

PARK DISTRICT OF LA GRANGE

RESOLUTION NO. 15-01

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
PURCHASE AGREEMENT FOR PROPERTY COMMONLY KNOWN
AS PARCEL 2 AND PARCEL 3 IN GORDON PARK**

Approved by the Board of Park Commissioners, **August 10, 2015**

RESOLUTION NO. 15-01

BE IT RESOLVED by the Board of Park Commissioners of the Park District of La Grange, THAT:

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
PURCHASE AGREEMENT FOR PROPERTY COMMONLY KNOWN
AS PARCEL 2 AND PARCEL 3 IN GORDON PARK**

shall be, and is hereby, approved as follows:

Section 1. BACKGROUND.

On March 3, 2009, the Park District of La Grange (the "**Park District**") filed an application in the circuit court of Cook County under the Park Commissioners Land Sale Act (70 ILCS 1235/1) to sell two parcels of land in Gordon Park, commonly known as Parcels 2 and 3, no longer needed or deemed necessary or useful for the purpose of said park. On October 8, 2010, the circuit court entered an order, attached and incorporated in to this Resolution as **Exhibit A**, authorizing the Park District to sell Parcels 2 and 3 at a price to be no less than the average of three MAI appraisals. The circuit court's judgment was affirmed by Illinois' First District Appellate court on October 17, 2013. (*In re Application of the Park District*, 2013 IL App (1st) 110334).

The Park District recently obtained three MAI appraisals, and negotiated the Purchase Agreement ("**Agreement**"), attached and incorporated in to this Resolution as **Exhibit B**, under which the Park District would receive a price in excess of the average of the three MAI appraisals in exchange for the sale of Parcels 2 and 3. The Board of Park Commissioners now desires to approve and authorize the execution of the Agreement for the sale of Parcels 2 and 3.

Section 2. APPROVAL; AUTHORIZATION.

A. The Agreement shall be and is hereby approved in substantially the form of **Exhibit B**.

B. The President and Executive Director are authorized and directed to execute and seal the Agreement in substantially the form of **Exhibit B**.

Section 3. PRIOR AGREEMENTS AND CONTRACTS.

The Agreement approved in Subsection 2.A abrogates, terminates and supersedes any and all previous or contemporaneous oral or written agreements, contracts and any related negotiations between the parties with respect to Parcels 2 and 3.

PASSED this 10th day of August 2015.

AYES: Commissioners; Walsh, Ashby, and Vear

NAYS: None

ABSENT: Commissioners; Penicook and Lacey

APPROVED this 20th day of August 2015.

By: Mayellen Benecook
President, Board of Commissioners
Park District of La Grange

ATTEST:

Dean Bissin
Secretary, Board of Commissioners
Park District of La Grange

EXHIBIT A

October 8, 2010 Circuit Court Order

(see attached)

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

In the Matter of the petition of the
Park District of LaGrange, A Body Politic
AND Corporate organized and Existing
Under the Laws of the State of Illinois
To Sell a Parcel of Land LESS THAN
Three Acres

v.

No. 09 CH 09421

This cause coming on for **ORDER** trial it is hereby ordered
For reasons stated in open court, the Park District
of La Grange is authorized to sell all or part of
2.88 acres of land commonly known as parcels two (2)
and three (3) in Gordon Park at a price to
be established by calculating the average of
three (3) MIA appraisals.

Atty. No.: 42783

Name: Roger K. Bush

ENTERED:

Atty. for: Applicant

Dated: Oct 9, 2010

Address: 140 S. Dearborn # 600

City/State/Zip: Chicago, IL 60603

Telephone: 312-782-7606

ENTERED
JUDGE SUSAN FOX GILLIS-1793
JUL 08 2010
Judge
DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL
DEPUTY CLERK

Judge's No.

Exhibit B
Purchase Agreement
(see attached)

4840-8601-8086, v. 1

PURCHASE AGREEMENT

This Purchase Agreement is made as of the 24 day of AUGUST, 2015 by and between the Park District of LaGrange, a body politic and corporate organized and existing under the laws of the State of Illinois (“**Seller**”) and Pathway Acquisitions, LLC, an Illinois limited liability company (“**Purchaser**”).

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

Accordingly, Seller and Purchaser agree as follows:

ARTICLE 1

Definitions.

The following terms shall have the meanings set forth below:

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

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

- Exhibit A: Legal Description of Land
- Exhibit B: Earnest Money Escrow
- Exhibit C: Form of Deed
- Exhibit D: Form of Re-Certification of Representations and Warranties

1.3 Approval Period. The period commencing on the Effective Date and ending on the date which is 120 days after the expiration of the Feasibility Period, subject to extension in accordance with Section 2.2.2, unless sooner expired in accordance with Section 2.2.2.

1.4 Article. An article of this Agreement.

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

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

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

1.8 Earnest Money. As defined in Section 3.2.1.

1.9 Earnest Money Escrow. As defined in Section 3.2.1.

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

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

1.12 Feasibility Period. The period commencing on the Effective Date and ending on the date which is 60 days after the Effective Date.

1.13 Financing Contingency Period. The period commencing on the Effective Date and ending on the date which is 120 days after the expiration of the Approval Period unless sooner expired in accordance with Section 2.2.3.

1.14 Hazardous Material. Any substance, chemical, waste, or material that is or becomes regulated under applicable law because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity, including asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by-products and any substance, chemical, waste or material regulated by any Hazardous Material Law.

1.15 Hazardous Material Laws. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, as such acts may be amended from time to time, and any other Federal, state, county, municipal, local, or other law, statute, code, ordinance, rule or regulation which relates to or deals with human health or the environment in the jurisdiction in which the Property is located.

1.16 Improvements. All buildings, structures, fixtures and improvements located on the Land.

1.17 Land. The real property commonly known as "Lot 2" and "Lot 3" located at LaGrange Road and Ogden Avenue within Gordon Park, LaGrange, Illinois, and consisting of an approximately 2.82 acres parcel of land, and more particularly described on Exhibit A together with all easements, appurtenances and hereditaments thereto.

1.18 Lot 1. The real property known as Lot 1 in Shawmut Avenue Addition No. 2, being a part of Vacated Shawmut Avenue (vacated by Document No. 17706352) and parts of Blocks 2 and 3 in Shawmut Avenue Addition to La Grange, a subdivision in the north half of Section 4, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

1.19 Lot 2. The real property known as Lot 2 in Shawmut Avenue Addition No. 2, being a part of Vacated Shawmut Avenue (vacated by Document No. 17706352) and parts of Blocks 2 and 3 in Shawmut Avenue Addition to La Grange, a subdivision in the north half of Section 4, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

1.20 Lot 3. The real property known as Lot 3 in Shawmut Avenue Addition No. 2, being a part of Vacated Shawmut Avenue (vacated by Document No. 17706352) and parts of Blocks 2 and 3 in Shawmut Avenue Addition to La Grange, a subdivision in the north half of Section 4, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

1.21 Maintenance Shed. The one-story brick and metal clad structure located on Lot 1 and Lot 2.

1.22 Permitted Exceptions. The easements, restrictions, reservations and other matters affecting title to the Property, if any, to the extent determined to be Permitted Exceptions pursuant to Section 5.2 and 5.3.

1.23 Personal Property. All personal property owned by Seller, located on the Land and the Improvements and used in connection with the maintenance operation, ownership or management of the Real Property.

1.24 Property. The Real Property and the Personal Property, collectively.

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

1.26 Real Property. The Land and the Improvements, collectively.

1.27 Records. All records of Seller in Seller's possession or control relating to the Real Property, and the Personal Property, including but not limited to, (a) real estate tax bills for the immediately three (3) prior years, (b) all, reports and studies (including soil, engineering, environmental reports or tests, including all drafts and letters and other documents which order, describe or limit the scope of such tests, reports or studies), and (c) title policies and commitments, surveys, blueprints, plans and specifications regarding the Real Property.

1.28 Section. A section of this Agreement.

1.29 Shawmut Avenue Extension. A boulevard to be constructed and maintained on Lot 1.

1.30 Survey. The survey of the Real Property described in Section 5.1.2.

1.31 Title Company. First American Title Insurance Company.

1.32 Title Evidence. The title evidence with respect to the Property described in Section 5.1.

ARTICLE 2

Purchase and Sale; Contingencies.

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

2.2 Contingencies.

2.2.1 Feasibility Period. During the Feasibility Period, Purchaser shall have the right to conduct its due diligence and reviews of the Property. Purchaser shall have the right to inspect the Property and perform any studies, including, structural, mechanical, environmental and regulatory, if applicable, and review all relevant information including the Records. In addition, Purchaser must receive satisfactory evidence that any liens on the Property will be terminated or released as of Closing. If Purchaser, in its sole discretion, determines that the Property is not satisfactory to Purchaser for any reason, then Purchaser may terminate the Agreement by notice to Seller sent no later than three (3) business days after the expiration of the Feasibility Period in which event (a) this Agreement shall be null and void, (b) Purchaser shall receive all Earnest Money with interest accrued thereon, if any, and (c) the parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities, or obligations that expressly survive a termination of this Agreement. The Feasibility Period will expire 60 days after the Effective Date.

2.2.2 Approval Period. Purchaser is planning to develop and operate an Assisted Living Facility at the Property and will need to obtain certain governmental approvals it deems necessary for such use, including, but not limited to, zoning entitlements and other similar approvals as to the Property (the “**Approvals**”). The Approval Period will expire one hundred twenty (120) days after the expiration of the Feasibility Period, provided, however, Purchaser shall use commercially reasonable efforts to obtain the Purchaser Approvals as quickly as possible.

(a) Purchaser agrees that as soon as Purchaser has received the Approvals, Purchaser will notify Seller and the Approval Period will expire as of the date of such notice. If Purchaser has not received the Approvals Purchaser deems necessary, in its sole discretion, prior to the expiration of the Approval Period, then Purchaser may (i) extend the Approval Period for an additional 60 days by written notice to Seller sent no later than expiration of the Approval Period; or (ii) terminate the Agreement by written notice to Seller sent no later than expiration of the Approval Period in which event (a) this Agreement shall be null and void, (b) Purchaser shall receive all Earnest Money with interest accrued thereon, if any, and (c) the parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities, or obligations that expressly survive a termination of this Agreement.

(b) If the Approval Period has been extended in accordance with (a)(i), above, and Purchaser has not received the Approvals Purchaser deems necessary, in its sole discretion, prior to the expiration of the Approval Period, as extended, then Purchaser may (i) extend the Approval Period an additional 60 days by written notice to Seller sent no later than expiration of the Approval Period, as extended, provided further that Purchaser shall deposit an additional \$7,500 dollars as Earnest Money, which additional deposit shall be non-refundable to Purchaser (except in the case of a Seller default or a failure by Seller to satisfy the conditions in Section 6.1) but shall be applied to the Purchase Price at Closing; or (ii) terminate the Agreement by written notice to Seller sent no later than expiration of the Approval Period, as extended, in which event (a) this Agreement shall be null and void, (b) Purchaser shall receive all Earnest Money with interest accrued thereon, if any, and (c) the parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities, or obligations that expressly survive a termination of this Agreement.

(c) If the Approval Period has been extended in accordance with (b)(i), above, and Purchaser has not received the Approvals Purchaser deems necessary, in its sole discretion, prior to the expiration of the Approval Period, as extended, then Purchaser may terminate the Agreement by written notice to Seller sent no later than the expiration of the Approval Period, as extended, in which event (i) this Agreement shall be null and void, (ii) Purchaser shall receive all Earnest Money with interest accrued thereon, if any, except that the \$7,500 non-refundable portion of the Earnest Money shall be delivered to Seller, and (iii) the parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities, or obligations that expressly survive a termination of this Agreement.

(d) In the event Purchaser does not extend the Approval Period as set forth above, or terminate the Agreement on or before the expiration of the Approval Period, as extended, the Purchaser shall be deemed to waive the Approval Period and the Earnest Money shall become non-refundable to Purchaser (except in the case of a Seller default or a failure by Seller to satisfy the conditions in Section 6.1) but shall be applied to the Purchase Price at Closing.

2.2.3 Financing Contingency Period. Purchaser will require additional time after the Approval Period to obtain and secure financing approvals and commitments to purchase the Property and develop and operate an Assisted Living Facility at the Property. If Purchaser has not obtained such financing approvals or commitments Purchaser deems necessary, in its sole discretion, prior to the expiration of the Financing Contingency Period, then Purchaser may terminate the Agreement by notice to Seller sent no later than expiration of the Financing Contingency Period in which event (a) this Agreement shall be null and void, (b) Seller shall receive all Earnest Money; (c) Purchaser shall receive any interest accrued on the Earnest Money, if any, and (d) the parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that expressly survive a termination of this Agreement. The Financing Contingency Period will expire one hundred twenty (120) days after the expiration of the Approval Period, as extended, provided, however, Purchaser shall use commercially reasonable efforts to secure such financing approvals as quickly as possible. When Purchaser has obtained its financing

approvals, Purchaser agrees to notify Seller and the Financing Contingency Period will expire as of the date of such notice.

2.3 Cooperation. Seller will cooperate with Purchaser in Purchaser's attempts to satisfy the contingencies set forth above, including, but not limited to, executing such documents as may be reasonably requested by Purchaser in connection therewith. Specifically, Purchaser shall have the right, at Purchaser's sole cost and expense, to file applications or requests with any governmental entity having jurisdiction over the Property, including but not limited to applications to rezone the Property or to request zoning variances, special use, or other types of relief.

ARTICLE 3

Purchase Price and Additional Consideration.

3.1 Amount. Purchaser shall pay to Seller as and for the Purchase Price for the Property the sum of Three Million Four Hundred and Fifty Thousand Dollars (\$3,450,000.00).

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

3.2.1 Within three business (3) days after the Effective Date, Purchaser will deliver, by check or wire transfer, funds in the amount of Fifty Thousand Dollars (\$50,000.00) (the "**Earnest Money**") to Title Company for deposit into a strict joint order escrow account (the "**Earnest Money Escrow**") in the form attached hereto as Exhibit B; provided, however, Purchaser shall have the right to receive the Earnest Money upon its unilateral direction (without the need to obtain Seller consent) if Purchaser terminates this Agreement at any time prior to the expiration of the Financing Contingency Period, as permitted under this Agreement. The Earnest Money shall be applied to the Purchase Price at Closing. All interest earned on the Earnest Money shall be for the benefit of Purchaser.

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

3.3 Additional Consideration.

3.3.1 Shawmut Avenue Extension. The Seller desires to improve access to Gordon Park with the Shawmut Avenue Extension, and as additional consideration for the purchase of the Property, the Purchaser agrees that after the Closing Purchaser shall construct and maintain the Shawmut Avenue Extension on Lot 1, at Purchaser's expense and according to the standards prescribed by the Village of La Grange, along with any landscaping, buffering, or other requirements for the Shawmut Avenue Extension imposed by the Village of La Grange. Notwithstanding the foregoing, if the Village of LaGrange imposes any storm water detention requirements in connection with the Shawmut Avenue Extension, Purchaser's obligation shall be limited to, at the Seller's option selected during the Approval Period, either: (a) constructing and maintaining a

storm water detention area (and not a storm water detention vault) on other adjacent property owned and designated by Seller, and not on the Property; or (b) payment of an amount to Seller equal to the reasonable estimated cost of the obligation described in Subsection 3.3.1(a). This Agreement is not a conveyance of Lot 1, and Seller reserves its ownership rights in Lot 1. Purchaser shall construct the Shawmut Avenue Extension, and make any payment required under Subsection 3.3.1(b), at times and in a manner reasonably acceptable to Seller. The terms of this Subsection 3.3.1 shall survive the Closing, but Purchaser shall have no obligations under this Subsection 3.3.1 unless and until the Closing occurs.

3.3.2 Demolition of Maintenance Shed. The Seller desires to improve access to Gordon Park with the demolition of the Maintenance Shed, and as additional consideration for the purchase of the Property, the Purchaser agrees that after the Closing Purchaser shall demolish the Maintenance Shed, remove all debris, and perform all necessary re-grading, at Purchaser's expense, to the reasonable satisfaction of the Seller's Executive Director. The Purchaser shall complete the demolition of the Maintenance Shed and all debris removal and re-grading at times (during the normal course of Purchaser's construction on the Property) and in a manner reasonably acceptable to Seller. The terms of this Subsection 3.3.2 shall survive the Closing, but Purchaser shall have no obligations under this Section 3.3.2 unless and until the Closing occurs.

ARTICLE 4

Closing.

4.1 Closing Date. The Closing shall occur on a date to be determined by Purchaser not more than sixty (60) days after the expiration of the Financing Contingency Period. The Closing shall be held in escrow at the Title Company's office at a mutually agreed upon time. Notwithstanding the foregoing, Purchaser will use commercially reasonable efforts to schedule the Closing as soon as reasonably possible after the expiration of the Financing Contingency Period.

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

4.2.1 A special warranty deed in the form of Exhibit C conveying to Purchaser the Real Property, subject only to Permitted Exceptions.

4.2.2 An Affidavit of Title in form reasonably acceptable to Purchaser.

4.2.3 A certificate in the form of Exhibit D certifying that the representations and warranties contained in Section 7.1 of this Agreement are true and correct as of the Closing Date.

4.2.4 An affidavit of Seller regarding liens, judgments, tax liens, bankruptcies, parties in possession, survey and mechanics' or materialmen's liens

and other matters affecting title to the Property and/or as may be reasonably required by Title Company to delete the so-called “standard exceptions” from the title insurance policy consistent with the Commitment.

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

4.2.6 Any appropriate required Federal Income Tax reporting form.

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

4.2.8 A settlement statement consistent with this Agreement.

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

4.3.1 All documents and instruments which (a) the Title Company may reasonably determine are necessary to evidence the authority of Purchaser to enter into and perform this Agreement and to execute and deliver the documents and instruments required to be executed and delivered by Purchaser pursuant to this Agreement, or (b) may be required of Purchaser under applicable law, including any revenue or tax certificates or statements, or any affidavits, certifications or statements.

4.3.2 A settlement statement consistent with this Agreement.

4.4 Purchaser’s Additional Closing Deliveries.

4.4.1 At Closing, Purchaser shall cause to be delivered to Seller the portion of the Purchase Price payable pursuant to Section 3.2, as adjusted pursuant to Section 4.6, in cash or by certified or cashier’s check or by wire transfer of immediately available funds.

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

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

4.6.1 The Property is exempt from the payment of real estate taxes and real estate transfer taxes, therefore, real estate taxes or real estate transfer taxes will not be prorated at Closing.

4.6.2 Purchaser shall pay for the cost of recording the Deed.

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

4.6.4 Seller shall pay all service charges for, costs and premiums of the Commitment, the title policy (with extended coverage). Purchaser shall pay the cost of all endorsements to the title policy (other than extended coverage) cost of all updates to the Commitment, all premiums required for Purchaser's lender's title policy and the Survey.

4.6.5 Seller and Purchaser shall each pay one half (1/2) of any Closing fee (including the New York style closing fee) payable to Title Company with respect to the transaction contemplated by this Agreement, including the fees relating to the Closing Escrow described in Section 4.6.

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

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

ARTICLE 5

Title Examination.

5.1 Title Evidence. Seller shall deliver to Purchaser within fifteen (15) days of the Effective Date the following title evidence (the "**Title Evidence**"):

5.1.1 A commitment to insure title to the Real Property issued by Title Company (the "**Commitment**"). The Commitment shall (a) be issued on ALTA Owner's Form B-2006 in an amount equal to the Purchase Price and show Seller as owner of the Real Property, and (b) include legible copies of all documents, instruments and matters shown as exceptions or referenced therein.

5.1.2 Seller has delivered to Purchaser its most recent survey of the Real Property (the "**Survey**"), prepared and certified by a registered land surveyor

licensed in the jurisdiction in which the Real Property is located, and any updates or new surveys shall be done solely at Purchaser's expense.

5.2 Purchaser's Objections and Requirements. Purchaser shall be allowed until the expiration of the Feasibility Period for examination of the Title Evidence and making any objections to the form and/or content of the same. Purchaser shall have the right to object to any of the exceptions and Seller shall be obligated to use its commercially reasonable efforts to cure such exceptions by causing same to be removed from the Commitment; provided, however, Seller shall not be obligated to cure such exceptions except to the extent such exceptions relate to mortgages or uncontested liens and judgments encumbering the Property. Any objections not made by the expiration of the Feasibility Period shall be deemed to be waived by Purchaser and shall constitute Permitted Exceptions. Purchaser's objections may include additional requirements with regard to the Title Evidence based upon its initial review of the same, including requiring (a) satisfaction of Title Company's requirements as set forth in the Commitment, (b) deletion of all the so-called "standard exceptions" to coverage, (c) affirmative insurance of any easements appurtenant to the Property, (d) reasonable affirmative title insurance endorsements with respect to the Property. Purchaser shall have the renewed right to object to the Title Evidence if the same is revised or endorsed from time to time and new title exceptions are raised.

5.3 Correction of Title. Seller shall be allowed thirty (30) days after the making of Purchaser's objections to respond to Purchaser's objections in writing and specify whether Seller will cure, or commit to cure, the same, in which case Seller shall diligently proceed and use its commercially reasonable efforts to do so. If such cure is not completed or committed to in writing within such thirty (30) day period, Purchaser shall have the option by written notice to Seller given not later than fifteen (15) after Purchaser's receipt of Seller's written response, to do any of the following:

5.3.1 Terminate this Agreement and receive a full refund of all Earnest Money together with interest thereon.

5.3.2 Waive one or more of its objections and such waived objections shall constitute additional Permitted Exceptions.

If Purchaser fails to send written notice to Seller on or before fifteen (15) days after the receipt of Seller's written response to its objections exercising any of the above stated options, Purchaser shall be deemed to have elected to waive its objections in accordance with Section 5.3.2.

ARTICLE 6

Conditions Precedent.

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

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

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

6.1.3 On the Closing Date, the Title Company shall issue Purchaser an owner's title insurance policy (or marked-up commitment therefor) insuring fee simple title to the Property in Purchaser in the amount of the Purchase Price in the form and condition required by Article 5.

If any conditions in this Section 6.1 have not been satisfied on or before the Closing Date, Purchaser may terminate this Agreement by sending notice to Seller on or before the Closing Date, in which event: (a) this Agreement shall be null and void, (b) Purchaser shall receive all Earnest Money with interest accrued thereon, if any, and (c) the parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that expressly survive a termination of this Agreement. Provided, however, Purchaser's termination in accordance with this Section 6.1 is subject to Seller's rights to cure in accordance with Section 13.2. Provided further, in the event a failure of Seller to satisfy any such conditions that constitute a default under this Agreement, Purchaser shall be entitled to exercise any and all of its remedies hereunder. If Purchaser shall fail to timely terminate this Agreement as set forth herein, the conditions in this Section 6.1 shall be deemed waived. The conditions of this Section 6.1 are specifically stated and for the sole benefit of Purchaser. Purchaser in its discretion may unilaterally waive (conditionally or absolutely) the fulfillment of any one or more of the conditions, or any part thereof, by notice to Seller. Seller shall not take or authorize, directly or indirectly, any action that modifies or changes the circumstances upon which the conditions set forth in this Section 6.1 were deemed satisfied or waived by Purchaser without Purchaser's consent.

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

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

6.2.2 On the Closing Date, Purchaser shall have made the deliveries required by Sections 4.3 and 4.4 of this Agreement.

If any of the conditions in this Section 6.2 have not been satisfied on or before the Closing Date, then Seller shall be entitled to exercise any and all of its remedies hereunder, subject, however, to Purchaser's rights to cure in accordance with Section 13.1. The conditions in this Section 6.2 are specifically stated and for the sole benefit of Seller. Seller in its discretion may unilaterally waive any one or more of the conditions, or any part thereof, by notice to Purchaser.

ARTICLE 7

Representations and Warranties.

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

7.1.1 There are no contracts in effect for the sale of any of the Property other than this Agreement. Seller has received no notice of and has no knowledge of any rights of first refusal or first offer, options to purchase any of the Property or any other rights or agreements which may delay or prevent this transaction.

7.1.2 There has been no labor or materials of any kind furnished to or for the benefit of the Property for which payment in full has not been made.

7.1.3 No person or entity is entitled to possession of any of the Property, other than Seller and except pursuant to Permitted Exceptions.

7.1.4 There are no undisclosed contracts or agreements in effect with respect to the Property that would hinder the Purchaser's use of the Property.

7.1.5 Seller has received no notice of and has no knowledge of any pending or proposed special assessments affecting the Property or any proposed or pending public improvements which may give rise to any special assessments affecting the Property.

7.1.6 Seller has received no notice of and has no knowledge that any of the Property or its use or uses are in violation of applicable law or any applicable private restriction applicable to the Property.

7.1.7 Seller has received no notice of and has no knowledge of any action, litigation, investigation, or proceeding of any kind pending or threatened against Seller related to the Property.

7.1.8 Seller has received no notice of and has no knowledge of any pending or threatened condemnation or transfer in lieu thereof affecting any of the Real Property, nor has Seller agreed or committed to dedicate any of the Property.

7.1.9 To the best of Seller's knowledge, and except to the extent disclosed by Seller to Purchaser in writing, Seller has not (i) generated, manufactured, buried, spilled, leaked, or (ii) discharged, emitted, stored, disposed of, used, or released any Hazardous Materials about the Real Property, and has permitted no other party to do any of the same. To the best of Seller's knowledge and except to the extent disclosed by Seller to Purchaser in writing, Seller at all times has operated and administrated the Real Property in compliance with Hazardous Material Laws and has kept in full force and effect all licenses, permits, and other authorizations required pursuant to any Hazardous Material Law for the lawful operation and administration of the Real Property. Except as

disclosed in the environmental reports, and except to the extent disclosed by Seller to Purchaser in writing, if any, delivered by Seller to Purchaser, Seller has received no notice of and has no knowledge of (a) that any Hazardous Material(s) is or has ever been generated, manufactured, buried, spilled, leaked, discharged, emitted, stored, disposed or, used or released about the Real Property, (b) of any current requests, notices, investigations, demands, administrative proceedings, hearings, litigation, or other action proposed, threatened or pending relating to any of the Real Property which allege non-compliance with or liability under any Hazardous Material Law, or (c) that any above-ground or underground storage tanks or other containment facilities of any kind containing any Hazardous Materials are or have ever been located about the Real Property.

7.1.10 Seller has delivered or, within the time frame provided in Section 8.2, shall deliver to Purchaser true, correct, and complete copies of the Records in Seller's custody and control. Seller does not warrant and shall not be responsible for the accuracy or completeness of any Record not prepared by Seller or an affiliate of Seller or their conclusions or recommendations unless Seller or any affiliate has knowledge that the same are inaccurate, incomplete, or misleading in any material respect.

7.1.11 No management, leasing or maintenance personnel or agents employed in connection with the operation of the Property have the right to continue such employment after Closing. No person or entity is entitled to claim any brokerage or leasing commissions or other payments with respect to any of the Property.

7.1.12 Seller has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto. This Agreement has been duly executed and delivered by Seller and is a valid and binding obligation of Seller enforceable in accordance with its terms. The execution, delivery, and performance by Seller of this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto does and will not conflict with or result in a violation of any judgment, order, or decree of any court or arbiter to which Seller is a party, or any agreement to which Seller and/or any of the Property is bound or subject, including all orders entered in 09 CH 09421.

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

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

The foregoing representations and warranties are express representations and warranties which Purchaser shall be entitled to rely on regardless of any investigation or inquiry made by, or any knowledge of, Purchaser. If Purchaser shall obtain actual knowledge prior to Closing that any representation or warranty of Seller contained in this Agreement is untrue or incorrect, but nonetheless elects to proceed to consummate the transaction contemplated by the Agreement, Seller shall have no liability with respect to such untrue or incorrect representation or warranty notwithstanding any contrary provision, covenant, representation, or warranty contained in this Agreement. The foregoing representations and warranties (including as remade pursuant to Section 4.2.3) shall survive until one (1) year after the Closing.

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

7.2.1 Purchaser has been duly formed under the laws of the State of Illinois and is in good standing under the laws of the jurisdiction in which the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Purchaser pursuant hereto. This Agreement has been duly executed and delivered by Purchaser and is a valid and binding obligation of Purchaser enforceable in accordance with its terms. This Agreement and the documents and instruments required to be executed and delivered by Purchaser pursuant hereto have each been duly authorized by all necessary corporate action on the part of Purchaser and that such execution, delivery, and performance does and will not conflict with or result in a violation of Purchaser’s articles of incorporation or by-laws or any judgment, order or decree of any court or arbiter to which Purchaser is a party, or any agreement to which Purchaser and/or any of the Property is bound or subject.

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

The foregoing representations and warranties are express representations and warranties which Seller shall be entitled to rely on regardless of any investigation or inquiry made by, or any knowledge of, Seller. The foregoing representations and warranties shall survive until one (1) year following the Closing.

ARTICLE 8

Inspection; Condition of Property at Closing.

8.1 Right of Entry. During the Executory Period, Purchaser and its employees, agents, and independent contractors shall have the right to enter the Property during normal business hours and upon reasonable prior notice to Seller to inspect the same, perform surveys, environmental assessments, soil, and other tests and for other investigations and activities consistent with the purposes of this Agreement. Purchaser shall restore any material damage to the Property caused by such inspection and hereby agrees to indemnify and hold Seller harmless from all liabilities incurred by Seller and arising out of any such entry except that Purchaser shall not have any responsibility with respect to any Hazardous Materials existing at the Property. Purchaser shall maintain and cause its representatives and agents conducting any investigations or activities on the Property to maintain and have in effect commercial general liability insurance with (a) limits of not less than \$1,000,000 per occurrence for personal injury, including bodily injury and death, and property damage and (b) Seller named as an additional insured party. The foregoing indemnity and hold harmless shall survive termination of this Agreement.

8.2 Delivery Requirements. To the extent not previously delivered by Seller to Purchaser, Seller shall deliver to Purchaser within fifteen (15) days after the Effective Date of each of the Records.

8.3 Condition of Property at Closing. Subject to events beyond Seller's control, Seller shall deliver the Property to Purchaser at Closing in the same condition than which it existed on the Effective Date, normal wear and tear excepted. At Closing, Seller shall cause all utilities, including water, to be turned off at the Property.

8.4 "As Is" Sale. Purchaser acknowledges that it will have adequate opportunity to inspect the Property and accepts the risk that any inspection may not disclose all material matters affecting the Property. SUBJECT ONLY TO THE TERMS OF SECTION 7.1 AND IF PURCHASER CLOSES THE TRANSACTION CONTEMPLATED HEREUNDER, PURCHASER AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS," "WHERE IS," AND "WITH ALL FAULTS" CONDITION AT CLOSING AND THAT PURCHASER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ITS AGENTS OR BROKERS, OR ANY OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER, AS TO ANY MATTERS CONCERNING THE PROPERTY.

ARTICLE 9

Operation Pending Closing.

During the Executory Period, Seller shall (a) operate, maintain and manage the Property in good condition, and full and timely compliance with applicable law, (b) not lease, convey or otherwise transfer any of the Property without Purchaser's express prior written consent which consent shall not be unreasonably withheld or delayed, (c) execute no contracts, leases or other agreements regarding any of the Property (including any amendment or modification of any

Lease) without the consent of Purchaser which consent shall not be unreasonably withheld or delayed, (d) undertake no repairs or alterations of the Property of a capital nature without the consent of Purchaser, (e) promptly deliver to Purchaser a copy of any notice, consent, waiver, request or other communication Seller receives from any public or private entity with respect to any of the Property.

ARTICLE 10

Damage or Destruction.

If prior to Closing any of the Property is damaged or destroyed by fire or other casualty, Seller shall immediately give notice thereof to Purchaser. Provided Purchaser shall determine, in its sole discretion, that the condition of the Property subsequent to such damage or destruction does not materially affect or prohibit Purchaser's proposed development of the Property, this Contract shall continue in full force and effect. In the event Purchaser shall determine that the condition of the Property subsequent to such damage or destruction does materially affect or prohibit Purchaser's proposed development of the Property, then Purchaser at its option (to be exercised within thirty (30) days after Seller's notice) may terminate this Agreement by delivering written notice thereof to Seller.

ARTICLE 11

Condemnation.

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

ARTICLE 12

Brokers.

The parties represent and warrant to each other that except for Jeffery Hyman of Colliers, who has been retained by and will be compensated by Purchaser, they have not engaged any broker, finder, or other person in connection with the transaction contemplated herein and to the extent either party has dealt with or engaged any broker, finder, or other person in connection with the transaction contemplated herein, that such party is solely obligated for any and all commissions claimed by such person, and that such party agrees to indemnify and hold harmless and defend on account of any loss, damage, liability, or expenses, including reasonable attorneys' fees, incurred by reason of a demand for payment by such broker, finder, or other person. The provisions of this Article 12 shall survive termination of this Agreement.

ARTICLE 13

Default.

13.1 Purchaser's Default. In the case of any default by Purchaser of its obligations under this Agreement, Seller shall notify Purchaser of Purchaser's default and unless the default so specified shall have been cured within fifteen (15) days after the giving of such notice, Seller shall, as its sole and exclusive remedy, retain the Earnest Money as liquidated damages, the parties agreeing that the same is a good faith estimate of the amount of damages Seller would suffer as a result of Purchaser's default.

13.2 Seller's Default. In the case of any default by Seller of its obligations under this Agreement, Purchaser shall notify Seller of Seller's default and unless the default so specified shall have been cured within fifteen (15) days after the giving of such notice, Purchaser shall, as its sole and exclusive remedy, have the following option: (a) to enforce this Agreement by an action for specific performance, or (b) to terminate this Agreement and receive the immediate return of the Earnest Money and any interest accrued thereon, in which case Seller shall reimburse Purchaser for Purchaser's reasonable out-of-pocket costs and expenses incurred in connection with this Agreement, its due diligence activities and third party costs in connection with its planned development, the parties agreeing that the same is a good faith estimate of the amount of damages Purchaser would suffer as a result of Seller's default. If the nature of such default reasonably requires more than fifteen (15) days to cure, Seller shall not be in default hereunder if Seller has promptly commenced such cure and is diligently pursuing the same, but the total cure period afforded to Seller shall not exceed sixty (60) days. However, in the event compliance with any of the Seller's obligations under this Agreement is impractical or impossible due to an emergency, including a delay in the performance of any act required under this Agreement by reason of strikes, lockouts or labor troubles, riots, insurrection, civil commotion, act of God, war, terrorism, restraint by court order, or other reason of a like nature which is beyond the control of the Seller ("**Event of Force Majeure**"), then: (a) the Seller shall notify the Purchaser of the Event of Force Majeure within a reasonable time after its occurrence and the total cure period for performance of such obligations shall be extended for a period equal to the duration of the Event of Force Majeure, and (b) at any time after sixty (60) days after the Seller's notice of the Event of Force Majeure, the Purchaser shall, as its sole and exclusive remedy, have the option to terminate this Agreement and receive the immediate return of the Earnest Money, but no reimbursement for Purchaser's out-of-pocket costs and expenses incurred in connection with this Agreement.

ARTICLE 14

Assignability.

Purchaser may not assign its rights under this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld; provided, however, Purchaser shall have the right to assign this Agreement to any Affiliate of Purchaser without the consent of Seller. Any assignment hereunder shall include an assumption of all liabilities and obligations of Purchaser under this Agreement.

ARTICLE 15

Confidentiality.

All of the information and documentation provided by Seller to Purchaser shall be received and held by Purchaser in strict confidence as to the general public and used solely for the purpose of evaluating the purchase of the Property hereunder; provided, however, Purchaser shall be entitled to disclose such information to its employees, partners, officers, directors, prospective lenders, prospective investors, prospective licensors, and prospective underwriters and their respective accountants, attorneys, and financial advisors, and as required by law or any court. All of the information and documentation delivered by Seller hereunder shall promptly be returned to Seller (or destroyed, at Seller's election), if this Agreement is terminated prior to Closing.

ARTICLE 16

Notices.

Any notice, consent, waiver, request, or other communication required or provided to be given under this Agreement or required to be served under applicable law shall be in writing and shall be sufficiently given if sent by email, or when mailed by certified or registered mail, return receipt requested, postage prepaid, or when sent by nationally recognized overnight delivery service, in any event, addressed to the party's address as follows:

If to Purchaser: Pathway Management, LLC
701 Lee Street, Suite 500
Des Plaines, IL 60016
Attention: Robert Helle
Email: rhelle@pathways1.com

with a copy to: Levenfeld Pearlstein, LLC
2 North LaSalle Street, Suite 1300
Chicago, Illinois 60602
Attention: Jason Neumark
Email: jneumark@lplegal.com

If to Seller: Dean Biassis, Executive Director
Park District of La Grange
536 East Avenue
La Grange, IL 60525
Email: deanbissias@pdlg.org

with a copy to: Robert K. Bush, Ancel Glink
140 S. Dearborn St., 6th Floor
Chicago, IL 60603
Email: rbush@ancelglink.com

or to such party at such other address as such party, by ten (10) days prior written notice given as herein provided, shall designate, provided that no party may require notice to be sent to more than two (2) addresses. Any notice given in any other manner shall be effective only upon receipt by the addressee.

ARTICLE 17

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18

Miscellaneous.

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

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

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

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

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

18.6 Captions, Gender, Number, and Language of Inclusion. The article and section headings in this Agreement are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any term of this Agreement. As used in this Agreement, the singular shall include the plural and vice versa, the masculine, feminine and neuter adjectives shall include one another, and the following words and phrases shall have the following meanings: (i) "including" shall mean "including but not limited to", (ii) "terms" shall mean "terms, provisions, duties, covenants, conditions, representations, warranties, and indemnities", (iii) "any of the Property" or "any of the Real Property" shall mean "the Property or any part thereof or interest therein" or "the Real Property or any part thereof or interest therein", as the case may be, (iv) "rights" shall mean "rights, duties and obligations", (v) "liabilities" shall mean "liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments, and expenses, including reasonable attorneys' fees", (vi) "incurred by" shall mean "imposed upon or suffered or incurred or paid by or asserted against", (vii) "applicable law" shall mean "all applicable Federal, state, county, municipal, local or other laws, statutes, codes, ordinances, rules and regulations", (viii) "about the Property" or "about the Real Property" shall mean "in, on, under or about the Property" or "in, on under or about the Real Property", as the case may be, (ix) "operation" shall mean "use, non-use, possession, occupancy, condition, operation, maintenance or management", and (x) "this transaction" shall mean "the purchase, sale, and related transactions contemplated by this Agreement".

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

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

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

[signatures on following page]

SIGNATURE PAGE
FOR
PURCHASE AGREEMENT
BETWEEN
PARK DISTRICT OF LA GRANGE
AND
PATHWAY ACQUISITIONS, LLC

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

SELLER:

Park District of LaGrange

By: Maryellen Penicook
Name: Maryellen Penicook
Its: President

PURCHASER:

Pathway Acquisitions, LLC

By: Robert H. Helle
Name: ROBERT H. HELLE
Its: Authorized Representative

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Lot 2 and Lot 3 in Shawmut Avenue Addition No. 2, being a part of Vacated Shawmut Avenue (vacated by Document No. 17706352) and parts of Blocks 2 and 3 in Shawmut Avenue Addition to La Grange, a subdivision in the north half of Section 4, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PINs: 18-04-200-049 and 18-04-200-051

EXHIBIT B

EARNEST MONEY ESCROW AGREEMENT



FIRST AMERICAN TITLE INSURANCE COMPANY
Chicago National Commercial Division
30 North LaSalle Street, Suite 2700, Chicago, Illinois 60602
(312) 553-0471 (800) 333-3993 (Fax) 553-0480

Escrow Number: NCS 749663

Date: 8-25-15

STRICT JOINT ORDER ESCROW

Property Address: 31 East Ogden Ave La Grange, IL

Deposit(s):

Certified, uncertified, cashier check(s) or wire(s) in the amount of \$ 50,000 is deposited with First American Title Insurance Company as ESCROWEE to be delivered by it only upon the joint written order of the undersigned or their respective legal representatives or assigns; provided, however, Purchaser shall have the right to receive the Earnest Money upon its unilateral direction (without the need to obtain Seller consent) if Purchaser terminates this Agreement at any time prior to the expiration of the Financing Contingency Period, as defined in and permitted under the Purchase Agreement dated as of July, 2015 between Purchaser and Seller. Aug 24

First American Title Insurance Company, as ESCROWEE, is hereby expressly authorized to disregard, in its sole discretion, any and all unilateral notices or warnings given by any of the parties hereto, or by any other person or corporation, but said ESCROWEE is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case the said ESCROWEE obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow, to which said ESCROWEE is or may at any time become a party, it shall have a lien on the contents hereof for any and all costs, attorneys' and solicitors' fees, whether such attorneys or solicitors shall be regularly retained or specially employed, and any other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefore out of said deposit, and the undersigned jointly and severally agree to pay said ESCROWEE upon demand all such costs, fees and expenses so incurred.

In no case shall the above mentioned deposits be surrendered except on an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience of the process or order of court as aforesaid.

Deposits made pursuant to these instructions may be invested on behalf of any party or parties thereto: Provided, that any direction to ESCROWEE for such investment shall be expressed in writing and contain the consent of all other parties to these escrow, and also provided that you are in receipt of the tax payer's identification number and investment forms as required. ESCROWEE will, upon request furnish information concerning its procedures and fee schedules for investment.

Billing Instructions:

Escrow fee in the amount of \$ 150 will be billed as follows:

in the event transaction does not close.

An annual maintenance fee will be billed commencing: n/a

Except as to deposits of funds for which ESCROWEE has received express written direction concerning investment to other handling, the parties hereto agree that the ESCROWEE shall be under no duty to invest or reinvest any deposits at any time held by it thereunder; and, further that ESCROWEE may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) and may use any part or all such funds for its own benefit without obligation to any party for interest or earning derived thereby, if any, Provided, however, nothing herein shall diminish Escrowee's obligation to apply the full amount of the deposits in accordance with the terms of the Agreement.

In the event the ESCROWEE is requested to invest deposits hereunder, First American Title Insurance Company is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow instructions.

PURCHASER:

Signed By:

Robert H. Delle

Address:

Pathway Development
Porter LLC

701 LEE ST. SUITE 500

Des Plaines IL 60016

SELLER:

Signed By:

Mayleen Bennoch

Address:

536 EAST AVE.

LA GRANGE, FL

60525

ACCEPTED:

First American Title Insurance Company

By:

Chicago National Commercial Division