

May 9, 2017

Glenn Rieder, Inc.
Michael.Floyd@GlennRieder.com
Direct Dial: 414-389-8671

Community Development Authority
Of The City of West Allis
7525 W. Greenfield Ave
West Allis, WI 53214
Attn: John F. Stibal, Executive Director

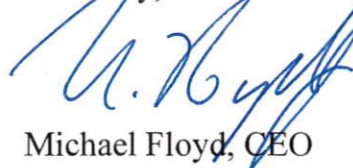
Dear Mr. Stibal:

Re: Agreement for Purchase and Sale
("PSA") of 1960 S. 67th Pl., West Allis, WI
(the "Property") between Glenn Rieder, Inc.
("Buyer") and Community Development
Authority of West Allis ("Seller").

Notwithstanding the fact that the consideration under the PSA will be delivered to Seller by Buyer, this letter is to direct Seller to convey the Property by warranty deed directly to Wooden Shamrock West Allis LLC, a Wisconsin limited liability company.

If you have any questions please do not hesitate to contact me by email or phone. Please sign in the space indicated below.


Sincerely,



Michael Floyd, CEO

Accepted and agreed to this 9 day of May, 2017.

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WEST ALLIS

By: 
Name: John F. Stibal
Its: Executive Director

May 9, 2017

Community Development Authority
City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214
Attn: John F. Stibal

RE: Memorandum of Understanding ("MOU") dated November 18, 2016 by and between Community Development Authority of the City of West Allis ("Seller") and Glenn Rieder Inc. ("Buyer")

Dear Mr. Stibal:

This letter constitutes the written agreement of Buyer and Seller to extend the term of the MOU through the closing of the Purchase and Sale Agreement.

Please acknowledge Seller's agreement to extend the term of the MOU by signing and returning a copy of this letter to Buyer.

GLENN RIEDER INC.

By: 

Michael Floyd, Chief Executive Officer

Accepted this 9th day of May, 2017

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS

By: 

John F. Stibal, Executive Director

May 9, 2017

Community Development Authority
City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214
Attn: John F. Stibal

RE: Memorandum of Understanding ("MOU") dated November 18, 2016 by and between Community Development Authority of the City of West Allis ("Seller") and Glenn Rieder Inc. ("Buyer")

Dear Mr. Stibal:

This letter constitutes the written agreement of Buyer and Seller to extend the term of the MOU through the closing of the Purchase and Sale Agreement. The parties acknowledge that any earnest money requirement has been waived.

Please acknowledge Seller's agreement to extend the term of the MOU by signing and returning a copy of this letter to Buyer.

GLENN RIEDER INC.

By:


Michael Floyd, Chief Executive Officer

Accepted this 9th day of May, 2017

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS

By:


John F. Stibal, Executive Director

SURVEY AFFIDAVIT (OUT OF DATE)



Commitment No.: 873745

Each undersigned, being the owner(s) of the property ("Property") described in the above-referenced commitment ("Commitment"), being first duly sworn, deposes, states and warrants that:

1. Since _____(year), the undersigned has been the owner and holder of fee title to, and the sole party in occupancy and possession of the Property.
2. A survey has been delivered to the Agent (defined below), which survey was drawn by James G. Schneider, dated January 30, 2013
Job No. _____ ("Survey").
3. Since the date of the Survey: (a) no contracts for the furnishing of any labor or materials for the alteration or improvement of the Property or the improvements constructed thereon as shown on the Survey have been entered into, and (b) no additions, alterations or improvements of or to the Property or the improvements constructed thereon have been undertaken or completed as to make the Survey inconsistent with the current state of facts on the Property, except:

I understand that the title company shown on the Commitment ("Agent"), and the title insurance underwriter named in the Commitment ("Underwriter") (Agent and Underwriter are collectively referred to as "Companies"), will rely upon these statements and representations: (a) to remove those standard exceptions relating to survey matters from the title insurance policy or policies to be issued, and (b) the Companies shall not raise any additional survey matters as exceptions except those matters shown above. I agree to indemnify and hold the Companies harmless from and against any and all loss or damage caused by my misrepresentations, inaccuracies and/or omissions in the above information, plus any cost, expense or liability, including attorney fees, arising from the enforcement of this indemnification.

Dated: 5-9-17

Community Development Authority of
the City of West Allis

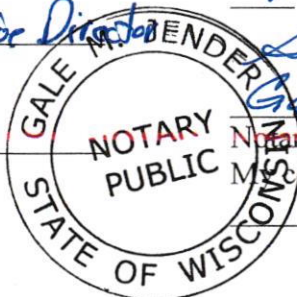
Subscribed and sworn to before me this

R. H. Stahl / Executive Director
Name/Title

9 day of May, 2017 (year).

Gale M. Gendek
Gale M. Gendek
Notary Public, Washington County, Wisconsin.
My commission (expires) (is permanent).
9-11-20

Name/Title



CLOSING AFFIDAVIT AND AGREEMENT - SELLER

Knight Barry

TITLE GROUP

Integrity. Experience. Innovation.

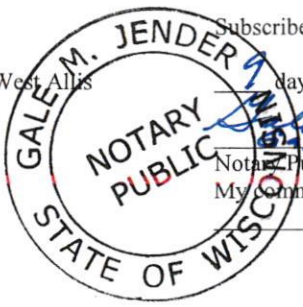
Each undersigned, being the seller(s) (individually and collectively "Seller") of the property ("Property") covered by commitment number 873745 ("Commitment") issued by the company shown on the Commitment ("Company"), as agent for the underwriter shown on the Commitment ("Underwriter"), being first duly sworn, deposes, states and warrants, that:

- 1. Commitment: Except as shown on the Commitment, the Seller has no notice or knowledge of any defects, liens, encumbrances, adverse claims or other matters attaching against the Seller or against the Property.
2. Bankruptcy; Assignment to Creditors; Guardianship: The Seller is not the subject of a pending bankruptcy, a pending assignment for the benefit of creditors, or a pending guardianship.
3. Gap: The Seller has no notice or knowledge of any defects, liens, encumbrances, adverse claims or other matters first appearing in the public records, and attaching against the Seller or against the Property, between the effective date of the Commitment and the date of recording of the deed and/or mortgage to be insured.
4. Special assessments: There are no unpaid special assessments, charges for water or sewer hookup or service, or other tax liens on the Property, except: (if blank the word "NONE" is deemed to be inserted).
5. Construction work: There has been no repair, remodeling or construction work done on the Property within the past six months except: (if blank the word "NONE" is deemed to be inserted).
6. Tenants: There are no tenants and/or occupants (other than the buyer) who will stay on the Property after closing except: (if blank the word "NONE" is deemed to be inserted, attach rent roll if necessary).
7. Association dues and assessments: There are no association dues owed to the Seller's condominium or homeowner's association, except: (if blank the word "NONE" is deemed to be inserted).
8. Minerals: Seller has no notice or knowledge of any use of minerals or mining activity of any kind on the Property during the time that the Seller has owned the Property except: (if blank the word "NONE" is deemed to be inserted).
9. Compliance Agreement: The Company has prepared certain closing documents ("Documents") in reliance upon information and materials obtained by the Company and/or supplied to the Company by others.
10. Legal Advice: The Seller acknowledges that: (a) the Company has not provided legal advice to the Seller, and (b) the Seller has had an opportunity to seek appropriate legal counsel to assist with the review of the Documents.
11. Real Estate Broker: All real estate brokers who are or will be entitled to a commission for the sale of the Property, and/or with whom there is a contract for the lease or management of the Property, have been paid.
12. Indemnity: The Seller understands that the Company shall rely upon these statements and representations to issue the title insurance policies on the Commitment.

Dated: 5-9-17

The Community Development Authority of the City of West Allis

BY: John F. Stibal
Name: John F. Stibal
Its: Executive Director



Subscribed and sworn to before me this 9 day of May, 2017.
Notary Public, Gale M. Jender
My Commission (expires) (is permanent) 9-11-20

THIS AFFIDAVIT IS BEING EXECUTED FOR THE BENEFIT OF THE COMPANY AND UNDERWRITER ONLY. THE RECEIPT OF THIS AFFIDAVIT BY THE COMPANY AND/OR UNDERWRITER DOES NOT CONSTITUTE AN ENDORSEMENT TO ANY TITLE INSURANCE COMMITMENT OR POLICY ISSUED OR TO BE ISSUED BY THE COMPANY OR UNDERWRITER.