

5/7/2012

42-R-12

A RESOLUTION

Authorizing the City Manager to Execute an Assignment and Assumption of a Purchase Agreement for the Real Property at 1600 Foster Avenue, Evanston, Illinois 60201

WHEREAS, the City of Evanston seeks to acquire real property located at 1600 Foster Avenue, Evanston, Illinois 60201 and legally described on Exhibit "A", which is incorporated herein by reference (the "Subject Property"); and

WHEREAS, the Subject Property is owned by Bishop Freeman Limited Partnership, an Illinois limited partnership (the "Bishop"); and

WHEREAS, Bishop entered into an real estate option agreement with Brinshore Development, L.L.C., an Illinois limited liability company on or about April 25, 2012 (the "Option Agreement"); and

WHEREAS, the Option Agreement provides that Brinshore Development, L.L.C. has the right to exercise an option to purchase the Subject Property and that upon the exercise of such option, Brinshore Development, L.L.C. and Bishop will execute a purchase agreement with respect to the Subject Property (the "Purchase Agreement");

WHEREAS, on September 14, 2010 the City and Brinshore Development, L.L.C. entered into a redevelopment agreement regarding the Neighborhood Stabilization Program 2 Grant Number B-09-LN-IL-0026 and subsequently on January 10, 2012, the parties executed a First Amendment to the Redevelopment Agreement to address the development of this Subject Property (collectively the "Redevelopment Agreement");

WHEREAS, the acquisition of the Subject Property is necessary to further the objectives of the Redevelopment Agreement; and

WHEREAS, the City Council of the City of Evanston has determined that City ownership of the aforesaid Subject Property is necessary, appropriate, required, and in the best interests of the City of Evanston to facilitate said Redevelopment Agreement; and

WHEREAS, the City Council has determined that the best interests of the City of Evanston would be served by taking an assignment of the Purchase Agreement of said Subject Property from Brinshore Development, L.L.C. in the event Brinshore Development, L.L.C. exercises the option; and

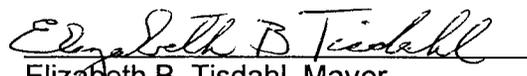
WHEREAS, the City Manager recommends that the City Council hereby approve the assignment of the Purchase Agreement on terms consistent with the Assignment and Assumption Agreement, attached hereto as Exhibit "B" and incorporated herein by reference (hereinafter, the "Assignment"); and

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The City Manager is hereby authorized and directed to sign the Assignment and Assumption Agreement between the City and Brinshore Development, L.L.C.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of said lease as he may determine to be in the best interests of the City.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: May 14, 2012

EXHIBIT A

Legal Description

LOT A IN PLAT OF CONSOLIDATION OF LOTS 1 TO 8 IN BLOCK 6 IN MCNEILL'S ADDITION TO EVANSTON, AND PARTS OF LOTS 12 TO 16 IN BLOCK 4 IN GRANT AND JACKSON'S ADDITION TO EVANSTON, IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Parcel Number: 10-13-209-021-0000

Real Estate Address: 1600 Foster Avenue, Evanston, Illinois 60201

EXHIBIT B

Assignment and Assumption Agreement



**ASSIGNMENT AND ASSUMPTION OF
PURCHASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT (the "Assignment") is made as of _____, 2012, by and between Brinshore Development, LLC, an Illinois limited liability company ("Assignor") and The City of Evanston, a home rule unit of government located in Cook County, Illinois ("Assignee").

RECITALS

- A. Assignor is the purchaser under that certain Purchase Agreement between Assignee and Bishop Freeman Co., an Illinois limited partnership dated _____, 2012 (the "Contract") relating to real property commonly known as 1600 Foster Avenue, Evanston, Illinois. The Contract is attached as Exhibit "A" and all terms are incorporated herein by reference.
- B. Assignor desires to assign its interest in the Contract to Assignee and Assignee desires to assume and perform the obligations of Assignor under the Contract.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Assignor and Assignee agree as follows:

- 1. Recitals and Definitions. The Recitals and definitions set forth above constitute an integral part of the Agreement and are hereby incorporated by this reference with the same force and effect as if set forth herein as the agreements of the parties. All capitalized terms defined in the Contract that are not defined herein shall have the meaning ascribed to such terms under the Contract.
- 2. Assignment. Assignor agrees to assign, sell, grant, transfer, convey, relinquish and set over to Assignee all of its right, title and interest in and to the Contract.
- 3. Assumption. Assignee agrees to assume the liabilities of Assignor under the Contract and agrees to perform the obligations of Assignor, as purchaser under the Contract.
- 4. Choice of Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.
- 5. Counterparts. This Assignment may be executed in two or more counterparts each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[Signatures on follow page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first written above.

ASSIGNOR:

Brinshore Development, LLC,
an Illinois limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

The City of Evanston
a home rule unit of government located in Cook County, Illinois

By: _____

Name: _____

Title: _____

EXHIBIT A
PURCHASE AGREEMENT

PURCHASE AGREEMENT

This Purchase Agreement is made as of the _____ day of _____, 2012, **BISHOP FREEMAN LIMITED PARTNERSHIP**, an Illinois limited partnership, whose address is 810 Croftbridge Road, Highland Park, Illinois (“**Seller**”) and **BRINSHORE DEVELOPMENT, L.L.C.**, an Illinois limited liability company, whose address is 666 Dundee Road, Suite 1102, Northbrook, Illinois (“**Purchaser**”).

Seller and Purchaser previously entered into that certain Option Agreement dated as of May 8, 2010, as amended from time to time (the “**Original Option**”). The parties subsequently amended and restated the Original Option in accordance with that certain Option Agreement dated _____, 2012 (the “**Option Agreement**”). Purchaser has now exercised the Option in accordance with the Option Agreement with respect to the Option Property (as hereinafter defined). All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Option Agreement.

Purchaser desires to purchase certain property owned by Seller, and Seller desires to sell such property to Purchaser pursuant to the terms and conditions set forth in this Agreement.

Accordingly, Seller and Purchaser agree as follows:

ARTICLE 1

Definitions.

The following terms shall have the meanings set forth below:

1.1 Affiliate. A person or business entity, corporate or otherwise, that directly or indirectly through one or more intermediaries, controls or is controlled by or is under control with Purchaser. The word “control” means the right and power, direct or indirect, to direct or cause the direction of the management and policies of a business entity, corporation or otherwise.

1.2 Agreement. This Agreement, including the following exhibits attached hereto and hereby made a part hereof:

- Exhibit A: Legal Description of Land
- Exhibit B: Form of Deed
- Exhibit C: Form of Bill of Sale
- Exhibit D: Form of Re-Certification of Representations and Warranties
- Exhibit E: Notice of Termination

1.3 Article. An article of this Agreement.

1.4 Closing. Concurrently, the transfer of title to the Property to Purchaser, the payment to Seller of the Purchase Price, and the performance by each party of the other obligations on its part then to be performed, all in accordance with Article 4.

1.5 Closing Date. The date on which the Closing shall occur as provided in Section 4.1.

1.6 Commitment. The title insurance commitment with respect to the Property described in Section 5.1.1.

1.7 Effective Date. The date of the mutual execution and delivery of this Agreement.

1.8 Executory Period. The period between the Effective Date and the Closing.

1.9 Improvements. All buildings, structures, fixtures and improvements currently located on the Land including, but not limited to, the foundations and footings therefor, elevators, plumbing, air conditioning, heating, ventilating, mechanical, electrical and utility systems, signs and light fixtures, doors, windows, fences, parking lots, walks and walkways and each and every other type of physical improvement to the extent owned, in whole or in part, by Seller, located at, on or affixed to the Land and, to the fullest extent such items constitute or are or can or may be construed as realty under the laws of the State of Illinois.

1.10 Land. The real property located at 1600 Foster Avenue, Evanston, Illinois, more particularly described on Exhibit A together with all of the estate, right, title and interest of Seller in and to any land lying in the beds of any streets, roads or avenues, open or proposed, public or private, and all easements, rights, licenses, privileges, rights-of-way, strips and gores, mineral rights, air development rights, rights of ingress and egress, hereditaments and such other real property rights and interests appurtenant to the foregoing, and all right, title and interest of Seller in and to any unpaid award for the taking by eminent domain of any part of the such land or for damage to such land by reason of a change of grade of any street.

1.11 Permitted Exceptions. The easements, restrictions, reservations and other matters affecting title to the Property, if any, as may be determined to be Permitted Exceptions pursuant to Section 5.2.

1.12 Personal Property. All personal property used in connection with the maintenance operation, ownership or management of the Real Property.

1.13 Property. The Land, the Improvements and the Personal Property, collectively.

1.14 Purchase Price. The purchase price for the Property described in Section 3.1.

1.15 Survey. The survey of the Property described in Section 5.1.2.

1.16 Title Company. Greater Illinois Title.

1.17 Title Evidence. The title evidence with respect to the Property described in Section 5.1.1.

1.18 Title Policy. An ALTA (2006) Standard Form B Owner's Title Insurance Policy issued by the Title Company, dated the Closing Date, in the full amount of the Purchase Price, showing fee simple title to the Land and Improvements in the name of Purchaser subject only to

the standard exclusions from coverage contained in such policy and the Permitted Exceptions, with extended coverage over the general exceptions and including the following endorsements: Access, Survey, Tax Parcel, Utility Facility, Contiguity, Owner's Comprehensive and Subdivision. All such endorsements, other than extended coverage, shall be obtained by Purchaser, at Purchaser's sole expense. The failure of Purchaser to obtain any of such endorsements, through no fault of Seller, shall not be deemed a default by Seller hereunder.

ARTICLE 2

Purchase and Sale.

2.1 Purchase and Sale. Seller hereby agrees to sell, and Purchaser hereby agrees to purchase, upon and subject to the terms and conditions hereinafter set forth, the Property.

2.2 Neighborhood Stabilization Program. The Seller and Purchaser acknowledge that the transaction contemplated pursuant to this Agreement is intended to be consummated using federal funds distributed as part of the emergency assistance for the redevelopment of abandoned and foreclosed homes under Section 2301 et seq. of Title 3 of Division B of the Housing and Economic Recovery Act of 2008, as amended by the American Recovery and Reinvestment Act of 2009, H.R. 1, as may be further amended and supplemented from time to time (collectively, the "Act") and the Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Grantees under the Housing and Economic Recovery Act, 2008 issued by the Department of Housing and Urban Development ("HUD") and found at the Federal Register/Vol. 73, No. 194/October 6, 2008/Notices, as the same may be amended, restated or supplemented (the "NSP Regulations"). (The Act and the NSP Regulations are hereafter referred to collectively as the "NSP Guidelines"). The Seller and Purchaser agree that this transaction is intended to comply with the provisions of the NSP Guidelines. Purchaser does not have authority to acquire the Property by eminent domain. Purchaser and Seller acknowledge that the parties have reached an amicable agreement for the purchase of the Property.

2.3 Uniform Relocation Assistance. Purchaser and Seller acknowledge that the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (the "URA") will apply to the acquisition of the Property. Purchaser will be responsible for compliance with the provisions of the URA and for the payment of any relocation assistance required by the URA. Seller agrees to cooperate with Purchaser with respect to compliance under the URA, including but not limited to, delivering notices required pursuant to the URA to any tenant or occupant at the of the Property as reasonably requested by Purchaser or permitting Purchaser to deliver notices directly to any tenant or occupant.

ARTICLE 3

Purchase Price.

3.1 Purchase Price. Purchaser shall pay to Seller as and for the Purchase Price for the Property the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00).

3.2 Manner of Payment. The Purchase Price shall be payable as follows:

3.2.1 Purchaser has previously paid Seller the Initial Option Fee, and, depending on the timing of Closing, may have increased that amount by an additional Forty Thousand Dollars (\$40,000.00) to One-Hundred Twenty-Eight Thousand Dollars (\$128,000.00) in accordance with the Option Agreement (the "**Total Option Fee**"). The Total Option Fee is non-refundable. The amount actually paid by Purchaser (either the Initial Option Fee or the Total Option Fee) shall be credited to the Purchase Price at Closing.

3.2.2 Purchaser has previously agreed that Purchaser shall be solely responsible for the payment of real estate taxes on the Option Property for the tax years 2011 and subsequent years. As part of the consideration for the exercise of the Option, Purchaser agrees to redeem or pay, at Closing or on or before August 1, 2012, whichever is earlier, all then due and unpaid real estate taxes on the Option Property (including all such taxes previously paid by a tax buyer), including all interest and penalties thereon, whether included in a then-current estimate of redemption or otherwise (the "**Tax Redemption Amount**"). Purchaser will receive a credit against the Purchase Price at Closing in the full amount of the Tax Redemption Amount less any real estate taxes, interest and/or penalties paid by Purchaser on account of the 2011 real estate taxes. Furthermore, after the redemption of all the real estate taxes and before the Closing, Purchaser shall have the right to record and Seller will execute and deliver to Purchaser a lien (with other necessary documents related thereto) on the Option Property (the "**Tax Lien**") in an amount equal the difference between the Tax Redemption Amount and \$50,000 (Fifty Thousand and 00/100 Dollars) (said difference being the "**Tax Lien Amount**"); provided that at Closing, Purchaser shall present a release of the Tax Lien without requiring or being entitled to receive any payment on the Tax Lien. If the sale of the Option Property does not close under this Agreement, Purchaser's sole remedy under said Tax Lien shall be for receipt of payment of the Tax Lien Amount at such time as the Option Property is sold to a 3rd party or Seller shall execute a mortgage or other financing secured by the Option Property, and Purchaser shall have no rights of foreclosure thereunder, except (a) as a counterclaim in an action for foreclosure of the Option Property by a 3rd party or (b) in the event the Option Property is conveyed to a 3rd party without repayment of the Tax Lien Amount.

3.2.3 At Closing, Purchaser shall pay to Seller the balance of the Purchase Price, plus or minus prorations, adjustments and credits; as provided in this Agreement.

ARTICLE 4

Closing.

4.1 Closing Date. The Closing shall occur on _____, 2012 or on such earlier date as Seller and Purchaser mutually agree. The Closing shall be held on the Closing Date at the offices of the Title Company or at such other place, date and time as Seller and Purchaser may agree.

4.2 Seller's Closing Documents. At Closing, Seller shall as applicable, execute, acknowledge and deliver to Purchaser the following, each dated as of the Closing Date and in form and substance reasonably satisfactory to Purchaser:

4.2.1 A Special Warranty deed (the "Deed") in the form of Exhibit B conveying to Purchaser the Land and Improvements, subject only to Permitted Exceptions.

4.2.2 A bill of sale in the form of Exhibit C conveying to Purchaser the Personal Property.

4.2.3 A certificate in the form of Exhibit D from the then-incumbent President of HLD Corporation, the sole general partner of Seller, certifying that, to the best of her knowledge, the representations and warranties contained in Section 7.1 of this Agreement are true and correct as of the Closing Date.

4.2.4 An affidavit of Seller regarding liens, judgments, residence, tax liens, bankruptcies, parties in possession, survey and mechanics' or materialmen's liens and other matters affecting title to the Property and a gap undertaking, each as may be reasonably required by Title Company to delete the so-called "standard exceptions" from the title insurance policy consistent with the Commitment.

4.2.5 A transferor's certification stating that Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code, and containing such additional information as may be required thereunder.

4.2.6 Any appropriate required Federal Income Tax reporting form.

4.2.7 All documents and instruments which (a) the Title Company may reasonably determine are necessary to transfer the Property to Purchaser subject only to the Permitted Exceptions, including, but not limited to, releases of all existing mortgages or other liens, (b) the Title Company may reasonably determine are necessary to evidence the authority of Seller to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant to this Agreement (c) the Title Company may require as a condition to issuing the title insurance policy consistent with the Commitment, or (d) may be required of Seller under applicable law, including any revenue or tax certificates or statements, or any affidavits, certifications or statements.

4.2.8 A settlement statement consistent with this Agreement.

4.2.9 All keys and lock and safe combinations relating to any of the Property.

4.2.10 All books, records, and files in Seller's possession or control relating to the physical condition, design or maintenance of the Property including architects' drawings, blueprints and as-built plans for the Improvements.

4.2.11 Any required real estate transfer tax declarations or any other similar documentation required to evidence the payment of any tax imposed by the state, county and city on the transactions contemplated hereby.

4.2.12 A payment letter or full release from the Illinois Department of Revenue (the "**Department**") under the provisions of 35 ILCS 5/902(d) and 35 ILCS 120/5j (collectively, the "**Acts**") of claims from the Department with respect to all debts owed by Seller under the Acts effective for all periods prior to the date hereof.

4.2.13 Seller's written authorization and appointment of Pioneer (as hereinafter defined) as Seller's agent in accordance with Section 8.4.

4.3 Purchaser's Closing Documents. At Closing, Purchaser shall, as applicable, execute, acknowledge and deliver to Seller the following, each dated as of the Closing Date and in form and substance reasonably satisfactory to Seller:

4.3.1 All documents and instruments which may be required of Purchaser under applicable law, including any purchaser's affidavits or revenue or tax certificates or statements.

4.3.2 A settlement statement consistent with this Agreement.

4.3.3 At Closing, Purchaser shall cause to be delivered to the Title Company for payment to Seller the portion of the Purchase Price payable pursuant to Section 3.2, as adjusted pursuant to Section 4.5, by wire transfer of immediately available funds.

4.4 Closing Escrow. Purchaser and Seller shall deposit the respective Closing deliveries described in Sections 4.2 and 4.3 in escrow with Title Company with appropriate instructions for recording and disbursement consistent with this Agreement.

4.5 Closing Adjustments. The following adjustments shall be made at Closing:

4.5.1 Purchaser being solely responsible for the payment of real estate taxes for the years 2011 and subsequent, only due and unpaid real estate taxes (and interest and penalties thereon, if any) for the tax years 2010 and prior (not covered by an estimate of redemption) shall be credited to Purchaser as of the Closing Date. Notwithstanding the foregoing, in the event Purchaser shall redeem any delinquent real estate taxes from any pending tax sale prior to Closing, Purchaser shall receive a credit in the amount equal to the Tax Redemption Amount less any real estate taxes, interest and/or penalties paid by Purchaser on account of the 2011 real estate taxes (or included within the estimate of redemption).

4.5.2 All operating costs of the Property, including but not limited to, utility expenses, including water, fuel, gas, electricity, telephone, sewer, trash removal, heat and other services furnished to or provided for the Property shall be prorated between Seller and Purchaser on a daily basis as of the Closing Date, with Seller paying those allocable to the period prior to the Closing Date and Purchaser being responsible for those

allocable on the Closing Date and subsequent thereto. Seller agrees to have all meters with respect to any such utilities read as of the Closing Date.

4.5.3 Seller shall pay the State and County transfer taxes due regarding this transaction. The City of Evanston transfer taxes shall be borne by the party responsible for those taxes as specified in the City's transfer tax ordinance as existing on the Closing Date.

4.5.4 Purchaser shall pay the cost of recording the Deed.

4.5.5 Purchaser shall pay the cost of the NSP Appraisal and the NSP Due Diligence Reports (as hereinafter defined).

4.5.6 Seller shall pay all costs, if any, relating to the prepayment of any existing mortgage or other lien.

4.5.7 Seller shall pay all service charges for and costs of the Commitment, including the cost of a so-called "extended coverage" endorsement. Purchaser shall pay all premiums required for any additional endorsements, if any.

4.5.8 Seller shall reimburse Purchaser at Closing for the cost of the Survey.

4.5.9 Seller and Purchaser shall each pay one half (½) of any Closing fee payable to Title Company with respect to the transaction contemplated by this Agreement, including the fees relating to the Closing Escrow described in Section 4.6.

4.5.10 Seller and Purchaser shall each pay its own attorneys' fees incurred in connection with this transaction.

4.5.11 Seller shall pay any brokerage commission payable to Neustadt Realty ("Broker") on account of this transaction.

If any of the amounts allocated under this Section 4.5 cannot be calculated with complete precision at Closing because the amount or amounts of one or more items included in such calculation are not then known, then such calculation shall be made on the basis of the reasonable estimates of Seller and Purchaser, subject to adjustment and reconciliation within thirty (30) days after the amounts are known and communicated to the other party.

4.6 Possession. Seller shall deliver exclusive legal and actual possession of the Property to Purchaser on the Closing Date.

ARTICLE 5

Title Examination.

5.1 Title. The following title evidence (the "**Title Evidence**") has been previously delivered to or obtained by Purchaser:

5.1.1 The Title Commitment delivered in accordance with the Option Agreement (the “**Commitment**”).

5.1.2 The Survey prepared by Terra Engineering Ltd. and dated November 7, 2011 obtained by Purchaser, at Purchaser’s expense in accordance with the Option (“**Survey**”). If not previously delivered to Seller, Purchaser shall provide a copy of the Survey to Seller immediately upon execution of this Purchase Agreement.

5.1.3 Permitted Exceptions. Purchaser acknowledges that it has reviewed the Title Evidence and the same is satisfactory to Purchaser. All matters shown on the Title Evidence, except for Unpermitted Exceptions (as defined in the Option and which shall be removed by Seller at Closing), shall be deemed to be Permitted Exceptions. At the Closing, Seller shall deliver the Title Policy, including extended coverage over the standard exceptions, provided that the Survey and other documentation to be provided by Purchaser are sufficient to enable Seller to obtain such extended coverage.

5.2 Purchaser’s Objections. Within fifteen (15) days after Purchaser’s exercise of the Option, Seller shall deliver to Purchaser an current update to the Commitment. Purchaser shall have the right by written notice to Seller delivered within ten (10) days after Purchaser’s receipt of any update to the Commitment to object to any exceptions that are not Permitted Exceptions and are disclosed in such updated commitment. Any matters for which Purchaser does not make an objection prior to such ten (10) day period shall be deemed Permitted Exceptions.

5.3 Correction of Title. Seller shall be allowed ten (10) days after the making of Purchaser’s objections in accordance with Section 5.2 to cure or commit in writing to cure the same and shall diligently proceed and use its reasonable efforts to do so. If such cure is not completed or committed to in writing within said sixty (60) day period (the “**Title Cure Period**”), Purchaser shall have the option to do any of the following:

5.3.1 Terminate this Agreement in which event Purchaser shall have the remedies set forth in Section 12.2 below; or

5.3.2 Waive one or more of its objections and proceed to Closing.

Seller’s failure to cure any objections which it commits in writing to cure shall constitute a Seller default under this Agreement.

ARTICLE 6

Conditions Precedent

6.1 Conditions in Favor of Purchaser. The obligations of Purchaser under this Agreement are contingent upon each of the following:

5.3.1 On or before Closing, Purchaser expects to have received an appraisal consistent with the NSP Guidelines (the “**NSP Appraisal**”) in form and appraised value acceptable to meet the NSP Guidelines and support the Purchase Price and in form and

content acceptable to Purchaser, but the failure of Purchaser to receive the NSP Appraisal timely shall not extend the Closing Date.

5.3.2 On or before Closing, Purchaser expects to have received required NSP Guidelines reports relating to environmental, historic district conditions and other necessary NSP related due diligence reports (the “**NSP Due Diligence Reports**”), all in form and content acceptable to Purchaser and HUD, but the failure of Purchaser to receive the NSP Due Diligence Reports timely shall not extend the Closing Date.

6.1.3 On the Closing Date, each of the representations and warranties of Seller in Section 7.1 shall be true and correct in all material respects as if the same were made on the Closing Date.

6.1.4 On the Closing Date, Seller shall have made the deliveries required by Section 4.2 of this Agreement.

6.1.5 The Title Company shall have issued or irrevocably committed to issue the Title Policy to Purchaser.

6.1.6 On the Closing Date, the Property will be vacant and unoccupied.

If any conditions in this Section 6.1 have not been satisfied on or before the Closing Date, then Purchaser may terminate this Agreement by sending notice to Seller on or before the Closing Date subject, however, to Seller’s rights to cure in accordance with Section 12.2. The conditions in this Section 6.1 are specifically stated and for the sole benefit of Purchaser. Purchaser in its discretion may unilaterally waive (conditionally or absolutely) the fulfillment of any one or more of the conditions, or any part thereof, by notice to Seller. Seller shall not take or authorize, directly or indirectly, any action that modifies or changes the circumstances upon which the conditions set forth in this Section 6.1 were deemed satisfied or waived by Purchaser without Purchaser’s consent.

6.2 Conditions in Favor of Seller. The obligations of Seller under this Agreement are contingent upon each of the following:

6.2.1 On the Closing Date, each of the representations and warranties of Purchaser in Section 7.2 shall be true and correct as if the same were made on the Closing Date.

6.2.2 On the Closing Date, Purchaser shall have made the deliveries required by Section 4.3 of this Agreement.

If any of the conditions in this Section 6.2 have not been satisfied on or before the Closing Date, then Seller may terminate this Agreement by sending notice to Purchaser on or before the Closing Date, subject, however, to Purchaser’s rights to cure in accordance with Section 12.1. The conditions in this Section 6.2 are specifically stated and for the sole benefit of Seller. Seller in its discretion may unilaterally waive any one or more of the conditions, or any part thereof, by notice to Purchaser.

6.3 Cooperation. The parties shall cooperate with each other to all reasonable extent and without charge in the parties' attempts to satisfy the conditions set forth in Sections 6.1 and 6.2, respectively.

ARTICLE 7

Representations and Warranties.

7.1 Seller's Representations and Warranties. Seller represents and warrants to Purchaser as of the date of this Agreement, to the best of the knowledge of Gloria Davis, as President of HLD Corporation (or the then-incumbent President of HLD Corporation), the sole General Partner of Seller, as follows:

7.1.1 The Property will be vacant and unoccupied as of the Closing Date.

7.1.2 There are no contracts in effect for the sale of any of the Property other than this Agreement. Seller has received no notice of, has no knowledge of and has not granted any rights of first refusal or first offer, options to purchase any of the Property or any other rights or agreements which may delay or prevent this transaction.

7.1.3 There has been no labor or materials of any kind furnished to or for the benefit of the Property for which payment in full has not been made, other than as set forth in the Unpermitted Exceptions.

7.1.4 As of the Closing Date, no person or entity will be entitled to possession of any of the Land or Improvements, other than Seller. Seller shall serve written notice (a form of which is attached as Exhibit "C") to Greenwise Organic Lawn Care LLC terminating its tenancy with a termination date of June 30, 2012. There are no service contracts affecting the Property which will not be terminated as of the Closing Date.

7.1.5 There are no pending or, to Seller's knowledge, threatened condemnation or similar proceeding or public improvements that will have an adverse affect on the Land and Improvements or any part thereof.

7.1.6 To the best of Seller's knowledge there is no action, litigation, investigation or proceeding of any kind pending or threatened against Seller or any of the Property, and Seller knows of no facts which could give rise to any such action, litigation, investigation or proceeding.

7.1.7 To the best of Seller's knowledge, Seller has not received any notice from any governmental body having jurisdiction over the Land and Improvements as to and does not otherwise have any knowledge of any violation of any zoning, building, fire, environmental, health or other governmental law or ordinance affecting the Land and Improvements.

7.1.8 Seller has not received written notice of any special tax or assessment to be levied against the Property.

7.1.9 Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

7.1.10 Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

7.1.11 Seller has been duly formed under the laws of the State of Illinois and is in good standing under the laws of the jurisdiction in which the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto. This Agreement has been duly executed and delivered by Seller and is a valid and binding obligation of Seller enforceable in accordance with its terms.

If Purchaser shall obtain knowledge prior to Closing that any representation or warranty of Seller contained in this Agreement is untrue or incorrect, but nonetheless elects to proceed to consummate the transaction contemplated by the Agreement, Seller shall have no liability with respect to such untrue or incorrect representation or warranty notwithstanding any contrary provision, covenant, representation or warranty contained in this Agreement. The foregoing representations and warranties (including as remade pursuant to Section 4.2.2) shall survive until twelve (12) months following Closing.

7.2 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller as of the date of this Agreement as follows:

7.2.1 Purchaser has been duly formed under the laws of the State of Illinois and is in good standing under the laws of the jurisdiction in which the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Purchaser pursuant hereto. This Agreement has been duly executed and delivered by Purchaser and is a valid and binding obligation of Purchaser enforceable in accordance with its terms.

The foregoing representations and warranties shall survive until twelve (12) months following the Closing.

ARTICLE 8

Inspection; Condition of Property at Closing.

8.1 Right of Entry. During the Executory Period, Purchaser and its employees, agents and independent contractors shall have the continued right to enter the Property in accordance with Section 6(h) of the Option Agreement.

8.2 "As Is" Sale. Purchaser acknowledges that it will have adequate opportunity to inspect the Property and accepts the risk that any inspection may not disclose all material matters affecting the Property. SUBJECT ONLY TO THE TERMS OF SECTION 7.1 AND SECTION 8.3 AND IF PURCHASER CLOSES THE TRANSACTION CONTEMPLATED HEREUNDER, PURCHASER AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS" "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING AND THAT PURCHASER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ITS AGENTS OR BROKERS, OR ANY OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER, AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (i) the quality, nature, adequacy and physical condition and aspects of the Property, including, but not limited to, the structural elements, seismic aspects of the Property, foundation, roof, appurtenances, access, landscaping, parking facilities and the electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities and appliances, the square footage within the improvements on the Real Property and within each tenant space therein, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, (iv) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose, (v) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property, (vi) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the quality of any labor and materials used in any improvements on the Real Property, (viii) the condition of title to the Property (except the deed warranties), (ix) the value, economics of the operation or income potential of the Property, (x) any other fact or condition which may affect the Property, including without limitation, the physical condition, value, economics of operation or income potential of the Property, or (xi) subject to the provisions herein, the presence of Hazardous Materials on, under or about the Property or the adjacent or neighboring property. In addition, Seller shall have no legal obligation to apprise Purchaser regarding any event or other matter involving the Property which occurs after the Effective Date or to otherwise update any due diligence items, unless and until an event or other matter occurs which would cause Seller to be unable to remake any of its representations or warranties contained in this Agreement.

(i) "Hazardous Materials" shall be defined as any substance, material, matter or waste, or the breakdown product derived from any such substance, material or waste, which is or becomes subject to regulation or reporting under any Environmental Laws (as hereinafter defined), or which is identified, classified, defined or designated as hazardous, toxic or solid waste, hazardous or toxic materials, a hazardous or toxic substance, a pollution control waste, or other similar term by any Environmental Laws; or petroleum, or asbestos in any form or polychlorinated biphenyls;

(ii) "Environmental Laws" shall be defined as: (a) the Resources Conservation Recovery Act (RCRA), 42 USC Sections 6901, *et seq.*, (b) the

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC Sections 9601, *et seq.*, (c) the Illinois Environmental Protection Act (IEPA), 415 ILCS 5/1, *et seq.*, (d) the Toxic Substances Control Act, 15 USC Section 2601 *et seq.*, and (e) any other federal, state or local statute, regulation, ordinance, order or common law relating to Hazardous Substances presently in effect, or that may be promulgated in the future as such statutes, regulations, ordinances or common law may be amended from time to time through the Closing.

8.3 Indemnification and Waiver for Environmental Matters.

8.3.1 Purchaser agrees to indemnify and hold Seller harmless from any and all loss, cost and expense, claims or actual or consequential damages, including reasonable attorneys' fees, arising out of and related solely to any environmental or other clean-up work done by Purchaser with respect to the Property, including, but not limited to, all actions taken, certifications given and appointments made by Seller under Section 8.4, below, which actions, certifications and appointments are being undertaken at Purchaser's request.

8.3.2 Purchaser waives all claims against Seller arising from the environmental condition of the Property existing at Closing with the exception of claims for contribution against Seller in actions initiated by third parties unaffiliated to Purchaser arising from environmental contamination that extends beyond the borders of the Property.

8.3.3 Seller agrees to indemnify and hold the Purchaser harmless from any and all loss, cost and expense, claims or actual damages, including reasonable attorneys' fees, arising out of claims from adjacent property owners, provided, however, Seller shall have no duty to indemnify Purchaser for any claims from adjacent property owners that arise from activities specifically related to the remediation work undertaken by Purchaser on such adjacent property owner's land.

8.4 Post-Closing Environmental Matters. Purchaser intends to undertake certain environmental remediation of the Property and certain adjacent land commonly known as 1601 Emerson (PIN 10-13-210-034-0000 and 10-13-210-035-0000), 1938-1940 Jackson (PIN 10-13-210-008-0000), and 1944 Jackson (PIN 10-13-210-007-0000) and referred to as the Robinson property (the "**Robinson Property**") in accordance with the draft NFR letter issued by the IEPA. The Seller agrees that for the purpose of such environmental remediation, the Seller shall be deemed the "generator" of any Hazardous and/or Special Waste as it relates to the disposal of contaminated soil and/or groundwater from the Property, which may include contaminated soil or groundwater that has migrated from the Property to the Robinson Property, as determined by Pioneer Environmental Services L.L.C. ("**Pioneer**") In accordance with the foregoing, Seller agrees to sign and certify, as required, any and all environmental forms, documents, letters, and permits needed to properly classify and dispose of contaminated soil and/or groundwater from the Property, which may include contaminated soil or groundwater that has migrated from the Property to the Robinson Property, as determined by Pioneer, in accordance with applicable regulations. It is specifically contemplated that Seller will certify to a landfill that, to the best of Seller's knowledge, the waste from the Property, which may include contaminated soil or groundwater that has migrated from the Property to the Robinson Property, as determined by

Pioneer, does not meet the requirements of a "Listed Hazardous Waste". Furthermore, at Closing, Seller agrees to appoint Pioneer, in writing, as Seller's authorized agent strictly for the purpose of signing waste manifests and/or waste tracking tickets in accordance with this Section 8.4. Purchaser further agrees to comply with all Environmental Laws in connection with the remediation, including, but not limited to, the disposal of contaminated soil and/or groundwater referred to in this Section 8.4, into a landfill or other facility authorized to accept the contaminated soil and/or groundwater.

ARTICLE 9

Operation Pending Closing.

9.1 Operation. During the Executory Period, Seller shall (a) operate, maintain and manage the Property in the ordinary course of business in accordance with prudent, reasonable business practices, (b) not lease, convey or otherwise transfer any of the Property without Purchaser's express prior written consent which consent may be withheld in Purchaser's sole discretion, (c) execute no purchase contracts, leases, or maintenance or service contracts regarding any of the Property without the consent of Purchaser which consent shall not be unreasonably withheld or delayed, and (d) promptly deliver to Purchaser a copy of any notice, consent, waiver, request or other communication Seller receives from any public or private entity with respect to any of the Property.

9.2 Seller will promptly notify Purchaser in writing of any litigation or governmental proceeding to which Seller is or becomes a party affecting the Property or any part thereof.

ARTICLE 10

Condemnation.

If prior to Closing eminent domain proceedings are threatened or commenced against any of the Property, Seller shall immediately give notice thereof to Purchaser, and Purchaser at its option (to be exercised within thirty (30) days after Seller's notice) may either (a) terminate this Agreement and be entitled to the remedies under Section 12.2(b), below, or (b) proceed to Closing and receive at Closing either a credit against the Purchase Price in the amount of the award, in the case of a completed eminent domain proceeding, or an assignment of all rights in eminent domain, in the case of a pending eminent domain proceeding. Prior to Closing, Seller shall not designate counsel, appear in, or otherwise act with respect to any eminent domain proceedings, or commence any repair or restoration resulting therefrom, without the consent of Purchaser which consent shall not be unreasonably withheld.

ARTICLE 11

Brokers.

Each of the parties represent to the other that such party has not incurred any brokerage fee or commission as a result of this transaction, other than Seller's Broker, as noted above. Purchaser shall indemnify and hold Seller harmless from and against all losses, costs, damages,

liabilities, claims or expenses, including, without limitation, reasonable attorneys' fees, arising out of the claim to a commission by any party claiming by or through Purchaser. Seller shall indemnify and hold Purchaser harmless from and against any and all claims, losses, costs, damages, liabilities and expenses, including, without limitation, reasonable counsel fees, resulting from a claim to a commission by any party claiming by or through Seller. The provisions of this Article 11 shall survive termination of this Agreement.

ARTICLE 12

Default.

12.1 Purchaser's Default. In the case of any default by Purchaser of its obligations under this Agreement, Seller shall notify Purchaser of Purchaser's default and unless the default so specified shall have been cured within twenty (20) days after the giving of such notice, Seller shall, as its sole and exclusive remedy, retain the Option Fee (or Total Option Fee, whichever was actually paid to Seller by Purchaser) and Tax Redemption Amount as liquidated damages, the parties agreeing that the same is a good faith estimate of the amount of damages Seller would suffer as a result of Purchaser's default.

12.2 Seller's Default. In the case of any default by Seller of its obligations under this Agreement, Purchaser shall notify Seller of Seller's default and unless the default so specified shall have been cured within twenty (20) days after the giving of such notice, Purchaser shall have the following options: (a) to enforce this Agreement by an action at equity for specific performance or (b) to terminate this Agreement and receive from Seller (i) repayment of the Initial Option Fee or the Total Option Fee (whichever has been paid) and (ii) payment equal to the Tax Redemption Amount (to the extent paid by Purchaser).

ARTICLE 13

Notices.

Any notice, consent, waiver, request or other communication required or provided to be given under this Agreement or required to be served under applicable law shall be in writing and shall be sufficiently given and shall be deemed given when delivered personally or when mailed by certified or registered mail, return receipt requested, postage prepaid, or when transmitted by facsimile with a facsimile confirmation sheet sent by United States mail, or when dispatched by nationally recognized overnight delivery service, in any event, addressed to the party's address as follows:

If to Purchaser: Brinshore Development
 666 Dundee Road
 Suite 1102
 Northbrook, Illinois 60062
 Attention: David Brint
 Facsimile: (847) 562-9401

with a copy to: Applegate & Thorne-Thomsen, P.C.
626 W. Jackson, Suite 400
Chicago, Illinois 60661
Attention: Steven D. Friedland
Facsimile: (312) 421-6162

If to Seller: Bishop Freeman Limited Partnership
810 Croftbridge Road
Highland Park, Illinois 60035
Facsimile: _____

with copy to: Fischel & Kahn, Ltd.
155 N. Wacker Drive, Suite 1950
Chicago, Illinois 60606
Attention: Dan Brusslan
Facsimile: 312-726-1448

and

Fischel & Kahn, Ltd.
155 N. Wacker Drive, Suite 1950
Chicago, Illinois 60606
Attention: Joel Fenchel or Mark R. Rosenbaum
Facsimile: 312-726-1448

or to such party at such other address as such party, by three (3) days prior written notice given as herein provided, shall designate, provided that no party may require notice to be sent to more than three (3) addresses. Any notice given in any other manner shall be effective only upon receipt by the addressee.

ARTICLE 14

Representations, Warranties And Covenants With Respect To The USA Patriot Act.

14.1 Definitions. All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "**Patriot Act**") and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, are hereinafter collectively referred to as the "Patriot Rules" and are incorporated into this Section.

14.2 Representations and Warranties. Purchaser and Seller hereby represent and warrant, each to the other, that each and every "person" or "entity" affiliated with each respective party or that has an economic interest in each respective party or that has or will have an interest in the transaction contemplated by this Agreement or in any Property that is the subject matter of this Agreement or will participate, in any manner whatsoever, in the purchase and sale of the Property is, to the best of Purchaser's or Seller's knowledge:

14.2.1 not a “blocked” person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224;

14.2.2 in full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury (“OFAC”);

14.2.3 operated under policies, procedures and practices, if any, that are in compliance with the Patriot Rules and available to each other for review and inspection during normal business hours and upon reasonable prior notice;

14.2.4 not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules;

14.2.5 not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by the OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules;

14.2.6 not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Rules; and

14.2.7 not owned or controlled by or now acting and or will in the future act for or on behalf of any person or entity named in any list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

14.3 Covenants. Each party covenants and agrees that in the event it receives any notice that it or any of its beneficial owners or affiliates or participants become listed on any list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, the party that receives such notice shall immediately notify the other and the effect of the issuance of a notice pursuant to the Patriot Rules is that this Agreement shall automatically be deemed terminated, in which event the Earnest Money shall be returned to Purchaser and the parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

ARTICLE 15

Miscellaneous.

15.1 Entire Agreement; Modification. This Agreement embodies the entire agreement and understanding between Seller and Purchaser, and supersedes any prior oral or written agreements, relating to this transaction. This Agreement may not be amended, modified or supplemented except in a writing executed by both Seller and Purchaser. No term of this Agreement shall be waived unless done so in writing by the party benefited by such term.

15.2 Survival; No Merger. Except to the extent expressly set forth herein, the terms of this Agreement shall not survive or be enforceable after the Closing and shall be merged therein.

15.3 Governing Law. This Agreement shall be construed under and governed by the laws of the State of Illinois.

15.4 Time of the Essence. Time is of the essence under this Agreement.

15.5 Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall not be interpreted in favor of or against either Seller or Purchaser merely because of their respective efforts in preparing it.

15.6 Binding Effect. This Agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of Seller and Purchaser.

15.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Execution and delivery of this Agreement by exchange of facsimile copies bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile copies shall constitute enforceable original documents.

15.8 Day. For purposes of this Agreement, any day on which national banking associations are required to be open for business in Chicago, Illinois shall be a business day. Whenever, under the terms of this Agreement, the time for performance of a covenant or condition falls upon a day other than a business day, such time for performance shall be extended to the next business day. All references in this Agreement to a "day" or "days" shall mean calendar day or days, unless either of the terms "business day" or "business days" is used.

15.9 Partial Invalidity. In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be omitted from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision has not been included herein, as the case may be.

15.10 Assignment. This Agreement may not be assigned by Purchaser without the prior written consent of Seller; provided, however, that Purchaser may assign this Agreement to (a) an Affiliate of Purchaser and (b) to the City of Evanston, without, in either case, obtaining Seller's prior written consent provided Purchaser gives Seller written notice of such assignment and any such assignee expressly assumes the obligations and liabilities of Purchaser under this Agreement. In the event Purchaser assigns this Agreement to the City of Evanston, Purchaser shall retain Purchaser's indemnification obligation to Seller in accordance with Section 8.3.1 and Purchaser shall execute and deliver a separate indemnification to Seller (the delivery of which shall be a condition of Seller's obligation to close the transaction contemplated by this Agreement) and such indemnification obligation will not be the obligation or responsibility of the City of Evanston.

15.11 Attorneys' Fees. In the event of any litigation between the parties with respect to the Property, this Agreement, the Escrow, the performance of their obligations hereunder or the

effect of a termination under this Agreement, the non-prevailing party, as determined by the court, shall pay all costs and expenses incurred by the prevailing party in connection with such litigation including, without limitation, reasonable attorneys' fees. Notwithstanding any provisions of this Agreement to the contrary, the obligations of the parties under this Section 16.12 shall survive any termination of this Agreement and the Closing.

END OF ARTICLE

SIGNATURE PAGE
FOR
PURCHASE AGREEMENT

1600 Foster Avenue, Evanston, Illinois

BETWEEN

BISHOP FREEMAN LIMITED PARTNERSHIP

AND

BRINSHORE DEVELOPMENT, L.L.C.

Seller and Purchaser have caused this Agreement to be executed and delivered as of the date set forth opposite their name.

SELLER:

Bishop Freeman Limited Partnership

By: HLD Corporation, an Illinois corporation, its
General Partner

Dated: _____

By: _____

Name: _____

Its: _____

PURCHASER:

Brinshore Development, L.L.C.

Dated: _____

By: _____

Name: _____

Its: _____

EXHIBIT A

LOT A IN PLAT OF CONSOLIDATION OF LOTS 1 TO 8 IN BLOCK 6 IN MCNEILL'S ADDITION TO EVANSTON, AND PARTS OF LOTS 12 TO 16 IN BLOCK 4 IN GRANT AND JACKSON'S ADDITION TO EVANSTON, IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Parcel Number: 10-13-209-021-0000

Real Estate Address: 1600 Foster Avenue, Evanston, Illinois

EXHIBIT B

DEED

This document was prepared by:

After recording return to:

(The above space for recorder's use only)

SPECIAL WARRANTY DEED

_____ ("Grantor")
having an address of _____, for and in consideration of
TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand
paid, the receipt and sufficiency of which are hereby acknowledged, by these presents does
grant, bargain and sell to _____ ("Grantee") having an
address of _____, all the following real property situated
in the County of Cook, in the State of Illinois ("Property"), to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Subject to subject to the matters set forth in Exhibit B attached hereto and made a part
hereof.

Grantor covenants as follows:

1. The real property is free from all encumbrances made by Grantor.
2. Grantor will warrant and defend the real property hereby conveyed against all lawful
claims and demands of persons claiming by, through or under Grantor, but against no
other person.
3. The real property is not residential property.

Permanent Real Estate Index Number:

Address of Real Estate:

In Witness Whereof, said Grantor has executed this instrument as of _____, 20__.

By: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, an Illinois notary public, does hereby certify that personally known to me to be the _____ President of HLD Corporation, an Illinois corporation, and _____, personally known to me to be the _____ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in the County stated above this day in person and severally acknowledged that as such President and _____, they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, and as their free and voluntary act, and as the free and voluntary act of said corporation, individually, and in said corporation's capacity as the General Partner of Bishop Freeman Limited Partnership, for the uses and purposes set forth therein.

Given under my hand and notarial seal this _____ day of _____, 201 .

Notary Public

SEND SUBSEQUENT TAX BILLS TO:

EXHIBIT C

BILL OF SALE

_____ (“Grantor”) for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by _____ (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby bargain, sell and deliver to Grantee, all right, title and interest of Grantor in and to: all Personal Property, as such term is defined in that certain Purchase Agreement, dated [_____], 2012 between Grantor and Grantee.

Grantor represents and warrants to Grantee that Grantor owns the Personal Property free and clear of all liens, claims and encumbrances and has full right, power and authority to convey title thereto. *All warranties of quality, fitness, and merchantability are hereby excluded.*

TO HAVE AND TO HOLD, the same unto Grantee, its successors and assigns, forever, Grantor, does hereby bind itself and its successors to forever warrant and defend the title to the Personal Property unto Grantee, its successors and assigns, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has executed this Bill of Sale as of the _____ day of _____, 2012.

GRANTOR:

EXHIBIT D

FORM OF RE-CERTIFICATION OF REPRESENTATIONS AND WARRANTIES

KNOW ALL MEN BY THESE PRESENTS THAT: _____
("Seller") for the consideration of Ten Dollars (\$10.00) and other valuable considerations,
received to its full satisfaction from _____ ("Purchaser"), does hereby
reaffirm and ratify, and remake as of the date hereof in favor of Purchaser, its successors and
assigns, each and every warranty and representation made by Seller in the Purchase Agreement
between Purchaser and Seller dated _____, 2012, and such warranties and
representations shall survive the closing of the transaction in the manner and for the time periods
contemplated by the Agreement, and shall not be deemed to merge upon the delivery and
acceptance of Seller's deed or any other conveyance document.

IN WITNESS WHEREOF Seller has executed this instrument as of this _____ day of
2012.

By: _____

Name: _____

Its: _____

Exhibit E

LANDLORD'S NOTICE OF TERMINATION OF MONTH-TO-MONTH TENANCY

To: Greenwise Organic Lawn Care, LLC
1638 Payne
Evanston, IL 60201

and

Greenwise Organic Law Care, LLC
c/o Marc E. Wise, as Registered Agent
2121 Linneman Street
Glenview, IL 60025

The undersigned Landlord hereby gives you notice of Landlord's election to terminate your oral month-to-month lease of the premises commonly known as 1600 Foster, Evanston, IL 60201.

Said termination is effective as of June 30, 2012, said day being more than 30 days from the date this Notice is served upon you.

Date: , 2012

Landlord:

Bishop Freeman Limited Partnership, an Illinois
limited partnership

By: Fischel & Kahn, Ltd.

By: _____
Landlord's Attorneys and
Authorized Agent
Suite 1950
155 N. Wacker Drive
Chicago, Illinois 60606
Tel: 312 726-0440
Fax: 312 726-1448
mrosenbaum@fischelkahn.com

State of Illinois)
) ss.
County of Cook)

Affidavit of Service

 , being duly sworn on oath, deposes and says that on the day of
, 2012, she served the within notice on Greenwise Organic Lawn Care, LLC as follows:

By sending a copy thereof to said tenant by certified mail, with return receipt requested from the
addressee at both 1638 Payne, Evanston, IL 60201 and c/o Marc E. Wise, as Registered Agent,
2121 Linneman Street, Glenview, IL 60025

Subscribed and sworn to before me
this day of , 2012.

Notary Public