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REPURCHASE OPTION AGREEMENT

THIS REPURCHASE OPTION AGREEMENT (the "Agreement") is made as of this 15th day of November, 1990, by and between DOWNERS GROVE NATIONAL BANK, not individually but as Trustee of that certain trust dated September 6, 1990 and known as Trust No. 90-85 ("Grantor"), PLATINUM DEVELOPMENT CORP., an Illinois corporation ("Platinum") and AMERICAN MEDICORP DEVELOPMENT CO., a Delaware corporation ("Grantee").

RECITALS

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A. Grantee has conveyed to Grantor that certain real property described in Exhibit A attached hereto and made a part hereof (the "Property"), in accordance with an Agreement of Sale and Purchase dated October 1, 1990 between Grantee, as seller, and Platinum, as purchaser (the "Sale Agreement"). Platinum is sole beneficiary of Grantor.

B. Grantor and Platinum intend to construct on the Property a medical office building containing approximately 78,000 square feet of rentable area (the "Office Building").

C. The Sale Agreement provides that, under certain circumstances, Grantor must convey the Property back to Grantee.

AGREEMENTS

NOW THEREFORE, for and in consideration of the Recitals set forth above, which by this reference are made a part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, Platinum and Grantee agree as follows:

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## 1. OPTION TO PURCHASE.

1.1. Call Option. Grantor hereby grants to Grantee the exclusive option to purchase the Property on the terms and conditions set forth herein (each a "Call Option"). Grantee may exercise the first Call Option (the "First Call Option") at any time within 60 days after the date which is 90 days after the date hereof provided Grantor has not commenced construction of the Office Building within such 90-day period. In determining whether Grantor has so commenced construction, the occurrence of the following four events (collectively referred to as the "Commencement Evidence") shall be conclusive evidence thereof:

(1) Grantor has opened a construction loan from an institutional lender in an amount not less than \$1,000,000 for purposes of funding construction of the Office Building; and

(2) Grantor has executed an agreement with a general contractor providing for construction of the Office Building and completion thereof by the date which is 15 months after commencement thereof; and

(3) Grantor has commenced work on site improvements on the Property; and

(4) Grantor has secured a building permit from the Village of Hoffman Estates, Illinois (the "Village").

Grantee may exercise the Second Call Option (the "Second Call Option") at any time within 60 days after the date which is 18 months after the date hereof, provided Grantor has not completed construction of the Office Building within such 18-month period. In determining whether Grantor has so completed

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construction, the occurrence of either of the following two events (either being referred to as the "Completion Evidence") shall be conclusive evidence thereof:

(1) the issuance of an unconditional certificate of occupancy for the Office Building by the Village; or

(2) the issuance of a conditional certificate of occupancy for the Office Building, subject only to minor "punch list" type items.

1.2. Expiration Date. Each of the Call Options shall expire on the respective dates provided in Section 1.1.

1.3. Purchase Price. The purchase price for the Property if a Call Option is exercised shall be equal to the greater of: (a) the sum of (i) the price paid by Grantor for the Property pursuant to the Sale Agreement (the "Acquisition Price"), plus (ii) the fair market value of the improvements made to the Property by Grantor, or (b) the amount outstanding under Grantor's construction loan for the Property plus that portion of the Acquisition Price which was not financed through Grantor's construction loan. In no event shall the purchase price paid to Grantor include amounts due, but not then paid, to others in connection with the construction of the improvements made to the Property by Grantor. The fair market value of the improvements shall be calculated in accordance with Section 1.5 below.

1.4. Force Majeure. If Grantor fails to commence or complete, as the case may be, construction of the Office Building within the respective time periods provided in Section 1.1 above, and such failure is due in whole or in part to any strike, lock-

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out, labor trouble, civil disorder, riot, insurrection, act of terrorism, war, accident, fire or other casualty, adverse weather condition, act of God, governmental inaction, restrictive governmental law or regulation, inability to procure materials, electricity, gas, other fuel or water or other utilities after reasonable effort to do so, or any cause beyond the reasonable control of Grantor, then said time period for commencement or completion, as the case may be, shall be extended for a period equal to the time lost by reason of such delay, provided that no extension shall be granted for that portion of any such delay which commences more than five days before Grantor notifies Grantee of such delay, and no such delay or delays, in the aggregate, shall extend any such time period for more than 60 days.

1.5 Fair Market Value. Within 15 days after Grantee delivers an Option Notice (hereinafter defined) to Grantor, Grantee shall give Grantor written notice ("Grantee's FMV Notice") of Grantee's determination of the fair market value of the improvements to the Property, which shall be based on the market value of similar improvements in the Property's market area ("FMV"). If Grantor disagrees with Grantee's determination of the FMV and Grantee and Grantor cannot agree on the FMV in writing within 10 days after Grantor receives Grantee's FMV Notice, Grantor shall, within such 10-day period, give Grantee written notice stating Grantor's determination of the FMV and requesting arbitration of the FMV ("Grantor's Arbitration Notice"). If Grantee and Grantor have not agreed in writing on

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the FMV within such 10-day period, and if Grantor fails to deliver Grantor's Arbitration Notice to Grantee within such 10-day period, the FMV shall be as stated in Grantee's FMV Notice. If Grantor delivers Grantor's Arbitration Notice to Grantee within such 10-day period, the FMV shall be determined by one or more real estate appraisers, each and all of whom shall be MAI members of the American Institute of Real Estate Appraisers, or if such organization is no longer active, any equivalent successor thereof, as follows: 10 days after Grantee receives Grantor's Arbitration Notice, Grantee shall select one appraiser and shall give written notice of its selection to Grantor. Within 10 days after Grantor receives notice of Grantee's selection of an appraiser, Grantor shall select a second appraiser and shall give written notice of its selection to Grantee. Each appraiser so selected shall be instructed to make a determination of the FMV in accordance with this Agreement within 20 days after such appraiser's selection. If only one appraiser has been so selected within 10 days after Grantor receives Grantee's notice of the appraiser selected by Grantee, or if two appraisers have been so selected but only one appraiser has determined the FMV within 20 days after Grantee receives Grantor's notice of the appraiser selected by Grantor, then the FMV shall be as determined by such single appraiser. If 2 appraisers have been so selected and both appraisers have made their determination of the FMV within the aforesaid 20-day period, and if the difference between the two appraiser's determinations of the FMV does not exceed 5% of the lesser of the

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two determinations, then the FMV shall be the average of the two appraisers' determinations of the FMV. If, however, the difference between the two appraisers' determinations of the FMV exceeds 5% of the lesser of the two determinations then the two appraisers shall be instructed to and shall have 10 days within which to select a third appraiser. If the two appraisers fail to select a third appraiser within such 10-day period, either party may request the American Arbitration Association, or any equivalent successor organization, to select a third appraiser within 10 days after receiving such request, and the parties shall be bound by any such selection made within such 10-day period. If the American Arbitration Association, or any such successor organization, fails to select the third appraiser within such 10-day period, either party may apply to any court having jurisdiction to make such selection. Any appraiser selected by the first two appraisers, by the American Arbitration Association or such successor organization or by such court shall be instructed to determine the FMV in accordance with this lease within 20 days after such selection. If the determination of the FMV by the third appraiser exceeds the higher of the determinations of the FMV made by the first two appraisers, the FMV shall be the higher of the determinations of the FMV made by the first two appraisers. If the determination of the FMV by the third appraiser is less than the lower of the determinations of the FMV made by the first two appraisers, the FMV shall be the lower of the determinations of the FMV made by the first two appraisers. In all other cases, the FMV shall be the FMV as

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determined by the third appraiser. The determination of the FMV in accordance with this subparagraph shall be final and binding on the parties. The provisions of this Section for determination of the FMV by arbitration shall be specifically enforceable, to the extent such remedy is available under applicable law. Each party shall pay the cost of the appraiser selected by it and shall pay one-half of the cost of the third appraiser, if any. Grantee and Grantor will use all reasonable diligence to select appraisers in good faith and in a timely manner and to cause the appraisers to perform in good faith and in a timely manner in order to make a determination of the FMV on or before the date of Closing

## 2. EXERCISE OF OPTION.

2.1. Exercise of Option. Grantee may exercise a Call Option by giving written notice thereof (an "Option Notice") to the Grantor in the manner provided for in Section 10.3 hereof.

2.2. Notice to Mortgagee; Suspension of Call Option. If (a) the Property is encumbered by a lien in the form of a mortgage, deed of trust, trust deed or similar instrument (the "Mortgage") securing indebtedness incurred in connection with the financing of construction on the Property or any additions or improvements thereto by an institutional lender, and (b) Grantor has given Grantee written notice of the identity and address of the secured party under the Mortgage (the "Mortgagee"), Grantee shall also concurrently deliver to the Mortgagee a copy of the Option Notice pertaining to the exercise of a Call Option.



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If, prior to the Closing, Grantee receives written notice from the Mortgagee that Mortgagee has instituted proceedings to foreclose the Mortgage or has commenced such other action to enforce its lien on the Property arising under the Mortgage (a "Foreclosure"), Grantee's exercise of the Call Option shall be deemed withdrawn, and Grantee's right to exercise the Call Option shall be suspended to permit the Mortgagee in good faith to prosecute and conclude the Foreclosure and to allow the Mortgagee or its designee to commence to complete the construction on the Property or to allow the Mortgagee to obtain a purchaser for the Property and to transfer the Property to such purchaser for the purpose of completing construction on the Property. If Mortgagee, its designee or the purchaser of the Property shall fail, within a reasonable period of time after such party acquires possession of the Property to commence to complete the construction, or having commenced such completion shall fail to complete the same within fifteen months after so commencing, Grantee shall again have the right to exercise the Call Option in accordance with the terms hereof.

### 3. OBLIGATIONS FOLLOWING EXERCISE.

3.1. Inspection of Property. Grantee and its agents shall have the right to enter onto the Property after the exercise of a Call Option, upon reasonable prior notice and at a mutually agreed time during normal business hours, for purposes of performing surveying, boring, engineering, architectural, environmental, topographical, economic, percolation, soil and any



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other work, studies or tests that Grantee deems desirable so long as Grantee does not change the present character of the Property and such work is performed in accordance with such directions as Grantor may reasonably provide. Grantee shall conduct such work, studies and tests in accordance with Grantor's established safety procedures and without causing any unreasonable interference with the conduct of Grantor's business on the Property and so as to minimize any damage to the Property. After completion of such work, studies or tests, Grantee shall restore the Property to its condition prior to the commencement of such work, studies or tests. Grantee shall indemnify and hold harmless Grantor from any loss, cost, damage or expense arising from material physical damage to the Property, or to property of third persons or claims for personal injuries to or death of any third person as a result of such work, studies or tests, except to the extent caused by Grantor's negligence or willful misconduct.

3.2. Survey. Within 30 days after the date of Grantor's receipt of the Option Notice, Grantor shall deliver, or cause to be delivered, to Grantee, at Grantee's expense a survey of the Property certified by a land surveyor registered in the State of Illinois as having been prepared in accordance with the minimum detail requirements of the American Land Title Association Survey Standards 1986 (the "Survey"). The Survey shall contain and disclose:

- (a) the boundaries of the Property, disclosing such boundaries to enclose a contiguous and uninterrupted area;
- (b) the legal description of the Property;

(c) the location of all lot lines, side-yard, rear-yard and building line or set back requirements, easements, whether recorded or visible, on the Property;

(d) the location of all buildings and improvements on the Property and all public or private streets and alleys, including all access from the Property to public streets or roads surrounding the Property, and, to the extent obtainable, the location of all utilities on the Property;

(e) no encroachment of any building or improvements on the Property onto adjacent premises, property or air space or onto any public way and no encroachments of any buildings or improvements on adjacent property onto the Property or its air space; and

(f) a certification of the square footage of the Property.

3.3. Title Commitment. Within 30 days after the date of Grantor's receipt of the Option Notice, Grantor shall deliver, or cause to be delivered, to Grantee, at Grantee's expense, a title commitment (the "Title Commitment"), issued by Chicago Title Insurance Company (the "Title Company"), for an ALTA Form B-1970 owner's title insurance policy (the "Title Policy"), with, at Grantee's election, provisions for extended coverage, covering title to the Property and dated on or after the date of the Option Notice. The Title Commitment shall be in the amount of the Purchase Price. The Title Commitment shall show title to the Property to be subject to the following:

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(1) General real estate taxes not yet due and payable;

(2) The general exceptions, conditions and stipulations contained therein; and

(3) Those exceptions to title appearing in the title insurance commitment or policy issued to Grantor at or subsequent to the closing on Grantor's purchase of the Property.

The exceptions to title specified above and which appear in the Title Commitment are collectively referred to as the "Permitted Exceptions."

#### 4. PURCHASE OF PROPERTY.

4.1. Agreement to Sell and Purchase. Upon exercise of a Call Option in accordance with Section 2.1 hereof, Grantor agrees to sell and Grantee agrees to purchase the Property for the Purchase Price on the terms and conditions set forth herein.

#### 4.2. Closing.

The time of closing (the "Closing") shall be 10:00 a.m. CST on the day that is 90 days after the date of Grantor's receipt of the Option Notice, as such date may be extended by mutual agreement of the parties, at the offices of Chicago Title and Trust Company in Chicago, Illinois, or at such other time, date or place as may be agreed by Grantor and Grantee.

#### 4.3. Closing Procedures.

(a) Grantor's Deliveries. At the Closing, Grantor shall deliver or cause to be delivered to Grantee in form and substance reasonably satisfactory to and approved in writing by

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Grantee, each of the following instruments and documents (copies of which shall be delivered to Grantee five days prior to Closing):

(1) a general warranty deed or trustee's deed conveying good and marketable fee simple title to the Property (the "Property Deed"), in recordable form, duly executed by Grantor, subject only to the Permitted Exceptions;

(2) bill of sale in customary form conveying all personal property associated with the Property, duly executed by Grantor;

(3) the Title Policy insuring title to the Property in Grantee subject only to the Permitted Exceptions;

(4) appropriate state, county and local real estate transfer declarations executed by Grantor;

(5) possession of the Property, free and clear of all leases, tenancies and occupancies (other than the Permitted Exceptions);

(6) a closing statement; and

(7) such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement or to effect the conveyance of the Property.

(b) Grantee's Deliveries. At the Closing, Grantee shall deliver, or cause to be delivered to Grantor in form and substance reasonably satisfactory to and approved in writing by Grantor, each of the following instruments and documents (copies of which, other than the check or wire transfer referred to in

paragraph (1) below, shall be delivered to Grantor five days prior to Closing):

(1) a cashier's or certified check or wire transfer in an amount equal to the Purchase Price;

(2) such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement or to effect the conveyance of the Property.

4.4. Prorations. (a) The following shall be prorated and adjusted between Grantor and Grantee as of midnight of the day preceding the date of Closing, except as otherwise specified:

(1) real estate taxes and other state or city taxes, charges and assessments affecting the Property not yet due and payable (collectively "real estate taxes"), shall be prorated based on the most recent real estate tax bill; and

(2) such additional adjustments or prorations as are normally made in connection with transactions of this nature.

(b) Special assessments for improvements as to which work has commenced as of the date of the Closing (including installments payable in the future), and which are not attributable to Grantee, shall be paid exclusively by Grantor. Special assessments for improvements benefitting the Property as to which no work has commenced as of Closing or which are attributable to Grantee shall be paid exclusively by Grantee.

(c) At Closing, the amount of prorations and adjustments as aforesaid shall be determined or estimated to the extent practicable, and monetary adjustment shall be made between

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Grantor and Grantee. As the amounts of the respective items become finally ascertained, further adjustment and reparation shall be promptly made between the parties in cash.

## 5. CONDITIONS TO OBLIGATIONS OF GRANTEE.

Grantee's obligation to close after the exercise of a Call Option is expressly conditioned upon and subject to the following matters being satisfied at Closing.

5.1. Grantor's Representations and Warranties. All of Grantor's representations and warranties contained in this Agreement shall be true and correct.

5.2. Grantor's Compliance with Closing Obligations. Grantor shall have delivered, or caused to be delivered, to Grantee all instruments and documents to be delivered to Grantee at Closing pursuant to any provision of this Agreement and shall have complied with all other obligations required to be performed by Grantor prior to Closing.

## 6. CONDITIONS TO OBLIGATIONS OF GRANTOR.

Grantor's obligation to close after the exercise of an Option is expressly conditioned upon and subject to the following matters being satisfied at Closing.

6.1. Grantee's Representations and Warranties. All of Grantee's representations and warranties contained in this Agreement shall be true and correct.

6.2. Grantee's Compliance with Closing Obligations. Grantee shall have delivered, or caused to be delivered, to Grantor all instruments and documents to be delivered to Grantor

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at Closing pursuant to any provision of this Agreement and shall have complied with all other obligations required to be performed by Grantee prior to Closing.

## 7. REPRESENTATIONS AND WARRANTIES OF GRANTEE

Grantee hereby represents and warrants to Grantor as follows:

7.1. Organization. Grantee is a corporation duly organized, legally existing and in good standing under the laws of the State of Delaware and has full corporate power and authority (a) to own or lease its properties and to carry on its business as it is now being conducted, (b) to enter into this Agreement and to purchase the Property from Grantor as provided herein, and (c) to carry out the other transactions and agreements contemplated hereby.

7.2. Execution. The execution, delivery and performance of this Agreement and each of the other agreements contemplated hereby and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action of Grantee. This Agreement has been duly executed and delivered by Grantee and is a valid and binding obligation of Grantee, enforceable against Grantee in accordance with its terms.

7.3. Violations, Conflicts. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will: (a) conflict with or violate any provision of Grantee's articles of incorporation or bylaws, or of



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any law, ordinance or regulation or any decree or order of any court or administrative or other governmental body which is either applicable to, binding upon or enforceable against Grantee; (b) result in any breach of or default under any material mortgage, contract, restrictive covenant, agreement, indenture or other instrument which is either binding upon or enforceable against Grantee or the Property; or (c) impair or in any way limit any governmental or official license, approval, permit or authorization of Grantee.

7.4. Brokers. Grantee has not dealt with any broker, salesperson, agent or finder in this transaction.

## 8. REPRESENTATIONS AND WARRANTIES OF GRANTOR.

Grantor hereby represents and warrants to Grantee that:

8.1. Organization. Grantor is a corporation duly organized, legally existing and in good standing under the laws of the State of Illinois and has full corporate power and authority (a) to own or lease its properties and to carry on its business as it is now being conducted, (b) to enter into this Agreement and to sell the Property to Grantee as provided herein, and (c) to carry out the other transactions and agreements contemplated hereby.

8.2. Execution. The execution, delivery and performance of this Agreement and each of the other agreements contemplated hereby and the consummation of the transactions contemplated hereby have been duly authorized by all necessary

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corporate action of Grantor. This Agreement has been duly executed and delivered by Grantor and is a valid and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

8.3. Violations, Conflicts. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will: (a) conflict with or violate any provision of Grantor's articles of incorporation or bylaws, or of any law, ordinance or regulation or any decree or order of any court or administrative or other governmental body which is either applicable to, binding upon or enforceable against Grantor; (b) result in any breach of or default under any material mortgage, contract, restrictive covenant, agreement, indenture or other instrument which is either binding upon or enforceable against Grantor or the Property; or (c) impair or in any way limit any governmental or official license, approval, permit or authorization of Grantor.

8.4. Brokers. Grantor has not dealt with any broker, salesperson, agent or finder in this transaction.

## 9. ADDITIONAL AGREEMENTS.

9.1. Payment of Costs and Expenses. (a) Grantor shall pay the costs of fees for recording releases of liens and encumbrances and state, county and local transfer taxes (if the state, county or local laws or ordinances impose such fees on a seller of real estate).

(b) Grantee shall pay the costs of the Survey, the Title Commitment, the Title Policy, recording the deed, all recording and title charges relating to Grantee's financing and state, county and local transfer taxes (if the state, county or local laws or ordinances impose such fees on a purchaser of real estate).

(c) Other costs, charges, and expenses shall be paid as provided in this Agreement, or in the absence of such provision, in accordance with the customs and practices followed in the vicinity of the Property. Except as otherwise provided in this Agreement, each party shall pay its own legal fees. To the extent a state, county or local law or ordinance does not impose the transfer fee on either the seller or purchaser of real estate, such fee shall be divided equally between the parties hereto.

9.2. Default. (a) Grantor and Grantee agree that in the event of a default by either party, the other party shall, prior to taking any such action as may be available to it, provide written notice to the defaulting party stating the default and giving the defaulting party 15 days within which to cure such default. The non-defaulting party shall not be required to tender performance to the defaulting party as a condition precedent to holding the defaulting party in default.

(b) In the event that Grantor defaults in the performance of its obligations hereunder with respect to a Call Option, Grantee may avail itself of any or all rights (including, without

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limitation, the right of specific performance) which it may have at law or in equity under or by reason of such default.

(c) If Grantee defaults in its obligations hereunder with respect to a Call Option, Grantor shall have the right, as its sole and exclusive remedy, to cancel any prior or future exercise by Grantee of a Call Option.

## X. GENERAL

10.1. Modification; Waiver. Neither this Agreement nor any of the terms, covenants or conditions hereof may be amended, supplemented, modified or waived orally, but only by written instrument executed by the party against which such amendment, supplement, modification or waiver is sought to be enforced.

10.2. Expenses. Whether or not the transactions contemplated hereby shall be consummated, Grantor and Grantee will each bear its own costs and expenses and will pay for all services rendered to it in facilitation of the transactions contemplated hereby, including, without limitation, attorneys', accountants' and investment bankers' fees.

10.3. Notices. All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered, (ii) if mailed, on the third (3rd) business day after deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, or (iii) if delivered by reputable overnight express courier,

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freight prepaid, the next business day after delivery to such courier; in every case addressed to the party to be notified as follows:

If to Grantor:

Platinum Development Corp.  
2625 Butterfield Road  
Suite 1116E  
Oakbrook, Illinois 60521  
Attention: Steven Devick

with a copy to:

Malk, Harris & Miller  
212 East Ohio Street  
Suite 500  
Chicago, Illinois 60611  
Attention: Daniel D. Drew

If to Grantee:

American Medicorp Development Co.  
P.O. Box 1438  
500 West Main Street  
Louisville, Kentucky 40201  
Attention: Vice President -- Real Estate

with a copy to

Bell, Boyd & Lloyd  
Three First National Plaza  
Suite 3200  
Chicago, Illinois 60602  
Attention: Lawrence C. Eppley

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection or refusal to accept or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

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10.4 Parties in Interest; Assignment. This Agreement and all the provisions hereof shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests and obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party hereto. Except as provided in Section 2.2 hereof, nothing in this Agreement, whether expressed or implied, shall be construed to give any person other than Grantor or Grantee any legal or equitable right, remedy or claim under or in respect of this Agreement.

10.5. Counterparts This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

10.6. Headings. The article and section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

10.7. Governing Law. This Agreement shall be construed, performed and enforced in accordance with the laws of the State of Illinois without regard to the laws that might otherwise govern under applicable principles of conflicts of laws.

10.8. Rule Against Perpetuities. The Call Options shall be limited in time to the extent necessary to comply with any Rule Against Perpetuities or statute of similar import. Without limiting the generality of the foregoing, no such right shall continue with respect to the Property beyond the date 20

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years and six months after the death of the last to survive of the now living descendants of George Bush, the current President of the United States of America.

10.9. Recording. This Agreement shall be filed of record in the real estate records pertaining to the Property.

10.10 Termination. Grantor may terminate this Agreement, and Grantee's right to exercise a Call Option, by recording with the Cook County Recorder of Deeds on or before the date which is 18 months after the date hereof, a certified copy of the Completion Evidence. In such case, Grantee shall have no further rights hereunder and this Agreement shall be and become null and void without further action of either party hereto.



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IN WITNESS WHEREOF, this Agreement has been executed on  
the date first above written.

GRANTOR:

DOWNERS GROVE NATIONAL BANK,  
as Trustee aforesaid

By: 

Its Assistant Vice President and Trust Officer

PLATINUM DEVELOPMENT CORP.,  
an Illinois corporation

By: 

Its PRES

GRANTEE:

AMERICAN MEDICORP DEVELOPMENT  
CO., a Delaware corporation

By: 

Its Vice President

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DUPAGE )

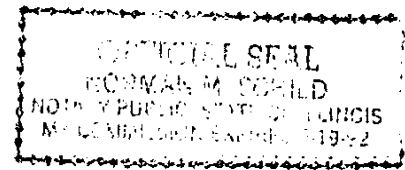
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Jacquelyn J. Volkert Assistant Vice President and Trust Officer, Vice President of Downers Grove National Bank ~~and Assistant Secretary~~ of said Bank, respectively who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President ~~and Assistant Secretary~~, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of March, 1991.

Norman M. Schild  
Notary Public

My commission expires \_\_\_\_\_.

State of Illinois )  
 ) SS.  
County of COOK )

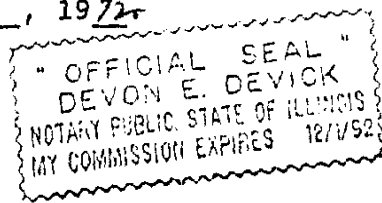


I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Steven Devick, the PRESIDENT of Platinum Development Corp., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such PRESIDENT, appeared before me this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

Given under my hand and official seal, this 15 day of March, 1991.

My commission expires 12/1, 1992

Devon E. Devick  
Notary Public



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State of <sup>KENTUCKY</sup> ~~Illinois~~ )  
county of JEFFERSON ) SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that MICHAEL A. HENDRICKS, the VICE PRESIDENT of American Medicorp Development Co., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and official seal, this 28th day of MARCH, 1991.

My commission expires JAN 4, 1992.

Lisa A. Miller  
Notary Public

This instrument prepared by and after recording return to:

Lawrence C. Eppley  
Bell, Boyd & Lloyd  
Three First National Plaza  
Suite 3200  
Chicago, Illinois 60602

# UNOFFICIAL COPY

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Lot 2 in Humana Medical Office Building No. 2 Subdivision,  
being a subdivision of part of the Northwest fractional  
Quarter of Section 7, Township 41 North, Range 10, East of  
the Third Principal Meridian, in Cook County, Illinois.

Vacant tract of land on the east side of Barrington Road south of Higgins,  
Hoffman Estates, Illinois

07-07-100-011

Property of Cook County Clerk's Office

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