



**SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]  
FY 2016**

<b>Name of Redevelopment Project Area:</b>	Main Street
<b>Primary Use of Redevelopment Project Area*:</b>	Combination/Mixed
<b>If "Combination/Mixed" List Component Types:</b>	Retail/Office/Genl Bus
<b>Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):</b>	
<b>Tax Increment Allocation Redevelopment Act</b> <u>X</u>	<b>Industrial Jobs Recovery Law</b> _____

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] <b>If yes, please enclose the amendment labeled Attachment A</b>	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] <b>Please enclose the CEO Certification labeled Attachment B</b>		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] <b>Please enclose the Legal Counsel Opinion labeled Attachment C</b>		X
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] <b>If yes, please enclose the Activities Statement labeled Attachment D</b>	X	
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] <b>If yes, please enclose the Agreement(s) labeled Attachment E</b>		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] <b>If yes, please enclose the Additional Information labeled Attachment F</b>	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] <b>If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G</b>	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] <b>If yes, please enclose the Joint Review Board Report labeled Attachment H</b>	X	
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] <b>If yes, please enclose the Official Statement labeled Attachment I</b>	X	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] <b>If yes, please enclose the Analysis labeled Attachment J</b>	X	
Cumulatively, have deposits from any source equal or greater than \$100,000 been made into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) <b>If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K</b>		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] <b>If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L</b>		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] <b>If yes, please enclose list only, not actual agreements labeled Attachment M</b>	X	

\* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

**SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))**

**Provide an analysis of the special tax allocation fund.**

**FY 2016**

**TIF NAME: Main Street**

Fund Balance at Beginning of Reporting Period \$ 995,585

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment	\$ 34,337	\$ 2,762,927	100%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest			0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources	\$ 3,690	\$ 3,690	0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

\*must be completed where current or prior year(s) have reported funds

**Total Amount Deposited in Special Tax Allocation Fund During Reporting Period** \$ 38,027

**Cumulative Total Revenues/Cash Receipts** \$ 2,766,617 100%

**Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)** \$ 1,171,138

**Distribution of Surplus**  

**Total Expenditures/Disbursements** \$ 1,171,138

**NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS** \$ (1,133,111)

**FUND BALANCE, END OF REPORTING PERIOD\*** \$ (137,526)

\* if there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

**SURPLUS\*/(DEFICIT)(Carried forward from Section 3.3)** \$ (337,526)





**SECTION 3.2 A**

**PAGE 3**

14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		\$ -
15. Costs of construction of new housing units for low income and very low-income households Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
<b>TOTAL ITEMIZED EXPENDITURES</b>		<b>\$ 1,171,138</b>



**SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))**

**Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period**

**FY 2016**

**TIF NAME: Main Street**

**FUND BALANCE, END OF REPORTING PERIOD** \$ (137,526)

	Amount of Original Issuance	Amount Designated
<b>1. Description of Debt Obligations</b>		

**Total Amount Designated for Obligations** \$ - \$ -

<b>2. Description of Project Costs to be Paid</b>		
Legal Services		\$ 50,000
Engineering Services		\$ 50,000
Demolition costs for properties purchased		\$ 100,000

**Total Amount Designated for Project Costs** \$ 200,000

**TOTAL AMOUNT DESIGNATED** \$ 200,000

**SURPLUS\*/(DEFICIT)** \$ (337,526)

\* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing

**SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]**

**FY 2016**

**TIF NAME: Main Street**

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

       **No property was acquired by the Municipality Within the Redevelopment Project Area**

**Property Acquired by the Municipality Within the Redevelopment Project Area**

Property (1):	
Street address:	23 W Main Street
Approximate size or description of property:	See Attached Exhibit A
Purchase price:	62,500.00
Seller of property:	Fifth Third Bank

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

23 W MAIN

**EXHIBIT A**

**LEGAL DESCRIPTION**

**LOT 8 IN BLOCK 6 IN THE VILLAGE OF GLENWOOD, BEING A  
SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 3,  
TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST  
26, 1974 IN BOOK 8 OF PLATS, PAGE 59 IN COOK COUNTY, ILLINOIS.**

**PIN:32-03-319-004-0000**

## SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)

PAGE 1

FY 2016

TIF NAME: Main Street

\*Page 1 is to be included with TIF Report. Pages 2-3 are to be included ONLY if projects are listed.

Box below must be filled in with either a check or number of projects, not both

Check if NO projects were undertaken by the Municipality Within the Redevelopment Project Area: \_\_\_\_\_ENTER total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below\* 12

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 8,308,107	\$ -	\$ -
Public Investment Undertaken	\$ 1,660,698	\$ 44,000	\$ 30,750
Ratio of Private/Public Investment	5		0

## Project 1: \*IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE

Gabe's Place Glenwood			
Private Investment Undertaken (See Instructions)	\$ 17,000	\$ -	\$ -
Public Investment Undertaken	\$ 4,250	\$ -	\$ -
Ratio of Private/Public Investment	4		0

## Project 2:

H.N. Properties			
Private Investment Undertaken (See Instructions)	\$ 300,000	\$ -	\$ -
Public Investment Undertaken	\$ 71,380	\$ -	\$ -
Ratio of Private/Public Investment	4 14/69		0

## Project 3:

Bruti Associates			
Private Investment Undertaken (See Instructions)	\$ 7,000,000	\$ -	\$ -
Public Investment Undertaken	\$ 700,000	\$ -	\$ -
Ratio of Private/Public Investment	10		0

## Project 4:

Carts N Parts			
Private Investment Undertaken (See Instructions)	\$ 219,000	\$ -	\$ -
Public Investment Undertaken	\$ 109,500	\$ -	\$ -
Ratio of Private/Public Investment	2		0

## Project 5:

Kelly J Properties			
Private Investment Undertaken (See Instructions)	\$ 68,038	\$ -	\$ -
Public Investment Undertaken	\$ 47,626	\$ -	\$ -
Ratio of Private/Public Investment	1 3/7		0

## Project 6:

The Station REM Inc			
Private Investment Undertaken (See Instructions)	\$ 35,000	\$ -	\$ -
Public Investment Undertaken	\$ 17,500	\$ -	\$ -
Ratio of Private/Public Investment	2		0

<b>Project 7:</b>			
<b>Gabe's Place</b>			
Private Investment Undertaken (See Instructions)	\$ 120,000	\$ -	\$ -
Public Investment Undertaken	\$ 60,000	\$ -	\$ -
Ratio of Private/Public Investment	2		0

<b>Project 8:</b>			
<b>Sanfratello's Kitchen</b>			
Private Investment Undertaken (See Instructions)	\$ 7,991	\$ -	\$ -
Public Investment Undertaken	\$ 15,981	\$ -	\$ -
Ratio of Private/Public Investment	1/2		0

<b>Project 9:</b>			
<b>Terry J Jarosky</b>			
Private Investment Undertaken (See Instructions)	\$ 55,786	\$ -	\$ -
Public Investment Undertaken	\$ 274,711	\$ -	\$ -
Ratio of Private/Public Investment	13/64		0

<b>Project 10:</b>			
<b>Sharon D Ward White/Star Design Studios</b>			
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 35,000	\$ -	\$ -
Ratio of Private/Public Investment	0		0

<b>Project 11:</b>			
<b>Terry J Jarosky</b>			
Private Investment Undertaken (See Instructions)	\$ 40,250	\$ -	\$ -
Public Investment Undertaken	\$ 74,750	\$ 44,000	\$ 30,750
Ratio of Private/Public Investment	7/13		0

<b>Project 12:</b>			
<b>Porkchop</b>			
Private Investment Undertaken (See Instructions)	\$ 445,042	\$ -	\$ -
Public Investment Undertaken	\$ 250,000	\$ -	\$ -
Ratio of Private/Public Investment	1 71/91		0

<b>Project 13:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

<b>Project 14:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

<b>Project 15:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0



**VILLAGE OF GLENWOOD**

**COOK COUNTY, ILLINOIS**

**ORDINANCE NO. 2015 - 25**

**AN ORDINANCE PROVIDING FOR THE REPAYMENT OF A PRIOR LOAN MADE  
FROM THE INDUSTRIAL PARK TIF REDEVELOPMENT PROJECT AREA TO THE  
TO THE MAIN STREET TIF REDEVELOPMENT PROJECT AREA**

**ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF GLENWOOD  
THIS 15<sup>TH</sup> DAY OF DECEMBER, 2015**

Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Glenwood, Cook  
County, Illinois this 15th day  
of December, 2015.

ORDINANCE NO. 2015 - 25

**AN ORDINANCE PROVIDING FOR THE REPAYMENT OF A PRIOR LOAN MADE FROM THE INDUSTRIAL PARK TAX INCRMENT REDEVELOPMENT PROJECT AREA TO THE TO THE MAIN STREET TAX INCRMENT REDEVELOPMENT PROJECT AREA**

WHEREAS, pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. seq.*, the Village of Glenwood established a redevelopment project area known as the Main Street Tax Increment Redevelopment Project Area ("Main Street TIF") and a redevelopment project area known as the Industrial Park Tax Increment Redevelopment Project Area (Industrial Park TIF);

WHEREAS, in 2004 the Village entered into a Redevelopment Agreement ("Redevelopment Agreement") with Bruti Associates, Inc. ("Bruti") pertaining to the development of certain property located within the boundaries of the Main Street TIF that is known as Nugent Square;

WHEREAS, under the Redevelopment Agreement, Bruti was entitled to receive and did receive a reimbursement of \$700,000.00 [village to confirm amount] for certain expenditures that meet the definition of Redevelopment Project Costs that is contained in Section 5/11-74.4-3(q) of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3(q);

WHEREAS, in the event the special tax allocation fund for the Main Street TIF did not have sufficient funds to pay Bruti the \$700,000 due under the Redevelopment Agreement, the Redevelopment Agreement provided that said payment was to be made by the Village from other funds which would be reimbursed from future revenues received by the special tax allocation fund for the Main Street TIF;

WHEREAS, because the special tax allocation fund for the Main Street TIF did not have sufficient funds to reimburse Bruti, the Village funded the \$700,000 payment required under the Redevelopment Agreement by loaning funds from the Industrial Park TIF to the Main Street TIF;

WHEREAS, because the Main Street TIF is not sufficiently contiguous to the Industrial Park TIF, the Village is unable to make a permanent transfer of funds from the Industrial Park TIF to the Main Street TIF, thereby requiring that the Main Street TIF repay the loan to the Industrial Park TIF;

WHEREAS, the ability of the Main Street TIF to repay the Industrial Park TIF has been delayed by a number of factors including: (1) the inability of the developer of the Nugent Square to sell the commercial and residential condominium units; (2) the severe recession experienced in the real estate markets beginning as of 2006-7; and (3) the Village's need to maintain funds in the Main Street TIF to fund the Village's share of the State of Illinois Project involving the reconstruction of Main Street, the final determination of which was delayed as a result of litigation involving a payment dispute between a subcontractor, the contractor and the State;

WHEREAS, the Main Street TIF now has generated sufficient funds such that it can begin to repay a large portion of the loan received from the Industrial Park TIF;

WHEREAS, the Village's corporate authorities desire to repay the \$700,000 loan that is due the Industrial Park TIF from the Main Street TIF pursuant to this Ordinance;

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Glenwood, Cook County Illinois, pursuant to their home rule powers as follows:

**SECTION 1: Recitals.**

The forgoing recitals are true, correct, a material part of this ordinance and are incorporated herein as if they were fully set forth in this section.

**SECTION 2: Repayment of Loan.**

The Finance Director is authorized to repay the \$700,000 loan amount that is due to the Industrial Park TIF from the Main Street TIF using current funds in the Main Street TIF to extent they are available after taking into account amounts that are due to be paid from the Main Street TIF pursuant to existing Main Street redevelopment agreements and then from future receipts in the Main Street TIF to the extent they are not needed to fund any future redevelopment agreements until the loan amount has been fully repaid.

**SECTION 3: Home Rule.**

This Ordinance, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should: (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law; or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Glenwood that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 4: Invalidity.**

In the event any portion of this ordinance is found to be invalid, the remaining portions of this ordinance shall be severible from any such invalid portion and enforced to the fullest extent possible.

**SECTION 5: Repealer.**

The specific terms and conditions of this Ordinance shall prevail against other existing ordinances of the Village to the extent there may be any conflict. All existing ordinances of the Village which directly conflict with the terms of this Ordinance are herein repealed.

**SECTION 6: Effective date.**

This Ordinance shall be in full force and effect from and after its passage and approval and shall thereafter be published in pamphlet form as provided by law.

PASSED this 15<sup>th</sup> day of December, 2015.

AYES: Beckman Hopkins Slaughter Styles Washington Winston

NAYS: None

ABSENT: None

ABSTAIN: None

APPROVED this 15th day of December, 2015.



Ronald J. Gardiner, Village President

ATTEST:

  
Ernestine T. Dobbins, Village Clerk

# VILLAGE OF GLENWOOD

ONE ASSELBORN WAY • GLENWOOD, ILLINOIS 60425

708.753.2400  
708.753.2406 Fax

ATTACHMENT B



February 16, 2017

The Honorable Illinois Comptroller  
James R. Thompson Center  
100 West Randolph Street  
Suite 15-1500  
Chicago, Illinois 60601

To Whom It May Concern:

After discussions with staff regarding the Main Street TIF District, it appears that our municipality has complied with all of the requirements of the Act during the preceding fiscal year 2016.

If you have any questions, please do not hesitate to contact myself or Linda Brunette at 708-753-2400.

Sincerely,

Ronald J. Gardiner  
Village President

ROSENTHAL, MURPHEY, COBLENTZ & DONAHUE

LAW OFFICES

30 NORTH LA SALLE STREET

SUITE 1624

CHICAGO, ILLINOIS 60602

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MATTHEW D. ROSE

PETER M. ROSENTHAL  
(1950-2010)

AMBER M. SAMUELSON

February 15, 2017

WRITER'S DIRECT LINE

(312) 541-1075

Attachment C

Illinois Comptroller  
James R. Thompson Center  
100 W. Randolph Street, Suite 15-1500  
Chicago, Il. 60601-3252

Re: Village of Glenwood  
Main Street Tax Increment Redevelopment Plan and Project Area

Dear Comptroller:

Please be advised that this office serves as the corporate attorney for the Village of Glenwood. I have reviewed the annual tax increment finance report for the fiscal year ending April 30, 2016 for the Village of Glenwood's Main Street Tax Increment Redevelopment Plan and Project Area and believe that the report is in compliance with the Tax Increment Allocation Redevelopment Act.

Very truly yours,



John F. Donahue

ATTACHMENT E

**COMMERCIAL REAL ESTATE SALE AGREEMENT**

This Commercial Real Estate Sale Agreement ("Agreement") is made and entered into as of the last date on which the Agreement was executed in full by all parties (the "Effective Date") by and between Fifth Third Bank, an Ohio banking corporation (the "Seller") and Village of Glenwood, an Illinois Municipality (the "Buyer").

**RECITALS**

- A. Seller is the owner of certain real estate commonly known as: 23 West Main St., Glenwood, IL 60630, together with all improvements located thereon and all rights and appurtenances thereto, as more particularly described in Exhibit A attached hereto ("Property").
- B. Seller agrees to sell and convey, and Buyer hereby agrees to purchase the Property on the terms and conditions set forth below.

**AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PURCHASE PRICE.** The purchase price for the Property shall be Sixty Two Thousand Five Hundred Dollars (\$62,500.00) (the "Purchase Price"), subject to adjustments and prorations set forth herein, and payable as follows:

a. The sum of One Thousand Dollars (\$1,000.00) (the "Earnest Money") paid by Buyer simultaneously with the execution of this Agreement by certified or cashier's check or wire transfer of immediately available funds as earnest money to apply toward the Purchase Price, to be held by Golden Arrow Realty ("Escrow Agent") to be held in escrow pending the Closing (hereinafter defined) of this transaction. Within 3 days of the Effective Date, Buyer shall provide Seller with proof that the Earnest Money was so deposited. The Earnest Money shall be paid to Seller and credited toward the Purchase Price at Closing.

b. The balance of the Purchase Price, by certified or cashier's check or wire transfer of immediately available funds, at Seller's election, shall be payable at Closing.

2. **Intentionally Deleted.**

3. **DUE DILIGENCE.**

a. Seller will not pay for, and Buyer shall be solely responsible for securing and paying for, any title review, title insurance policy, survey or appraisal of the Property and any and all other costs associated with Buyer's due diligence with respect to this Agreement and/or the Property. Buyer is solely responsible for determining whether the Property is located in a common interest subdivision, including the amount and frequency of any fees which may be due to any homeowner's association associated with the subdivision.

b. Buyer acknowledges that any materials, data, or information provided by Seller to Buyer in connection with this Agreement ("Due Diligence Materials"), are delivered to Buyer for convenience purposes only and Seller makes no representations or warranties of any kind, express or implied, with respect to the Due Diligence Materials. Buyer shall rely on the Due Diligence Materials at its own risk. If this Agreement is terminated for any reason, then Buyer shall promptly deliver to Seller all Due Diligence Materials and Buyer shall have no further interest in the Due Diligence Materials. Buyer expressly releases (i) Seller, (ii) Seller's agents, affiliates, employees, advisors, and attorneys, and (iii) any other person or entity preparing any Due Diligence Materials (collectively, the "Seller Parties") from and waives any and all claims against the Seller Parties related to the Due Diligence Materials and any and all environmental liabilities whether such liability is imposed by statute, regulation, or ordinance or derived from common law. The obligations of Buyer under this section shall survive the Closing or earlier termination of this Agreement.

c. All information obtained by Buyer or Buyer's agents, employees, or contractors ("Buyer's Agents") from Seller or Seller's agents, employees, or contractors, or by reason of any inspection of the Property by Buyer or Buyer's Agents, including, but not limited to, any data, surveys, written reports, field notes, and drawings resulting from any inspection, survey, test or other inquiry (collectively, "Confidential Information"), shall be held strictly confidential by Buyer and Buyer's Agents, subject only to mandatory disclosure pursuant to legal process. All inspections and tests performed on the Property by Buyer or Buyer's Agents shall be conducted in compliance with all federal, state, and local laws, orders, regulations, and ordinances. Buyer shall indemnify and hold Seller harmless from any and all claims, actions, losses, liabilities, or damages resulting from any activity on the Property by Buyer or Buyer's Agents or any unauthorized disclosure of any Confidential Information. If this Agreement is terminated for any reason, (a) Buyer shall promptly deliver to Seller all Confidential Information and all copies of the Confidential Information, (b) Buyer and Buyer's Agents shall have no further interest in the Confidential Information, and (c) Seller and Seller's assignees shall own and be entitled to utilize the Confidential Information in any manner, and no assignment or transfer document shall be required, this Agreement acting in lieu of any otherwise required or appropriate assignment or transfer document. The obligations of Buyer under this section shall survive the Closing and any termination of this Agreement.

4. **INSPECTION CONTINGENCY.** Commencing on the Effective Date of this Agreement, Buyer and its agents and contractors shall have a period of thirty (30) days (the "Due Diligence Period") to complete, at Buyer's sole cost and expense, inspections or other due diligence inquiries Buyer deems necessary or desirable, including but not limited to physical inspections, environmental inspections, surveys, appraisals, the availability of all permits and approvals, the impact of governmental requirements and feasibility of developing the Property as purposed by Buyer (collectively, the "Inspections"). Notwithstanding the foregoing or anything herein to the contrary, no Phase II environmental study may be conducted on the Property without the express prior written consent of Seller, which may be withheld in Seller's sole discretion. If Buyer's inspections and inquiries under this section disclose material deficiencies in the Property to which Buyer objects, or if Buyer otherwise determines that the Property is not satisfactory for Buyer's intended purposes and needs, Buyer may elect to terminate the Agreement by providing written notice to Seller on or before the expiration of the Due Diligence Period, in which case the Earnest Money shall promptly be returned to Buyer and the parties shall have no further obligations under this Agreement except for those obligations that expressly survive termination of the Agreement. If Buyer does not

terminate the Agreement prior to the expiration of the Due Diligence Period, Buyer shall be deemed to be satisfied with the Property and to have waived any objections.

Buyer, its consultants and contractors shall have the right to enter upon the Property during the Due Diligence Period, at reasonable hours, for the limited purpose of performing the Inspections. Notwithstanding the foregoing, Buyer's rights are subject to the following limitations: (i) Buyer shall give Seller written or telephonic notice at least one (1) business day before conducting any Inspections on the Property, and a representative of Seller shall have the right to be present when Buyer or its representatives conducts its or their Inspections on the Property; (ii) neither Buyer nor its representatives shall materially interfere with the use, occupancy or enjoyment of the Property by Seller or any tenants; (iii) neither Buyer nor its agents shall damage the Property or any portion thereof; (iv) Buyer shall indemnify, hold harmless and defend Seller against all costs (including reasonable attorneys' fees) and damage to the Property caused by or arising out of the Inspections or activities of Buyer or its agents under this section; (v) prior to any entry or inspection, Buyer shall provide Seller with a certificate of insurance from Buyer and from each of Buyer's agents and representatives inspecting the Property evidencing the existence of commercial general liability insurance from an insurance company licensed to do business in the state in which the Property is located, with a broad form contractual liability endorsement, in an amount not less than \$1,000,000 combined limit for any injury, death, or property damage sustained as a result of any one accident or occurrence, naming Seller as an additional insured and insuring against any injuries or damages to persons or property that may result from or are related to Buyer or Buyer's agents' or contractors' entry upon the Property and/or the Inspections; (vi) any representative or agent of Buyer which conducts environmental inspections of the Property shall also provide, prior to entry or inspection, evidence of environmental liability insurance in an amount of not less than \$1,000,000; (vii) Buyer and Buyer's agents and representatives hereby waive any and all claims against Seller and Seller's agents for any injury to persons or damage to property arising out of any inspections or physical testing of the Property, including but not limited to any damage to the tools or equipment of Buyer and Buyer's representatives and agents, all of which shall be brought onto the Property at the sole risk and responsibility of Buyer and Buyer's representatives and agents, unless such injury is caused by the grossly negligent act of Seller or Seller's agents; (viii) Buyer and Buyer's representatives shall, at Buyer's sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules regulations, ordinances, and policies in conducting any of its inspections or testing of the Property; (ix) Buyer agrees to keep the Property free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Buyer or Buyer's representatives or agents in connection with any inspection or testing, and if any such lien shall at any time be filed, Buyer shall cause the same to be discharged of record within five (5) days thereafter by satisfying the same (and if Buyer fails to do so, Seller may discharge the same at Buyer's expense); (x) except as approved by Seller in writing, in no event shall Buyer or Buyer's representatives or agents have the right to place any materials or equipment on the Property (including without limitation, signs or other advertising material) until after the Closing has occurred; (xi) if the Property is winterized, Buyer is responsible for the cost of de-winterizing; (xi) Seller does not guarantee that utilities will be activated for Inspection if inoperable, damaged or unsafe; and (xii) some areas of the Property may be inaccessible, and Seller is not responsible to provide access to such areas.

In the event that this Agreement fails to close for any reason whatsoever, Buyer shall: (i) at its sole cost and expense, repair any damage to the Property caused by Buyer's activities on the

Property, and shall return the Property to the condition it was in prior to Buyer's activities on the Property; and (ii) immediately deliver to Seller, at Buyer's cost and expense and at no cost or expense to Seller all reports, studies, surveys, site plans and other written or graphic material of any kind or nature whatsoever generated, collected, prepared or compiled in connection with any investigations, examinations, tests or inspections conducted by or for Buyer. All inspections, examinations and studies of the Property shall be at Buyer's sole cost and expense. All of Buyer's duties and obligations under this section, including without limitation Buyer's indemnification obligation, shall survive the termination of this Agreement or the Closing of the transaction contemplated in this Agreement.

5. **SURVEY AND TITLE.** Prior to the expiration of the Due Diligence Period, Buyer may, at Buyer's cost and expense, conduct a title examination of the Property and/or obtain a survey of the Property. Buyer shall have until the expiration of the Inspection Period to approve title and survey matters for the Property or to notify Seller in writing of its objections thereto, if any (the "**Title Objections**"). Buyer's failure to timely provide Title Objections to Seller shall be deemed a waiver of Buyer's right to object to any matters related to title and survey.

If Buyer raises any Title Objections, then Seller may, but shall have no obligation to, elect to cure and remove such Title Objections. If Seller so elects to attempt to cure any title issues, Seller shall have a minimum of sixty (60) days from the date of its receipt of the Title Objections (the "**Title Cure Period**") in which to do so. The Closing Date shall be extended until 5 days after the earlier of (i) the expiration of the Title Cure Period or (ii) the date on which the Title Objections which Seller has elected to cure and/or remove are cured and/or removed. If within such Title Cure Period, Seller in its sole discretion determines that it is unable or unwilling to resolve such matters, then Buyer shall have as its sole and exclusive remedy the options either to (i) terminate this Agreement by providing Seller with written notice of its intent to do so no later than the earlier of five (5) days after Buyer's receipt of notice from Seller or the Closing Date (failure to timely provide such notice to Seller shall be deemed a waiver of Buyer's right to terminate under this section), or (ii) waive such defects and proceed to close the transaction contemplated herein, accepting the Property as it then is and without setoff or reduction in the Purchase Price. In the event that Buyer fails to provide timely notice of its intent to terminate the Agreement, Buyer shall be deemed to have waived any title objections. In the event Buyer shall timely elect to terminate because of an uncured Title Objection, then the Earnest Money shall be returned to Buyer, and the parties hereto shall be relieved of all rights and obligations hereunder, except for those rights and obligations which expressly survive the termination of this Agreement.

6. **TAXES, INSURANCE, RENTS, AND UTILITIES.**

(a) At Closing, Buyer shall receive credit toward the Purchase Price in the amount of all real estate taxes and assessments, if any, for the year(s) prior to the year in which the Closing takes place, if unpaid at said time. All real estate taxes and assessments, if any, for the year in which the Closing takes place shall be prorated based on the most recent real estate tax bill on a daily basis from January 1 to the Closing Date. To the extent that any such taxes and assessments are unpaid for the year in which Closing takes place, Buyer shall receive a credit toward the Purchase Price for such taxes and assessments attributable to the Property up to and including the Closing Date. Except as set forth below, such proration shall be final, and after such proration is made the Buyer shall be responsible for paying all installments of taxes and assessments as they become due. Buyer agrees

to, and hereby does, indemnify and hold Seller harmless of and from any and all liabilities, claims, demands and expenses, of any kind or nature arising out of or with respect to Buyer's failure to timely pay taxes in accordance with the preceding sentence. Buyer's obligations under this paragraph shall survive Closing.

(b) Buyer acknowledges and agrees that any "rollback" or similar taxes imposed because of a change in use or ownership of the Property, whether attributable to the time before Closing or after, shall be the sole and exclusive responsibility of Buyer, and that Seller shall have no obligation in connection therewith. Buyer's obligations under this paragraph shall survive Closing.

(c) In the event that Seller has protested or appealed, or, prior to the Closing Date, protests or appeals, the ad valorem/real estate taxes for the Property (or any portion thereof) for the year of Closing or for prior years, and such protest results in a reduction in taxes payable, Buyer shall reimburse Seller for Buyer's pro rata share of the reasonable and actual costs incurred by Seller in pursuing such protest or appeal, and Seller shall be entitled to receive (either directly from the taxing authority, or from Buyer if the same had been paid or credited to Buyer) any resulting tax refund or the amount of such reduction in said taxes for periods prior to the Closing Date. Furthermore, there may be pending real property tax proceedings to achieve tax savings on the Property which are being handled by a property tax consulting firm engaged by Seller (the "Tax Consultant"). As between Seller and Buyer, it is agreed that any such fee shall be paid by the party benefiting from the tax savings, calculated on a pro-rata basis, based on the time of ownership of the Property. Seller shall not be responsible for, and shall have no obligation to account to Buyer for, any security deposits or any other funds paid or payable by any tenants under any leases affecting all or a portion of the Property, except to the extent that any such funds were actually paid to, and received by, Seller. Buyer's obligations under this paragraph shall survive Closing.

(d) No prorations will be made in relation to insurance premiums, and Seller's insurance policies will not be assigned to Buyer.

(e) Rents received by Seller for the month of Closing and homeowners' association dues, where applicable, shall be prorated on the settlement statement; and security deposits (only to the extent actually held by Seller), if applicable, shall be transferred to Buyer via a credit on the closing statement.

(f) Final readings and final billings for utilities, if any, will be made as of the Closing Date, and all utilities consumed on the Property before the Closing shall be at Seller's expense. Seller will be entitled to all deposits, if any, presently in effect with the utility providers, and Buyer will be obligated to make its own arrangements for deposits with the utility providers. Unless otherwise specified in this Agreement, all other closing costs shall be allocated as is customary for the county and state where the Property is located.

7. **CONDEMNATION.** If prior to Closing any authority having the right of eminent domain shall commence negotiations with Seller, or commence legal action for temporary or permanent taking or for acquiring of all or any part of the Property, Seller shall give notice to Buyer and either party shall have the right to terminate this Agreement by providing the other party with notice of termination within ten (10) days of receipt of Seller's notice under this section or proceed to close, in which event the Purchase Price (i) shall be reduced by the amount of condemnation award received

by Seller, or (ii) shall remain unchanged and the Buyer shall receive an assignment of such award in the event that such amounts are paid after Closing.

**8. PROPERTY SOLD "AS IS" AND DISCLAIMER.** Buyer understands that Seller acquired title to the Property by foreclosure sale, trustee's sale, deed-in-lieu of sale, forfeiture, tax sale, foreclosure, or similar process, and that Seller has little or no direct knowledge concerning the physical or economic characteristics of the Property. It is understood and agreed that Seller has not made, does not make, and it specifically negates and disclaims any representations, warranties, promises, agreements, or guaranties of any kind or character, express or implied, oral or written, past, present or future, with respect to the Property, including but not limited to, warranties, representations, or guaranties as to (i) the value, nature, quality, square footage, or condition of the Property, including without limitation, its water, soil, and geology, (ii) title matters; (iii) environmental matters relating to the Property or any portion thereof or the compliance of or by the Property or its operation with any environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements (collectively, "Environmental Laws"), including the existence in or on the Property of hazardous materials, (iv) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water, reservoirs, limitations regarding the withdrawal of water and earthquake faults and the resulting damage of past and/or future earthquakes, (v) whether, and the extent to which, the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone areas, flood plain, floodway or special flood hazard, (vi) drainage, (vii) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (viii) zoning to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof, including, without limitation, water, sewage, gas and electric, (x) usage of adjoining property, (xi) access to the Property or any portion thereof, (xii) compliance with any plans and specifications, size, location, land use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, (xiii) compliance of the Property with any or all past, present or future federal, state or local ordinances, codes or similar laws, building, fire or zoning ordinances, codes or other similar laws, (xiv) the existence or non-existence of underground storage tanks, (xv) any other matter affecting the stability or integrity of the land, (xvi) the potential for further development of the Property, (xvii) the existence of vested land use, zoning or building entitlement affecting the Property, (xviii) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property (Buyer affirming that Buyer has not relied on Seller's skill or judgment to select or furnish the Property for any particular purpose, and that Seller makes no warranty that the Property is fit for any particular purpose), (xix) tax consequences (including, but not limited to, the amount, use or provisions relating to any tax credits), (xx) the income to be derived from the Property, (xxi) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon, (xxii) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable government authority or body, (xxiii) the manner of quality of the construction or materials, if any incorporated into the Property, (xxiv) the manner, quality, state of repair or lack of repair of the Property, (xxv) the existence of any view from the Property or that any existing view will not be obstructed in the future, or (xxvi) any other matter with respect to the Property.

Buyer waives any right to make any claim based on any of the foregoing, including without limitation any right to make any claim against Seller based on the violation of any Environmental

Laws or the presence of any hazardous materials on the Property. Additionally, no person acting on behalf of Seller is authorized to make, and by execution hereof Buyer acknowledges that no person has made, any representation, agreement, statement, warranty, guaranty or promise regarding the Property or the transactions contemplated herein; and no such representation, agreement, statement, warranty, guaranty or promise, if any, made by any person acting on behalf of Seller shall be valid or binding upon Seller unless expressly set forth herein.

Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation, inquiry, or verification of such information and makes no representations as to the accuracy, truthfulness, or completeness of such information. Seller is not liable or bound in any manner by any verbal or written statement, representation, or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, contractor, agent, employee, servant, or any other person. Buyer further acknowledges and agrees that Buyer has knowledge and experience in financial and business matters and dealing with foreclosed and/or REO properties, that enables Buyer to evaluate the merit and risks of the transactions contemplated herein. Buyer is not in a disparate bargaining position vis-à-vis Seller and Buyer hereby waives, to the maximum extent permitted by law, any and all rights, benefits, and remedies under consumer protection laws with respect to any matters pertaining to this Agreement transactions contemplated herein.

Buyer has fully reviewed the disclaimer and waivers set forth in this Agreement with its counsel and understands the significance and effect thereof. Buyer acknowledges that (i) it has fully inspected the Property and that the conveyance and delivery of the Property contemplated by the Agreement is "AS IS" and "WITH ALL FAULTS"; and (iii) no warranty has arisen through trade, customer or course of dealing with Buyer. Buyer represents that Buyer has made or will make on or before Closing, and if not, does hereby waive (i) all inspections of the Property to determine its value and condition deemed necessary or appropriate by Buyer, including without limitation, inspections for the presence of asbestos, pesticide residues, underground storage tanks, hazardous waste and other hazardous materials, and (ii) investigations to determine whether any portion of the Property lies within any flood hazard area as determined by the U.S. Army Corps of Engineers or other applicable authority. Buyer's inspection of the Property (or waiver thereof) shall relieve Seller of any liability to Buyer as a result of any environmental hazard or to the Property and Buyer shall accept liability therefore, as between Buyer and Seller, and shall indemnify and hold harmless Seller from and against any claims, liabilities, demands or actions incident to, resulting from or in any way arising out of such discovery. The provisions of this section shall survive the Closing or termination of this Agreement.

## 9. CLOSING.

a. Closing of this transaction (the "Closing") shall take place on or before the later of forty (40) days after the effective date of the contract or ten (10) days after the waiver or satisfaction of the contingencies set forth herein, if any, or earlier as mutually agreed by the parties (the "Closing Date"). The Closing shall occur at a time and place designated by Seller or via a title company or attorney selected by Buyer and acceptable to Seller (the "Closing Agent") in which case Buyer shall submit the required closing documents to counsel for Seller not less than three business days prior to Closing for review and approval by Seller. Buyer shall pay for all state and/or county transfer taxes (i.e., conveyance fees) required to be paid upon conveyance. Seller shall pay the cost of deed preparation, but the cost of recording the deed and mortgage, if any, shall be paid by Buyer. Each

party shall be responsible for its own attorney fees. Buyer shall pay the entire cost of any closing fee charged by the Closing Agent. Buyer shall be responsible for all costs associated with any and all inspections, including, without limitation, the cost of any title examination, and for any title policy.

b. Seller's Deliveries. At Closing, Seller shall deliver or cause to be delivered to the Closing Agent the following items:

i. a deed of limited warranty (or special warranty where applicable) conveying fee simple title to the Property (the "Deed"), subject to non-delinquent real estate taxes, all easements, covenants, conditions, restrictions and other agreements and other matters of record, all matters which would be disclosed by a recent and accurate survey of the Property, municipal, zoning, and subdivision laws and ordinances, and any defects waived by Buyer pursuant to this Agreement. The Deed shall convey the Property by the legal description of the Property as acquired by Seller;

ii. a non-foreign status affidavit executed by Seller;

iii. Seller's standard incumbency certificate and resolution. Seller shall not be obligated to execute or deliver any other authority documents;

iv. An Owner's Affidavit in the form attached hereto as Exhibit B (please attach example). Seller shall not be obligated to execute any other affidavit regarding title or survey matters pertaining to the Property;

v. A settlement statement, prepared by the Closing Agent, duly executed by Seller, setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Buyer and Seller.

c. Buyer's Deliveries. At Closing, Buyer shall deliver or cause to be delivered to Seller the following items:

i. The Purchase Price by wire transfer of immediately available United States funds, subject to any credits due Buyer (or Seller) and any other adjustments to the Purchase Price as provided in this Agreement;

ii. A resolution of the Buyer's governing body authorizing the execution and delivery by Buyer of this Agreement and authorizing the purchase by Buyer of the Property;

iii. An incumbency certificate or appropriate resolution with respect to the agent authorized by the Buyer to execute any documents or instruments in connection with the transactions contemplated herein;

iv. A Certificate of Good Standing for the entity acquiring title from the Secretary of State or other appropriate governmental office of the state in which the entity was formed, or similar documentation as required by the Closing Agent from a municipality;

v. A settlement statement, prepared by the Closing Agent, duly executed by Buyer, setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Buyer and Seller; and

vi. Such other and further documents necessary to close this transaction in accordance with the terms and conditions of this Agreement.

d. Possession. Possession of the Property shall be delivered to Buyer at Closing, subject to instruments of record and the rights of tenants. Buyer may not occupy or control access to the Property prior to Closing. In the event Buyer alters the Property or occupies the Property or permits it to be occupied by any other person prior to Closing, Seller shall have the right to declare Buyer in default of the Agreement, in which case, in addition to all of Seller's other rights and remedies arising from such default, Buyer's Earnest Money shall be forfeited to Seller not as liquidated damages, but to apply to damages which the Seller may suffer.

10. CASUALTY. If, prior to Closing, the Property is materially damaged or destroyed by fire or other casualty, Buyer, as its sole remedy, shall either (a) proceed to Closing in accordance with the terms and conditions of this Agreement, in which case Buyer shall be entitled to all insurance awards, if any, resulting there from and Seller shall have no repair, restoration or other obligation in connection with such casualty, or (b) terminate this Agreement, in which event the parties shall be released from all liability hereunder and the Earnest Money shall be returned to Buyer. If Buyer elects to cancel this Agreement, Buyer shall so notify Seller in writing within seven (7) days after such fire or other casualty. Failure by Buyer to so notify Seller shall constitute an election to proceed to Closing.

11. DEFAULT BY SELLER. If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement (provided, however, that a title defect which is in existence as of the Effective Date of this Agreement shall not be deemed to be a default on the part of Seller hereunder), as its sole and exclusive remedies, Buyer shall have the right to either: (i) terminate this Agreement and receive the return of the Earnest Money together with a reimbursement from Seller for Buyer's actual and reasonable out of pocket costs and expenses (including reasonable attorneys' fees, costs and disbursements) related to the negotiation of this Agreement, the transaction contemplated hereby and Buyer's due diligence, whereupon the parties shall be released from all further obligations under this Agreement, except those obligations expressly stated to survive herein (provided however that in no event shall Seller's reimbursement obligation exceed \$5,000.00 in the aggregate, and the payment of such reimbursement shall only be made after Seller's receipt of an itemized list from Buyer identifying and describing Buyer's actual and reasonable out of pocket costs and expenses in reasonable detail, together with true and complete copies of all of Buyer's due diligence materials generated in connection with the transaction contemplated hereby); or alternatively, (ii) seek specific performance of the Seller's obligations hereunder.

12. BREACH BY BUYER. If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement (including, without limitation, the failure of any representations and/or warranties of Buyer to be true), Seller may terminate this Agreement by written notice to Buyer and upon such termination the Earnest Money shall immediately be paid to Seller not as liquidated damages, but to apply to damages which the Seller may suffer, and all indemnities given by Buyer herein this Agreement and other applicable obligations that expressly survive termination of the Agreement shall survive such termination. In the event that Seller terminates this Agreement as a result of Buyer's default hereunder and

subsequently Seller institutes any legal action in order to recover the Earnest Money, Buyer shall reimburse Seller for actual attorneys' fees (based on actual time expended at customary hourly rates) incurred by Seller in connection with its efforts to recover the Earnest Money in addition to any court costs incurred by Seller and in addition to any other damages or relief awarded to Seller.

**13. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER:** Buyer represents, warrants and covenants to Seller as follows:

a. Buyer is a sophisticated purchaser and has reviewed all materials relating to the Property and/or had all such materials reviewed by its own experts and consultants.

b. If any personal property, systems, or fixtures (collectively, "Personal Property") are located at the Property, Buyer acknowledges that it is Buyer's responsibility to determine if any third-parties may allege any interest in such Personal Property and that Seller has not made any warranties about such Personal Property or the title to such Personal Property, including without limitation, the existence, transfer, condition, or ownership of the same. Any such personal property, systems, or fixtures is/are delivered "AS-IS, WHERE-IS". It is not the intent of Seller to convey an interest in any property which it does not have the right to convey, nor is it the intent of the Buyer to accept any interest in any property which Seller does not have the right to convey. If any third party asserts and is able to demonstrate that it has a lawful superior interest in any Personal Property, Buyer and Seller agree that the same may be turned over to that party. Buyer has all requisite power and authority to consummate the transaction contemplated by this Agreement and has by proper proceedings duly authorized the execution and delivery of this Agreement and the consummation of the transaction contemplated hereby.

c. This Agreement, when executed and delivered by Buyer and Seller, will constitute the valid and binding agreement of Buyer enforceable against Buyer in accordance with its terms.

d. Neither the execution and delivery of this Agreement, nor the consummation of the transaction contemplated hereby will violate or be in conflict with (i) any applicable provisions of law, (ii) any order of any court or government agency having jurisdiction over the Buyer, or (iii) any agreement or instrument to which Buyer is a party or under which Buyer is bound.

e. There are no actions, suits, claims, or other proceedings pending or, to the best of Buyer's knowledge, contemplated or threatened against Buyer that could affect Buyer's ability to perform its obligations under this Agreement.

f. Buyer has sufficient funds available to consummate the closing of the transaction described in this Agreement.

g. From the Effective Date of this Agreement, Buyer covenants to Seller that, in addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by Buyer, the Buyer shall perform, execute, and deliver or cause to be performed, executed, and delivered at, prior to, or after the Closing, any and all further reasonable acts, deeds, and assurances as Seller or the Closing Agent may reasonably require in order to consummate the transactions contemplated herein.

14. **BROKERAGE COMMISSIONS.** Seller and Buyer each represent and warrant to the other that it has not contacted, contracted with, or entered into any agreement with any real estate broker or agent in connection with this transaction other than Jerry Mustafa of Golden Arrow Realty (as to Seller) and None (as to Buyer) (collectively, the "Brokers"). Buyer and Seller each agree to indemnify and save and hold the other harmless from and against any claims by any broker, finder, agent or other person claiming a commission or other form of compensation by virtue of having dealt with the indemnifying party with regard to this transaction; provided that Seller shall be responsible for payment of a commission to the Brokers upon successful consummation of the Closing pursuant to a separate commission agreement. The provisions of this paragraph shall survive Closing or termination of this Agreement.

15. **SELLER'S RIGHT TO CANCEL.**

a. Intentionally Deleted.

b. Notwithstanding anything herein to the contrary, if (i) taxes, judgments, liens, or assessments would result in negative sales proceeds to the Seller or (ii) a federal, state or local law, ordinance, regulation or direction or order (including but not limited to any directive from the FDIC or any other governmental or regulatory agency), which would prohibit or otherwise result in the sale of the Property having negative regulatory, legal, or other ramification for Seller, then Seller in its sole discretion shall have the right to terminate this Agreement at any time, whereupon any Earnest Money shall be returned to Buyer and the parties shall have no further liability under the Agreement except for those obligations that expressly survive termination of the Agreement; provided, however, that any termination in relation to the circumstances listed in this subsection shall not be deemed to be a default on the part of Seller hereunder.

16. **NOTICES.** All notices, demands, requests, consents, approvals or other communications (the "Notices") required or permitted to be given by this Agreement shall be in writing and shall be either personally delivered, sent by Federal Express or other nationally recognized overnight courier service, or sent by certified United States mail with return receipt requested, properly addressed and with the full postage prepaid. Said Notices shall be effective upon actual receipt. Any Notice may be given by an attorney representing the party giving such Notice. Said Notices shall be sent to the parties hereto at the following addresses, unless otherwise notified in writing:

shall release it from its obligations hereunder, and said original Buyer shall remain liable for complete and timely performance of all of such obligations as and when the same are due.

d. This Agreement may be executed in any number of counterparts each of which shall be considered an original but which together shall constitute one and the same Agreement. The obligations of the parties executing this Agreement as Buyer are the joint and several obligations of each such party.

e. Until Closing, Seller shall have the right to continue to list and market the Property for sale and to accept backup offers.

f. The captions or paragraph headings are for convenience and ease of reference only and shall not be construed to limit or alter the terms of this Agreement.

g. This Agreement shall be governed by the laws of the State where the Property is located.

h. Time is of the essence for all terms and conditions of this Agreement.

i. The invalidity or unenforceability of any provision of the Agreement shall not affect or impair the validity of any other provision or term.

j. **Patriot Act Representations.** Buyer hereby represents and warrants: (i) that none of the funds used by Buyer for payment of the Purchase Price of the Property are subject to any of the following laws of the United States: 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments); 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture); 18 U.S.C. §§ 881 (Drug Property Seizure); Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001; or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162 Public Law 107-56 (the "USA Patriot Act"); and (ii) that Buyer is not a person or entity with whom United States citizens are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action. Buyer shall indemnify and hold Seller harmless from and against any and all claims, actions, fines, penalties and forfeitures arising out of or resulting from any such representation of Buyer that is false, such indemnity to include payment of all costs of Seller in defending against any of the foregoing, including reasonable attorney fees.

The parties have executed this Agreement as of the dates set forth below.

SELLER:

**FIFTH THIRD BANK,**  
an Ohio banking corporation

By: [Signature]  
Name: TERRY M. OSBORNE  
Title: VICE PRESIDENT  
Date: NOVEMBER 5, 2015

By: [Signature]  
Name: DONALD F. LUEKE  
Title: VICE PRESIDENT  
Date: 11-5, 2015

BUYER:

VILLAGE OF GLENWOOD

By: [Signature]  
Name: RONALD J. CARDNER  
Title: VILLAGE PRESIDENT  
Date: 11/3, 2015

**Acknowledgment**

The undersigned hereby acknowledges receipt of the Earnest Money referenced above and agrees to hold the same in accordance with the terms of this Agreement, or as further instructed in writing by both the Buyer and Seller.

ESCROW AGENT:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

**LOT 8 IN BLOCK 6 IN THE VILLAGE OF GLENWOOD, BEING A  
SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 3,  
TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST  
26, 1974 IN BOOK 8 OF PLATS, PAGE 59 IN COOK COUNTY, ILLINOIS.**

**PIN:32-03-319-004-0000**

**EXHIBIT B**

**FORM OF OWNER'S AFFIDAVIT**

**Owner's Affidavit**

The undersigned ("Affiant"), being duly sworn according to law, deposes and states to such Affiant's actual knowledge, without investigation or the duty to investigate, that as of \_\_\_\_\_, 20\_\_:

1. Fifth Third Bank, an Ohio banking corporation (the "Owner") is the owner of that certain property which is described on Exhibit A, attached hereto and made a part hereof (the "Property").
2. During Owner's ownership of the Property, title to the Property has not been disputed or questioned and the undersigned has no actual knowledge of any facts by reason of which title to, or possession of, the Property might be disputed or questioned, or by reason of which any claim to the Property or any portion thereof might be adversely asserted.
3. There are no tenancies, leases, parties in possession or other occupancies of the Property, other than the Owner and except for rights of parties under reservations, easements, and other instruments of record[, except: \_\_\_\_\_].
4. There are not any real estate taxes and/or assessments affecting the Property other than those of record.
5. Affiant has received no written notice of any violation of any covenants, conditions or restrictions, if any, affecting the Property.
6. There are no unpaid bills or claims for labor or services performed or materials furnished or delivered at the Owner's request during the last six (6) months for alterations, repair, work, or new construction on the property.
7. The Owner is not party to any contracts for the making of repairs or improvements on the Property which would survive closing.
8. No proceeding in bankruptcy has ever been instituted by or against the Owner, nor has the Owner made any assignment for the benefit of creditors.
9. Affiants have received no written notice of any action or proceeding relating to the Property in any state or federal court in the United States, except as may be set forth of record.

[SIGNATURES FOLLOW]



ATTACHMENT K

**Village of Glenwood, Illinois**  
**Main Street Tax Increment Financing**  
**District Fund**

Financial and Compliance Report  
Year Ended April 30, 2016

## Contents

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## Independent Auditor's Report on Supplementary Information

To the Honorable President and  
Members of the Board of Trustees  
Village of Glenwood, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Village of Glenwood, Illinois (the Village) as of and for the year ended April 30, 2016 and the related notes to the financial statements, which collectively comprise the Village's basic financial statements and have issued our report thereon dated REPORTDATE, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements. We did not audit the financial statements of the Police Pension Fund, which represents 56.4 percent, 66.6 percent and 32.6 percent, respectively, of assets, fund balance/net position and revenues/additions of the aggregate remaining fund information. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Police Pension Fund, is based solely on the report of the other auditors. We have not performed any procedures with respect to the audited financial statements subsequent to REPORTDATE.

The accompanying supplementary information is presented for the purpose of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Chicago, Illinois  
REPORTDATE

**Village of Glenwood, Illinois**

**Balance Sheet  
Main Street Tax Increment Financing District Fund  
April 30, 2016**

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**Assets**

Cash and cash equivalents	\$	75,353
Land held for resale		39,364
<b>Total assets</b>	<b>\$</b>	<b>114,717</b>

**Liabilities and Fund Balance**

**Liabilities:**

Accounts payable	\$	2,243
Accrued expenses		250,000
<b>Total liabilities</b>	<b>\$</b>	<b>252,243</b>

**Fund balance (Deficit):**

Nonspendable for land held for resale		39,364
Unassigned		(176,890)
<b>Total liabilities and fund deficit</b>	<b>\$</b>	<b>114,717</b>

Village of Glenwood, Illinois

Schedule of Revenues, Expenditures and Changes in Fund Balance  
Main Street Tax Increment Financing District Fund  
Year Ended April 30, 2016

<b>Revenues:</b>	
Property taxes	\$ 34,337
<b>Total revenues</b>	<u>34,337</u>
<b>Expenditures:</b>	
Current:	
Administration:	
Legal services	15,307
Redevelopment agreements	<u>327,915</u>
<b>Total expenditures</b>	<u>343,222</u> ✓
Deficiency of revenues under expenditures	(308,885)
<b>Other financing sources (uses):</b>	
Transfer in	3,690
Transfer (out)	<u>(827,916)</u>
<b>Total other financing sources (uses)</b>	<u>(824,226)</u>
<b>Change in fund balance</b>	(1,133,111)
<b>Fund balance (Deficit):</b>	
May 1, 2015	<u>995,585</u>
April 30, 2016	<u>\$ (137,526)</u> ✓

ATTACHMENT L

**Independent Auditor's Report on Compliance**

To the Honorable President and  
Members of the Board of Trustees  
Village of Glenwood, Illinois

We have audited, in accordance with auditing standards generally accepted in the United States of America, the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Village of Glenwood, Illinois (the "Village") for the year ended April 30, 2016, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated DATE.

In connection with our audit, nothing came to our attention that caused us to believe that the Village failed comply with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) applicable to the Village's Main Street Tax Increment Financing District Fund for the year ended April 30, 2016, insofar as they relate to accounting matters. However, our audit was not directly primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the Village's noncompliance with the above referenced provisions of Illinois Public Act 85-1142, insofar as they relate to accounting matters.

This report is intended solely for the information and use of management, the Village President and Board of Trustees, each governmental entity within the TIF Area, the State Comptroller and others within the State of Illinois and is not intended to be, and should not be, used by anyone other than these specified parties.

Chicago, Illinois  
REPORTDATE