

PARK DISTRICT OF LA GRANGE

RESOLUTION NO. 18-01

**A RESOLUTION APPROVING AND RATIFYING THE EXECUTION OF
AMENDMENTS TO THE PURCHASE AGREEMENT FOR THE PROPERTY COMMONLY
KNOWN AS LOT 2 AND LOT 3 IN SHAWMUT AVENUE ADDITION NO. 2**

Approved by the Board of Park Commissioners, 4-9-18

RESOLUTION NO. 18-01

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

**A RESOLUTION APPROVING AND RATIFYING THE EXECUTION OF
AMENDMENTS TO THE PURCHASE AGREEMENT FOR THE PROPERTY COMMONLY
KNOWN AS LOT 2 AND LOT 3 IN SHAWMUT AVENUE ADDITION NO. 2**

shall be, and is hereby, approved as follows:

Section 1. BACKGROUND.

On August 10, 2015, the Park District approved Resolution No. 15-01, which authorized the execution of a certain Purchase Agreement ("**Agreement**") under which the Park District will sell the Property to Pathway Acquisitions, LLC ("**Purchaser**"). The Agreement was entered into by the Park District and Purchaser on August 24, 2015.

Purchaser is planning to develop and operate an Assisted Living Facility at the Property, and the Agreement provides Purchaser with a time period to obtain certain governmental approvals it deemed necessary for such use ("**Approval Period**"), including, but not limited to, zoning entitlements and other similar approvals as to the Property. Purchaser requested additional time to obtain government approvals, and therefore the Park District and Purchaser agreed to extend the Approval Period by that certain First Amendment to Purchase Agreement dated as of April 21, 2016 (the "**First Amendment**"), that certain Second Amendment to Purchase Agreement dated as of May 19, 2016 (the "**Second Amendment**"), that certain Third Amendment to Purchase Agreement dated as of June 20, 2016 (the "**Third Amendment**"), that certain Fourth Amendment to Purchase Agreement dated as of July 15, 2016 (the "**Fourth Amendment**"), that certain Fifth Amendment to Purchase Agreement dated as of August 19, 2016 (the "**Fifth Amendment**"), that certain Sixth Amendment to Purchase Agreement dated as of September 15, 2016 (the "**Sixth Amendment**"), and that certain Seventh Amendment to Purchase Agreement dated as of October 20, 2016 (the "**Seventh Amendment**"), and that certain Eighth Amendment to Purchase Agreement dated as of November 18, 2016 (the "**Eighth Amendment**"), and that certain Ninth Amendment to Purchase Agreement dated as of December 16, 2016 (the "**Ninth Amendment**"), and that certain Tenth Amendment to Purchase Agreement dated as of June 16, 2017 (the "**Tenth Amendment**"), and that certain Eleventh Amendment to Purchase Agreement dated as of July 24, 2017 (the "**Eleventh Amendment**"), and that certain Twelfth Amendment to Purchase Agreement dated as of September 22, 2017 (the "**Twelfth Amendment**"), and that certain Thirteenth Amendment to Purchase Agreement dated as of November 21, 2017 (the "**Thirteenth Amendment**"), and that certain Fourteenth Amendment to Purchase Agreement dated as of December 20, 2017 (the "**Fourteenth Amendment**").

On January 9, 2017, the Board of Park Commissioners approved Resolution 17-01, to formally ratify the execution of the first nine Amendments to the Agreement. The Approval Period expired on January 22, 2018, and the Board of Park Commissioners now desires to formally ratify the Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, and Fourteenth Amendment, which are attached hereto and incorporated in this Resolution as **Group Exhibit A**.

Section 2. APPROVAL; RATIFICATION.

The Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, and Fourteenth Amendment to the Agreement attached hereto as Group Exhibit A are hereby approved and ratified.

Section 3. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its approval in the manner provided by law.

PASSED this 9 day of APRIL 2018.

AYES: Commissioners: VEAR, LACEY, JACOBS, + Penicook

NAYS: NONE

ABSENT: Commissioner ASHBY

APPROVED this 9 day of April 2018.

By: Mary Ellen Penicook
President, Board of Commissioners
Park District of La Grange

ATTEST:

[Signature]
Secretary, Board of Commissioners
Park District of La Grange

GROUP EXHIBIT A

**Tenth Amendment, Eleventh Amendment,
Twelfth Amendment, Thirteenth Amendment, and Fourteenth Amendment**

(see attached)

TENTH AMENDMENT TO PURCHASE AGREEMENT

This **TENTH AMENDMENT TO PURCHASE AGREEMENT** (this "Amendment") is made as of the 16 day of June, 2017 (the "Effective Date"), 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").

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Purchase Agreement dated as of August 24, 2015, as amended by that certain First Amendment to Purchase Agreement dated as of April 21, 2016 (the "**First Amendment**"), that certain Second Amendment to Purchase Agreement dated as of May 19, 2016 (the "**Second Amendment**"), that certain Third Amendment to Purchase Agreement dated as of June 20, 2016 (the "**Third Amendment**"), that certain Fourth Amendment to Purchase Agreement dated as of July 15, 2016 (the "**Fourth Amendment**"), that certain Fifth Amendment to Purchase Agreement dated as of August 19, 2016 (the "**Fifth Amendment**"), that certain Sixth Amendment to Purchase Agreement dated as of September 15, 2016 (the "**Sixth Amendment**"), and that certain Seventh Amendment to Purchase Agreement dated as of October 20, 2016 (the "**Seventh Amendment**"), that certain Eighth Amendment to Purchase Agreement dated as of November 18, 2016 (the "**Eighth Amendment**"), and that certain Ninth Amendment to Purchase Agreement dated as of December 16, 2016 (the "**Ninth Amendment**") (collectively, the "**Agreement**"), for the purchase of 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, as more particularly described on Exhibit A to the Agreement, together with all easements, appurtenances and hereditaments thereto;

WHEREAS, pursuant to that certain letter dated as of February 17, 2016, Purchaser exercised its right under Section 2.2.2(a)(i) of the Agreement to extend the Approval Period to April 22, 2016, which Approval Period was further extended to May 20, 2016 by the First Amendment, and to June 22, 2016 by the Second Amendment, and to July 15, 2016 by the Third Amendment, and to August 19, 2016 by the Fourth Amendment, and to September 16, 2016 by the Fifth Amendment, and to October 21, 2016 by the Sixth Amendment, and to November 18, 2016 by the Seventh Amendment, and to December 16, 2016 by the Eighth Amendment, and to June 23, 2017 by the Ninth Amendment; and

WHEREAS, Seller and Purchaser desire to amend the Agreement to further extend the Approval Period, all as more particularly provided herein below.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements set forth below and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Capitalized Terms. Unless otherwise expressly defined herein, all capitalized terms used herein shall have the same meanings given to such terms in the Agreement.

2. Extension of Approval Period. The Approval Period is hereby extended to July 24, 2017. Notwithstanding anything to the contrary set forth in the Agreement, Purchaser shall have no obligation to deposit an additional non-refundable Earnest Money in connection with such extension.

3. Amendment. Subsection 2.2.2 of the Purchase Agreement is hereby amended by deleting Subsections 2.2.2 (c), (d), (e), (f) and (g), and replacing them with the following:

(c) Intentionally Omitted.

(d) Intentionally Omitted.

(e) If 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 refundable Earnest Money with interest accrued thereon, if any, except that the non-refundable portion of the Earnest Money shall be delivered to Seller with any interest accrued thereon, 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.

(f) 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.

(g) Intentionally Omitted.

4. Ratification. Except as hereby amended, the Agreement shall continue in full force and effect.

5. Counterparts. This Amendment may be executed in two or more counterparts, all of which shall, upon execution and delivery of identical counterparts by each party, constitute a single agreement. To facilitate execution and delivery of this Amendment, the parties hereto may execute and exchange by telephone facsimile or electronic mail (email) executed counterparts of the signature pages.

5. Successors and Assigns. The covenants, agreements, terms and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Authority. The person executing this Amendment on behalf of each party hereto is duly authorized to execute and deliver this Amendment on behalf of such party.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

PARK DISTRICT OF LAGRANGE,
a body politic and corporate organized
and existing under the laws of the State
of Illinois

By: Dean Bissias

Name: DEAN BISSIAS

Title: Executive Director

PURCHASER:

PATHWAY ACQUISITIONS, LLC,
an Illinois limited liability company

By: _____

Name: _____

Title: _____

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

SELLER:

PARK DISTRICT OF LAGRANGE,
a body politic and corporate organized
and existing under the laws of the State
of Illinois

By: _____

Name: _____

Title: _____

PURCHASER:

PATHWAY ACQUISITIONS, LLC,
an Illinois limited liability company

By:  _____

Name: Jerome E. Finis

Title: CEO

ELEVENTH AMENDMENT TO PURCHASE AGREEMENT

This **ELEVENTH AMENDMENT TO PURCHASE AGREEMENT** (this "**Amendment**," is made as of the 24th day of July, 2017 (the "**Effective Date**,"), 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**,").

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Purchase Agreement dated as of August 24, 2015, as amended by that certain First Amendment to Purchase Agreement dated as of April 21, 2016 (the "**First Amendment**,"), that certain Second Amendment to Purchase Agreement dated as of May 19, 2016 (the "**Second Amendment**,"), that certain Third Amendment to Purchase Agreement dated as of June 20, 2016 (the "**Third Amendment**,"), that certain Fourth Amendment to Purchase Agreement dated as of July 15, 2016 (the "**Fourth Amendment**,"), that certain Fifth Amendment to Purchase Agreement dated as of August 19, 2016 (the "**Fifth Amendment**,"), that certain Sixth Amendment to Purchase Agreement dated as of September 15, 2016 (the "**Sixth Amendment**,"), and that certain Seventh Amendment to Purchase Agreement dated as of October 20, 2016 (the "**Seventh Amendment**,"), that certain Eighth Amendment to Purchase Agreement dated as of November 18, 2016 (the "**Eighth Amendment**,"), that certain Ninth Amendment to Purchase Agreement dated as of December 16, 2016 (the "**Ninth Amendment**,"), and that certain Tenth Amendment to Purchase Agreement dated as of June 16, 2017 (the "**Tenth Amendment**,"), collectively, the "**Agreement**,"), for the purchase of 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, as more particularly described on Exhibit A to the Agreement, together with all easements, appurtenances and hereditaments thereto;

WHEREAS, pursuant to that certain letter dated as of February 17, 2016, Purchaser exercised its right under Section 2.2.2(a)(i) of the Agreement to extend the Approval Period to April 22, 2016, which Approval Period was further extended to May 20, 2016 by the First Amendment, and to June 22, 2016 by the Second Amendment, and to July 15, 2016 by the Third Amendment, and to August 19, 2016 by the Fourth Amendment, and to September 16, 2016 by the Fifth Amendment, and to October 21, 2016 by the Sixth Amendment, and to November 18, 2016 by the Seventh Amendment, and to December 16, 2016 by the Eighth Amendment, and to June 23, 2017 by the Ninth Amendment, and to July 24, 2017 by the Tenth Amendment; and

WHEREAS, Seller and Purchaser desire to amend the Agreement to further extend the Approval Period, all as more particularly provided herein below.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements set forth below and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Capitalized Terms. Unless otherwise expressly defined herein, all capitalized terms used herein shall have the same meanings given to such terms in the Agreement.

2. Extension of Approval Period. The Approval Period is hereby extended to September 22, 2017, provided that Purchaser shall deposit an additional \$5,000 dollars as Earnest Money on or before July 28, 2017, 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.

3. Ratification. Except as hereby amended, the Agreement shall continue in full force and effect.

4. Counterparts. This Amendment may be executed in two or more counterparts, all of which shall, upon execution and delivery of identical counterparts by each party, constitute a single agreement. To facilitate execution and delivery of this Amendment, the parties hereto may execute and exchange by telephone facsimile or electronic mail (email) executed counterparts of the signature pages.

5. Successors and Assigns. The covenants, agreements, terms and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Authority. The person executing this Amendment on behalf of each party hereto is duly authorized to execute and deliver this Amendment on behalf of such party.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

PARK DISTRICT OF LAGRANGE,
a body politic and corporate organized
and existing under the laws of the State
of Illinois

By: Dean Bissias
Name: DEAN BISSIAS
Title: Executive Director

PURCHASER:

PATHWAY ACQUISITIONS, LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

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

SELLER:

PARK DISTRICT OF LAGRANGE,
a body politic and corporate organized
and existing under the laws of the State
of Illinois

By: _____

Name: _____

Title: _____

PURCHASER:

PATHWAY ACQUISITIONS, LLC,
an Illinois limited liability company

By:  _____

Name: Jerome E. Finis

Title: CEO

TWELFTH AMENDMENT TO PURCHASE AGREEMENT

This **TWELFTH AMENDMENT TO PURCHASE AGREEMENT** (this "**Amendment**") is made as of the 22nd day of September, 2017 (the "**Effective Date**"), 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**").

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Purchase Agreement dated as of August 24, 2015, as amended by that certain First Amendment to Purchase Agreement dated as of April 21, 2016 (the "**First Amendment**"), that certain Second Amendment to Purchase Agreement dated as of May 19, 2016 (the "**Second Amendment**"), that certain Third Amendment to Purchase Agreement dated as of June 20, 2016 (the "**Third Amendment**"), that certain Fourth Amendment to Purchase Agreement dated as of July 15, 2016 (the "**Fourth Amendment**"), that certain Fifth Amendment to Purchase Agreement dated as of August 19, 2016 (the "**Fifth Amendment**"), that certain Sixth Amendment to Purchase Agreement dated as of September 15, 2016 (the "**Sixth Amendment**"), and that certain Seventh Amendment to Purchase Agreement dated as of October 20, 2016 (the "**Seventh Amendment**"), that certain Eighth Amendment to Purchase Agreement dated as of November 18, 2016 (the "**Eighth Amendment**"), that certain Ninth Amendment to Purchase Agreement dated as of December 16, 2016 (the "**Ninth Amendment**"), and that certain Tenth Amendment to Purchase Agreement dated as of June 16, 2017 (the "**Tenth Amendment**"), and that certain Eleventh Amendment to Purchase Agreement dated as of July 24, 2017 (the "**Eleventh Amendment**"), (collectively, the "**Agreement**"), for the purchase of 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, as more particularly described on Exhibit A to the Agreement, together with all easements, appurtenances and hereditaments thereto;

WHEREAS, pursuant to that certain letter dated as of February 17, 2016, Purchaser exercised its right under Section 2.2.2(a)(i) of the Agreement to extend the Approval Period to April 22, 2016, which Approval Period was further extended to May 20, 2016 by the First Amendment, and to June 22, 2016 by the Second Amendment, and to July 15, 2016 by the Third Amendment, and to August 19, 2016 by the Fourth Amendment, and to September 16, 2016 by the Fifth Amendment, and to October 21, 2016 by the Sixth Amendment, and to November 18, 2016 by the Seventh Amendment, and to December 16, 2016 by the Eighth Amendment, and to June 23, 2017 by the Ninth Amendment, and to July 24, 2017 by the Tenth Amendment; and to September 22, 2017 by the Eleventh Amendment; and

WHEREAS, Seller and Purchaser desire to amend the Agreement to further extend the Approval Period, all as more particularly provided herein below.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements set forth below and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Capitalized Terms. Unless otherwise expressly defined herein, all capitalized terms used herein shall have the same meanings given to such terms in the Agreement.

2. Extension of Approval Period. The Approval Period is hereby extended to November 21, 2017, provided that Purchaser shall deposit an additional \$5,000 dollars as Earnest Money on or before September 29, 2017, 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.

3. Ratification. Except as hereby amended, the Agreement shall continue in full force and effect.

4. Counterparts. This Amendment may be executed in two or more counterparts, all of which shall, upon execution and delivery of identical counterparts by each party, constitute a single agreement. To facilitate execution and delivery of this Amendment, the parties hereto may execute and exchange by telephone facsimile or electronic mail (email) executed counterparts of the signature pages.

5. Successors and Assigns. The covenants, agreements, terms and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Authority. The person executing this Amendment on behalf of each party hereto is duly authorized to execute and deliver this Amendment on behalf of such party.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

PARK DISTRICT OF LAGRANGE,
a body politic and corporate organized and
existing under the laws of the State of Illinois

By: Dean Bissias

Name: Dean Bissias

Title: Executive Director

PURCHASER:

PATHWAY ACQUISITIONS, LLC,
an Illinois limited liability company

By: _____

Name: _____

Title: _____

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

SELLER:

PARK DISTRICT OF LAGRANGE,
a body politic and corporate organized and
existing under the laws of the State of Illinois

By: _____

Name: _____

Title: _____

PURCHASER:

PATHWAY ACQUISITIONS, LLC,
an Illinois limited liability company

By:  _____

Name: Jerome E. Finis

Title: CEO

THIRTEENTH AMENDMENT TO PURCHASE AGREEMENT

This **THIRTEENTH AMENDMENT TO PURCHASE AGREEMENT** (this "**Amendment**") is made as of the 20th day of November, 2017 (the "**Effective Date**"), 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**").

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Purchase Agreement dated as of August 24, 2015, as amended by that certain First Amendment to Purchase Agreement dated as of April 21, 2016 (the "**First Amendment**"), that certain Second Amendment to Purchase Agreement dated as of May 19, 2016 (the "**Second Amendment**"), that certain Third Amendment to Purchase Agreement dated as of June 20, 2016 (the "**Third Amendment**"), that certain Fourth Amendment to Purchase Agreement dated as of July 15, 2016 (the "**Fourth Amendment**"), that certain Fifth Amendment to Purchase Agreement dated as of August 19, 2016 (the "**Fifth Amendment**"), that certain Sixth Amendment to Purchase Agreement dated as of September 15, 2016 (the "**Sixth Amendment**"), and that certain Seventh Amendment to Purchase Agreement dated as of October 20, 2016 (the "**Seventh Amendment**"), that certain Eighth Amendment to Purchase Agreement dated as of November 18, 2016 (the "**Eighth Amendment**"), that certain Ninth Amendment to Purchase Agreement dated as of December 16, 2016 (the "**Ninth Amendment**"), and that certain Tenth Amendment to Purchase Agreement dated as of June 16, 2017 (the "**Tenth Amendment**"), and that certain Eleventh Amendment to Purchase Agreement dated as of July 24, 2017 (the "**Eleventh Amendment**"), and that certain Twelfth Amendment to Purchase Agreement dated as of September 22, 2017 (the "**Twelfth Amendment**") (collectively, the "**Agreement**"), for the purchase of 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, as more particularly described on Exhibit A to the Agreement, together with all easements, appurtenances and hereditaments thereto;

WHEREAS, pursuant to that certain letter dated as of February 17, 2016, Purchaser exercised its right under Section 2.2.2(a)(f) of the Agreement to extend the Approval Period to April 22, 2016, which Approval Period was further extended to May 20, 2016 by the First Amendment, and to June 22, 2016 by the Second Amendment, and to July 15, 2016 by the Third Amendment, and to August 19, 2016 by the Fourth Amendment, and to September 16, 2016 by the Fifth Amendment, and to October 21, 2016 by the Sixth Amendment, and to November 18, 2016 by the Seventh Amendment, and to December 16, 2016 by the Eighth Amendment, and to June 23, 2017 by the Ninth Amendment, and to July 24, 2017 by the Tenth Amendment; and to September 22, 2017 by the Eleventh Amendment; and to November 21, 2017 by the Twelfth Amendment; and

WHEREAS, Seller and Purchaser desire to amend the Agreement to further extend the Approval Period, all as more particularly provided herein below.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements set forth below and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Capitalized Terms. Unless otherwise expressly defined herein, all capitalized terms used herein shall have the same meanings given to such terms in the Agreement.

2. Extension of Approval Period. The Approval Period is hereby extended from November 21, 2017 to December 22, 2017. Purchaser shall have no obligation to deposit additional non-refundable Earnest Money in connection with this extension.

3. Ratification. Except as hereby amended, the Agreement shall continue in full force and effect.

4. Counterparts. This Amendment may be executed in two or more counterparts, all of which shall, upon execution and delivery of identical counterparts by each party, constitute a single agreement. To facilitate execution and delivery of this Amendment, the parties hereto may execute and exchange by telephone facsimile or electronic mail (email) executed counterparts of the signature pages.

5. Successors and Assigns. The covenants, agreements, terms and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Authority. The person executing this Amendment on behalf of each party hereto is duly authorized to execute and deliver this Amendment on behalf of such party.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

PARK DISTRICT OF LAGRANGE,
a body politic and corporate organized and
existing under the laws of the State of Illinois

By: Denn Bissini

Name: Denn Bissini

Title: Executive Director

PURCHASER:

PATHWAY ACQUISITIONS, LLC,
an Illinois limited liability company

By: JF

Name: Jerome Finis

Title: CEO

FOURTEENTH AMENDMENT TO PURCHASE AGREEMENT

This **FOURTEENTH AMENDMENT TO PURCHASE AGREEMENT** (this "**Amendment**") is made as of the 20th day of December, 2017 (the "**Effective Date**"), 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**").

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Purchase Agreement dated as of August 24, 2015, as amended by that certain First Amendment to Purchase Agreement dated as of April 21, 2016 (the "**First Amendment**"), that certain Second Amendment to Purchase Agreement dated as of May 19, 2016 (the "**Second Amendment**"), that certain Third Amendment to Purchase Agreement dated as of June 20, 2016 (the "**Third Amendment**"), that certain Fourth Amendment to Purchase Agreement dated as of July 15, 2016 (the "**Fourth Amendment**"), that certain Fifth Amendment to Purchase Agreement dated as of August 19, 2016 (the "**Fifth Amendment**"), that certain Sixth Amendment to Purchase Agreement dated as of September 15, 2016 (the "**Sixth Amendment**"), and that certain Seventh Amendment to Purchase Agreement dated as of October 20, 2016 (the "**Seventh Amendment**"), that certain Eighth Amendment to Purchase Agreement dated as of November 18, 2016 (the "**Eighth Amendment**"), that certain Ninth Amendment to Purchase Agreement dated as of December 16, 2016 (the "**Ninth Amendment**"), and that certain Tenth Amendment to Purchase Agreement dated as of June 16, 2017 (the "**Tenth Amendment**"), and that certain Eleventh Amendment to Purchase Agreement dated as of July 24, 2017 (the "**Eleventh Amendment**"), and that certain Twelfth Amendment to Purchase Agreement dated as of September 22, 2017 (the "**Twelfth Amendment**"), and that certain Thirteenth Amendment to Purchase Agreement dated as of November 21, 2017 (the "**Thirteenth Amendment**") (collectively, the "**Agreement**"), for the purchase of 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, as more particularly described on Exhibit A to the Agreement, together with all easements, appurtenances and hereditaments thereto;

WHEREAS, pursuant to that certain letter dated as of February 17, 2016, Purchaser exercised its right under Section 2.2.2(a)(i) of the Agreement to extend the Approval Period to April 22, 2016, which Approval Period was further extended to May 20, 2016 by the First Amendment, and to June 22, 2016 by the Second Amendment, and to July 15, 2016 by the Third Amendment, and to August 19, 2016 by the Fourth Amendment, and to September 16, 2016 by the Fifth Amendment, and to October 21, 2016 by the Sixth Amendment, and to November 18, 2016 by the Seventh Amendment, and to December 16, 2016 by the Eighth Amendment, and to June 23, 2017 by the Ninth Amendment, and to July 24, 2017 by the Tenth Amendment; and to September 22, 2017 by the Eleventh Amendment; and to November 21, 2017 by the Twelfth Amendment; and to December 22, 2017 by the Thirteenth Amendment; and

WHEREAS, Seller and Purchaser desire to amend the Agreement to further extend the Approval Period, all as more particularly provided herein below.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements set forth below and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Capitalized Terms. Unless otherwise expressly defined herein, all capitalized terms used herein shall have the same meanings given to such terms in the Agreement.

2. Extension of Approval Period. The Approval Period is hereby extended from December 22, 2017 to January 21, 2018. Purchaser shall have no obligation to deposit additional non-refundable Earnest Money in connection with this extension.

3. Ratification. Except as hereby amended, the Agreement shall continue in full force and effect.

4. Counterparts. This Amendment may be executed in two or more counterparts, all of which shall, upon execution and delivery of identical counterparts by each party, constitute a single agreement. To facilitate execution and delivery of this Amendment, the parties hereto may execute and exchange by telephone facsimile or electronic mail (email) executed counterparts of the signature pages.

5. Successors and Assigns. The covenants, agreements, terms and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Authority. The person executing this Amendment on behalf of each party hereto is duly authorized to execute and deliver this Amendment on behalf of such party.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

PARK DISTRICT OF LAGRANGE,
a body politic and corporate organized and
existing under the laws of the State of Illinois

By: Dean Bissini

Name: Dean Bissini

Title: Executive Director

PURCHASER:

PATHWAY ACQUISITIONS, LLC,
an Illinois limited liability company

By: _____

Name: _____

Title: _____

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

SELLER:

PARK DISTRICT OF LAGRANGE,
a body politic and corporate organized and
existing under the laws of the State of Illinois

By: _____

Name: _____

Title: _____

PURCHASER:

PATHWAY ACQUISITIONS, LLC,
an Illinois limited liability company

By:  _____

Name: Jerome E. Finis

Title: CEO