FIFTH AMENDMENT TO OPTION AND PURCHASE AGREEMENT

THIS Fifth Amendment to Option and Purchase Agreement ("Amendment") is dated as of June 28, 2017 between The Detweiller Playground ("Seller") and The City of Peoria, Illinois ("Purchaser").

WHEREAS, Seller and Purchaser entered into an Option and Purchase Agreement dated August 10, 2015, as amended ("Agreement");

WHEREAS, the parties desire to amend the Agreement as set forth in this Amendment;

NOW, THEREFORE, the parties agree as follows:

1. Section 1 of the Agreement, Option Agreement, shall be deleted in its entirety, and the following Section 1 shall be substituted in its place:

   1. **Option Agreement.** In consideration of the payment of the sum of Forty-one Thousand Five Hundred and 00/100 Dollars ($41,500.00) to Seller by Purchaser (the "Option Payment"), Seller hereby grants to Purchaser the exclusive and irrevocable option to purchase the Real Property from Seller subject to the terms of this Agreement. The option hereby granted may be exercised at any time on or before December 29, 2017 (the "Option Term"). If the option to purchase the Real Property has not been exercised or extended within the Option Term, all of the rights of Purchaser hereunder will expire and terminate on such date and Seller shall retain the Option Payment described above. The option hereby granted shall be exercised by written notice delivered to Seller in accordance with Section 11 of this Agreement.

      1.1 Inspections. During the Option Term, Purchaser and its agents, representatives and independent contractors shall be entitled to enter onto the Real Property, at reasonable times, upon reasonable prior notice to Seller and at Purchaser’s sole expense, to make any and all tests and inspections of the surface, subsurface and improvements of Real Property as Purchaser, in its sole discretion, determines to be necessary. Such tests and inspections may include, without limitation, environmental audits, core drillings and structural inspection of improvements. Purchaser shall restore the Real Property to its original condition after completing any such inspections.

Purchaser shall indemnify, defend and hold harmless Seller for all costs, losses, damages and expenses (including attorneys fees and costs) incurred by Seller as a result of Purchaser’s access to the Real Property hereunder.
2. **Purchase Price of Real Property.** The purchase price of the Real Property shall be Two Hundred Twenty-Five Thousand and 00/100 Dollars ($225,000.00) ("Purchase Price"), to be paid by Purchaser to Seller at Closing, subject to adjustment for proratable items as provided for herein. Purchaser shall receive a credit against the Purchase Price for $29,000 of the Option Payments paid hereunder. The remaining $12,500 of the Option Payments shall not be applied against the Purchase Price.

3. The parties agree that (i) Purchaser paid $6,000.00 toward the Option Payment on or about August 10, 2015, (ii) Purchaser paid $8,500.00 toward the Option Payment on or about October 30, 2015 (iii) Purchaser paid $8,000.00 toward the Option Payment on or about May 25, 2016, (iv) Purchaser paid $6,500.00 toward the Option Payment on or about November 9, 2016 and (v) the sum of $12,500.00 shall be paid by Purchaser upon execution of this Amendment.

4. Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in any note, document, letter, certificate, the Agreement itself, or any communication issued or made pursuant to or with respect to the Agreement, any reference to the Agreement being sufficient to refer to the Agreement as amended hereby. All terms used herein which are defined in the Agreement shall have the same meaning herein as in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, this Amendment shall control.

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

THE CITY OF PEORIA, ILLINOIS

By: ____________________________

Its: ____________________________

Jun 28, 2017

THE DETWEILLER PLAYGROUND

By: ____________________________

Its: ____________________________