

## **Exhibit C**

### **ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT**

This Assignment and Assumption Agreement is made and entered into as of July\_\_\_\_, 2018, by and between **SEIZE THE FUTURE DEVELOPMENT FOUNDATION**, an Illinois not for profit corporation (the "Assignor") beneficiary of a land trust agreement with Chicago Title Land Trust Company, an Illinois corporation, and known as Trust Number 8002377874 and Dated May 14, 2018, with the power of direction of the Trust being with the President/CEO of the Assignor (the "Trust), and the **CITY OF AURORA**, an Illinois municipal corporation (the "Assignee").

#### **WITNESSETH:**

**WHEREAS**, the Assignor, by its Power of Direction as Beneficiary of the Trust, entered into a certain Vacant Land Purchase and Sale Contract dated as of May 31, 2018 (the "Real Estate Contract"), with Old Second Bank as Trustee under trust agreement dated April 1, 1968 and known as trust number 1122 (the "Seller"), which provides for the purchase and sale of certain real estate and improvements commonly known as the Liberty Street Property, Aurora, Illinois, as more particularly described in the Real Estate Contract attached hereto as Exhibit A (the "Real Estate"); and

**WHEREAS**, the Real Estate Contract names the Trust as Buyer, and expressly permits the assignment of the Real Estate Contract by the Assignor.

**NOW THEREFORE**, in consideration of the premises, the sum of \$10.00 in hand paid, and for other good and valuable consideration specified herein, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. **Assignment and Assumption.** The Assignor hereby assigns, transfers, sets over and delivers unto the Assignee all of the Assignor's right, title and interest in and to the Real Estate Contract, including, but not limited to, all right, title and interest of the Assignor in and to the Earnest Money deposit in the amount of \$20,000.00 made by the Assignor under the terms of the Real Estate Contract, and the Assignee hereby accepts such assignment and agrees to assume, pay, perform and discharge all liabilities and obligations of the Assignor under the Real Estate Contract to the same extent as if the Assignee was named in the Real Estate Contract in the name place and stead of the Assignor.

2. **Earnest Money Deposit/Expense Reimbursements.** As soon as reasonably practicable after the execution and delivery of this Agreement, the Assignee shall pay to the Assignor the following amounts:

- (a) The entire amount of the Earnest Money deposit totaling \$20,000;
- (b) All other sums, costs and expenses incurred to date by the Assignor in connection with the transactions under the Real Estate Contract, including the costs of all due diligence reviews and evaluations undertaken by the Assignor in connection with the review of the Real Estate, and all legal and Trust fees totaling \$ 6,175.00.

**Exhibit C**

3. **Indemnification.** The Assignee shall indemnify, defend and hold harmless the Assignor of and from any and all liability, loss, cost or expense whatsoever incurred by the Assignor and arising out of or in connection with the Assignor's execution and delivery of the Real Estate Contract or the performance by the Assignor or the Assignee of any of the terms or conditions set forth therein on the part of the Assignor to be performed thereunder (except to the extent of the Assignor's default in the performance of such obligations prior to the date hereof).

4. **General.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be delivered by either party to the other by facsimile or electronic transmission. This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Agreement as of the date first written above.

**ASSIGNOR:**

**ASSIGNEE:**

**SEIZE THE FUTURE DEVELOPMENT FOUNDATION**, an Illinois not for profit corporation

**CITY OF AURORA**, an Illinois municipal corporation

By: \_\_\_\_\_

William Wiet, Acting President/CEO

By: \_\_\_\_\_

Richard Irvin, Mayor

Attested to:

Attested to:

By: \_\_\_\_\_

Terry Bohr, Chairman  
Board of Directors  
Seize the Future  
Development Foundation

By: \_\_\_\_\_

Wendy McCambridge, City Clerk

By: \_\_\_\_\_

Melinda Kruder, Secretary  
Board of Directors  
Seize the Future Development  
Foundation

Exhibit C



CHICAGO ASSOCIATION OF REALTORS®  
VACANT LAND PURCHASE AND SALE CONTRACT

Rev. 01/2012



under trust agreement dated  
4-1-1968 known as trust number 1122

1. **Contract.** This Vacant Land Purchase and Sale Contract ("Contract") is made by and between CTIC # 8923776774 of Ass'n # 44 ("Buyer") and Old Second Bank as Trustee ("Seller") (collectively, "Parties"), with respect to the purchase and sale of the real estate and improvements, if any, located at Liberty Street, Aurora, Illinois ("Property").

Property P.I.N. #: 15-24-276-033 and 15-24-403-017 Lot size: FEED approximately 25.407 acres

2. **Purchase Price.** The purchase price for the Property is \$ 900,000.00 ("Purchase Price"). The Purchase Price includes the following personal property: None

3. **Earnest Money.** Upon Buyer's execution of this Contract, Buyer shall deposit with Old Second Bank as Trustee ("Escrowee"); initial earnest money in the amount of \$ 20,000.00 in the form of Cashier's Check ("Initial Earnest Money"). The Initial Earnest Money shall be returned and this Contract shall be of no force or effect if this Contract is not accepted by Seller on or before May 15, 2018. The Initial Earnest Money shall be increased to (or the one) 10% of the Purchase Price OR 4 percent of the Purchase Price (if the Initial Earnest Money is within 30 business days after the expiration of the Attorney Approval Period established in Paragraph 12 of this Contract) (the Initial and Final Earnest Money, when together, referred to as the "Earnest Money"). The Parties acknowledge and agree that (i) the Parties shall execute all necessary documents with respect to the Earnest Money in form and content mutually agreed upon between the parties and (ii) except as otherwise agreed, Buyer shall pay all expenses incurred in opening an escrow account for the Earnest Money.

4. **Mortgage Contingency.** This Contract is contingent upon Buyer securing by 20 ("First Commitment Date") a fixed written mortgage commitment for a fixed rate or an adjustable rate mortgage permitted to be made by a U.S. or Illinois savings and loan association, bank, or other authorized financial institution, in the amount of (strike one) \$ 900,000.00 OR 5 percent of the Purchase Price, the interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed 5 percent per year, amortized over 30 years, payable monthly, loan fee not to exceed 2 percent, plus appraisal and credit report fee, if any ("Required Commitment"). If the mortgage secured by the Required Commitment has a balloon payment, it shall be due no sooner than 30 years. Buyer shall pay for private mortgage insurance as required by the leading institution. If a FHA or VA mortgage is to be obtained, Rider 8, Rider 9, or the HUD Rider shall be attached to this Contract. (1) If Buyer is unable to obtain the Required Commitment by the First Commitment Date, Buyer shall so notify Seller in writing on or before that Date. Thereafter, Seller may, within 30 business days after the First Commitment Date ("Second Commitment Date"), secure the Required Commitment for Buyer upon the same terms, and may extend the Closing Date by 30 business days. The Required Commitment may be given by Seller or a third party. Buyer shall furnish all requested credit information, sign customary documents relating to the application and securing of the Required Commitment, and pay one application fee as directed by Seller. Should Seller choose not to secure the Required Commitment for Buyer, this Contract shall be null and void as of the First Commitment Date, and the Earnest Money shall be returned to Buyer. (2) If Buyer notifies Seller on or before the First Commitment Date that Buyer has been unable to obtain the Required Commitment, and neither Buyer nor Seller secures the Required Commitment on or before the Second Commitment Date, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. (3) If Buyer does not provide any notice to Seller by the First Commitment Date, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.

5. **Possession.** Seller agrees to surrender possession of the Property on or before the Closing Date (as defined in Paragraph 6 below).

6. **Closing.** Buyer shall deliver the balance of the Purchase Price (less the amount of the Final Earnest money, plus or minus prorations and escrow fees, if any) to Seller and Seller shall execute and deliver the Deed (as defined below) to Buyer at "Closing". Closing shall occur on or prior to August 15, 2018 at a time and location mutually agreed upon by the Parties ("Closing Date"). Seller must provide Buyer with good and merchantable title prior to Closing.

7. **Deed.** At Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable warranty deed ("Deed") (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement, if applicable, subject only to the following, if any: covenants, conditions, and restrictions of record; public and utility easements; existing leases and tenancies, if any; visible private and public roads and easements; therefore; building setback lines and use or occupancy restrictions; zoning laws and ordinances; acts done by or suffered through Buyer; all special governmental taxes or assessments confirmed and unconfirmed; and general real estate taxes not yet due and payable at the time of Closing.

8. **Real Estate Taxes.** Seller represents that the 2017 general real estate taxes were \$ 491. General real estate taxes shall be prorated based on (i) 105 percent of the most recent ascertainable full year tax bill, or (ii) mutually agreed by the Parties in writing prior to the expiration of the Attorney Approval Period.

9. **"AS-IS" Condition.** Seller represents that the Property is zoned "EF". This Contract is for the sale and purchase of the Property (including any Personal Property) in its "as-is" condition as of the Acceptance Date. The Property (including any Personal Property) has been inspected by the Buyer and Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Property (including any Personal Property) have been made by Seller or Seller's agents, brokers or representatives other than those set forth herein.

10. **Issues Related to Property Development - Contingencies.** If Buyer contemplates developing property for a use other than the current use, there are a variety of issues which should be addressed to insure the development or new use is possible. Municipal and zoning ordinances, recorded building and use restrictions, covenants, conditions of record and easements may prevent certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, special use permits, architectural control committee approvals, estimates for utility hook-up expenses, special assessment charges for installation of roads or utilities and environmental audits may be needed to determine the feasibility of a particular use of the Property. As a result, this Contract is subject to the following contingencies (check if it shall apply):

(A) **Development Contingency.** This Contract is contingent upon (strike one) Buyer / Seller obtaining all requisite approvals from any governing body having jurisdiction for the construction/development of the Property or (strike one) Buyer / Seller is to have until 20 to obtain approval in final, non-appealable form, upon conditions reasonably acceptable to the Parties.

Buyer Initials: CTIC Seller Initials: Old Second Bank

3 of 4 : CTIC \* see attachment - legal description of the property to be determined by survey.

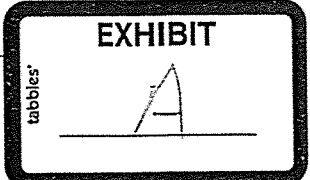


Exhibit C

62  (B) Subdivision Contingency. This Contract is contingent upon (strike one) Buyer / Seller obtaining all requisite approvals from any
63 governing body having jurisdiction for subdivision approval of the Property. (strike one) Buyer/Seller must make an application for
64 subdivision approval by 20 and the Parties agree to use commercially reasonable efforts to diligently pursue the
65 application. The final approval, upon conditions reasonably acceptable to the Parties, shall be obtained on or before 20.

66  (C) Utility Availability. This Contract is contingent upon (strike one) Buyer obtaining / Seller delivering evidence, on or before
67 20 that the following utilities serve the Property as a whole and in a location reasonably acceptable to Buyer
68 (check all that apply):  electricity;  gas;  municipal water;  municipal sewer;  telephone;  other.

69  (D) Vacant Land Disclosure. This Contract is contingent upon Seller delivering to Buyer or Buyer's designated agent a completed copy
70 of the Chicago Association of Realtors Vacant Land Disclosure Rider ("Disclosure") within 5 business days of the Acceptance Date. If
71 Buyer does not receive the Disclosure within the specified time, Buyer shall within 3 business days of the due date for receipt of the
72 Disclosure notify Seller in writing of Buyer's election to terminate the Contract or proceed with this Contract without regard to Buyer's
73 receipt of the Disclosure. IN THE ABSENCE OF ANY WRITTEN NOTICE FROM BUYER TO SELLER WITHIN SUCH 3 BUSINESS
74 DAY PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY BUYER AND THIS CONTRACT SHALL REMAIN IN FULL
75 FORCE AND EFFECT.

76 IF BUYER DELIVERIES WRITTEN NOTICE TO SELLER THAT BUYER ELECTS TO TERMINATE THIS CONTRACT (TERMINATION
77 NOTICE) PRIOR TO THE EXPIRATION OF ANY OF THE ABOVE REFERENCED CONTINGENCY PERIODS, THEN THIS CONTRACT
78 SHALL BE DECLARED NULL AND VOID AS OF THE DATE OF SELLER'S RECEIPT OF BUYER'S TERMINATION NOTICE AND THE
79 EARNED MONEY SHALL BE DISBURSED BY SELLER TO BUYER UPON THE WRITTEN DIRECTION OF THE PARTIES.

80 11. Dual Agency. The Parties confirm that they have previously consented to \_\_\_\_\_ (Licensee) to act as Dual Agent
81 in providing brokerage services on behalf of the Parties and specifically consent to Licensee acting as Dual Agent on the transaction covered by this
82 Contract.

83 Buyer Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_

84 12. Attorney Modification. Within 10 business days after the Acceptance Date ("Attorney Approval Period"), the Parties' respective
85 attorneys may propose written modifications to this Contract ("Proposed Modifications") on matters other than the Purchase Price, broker's
86 compensation and dates. Any Proposed Modifications that are set forth in writing and accepted by the other party shall become terms of this Contract
87 as if originally set forth in this Contract. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed
88 Modifications, then, at any time after the Attorney Approval Period, either Party may terminate this Contract by written notice to the other Party. In
89 that event, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. IN THE ABSENCE OF DELIVERY OF
90 PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY APPROVAL PERIOD, THIS PROVISION SHALL BE
91 DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

92 13. Inspection. Within 60 business days after the Acceptance Date ("Inspection Period"), Buyer may conduct, at Buyer's sole cost and expense
93 (unless otherwise provided by law) inspections of the Property ("Inspections"), including but not limited to investigations of the utilities serving the
94 Property, environmental audits and soil sample testing, by one or more properly licensed or certified inspection personnel (each an "Inspector").
95 Buyer shall provide Seller with reasonable notice prior to conducting any such investigations. Buyer shall indemnify Seller from and against any loss
96 or damage to the Property or personal injury caused by the Inspections, Buyer, or Buyer's Inspector. Buyer agrees to promptly provide copies of all
97 inspection reports to Seller and to the listing broker, if any. Buyer further agrees to restore the Property to its original condition and agrees to be
98 responsible for any damage incurred while performing such Inspections. Buyer may terminate this Contract at any time prior to the expiration of the
99 Inspection Period by providing written notice of such termination to Seller. In the event of such notice, this Contract shall be null and void and the
100 Earnest Money shall be returned to Buyer. Buyer's obligations under this Paragraph 13 shall survive the termination of this Contract. IN THE
101 ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED
102 BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

103 14. General Provisions, Riders and Addendums. THIS CONTRACT WILL BECOME A LEGALLY BINDING CONTRACT WHEN
104 SIGNED BY ALL PARTIES AND DELIVERED. THIS CONTRACT INCLUDES THE GENERAL PROVISIONS ON THE LAST PAGE OF THIS
105 CONTRACT AND RIDERS \_\_\_\_\_ (list Rider numbers here) AND ADDENDUM \_\_\_\_\_ (list
106 Addendum numbers here) ATTACHED TO AND MADE A PART OF THIS CONTRACT.

[SIGNATURE PAGE FOLLOWS]

\* see attached language regarding Farming agreement and copy
of Galusha Farms Farming Agreement (2 pages) dated 11-1-17.
by [signature] CTIC

Buyer Initials: [signature] Buyer Initials: \_\_\_\_\_
CTIC

Seller Initials: [signature] Seller Initials: \_\_\_\_\_
CBB VP/TO

Exhibit C

107 OFFER DATE: May 11 2018

ACCEPTANCE DATE: May 31 2018 ("Acceptance Date")

108 BUYER'S INFORMATION:

109 Buyer's Signature: [Redacted] 5-14-18

110 Buyer's Signature: ASSISTANT VICE PRESIDENT

111 Buyer's Name(s) (print): CT&T # 80023778774 or Assignee

112 Address: \_\_\_\_\_

113 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

114 Office Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

115 Fax: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

116 Email Address: \_\_\_\_\_

117 The names and addresses set forth below are for informational purposes only and subject to change.

119 BUYER'S BROKER'S INFORMATION:

120 Designated Agent (print): Mike Drew

121 Agent MLS Identification Number: 231369

122 Brokerage Company Name: Doss Realtors MLS # 23180

123 Office Address: 2111 W. Plum Street, Suite 129

124 City: Aurora State: IL Zip: 60506

125 Office Phone: 630-898-8008 Cell Phone: 630-217-4286

126 Fax: \_\_\_\_\_

127 Email: mdrews@dossrealtors.com

128 BUYER'S ATTORNEY'S INFORMATION:

129 Attorney Name: \_\_\_\_\_

130 Firm: \_\_\_\_\_

131 Office Address: \_\_\_\_\_

132 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

133 Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

134 Fax: \_\_\_\_\_

135 Email: \_\_\_\_\_

136 BUYER'S LENDER'S INFORMATION:

137 Mortgage Broker's Name: \_\_\_\_\_

138 Lender: \_\_\_\_\_

139 Office Address: \_\_\_\_\_

140 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

141 Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

142 Fax: \_\_\_\_\_

143 Email: \_\_\_\_\_

144 \_\_\_\_\_

SELLER'S INFORMATION:

109 Seller's Signature: old Second National Bank, Trustee W/A dated 4-1-68 & known as Trust No. 1122

110 Seller's Signature: By: Dan J. Dolan  
Vice President of Trust under trust agreement dated 4-1-1968 known as Trust #1122

111 Seller's Name(s) (print): Old Second Bank as Trustee

112 Address: 37 S. River St.

113 City: Aurora State: IL Zip: 60506

114 Office Phone: 906-5470 Home Phone: \_\_\_\_\_

115 Fax: 630-872-0302 Cell Phone: \_\_\_\_\_

116 Email Address: \_\_\_\_\_

The names and addresses set forth below are for informational purposes only and subject to change.

SELLER'S BROKER'S INFORMATION:

Designated Agent Name (print): Dan J. Dolan

Agent MLS Identification Number: \_\_\_\_\_

Brokerage Company Name: Dolan and Murphy, Inc.

Office Address: 765 Orchard Ave.

City: Aurora State: IL Zip: 60506

Office Phone: 630-801-9800 Cell Phone: \_\_\_\_\_

Fax: 630-801-8811

Email: djdolan@dolanmurfy.com

SELLER'S ATTORNEY'S INFORMATION:

Attorney Name: Thomas J. Hoffman

Firm: Law Office of Thomas J. Hoffman

Office Address: 870 Ryan Court

City: Batavia State: IL Zip: 60510

Office Phone: 630-879-3306 Cell Phone: \_\_\_\_\_

Fax: 630-879-8062

Email: Tom@lawofficeTJH.com

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

This instrument is executed by THE OLD SECOND NATIONAL BANK of Aurora, Illinois, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by THE OLD SECOND NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against THE OLD SECOND NATIONAL BANK, by reason of any of the covenants, statements or representations contained in this instrument.

CTLTC

Buyer Initials: [Signature] Buyer Initials: \_\_\_\_\_

Seller Initials: [Signature] Seller Initials: \_\_\_\_\_

# Exhibit C

## 145 GENERAL PROVISIONS

146 A. Prorations. Rent, interest on existing mortgage, if any, water taxes and other items shall be prorated as of the Closing Date.

147 B. Uniform Vendor and Purchaser Risk Act. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this  
148 Contract.

149 C. Title. Within 5 days prior to the Closing Date, Seller shall deliver to Buyer or his agent evidence of marketable title in the intended grantor by delivering  
150 a Commitment for Title Insurance of a title insurance company bearing a date on or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to  
151 no other exceptions than those previously listed within this Contract and to general exceptions contained in the commitment. Delay in delivery by Seller of a  
152 Commitment for Title Insurance due to delay by Buyer's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every  
153 Commitment for Title Insurance furnished by Seller shall be conclusive evidence of title as shown. If evidence of title discloses other exceptions, Seller shall have 30  
154 days after Seller's receipt of evidence of title to cure the exceptions and notify Buyer accordingly. As to those exceptions that may be removed at Closing by payment of  
155 money, Seller may have those exceptions removed at Closing by using the proceeds of the sale.

156 D. Notice. All notices required by this Contract shall be in writing and shall be served upon the Parties or their attorneys at the addresses provided in this  
157 Contract. The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served  
158 by personal delivery or commercial delivery service, by mail e-mail, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice  
159 with proof of transmission being sent by regular mail on the date of transmission. In addition, facsimile signatures or digital signatures shall be sufficient for purposes  
160 of executing this Contract and shall be deemed valid and received by the addressee when delivered by e-mail and opened by  
161 the recipient, provided that a copy of the e-mail notice is also sent by regular mail to the recipient on the date of transmission.

162 E. Disposition of Earnest Money. In the event of default by Buyer, the Earnest Money, less expenses and commission of the listing broker, shall be paid to  
163 Seller. If Seller defaults, the Earnest Money, at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligations of this  
164 Contract. In the event of any default, Escrowee shall give written notice to Seller and Buyer indicating Escrowee's intended disposition of the Earnest Money and  
165 request Seller's and Buyer's written consent to the Escrowee's intended disposition of the Earnest Money within 30 days after the notice. However, Seller and Buyer  
166 acknowledge and agree that if Escrowee is a licensed real estate broker, Escrowee may not distribute the Earnest Money without the joint written direction of Seller and  
167 Buyer or their authorized agents. If Escrowee is not a licensed real estate broker, Seller and Buyer agree that if neither Party objects, in writing, to the proposed  
168 disposition of the Earnest Money within 30 days after the date of the notice, then Escrowee shall proceed to disperse the Earnest Money as previously notified by  
169 Escrowee. If either Seller or Buyer objects to the intended disposition within the 30-day period, or if Escrowee is a licensed real estate broker and does not receive the  
170 joint written direction of Seller and Buyer authorizing distribution of the Earnest Money, then the Escrowee may deposit the Earnest Money with the Clerk of the  
171 Circuit Court by the filing of an action in the nature of an Interpleader. Escrowee may be reimbursed from the Earnest Money for all costs, including reasonable  
172 attorney's fees, related to the filing of the interpleader and the Parties indemnify and hold Escrowee harmless from any and all claims and demands, including the  
173 payment of reasonable attorneys' fees, costs, and expenses arising out of those claims and demands.

174 F. Bill of Sale. Seller shall furnish to Buyer at Closing an executed, notarized bill of sale ("Bill of Sale") transferring all of Seller's right, title and interest in  
175 the Personal Property, if any, to Buyer at Closing.

176 G. Affidavit of Title. Seller shall furnish to Buyer at Closing an executed, notarized affidavit of title ("Affidavit of Title"), and any other documents as may  
177 be required by the Title Company for the issuance of any ALTA owner's policy and/or lender's policy, as the case may be. The Affidavit of Title shall cover the Closing  
178 Date.

179 H. Code Violations. Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violation that currently exists on  
180 the Property has been issued and resolved by Seller or Seller's agent ("Code Violation Notice"). If a Code Violation Notice is received after the Acceptance Date and  
181 before Closing, Seller shall promptly notify Buyer of the Notice.

182 I. Escrow Closing. At the written request of Seller or Buyer received prior to the delivery of the deed under this Contract, this sale shall be closed through an  
183 escrow with a title insurance company, in accordance with the general provisions of the usual form of deed and money escrow agreement then furnished and in use by  
184 the title insurance company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of an  
185 escrow, payment of Purchase Price and delivery of deed shall be made through the escrow, this Contract and the Earnest Money shall be deposited in the escrow, and  
186 the Broker shall be made a party to the escrow with regard to commission due. The rest of the escrow shall be divided equally between Buyer and Seller.

187 J. Survey. At least 5 days prior to the Closing Date, Seller shall provide Buyer with a survey by a licensed land surveyor dated not more than six months prior  
188 to the date of Closing, showing the present location of all easements, building set-back lines and boundaries of the Property. If Buyer or Buyer's mortgagee desires a  
189 more recent or extensive survey, the survey's expense.

190 K. 1031 Exchange. The Parties agree that at any time prior to the Closing Date, Buyer and/or Seller may elect to effect a simultaneous or non-simultaneous  
191 tax-deferred exchange pursuant to Section 1031, and the regulations pertaining thereto, of the Internal Revenue Code, as amended. Each party expressly agrees to  
192 cooperate with the other party in connection with any such exchange in any manner which shall not impose any additional cost or liability upon the cooperating party,  
193 including without limitation by executing any and all documents, including escrow instructions or agreements consenting to the assignment of any rights and  
194 obligations hereunder to an exchange entity, which may be necessary to carry out such an exchange; provided, however, that any election to effect such an exchange  
195 shall not delay the Closing Date.

196 L. Legal Description. The Parties may amend this Contract to attach a complete and correct legal description of the Property.

197 M. RESPA. Buyer and Seller shall make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement  
198 Procedures Act of 1974, as amended.

199 N. Transfer Taxes. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed  
200 declaration signed by Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet  
201 other requirements as established by any local ordinance with regard to a transfer or transaction tax. Any real estate transfer tax required by local ordinance shall be  
202 paid by the person designated in that ordinance.

203 O. Removal of Personal Property. Seller shall remove from the Property by the Possession Date all debris and Seller's personal property not conveyed by  
204 Bill of Sale to Buyer.

205 P. Surrender. Seller agrees to surrender possession of the Property in the same condition as it is on the Acceptance Date, ordinary wear and tear excepted,  
206 subject to Paragraph B of the General Provisions of this Contract.

207 Q. Time. Time is of the essence for purposes of this Contract.

208 R. Number. Wherever appropriate within this Contract, the singular includes the plural.

209 S. Flood Plain Insurance. In the event the Property is in a flood plain and flood insurance is required by Buyer's lender, Buyer shall pay for that insurance.

210 T. Business Days and Time. Any reference in this Contract to "day" or "days" shall mean business days, not calendar days, including Monday, Tuesday,  
211 Wednesday, Thursday, and Friday, and excluding all official federal and state holidays.

212 U. Patriot Act. Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation  
213 named by Executive Order or the United States Treasury Department as a Specially Designated National and Blocked Person, or other banned or blocked person, entity,  
214 nation or transaction pursuant to any law, order, rule or regulation which is enforced or administered by the Office of Foreign Assets Control (OFAC), and that they  
215 are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or  
216 nation. Each Party shall defend, indemnify, and hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses  
217 (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

218 V. Brokers. The real estate brokers named in this Contract shall be compensated in accordance with their agreements with their clients and/or any offer of  
219 compensation made by the listing broker in a multiple listing service in which the listing and cooperating broker both participate.

220 W. Original Executed Contract. The listing broker shall hold the original fully-executed copy of this Contract.

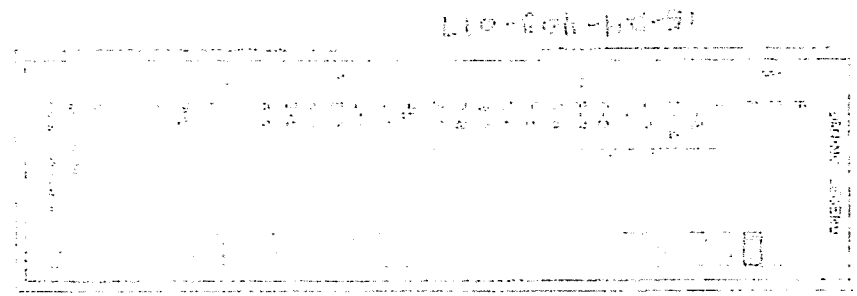
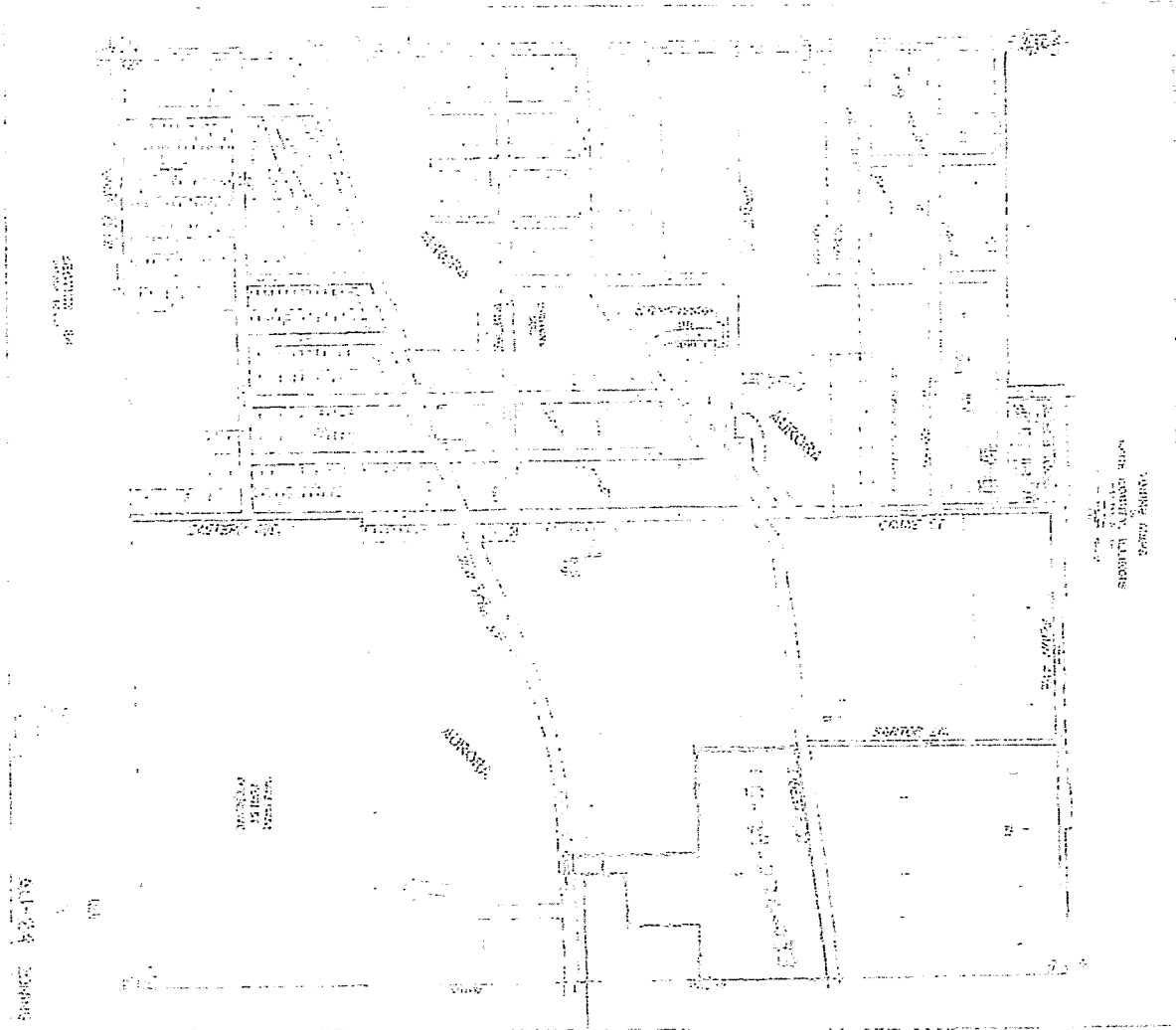
CITLC

Buyer Initials:                      Buyer Initials:                     

4 of 4

Seller Initials:                      Seller Initials:

# Exhibit C



Kane County, Illinois  
Building and Zoning Division  
Mark D. Vankerslooff, AIA  
Zoning Enforcement Officer  
Kane County  
Government Center  
719 S. Barabva Ave., Bldg. A  
Geneva, IL 60134  
Phone: 630-232-8392

## Exhibit C

\*Attachment

11-1-07

Currently the Property is subject to a Farming Agreement dated ~~4-16-2012~~ with Galusha Farm, LLC, a copy of which is attached hereto and incorporated herein by reference (the "Farming Agreement"), which Farming Agreement will be assigned to Buyer at Closing and assumed by Buyer at Closing. A copy of the current Certificate of Insurance insuring Galusha Farm, LLC, as required by the Farming Agreement, is attached hereto and incorporated herein by reference (the "Current Insurance Certificate"). Seller agrees that in the event, Galusha Farm, LLC does not obtain and deliver to the Buyer and Seller, prior to the expiration of the current insurance coverage under the Current Insurance Certificate, a new Certificate of Insurance for another year under the Farming Agreement, similar in coverage and length as set forth in the Current Insurance Certificate, the Seller agrees to obtain and deliver to Buyer, at Seller's cost, a certificate of insurance for commercial general liability insurance coverage for the farming activities by Galusha Farm, LLC on the Property under the Farming Agreement, with a \$1,000,000 each occurrence limit and a general aggregate limit of \$2,000,000 for the period from the expiration date of the insurance coverage under the Current Insurance Certificate thru December 31, 2018. Seller shall have no obligation to provide or obtain any commercial general liability insurance coverage or any other insurance coverage after December 31, 2018. Seller shall use its best efforts to obtain from Galusha Farm, LLC an updated certificate of Insurance that names the Buyer( CT & T #80023778774 or Assignee) as an additional insured on the Current Insurance Certificate.



## Exhibit C

### Farming Agreement

Hedrich Farm (Owner)  
Farm land on Liberty St  
Aurora, IL

11-1-07

Re: Farm land and agriculture production on 22.5 acres on the South side of Liberty St with New York St. to the south border. Approximately 2 miles west of Edia Rd. located in Kane County

I thank you for the opportunity to farm the above referenced property. Please note below the farming agreement for the above farm, starting November 2007.

#### Consideration

1. Galusha Farm, LLC shall work the soil, plant a crop and harvest such for the mutual benefit of both parties. All costs and proceeds shall be that of Galusha Farm, LLC, solely.
2. Owner shall pay to Galusha Farm, LLC (with an office located at 30W777 Butterfield Rd Naperville, IL 60563 at 630-973-5351) the sum of \$4,500 per year for the farming activity. Payment shall be made each year on or before Feb. 1st annually (starting in 2008).
3. Owner agrees to remove debris (rocks, scrub trees, fallen trees, garbage and asphalt) and keep the farm clean and free from all debris and fallen trees or tree limbs.

#### Insurance and Indemnification

Galusha Farm, LLC shall carry all necessary insurance and indemnify Owner against any damage or injuries caused by Galusha Farm, LLC, his employees, guests or invitees.

Owner shall have no liability, other than due to its own negligence, for damage or injury arising from tilling, planting, harvesting or other operations by Galusha Farm, LLC, his employees, guests or invitees, or the Property.

1 of 1

**Exhibit C**

Damage to Crops:

1. Owner will Pay Galusha Farm LLC \$550 per acre, for crop damage, or for loss of the plants after May 1<sup>st</sup> annually, if the land or plants are destroyed by earth-moving equipment, surveyors, core drillers etc on approximately 22.5 acres or whatever acreage is calculated as damaged, if damaged by Owners' election
2. Damage payment will be made to Galusha Farm, LLC within 30 days from the date of the damage notification to either party

Limited Power of Attorney

For the strict purpose of the Farm Service Agency, FSA, U.S Dept of Ag Agency Owner agrees to sign a power of attorney form strictly for the convenience of Galusha Farm, LLC Owner agrees to sign a power of attorney form, allowing Galusha Farm, LLC to fill out FSA paperwork without the written consent and signature of Owner

All FSA payments shall be made to Galusha Farm, LLC

TERM:

The term of this agreement shall be continuous. Either party may cancel this agreement by written notice on or before August 31<sup>st</sup> to be effective for the next crop year. For example .. August 30<sup>th</sup> 2009 written notice for the 2010 calendar year

By signing below both parties agree to the above statements

Steve Berning \_\_\_\_\_  
Manager, Galusha Farm, LLC:

Date: \_\_\_\_\_

Raymond O Hedrich as trustee under the Raymond O Hedrich declaration of Trust dated 10/5/1988 at amended, as the sole beneficiary of Old Second National Bank of Aurora, Trust Number 1122, dated April 11, 1988

Owner: \_\_\_\_\_ as trustee

Date: 11-4-07

# Exhibit C



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> GALLAGHER, DILLON, FRIEDLUND & ASSOC.  15126 WILLOW RUN DRIVE DEKALB IL 60115  <b>INSURED</b> GALUSHA FARM LLC C/O STEVEN BERNING 27WZ71 GALUSHA AVE WARRENVILLE IL 60555	<b>CONTACT NAME:</b> MICHAEL E DILLON <b>PHONE (A/C No. Ext.):</b> 815-756-8643 <b>FAX (A/C No.):</b> 815-756-4499 <b>E-MAIL ADDRESS:</b> _____ <b>INSURER(S) AFFORDING COVERAGE:</b> INSURER A: GRINNELL MUTUAL REINSURANCE COMPANY INSURER B: OWNERS INSURANCE COMPANY INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
---	--

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY EFF. DATE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> FARM LIABILITY PUBLIC & EMPLOYER'S LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC. <input type="checkbox"/> OTHER	Y	10391 KMAC	10/08/2017	10/08/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP* (Per one person) \$ 25,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOF AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	0000577712	02/27/2017	02/27/2018	COMBINED SINGLE LIMIT (Per person) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$	Y	49-623782-00	10/08/2017	10/08/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Resident in IL) If Yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A 0000663485	10/08/2017	10/08/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 100,000 EL DISEASE - EA EMPLOYEE \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 GENERAL FARMING, INCLUDING CUSTOM FARMING.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 