



MOLINE CITY COUNCIL AGENDA

Tuesday, September 27, 2016

6:30 p.m.

(Immediately following the Committee-of-the-Whole meeting)

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

Call to Order

Pledge of Allegiance

Invocation – Alderman Waldron

Roll Call

Consent Agenda

All items under the consent agenda will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which case, the item will be moved from the Consent Agenda and considered as the first item after the Omnibus Vote.

COUNCIL MEMBER	PRESENT	ABSENT
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Waldron		
Acri		
Mayor Raes		

Approval of Minutes & Appointments Made

Committee of the Whole and Council meeting minutes of September 20, 2016 and appointments made during Committee of the Whole on September 27, 2016.

Second Reading Ordinances

1. Council Bill/General Ordinance 3025-2016

An Ordinance amending Chapter 20 “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 18 thereof, “TWO-HOUR PARKING RESTRICTIONS IN NONMETERED ZONES,” by including the streets identified in Section 1.

Explanation: In 2010, a Parking Committee was formed in order to examine downtown parking issues and recommended that all on-street parking have a uniform 2-hour parking limit to avoid confusion. It has been determined that this particular block was not updated during that review period.

Public Notice/Recording: N/A

Fiscal Impact: N/A

2. Council Bill/Special Ordinance 4052-2016

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with Moline Dad’s Club Halloween Parade scheduled for Sunday, October 23, 2016.

Explanation: This is an annual event and has been reviewed and approved by the Special Event Committee.

Public Notice/Recording: N/A

Fiscal Impact: N/A

3. Council Bill/Special Ordinance 4053-2016

A Special Ordinance authorizing the Mayor and City Clerk to execute a Third Amendment to the KONE Development Agreement, a Loan Extension Agreement between Financial District Properties HQO, L.L.C. and the City of Moline, a Purchase Agreement with Fifth Avenue Block LLC, an Assignment to HOA Hotels LLC of the Purchase Agreement between the City and Fifth Avenue Block LLC, and a Development Agreement between the City and HOA Hotels LLC for HOA Hotels LLC’s redevelopment of the property located at 1630 5th Avenue, Moline, Illinois (n/k/a the Fifth Avenue Building), and the adjacent building located at 1620 5th Avenue; and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreements.

Explanation: The City Council has designated the redevelopment of the Fifth Avenue Building, 1630 5th Avenue, Moline, as a priority as it is an integral part of the City's downtown and such redevelopment would contribute to the City's economic development. As part of negotiations for the sale of the building with the current owner of the Fifth Avenue Building, the City agreed to extend the owner's loan term on the KONE building; to amend a term of the Development Agreement so that the owner could own the residential units in the KONE building for that project; and to purchase the Fifth Avenue Building for \$1.8 million. HOA Hotels LLC would like to purchase the Fifth Avenue Building and redevelop it into an approximate 105 room (+/-) nationally branded hotel or an independent boutique brand hotel with amenities such as food & beverage/bar operations, meeting/conference/banquet space, fitness facility, room service, dry cleaning and similar services for a total project cost of \$18 million. HOA Hotels LLC has agreed to take an assignment of the Purchase Agreement between the City and Fifth Avenue Block LLC and to purchase the Fifth Avenue Building directly from Fifth Avenue Block LLC according to the terms of the Purchase Agreement. In addition, the City and HOA Hotels LLC have negotiated terms of a Development Agreement for the demolition, repair and remodel of the Fifth Avenue Building. The City wishes to support the redevelopment by granting certain incentives to include a TIF rebate, a sales tax rebate, and a hotel-motel use tax rebate for the Fifth Avenue Building as well as the adjacent property located at 1620 5th Avenue. Additional documentation attached.

Fiscal Impact: \$4,600,000 in total rebates and incentives on a Net Present Value basis
Public Notice/Recording: N/A

4. Council Bill/Special Ordinance 4054-2016

A Special Ordinance authorizing the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and Moline 501, L.L.C. and Moline Chase, L.L.C. for the "Chase Bank Building" project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said agreement.

Explanation: Moline 501, L.L.C. and Moline Chase, L.L.C. seeks to enter into a Performance Based Development Agreement with the City to facilitate redevelopment of the property: (08)5719, 501 15th Street, known as the Chase Bank Building Project ("Project"). The estimated total project cost for the Project is \$8,333,334.00 which will consist of Developer completing a Historic Rehabilitation of 501 15th Street into 31 market rate apartments and maintaining the existing commercial spaces on the basement, first and annex space with floors 2-9 to contain mostly one bedroom units ranging between 500-800 square feet. Additional amenities will be incorporated, including storage, fitness, and common gathering and recreational spaces. The City wishes to support the redevelopment by granting certain incentives to include TIF. Additional documentation attached.

Fiscal Impact: -\$1,250,000 from TIF #13 account no. 262-0775-496.03-22
Public Notice/Recording: N/A

5. Council Bill/Special Ordinance 4055-2016

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic; and authorizing the use of public right-of-way in conjunction with Mercado on Fifth scheduled for October 7, 14, 21 and 28, 2016.

Explanation: This is a weekly event and has been previously approved by City Council.

Public Notice/Recording: N/A
Fiscal Impact: N/A

Resolutions

6. Council Bill/Resolution 1135-2016

A Resolution authorizing the Mayor to sign and submit the 2016 Community Rating System Annual Recertification to the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) for floodplain management.

Explanation: Since 2010, the City of Moline has participated in the National Flood Insurance Program's (NFIP) Community Rating System (CRS), a voluntary program offered by the Federal Emergency Management Agency (FEMA), to encourage advanced floodplain management activities. As a class 8 community, the City's

participation earns property owners in flood hazard areas a 10% cost reduction on flood insurance premiums. To maintain participation, the Mayor must annually certify that the City continues to perform its stated activities. Additional documentation attached.

Fiscal Impact: N/A
Public Notice/Recording: N/A

7. Council Bill/Resolution 1136-2016

A Resolution authorizing the Chief of Police to execute a Hold Harmless Agreement between the police department and Moline School District for use of the parking lot at Wharton Field House, 1800 20th Avenue, Moline, Illinois from October 12, 2016 through November 16, 2016 to conduct emergency vehicle operation training.

Explanation: The Police Department will be conducting emergency vehicle operation training drills from October 12, 2016 through November 16, 2016. Moline School District has agreed to donate its parking lot at Wharton Field House for the training exercises, provided it is held harmless against any loss and liability that might occur as a result of the training. Police in-house staff will be administering the training exercises.

OMNIBUS VOTE		
Council Member	Aye	Nay
Waldron		
Acri		
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Mayor Raes		

Fiscal Impact: N/A
Public Notice/Recording: N/A

Omnibus Vote

Non - Consent Agenda

First Reading Ordinances

8. Council Bill/General Ordinance 3026-2016

An Ordinance amending Chapter 14, “FOOD AND FOOD HANDLERS,” of the Moline Code of Ordinances, Sec. 14-2203, “LICENSE FEES & PAYMENT,” by enacting one new subsection (d).

Explanation: Staff would like to amend Chapter 14 “Food and Food Handlers” to be more in line with Chapter 4 “Alcoholic Beverages” in the Moline Code of Ordinances. This amendment would give the City the authority to collect all outstanding fines, fees, taxes, bills, or invoices due and owing the City before issuing/renewing a food license.

Fiscal Impact: Collect outstanding fines, fees, taxes, bills, or invoices owed to the City
Public Notice/Recording: N/A

Miscellaneous Business (if necessary)

Public Comment

Members of the Public are permitted to speak after coming to the podium and stating their name.

Executive Session (if necessary)

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 18 thereof, "TWO-HOUR PARKING RESTRICTIONS IN NONMETERED ZONES," by including the street identified in Section 1 below:

WHEREAS, as part of the Long Range Transportation Plan, consistent parking standards have been identified as beneficial to Downtown Moline Centre; and

WHEREAS, the request meets the criteria for maintaining consistency in parking standards.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC" of the Moline Code of Ordinances, Appendix 18 thereof, "TWO-HOUR PARKING RESTRICTIONS IN NONMETERED ZONES," is hereby amended to include the following streets where it shall be unlawful for any person to park a vehicle for a longer period than two (2) hours between the hours of 8:00 a.m. and 5:00 p.m., Saturdays, Sundays and legal holidays excepted, in a nonmetered parking space on the following streets and portions of streets:

Seventeenth Street, on the east side, from Fifth Avenue south to the first alley.

Section 2 – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

Section 3 – That this ordinance shall be in full force and effect from and after its passage and approval; and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Sponsor: _____

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING the use of public right-of-way in conjunction with the Moline Dad's Club Halloween Parade scheduled for Sunday, October 23, 2016.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

From Sunday, October 23, 2016, 2:00 p.m. to Sunday, October 16, 2016, 3:30 p.m., the following public right of way:

All lanes of River Drive from the westernmost side of 12th Street to the easternmost side of the parking lot entrance to the American Red Cross located at 1100 River Drive, Moline, IL.

All lanes of River Drive from the westernmost side of 12th Street to the easternmost side of 19th Street

All lanes of 12th Street from the northernmost side of River Drive to the southernmost side of 5th Avenue

All lanes of 5th Avenue from the westernmost side of 12th Street to the easternmost side of 19th Street

All lanes of 17th Street from the northernmost side of River Drive to the southernmost side of 5th Avenue

It shall be an offense to use said roadways for vehicular purposes during the times herein specified.

Section 2 – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

Section 3 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to form:

City Attorney

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Third Amendment to the KONE Development Agreement, a Loan Extension Agreement between Financial District Properties HQO, L.L.C. and the City of Moline, a Purchase Agreement with Fifth Avenue Block LLC, an Assignment to HOA Hotels LLC of the Purchase Agreement between the City and Fifth Avenue Block LLC, and a Development Agreement between the City and HOA Hotels LLC for HOA Hotels LLC's redevelopment of the property located at 1630 5th Avenue, Moline, Illinois (k/n/a the Fifth Avenue Building), and the adjacent building located at 1620 5th Avenue; and

AUTHORIZING all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said agreements.

WHEREAS, the City Council has designated the redevelopment of the Fifth Avenue Building, 1630 5th Avenue, Moline, as a priority as it is an integral part of the City's downtown and such redevelopment would contribute to the City's economic development; and

WHEREAS, as part of negotiations for the sale of the building with the current owner of the Fifth Avenue Building, the City agreed to extend the owner's loan term on the KONE building; to amend a term of the Development Agreement so that the owner could own the residential units in the KONE building for that project; and to purchase the Fifth Avenue Building for \$1.8 million; and

WHEREAS, HOA Hotels LLC seeks to purchase the Fifth Avenue Building and redevelop it into an approximate 105 room (+/-) nationally branded hotel or an independent boutique brand hotel with amenities such as food & beverage/bar operations, meeting/conference/banquet space, fitness facility, room service, dry cleaning and similar services along with the adjacent building at 1620 5th Avenue ("the Project"); and

WHEREAS, HOA Hotels LLC and members of Moline Promenade Investors, LLC have met with City staff to discuss the Project, and staff has received positive feedback on the project and authorization from Moline Promenade Investors, LLC to negotiate and execute this Agreement with HOA Hotels LLC for a hotel in the downtown that conforms with the terms of the previously approved Development Agreement with Moline Promenade Investors; and

WHEREAS, HOA Hotels LLC has agreed to take an assignment of the Purchase Agreement between the City and Fifth Avenue Block LLC and purchase the Fifth Avenue Building directly from Fifth Avenue Block LLC according to the terms of the Purchase Agreement; and

WHEREAS, the City is an Illinois municipal corporation possessing home rule powers under Section 6 of Article VII of the Illinois Constitution; and

WHEREAS, the City has the authority to prevent the spread of blight and encourage private development to enhance the local tax base and to enter into contractual agreements for the purpose of achieving these goals; and

WHEREAS, the City and HOA Hotels LLC have negotiated terms of a Development Agreement for the demolition, repair and remodel of the Fifth Avenue Building for the Project, which has a total cost of approximately \$18 million; and

WHEREAS, the City wishes to support the redevelopment within the Project through the granting of certain lawful incentives to Developer, including but not limited to those available through Tax Increment Financing (“TIF”) pursuant to the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the “Act” or the “TIF Act”), as well as through sales tax and hotel-motel use tax rebates; and

WHEREAS, the City believes that this redevelopment project and the fulfillment generally of the terms of the Third Amendment to the KONE Development Agreement, the Loan Extension, the Development Agreement between the City and HOA Hotels LLC, and the remaining documents referenced herein, are in the vital and best interest of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That the Mayor and City Clerk are hereby authorized to execute a Third Amendment to the KONE Development Agreement, a Loan Extension Agreement between Financial District Properties HQO, L.L.C. and the City of Moline, a Purchase Agreement with Fifth Avenue Block LLC, an Assignment to HOA Hotels LLC of the Purchase Agreement between the City and Fifth Avenue Block LLC, and a Development Agreement between the City and HOA Hotels LLC for HOA Hotels LLC’s redevelopment of the property located at 1630 5th Avenue, Moline, Illinois (k/n/a the Fifth Avenue Building), and the adjacent building located at 1620 5th Avenue; and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreements; provided, however, that said agreements are in substantially similar form and content to those attached hereto and incorporated herein by this reference thereto as Exhibit A and have been approved as to form by the City Attorney.

Section 2 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This Third Amendment to Development Agreement (the "Amendment"), is made and entered into on this ____ day of _____, 2016, by and between the City of Moline, an Illinois Municipal Corporation ("City"), and Financial District Properties KP, LLC, an Illinois limited liability company ("Developer").

RECITALS

- A. WHEREAS, the Developer and the City entered into that certain Development Agreement dated June 17, 2009 and a First Amendment to Development Agreement dated December 17, 2010 in connection with the KONE Centre project (the "Development Agreement"); and
- B. WHEREAS, Section 1.F.d. of the Development Agreement originally required that Developer sell and close to third party buyers 75% of the residential units within the KONE Centre building before any property tax rebates are issued to Developer and was later amended to say that 75% of the residential units were to be leased or sold to third party buyers; and
- C. WHEREAS, Developer has not been able to sell the residential units because potential buyers have been unable to obtain conventional financing to purchase the units based upon their location within a commercial building that contains few other existing residential units; and
- D. WHEREAS, Developer therefore proposes to complete construction of the residential units and retain ownership and offer them for lease; and
- E. WHEREAS, the City and Developer have agreed to the terms of this Amendment.

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which are

hereby acknowledged by all parties, the City and the Developer contract and agree as follows:

1. Section 1.F.d., "Maximum Amount of Property Tax Rebate," which states:

"d. 75% of the residential units are leased or sold and closed to third party buyer."

is hereby deleted from the Development Agreement.

2. Except as specifically amended by this Amendment, all other terms, provisions and conditions contained in the Development Agreement and its First Amendment are and remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates set forth above their respective signatures.

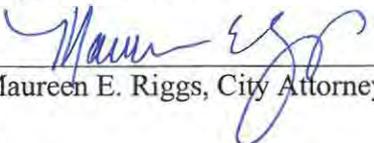
THE CITY OF MOLINE, ILLINOIS

DATED: _____

Scott Raes, Mayor

Attest: _____
Tracy A. Koranda, City Clerk

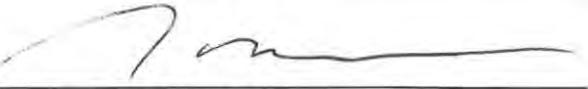
Approved as to form:



Maureen E. Riggs, City Attorney

FINANCIAL DISTRICT PROPERTIES KP, L.L.C.

DATED: 9-2-16

By: 

Rodney A. Blackwell, Manager

Notary provisions on next page

STATE OF ILLINOIS)
) SS:
COUNTY OF ROCK ISLAND)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **SCOTT RAES** and **TRACY A. KORANDA** to me personally known, who, being by me duly sworn, did say that they are the **Mayor** and **City Clerk**, respectively, of the **City of Moline**, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

Notary Public

STATE OF Iowa)
) SS:
COUNTY OF Scott)

On this 2nd day of Sept, 2016, before me, a Notary Public in and for said County and State aforesaid, personally appeared **RODNEY A. BLACKWELL**, to me personally known, who being by me duly sworn (or affirmed) did say that he is the **Manager** of **Financial District Properties KP, LLC**, an Illinois limited liability company, and that said instrument was signed on behalf of the company by said Rodney A. Blackwell as Manager of said company. Rodney A. Blackwell acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

(seal)

Jennifer Kakert
Notary Public



EXTENSION AGREEMENT

This Extension Agreement made this _____ day of _____, 2016, between Financial District Properties HQO, L.L.C., an Illinois limited liability company (“Borrower”) and City of Moline, Illinois, a municipal corporation (“Lender”), extends the term of the Promissory Note, dated December 17, 2007, as amended by the First Amendment to Promissory Note dated July 23, 2012, and by the Loan Modification and Amendment Agreement dated September 5, 2014 and recorded on September 9, 2014 as Document No. 2014-15634 in the Recorder’s office of Rock Island County, Illinois (“Note”), and extends the term of certain of those documents securing said Note, said documents being:

- a. the Loan and Property Development Agreement dated December 5, 2007, as amended by the First Amendment to Loan and Property Development Agreement dated July 23, 2012, and by the Loan Modification and Amendment Agreement dated September 5, 2014 and recorded on September 9, 2014 as Document No. 2014-15634 in the Recorder’s office of Rock Island County, Illinois (“Loan Agreement”);
- b. the Mortgage dated and recorded on December 17, 2007, as Document Number 2007-29733, in the Recorder’s office of Rock Island County, Illinois, and by the Loan Modification and Amendment Agreement dated September 5, 2014 and recorded on September 9, 2014 as Document No. 2014-15634 in the Recorder’s office of Rock Island County, Illinois (“Mortgage”);
- c. the Collateral and Security Agreement dated December 16, 2010, as amended by the First Amendment to Collateral and Security Agreement dated July 23, 2012 and by the Loan Modification and Amendment Agreement dated September 5, 2014 and recorded on September 9, 2014 as Document No. 2014-15634 in the Recorder’s office of Rock Island County, Illinois (“CSA”);
- d. the Personal Guaranty dated December 17, 2007, made by Rodney A. Blackwell, Guarantor;
- e. the Security Agreement dated March 10, 2008, made by Assignor to Assignee;
- f. the Guaranty of Hilltop Properties, L.L.C., an Iowa limited liability company, Rodney A. Blackwell, individually, and Jodi Blackwell, individually – jointly and severally, dated December 16, 2010;
- g. the Collateral Assignment of Certain Financial Interest between the City of Moline, Illinois, FDP, Inc., an Iowa corporation, and Rodney Blackwell dated December 16, 2010;

h. the Agreement for Additional Payment between Financial District Properties HQO, LLC, and the City of Moline dated August 29, 2014; and

any and all other documents executed in connection with or as security on the Note constitute the loan documents, (collectively referred to hereinafter as "Loan Documents" and individually a "Loan Document") which cover the real and personal property described in the Loan Documents and defined therein as the "Property", located at the following common addresses:

Parcel I: 1 Blackwell Boulevard, Moline, IL 61265 f/k/a 1 KONE Court, Moline, IL, 61265 (Tax Parcel Number MO-2451),

Parcel II: 30 20th Street, Moline, IL 61265 (Tax Parcel Number MO-2451-A),

Parcel IV: 325 19th Street, Moline, IL 61265 (Tax Parcel Number MO-5468),

Parcel VI: 1722 River Drive, Moline, IL 61265 (Tax Parcel Number MO-5463),

and said real property legally described as follows:

See Attached Exhibit "A" Legal Descriptions attached hereto and incorporated herein by this reference.

WHEREAS, the Borrower and the Lender entered into a Loan Modification and Amendment Agreement dated September 5, 2014 and recorded on September 9, 2014 as Document No. 2014-15634 in the Recorder's office of Rock Island County, Illinois;

WHEREAS, by the terms of the Loan Modification and Amendment Agreement, in paragraph 5, the Maturity Date of the Note was December 31, 2014;

WHEREAS, paragraph 5 allowed the City to extend the term of the Note, and any and all documents securing the Note, for one-year intervals, through December 31, 2016, if the City's lender agreed to renew or extend the City's note and the Borrower is not in default under any Loan Documents;

WHEREAS, the City's lender agreed to extend the City's note to December 31, 2015 and the parties mutually agreed to such extension prior to December 31, 2014, and documented their agreement in an executed written extension dated July 23, 2015;

WHEREAS, the City's lender again agreed to extend the City's note to December 31, 2016 and the parties mutually agreed to such extension prior to December 31, 2015, and documented their agreement in an executed written extension dated January 5, 2016;

WHEREAS, the parties previously agreed there would be no further extensions after December 31, 2016;

WHEREAS, the parties now mutually agree to one additional extension beyond December 31, 2016, with all other terms and conditions remaining unchanged;

WHEREAS, the parties have now agreed to extend the term of the Note, and any and all documents securing the Note for an additional six months, to June 30, 2017, if the City's lender agrees to renew or extend the City's note and the Borrower is not in default under any Loan Documents; and

WHEREAS; the City's lender has agreed to extend the City's note;

WHEREAS, the Borrower is not in default under any Loan Documents; and

WHEREAS, the parties enter into this written agreement to extend the term to June 30, 2017.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows:

1. The Loan Modification and Amendment Agreement and all Loan Documents shall be extended for six months, to June 30, 2017.
2. Due to the extension, the Maturity Date of the Note shall be June 30, 2017.
3. All references to the Maturity Date throughout the Loan Documents shall be June 30, 2017.
4. Except as herein modified, all of the conditions, covenants and agreements contained in said Loan Documents shall remain in full force and effect. This Extension Agreement does not amend or alter any of the borrower's obligations under any other Loan Documents with the City of Moline.

**The City of Moline, Illinois,
a municipal corporation**

**Financial District Properties HQO, L.L.C.,
an Illinois limited liability company**

Dated: _____

Dated: 9/5/16

Scott Raes, Mayor

By: 
Rodney A. Blackwell, Manager

Attest: _____

Tracy A. Koranda, City Clerk

Parcel I: Lots Number One (1), Two (2), Three (3) and Four (4) in Block "E" in that part of the City of Moline known as and called George Davenport's Addition to said City.

Also the East Sixteen (16) feet of Twentieth Street vacated by Ordinance passed April 21, 1930 by the City Council of the City of Moline and recorded in Book 254 of Deeds, Page 497, Number 269278 in the Office of the Recorder of Deeds of Rock Island County, Illinois, as lies adjacent to and abutting said above described Lot Number Four (4) and to the center of vacated First Avenue;

Also the Westerly half of Twenty First Street vacated by Ordinance passed February 1, 1926 by the City Council of said City recorded in Book 234 of Deeds, Page 315, Number 241396 in said Recorder's Office as lies adjacent to and abutting said Lot Number One (1) and South to the center line of vacated First Avenue; Also the Northerly Half of First Avenue vacated by Ordinance passed March 6, 1916 by the City Council of said city recorded in Book 176 of Deeds, Page 509, Number 172884 in said Recorder's Office, as lies adjacent to and abutting said Lots Number One (1), Two (2), Three (3) and Four (4) and between the West line of the vacated East Sixteen (16) feet of Twentieth Street and the center line of vacated Twenty First Street;

Excepting and reserving, however, so much of the above as is conveyed in deed from Montgomery Elevator Company to Moline Tool Company by deed recorded in Book 184 of Deeds, Page 107, Number 176645 in the Office of the Recorder of Deeds of Rock Island County, Illinois, and hereinbefore shown.

Also Lots 1 and 2 in Moline Tool Company's Addition to the City of Moline, situated in Rock Island County, Illinois.

Also; Beginning at the Southeast corner of Lot Number One (1) Block V, in that part of the City of Moline known as and called George Davenport's Addition to said City; thence Westerly along the southerly line of said Lot Number One (1) and Lot Number Two (2), Block V, of said George Davenport's Addition a distance

of Eighty-five and Sixty-one Hundredths (85.61) feet to the easterly line of the right of way of the Iowa-Illinois Memorial Bridge; thence northeasterly along the easterly line of the right of way of the Iowa-Illinois Memorial Bridge a distance of Two Hundred Ten and Fifty-nine Hundredths (210.59) feet to a point in the easterly line of said Lot Number One (1), Block V of said George Davenport's Addition, which is One Hundred Ninety-two and Ninety-five Hundredths (192.95) feet northerly of said Southeast corner of said Lot Number One (1) Block V; thence Southerly along the Easterly line of said Lot Number One (1) Block V of said George Davenport's Addition, a distance of One Hundred Ninety-two and Ninety-five Hundredths (192.95) feet to the point of beginning, situated in Rock Island County, Illinois.

Beginning at the Northeast corner of Lot Number Two (2) in Moline Tool Company's Addition to the City of Moline; thence Westerly along the Northerly line of said Lot Number Two (2) a distance of One Hundred Twenty-seven (127) feet, more or less, to the Easterly line of the right of way of the Iowa-Illinois Memorial Bridge; thence Northeasterly along the said Easterly right of way line of said Iowa-Illinois Memorial Bridge a distance of Forty-two (42) feet, more or less, to a point in the southerly line of Lot Number Two (2) in Block V in that part of the City of Moline known as and called George Davenport's Addition, which said point is Ninety-eight and Sixty-one Hundredths (98.61) feet, more or less, Westerly of the Southeast corner of Lot One (1) Block V in that part of the City of Moline known as and called George Davenport's Addition; thence Easterly along the Southerly line of said Lot Number Two (2) and Lot Number One (1) in Block V in George Davenport's Addition a distance of Ninety-eight and Sixty-One Hundredths (98.61) feet, more or less to the Southeast corner of said Lot Number One (1); thence Southerly along the Easterly line of said Lot Number One (1) Block V, projected Southerly a distance of Forty (40) feet to the point of beginning; situated in Rock Island County, Illinois.

AN EASEMENT for passenger vehicle parking purposes as created by and contained in a Special Warranty Deed dated May 13, 1958 and recorded on May 16, 1958 as Document Number 520828 over the real estate described as follows:

All that part of lots numbers one (1) and Two (2) in Block V in George L. Davenport's Addition to the City of Moline lying westerly of a line described as follows:

Commencing at a point on the east line of lot number one (1) in Block V in said Addition which is One Hundred Ninety-two and ninety-five hundredths (192.95) feet North of the southeast corner of said Lot Number One (1); thence Southwesterly to a point in the South line of Lot Number Two (2) in Block V of said Addition, which is Seventy-four and thirty-nine hundredths (74.39) feet east of the southwest corner of said Lot Number Two (2); together with so much of those lands adjoining and adjacent to the lands above particularly described and lying in the West half of the Public Street, or in the bed of the Mississippi River there situate, to the middle or thread of the stream of the said Mississippi River, situated in the City of Moline, County of Rock Island and State of Illinois.

SUBJECT TO:

Rights of the State of Illinois in and to a Three-Dimensional Permanent Easement created by Condemnation Judgment Order entered on September 28, 1972 in Case No. 72ED2 over the real estate described as follows:

A portion of a part of Lots 1 and 2 in Block V in George Davenport's Addition, being an Addition in the NE $\frac{1}{4}$ of Section 32, Township 18 North, Range 1 West of the 4th Principal Meridian; said part of Lots 1 and 2 in said Block V being described as lying easterly of a line described as follows:

Beginning at a point on the east line of said Lot 1, said point being 192.95 feet north of the southeast corner of said Lot 1; thence southerly to a point in the south line of said Lot 2, said point being 74.39 feet easterly of the southwest corner of said Lot 2.

All that portion of the above described part of said Lots 1 and 2 which lies westerly of a line that is 60 feet westerly of and parallel with the east line of said Lot 1.

A tract of land in Lot 2 of Moline Tool Company's Addition to the City of Moline, being an Addition in the NE $\frac{1}{4}$ of Section 32, Township 18 North, Range 1 West of the 4th Principal Meridian, described as follows: All that part of said Lot 2 of Moline Tool Company's Addition to the City of Moline which lies westerly of a line that is 80 feet westerly of and parallel with the easterly line of said Lot 2.

A tract of land in First Avenue lying between Lots 1 and 2 in Block V in George L. Davenport's Addition to the City of Moline and Lot 2 in Moline Tool Company's Addition to the City of Moline, bounded and described as

follows:

Commencing at the southeasterly corner of said Lot 1 in Block V in George L. Davenport's Addition to the City of Moline; thence westerly on the southerly line of said Lot 1, a distance of 60 feet to a point, said point being Lot 1, a distance of 60 feet to a point, said point being the point of beginning of the hereinafter described tract; thence continuing westerly on said southerly line of Lot 1 and the southerly line of said Lot 2 in Block V in George L. Davenport's Addition to the City of Moline, to a point in the east line of that part of First Avenue conveyed by the Moline Tool Company to the City of Moline by Quit Claim Deed recorded in the Recorder's Office of Rock Island County, Illinois.

Lot Number Eight (8) and the East Ten (10) feet of Lot Number Seven (7) in Block Number Five (5) in that part of the City of Moline known as and called George Davenport's Addition, situated in the County of Rock Island, in the State of Illinois.

Parcel II: Block "R" in Bailey Davenport's First Addition to the City of Moline, and the South Half of vacated Second Avenue lying between the East line of Twenty-First Street and the West line of Twenty-Second Street, excepting therefrom all that part of Bailey Davenport's First Addition, situated in the Northeast Quarter of Section 32 and the Northwest Quarter of Section 33, Township 18 North, Range 1 West of the 4th Principal Meridian, described as follows:

Beginning at the Southwest corner of Block "R" of said Bailey Davenport's First Addition; thence Northeast to the Southeast corner of said Block "R"; thence Northwest 45 feet to a point in the East line of said Block "R"; thence Southwest to a point in the west line of said Block "R", said point being 45 feet Northwest of the point of beginning; thence Southeast to the point of beginning; situated in the City of Moline, Rock Island County, Illinois.

Part of Lot 2 of LeClaire's Reserve, described as follows: A strip of land Thirty (30) feet in width extending from the East line of Twenty-Second Street East a distance of Three Hundred and Forty (340) feet to the land of Catherine Davenport, the North line of which strip shall be the same as the South line of the right of way of the Chicago, Burlington and Quincy Railway Company, as granted in a conveyance from Dimock Gould & Co. on December 17, 1881; situated in the City of Moline, County of Rock Island and State of Illinois.

Part of Lot 2 of LeClaire's Reserve, described as follows: A triangular piece of ground described as follows: Beginning at a point where the East line of Twenty-second Street in the City of Moline, County of Rock Island, State of Illinois, intersects the South line of the right of way of the Davenport, Rock Island and Northwestern Railway Company as a starting point; thence South along the East line of said Twenty-second Street, a distance of Fifteen feet; thence Easterly on a straight line One Hundred feet to the South line of the right of way of the aforesaid railway company; thence Westerly along the South line of said right of way to the point of beginning, containing Seven Hundred Forty one and Seventy-five Hundredths (741.75) square feet, more or less; the above described premises situated in the City of Moline, County of Rock Island and State of Illinois.

Lot 4 in Block 5 in George Davenport's Addition to Moline, excepting therefrom that part that falls within part of Lots Number Three (3) and Four (4) in Block Number Five (5) in that part of the City of Moline known as and called George Davenport's Addition, described as follows:

Beginning at the Southwest corner of said Lot Number Four (4) in said Block Number Five (5); thence Easterly along the Southerly line of said Lots Four (4) and Three (3), and also the Northerly line of the public alley of said Block Five (5) for a distance of 100 feet; thence Northwesterly along the center line of the Westerly Half of said Lot Three (3) and parallel to the Easterly line of 19th Street for a distance of 76.7 feet; thence Northwesterly on a straight line to a point on the Easterly line of 19th Street which point is 41 feet Southeasterly from the Northwest corner of said Lot Four (4); thence Southeasterly along the Easterly line of 19th Street One Hundred Nine and Six Tenths (109.6) feet to the point of beginning;

But, including, however, the North 41 feet of the East Half of that part of Nineteenth (19th) Street in the City of Moline (now vacated), lying South of the Northerly line of Lot Four (4) in said Block Five (5) extended

West and lying North of the Southerly line of said Lot Four (4) in said Block Five (5) extended West; situated in the City of Moline, Rock Island County, Illinois.

Lot 3 in Block 5 in George Davenport's Addition to Moline, lying South of the South right of way line of the Chicago, Burlington and Quincy Railway Company, excepting therefrom that part that falls within part of Lots Number Three (3) and Four (4) in Block Number Five (5) in that part of the City of Moline known as and called George Davenport's Addition, described as follows:

Beginning at the Southwest corner of said Lot Number Four (4) in said Block Number Five (5); thence Easterly along the Southerly line of said Lots Four (4) and Three (3) and also the Northerly line of the public alley of said Block Five (5) for a distance of 100 feet; thence Northwesterly along the center line of the Westerly Half of said Lot Three (3) and parallel to the Easterly line of 19th Street for a distance of 76.7 feet; thence Northwesterly on a straight line to a point on the Easterly line of 19th Street which point is 41 feet Southeasterly from the Northwest corner of said Lot Four (4); thence Southeasterly along the East line of 19th Street One Hundred Nine and Six Tenths (109.6) feet to the point of beginning;

Also, excepting the premises described as follows:

Beginning at the Southeasterly corner of said Lot Three (3); thence Northerly along the Easterly line of said Lot Three (3) 56.3 feet; thence Northwesterly approximately 42.4 feet to a point on the West line of the East Half ($\frac{1}{2}$) of said Lot Three (3) at a point 70.3 feet Northerly of the South line of said Lot Three (3); thence Southerly along the West line of the East Half ($\frac{1}{2}$) of said Lot 3 for a distance of 70.3 feet to the South line of said Lot 3; thence Easterly along the South line of said Lot Three (3), Forty (40) feet to the point of beginning;

Also, excepting the premises described as follows:

Beginning at the Southeasterly corner of said Lot 3 in said Block 5; thence Westerly along the Southerly line of said Lot Three (3), Forty (40) feet to the point of beginning; thence Northwesterly along the center line of said Lot 3 to a point 70.3 feet Northerly of the South line of said Lot 3; thence Northwesterly on a straight line to a point on the center line of the Westerly Half of said Lot Three (3), 76.7 feet Northerly of the South line of said Lot 3; thence Southeasterly along the center line of the Westerly Half of said Lot 3 and parallel to the Easterly line of 19th Street, 76.7 feet to the South line of said Lot 3; thence Easterly 20 feet to the point of beginning; situated in the City of Moline, Rock Island County, Illinois.

All that part of Lot 2 in Block 5 of George Davenport's Addition to the City of Moline, lying Southerly of the following line: Beginning at a point in the Westerly line of said Lot Two (2) at the South line of the Chicago, Burlington and Quincy Railway right-of-way; thence in a southeasterly direction along a curved line concaved southerly having a radius of 555.14 feet along the south line of the Chicago, Burlington and Quincy Railway right-of-way to a point in the easterly line of said Lot Two; excepting therefrom the south 15 feet of said Lot Two (2) in said Block Five (5); situated in the City of Moline, Rock Island County, Illinois.

That part of Lot 1 in Block 5 in George Davenport's Addition to the City of Moline, described as follows: Beginning at the Southwest corner of Lot Number One (1) in Block Number Five (5) in said Davenport's Addition; thence Northerly along the West line of said Lot One (1) Forty-one and Nine-tenths (41.9) feet; thence Southeasterly along a curve to the right whose radius is Five Hundred Fifty-eight and Seven-tenths (558.7) feet, Sixty-four and Twenty-eight One-hundredths (64.28) feet to a point in the South line of said Lot One (1), Thirty-one and Thirty-five One-hundredths (31.35) feet West of the East line of said Lot One (1); thence Westerly along the South line of said Lot One (1), Forty-eight and Sixty-five One-hundredths (48.65) feet to the Southwest corner of the same;

And, the right of way of the Davenport, Rock Island and Northwestern Railway Company, described as follows, to-wit: 30 feet in width, being 15 feet at right angles on each side of the center line located and described as follows:

Beginning at a point 240 feet Easterly from the East line of 19th Street and 92.7 feet Southerly from the South line of First Avenue; thence along said center line in an arc of a circle curving to the South with a

radius of 573.7 feet a distance of 82.8 feet; thence along said center line in a tangent to the arc 3.8 feet to its intersection with the South line of said Lot One (1) in said George Davenport's Addition to Moline, Illinois, which intersection is 10 feet Westerly from the Southeast corner of said Lot One (1), Block Five (5); excepting the South 15 feet of said Lot 1; situated in the City of Moline, Rock Island County, Illinois.

A tract of land, bounded on the West by a line drawn North and South and 16 feet West of and parallel to the East line of 20th Street, on the South by a curved line with a radius of 789.8 feet, 25 feet Southerly measured at right angles from the center line of the main line track of the Davenport, Rock Island and Northwestern Railway Company, on the East by the West line of 21st Street, and on the North by Lot 2 in Frank Foundries Corporation Addition to the City of Moline: Excepting therefrom the right of way of the Chicago, Burlington and Quincy Railway Company between a line drawn North and South and 16 feet West of and parallel to the East line of 20th Street and Lot 2 of Frank Foundries Corporation Addition to the City of Moline; situated in the City of Moline, Rock Island County, Illinois.

A tract of land located in parts of Lots 5, 6 and 7 in Block P in George Davenport's Addition, and in the vacated Easterly 16.0 feet of 20th Street, and in the vacated Northerly 30.0 feet of 2nd Avenue, said tract being described as follows: Commencing at the Northwest corner of said Lot 5; thence S 25°52' E, 15.8 feet, along the Westerly line of said Lot 5; thence S 64°30' W, 16.0 feet, parallel with the North line of said 2nd Avenue, to the West line of the vacated Easterly 16.0 feet of 20th Street, being the Point of Beginning; thence N 64°30' E, 16.0 feet, parallel with the North line of said 2nd Avenue, to the Westerly line of said Lot 5; thence Easterly, along the Southerly line of Lot 2 in Frank Foundries Corporation Addition (which is a curved line being concave to the North and 9.0 feet Northerly of and radially distant from a centerline described hereinafter), to a point being N 64°30' E, 23.5 feet from the Southeasterly corner of said Lot 7, and S 25°52' E, 8.6 feet, perpendicular from the North line of the vacated North 30.0 feet of 2nd Avenue; thence S 25°52' E, 21.4 feet, parallel with the West line of 21st Street, to the South line of the vacated North 30.0 feet of 2nd Avenue; thence Westerly, along the Northerly right of way line of the Davenport, Rock Island and Northwestern Railroad (which is a curved line being concave to the North and 9.0 feet Southerly of and radially distant from a centerline described hereinafter), to the West line of the vacated Easterly 16.0 feet of 20th Street; thence N 25°52' W, along the West line of the vacated 16.0 feet of 20th Street, to the point of beginning; situated in the City of Moline, Rock Island County, Illinois.

Said centerline is described as passing through the following points:

N 25°52' W, 164.2 feet, from the centerline of Second Avenue, along the West line of the vacated East 16.0 feet of 20th Street;

N 25°52' W, 122.7 feet, from the Southwesterly corner of said Lot 5, along the West line of said Lot 5;

N 25°52' W, 60.0 feet, from the Southwesterly corner of said Lot 6, along the West line of said Lot 6;

N 25°52' W, 18.17 feet, from the Southwesterly corner of said Lot 7, along the West line of said Lot 7;

N 64°30' E, 46.75 feet, from the Southwesterly corner of said Lot 7, along the South line of said Lot 7;

N 64°30' E, 23.5 feet, from the Southwesterly corner of said Lot 8, along the South line of said Lot 8, and S 25°52' E, 19.3 feet, perpendicular from the North line of the vacated North 30.0 feet of 2nd Avenue.

A parcel of land, located in Lots 1, 2 and 3 in Block 5 in George L. Davenport's Addition to the City of Moline, Rock Island County, Illinois, described as follows:

Commencing at the Northeasterly corner of Lot 1; thence South 25°08' East, 114.00 feet, along the Easterly line of Lot 1 to the point of beginning; Thence Westwardly along the arc of a curve which is concave to the South, the Radius of which is 573.14 feet to a point on the Easterly line of Lot 3 which is South 25°08' East 3.40 feet from the Northeasterly corner of Lot 3; Thence North 25°08' West 3.40 feet, along the Easterly line of Lot 3 to the Northeasterly corner of Lot 3; Thence South 64°52' West 57.00 feet, more or less, along the Northerly line of Lot 3; Thence Eastwardly along the arc of a curve which is concave to the South, the radius of which is 555.14 feet, said curve being parallel with and 18.00 feet radially distant from the curve described in No. 3 hereinbefore to a point on the Easterly line of Lot 1, which is North 25°08' West 10.00 feet, more or less, from the Southeasterly corner of Lot 1; Thence North 25°08' West 26.00 feet, more or less, along the Easterly line of Lot 1, to the point of beginning; situated in the City of Moline, Rock Island County, Illinois.

Parcel IV: Lots 2, 5 and 6 and partial Lots 1, 7 and 8 and the East 16 feet of Lot 3 of Block 21 of Original Town of Moline. Also, partial Lots 1, 2 and 3 of Block 4 of Woods 2nd Addition. Also, a vacated alley adjacent to Lot 2, and partial Lots 1, 7 and 8 of said Block 21, and partial Lots 1, 2 and 3 of said Block 4, excepting that part of Lot 1 of said Block 21 given for public right-of-way purposes as recorded in the Rock Island County Recorder's Office of Document Number 705931.

Also excepting the South 30 feet of the above described tract.

The above property is also known and described as follows: Beginning at the Northwest corner of Lot 5, Block 21 of the Original Town of Moline, Illinois; thence North 59°10'00" East, on an assumed bearing, along the North side of Lots 5 and 6 in said Block 21, a distance of 144.52 feet; thence North 31°04'00" West, 169.83 feet to the South line of 3rd Avenue; thence North 59°10'00" East, along the South line of 3rd Avenue, 111.35 feet; thence South 30°50'00" East, 1.87 feet; thence along a curve concave to the South with a radius of 106 feet, the chord subtending said arc bears North 82°31'45" East, 55.05 feet; thence along a curve concave to the Southwest with a radius of 39.96 feet, the chord subtending said arc bears South 56°21'21" East, 34.40 feet to the West line of 19th Street; thence South 31°04'00" East, along said West line, 235.13 feet to the North line of the South 30 feet of Lots 1 and 2 of Block 4 of Woods 2nd Addition to the City of Moline, Illinois; thence South 59°10'00" West, along said North line of the South 30 feet and along the North line of the South 30 feet of Lots 5, 6, and 7 of Block 21 of the Original Town of Moline, Illinois, 321.04 feet to the East line of 18th Street; thence North 31°05'29" West 120.00 feet to the place of beginning.

ALSO: That part of a vacated alley adjacent to the above described property as shown in Vacation Ordinance filed October 2, 1989 in Record Book 1310 at Page 12 as Document No. 89-15873.

ALSO: That part of a vacated street adjacent to the above described property as shown in Vacation Ordinance filed August 6, 1990 in Record Book 1354 at Page 193 as Document No. 90-13293.

ALSO: The South 30.0 feet of Lots 5 and 6 and Fractional Lot 7 in Block 21 in the Original Town of Moline; and the South 30.0 feet of Fractional Lots 1 and 2 in Block 4 in Wood's Second Addition to the Town of Moline, situated in the City of Moline, Rock Island County, Illinois.

Parcel VI: Lot 1 in Block 20 in that part of the City of Moline known as and called the "Old" or "Original" Town.

Also, Lot 2 in Block 20 in that part of the City of Moline known as and called the "Old" or "Original" Town, situated in the City of Moline.

Also, All that part of Lots 6, 7 and 8 in Blk 20 in that part of the City of Moline known as the "Old Town", which lies North of a line drawn parallel with and 30 ft. distant North from the South line of said Lots 6, 7 and 8 situated in the City of Moline,

Also, That part of a vacated street adjacent to the above described property as shown in Vacation Ordinance filed August 6, 1990 in Record Book 1354 at Page 193 as Document No. 90-13293.

EXCEPTING THEREFROM: The Westerly 30 feet of Lot 6, Block 20, Old (or Original Town) Moline which lies North of a line drawn parallel with and 30 feet distance north from the South line of said Lots 6, 7, 8, situated in the City of Moline, situated in the County of Rock Island, in the State of Illinois.

AGREEMENT FOR SALE OF COMMERCIAL REAL ESTATE

Purchaser:
City of Moline

Seller:
Fifth Avenue Block LLC, an Illinois limited
liability company

1. **THIS AGREEMENT IS DATED:** September 1, 2016.

Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate and any improvement thereon, commonly known as: 1630 5th Avenue, Moline, Illinois, and legally known as: Lot 1 and the East 30' of Lot 2, McEnary's Addition situated in the City of Moline, County of Rock Island and the State of Illinois, for the sum of \$1,800,000.00 to be paid as follows:

The full purchase price shall be paid at closing.

2. **POSSESSION AND CLOSING**

Possession On Closing:

(A) Seller shall deliver possession of the subject property to Purchaser concurrently with the closing of this transaction which shall be held on or before September 30, 2016.

(B) Per diem rent in the amount of \$ 0 shall be paid by Seller to Purchaser for each day the delivery of possession is beyond the date of closing, but under no circumstances shall the Seller be able to remain in possession more than 0 days after closing.

Additional Provisions:

(A) Possession shall be deemed delivered when Seller has vacated the subject property and delivered the keys to Purchaser or Purchaser's agent.

(B) Necessary timely legal notices to tenants, if any, to be given by Seller unless otherwise agreed to by the parties.

(C) If Seller shall fail for any reason whatsoever to vacate the subject property after the above specified number of days, the Purchaser shall in addition to all other remedies have the right to commence any legal action or proceeding to evict and remove the Seller from the subject property with Seller hereby agreeing to reimburse Purchaser for all reasonable attorney fees and expenses incurred by the Purchaser in the enforcement of Purchaser's rights under this Agreement.

3. **EVIDENCE OF TITLE**

At least two weeks prior to the closing date, Seller shall deliver (A.) ___ an abstract of title or (B.) X a Commitment for Title Insurance issued by a title insurance company regularly doing business in the County where the subject property is located committing the company to issue an owner's policy in the usual form insuring merchantable title to the property. If title evidence discloses exceptions other than those permitted under the rules for examination for abstracts of

title adopted by the Rock Island County Bar Association, Purchaser or Purchaser's attorney shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, Purchaser shall be entitled to a refund of the Earnest Money. Furnishing a title insurance commitment insuring over an exception shall constitute a cure of such exception.

4. CONVEYANCE OF TITLE AND DOCUMENTS OF SALE

Form of Deed. The Seller shall convey title to the Property by Warranty Deed ("Deed") along with such other documents as may be required to record the deed, transfer personal property, if any, and protect Purchaser from mechanics' liens. Seller represents that Seller knows of no conditions, faults or defects, whether environmental or otherwise. At closing, and upon delivery of the Deed to Buyer, whatever occupancy rights Seller has in and to the property will become Buyer's rights.

5. PRORATIONS AND ADJUSTMENTS

The following items shall be prorated at closing:

A. Prorations:

- (1) Real estate taxes, based on the most recent year's tax bill available, which, in the absence of fraud, shall be final;
- (2) Rent, if any, (with transfer in full of any funds and books/records of security/damage deposit, CAM account, and any other monies held as Landlord or property owner);
- (3) Interest on any assumed indebtedness;
- (4) Insurance premiums if policy assigned to Purchaser; and
- (5) Other income and operation expenses, if any.

B. Adjustments:

Utility charges shall be adjusted by the parties by appropriate meter readings at or about the time of delivery and surrender of possession.

6. ASSESSMENTS

Seller shall pay all special assessments, which are a lien on the subject property as of the date of closing. Seller acknowledges that prior to the execution of this Agreement, Seller has no knowledge of or no notice has been received from any municipal authority concerning improvements which could result in a special assessment on the subject property. Tap on fees, if any, which exist for municipal services to the subject property, shall be paid by the purchaser.

7. FIXTURES AND PERSONAL PROPERTY

All fixtures presently installed on the subject property including but not limited to; brackets and fixtures, all carpeting, electric light fixtures, bathroom fixtures and accessories, telephone lines, central heating and cooling units and attached equipment, all shrubs and trees, shall be left by Seller in or upon said subject property exactly as they are as of the date of this Agreement, and shall be deemed a part of the subject property and title thereto shall pass to Purchaser at closing. The following personal property shall be sold to Purchaser as part of the consideration for the purchase price: all of Seller's personal property pertaining to the subject building and grounds located upon the premises at this time.

8. CONDITION OF SUBJECT PROPERTY

The parties agree that the purchase price reflects the condition of the subject property and Purchaser acknowledges that the real estate and the improvements thereof have been inspected, and Purchaser is acquainted with the condition thereof and accepts the same in (CHECK ONE OF THE FOLLOWING):

(A.) "As-Is"

(B.) "As-Is" condition except Seller warrants the plumbing, heating and electrical systems to be in normal working condition on date of possession. Written notice of breach of the warranty contained above must be served upon Seller, Seller's attorney, or Seller's agent within two (2) business days of the date of possession. Purchaser shall have the right to inspect the subject property during the 48-hour period immediately prior to closing.

9. DEFAULT

If Purchaser fails to make any payment or to perform any obligation imposed upon Purchaser by this Agreement, Seller may serve written notice of default upon Purchaser and if such specified default is not corrected within ten (10) days thereafter, Seller, subject to the terms of any listing agreement, may accept the Earnest Money and any additional down payment as damages. In the event Seller fails to perform any obligation imposed upon Seller by this Agreement, Purchaser may serve written notice of default upon Seller and if such default is not corrected within ten (10) days thereafter, Earnest Money and any additional down payment deposit shall be refunded to Purchaser without prejudicing the Purchaser's right to any available legal remedy including specific performance. In the event of default, the defaulting party shall be liable to the other party for reasonable attorney fees, expenses incurred by reason of default, and the real estate brokerage fee.

10. CASUALTY CLAUSE

Seller shall bear the risk of loss or damage to the subject property prior to closing or possession, whichever first occurs. In the event all or a material part of the subject property is damaged or destroyed prior to closing or possession, whichever first occurs, this Agreement shall terminate and be of no further force and effect, unless the subject property can be restored to its present

condition on or before the closing date. Seller shall keep adequate insurance, including fire and other extended coverage, on improvements on the subject property until title has passed to Purchaser or possession is delivered to Purchaser, whichever first occurs. Purchaser shall be responsible for insurance coverage upon taking title to the subject property.

11. EXPENSES OF TRANSFER

A. Seller shall pay:

- (1) Broker's Commission;
- (2) Cost of owner's title policy; and
- (3) Revenue stamps and recording of any releases.

B. Purchaser shall pay:

- (1) Recording fee for deed and mortgage; and
- (2) Cost of Purchaser's mortgage title insurance policy as required by mortgagee.

Each party shall be responsible for their own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Purchaser's financing, and Purchaser shall pay such charges.

12. 1031 EXCHANGE

Both Purchaser and/or Seller agree that it shall be an accommodation party, if requested by Seller and/or Purchaser, in a "1031 Starker Exchange," provided that Purchaser and/or Seller shall incur no additional cost with regard to said accommodation, shall not be required to take title to any property other than the subject property and said accommodation does not delay the closing of the transaction for the subject property.

13. ESCROW

This Agreement will be closed through an escrow either with the (A.) X Purchaser's attorney, (B.) _____ mortgage lender. The funds held in escrow shall be paid out upon recording of the necessary documents and the vesting of merchantable title in the Purchaser.

14. REPRESENTATIONS OF SELLER

Seller hereby represents to Purchaser that, to the best of Seller's knowledge, the subject property is not contaminated with, nor threatened with contamination from outside sources by any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or regional authority or which is known to pose a hazard to health and safety and that Seller has not used the subject property as a landfill or dumpsite, or for storage of hazardous substances, or has not otherwise done anything to contaminate the subject property with hazardous wastes or substances. Seller warrants that the subject property is not subject to any local, state or Federal judicial or administrative action, investigation or order, as the case may be, regarding wells or underground storage tanks, solid waste disposal sites, or hazardous wastes or substances. In the event Purchaser notifies Seller before closing that the representations and warranties set

forth herein are untrue and such notice is accompanied by a report from an engineering company or environmental consultant with experience in evaluating such matter, then Purchaser, at its option, may terminate this Agreement, and the Earnest Money paid herein shall be returned to Purchaser.

15. LEASES

As of the date of this Agreement, the subject property is subject to the following leases:

See Exhibit A attached hereto and incorporated herein by reference.

Prior to closing, Seller shall not enter into any new leases or agree to extend any existing leases without Purchaser's prior written consent and shall provide estoppel letters.

16. SELLER'S CONSENT TO ASSIGNMENT

This Agreement shall be freely assignable by Purchaser to any other person or entity without Seller's prior written consent.

17. NOTICES

All notices required hereunder shall be in writing and shall be served upon the parties at the addresses designated herein by personal service, certified mail (return receipt requested), or Federal Express or other overnight mail.

Seller:
Fifth Avenue Block LLC
c/o Rodney A. Blackwell
Financial District Properties
201 N. Harrison St., Suite 402
Davenport, IA 52801

Purchaser:
City of Moline
c/o Maureen E. Riggs, City Attorney
619 16th Street
Moline, IL 61265

18. GENERAL CONDITIONS

This Agreement shall be binding upon the parties and their successors and assigns. Time is of the essence of this Agreement. This Agreement shall be governed by and enforced in accordance with the laws of the state in which the subject property is located. This Agreement contains the entire agreement of the parties and no representations, warranties, or agreements have been made by either party except as set forth herein. No modification, waiver, or amendment of the Agreement shall be effective unless made in writing and signed by the parties. All representations, warranties and covenants made by the parties shall survive closing. Paragraph headings are for the convenience of reference and shall not limit or affect the meaning of the Agreement.

19. BROKER REPRESENTATIONS

It is understood that no representation made by the Broker or Salesperson in the negotiation of this Agreement are being relied upon unless incorporated herein in writing. Broker and Salesperson make no representations or warranties, either expressed or implied, as to the physical or mechanical condition of the subject property.

20. BROKERS AS AGENTS

Parties acknowledge that agency disclosures have been made and signed prior to signing of this Purchase Agreement. The Broker, the Broker's agents, employees, and associates must respond to all questions of the parties accurately and honestly and must disclose all material defects about which they have knowledge, but are not required to discover hidden defects in the subject property or give advice on matters outside the scope of their real estate licenses.

21. AGENCY

Seller and Purchaser acknowledge that no agents or brokers are involved in this transaction.

22. DUE DILIGENCE

(A) From the date of execution of this agreement by Seller until September 20, 2016, (the "Due-Diligence Period"), Purchaser and its agents and representatives shall be entitled to conduct an inspection as to the Property, which will include, but shall not be limited to, the rights to (1) enter on the Property to perform inspections and tests, including, but not limited to, inspection, evaluation, and testing of the heating, ventilation, and air-conditioning systems and all components thereof, the roof of the Building, the parking lots, all structural and mechanical systems within the Building, including, but not limited to, sprinkler systems, power lines and panels, air lines and compressors, automatic doors, tanks, pumps and plumbing, and all equipment and Personal Property; (2) make investigations with regard to zoning, environmental, building code, and other legal requirements, including, but not limited to, an environmental assessment; (3) make or obtain market studies and real estate analyses; (4) analyze the financial feasibility of ownership of the Property; and (5) arrange for termination of existing leases and relocation of any long term lessees. If Purchaser, in its sole and absolute discretion, determines that the results of any inspection, test, or examination, or attempts at termination and relocation of existing leases do not meet Purchaser's (or its assignees', underwriters', investment bankers', board of directors', lenders', or investors') criteria for purchase, financing, or operating of the Property in the manner contemplated by Purchaser, or if the information disclosed does not otherwise meet Purchaser's investment criteria or underwriting for any reason whatsoever, or if Purchaser, in its sole discretion, otherwise determines that the Property is unsatisfactory to it, then Purchaser may terminate this Agreement by written notice to Seller, given not later than the last day of the Due-Diligence Period. Upon such termination, the Earnest Money, together with all interest accrued thereon, shall be returned immediately to Purchaser, and except as otherwise provided in this section, neither party shall have any further liability to the other hereunder. In the event Purchaser fails to notify Seller of its intent to terminate this Agreement prior to the expiration of the Due-

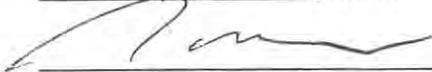
Diligence Period, Purchaser's right to terminate this Agreement shall be waived and become null and void.

23. ACCEPTANCE BY PURCHASER

Until accepted by the Purchaser, this document constitutes an irrevocable offer to sell by the Seller on the terms stated above. Seller acknowledges and agrees that this Agreement is subject to Purchaser's right and legal responsibility to formally submit this Agreement to the City Council for review, approval and authorization to execute. If not so approved by the Council by September 27, 2016, this offer and Agreement shall be void. The parties understand that the City Council may not approve this Agreement and that until approved by the City Council, it is not and shall not be binding upon the City, its officers, employees or agents.

This Agreement has been read and executed in duplicate on the dates beside the parties' authorized agents' signatures.

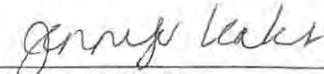
IN WITNESS WHEREOF, Fifth Avenue Block, LLC, an Illinois limited liability company,, Seller, has caused this Agreement for Sale of Real Estate to be executed this 1st day of Sept, 2016.



STATE OF IOWA)
) SS:
COUNTY OF SCOTT)

On this 1st day of Sept, 2016, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Rodney A. Blackwell, to me personally known, who being by me duly sworn (of affirmed), did say that he is Managing Principal and sole owner of Fifth Avenue Block LLC, an Illinois limited liability company and that said instrument was signed on behalf of said company. Rodney A. Blackwell acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.





NOTARY PUBLIC

IN WITNESS WHEREOF, the **CITY OF MOLINE**, Buyer, has caused this Agreement for Sale of Real Estate to be duly executed in its name and on behalf by Scott Raes, its Mayor, this _____ day of _____, 2016.

CITY OF MOLINE (Buyer)

Scott Raes, Mayor

Attest:

Tracy A. Koranda, City Clerk

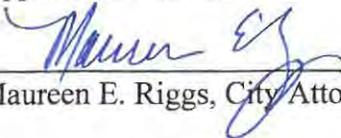
STATE OF ILLINOIS)
) SS:
COUNTY OF ROCK ISLAND)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **SCOTT RAES** and **TRACY A. KORANDA**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Moline, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

NOTARY PUBLIC

Approved as to Form:



Maureen E. Riggs, City Attorney

Landlord: Financial District Properties
 Building: 5th Ave Building
 Location: 1630 5th Avenue Moline IL

2016 Rent Roll - Through August 2016

TENANT	STE/FLR	2016		Tenant Occupancy %	2016 Base Rent Paid	No Tenants Pay CAM		2016 Total Receipts
		Tenant rsf Area	Months Occupied			2016 Total CAM	2015 CAM True-Up	
Edward Jones	1st Floor		8		13,626			\$13,626
La Flama	1st Floor		5.5		30,250			\$30,250
Winstein Kavenshy & Cunningham	1600	Storage	8		4,000			\$4,000
Mid American Law Offices	200		8		4,655			\$4,655
Honkamp Krueger & Co	201 AB	Storage	8		1,600			\$1,600
Flanagan State Bank	235		8		4,900			\$4,900
BNPN	300		8		75,527			\$75,527
Eden Green Reading Clinic	435		8		650			\$650
Golden Dreams Home Care	508		8		1,200			\$1,200
Meador Investigations	535		8		1,800			\$1,800
Monty Meyer	606/607		8		8,960			\$8,960
Advanced Insurance	625		8		13,675			\$13,675
Pamela Taylor	706		8		3,200			\$3,200
David Bybee Branch	803		8		2,000			\$2,000
	Total Occupied rsf	0	TOTALS	0.00%	\$166,043	\$0	\$0	\$166,043
	Total NRA	98,000						

Details of Leases:

TENANT	Lease Start	Lease End	Vacated	Extension?	Monthly Gross Rent	Security Deposit
Edward Jones	4/1/2008	3/31/2018	No	Yes	\$ 1,703.31	
La Flama	1/15/2012	1/15/2015	Yes	Vacated 6/30/16	\$ -	
Winstein Kavenshy & Cunningham	MTM	No Lease	No		\$ 500.00	
Mid American Law Offices	MTM	No Lease	No		\$ 665.00	
Honkamp Krueger & Co	MTM		No		\$ 200.00	
Flanagan State Bank	MTM		No		\$ 700.00	
BNPN	1/1/2003	12/31/2019	No	Yes	\$ 9,440.83	
Eden Green Reading Clinic	MTM	No Lease	No		\$ 100.00	
Golden Dreams Home Care	MTM		No		\$ 150.00	
Meador Investigations	MTM		No		\$ 225.00	\$225.00
Monty Meyer	MTM	No Lease	No		\$ 1,120.00	
Advanced Insurance	MTM	No Lease	No		\$ 525.00	
Pamela Taylor	MTM	No Lease	No		\$ 400.00	
David Bybee Branch	MTM	No Lease	No		\$ 250.00	
					<u>\$ 15,979.14</u>	<u>\$ 225.00</u>

Exhibit A to Agreement for Sale of Commercial Real Estate:
 Fifth Avenue Building Lease Agreements and Tenant Ledgers

EDWARD D. JONES & CO.
d/b/a EDWARD JONES
TERM LEASE AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Lease") made and entered into this the ____ day of _____, 2003, by and between Rodney A. Blackwell having principal offices at 1630 5th Avenue, Suite 514 in Moline, Illinois 61265, hereinafter referred to as LESSOR,

and

EDWARD D. JONES & CO., d/b/a EDWARD JONES, having principal offices at 201 Progress Parkway, in Maryland Heights, Missouri 63043, hereinafter referred to as LESSEE,

WITNESSETH, that said LESSOR does by these presents lease and demise unto the said LESSEE the following described property being situated in the City of Moline, State of Illinois, to wit:

Address: 1632 5th Avenue

Square Feet: 1900

With appurtenances for the term of five (5) years beginning the 1st day of April, 2003, and ending the 31st day of March, 2008, at the following monthly rent or sum, payable one month in advance, on the first day of each and every month during said term, with any partial months being prorated based upon a thirty (30) day month, upon the conditions and covenants following:

April 1, 2003 - March 31, 2004:	\$1,425.00 per month
April 1, 2004 - March 31, 2005:	\$1,453.50 per month
April 1, 2005 - March 31, 2006:	\$1,482.57 per month
April 1, 2006 - March 31, 2007:	\$1,512.22 per month
April 1, 2007 - March 31, 2008:	\$1,542.47 per month

Notwithstanding anything to the contrary contained elsewhere in this Lease, Lessor shall credit Lessee Ten Thousand Eight Hundred and No/Dollars (\$10,800.00) during the first twenty four months of the original lease term in order to reimburse Lessee for the cost incurred to replace the HVAC unit and appropriate duct work exclusively servicing the Premises. The monthly rent shall be abated by Four Hundred Fifty and No/Dollars (\$450.00) per month from April 1, 2003 to March 31, 2005.

1. **FORM W-9**

Under Section 6109 of the Internal Revenue Code, Lessor is required to provide Lessee with the correct Taxpayer Identification Number (TIN) in order for Lessee to file information returns to the IRS to report income paid to Lessor. Lessor shall complete all IRS required forms and return to Lessee as requested. Notwithstanding anything to the contrary herein, if Lessor fails to submit a properly completed Form W-9 as requested by Lessee, Lessor agrees that Lessee has the right (but not the obligation), pursuant to Section 3406 of the Internal Revenue Code, to withhold and pay to the IRS a percentage of the total monthly rent payment.

In the event that Lessor shall have a change in its business or legal name, Lessor agrees to notify Lessee in writing, within 30 days of any such change, and submit a new Form W-9 reflecting such change(s).

2. **NOTICE TO LESSEE**

a) It is expressly understood between the parties hereto that LESSEE'S employees stationed at the Premises are not empowered to give instruction regarding the leasehold and furthermore that all notices to be served by the LESSOR upon the LESSEE shall be in writing addressed to:

Edward D. Jones & Co. (Headquarters)
12555 Manchester Road
St. Louis, MO 63131
Attention: Branch Leasing; BR# 06325

Notices to either party shall be considered served when deposited with the United States Postal Service via Certified Mail, return receipt requested.

b) Only Principals or Authorized Officers/Agents of LESSEE employed at its Headquarters are empowered to give any instruction or notice regarding the Lease and any notice or instruction issued by any other party is null and void.

c) Due to the nature of LESSEE'S business, any access to or entrance into the Premises by the LESSOR or its employees, agents or contractors shall require 24 hours prior notice to LESSEE, except in cases of an emergency.

3. NOTICE TO LESSOR

Any payments required to be paid, and all notices required to be rendered by LESSEE to LESSOR shall be delivered to LESSOR at: 1630 5th Avenue, Suite 514, Moline, IL 61265.

4. SATELLITE DISH

LESSEE shall have the privilege, at any time during the Lease Term or at any time before vacating the Premises, of installing to the Building or affixing to the roof of the Property on which the Building is located wherein LESSEE is in possession, a 1.8 meter (6 feet) > mounted satellite receiver and all accompanying equipment to make said receiver functional. LESSEE shall have reasonable access to the roof or other areas as deemed necessary in order to maintain, install, repair, remove or modify the satellite receiver and all accompanying equipment at any time during the Lease Term or at any time before vacating the Premises. LESSEE must remove the satellite receiver and repair the Building or Property within thirty (30) days of any termination of this Lease due to the removal of the receiver.

LESSEE shall indemnify and hold LESSOR harmless for all damage or injury that results from the negligence of LESSEE due to the installation and/or use of the satellite receiver. LESSEE shall have the privilege at any time to remove the satellite receiver and shall repair any damage caused thereby. LESSEE is responsible to obtain any legally required permits and zoning variances.

5. OCCUPANCY AND COMMENCEMENT OF TERM

In the event the Premises are ready for occupancy prior to April 1, 2003, ("Commencement Date") LESSOR will allow LESSEE to take early occupancy. All terms and conditions of this Lease shall be in effect during any said early occupancy period. Base rent and other charges for any early occupancy period shall be prorated. Additionally, if LESSEE shall occupy the Premises prior to the Commencement Date of this Lease, with LESSOR'S consent, all the provisions of this Lease shall be in full force and effect as soon as LESSEE occupies the Premises and the Lease expiration date shall not change.

If the LESSOR shall be unable to give possession of the Premises on the Commencement Date for any reason except that caused solely by LESSEE, then the rent shall not commence until possession of the Premises is given and all improvements to be made by LESSOR are substantially complete, and reasonably acceptable to LESSEE. Additionally in the event that the Premises are not made substantially complete and reasonably acceptable to LESSEE within thirty (30) days after the Commencement Date, LESSEE may, at its option, cancel this Lease, upon written notice to LESSOR, without liability to LESSOR and this lease shall be null and void. In the event LESSOR is unable to give possession on the Commencement Date, and LESSEE does not elect to cancel this Lease, the expiration date shall be extended from the actual date of occupancy in accordance with the total lease term specified in the Lease.

6. EARLY TERMINATION

Notwithstanding anything to the contrary contained elsewhere in this Lease it is expressly understood and agreed between the parties hereto that LESSEE is granted an option to cancel this Lease upon sixty (60) days written notice to LESSOR at any time prior to the stated maturity of said Lease, then LESSEE shall pay to LESSOR as liquidated damages, a sum equivalent to four (4) months base rent. Upon payment of aforesaid sum, LESSOR shall hold harmless and relieve LESSEE from any further liability or obligation under this Lease.

7. **OPTION TO RENEW**

Provided LESSEE is not in default of the Lease, LESSOR will grant LESSEE an option to renew this Lease for one (1) additional period of five (5) years with six (6) months notice at the following rates:

Year 1: \$1,573.32 per month
Year 2: \$1,604.79 per month
Year 3: \$1,636.88 per month
Year 4: \$1,669.62 per month
Year 5: \$1,703.01 per month

8. **DELIVERY UPON TERMINATION**

Upon expiration of the Lease term, or any subsequent renewal term, or other sooner termination of this Lease, LESSEE shall deliver to LESSOR possession of the Premises, together with all improvements or additions in or to the Premises, in the same condition as received, ordinary wear and tear excepted.

LESSEE shall not be required to remove any of said improvements or return the Premises to its original condition upon any termination of this Lease. All said improvements shall remain in place as the Property of the LESSOR. LESSEE shall remove its furniture, fixtures and equipment and make any repairs occasioned by said removal upon any termination of this Lease.

9. **USE**

LESSEE shall use said Premises for general office space in connection with investment brokerage, insurance sales and related financial services and LESSEE shall be the only business in the Building to engage in investment brokerage, insurance sales and related financial services.

LESSEE, its employees, customers, invitees, contractors, and agents shall have access and the right to use the Common Areas, if any, including but not limited to: corridors, sidewalks, restrooms, parking lots, entryways, lobbies and elevators, subject to LESSOR'S reasonable written rules and regulations which shall not adversely affect LESSEE'S right to use the Premises.

10. **RESTRICTED USE**

The LESSOR shall not lease or sell the contiguous units to the Leased Premises to the following user:

- a) Bars, taverns, billiard halls;
- b) Pawn shops;
- c) Dance studios or Karate studios;
- d) Beer or wine-making stores;
- e) Adult video/Adult entertainment stores;
- f) Off-track betting establishments;
- g) Abortion/drug rehabilitation offices/facilities;
- h) Alcohol/drug rehabilitation offices/facilities;
- i) Psychological counseling offices/facilities;
- j) Unemployment or Social Security offices; or
- k) any other non-professional use similar to those listed above.

11. **UTILITIES**

LESSOR shall provide to the Premises and Building, and its Common Areas, all utilities, including but not limited to electric, water, sewer, heat, and waste or trash removal. LESSEE shall pay, either to LESSOR or directly to said utility or service provider, the following services used exclusively for the Premises: gas and electric. LESSOR shall pay for the following services used exclusively for the Premises: trash removal, water and sewer. LESSOR shall provide any necessary metering devices.

If permitted by law, LESSEE, without LESSOR'S consent, shall have the right at any time and from time to time during the Lease Term, to contract for service from a different company or companies providing utility service (including but not limited to, electric, water, sewer, heat and waste or trash removal, etc.) for said Premises.

12. **REAL ESTATE TAXES AND INSURANCE**

LESSOR shall provide, at its sole cost and expense, all reasonable Common Area Maintenance, property insurance and real estate taxes.

13. **HOURS OF OPERATION**

LESSEE'S hours of operation shall be 8:00 a.m. to 5:00 p.m., Monday through Friday. However, LESSEE'S employees are not required by this Lease to continuously occupy the Premises during the above days and hours due to the nature of LESSEE'S business operation, nor shall LESSEE be obligated to light the Premises or its signage beyond the hours set forth above. Additionally, LESSEE shall have 24-hour access to the Premises and the Common Areas.

14. **SIGNAGE**

LESSOR will allow LESSEE to install signage on the Building and/or Property in a location reasonably acceptable to LESSOR and LESSEE. LESSEE'S signage shall conform to all applicable local, city and county requirements.

All signs shall be constructed, maintained and installed at LESSEE'S sole cost and expense and in a quality and workmanlike manner. Electrical connections, if applicable, shall comply with the latest National Electrical Code. All electrical wiring shall be enclosed in building standard raceway or wireway, if applicable. All electrical connections shall be wired to LESSEE'S panel and meter.

LESSEE'S sign contractor shall be responsible to repair any damage caused by sign installation or maintenance. LESSEE shall be responsible to remove its signs and repair any damage caused by said removal as soon as practical after any termination of this Lease.

LESSOR shall also allow LESSEE to place regulatory agency mandated signage (stickers) on or near the front entrance of the Premises. At anytime during the term of this Lease, or any extension hereof, LESSEE reserves the right to change its name. In the event LESSEE does change its name, LESSEE may, at its expense, change its signage to reflect the new name.

15. **ZONING**

LESSOR hereby warrants that the Property/land/Premises are zoned for the use intended in this Lease.

16. **PEACEABLE & PRIVATE ENJOYMENT**

LESSOR agrees to permit the LESSEE to peaceably and quietly have and enjoy the use of the Premises and Common Areas for the purpose and for the term aforesaid. In addition, LESSOR agrees to provide LESSEE with access and ability to conduct business during normal business hours with the same peaceable and private enjoyment during any repairs, maintenance, and improvements.

17. **SUBORDINATION AND ATTORNMENT**

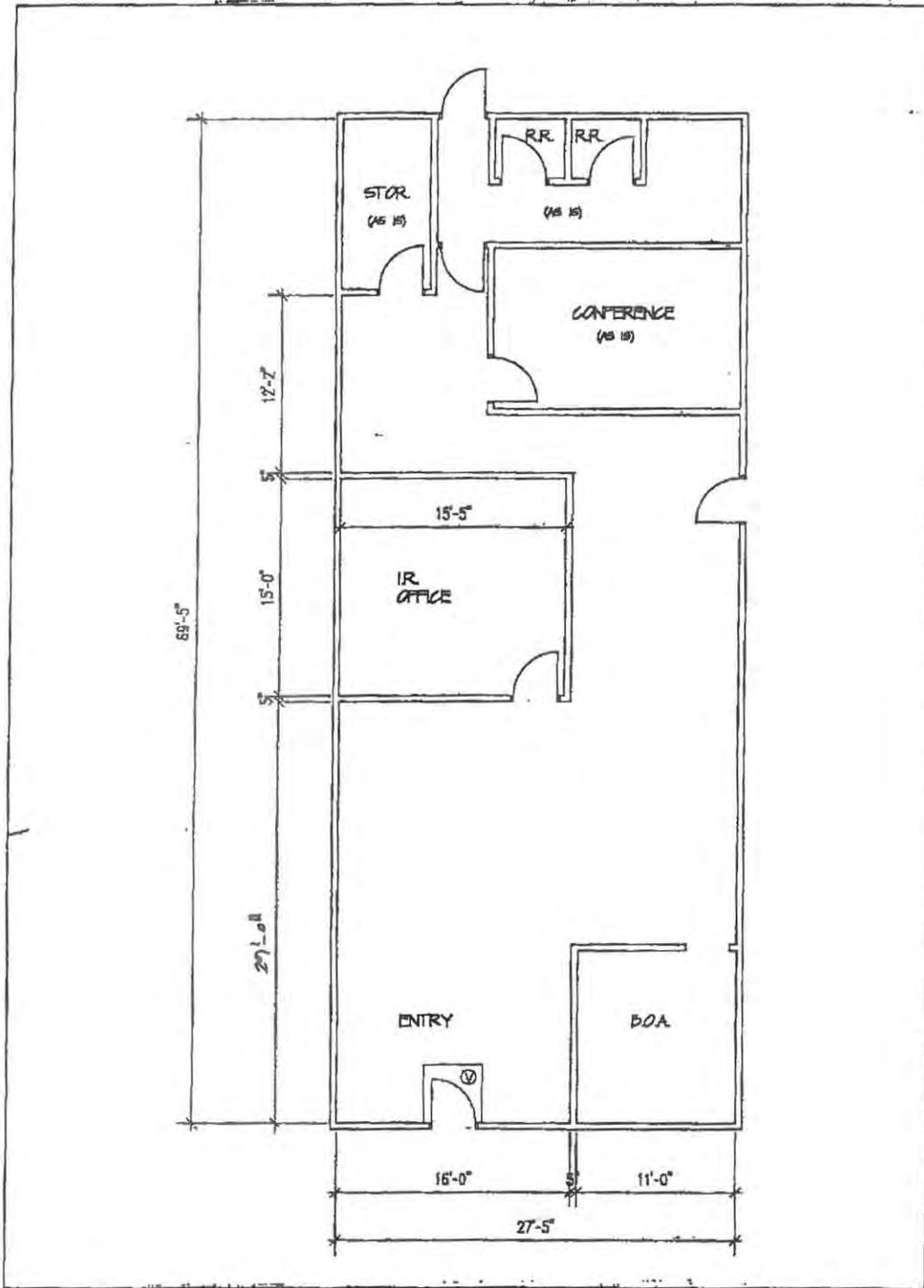
This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation of security now or hereafter placed upon the Premises or Project and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, LESSEE'S right to quiet possession of the Premises shall not be disturbed if LESSEE is not in default and so long as LESSEE shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground LESSOR shall elect to have this Lease prior to the Lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to LESSEE, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior to or subsequent to the date of said mortgage, deed of trust or ground lease or the date of the recording thereof.

LESSEE agrees to execute any documents required to effectuate an attornment, a subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. In the event of any foreclosure, sale, or transfer in lieu of foreclosure, Edward Jones shall attorn to the

CTMT

ELECTRICAL KEY		ARCH KEY		EQUIP KEY	
⊖	OUTLET	■	NEW	⊙	TERMINAL
⊕	QUADRAPLEX	□	EXISTING	⊗	LASER PRINTER
⊖	ISOLATED GROUND OUTLET	⊖	DEMOLISHED	⊕	DIGITAL INDOOR UNIT
☐	PHONE BOX	⊙	VINYL COMP TILE	⊖	INT REG DECODER
◀	BYPASS JACK				
◀	PHONE JACK				

EXHIBIT A



<p>Edward D. Jones</p>	MO LINE, L	ISSUED: 5-19-95		
	BRANCH: 6915 - 25 EXHIBIT	BY: GANDAGE		

Lease Amendment 1

This Agreement, made on October 18, 2012 by and between RODNEY A BLACKWELL, 201 N HARRISON ST STE 402, DAVENPORT, IA 52801 (referred to herein as "Lessor"), and EDWARD D JONES & CO, LP D/B/A EDWARD JONES, 12555 MANCHESTER RD, ST LOUIS, MO 63131 (referred to herein as "Lessee"),

WITNESSETH

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated March 25, 2003 (collectively hereinafter referred to as the "Lease"), for certain real property containing approximately 1900 square feet located at 1634 5TH AVENUE, MOLINE, IL 61265 (hereinafter referred to as the "Premises"),

WHEREAS, Lessee exercised their option to renew via option letter dated September 28, 2007 thereby extending the term of this Lease for an additional period of Five (5) years beginning April 1, 2008, and ending March 31, 2013, and,

WHEREAS, Lessor and Lessee desire to amend the Lease;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

That the Lease is amended effective on the date above:

1. **Renewal Term**

The term of the Lease shall be extended for an additional period of Five (5) year(s) commencing on April 1, 2013 and expiring on March 31, 2018.

2. **Base Rent**

April 1, 2013 – March 31, 2018 \$1,703.31 per month
(One Thousand Seven Hundred Three and 31/100 Dollars)

3. **Tenant Improvements**

The following tenant improvements shall be at the Lessor's sole cost and expense, and will be completed prior to commencement April 1, 2013:

1. Repair damaged window sills on East wall of leased premises
2. Repair damaged plaster on East wall of leased premises.

Lessor's liability for the completion of such items will include labor, materials, and clean-up. In the event that any or all of these improvements are not adequately met the corresponding date, Lessee shall have the right to arrange for such improvements and deduct such costs from Lessee's rent.

4. **Option to Renew**

Provided Lessee is not in default of the Lease, Lessor will grant Lessee an option to renew this Lease for One (1) additional period of Five (5) years with Three (3) months notice at a mutually agreeable Fair Market Rental at the time of renewal. Lessor shall provide written notice of the then Fair Market Rental within ten (10) days of receipt of Lessee's notice to renew. Lessor and Lessee shall reach agreement on the renewal rate within an additional twenty (20) days or the renewal shall become voidable by Lessee.

All other terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any conflicts between the terms and conditions of the Lease and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

IN WITNESS WHEREOF, Lessor and Lessee have caused this agreement to be executed as of the day and year first written above.

Lessor:
RODNEY A BLACKWELL

Lessee:
EDWARD D JONES & CO., L.P.
D/B/A EDWARD JONES

By: 

By: Cassidy Turley Commercial Real Estate Services, Inc., Agent

Printed Name: Rodney A. Blackwell

By: 

Title: Owner

Printed Name: Nick Garavaglia

Date: 10/24/12

Title: Transaction Manager

SSN or Fed ID #: _____

Date: October 18, 2012

LEASE

The area leased by BNPN, L.L.C., herein referred to as "Tenant," is herein designated as the "total current premises", as defined in Article I. Rodney Blackwell is herein referred to as "Landlord".

In order that Tenant may now enter into a lease term with Landlord, the parties agree as follows:

ARTICLE I. PREMISES.

Section 1.01. Premises. Landlord does hereby demise and lease unto Tenant, and Tenant does lease and take from Landlord the Third Floor and the south wing of the Fourth Floor south of the front elevator facilities and restroom adjacent thereto but excluding the common hallway through the center section of said Fourth Floor area at 1630 Fifth Avenue, Moline, Illinois, as is presently leased by Bozeman, Neighbour, Patton & Noe from Landlord and the basement storage area presently occupied by Bozeman, Neighbour, Patton & Noe in the westerly portion of the basement area of said building, more particularly legally described as:

All of Lot 1 and the East 30 feet of Lot 2, William McEnary's Addition to the City of Moline, as said Lots are known and delineated upon the recorded Plat of said addition, recorded in Book "J" of Deeds, at Page 277 thereof, in the Recorder's Office of Rock Island County, Illinois excepting the North 10 feet thereof, which said North 10 feet has been heretofore conveyed to the City of Moline for street purposes, the dimensions of said property hereby conveyed being 110 feet abutting on Fifth Avenue and 140 feet abutting on Seventeenth Street, situated in the City of Moline, Rock Island County, Illinois,

Also sometimes described as follows:

Lot Number One (1) and the East Thirty (30) feet of Lot Number Two (2) in that part of the City of Moline known as and called, McEnarys (McEnirys) Addition; except the Northerly ten (10) feet thereof taken for the widening of Fifth Avenue in said City, situated in Rock Island County, Illinois,

plus the parking facility at 1822 Fifth Avenue, Moline, Illinois, with the addition of other parking facilities bought by Landlord from Carl Spaeth and/or Cabe Corp. and/or any other legal entity which was purchased by Landlord during 2002 and including hereafter leased parking facilities in a new parking building to be built by the City of Moline and leased, as herein described, by Landlord, hereinafter referred to as "total current premises".

The parking will consist of parking spaces for thirty (30) vehicles at 1822 Fifth Avenue, Moline, Illinois. Landlord reasonably believes that the City of Moline will build at least a three-story parking building south of his existing building. Landlord recognizes that Tenant leases a substantial number of spaces on that real estate directly from the City of Moline, Illinois.

At such time as construction commences, Landlord will obtain either from the City of Moline, Illinois, or from his parking lots owned in downtown Moline, Illinois, sufficient additional parking places equal to the number now leased by Bozeman, Neighbour, Patton & Noe from the City of Moline, Illinois, at a cost as set forth herein. Upon completion of the parking building, Tenant shall be provided a minimum of forty (40) assigned parking places on the second level of the parking building and additional parking on the third floor of said building to accommodate the reasonable needs and potential future growth of Tenant or its subtenant.

Section 1.02. Term. The term of the Lease of the total current premises and Tenant's obligation to pay rent for it shall commence January 1, 2003, and shall end on December 31, 2008.

Section 1.03. Fourth Floor. Tenant or its subtenant shall have the right to lease any additional space on the Fourth Floor of the building upon giving Landlord not less than twelve (12) months notice of its intention to lease such space. Landlord will not enter into any lease which, because of its duration or other terms, would prevent Landlord from complying with its commitment to reasonably make additional Fourth Floor space available to Tenant. Landlord also grants Tenant the option of leasing any vacant space on the Fourth Floor of the building on a first-refusal basis.

ARTICLE II. RENT.

Section 2.01. Third and Fourth Floors Office Basic Annual Rent. Tenant agrees to pay to Landlord annual rent of Ninety-five Thousand and 00/100 Dollars (\$95,000.00), payable in equal monthly installments, in advance, of one-twelfth of the basic annual rent, beginning on January 1, 2003, through December 31, 2008. For each year after 2003 for which this initial six-year Lease is in effect, but not including any five year option period, if applicable, the annual rent shall increase two percent (2%) from the prior year's annual rent, payable monthly.

Section 2.02. Basement Rent. For the currently occupied basement storage space, the annual rent shall be Three Thousand Two Hundred Ninety and 00/100 Dollars (\$3,290.00), payable in equal monthly installments, in advance, of one-twelfth of said annual rent, beginning on January 1, 2003, and for each month thereafter at said amount through the initial term and one or both option periods, without increase.

Section 2.03. Parking.

A. Parking Facility Owner by Landlord. Tenant agrees to pay to Landlord additional rent for parking facilities to park thirty (30) vehicles on premises owned by Landlord at \$17.71 per space per month. On the commencement of construction of a new parking facility to the south of the Landlord's building, Landlord will replace each space lost on the construction site by Tenant with parking as reasonably close to the building as possible at the same rental amount per space.

B. Parking Facilities Owned by City of Moline, Illinois, and Leased by Landlord in New Parking Building Immediately South and West of Total Current Premises. At such time as the City of Moline completes a proposed new parking building, Tenant shall pay the actual cost paid by Landlord to the City of Moline for such assigned spaces as are utilized by Bozeman, Neighbour, Patton & Noe, its successors or assigns, said parking spaces currently anticipated to be \$25.00 per space per month. Landlord shall provide relevant documents between himself and the City of Moline, Illinois, as to his lease costs per space of assigned parking on the second floor and open parking on the third floor of said building as are reasonably requested by Tenant.

ARTICLE III. OPTION TO RENEW.

Section 3.01. Option. In consideration of the payment of increased rent for 2003 from the rent provided for in the prior lease of the premises by Bozeman, Neighbour, Patton & Noe, Tenant shall receive the option to rent additional space on the Fourth Floor as provided in Section 1.03, and Tenant shall have the option to extend this Lease upon the same terms and conditions for two (2) additional five-year terms to commence on January 1, 2009, ending December 31, 2013, for a rental amount of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) per year, payable monthly, for said five-year term; and an additional option to extend this Lease, upon the same terms and conditions, for an additional five-year term to commence on January 1, 2014, and ending on December 31, 2018, for annual rent not in excess of One Hundred Twenty-five Thousand and 00/100 Dollars (\$125,000.00) per year, payable monthly. Landlord and Tenant agree that on the exercise of any option, that they will negotiate in good faith for a fair market rental rate if such would be less than the annual rent provided for herein which shall operate as a cap and shall not be exceeded. This Lease shall automatically renew without any notice from Tenant to Landlord unless Tenant elects not to renew. In the event Tenant shall elect not to renew and to terminate the Lease on December 31, 2008, Tenant shall give Landlord written notice not less than ninety (90) days prior to the end of the term. In the event that the Lease is extended through the first option period, it shall then automatically renew without any notice from Tenant to Landlord for the second option period unless Tenant elects not to renew. In the event Tenant shall elect not to renew and to terminate the Lease on December 31, 2013, Tenant shall give Landlord written notice not less than ninety (90) days prior to the end of the term of the first option period.

ARTICLE IV. USE, MAINTENANCE AND REPAIR OF THE DEMISED PREMISES

Section 4.01. Use of Building. Landlord agrees and warrants to Tenant that the entire building shall be leased to tenants solely for office space and that no residential use of the premises will be allowed with the exception of the living premises at one time occupied by Peter Spaeth on the southwest corner of the building. Landlord shall also have the right to lease the first floor for office, retail, banking or restaurant purposes but agrees to reasonably ventilate and prevent any restaurant odors from entering the office spaces herein leased.

Section 4.02. Maintenance by Tenant. Tenant shall, at all times during the lease term, at its own expense, maintain the interior of the demised premises, including Tenant's air conditioning system, the light fixtures and electrical systems installed by Tenant, but excluding all structural components or members, windows, plumbing and all other elements the repair or maintenance of which is the responsibility of Landlord under this lease. Upon termination of the lease, Tenant shall not be required to restore the demised premises to any prior condition.

Section 4.03. Condition of Premises at Termination. All alterations, additions, erections or improvements on or in the demised premises at the expiration of this lease (except trade fixtures, light fixtures, drapes, curtains, blinds, appliances, office systems, special-purpose wiring, freestanding bookcases, telephone systems, and all other removable fixtures or equipment) shall be and become a part of the demised premises, and shall remain upon and be surrendered with said premises as a part thereof at the termination of this lease.

Section 4.04. Maintenance by Landlord. Landlord shall, at all times during the lease term, at its expense, and for the benefit of Tenant, put and maintain the building in good and safe condition and in compliance with all applicable laws, rules and regulations, state, federal and local, including, but not limited to, the pipes, heating system, the plumbing system, the general telephone lines and equipment to Tenant's premises and to all elevators, the electrical system to Tenant's space, all structural components and members, the roof, windows and window glass (including cleaning, but excluding the cleaning of the windows in the current premises of Tenant), the restrooms, limited janitorial services and supplies as have been customarily provided, refuse removal from premises, elevators, sidewalks, stairwells, drains, downspouts, entrances and all other common areas.

ARTICLE V. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Section 5.01. Alterations by Tenant. Tenant may at any time during the lease term, at its own expense, make any alterations, additions, or improvements in and to the demised premises, with Landlord's written consent, which consent shall not be unreasonably withheld. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength of the building.

Section 5.02. Alterations by Landlord. Landlord shall make changes in the lobby with the written consent of the Tenant, which consent shall not be unreasonably withheld. Landlord shall improve the present first floor lobby to a better condition than it is on the commencement date of this Lease. Landlord shall maintain the building directory so that at all times it has a professional appearance appropriately listing the Tenant or any subtenant thereof and all of its attorneys on said directory in a timely manner, with uniform appearance of all listings.

Section 5.03. Sign. Landlord will provide, at his expense, a professional sign to be placed at the left of the front entrance at the square area now covered with wood immediately adjacent to the sidewalk. Such sign shall provide: "Bozeman, Neighbour, Patton & Noe, Attorneys at Law, Suite 300" and shall be created and installed with the approval and written consent of Bozeman, Neighbour, Patton & Noe.

ARTICLE VI. PAYMENT OF TAXES AND UTILITIES

Section 6.01. Taxes. The Landlord shall pay all taxes, assessments, or other governmental charges that shall or may be imposed on the demised premises or any part thereof.

Section 6.02. Utilities. Tenant shall pay for all utilities delivered to the demised premises, except for adequate heat, water and sewer, which shall be supplied by Landlord.

ARTICLE VII. INSURANCE AND SUBROGATION

Section 7.01. Insurance. During the term of this lease and for any further time that Tenant shall hold the demised premises, Tenant may obtain and maintain at its expense such insurance as it deems necessary or desirable. Both Landlord and Tenant shall maintain adequate policies of liability insurance.

Section 7.02. Mutual Release for Fire or Other Casualty. Landlord and Tenant release each other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) under fire and extended coverage or supplementary contract casualties, if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policy shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. The parties agree to request their respective insurers to provide such clause or endorsement, but a party shall have no liability for the failure to obtain such clause or endorsement if his/its insurer refuses to provide it.

ARTICLE VIII. ASSIGNMENT

Section 8.01. Assignment and Subletting. Tenant may assign this Lease or sublet the demised premises or any part thereof to the law firm of Bozeman, Neighbour, Patton & Noe, its successors or assigns, without the written consent of Landlord and may assign the Lease or sublet the demised premises or any part thereof to any other third party with the written consent of the Landlord which shall not be unreasonably withheld.

ARTICLE IX. QUIET ENJOYMENT

Section 9.01. Quiet Enjoyment. Landlord warrants that Tenant shall be granted comfortable, peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Landlord if Tenant performs the terms and conditions hereof.

ARTICLE X. LANDLORD REPRESENTATIONS

Section 10.01. Owner/Authority. Landlord represents and warrants to Tenant that he is the owner of the building and real estate in which the total current premises are located and all parking facilities to be furnished to Tenant or subtenant with the exception of those facilities that are or will be owned by the City of Moline, Illinois, which Landlord shall secure leases from the City of Moline, Illinois, to perform this lease agreement. If the owner of the premises is a corporation or other legal entity, the Landlord as owner of said real estate has taken appropriate action by its directors and shareholders and 100% of the beneficiaries of any land trust in title to said premises authorizing the execution and performance of this lease agreement and any related documents. Landlord agrees that this transaction complies with all statutory and operational requirements involved in the operation of Landlord's corporation and land trust, if any, and the agreement does not violate any mortgage, security agreement, lien or other encumbrance on the real and personal property which is the subject of this Lease.

ARTICLE XI. MISCELLANEOUS PROVISIONS

Section 11.01. Relationship of Parties. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between Landlord and Tenant, it being understood and agreed that no provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 11.02. Applicable Law; Grammatical Usage. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois. In construing this lease, feminine or neuter pronoun shall be substituted for those masculine in form and vice versa, and the plural terms shall be substituted for singular and singular for plural in any place in which the context requires.

Section 11.03. Counterparts. This agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument.

Section 11.04. Parties Bound. It is agreed that this lease, and each and all the covenants and obligations hereof, shall be binding upon and inure to the benefit of, as the case may be, the parties hereto, their respective heirs, executors, administrators, successors and assigns.

Section 11.05. Entire Agreement. This lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought. This Lease shall replace all prior agreements.

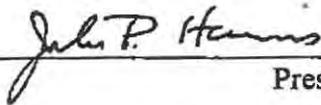
Section 11.06. Savings. The invalidity or unenforceability or any provision of this lease shall not affect or impair the validity of any other provision.

This Lease is executed Moline, Illinois, in multiple counterparts, on January 15, 2003.

Tenant:

**BNPN, L.L.C., an Illinois Limited
Liability Company**

By: _____

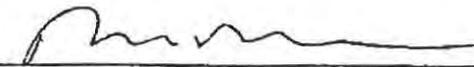


President

Landlord:

RODNEY BLACKWELL

By: _____



Rodney Blackwell

LEASE

The area leased by BNPN, L.L.C., herein referred to as "Tenant," is herein designated as the "total current premises", as defined in Article I. Rodney Blackwell is herein referred to as "Landlord".

In order that Tenant may now enter into a lease term with Landlord, the parties agree as follows:

ARTICLE I. PREMISES.

Section 1.01. Premises. Landlord does hereby demise and lease unto Tenant, and Tenant does lease and take from Landlord the Third Floor and the south wing of the Fourth Floor south of the front elevator facilities and restroom adjacent thereto but excluding the common hallway through the center section of said Fourth Floor area at 1630 Fifth Avenue, Moline, Illinois, as is presently leased by Bozeman, Neighbour, Patton & Noe from Landlord and the basement storage area presently occupied by Bozeman, Neighbour, Patton & Noe in the westerly portion of the basement area of said building, more particularly legally described as:

All of Lot 1 and the East 30 feet of Lot 2, William McEnary's Addition to the City of Moline, as said Lots are known and delineated upon the recorded Plat of said addition, recorded in Book "J" of Deeds, at Page 277 thereof, in the Recorder's Office of Rock Island County, Illinois excepting the North 10 feet thereof, which said North 10 feet has been heretofore conveyed to the City of Moline for street purposes, the dimensions of said property hereby conveyed being 110 feet abutting on Fifth Avenue and 140 feet abutting on Seventeenth Street, situated in the City of Moline, Rock Island County, Illinois,

Also sometimes described as follows:

Lot Number One (1) and the East Thirty (30) feet of Lot Number Two (2) in that part of the City of Moline known as and called, McEnarys (McEnirys) Addition; except the Northerly ten (10) feet thereof taken for the widening of Fifth Avenue in said City, situated in Rock Island County, Illinois,

plus the parking facility at 1822 Fifth Avenue, Moline, Illinois, with the addition of other parking facilities bought by Landlord from Carl Spaeth and/or Cabe Corp. and/or any other legal entity which was purchased by Landlord during 2002 and including hereafter leased parking facilities in a new parking building to be built by the City of Moline and leased, as herein described, by Landlord, hereinafter referred to as "total current premises".

The parking will consist of parking spaces for thirty (30) vehicles at 1822 Fifth Avenue, Moline, Illinois. Landlord reasonably believes that the City of Moline will build at least a three-story parking building south of his existing building. Landlord recognizes that Tenant leases a substantial number of spaces on that real estate directly from the City of Moline, Illinois.

At such time as construction commences, Landlord will obtain either from the City of Moline, Illinois, or from his parking lots owned in downtown Moline, Illinois, sufficient additional parking places equal to the number now leased by Bozeman, Neighbour, Patton & Noe from the City of Moline, Illinois, at a cost as set forth herein. Upon completion of the parking building, Tenant shall be provided a minimum of forty (40) assigned parking places on the second level of the parking building and additional parking on the third floor of said building to accommodate the reasonable needs and potential future growth of Tenant or its subtenant.

Section 1.02. Term. The term of the Lease of the total current premises and Tenant's obligation to pay rent for it shall commence January 1, 2003, and shall end on December 31, 2008.

Section 1.03. Fourth Floor. Tenant or its subtenant shall have the right to lease any additional space on the Fourth Floor of the building upon giving Landlord not less than twelve (12) months notice of its intention to lease such space. Landlord will not enter into any lease which, because of its duration or other terms, would prevent Landlord from complying with its commitment to reasonably make additional Fourth Floor space available to Tenant. Landlord also grants Tenant the option of leasing any vacant space on the Fourth Floor of the building on a first-refusal basis.

ARTICLE II. RENT.

Section 2.01. Third and Fourth Floors Office Basic Annual Rent. Tenant agrees to pay to Landlord annual rent of Ninety-five Thousand and 00/100 Dollars (\$95,000.00), payable in equal monthly installments, in advance, of one-twelfth of the basic annual rent, beginning on January 1, 2003, through December 31, 2008. For each year after 2003 for which this initial six-year Lease is in effect, but not including any five year option period, if applicable, the annual rent shall increase two percent (2%) from the prior year's annual rent, payable monthly.

Section 2.02. Basement Rent. For the currently occupied basement storage space, the annual rent shall be Three Thousand Two Hundred Ninety and 00/100 Dollars (\$3,290.00), payable in equal monthly installments, in advance, of one-twelfth of said annual rent, beginning on January 1, 2003, and for each month thereafter at said amount through the initial term and one or both option periods, without increase.

Section 2.03. Parking.

A. Parking Facility Owner by Landlord. Tenant agrees to pay to Landlord additional rent for parking facilities to park thirty (30) vehicles on premises owned by Landlord at \$17.71 per space per month. On the commencement of construction of a new parking facility to the south of the Landlord's building, Landlord will replace each space lost on the construction site by Tenant with parking as reasonably close to the building as possible at the same rental amount per space.

Section 4.02. Maintenance by Tenant. Tenant shall, at all times during the lease term, at its own expense, maintain the interior of the demised premises, including Tenant's air conditioning system, the light fixtures and electrical systems installed by Tenant, but excluding all structural components or members, windows, plumbing and all other elements the repair or maintenance of which is the responsibility of Landlord under this lease. Upon termination of the lease, Tenant shall not be required to restore the demised premises to any prior condition.

Section 4.03. Condition of Premises at Termination. All alterations, additions, erections or improvements on or in the demised premises at the expiration of this lease (except trade fixtures, light fixtures, drapes, curtains, blinds, appliances, office systems, special-purpose wiring, freestanding bookcases, telephone systems, and all other removable fixtures or equipment) shall be and become a part of the demised premises, and shall remain upon and be surrendered with said premises as a part thereof at the termination of this lease.

Section 4.04. Maintenance by Landlord. Landlord shall, at all times during the lease term, at its expense, and for the benefit of Tenant, put and maintain the building in good and safe condition and in compliance with all applicable laws, rules and regulations, state, federal and local, including, but not limited to, the pipes, heating system, the plumbing system, the general telephone lines and equipment to Tenant's premises and to all elevators, the electrical system to Tenant's space, all structural components and members, the roof, windows and window glass (including cleaning, but excluding the cleaning of the windows in the current premises of Tenant), the restrooms, limited janitorial services and supplies as have been customarily provided, refuse removal from premises, elevators, sidewalks, stairwells, drains, downspouts, entrances and all other common areas.

ARTICLE V. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Section 5.01. Alterations by Tenant. Tenant may at any time during the lease term, at its own expense, make any alterations, additions, or improvements in and to the demised premises, with Landlord's written consent, which consent shall not be unreasonably withheld. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength of the building.

Section 5.02. Alterations by Landlord. Landlord shall make changes in the lobby with the written consent of the Tenant, which consent shall not be unreasonably withheld. Landlord shall improve the present first floor lobby to a better condition than it is on the commencement date of this Lease. Landlord shall maintain the building directory so that at all times it has a professional appearance appropriately listing the Tenant or any subtenant thereof and all of its attorneys on said directory in a timely manner, with uniform appearance of all listings.

Section 5.03. Sign. Landlord will provide, at his expense, a professional sign to be placed at the left of the front entrance at the square area now covered with wood immediately adjacent to the sidewalk. Such sign shall provide: "Bozeman, Neighbour, Patton & Noe, Attorneys at Law, Suite 300" and shall be created and installed with the approval and written consent of Bozeman, Neighbour, Patton & Noe.

ARTICLE VI. PAYMENT OF TAXES AND UTILITIES

Section 6.01. Taxes. The Landlord shall pay all taxes, assessments, or other governmental charges that shall or may be imposed on the demised premises or any part thereof.

Section 6.02. Utilities. Tenant shall pay for all utilities delivered to the demised premises, except for adequate heat, water and sewer, which shall be supplied by Landlord.

ARTICLE VII. INSURANCE AND SUBROGATION

Section 7.01. Insurance. During the term of this lease and for any further time that Tenant shall hold the demised premises, Tenant may obtain and maintain at its expense such insurance as it deems necessary or desirable. Both Landlord and Tenant shall maintain adequate policies of liability insurance.

Section 7.02. Mutual Release for Fire or Other Casualty. Landlord and Tenant release each other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) under fire and extended coverage or supplementary contract casualties, if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policy shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. The parties agree to request their respective insurers to provide such clause or endorsement, but a party shall have no liability for the failure to obtain such clause or endorsement if his/its insurer refuses to provide it.

ARTICLE VIII. ASSIGNMENT

Section 8.01. Assignment and Subletting. Tenant may assign this Lease or sublet the demised premises or any part thereof to the law firm of Bozeman, Neighbour, Patton & Noe, its successors or assigns, without the written consent of Landlord and may assign the Lease or sublet the demised premises or any part thereof to any other third party with the written consent of the Landlord which shall not be unreasonably withheld.

ARTICLE IX. QUIET ENJOYMENT

Section 9.01. Quiet Enjoyment. Landlord warrants that Tenant shall be granted comfortable, peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Landlord if Tenant performs the terms and conditions hereof.

ARTICLE X. LANDLORD REPRESENTATIONS

Section 10.01. Owner/Authority. Landlord represents and warrants to Tenant that he is the owner of the building and real estate in which the total current premises are located and all parking facilities to be furnished to Tenant or subtenant with the exception of those facilities that are or will be owned by the City of Moline, Illinois, which Landlord shall secure leases from the City of Moline, Illinois, to perform this lease agreement. If the owner of the premises is a corporation or other legal entity, the Landlord as owner of said real estate has taken appropriate action by its directors and shareholders and 100% of the beneficiaries of any land trust in title to said premises authorizing the execution and performance of this lease agreement and any related documents. Landlord agrees that this transaction complies with all statutory and operational requirements involved in the operation of Landlord's corporation and land trust, if any, and the agreement does not violate any mortgage, security agreement, lien or other encumbrance on the real and personal property which is the subject of this Lease.

ARTICLE XI. MISCELLANEOUS PROVISIONS

Section 11.01. Relationship of Parties. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between Landlord and Tenant, it being understood and agreed that no provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 11.02. Applicable Law; Grammatical Usage. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois. In construing this lease, feminine or neuter pronoun shall be substituted for those masculine in form and vice versa, and the plural terms shall be substituted for singular and singular for plural in any place in which the context requires.

Section 11.03. Counterparts. This agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument.

Section 11.04. Parties Bound. It is agreed that this lease, and each and all the covenants and obligations hereof, shall be binding upon and inure to the benefit of, as the case may be, the parties hereto, their respective heirs, executors, administrators, successors and assigns.

Section 11.05. Entire Agreement. This lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought. This Lease shall replace all prior agreements.

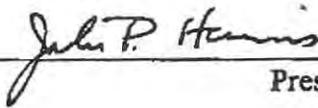
Section 11.06. Savings. The invalidity or unenforceability of any provision of this lease shall not affect or impair the validity of any other provision.

This Lease is executed Moline, Illinois, in multiple counterparts, on January 15, 2003.

Tenant:

**BNPN, L.L.C., an Illinois Limited
Liability Company**

By: _____

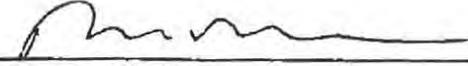


President

Landlord:

RODNEY BLACKWELL

By: _____



Rodney Blackwell

FIRST AMENDMENT TO LEASE AGREEMENT

This **First Amendment to Lease Agreement** ("Amendment") is made and effective as of this 9th day of September, 2013, by and between **Rodney Blackwell** ("Landlord") and **BNPN, L.L.C.** ("Tenant").

RECITALS

A. Landlord and Tenant are parties to a certain Lease agreement dated as of January 15, 2003 ("Lease"), for certain Premises as described within the Lease, including, but not limited to, third and fourth floor existing space, basement storage and parking in the City of Moline Parking Ramp as described within the Lease, as presently existing between Landlord, Tenant and the City of Moline, Illinois.

B. Landlord and Tenant desire to amend the Lease.

C. Tenant and Landlord wish to extend the existing lease term for one additional year, ending December 31, 2014, continue the existing five (5) year Option to Renew thereafter, which shall then commence on January 1, 2015, and end on December 31, 2019.

D. Capitalized terms used within this Lease which are not defined herein shall have the meanings ascribed to such terms within the Lease.

AGREEMENT

IT IS THEREFORE AGREED between Landlord and Tenant as follows:

1. All dates provided in the Lease shall be extended by one (1) year, including, but not limited to the following:

A. The existing term of the Lease shall be extended to December 31, 2014.

B. Tenant shall retain its Option to Renew, in accordance with Article III of the Lease, for an additional five (5) year term commencing January 1, 2015, and ending December 31, 2019.

C. The current rent, as payable under the existing Lease, shall apply to the extended period to December 31, 2014.

2. The Premises leased shall be all of the existing facilities leased by the Tenant, including, but not limited to, the third floor, its portion of the fourth floor, storage in the basement and the parking spaces in the parking ramp facility to the south of the building owned by the City of Moline, for which Landlord has certain rights for sufficient spaces, including all spaces presently utilized by Tenant.

3. Ratification. Except as specifically provided within this Amendment, Landlord and Tenant ratify and confirm all of the terms and provisions of the Lease and the respective obligations of Landlord and Tenant with respect to the Premises, as amended by this Amendment, under the terms of the Lease.

This First Amendment to Lease Agreement is executed, in multiple counterparts, in Moline, Illinois, on 9/9, 2013.

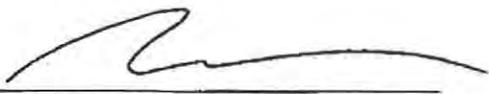
TENANT:

BNPN, L.L.C.,
an Illinois Limited Liability Company,

By: *John P. Harris*
President

LANDLORD:

RODNEY BLACKWELL

By: 
Rodney Blackwell

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("Second Amendment") is made and effective as of this 3rd day of September, 2014, by and between Rodney Blackwell ("Landlord"), and BNPN, L.L.C. ("Tenant").

RECITALS

A. Landlord and Tenant are parties to a certain lease agreement dated as of January 15, 2003 as amended by First Amendment to Lease Agreement dated as of September 9, 2013 (said lease agreement as amended are collectively referred to herein as the "Lease") for certain premises as described within the Lease, including, but not limited to third and fourth floor existing space, basement storage and parking in the City of Moline parking ramp as described within the Lease, as presently existing between Landlord, Tenant and the City of Moline, Illinois.

B. Landlord and Tenant desire to further amend the Lease in the particulars hereinafter set forth.

C. Landlord intends to transfer and convey the entire building in which the Premises is located ("Building") to Fifth Avenue Block, L.L.C., an Illinois limited liability company ("Fifth Avenue Block") at some point subsequent to the entering into of this Second Amendment.

D. Capitalized terms used within this Second Amendment which are not defined herein shall have the meanings ascribed to such terms within the Lease.

AGREEMENT

IT IS THEREFORE AGREED between the Landlord and Tenant as follows:

1. The Lease shall be extended by five years with two additional five-year options to further extend the same as follows:

(a) The existing term of the Lease shall be and is hereby extended in that the Lease shall end and expire on December 31, 2019.

(b) The Tenant is hereby granted two (2) five-year options to renew the Lease so long as Tenant is not in default under the Lease, the first such option commencing on January 1, 2020 and running through December 31, 2024 and the second renewal option to commence on January 1, 2025 and running through December 31, 2029. The Lease shall automatically renew without a notice from Tenant to Landlord unless Tenant elects not to renew. In the event Tenant elects not to renew and to terminate the Lease effective December 31, 2019, Tenant shall give Landlord written notice not less than 90 days prior to the end of the term. In the event that the Lease is extended by the first option period, it shall then automatically renew without any notice from Tenant to Landlord for the

second option period unless Tenant elects not to renew. In the event Tenant elects not to renew and to terminate the Lease effective December 31, 2024, Tenant shall give Landlord written notice not less than 90 days prior to the end of the term of the first option period.

2. (a) The current rent, as payable under the existing Lease, shall apply to December 31, 2016 and then there will then be a six percent (6%) increase effective January 1, 2017 which will remain in effect through December 31, 2019.

(b) Rental for the first option period, if any, shall be further increased by two percent (2%) for the period commencing January 1, 2020 and continuing through December 31, 2024. Rental payable, if any, for the second option period shall be further increased by an additional two percent (2%) from the first option period rent for the period commencing January 1, 2025 and continuing through December 31, 2029.

(c) Rent for the currently occupied basement storage space shall continue at the amount provided by the Lease for the balance of the term of the Lease and both option periods, without increase.

3. The provisions in the Lease concerning parking shall remain the same as stated in the Lease and the Tenant shall continue to be provided a minimum of 40 assigned parking spaces on the second level of the parking building which will be marked in some manner so as not to allow other tenants of the building to utilize the same during weekdays or between 6:00 a.m. and noon on Saturdays.

4. Landlord and Tenant have agreed that the restrooms currently located on the third floor of the leased premises will be remodeled and new fixtures installed. Landlord and Tenant have agreed to split the cost of this remodeling with each party bearing 50% of the costs thereof provided that the total remodeling costs shall not exceed \$50,000.00 unless one of the parties agrees to solely pay the costs in excess of \$50,000.00. As soon as reasonably practicable after the execution hereof, Landlord shall prepare plans and specifications showing such remodeling and submit the same to Tenant for its approval prior to Landlord requesting a contractor to bid on the same. Upon Tenant's approval, Landlord shall then submit the plans to a contractor for bidding and then submit the bids to Tenant for Tenant's prior approval prior to commencement of such remodeling. Such remodeling shall be scheduled by the contractor in such a manner as so as to allow other restrooms in the building to be utilized during the period of time that the restrooms on the third floor are closed for remodeling.

5. In consideration of the agreements hereinabove reached by the parties, Section 4.01 of the Lease shall be and is hereby modified and amended to provide that floors two (2), five (5), six (6), seven (7) and/or eight (8) of the Building may be leased for residential apartment use provided, however, that such apartments will always be rented at prevailing market rates for comparable apartments and none of the apartments will be rented on a subsidized basis at any time during the term of this Lease.

6. Section 1.03 Fourth Floor. Landlord hereby grants to Tenant the option of leasing any vacant space on the Fourth Floor of the building on a first refusal basis. Landlord will notify Tenant in writing each time it receives a written proposal to lease vacant space on the Fourth Floor from a third party and supply Tenant with a copy of the proposed lease it desires to enter into with such third party. Tenant shall have a period of fifteen (15) days from its receipt of such notification to advise Landlord of its desire to lease such vacant space upon the same terms and conditions as contained in the proposed lease to a third party. If Tenant does not advise Landlord of its desire to so lease such vacant space within said fifteen (15) day period, Landlord may proceed to enter into the proposed lease with the third party. If Tenant advises Landlord of its desire to so lease such vacant space with said fifteen (15) day period, Landlord and Tenant shall enter into a lease amendment providing for the leasing of such vacant space to Tenant and containing the same terms and conditions as contained in the proposed lease to a third party.

7. Except as specifically provided within this Second Amendment, Landlord and Tenant ratify and confirm all of the terms and provisions of the Lease, as previously amended, and the respective obligations of Landlord and Tenant with respect to the premises, as amended by this amendment, under the terms of the Lease.

8. At such time as Landlord conveys and transfers the Building to Fifth Avenue Block, Landlord shall be released and discharged of all liability, responsibility and obligations under the Lease as amended by this Second Amendment and Fifth Avenue Block shall assume all of Landlord's obligations, responsibilities and liabilities under the Lease as amended by this Second Amendment. Tenant hereby consents to said conveyance and transfer of the Building from Landlord to Fifth Avenue Block. Upon said conveyance and transfer of the Building, the Lease as amended hereby shall remain in full force and effect and fully binding on and upon both Landlord and Tenant. Upon said transfer and conveyance, Fifth Avenue Block shall be considered the landlord for all purposes under the Lease as amended by this Second Amendment and Tenant shall look solely to Fifth Avenue Block as landlord under the Lease.

This Second Amendment to Lease is executed in multiple counterparts in Moline, Illinois, on September 3, 2014.

TENANT:

**BNPN, L.L.C.,
an Illinois Limited Liability Company,**

By: John P. Harris
John P. Harris, Managing Member

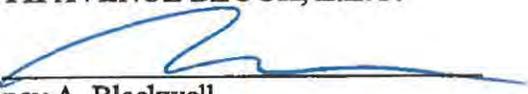
LANDLORD:

RODNEY BLACKWELL

By: Rodney Blackwell
Rodney Blackwell

Fifth Avenue Block, L.L.C. agrees to be bound by all terms and conditions of the Lease as amended by this Second Amendment as they relate or apply to the landlord thereunder at such time as it is the owner of the Building and shall assume all of Landlord's obligations, responsibilities and liabilities under the Lease as amended.

FIFTH AVENUE BLOCK, L.L.C.

By: 

Rodney A. Blackwell

Its: Manager

AGREEMENT REGARDING CONSTRUCTION

This Agreement Regarding Construction ("Agreement") is made and entered into effective as of this 3rd day of September, 2014 by and between Rodney Blackwell ("Landlord") and BNPN, L.L.C. ("Tenant").

Recitals

A. WHEREAS, Landlord and Tenant are parties to a certain Lease Agreement dated as of January 15, 2003, as amended by First Amendment to Lease Agreement dated as of September 9, 2013, and as further amended by Second Amendment to Lease Agreement dated contemporaneously herewith (said lease agreement, as amended, hereinafter called the "Lease") for certain premises as described within the Lease; and

B. WHEREAS, contemporaneous with the execution hereof, Landlord and Tenant have entered into a Second Amendment to Lease providing for certain extensions of the Lease, rental increases and allowing Landlord to construct market rate apartments on floors 2, 5, 6, 7 and 8 of the building occupied by Tenant; and

C. WHEREAS, Landlord and Tenant wish to set forth certain understandings which the parties have reached concerning the construction which Landlord intends to perform to said building in order to build such apartments; and

D. WHEREAS, Landlord intends to transfer and convey the entire building in which the leased premises is located ("Building") to Fifth Avenue Block, L.L.C., an Illinois limited liability company ("Fifth Avenue Block") at some point subsequent to the entering into of this Agreement.

AGREEMENT

IT IS THEREFORE AGREED between the Landlord and Tenant as follows:

1. The current heating system covering the third and fourth floors occupied by the Tenant will be separated from the proposed apartments and a separate dedicated system will just serve the 3rd and 4th floors of the building. Landlord agrees to provide a copy of the plans and specifications for said dedicated system to Tenant, however, Tenant shall have no rights to disapprove of said system unless the same is substantially deficient in the opinion of a reputable heating contractor. In constructing these modifications, Landlord's contractor will take all reasonable steps necessary to protect the existing air conditioning system servicing the third and fourth floors from damage or destruction during the construction.

2. Landlord agrees to repaint and carpet the following lobbies:

(a) the lobby on the 5th Avenue side of the building;

- (b) the lobby on the second floor adjacent to the sky walk; and
- (c) the lobby at the southeast corner of the building.

Access to the lobby on the 5th Avenue side of the building shall be maintained at all times between 8:00 a.m. and 5:00 p.m. Monday through Friday. Likewise, access to one of the other lobbies shall be afforded during such times. Notwithstanding the foregoing, Tenant recognizes and agrees that any of such work is subject to the express approval of the National Park Service.

3. The three elevators located in the building will be upgraded mechanically and interior wise by the Landlord in connection with such construction. Said upgrades and the extent thereof shall be at Landlord's discretion. The freight elevator shall be further modified in that it will be operated by key lock or similar method of entry similar to the other two elevators.

4. Tenant has relayed to Landlord its concerns about possible interruption of its business due to construction, including noise, dust, electrical and water damage. Accordingly, the parties have agreed that the following procedures are to be materially followed during the construction period:

(a) Landlord is to designate a contact person with authority to make on-the-spot decisions and corrections who may be reached by Tenant in the event of problems or questions. An "after hours" phone number will be given to the Tenant in case an emergency arises in which Tenant has to notify the Landlord or his contact person of a problem. Landlord may change said contact person at any time upon providing Tenant's with prior notice.

Tenant shall only have to speak with the contact person no matter what phase of construction (i.e. - demolition, etc.) is being conducted and this person shall handle all communications with construction managers, demolition crews, sub-contractors, suppliers, etc. If problems occur, the Tenant does not desire to have to speak to anyone else except the contact person and would expect the contact person to cause any valid problem to be rectified.

(b) Any work to the building which is core or structure related work which will indeed materially interrupt Tenant's business shall be performed prior to 7:30 a.m. or after 5:00 p.m. Monday through Friday and any work between 7:30 a.m. and 5:00 p.m. will be done in a manner so as to cause minimal noise and non-disruptive noise. Any interruption of utility or water service to Tenant's suite, no matter when it is scheduled to occur, shall be made only with prior notice and approval of Tenant. Landlord's contractor will provide Tenant with a general break out of the types of work to be done before and after 7:30 each day so the Tenant may be advised of the same. Landlord's contractor shall communicate with Tenant so that it is aware of any major meetings, depositions or conference calls scheduled by Tenant which may need to cause such contractor to temporarily cease work so that no possible disruption would ensue. Landlord and Tenant have met with Landlord's contractor culminating in certain understandings concerning construction as detailed in Meeting Minutes and Work Activity Matrix dated

possible since Tenant and its clients will also be utilizing it. The other front elevator shall not be utilized by construction workers or have material placed in it.

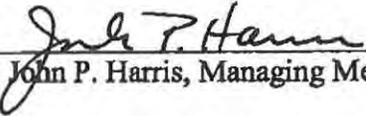
(h) Landlord shall cause the sky walk from the parking garage to the building to remain unobstructed in order for Tenant to gain access to the building at all times. Further, Landlord shall cause its contractor to minimize obstruction of the skywalk's entrance to the second floor of the building and will provide advanced notice of any obstruction planned of same so that alternative routes may be identified for Tenant's use. Tenant recognizes that there may be some obstruction on the second floor from the sky walk to the front elevators and alternative routes may be identified for Tenant's use for short periods of time, such as access to the freight elevator or to the staircase located in the southeast corner of the second floor.

5. At such time as Landlord conveys and transfers the Building to Fifth Avenue Block, Landlord shall be released and discharged of all liability, responsibility and obligations under this Agreement and Fifth Avenue Block shall assume all of Landlord's obligations, responsibilities and liabilities under this Agreement. Tenant hereby consents to said conveyance and transfer of the Building from Landlord to Fifth Avenue Block. Upon said conveyance and transfer of the Building, this Agreement shall remain in full force and effect and fully binding on and upon Tenant. Upon said transfer and conveyance, Fifth Avenue Block shall be considered the landlord for all purposes under this Agreement and Tenant shall look solely to Fifth Avenue Block as landlord hereunder.

This Agreement Regarding Construction is executed in multiple counterparts in Moline, Illinois, effective on September 3, 2014.

TENANT:

BNPN, L.L.C.,
an Illinois Limited Liability Company,

By: 
John P. Harris, Managing Member

LANDLORD:

RODNEY BLACKWELL

By: 
Rodney Blackwell

Fifth Avenue Block, L.L.C. agrees to be bound by all terms and conditions of this Agreement as they relate or apply to the landlord hereunder at such time as it is the owner of the Building and shall assume all of Landlord's obligations, responsibilities and liabilities under the Lease as amended.

FIFTH AVENUE BLOCK, L.L.C.

By: 
Rodney A. Blackwell
Its: Manager



MEETING MINUTES

DATE: January 7, 2014
FROM: Thomas Edwards
PROJECT: 5th Avenue Apartments
PURPOSE: The purpose of this meeting was to discuss with Bozeman, Neighbour, Patton, & Noe, LLP (BNPN) those work items that may occur during non-business hours.

Date:	01/07/2014	
Time:	10:00 AM	
Location:	Bozeman, Neighbour, Patton & Noe, LLP - Moline	
Attendance:	Bill Snyder (BNPN) Jim Kiesey (Ryan) Joe Ryder (Ryan)	Bob Noe (BNPN) Thomas Edwards (Ryan)
Distribution:	Attendees	Bryce Henderson (FDP)

TOPICS OF DISCUSSION

1 ACCESS

- 1.1 The use of elevators were discussed.
 - 1.1.1 Construction personnel would utilize the freight elevator or stairs for access floor access.
 - 1.1.2 Materials, tools and boxes will be delivered to the floor via the freight elevator.
 - 1.1.3 The passenger elevator would be reserved for tenant and client traffic.
- 1.2 Materials not suitable for delivery in the freight elevator will be hoisted by crane or lift to the appropriate floor and off-loaded through a window opening. Appropriate safeguards will be in place during any hoisting operations.
- 1.3 The 5th Avenue entrance lobby will be reserved for tenants' use. Ryan personnel will not utilize the 5th Avenue entrance for daily access.
- 1.4 Any work conducted in the lobbies will be completed either after hours or with the appropriate safeguards such as signage, barricade, or caution tape depending upon the task performed.

**FINANCIAL DISTRICT PROPERTIES
STORAGE RENTAL AGREEMENT
201 N. Harrison Street, Suite 402
DAVENPORT, IA 52801
563-324-9898**

THIS AGREEMENT EXECUTED IN DUPLICATE, MADE AND ENTERED INTO ON: NOVEMBER 3, 2009 BETWEEN FINANCIAL DISTRICT PROPERTIES, HEREIN AFTER REFERRED TO AS THE "LANDLORD" WHOSE ADDRESS FOR THE PURPOSE OF THIS LEASE IS AS ABOVE, AND CRIPPEN REID & BOWEN, HEREIN AFTER REFERRED TO AS THE "TENANT", WHOSE ADDRESS FOR THE PURPOSE OF THIS LEASE IS:

1528 47TH AVENUE MOLINE, IL 61265

STORAGE UNIT ADDRESS: 1630 5th AVENUE SUITE 201A and 201B
MOLINE, IL 61265

MONTHLY RENT: \$200.00

1. Tenant shall pay rent prior to the first of each month. Rental payment is due to the above address.
2. Tenant further agrees to pay an additional \$25.00/day if rental payment is not received by the fifth day of each month. In the event of default, ~~any unused~~ prepaid rent shall constitute liquidated damages. If the tenant fails to pay the rentals as agreed upon or fails to vacate the premises promptly upon expiration of this agreement, then the landlord does hereby become entitled to enforce its possessor lien according to the procedures as outlined in Iowa Senate File 163, Sec. 4578A. A sale or other disposition of the personal property shall conform to the terms of the notification provided for in this section.
3. Landlord shall not be liable in any way or to any extent, for or on account of an injury to, or destruction of any property at anytime in any said storage bay. Landlord shall not be liable for any personal injury of anyone working in or on the premises of these storage units/warehouses. Landlord shall be responsible for keeping the door(s) and lock(s) in a workable and good order.
4. EACH TENANT SHOULD CARRY INSURANCE ON HIS/HER POSSESSIONS TO COVER DAMAGE OR LOSS FROM ALL CAUSES, INCLUDING WATER AND FLOODING. TENANT INITIAL: KEB
5. Tenant agrees to use and occupy the premises only for the storage of personal property or property legally in their care of custody and for no other use. Dismantling of automobiles or other types of equipment is not permitted on the premises.

6. FOOD, FLAMMABLE, EXPLOSIVE OR COMBUSTIBLE MATERIALS ARE NOT TO BE STORED IN ANY STORAGE BAYS, AND STORAGE BAYS MAY BE USED FOR LAWFUL PURPOSES ONLY.
7. This rental agreement shall automatically be extended on the first of each month unless either party delivers to the other party notice of its intention to terminate this agreement ten (10) days prior to the end of the current rental month.
8. DEPOSIT: At the time of the execution of this rental agreement tenant shall pay to the landlord in trust in addition to the rent the sum of \$0.00 security or damage deposit. If tenant fully complies with the terms of this rental agreement said amount shall be refunded. If tenant fails to comply with the terms of this rental agreement, said sum shall be applied by the landlord toward the payment of charges for cleaning and leftover items from the unit at a rate of ten (\$10.00) dollars per hour with a one (1) hour minimum. The tenant agrees to notify landlord when unit(s) are vacated in order to accurately determine the deposit refund, if any. A twenty (\$20.00) dollar charge will be made for returned checks.
9. The attached Confidentiality Agreement is a binding attachment to this lease.

TENANT SIGNATURE Kell Borne CEO

LANDLORD AGENT _____

CONTRACTOR CONFIDENTIALITY AGREEMENT

It is understood that this document is required to be signed as a condition of providing services or reviewing confidential information for Crippen, Reid & Bowen, L.L.C.

AGREEMENT, entered into this 3RD day of NOVEMBER, 2009, between Crippen, Reid & Bowen, L.L.C., a limited liability company, having its office at 1528 47th Avenue, Moline, Illinois (hereinafter referred to as "The Firm") and Financial District Properties, L.L.C., having its office at 201 North Harrison Street, Davenport, Iowa (hereinafter referred to as "Contractor").

1. Confidential Information

- A. Contractor acknowledges that the business of The Firm is a unique and unusual service business consisting of the providing of professional advice and other services to clientele who expect confidentiality of entrusted information. Contractor also acknowledges that the disclosure of the information contained in a client's files would be harmful to The Firm and could cause damage to The Firm's business.
- B. Contractor acknowledges that Contractor will come into contact with and have access to confidential client matters and confidential information pertaining to The Firm's business.
- C. Contractor shall not, during the term of this Agreement or at any time thereafter, divulge, furnish or make accessible to anyone any knowledge or information with respect to any confidential information of The Firm as now or hereafter conducted.

2. Enforcement

Contractor expressly agrees that, in addition to any other remedies which may be available to The Firm, the Firm shall be entitled to injunctive and/or other equitable relief to prevent or remedy a breach of any of the provisions of paragraph 1 of this Agreement or any part thereof, and to secure their enforcement.

3. Arbitration

Any dispute between the parties arising hereunder shall be submitted to arbitration in the City of Moline, in accordance with the then rules and regulations of the American Arbitration Association. The parties shall be bound by the award of the arbitrators and judgment upon any award of the arbitrators may be entered in any court having jurisdiction. The parties consent to the jurisdiction of the Circuit Court of the State of Illinois, County of Rock Island.

4. Remedies Cumulative

The remedies provided for herein are cumulative and not exclusive. The Firm may exercise the remedies set forth in paragraphs 2 and 3 hereof as well as any other remedies which it may have,

8.3 PERSONAL PROPERTY TAXES.

(a) Tenant shall pay to Landlord before they become delinquent, all taxes, if any, assessed against and levied on Tenant's trade fixtures, furnishings, machinery, equipment, and all other property of Tenant contained in the Premises or elsewhere, including, without limitation, all taxes on industrial machinery and equipment or computers that are assessed and taxed as real property. When possible, Tenant will cause all Tenant's trade fixtures, furnishings, machinery, equipment, and all other property to be assessed and billed separately from Landlord's real property.

9. UTILITIES. Tenant will pay all water, sewer, storm water/sewer, electric, gas, heat, light, power, telephone and all other utilities and services supplied to the Premises, together with any taxes thereon. Landlord reserves the right to gain immediate access to any portion of the Premises for purposes of installing, maintaining, and removing such utility, supplies, connections, or hookups, after giving such notice to Tenant as is reasonable under the circumstances.

10. ASSIGNMENT AND SUBLETTING. Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises (each referred to herein as a "Transfer") without Landlord's prior written consent which may be withheld at Landlord's sole and absolute discretion. No consent by Landlord to any Transfer shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, assignment, subletting or other Transfer. Each transferee shall be jointly and severally liable with Tenant (and Tenant shall be jointly and severally liable with each transferee) for the payment of rent and all other amounts owing under this Lease (or, in the case of a sublease, rent in the amount set forth in the sublease) and for the performance of all other terms and provisions of this Lease. The consent by Landlord to any Transfer shall not relieve Tenant or any such transferee from the obligation to obtain Landlord's express prior written consent to any subsequent Transfer by Tenant or any transferee. The acceptance of rent by Landlord from any other person (whether or not such person is an occupant of the Premises) shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer.

Landlord may assign this Lease to a third party at any time without the consent of Tenant and upon said assignment Landlord shall have no further liability or responsibilities to Tenant under this Lease.

11. DEFAULTS; REMEDIES.

11.1 DEFAULTS. The occurrence of any one or more of the following events will constitute a material default and breach of this Lease by Tenant:

- (a) Tenant's vacating or abandoning of the Premises.
- (b) Tenant's failure to make any payment of monthly rent or any other amount

due and payable under this Lease, as and when due, when such failure continues for a period of five (5) days after due.

(c) Tenant's failure to observe or perform any of the covenants, conditions, or provisions of this Lease, to be observed or performed by Tenant, other than those described in paragraph 11.1(b) above, when such failure continues for a period of 10 days after written notice from Landlord to Tenant, provided that, if the nature of Tenant's default is such that more than 10 days are reasonably required for its cure, Tenant will not be deemed to be in default if Tenant begins such cure within said 10-day period and diligently prosecutes such cure to completion.

(d) (1) Tenant's making of any general arrangement or assignment for the benefit of creditors; (2) Tenant's becoming a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within 60 days); (3) the appointment of a trustee or receiver to take possession of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if possession is not restored to Tenant within 30 days; or (4) the attachment, execution, or other judicial seizure of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if such seizure is not discharged within 30 days. If any provision of this paragraph is contrary to any applicable law, such provision will be of no force or effect.

11.2 REMEDIES. If any such default or breach by Tenant continues beyond applicable cure periods, the Landlord may at any time thereafter do any one or more of the following, with or without notice or demand and without limiting the Landlord in the exercise of any right or remedy which the Landlord may have by reason of such default or breach under the law:

a. Terminate Tenant's right to possession of the Premises by any lawful means, in which case Landlord may at Landlord's sole discretion terminate this Lease if Landlord so chooses. Regardless of whether or not Landlord terminates this Lease, Tenant will immediately surrender possession of the Premises to the Landlord. Landlord will be entitled to recover from Tenant immediately upon Tenant's default all damages incurred by Landlord by reason of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting the Premises including necessary renovations and alteration of the Premises, attorney's fees, any real estate commission actually paid to relet the Premises, the total amount of unpaid rent for the remainder of the Term or applicable Renewal Term which shall be accelerated and due and payable in full immediately, and all other amounts and obligations due and owing from Tenant under this Lease for the balance of the Term or applicable Renewal Term which shall be accelerated and due and payable in full immediately.

b. Cure such default or breach at Tenant's expense and the amount of all expenses, including attorney's fees, incurred by the Landlord in curing such default shall be deemed additional rent payable on demand by Tenant.

c. Pursue any other remedy now or hereafter available to the Landlord at law or equity under the applicable laws or judicial decisions of the state where the

LEASE AGREEMENT
Basic Lease Provisions

A. Date of Lease	Nov. 21, 2008
B. Landlord	Rodney Blackwell 1630 5 th Ave., Suite # 514 Moline, IL
C. Tenant	Donna Albert d.b.a. Golden Dreams Homecare 1311 Pinehill Rd. Bettendorf, IA. 52722
D. Leased Premises	1630 5 th Ave., Suite #506 & #508 Moline, IL
E. Term Beginning Ending	January 1, 2009 December 31, 2010
F. Extensions	None
G. Rent Beginning Extension Rent Security Deposit	\$4,080 per year \$340
H. Use of Premises	Office Space
I. Repairs & Maintenance	Tenant pays none
J. Common Area Maintenance	Tenant pays none
K. Utilities	Tenant pays own electricity
L. Real Estate Taxes	Tenant pays none
M. Insurance Property Damage General Liability Any One Person Single Occurrence Excess Liability	 \$500,000 \$500,000 \$500,000 \$500,000 \$500,000
N. Late Charges	\$10.00 per day if not received by the 5 th of each month
O. Special Provisions	Tenant will be given possession on November 21 st , 2008



Landlord Initials



Tenant Initials

LEASE AGREEMENT

THIS LEASE AGREEMENT, executed in duplicate, is made and entered into as of the date listed in Section A of the Basic Lease Provisions, by and between the party listed in Section B of the Basic Lease Provisions, hereinafter called the Landlord, and the party listed in Section C of the Basic Lease Provisions, hereinafter called the Tenant. The Basic Lease Provisions are an integral part of this Lease Agreement and are by this reference incorporated into the terms of this Lease Agreement as if fully set forth in each case.

1. **PREMISES AND TERM:** The Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant and Tenant hereby rents and leases from the Landlord, according to the terms and provisions herein, the premises described in Section D of the Basic Lease Provisions, hereinafter called the Leased Premises.

This lease is made for the term and upon the conditions, covenants and agreements hereinafter specified, and the Landlord and Tenant covenant to keep and perform each and all of the conditions, covenants and agreements hereinafter set forth to be kept and performed by them respectively.

- A. **Term:** The term of this lease shall be for the period specified in Section B of the Basic Lease Provisions.
- B. **Option to Extend:** If Tenant has complied with all terms and conditions of said Lease, Tenant shall have an option to extend this Lease for the additional period(s) (if any) specified in Section F of the Basic Lease Provisions, upon giving to the Landlord a ninety (90) day notice in writing prior to the expiration of the current lease term.

2. RENTAL:

- A. Tenant agrees to pay Landlord as a rental for said term, the amount specified in Section G of the Basic Lease Provisions. Rentals shall be prorated for the first and last months of the term hereof, if the term begins on a day other than the first day of a month, on the basis of a thirty (30) day month. All sums shall be paid at the address of the Landlord, as designated in Section B of the Basic Lease Provisions, or at such other place as the Landlord may, from time to time, designate in writing.
- B. The rental amount during any extension term (if any) shall be the amount specified in Section G of the Basic Lease Provisions.

3. **POSSESSION:** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to the Landlord at the time and date of the close of the lease term, or any extension thereof, except as herein otherwise expressly provided.

4. **USE OF PREMISES:** Tenant covenants and agrees during the term of this lease to use and occupy the Leased Premises only for the purpose(s) specified in Section H of the Basic Lease Provisions, and that it will not suffer or permit any person to use the Leased Premises for any purpose in violation of any laws or ordinances, and will, at all times, comply with and obey such laws and ordinances; and Tenant agrees to indemnify and save harmless the Landlord from any and all claims for damages to persons or property that may arise directly or indirectly from the use, misuse or disuse of the Leased Premises by the Tenant during this lease, except for damages attributable to or caused by Landlord's negligent acts or omissions.

5. **COVENANT OF QUIET ENJOYMENT:** The Landlord does hereby, for itself, its successors and assigns, covenant to and with the Tenant, that the Tenant, paying rent herein reserved and keeping, performing, observing and fulfilling the covenants and agreements in this lease contained on the part of the Tenant to be kept, performed, observed or fulfilled, shall and may peaceably quietly possess and enjoy the Leased Premises for the term hereby granted, and any extension thereof, without any interruption or disturbance whatever by the Landlord or by anyone claiming by, through, against or under the Landlord.

6. **CONDITION, CARE AND MAINTENANCE OF PREMISES:**

A. Tenant takes said Leased Premises in its present condition, "As Is."

B. Tenant's duty of care and maintenance: Tenant shall keep and maintain in good order, condition and repair, the interior of the Leased Premises. Landlord's shall keep and maintain in good order, condition and repair, the exterior of the building, including the roof.

C. Responsibility for the repair and maintenance of the heating, plumbing, ventilating, cooling and electrical systems shall be with the party set forth in Section I of the Basic Lease Provisions. If Section I of the Basic Lease Provisions contains a Dollar Amount Limit then it shall be the responsibility of the Landlord to pay for the costs of repair of the system involved over that Dollar Amount Limit.

D. Any alterations, improvements and repairs made to the interior of the Leased Premises by Tenant shall be at its own cost and expense, after permission therefore first had and obtained from the Landlord, with said permission not to be unreasonably withheld. Any such alterations, improvements or repairs shall be such as not to damage the Leased Premises and Tenant will pay all costs and expenses of such repairs and improvements before any lien or claim of lien is made therefore. Tenant shall not remove from the Leased Premises, unless directed by the Landlord, any such alterations and improvements so placed therein except its trade fixtures, equipment, stock and furniture. If Landlord directs Tenant to remove any improvements or alterations upon termination of the Lease, then Tenant shall do so immediately and shall restore the Leased Premises to their original condition.

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- E. Tenant agrees to keep faucets closed so as to prevent waste of water and flooding of the Leased Premises; to promptly take care of any leakage or stoppage in any of the water, gas or waste pipes in its area. The Tenant agrees to maintain adequate heat to prevent freezing of pipes.
- F. Tenant further agrees it will not allow trash of any kind to accumulate on said Leased Premises, and it will remove same at its own expense. Tenant also agrees to remove snow and ice and other obstacles from the sidewalks on or abutting the Leased Premises and cut the grass as required.

7. **COMMON AREA MAINTENANCE:**

- A. Tenant shall pay its proportional share of the Common Area Maintenance Costs (as defined in Paragraph 7B) as set forth in Section J. of the Basic Lease Provisions. The annual charges for Common Area Maintenance Costs shall be paid in monthly installments on the first day of each calendar month in advance in an amount estimated by Landlord. Within ninety (90) days after the end of each calendar year, Landlord shall furnish Tenant a statement in reasonable detail of the actual Common Area Maintenance Cost paid or incurred by Landlord during such period prepared in accordance with sound accounting practices and thereupon there shall be an adjustment between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the precise amount of Tenant's pro rata share of said Costs for such period.
- B. Common Area Maintenance Costs defined: All costs and expenses of every kind and nature paid or incurred by Landlord during the Lease Term (including appropriate reserves) in operating, managing, equipping, policing (if and to the extent provided by Landlord), protecting, insuring, lighting, repairing, replacing and maintaining the Common Areas and facilities in the Landlord's entire premises. Such costs and expenses shall include, but not be limited to, such maintaining and repairing as shall be required in Landlord's judgment to preserve the utility of the Common Areas in condition and status the same as it was at the time of the completion of the original construction and installation thereof, all costs and expenses of cleaning and removing of rubbish, dirt, debris, snow and ice, premiums for liability and property damage, fire, extended coverage, malicious mischief, vandalism, and any other casualty or risk insurance procured by Landlord in connection with Common Areas, all costs and expenses for supplies, all charges for utility services together with all costs and expenses of maintaining lighting fixtures (including the cost of light bulbs and electric current); reasonable depreciation of equipment, machinery and facilities, rents paid for the leasing of equipment and finance charges paid under any installment purchase of equipment, machinery and facilities, used in the operation of the Common Areas and administrative costs at the rate of fifteen percent (15%) of the total costs of operating and maintaining the Common Areas (except the appropriate reserves); and such other costs as Landlord may reasonably determine are required

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for the proper maintenance of the Common Areas) but there shall be excluded costs of equipment properly chargeable to capital.

8. **UTILITIES:** Tenant shall pay for all utility expenses for the Leased Premises unless otherwise stated in Section K of the Basic Lease Provisions.

9. **PAYMENT OF TAXES:** Landlord shall be responsible for the payment of all real estate taxes, but shall be reimbursed by Tenant for Tenant's pro rata portion as set forth in Section L of the Basic Lease Provisions.

10. **DESTRUCTION BY FIRE OR OTHER CASUALTY:** If Leased Premises shall be partially or wholly damaged or destroyed by fire, windstorm, act of God, or any other cause or casualty, Landlord shall have the option to either rebuild and restore the same promptly or to terminate this lease by written notice delivered to the Tenant within thirty (30) days after such damage or destruction. No rents shall be due or payable hereunder during any period of time when the Leased Premises are untenable but rental shall be paid on a pro rata basis upon the portion of the Leased Premises used as it bears to the whole.

11. **INSURANCE:**

- A. Tenant shall be responsible for the payment of all insurance premiums for the premises.
- B. Tenant agrees to hold harmless said Landlord from any claim for damages for personal injury or property damage directly or indirectly caused by the Tenant's use and occupancy of the Leased Premises. Tenant shall take out and keep in force, during the primary term of this lease or any extension or renewals, property damage insurance and public liability insurance in the amounts of at least those specified in Section M of the Basic Lease Provisions, and said policies, shall name Landlord as an additional insured.

12. **ASSIGNMENT AND SUBLETTING:** Tenant may not assign this lease or sublease any part or all of the Leased Premises without the previous written consent of the Landlord, which consent shall not be unreasonably withheld.

13. **MORTGAGE SUBORDINATION:** Landlord shall have the right to mortgage all of its right, title, interest in said Leased Premises at any time without notice, subject to this lease. Tenant agrees to subordinate this lease to the lien of any mortgage, provided that the holder of the first mortgage shall enter into an agreement with Tenant recognizing Tenant's rights and estate hereunder and agreeing that the rights of Tenant hereunder shall not be terminated or disturbed except in accordance with the provisions of this lease.

Tenant agrees that if the mortgage or any person claiming under the mortgagee shall succeed to the interest of the Landlord in this lease, it will recognize said mortgagee or person as its landlord under the term of this lease.



16. **CONDEMNATION:** If the whole of the Leased Premises is condemned or taken for any public or quasi-public use under any statute, by right of eminent domain or by negotiated purchase in lieu thereof, then this Lease shall automatically terminate and the term hereby granted shall cease on the day prior to the taking of possession by such authority or the vesting of title in such authority, whichever first occurs, and the rent hereunder shall be apportioned and paid to said date, and thereupon both parties shall be relieved of any further obligations hereunder

If a portion of the Leased Premises shall be condemned or taken and, as a result thereof; there shall be such a major change in the character of the leased premises so as to substantially affect potential profitability due to the lack of the entire leased premises as prior to such taking, then in that event, the Tenant shall have the option to terminate this Lease as of the earlier of the date of the taking of possession by the condemning or taking authority or the date prior to the vesting of title in such authority. If Tenant so elects to terminate, it shall give written notice to the Landlord within Thirty (30) days of the date of such taking, and this Lease shall terminate and the rentals provided hereunder shall be apportioned and paid in the same manner as if a total condemnation had occurred.

If Tenant does not elect to terminate this Lease in the event of a partial condemnation or in the event that the portion of the Leased Premises so taken constitutes only a minor change in the character of the leased premises so as not to prevent Tenant from using the same in substantially the same manner as theretofore used, then Tenant shall remain in possession and occupancy of the remaining portion. In that event, the rent reserved to be paid hereunder shall be equitably reduced according to the effect of the diminution of the leased premises upon the potential profitability of such remaining space.

All compensation awarded or paid upon such a total or partial taking of the leased premises shall belong to and be the property of the Landlord without any participation by the Tenant; provided, however, that nothing contained herein shall be construed to preclude the Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceeding for loss of business; depreciation to, damage to, cost of removal of; or the value of stock, trade fixtures, furniture, and other personal property belonging to the Tenant; provided, further, that no such claim of Tenant shall diminish or otherwise adversely effect the Landlord's award or the award of any fee mortgagee.

17. **SIGNS:**

A. Tenant shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the Leased Premises, provided only that:

- (1) any and all signs shall comply with the ordinances of the city or municipality in which the property is located and the laws of the State of Illinois;
- (2) such signs shall not change the structure of the building;
- (3) such signs if and when taken down shall not damage the building; and,

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(4) such signs and their design shall be subject to the written approval of the Landlord; which approval shall not be unreasonably withheld.

- B. Landlord during the last thirty (30) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the Leased Premises a "For Rent" sign and Tenant will permit, at such time, prospective tenants to enter and examine the Leased Premises.

18. **MECHANIC'S LIENS:** Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said Leased Premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish material, service or labor for any building, improvements, alteration, repairs or any part thereof; shall at anytime be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice hereof in advance, to any and all contracts and sub-contractors who may furnish or agree to furnish any such material, service or labor.

19. **LANDLORD'S LIEN AND SECURITY INTEREST;** Said Landlord shall have the lien given by law upon all personal property and all substitutions therefore, owned by Tenant on said Leased Premises. Landlord may proceed at law or in equity with any remedy provided by law or by this lease for the recovery of rent, or for termination for this lease because of Tenant's default in its performance.

20. **RIGHTS CUMULATIVE:** The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any unremedied, unsatisfied or undischarged.

21. **NOTICES AND DEMANDS:** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated under Sections B and C of the Basic Lease Provisions unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box.

22. **LIABILITY:** Landlord shall not be responsible for any damage to any property of Tenant or others contained in the Leased Premises, whether caused by fire or otherwise, or by leakage upon or into the Leased Premises of water, steam, gas or by any breakage of pipes or plumbing; nor for loss of property by theft of otherwise; nor for any damage arising from any act or neglect of any co-tenant or other occupant of the building, or of any owner or occupants of adjoining or contiguous property, except that caused by the neglect of the Landlord.

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14. **TERMINATION OF LEASE AND DEFAULTS OF TENANT:**

A. Termination upon expiration or upon notice of defaults.

(1) This lease shall terminate upon expiration of the original term; or if this lease expressly and in writing provides for any option or options to extend, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.

(2) Upon default in payment of rental herein or upon any other default by Tenant in accordance with the terms and provisions of this lease, this lease may at the option of the Landlord be cancelled and forfeited, PROVIDED HOWEVER~ before any such cancellation and forfeiture except as provided in subparagraph B below, Landlord shall give Tenant a written notice specifying the default, or defaults, and stating that this lease will be cancelled and forfeited Ten (10) calendar days after the giving of such notice, unless such default, or defaults, are remedied within such grace period. (See RIGHTS CUMULATIVE paragraph below.) As an additional optional procedure or as an alternative to the foregoing (and neither exclusive of the other) Landlord may proceed under the LANDLORD'S LIEN AND SECURITY INTEREST paragraph below.

B. Bankruptcy or insolvency of tenant. In the event Tenant is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within Five (5) days from the giving of notice thereof by Landlord to Tenant, then and in any such events, Landlord may, at its option, immediately terminate this lease, re-enter said Leased Premises, upon giving of Ten (10) days written notice by Landlord to Tenant.

C. In A and B above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

D. Acceptance of keys, advertising and re-entering by the Landlord upon the Tenant's default shall be construed only as an effort to mitigate damages by the Landlord, and not as an agreement to terminate this lease.

15. **RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER:**

If default shall be made by either party in their performance of, or compliance with, any of the terms, covenants, or conditions of this lease, and such default shall have continued for Ten (10) days after written notice thereof from one party to the other, the party aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term, covenant or condition, or make good such default and the amount advanced shall be repaid forthwith on demand, together with interest at the rate of ten percent per annum, from date of advance.



Tenant agrees to obtain its own insurance to protect itself against any loss or damage to its property including but not limited to books, periodicals, records, pictures, documents, etc.

23. **WAIVER OF SUBROGATION:** Each of Landlord and Tenant, for themselves and their insurers, hereby release the other from any and all liability for loss or damage caused by fire or the extended coverage casualties, even if brought about by the fault or negligence of the other party, to the extent of the insurance coverage for such loss or damage.

24. **LATE CHARGES ON PAST DUE OBLIGATIONS:** Any amount due to Landlord hereunder that is not paid when due shall be subject to a late charge and shall bear interest as specified in Section N of the Basic Lease Provisions. No payment of such late charges and interest shall excuse or cure any default by Tenant under this lease.

25. **HOLDING OVER:** If Tenant holds possession of the Leased Premises after the term of this lease and any extension thereof; Tenant shall become a tenant from month to month upon the same covenants and agreements as herein in this lease specified, and shall continue to be such tenant until said tenancy shall be terminated by required statutory notices of either party to the other with the sole exception that the monthly rent shall be increased to 150% of the monthly rent during the initial term of this Lease.

26. **BINDING UPON SUCCESSORS:** This lease, and all of the covenants, agreements and warranties herein contained, shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

27. **ATTORNEY'S FEES:** The defaulting party shall be responsible for reasonable attorney's fees and costs incurred as a result of a default by Landlord or Tenant of any of the provisions of this lease, or in the defense of any proceeding to which either Landlord or Tenant is named as a party as a result of the actions of the other.

28. **SEVERABILITY AND GENDER:** My provision of this lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof; and such remaining provisions shall remain in full force and effect.

The term Landlord or Tenant, as herein used, shall apply to the plural, if necessary, and all terms used in the singular, or in any gender, shall apply to the plural or to any other gender, as the context requires.

29. **APPLICABLE LAW:** The provisions of this Lease Agreement shall be governed by and construed according to the laws of the State of Illinois.



IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed the day and year first above written.

Landlord

Tenant





AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (this "**Amendment**") is made as of this 10th day of May, 2010 by and between **Rodney Blackwell** ("**Landlord**"), having an office at 201 N. Harrison Street, Suite 402, Davenport, Iowa 52801 and Donna Albert, d.b.a. Golden Dreams Homecare, having an office at 1630 5th Avenue Suite 506 & 508 Moline, Illinois 61265 ("**Tenant**").

WITNESSETH

WHEREAS, Landlord and Tenant entered into a certain Lease Agreement, dated November 21, 2008 ("**Lease**") relating to certain office space in the building located 1630 5th Avenue, Moline, Illinois (the "**Building**"); and

WHEREAS, Landlord and Tenant now desire to amend certain terms and provisions of the Lease; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, Landlord and Tenant agree as follows:

TERMS

1. MODIFICATION OF LEASE

Effective as of the date of this Amendment, the Lease shall be deemed modified as follows:

- a. **Additional Space.** Tenant agrees to rent an additional approximately 225 Square Feet of space located in Suite 504. Tenant agrees to lease space "As Is". Landlord will not replace carpet or paint or make any other improvements.
- b. **Fixed Rent.** The monthly rent amount will be \$100.00

2. BROKER

Landlord and Tenant covenant, warrant and represent to each other that there was no broker or finder instrumental in consummating the Amendment and that they have had no conversations or negotiations with any broker or finder concerning the Amendment. Landlord and Tenant agree to indemnify and hold each other harmless from and against any claims or suits for a brokerage commission or finder's fee arising out of any conversations or negotiations had

by Tenant or Landlord with any broker or finder in connection with the Amendment.

3. MISCELLANEOUS

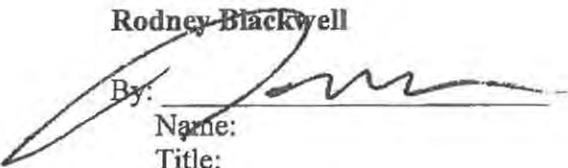
- (a) Except as otherwise provided herein, all of the terms, covenants, conditions and provisions of the Lease shall remain and continue unmodified, in full force and effect and binding upon the parties hereto, their heirs, administrators, executors and their permitted assigns.
- (b) This Amendment may not be changed, modified or cancelled orally.
- (c) This Amendment may be executed in any number of original counterparts, all of which evidence only one agreement.

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IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be duly executed as of the date first written above.

LANDLORD:

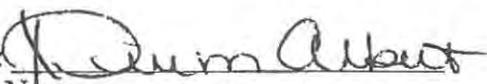
~~Rodney Blackwell~~

By: 

Name:

Title:

TENANT:

By: 

Name: Jim Albert

Title: President

Fax -
563-324-0359

SECOND AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (this "Amendment"), is dated this 5TH day of June, 2014, by and between, **Rodney Blackwell ("Landlord")**, having an office at 201 N Harrison St, #402, Davenport, Iowa 52801 and **Donna Albert, d.b.a. Golden Dreams Homecare**, having an office at 1630 5th Avenue Suite 504, 506 & 508 Moline, Illinois 61265 ("**Tenant**")

WITNESSETH

WHEREAS, Landlord and Tenant entered into a certain Lease Agreement, dated November 21, 2008 ("**Lease**") relating to certain office space in the building located 1630 5th Avenue, Moline, Illinois (the "**Building**") and

WHEREAS, Landlord and Tenant now desire to amend certain terms and provisions of the Lease; and

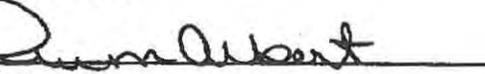
NOW THEREFORE, in consideration of the mutual promises, obligations and covenants contained in the Lease and in this Amendment, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree and contract as follows:

1. Tenant hereby will vacate suite 504 and 506. Tenant agrees to continue to lease suite 508.
2. The rent for unit 508 shall be \$150.00 per month.
- 3.) This will be a month to month lease. Both Tenant and Landlord have the right to terminate this lease with a 30 day advanced written notice.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be made as of the day and year first above written.

TENANT:

Donna Albert

By 

Name:

Title:

LANDLORD:

Rodney Blackwell

By 

Rodney Blackwell

LEASE AGREEMENT
Basic Lease Provisions

A. Date of Lease	8/16/07
B. Landlord	Rodney Blackwell 1630 5 th Ave., Suite # 514 Moline, IL
C. Tenant	Meader Investigations
D. Leased Premises	1630 5 th Ave., Suite #535, Moline, IL
E. Term Beginning Ending	September 1, 2007 August 31, 2008
F. Extensions	None
G. Rent Beginning Security Deposit	\$2,700 per year. \$225
H. Use of Premises	Office Space for Investigations
I. Repairs & Maintenance	Tenant pays none
J. Common Area Maintenance	Tenant pays none
K. Utilities	Tenant pays own electricity
L. Real Estate Taxes	Tenant pays none
M. Insurance Property Damage General Liability Any One Person Single Occurrence Excess Liability	\$500,000 \$500,000 \$500,000 \$500,000 \$500,000
N. Late Charges	\$10.00 per day if not received by the 5 th of each month
O. Special Provisions	Landlord will have carpets cleaned; fix any plaster falling off walls or ceilings and remove glass from window that separates the space.

Landlord Initials

MEM

Tenant Initials

LEASE AGREEMENT

THIS LEASE AGREEMENT, executed in duplicate, is made and entered into as of the date listed in Section A of the Basic Lease Provisions, by and between the party listed in Section B of the Basic Lease Provisions, hereinafter called the Landlord, and the party listed in Section C of the Basic Lease Provisions, hereinafter called the Tenant. The Basic Lease Provisions are an integral part of this Lease Agreement and are by this reference incorporated into the terms of this Lease Agreement as if fully set forth in each case.

1. **PREMISES AND TERM:** The Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant and Tenant hereby rents and leases from the Landlord, according to the terms and provisions herein, the premises described in Section D of the Basic Lease Provisions, hereinafter called the Leased Premises.

This lease is made for the term and upon the conditions, covenants and agreements hereinafter specified, and the Landlord and Tenant covenant to keep and perform each and all of the conditions, covenants and agreements hereinafter set forth to be kept and performed by them respectively.

- A. **Term:** The term of this lease shall be for the period specified in Section E of the Basic Lease Provisions.
- B. **Option to Extend:** If Tenant has complied with all terms and conditions of said Lease, Tenant shall have an option to extend this Lease for the additional period(s) (if any) specified in Section F of the Basic Lease Provisions, upon giving to the Landlord a ninety (90) day notice in writing prior to the expiration of the current lease term.

2. **RENTAL:**

- A. Tenant agrees to pay Landlord as a rental for said term, the amount specified in Section G of the Basic Lease Provisions. Rentals shall be prorated for the first and last months of the term hereof, if the term begins on a day other than the first day of a month, on the basis of a thirty (30) day month. All sums shall be paid at the address of the Landlord, as designated in Section B of the Basic Lease Provisions, or at such other place as the Landlord may, from time to time, designate in writing.
- B. The rental amount during any extension term (if any) shall be the amount specified in Section G of the Basic Lease Provisions.

3. **POSSESSION:** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to the Landlord at the time and date of the close of the lease term, or any extension thereof, except as herein otherwise expressly provided.

4. **USE OF PREMISES:** Tenant covenants and agrees during the term of this lease to use and occupy the Leased Premises only for the purpose(s) specified in Section H of the Basic Lease Provisions, and that it will not suffer or permit any person to use the Leased Premises for any purpose in violation of any laws or ordinances, and will, at all times, comply with and obey such laws and ordinances; and Tenant agrees to indemnify and save harmless the Landlord from any and all claims for damages to persons or property that may arise directly or indirectly from the use, misuse or disuse of the Leased Premises by the Tenant during this lease, except for damages attributable to or caused by Landlord's negligent acts or omissions.

5. **COVENANT OF QUIET ENJOYMENT:** The Landlord does hereby, for itself, its successors and assigns, covenant to and with the Tenant, that the Tenant, paying rent herein reserved and keeping, performing, observing and fulfilling the covenants and agreements in this lease contained on the part of the Tenant to be kept, performed, observed or fulfilled, shall and may peaceably quietly possess and enjoy the Leased Premises for the term hereby granted, and any extension thereof, without any interruption or disturbance whatever by the Landlord or by anyone claiming by, through, against or under the Landlord.

6. **CONDITION, CARE AND MAINTENANCE OF PREMISES:**

- A. Tenant takes said Leased Premises in its present condition, "As Is."
- B. Tenant's duty of care and maintenance: Tenant shall keep and maintain in good order, condition and repair, the interior of the Leased Premises. Landlord's shall keep and maintain in good order, condition and repair, the exterior of the building, including the roof.
- C. Responsibility for the repair and maintenance of the heating, plumbing, ventilating, cooling and electrical systems shall be with the party set forth in Section I of the Basic Lease Provisions. If Section I of the Basic Lease Provisions contains a Dollar Amount Limit then it shall be the responsibility of the Landlord to pay for the costs of repair of the system involved over that Dollar Amount Limit.
- D. Any alterations, improvements and repairs made to the interior of the Leased Premises by Tenant shall be at its own cost and expense, after permission therefore first had and obtained from the Landlord, with said permission not to be unreasonably withheld. Any such alterations, improvements or repairs shall be such as not to damage the Leased Premises and Tenant will pay all costs and expenses of such repairs and improvements before any lien or claim of lien is made therefore. Tenant shall not remove from the Leased Premises, unless directed by the Landlord, any such alterations and improvements so placed therein except its trade fixtures, equipment, stock and furniture. If Landlord directs Tenant to remove any improvements or alterations upon termination of the Lease, then Tenant shall do so immediately and shall restore the Leased Premises to their original condition.

- E. Tenant agrees to keep faucets closed so as to prevent waste of water and flooding of the Leased Premises; to promptly take care of any leakage or stoppage in any of the water, gas or waste pipes in its area. The Tenant agrees to maintain adequate heat to prevent freezing of pipes.
- F. Tenant further agrees it will not allow trash of any kind to accumulate on said Leased Premises, and it will remove same at its own expense. Tenant also agrees to remove snow and ice and other obstacles from the sidewalks on or abutting the Leased Premises and cut the grass as required.

7. COMMON AREA MAINTENANCE:

- A. Tenant shall pay its proportional share of the Common Area Maintenance Costs (as defined in Paragraph 7B) as set forth in Section J. of the Basic Lease Provisions. The annual charges for Common Area Maintenance Costs shall be paid in monthly installments on the first day of each calendar month in advance in an amount estimated by Landlord. Within ninety (90) days after the end of each calendar year, Landlord shall furnish Tenant a statement in reasonable detail of the actual Common Area Maintenance Cost paid or incurred by Landlord during such period prepared in accordance with sound accounting practices and thereupon there shall be an adjustment between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the precise amount of Tenant's pro rata share of said Costs for such period.
- B. Common Area Maintenance Costs defined: All costs and expenses of every kind and nature paid or incurred by Landlord during the Lease Term (including appropriate reserves) in operating, managing, equipping, policing (if and to the extent provided by Landlord), protecting, insuring, lighting, repairing, replacing and maintaining the Common Areas and facilities in the Landlord's entire premises. Such costs and expenses shall include, but not be limited to, such maintaining and repairing as shall be required in Landlord's judgment to preserve the utility of the Common Areas in condition and status the same as it was at the time of the completion of the original construction and installation thereof, all costs and expenses of cleaning and removing of rubbish, dirt, debris, snow and ice, premiums for liability and property damage, fire, extended coverage, malicious mischief, vandalism, and any other casualty or risk insurance procured by Landlord in connection with Common Areas, all costs and expenses for supplies, all charges for utility services together with all costs and expenses of maintaining lighting fixtures (including the cost of light bulbs and electric current); reasonable depreciation of equipment, machinery and facilities, rents paid for the leasing of equipment and finance charges paid under any installment purchase of equipment, machinery and facilities, used in the operation of the Common Areas and administrative costs at the rate of fifteen percent (15%) of the total costs of operating and maintaining the Common Areas (except the appropriate reserves); and such other costs as Landlord may reasonably determine are required

for the proper maintenance of the Common Areas) but there shall be excluded costs of equipment properly chargeable to capital.

8. **UTILITIES:** Tenant shall pay for all utility expenses for the Leased Premises unless otherwise stated in Section K of the Basic Lease Provisions.

9. **PAYMENT OF TAXES:** Landlord shall be responsible for the payment of all real estate taxes, but shall be reimbursed by Tenant for Tenant's pro rata portion as set forth in Section L of the Basic Lease Provisions.

10. **DESTRUCTION BY FIRE OR OTHER CASUALTY:** If Leased Premises shall be partially or wholly damaged or destroyed by fire, windstorm, act of God, or any other cause or casualty, Landlord shall have the option to either rebuild and restore the same promptly or to terminate this lease by written notice delivered to the Tenant within thirty (30) days after such damage or destruction. No rents shall be due or payable hereunder during any period of time when the Leased Premises are untenable but rental shall be paid on a pro rata basis upon the portion of the Leased Premises used as it bears to the whole.

11. **INSURANCE:**

A. Tenant shall be responsible for the payment of all insurance premiums for the premises.

B. Tenant agrees to hold harmless said Landlord from any claim for damages for personal injury or property damage directly or indirectly caused by the Tenant's use and occupancy of the Leased Premises. Tenant shall take out and keep in force, during the primary term of this lease or any extension or renewals, property damage insurance and public liability insurance in the amounts of at least those specified in Section M of the Basic Lease Provisions, and said policies, shall name Landlord as an additional insured,

12. **ASSIGNMENT AND SUBLETTING:** Tenant may not assign this lease or sublease any part or all of the Leased Premises without the previous written consent of the Landlord, which consent shall not be unreasonably withheld.

13. **MORTGAGE SUBORDINATION:** Landlord shall have the right to mortgage all of its right, title, interest in said Leased Premises at any time without notice, subject to this lease. Tenant agrees to subordinate this lease to the lien of any mortgage, provided that the holder of the first mortgage shall enter into an agreement with Tenant recognizing Tenant's rights and estate hereunder and agreeing that the rights of Tenant hereunder shall not be terminated or disturbed except in accordance with the provisions of this lease.

Tenant agrees that if the mortgage or any person claiming under the mortgagee shall succeed to the interest of the Landlord in this lease, it will recognize said mortgagee or person as its landlord under the term of this lease.

14. **TERMINATION OF LEASE AND DEFAULTS OF TENANT:**

A. Termination upon expiration or upon notice of defaults.

(1) This lease shall terminate upon expiration of the original term; or if this lease expressly and in writing provides for any option or options to extend, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.

(2) Upon default in payment of rental herein or upon any other default by Tenant in accordance with the terms and provisions of this lease, this lease may at the option of the Landlord be cancelled and forfeited, PROVIDED HOWEVER~ before any such cancellation and forfeiture except as provided in subparagraph B below, Landlord shall give Tenant a written notice specifying the default, or defaults, and stating that this lease will be cancelled and forfeited Ten (10) calendar days after the giving of such notice, unless such default, or defaults, are remedied within such grace period. (See RIGHTS CUMULATIVE paragraph below.) As an additional optional procedure or as an alternative to the foregoing (and neither exclusive of the other) Landlord may proceed under the LANDLORD'S LIEN AND SECURITY INTEREST paragraph below.

- B. Bankruptcy or insolvency of tenant. In the event Tenant is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within Five (5) days from the giving of notice thereof by Landlord to Tenant, then and in any such events, Landlord may, at its option, immediately terminate this lease, re-enter said Leased Premises, upon giving of Ten (10) days written notice by Landlord to Tenant.
- C. In A and B above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.
- D. Acceptance of keys, advertising and re-entering by the Landlord upon the Tenant's default shall be construed only as an effort to mitigate damages by the Landlord, and not as an agreement to terminate this lease.

15. **RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER:**

If default shall be made by either party in their performance of, or compliance with, any of the terms, covenants, or conditions of this lease, and such default shall have continued for Ten (10) days after written notice thereof from one party to the other, the party aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term, covenant or condition, or make good such default and the amount advanced shall be repaid forthwith on demand, together with interest at the rate of ten percent per annum, from date of advance.

16. **CONDEMNATION:** If the whole of the Leased Premises is condemned or taken for any public or quasi-public use under any statute, by right of eminent domain or by negotiated purchase in lieu thereof, then this Lease shall automatically terminate and the term hereby granted shall cease on the day prior to the taking of possession by such authority or the vesting of title in such authority, whichever first occurs, and the rent hereunder shall be apportioned and paid to said date, and thereupon both parties shall be relieved of any further obligations hereunder

If a portion of the Leased Premises shall be condemned or taken and, as a result thereof, there shall be such a major change in the character of the leased premises so as to substantially affect potential profitability due to the lack of the entire leased premises as prior to such taking, then in that event, the Tenant shall have the option to terminate this Lease as of the earlier of the date of the taking of possession by the condemning or taking authority or the date prior to the vesting of title in such authority. If Tenant so elects to terminate, it shall give written notice to the Landlord within Thirty (30) days of the date of such taking, and this Lease shall terminate and the rentals provided hereunder shall be apportioned and paid in the same manner as if a total condemnation had occurred.

If Tenant does not elect to terminate this Lease in the event of a partial condemnation or in the event that the portion of the Leased Premises so taken constitutes only a minor change in the character of the leased premises so as not to prevent Tenant from using the same in substantially the same manner as theretofore used, then Tenant shall remain in possession and occupancy of the remaining portion. In that event, the rent reserved to be paid hereunder shall be equitably reduced according to the effect of the diminution of the leased premises upon the potential profitability of such remaining space.

All compensation awarded or paid upon such a total or partial taking of the leased premises shall belong to and be the property of the Landlord without any participation by the Tenant; provided, however, that nothing contained herein shall be construed to preclude the Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceeding for loss of business; depreciation to, damage to, cost of removal of; or the value of stock, trade fixtures, furniture, and other personal property belonging to the Tenant; provided, further, that no such claim of Tenant shall diminish or otherwise adversely effect the Landlord's award or the award of any fee mortgagee.

17. **SIGNS:**

A. Tenant shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the Leased Premises, provided only that:

- (1) any and all signs shall comply with the ordinances of the city or municipality in which the property is located and the laws of the State of Illinois;
- (2) such signs shall not change the structure of the building;
- (3) such signs if and when taken down shall not damage the building; and,

(4) such signs and their design shall be subject to the written approval of the Landlord; which approval shall not be unreasonably withheld.

- B. Landlord during the last thirty (30) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the Leased Premises a "For Rent" sign and Tenant will permit, at such time, prospective tenants to enter and examine the Leased Premises.

18. **MECHANIC'S LIENS:** Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said Leased Premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish material, service or labor for any building, improvements, alteration, repairs or any part thereof; shall at anytime be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice hereof in advance, to any and all contracts and sub-contractors who may furnish or agree to furnish any such material, service or labor.

19. **LANDLORD'S LIEN AND SECURITY INTEREST;** Said Landlord shall have the lien given by law upon all personal property and all substitutions therefore, owned by Tenant on said Leased Premises. Landlord may proceed at law or in equity with any remedy provided by law or by this lease for the recovery of rent, or for termination for this lease because of Tenant's default in its performance.

20. **RIGHTS CUMULATIVE:** The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any unremedied, unsatisfied or undischarged.

21. **NOTICES AND DEMANDS:** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated under Sections B and C of the Basic Lease Provisions unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box.

22. **LIABILITY:** Landlord shall not be responsible for any damage to any property of Tenant or others contained in the Leased Premises, whether caused by fire or otherwise, or by leakage upon or into the Leased Premises of water, steam, gas or by any breakage of pipes or plumbing; nor for loss of property by theft or otherwise; nor for any damage arising from any act or neglect of any co-tenant or other occupant of the building, or of any owner or occupants of adjoining or contiguous property, except that caused by the neglect of the Landlord.

Tenant agrees to obtain its own insurance to protect itself against any loss or damage to its property including but not limited to books, periodicals, records, pictures, documents, etc.

23. **WAIVER OF SUBROGATION:** Each of Landlord and Tenant, for themselves and their insurers, hereby release the other from any and all liability for loss or damage caused by fire or the extended coverage casualties, even if brought about by the fault or negligence of the other party, to the extent of the insurance coverage for such loss or damage.

24. **LATE CHARGES ON PAST DUE OBLIGATIONS:** Any amount due to Landlord hereunder that is not paid when due shall be subject to a late charge and shall bear interest as specified in Section N of the Basic Lease Provisions. No payment of such late charges and interest shall excuse or cure any default by Tenant under this lease.

25. **HOLDING OVER:** If Tenant holds possession of the Leased Premises after the term of this lease and any extension thereof; Tenant shall become a tenant from month to month upon the same covenants and agreements as herein in this lease specified, and shall continue to be such tenant until said tenancy shall be terminated by required statutory notices of either party to the other with the sole exception that the monthly rent shall be increased to 150% of the monthly rent during the initial term of this Lease.

26. **BINDING UPON SUCCESSORS:** This lease, and all of the covenants, agreements and warranties herein contained, shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

27. **ATTORNEY'S FEES:** The defaulting party shall be responsible for reasonable attorney's fees and costs incurred as a result of a default by Landlord or Tenant of any of the provisions of this lease, or in the defense of any proceeding to which either Landlord or Tenant is named as a party as a result of the actions of the other.

28. **SEVERABILITY AND GENDER:** My provision of this lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof; and such remaining provisions shall remain in full force and effect.

The term Landlord or Tenant, as herein used, shall apply to the plural, if necessary, and all terms used in the singular, or in any gender, shall apply to the plural or to any other gender, as the context requires.

29. **APPLICABLE LAW:** The provisions of this Lease Agreement shall be governed by and construed according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed the day and year first above written.

Landlord

Tenant

_____

ILLINOIS SELLER/LANDLORD AGENCY DISCLOSURE NOTICE AND CONSENT TO DUAL AGENCY

Mel Foster Co., Inc. of Iowa ("Mel Foster") is pleased to assist you in connection with the sale or lease of Illinois real estate. The following will govern the terms of your relationship with Mel Foster.

Mel Foster designates MICHAEL MINARD ("Designated Agent") as your non-exclusive Designated Agent, for the purpose of representing you in the sale or lease of Illinois real estate. Except for other Mel Foster sales associates designated by you or Mel Foster as your agents, neither Mel Foster nor any other sales associates affiliated with Mel Foster will be acting as your agent. Mel Foster may appoint additional Designated Agents for you from time to time. Mel Foster operates exclusively through Designated Agents with respect to Illinois real estate, and no other agency relationships, except dual agency as explained below, are available through Mel Foster.

You may want to be shown property which is listed by your Designated Agent. In that event, your Designated Agent will undertake a dual representation (represent both the seller/landlord and the buyer/tenant for sale or lease of the property). The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon the Designated Agent's advice and the client's respective interests may be adverse to each other. Your Designated Agent will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that your Designated Agent has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

WHAT YOUR DESIGNATED AGENT CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to Designated Agent.
4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer or tenant compare financing alternatives.
9. Provide information about comparable properties that have sold or leased so both clients may make educated decisions on what price to accept or offer.

WHAT YOUR DESIGNATED AGENT CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Confidential information that Designated Agent may know about the clients, without that client's permission.
2. The price the seller or landlord will take, other than the listing price, without permission of the seller or landlord.
3. The price the buyer or tenant is willing to pay, without permission of the buyer or tenant.
4. A recommended or suggested price the buyer or tenant should offer.
5. A recommended or suggested price the seller or landlord should accept or counter with.

If you are uncomfortable with this disclosure and dual representation, please let your Designated Agent know. You are not required to sign this document unless you want to allow your Designated Agent to proceed as a Dual Agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to your Designated Agent acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary. You also agree to sign a confirmation of any Dual Agency at the time of making an offer to purchase or lease. Buyer or tenant acknowledges receipt of a copy of this document.

It is disclosed that Mel Foster Co. Insurance is owned by Mel Foster Co. Inc.

BUYER/TENANT'S SIGNATURE

DATE

8/16/07

SELLER/LANDLORD'S SIGNATURE

DATE

Tenant Ledger

Winstein Kavensky & Cunningham
224 18th St
Rock Island, IL 61201

Date: 09/07/16
 Tenant Code: winstein
 Property: 5thave
 Unit: 1600
 Status: Current
 Rent: 500.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O) (309) 794-1515
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
01/01/07	Rent (01/2007)	500.00		500.00
02/01/07	Rent (02/2007)	500.00		1,000.00
03/01/07	Rent (03/2007)	500.00		1,500.00
03/14/07	chk# 123809		500.00	1,000.00
03/14/07	chk# 124126		500.00	500.00
03/14/07	chk# 124374		500.00	0.00
03/29/07	chk# 124670		500.00	-500.00
04/01/07	Rent (04/2007)	500.00		0.00
05/01/07	Rent (05/2007)	500.00		500.00
05/01/07	chk# 125072		500.00	0.00
06/01/07	Rent (06/2007)	500.00		500.00
06/04/07	chk# 125420		500.00	0.00
06/29/07	chk# 125624		500.00	-500.00
07/01/07	Rent (07/2007)	500.00		0.00
08/01/07	Rent (08/2007)	500.00		500.00
08/02/07	chk# 125982		500.00	0.00
08/30/07	chk# 126260		500.00	-500.00
09/01/07	Rent (09/2007)	500.00		0.00
10/01/07	Rent (10/2007)	500.00		500.00
10/01/07	chk# 126530		500.00	0.00
10/30/07	chk# 126851		500.00	-500.00
11/01/07	Rent (11/2007)	500.00		0.00
11/27/07	chk# 127105		500.00	-500.00
12/01/07	Rent (12/2007)	500.00		0.00
12/28/07	chk# 127420		500.00	-500.00
01/01/08	Rent (01/2008)	500.00		0.00
02/01/08	Rent (02/2008)	500.00		500.00
02/01/08	chk# 127662		500.00	0.00
02/27/08	chk# 127987		500.00	-500.00
03/01/08	Rent (03/2008)	500.00		0.00
04/01/08	Rent (04/2008)	500.00		500.00
04/03/08	chk# 128294		500.00	0.00
04/29/08	chk# 128570		500.00	-500.00
05/01/08	Rent (05/2008)	500.00		0.00
05/22/08	chk# 128834		500.00	-500.00

CONTINUED

Tenant Ledger

Winstein Kavensky & Cunningham
224 18th St
Rock Island, IL 61201

Date: 09/07/16
 Tenant Code: winstein
 Property: 5thave
 Unit: 1600
 Status: Current
 Rent: 500.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O) (309) 794-1515
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			-500.00
06/01/08	Rent (06/2008)	500.00		0.00
07/01/08	Rent (07/2008)	500.00		500.00
07/01/08	chk# 129200		500.00	0.00
07/30/08	chk# 129479		500.00	-500.00
08/01/08	Rent (08/2008)	500.00		0.00
08/29/08	chk# 129798		500.00	-500.00
09/01/08	Rent (09/2008)	500.00		0.00
10/01/08	Rent (10/2008)	500.00		500.00
10/02/08	chk# 130029		500.00	0.00
10/30/08	chk# 130327		500.00	-500.00
11/01/08	Rent (11/2008)	500.00		0.00
11/26/08	chk# 130532		500.00	-500.00
12/01/08	Rent (12/2008)	500.00		0.00
01/01/09	Rent (01/2009)	500.00		500.00
01/06/09	chk# 130813		500.00	0.00
02/01/09	Rent (02/2009)	500.00		500.00
02/02/09	chk# 131030		500.00	0.00
02/26/09	chk# 131223		500.00	-500.00
03/01/09	Rent (03/2009)	500.00		0.00
04/01/09	Rent (04/2009)	500.00		500.00
04/02/09	chk# 131630		500.00	0.00
04/29/09	chk# 131917		500.00	-500.00
05/01/09	Rent (05/2009)	500.00		0.00
06/01/09	Rent (06/2009)	500.00		500.00
06/04/09	chk# 132205		500.00	0.00
07/01/09	Rent (07/2009)	500.00		500.00
07/01/09	chk# 132498		500.00	0.00
07/28/09	chk# 132777		500.00	-500.00
08/01/09	Rent (08/2009)	500.00		0.00
09/01/09	Rent (09/2009)	500.00		500.00
09/02/09	chk# 133090		500.00	0.00
09/30/09	chk# 133317		500.00	-500.00
10/01/09	Rent (10/2009)	500.00		0.00
11/01/09	Rent (11/2009)	500.00		500.00
11/10/09	chk# 133591		500.00	0.00

CONTINUED

Tenant Ledger

Winstein Kavensky & Cunningham
224 18th St
Rock Island, IL 61201

Date: 09/07/16
 Tenant Code: winstein
 Property: 5thave
 Unit: 1600
 Status: Current
 Rent: 500.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O) (309) 794-1515
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
11/30/09	chk# 133855		500.00	-500.00
12/01/09	Rent (12/2009)	500.00		0.00
12/23/09	chk# 134048		500.00	-500.00
01/01/10	Rent (01/2010)	500.00		0.00
02/01/10	Rent (02/2010)	500.00		500.00
02/01/10	chk# 134366		500.00	0.00
03/01/10	Rent (03/2010)	500.00		500.00
03/10/10	chk# 134567		500.00	0.00
04/01/10	Rent (04/2010)	500.00		500.00
04/09/10	chk# 134895		500.00	0.00
04/27/10	chk# 135132		500.00	-500.00
05/01/10	Rent (05/2010)	500.00		0.00
05/25/10	chk# 135355		500.00	-500.00
06/01/10	Rent (06/2010)	500.00		0.00
06/29/10	chk# 135620		500.00	-500.00
07/01/10	Rent (07/2010)	500.00		0.00
08/01/10	Rent (08/2010)	500.00		500.00
08/01/10	chk# 135839		500.00	0.00
08/31/10	chk# 136107		500.00	-500.00
09/01/10	Rent (09/2010)	500.00		0.00
10/01/10	Rent (10/2010)	500.00		500.00
10/01/10	chk# 136333		500.00	0.00
11/01/10	Rent (11/2010)	500.00		500.00
11/01/10	chk# 136604		500.00	0.00
12/01/10	Rent (12/2010)	500.00		500.00
12/01/10	chk# 136863		500.00	0.00
01/01/11	Rent (01/2011)	500.00		500.00
01/06/11	chk# 137105		500.00	0.00
02/01/11	Rent (02/2011)	500.00		500.00
02/01/11	chk# 137304		500.00	0.00
03/01/11	Rent (03/2011)	500.00		500.00
03/01/11	chk# 137552		500.00	0.00
04/01/11	Rent (04/2011)	500.00		500.00
04/05/11	chk# 137878		500.00	0.00
05/01/11	Rent (05/2011)	500.00		500.00

CONTINUED

Tenant Ledger

Winstein Kavensky & Cunningham
224 18th St
Rock Island, IL 61201

Date: 09/07/16
 Tenant Code: winstein
 Property: 5thave
 Unit: 1600
 Status: Current
 Rent: 500.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O) (309) 794-1515
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			500.00
05/01/11	chk# 138061		500.00	0.00
06/01/11	Rent (06/2011)	500.00		500.00
06/06/11	chk# 138320		500.00	0.00
06/30/11	chk# 138571		500.00	-500.00
07/01/11	Rent (07/2011)	500.00		0.00
07/29/11	chk# 138830		500.00	-500.00
08/01/11	Rent (08/2011)	500.00		0.00
09/01/11	Rent (09/2011)	500.00		500.00
09/02/11	chk# 139117		500.00	0.00
09/30/11	chk# 139300		500.00	-500.00
10/01/11	Rent (10/2011)	500.00		0.00
10/26/11	chk# 139560		500.00	-500.00
11/01/11	Rent (11/2011)	500.00		0.00
11/30/11	chk# 139816		500.00	-500.00
12/01/11	Rent (12/2011)	500.00		0.00
12/28/11	chk# 140047		500.00	-500.00
01/01/12	Rent (01/2012)	500.00		0.00
02/01/12	Rent (02/2012)	500.00		500.00
02/01/12	chk# 140310		500.00	0.00
02/28/12	chk# 140545		500.00	-500.00
03/01/12	Rent (03/2012)	500.00		0.00
03/30/12	chk# 140811		500.00	-500.00
04/01/12	Rent (04/2012)	500.00		0.00
04/30/12	chk# 141043		500.00	-500.00
05/01/12	Rent (05/2012)	500.00		0.00
06/01/12	Rent (06/2012)	500.00		500.00
06/04/12			500.00	0.00
07/01/12	Rent (07/2012)	500.00		500.00
07/01/12			500.00	0.00
08/01/12	Rent (08/2012)	500.00		500.00
08/02/12	chk# 141846		500.00	0.00
08/29/12	chk# 142116 September Rent		500.00	-500.00
09/01/12	Rent (09/2012)	500.00		0.00
09/25/12	chk# 142374 October Rent		500.00	-500.00
10/01/12	Rent (10/2012)	500.00		0.00

CONTINUED

Tenant Ledger

Winstein Kavensky & Cunningham
224 18th St
Rock Island, IL 61201

Date: 09/07/16
 Tenant Code: winstein
 Property: 5thave
 Unit: 1600
 Status: Current
 Rent: 500.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O) (309) 794-1515
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
10/30/12	chk# 142670 November Rent		500.00	-500.00
11/01/12	Rent (11/2012)	500.00		0.00
11/27/12	chk# 142922 December Rent		500.00	-500.00
12/01/12	Rent (12/2012)	500.00		0.00
01/01/13	Rent (01/2013)	500.00		500.00
01/02/13	chk# 143204 January Rent		500.00	0.00
01/30/13	chk# 143526 February Rent		500.00	-500.00
02/01/13	Rent (02/2013)	500.00		0.00
02/26/13	chk# 143811 March Rent		500.00	-500.00
03/01/13	Rent (03/2013)	500.00		0.00
03/26/13	chk# 144127 April Rent		500.00	-500.00
04/01/13	Rent (04/2013)	500.00		0.00
04/30/13	chk# 144472 May Rent		500.00	-500.00
05/01/13	Rent (05/2013)	500.00		0.00
05/30/13	chk# 144754 June Rent		500.00	-500.00
06/01/13	Rent (06/2013)	500.00		0.00
06/26/13	chk# 144989 July Rent		500.00	-500.00
07/01/13	Rent (07/2013)	500.00		0.00
07/23/13	chk# 145213 August Rent		500.00	-500.00
08/01/13	Rent (08/2013)	500.00		0.00
08/27/13	chk# 145475 Sept Rent		500.00	-500.00
09/01/13	Rent (09/2013)	500.00		0.00
10/01/13	Rent (10/2013)	500.00		500.00
10/01/13	chk# 145800 Oct Rent		500.00	0.00
10/29/13	chk# 146097 Nov Rent		500.00	-500.00
11/01/13	Rent (11/2013)	500.00		0.00
11/27/13	chk# 146382 December Rent		500.00	-500.00
12/01/13	Rent (12/2013)	500.00		0.00
01/01/14	Rent (01/2014)	500.00		500.00
01/02/14	chk# 146692 Jan Rent		500.00	0.00
01/28/14	chk# 146903 Feb Rent		500.00	-500.00
02/01/14	Rent (02/2014)	500.00		0.00
02/25/14	chk# 147160 March Rent		500.00	-500.00
03/01/14	Rent (03/2014)	500.00		0.00
03/28/14	chk# 147371 April Rent		500.00	-500.00

CONTINUED

Tenant Ledger

Winstein Kavensky & Cunningham
224 18th St
Rock Island, IL 61201

Date: 09/07/16
 Tenant Code: winstein
 Property: 5thave
 Unit: 1600
 Status: Current
 Rent: 500.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O) (309) 794-1515
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			-500.00
04/01/14	Rent (04/2014)	500.00		0.00
05/01/14	Rent (05/2014)	500.00		500.00
05/02/14	chk# 147705 May Rent		500.00	0.00
06/01/14	Rent (06/2014)	500.00		500.00
06/02/14	chk# 147931 June Rent		500.00	0.00
06/26/14	chk# 14821 July Rent		500.00	-500.00
07/01/14	Rent (07/2014)	500.00		0.00
07/31/14	chk# 148505 Aug Rent		500.00	-500.00
08/01/14	Rent (08/2014)	500.00		0.00
08/26/14	chk# 148722 Sept Rent		500.00	-500.00
09/01/14	Rent (09/2014)	500.00		0.00
09/29/14	chk# 14901 Oct Rent		500.00	-500.00
10/01/14	Rent (10/2014)	500.00		0.00
10/28/14	chk# 149286 Nov Rent		500.00	-500.00
11/01/14	Rent (11/2014)	500.00		0.00
12/01/14	Rent (12/2014)	500.00		500.00
12/02/14	chk# 149517 December Rent		500.00	0.00
01/01/15	Rent (01/2015)	500.00		500.00
01/01/15	Jan Rent		500.00	0.00
02/01/15	Rent (02/2015)	500.00		500.00
02/01/15	chk# 150001 Feb rent		500.00	0.00
02/27/15	chk# 150221 March rent		500.00	-500.00
03/01/15	Rent (03/2015)	500.00		0.00
03/31/15	chk# 150500 April rent		500.00	-500.00
04/01/15	Rent (04/2015)	500.00		0.00
05/01/15	Rent (05/2015)	500.00		500.00
05/04/15	chk# 150723 May		500.00	0.00
06/01/15	Rent (06/2015)	500.00		500.00
06/03/15	chk# 105991 June		500.00	0.00
07/01/15	Rent (07/2015)	500.00		500.00
07/07/15	chk# 151241 July		500.00	0.00
07/30/15	chk# 151457 August		500.00	-500.00
08/01/15	Rent (08/2015)	500.00		0.00
09/01/15	Rent (09/2015)	500.00		500.00
09/03/15	chk# 151694 Sept		500.00	0.00

CONTINUED

Tenant Ledger

Winstein Kavensky & Cunningham
224 18th St
Rock Island, IL 61201

Date: 09/07/16
 Tenant Code: winstein
 Property: 5thave
 Unit: 1600
 Status: Current
 Rent: 500.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O) (309) 794-1515
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
09/30/15	chk# 152047 Oct		500.00	-500.00
10/01/15	Rent (10/2015)	500.00		0.00
10/30/15	chk# 152317 Nov		500.00	-500.00
11/01/15	Rent (11/2015)	500.00		0.00
12/01/15	Rent (12/2015)	500.00		500.00
12/02/15	chk# 152573 Dec.		500.00	0.00
01/01/16	Rent (01/2016)	500.00		500.00
01/05/16	chk# 152795 Jan		500.00	0.00
02/01/16	Rent (02/2016)	500.00		500.00
02/02/16	chk# 152983 Feb		500.00	0.00
02/23/16	chk# 153191 March		500.00	-500.00
03/01/16	Rent (03/2016)	500.00		0.00
03/31/16	chk# 153476 April		500.00	-500.00
04/01/16	Rent (04/2016)	500.00		0.00
05/01/16	Rent (05/2016)	500.00		500.00
05/03/16	chk# 153756 May		500.00	0.00
05/26/16	chk# 153924 June		500.00	-500.00
06/01/16	Rent (06/2016)	500.00		0.00
06/28/16	chk# 154201		500.00	-500.00
07/01/16	Rent (07/2016)	500.00		0.00
07/26/16	chk# 154390		500.00	-500.00
08/01/16	Rent (08/2016)	500.00		0.00
09/01/16	Rent (09/2016)	500.00		500.00
09/01/16	chk# 154650 Sept		500.00	0.00

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	0.00

Tenant Ledger

Mid America Law Offices
5th Avenue Building
1630 5th Ave Suite 514, #200
Moline, IL 61265

Date: 09/07/16
 Tenant Code: midamlaw
 Property: 5thave
 Unit: 200
 Status: Current
 Rent: 665.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
01/01/07	Rent (01/2007)	665.00		665.00
02/01/07	Rent (02/2007)	665.00		1,330.00
03/01/07	Rent (03/2007)	665.00		1,995.00
03/14/07	chk# 16517		665.00	1,330.00
03/14/07	chk# 16535		665.00	665.00
03/14/07	chk# 16547		665.00	0.00
03/28/07	chk# 16567		665.00	-665.00
04/01/07	Rent (04/2007)	665.00		0.00
05/01/07	Rent (05/2007)	665.00		665.00
05/02/07	chk# 16595		665.00	0.00
05/31/07	chk# 16612		665.00	-665.00
06/01/07	Rent (06/2007)	665.00		0.00
06/29/07	chk# 16632		665.00	-665.00
07/01/07	Rent (07/2007)	665.00		0.00
07/30/07	chk# 16643		665.00	-665.00
08/01/07	Rent (08/2007)	665.00		0.00
09/01/07	Rent (09/2007)	665.00		665.00
09/05/07	chk# 16659		665.00	0.00
10/01/07	Rent (10/2007)	665.00		665.00
10/01/07	chk# 16680		665.00	0.00
11/01/07	Rent (11/2007)	665.00		665.00
11/07/07	chk# 16705		665.00	0.00
12/01/07	Rent (12/2007)	665.00		665.00
12/06/07	chk# 16727		665.00	0.00
01/01/08	Rent (01/2008)	665.00		665.00
01/04/08	chk# 16748		665.00	0.00
01/28/08	chk# 16763		665.00	-665.00
02/01/08	Rent (02/2008)	665.00		0.00
02/29/08	chk# 16779		665.00	-665.00
03/01/08	Rent (03/2008)	665.00		0.00
04/01/08	Rent (04/2008)	665.00		665.00
04/03/08	chk# 16809		665.00	0.00
05/01/08	Rent (05/2008)	665.00		665.00
05/05/08	chk# 16841		665.00	0.00
05/30/08	chk# 16859		665.00	-665.00

CONTINUED

Tenant Ledger

**Mid America Law Offices
5th Avenue Building
1630 5th Ave Suite 514, #200
Moline, IL 61265**

Date: 09/07/16
 Tenant Code: midamlaw
 Property: 5thave
 Unit: 200
 Status: Current
 Rent: 665.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			-665.00
06/01/08	Rent (06/2008)	665.00		0.00
06/30/08	chk# 16876		665.00	-665.00
07/01/08	Rent (07/2008)	665.00		0.00
08/01/08	Rent (08/2008)	665.00		665.00
08/04/08	chk# 16901		665.00	0.00
09/01/08	Rent (09/2008)	665.00		665.00
09/08/08	chk# 16926		665.00	0.00
10/01/08	Rent (10/2008)	665.00		665.00
10/06/08	chk# 16950		665.00	0.00
11/01/08	Rent (11/2008)	665.00		665.00
11/04/08	chk# 16970		665.00	0.00
12/01/08	Rent (12/2008)	665.00		665.00
12/04/08	chk# 16985		665.00	0.00
01/01/09	Rent (01/2009)	665.00		665.00
01/08/09	chk# 17001		665.00	0.00
02/01/09	Rent (02/2009)	665.00		665.00
02/04/09	chk# 17018		665.00	0.00
03/01/09	Rent (03/2009)	665.00		665.00
03/03/09	chk# 17054		665.00	0.00
04/01/09	Rent (04/2009)	665.00		665.00
04/06/09	chk# 17078		665.00	0.00
05/01/09	Rent (05/2009)	665.00		665.00
05/04/09	chk# 17096		665.00	0.00
06/01/09	Rent (06/2009)	665.00		665.00
06/03/09	chk# 17110		665.00	0.00
07/01/09	Rent (07/2009)	665.00		665.00
07/10/09	chk# 17130		665.00	0.00
08/01/09	Rent (08/2009)	665.00		665.00
08/03/09	chk# 17145		665.00	0.00
09/01/09	Rent (09/2009)	665.00		665.00
09/02/09	chk# 17161		665.00	0.00
10/01/09	Rent (10/2009)	665.00		665.00
10/02/09	chk# 17178		665.00	0.00
11/01/09	Rent (11/2009)	665.00		665.00
11/10/09	chk# 17191		665.00	0.00

CONTINUED

Tenant Ledger

**Mid America Law Offices
5th Avenue Building
1630 5th Ave Suite 514, #200
Moline, IL 61265**

Date: 09/07/16
 Tenant Code: midamlaw
 Property: 5thave
 Unit: 200
 Status: Current
 Rent: 665.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
12/01/09	Rent (12/2009)	665.00		665.00
12/03/09	chk# 17208		665.00	0.00
01/01/10	Rent (01/2010)	665.00		665.00
01/10/10	chk# 17220		665.00	0.00
02/01/10	Rent (02/2010)	665.00		665.00
02/04/10	chk# 17239		665.00	0.00
03/01/10	Rent (03/2010)	665.00		665.00
03/05/10	chk# 17262		665.00	0.00
04/01/10	Rent (04/2010)	665.00		665.00
04/09/10	chk# 17278		665.00	0.00
05/01/10	Rent (05/2010)	665.00		665.00
05/03/10	chk# 17303		665.00	0.00
05/28/10	chk# 17320		665.00	-665.00
06/01/10	Rent (06/2010)	665.00		0.00
07/01/10	Rent (07/2010)	665.00		665.00
07/01/10	chk# 17337		665.00	0.00
08/01/10	Rent (08/2010)	665.00		665.00
08/04/10	chk# 17353		665.00	0.00
09/01/10	Rent (09/2010)	665.00		665.00
09/09/10	chk# 17375		665.00	0.00
10/01/10	Rent (10/2010)	665.00		665.00
10/01/10	chk# 17389		665.00	0.00
11/01/10	Rent (11/2010)	665.00		665.00
11/05/10	chk# 17414		665.00	0.00
12/01/10	Rent (12/2010)	665.00		665.00
12/01/10	chk# 17432		665.00	0.00
01/01/11	Rent (01/2011)	665.00		665.00
01/06/11	chk# 17449		665.00	0.00
02/01/11	Rent (02/2011)	665.00		665.00
02/01/11	chk# 17471		665.00	0.00
03/01/11	Rent (03/2011)	665.00		665.00
03/04/11	chk# 17484		665.00	0.00
03/28/11	chk# 17500		665.00	-665.00
04/01/11	Rent (04/2011)	665.00		0.00
05/01/11	Rent (05/2011)	665.00		665.00

CONTINUED

Tenant Ledger

**Mid America Law Offices
5th Avenue Building
1630 5th Ave Suite 514, #200
Moline, IL 61265**

Date: 09/07/16
 Tenant Code: midamlaw
 Property: 5thave
 Unit: 200
 Status: Current
 Rent: 665.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			665.00
05/03/11	chk# 17518		665.00	0.00
06/01/11	Rent (06/2011)	665.00		665.00
06/06/11	chk# 17547		665.00	0.00
07/01/11	Rent (07/2011)	665.00		665.00
07/14/11	chk# 17561		665.00	0.00
08/01/11	Rent (08/2011)	665.00		665.00
08/03/11	chk# 17576		665.00	0.00
09/01/11	Rent (09/2011)	665.00		665.00
09/02/11	chk# 17592 Sept Rent		665.00	0.00
09/30/11	chk# 17613		665.00	-665.00
10/01/11	Rent (10/2011)	665.00		0.00
11/01/11	Rent (11/2011)	665.00		665.00
11/04/11	chk# 17634		665.00	0.00
11/30/11	chk# 17650		665.00	-665.00
12/01/11	Rent (12/2011)	665.00		0.00
12/30/11	chk# 17667		665.00	-665.00
01/01/12	Rent (01/2012)	665.00		0.00
02/01/12	Rent (02/2012)	665.00		665.00
02/01/12	chk# 17689		665.00	0.00
02/28/12	chk# 17709		665.00	-665.00
03/01/12	Rent (03/2012)	665.00		0.00
03/28/12	chk# 17730		665.00	-665.00
04/01/12	Rent (04/2012)	665.00		0.00
05/01/12	Rent (05/2012)	665.00		665.00
05/09/12	chk# 17745		665.00	0.00
06/01/12	Rent (06/2012)	665.00		665.00
06/04/12			665.00	0.00
07/01/12	Rent (07/2012)	665.00		665.00
07/17/12			665.00	0.00
08/01/12	Rent (08/2012)	665.00		665.00
08/02/12			665.00	0.00
09/01/12	Rent (09/2012)	665.00		665.00
09/01/12			665.00	0.00
09/28/12	chk# 17820 October Rent		665.00	-665.00
10/01/12	Rent (10/2012)	665.00		0.00

CONTINUED

Tenant Ledger

**Mid America Law Offices
5th Avenue Building
1630 5th Ave Suite 514, #200
Moline, IL 61265**

Date: 09/07/16
 Tenant Code: midamlaw
 Property: 5thave
 Unit: 200
 Status: Current
 Rent: 665.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
10/31/12	chk# 17839 November Rent		665.00	-665.00
11/01/12	Rent (11/2012)	665.00		0.00
12/01/12	Rent (12/2012)	665.00		665.00
12/03/12	chk# 17856 December Rent		665.00	0.00
01/01/13	Rent (01/2013)	665.00		665.00
01/10/13	chk# 17866 January Rent		665.00	0.00
01/30/13	chk# 17882 February Rent		665.00	-665.00
02/01/13	Rent (02/2013)	665.00		0.00
02/26/13	chk# 17891 March Rent		665.00	-665.00
03/01/13	Rent (03/2013)	665.00		0.00
04/01/13	Rent (04/2013)	665.00		665.00
04/02/13	chk# 17906 April Rent		665.00	0.00
05/01/13	Rent (05/2013)	665.00		665.00
05/01/13	chk# 17927 May Rent		665.00	0.00
05/29/13	chk# 17939 June Rent		665.00	-665.00
06/01/13	Rent (06/2013)	665.00		0.00
07/01/13	Rent (07/2013)	665.00		665.00
07/02/13	chk# 17952 July Rent		665.00	0.00
07/24/13	chk# 17960 August Rent		665.00	-665.00
08/01/13	Rent (08/2013)	665.00		0.00
09/01/13	Rent (09/2013)	665.00		665.00
09/03/13	chk# 17972 Sept Rent		665.00	0.00
09/30/13	chk# 17981 Oct rent		665.00	-665.00
10/01/13	Rent (10/2013)	665.00		0.00
10/30/13	chk# 17996 Nov Rent		665.00	-665.00
11/01/13	Rent (11/2013)	665.00		0.00
11/27/13	chk# 18007 December Rent		665.00	-665.00
12/01/13	Rent (12/2013)	665.00		0.00
12/31/13	chk# 18024 Jan Rent		665.00	-665.00
01/01/14	Rent (01/2014)	665.00		0.00
02/01/14	Rent (02/2014)	665.00		665.00
02/03/14	chk# 18036 Feb Rent		665.00	0.00
03/01/14	Rent (03/2014)	665.00		665.00
03/01/14	Lights	31.20		696.20
03/03/14	chk# 18053 March Rent		665.00	31.20

CONTINUED

Tenant Ledger

**Mid America Law Offices
5th Avenue Building
1630 5th Ave Suite 514, #200
Moline, IL 61265**

Date: 09/07/16
 Tenant Code: midamlaw
 Property: 5thave
 Unit: 200
 Status: Current
 Rent: 665.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			31.20
03/24/14	chk# 18067 Lamps/Ballasts		31.20	0.00
04/01/14	Rent (04/2014)	665.00		665.00
04/01/14	chk# 18071 April Rent		665.00	0.00
05/01/14	Rent (05/2014)	665.00		665.00
05/02/14	chk# 18091 May Rent		665.00	0.00
06/01/14	Rent (06/2014)	665.00		665.00
06/05/14	chk# 18105 June Rent		665.00	0.00
07/01/14	Rent (07/2014)	665.00		665.00
07/02/14	chk# 18115 July		665.00	0.00
07/28/14	chk# 18129 August Rent		665.00	-665.00
08/01/14	Rent (08/2014)	665.00		0.00
08/28/14	chk# 18142 Sept rent		665.00	-665.00
09/01/14	Rent (09/2014)	665.00		0.00
09/30/14	chk# 18155 Oct Rent		665.00	-665.00
10/01/14	Rent (10/2014)	665.00		0.00
11/01/14	Rent (11/2014)	665.00		665.00
11/03/14	chk# 18175 Nov Rent		665.00	0.00
11/26/14	chk# 18184 December Rent		665.00	-665.00
12/01/14	Rent (12/2014)	665.00		0.00
01/01/15	Rent (01/2015)	665.00		665.00
01/05/15	chk# 18189 Jan Rent		665.00	0.00
02/01/15	Rent (02/2015)	665.00		665.00
02/01/15	chk# 18198 Feb rent		665.00	0.00
03/01/15	Rent (03/2015)	665.00		665.00
03/03/15			665.00	0.00
04/01/15	Rent (04/2015)	665.00		665.00
04/02/15	chk# 18207		665.00	0.00
05/01/15	Rent (05/2015)	665.00		665.00
05/01/15	chk# 18216 May		665.00	0.00
06/01/15	Rent (06/2015)	665.00		665.00
06/03/15	chk# 18220 June		665.00	0.00
07/01/15	Rent (07/2015)	665.00		665.00
07/07/15	chk# 18225 July		665.00	0.00
07/30/15	chk# 18234 Aug		665.00	-665.00
08/01/15	Rent (08/2015)	665.00		0.00

CONTINUED

Tenant Ledger

**Mid America Law Offices
5th Avenue Building
1630 5th Ave Suite 514, #200
Moline, IL 61265**

Date: 09/07/16
 Tenant Code: midamlaw
 Property: 5thave
 Unit: 200
 Status: Current
 Rent: 665.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
09/01/15	Rent (09/2015)	665.00		665.00
09/03/15	chk# 18247 Sept		665.00	0.00
09/30/15	chk# 18257 Oct		665.00	-665.00
10/01/15	Rent (10/2015)	665.00		0.00
10/29/15	chk# 18259 Nov		665.00	-665.00
11/01/15	Rent (11/2015)	665.00		0.00
11/25/15	chk# 18268 Dec.		665.00	-665.00
12/01/15	Rent (12/2015)	665.00		0.00
12/31/15	chk# 18273		665.00	-665.00
01/01/16	Rent (01/2016)	665.00		0.00
02/01/16	Rent (02/2016)	665.00		665.00
02/02/16	chk# 18276 Feb		665.00	0.00
03/01/16	Rent (03/2016)	665.00		665.00
03/08/16	chk# 18282 March		665.00	0.00
04/01/16	Rent (04/2016)	665.00		665.00
04/01/16	chk# 18287 April		665.00	0.00
05/01/16	Rent (05/2016)	665.00		665.00
05/04/16	chk# 18293 May		665.00	0.00
05/31/16	chk# 18300 June		665.00	-665.00
06/01/16	Rent (06/2016)	665.00		0.00
06/29/16	chk# 18304 July		665.00	-665.00
07/01/16	Rent (07/2016)	665.00		0.00
07/26/16	chk# 18315		665.00	-665.00
08/01/16	Rent (08/2016)	665.00		0.00
09/01/16	Rent (09/2016)	665.00		665.00
09/07/16	chk# 18319 Sept		665.00	0.00

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	0.00

Tenant Ledger

Eden Green Reading Clinic
1630 5th Avenue
Suite 435
Moline, IL 61265

Date: 09/07/16
 Tenant Code: eden
 Property: 5thave
 Unit: 435
 Status: Current
 Rent: 100.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
03/28/07	Rent	100.00		100.00
03/28/07	Rent	100.00		200.00
03/28/07	Rent	100.00		300.00
03/28/07	Rent	100.00		400.00
03/28/07	chk# 18727		400.00	0.00
05/01/07	797-3091	100.00		100.00
06/01/07	797-3091	100.00		200.00
06/06/07	chk# 18845		200.00	0.00
07/01/07	797-3091	100.00		100.00
07/06/07	chk# 18915		100.00	0.00
08/01/07	797-3091	100.00		100.00
08/13/07	chk# 1026		100.00	0.00
09/01/07	797-3091	100.00		100.00
10/01/07	797-3091	100.00		200.00
10/18/07	chk# 1204		400.00	-200.00
11/01/07	797-3091	100.00		-100.00
12/01/07	797-3091	100.00		0.00
01/01/08	797-3091	100.00		100.00
01/10/08	chk# 1396		300.00	-200.00
02/01/08	797-3091	100.00		-100.00
03/01/08	797-3091	100.00		0.00
04/01/08	797-3091	100.00		100.00
04/18/08	chk# 1610		200.00	-100.00
05/01/08	797-3091	100.00		0.00
06/01/08	797-3091	100.00		100.00
06/16/08	chk# 1683		200.00	-100.00
07/01/08	797-3091	100.00		0.00
08/01/08	797-3091	100.00		100.00
08/04/08	chk# 1887		200.00	-100.00
09/01/08	797-3091	100.00		0.00
10/01/08	797-3091	100.00		100.00
10/22/08	chk# 2095		200.00	-100.00
11/01/08	797-3091	100.00		0.00
12/01/08	797-3091	100.00		100.00
12/17/08	chk# 2232		100.00	0.00

CONTINUED

Tenant Ledger

Eden Green Reading Clinic
1630 5th Avenue
Suite 435
Moline, IL 61265

Date: 09/07/16
 Tenant Code: eden
 Property: 5thave
 Unit: 435
 Status: Current
 Rent: 100.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
01/01/09	797-3091	100.00		100.00
01/13/09	chk# 2288		200.00	-100.00
02/01/09	797-3091	100.00		0.00
03/01/09	797-3091	100.00		100.00
04/01/09	797-3091	100.00		200.00
04/13/09	chk# 2494		200.00	0.00
05/01/09	797-3091	100.00		100.00
06/01/09	797-3091	100.00		200.00
07/01/09	797-3091	100.00		300.00
08/01/09	797-3091	100.00		400.00
09/01/09	797-3091	100.00		500.00
09/02/09	chk# 2793		400.00	100.00
10/01/09	797-3091	100.00		200.00
11/01/09	797-3091	100.00		300.00
12/01/09	797-3091	100.00		400.00
01/01/10	797-3091	100.00		500.00
01/10/10	chk# 2882		200.00	300.00
01/10/10	chk# 3058		200.00	100.00
02/01/10	797-3091	100.00		200.00
03/01/10	797-3091	100.00		300.00
04/01/10	797-3091	100.00		400.00
05/01/10	797-3091	100.00		500.00
06/01/10	797-3091	100.00		600.00
06/04/10	chk# 3450		200.00	400.00
07/01/10	797-3091	100.00		500.00
08/01/10	797-3091	100.00		600.00
09/01/10	797-3091	100.00		700.00
10/01/10	797-3091	100.00		800.00
10/19/10	chk# 3778		500.00	300.00
11/01/10	797-3091	100.00		400.00
12/01/10	797-3091	100.00		500.00
12/07/10	chk# 3896		500.00	0.00
01/01/11	797-3091	100.00		100.00
02/01/11	797-3091	100.00		200.00
03/01/11	797-3091	100.00		300.00

CONTINUED

Tenant Ledger

Eden Green Reading Clinic
1630 5th Avenue
Suite 435
Moline, IL 61265

Date: 09/07/16
 Tenant Code: eden
 Property: 5thave
 Unit: 435
 Status: Current
 Rent: 100.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			300.00
04/01/11	797-3091	100.00		400.00
05/01/11	797-3091	100.00		500.00
06/01/11	797-3091	100.00		600.00
06/09/11	chk# 4241		350.00	250.00
07/01/11	797-3091	100.00		350.00
08/01/11	797-3091	100.00		450.00
09/01/11	797-3091	100.00		550.00
10/01/11	797-3091	100.00		650.00
11/01/11	797-3091	100.00		750.00
12/01/11	797-3091	100.00		850.00
12/01/11	chk# 4741		450.00	400.00
01/01/12	797-3091	100.00		500.00
01/03/12	chk# 4837		500.00	0.00
02/01/12	797-3091	100.00		100.00
03/01/12	797-3091	100.00		200.00
03/28/12	chk# 5061		300.00	-100.00
04/01/12	797-3091	100.00		0.00
05/01/12	797-3091	100.00		100.00
06/01/12	797-3091	100.00		200.00
07/01/12	797-3091	100.00		300.00
07/05/12			400.00	-100.00
08/01/12	797-3091	100.00		0.00
09/01/12	797-3091	100.00		100.00
10/01/12	797-3091	100.00		200.00
10/29/12	chk# 5413 Rent		300.00	-100.00
11/01/12	797-3091	100.00		0.00
12/01/12	797-3091	100.00		100.00
01/01/13	797-3091	100.00		200.00
02/01/13	797-3091	100.00		300.00
03/01/13	797-3091	100.00		400.00
04/01/13	797-3091	100.00		500.00
04/08/13	chk# 5889 March and April Rent		200.00	300.00
05/01/13	797-3091	100.00		400.00
06/01/13	797-3091	100.00		500.00
06/20/13	chk# 6062		300.00	200.00

CONTINUED

Tenant Ledger

Eden Green Reading Clinic
1630 5th Avenue
Suite 435
Moline, IL 61265

Date: 09/07/16
 Tenant Code: eden
 Property: 5thave
 Unit: 435
 Status: Current
 Rent: 100.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			200.00
07/01/13	797-3091	100.00		300.00
08/01/13	797-3091	100.00		400.00
09/01/13	Rent (09/2013)	100.00		500.00
10/01/13	797-3091	100.00		600.00
11/01/13	Rent (11/2013)	100.00		700.00
12/01/13	Rent (12/2013)	100.00		800.00
01/01/14	Rent (01/2014)	100.00		900.00
02/01/14	Rent (02/2014)	100.00		1,000.00
03/01/14	Rent (03/2014)	100.00		1,100.00
03/24/14	chk# 6909 March Rent		200.00	900.00
04/01/14	Rent (04/2014)	100.00		1,000.00
05/01/14	Rent (05/2014)	100.00		1,100.00
06/01/14	Rent (06/2014)	100.00		1,200.00
07/01/14	Rent (07/2014)	100.00		1,300.00
08/01/14	Rent (08/2014)	100.00		1,400.00
08/08/14	chk# 7220 July Aug Rent		200.00	1,200.00
09/01/14	Rent (09/2014)	100.00		1,300.00
10/01/14	Rent (10/2014)	100.00		1,400.00
10/07/14	chk# 7380 Rent		200.00	1,200.00
11/01/14	Rent (11/2014)	100.00		1,300.00
12/01/14	Rent (12/2014)	100.00		1,400.00
01/01/15	Rent (01/2015)	100.00		1,500.00
02/01/15	Rent (02/2015)	100.00		1,600.00
02/27/15	chk# 7742		200.00	1,400.00
03/01/15	Rent (03/2015)	100.00		1,500.00
04/01/15	Rent (04/2015)	100.00		1,600.00
05/01/15	Rent (05/2015)	100.00		1,700.00
05/27/15	chk# 8008		300.00	1,400.00
06/01/15	Rent (06/2015)	100.00		1,500.00
07/01/15	Rent (07/2015)	100.00		1,600.00
08/01/15	Rent (08/2015)	100.00		1,700.00
09/01/15	Rent (09/2015)	100.00		1,800.00
09/15/15	chk# 6690		250.00	1,550.00
10/01/15	Rent (10/2015)	100.00		1,650.00
11/01/15	Rent (11/2015)	100.00		1,750.00

CONTINUED

Tenant Ledger

**Eden Green Reading Clinic
1630 5th Avenue
Suite 435
Moline, IL 61265**

Date: 09/07/16
 Tenant Code: eden
 Property: 5thave
 Unit: 435
 Status: Current
 Rent: 100.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			1,750.00
12/01/15	Rent (12/2015)	100.00		1,850.00
01/01/16	Rent (01/2016)	100.00		1,950.00
02/01/16	Rent (02/2016)	100.00		2,050.00
02/02/16	chk# 8327 Feb		250.00	1,800.00
02/02/16	chk# 8358 pmt		200.00	1,600.00
03/01/16	Rent (03/2016)	100.00		1,700.00
04/01/16	Rent (04/2016)	100.00		1,800.00
05/01/16	Rent (05/2016)	100.00		1,900.00
05/26/16	chk# 8646		200.00	1,700.00
06/01/16	Rent (06/2016)	100.00		1,800.00
07/01/16	Rent (07/2016)	100.00		1,900.00
08/01/16	Rent (08/2016)	100.00		2,000.00
09/01/16	Rent (09/2016)	100.00		2,100.00

Current	30 Days	60 Days	90 Days	Amount Due
100.00	100.00	100.00	1,800.00	2,100.00

Tenant Ledger

Monty Meyer
1630 5th Ave
Suite 607, 608
Moline, IL 61265

Date: 09/07/16
 Tenant Code: monty
 Property: 5thave
 Unit: 607
 Status: Current
 Rent: 1,120.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
01/01/07	Rent (01/2007)	566.33		566.33
02/01/07	Rent (02/2007)	566.33		1,132.66
03/01/07	Rent (03/2007)	566.33		1,698.99
03/14/07	chk# 1689		566.33	1,132.66
03/14/07	chk# 1712		566.33	566.33
04/01/07	Rent (04/2007)	566.33		1,132.66
04/02/07	chk# 1739		566.33	566.33
04/02/07			566.33	0.00
04/30/07	chk# 1764		566.33	-566.33
05/01/07	Rent (05/2007)	566.33		0.00
06/01/07	Rent (06/2007)	566.33		566.33
06/01/07	chk# 1800		566.33	0.00
06/29/07	chk# 1826		566.33	-566.33
07/01/07	Rent (07/2007)	566.33		0.00
07/26/07	chk# 1853		566.33	-566.33
08/01/07	Rent (08/2007)	566.33		0.00
08/30/07	chk# 1880		566.33	-566.33
09/01/07	Rent (09/2007)	566.33		0.00
10/01/07	Rent (10/2007)	566.33		566.33
10/01/07	chk# 1909		566.33	0.00
10/31/07	chk# 1937		566.33	-566.33
11/01/07	Rent (11/2007)	566.33		0.00
11/27/07	chk# 1951		566.33	-566.33
12/01/07	Rent (12/2007)	566.33		0.00
01/01/08	Rent (01/2008)	566.33		566.33
01/02/08	chk# 1991		566.33	0.00
02/01/08	Rent (02/2008)	720.00		720.00
02/04/08	chk# 2029		720.00	0.00
03/01/08	Rent	720.00		720.00
03/06/08	chk# 2057		720.00	0.00
04/01/08	Rent (04/2008)	720.00		720.00
04/03/08	chk# 2089		720.00	0.00
05/01/08	Rent (05/2008)	720.00		720.00
05/05/08	chk# 2134		720.00	0.00
06/01/08	Rent (06/2008)	720.00		720.00

CONTINUED

Tenant Ledger

Monty Meyer
1630 5th Ave
Suite 607, 608
Moline, IL 61265

Date: 09/07/16
 Tenant Code: monty
 Property: 5thave
 Unit: 607
 Status: Current
 Rent: 1,120.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			720.00
06/02/08	chk# 2164		720.00	0.00
06/24/08	chk# 2184		720.00	-720.00
07/01/08	Rent (07/2008)	720.00		0.00
07/31/08	chk# 2220		720.00	-720.00
08/01/08	Rent (08/2008)	720.00		0.00
09/01/08	Rent (09/2008)	720.00		720.00
09/02/08	chk# 2247		720.00	0.00
10/01/08	Rent (10/2008)	720.00		720.00
10/02/08	chk# 2276		720.00	0.00
11/01/08	Rent (11/2008)	720.00		720.00
11/03/08	chk# 2305		720.00	0.00
11/26/08	chk# 2334		720.00	-720.00
12/01/08	Rent (12/2008)	720.00		0.00
01/01/09	Rent (01/2009)	720.00		720.00
01/06/09	chk# 2357		720.00	0.00
02/01/09	added more space 2/09 for 153.67	920.00		920.00
02/02/09	chk# 2399		920.00	0.00
03/01/09	added more space 2/09 for 200.00	920.00		920.00
03/03/09	chk# 2432		920.00	0.00
03/31/09	chk# 2466		920.00	-920.00
04/01/09	added more space 2/09 for 200.00	920.00		0.00
05/01/09	added more space 2/09 for 200.00	920.00		920.00
05/01/09	chk# 2512		920.00	0.00
06/01/09	added more space 2/09 for 200.00	720.00		720.00
06/04/09	chk# 2546		720.00	0.00
07/01/09	added more space 2/09 for 200.00	720.00		720.00
07/02/09	chk# 2569		720.00	0.00
07/28/09	chk# 2607		720.00	-720.00
08/01/09	added more space 2/09 for 200.00	720.00		0.00
08/24/09	chk# 2629		720.00	-720.00
09/01/09	added more space 2/09 for 200.00	720.00		0.00
10/01/09	added more space 2/09 for 200.00	720.00		720.00
10/02/09	chk# 2656		720.00	0.00
11/01/09	added more space 2/09 for 200.00	720.00		720.00
11/04/09	chk# 2689		720.00	0.00

CONTINUED

Tenant Ledger

Monty Meyer
1630 5th Ave
Suite 607, 608
Moline, IL 61265

Date: 09/07/16
 Tenant Code: monty
 Property: 5thave
 Unit: 607
 Status: Current
 Rent: 1,120.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
11/23/09	chk# 2708		720.00	-720.00
12/01/09	added more space 2/09 for 200.00	720.00		0.00
01/01/10	added more space 2/09 for 200.00	720.00		720.00
01/10/10	chk# 2755		720.00	0.00
02/01/10	added more space 2/09 for 200.00	920.00		920.00
02/01/10	prorated rent 1/21-1/31	71.00		991.00
02/01/10	chk# 012710		991.00	0.00
03/01/10	added more space 2/09 for 200.00	920.00		920.00
03/01/10	chk# 2820		920.00	0.00
04/01/10	added more space 2/09 for 200.00	920.00		920.00
04/05/10	chk# 2865		920.00	0.00
04/29/10	chk# 2899		720.00	-720.00
05/01/10	Rent	720.00		0.00
05/26/10	chk# 2929		720.00	-720.00
06/01/10	added more space 2/09 for 200.00	720.00		0.00
06/24/10	chk# 2951		720.00	-720.00
07/01/10	added more space 2/09 for 200.00	720.00		0.00
08/01/10	added more space 2/09 for 200.00	720.00		720.00
08/01/10	chk# 2979		720.00	0.00
08/30/10	chk# 3001		720.00	-720.00
09/01/10	added more space 2/09 for 200.00	720.00		0.00
09/23/10	chk# 3023		720.00	-720.00
10/01/10	added more space 2/09 for 200.00	720.00		0.00
10/01/10	chk# 3023		720.00	-720.00
11/01/10	added more space 2/09 for 200.00	720.00		0.00
11/01/10	chk# 3048		720.00	-720.00
11/23/10	chk# 3065		720.00	-1,440.00
12/01/10	added more space 2/09 for 200.00	720.00		-720.00
01/01/11	added more space 2/09 for 200.00	720.00		0.00
01/06/11	chk# 3104		720.00	-720.00
02/01/11	added more space 2/09 for 200.00	720.00		0.00
02/04/11	Rent	38.71		38.71
02/04/11	Rent	920.00		958.71
02/04/11	chk# 3136		958.71	0.00
03/01/11	added more space 2/09 for 200.00	920.00		920.00

CONTINUED

Tenant Ledger

Monty Meyer
1630 5th Ave
Suite 607, 608
Moline, IL 61265

Date: 09/07/16
 Tenant Code: monty
 Property: 5thave
 Unit: 607
 Status: Current
 Rent: 1,120.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			920.00
03/01/11	chk# 3166		920.00	0.00
03/28/11	chk# 3200		920.00	-920.00
04/01/11	added more space 2/09 for 200.00	920.00		0.00
05/01/11	added more space 2/09 for 200.00	720.00		720.00
05/11/11	chk# 3233		720.00	0.00
06/01/11	added more space 2/09 for 200.00	720.00		720.00
06/06/11	chk# 3263		720.00	0.00
06/30/11	chk# 3301		720.00	-720.00
07/01/11	added more space 2/09 for 200.00	720.00		0.00
07/29/11	chk# 3330		720.00	-720.00
08/01/11	added more space 2/09 for 200.00	720.00		0.00
08/25/11	chk# 3353		720.00	-720.00
09/01/11	added more space 2/09 for 200.00	720.00		0.00
09/30/11	chk# 3378		720.00	-720.00
10/01/11	added more space 2/09 for 200.00	720.00		0.00
10/26/11	chk# 3398		720.00	-720.00
11/01/11	added more space 2/09 for 200.00	720.00		0.00
11/30/11	chk# 3422		720.00	-720.00
12/01/11	added more space 2/09 for 200.00	720.00		0.00
12/21/11	chk# 3456		720.00	-720.00
01/01/12	added more space 2/09 for 200.00	720.00		0.00
02/01/12	added more space 2/09 for 200.00	920.00		920.00
02/01/12	chk# 3490		920.00	0.00
02/28/12	chk# 3513		920.00	-920.00
03/01/12	added more space 2/09 for 200.00	920.00		0.00
03/30/12	chk# 3552		920.00	-920.00
04/01/12	added more space 2/09 for 200.00	920.00		0.00
05/01/12	added more space 2/09 for 200.00	720.00		720.00
05/02/12	chk# 3581		720.00	0.00
06/01/12	added more space 2/09 for 200.00	720.00		720.00
06/04/12			720.00	0.00
07/01/12	added more space 2/09 for 200.00	720.00		720.00
07/02/12			720.00	0.00
07/31/12			720.00	-720.00
08/01/12	added more space 2/09 for 200.00	720.00		0.00

CONTINUED

Tenant Ledger

Monty Meyer
1630 5th Ave
Suite 607, 608
Moline, IL 61265

Date: 09/07/16
 Tenant Code: monty
 Property: 5thave
 Unit: 607
 Status: Current
 Rent: 1,120.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
08/29/12	chk# 3693 September REnt		720.00	-720.00
09/01/12	added more space 2/09 for 200.00	720.00		0.00
09/26/12	chk# 3715 October Rent		720.00	-720.00
10/01/12	added more space 2/09 for 200.00	720.00		0.00
10/29/12	chk# 3742 November Rent		720.00	-720.00
11/01/12	added more space 2/09 for 200.00	720.00		0.00
11/26/12	chk# 3757 December Rent		720.00	-720.00
12/01/12	added more space 2/09 for 200.00	720.00		0.00
12/26/12	chk# 3780 January Rent		720.00	-720.00
01/01/13	added more space 2/09 for 200.00	720.00		0.00
01/18/13	Rent	90.32		90.32
01/28/13	chk# 3809 Feb Rent		1,010.32	-920.00
02/01/13	Rent (02/2013)	200.00		-720.00
02/01/13	added more space 2/09 for 200.00	720.00		0.00
02/28/13	chk# 3844 March Rent		920.00	-920.00
03/01/13	Rent (03/2013)	200.00		-720.00
03/01/13	added more space 2/09 for 200.00	720.00		0.00
03/26/13	chk# 3878 April Rent		920.00	-920.00
04/01/13	Rent (04/2013)	200.00		-720.00
04/01/13	added more space 2/09 for 200.00	720.00		0.00
04/29/13	chk# 3917 April Rent		920.00	-920.00
05/01/13	added more space 2/09 for 200.00	720.00		-200.00
05/24/13	chk# 3949 June Rent		920.00	-1,120.00
06/01/13	added more space 2/09 for 200.00	720.00		-400.00
06/25/13	chk# 3981 June Rent		720.00	-1,120.00
07/01/13	added more space 2/09 for 200.00	720.00		-400.00
07/24/13	chk# 4012 July Rent		720.00	-1,120.00
08/01/13	added more space 2/09 for 200.00	720.00		-400.00
08/29/13	chk# 4034 August Rent		720.00	-1,120.00
09/01/13	Rent (09/2013)	720.00		-400.00
09/24/13	chk# 4052 Oct Rent		720.00	-1,120.00
10/01/13	added more space 2/09 for 200.00	720.00		-400.00
10/24/13	chk# 4083 Nov Rent		720.00	-1,120.00
11/01/13	Rent (11/2013)	720.00		-400.00
11/25/13	chk# 4102 December Rent		720.00	-1,120.00

CONTINUED

Tenant Ledger

Monty Meyer
1630 5th Ave
Suite 607, 608
Moline, IL 61265

Date: 09/07/16
 Tenant Code: monty
 Property: 5thave
 Unit: 607
 Status: Current
 Rent: 1,120.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			-1,120.00
12/01/13	Rent (12/2013)	720.00		-400.00
12/26/13	chk# 4131 December Rent		720.00	-1,120.00
12/31/13	Additional Rent for May and June 2013	400.00		-720.00
01/01/14	Rent (01/2014)	720.00		0.00
01/28/14	Jan Room 606	200.00		200.00
01/28/14	Jan Room 613 (13 Days)	83.87		283.87
01/28/14	Feb Rent Room 606	200.00		483.87
01/28/14	Feb Rent Room 613	200.00		683.87
01/28/14	chk# 4168 Jan/Feb Rooms 606/613 & Feb Rent 607		1,403.87	-720.00
02/01/14	Rent (02/2014)	720.00		0.00
03/01/14	Rent (03/2014)	720.00		720.00
03/03/14	Rent Room 606	200.00		920.00
03/03/14	Rent 613	200.00		1,120.00
03/03/14	chk# 4188 March Rent		1,120.00	0.00
03/28/14	Rental of 606 April	200.00		200.00
03/28/14	Rental of 613 for April	200.00		400.00
03/28/14	chk# 4219 April Rent		1,120.00	-720.00
04/01/14	Rent (04/2014)	720.00		0.00
05/01/14	Rent (05/2014)	720.00		720.00
05/01/14	May Rent of 606	200.00		920.00
05/01/14	May Rent of 613	200.00		1,120.00
05/05/14	chk# 4255 May Rent		1,120.00	0.00
06/01/14	Rent (06/2014)	720.00		720.00
06/05/14	Rent of room 606	200.00		920.00
06/05/14	chk# 4285 June Rent		920.00	0.00
06/26/14			920.00	-920.00
07/01/14	Rent (07/2014)	720.00		-200.00
07/28/14	Rent room 606	200.00		0.00
07/28/14	chk# 4339 July Rent		920.00	-920.00
08/01/14	Rent (08/2014)	720.00		-200.00
08/01/14	Rent	200.00		0.00
08/22/14	chk# 4358 Sept Rent		920.00	-920.00
09/01/14	Rent (09/2014)	720.00		-200.00
09/01/14	Rent Room 606	200.00		0.00
09/22/14	Room 606 Rent	200.00		200.00

CONTINUED

Tenant Ledger

Monty Meyer
1630 5th Ave
Suite 607, 608
Moline, IL 61265

Date: 09/07/16
 Tenant Code: monty
 Property: 5thave
 Unit: 607
 Status: Current
 Rent: 1,120.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			200.00
09/22/14	chk# 4380 Oct Rent		920.00	-720.00
10/01/14	Rent (10/2014)	720.00		0.00
10/28/14	Room 606 Rent	200.00		200.00
10/28/14	chk# 4408 November Rent		920.00	-720.00
11/01/14	Rent (11/2014)	720.00		0.00
11/24/14	chk# 4428 December Rent		920.00	-920.00
11/25/14	Room 606 Rent	200.00		-720.00
12/01/14	Rent (12/2014)	720.00		0.00
12/23/14	Room 606 Rent	200.00		200.00
12/23/14	chk# 4449 Jan Rent		920.00	-720.00
01/01/15	Rent (01/2015)	720.00		0.00
02/01/15	Rent (02/2015)	920.00		920.00
02/01/15	Add'l rent for tax season	309.68		1,229.68
02/01/15	chk# 4486 Feb rent		1,229.68	0.00
02/27/15	chk# 4515 March rent		1,120.00	-1,120.00
03/01/15	Rent (03/2015)	200.00		-920.00
03/01/15	Rent (03/2015)	920.00		0.00
03/24/15	chk# 4555 April rent		1,120.00	-1,120.00
04/01/15	Rent (04/2015)	200.00		-920.00
04/01/15	Rent (04/2015)	920.00		0.00
05/01/15	Rent (05/2015)	200.00		200.00
05/01/15	Rent (05/2015)	920.00		1,120.00
05/01/15	chk# 4586 May		1,120.00	0.00
05/28/15	chk# 4621 June rent		1,120.00	-1,120.00
06/01/15	Rent (06/2015)	200.00		-920.00
06/01/15	Rent (06/2015)	920.00		0.00
06/26/15	chk# 4651 July rent		1,120.00	-1,120.00
07/01/15	Rent (07/2015)	200.00		-920.00
07/01/15	Rent (07/2015)	920.00		0.00
07/28/15	chk# 4686 August rent		1,120.00	-1,120.00
08/01/15	Rent (08/2015)	200.00		-920.00
08/01/15	Rent (08/2015)	920.00		0.00
09/01/15	Rent (09/2015)	200.00		200.00
09/01/15	Rent (09/2015)	920.00		1,120.00
09/03/15	chk# 5012 Sept		1,120.00	0.00

CONTINUED

Tenant Ledger

Monty Meyer
1630 5th Ave
Suite 607, 608
Moline, IL 61265

Date: 09/07/16
 Tenant Code: monty
 Property: 5thave
 Unit: 607
 Status: Current
 Rent: 1,120.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
09/24/15	chk# 5041 Oct		1,120.00	-1,120.00
10/01/15	Rent (10/2015)	200.00		-920.00
10/01/15	Rent (10/2015)	920.00		0.00
10/29/15	chk# 5066 Nov		1,120.00	-1,120.00
11/01/15	Rent (11/2015)	200.00		-920.00
11/01/15	Rent (11/2015)	920.00		0.00
11/25/15	chk# 5101 Dec		1,120.00	-1,120.00
12/01/15	Rent (12/2015)	200.00		-920.00
12/01/15	Rent (12/2015)	920.00		0.00
12/23/15	chk# 5134 Jan.		1,120.00	-1,120.00
01/01/16	Rent (01/2016)	200.00		-920.00
01/01/16	Rent (01/2016)	920.00		0.00
02/01/16	Rent (02/2016)	200.00		200.00
02/01/16	Rent (02/2016)	920.00		1,120.00
02/02/16	chk# 5172 Feb		1,120.00	0.00
02/22/16	chk# 5196 March		1,120.00	-1,120.00
03/01/16	Rent (03/2016)	200.00		-920.00
03/01/16	Rent (03/2016)	920.00		0.00
03/28/16	chk# 5232 April		1,120.00	-1,120.00
04/01/16	Rent (04/2016)	200.00		-920.00
04/01/16	Rent (04/2016)	920.00		0.00
05/01/16	Rent (05/2016)	200.00		200.00
05/01/16	Rent (05/2016)	920.00		1,120.00
05/03/16	chk# 5291 May		1,120.00	0.00
05/27/16	chk# 5322 June		1,120.00	-1,120.00
06/01/16	Rent (06/2016)	200.00		-920.00
06/01/16	Rent (06/2016)	920.00		0.00
07/01/16	Rent (07/2016)	200.00		200.00
07/01/16	Rent (07/2016)	920.00		1,120.00
07/01/16	chk# 5354 July		1,120.00	0.00
07/26/16	chk# 5385		1,120.00	-1,120.00
08/01/16	Rent (08/2016)	200.00		-920.00
08/01/16	Rent (08/2016)	920.00		0.00
08/25/16	chk# 5412 Sept.		1,120.00	-1,120.00
09/01/16	Rent (09/2016)	200.00		-920.00

CONTINUED

Tenant Ledger

Monty Meyer
1630 5th Ave
Suite 607, 608
Moline, IL 61265

Date: 09/07/16
 Tenant Code: monty
 Property: 5thave
 Unit: 607
 Status: Current
 Rent: 1,120.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			-920.00
09/01/16	Rent (09/2016)	920.00		0.00

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	0.00

Tenant Ledger

Advanced Insurance
1630 5th Ave, Suite 625
Moline, IL 61265

Date: 09/07/16
 Tenant Code: advins
 Property: 5thave
 Unit: 625
 Status: Current
 Rent: 525.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O) (309) 762-3333
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
01/01/07	Rent (01/2007)	500.00		500.00
02/01/07	Rent (02/2007)	500.00		1,000.00
03/01/07	Rent (03/2007)	500.00		1,500.00
03/14/07	chk# 1483		500.00	1,000.00
03/14/07	chk# 1513		500.00	500.00
03/14/07	chk# 1544		500.00	0.00
04/01/07	Rent (04/2007)	500.00		500.00
04/11/07	chk# 1592		500.00	0.00
05/01/07	Rent (05/2007)	500.00		500.00
05/15/07	chk# 1630		500.00	0.00
06/01/07	Rent (06/2007)	500.00		500.00
06/12/07	chk# 1666		500.00	0.00
07/01/07	Rent (07/2007)	500.00		500.00
07/23/07	chk# 1703		500.00	0.00
08/01/07	Rent (08/2007)	500.00		500.00
08/13/07	chk# 1732		500.00	0.00
09/01/07	Rent (09/2007)	500.00		500.00
09/10/07	chk# 1758		500.00	0.00
10/01/07	Rent (10/2007)	500.00		500.00
10/07/07	chk# 1788		500.00	0.00
11/01/07	Rent (11/2007)	500.00		500.00
11/09/07	chk# 1825		500.00	0.00
12/01/07	Rent (12/2007)	500.00		500.00
12/14/07	chk# 1862		500.00	0.00
01/01/08	Rent (01/2008)	500.00		500.00
01/10/08	chk# 1897		500.00	0.00
02/01/08	Rent (02/2008)	500.00		500.00
02/11/08	chk# 1930		500.00	0.00
03/01/08	Rent (03/2008)	500.00		500.00
03/12/08	chk# 1968		500.00	0.00
04/01/08	Rent (04/2008)	500.00		500.00
04/09/08	chk# 1999		500.00	0.00
05/01/08	Rent (05/2008)	500.00		500.00
05/08/08	chk# 2033		500.00	0.00
06/01/08	Rent (06/2008)	500.00		500.00

CONTINUED

Tenant Ledger

Advanced Insurance
1630 5th Ave, Suite 625
Moline, IL 61265

Date: 09/07/16
 Tenant Code: advins
 Property: 5thave
 Unit: 625
 Status: Current
 Rent: 525.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O) (309) 762-3333
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			500.00
06/09/08	chk# 2059		500.00	0.00
07/01/08	Rent (07/2008)	500.00		500.00
07/23/08	chk# 2099		500.00	0.00
08/01/08	Rent (08/2008)	500.00		500.00
08/26/08	chk# 2126		500.00	0.00
09/01/08	Rent (09/2008)	500.00		500.00
09/22/08	chk# 2155		500.00	0.00
10/01/08	Rent (10/2008)	500.00		500.00
10/10/08	chk# 2189		500.00	0.00
11/01/08	Rent (11/2008)	500.00		500.00
12/01/08	Rent (12/2008)	500.00		1,000.00
12/22/08	chk# 2266		525.00	475.00
01/01/09	Rent (01/2009)	500.00		975.00
02/01/09	Rent (02/2009)	500.00		1,475.00
02/09/09	chk# 2317		525.00	950.00
03/01/09	Rent (03/2009)	500.00		1,450.00
04/01/09	Rent (04/2009)	500.00		1,950.00
04/10/09			1,050.00	900.00
05/01/09	Rent (05/2009)	500.00		1,400.00
06/01/09	Rent (06/2009)	500.00		1,900.00
06/04/09	chk# 2438		525.00	1,375.00
06/23/09	chk# 2464		525.00	850.00
07/01/09	Rent (07/2009)	500.00		1,350.00
08/01/09	Rent (08/2009)	500.00		1,850.00
09/01/09	Rent (09/2009)	500.00		2,350.00
10/01/09	Rent (10/2009)	500.00		2,850.00
11/01/09	Rent (11/2009)	500.00		3,350.00
12/01/09	Rent (12/2009)	500.00		3,850.00
01/01/10	Rent (01/2010)	500.00		4,350.00
01/15/10	chk# 2679		525.00	3,825.00
02/01/10	Rent (02/2010)	500.00		4,325.00
02/08/10	chk# 2704		525.00	3,800.00
03/01/10	Rent (03/2010)	500.00		4,300.00
03/15/10	chk# 2737		525.00	3,775.00
04/01/10	Rent (04/2010)	500.00		4,275.00

CONTINUED

Tenant Ledger

Advanced Insurance
1630 5th Ave, Suite 625
Moline, IL 61265

Date: 09/07/16
 Tenant Code: advins
 Property: 5thave
 Unit: 625
 Status: Current
 Rent: 525.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O) (309) 762-3333
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			4,275.00
04/07/10	chk# 2766		525.00	3,750.00
05/01/10	Rent (05/2010)	500.00		4,250.00
05/10/10	chk# 2803		525.00	3,725.00
06/01/10	Rent (06/2010)	500.00		4,225.00
06/24/10	chk# 2846		525.00	3,700.00
07/01/10	Rent (07/2010)	500.00		4,200.00
08/01/10	Rent (08/2010)	500.00		4,700.00
08/09/10	chk# 2893		525.00	4,175.00
09/01/10	Rent (09/2010)	500.00		4,675.00
09/10/10	chk# 2930		525.00	4,150.00
10/01/10	Rent (10/2010)	500.00		4,650.00
11/01/10	Rent (11/2010)	500.00		5,150.00
11/01/10	chk# 2973		525.00	4,625.00
11/22/10	chk# 3007		525.00	4,100.00
12/01/10	Rent (12/2010)	500.00		4,600.00
01/01/11	Rent (01/2011)	500.00		5,100.00
01/12/11	chk# 3057		525.00	4,575.00
02/01/11	Rent (02/2011)	500.00		5,075.00
02/23/11	chk# 3078		525.00	4,550.00
03/01/11	Rent (03/2011)	500.00		5,050.00
04/01/11	Rent (04/2011)	500.00		5,550.00
05/01/11	Rent (05/2011)	500.00		6,050.00
05/03/11	chk# 3151		525.00	5,525.00
06/01/11	Rent (06/2011)	500.00		6,025.00
06/06/11	chk# 3172		525.00	5,500.00
06/23/11	chk# 3196		525.00	4,975.00
07/01/11	Rent (07/2011)	500.00		5,475.00
07/20/11	chk# 3217		525.00	4,950.00
08/01/11	Rent (08/2011)	500.00		5,450.00
08/30/11	chk# 3255		525.00	4,925.00
09/01/11	Rent (09/2011)	500.00		5,425.00
09/30/11	chk# 3283		525.00	4,900.00
10/01/11	Rent (10/2011)	500.00		5,400.00
10/28/11	chk# 3305		525.00	4,875.00
11/01/11	Rent (11/2011)	500.00		5,375.00

CONTINUED

Tenant Ledger

Advanced Insurance
1630 5th Ave, Suite 625
Moline, IL 61265

Date: 09/07/16
 Tenant Code: advins
 Property: 5thave
 Unit: 625
 Status: Current
 Rent: 525.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O) (309) 762-3333
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			5,375.00
12/01/11	Rent (12/2011)	500.00		5,875.00
12/09/11	chk# 3342		525.00	5,350.00
01/01/12	Rent (01/2012)	500.00		5,850.00
02/01/12	Rent (02/2012)	500.00		6,350.00
03/01/12	Rent (03/2012)	500.00		6,850.00
03/26/12	chk# 3429		525.00	6,325.00
04/01/12	Rent (04/2012)	500.00		6,825.00
04/17/12			525.00	6,300.00
05/01/12	Rent (05/2012)	500.00		6,800.00
06/01/12	Rent (06/2012)	500.00		7,300.00
07/01/12	Rent (07/2012)	500.00		7,800.00
07/10/12			525.00	7,275.00
08/01/12	Rent (08/2012)	500.00		7,775.00
09/01/12	Rent (09/2012)	500.00		8,275.00
10/01/12	Rent (10/2012)	500.00		8,775.00
11/01/12	Rent (11/2012)	500.00		9,275.00
12/01/12	Rent (12/2012)	500.00		9,775.00
01/01/13	Rent (01/2013)	500.00		10,275.00
02/01/13	Rent (02/2013)	500.00		10,775.00
03/01/13	Rent (03/2013)	500.00		11,275.00
04/01/13	Rent (04/2013)	500.00		11,775.00
05/01/13	Rent (05/2013)	500.00		12,275.00
06/01/13	Rent (06/2013)	500.00		12,775.00
07/01/13	Rent (07/2013)	500.00		13,275.00
08/01/13	Rent (08/2013)	500.00		13,775.00
09/01/13	Rent (09/2013)	500.00		14,275.00
10/01/13	Rent (10/2013)	500.00		14,775.00
11/01/13	Rent (11/2013)	500.00		15,275.00
12/01/13	Rent (12/2013)	500.00		15,775.00
01/01/14	Rent (01/2014)	500.00		16,275.00
02/01/14	Rent (02/2014)	500.00		16,775.00
03/01/14	Rent (03/2014)	500.00		17,275.00
04/01/14	Rent (04/2014)	500.00		17,775.00
04/07/14	chk# 3981 Rent		550.00	17,225.00
05/01/14	Rent (05/2014)	500.00		17,725.00

CONTINUED

Tenant Ledger

Advanced Insurance
1630 5th Ave, Suite 625
Moline, IL 61265

Date: 09/07/16
 Tenant Code: advins
 Property: 5thave
 Unit: 625
 Status: Current
 Rent: 525.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O) (309) 762-3333
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			17,725.00
06/01/14	Rent (06/2014)	500.00		18,225.00
07/01/14	Rent (07/2014)	500.00		18,725.00
08/01/14	Rent (08/2014)	500.00		19,225.00
09/01/14	Rent (09/2014)	500.00		19,725.00
10/01/14	Rent (10/2014)	500.00		20,225.00
11/01/14	Rent (11/2014)	500.00		20,725.00
12/01/14	Rent (12/2014)	500.00		21,225.00
01/01/15	Rent (01/2015)	500.00		21,725.00
02/01/15	Rent (02/2015)	500.00		22,225.00
03/01/15	Rent (03/2015)	500.00		22,725.00
04/01/15	Rent (04/2015)	500.00		23,225.00
05/01/15	Rent (05/2015)	500.00		23,725.00
06/01/15	Rent (06/2015)	500.00		24,225.00
07/01/15	Rent (07/2015)	500.00		24,725.00
08/01/15	Rent (08/2015)	500.00		25,225.00
09/01/15	Rent (09/2015)	500.00		25,725.00
10/01/15	Rent (10/2015)	500.00		26,225.00
11/01/15	Rent (11/2015)	500.00		26,725.00
12/01/15	Rent (12/2015)	500.00		27,225.00
01/01/16	Rent (01/2016)	500.00		27,725.00
02/01/16	Rent (02/2016)	500.00		28,225.00
03/01/16	Rent (03/2016)	500.00		28,725.00
03/21/16	chk# 4026 Feb, March 2016		1,050.00	27,675.00
04/01/16	Rent (04/2016)	525.00		28,200.00
04/04/16	April		525.00	27,675.00
04/07/16	chk# 1001 rent		10,000.00	17,675.00
05/01/16	Rent (05/2016)	525.00		18,200.00
05/12/16	chk# 1975 May- ACH into WFMT account, wrote che		525.00	17,675.00
06/01/16	Rent (06/2016)	525.00		18,200.00
06/10/16	chk# online June		525.00	17,675.00
06/21/16	Per agreement - paid \$10k and forgave ba	-17,675.00		0.00
07/01/16	Rent (07/2016)	525.00		525.00
07/18/16	chk# ACH		525.00	0.00
08/01/16	Rent (08/2016)	525.00		525.00
08/12/16	chk# online August		525.00	0.00

CONTINUED

Tenant Ledger

Advanced Insurance
1630 5th Ave, Suite 625
Moline, IL 61265

Date: 09/07/16
 Tenant Code: advins
 Property: 5thave
 Unit: 625
 Status: Current
 Rent: 525.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O) (309) 762-3333
 Tel# (H)

Date	Description	Charges	Payments	Balance
09/01/16	Balance Forward Rent (09/2016)	525.00		0.00 525.00

Current	30 Days	60 Days	90 Days	Amount Due
525.00	0.00	0.00	0.00	525.00

Tenant Ledger

Pamela Taylor
1630 5th Ave
Suite 706
Moline, IL 61265

Date: 09/07/16
 Tenant Code: taylor
 Property: 5thave
 Unit: 706
 Status: Current
 Rent: 400.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O) (309) 797-3271
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			173.33
11/20/09	chk# 4137		400.00	-226.67
12/01/09	Rent (12/2009)	400.00		173.33
01/01/10	Rent (01/2010)	400.00		573.33
01/10/10	chk# 4162		400.00	173.33
01/29/10	chk# 4173		400.00	-226.67
02/01/10	Rent (02/2010)	400.00		173.33
02/26/10	chk# 4187		400.00	-226.67
03/01/10	Rent (03/2010)	400.00		173.33
04/01/10	Rent (04/2010)	400.00		573.33
04/05/10	chk# 4214		400.00	173.33
04/28/10	chk# 4236		400.00	-226.67
05/01/10	Rent (05/2010)	400.00		173.33
06/01/10	Rent (06/2010)	400.00		573.33
06/04/10	chk# 4259		400.00	173.33
06/23/10	chk# 4278		400.00	-226.67
07/01/10	Rent (07/2010)	400.00		173.33
08/01/10	Rent (08/2010)	400.00		573.33
08/02/10	chk# 4313		400.00	173.33
08/31/10	chk# 4332		400.00	-226.67
09/01/10	Rent (09/2010)	400.00		173.33
10/01/10	Rent (10/2010)	400.00		573.33
10/01/10	chk# 4347		400.00	173.33
11/01/10	Rent (11/2010)	400.00		573.33
11/01/10	chk# 4370		400.00	173.33
11/22/10	chk# 4379		400.00	-226.67
12/01/10	Rent (12/2010)	400.00		173.33
01/01/11	Rent (01/2011)	400.00		573.33
01/12/11	chk# 4409		400.00	173.33
02/01/11	Rent (02/2011)	400.00		573.33
02/04/11	chk# 4425		400.00	173.33
03/01/11	Rent (03/2011)	400.00		573.33
03/04/11	chk# 4444		400.00	173.33
03/28/11	chk# 4461		400.00	-226.67
04/01/11	Rent (04/2011)	400.00		173.33
05/01/11	Rent (05/2011)	400.00		573.33

CONTINUED

Tenant Ledger

**Pamela Taylor
1630 5th Ave
Suite 706
Moline, IL 61265**

Date: 09/07/16
 Tenant Code: taylor
 Property: 5thave
 Unit: 706
 Status: Current
 Rent: 400.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O) (309) 797-3271
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			573.33
05/06/11	chk# 4484		400.00	173.33
06/01/11	Rent (06/2011)	400.00		573.33
06/06/11	chk# 4505		400.00	173.33
06/30/11	chk# 4527		400.00	-226.67
07/01/11	Rent (07/2011)	400.00		173.33
07/20/11	chk# 4543		400.00	-226.67
08/01/11	Rent (08/2011)	400.00		173.33
08/29/11	chk# 4555		400.00	-226.67
09/01/11	Rent (09/2011)	400.00		173.33
10/01/11	Rent (10/2011)	400.00		573.33
10/05/11	chk# 4580		400.00	173.33
10/31/11	chk# 4596		400.00	-226.67
11/01/11	Rent (11/2011)	400.00		173.33
12/01/11	Rent (12/2011)	400.00		573.33
12/05/11	chk# 4615		400.00	173.33
12/16/11	chk# 4630		400.00	-226.67
01/01/12	Rent (01/2012)	400.00		173.33
02/01/12	Rent (02/2012)	400.00		573.33
02/13/12	chk# 4658		400.00	173.33
03/01/12	Rent (03/2012)	400.00		573.33
03/06/12	chk# 4681		400.00	173.33
04/01/12	Rent (04/2012)	400.00		573.33
04/03/12	chk# 4702		400.00	173.33
05/01/12	Rent (05/2012)	400.00		573.33
05/09/12	chk# 4718		400.00	173.33
06/01/12	Rent (06/2012)	400.00		573.33
06/04/12			400.00	173.33
07/01/12	Rent (07/2012)	400.00		573.33
07/05/12			400.00	173.33
08/01/12	Rent (08/2012)	400.00		573.33
08/02/12	chk# 4780		400.00	173.33
09/01/12	Rent (09/2012)	400.00		573.33
09/04/12			400.00	173.33
09/20/12	chk# 4805 October Rent		400.00	-226.67
10/01/12	Rent (10/2012)	400.00		173.33

CONTINUED

Tenant Ledger

Pamela Taylor
1630 5th Ave
Suite 706
Moline, IL 61265

Date: 09/07/16
 Tenant Code: taylor
 Property: 5thave
 Unit: 706
 Status: Current
 Rent: 400.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O) (309) 797-3271
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			173.33
10/31/12	chk# 4824 November Rent		400.00	-226.67
11/01/12	Rent (11/2012)	400.00		173.33
12/01/12	Rent (12/2012)	400.00		573.33
12/04/12	chk# 4840 December Rent		400.00	173.33
01/01/13	Rent (01/2013)	400.00		573.33
01/02/13	chk# 4850 January Rent		400.00	173.33
02/01/13	Rent (02/2013)	400.00		573.33
02/05/13	chk# 4868 February Rent		400.00	173.33
03/01/13	Rent (03/2013)	400.00		573.33
03/01/13	chk# 4881 March Rent		400.00	173.33
04/01/13	Rent (04/2013)	400.00		573.33
04/01/13	chk# 4899 April Rent		400.00	173.33
05/01/13	Rent (05/2013)	400.00		573.33
05/02/13	chk# 4916 May Rent		400.00	173.33
06/01/13	Rent (06/2013)	400.00		573.33
06/03/13	chk# 4931 June Rent		400.00	173.33
07/01/13	Rent (07/2013)	400.00		573.33
07/01/13	chk# 4946 July Rent		400.00	173.33
07/23/13	chk# 4959 August Rent		400.00	-226.67
08/01/13	Rent (08/2013)	400.00		173.33
08/22/13	chk# 4981 Sept Rent		400.00	-226.67
09/01/13	Rent (09/2013)	400.00		173.33
10/01/13	Rent (10/2013)	400.00		573.33
10/01/13	chk# 4989 Oct Rent		400.00	173.33
10/30/13	chk# 5004 Nov Rent		400.00	-226.67
11/01/13	Rent (11/2013)	400.00		173.33
12/01/13	Rent (12/2013)	400.00		573.33
12/02/13	chk# 5022 Dec Rent		400.00	173.33
01/01/14	Rent (01/2014)	400.00		573.33
01/01/14	adjustment	-173.33		400.00
01/02/14	chk# 5037 Jan Rent		400.00	0.00
02/01/14	Rent (02/2014)	400.00		400.00
02/03/14	chk# 5058 Feb Rent		400.00	0.00
03/01/14	Rent (03/2014)	400.00		400.00
03/03/14	chk# 5076 March Rent		400.00	0.00

CONTINUED

Tenant Ledger

Pamela Taylor
1630 5th Ave
Suite 706
Moline, IL 61265

Date: 09/07/16
 Tenant Code: taylor
 Property: 5thave
 Unit: 706
 Status: Current
 Rent: 400.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O) (309) 797-3271
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
04/01/14	Rent (04/2014)	400.00		400.00
04/01/14	chk# 5100 April Rent		400.00	0.00
05/01/14	Rent (05/2014)	400.00		400.00
05/02/14	chk# 5120 May Rent		400.00	0.00
06/01/14	Rent (06/2014)	400.00		400.00
06/02/14	chk# 5142 June Rent		400.00	0.00
07/01/14	Rent (07/2014)	400.00		400.00
07/02/14	chk# 5165 July		400.00	0.00
08/01/14	Rent (08/2014)	400.00		400.00
08/04/14	chk# 5184 August & Sept Rent		800.00	-400.00
09/01/14	Rent (09/2014)	400.00		0.00
10/01/14	Rent (10/2014)	400.00		400.00
10/01/14	chk# 5211 Oct		400.00	0.00
11/01/14	Rent (11/2014)	400.00		400.00
11/03/14	chk# 5229 Nov Rent		400.00	0.00
12/01/14	Rent (12/2014)	400.00		400.00
01/01/15	Rent (01/2015)	400.00		800.00
01/05/15	chk# 5258 Jan Rent		400.00	400.00
02/01/15	Rent (02/2015)	400.00		800.00
02/04/15	chk# 5277 Feb rent		400.00	400.00
03/01/15	Rent (03/2015)	400.00		800.00
03/01/15	chk# 5240		400.00	400.00
03/03/15	chk# 5289 March rent		400.00	0.00
04/01/15	Rent (04/2015)	400.00		400.00
04/02/15	chk# 5309		400.00	0.00
05/01/15	Rent (05/2015)	400.00		400.00
05/01/15	chk# 5326 May		400.00	0.00
06/01/15	Rent (06/2015)	400.00		400.00
06/03/15	chk# 5342 June		400.00	0.00
07/01/15	Rent (07/2015)	400.00		400.00
07/07/15	chk# 5359 July		400.00	0.00
07/31/15	chk# 5378 August		400.00	-400.00
08/01/15	Rent (08/2015)	400.00		0.00
09/01/15	Rent (09/2015)	400.00		400.00
09/01/15	chk# 5389 Sept		400.00	0.00

CONTINUED

Tenant Ledger

Pamela Taylor
1630 5th Ave
Suite 706
Moline, IL 61265

Date: 09/07/16
 Tenant Code: taylor
 Property: 5thave
 Unit: 706
 Status: Current
 Rent: 400.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O) (309) 797-3271
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
10/01/15	Rent (10/2015)	400.00		400.00
10/02/15	chk# 5404 Oct		400.00	0.00
10/30/15	chk# 5411 November Rent		400.00	-400.00
11/01/15	Rent (11/2015)	400.00		0.00
11/30/15	chk# 5422 Dec.		400.00	-400.00
12/01/15	Rent (12/2015)	400.00		0.00
01/01/16	Rent (01/2016)	400.00		400.00
01/05/16	chk# 5438 Jan		400.00	0.00
02/01/16	Rent (02/2016)	400.00		400.00
02/02/16	chk# 5452 Feb		400.00	0.00
02/29/16	chk# 5463 March		400.00	-400.00
03/01/16	Rent (03/2016)	400.00		0.00
03/31/16	chk# 5476 April		400.00	-400.00
04/01/16	Rent (04/2016)	400.00		0.00
05/01/16	Rent (05/2016)	400.00		400.00
05/03/16	chk# 5492 May		400.00	0.00
05/31/16	chk# 5503 June		400.00	-400.00
06/01/16	Rent (06/2016)	400.00		0.00
07/01/16	Rent (07/2016)	400.00		400.00
07/01/16	chk# 5523 July		400.00	0.00
08/01/16	Rent (08/2016)	400.00		400.00
08/01/16	chk# 5537 Pam Taylor		400.00	0.00
09/01/16	Rent (09/2016)	400.00		400.00
09/01/16	chk# 5544 Sept		400.00	0.00

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	0.00

Tenant Ledger

David Bybee Branch
 5th Avenue Building
 1630 5th Ave Suite 514, #803
 Moline, IL 61265

Date: 09/07/16
 Tenant Code: bybee
 Property: 5thave
 Unit: 803
 Status: Current
 Rent: 250.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
01/01/07	Rent (01/2007)	250.00		250.00
03/01/07	Rent (03/2007)	250.00		500.00
03/14/07	Rent	250.00		750.00
03/14/07	chk# 4716		250.00	500.00
03/14/07	chk# 4740		250.00	250.00
03/14/07	chk# 4740		250.00	0.00
03/30/07	chk# 4756		250.00	-250.00
04/01/07	Rent (04/2007)	250.00		0.00
05/01/07	Rent (05/2007)	250.00		250.00
05/01/07	chk# 4780		250.00	0.00
06/01/07	Rent (06/2007)	250.00		250.00
06/04/07	chk# 4792		250.00	0.00
07/01/07	Rent (07/2007)	250.00		250.00
07/06/07	chk# 4829		250.00	0.00
08/01/07	Rent (08/2007)	250.00		250.00
08/02/07	chk# 4838		250.00	0.00
09/01/07	Rent (09/2007)	250.00		250.00
09/07/07	chk# 4849		250.00	0.00
10/01/07	Rent (10/2007)	250.00		250.00
10/04/07	chk# 4863		250.00	0.00
11/01/07	Rent (11/2007)	250.00		250.00
11/06/07	chk# 4894		250.00	0.00
12/01/07	Rent (12/2007)	250.00		250.00
12/04/07	chk# 4906		250.00	0.00
01/01/08	Rent (01/2008)	250.00		250.00
01/02/08	chk# 4913		250.00	0.00
02/01/08	Rent (02/2008)	250.00		250.00
02/01/08	chk# 4932		250.00	0.00
03/01/08	Rent (03/2008)	250.00		250.00
03/06/08	chk# 4940		250.00	0.00
04/01/08	Rent (04/2008)	250.00		250.00
04/07/08	chk# 4963		250.00	0.00
05/01/08	Rent (05/2008)	250.00		250.00
05/05/08	chk# 4969		250.00	0.00
06/01/08	Rent (06/2008)	250.00		250.00

CONTINUED

Tenant Ledger

**David Bybee Branch
5th Avenue Building
1630 5th Ave Suite 514, #803
Moline, IL 61265**

Date: 09/07/16
 Tenant Code: bybee
 Property: 5thave
 Unit: 803
 Status: Current
 Rent: 250.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			250.00
06/04/08	chk# 4978		250.00	0.00
07/01/08	Rent (07/2008)	250.00		250.00
07/02/08	chk# 4995		250.00	0.00
07/30/08	chk# 5016		250.00	-250.00
08/01/08	Rent (08/2008)	250.00		0.00
09/01/08	Rent (09/2008)	250.00		250.00
09/08/08	chk# 5028		250.00	0.00
10/01/08	Rent (10/2008)	250.00		250.00
10/02/08	chk# 5049		250.00	0.00
11/01/08	Rent (11/2008)	250.00		250.00
11/05/08	chk# 5066		250.00	0.00
12/01/08	Rent (12/2008)	250.00		250.00
12/01/08	chk# 5072		250.00	0.00
01/01/09	Rent (01/2009)	250.00		250.00
01/06/09	chk# 5083		250.00	0.00
01/27/09	chk# 5100 FEB RENT		250.00	-250.00
02/01/09	Rent (02/2009)	250.00		0.00
03/01/09	Rent (03/2009)	250.00		250.00
03/06/09	chk# 5106		250.00	0.00
03/27/09	chk# 5118		250.00	-250.00
04/01/09	Rent (04/2009)	250.00		0.00
05/01/09	Rent (05/2009)	250.00		250.00
05/04/09	chk# 5142		250.00	0.00
06/01/09	Rent (06/2009)	250.00		250.00
06/03/09	chk# 5154		250.00	0.00
07/01/09	Rent (07/2009)	250.00		250.00
07/10/09	chk# 5187		250.00	0.00
08/01/09	Rent (08/2009)	250.00		250.00
08/07/09	chk# 5194		250.00	0.00
09/01/09	Rent (09/2009)	250.00		250.00
09/03/09	chk# 5205		250.00	0.00
10/01/09	Rent (10/2009)	250.00		250.00
10/07/09	chk# 5211		250.00	0.00
11/01/09	Rent (11/2009)	250.00		250.00
11/12/09	chk# 5248		250.00	0.00

CONTINUED

Tenant Ledger

David Bybee Branch
5th Avenue Building
1630 5th Ave Suite 514, #803
Moline, IL 61265

Date: 09/07/16
 Tenant Code: bybee
 Property: 5thave
 Unit: 803
 Status: Current
 Rent: 250.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
12/01/09	Rent (12/2009)	250.00		250.00
12/03/09	chk# 5260		250.00	0.00
01/01/10	Rent (01/2010)	250.00		250.00
01/10/10	chk# 5270		250.00	0.00
02/01/10	Rent (02/2010)	250.00		250.00
02/01/10	chk# 5292		250.00	0.00
03/01/10	Rent (03/2010)	250.00		250.00
03/15/10	chk# 5302		250.00	0.00
04/01/10	Rent (04/2010)	250.00		250.00
04/07/10	chk# 5310		250.00	0.00
05/01/10	Rent (05/2010)	250.00		250.00
05/03/10	chk# 5329		250.00	0.00
06/01/10	Rent (06/2010)	250.00		250.00
06/04/10	chk# 5337		250.00	0.00
07/01/10	Rent (07/2010)	250.00		250.00
07/01/10	chk# 5359		250.00	0.00
08/01/10	Rent (08/2010)	250.00		250.00
08/05/10	chk# 5379		250.00	0.00
09/01/10	Rent (09/2010)	250.00		250.00
09/09/10	chk# 5394		250.00	0.00
10/01/10	Rent (10/2010)	250.00		250.00
10/06/10	chk# 5404		250.00	0.00
11/01/10	Rent (11/2010)	250.00		250.00
11/01/10	chk# 5443		250.00	0.00
12/01/10	Rent (12/2010)	250.00		250.00
12/07/10	chk# 5451		250.00	0.00
01/01/11	Rent (01/2011)	250.00		250.00
01/12/11	chk# 5464		250.00	0.00
02/01/11	Rent (02/2011)	250.00		250.00
02/04/11	chk# 5484		250.00	0.00
03/01/11	Rent (03/2011)	250.00		250.00
03/01/11	chk# 5492		250.00	0.00
04/01/11	Rent (04/2011)	250.00		250.00
04/05/11	chk# 5501		250.00	0.00
05/01/11	Rent (05/2011)	250.00		250.00

CONTINUED

Tenant Ledger

**David Bybee Branch
5th Avenue Building
1630 5th Ave Suite 514, #803
Moline, IL 61265**

Date: 09/07/16
 Tenant Code: bybee
 Property: 5thave
 Unit: 803
 Status: Current
 Rent: 250.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			250.00
05/03/11	chk# 5525		250.00	0.00
06/01/11	Rent (06/2011)	250.00		250.00
06/06/11	chk# 5535		250.00	0.00
06/30/11	chk# 5556		250.00	-250.00
07/01/11	Rent (07/2011)	250.00		0.00
08/01/11	Rent (08/2011)	250.00		250.00
08/04/11	chk# 5570		250.00	0.00
09/01/11	Rent (09/2011)	250.00		250.00
09/06/11	chk# 5580 Sept Rent		250.00	0.00
09/30/11	chk# 5588		250.00	-250.00
10/01/11	Rent (10/2011)	250.00		0.00
10/31/11	chk# 5623		250.00	-250.00
11/01/11	Rent (11/2011)	250.00		0.00
12/01/11	Rent (12/2011)	250.00		250.00
12/09/11	chk# 5630		250.00	0.00
01/01/12	Rent (01/2012)	250.00		250.00
01/10/12	chk# 5645		250.00	0.00
02/01/12	Rent (02/2012)	250.00		250.00
02/10/12	chk# 5651		250.00	0.00
03/01/12	Rent (03/2012)	250.00		250.00
03/13/12	chk# 5656		250.00	0.00
04/01/12	Rent (04/2012)	250.00		250.00
04/03/12	chk# 5661		250.00	0.00
05/01/12	Rent (05/2012)	250.00		250.00
05/09/12	chk# 5683		250.00	0.00
06/01/12	Rent (06/2012)	250.00		250.00
06/18/12			250.00	0.00
07/01/12	Rent (07/2012)	250.00		250.00
07/02/12			250.00	0.00
08/01/12	Rent (08/2012)	250.00		250.00
08/20/12			250.00	0.00
08/29/12	chk# 5736 September Rent		250.00	-250.00
09/01/12	Rent (09/2012)	250.00		0.00
09/24/12	chk# 5757 Rent		250.00	-250.00
10/01/12	Rent (10/2012)	250.00		0.00

CONTINUED

Tenant Ledger

David Bybee Branch
5th Avenue Building
1630 5th Ave Suite 514, #803
Moline, IL 61265

Date: 09/07/16
 Tenant Code: bybee
 Property: 5thave
 Unit: 803
 Status: Current
 Rent: 250.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
11/01/12	Rent (11/2012)	250.00		250.00
11/02/12	chk# 5776 November Rent		250.00	0.00
12/01/12	Rent (12/2012)	250.00		250.00
12/04/12	chk# 5783 December Rent		250.00	0.00
01/01/13	Rent (01/2013)	250.00		250.00
01/02/13	chk# 5790 January Rent		250.00	0.00
02/01/13	Rent (02/2013)	250.00		250.00
02/05/13	chk# 5810		250.00	0.00
03/01/13	Rent (03/2013)	250.00		250.00
03/08/13	chk# 5822 March Rent		250.00	0.00
04/01/13	Rent (04/2013)	250.00		250.00
04/02/13	chk# 5838 April Rent		250.00	0.00
05/01/13	Rent (05/2013)	250.00		250.00
05/07/13	chk# 5853 May Rent		250.00	0.00
05/31/13	chk# 5859 June Rent		250.00	-250.00
06/01/13	Rent (06/2013)	250.00		0.00
07/01/13	Rent (07/2013)	250.00		250.00
07/01/13	chk# 5877 July Rent		250.00	0.00
07/31/13	chk# 5892 August Rent		250.00	-250.00
08/01/13	Rent (08/2013)	250.00		0.00
09/01/13	Rent (09/2013)	250.00		250.00
09/03/13	chk# 5897 Sept rent		250.00	0.00
10/01/13	Rent (10/2013)	250.00		250.00
10/02/13	chk# 5902 Oct Rent		250.00	0.00
10/30/13	chk# 5931 Nov Rent		250.00	-250.00
11/01/13	Rent (11/2013)	250.00		0.00
12/01/13	Rent (12/2013)	250.00		250.00
12/04/13	chk# 5936 December Rent		250.00	0.00
12/31/13	chk# 5942 Jan Rent		250.00	-250.00
01/01/14	Rent (01/2014)	250.00		0.00
01/29/14	chk# 5963 Feb Rent		250.00	-250.00
02/01/14	Rent (02/2014)	250.00		0.00
03/01/14	Rent (03/2014)	250.00		250.00
03/05/14	chk# 5973 March Rent		250.00	0.00
04/01/14	Rent (04/2014)	250.00		250.00

CONTINUED

Tenant Ledger

**David Bybee Branch
5th Avenue Building
1630 5th Ave Suite 514, #803
Moline, IL 61265**

Date: 09/07/16
 Tenant Code: bybee
 Property: 5thave
 Unit: 803
 Status: Current
 Rent: 250.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			250.00
04/03/14	chk# 5979 April Rent		250.00	0.00
05/01/14	Rent (05/2014)	250.00		250.00
05/02/14	chk# 6003 May Rent		250.00	0.00
06/01/14	Rent (06/2014)	250.00		250.00
06/03/14	chk# 6012 June Rent		250.00	0.00
07/01/14	Rent (07/2014)	250.00		250.00
07/02/14	chk# 6024 July		250.00	0.00
08/01/14	Rent (08/2014)	250.00		250.00
08/01/14	chk# 6050 Aug Rent		250.00	0.00
08/22/14	chk# 6055 Sept Rent		250.00	-250.00
09/01/14	Rent (09/2014)	250.00		0.00
10/01/14	Rent (10/2014)	250.00		250.00
10/03/14	chk# 6083 Oct		250.00	0.00
11/01/14	Rent (11/2014)	250.00		250.00
11/03/14	chk# 6098 Nov Rent		250.00	0.00
12/01/14	Rent (12/2014)	250.00		250.00
12/01/14	chk# 6101 Dec Rent		250.00	0.00
01/01/15	Rent (01/2015)	250.00		250.00
01/05/15	chk# 6110 Jan Rent		250.00	0.00
02/01/15	Rent (02/2015)	250.00		250.00
02/05/15	chk# 6127 Feb rent		250.00	0.00
03/01/15	Rent (03/2015)	250.00		250.00
03/09/15	chk# 6133 March rent		250.00	0.00
04/01/15	Rent (04/2015)	250.00		250.00
04/02/15	chk# 6137		250.00	0.00
05/01/15	Rent (05/2015)	250.00		250.00
05/04/15	chk# 6150 May		250.00	0.00
06/01/15	Rent (06/2015)	250.00		250.00
06/05/15	chk# 6158 June		250.00	0.00
07/01/15	Rent (07/2015)	250.00		250.00
07/07/15	chk# 6175 July		250.00	0.00
08/01/15	Rent (08/2015)	250.00		250.00
08/01/15	Aug		250.00	0.00
09/01/15	Rent (09/2015)	250.00		250.00
09/03/15	chk# 6198 Sept		250.00	0.00

CONTINUED

Tenant Ledger

**David Bybee Branch
5th Avenue Building
1630 5th Ave Suite 514, #803
Moline, IL 61265**

Date: 09/07/16
 Tenant Code: bybee
 Property: 5thave
 Unit: 803
 Status: Current
 Rent: 250.00
 Deposit: 0.00
 Move In Date: 01/01/05
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
10/01/15	Rent (10/2015)	250.00		250.00
10/02/15	chk# 6205 Oct		250.00	0.00
10/29/15	chk# 6217 Nov		250.00	-250.00
11/01/15	Rent (11/2015)	250.00		0.00
12/01/15	Rent (12/2015)	250.00		250.00
12/03/15	chk# 6224 Dec.		250.00	0.00
01/01/16	Rent (01/2016)	250.00		250.00
01/05/16	chk# 6233 Jan		250.00	0.00
02/01/16	Rent (02/2016)	250.00		250.00
02/02/16	chk# 6251 Feb		250.00	0.00
02/24/16	chk# 6257 March		250.00	-250.00
03/01/16	Rent (03/2016)	250.00		0.00
04/01/16	Rent (04/2016)	250.00		250.00
04/04/16	April		250.00	0.00
05/01/16	Rent (05/2016)	250.00		250.00
05/03/16	chk# 6280 May		250.00	0.00
06/01/16	Rent (06/2016)	250.00		250.00
06/07/16	chk# 6284 June		250.00	0.00
07/01/16	Rent (07/2016)	250.00		250.00
07/01/16	chk# 6308 July		250.00	0.00
08/01/16	Rent (08/2016)	250.00		250.00
08/02/16	chk# 6325 August		250.00	0.00
09/01/16	Rent (09/2016)	250.00		250.00
09/01/16	chk# 6335 Sept		250.00	0.00

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	0.00

ASSIGNMENT OF PURCHASE AGREEMENT

Dated September ___, 2016

FOR VALUE RECEIVED, the City of Moline, Illinois, an Illinois municipal corporation, hereby sells, assigns, transfers, and sets over unto HOA Hotels LLC, an Iowa limited liability company authorized to do business in the State of Illinois, all rights, powers, privileges, and interest in and to a certain Purchase Agreement dated the 1st day of September, 2016, between Fifth Avenue Block LLC as Seller, and City of Moline as Purchaser, for property with the following legal description:

Lot 1 and the East 30' of Lot 2, McEnary's Addition situated in the City of Moline, County of Rock Island and the State of Illinois;

And commonly known as 1630 5th Avenue, Moline, Illinois.

This Assignment is effective as long as the City Council of Moline approves the Development Agreement between the City of Moline and HOA Hotels LLC, and said Development Agreement is executed by the Mayor and City Clerk. If not approved or executed, this Assignment becomes null and void.

THE CITY OF MOLINE, ILLINOIS

DATED: _____

Scott Raes, Mayor

Attest: _____

Tracy A. Koranda, City Clerk

Approved as to form Maura E Jo

HOA Hotels LLC, an Iowa limited liability company hereby accepts the above assignment of that Purchase Agreement of September 1, 2016. HOA Hotels LLC assumes all rights, promises, covenants, conditions and obligations to be performed by the City of Moline under the Purchase Agreement and agrees to be bound by all of the obligations of the City of Moline under the Purchase Agreement and to indemnify and hold harmless the City of Moline against any liability arising from the performance or nonperformance of such obligations.

HOA HOTELS LLC

DATED: 9-7-16

Michael L. Whalen
Michael L. Whalen, Manager

STATE OF ILLINOIS)
) SS:
COUNTY OF ROCK ISLAND)

On this _____ day of September, 2016, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **SCOTT RAES** and **TRACY A. KORANDA** to me personally known, who, being by me duly sworn, did say that they are the **Mayor** and **City Clerk**, respectively, of the **City of Moline**, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

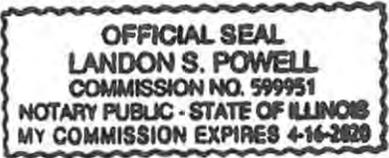
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS:
COUNTY OF ROCK ISLAND)

On this 7th day of September, 2016, before me, a Notary Public in and for said County and State aforesaid, personally appeared **Michael L. Whalen**, to me personally known, who being by me duly sworn (or affirmed) did say that he is a **Manager** of **HOA Hotels LLC**, an Iowa limited liability company authorized to do business in Illinois, and that said instrument was signed on behalf of the company by said **Michael L. Whalen** as **Manager** of said company. **Michael L. Whalen** acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

Landon S. Powell

NOTARY PUBLIC



DEVELOPMENT AGREEMENT
between the
CITY OF MOLINE, ILLINOIS
and
HOA HOTELS LLC
for the
FIFTH AVENUE BUILDING/SEARS ROEBUCK BUILDING

THIS AGREEMENT (“Agreement”) made and entered into on this ____ day of September, 2016, by and between the City of Moline, an Illinois Municipal Corporation (“City”), and HOA Hotels LLC, an Iowa limited liability company authorized to do business in Illinois (“Developer”), collectively (“the Parties”).

RECITALS:

WHEREAS, the City wishes to engage in certain lawful activities authorized by applicable law to assist private persons and entities in carrying out certain redevelopment activities which are identified in the Project Plan for the City’s Tax Incremental Financing District (TIF) enacted pursuant to the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the “Act”); and

WHEREAS, the City of Moline, Illinois, Approved the Tax Increment Financing Redevelopment Plan & Project Area; Designated the Redevelopment Area and Adopted the Use of TIF for the Project Area # 13 which identified the subject properties as vacant and showing signs of deterioration; and

WHEREAS, the City is an Illinois municipal corporation possessing home rule powers under Section 6 of Article VII of the Illinois Constitution; and

WHEREAS, the City has the authority to prevent the spread of blight and encourage private development to enhance the local tax base and to enter into contractual agreements for the purpose of achieving these purposes; and

WHEREAS, the City Council has designated the redevelopment of the 5th Avenue Building as a Council Priority; and

WHEREAS, City wishes to enter into this Development Agreement with the Developer in order to facilitate the redevelopment of the Property (as defined below) located at 1620 and 1630 5th Avenue; and

WHEREAS, the Property is located within the Moline Downtown Commercial Historic District that was placed on the National Register of Historic Places on August 30, 2007, in order to help facilitate the historic renovations of properties within the District by making the property eligible to apply for a 20% Tax Credit; and

WHEREAS, Developer will use private funds to re-develop the buildings into an approximate 105 room (+/-) nationally branded hotel or an independent boutique brand hotel with amenities such as food & beverage/bar operations, meeting/conference/banquet space, fitness facility, room service, dry cleaning and similar services (“the Project”); and

WHEREAS, the Developer and members of Moline Promenade Investors, LLC have met with City Staff to discuss the Project and Staff has received positive feedback on the project and authorization from Moline Promenade Investors, LLC to negotiate and execute this Agreement with the Developer for a hotel in the downtown that conforms with the terms of the previously approved Development Agreement with Moline Promenade Investors.

NOW, THEREFORE, in consideration of the foregoing recitals, which are meant to be substantive and binding and not superfluous, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby stipulate, covenant, contract and agree as follows:

I. INCORPORATION OF RECITALS

The representations and recitations set forth in the foregoing Preambles are material to this Agreement and hereby incorporated into and made a part of this Agreement as though fully set forth in this Section and representation and recitations constitute the understandings of the City and the Developer.

II. GENERAL TERMS

Developer, after receipt of the promises and inducements contained herein, agrees to redevelop the existing buildings located at 1620 and 1630 5th Avenue, Moline, IL, legally described in Exhibit “A” which is attached hereto and incorporated herein by reference and referred to as the “Property.”

The parties hereto acknowledge, and Developer represents and warrants, that it requires economic assistance from the City in order to commence and complete the Project, and that, but for said economic assistance, the Project as contemplated would not be economically viable.

For purposes of this Agreement, the use of the terms "Property Tax Increment" and "TIF Increment" shall be construed to refer to that net portion of taxes imposed by Rock Island County for distribution to the City's TIF #13 Redevelopment fund pursuant to the Tax Increment Allocation Redevelopment Act, *65 ILCS 11-74.4-1, et seq.* (“the Act”) that is generated by the Project. In addition, Section 6 of Article VII of the Illinois Constitution authorizes contractual agreements with private parties for the purposes of enhancing the local tax base.

The use of the term “Hotel-Motel Use Tax” shall be construed to refer to the tax imposed by the City on hotel-motel rooms.

Also, the use of the term "Sales Tax" shall be construed to refer to that net portion of taxes imposed by the State of Illinois for distribution to the City pursuant to the Retailer's Occupation Tax Act and the Service Occupation Tax Act (as said Acts may be amended from time to time) and which are collected by the State and distributed to the City, and all revenue derived from such taxes.

It is expressly understood that if a governmental or legislative body other than the City enacts any law or statute that results or that may result in any material changes or amendments to the foregoing property tax, hotel-motel use tax or sales tax provisions, which changes or amendments prohibit the City from complying with this Agreement or which materially adversely affect the City's ability to comply herewith, then the City and Developer shall re-evaluate this Agreement and the incentives provided hereunder and shall mutually use all reasonable efforts to restructure the Agreement in a manner which provides substantially the same economic benefits to Developer. The use of the term "Property Tax" or "Sales Tax" shall not be construed to mean any additional taxes imposed by the City as a home rule municipality.

For purposes of this Agreement, the incentives and inducements set forth herein shall apply only to Developer and the Development Project.

The Combined Maximum Incentive from the City of Moline shall be the total sum of the Property Tax Increment rebates, Hotel-Motel Use Tax rebates and Sales Tax rebates to be paid to Developer, which shall be Four Million Six Hundred Thousand and 00/100 Dollars (\$4,600,000.00) on a Net Present Value basis ("Combined Maximum Incentive"). In addition, other forms of incentives shall be included as incentives for the Project and shall count toward the Combined Maximum Incentive, such as Enterprise Zone sales tax savings, Façade Loan Funds, if awarded, and City improvements made to the Midtown Parking Ramp for the benefit of the Project. For the specific incentive of the Enterprise Zone, if Developer is able to utilize this benefit for the entire Project, then the parties agree to a fixed incentive value of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00).

III. SALE AND PURCHASE OF PROPERTY.

- A. Developer has previously purchased the Sears Roebuck Building at 1620 5th Avenue. This purchase and remediation and repairs completed to the building shall be counted toward the total project cost.
- B. City has a signed purchase agreement ("Purchase Agreement") with Fifth Avenue Block LLC, an Illinois limited liability company, which contains a clause that allows the City to assign the Purchase Agreement to any other entity. Developer has agreed to take the Assignment and close on the Property under the terms of the Purchase Agreement. The executed Purchase Agreement is attached as Exhibit "B."

IV. CITY'S AGREEMENT TO PROVIDE ASSISTANCE.

The following sets forth certain intentions, undertakings and contractual obligations and responsibilities of the City to Developer under this Agreement, subject to certain responsibilities of Developer as set forth in this Agreement (including, but not limited to, substantial compliance with the development timetable as extended by Unavoidable Delays set forth on Exhibit "C" attached hereto):

- A. Total Incentives. The City Agrees to provide incentives from several funding sources including Property Tax Increment generated in the TIF #13 Redevelopment Fund, Hotel-Motel Use Tax Funds generated from the proposed hotel, and Sales Tax Funds generated from the food & beverage/bar operations and other retail goods/services at the Project. The Combined Maximum Incentive to be paid to the Developer from these sources shall be Four Million Six Hundred Thousand Dollars (\$4,600,000) on a Net Present Value basis, which is estimated to be approximately Seven Million Dollars (\$7,000,000) to be paid out over time, but which may be more or less depending on how much tax revenue is actually generated and how quickly it is generated.

In addition, other forms of incentives shall be included as incentives for the Project and shall count toward the Combined Maximum Incentive, such as benefits received by the Developer from the existing Enterprise Zone, Façade Loan Funds, if awarded, and City improvements made to the Midtown Parking Ramp for the benefit of the Project.

- B. Complete the Creation of a new TIF District. The Property is located within the recently established and valid Tax Increment Financing Redevelopment Project Area, as defined under the Act, which is set to expire in 2039 and is known as TIF #13.
- C. TIF Payment. Subject to Developer paying the annual real estate taxes for the Property when due and payable, the City shall pay through its TIF Fund to Developer, 90% of the Property Tax Increment generated from the Project until the Combined Maximum Incentive is reached.

The net incremental annual real estate taxes shall be used by the Developer only for eligible redevelopment costs under the Act (65 ILCS 5/11-74.4-3) including the purchase of the Sears and Roebuck Building and the 5th Avenue Buildings, which are eligible redevelopment costs, as well as other eligible redevelopment costs as listed in Exhibit "D."

The base year for computation purposes of the net annual Property Tax Increment is agreed to be 2016, and the base Equalized Assessed Valuation (EAV) for the base year 2016 is \$557,528. The property tax rebate period will start with the first year that the Project is assessed, which is estimated to be assessment year 2018 and payment year 2019. An illustrative example of the payments called for under this paragraph is shown in Exhibit "E" attached hereto and incorporated by reference

herein. The payment shall be from the Property Tax Increment generated solely by the Project and paid to the City's TIF # 13 Account. The City shall remit the property tax rebate to the Developer within thirty (30) days after receipt of total annual payment into said City's TIF Account from Rock Island County.

The Parties agree that the figures shown in Exhibit "E" are for illustrative purposes, and the actual annual payments to be made in any given year may be more or less than the amount shown.

- D. Hotel-Motel Use Tax Rebate. In addition to the Property Tax Increment rebate, City agrees to rebate to Developer a portion of the Hotel-Motel Use Tax revenues generated annually from the Project and paid to the City, until the Combined Maximum Incentive is reached. The City's current Hotel-Motel Use tax rate is 7%. The City remits 17.857% of all Hotel-Motel Use Tax revenues to the Quad Cities Visitors and Convention Bureau ("QCCVB"). City agrees to rebate to Developer 50% of the remaining Hotel-Motel Use Tax revenues from the Project after the first 17.857% of the Hotel-Motel Use tax revenues are subtracted from the total revenues for the Hotel and set aside for the QCCVB. The City shall remit the hotel-motel tax rebate to the Developer semi-annually within thirty (30) days after receipt of six months of payments by the City.
- E. Sales Tax Rebate. In addition to the Property Tax Increment rebate and Hotel-Motel Use Tax rebate, the City shall provide a Sales Tax rebate. It is understood that the Sales Tax rebate portion of the incentive payments will be due and payable to Developer solely from the proceeds of sales tax revenue received by the City as a result of retail sales from the Project.

It is acknowledged and understood by and between the parties hereto that the City receives sales tax revenue monthly, and that the taxes generated by sales in any one month are distributed to the City approximately three months later (e.g. taxes generated by sales in July are generally not received by the City until October).

The City of Moline agrees to provide Developer with a Sales Tax rebate on the City's receipt of sales tax revenues within the Project. The Developer shall be entitled to 100% of the Sales Tax revenue from the Municipal 1% Sales Tax generated from retail sales generated from the Project, until the Combined Maximum Incentive is reached. The City shall remit the sales tax rebate to Developer within thirty (30) days after receipt of the sales tax report and the sales tax funds from the State, which is sent three times per year.

The Sales Tax rebate shall be calculated on the Municipal 1% sales tax only, not the City's 1% Home Rule Sales Tax, nor the City's 1.25% prepared food and packaged liquor tax.

- F. Grants and Loan Applications. The City agrees to use its best efforts to support the Developer in applying to city, state and federal grant or loan programs that will

enhance the Redevelopment Project. This includes the City of Moline Façade Improvement Program that currently provides for forgivable loans up to \$15,000/building for façade improvements and repair.

- G. Enterprise Zone Benefits. City shall take no action to eliminate the Enterprise Zone while still authorized by statute for the benefit and duration of the Project by which means materials can be purchased for the construction of the Project without the imposition of sales tax, and other economic benefits may be obtained under the Enterprise Zone guidelines as are available under the law. City will cooperate and assist Developer in its application for all Enterprise Zone benefits, if any, but City does not warrant or assure or guarantee that any such benefits will be available to Developer.
- H. Parking. City hereby grants to Developer the right to lease 105 parking spaces in the Midtown Parking Ramp (“Midtown”) that is attached to the second floor of the 5th Avenue Building. Due to existing leases in the parking ramp, the City makes no guarantee that the spaces will initially be available on a certain floor or that the spaces will be covered as the 4th floor of the Midtown is currently uncovered. Notwithstanding the foregoing sentence, both parties recognize that Project parking in the Midtown would best occur on floors and locations best able to utilize the Midtown Skywalk, and will work together as existing leases terminate or as stalls become relocatable to maximize the Project guest experience without unreasonably impairing the City’s ability to lease non-Project stalls. The parking ramp is owned by the City, will be improved using City funds to provide for an electronic security gate system tied into the hotel’s room card system, and for informational and directional signage and lighting, all of which (excepting the hotel room card system interface) will be maintained by the City in good condition. Rent for spaces on the second and third floors shall be at \$35 per space per month for the first five (5) years from the date the Certificate of Occupancy is issued for the Hotel; \$40 per space per month for years 6 – 10; \$45 per space per month for years 11 – 15; \$50 per space per month for years 16 – 20; \$55 per space per month for years 21-25 (at the Developer’s option, which must be given sixty (60) days in advance); and \$60 per space per month for years 26-30 (at the Developer’s option, which must be given sixty (60) days in advance); and at then applicable market rates thereafter. Rent for spaces on the 4th Floor (if needed) shall be at the City’s standard rate at the time of leasing, which is currently \$10 per month.
- I. Interest. The Net Present Value of the Combined Maximum Incentive shall be calculated using a 6% Net Present Value factor. Incentives that are provided by the City prior to Project opening, such as Façade Funds, Enterprise Zone Benefits, and Parking Ramp Improvements, are not subject to the NPV Calculation.
- J. TIF Amendments. The Parties expressly understand and agree that all payments provided for in the paragraphs set forth above shall be at all times subject to the requirements and restrictions of the Act.

- K. Prevailing Wage. The City makes no representations or warranties as to whether or not the Illinois Prevailing Wage Act applies to the Project. Payment of Prevailing Wage and compliance with the Prevailing Wage Act, if required, is the sole responsibility of Developer and/or its contractors and subcontractors. Developer agrees to indemnify and hold harmless the City and the agents, officers and employees thereof against all losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise from any claims pertaining to the Illinois Prevailing Wage Act.
- L. Maintenance of Skywalk Connection: There is currently a skywalk connection from the Fifth Avenue Building to the 2nd floor of the City's Midtown Parking Ramp ("Midtown Skywalk") that is maintained by the current owner. The Developer agrees to continue the maintenance of the Midtown Skywalk for as long as the Developer remains the owner of the Property and will continue to allow access from the Project to the Midtown Skywalk for guests of the Project. Developer and City agree to execute an access easement to the Midtown Skywalk that will be recorded and will run with the land.
- M. Due Diligence: As part of the Purchase agreement of the 5th Avenue Building, the City of Moline has obtained and funded several reports related to environmental and structural analysis of the building that have been provided to the Developer. In addition, City Fire and Building Officials have toured the building with the Developer. The City makes no warranties or representations on the materials provided by outside sources and comments made by City Officials during tours of the building. The Developer shall hold the City harmless on information provided in the reports and rely on its own Due Diligence.

V. DEVELOPER AGREEMENT TO DEVELOP PROPERTY.

Upon the execution of this Agreement, the Developer shall complete the Project substantially in accordance with the plans and specifications for the Project, which plans and specifications must be approved by City prior to commencement of the Project (such approval may not unreasonably be withheld), as may be normal, customary or required in order to proceed with the Project, in accordance with all applicable rules, codes, regulations, ordinances and laws, including without limitation, the City's PMT/DBMT process and any other federal or state requirements that may apply to the Project. Further, Developer confirms that development, use of and construction on the Property, shall at all times comply with and be in accordance with this Agreement, Zoning Code, Subdivision Code and any special use granted in connection therewith, the Final Development Plan, the Landscape Plan, Elevations Plan, and all other requirements of law, it being understood that in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the City, as determined by the City Administrator, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

- A. Project Elements. Developer agrees to complete the following Project Elements:
- i. Developer shall take the assignment from the previously signed Purchase Agreement for the Fifth Avenue Building and fulfill all responsibilities as the buyer.
 - ii. Developer will work diligently to relocate the existing tenants in the buildings with a preference to downtown Moline locations.
 - iii. Developer has indicated that it may be seeking Historic Tax Credits for the Project.
 - iv. Developer will rehabilitate the buildings into an approximate 105-room hotel, with food & beverage/bar operations, meeting/conference/banquet space, a fitness facility, and other amenities to enhance the level of service of the hotel. Exhibit "G" provides schematics of the exterior of the Project.
 - v. Developer will use good faith efforts to attempt to obtain 4 Star status for the hotel.
 - vi. Developer will lease 105 parking spaces in the Midtown Parking Ramp that is attached to the second floor of the 5th Avenue Building. Rent for spaces on the second and third floors shall be at \$35 per space per month for the first five (5) years from the date the Certificate of Occupancy is issued for the Hotel; \$40 per space per month for years 6 – 10; \$45 per space per month for years 11 – 15; \$50 per space per month for years 16 – 20; \$55 per space per month for years 21-25 (at Developer's option, which must be given sixty (60) days in advance); and \$60 per space per month for years 26-30 (at Developer's option, which must be given sixty (60) days in advance); and at then applicable market rates thereafter. Rent for spaces on the 4th Floor shall be at the City's standard rate at the time of leasing, which is currently \$10 per month.
- B. Code Compliance: Developer agrees to comply with all applicable building codes that are in effect as of the date of execution of this Agreement. Developer certifies that the Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinance.
- C. Developer to Comply with Hotel Restrictions. The City previously entered into a Development Agreement with Moline Promenade Investors, LLC that placed a restriction on incentives to other hotels in Moline. The City, together with Moline Promenade Investors, LLC and HOA Hotels LLC, have met and discussed the Fifth Avenue Buildings/Sears Roebuck Building Project. Exhibit "F", attached hereto is written confirmation of the meeting which took place on Monday, August 8, 2016 and further indicates that the City and HOA Hotels LLC have permission to enter into this Development Agreement with the understanding that the Project shall

generally conform to the description outlined in the letter and that the proposed hotel will not open until 12 months after the Element Hotel opens or May 31, 2018, whichever occurs first.

VI. WARRANTIES OF THE CITY.

The City represents and warrants to the Developer that it is empowered and authorized to execute and deliver this Agreement and to lend and deliver the assistance described herein upon proof of TIF Eligible Redevelopment Project Costs pursuant to Section 5/11-74.4-3 (q) of the Act, and to execute and deliver all other agreements and documents, if any, required hereunder to be executed and delivered by City. The City further represents to Developer that it has fully complied with and satisfied the requirements of the TIF Act pertaining to the establishment of the TIF District referenced herein and in entering into this Agreement. In addition, Section 6 of Article VII of the Illinois Constitution authorizes the City as a Home Rule Community to prevent the spread of blight and encourage private development to enhance the local tax base by executing other financial incentive agreements. This Agreement has been, and each such document at the time it is executed and delivered will be, duly executed and delivered on behalf of City pursuant to its legal power and authority to do so. When executed and delivered by the City to Developer, all such agreements shall constitute a legal, valid, and binding obligation of City, enforceable in accordance with the terms of all such agreements.

VII. WARRANTIES OF THE DEVELOPER.

- A. Developer represents and warrants to City that Developer is an Iowa Limited Liability Company duly organized and existing under the laws of the State of Iowa and authorized to do business in the State of Illinois and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.
- B. Developer represents and warrants to City that this Agreement has been duly authorized, executed, and delivered by Developer, and will be enforceable against Developer by its terms, except to the extent that such enforceability shall be limited by bankruptcy, or solvency, or similar laws of general application affecting the enforcement of creditor rights, and by equitable principles.
- C. Developer represents and warrants to City that the execution and delivery of this Agreement, and the consummation of the transactions contemplated in this Agreement will not violate any provision of its operating agreement or any other contract, agreement, court order or decree to which Developer may be a party or to which Developer may be subject, or any applicable federal or state law or municipal ordinance.

VIII. INDEMNIFICATION.

- A. The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) actually incurred by the City which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman, from any default or breach of the terms of this Development Agreement by the Developer, or from any negligence, or reckless or willful misconduct of the Developer or any contractor, subcontractor agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer or Developer's contractor). The Developer shall, at the Developer's sole cost and expense, appear, defend and pay all charges, attorneys' fees of attorney(s) mutually agreed upon by the City and Developer, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at the Developer's sole cost and expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence, or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.
- B. In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Development Agreement shall determine that this Development Agreement, or payments to be made hereunder, are contrary to law, or in the event that the legitimacy of the TIF Ordinances are otherwise challenged before a court or governmental agency having jurisdiction thereof and such challenge would affect the payments to be made under this Development Agreement, the City shall at its sole cost defend the integrity of the TIF Ordinances and this Development Agreement unless such challenge is as a direct result of the acts or omissions of the Developer. The Developer shall fully cooperate with the City in connection with the foregoing. In the event of an adverse lower court or agency ruling, payments shall be suspended during the pendency of any appeal thereof, but such payments shall be reinstated retroactively if such adverse ruling is reversed by the reviewing court or agency. The City shall not seek to set aside, or otherwise challenge, its obligations under this Development Agreement during the pendency of any appeal.

IX. ENTIRE AGREEMENT.

This document and exhibits hereto contain the entire agreement between Developer and City as to this Agreement and its burdens and benefits shall inure to the benefit of, and shall be binding upon the Parties hereto or a memorandum thereof and their respective heirs, executors, successors, and assigns. This Agreement or a memorandum thereof may be recorded and may be modified only by written amendment signed by Developer and City.

X. ASSIGNMENT.

The Developer hereunder may assign the rights, duties, and obligations of Developer to affiliated entities. Other assignments may be made only with the prior written consent of City (which consent shall not unreasonably be withheld). If a request for consent is not denied in writing on or before thirty days (30) after written request, such consent shall be deemed given.

XI. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

Any warranty, representation, or agreement herein contained shall survive the execution of the Agreement.

XII. DEFAULT.

The following shall be considered a "Default" under this Agreement and subject to the notice requirements and remedies set forth in Section XIII of this Agreement:

- A. A material breach of this Agreement by either City or Developer.
- B. A material breach of any term or condition of the Purchase Agreement for the purchase of the Property by either City or Developer.
- C. The Developer ceases to be permitted to do business in good standing in Illinois by the Secretary of State or other regulatory agency of the Illinois government for a period of ninety (90) days or more.

XIII. NOTICE OF DEFAULT AND REMEDIES UPON DEFAULT.

- A. If, in City's reasonable judgment, Developer is in material Default of this Agreement, City shall provide Developer with a written statement indicating in adequate detail any failure on Developer's part to fulfill its obligations under this Agreement. Except and only as required to protect against further damages, City may not exercise any remedies against Developer in connection with such Default until thirty (30) days after giving such written notice. If such Default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as Developer diligently proceeds with such cure. If such Default is substantially cured within such extended period, the Default shall not be deemed to constitute a breach of this Agreement. A Default not substantially cured as provided above shall constitute a breach of this Agreement. Any failure or delay by City in asserting any of its rights or remedies as to any Default or alleged Default or breach shall not operate as a waiver of any such Default or breach or of any rights or remedies it may have as a result of such Default or breach.

- B. If Developer materially fails to fulfill its obligations under this Agreement (including without limitation any incorporated agreements) after notice is given by City and any cure periods described in Paragraph A above have expired, City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Developer insolvent or unable to pay Developer's debts, or Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for Developer or for the major part of the Developer's property, City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by City, to forthwith terminate this Agreement. To effect City's termination of this Agreement under this Section XIII B, City's sole obligation shall be to record, in the office of the Rock Island County Recorder, a Certificate of Default executed by the Mayor of the City or such other person as shall be designated by the City, stating that this Agreement is terminated pursuant to the provisions of this Section XIII B, in which event this Agreement by virtue of the recording of such certificate, shall become null and void and of no further force and effect.
- C. If, in Developer's reasonable judgment, City is in material Default of this Agreement, the Developer shall provide City with a written statement indicating in adequate detail any failure on City's part to fulfill its obligations under this Agreement. Except and only as required to protect against further damages, Developer may not exercise any remedies against City in connection with such failure until thirty (30) days after giving such written notice. If such Default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as City diligently proceeds with such cure. If such Default is substantially cured within such extended period, the Default shall not be deemed to constitute a breach of this Agreement. A Default not substantially cured as provided above shall constitute a breach of this Agreement. Any failure or delay by Developer in asserting any right or remedy as to any Default or any alleged Default or breach shall not operate as a waiver of any such Default or breach or of any rights or remedies it may have as a result of such Default or breach.
- D. If City materially fails to fulfill its obligations under this Agreement (including without limitation any incorporated agreements) after notice is given by Developer and any cure periods described in Paragraph C above have expired, Developer may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by

or against City, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare City insolvent or unable to pay City's debts, or City makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for City or for the major part of the City's property, Developer may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by Developer, to forthwith terminate this Agreement. To effect Developer's termination of this Agreement under this Section XIII D, Developer's sole obligation shall be to record, in the office of the Rock Island County Recorder, a Certificate of Default stating that this Agreement is terminated pursuant to the provisions of this Section XIII D, in which event this Agreement by virtue of the recording of such certificate, shall become null and void and of no further force and effect.

- E. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any Default, or to obtain any other remedy or seek any type of damages, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. Notwithstanding the foregoing, in the event either party shall institute and complete legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the substantially prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.
- F. The rights and remedies of the Parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.
- G. Any and all remedies available to the City and Developer under the Purchase Agreement for the purchase of the Property shall be available and enforceable at the election of City or Developer herein, and this Agreement shall not limit but only expand said remedies available to City and Developer under such agreement.

XIV. NON-DISCRIMINATION.

Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased, or used by Developer in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, sexual orientation, religion, marital status, age, handicap, or national origin, and that the development of and construction and operations on the Property shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds.

XV. NOTICES.

Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when (a) hand delivered to the party to whom the notice is addressed; (b) mailed by certified mail, return receipt requested, United States mail, postage prepaid; or (c) delivered by overnight courier delivery service (i.e. Federal Express, UPS, etc.) and addressed to the party at the address shown as follows:

If to Developer:
HOA Hotels LLC
Attn: Mike Whalen, President & CEO
1501 River Drive
Moline, IL 61265

If to the City:
City of Moline
619 16th Street
Moline, IL 61265
Attn: City Administrator and City Clerk

With a copy to:
Heart of America Group
Attn: Kirk Whalen, VP & General Counsel
1501 River Drive
Moline, IL 61265

With a copy to:
City of Moline
619 16th Street
Moline, IL 61265
Attn.: City Attorney and Planning
and Economic Development Director

Any party may change the address to which notices shall be sent by notice given in accordance with the terms of this paragraph.

XVI. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

XVII. HEADINGS.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

XVIII. APPLICABLE LAW.

This Agreement, and each of its subparts and incorporated items thereto, shall be interpreted under the laws of the State of Illinois and any action brought to enforce or interpret any of its provisions or otherwise involving this Agreement must be filed in a Rock Island County, Illinois, court of competent jurisdiction.

XIX. SEVERABILITY; RULE AGAINST PERPETUITY.

Should any part of this Agreement be determined to be illegal, invalid, or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity, or unenforceability shall continue in full force and effect, fully binding both Parties, their respective heirs and assigns, as to such remaining terms. Further, if any provision of this Agreement or the application thereof would otherwise be unlawful, void, or voidable by reason of any applicable rule against perpetuities, then such provision or application shall continue only until twenty one (21) years after the death of the last survivor of the now living descendants of Barack Obama.

XX. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.

Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

XXI. ASSURANCE OF FURTHER ACTION.

From time to time hereafter and without further consideration, each of the Parties to this Agreement shall execute and deliver, or cause to be executed and delivered, such recordable memoranda, further instruments, and agreements, and shall take such other actions, as any other party may reasonably request, in order to more effectively memorialize, confirm, and effectuate the intentions, undertakings, and obligations contemplated by this Agreement.

The Parties further agree to good faith cooperation in executing the Project pursuant to this Agreement.

XXII. DISCLAIMER OF THIRD PARTY BENEFITS.

The intentions, affirmations, authorizations and agreements between the Parties hereto as expressed herein are approved solely by and between the Parties hereto and no other; and provided further, however, that neither and none of such intentions, affirmations, authorizations or agreements may be relied upon by any such third person or entity, to such entity or person(s) detriment, or for any reason whatsoever, whether third person or otherwise. Any such reliance or purported reliance as a third party beneficiary to this Agreement or predicated upon any other relationship to any of the Parties hereto and each of them, whether real or alleged, is specifically disclaimed by the Parties herein.

XXIII. PROJECT OF HIGH PRIORITY.

The City agrees to act in good faith and use its best efforts to timely process and review all plans and submissions and consider the issuance of all necessary permits and other approvals, including building permits, rezoning approvals, preliminary and final plat approval, construction progress inspections, and all other permits or approvals which are required for the Developer to construct the Project. To the extent the City determines that any plans or other documents or

requests submitted by the Developer for the City's approval are unacceptable, the City shall provide a written description detailing the portions of the Plans or documents that are unacceptable.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth above their respective signatures.

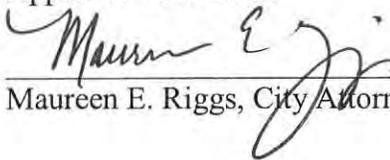
THE CITY OF MOLINE, ILLINOIS

DATED: _____

Scott Raes, Mayor

Attest: _____
Tracy A. Koranda, City Clerk

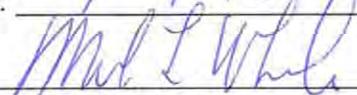
Approved as to form:



Maureen E. Riggs, City Attorney

HOA HOTELS LLC

DATED: 9-7-16 _____



Michael L. Whalen, Manager

STATE OF ILLINOIS)
) SS:
COUNTY OF ROCK ISLAND)

On this _____ day of September, 2016, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **SCOTT RAES** and **TRACY A. KORANDA** to me personally known, who, being by me duly sworn, did say that they are the **Mayor** and **City Clerk**, respectively, of the **City of Moline**, executing the within and foregoing instrument to which this

is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

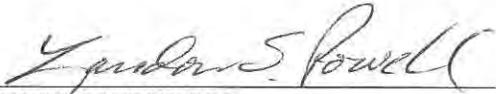
(seal)

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS:
COUNTY OF ROCK ISLAND)

On this 7th day of September, 2016, before me, a Notary Public in and for said County and State aforesaid, personally appeared **Michael L. Whalen**, to me personally known, who being by me duly sworn (or affirmed) did say that he is a **Manager** of **HOA Hotels LLC**, an Iowa limited liability company authorized to do business in Illinois, and that said instrument was signed on behalf of the company by said **Michael L. Whalen** as **Manager** of said company. **Michael L. Whalen** acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

(seal)



NOTARY PUBLIC

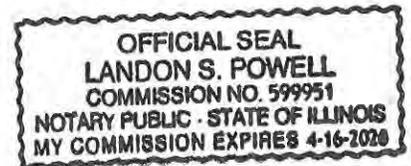


EXHIBIT "A"

LEGAL DESCRIPTION

Project Property (Entire Property)

1620 5th Avenue

That part of Lot Number Two (2) in McEnary's Addition to the City of Moline, described as follows: Commencing at the most Westerly corner of said Lot: Thence Southeasterly along the Southwesterly line of said Lot to the most Southerly corner of said Lot; Thence Northeasterly along the Southeasterly line of said Lot, Fifty (50) feet; Thence Northwesterly to the Northwesterly line of said Lot along a line parallel to the Southwesterly line thereof; Thence Southwesterly to the place of beginning; Commonly known as the West fifty (50) feet of said Lot; Except that part of said premises heretofore taken for street purposes, Situated in Rock Island County, Illinois

and

1630 5th Avenue

Lot 1 and the East 30' of Lot 2 of McEnary's Addition situated in the City of Moline, County of Rock Island and State of Illinois

EXHIBIT "B"

PURCHASE AGREEMENT FOR 5th AVENUE BUILDING

AGREEMENT FOR SALE OF COMMERCIAL REAL ESTATE

Purchaser:
City of Moline

Seller:
Fifth Avenue Block LLC, an Illinois limited
liability company

1. THIS AGREEMENT IS DATED: September 1, 2016.

Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate and any improvement thereon, commonly known as: 1630 5th Avenue, Moline, Illinois, and legally known as: Lot 1 and the East 30' of Lot 2, McEnary's Addition situated in the City of Moline, County of Rock Island and the State of Illinois, for the sum of \$1,800,000.00 to be paid as follows:

The full purchase price shall be paid at closing.

2. POSSESSION AND CLOSING

Possession On Closing:

(A) Seller shall deliver possession of the subject property to Purchaser concurrently with the closing of this transaction which shall be held on or before September 30, 2016.

(B) Per diem rent in the amount of \$ 0 shall be paid by Seller to Purchaser for each day the delivery of possession is beyond the date of closing, but under no circumstances shall the Seller be able to remain in possession more than 0 days after closing.

Additional Provisions:

(A) Possession shall be deemed delivered when Seller has vacated the subject property and delivered the keys to Purchaser or Purchaser's agent.

(B) Necessary timely legal notices to tenants, if any, to be given by Seller unless otherwise agreed to by the parties.

(C) If Seller shall fail for any reason whatsoever to vacate the subject property after the above specified number of days, the Purchaser shall in addition to all other remedies have the right to commence any legal action or proceeding to evict and remove the Seller from the subject property with Seller hereby agreeing to reimburse Purchaser for all reasonable attorney fees and expenses incurred by the Purchaser in the enforcement of Purchaser's rights under this Agreement.

3. EVIDENCE OF TITLE

At least two weeks prior to the closing date, Seller shall deliver (A.) ___ an abstract of title or (B.) X a Commitment for Title Insurance issued by a title insurance company regularly doing business in the County where the subject property is located committing the company to issue an owner's policy in the usual form insuring merchantable title to the property. If title evidence discloses exceptions other than those permitted under the rules for examination for abstracts of

title adopted by the Rock Island County Bar Association, Purchaser or Purchaser's attorney shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, Purchaser shall be entitled to a refund of the Earnest Money. Furnishing a title insurance commitment insuring over an exception shall constitute a cure of such exception.

4. CONVEYANCE OF TITLE AND DOCUMENTS OF SALE

Form of Deed. The Seller shall convey title to the Property by Warranty Deed ("Deed") along with such other documents as may be required to record the deed, transfer personal property, if any, and protect Purchaser from mechanics' liens. Seller represents that Seller knows of no conditions, faults or defects, whether environmental or otherwise. At closing, and upon delivery of the Deed to Buyer, whatever occupancy rights Seller has in and to the property will become Buyer's rights.

5. PRORATIONS AND ADJUSTMENTS

The following items shall be prorated at closing:

A. Prorations:

- (1) Real estate taxes, based on the most recent year's tax bill available, which, in the absence of fraud, shall be final;
- (2) Rent, if any, (with transfer in full of any funds and books/records of security/damage deposit, CAM account, and any other monies held as Landlord or property owner);
- (3) Interest on any assumed indebtedness;
- (4) Insurance premiums if policy assigned to Purchaser; and
- (5) Other income and operation expenses, if any.

B. Adjustments:

Utility charges shall be adjusted by the parties by appropriate meter readings at or about the time of delivery and surrender of possession.

6. ASSESSMENTS

Seller shall pay all special assessments, which are a lien on the subject property as of the date of closing. Seller acknowledges that prior to the execution of this Agreement, Seller has no knowledge of or no notice has been received from any municipal authority concerning improvements which could result in a special assessment on the subject property. Tap on fees, if any, which exist for municipal services to the subject property, shall be paid by the purchaser.

7. FIXTURES AND PERSONAL PROPERTY

All fixtures presently installed on the subject property including but not limited to; brackets and fixtures, all carpeting, electric light fixtures, bathroom fixtures and accessories, telephone lines, central heating and cooling units and attached equipment, all shrubs and trees, shall be left by Seller in or upon said subject property exactly as they are as of the date of this Agreement, and shall be deemed a part of the subject property and title thereto shall pass to Purchaser at closing. The following personal property shall be sold to Purchaser as part of the consideration for the purchase price: all of Seller's personal property pertaining to the subject building and grounds located upon the premises at this time.

8. CONDITION OF SUBJECT PROPERTY

The parties agree that the purchase price reflects the condition of the subject property and Purchaser acknowledges that the real estate and the improvements thereof have been inspected, and Purchaser is acquainted with the condition thereof and accepts the same in (CHECK ONE OF THE FOLLOWING):

(A.) "As-Is"

(B.) "As-Is" condition except Seller warrants the plumbing, heating and electrical systems to be in normal working condition on date of possession. Written notice of breach of the warranty contained above must be served upon Seller, Seller's attorney, or Seller's agent within two (2) business days of the date of possession. Purchaser shall have the right to inspect the subject property during the 48-hour period immediately prior to closing.

9. DEFAULT

If Purchaser fails to make any payment or to perform any obligation imposed upon Purchaser by this Agreement, Seller may serve written notice of default upon Purchaser and if such specified default is not corrected within ten (10) days thereafter, Seller, subject to the terms of any listing agreement, may accept the Earnest Money and any additional down payment as damages. In the event Seller fails to perform any obligation imposed upon Seller by this Agreement, Purchaser may serve written notice of default upon Seller and if such default is not corrected within ten (10) days thereafter, Earnest Money and any additional down payment deposit shall be refunded to Purchaser without prejudicing the Purchaser's right to any available legal remedy including specific performance. In the event of default, the defaulting party shall be liable to the other party for reasonable attorney fees, expenses incurred by reason of default, and the real estate brokerage fee.

10. CASUALTY CLAUSE

Seller shall bear the risk of loss or damage to the subject property prior to closing or possession, whichever first occurs. In the event all or a material part of the subject property is damaged or destroyed prior to closing or possession, whichever first occurs, this Agreement shall terminate and be of no further force and effect, unless the subject property can be restored to its present

condition on or before the closing date. Seller shall keep adequate insurance, including fire and other extended coverage, on improvements on the subject property until title has passed to Purchaser or possession is delivered to Purchaser, whichever first occurs. Purchaser shall be responsible for insurance coverage upon taking title to the subject property.

11. EXPENSES OF TRANSFER

A. Seller shall pay:

- (1) Broker's Commission;
- (2) Cost of owner's title policy; and
- (3) Revenue stamps and recording of any releases.

B. Purchaser shall pay:

- (1) Recording fee for deed and mortgage; and
- (2) Cost of Purchaser's mortgage title insurance policy as required by mortgagee.

Each party shall be responsible for their own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Purchaser's financing, and Purchaser shall pay such charges.

12. 1031 EXCHANGE

Both Purchaser and/or Seller agree that it shall be an accommodation party, if requested by Seller and/or Purchaser, in a "1031 Starker Exchange," provided that Purchaser and/or Seller shall incur no additional cost with regard to said accommodation, shall not be required to take title to any property other than the subject property and said accommodation does not delay the closing of the transaction for the subject property.

13. ESCROW

This Agreement will be closed through an escrow either with the (A.) X Purchaser's attorney, (B.) _____ mortgage lender. The funds held in escrow shall be paid out upon recording of the necessary documents and the vesting of merchantable title in the Purchaser.

14. REPRESENTATIONS OF SELLER

Seller hereby represents to Purchaser that, to the best of Seller's knowledge, the subject property is not contaminated with, nor threatened with contamination from outside sources by any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or regional authority or which is known to pose a hazard to health and safety and that Seller has not used the subject property as a landfill or dumpsite, or for storage of hazardous substances, or has not otherwise done anything to contaminate the subject property with hazardous wastes or substances. Seller warrants that the subject property is not subject to any local, state or Federal judicial or administrative action, investigation or order, as the case may be, regarding wells or underground storage tanks, solid waste disposal sites, or hazardous wastes or substances. In the event Purchaser notifies Seller before closing that the representations and warranties set

forth herein are untrue and such notice is accompanied by a report from an engineering company or environmental consultant with experience in evaluating such matter, then Purchaser, at its option, may terminate this Agreement, and the Earnest Money paid herein shall be returned to Purchaser.

15. LEASES

As of the date of this Agreement, the subject property is subject to the following leases:

See Exhibit A attached hereto and incorporated herein by reference.

Prior to closing, Seller shall not enter into any new leases or agree to extend any existing leases without Purchaser's prior written consent and shall provide estoppel letters.

16. SELLER'S CONSENT TO ASSIGNMENT

This Agreement shall be freely assignable by Purchaser to any other person or entity without Seller's prior written consent.

17. NOTICES

All notices required hereunder shall be in writing and shall be served upon the parties at the addresses designated herein by personal service, certified mail (return receipt requested), or Federal Express or other overnight mail.

Seller:
Fifth Avenue Block LLC
c/o Rodney A. Blackwell
Financial District Properties
201 N. Harrison St., Suite 402
Davenport, IA 52801

Purchaser:
City of Moline
c/o Maureen E. Riggs, City Attorney
619 16th Street
Moline, IL 61265

18. GENERAL CONDITIONS

This Agreement shall be binding upon the parties and their successors and assigns. Time is of the essence of this Agreement. This Agreement shall be governed by and enforced in accordance with the laws of the state in which the subject property is located. This Agreement contains the entire agreement of the parties and no representations, warranties, or agreements have been made by either party except as set forth herein. No modification, waiver, or amendment of the Agreement shall be effective unless made in writing and signed by the parties. All representations, warranties and covenants made by the parties shall survive closing. Paragraph headings are for the convenience of reference and shall not limit or affect the meaning of the Agreement.

19. BROKER REPRESENTATIONS

It is understood that no representation made by the Broker or Salesperson in the negotiation of this Agreement are being relied upon unless incorporated herein in writing. Broker and Salesperson make no representations or warranties, either expressed or implied, as to the physical or mechanical condition of the subject property.

20. BROKERS AS AGENTS

Parties acknowledge that agency disclosures have been made and signed prior to signing of this Purchase Agreement. The Broker, the Broker's agents, employees, and associates must respond to all questions of the parties accurately and honestly and must disclose all material defects about which they have knowledge, but are not required to discover hidden defects in the subject property or give advice on matters outside the scope of their real estate licenses.

21. AGENCY

Seller and Purchaser acknowledge that no agents or brokers are involved in this transaction.

22. DUE DILIGENCE

(A) From the date of execution of this agreement by Seller until September 20, 2016, (the "Due-Diligence Period"), Purchaser and its agents and representatives shall be entitled to conduct an inspection as to the Property, which will include, but shall not be limited to, the rights to (1) enter on the Property to perform inspections and tests, including, but not limited to, inspection, evaluation, and testing of the heating, ventilation, and air-conditioning systems and all components thereof, the roof of the Building, the parking lots, all structural and mechanical systems within the Building, including, but not limited to, sprinkler systems, power lines and panels, air lines and compressors, automatic doors, tanks, pumps and plumbing, and all equipment and Personal Property; (2) make investigations with regard to zoning, environmental, building code, and other legal requirements, including, but not limited to, an environmental assessment; (3) make or obtain market studies and real estate analyses; (4) analyze the financial feasibility of ownership of the Property; and (5) arrange for termination of existing leases and relocation of any long term lessees. If Purchaser, in its sole and absolute discretion, determines that the results of any inspection, test, or examination, or attempts at termination and relocation of existing leases do not meet Purchaser's (or its assignees', underwriters', investment bankers', board of directors', lenders', or investors') criteria for purchase, financing, or operating of the Property in the manner contemplated by Purchaser, or if the information disclosed does not otherwise meet Purchaser's investment criteria or underwriting for any reason whatsoever, or if Purchaser, in its sole discretion, otherwise determines that the Property is unsatisfactory to it, then Purchaser may terminate this Agreement by written notice to Seller, given not later than the last day of the Due-Diligence Period. Upon such termination, the Earnest Money, together with all interest accrued thereon, shall be returned immediately to Purchaser, and except as otherwise provided in this section, neither party shall have any further liability to the other hereunder. In the event Purchaser fails to notify Seller of its intent to terminate this Agreement prior to the expiration of the Due-

Diligence Period, Purchaser's right to terminate this Agreement shall be waived and become null and void.

23. ACCEPTANCE BY PURCHASER

Until accepted by the Purchaser, this document constitutes an irrevocable offer to sell by the Seller on the terms stated above. Seller acknowledges and agrees that this Agreement is subject to Purchaser's right and legal responsibility to formally submit this Agreement to the City Council for review, approval and authorization to execute. If not so approved by the Council by September 27, 2016, this offer and Agreement shall be void. The parties understand that the City Council may not approve this Agreement and that until approved by the City Council, it is not and shall not be binding upon the City, its officers, employees or agents.

This Agreement has been read and executed in duplicate on the dates beside the parties' authorized agents' signatures.

IN WITNESS WHEREOF, Fifth Avenue Block, LLC, an Illinois limited liability company,, Seller, has caused this Agreement for Sale of Real Estate to be executed this 15 day of September, 2016.



STATE OF IOWA)
) SS:
COUNTY OF SCOTT)

On this 15th day of Sept, 2016, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Rodney A. Blackwell, to me personally known, who being by me duly sworn (of affirmed), did say that he is Managing Principal and sole owner of Fifth Avenue Block LLC, an Illinois limited liability company and that said instrument was signed on behalf of said company. Rodney A. Blackwell acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Jennifer Kakert
NOTARY PUBLIC



IN WITNESS WHEREOF, the **CITY OF MOLINE**, Buyer, has caused this Agreement for Sale of Real Estate to be duly executed in its name and on behalf by Scott Raes, its Mayor, this _____ day of _____, 2016.

CITY OF MOLINE (Buyer)

Scott Raes, Mayor

Attest:

Tracy A. Koranda, City Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF ROCK ISLAND)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **SCOTT RAES** and **TRACY A. KORANDA**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Moline, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

NOTARY PUBLIC

Approved as to Form:

Maureen E. Riggs, City Attorney

EXHIBIT "C"

PROJECT SCHEDULE

Estimated Schedule:

Structural repairs, demolition and environmental remediation. 11/16 – 8/17

Tenant relocation. 11/16 – 8/17

Plan submission. 6/17 – 8/17

Building Conversion. 9/17 – 7/18

Open. 7/18 – 8/18

Note: Anticipated dates could vary 2-3 months depending on environmental remediation and tenant relocation timing/delays.

EXHIBIT "D"

ELIGIBLE REDEVELOPMENT COSTS

Costs as Permitted Pursuant to Section 5/11-74.4-3 (q) and any other applicable sections of the Act:

- Acquisition and other Property Assembly Costs
- Rehabilitation, Reconstruction, Repair and Remodeling costs
- Development Services Design and Engineering Services
- Legal/Appraisal
- Surveys and Environmental Reports Related to Property Assembly
- And any other items permitted by the Act

EXHIBIT "E"

ILLUSTRATED EXAMPLE OF ESTIMATED COMBINED REBATE WORKSHEET

5TH AVENUE BUILDING/SEARS ROEBUCK BUILDING REDEVELOPMENT ESTIMATED INCREMENT WORKSHEET

5th Avenue Building	08-4376	\$	1,418,922.00	\$	473,260.00
Sears Roebuck Building	08-4377	\$	252,804.00	\$	84,268.00
				\$	557,528.00
Total Project Cost:		\$	18,000,000.00		
Current FAV		\$	557,528.00		
Value at Completion		\$	10,800,000.00	(60% of project cost)	
New EAV		\$	3,600,000.00		

Estimated Incentives Available

\$ 30,000.00	Facade Grants	\$15,000 each Building - estimate (to be adjusted to actual)
\$ 70,000.00	Parking Deck Improvements	- estimate (to be adjusted to actual)
\$ 350,000.00	Enterprise Zone	Sales Tax Exemption & Building Permit Fee Waiver (agreed upon amount by Parties)
\$ 6,222,162.87	TIF Property Tax Rebate	
\$ 1,745,755.95	Hotel/Motel Tax Rebate	
\$ 84,639.23	Sales Tax Rebate	
\$ 9,507,558.00		

ID #	Address	Total Fair Market Value (FMV)	EAV (2015)	"Base" EAV (2016)	New EAV	*Project Increment	2015 Tax Rate 9.008%	Development Increment
	1620 & 1630 5th Ave	\$ 10,800,000.00	\$ 557,528.00	\$ 557,528.00	\$ 3,600,000.00	\$ 3,042,472.00	9.308%	\$ 783,208.51
		\$ 10,800,000.00	\$ 557,528.00	\$ 557,528.00	\$ 3,600,000.00	\$ 3,042,472.00		\$ 783,208.51

REBATE ESTIMATE SCHEDULE	No. of Years	Assessment Year	Payable Year	Net Property Tax Increment*	Property Tax Rebate	Developer % PT Rebate	Hotel/Motel Tax Increment	QCCVB 17.857%	50%		20%		Combined Rebate Total	Cumulative Rebate	Net Present Value of Rebates @ 6%	Cumulative NPV of Rebates @ 6%
									Hotel/Motel Rebate	Sales Tax Increment	Sales Tax Rebate	Rebate				
1	2018	2019		\$141,004.25	\$177,443.87	90%	\$109,300.00	\$37,374.70	\$89,923.85	\$185,000.00	\$18,850.00	\$718,756.48	\$215,256.48	204,015.54	204,015.54	
2	2019	2020		\$288,672.58	\$359,985.41	90%	\$235,550.00	\$42,062.10	\$96,743.92	\$315,000.00	\$31,500.00	\$359,879.33	\$575,135.80	320,291.32	524,306.95	
3	2020	2021		\$436,550.88	\$545,678.12	90%	\$353,400.00	\$45,749.64	\$104,075.38	\$330,000.00	\$33,000.00	\$372,562.80	\$946,696.10	312,868.81	817,115.67	
4	2021	2022		\$584,429.17	\$730,540.80	90%	\$471,200.00	\$47,749.62	\$109,625.19	\$345,000.00	\$34,500.00	\$383,704.01	\$1,332,450.11	303,977.04	1,146,592.72	
5	2022	2023		\$732,307.47	\$915,653.60	90%	\$589,000.00	\$50,374.60	\$115,962.70	\$360,000.00	\$36,000.00	\$395,361.90	\$1,727,821.41	295,416.96	1,436,529.88	
6	2023	2024		\$880,185.77	\$1,100,231.52	90%	\$706,800.00	\$51,562.09	\$118,915.56	\$367,000.00	\$36,700.00	\$403,685.52	\$2,131,501.93	284,578.84	1,721,108.32	
7	2024	2025		\$1,028,064.07	\$1,285,079.04	90%	\$824,600.00	\$52,812.08	\$121,468.56	\$375,000.00	\$37,500.00	\$412,268.06	\$2,543,769.79	274,175.01	1,995,287.53	
8	2025	2026		\$1,175,942.37	\$1,479,923.84	90%	\$942,400.00	\$54,067.07	\$124,941.97	\$380,000.00	\$38,000.00	\$420,949.76	\$2,964,715.56	264,309.09	2,259,396.62	
9	2026	2027		\$1,323,820.67	\$1,674,808.64	90%	\$1,060,200.00	\$55,312.06	\$127,416.87	\$390,000.00	\$39,000.00	\$429,766.46	\$3,384,482.02	254,374.57	2,513,771.19	
10	2027	2028		\$1,471,698.97	\$1,869,693.44	90%	\$1,178,000.00	\$56,562.05	\$130,891.98	\$397,000.00	\$39,700.00	\$438,571.32	\$3,804,053.34	244,455.88	2,758,227.07	
11	2028	2029		\$1,619,577.27	\$2,064,578.24	90%	\$1,295,800.00	\$57,812.04	\$134,367.09	\$404,000.00	\$40,400.00	\$447,377.09	\$4,223,430.43	234,537.40	2,992,764.47	
12	2029	2030		\$1,767,455.57	\$2,259,463.04	90%	\$1,413,600.00	\$59,062.03	\$137,842.20	\$411,000.00	\$41,100.00	\$456,182.00	\$4,642,612.43	224,618.92	3,217,383.39	
13	2030	2031		\$1,915,333.87	\$2,454,347.84	90%	\$1,531,400.00	\$60,312.02	\$141,317.31	\$418,000.00	\$41,800.00	\$464,992.00	\$5,061,604.43	214,700.44	3,432,083.83	
14	2031	2032		\$2,063,212.17	\$2,649,232.64	90%	\$1,649,200.00	\$61,562.01	\$144,792.42	\$425,000.00	\$42,500.00	\$473,792.00	\$5,480,396.43	204,781.96	3,646,865.79	
15	2032	2033		\$2,211,090.47	\$2,844,117.44	90%	\$1,767,000.00	\$62,812.00	\$148,267.53	\$432,000.00	\$43,200.00	\$482,587.00	\$5,900,983.43	194,863.48	3,861,729.27	
16	2033	2034		\$2,358,968.77	\$3,039,002.24	90%	\$1,884,800.00	\$64,062.00	\$151,742.64	\$439,000.00	\$43,900.00	\$491,382.00	\$6,322,365.43	184,945.00	4,076,674.27	
17	2034	2035		\$2,506,847.07	\$3,233,887.04	90%	\$2,002,600.00	\$65,312.00	\$155,217.75	\$446,000.00	\$44,600.00	\$499,182.00	\$6,743,547.43	175,026.52	4,291,700.79	
18	2035	2036		\$2,654,725.37	\$3,428,771.84	90%	\$2,120,400.00	\$66,562.00	\$158,692.86	\$453,000.00	\$45,300.00	\$507,982.00	\$7,164,729.43	165,108.04	4,506,808.83	
19	2036	2037		\$2,802,603.67	\$3,623,656.64	90%	\$2,238,200.00	\$67,812.00	\$162,167.97	\$460,000.00	\$46,000.00	\$516,782.00	\$7,585,911.43	155,189.56	4,722,916.83	
20	2037	2038		\$2,950,481.97	\$3,818,541.44	90%	\$2,356,000.00	\$69,062.00	\$165,643.08	\$467,000.00	\$46,700.00	\$525,582.00	\$8,007,093.43	145,271.08	4,939,027.91	
21	2038	2039		\$3,098,360.27	\$4,013,426.24	90%	\$2,473,800.00	\$70,312.00	\$169,118.19	\$474,000.00	\$47,400.00	\$534,382.00	\$8,428,275.43	135,352.60	5,155,140.00	
Total				\$6,913,514.29	\$6,222,162.87		\$6,685,307.23	\$1,193,795.11	\$2,745,755.96	\$8,463,923.00	\$84,639.23	\$9,052,558.05				

* Year 1 assumes Property 50% assessed at 1/1/18. 2% Annual Increment Growth for Years 2-10, 1% for Years 11-21.

Note: If \$30,000 Façade Grants received & \$70,000 Parking Deck Improvements performed & Enterprise Zone (STE) maintained, remaining Incentives from Rebates = \$4,150,000. Based on estimates, such will be achieved between Years #16-17.

EXHIBIT "F"

LETTER OF UNDERSTANDING HOTEL INCENTIVES



Lewis J. Steinbrecher
City Administrator

619 16th Street
Moline, Illinois 61265

Phone: 309.524.2004
Email:
lsteinbrecher@moline.il.us

August 29, 2016

Mike Amin
Moline Promenade Investors, LLC
1415 River Drive
Moline, IL 61265

Dear Mike:

Pursuant to the meeting which took place on Monday, August 8, 2016, the City wishes to confirm the description of the proposed hotel to be located within the Fifth Avenue and Sears Roebuck Buildings located at 1620 and 1630 Fifth Avenue, Moline. Based on the meeting and the below description, it is the City's understanding that you acknowledge and approve the ability of the City to enter into a performance based development with the HOA LLC immediately. Further all parties acknowledge that the Hotel will not open until 12 months after the Element Hotel, or May 31, 2018, whichever occurs first.

FIFTH AVENUE BUILDING HOTEL DESCRIPTION

CATEGORY: A full service hotel
BRAND: The hotel will seek branding as a Marriott or Hyatt brand pending acceptance. No brand has been formally approved. The hotel may be operated under an independent boutique brand, The Hotel Renovò, a brand owned and operated by Heart of America Group.
ROOM COUNT: Approximately 107 +/-
PROJECTED ADR: \$155 - \$165
OPENING: May 31, 2018 or 12 months after the opening of the Westin Element Hotel, whichever is sooner.
RESTAURANT: The LaFlama restaurant space will be reprogrammed into a full service food and beverage operation that will open to the public during normal operating hours.
AMENITIES: Heart of America Group will explore how to incorporate the Barnett/Sears Building into the hotel design for use as meeting/conference space and health facilities. This 14,000 square foot building is owned by Heart of America Group. This adjacent building may also include other uses.
SERVICE LEVEL: Heart of America Group will use good faith efforts to obtain 4 star status. The hotel will offer room service, dry cleaning and similar services. The hotel will coordinate with neighboring businesses to provide barber and salon, floral and other personal services.

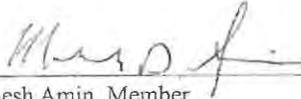
The City and HOA LLC will keep you informed as to the status of any agreements as well as provide you with the details of the project as they become available. In addition, should the project follow the PMT/DBMT process, the Amin Group will be included in the Core DBMT Team.

Sincerely,



Lew Steinbrecher
City Administrator
City of Moline

Please acknowledge by signature below that the items listed in the letter are accurate and that you consent to the City executing a performance based development agreement with HOA LLC, and that such agreement will not be considered to be a breach of the agreement between the City of Moline and Moline Promenade Investors LLC.



Mahesh Amin, Member
Moline Promenade Investors, LLC

EXHIBIT "G"
SCHEMATICS

To be completed when plans are finalized. Proposed exterior schematic below.



Council Bill/Special Ordinance No. 4054-2016

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and Moline 501, L.L.C. and Moline Chase, L.L.C. for the “Chase Bank Building” project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreement.

WHEREAS, Moline 501, L.L.C. and Moline Chase, L.L.C. (“Developer”) seeks to enter into a Performance Based Development Agreement with the City to facilitate redevelopment of the property consisting of the following property: (08)5719, 501 15th Street, known as the Chase Bank Building Project (“Project”); and

WHEREAS, the Project will consist of Developer completing a Historic Rehabilitation of 501 15th Street into 31 market rate apartments and maintaining the existing commercial spaces on the basement, first and annex space with floors 2-9 to contain mostly one bedroom units ranging between 500-800 square feet. Additional amenities will be incorporated, including storage, fitness, and common gathering and recreational spaces; and

WHEREAS, the City wishes to support the redevelopment within the Project through the granting of certain lawful incentives to Developer, including but not limited to those available through Tax Increment Financing (“TIF”) pursuant to the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the “Act” or the “TIF Act”); and

WHEREAS, the City believes that the Redevelopment Project to be located on the Property and the fulfillment generally of the terms of this Development Agreement are in the vital and best interest of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That the Mayor and City Clerk are hereby authorized to execute a Development Agreement between the City of Moline and Moline 501, L.L.C. and Moline Chase, L.L.C. for the Chase Bank Building project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreement; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

Section 2 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

DEVELOPMENT AGREEMENT

Between the

CITY OF MOLINE

and

MOLINE 501, L.L.C. AND MOLINE CHASE, L.L.C.

“CHASE BANK BUILDING”

THIS INDENTURE ("Agreement") made and entered into on this _____ day of _____, 2016, by and between the City of Moline, an Illinois Municipal Corporation (“City”), and Moline 501, L.L.C., an Iowa limited liability company and Moline Chase, L.L.C., an Illinois Limited Liability Company, as tenants in common, duly registered to do business in the State of Illinois. (“Developer”).

WITNESSETH:

WHEREAS, the City wishes to engage in certain lawful activities authorized by applicable law to assist private persons and entities in carrying out certain redevelopment activities which are identified in the Project Plan for the City’s Tax Incremental Financing District (TIF) enacted pursuant to the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the “Act”); and

WHEREAS, the City wishes to enter into this Performance-Based Development Agreement with the Developer in order to facilitate redevelopment of the Property (as defined below) located at 501 15th Street and

WHEREAS, the Redevelopment Project shall consist of the following elements:

- i. Completion of a Historic Rehabilitation of 501 15th Street into 31 market rate apartments and maintaining the existing commercial spaces on the basement, first and annex space with floors 2-9 to contain mostly one bedroom units ranging between 500-800 square feet. Additional amenities will be incorporated, including storage, fitness, and common gathering and recreational spaces.
- ii. The entire property, including the attached annex, is comprised of approximately 48,000 sq. ft.; roughly 31,500 sq. ft. of renovations are planned as part of the primary apartment conversion. Additional improvements will be necessary to facilitate the location of a tenant in the 17,883 sq. ft. annex.

The foregoing elements of the Chase Bank Building Project shall hereinafter be collectively referred to as the "Redevelopment Project" unless individually identified; and

WHEREAS, the Redevelopment Project is to take place upon that certain real property described above as parcel number 08-5719, which is more particularly described in Exhibit A, "Legal Description," attached hereto and incorporated herein by this reference thereto; and

WHEREAS, the City has made a commitment to identify and conserve those properties which serve as a visible reminder to the City's architectural and social history, thereby contributing to the cultural and economic vitality and livability of the City through the implementation of sound urban planning and design principles; and

WHEREAS, it is necessary for the successful completion of the Project that the City enter into this Performance-Based Development Agreement with Developer to provide for the redevelopment of the Property, thereby implementing the TIF Plan; and

WHEREAS, but for certain incentives to be provided by the City in accordance with the Act and pursuant to the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein, the Parties acknowledge and agree that but for the incentives, to be provided by the City as set forth herein, Developer cannot successfully and economically develop the Property substantially in conformance with the Redevelopment Project. The City has determined that it is desirable and in the City's best interests to assist Developer in the manner set forth herein and as this Performance-Based Development Agreement may be supplemented and amended from time to time; and

WHEREAS, the City wishes to assist private developers in carrying out projects that expand housing opportunities and create commercial enterprises in the City; and

WHEREAS, the City believes that the Redevelopment Project to be located on the Property and the fulfillment generally of the terms of this Agreement are in the vital and best interests of the City and its residents, and are in accord with its duty, authority, and the public purposes and conditions arising under the Act and all applicable state and local laws and requirements.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby stipulate, covenant, contract and agree as follows, to-wit:

I. CITY'S AGREEMENT TO PROVIDE ASSISTANCE.

The following sets forth the intentions, undertakings and contractual obligations and responsibilities of the City under this Agreement in accordance with the

Development Timetable contained in Exhibit B, attached hereto and incorporated by reference herein:

- A. Maximum TIF Payment. The City's total payment paid from the net incremental real estate tax generated by the Redevelopment Project under this Section I shall not extend beyond December 31, 2039, which is the expiration of the property tax TIF district.

The estimated total project cost for the Redevelopment Project is Eight Million Three Hundred Thirty Three Thousand Three Hundred Thirty Four Dollars and 00/100 (\$8,333,334.00). Fifteen percent (15%) of the estimated total project cost equals One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00). In no event shall the maximum total assistance ever exceed One Million Two Hundred Fifty Thousand Dollars and 00/100 distributed from the property tax rebate. In the event that the total project cost is less than the amount shown above, then fifteen percent (15%) of the reduced project cost will be the maximum amount paid to the Developer through the term of this Agreement. If, for example, the total project costs are twenty percent (20%) less than the amount shown above, then the total City rebate distributed from the property tax rebate will be reduced by twenty percent (20%).

- B. Property Tax Rebate. The City shall pay through its TIF Fund to Developer ninety percent (90%) of the net incremental annual real estate taxes once collected by the City . The net incremental annual real estate taxes paid to the City shall be reimbursed to the Developer only to pay for eligible redevelopment expenses allowed under the Act (65 ILCS 5/11-74.4-3) as illustrated in Exhibit C, "TIF Eligible Expenses," attached hereto and incorporated herein by this reference, subject to the maximum identified in I.A. above.

The base year for computation purposes of the net incremental annual real estate taxes is agreed to be 2016, and the base Equalized Assessed Valuation (EAV) for the base year 2016 for parcel 08-5719 is Three Hundred Seventy Three Thousand Twelve Dollars (\$373,012.00). The property tax rebate period will start with assessment year 2017 and payment year 2018. The payment shall be from the incremental property tax generated solely by the Property, and paid to the City's TIF Account; the City shall remit to the Developer within thirty-days (30) after receipt of total annual payment into said City's TIF Account from Rock Island County. Ninety percent (90%) of the Incremental Real Estate Taxes generated will be paid to the Developer for the particular year in question as set forth above until the maximum rebate has been paid.

Developer agrees to pay property taxes for the Property when due and payable and understands and agrees that failure to pay property taxes for the Property in a timely manner will render the City's rebate obligation null and void. Developer further agrees that the total rebate paid is limited to the increment generated by the project and paid to the City's TIF Account and may not be the amount identified in Section I.A. above. An illustrative example of the payments called for under this paragraph is shown in Exhibit D attached hereto and by this reference made a part hereof. The parties agree that the figures shown in Exhibit D are for illustrative purposes, and the actual payments to be made in any given year may be less than the amount shown or may be \$0 depending upon the actual experience.

- C. Maximum Amount of Property Tax Rebate. Pursuant to 65 ILCS 5/11-74.4-3(q), the maximum amount of rebate shall not exceed the sum of all reasonable or necessary eligible expenses (see Exhibit C) incurred or incidental to the Redevelopment Plan and Redevelopment Project.
- D. Final Payment. Upon final payment of the amount specified in paragraph I.A., above, or upon making the final payment as specified in I.B. above, the City's obligations under this Agreement shall be fully paid and satisfied regardless of the total amount of payments actually received by the Developer.
- E. Interest. There shall be no interest charged to the City or due to the Developer pursuant to this Agreement at any time, and no interest shall ever be paid to the Developer from the City pursuant to this Agreement, irrespective of whether or not the City is delinquent or otherwise tardy in making payments required hereunder.
- F. Enterprise Zone Benefits. The City shall take no action to eliminate the Enterprise Zone while still authorized by statute for the benefit and duration of the Redevelopment Project by which means materials can be purchased for the construction of the Redevelopment Project without the imposition of sales tax and other economic benefits may be obtained under the Enterprise Zone guidelines as are available under the law. The City will cooperate and assist the Developer in its application for all Enterprise Zone benefits, if any, but the City does not warrant or assure or guarantee that any such benefits will be available to the Developer.
- G. Grants and Loan Applications. The City agrees to use its best efforts to support the Developer in applying to state and federal grant or loan programs that will enhance the Redevelopment Project.

- H. TIF Amendments. The parties expressly understand and agree that all payments provided for in the paragraphs set forth above shall be at all times subject to the requirements and restrictions of the Act.

II. DEVELOPER AGREEMENT TO DEVELOP PROPERTY.

- A. Upon the execution of this Agreement, the Developer shall complete the Redevelopment Project substantially in accordance with the plans and specifications for the Redevelopment Project, which plans and specifications must be approved by the City prior to commencement of the Redevelopment Project (such approval may not unreasonably be withheld), as may be normal, customary or required in order to proceed with the Redevelopment Project, in accordance with all applicable rules, codes, regulations, ordinances and laws.
- B. Developer agrees to complete the following project elements in accordance with the Development Timetable attached hereto and incorporated herein by reference as Exhibit B:
- i. Completion of a Historic Rehabilitation of 501 15th Street into 31 Market Rate Apartments and maintaining the existing commercial spaces on the basement, first and annex space with floors 2-9 to contain mostly one bedroom units ranging between 500-800 square feet. Additional amenities will be incorporated, including storage, fitness, and common gathering and recreational spaces.
 - ii. The entire property, including the attached Annex, is comprised of approximately 48,000 sq. ft.; roughly 31,500 sq. ft. of renovations are planned as part of the primary apartment conversion. Additional improvements will be necessary to facilitate the location of a tenant in the 18,000 sq. ft. Annex.
- C. Code Compliance. To the best of the Developer's knowledge, the Redevelopment Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinances. Further, Developer warrants that the City Code Compliance Manager or Building Official and City Fire Department shall have approved all building plans submitted and agrees to follow all recommendations and requirements of the City Code and the City Code Compliance Manager or Building Official and Fire Chief.
- D. Assessed Valuation. Developer agrees not to appeal the annual assessed valuation of the Property as determined by the Moline Township Assessor until the expiration of this TIF district, provided that any such assessment is consistent with that of comparable properties

within the Quad Cities or by an independent appraisal mutually agreed to by the City and Developer.

III. CONDITIONS PRECEDENT TO CITY'S INCENTIVE PAYMENTS HEREUNDER.

A. The Parties agree that the performance of their respective obligations set forth herein are specifically contingent upon the satisfaction and performance of the Developer having obtained debt and equity financing, or commitments for the same, in such amounts and having such financial terms as are reasonable and related to a fair market financing subject to the exercise of the Developer's discretion within sixty (60) days of the execution of this Agreement.

B. Prior to the disbursement of any TIF rebate payments, Developer shall provide documentation of the actual project cost incurred, which have been independently verified by a third party mutually agreed to by City and Developer, at Developer's expense. Failure to provide an independently verified accounting of project costs for purposes of calculating the TIF rebate payments pursuant to paragraphs I. A and I. B, preceding, shall constitute a breach of this Performance-Based Development Agreement and relieve the City of its obligation to make payments hereunder.

IV. WARRANTIES OF THE CITY.

The City represents and warrants to the Developer that it is empowered and authorized to execute and deliver this Agreement and to lend and deliver the assistance described herein upon proof of eligible "redevelopment project costs" pursuant to Section 5/11-74.4-3(q) of the Act, and to execute and deliver all other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered will be, duly executed and delivered on behalf of the City pursuant to its legal power and authority to do so. When executed and delivered to the Developer, all such agreements shall constitute a legal, valid, and binding obligation of the City, enforceable in accordance with the terms of all such agreements.

V. WARRANTIES OF THE DEVELOPER.

A. The Developer represents and warrants to the City that the Developer are an Illinois Limited Liability Company and an Iowa Limited Liability Company, as tenants in common duly organized and existing under the laws of the State of Illinois and Iowa, respectively, and duly authorized to do business in the State of Illinois and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

B. The Developer represents and warrants to the City that this Agreement has been duly authorized, executed, and delivered by the Developer, and will be enforceable against the Developer by its terms, except to the extent that such

enforceability shall be limited by bankruptcy, or solvency, or similar laws of general application affecting the enforcement of creditor rights, and by equitable principles.

C. The Developer represents and warrants to the City that the execution and delivery of this Agreement, and the consummation of the transactions contemplated in this Agreement will not violate any provision of its operating agreement or any other contract, agreement, court order or decree to which the Developer may be a party or to which the Developer may be subject, or any applicable federal or state law or municipal ordinance.

VI. DEVELOPER'S INDEMNIFICATION.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman, from any default or breach of the terms of this Agreement by the Developer, or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer or Developer's contractor). The Developer shall, at the Developer's sole cost and expense, appear, defend and pay all charges, attorneys' fees, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at the Developer's sole cost and expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

The City makes no representations or warranties as to whether or not the Illinois Prevailing Wage Act applies to this Project. Payment of Prevailing Wage and compliance with the Prevailing Wage Act, if required, is the sole responsibility of Developer, and/or its contractors and subcontractors. Developer agrees to indemnify and hold harmless the City and the agents, officers and employees thereof against all losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise from any claims pertaining to the Illinois Prevailing Wage Act.

VII. ENTIRE AGREEMENT.

This document and exhibits hereto contain the entire agreement between the Developer and the City as to this Agreement and its burdens and benefits shall inure to the benefit of, and shall be binding upon the parties hereto or a memorandum thereof

and their respective heirs, executors, successors, and assigns. This Agreement or a memorandum thereof shall be recorded as set forth below, and may be modified only by written amendment signed by the Developer and the City, which amendment shall become effective upon recording by either party in the Recorder's Office in Rock Island County, Illinois.

VIII. ASSIGNMENT.

The Developer hereunder may assign the rights, duties, and obligations of the Developer only with the prior written consent of the City (which consent may not unreasonably be withheld).

Notwithstanding the foregoing, the Developer may without City's consent, assign this Agreement to any Related Entity or Successor (as such terms are defined below).

"Related Entity" means any corporation or other business entity which controls, is controlled by or is under common control with the Developer. For purposes of the preceding sentence, "control" means either (i) ownership or voting control, directly or indirectly, of 50% or more of the voting stock, partnership interests or other beneficial ownership interests of the entity in question or (ii) the power to direct the management and policies of such entity.

"Successor" means an entity resulting from a merger, consolidation, reorganization or recapitalization of or with the Developer.

For the purposes of this paragraph, consent shall be deemed given by the City upon execution of this Agreement for any assignment to any person or entity having a verified net worth of not less than Five Million and No/100 Dollars (\$5,000,000.00). If a request for consent is not denied in writing on or before thirty (30) days after written request, such consent shall be deemed given.

IX. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

Any warranty, representation, or agreement herein contained shall survive the execution of the Agreement.

X. NOTICE OF DEFAULT.

In the event either party is in default hereunder (the "Defaulting Party"), the other party (the "Non-Defaulting Party") shall be entitled to take any action allowed by applicable law by virtue of said default provided that the Non-Defaulting Party first gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the Defaulting Party.

XI. REMEDIES UPON DEFAULT.

A. If, in the City's judgment, the Developer is in default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in Paragraph A above have expired or if all or a portion of any such agreement is terminated, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including without limitation the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement. To effect the City's termination of this Agreement under this Section XI.B., the City's sole obligation shall be to record, in the office of the Rock Island County Recorder, a Certificate of Default executed by the Mayor of the City or such other person as shall be designated by the City, stating that this Agreement is terminated pursuant to the provisions of this Section XI.B., in which event this Agreement by virtue of the recording of such certificate, shall *ipso facto* automatically become null and void and of no further force and effect.

C. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default

cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any right or remedy as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. Notwithstanding the foregoing, in the event either party shall institute and complete legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the substantially prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

E. The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

XII. NON-DISCRIMINATION.

The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased, or used by the Developer in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, sexual orientation, religion, marital status, age, handicap, or national origin, and that the development of and construction and operations on the Property shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds.

XIII. NOTICES.

Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when (a) hand delivered to the party to whom the notice is addressed; (b) mailed by certified mail, return receipt requested, United States mail, postage prepaid; or (c) delivered by overnight courier delivery service (i.e. Federal Express, UPS, etc.) and addressed to the party at the address shown as follows:

TO CITY: City Administrator and City Clerk
619 16th Street
Moline, IL 61265

WITH A COPY TO: City Attorney
619 16th Street
Moline, IL 61265

TO DEVELOPER: Moline 501, L.L.C.
4600 E. 53rd Street
Davenport, IA 52807

Moline Chase, L.L.C.
4600 E. 53rd Street
Davenport, IA 52807

Any party may change the address to which notices shall be sent by notice given in accordance with the terms of this paragraph.

XIV. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

XV. HEADINGS.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

XVI. APPLICABLE LAW.

This Agreement and each of its subparts and incorporated items thereto shall be interpreted under the laws of the State of Illinois and any action brought to enforce or interpret any of its provisions or otherwise involving this Agreement must be filed in a Rock Island County, Illinois, court of competent jurisdiction.

XVII. SEVERABILITY.

Should any part of this Agreement be determined to be illegal, invalid, or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity, or unenforceability shall continue in full force and effect, fully binding both parties, their respective heirs and assigns, as to such remaining terms.

XVIII. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

From time to time hereafter and without further consideration, each of the parties to this Agreement shall execute and deliver, or cause to be executed and delivered, such recordable memoranda, further instruments, and agreements, and shall take such other actions, as any other party may reasonably request, in order to more effectively memorialize, confirm, and effectuate the intentions, undertakings, and obligations contemplated by this Agreement.

XX. DELAYED EXECUTION.

After this Agreement is approved by the Moline City Council and duly signed by the Mayor and attested by the City Clerk, the Developer shall have up to ten days (10) from that date to execute this Agreement, and this Agreement shall not be binding on the parties until duly executed by both parties.

XXI. DISCLAIMER OF THIRD PARTY BENEFITS.

The intentions, affirmations, authorizations and agreements between the parties hereto as expressed herein are approved solely by and between the parties hereto and no other; and provided further, however, that neither and none of such intentions, affirmations, authorizations or agreements may be relied upon by any person or entity, to such entity or person(s) detriment, or for any reason whatsoever, whether third person or otherwise. Any such reliance or purported reliance as a third party beneficiary to this Agreement or predicated upon any other relationship to any of the parties hereto and each of them, whether real or alleged, is specifically disclaimed by the parties herein.

XXII. TERM.

This Agreement shall be in full force and effect from and after execution hereof by the last party to execute same and shall remain in full force and effect to and until the earlier of (i) December 31, 2039 and (ii) the final net incremental annual real estate property tax payment generated under the TIF Ordinances for TIF eligible Project costs have been received by Developer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth above their respective signatures.

THE CITY OF MOLINE, ILLINOIS

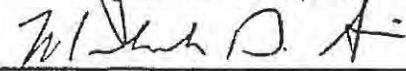
**Moline 501, L.L.C. and
Moline Chase, L.L.C.**

DATED: _____

DATED: 9/6/16

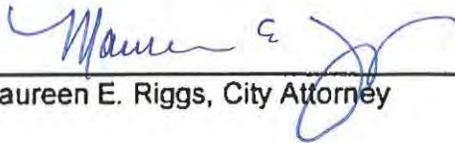
By: _____
Scott Raes, Mayor

By:  _____
MOLINE 501, LLC

By:  _____
MOLINE CHASE, LLC

Attest: _____
Tracy Koranda, City Clerk

Approved as to form:



Maureen E. Riggs, City Attorney

STATE OF ILLINOIS)
)
COUNTY OF ROCK ISLAND) SS:

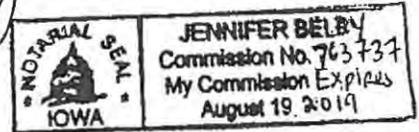
On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **Scott Raes and Tracy Koranda** to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **CITY OF MOLINE**, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

NOTARY PUBLIC

STATE OF IOWA)
)
COUNTY OF SCOTT) SS:

On this 6th day of September, 2016, before me, a Notary Public in and for said County and State aforesaid, personally appeared James V. Russell to me personally known, who being by me duly sworn (or affirmed) did say that they are the Managers of **Moline 501, L.L.C.**, and that said instrument was signed on behalf of the Corporation; James V. Russell acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by him voluntarily executed.

[Signature]
NOTARY PUBLIC



STATE OF California)
)
COUNTY OF San Mateo) SS:

On this 6th day of September, 2016, before me, a Notary Public in and for said County and State aforesaid, personally appeared Mahesh D. Amin to me personally known, who being by me duly sworn (or affirmed) did say that they are the Managers of **Moline Chase, L.L.C.**, and that said instrument was signed on behalf of the Corporation; Mahesh D. Amin acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by him voluntarily executed.

NOTARY PUBLIC

see attached

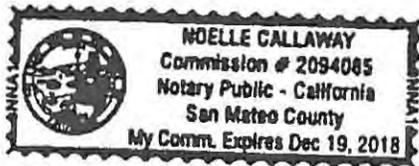
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California) ss
County of San Mateo)

On the 6th day of September, 2016 before me, Noelle Callaway, Notary Public, personally appeared Mahesh D. Amin as a manager of Moline Chase who proved to me on satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/hers/their signatures(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the law of the State of California the forgoing paragraph is true and correct.

WITNESS my hand and seal.



Noelle Callaway
Noelle Callaway
Notary Public, San Mateo County
Commission #2094085
Expires December 19, 2018

If marked, then attached pages will bear embossment of above notary.

EXHIBIT A
LEGAL DESCRIPTIONS

Tract I

Lot 1 and the East 21 feet of Lot 2, all in Block 1 of Pitts, Gilbert and Pitts' First Addition to the City of Moline, County of Rock Island, Illinois; and that part of Fifth Avenue vacated by ordinance dated April 3, 1876, lying adjacent to the North side of said Tract 1; and that part of 15th Street and the public alley vacated by ordinance dated January 26, 1982 and recorded as Document Number 901795, lying adjacent to the South and East side of said Tract 1;

Tract II

Lots 3, 4, 5 and the West 21 feet of Lot 2, all in Block 1 of Pitts, Gilbert and Pitts' First Addition to the City of Moline, County of Rock Island, Illinois; and that part of Fifth Avenue vacated by Ordinance dated April 3, 1876, lying adjacent to the North side of Tract 2;

Tract III

The North Forty-one (41) feet 3 inches of Lot Number Ten (10) in Block Number One (1) in that part of the City of Moline known as and called Pitts, Gilbert and Pitts' First Addition, Also, the North 26 feet of the South 108.95 feet of Lot Number Ten (10) in Block Number One (1) in that part of the City of Moline known as and called Pitts, Gilbert and Pitts' First Addition;

Also, that part of Lot Number Nine (9) in Block Number One (1) of said Pitts, Gilbert and Pitts' First Addition to the Town, now City of Moline described as follows, to wit:

Commencing 40 feet South on the Northeast Corner of said Lot Number Nine (9), thence running South 27 feet, thence West 1½ feet, thence North 27 feet, thence East 1½ feet to the place of beginning; all situated in the County of Rock Island and State of Illinois.

Tract IV

Lot Number Nine (9) in Block 1 of Pitts, Gilbert and Pitts' First Addition to the City of Moline, together with so much of Ann Street as has heretofore been vacated, excepting therefrom the following described property, to wit:

That part of Lot Number Nine (9) in Block Number One (1) of said Pitts, Gilbert and Pitts' First Addition to the Town, now City of Moline described as follows, to wit:

Commencing 40 feet South on the Northeast corner of said Lot Number Nine (9), thence running South, 27 feet, thence West 1½ feet to the place of beginning; all situated in the County of Rock Island and State of Illinois.

EXHIBIT B

DEVELOPMENT TIMETABLE

Begin Construction on 501 15th Street

Upon approval of
Performance-Based
Development
Agreement by City
Council

EXHIBIT C
TIF ELIGIBLE EXPENSES

Expenses as Permitted Pursuant to Section 5/11-74.4-3(q) of the Act:

- Acquisition and other Property Assembly Costs

- Development Services Design and Engineering Services

- Legal/Appraisal

- Surveys and Environmental Reports Related to Property Assembly or Reconstruction, Remodeling, Repair, or Rehabilitation

- Reconstruction, rehabilitation, repair or remodeling

- And other items permitted by the Act

EXHIBIT D
ILLUSTRATIVE EXAMPLE OF REBATE

5th Avenue Building
ESTIMATED INCREMENT WORKSHEET
6/28/2015

Total Project Cost	\$	8,333,334.00	
Current Market Value	\$	1,119,036.00	
EAV Estimate at Completion	\$	5,833,333.80	Fair Market Value (70% of project cost)
	\$	1,250,000.10	Rebate Amount (15% of Total Project Cost)

ID #	Address	Total Fair Market Value (FMV)	EAV (2016)	"base" EAV (2016)	New EAV	*Project Increment	2015 Tax Rate 9.0085	Development Increment
	5719 501 15th Street	\$ 5,833,333.80	\$ 373,012.00	\$ 373,012.00	\$ 1,944,444.60	\$ 1,571,432.60	9.3085	\$ 146,276.80
		\$ 5,833,333.80	\$ 373,012.00	\$ 373,012.00	\$ 1,944,444.60	\$ 1,571,432.60		\$ 146,276.80

REBATE ESTIMATE SCHEDULE

No. Of Yrs.	Assmt Yr**	Payable Yr	Net Prop. Tax Incr.*	Prop. Tax Rebate	% Dev'r. PTX Rebate	Balance To TIF Redevelopment Fund
1	2017	2018	\$73,138.40	\$65,824.56	90%	\$7,313.84
2	2018	2019	\$149,202.34	\$134,282.11	90%	\$14,920.23
3	2019	2020	\$152,186.39	\$136,967.75	90%	\$15,218.64
4	2020	2021	\$155,230.11	\$139,707.10	90%	\$15,523.01
5	2021	2022	\$158,334.72	\$142,501.24	90%	\$15,833.47
6	2022	2023	\$161,501.41	\$145,351.27	90%	\$16,150.14
7	2023	2024	\$164,731.44	\$148,258.30	90%	\$16,473.14
8	2024	2025	\$168,026.07	\$151,223.46	90%	\$16,802.61
9	2025	2026	\$171,386.59	\$154,247.93	90%	\$17,138.66
10	2027	2027	\$174,814.32	\$32,340.65	19%	\$142,473.67
Total			\$1,528,551.79	\$1,250,704.37		\$277,847.42

2017 is a Partial Year Estimate based on Opening July 31, 2017

Council Bill/Ordinance No. 4055-2016

Sponsor: _____

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING the use of public right-of-way in conjunction with the Mercado on 5th for October 7, 14, 21 and 28, 2016.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

October 7, 14, 21 and 28, 2016, from 4:00 p.m. to 10:00 p.m.

All lanes of 5th Avenue from the easternmost side of 11th Street to the westernmost side of 12th Street

It shall be an offense to use said roadways for vehicular purposes during the times herein specified.

Section 2 – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

Section 3 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

September 20, 2016

Date

Passed: September 20, 2016

Approved: September 27, 2016

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Resolution No. 1135-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor to sign and submit the 2016 Community Rating System Annual Recertification to the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) for floodplain management.

WHEREAS, the National Flood Insurance Program's (NFIP) Community Rating System (CRS) is a voluntary incentive program offered by the Federal Emergency Management Agency (FEMA) to recognize and encourage community floodplain management activities that exceed minimum NFIP requirements; and

WHEREAS, the City of Moline has participated in the CRS program since 2010 as a Class 8 community which provides a 10 percent reduction in flood insurance premium rates for properties located in flood hazard areas; and

WHEREAS, to maintain participation in the CRS program, the City's Chief Executive Officer must certify annually that the City of Moline continues to perform its stated floodplain management activities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor is hereby authorized to sign and submit, on behalf of the City of Moline, the Community Rating System Annual Recertification for 2016 with all necessary attachments; provided, however, that said document is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

September 27, 2016

Date

Passed: September 27, 2016

Approved: October 11, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Community City of Moline State IL CID 170591
County Rock Island County

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

CC-213 Recertification

Recertification Date: October 1, 2016		
If there are any changes or corrections to the information below, please cross out the old item and write in the correction.		
	Chief Executive Officer	CRS Coordinator
Name	The Honorable J Scott Raes	Shawn Christ
Title	Mayor of Moline	Land Development Manager
Address	619 16 th Street	619 16 th Street
	Moline, Illinois 61265	Moline, Illinois 61265
Phone	(309) 524-2001	(309) 524-2050
E-mail	sraes@moline.il.us	schrist@moline.il.us

I hereby certify that the City of Moline is continuing to implement the activities on the attached pages as credited under the Community Rating System and described in our original application to the CRS and subsequent modifications.

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area (SFHA) shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the SFHA is reduced by the amount of National Flood Insurance Program (NFIP) flood insurance coverage (structure and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signed _____ (Chief Executive Officer)
The Honorable J Scott Raes, Mayor of Moline

Community City of Moline State IL CID 170591
County Rock Island County

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Your community has been verified as receiving CRS credit for the following activities. If your community is still implementing these activities the CRS coordinator is required to put his or her initials in the blank and attach the appropriate items. The numbers refer to the activity number which is found in the CRS Coordinator's Manual. If the word "**attached**" is used you must provide documentation material for that activity. If no material has been acquired for that activity please explain why there is no material from the past year.

- 310 We are maintaining Elevation Certificates on all new and substantially improved buildings in our Special Flood Hazard Area.
- 310 **Attached** is the permit list for new or substantially improved structures in the SFHA that have been completed in the last year.
- 310 **Attached** are the Elevation Certificates for new or substantially improved structures in the SFHA that have been completed in the last year.
- 310 We continue to make copies of Elevation Certificates on newer properties available at our present office location. [] Initial here if your office address has changed in the past year. Please provide new address with this form.
- 320 We are providing basic flood information, additional FIRM information, problems not shown on the FIRM, historical flood information, and natural floodplain functions to inquirers. [] Initial here if the office address or the manner in which requests may be submitted has changed in the last year. Please provide the new office address or manner of submittal with this form.
- 320 **Attached** is a copy of the letter to all Lenders, Real Estate and Insurance Agents that publicized the credited elements of this service this year.
- 320 **Attached** is a copy of one page of the log, a letter, or other record that we kept on this service this year.
- 320 We are continuing to keep our FIRM updated and maintain old copies of our FIRM.
- 330 **Attached** are copies of all outreach projects conducted this year. Please reference the 330 OP Worksheet attached and mark each attachment.
- 340 People looking to purchase floodprone property are being advised of the flood hazard through our credited hazard disclosure measures.

Community City of Moline State IL CID 170591
County Rock Island County

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

- 350 Our public library continues to maintain flood protection materials.
- 350 We continue to conduct an annual review and update of the information and links in our flood protection website.
- 360 We continue to provide flood protection advice to inquirers.
- 360 **Attached** is a copy of one page of the log, up to three letters, or other records that we kept on this service this year.
- 360 We continue to provide on-site flood protection assistance to inquirers.
- 360 **Attached** is a copy of one page of the log, up to three letters, or other records that we kept on this service this year.
- 360 **Attached** is a copy of the document that told others about providing on-site flood protection advise this year. [] Initial here if the information is included in your annual program for public information. **Mark the attachment to Activity 330 to show where this service is publicized.**
- 410 We continue to use our additional regulatory flood data before a new development can proceed in our floodplain.
- 420 We continue to preserve our open space in the floodplain.
- 430 We continue to enforce the following regulations in our floodplain: Development limitations, Freeboard for new and substantial improvement construction, Foundation Protection, Cumulative Substantial Improvement, Lower Substantial Improvement, Protection of Critical Facilities and Local Drainage Protection [] Initial here if you have amended your floodplain regulations. Attach a copy of the amendment.
- 430 We continue to enforce our current building code. [] Initial here if you have amended your building code. Attach a copy of the amendment.
- 430 We continue to employ those staff credited for attaining their CFM, and those who have attended the credited training courses. [] Initial here if your staff has changed and attach a statement as to the staffing changes.
- 440 We continue to use and update our flood data maintenance system on an annual basis as needed.

Community City of Moline State IL CID 170591
County Rock Island County

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

- ___ 440 We continue to maintain our system of Benchmarks. [___] Initial here if any Benchmarks were found to be missing or inaccurate. Attach a copy of the correct elevation or a description of the missing Benchmark.
- ___ 440 We continue to maintain our historical FIRMs and Flood Insurance Studies.
- ___ 450 We continue to enforce the stormwater management and development provisions of our zoning, subdivision and building code ordinances for new developments in the watershed. [___] Initial here if you have amended your stormwater management regulations. Attach a copy of the amendment.
- ___ 450 We continue to enforce the provisions of our zoning, subdivision and building codes as they pertain to erosion and sediment control and water quality.
- ___ 502 We currently have ___ **repetitive loss properties** and send our notice to ___ **properties** in the repetitive loss areas.
- ___ 502 **Attached** is a copy of this year's notice on property protection, flood insurance and financial assistance that we sent to our repetitive loss areas.

NOTE: Please do not mail or ship packages that need a signature.

Additional Comments:

Attachments:

Community City of Moline State IL CID 170591
County Rock Island County

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

CRS Program Data Table	A. In the SFHA	B. In a regulated floodplain outside the SFHA	C. In the rest of the community
1. Last report's number of buildings in the SFHA (bSF) (line 6, last report)	782		
2. Number of new buildings constructed since last report	+		
3. Number of buildings removed/demolished since last report	-		
4. Number of buildings affected by map revisions since last report (+ or -)			
5. Number of buildings affected by corporate limits changes (+ or -)			
6. Current total number of buildings in the SFHA (bSF) (total lines 1-5)			
7. Number of substantial improvement/damage projects since last report			
8. Number of repetitive loss properties mitigated since last report			
9. Number of LOMRs and map revisions (not LOMAs) since last report			
10. Acreage of the SFHA (aSFHA) as of the last report (line 13, last report)	1,751		
11. Acreage of area(s) affected by map revisions since last report (+ or -)			
12. Acreage of area(s) affected by corporate limits changes (+ or -)			
13. Current acreage of the SFHA (aSFHA) (total lines 10-12)			
14. Primary source for building data:			
15. Primary source for area data:			
16. Period covered:	Current FIRM date		
<i>If available, the following data would be useful:</i>			
17. Number of new manufactured homes installed since last report			
18. Number of other new 1-4 family buildings constructed since last report			
19. Number of all other buildings constructed/installed since last report			

Comments:

(Please note the number of the line to which the comment refers.)

Council Bill/Resolution No. 1136-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Chief of Police to execute a Hold Harmless Agreement between the Police Department and Moline School District for use of the parking lot at Wharton Field House, 1800 20th Avenue, Moline, Illinois, from October 12, 2016 through November 16, 2016 to conduct emergency vehicle operation training.

WHEREAS, the police department will occasionally request the use of real property and buildings for the purpose of conducting training exercises; and

WHEREAS, the use of the parking lot at Wharton Field House is needed to conduct emergency vehicle operation training drills during the period of October 12, 2016 through November 16, 2016; and

WHEREAS, the owner of the property, Moline School District, requires that it be held harmless from any losses and liability that might occur during training.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Chief of Police is hereby authorized to execute a Hold Harmless Agreement between the police department and Moline School District for use of the parking lot at Wharton Field House, 1800 20th Avenue, Moline, Illinois, from October 12, 2016 through November 16, 2016 to conduct emergency vehicle operation training, provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

September 27, 2016

Date

Passed: September 27, 2016

Approved: October 11, 2016

Attest: _____
City Clerk

Approved as to form:

City Attorney

HOLD HARMLESS AGREEMENT

This Agreement is entered for the period October 12, 2016 through November 16, 2016 between the Moline Police Department and Moline School District.

WHEREAS, Moline School District is the owner of Wharton Field House, located at 1800 20th Avenue, Moline, Illinois and has agreed to permit the Moline Police Department to use its parking lot at the above location to host and operate emergency vehicle operation training drills.

WHEREAS, the Moline Police Department wishes to indemnify and hold Moline School District harmless from any liability claims which may arise as a result of the operation of these drills.

It is therefore agreed by the parties as follows:

1. Moline School District will permit the Police Department to use its parking lot at the location of 1800 20th Avenue to host and operate constructive drills during the period of October 12, 2016 through November 16, 2016.
2. The Police Department agrees to be responsible for any damages which might be caused to the Moline School District' facilities by reason of the operation of drills.
3. The Police Department further agrees to hold the Moline School District harmless and to indemnify Moline School District from any and all liability for injury suffered to persons or property by any part which may arise as a result of the operation and conduct of drills as agreed to herein. The Police Department further agrees to pay for any and all legal fees and expenses incurred and/or use the Police Department's legal staff, at the Police Department's discretion, to defend Moline School District in the event any claim of liability is brought against Moline School District.
4. This Agreement shall be binding upon the parties, their successors and assigns.

Moline School District

Moline Police Department

By _____

By _____

Council Bill/General Ordinance No. 3026-2016

Sponsor _____

AN ORDINANCE

AMENDING Chapter 14, "FOOD AND FOOD HANDLERS," of the Moline Code of Ordinances, Sec. 14-2203, "LICENSE FEES & PAYMENT," by enacting one new subsection (d).

WHEREAS, the City seeks to amend Chapter 14, "FOOD AND FOOD HANDLERS," to enhance collection of various municipal fees.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That Chapter 14, "FOOD AND FOOD HANDLERS," of the Moline Code of Ordinances, Section 14-2203, "LICENSE FEES & PAYMENT," is hereby amended by enacting one new subsection (d), which shall read as follows:

"SEC. 14-2203. LICENSE FEES & PAYMENT.

* * * * *

(d) Before any class of license is issued pursuant to this division, the applicant therefore shall pay the license and/or option fee prescribed in this section as well as any outstanding fines, fees, taxes, bills, or invoices due and owing the City by the licensee or its partners if the licensee is a partnership or its stockholders if the licensee is a corporation.

* * * * *

Section 2 – That this ordinance shall be in full force and effect from and after passage, approval, and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney