies with respect thereto.

“Closing” shall have the meaning set forth in Section 5.

“Closing Date” shall have the meaning set forth in Section 5.

“Commitment” shall have the meaning set forth in Section 6(b).

“Cure Amounts” shall have the meaning set forth in Section 1(c).

“Deed” shall have the meaning set forth in Section 7(a).

“Encumbrance” shall mean any encumbrance, Lien, charge, mortgage, deed of trust, option, pledge, security interest or similar interest, title defects, claims of ownership or similar claims, hypothecations, easements, rights of way, restrictive covenants, encroachments, rights of first refusal, preemptive rights, judgments, conditional sale or other title retention agreements and other impositions, imperfections or defects of title or restrictions on transfer or use of any nature whatsoever.

“Good Faith Deposit” shall have the meaning set forth in Section 3.

“Governmental Body” shall mean any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether

foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court of the applicable jurisdiction, or arbitrator (public or private).

“Laws” shall mean all federal, state, local or foreign laws, statutes, common laws, rules, codes, regulations, guidance, policies, restrictions, ordinances, orders, decrees, approvals, directives, judgments, rulings, injunctions, writs and awards of, or issued, promulgated, enforced or entered by, any and all Governmental Bodies, or court of competent jurisdiction, or other requirement or rule of law.

“Leases” shall have the meaning set forth in Section 1(b).

“Lessee Estoppels” shall have the meaning set forth in Section 18(a).

“Liability” means any debt, liability, claim, commitment or obligation of any kind, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or not asserted, known or unknown, determined, determinable or otherwise, whenever or however arising, including, without limitation, whether arising out of any contract, tort based on negligence, strict liability or otherwise.

“Lien” shall include, inter alia, all liens (including judgment and mechanics’ liens, regardless of whether liquidated), mortgages, assessments, security interests, easements, pledges, trusts (constructive or other), deeds of trust, options or other charges, Encumbrances or restrictions.

“Owners Policy” shall have the meaning set forth in Section 12(b).

“Party” or “Parties” shall have the meaning set forth in the Preamble.

“Permitted Encumbrances” shall mean (i) Encumbrances for utilities and current Taxes not yet due and payable relating to Purchased Property; (ii) any non-monetary Encumbrances or non-monetary impediments against any of the Purchased Property which do not, individually or in the aggregate, materially adversely affect the operation, ownership, use, marketability or the value of the Purchased Property or (iii) such other Encumbrances as set forth on Schedule 16; or which do not, individually or in the aggregate, create a payment obligation on Purchaser and do not materially adversely affect the ownership or use of the Purchased Property.

“Purchase Price” shall have the meaning set forth in Section 2.

“Purchased Property” shall have the meaning set forth in the Recitals.

“Purchaser” shall have the meaning set forth in the Preamble.

“Review Period” shall have the meaning set forth in Section 10(b).

“Sale” shall have the meaning set forth in Section 5.

“Seller” shall have the meaning set forth in the Preamble.

“Seller’s Broker” shall have the meaning set forth in Section 9(d).

“Schedule of Leases” shall have the meaning set forth in Section 9(e)(i).

“Scheduled Liens and Encumbrances” shall have the meaning set forth in Section 1.

“SNDA” shall have the meaning set forth in Section 18(b).

“Survey” shall have the meaning set forth in Section 6(c).

“Tax” and “Taxes” shall mean any and all taxes, charges, fees, tariffs, duties, impositions, levies or other assessments, imposed by any Governmental Body, and include any interest, penalties or additional amounts attributable to, or imposed upon, or with respect to, Taxes.

“Title Company” shall have the meaning set forth in Section 6(b).

17. Miscellaneous.

a. Casualty. Purchaser shall have the right to terminate this Agreement if the Purchased Property suffers damage prior to Closing from fire or other casualty where the cost of repair, as determined by a written estimate obtained by Seller and acceptable to Purchaser in its reasonable discretion, is equal to or greater than ten percent (10.00%) of the Purchase Price. If Purchaser elects to not terminate this Agreement as provided by this Section, and proceeds to Closing, then Purchaser may elect to: (a) reduce the Purchase Price by the foregoing estimated cost of repair, or (b) collect from Seller the amount of any insurance proceeds resulting from such damage plus a credit for the deductible. If the damage to the Purchased Property from fire or other casualty which occurs prior to Closing is less than ten percent (10.00%) of the Purchase Price, then Seller shall, at Seller’s sole cost and expense, make all such repairs necessary to restore the Purchased Property to the same or similar condition as it existed immediately prior to the damage. The Closing Date may be reasonably extended by the parties to allow time to make repairs under this Section.

b. Condemnation. If, prior to Closing, action is initiated or overtly threatened to take all or any portion of the Purchased Property, Purchaser may either (a) terminate this Agreement, whereupon the Good Faith Deposit shall be returned to Purchaser and neither party shall have any further rights or obligations pursuant to this Agreement, or (b) consummate the Closing, whereupon the award of the condemning authority shall be assigned to Purchaser at Closing, with no reduction, offset, or abatement in the Purchase Price.

c. Non-Recording. Neither this Agreement nor any memorandum thereof may be recorded by Purchaser in the Public Records of any County in the State of Illinois, and if this Agreement or any memorandum thereof is recorded by Purchaser, at the option of Seller the Agreement will become null and void by the act and fact of recording and Purchaser will forfeit the Good Faith Deposit.

d. Further Assurances. In addition to obligations elsewhere in this Agreement, each party will use its commercially reasonable efforts (i) to ensure that all

conditions to the other party's obligations to consummate the transactions contemplated by this Agreement have been satisfied (insofar as such matters are within such party's reasonable control) and (ii) to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper, or advisable under applicable Laws and regulations to consummate and make effective the transactions contemplated by this Agreement in a manner consistent with applicable Law.

e. Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties which are not set forth herein or therein. All prior negotiations, agreements, and understandings with respect to such subject matter are superseded hereby.

f. Signature; Effectiveness; Amendment and Severability. This Agreement may be executed or acknowledged in multiple counterparts, which taken together, shall constitute a single instrument and each of which shall be deemed an original. Signatures delivered by facsimile and/or other electronic means (e.g., in ".pdf" format) shall be deemed to be original and shall be binding for all purposes hereof. This Agreement is effective as of the date of execution of this Agreement by both parties. This Agreement may only be amended by a written agreement of the Seller and Purchaser.

g. Governing Law; Exclusive Jurisdiction. This Agreement shall be governed by and subject to the Laws of the State of Illinois, excluding its conflict of laws principles. Purchaser and Seller each consent to the exclusive jurisdiction of the state and federal courts of Illinois on all matters arising out of or relating to this Agreement.

h. Waiver. The failure of the Seller or Purchaser to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term or condition.

i. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 17(i):

in the case of Seller, to:	9501 W. 144th Place LLC
	20635 Abbey Woods Ct. N, #303
	Frankfort, IL 60423
	Attn: William Vander Velde III



with copy to: Harold D. Israel  
Goldstein & McClintock LLP  
208 South LaSalle Street, Suite 1750  
Chicago, Illinois 60604  
Fax: (312) 277-2310  
E-mail: [haroldi@goldmclaw.com](mailto:haroldi@goldmclaw.com)

and in case of Purchaser, to: Sierra Sphere, LLC  
Tina Zekich, Attorney  
9501 W. 144<sup>th</sup> Place, Unit 300-F  
Orland Park, IL 60462  
Attn: Ayman Abdulhadi, Manager

with copy to: Jim L. Stortzum  
Attorney at Law  
10725 W. 159th Street  
Orland Park, IL 60467  
Fax: (708) 349-6687  
E-mail: [jimstortzum@stortzumlaw.com](mailto:jimstortzum@stortzumlaw.com)

j. Enforcement. The parties agree that all costs incurred to enforce the terms of this Agreement, including, but not limited to, reasonable attorneys' fees and expenses, shall be paid by the party in violation of this Agreement to the non-violating party.

k. Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Agreement.

l. Assignment; Binding Effect. Except as expressly provided below, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by a party without the prior written consent of all of the parties to this Agreement. Notwithstanding the above, Purchaser may assign its right, interests and obligations under this Agreement to an entity controlled by or under common control with Purchaser without the Seller's prior written consent; provided that Sierra Sphere, LLC shall remain liable for any and all of the obligations of any such assignee under this Agreement notwithstanding such assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

m. Benefit. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators, and assigns any rights, remedies, obligations or Liabilities under or by reason of this Agreement.

n. Costs and Expenses. Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses

o. Headings. Any section or other headings used in this Agreement are for convenience only and shall not be used in interpreting any provision hereof.

p. Anti-Terrorism Law. Each party hereto represents and warrants to the other that such party is not, and is not acting, directly or indirectly, for or on behalf of, any person or entity named as a “specially designated national and blocked person” (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control, and that such party is not engaged in this transaction, directly or indirectly, on behalf of, and is not facilitating this transaction, directly or indirectly, on behalf of, any such person or entity. In addition, neither Purchaser nor Seller nor to the knowledge of Purchaser or Seller, any person holding a direct or indirect ownership interest in Purchaser or Seller is described in, covered by or specially designated pursuant to, or affiliated with any person described in, covered by or specially designated pursuant to, any Anti-Terrorism Law or any list issued by any department or agency of the United States of America in connection with any Anti-Terrorism Law. For purposes hereof, “Anti-Terrorism Law” shall mean Executive Order 13224, as amended; the International Emergency Economic Powers Act, 50 U.S.C. Sections 1701-06 et seq.; the Iraqi Sanctions Act, Pub.L. 101-513, 104 Stat. 2047-55; the United Nations Participation Act, 22 U.S.C. Section 287c; the Antiterrorism and Effective Death Penalty Act, Pub.L. 104-132, 110 Stat. 1214; the International Security and Development Cooperation Act, 22 U.S.C. Section 2349 aa-9; the Terrorism Sanctions Regulations, 31 C.F.R. Part 595; the Terrorism List Governments Sanctions Regulations, 31 C.F.R. Part 596; and the Foreign Terrorist Organizations Sanctions Regulations, 31 C.F.R. Part 597. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys’ fees and costs actually incurred) arising from or related to any breach of the foregoing representations and warranties by the indemnifying party, which indemnity shall survive the Closing until the expiration of any applicable statute of limitations.

18. Leases.

a. Seller shall request an estoppel certificate from each Tenant listed on Schedule 9(e) (collectively, the “Lessee Estoppels”) in substantially the form of Exhibit E. Seller shall use its best efforts to deliver to Purchaser at Closing “clean” (i.e., not containing any material discrepancies from any such Tenant’s Lease, or Seller’s representations hereunder) Lessee Estoppels, dated not less than thirty (30) days prior to Closing and at least five (5) days before the hearing for the Approval Order. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have the right to terminate this Agreement at any time prior to Closing if (i) the Bankruptcy Court does not approve the Assignment of the Leases to Purchaser, or (ii) Seller is unable to deliver Lessee Estoppels from each Tenant. In the event that the Bankruptcy Court does not approve the Assignment of the Leases to Purchaser or Seller is unable to deliver Lessee Estoppels from each Tenant, Purchaser shall have the right to terminate this Agreement.

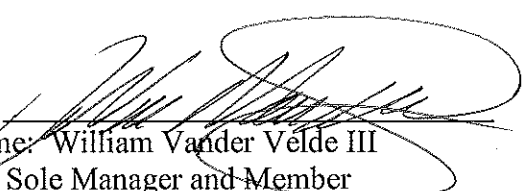
b. Upon Purchaser’s request, Seller shall send out the form of subordination, non-disturbance and attornment agreement provided by the Purchaser’s lender (each, an “SNDA”) in favor of the lender and on lender’s standard form, to tenants of commercial space leases requested by Purchaser, and Seller shall use commercially reasonable efforts to enable

lender to obtain a SNDA from such tenants (but without any obligation to pay any sums to any tenant, commence any legal proceedings or take other legal action).


19. Exclusivity. Subject to the approval of the Bankruptcy Court, Seller shall not solicit, entertain or discuss any other offers for the purchase of the Purchased Property for the period commencing on the day after the expiration of the Review Period (or such other date that Purchaser terminates the Review Period) through and including the Closing Date.

*[rest of page left intentionally blank]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

<b>SELLER:</b>  <b>9501 W. 144th Place LLC</b> , an Illinois limited liability company    By:  Name: William Vander Velde III Its: Sole Manager and Member	<b>PURCHASER:</b>  <b>Sierra Sphere, LLC</b> , an Illinois limited liability company    By: _____ Name: _____ Its: _____
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

<b>SELLER:</b>  <b>9501 W. 144th Place LLC</b> , an Illinois limited liability company  By: _____ Name: William Vander Velde III Its: Sole Manager and Member	<b>PURCHASER:</b>  <b>Sierra Sphere, LLC</b> , an Illinois limited liability company  By:  _____ Name: <u>Ayman Abdulhadi</u> Its: _____
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**SCHEDULE 1(a)**

**Scheduled Liens and Encumbrances**

1. Mortgage, Fixture Filing and Security Agreement with Assignment of Rents dated March 29, 2010 and recorded April 8, 2010 as document 1009812033 made by 9501 W. 144th Place, LLC to First Midwest Bank to secure a note for \$1,700,000.00.
2. Mortgage Modification recorded December 23, 2014 as Document Number 1435716074.
3. Mortgage Modification recorded March 31, 2015 as Document Number 1509019117.
4. Mortgage Modification recorded December 22, 2015 as Document Number 1535613056.
5. Mortgage Modification recorded January 29, 2016 as Document Number 1602934066.
6. Mortgage Modification recorded May 17, 2016 as Document Number 1613834069.
7. The annual tax sale as shown below and interest, penalties, costs and all charges, if any, accrued thereunder by reason of the payment of subsequent general taxes or special assessments:

Year: 2012

Date of sale: 8/4/2014

Amount: \$180,495.93

Penalty: 0.00%

Purchaser: Mtag Custcaz Creek Ill L.L.C.

**SCHEDULE 9(a)**

**Schedule of Pending Actions**

1. A pending court action as disclosed by a recorded notice, First Midwest Bank, plaintiff, 9501 W. 144<sup>th</sup> Place LLC; William Vander Velde III; 20635 Abbey Woods Court North LLC; Rotterdam Private Equities, LLC; George Venturella; Unknown owners and non record claimants, defendant, Cook, County, case no. 16CH07676, nature of action foreclosure of Mortgage recorded as Document No. 1009812033, recorded on June 8, 2016 as Document No. 1616045068.

**SCHEDULE 9(e)**

**Schedule of Leases**

<b>Tenant</b>	<b>Suite No.</b>	<b>Lease Commencement</b>	<b>Lease Expiration</b>	<b>Monthly Base Rent</b>	<b>Miscellaneous (CAM, Real Estate Taxes)</b>	<b>Security Deposit</b>
Fidelity National Title Company	100	8/1/16	8/31/21	\$3,706.58	\$0.00	\$0.00
Strategic Investment	101	12/1/11	12/31/20	\$6,670.00	\$0.00	\$0.00
Duffner Financial Group, Ltd.	103	4/1/12	6/30/18	\$5,123.62	\$0.00	\$2,310.99
Mohammad Ramadan	104	7/1/17	6/30/20	\$2,479.75	\$0.00	\$0.00
Budde Marketing System	200	11/1/15	9/30/21	\$4,350.00	\$0.00	\$0.00
Matthew N. Lulich, Ltd.	201	8/1/08	7/31/18	\$1,325.00	\$0.00	\$500.00
William R. Healy, CPA	202	9/1/09	8/31/17	\$2,279.23	\$0.00	\$3,835.40
Green Home Remodeling Inc.	204	4/1/16	3/31/18	\$1,550.00	\$0.00	\$1,850.00
Sosin & Arnold	205, 205A	2/1/11	4/30/22	\$9,262.93	\$0.00	\$0.00
Money Wise Financial Group	300A	9/1/15	8/31/17	\$800.00	\$0.00	\$800.00
Kelan Patel	300B	6/1/17	5/31/18	\$550.00	\$0.00	\$550.00
Sierra Nutritionis	300C	8/15/16	8/14/17	\$550.00	\$0.00	\$550.00
Jon Hamilton	300D, 300J	9/1/16	9/30/17	\$1,000.00	\$0.00	\$500.00
Tina M. Zekich PC	300F	4/1/16	3/31/17 (MTM)	\$850.00	\$0.00	\$850.00
Keller Williams	300G, 300I	10/1/15	9/30/17	\$1,650.00	\$0.00	\$750.00
'D' Construction	302	8/1/13	11/30/17	\$4,450.00	\$0.00	\$0.00
Premier Plus Realty, LLC	303	7/1/13	6/30/2016 (MTM)	\$870.00	\$0.00	\$600.00
Pinnacle Asset Management	304	8/1/17	7/31/22	\$4,013.33	\$0.00	\$4,013.33
United States of America	306	10/1/13	9/30/18	\$2,737.00	\$0.00	\$0.00



## **SCHEDULE 16**

### **Permitted Encumbrances**

1. Taxes not yet due and payable.
2. Grant of easement made by Chicago Title and Trust Company, as trustee under trust agreement dated May 12, 1982 and known as trust number 1081811 recorded June 22, 1987 as document 87338663 for a sewer line in, through, along and under the following premises: a 20 foot wide strip in the West 1/2 of the Northwest 1/4 of Section 10, Township 36 North, Range 12, East of the Third Principal Meridian whose longitudinal centerline is described as follows:

Beginning at a point in the South Line of the North 1141.70 feet of the said West 1/2 of the Northwest 1/4 of Section 10 that is 494.18 feet East of the West line of said West 1/2 Northwest 1/4 of Section 10, and running thence Southerly along a line perpendicular to said South Line of the North 1141.70 feet of the West 1/2 Northwest 1/4 of Section 10, a distance of 167 feet to a point; thence Southeasterly along a straight line to the point of intersection of the East and West centerline of said West 1/2 of the Northwest 1/4 of Section 10 and the Westerly Line of John Humphrey Drive (as dedicated) said point of intersection being the terminus of the herein described longitudinal centerline of the 20 foot wide easement for sanitary sewer, all in Cook County, Illinois.

3. Grant of easement recorded September 7, 1988 as document 88406473 made by Heritage Bremen Bank and Trust Company as Trustee Under Trust Agreement dated August 3, 1987 and known as trust number 87-3072 to the Commonwealth Edison Company over the West 10 feet of the North 116.75 feet and the West 20 feet of the South 15 feet of the North 131.75 feet of the Land.
4. 12 foot ingress and egress easement according to the Plat of Landmark Atrium Subdivision recorded March 9, 1990 as document 90107804 over the Easterly line of said Lot.
5. Water main easement over the West 10 feet of the North 116 feet of Lot 1 as shown on Plat of Landmark Atrium Subdivision recorded March 9, 1990 as document 90107804.
6. (A) Terms, provisions, and conditions relating to the easement described as Parcels 2 and 3 contained in the instrument creating said easement.

(B) Rights of the adjoining owner or owners to the concurrent use of said easement.

**EXHIBIT A**

**Legal Description –9501 W. 144th Pl., Orland Park, IL 60462**

**PARCEL 1:**

LOT 1 IN LANDMARK ATRIUM SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT FOR INGRESS AND EGRESS AND PARKING FOR THE BENEFIT OF PARCEL 1 AS CREATED BY FIRST AMENDMENT AND RESTATEMENT OF EASEMENT AGREEMENT AND RELEASE AND SPREADER OF MORTGAGE DATED NOVEMBER 2, 1993 AND RECORDED NOVEMBER 4, 1993 AS DOCUMENT NO. 93895766.

**PARCEL 3:**

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED ON PLAT OF SUBDIVISION RECORDED AS DOCUMENT NO. 90107804.

Permanent Real Estate Number(s): 27-10-100-090-0000

**Exhibit B**

**Form of Assignment of Leases**

**ASSIGNMENT AND ASSUMPTION OF LEASES**

**THIS ASSIGNMENT AND ASSUMPTION OF LEASES** (“**Assignment**”) is effective as of this \_\_\_\_ day of \_\_\_\_\_, 2017 (the “**Effective Date**”), between 9501 W. 144th Place LLC, an Illinois limited liability company (“**Assignor**”), and Sierra Sphere, LLC, an Illinois limited liability company or its designee (“**Assignee**”).

A. Assignor is the landlord under those certain leases set forth on Exhibit I-A attached hereto (the “**Leases**”), between Assignor, as landlord, and each of the tenants described in the leases (collectively, the “**Tenants**”), whereby Assignor leased to the Tenants’ the real property and improvements more commonly known as 9501 W. 144th Pl., Orland Park, IL 60462 (the “**Premises**”).

B. Assignor and Assignee entered into a Real Estate Purchase Agreement dated July \_\_\_\_, 2017 (the “**Purchase Agreement**”), as amended from time to time, whereby Assignor agreed to sell to Assignee and Assignee agreed to purchase from Assignor the Premises.

C. Pursuant to the Purchase Agreement, Assignor agreed to assign to Assignee and Assignee agreed to assume Assignor’s interest and obligations as landlord in, to and under each of the Leases

D. Assignor desires to assign to Assignee and Assignee desires to assume all of Assignor’s interest and obligations as landlord in, to and under each of the Leases.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement and the Leases, to all matters of record, to those matters set forth in any estoppel certificate delivered to Assignee, and to any other matters disclosed to or known by assignee with respect to the Leases and the Premises prior to the Effective Date, Assignor hereby assigns unto Assignee all of Assignor’s right, title, interest, responsibilities, liabilities and obligations in, to and under each of the Leases, from and after the Effective Date. Assignor represents and warrants to Assignee that: (a) Assignor has not assigned any of its right, title, interest responsibilities, liabilities or obligations under any of the Leases to any other party, and (b) Assignor has full power and authority to assign all of its right, title, interest, responsibilities and obligations under each of the Leases to Assignee by virtue of this Assignment.

2. Acceptance and Assumption. As of the Effective Date, Assignee hereby (a) accepts this assignment of all of Assignor’s rights, title, and interest under each of Leases; and (b) assumes and agrees to perform and observe all of the Assignor’s covenants, responsibilities, and obligations set forth in each of Leases from and after the Effective Date.

3. Indemnity. Assignee covenants and agrees to indemnify, defend and hold Assignor harmless for, from, and against any and all actions, suits, proceedings and claims, and all costs and expenses incurred in connection therewith (including reasonable attorneys' fees), arising out of or relating to the Leases. To Assignor's knowledge, Assignor is not aware of any claims from any tenants and or arising under any lease.

4. As-Is Assignment. Assignee acknowledges that the Leases are being assigned "AS IS", "WHERE IS" and not in reliance on any agreement, understanding, condition, warranty or representation made by Assignor or any agent or employee of Assignor as to the condition, enforceability or quality thereof, as to the rent or other amounts payable thereunder, or as to any other matter in connection therewith, and Assignee further acknowledges that neither Assignor nor any party acting on behalf of Assignor has made or shall be deemed to have made any such agreement, condition, representation or warranty. This is subject to the representations made in the Purchase Agreement.

5. Binding Effect. The Assignment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

6. Tenant's Obligations. Notwithstanding any other provision of this Assignment, this Assignment shall not be interpreted or construed as modifying, amending, terminating, limiting or affecting in any manner, and Assignor retains any and all claims or causes of action that Assignor may have concerning: (a) any of the Tenants' obligations and liabilities to Assignor which have accrued or arisen under the Leases prior to the Effective Date, including each of the Tenants' agreement to pay all costs, rents, expenses and obligations of every kind and nature relating to the Leases of the Premises or (b) any of Tenants' indemnification and hold harmless obligations to Assignor set forth in the Leases, if any (collectively, the "*Tenants' Obligations*"). Assignee acknowledges that this Assignment does not transfer, modify or affect any of the Tenants' Obligations in any way, all of which remain the obligations and liabilities of Tenants to Assignor.

7. Waiver of Jury Trial. ASSIGNOR AND ASSIGNEE, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS ASSIGNMENT. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

8. Governing Law; Submission to Jurisdiction. The laws of the State of Illinois (without giving effect to its conflicts of laws principles) shall govern all matters arising out of, in connection with or relating to this assignment. Any legal action or proceeding with respect to this Assignment shall be brought exclusively in the courts of the Cook County, Illinois or the United States Northern District of Illinois, and each party accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts; provided, however, that nothing in this Assignment shall limit or restrict that right of either party to commence any proceeding in the federal or state courts located in the state in which the Premises is located where the sole remedy sought is specific performance. Assignor and Assignee hereby

irrevocably waive any objection, including any obligation to the laying of venue or based on the grounds of forum non conveniens that either of the parties may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction.

9. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts of this Assignment that are delivered via facsimile or by other electronic means are authorized, and this Assignment shall be deemed executed when an executed counterpart hereof is transmitted by a party to the other party physically or via any electronic means.

*[rest of page left intentionally blank]*

IN WITNESS WHEREOF, the parties hereto have entered into Assignment as of the Effective Date.

ASSIGNOR:

9501 W. 144TH PLACE LLC, an Illinois limited liability company

By: \_\_\_\_\_  
Name: William Vander Velde III  
Its: Sole Manager and Member

ASSIGNEE:

SIERRA SPHERE, LLC, an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William Vander Velde III, the Sole Manager and Member of 9501 W. 144th Place LLC appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his own free and voluntary act of said entity, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of Sierra Sphere, LLC appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his own free and voluntary act of said entity, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Public

**EXHIBIT I-A**

**Assumed Leases**

1. Commercial Lease between Fidelity National Title Company, LLC and Seller dated April 5, 2016.
2. Commercial Lease between Strategic Investment Solutions, Inc., an Illinois corporation and Seller dated June 1, 2011 as amended by that certain First Amendment to Lease dated December 31, 2015.
3. Commercial Lease between Duffner Financial Group, Ltd. and Seller dated March 22, 2012 as amended by that certain First Amendment to Lease dated March 27, 2015.
4. Commercial Lease between Mohammad Ramadan and Seller dated May 12, 2017.
5. Commercial Lease between Budde Marketing Systems, Inc. and Seller dated August 31, 2015.
6. Commercial Lease between Matthew N. Lulich, Ltd. an Illinois Professional Services Corporation as successor in interest to Lulich & Goff Attorneys at Law, an Illinois partnership and Seller as successor in interest to Heritage Trust Company, as Trustee under Trust Agreement dated August 3, 1987 known as Trust No. 87-3072 dated May 15, 2008 as amended by that certain First Amendment to Lease dated July 23, 2013 and that certain Second Amendment to Lease dated July 31, 2015.
7. Commercial Lease between William R. Healy, CPA, PC, an Illinois Professional Corporation and Seller as successor in interest to Landmark Atrium Building, L.L.C. dated August 18, 2005 as amended by that certain First Amendment to Lease dated August 27, 2009, that certain Amendment to Lease dated August 23, 2014, that certain Amendment dated September 6, 2016 and that certain Second Amendment to Lease dated June 27, 2017.
8. Commercial Lease between Green Home Remodeling Inc. and Seller dated February 24, 2016.
9. Commercial Lease between Sosin, Arnold & Schoenbeck, Ltd. as successor in interest to Sosin, Arnold & Leibforth, Ltd. and Seller dated November 1, 2010 as amended by that certain First Amendment to Lease dated December 9, 2013 and that certain Second Amendment to Lease dated January 1, 2016.
10. Commercial Lease between MoneyWise Financial Group and Seller dated August 4, 2015 as amended by that Lease Extension dated August 12, 2016.
11. Commercial Lease between Kelan Patel and Seller dated May 25, 2017.



12. Commercial Lease between Sierra Nutritionis c/o Husam Dohal and Seller dated August 3, 2016.
13. Commercial Lease between Jon Hamilton and Seller dated October 6, 2016.
14. Commercial Lease between Tina M. Zerkich PC, an Illinois Professional Corporation and Seller dated March 14, 2016.
15. Commercial Lease between Rick Pulciani d/b/a The Rick Pulciani Real Estate Group and d/b/a Keller Williams and Seller dated September 6, 2016.
16. Commercial Lease between D Construction, Inc. and Seller dated July 30, 2013 as amended by that certain First Amendment to Lease dated December 5, 2015 and that certain Second Amendment to Lease dated June 28, 2017.
17. Commercial Lease between Premier Plus Realty, LLC and Seller dated July 22, 2013.
18. Commercial Lease between Pinnacle Asset Management and Seller dated June 6, 2017.
19. Commercial Lease between U.S. Government and Seller dated August 22, 2013.

## Exhibit C

### **Assignment Procedures**

9501 W. 144th Place LLC (“**Seller**”) have entered into that certain Purchase and Sale Agreement (the “**Agreement**”), dated as of July \_\_\_\_, 2017, with Sierra Sphere, LLC or its designee (“**Purchaser**”) for the sale (the “**Sale**”) of the real estate and personal property located at 9501 W. 144th Pl., Orland Park, IL 60462 (the “**Property**”), and the assignment of certain contracts and leases related thereto. Seller is currently soliciting other higher or better bids for the Sale of the Property. The following procedures (the “**Assignment Procedures**”) relating to the assumption and assignment to Purchaser of certain unexpired leases by Seller as contemplated by the Agreement (the “**Assumed Leases**”), including procedures for providing notice to tenants to such Assumed Leases (each, a “**Tenant**”).

1. Assumed Leases. Pursuant to the Agreement, the Assumed Leases consist of certain and unexpired leases for the Property designated to be assumed by Seller and assigned to Purchaser.<sup>1</sup>

2. Notice of Assumed Leases. Within five (5) business days after the execution of the Agreement, Seller will serve by first class mail an omnibus notice (the “**Assignment Notice**”) on each Tenant to the Assumed Leases, at the last known address available to Seller. The Assignment Notice shall include an exhibit that (i) identifies the name and address of the Tenant, (ii) identifies the specific Assumed Leases being assumed and assigned, (iii) identifies the premises relating to the Assumed Leases, and (iv) the cure amount asserted by Seller that is necessary to cure any default under the relevant Assumed Leases pursuant to section 365 of the Bankruptcy Code (the “**Cure Amount**”). Further, the Assignment Notice shall include (i) a description of Purchaser and a statement as to Purchaser’s ability to perform the Seller’s obligations under the Assumed Leases (“**Purchaser’s Adequate Assurance**”) and (ii) the date of the hearing to approve the Sale. To the extent that any interested party does not timely serve an objection as set forth above, such party will be deemed to have agreed that the Purchaser has provided adequate assurance of future performance within the meaning of section 365(b)(1)(C) of the Bankruptcy Code.

3. Objections. To the extent that any interested party wishes to object (an “**Objection**”) to any matter pertaining to the assumption and assignment of an Assumed Leases, including without limitation Purchaser’s Adequate Assurance or the Cure Amount designated in the Assignment Notice, then such interested party must file a written objection with the Bankruptcy Court no later than \_\_\_\_, 2017 at 5:00 p.m. CST (the “**Objection Deadline**”), and simultaneously serve such an Objection on the following parties (the “**Notice Parties**”): (a) Seller’s counsel; (b) counsel to any of the secured creditors; (c) the Office of the United States Trustee for the Northern District of Illinois; and (e) Purchaser so that it is **actually received** by the Objection Deadline. To the extent that any party in interest does not timely serve an Objection as set forth above, such party will be deemed to have (i) consented to the assumption and assignment of the applicable Assumed Leases; (ii) agreed that Purchaser has provided

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<sup>1</sup> Capitalized terms used but not defined herein have the meanings assigned thereto in the Agreement.

adequate assurance of future performance within the meaning of section 365(b)(1)(C) of the Bankruptcy Code; and (iii) consented to the relevant Cure Amount, if any.

4. Resolution and Adjudication of Objections. Upon filing of an objection by a Tenant, Seller and/or Purchaser will contact the objecting Tenant to consensually resolve any timely served objection. If Seller and/or Purchaser are unable to resolve an objection in response to the Assignment Notice, to the extent such objections (each an “**Adequate Assurance Objection**”) relate to the adequate assurance of future performance by Purchaser, such objections will be heard at a hearing to be scheduled by the Court (the “**Cure Objection Hearing**”). In the event an objection relates solely as to a Cure Amount (a “**Cure Objection**”), then such objecting Tenant will be deemed to consent to the assumption of unexpired lease and its assignment to Purchaser, notwithstanding such objection. In the event Seller and/or Purchaser are unable to resolve the Cure Objection prior to the Cure Objection Hearing, Purchaser may elect not to request assumption and assignment of the related unexpired lease as part of the Sale. On or as promptly after the Closing as practical, the Cure Amounts to which no objections have been filed, or to which Purchaser and applicable Tenant has agreed as to the allowed Cure Amount(s), shall be paid by Purchaser. Payment of the undisputed Cure Amounts shall be deemed to discharge the obligation of Seller and Purchaser to (i) cure any defaults under the Assumed Leases; and (ii) compensate, or provide adequate assurance that Seller will promptly compensate, any non-debtor party to the Assumed Leases for any actual pecuniary loss resulting from any default thereunder. Pursuant to section 365(k) of the Bankruptcy Code, Seller shall have no liabilities for any claims arising or relating to or accruing post-closing under any of the Assumed Leases.

5. **Reservation of Rights.** Seller’s decision to assume and assign any of the Assumed Leases is subject to Court approval and consummation of the Sale. Accordingly, Purchaser shall be deemed to have assumed and assigned the Assumed Leases ultimately identified under the Agreement as of and effective only upon the Closing (as defined in the Agreement). Absent a Closing that includes such Assumed Leases, each of the Assumed Leases shall be deemed neither assumed nor assigned/subleased and shall in all respects be subject to subsequent assumption or rejection by Seller under the Bankruptcy Code. Purchaser shall have no rights in and to a particular unexpired lease until such time as the particular unexpired lease is assumed and assigned in accordance with the procedures set forth herein. Under no circumstances will Seller be deemed to have assumed an unexpired lease without a corresponding assignment of such an unexpired lease to Purchaser pursuant to the terms of the Agreement.

**Exhibit D**

**Form of Special Warranty Deed**

**Prepared By:**

Goldstein & McClintock LLP  
208 S. LaSalle Street, Ste. 1750  
Chicago, Illinois 60604  
Attn: Harold D. Israel, Esq.

**After Recording Mail To:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*This space reserved for Recorder's use only.*

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2017, between 9501 W. 144th Place LLC, whose address is 20635 Abbey Woods Ct. N, #303, Frankfort, IL 60423 created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, (the "Grantor"), and \_\_\_\_\_, an \_\_\_\_\_, whose address is \_\_\_\_\_ (the "Grantee"),

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100ths DOLLARS (\$10.00) and good and other valuable consideration in hand paid by the party of the second part, the receipt whereof is hereby acknowledged by these presents does GRANT, SELL, REMISE, RELEASE, ALIEN AND CONVEY unto the Grantee, and to its heirs and assigns, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois, to wit: (see legal description set forth on Exhibit 1 attached hereto).

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the below described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said real estate as described on Exhibit 1 attached hereto, with the appurtenances, unto the Grantee, its successors and assigns forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its successors or assigns, that it has not done or suffered to be done, anything whereby the said real estate hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND FOREVER DEFEND, the

said real estate, against all persons lawfully claiming, or to claim the same, by through, or under it, subject to: the matters set forth on Exhibit 2 attached hereto and made a part hereof.

IN WITNESS WHEREOF, said party of the first part has caused its name to be signed to these presents by its authorized agent, the day and year first above written.

GRANTOR:

9501 W. 144TH PLACE LLC, an Illinois limited liability  
company

By: \_\_\_\_\_

Name: William Vander Velde III

Its: Sole Manager and Member

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William Vander Velde III, the Sole Manager and Member of 9501 W. 144th Place LLC appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his own free and voluntary act of said entity, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Public

Send Subsequent Tax Bills to:

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**Exhibit 1**

**LEGAL DESCRIPTION**

**PARCEL 1:**

LOT 1 IN LANDMARK ATRIUM SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT FOR INGRESS AND EGRESS AND PARKING FOR THE BENEFIT OF PARCEL 1 AS CREATED BY FIRST AMENDMENT AND RESTATEMENT OF EASEMENT AGREEMENT AND RELEASE AND SPREADER OF MORTGAGE DATED NOVEMBER 2, 1993 AND RECORDED NOVEMBER 4, 1993 AS DOCUMENT NO. 93895766.

**PARCEL 3:**

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED ON PLAT OF SUBDIVISION RECORDED AS DOCUMENT NO. 90107804.

Permanent Real Estate Number(s): 27-10-100-090-0000

Address of Real Estate: 9501 W. 144th Pl., Orland Park, IL 60462

**Exhibit 2**

**PERMITTED ENCUMBRANCES**

1. Taxes not yet due and payable
2. Grant of easement made by Chicago Title and Trust Company, as trustee under trust agreement dated May 12, 1982 and known as trust number 1081811 recorded June 22, 1987 as document 87338663 for a sewer line in, through, along and under the following premises: a 20 foot wide strip in the West 1/2 of the Northwest 1/4 of Section 10, Township 36 North, Range 12, East of the Third Principal Meridian whose longitudinal centerline is described as follows:

Beginning at a point in the South Line of the North 1141.70 feet of the said West 1/2 of the Northwest 1/4 of Section 10 that is 494.18 feet East of the West line of said West 1/2 Northwest 1/4 of Section 10, and running thence Southerly along a line perpendicular to said South Line of the North 1141.70 feet of the West 1/2 Northwest 1/4 of Section 10, a distance of 167 feet to a point; thence Southeasterly along a straight line to the point of intersection of the East and West centerline of said West 1/2 of the Northwest 1/4 of Section 10 and the Westerly Line of John Humphrey Drive (as dedicated) said point of intersection being the terminus of the herein described longitudinal centerline of the 20 foot wide easement for sanitary sewer, all in Cook County, Illinois.

3. Grant of easement recorded September 7, 1988 as document 88406473 made by Heritage Bremen Bank and Trust Company as Trustee Under Trust Agreement dated August 3, 1987 and known as trust number 87-3072 to the Commonwealth Edison Company over the West 10 feet of the North 116.75 feet and the West 20 feet of the South 15 feet of the North 131.75 feet of the Land.
4. 12 foot ingress and egress easement according to the Plat of Landmark Atrium Subdivision recorded March 9, 1990 as document 90107804 over the Easterly line of said Lot.
5. Water main easement over the West 10 feet of the North 116 feet of Lot 1 as shown on Plat of Landmark Atrium Subdivision recorded March 9, 1990 as document 90107804.
6. (A) Terms, provisions, and conditions relating to the easement described as Parcels 2 and 3 contained in the instrument creating said easement.  
  
(B) Rights of the adjoining owner or owners to the concurrent use of said easement.



**Exhibit E**

**Form of Estoppel Certificate**

**TENANT ESTOPPEL**

ATTORNEY OFFICE  
ADDRESS  
CITY STATE ZIP  
ATTENTION: ATTORNEY NAME

**Re: 9501 W. 144th Pl., Orland Park, IL 60462**

Lease (the "**Lease**") dated \_\_\_\_\_ between 9501 W. 144th Place LLC ("**Landlord**"), and \_\_\_\_\_ ("**Tenant**"), (collectively, for real property and building commonly known as 9501 W. 144th Pl., Orland Park, IL 60462 ("**Property**").

Ladies and Gentlemen,

Tenant understands that Landlord intends to sell the Property. Tenant presently leases the Property pursuant to the Lease, and, in connection with the forgoing, Tenant does hereby certify to Landlord as follows:

1. A complete copy of the Lease is attached hereto as Exhibit A.
2. The Lease is unmodified and in full force and effect (or if there have been modifications, the Lease is in full force and effect as modified, and the modifications are included as a part of the Lease attached hereto as Exhibit A).
3. Base rental currently payable pursuant to the Lease is \$\_\_\_\_\_ per month, and is due and payable on the \_\_\_\_\_ day of each month. Tenant has also deposited a security deposit with the Landlord in the amount of \$\_\_\_\_\_.
4. The Tenant has paid base rental, additional rental, and other charges required to be paid by the Tenant under the Lease through and including \_\_\_\_\_.
5. The Tenant has no knowledge of any defaults under the Lease by the Landlord/Lessor and no knowledge of any circumstances that, through the giving of notice, the passage of time, or both, would result in a default by the Landlord/Lessor under the Lease.
6. The current term of the Lease commenced on \_\_\_\_\_ and expires on \_\_\_\_\_.
7. The Tenant has \_\_\_\_\_ options of \_\_\_\_\_ years each to extend the term of the Lease beyond the expiration of its current term, none of which options have yet been exercised (or, if exercised, please identify the date and method of such exercise: \_\_\_\_\_).

8. The Tenant has accepted possession of the Premises (as defined in the Lease) and is currently occupying the Premises pursuant to the Lease.
9. Any and all improvements to the Premises required by the Lease to be furnished or installed by the Landlord/Lessor have been completed in all respects.
10. The Tenant has not stored, used, generated, or disposed of any hazardous or toxic waste or substance at or from the Premises in violation of any environmental law, and the Tenant is not in violation of any environmental law with respect to or affecting the Premises.
11. The Tenant does not currently contemplate making an assignment for the benefit of creditors and is not contemplating commencement of a proceeding seeking protection from creditors pursuant to the United States Bankruptcy Code or any other similar federal or state law providing for relief from creditors in general.
12. The Tenant has no knowledge of any facts or circumstances that will or may entitle the Tenant to a setoff, moratorium, or other defense to its obligation to pay base rental, additional rental, and/or other charges payable by the Tenant pursuant to the Lease.
13. The Tenant has no knowledge of any facts or circumstances that might reasonably prevent the Tenant from fulfilling its obligations under the Lease.
14. The undersigned has full, actual authority to execute this Estoppel Certificate on behalf of the Tenant and to deliver it to the Landlord.

The foregoing Certificate is given to the Landlord with the intent that the matters set forth above may be relied on by the Landlord, the Landlord's affiliates, and any other party obtaining, or seeking to obtain the Property.

IN WITNESS WHEREOF, this Estoppel Certificate is executed as the free, voluntary, and duly authorized act of the undersigned, on behalf of the Tenant, for the purposes set forth herein effective as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TENANT:

\_\_\_\_\_

BY: \_\_\_\_\_

SUBSCRIBED and SWORN to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (“**Amendment**”) is entered into on the 4th day of August, 2017 (the “**Effective Date**”), by and between SIERRA SPHERE, LLC, an Illinois limited liability company or its assignee or designee (“**Purchaser**”), and 9501 W. 144TH PLACE LLC, an Illinois limited liability company (“**Seller**”); collectively the “**Parties**” and each a “**Party**.”

### RECITALS

WHEREAS, Purchaser and Seller entered into that certain Real Estate Purchase Agreement dated July 7, 2017 (the “**Purchase Agreement**”);

WHEREAS, Purchaser has requested an extension of the review period set forth in Section 9(b) of the Purchase Agreement; and

WHEREAS, Purchaser and Seller desire to amend the Purchase Agreement as set forth herein to reflect the extension of the review period.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definition. Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Purchase Agreement.

2. Amendment to Purchase Agreement. The first phrase prior to the comma in Section 10(b) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

“During the period commencing on the date of this Agreement and expiring on the close of business on August 15, 2017 (the “**Review Period**”),”

3. Entire Agreement; Binding Effect. This Amendment, together with the Purchase Agreement (along with the Schedules, and the other agreements, documents and instruments executed at the Closing) sets forth the entire integrated understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, representations, understandings and other communications, whether written or verbal, with respect to the subject matter hereof. This Amendment may not be modified, amended or terminated except in a writing signed by all of the Parties.

4. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute the same instrument. Copies (electronic or otherwise) of signatures to this Amendment shall be deemed to be originals and may be relied on to the same extent as the originals.

5. Governing Law and Rules of Construction. This Amendment is being made in and shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

6. Severability. Should any terms, provision or clause hereof or of any other agreement or document which is required by this Amendment be held to be invalid, such invalidity shall not affect or render invalid any other provisions or clauses hereof or thereof, the consideration or mutuality of which can be given effect without such invalid provision, and all of which shall remain in full force and effect. If any provision of this Amendment is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable under applicable law.

7. Headings. The headings to the sections of this Amendment are inserted for convenience and reference only and are not intended to define or limit the substance of any section.

8. Effectiveness of Amendment. This Amendment shall be effective upon execution hereof.

*[rest of page left intentionally blank]*

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date.

**SELLER:**

**9501 W. 144TH Place, LLC**, an Illinois  
limited liability company

By: 

Name: William Vander Velde III  
Its: Sole Manager and Member

**PURCHASER:**

**Sierra Sphere, LLC**, an Illinois limited  
liability company

By: 

Name: Ayman Abdulhadi  
Its: His Agent

## SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (“**Second Amendment**”) is entered into on the 18th day of September, 2017 (the “**Effective Date**”), by and between SIERRA SPHERE, LLC, an Illinois limited liability company or its assignee or designee (“**Purchaser**”), and 9501 W. 144TH PLACE LLC, an Illinois limited liability company (“**Seller**”); collectively the “**Parties**” and each a “**Party**.”

### RECITALS

WHEREAS, Purchaser and Seller entered into that certain Real Estate Purchase Agreement dated July 7, 2017, as amended by that First Amendment to Real Estate Purchase Agreement dated August 4, 2017 (the “**Purchase Agreement**”);

WHEREAS, Purchaser informed Seller in a letter (the “**Termination Letter**”) dated August 15, 2017 that it was terminating the Purchase Agreement;

WHEREAS, on or about September 13, 2017, Purchaser informed Seller of its desire to withdraw the Termination Letter;

WHEREAS, Purchaser and Seller desire to amend the Purchase Agreement as set forth herein to reflect the withdrawal of the Termination Letter, to reduce the purchase price, increase the deposit and reflect the other agreements of the parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Termination Letter. The Termination Letter is hereby withdrawn in all respects.
2. Definitions. Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Purchase Agreement.
3. Amendments to Purchase Agreement.
  - a. Section 3 of the Purchase Agreement is hereby amended and restated in its entirety as follows:

“2. Purchase Price. Purchaser’s offer for the Purchased Property is Three Million Five Hundred Thousand Dollars (\$3,500,000.00) (the “**Purchase Price**”) which shall be payable in cash at the Closing.”

b. Section 3 of the Purchase Agreement is hereby amended and restated in its entirety as follows:

“3. Deposit. Within two (2) Business Days after the execution date and delivery of this Agreement by the parties hereto, Purchaser shall deliver to the Seller an amount in cash in immediately available funds equal to the amount of \$400,000 (the “**Good Faith Deposit**”) to a joint strict order escrow with the title company for the benefit of the parties hereto by the Seller in accordance with the terms hereof. The Good Faith Deposit shall be applied to the Purchase Price at Closing. If the Closing fails to occur because Purchaser breaches this Agreement, then the Seller is hereby authorized and entitled to retain the Good Faith Deposit. If the Closing fails to occur for any reason other than Purchaser’s breach of this Agreement, the Good Faith Deposit shall be refunded to Purchaser as its sole and exclusive remedy for any failure or termination of this Agreement, within three (3) Business Days of the date this Agreement is terminated pursuant to Section 14 hereof.”

c. The last sentence of Section 5 of the Purchase Agreement is hereby amended and restated in its entirety as follows:

“The Closing Date shall be no sooner than forty (40) days after the date of this Second Amendment and no later than sixty (60) days after the date of this Second Amendment.”

d. The first sentence of Section 8(a) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

“Seller shall pay all commissions due and owing Seller’s Broker and/or Purchaser’s Broker (Purchaser’s Broker’s commission shall be \$50,000), as applicable, in connection with the execution and/or consummation of this Agreement.

e. Section 8(b) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

“b. Real Estate Taxes and Other Prorations. Real estate taxes will be prorated as of the Closing Date. The valuation shall be based on 105% of the most recent ascertainable tax data at the time of Closing. Real estate taxes through and until the Closing Date will be the responsibility of the Seller. From and after the Closing Date, all taxes, assessments, maintenance, utilities and expenses related to the Purchased Property shall become the sole responsibility of Purchaser. In addition, Seller has filed a tax appeal regarding reassessment with respect to 2017 taxes and shall escrow \$54,000 at Closing for the benefit of the Seller until the amount of the refund and reduction are determined (if such refund and reduction have not been resolved prior to Closing), such \$54,000 representing the approximate difference

between the highest proration and the expected refund of taxes. All security deposits from the Tenants held by Seller pursuant to the Leases will be paid to Purchaser in the form of a credit against the Purchase Price at Closing. As set forth in Section 9(e)(iv), there are certain prepaid rents under the Leases that will be paid to Buyer as a credit against the Purchase Price at the time of Closing. Seller agrees to instruct its real estate tax attorney to continue prosecuting the assessment challenge after Closing.”

4. Review Period. The Purchaser hereby acknowledges and agrees that the Review Period has terminated and that Purchaser has no right to (i) a return of the Good Faith Deposit under Section 10 of the Purchase Agreement; and (ii) terminate the Purchase Agreement pursuant to Sections 10(b) or 10(c) of the Purchase Agreement.

5. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that, as of the date hereof, the Representations and Warranties set forth in Section 9 of the Purchase Agreement remain true, correct and complete in all material respects.

6. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that, as of the date hereof, the Representations and Warranties set forth in Section 11 of the Purchase Agreement remain true, correct and complete in all material respects.

7. Entire Agreement; Binding Effect. This Second Amendment, together with the Purchase Agreement (along with the Schedules, and the other agreements, documents and instruments executed at the Closing) sets forth the entire integrated understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, representations, understandings and other communications, whether written or verbal, with respect to the subject matter hereof. This Second Amendment may not be modified, amended or terminated except in a writing signed by all of the Parties.

8. Counterparts. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute the same instrument. Copies (electronic or otherwise) of signatures to this Second Amendment shall be deemed to be originals and may be relied on to the same extent as the originals.

9. Governing Law and Rules of Construction. This Second Amendment is being made in and shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

10. Severability. Should any terms, provision or clause hereof or of any other agreement or document which is required by this Second Amendment be held to be invalid, such invalidity shall not affect or render invalid any other provisions or clauses hereof or thereof, the



consideration or mutuality of which can be given effect without such invalid provision, and all of which shall remain in full force and effect. If any provision of this Second Amendment is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable under applicable law.

11. Headings. The headings to the sections of this Second Amendment are inserted for convenience and reference only and are not intended to define or limit the substance of any section.

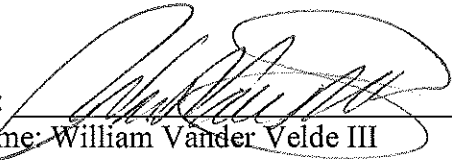
12. Effectiveness of Amendment. This Second Amendment shall be effective upon execution hereof.

*[rest of page left intentionally blank]*

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the Effective Date.

**SELLER:**

**9501 W. 144TH Place, LLC**, an Illinois limited liability company

By:   
Name: William Vander Velde III  
Its: Sole Manager and Member

**PURCHASER:**

**Sierra Sphere, LLC**, an Illinois limited liability company

By: \_\_\_\_\_  
Name: Ayman Abdulhadi  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as  
of the Effective Date.

**SELLER:**

**9501 W. 144TH Place, LLC**, an Illinois  
limited liability company

By: \_\_\_\_\_  
Name: William Vander Velde III  
Its: Sole Manager and Member

**PURCHASER:**

**Sierra Sphere, LLC**, an Illinois limited  
liability company

By: \_\_\_\_\_  
Name: Ayman Abdulhadi  
Its: Member

9/19/17