

SECTION 2 [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

FY 2024

Name of Redevelopment Project Area:

Oak Forest TIF No.3

Primary Use of Redevelopment Project Area*: Combination
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.
If "Combination/Mixed" List Component Types: Retail.Comm. Resid.
Under which section of the Illinois Municipal Code was the Redevelopment Project Area designated? (check one):
Tax Increment Allocation Redevelopment Act <u> X </u> Industrial Jobs Recovery Law

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (labeled Attachment A). For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment A).	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification (labeled Attachment B).		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion (labeled Attachment C).		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement (labeled Attachment D).		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) (labeled Attachment E).		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information (labeled Attachment F).	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report (labeled Attachment H).	X	
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J).	X	
An analysis prepared by a financial advisor or underwriter, chosen by the municipality , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; and actual debt service . [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter MUST be attached (labeled Attachment J).	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose audited financial statements of the special tax allocation fund (labeled Attachment K).		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L).		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose the list only, not actual agreements (labeled Attachment M).	X	
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).	X	

SECTION 3.1 [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]

FY 2024

Name of Redevelopment Project Area:

Oak Forest TIF No.3

Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ (1,579,742)

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 585,165	\$ 8,025,089	50%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest		\$ (37,730)	0%
Land/Building Sale Proceeds		\$ 144,758	1%
Bond Proceeds		\$ 5,641,375	35%
Transfers from Municipal Sources		\$ 1,589,186	10%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)		\$ 593,686	4%

All Amount Deposited in Special Tax Allocation Fund \$ 585,165

Cumulative Total Revenues/Cash Receipts \$ 15,956,364 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 526,040

Transfers to Municipal Sources

Distribution of Surplus

Total Expenditures/Disbursements \$ 526,040

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ 59,125

Previous Year Adjustment (Explain Below)

FUND BALANCE, END OF REPORTING PERIOD* \$ (1,520,617)

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

Previous Year Explanation:

SECTION 3.2 A [65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c)]

FY 2024

Name of Redevelopment Project Area:

Oak Forest TIF No.3

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
PAGE 1

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
General Government Administration	57,215	
Transfers out		
		\$ 57,215
2. Annual administrative cost.		
		\$ -
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
		\$ -
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
		\$ -
6. Costs of the construction of public works or improvements.		
		\$ -

SECTION 3.2 A
PAGE 2

7. Costs of eliminating or removing contaminants and other impediments.		
		\$ -
8. Cost of job training and retraining projects.		
		\$ -
9. Financing costs.		
Debt Service Principal	285,000	
Interest and Fiscal Charges	183,825	
		\$ 468,825
10. Capital costs.		
		\$ -
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
		\$ -
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
		\$ -

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

FY 2024

Name of Redevelopment Project Area:

Oak Forest TIF No.3

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

FUND BALANCE BY SOURCE \$ (1,520,617)

1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
General Obligation Bonds, Series 2015	\$ 6,425,000	\$ 5,260,000
Total Amount Designated for Obligations	\$ 6,425,000	\$ 5,260,000

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
Total Amount Designated for Project Costs		\$ -

TOTAL AMOUNT DESIGNATED \$ 5,260,000

SURPLUS/(DEFICIT) \$ (6,780,617)

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

FY 2024

Name of Redevelopment Project Area:

Oak Forest TIF No.3

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

X

Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

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

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

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

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 [20 ILCS 620/4.7 (7)(F)]

FY 2024

Name of Redevelopment Project Area:

Oak Forest TIF No.3

PAGE 1

Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.

Select ONE of the following by indicating an 'X':

1. NO projects were undertaken by the Municipality Within the Redevelopment Project Area.	
--	--

2. The municipality DID undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	X
2a. The total number of ALL activities undertaken in furtherance of the objectives of the redevelopment plan:	2
2b. Did the municipality undertake any NEW projects in fiscal year 2022 or any fiscal year thereafter within the Redevelopment Project Area?	1

LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:			
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ 6,100,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 1 Name: Gateway Project

Private Investment Undertaken (See Instructions)			\$ 6,100,000
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 2 Name: Desche at 157th LLC

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 3 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 4 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 5 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

SECTION 7 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2024

Name of Redevelopment Project Area:

Oak Forest TIF No.3

Provide a general description of the redevelopment project area using only major boundaries.

Optional Documents	Enclosed
Legal description of redevelopment project area	
Map of District	

15440 CENTRAL AVENUE
OAK FOREST IL 60452-2104



708-687-4050
www.oak-forest.org

ALL GOOD THINGS CLOSE TO HOME

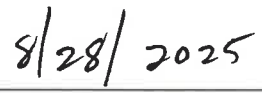
Attachment B

Re: City of Oak Forest TIF No. 3

I, James Hortsman, the duly elected Chief Executive Officer of the City of Oak Forest, County of Cook, State of Illinois, do hereby certify that to the best of my knowledge, the City complied with the requirements pertaining to the Illinois Tax Increment Redevelopment Allocation Act during the fiscal year beginning May 1, 2023 and ending April 30, 2024.



Mayor



Date

KTJ

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

Klein, Thorpe & Jenkins, Ltd.

DD 312 984 6421
sfuhler@ktjlaw.com

www.ktjlaw.com

OPINION OF LEGAL COUNSEL

City of Oak Forest

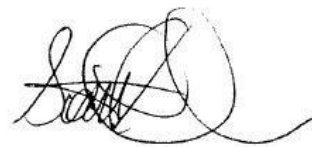
RE: Oak Forest TIF No. 3
(Date Designated June 11, 2002)
Section 11-74,4-5(d)(4) Illinois Tax Increment
Allocation Redevelopment Act Review

FROM: Klein, Thorpe & Jenkins, Ltd.

August 9, 2025

We are legal counsel for the City of Oak Forest, Illinois and have conducted this review as provided at Section 11-74,4-5(d)(4) of the Illinois' Tax Increment Allocation Redevelopment Act. We base our review on that information provided by City staff and consultants regarding TIF #3. It is our opinion, to the best of our knowledge and belief, that the City of Oak Forest has completed its FY 2024 Annual Tax Increment Finance Report for TIF #3 consistent with the applicable requirements of the Illinois Tax Increment Redevelopment Allocation Act for the fiscal year beginning May 1, 2023 and ending April 30, 2024.

Klein, Thorpe & Jenkins, Ltd.



Scott F. Uhler

Attachment D Statement setting forth all activities undertaken in furtherance of the objectives of the Redevelopment Plan, including:

- A. Any project implemented during the reporting Fiscal Year; and
- B. A description of the redevelopment activities undertaken.

The City sold 15644 Cicero, 4829 157th Street and 15659 Lamon to a developer and entered into a Redevelopment Agreement with the developer for a project with Desche and 157th LLC. The project consists of approximately 75 multi-family units, 15 rowhouses and approximately 3000 square feet of commercial space the project has been completed. The project is located in both TIF 3 and TIF 7.

ATTACHMENT E

The City sold a 18,789 square foot property at 15900 S. Cicero for \$285,000 to MDAK Realty Oak Forest, LLC.



ALL GOOD THINGS CLOSE TO HOME

CITY COUNCIL AGENDA MEMO

DATE: July 21, 2023
TO: Mayor Kuspa, City Council
FROM: Timothy J. Kristin

SUBJECT: APPROVAL OF ORDINANCE NO. 2023-07-09850 AUTHORIZING THE SALE OF CITY OWNED PROPERTY AND AUTHORIZING THE EXECUTION OF PURCHASE SALES CONTRACT FOR PROPERTY LOCATED AT 15900 S. CICERO AVE., OAK FOREST, ILLINOIS.

Background

The City owned property located at 15900 S. Cicero Avenue consists of six property tax pins, approximately 18,789 square feet. This property has been marketed by the City as a development site for a number of years. Recently, city staff has been working closely with MDAK Realty Oak Forest LLC to develop the City owned property for a Dunkin Donuts quick serve restaurant (QSR). The purchase price for this City owned property is \$285,000.00.

This action is consistent with high stakes strategy one and two from the City of Oak Forest Strategic Plan.

Action Requested

Approval of the Ordinance authorizing the Mayor and Clerk to execute the letter of intent.

The purchase and sales agreement authorizing the City Administrator to take any and all further actions to execute such documents.

ORDINANCE NO. 2023-07-09850

**AN ORDINANCE APPROVING THE SALE OF CITY OWNED PROPERTY AND
AUTHORIZING EXECUTION OF PURCHASE AND SALES CONTRACT
(15900 S. Cicero Ave., Oak Forest, Illinois)**

WHEREAS, the City of Oak Forest, Cook County, Illinois (the "City") is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, pursuant to the Illinois Municipal Code and Article 7, Section 6 of the Illinois Constitution, the City is authorized to sell property for a public purpose and proposes to sell the property located at 15900 S. Cicero Ave., in the City of Oak Forest (the "Property"); and

WHEREAS, the Mayor and City Council have determined that the sale of the Property by the City pursuant to the terms and conditions set forth in the PURCHASE AND SALES CONTRACT attached hereto as **EXHIBIT A** (the "Sales Contract"), as negotiated by and between the City and the Seller and MDAK Realty Oak Forest, LLC, the Buyer, is for a commercially reasonable price and is in the best interests of the residents of the City and is for a public purpose.

NOW, THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Oak Forest, Cook County, Illinois, in reliance upon and in furtherance of its governance authority as a home rule unit of government, as follows:

SECTION 1: That the recitals set forth hereinabove are hereby adopted and incorporated as if fully set forth herein.

SECTION 2: The Mayor and City Council hereby approve the sale of the Property and approve the Sales Contract attached hereto as **EXHIBIT A**, subject to final review and approval by City legal counsel as to form and non-substantive revisions.


SECTION 3: That for and on behalf of the City Council, the Mayor and the City Clerk are hereby authorized and directed to execute the Sales Contract, such Sales Contract attached hereto as **EXHIBIT A** and made a part hereof. The City Administrator is hereby further authorized and directed to take any and all such further actions and execute such documents as may be needed to complete the closing and conveyance of title to this Property to the Buyer, to implement the terms of the Sales Contract and conveyance of title to the Property by the City to the Buyer.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

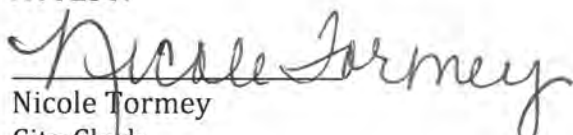
ADOPTED AND APPROVED by the City Council this 25th day of July, 2023 by the following roll call vote:

ALDERMAN	YES	NO	ABSTAIN	ABSENT
Ken Keeler Ward 1	✓			
Joe McCarthy Ward 2				✓
Chuck Wolf Ward 3	✓			
Paul Selman Ward 4	✓			
Jim Emmet Ward 5	✓			
James Hortsman Ward 6	✓			
Denise Danihel Ward 7	✓			
TOTAL	6			1

APPROVED by the Mayor this 25th day of July, 2023:


Henry L. Kuspa
Mayor

ATTEST:


Nicole Tormey
City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into this 21st day of August, 2023 ("**Effective Date**"), and by and between the City of Oak Forest, Illinois, an Illinois municipal corporation ("**Seller**") and **MDAK Realty Oak Forest LLC**, an Illinois limited liability company or its assignee ("**Buyer**"). Seller and Buyer are sometimes referred to individually as a "**Party**" and collectively the "**Parties**".

RECITALS:

1. Seller is the fee owner of certain, vacant real property consisting of approximately 18,789.0 square feet of land commonly known as 15900-15924 S. Cicero Ave., Oak Forest, County of Cook, Illinois and currently identified with the following PIN(S), all subject to precise property dimensions and the final legal description based on the completed survey, pursuant to Section 7, B and 7, C hereinbelow and title policy, pursuant to Section 7, A and 7, C, provided for hereinbelow ("**Property**"):

- a. 28-21-205-025-0000
- b. 28-21-205-030-0000
- c. 28-21-205-031-0000
- d. 28-21-205-027-0000
- e. 28-21-205-015-0000
- f. 28-21-205-016-0000
- g. 28-21-205-017-0000

2. Buyer desires to purchase the Property (as defined below) from Seller; and

3. Seller is willing to sell the Property to Buyer and such purchase shall be pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property subject to and upon the following terms and conditions:

SECTION 1 – RECITALS. The above Recitals are incorporated herein by this reference and made a part of this Agreement.

SECTION 2 – SALE. Seller hereby agrees to sell and convey to Buyer at the Closing (as defined below) the Real Property, together with any buildings, improvements, structures, rights, tenements, hereditaments and appurtenances pertaining to such Property, subject to public rights-of-way and easements; any easements and rights of record, if any, inuring to the benefit of such real property or to Seller in connection therewith (the "**Property**").

SECTION 3 - PURCHASE PRICE. The purchase price of the Property (the "**Purchase Price**") shall be Two Hundred Eighty-Five Thousand and No/100 Dollars (\$285,000.00). The Purchase Price shall be payable at Closing (as defined in Section 10 below) by cashier's check or by wire transfer, at Seller's option, less the Deposit (as defined in Section 4) previously paid and subject to further adjustments as provided in Section 10.

SECTION 4 – DEPOSIT. Within five (5) days of the Effective Date, Buyer will place with Chicago Title Insurance Company, Chicago NCS, 10 South LaSalle Street, Suite 3100, Chicago, Illinois 606003 (the "**Title Company**") the sum of Ten Thousand and No/100 Dollars (\$10,000.00) (the "**Deposit**"), pursuant to a fully executed Title Company's customary Strict Joint Order Agreement and corresponding escrow trust instructions. If the transaction contemplated by this Agreement is closed pursuant to Section 10, the Deposit shall be disbursed for the benefit of Seller and Buyer in accordance with the provisions of Section 5 below.

SECTION 5 - DISBURSEMENT OF THE DEPOSIT. The Deposit shall be disbursed by the Title Company as follows:

- A. If this Agreement terminates, to the Party as allotted for in the evoked termination provision.
- B. If Buyer proceeds to Closing, the Deposit shall be applied toward payment of the Purchase Price.
- C. To Buyer if not otherwise allotted for in this Agreement.

SECTION 6 – DUE DILIGENCE PERIODS. Buyer contemplates acquiring the Property for a retail food operation. Buyer's obligation to close the transaction contemplated herein shall be expressly conditioned upon being satisfied with the results of its investigations, studies, evaluations and zoning of the Property performed by Buyer during the due diligence periods as provided for in this Section 6.

A. *Seller's Due Diligence Material.* Within five (5) days after the Effective Date, Seller shall deliver or make available to Buyer copies (to the extent in Seller's possession) of the following "**Due Diligence Material**":

- i. copies of all licenses, permits and certificates of occupancy (and any other similar permits) issued by any governmental authority with respect to the Property;
- ii. any survey, site plans, elevations, schematics and renderings, and any documents relating to storm water, detention and drainage;
- iii. any Seller's Owner's Title Policy, together with copies of all documents listed as exceptions herein;
- iv. all environmental reports, engineering and soil studies and zoning reports, easement(s) and operating agreement(s);

v. any written notices, reports, orders, decisions, or memoranda from any governmental authority (including but not limited to zoning letters);

vi. any leases, agreements for services to be rendered, or contracts of any kind, relating to the Property;

B. *Buyer's Diligence / Inspection / Zoning Periods.*

i. General Physical Condition of Property. Buyer shall have forty-five (45) days from the Effective Date to determine whether the general physical condition of the Property is suitable for Buyer's purposes as determined by Buyer in Buyer's sole discretion (the "**Due Diligence Period**"). During the Due Diligence Period, Buyer shall have the right to reasonable access to the Property for the purpose of inspecting the physical condition of the Property. All costs associated with Buyer's inspection shall be borne by Buyer. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorneys' fees, court costs and other legal expenses, resulting from these inspections provided, however, that the preceding indemnification shall not apply or extend to either (a) the mere discovery or legally required disclosure (or the consequences of such mere discovery or disclosure) of a pre-existing environmental or physical condition at the Property or (b) the acts or omissions of Seller and its employees, contractors, agents and representatives. If Buyer determines in Buyer's sole discretion not to acquire the Property for any reason or no reason, or that the use of the Property for Buyer's intended use is unreasonable, Buyer shall provide written notice to Seller on or before the end of the Due Diligence Period that this Agreement is terminated, and in such event the Deposit shall be returned to Buyer and neither Party shall thereafter have any rights and/or obligations under this Agreement except as expressly provided to the contrary herein. In the absence of such termination notice, this inspection condition shall be deemed waived, and Buyer shall be deemed to be thoroughly acquainted and satisfied with the general physical condition of the Property. Buyer may extend the Due Diligence Period for up to three (3) consecutive thirty (30) day periods by delivery of notice thereof to Seller before expiration of the aforesaid time period or the extension thereof, as applicable.

ii. Environmental Inspection: Buyer shall have forty-five (45) days from the Effective Date to inspect and cause to be performed environmental inspections and tests as may be appropriate (the "**Environmental Inspection Period**"). During the Environmental Inspection Period, Buyer shall have the right to reasonable access to the Property for the purpose of such inspecting and testing. All costs associated with Buyer's inspection shall be borne by Buyer. Buyer shall otherwise inspect and test to Buyer's satisfaction the environmental condition of the Property, including the presence or absence of hazardous materials on or about the Property. If Buyer's initial environmental inspections determine that there needs to be further phases of inspections or testing then Buyer shall be given an additional forty-five (45) days from the end of the Environmental Inspection Period to conduct such testing. If Buyer determines in Buyer's sole discretion that the environmental condition of the Property is not satisfactory to Buyer, Buyer shall provide written notice to Seller on or before the end of the Environmental Inspection Period that this Agreement is terminated, and in such event the Deposit shall be returned to Buyer and neither Party shall thereafter have any rights and/or obligations under this Agreement except as expressly provided to the contrary

herein. In the absence of such termination notice, this inspection condition shall be deemed waived, and Buyer shall be deemed to be thoroughly acquainted and satisfied with the environmental condition of the Property. Buyer may extend the Environmental Inspection Period for up to three (3) consecutive thirty (30) day periods by delivery of notice thereof to Seller before expiration of the aforesaid time period or the extension thereof, as applicable.

iii. Zoning and Land Use Approvals: Buyer shall have one hundred and twenty (120) days after the Effective Date (the "**Zoning Contingency Period**") to obtain rezoning, conditional use permits, or any zoning variances (the "**Zoning Approval**") needed for Buyer's proposed use of the Property. Buyer shall submit its application for the Zoning Approval within a commercially reasonable time. The Parties shall make commercially reasonable efforts to cooperate to obtain the Zoning Approval within the Zoning Contingency Period. Such cooperation may include filing required applications in Seller's name as owner of the Property, provided Seller shall not be required to sign any binding agreements related to the zoning of the Property until Buyer waives or approves all contingencies set forth in this Section 6. Buyer shall be solely responsible for the payment of all costs and expenses in connection with efforts to obtain the Zoning Approval for the Property. If Buyer fails to obtain such required Zoning Approval, or Buyer has concluded that obtaining such required Zoning Approval is not favorable or obtainable, Buyer shall provide written notice to Seller on or before the end of the Zoning Contingency Period that this Agreement is terminated, and in such event the Deposit shall be returned to Buyer and neither Party shall thereafter have any rights and/or obligations under this Agreement except as expressly provided to the contrary herein. In the absence of such termination notice, this zoning condition shall be deemed waived and the Deposit shall become non-refundable but such amount shall be applied toward the Purchase Price.

iv. Enterprise Zone and Tax Increment Financing ("TIF"): The City represents that the Property is located within the Cal-Sag Enterprise Zone. After submission by the Buyer of a complete and properly filed application, the City agrees to employ reasonable and good faith efforts to cooperate with the Buyer and to process and timely consider and respond to all applications to provide Buyer a Certificate of Exemption to qualify Buyer for sales tax exemption on the purchase of building materials within the Property and any and all other benefits and incentives available to the Property through its inclusion in the Cal-Sag Enterprise Zone. The City represents that the Project Site is located within the TIF City of Oak Forest - 3 District. Buyer's period to obtain TIF and enterprise zone approvals shall be included in the Zoning Contingency Period.

D. Approvals Period. In the event that Seller does not approve or enact any of the proper permits, ordinances, or approvals needed by Buyer with regard to this Agreement, or in the event that Buyer does not receive the proper approvals from other applicable governing bodies, enterprise zone approvals, and tax increment financing necessary for the Property, this Agreement shall be deemed automatically terminated at Buyer's option whereupon the Title Company shall return the Deposit and all interest earned thereon or (ii) Buyer may extend the Zoning Contingency Period for up to three (3) consecutive thirty (30) day periods by delivery of notice thereof to Seller before expiration of the aforesaid time period or the extension thereof, as applicable.

E. *Disclaimer of Warranties.* Except for as stated in this Agreement, Seller hereby disclaims any warranty, oral or written, concerning (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which Buyer may elect to conduct thereon, (ii) the manner, construction, condition and state of repair or lack of repair of the Property, (iii) the nature and extent of any right-of-way, possession, lien, encumbrance, license, reservation, condition or otherwise, and (iv) the compliance of the Property with any laws, rules, ordinances, or regulations of any government or other body, it being specifically understood that Buyer has fully inspected and evaluated, or has the opportunity to, and has accepted the Property "**AS IS, WHERE IS**". The sale of the Property as provided for herein is made on an "**AS IS WHERE IS**" basis, and Buyer expressly acknowledges that, in consideration of the agreements of Seller herein, Seller **MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY.** The provisions of this Paragraph shall survive the Closing and delivery of the Deed and any termination of this Agreement.

SECTION 7 - TITLE EVIDENCE.

A. *Commitment.* Within fifteen (15) days after the Effective Date, Seller, at its sole cost and expense, shall provide Buyer a commitment for an ALTA Owner's Title Insurance Policy ("**Title Policy**"), insuring marketable fee simple title to the Property in Buyer in the amount of the Purchase Price as of the time and date of recordation of the Deed, subject only to the Permitted Exceptions defined below (the "**Commitment**") and shall include legible copies of all restrictive covenants, easements, agreements, documents, maps and plats set forth therein as affecting the Property and/or the easements appurtenant thereto. The Title Policy shall also contain endorsements providing extended coverage to be paid by Seller, Zoning 3.1 with parking, and any such other endorsement thereto as are required by Buyer, but the same shall be at Buyer's sole cost and expense.

B. *Survey.* Within thirty (30) days of the Effective Date, Seller, at its sole cost and expense, shall provide Buyer with a survey that meets the minimum requirements of ALTA/ACSM Land Title Survey (Effective February 23, 2021) standards necessary to allow the Title Company to insure or endorse over survey exceptions, that is dated no earlier than the Effective Date. It shall also include Table A Items 1, 2, 3, 4, 6(a), 11(observed utilities only), 13, 14, 16, 17 (to the extent the required information is provided by Buyer), 18 & 19 (in the amount of \$1,000,000), and (the "**Survey**") prepared by a surveyor licensed by the State of Illinois.

C. *Title / Survey Review.* Buyer shall have fifteen (15) days after receipt of the last of the Title Commitment, recorded documents and Survey (the "**Review Period**") in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment and/or Survey. Any matters which are set forth in the Title Commitment and/or Survey and to which Buyer does not object within the Review Period shall be deemed to be "**Permitted Exceptions**", as more particularly described hereunder. With regard to items to which Buyer does object in writing, Seller shall have fifteen (15) days from the date of receipt of Buyer's notice of objections ("**Cure Period**") to either cure said objections or notify Buyer of Seller's election not to cure any objections. Seller's failure to respond to any one or more of Buyer's objections within the Cure Period shall be

deemed a decision by Seller to elect not to cure such objections (other than any Required Cure Items, as hereinafter defined). If Seller so notifies Buyer of Seller's election not to cure any said objections or fails to respond within the fifteen (15) day period, Buyer may either cancel this Agreement by written notice given to Seller within fifteen (15) days from the receipt of said notice, or waive such objections and subject to the other terms hereof, proceed to Closing hereunder. Buyer's failure to make one of the elections described in the preceding sentence shall be deemed a decision by Buyer to waive the objections which Seller elected not to cure. If Buyer cancels this Agreement, the Deposit shall be returned to Buyer and neither Party shall thereafter have any rights and/or obligations under this Agreement except as expressly provided to the contrary herein. Notwithstanding the foregoing and irrespective of whether Buyer provides notice to Seller of the following in any title objection notice, Seller shall be obligated to remove or satisfy (or cause the Title Company to affirmatively insure over) at Closing and at Seller's sole cost and expense: (i) any mortgages or deeds to secure debt and other financing documents securing any financing which encumber the Property; (ii) any and all mechanics or materialmen's liens or other monetary liens encumbering or affecting the Property (other than for Property taxes not yet due and owing); (iii) any and all judgment liens encumbering or affecting the Property or Seller; and (iv) all new title matters or defects arising from the voluntary acts or omissions of Seller (collectively, the "**Required Cure Items**"). Seller's failure to cure all such Required Cure Items at or prior to Closing shall be an event of default by Seller under this Agreement and entitle Buyer to pursue its rights and remedies under Section 12 below.

SECTION 8 – SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

A. *General Representations and Warranties.*

Seller warrants and represents to Buyer that to the best of Seller's knowledge, the following statements are now, true and accurate:

- i. Seller is fee simple owner of the Property and has good, marketable and insurable record title to the Property;
- ii. The Property is not subject to any mechanics liens. There are no, leases, management agreements, maintenance or service contracts, non-governmental use restrictions or other agreements relating to the Property which are unrecorded and which would be binding on the Property or the Buyer and any such contracts for services or materials at the Property are not in default or have not had any uncured event of default, and shall be terminated prior to Closing;
- iii. Seller has not received any notice, nor is it aware of any pending action to take all or any portion of the Property or is threatened against or affects the Property and Seller has not received any written notice that the Property is not in compliance with any municipal or other governmental laws, ordinances, rules, regulations, codes, licenses, permits and authorizations;
- iv. Seller is not a "**foreign person**" as contemplated by Section 1445 of the Internal Revenue Code. Neither Seller nor any of its affiliates is a person or entity

with whom U.S. persons or entities are restricted or prohibited from doing business under any laws, orders, statutes, regulations or other governmental action relating to terrorism or money laundering (including Executive Order No. 13224 effective September 24, 2001, and regulations of the Office of Foreign Asset Control of the Department of the Treasury) (each, a "**Blocked Person**"), and, to the best of Seller's knowledge, neither Seller nor any of its affiliates engages in any dealings or transactions with any Blocked Person or is otherwise associated with a Blocked Person;

v. Seller is an Illinois municipal corporation in good standing and Seller has the full capacity, right, power and authority, including all necessary City Council approvals, to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required actions and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto;

vi. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration and maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which Seller or the Property or the balance of the Property is subject or by which Seller or the Property or the balance of the Property is bound;

vii. Except as listed on Schedule I attached hereto, Seller warrants and represents that Seller:

(a) has received no written notice that Seller is not in compliance with the Resource Conservation and Recovery Act (**RCRA**), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (**CERCLA**), the Superfund Amendments and Reauthorization Act of 1986 (**SARA**), the Federal Water Pollution Control Act (**FWPCA**), the Clean Air Act (**CAA**) and all other federal, state and local laws relating to emissions, discharges, releases or threatened releases of industrial, toxic or hazardous substances or wastes or other pollutants, contaminants, petroleum products or chemicals (collectively, "**Hazardous Substances**") into the environment (including, without limitation, ambient air, surface water, ground water, land surface or sub-surface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances or laws relating to special aquatic sites such as wetlands and retention ponds (the "**Environmental Laws**");

(b) has not caused or permitted any Hazardous Substances of any kind or nature, to be placed on, in or under the Property;

(c) has not caused or permitted any polychlorinated biphenyls (PCBs) and/or asbestos generated, treated, stored, disposed of, or otherwise deposited in or located on the Property.

(d) there has not been a "release" as defined in 42 U.S.C. Section 9601(22) or, threat of a "release" of any Hazardous or Toxic Substance or waste on, from or under the Property or any other property from which any business has been or is being conducted.

(e) has received no written notice that Seller or its affiliate if an affiliate is the owner of the Property has any potential liability with respect to any cleanup relating to Hazardous Substances or wastes which have been generated, treated, stored, discharged, emitted or disposed of and/or that there are present (or, to the knowledge of Seller, future) events, conditions or circumstances which may require compliance by Seller, or by Buyer after the Closing with respect to any cleanup in accordance with the Environmental Laws or with any order, decree, judgment, injunction, notice or demand issued, entered, promulgated or approved thereunder, or which may give rise to any common law or other legal liability, including, without limitation, liability under any Environmental Laws or otherwise form the basis of any claim, action, demand, suit proceeding, hearing, notice of violation, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of Hazardous Substances by Seller or any tenant or as a result of any act or omission of Seller or any tenant.

(f) affirms that the Property is not situated on, near, or in dangerous proximity to any hazardous waste dumps and complies with all applicable health and safety codes.

viii. that the use of the Property for Buyer's intended purposes is permitted under the laws, regulations, ordinances, and restrictions now in force or will be at Closing;

ix that all needed utility lines, sanitary sewer lines, storm sewer lines, drainage sewer lines and ditches, and water lines have been or prior to the Closing will have been extended to a location on the perimeter of the Property at which Buyer can tap in to and receive service from such utilities without the imposition of charges to Buyer; that all taxes, charges, or assessments against the Property for benefits or betterments arising from sidewalks, curbing, street paving, water, gas, electric, sewer, or drainage facilities which are presently or to be installed on the Property shall be paid, discharged, or satisfied by Seller or the amount thereof credited to

Buyer at the time of the Closing; and that the services from or use of the utilities, sewers, and water lines serving the Property are not now restricted or being denied and Seller has no knowledge of any threatened service or use restriction that would affect Buyer's intended purposes.

x. Seller has no notice or knowledge of any actual or threatened reduction or curtailment of any utility service supplied to the Property.

xi. There are no obligations in connection with the Property or any so called "recapture agreement" involving refund for sewer extension, oversizing utility lines, lighting or like expense or charge for work or services done upon or relating to the Property which will bind Buyer or the Property from and after the Closing Date.

xii. There is no agreement or undertaking or bond with any governmental agency respecting construction of any acceleration or deceleration lane, access or street lightings.

xiii. There are no donations, payments or fees, to or for schools, parks, fire departments or any other public entity or facilities which are required to be made by an owner of the Property.

B. *Seller covenants and agrees as follows:*

i. So long as this Agreement remains in force, Seller shall not lease, convey or otherwise transfer or encumber all or any portion of the Property.

ii. Seller shall not take or authorize, directly or indirectly, any action (a) which modifies or alters the accuracy of any of the statements in Section 8(A) (i) through (viii) or (b) which would prevent Seller from representing and warranting as to the truth and accuracy of said statements as of the Date of Closing.

iii. that within ten (10) days of a request by Buyer, Seller shall provide Buyer with any estoppel certificates reasonably requested by Buyer showing no material adverse matter, from any owners' association, developer, or other applicable counterparty with respect to any declaration of covenants, conditions and restrictions, reciprocal easement agreement, or the like, benefiting or burdening the Property, to the extent the delivery of an estoppel certificate is contemplated by the applicable declaration, reciprocal easement agreement or other document, benefiting or burdening the Property (a "REA"). Such estoppel certificate shall otherwise be either in the form required by the applicable REA, or if no such form is allotted for, then in a form reasonably approved by Buyer.

iv. between the Effective Date and the date of Closing, Seller shall not market, solicit to sell, accept offers for or display for sale the Property to any person or entity other than Buyer or Buyer's nominee.

- C. The foregoing representations and warranties set forth in this Section 8 are express representations and warranties upon which Buyer shall be entitled to rely. Seller shall indemnify and hold Buyer forever harmless from and against any and all claims, actions, judgments, liabilities, liens, damages, penalties, fines, costs and expenses, including, but not limited to, attorneys' fees, asserted against, imposed on, suffered or incurred by Buyer directly or indirectly arising out of or in connection with any breach of the foregoing representations and warranties such representations and warranties shall survive Closing for a period of one (1) year. Seller shall provide Buyer a certificate that the representations and warranties remain true and accurate as of the time of Closing.

SECTION 9 - BUYER'S WARRANTIES AND REPRESENTATIONS. Buyer warrants and represents to Seller that the following statements are true and accurate:

A. Buyer is an Illinois limited liability company in good standing and Buyer has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto, and all required actions and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto.

B. This Agreement and all documents to be executed pursuant hereto by Buyer are and shall be binding upon and enforceable against Buyer in accordance with their respective terms.

C. Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer'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.

D. The foregoing representations and warranties set forth in this Section 9 are express representations and warranties upon which Seller shall be entitled to rely Buyer shall indemnify and hold Seller forever harmless from and against any and all claims, actions, judgments, liabilities, liens, damages, penalties, fines, costs and expenses, including, but not limited to, attorneys' fees, asserted against, imposed on, suffered or incurred by Seller directly or indirectly arising out of or in connection with any breach of the foregoing representations and warranties such representations and warranties shall survive Closing for a period of one (1) year. Buyer shall provide Seller a certificate that the representations and warranties remain true and accurate as of the time of Closing.

SECTION 10 - CLOSING. The closing of this transaction shall take place in the office of the Title Company on the date that is thirty (30) days after the expiration of all contingency periods, unless agreed to earlier by the Parties (the "**Date of Closing**" or "**Closing Date**"). As used in this Agreement, the term "**Closing**" shall mean the time at which the Title Company is in possession of

all funds, instruments and documents necessary for it to perform its obligations under Section 10(E). Possession of the Property in substantially the same condition as it was in on the Effective Date shall be given by Seller to Buyer at the time of Closing. The following procedure shall govern the Closing:

A. *DEED.* No later than ten (10) days before the Closing, Seller shall deliver to Buyer and the Title Company a copy of the proposed Special Warranty Deed (the "**Deed**") which shall be in recordable form, and shall convey good and marketable record title to the Property to Buyer, subject only to covenants, conditions and restrictions of record that are not violated and which do not prevent the development and use of the Property as a retail food establishment with drive-thru; private, public and utility easements of record; general taxes for the year 2023 and subsequent years including taxes which may accrue by reason of new or additional improvement during the year(s) and those Permitted Exceptions listed on the Commitment as set forth in Section 7; the Deed shall be in form and content satisfactory to Buyer.

B. *Prorations/Closing Costs.* (a) The expenses from the Property shall be prorated between Seller and Buyer as of Closing. The Closing Date shall be a day of income and expense for Seller. The property is tax exempt, but to the extent that the Property is not currently tax exempt, Seller shall pay all taxes, general and special, levied and assessed against the Property, and all installments of special assessments for the years prior to the calendar year in which Closing occurs, which shall include taxes and assessments for the calendar year prior to the year in which Closing occurs but payable in the calendar year Closing occurs. All such taxes and installments of special assessments for the calendar year in which Closing occurs (even if not payable until the following calendar year) shall be prorated between Seller and Buyer on the basis of such calendar year, as of Closing. If the amount of any tax cannot be ascertained at Closing, proration shall be computed based upon 105% of the most recent ascertainable full tax year and all prorations made at Closing shall be final. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing. All outstanding utility charges, if any, shall be determined as of Closing and be paid by Seller. Seller and Buyer shall also equitably prorate such other items and operating expenses, including, without limitation, assessments, fees or cost sharing payments required under any declarations or reciprocal easement agreements affecting the Property, that are customarily prorated upon the sale of similar property in the metropolitan area in which the Property is located. This is an exempt transfer, but to the extent that the transfer pursuant to this agreement is not an exempt transfer, (b) Seller shall be solely responsible for the payment of all State of Illinois and Cook County transfer and conveyance taxes. Each of Seller and Buyer shall be responsible for one half of any Title Company escrow closing fee and shall be responsible for the costs of its own legal counsel.

C. *Seller Deposits.* On or before the Date of Closing, Seller shall deliver to the Title Company the following:

- i. the Deed, properly executed and acknowledged;
- ii. current tax receipts, if any, and Seller shall complete and provide Title Company with the MyDec Declaration ID Number for the completed PTAX-203 Illinois Property Transfer Declaration executed Transfer Tax Declarations;

- iii. properly executed and acknowledged, closing statement prepared by the Title Company, and of any other documents required by this Agreement;
- iv. municipal authority documentation, a Seller's affidavit, ALTA statement, owner's affidavit, "GAP" undertaking and any other documentation reasonably requested by the Title Company in order to confirm the authority of Seller to consummate this transaction or to permit the Title Company to issue to Buyer the Title Policy;
- v. an affidavit, complying with the requirements of Section 1445 of the Internal Revenue Code, affirming that Seller is not a "foreign person" as defined therein;
- vi. such funds, if any, as may be required of Seller to pay any Brokers' Commission, closing costs and other charges properly allocable to Seller, if any, or an authorization to the Title Company to deduct such amounts from the Purchase Price proceeds;
- vii. the Title Policy;
- viii. a blanket bill of sale executed by Seller, if applicable, conveying and assigning to Buyer all Personal Property for the Property with warranties by Seller as to title and that the same are free and clear of encumbrances, but with no other warranties; and
- ix. the certification required by Section 8(C).

D. *Buyer Deposits.* On or before the Date of Closing, Buyer shall deliver the following to the Title Company:

- i. the balance of the Purchase Price and such additional funds as may be required of Buyer to pay closing costs, full cost of any additional title insurance above the basic policy of title insurance amount and any endorsements thereto, and charges properly allocable to Buyer, less any amounts for which Buyer is to receive a credit;
- ii. properly executed and acknowledged, closing statement prepared by the Title Company and of any other documents required by this Agreement;
- iii. any other documentation reasonably requested by the Title Company to confirm the authority of Buyer to consummate this transaction or to permit the Title Company to issue the Title Policy; and
- iv. the certification required by Section 9(D).

E. After the Title Company has received all of the items to be deposited with it, and when the Title Company is in a position to issue the Title Policy, the Title Company shall:

- i. record the Deed instructing the Recorder's Office to return the recorded documents to Buyer;

- ii. record any other instruments executed by the Parties or either of them which are contemplated by this Agreement to be placed of record;
- iv. issue to Buyer a marked-up commitment and proforma policy obligating the Title Company to issue the Title Policy to Buyer and have such policy issued;
- v. charge Buyer for the cost of recording the Deed, and any other document to be recorded not needed to clear title, and for one-half of the closing fee, if any and the cost for any endorsements requested by Buyer;
- vi. charge Seller for the cost of issuing the Commitment and the Title Policy;
- vii. charge Seller for any Brokers' Commission, cost of all deed transfer, revenue or similar taxes with respect to the sale of the Property, for the cost of recording any documents clearing title to the Property, and for one-half of the closing fee;
- viii. prepare closing statements for Seller and Buyer in accordance with the provisions of this Agreement (indicating deposits, credits and charges), including the allocation of real property taxes) and deliver the same, together with a disbursement of funds, to the appropriate Party; and
- ix. deliver the Title Policy to Buyer as soon as reasonably practicable.

Any supplemental closing instructions given by either Party shall also be followed by the Title Company, provided they do not conflict with any instructions set forth herein or are consented to in writing by the other Party.

F. The obligation of Buyer to close the transaction contemplated hereby is expressly conditioned upon all representations and warranties of Seller contained herein being true and correct in all material respects currently and as of the Closing and Seller having complied in all respects with all of the obligations and agreements hereunder which Seller has covenanted to comply with prior to the Closing. If, on or before the Closing: (i) Seller notified Buyer that any of Seller's representations and warranties were not true when made or, if then true, is not or will not be true with the same effect on and as of the Closing; (ii) Buyer discovers any material error, misstatement or omission in any such representation or warranty; or (iii) Buyer identifies any fact or occurrence representing a material failure on the part of Seller to comply in any respect with any of the obligations and agreements which Seller has covenanted to comply with prior to the Closing, then and without limitation, to any other rights or remedies Buyer may have under this Contract (including, without limitation, those rights and remedies set forth in Section 11 of this Contract), Buyer shall have the right to terminate this Contract by written notice thereof to Seller. Upon receipt of such notice, this Contract shall terminate and be of no further force and effect. Seller's representations and warranties shall not be rendered untrue because of any change in applicable law, ordinance, rule or regulation of general application within the City, State or other governmental unit, provided that Seller promptly complies with such matter.

SECTION 11 - DEFAULT. If this transaction fails to Close as a result of a material default by a Party with respect to any of the terms of this Agreement, and such material default continues for

a period of ten (10) days after the non-defaulting Party notifies the defaulting Party in writing of such event, the non-defaulting Party may, at its option, elect to proceed under A, B or C below:

A. terminate this Agreement upon written notice to defaulting Party, in which event, except as otherwise provided in this Agreement, i) if the defaulting Party is the Seller, then the Deposit shall be returned to Buyer, and ii) if the defaulting Party is the Buyer, then Seller shall retain the Deposit and in either event, such shall be the sole and exclusive remedy of the non-defaulting Party and neither Party shall have any further rights or obligations under this Agreement, or

B. file suit to enforce specific performance of the obligations under this Agreement, including specifically the conveyance of the Property; or

C. Pursue any and all other remedies available to the non-defaulting Party at law or in equity.

SECTION 12 - EXPENSE OF ENFORCEMENT. If either Party brings an action at law or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs for all stages of litigation, including, but not limited to, appellate proceedings, in addition to any other remedy granted.

SECTION 13 - BROKERS. Seller warrants to Buyer that Seller did not use a broker for this transaction, and that Seller has not taken any other action in connection with this transaction which would result in any Property broker's fee, finder's fee, or other similar fee being due or payable to any party. Buyer warrants to Seller that Buyer's sole broker for this transaction is RJ Rymek Co. ("**Broker**") and that Buyer has not taken any other action in connection with this transaction which would result in any Property broker's fee, finder's fee, or other similar fee being due or payable to any party. At closing, Buyer shall pay the Broker a commission pursuant to a separate agreement (the "**Brokers' Commission**"). Seller and Buyer respectively agree to indemnify, defend and hold harmless the other from and against any and all claims, fees, commissions and suits of any Property broker or agent with respect to services claimed to have been rendered for or on behalf of such Party in connection with the execution of this Agreement or the transaction contemplated herein.

SECTION 14 - NOTICE. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "**Notices**") must be in writing and shall be deemed to have been given as of the date such Notice is (i) hand delivered to the Party or its attorney, (ii) delivered to the then designated address of the Party or its attorney, (iii) transmitted to the then designated fax number of the Party or its attorney, (iv) rejected at the then designated address of the Party or its attorney, provided such Notice was sent prepaid, (v) sent by nationally recognized overnight courier or by United States Certified Mail, return receipt requested, postage prepaid and addressed to the then designated address of the Party or its attorney or (vi) via e-mail. The initial addresses of the Parties and their respective attorney shall be:

To Seller: City of Oak Forest
 15440 S. Central Ave.
 Oak Forest, IL 60452

Attn: Tim Kristin, City Administrator
ecage@OAK-FOREST.ORG

Copy to: Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Dr., Ste. 1660
Chicago, IL 60606
Attn: Scott F. Uhler
Email: sfuhler@ktjlaw.com

To Buyer: MDAK Realty Oak Forest LLC,
Attn: Parag Patel
223 W. Washington Street
Chicago, IL 60606
Email: ppatel@everestlaw.com

Copy to: Schoenberg Finkel Beederman Bell Glazer LLC
Attn: Michael S. Friman
300 S. Wacker St., Suite 1500
Chicago, IL 60606
Email: Michael.friman@sfbbg.com

Upon at least ten (10) days' prior written notice to the other Party, each Party shall have the right to change its address to any other address within the United States of America.

SECTION 15 - RISK OF LOSS.

A. *Condemnation and Casualty.* If, prior to the Closing, all or any portion of the Property is destroyed or damaged by fire or other casualty, Seller shall notify Buyer of such fact promptly after Seller obtains knowledge thereof. If such casualty is "**Material**" (as hereinafter defined), Buyer shall have the option to terminate this Agreement upon notice to Seller given not later than fifteen (15) days after receipt of Seller's notice to Buyer, and the Closing shall be extended if necessary to allow Buyer a full fifteen (15) days to review and provide such notice. If this Agreement is terminated, the Deposit shall be returned to Buyer and thereafter neither Seller nor Buyer shall have any further rights or obligations to the other hereunder except with respect to any obligations that survive termination of this Agreement. If this Agreement is not terminated, Seller shall obtain Buyer's approval in the settlement of any proceeds and awards, Seller shall not be obligated to repair any damage or destruction but (i) Seller shall assign and turn over to Buyer all of the insurance proceeds (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such fire or other casualty and (ii) the Parties shall proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price except for a credit in the amount of all applicable insurance deductibles.

B. *Casualty Not Material.* If the Casualty is not Material, then the Closing shall occur without abatement of the Purchase Price except for a credit in the amount of all applicable insurance deductibles and costs to bring the Property to its previous condition, and Seller shall not be obligated to repair such damage or destruction and Seller shall assign and turn over to Buyer all of the insurance

proceeds (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such fire or such casualty and except Buyer shall receive a credit in the amount of all applicable insurance deductibles. Seller shall obtain Buyer's approval on any settlement of proceeds prior to approving and/or agreeing to same.

C. *Materiality.* For purposes of this Section 16 (i) with respect to a taking by eminent domain, the term "**Material**" shall mean any taking whatsoever, regardless of the amount of the award or the amount of the Property taken, and (ii) with respect to a casualty, the term "**Material**" shall mean any casualty such that the cost of repair, as reasonably estimated by an engineer reasonably acceptable to Seller and Buyer, is in excess of five (5%) percent of the Purchase Price.

SECTION 16 - ENTIRE AGREEMENT. All previous negotiations and understandings between Seller and Buyer or their respective agents and employees with respect to the transaction set forth herein are merged into this Agreement, and this Agreement alone fully and completely expresses the Parties' rights, duties and obligations with respect to its subject matter. This Agreement may be amended only by subsequent written agreement signed by Seller and Buyer.

SECTION 17 - NO MERGER. The covenants, warranties, representations and/or indemnities expressly made in this Agreement shall survive the Closing and shall not be merged therein.

SECTION 18 - GOVERNING LAW AND VENUE. This Agreement shall be deemed to be a contract made under the laws of the State of Illinois and for all purposes shall be governed and construed in accordance with the laws of said State. The sole and exclusive venue for any lawsuit filed and arising out of this Agreement shall be the Circuit Court of Cook County, Illinois.

SECTION 19 - SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added as a part of this Agreement that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

SECTION 20 - CONSTRUCTION. The rule of strict construction shall not apply to this Agreement. This Agreement is the joint product of the Parties and their efforts, and expresses their agreements. It should not be interpreted in favor of or against either Seller or Buyer merely because of their efforts in preparing it.

SECTION 21 - BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, heirs and personal representatives. Buyer may assign this Agreement or its rights hereunder to its affiliate without the written consent of the Seller. This Agreement may not otherwise be assigned by a Party without the express written consent of the other Party.

SECTION 22 - COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument. Further, this Agreement may be executed by transfer of an

originally signed document by facsimile or by electronic or e-mail in PDF format, or by electronic signature, each of which shall be as fully binding as an original document.

SECTION 23 -1031 EXCHANGE. At either Party's option, the non-requesting Party agrees to cooperate with the requesting Party to qualify this transaction as a like-kind exchange of property described in Section 1031 of the Internal Revenue Code of 1986, as amended. The non-requesting Party further agrees to consent to the assignment of this Contract to a "**Qualified Intermediary**" and/or take such other action reasonably necessary to qualify this transaction as a like-kind exchange provided that (i) such exchange shall be at the cost and expense of the requesting Party, (ii) the non-requesting Party shall incur no liability as a result of such exchange and (iii) no such assignment of this Contract shall relieve the requesting Party of its obligations under this Contract and the requesting party shall remain liable to the non-requesting Party for the performance of its obligations in this Contract.

SECTION 24 - BUSINESS DAY. Any reference in this Contract to "business day" or "business days" shall be defined as Monday through Friday, excluding Legal holidays, 8:00am to 6:00pm central standard time. Whenever under the terms of this Contract the time for performance falls on a Saturday, Sunday or legal holiday (as defined in 205 ILCS 630/17) such time for performance will be on the next day that is not a Saturday, Sunday or legal holiday. In counting any period of time pursuant to this Contract, the day of the act or event from which the designated period of time begins to run will not be included.

(Signatures on the following page)

IN WITNESS WHEREOF, the Parties have caused these presents to be executed intending to be legally bound by the provisions herein contained.

SELLER:

CITY OF OAK FOREST,
an Illinois municipality

By: Hay L. Kuspa

Date: July 25th, 2023

Its: Mayer

BUYER:

MDAK Realty Oak Forest LLC,
an Illinois limited liability company, or its assignee

By: [Signature]

Date: 8-21-2023

Its: Manager



CITY OF OAK FOREST, ILLINOIS

TAX INCREMENT FINANCING DISTRICT FUNDS

REPORT ON COMPLIANCE
WITH PUBLIC ACT 85-1142

For the Year Ended April 30, 2024



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CITY OF OAK FOREST, ILLINOIS
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INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

The Honorable Mayor
Members of the City Council
City of Oak Forest, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information of the City of Oak Forest, Illinois as of and for the year ended April 30, 2024, which collectively comprise the basic financial statements of the City of Oak Forest, Illinois, and have issued our report thereon dated December 18, 2024, which expressed an unmodified opinion on those statements.

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

SiKich CPA LLC

Naperville, Illinois
December 18, 2024

SUPPLEMENTAL DATA

CITY OF OAK FOREST, ILLINOIS

TAX INCREMENT FINANCING DISTRICT FUNDS

COMBINING BALANCE SHEET

April 30, 2024

	1986 TIF	TIF III Capital Projects	TIF IV Capital Projects	TIF V Capital Projects	TIF VI Capital Projects	TIF VII Capital Projects	Total
ASSETS							
Cash and cash equivalents	\$ -	\$ -	\$ -	\$ -	\$ 155,577	\$ 1,466,012	\$ 1,621,589
Due from other funds	-	-	-	-	-	398,367	398,367
TOTAL ASSETS	\$ -	\$ -	\$ -	\$ -	\$ 155,577	\$ 1,864,379	\$ 2,019,956
LIABILITIES AND FUND BALANCES							
LIABILITIES							
Accounts payable	\$ -	\$ 925	\$ -	\$ -	\$ -	\$ 1,221	\$ 2,146
Due to other funds	-	1,519,692	118,937	319,758	-	-	1,958,387
Total liabilities	-	1,520,617	118,937	319,758	-	1,221	1,960,533
FUND BALANCE							
Restricted for economic development	-	-	-	-	155,577	1,863,158	2,018,735
Unassigned (deficit)	-	(1,520,617)	(118,937)	(319,758)	-	-	(1,959,312)
Total fund balances (deficit)	-	(1,520,617)	(118,937)	(319,758)	155,577	1,863,158	59,423
TOTAL LIABILITIES AND FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ 155,577	\$ 1,864,379	\$ 2,019,956

(See independent auditor's report.)

CITY OF OAK FOREST, ILLINOIS

TAX INCREMENT FINANCING DISTRICT FUNDS

COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES

For the Year Ended April 30, 2024

	1986 TIF	TIF III Capital Projects	TIF IV Capital Projects	TIF V Capital Projects	TIF VI Capital Projects	TIF VII Capital Projects	Total
REVENUES							
Taxes	\$ 180,963	\$ 585,165	\$ -	\$ 19,949	\$ 103,604	\$ 602,265	\$ 1,491,946
Investment income	3,567	-	7,477	-	-	25,091	36,135
Total revenues	184,530	585,165	7,477	19,949	103,604	627,356	1,528,081
EXPENDITURES							
General government							
Administration	387,983	57,215	490	16,544	330,380	4,700	797,312
Debt service							
Principal	-	285,000	-	-	-	-	285,000
Interest and fiscal charges	-	183,825	6,332	-	4,181	-	194,338
Total expenditures	387,983	526,040	6,822	16,544	334,561	4,700	1,276,650
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(203,453)	59,125	655	3,405	(230,957)	622,656	251,431
OTHER FINANCING SOURCES (USES)							
Transfers in	42,093	-	-	-	244,735	-	286,828
Transfers (out)	-	-	(650,000)	-	-	-	(650,000)
Total other financing sources (uses)	42,093	-	(650,000)	-	244,735	-	(363,172)
NET CHANGE IN FUND BALANCES	(161,360)	59,125	(649,345)	3,405	13,778	622,656	(111,741)
FUND BALANCES (DEFICIT) , MAY 1	161,360	(1,579,742)	(122,039)	(323,163)	141,799	1,240,502	(481,283)
Prior period adjustment	-	-	652,447	-	-	-	652,447
FUND BALANCES (DEFICIT) , MAY 1, RESTATED	161,360	(1,579,742)	530,408	(323,163)	141,799	1,240,502	171,164
FUND BALANCES (DEFICIT), APRIL 30	\$ -	\$ (1,520,617)	\$ (118,937)	\$ (319,758)	\$ 155,577	\$ 1,863,158	\$ 59,423

(See independent auditor's report.)

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INDEPENDENT ACCOUNTANT'S REPORT

The Honorable Mayor
Members of the City Council
City of Oak Forest, Illinois

We have examined management of the City of Oak Forest's (the City) assertion that the City complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended April 30, 2024. The City's management is responsible for its assertion. Our responsibility is to express an opinion on management's assertion about the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management's assertion about compliance with the specified requirements is fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about whether management's assertion is fairly stated, in all material respects. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management's assertion, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the City's compliance with the specific requirements.

In our opinion, management's assertion that the City of Oak Forest complied with the aforementioned requirements, included in the Report on Compliance with Public Act 85-1142 for the year ended April 30, 2024, is fairly stated, in all material respects.

This report is intended solely for the information and use of the City Council, management, the Joint Review Board, and the Illinois Department of Revenue and is not intended to be and should not be used by anyone other than these specified parties.

SiKich CPA LLC

Naperville, Illinois
December 18, 2024