

*[Handwritten Signature]*

**RESOLUTION NO. R-2016-09**

**A RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A SETTLEMENT AGREEMENT  
BETWEEN THE VILLAGE OF MAYWOOD  
AND SEAWAY BANK AND TRUST COMPANY**

**WHEREAS**, the Village of Maywood ("Village") is a home rule municipality established and existing in accordance with the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village of Maywood has reached terms on the settlement of the outstanding claims by and between the Village and Seaway Bank and Trust Company ("Seaway") regarding the Guaranty executed by the Village for a line of credit related to Maywood Market; and

**WHEREAS**, Seaway has provided a signed Settlement Agreement and Release to the Village, releasing its claims against the Village. A copy of the Settlement Agreement and Release is attached to this Resolution as **Exhibit 1**; and

**WHEREAS**, the Board of Trustees of the Village finds that it is in the public's best interests that the Settlement Agreement and Release be approved and that payment be made in accordance with the terms thereof be authorized.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the Settlement Agreement and Release, a copy of which is attached hereto as **Exhibit 1**. Further, the Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute the Settlement Agreement and Release, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Release.

**SECTION 2:** The President and Board of Trustees of the Village of Maywood authorize the payment of settlement in accordance with the terms set forth in the Settlement Agreement and Release.

**ADOPTED** this 19<sup>th</sup> day of April, 2016, pursuant to a roll call vote as follows:

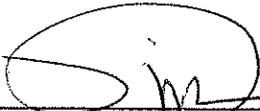
**AYES:** Trustee(s) H. Yarbrough, Sr., A. Dorris, M. Rogers and R. Rivers.

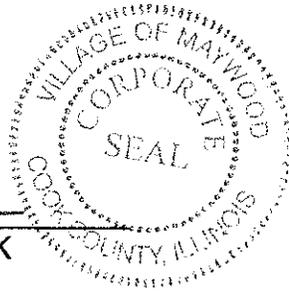
**NAYS:** Mayor Edwenna Perkins, Trustee(s) I. Brandon and M. Lightford

**ABSENT:** None

**APPROVED** by me as Village President, and attested to by the Village Clerk, on the 21<sup>st</sup> day of April, 2016.

**ATTEST:**

  
\_\_\_\_\_  
VILLAGE CLERK



  
\_\_\_\_\_  
VILLAGE PRESIDENT

**Exhibit 1**

**Settlement Agreement and Release**

(attached)

## SETTLEMENT AGREEMENT AND RELEASE

This Agreement is made this \_\_\_\_ day of April, 2016, between **the Village of Maywood, a home rule Illinois municipal corporation** (the "Village"), and **Seaway Bank and Trust Company, successor of First Suburban National Bank** ("Seaway") (collectively referred to as the "Parties").

**WHEREAS**, the Seaway, by and through its predecessor First Suburban National Bank, issued a line of credit in the amount of Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000.00) to Maywood Market, Inc. and Madison & Fifth Avenue, LLC (the "Borrowers"), secured by a Promissory Note dated July 30, 2010 (the "Note"). A copy of the Note is attached hereto as **Exhibit A** and made a part hereof; and

**WHEREAS**, the Village, as additional security for the Note, executed a Guaranty of Payment dated August 11, 2010 with Seaway, by and through its predecessor First Suburban National Bank (the "Village Guaranty"), which provided certain assurances with regard to repayment of the Note in event of a default by the Borrowers. A copy of the Village Guaranty is attached hereto as **Exhibit B** and made a part hereof; and

**WHEREAS**, the Borrowers have defaulted on the Note; and

**WHEREAS**, Seaway has made written demand to the Village for payment pursuant to the Village Guaranty; and

**WHEREAS**, in lieu litigating the claims and defenses related to the enforcement of the Village Guaranty by Seaway, the Parties have agreed to settle any and all disputes between them related to the Village Guaranty and the Note pursuant to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. **INCORPORATION OF PREAMBLE**. Each of the introductory statements contained in the preamble hereto are incorporated into Section 1 of this Agreement as material terms and provisions agreed to by the Parties.
2. **COMPROMISE AND SETTLEMENT**. This Agreement constitutes the compromise and settlement of the claims asserted or potentially asserted by the Parties made to avoid potential costs of litigation.
3. **SETTLEMENT AND RELEASE OF ALL CLAIMS**. The Parties intend this Agreement to be a complete and total resolution and settlement of any and all claims by and between them related to the Note and the Village Guaranty. Seaway, for and in consideration of the payment set forth herein, irrevocably and unconditionally releases and forever discharges and acquits the Village from any and all claims, charges, liabilities, debts, demands, grievances and causes of action of whatsoever kind, whether at law or in equity, whether accrued, contingent or inchoate, and whether known or unknown, suspected or unsuspected, or otherwise which Seaway has, had, or may have against the Village arising from or relating to the Note and the Village Guaranty through the date hereof, or involving the future or continuing effects of any acts or omissions which occurred through the date hereof.

4. **PAYMENT BY VILLAGE**. The Village agrees to pay to Seaway the total sum of Three Hundred Thousand and No/100 Dollars (\$300,000.00), inclusive of all accrued interest, penalties, late fees and attorneys' fees (the "Settlement Amount"), in accordance with the payment terms set forth in Section 5 below. Provided the Village pays the Settlement Amount in accordance with this Agreement, Seaway agrees to accept the Settlement Amount in full satisfaction of all payments of principal, accrued interest and future interest due, incurred attorney's fees and litigation costs that would have been due and payable by the Borrowers or the Village under the Note and the Guaranty Agreement. If the Village defaults under this Agreement, Seaway may commence the accrual of interest, at the interest rate set forth in the Note, on the remaining balance of the Settlement Amount until the balance of the Settlement Amount and any accrued interest is paid in full. The accrual of interest shall commence as of the date of default under this Agreement. If the Village defaults under this Agreement, Seaway will be entitled to recover its reasonable attorney's fees and litigation costs incurred in collecting the balance of the Settlement Amount and any accrued interest.

5. **PAYMENT TERMS**. Payments by the Village of the total sum set forth in Section 4 shall be made in the following manner:

- a. Payments shall be made by the Village in thirty (30) monthly installments of Ten Thousand and NO/100 Dollars (\$10,000.00), with the first payment being due in June 2016 (the "Repayment Period").
- b. Payments shall be due on the 1<sup>st</sup> day of each month during the Repayment Period, unless the 1<sup>st</sup> day falls on a Saturday or Sunday or legal holiday, in which case the payment shall be due on the first business day following the 1<sup>st</sup> day of the month. However, the Village shall be entitled to a grace period of five (5) business days from the due date to make such payment to Seaway (the "Grace Period").
- c. If payment is not received by Seaway by 5:00 p.m. on the last day of the Grace Period, Seaway, upon providing prior written notice to the Village, shall be entitled to draw the due and owing monthly installment payment from the Village's Madison Street TIF Account, or another account designated by the Village in writing.
- d. The Village designates the Madison Street TIF Account as the primary account for payment of the monthly installment payments set forth herein. The Madison Street TIF Account shall remain open at Seaway during the term of this Agreement. However, the Village may utilize any other fund or funds to make the monthly payments set forth herein, and in no instance shall a lack of sufficient funds in the Madison Street TIF Account constitute a default of this Agreement by the Village.
- e. The Village may pre-pay any amounts due under this Agreement at any time without penalty.

6. **SETOFF/ CREDIT FOR RECOVERED FUNDS**. Seaway has filed a lawsuit (DuPage County Case No. 2015 L 000111) against George Basdekis, Bob Haralamopoulos and Jim Stathopoulos seeking to recover funds, accrued interest, attorney fees and penalties under the Note that is secured by the Guaranty signed by the Village ("Recovery Litigation"). Seaway agrees to provide to the Village a credit equal to the amount of the funds recovered by the Recovery Litigation that pertains to the recovery of principal and interest, and such credit will be applied to payments due under this Agreement.

7. **ENTIRETY OF AGREEMENT**. This Agreement, together with any Exhibits attached hereto (all of which are attached hereto or incorporated herein by this reference), contains the

entire understanding between the Parties. This Agreement supersedes any prior understanding or written or oral agreements between the Parties with respect to the Village Guaranty. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties which are not fully expressed herein.

8. **AMENDMENT**. No oral modification, amendment, or change shall be allowed to this Agreement. Any modification, amendment, or change hereto shall be in writing upon mutual agreement of the parties.

9. **NO DUTY TO THIRD PARTIES**. This Agreement is entered into solely for the benefit of the Parties hereto, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village or its and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, attorneys, and engineers.

10. **AUTHORITY**. The Parties warrant and represent that the execution, delivery of, and performance under this Agreement is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.

11. **DISCLAIMER OF RELATIONSHIP**. Nothing contained in this Agreement, nor any act of the Village or Seaway shall be deemed or construed by either of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village and the Obligors.

12. **ENFORCEABILITY**. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties.

13. **JURISDICTION AND VENUE**. This Agreement concerns property located within, and actions and activities to be performed within, the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

14. **SUCCESSORS AND ASSIGNS**. This Agreement shall be binding upon and inure to the benefit of Village and Seaway, and their respective personal representatives, agents, insurers, attorneys, executors, administrators, heirs, successors and assigns.

15. **HEADINGS**. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

16. **SUBSEQUENT ACTION.** In the event either party elects to file any action in order to enforce the terms of this Agreement, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.

17. **EXHIBITS.** The following Exhibits or attachments are attached hereto and made a part hereof by reference:

- Exhibit A - Promissory Note dated July 30, 2010
- Exhibit B - Guaranty of Payment dated August 11, 2010

18. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which may be signed separately and may be enforceable as an original, but all of which together shall constitute but one agreement.

**Village of Maywood**

**Attest:**

By: \_\_\_\_\_  
Edwenna Perkins  
Village President

By: \_\_\_\_\_  
Viola Mims  
Village Clerk

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

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

**Seaway Bank and Trust**

**Attest:**

By: Jerri Edwards  
Name: Jerri Edwards  
Title: Chief Credit Officer

By: [Signature]  
Name: José R. Menéndez  
Title: Assistant Vice President

Date: 3/14/16

Date: 3/14/16

# Exhibit A

## PROMISSORY NOTE

\$250,000.00

July 30, 2010  
Maywood, Illinois

FOR VALUE RECEIVED, the undersigned, MAYWOOD MARKET, INC., an Illinois corporation ("Maywood Market"), and MADISON & FIFTH AVENUE, LLC, an Illinois limited liability company ("Madison & Fifth", and, together with Maywood Market, jointly, severally and collectively referred to herein as the "Borrower"), whose mailing addresses are set forth below the signature line of this Promissory Note (this "Note"), promise to pay to the order of FIRST SUBURBAN NATIONAL BANK whose mailing address is 150 South Fifth Avenue, Maywood, Illinois 60153 ("Lender"), the principal sum of TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00), or, if less, the aggregate unpaid principal amount of the Revolving Loan (as herein defined), as shown either on the schedule attached hereto (and any continuation thereof) or in the Lender's records, with interest on the unpaid balance at the rate or rates and in the amounts, at the time or times, in the manner and upon the terms and conditions provided in this Note.

### 1. REVOLVING LOAN AND REGULAR PAYMENTS.

(A) Lender shall make revolving loans (collectively, the "Revolving Loan") to Borrower from time to time before the Maturity Date (as herein defined) in such aggregate amounts as Borrower may request, but not exceeding, at any one time outstanding, Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00). The Revolving Loan shall be evidenced by and shall be payable in accordance with the terms of this Note. The provisions of this Note notwithstanding, liabilities evidenced by this Note shall be immediately due and payable (i) as provided in this Section 1 and (ii) without notice or demand, upon acceleration of this Note pursuant to Section 2 hereof.

(B) Borrower shall pay to Lender, in advance upon issuance of this Note, a nonrefundable closing fee of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) (the "Closing Fee").

(C) Borrower shall reimburse Lender on demand for all expenses and fees paid or incurred by Lender in connection with the documentation, negotiation and closing of the Revolving Loan, including, without limitation, audit fees incurred by Lender, lien search, filing and recording fees and the reasonable fees and expenses of Lender's attorneys and paralegals (collectively, "Closing Costs"). Borrower hereby authorizes Lender to debit such Closing Costs from any of Borrower's deposit accounts held by Lender.

(D) Borrower shall pay to Lender principal and interest, at a rate per annum (the "Note Rate") equal to the greater of (x) two hundred basis points (2.00%) greater than the Prime Rate (as herein defined), or (y) six percent (6.00%), as follows:

(i) Interest on the outstanding principal balance hereof calculated from the date hereof to and including the last day of the month in which this Note is made, shall be paid in advance upon issuance of this Note;

(ii) Commencing on September 1, 2010, and continuing on the first (1<sup>st</sup>) day of each and every successive calendar month thereafter, to and including July 1, 2011, interest on the outstanding principal balance shall be paid in arrears;

(iii) In any event, the entire unpaid balance of principal and accrued interest shall be due and payable on July 29, 2011 (the "Maturity Date"). "Maturity" shall mean the Maturity Date or such earlier date as the entire principal balance of this Note may be due and payable by acceleration by Lender as hereinafter provided.

(E) Interest shall be calculated on the basis of a three hundred sixty (360) day year for the actual number of days elapsed.

(F) The term "Prime Rate" shall mean a rate per annum equal to the prime rate of interest announced from time to time by Lender or its parent (which is not necessarily the lowest rate charged to any customer), changing when and as said prime rate changes.

## 2. LATE PAYMENT AND DEFAULT INTEREST PROVISIONS.

(A) Late Charge. If any payment of principal and/or interest due under this Note is not paid in full on or before such due date, a late charge equal to five percent (5%) of the payment (hereinafter called a "Late Charge") shall be deemed to be immediately assessed and shall be immediately due and payable. A Late Charge shall be in addition to all other rights and remedies available to Lender upon the occurrence of an Event of Default (as defined below). The payment of a Late Charge shall not be required to the extent that the amount thereof, together with all other interest payable hereunder, exceeds the maximum interest rate permitted to be charged by applicable law, and if such payment has been made at the time it is determined that such excess exists, Lender shall, at its option, either return such excess to Borrower or credit such excess against the principal balance of this Note then outstanding, in which event any and all penalties of any kind under applicable law as a result of such excess interest shall be inapplicable.

(B) Acceleration. Upon occurrence of any of the following (each, an "Event of Default"):

(i) any payment of principal or interest due or declared due under this Note is not made on the due date therefor;

(ii) any other payment due or declared under this Note is not made on the due date therefor;

(iii) failure by Borrower to comply with any provision of this Note;

(iv) failure by any Guarantor (as herein defined) to comply with any provision of the Guaranties;

(v) any acceleration prior to maturity of any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any indebtedness for money borrowed by Borrower or for money borrowed the repayment of which is guaranteed by Borrower, whether such indebtedness or guarantee now exists or shall be created hereafter;

(vi) any money judgment, writ or warrant of attachment, or similar process in excess of five thousand dollars (\$5,000) in the aggregate shall be entered or filed against Borrower or any of its properties or other assets and shall remain unpaid, unvacated, unbonded and unstayed for a period of forty-five (45) days;

(vii) if Borrower pursuant to or within the meaning of the Bankruptcy Code (as defined below), (a) commences a voluntary case, (b) has an involuntary case commenced against it, and such case is not dismissed within sixty (60) days of such commencement or consents to the entry of an order for relief against it in an involuntary case, (c) consents to the appointment of a Custodian (as defined below) of it for all or substantially all of its property, (d) makes a general assignment for the benefit of its creditors, or (e) is generally not paying its debts or admits in writing that it is generally unable to pay its debts as the same become due;

(viii) a court of competent jurisdiction enters an order or decree under any Bankruptcy Code that (a) is for relief against Borrower in an involuntary case, (b) appoints a Custodian of Borrower or for all or substantially all of its property, or (c) orders the liquidation of Borrower, and the order or decree remains unstayed and in effect for ninety (90) days;

(ix) Borrower voluntarily or involuntarily dissolves or is dissolved, or terminates or is terminated;

(x) Borrower is enjoined, restrained, or in any way prevented by the order of any court or any administrative or regulatory agency from conducting all or any material part of its business affairs; or

(xi) Borrower disavows, disputes or revokes the enforceability of any obligation owed to Lender or the validity, perfection or priority of any lien granted to Lender;

Lender may, at its option and without any further notice to Borrower, declare the entire unpaid principal balance of this Note immediately due and payable in full, except that in the case of an Event of Default arising from events described in clauses (vii) or (viii) of this Section 2(B), this Note shall become due and payable without further action or notice. (The term "Bankruptcy Code" means the United States Bankruptcy Code (11 U.S.C. § 101, et seq.), as amended, and any successor statute. The term "Custodian" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Code.)

(C) Default Rate. Notwithstanding anything to the contrary contained in this Note, (i) upon any acceleration of this Note, or (ii) from and after the occurrence of an Event of Default, the

unpaid principal of this Note from time to time outstanding shall bear interest at a rate per annum (hereinafter called the "Default Rate") which is equal to the Note Rate plus five percent (5%). The payment of interest at the Default Rate shall not be required to the extent that the amount thereof, when taken together with all other interest payable hereunder, including, without limitation, any Late Charge, exceeds the maximum interest rate permitted to be charged by applicable law, and if such payment has been made at the time it is determined that such excess exists, Lender shall, at its option, either return such excess to Borrower or credit such excess against the principal balance of this Note then outstanding, in which event any and all penalties of any kind under applicable law as a result of such excess interest shall be inapplicable.

### 3. APPLICATION OF PAYMENTS.

At Lender's option, the order of application of all payments received from Borrower shall be as follows: (A) to unpaid Late Charges and Collection Expenses (as herein defined); (B) to any other indebtedness, charges and sums due hereunder; (C) to interest on the unpaid balance hereof; and (D) the balance to unpaid principal.

### 4. PREPAYMENT.

This Note may be prepaid, in whole or in part at any time, without premium or penalty, provided that each such prepayment is accompanied by the accrued interest on the amount of principal prepaid calculated to the date of such prepayment.

### 5. NO USURY.

It is the intent of Lender and Borrower in the execution of this Note and all other instruments now or hereafter securing this Note to contract in strict compliance with applicable usury law. In furtherance thereof, Lender and Borrower stipulate and agree that none of the terms and provisions contained in this Note, or in any other instrument executed in connection herewith, shall ever be construed to create a contract to pay for the use, forbearance or detention of money bearing interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law. Neither Borrower nor any guarantors, endorsers or other parties now or hereafter becoming liable for payment of this Note shall ever be required to pay interest on this Note at a rate in excess of the maximum interest that may be lawfully charged under applicable law, and the provisions of this section shall control over all other provisions of this Note and any other instruments now or hereafter executed in connection herewith which may be in apparent conflict herewith. Lender expressly disavows any intention to charge or collect excessive unearned interest or finance charges in the event the Maturity of this Note is accelerated. If the Maturity of this Note shall be accelerated for any reason or if the principal of this Note is paid prior to the end of the term of this Note, and as a result thereof the interest received for the actual period of existence of the Revolving Loan exceeds the applicable maximum lawful rate, Lender shall, at its option, either refund to Borrower the amount of such excess or credit the amount of such excess against the principal balance of this Note then outstanding and thereby shall render inapplicable

any and all penalties of any kind provided by applicable law as a result of such excess interest. In the event that Lender shall contract for, charge or receive any amount or amounts which are deemed to constitute interest which would increase the effective interest rate on this Note to a rate in excess of that permitted to be charged by applicable law, all such amounts deemed to constitute interest in excess of the lawful rate shall, upon such determination, at the option of Lender, be either immediately returned to Borrower or credited against the principal balance of this Note then outstanding, in which event any and all penalties of any kind under applicable law as a result of such excess interest shall be inapplicable. By execution of this Note, Borrower acknowledges that it believes the Revolving Loan to be non-usurious and agrees that if, at any time, Borrower should have reason to believe that the Revolving Loan is in fact usurious, it will give Lender notice of such condition and Borrower agrees that Lender shall have ninety (90) days in which to make appropriate refund or other adjustment in order to correct such condition if in fact such exists. The term "applicable law" as used in this Note shall mean the laws of the State of Illinois or the laws of the United States, whichever laws allow the greater rate of interest, as such laws now exist or may be changed or amended or come into effect in the future.

## 6. GUARANTIES.

This Note is secured without limitation as provided in (i) that certain Guaranty Agreement dated as of an even date herewith, executed by GEORGE BASDEKIS, individually ("Basdekis"), for the benefit of Lender (as amended, modified, renewed, restated or replaced from time to time, the "Basdekis Guaranty"), (ii) that certain Guaranty Agreement dated as of an even date herewith, executed by BOB HARALAMBPOULOS, individually ("Haralambopoulos"), for the benefit of Lender (as amended, modified, renewed, restated or replaced from time to time, the "Haralambopoulos Guaranty"), (iii) that certain Guaranty Agreement dated as of an even date herewith, executed by JIM STATHOPOULOS, individually ("Stathopoulos"), for the benefit of Lender (as amended, modified, renewed, restated or replaced from time to time, the "Stathopoulos Guaranty"), and (iv) that certain Guaranty Agreement dated as of an even date herewith, executed by VILLAGE OF MAYWOOD, an Illinois municipal corporation (the "Village"), for the benefit of Lender (as amended, modified, renewed, restated or replaced from time to time, the "Maywood Guaranty"). (The term "Guaranties" shall mean, collectively, the Basdekis Guaranty, the Haralambopoulos Guaranty, the Stathopoulos Guaranty and the Maywood Guaranty. The term "Guarantors" shall mean, collectively, Basdekis, Haralambopoulos, Stathopoulos and the Village.)

## 7. MAKING OF PAYMENTS.

All payments of principal and interest hereunder are payable in lawful money of the United States of America at 150 South Fifth Avenue, Maywood, Illinois 60153, or at such other place and in such manner as the holder of this Note may specify by notice to Borrower. If the date for any payment hereunder falls on a day which is not a Business Day (as defined herein), then for all purposes hereof the same shall be deemed to have fallen on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest

hereunder. (The term "Business Day" shall mean a day other than a Saturday, Sunday or legal holiday for commercial lenders under the laws of the State of Illinois.)

#### 8. FINANCIAL STATEMENTS.

Borrower shall keep proper books of record and account in which full and true entries will be made of all dealings or transactions of or in relation to the business and affairs of Borrower, in accordance with generally accepted accounting principles ("GAAP") consistently applied, and Borrower shall cause to be furnished to Lender:

(A) Monthly. As soon as practicable after the end of each month and in any event within thirty (30) days after the end of each such month:

(i) unaudited financial statements of Borrower for such month, including, without limitation, statements of income, retained earnings and cash flow for such month and year to date balance sheets as of the end of such month, setting forth in each case, in comparative form, figures for the corresponding periods in the preceding fiscal year and as of a date one year earlier, all in reasonable detail and certified as accurate by an Authorized Officer (as herein defined), subject to changes resulting from normal year-end adjustments;

(ii) copies of such other financial statements for such month prepared by Borrower for internal use and other similar data as Lender may reasonably request; and

(iii) in the event that any of the foregoing statements indicate that Borrower has varied in any material respect from any financial projections provided by Borrower to Lender, a statement of explanation of such variations from an Authorized Officer;

(B) Quarterly. As soon as practicable after the end of each fiscal quarter, with respect to Borrower, and in any event within thirty (30) days after the end of each such fiscal quarter:

(i) unaudited financial statements of Borrower for such quarter, including, without limitation, statements of income, retained earnings and cash flow for such quarter and year to date balance sheets as of the end of such quarter, setting forth in each case, in comparative form, figures for the corresponding periods in the preceding fiscal year and as of a date one year earlier, all in reasonable detail and certified as accurate by an Authorized Officer, subject to changes resulting from normal year-end adjustments;

(ii) copies of such other financial statements for such quarter prepared by Borrower for internal use and other similar data as Lender may reasonably request; and

(iii) in the event that any of the foregoing statements indicate that Borrower has varied in any material respect from any financial projections provided by Borrower to Lender, a statement of explanation of such variations from an Authorized Officer;

(C) Annual. As soon as practicable after the end of each fiscal year of Borrower, and in any event within ninety (90) days after the end of each such fiscal year, annual reviewed financial statements of Borrower, including, without limitation, statements of income, retained earnings and cash flow for such year, and balance sheets as of the end of such year, setting forth in each case, in comparative form, corresponding figures for the period covered by the preceding annual review and as of the end of the preceding fiscal year, all in reasonable detail and satisfactory in scope to Lender and examined by independent certified public accountants of recognized standing and reputation selected by Borrower and reasonably satisfactory to Lender.

(D) Other Information. With reasonable promptness, such other business or financial data as Lender may reasonably request.

All financial statements delivered to Lender pursuant to the requirements of this Section 8 (except where otherwise expressly indicated) shall be prepared in accordance with GAAP in effect as of the date thereof consistently applied, except for changes therein with which the certified public accountants pursuant to Subsection 8(C) hercof have previously concurred in writing and except that the financial statements delivered pursuant to Subsections 8(A) and (B) hereof shall be subject to normal year-end adjustments, and shall not be accompanied by footnotes. Together with each delivery of financial statements required by Subsections 8(A), (B) and (C) above, Borrower shall deliver to Lender a certificate of its President or Chief Financial Officer (either, an "Authorized Officer") stating that there exists no Event of Default, or, if any Event of Default exists, specifying the nature and the period of existence thereof and what action it proposes to take with respect thereto. Borrower authorizes Lender to discuss the financial condition of Borrower with its independent certified public accountants and agrees that such discussion or communication shall be without liability to either Lender or the independent certified public accountants. Lender shall exercise reasonable efforts to keep such information confidential, provided that Lender may communicate such information (i) to any other person in accordance with the customary practices of commercial banks relating to routine trade inquiries, (ii) to any regulatory authority having jurisdiction over Lender, (iii) to any other person in connection with Lender's sale of any participations in the Revolving Loan, or (iv) to any other person in connection with the exercise of the Lender's rights hereunder.

## 9. CONDITIONS PRECEDENT.

The following shall be conditions to the effectiveness of this Note:

- (A) The Bank shall have received an original of this Note, duly executed and delivered by the Borrower;
- (B) The Bank shall have received an original of each of the Guaranties, duly executed and delivered by the applicable Guarantor;
- (C) The Bank shall have received resolutions of Maywood Market approving this Note;

(D) The Bank shall have received a certificate from the Manager of Madison & Fifth approving this Note;

(E) The Bank shall have received an opinion of the village attorney of the Village, with respect to the Maywood Guaranty to be executed by the Village and the transactions contemplated thereby, in form and substance acceptable to Lender and Lender's counsel in their reasonable discretion;

(F) There shall have occurred no Event of Default;

(G) The Borrower shall have paid the Bank the Closing Fee, which shall be deemed fully earned by the Bank when paid; and

(H) The Bank shall have received such other documentation as the Bank shall require in its reasonable discretion.

#### 10. MISCELLANEOUS.

(A) Borrower and all other parties liable hereon, whether as principal, endorser or otherwise, hereby severally waive presentment, demand for payment, notice of intention to accelerate, notice of acceleration, protest and notice of dishonor and waive recourse to suretyship defenses generally, including extensions of time, release of security or other indulgences that may be granted by Lender to Borrower or any other party liable hereon, and also agree to pay all Collection Expenses.

(B) Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any right or remedy by Lender. The acceptance by Lender of payment of any sum payable hereunder after the due date of such payment shall not be a waiver of the right of Lender to (i) declare an Event of Default for failure to make prompt payment, unless waived in writing by Lender, or (ii) require prompt payment when due of all other sums payable hereunder.

(C) This Note may not be changed, modified or terminated except in writing signed by Lender and Borrower.

(D) This Note and the rights and duties of the parties hereunder shall be governed for all purposes by the laws of the State of Illinois and the laws of the United States applicable to transactions within such State.

(E) This Note shall be the joint and several obligation of all makers, endorsers, guarantors and sureties, and shall be binding upon them and their respective successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Notwithstanding anything herein to the contrary, Borrower may not assign or otherwise transfer its rights or obligations under this Note without the prior written consent of Lender. (The term "Lender" shall mean the holder of this Note at the time in question.)

(F) It is expressly agreed that time is of the essence with respect to this Note.

(G) Upon occurrence of an Event of Default hereunder, Borrower shall have the obligation to reimburse Lender for all reasonable, related "Collection Expenses" incurred by Lender as a result of a default, including, but not limited to, all travel costs, third party appraisal fees, environmental report preparation and testing fees, architectural and engineering expenses and legal fees and expenses.

(H) Borrower acknowledges and agrees that (i) this Note evidences a business loan within the purview and operation of Section 205/4(a) of Chapter 815 of the Illinois Compiled Statutes and (ii) the obligation evidenced by this Note is an exempt transaction under the Federal Truth in Lending Act, 15 U.S.C. §1601, et seq.

(I) Except as otherwise expressly provided herein, any notice required or desired to be given hereunder shall be in writing, and shall be deemed to have been given (i) three (3) Business Days after deposit in the United States mails, with proper postage prepaid, (ii) one (1) Business Day after deposited with a reputable overnight courier with all charges prepaid, or (iii) when delivered, if hand-delivered by messenger, all of which shall be properly addressed to the party to be notified and sent to the address set forth herein.

FOR AND IN CONSIDERATION OF LENDER'S MAKING OF THE REVOLVING LOAN, BORROWER, BEING AN EXPERIENCED PARTICIPANT IN SOPHISTICATED BUSINESS VENTURES, AND HAVING CONSULTED WITH COUNSEL OF ITS CHOOSING, HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING (I) BROUGHT BY BORROWER, LENDER OR ANY OTHER PERSON RELATING TO THIS NOTE, THE GUARANTY OR THE ASSIGNMENT, OR (II) TO WHICH LENDER IS A PARTY. BORROWER HEREBY AGREES THAT THIS AGREEMENT CONSTITUTES A WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY, AND BORROWER DOES HEREBY CONSTITUTE AND APPOINT LENDER ITS TRUE AND LAWFUL ATTORNEY-IN-FACT, HOWEVER, SAID APPOINTMENT IS LIMITED SOLELY TO ACTS RELATED TO THE JURY WAIVER WHICH APPOINTMENT IS COUPLED WITH AN INTEREST, AND BORROWER DOES HEREBY AUTHORIZE AND EMPOWER LENDER, IN THE NAME, PLACE AND STEAD OF BORROWER, TO FILE THIS AGREEMENT WITH THE CLERK OR JUDGE OF ANY COURT OF COMPETENT JURISDICTION AS A STATUTORY WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY. BORROWER ACKNOWLEDGES THAT ITS WAIVER OF TRIAL BY JURY HAS BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY BORROWER AS PART OF A BARGAINED FOR LOAN TRANSACTION.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE.]

[SIGNATURE PAGE TO PROMISSORY NOTE.]

IN WITNESS WHEREOF, this Note has been executed as of the date first set forth above.

**BORROWER:**

MAYWOOD MARKET, INC., an Illinois corporation

By: Bob Haralambopoulos  
Name: Bob Haralambopoulos  
Its: President

Address: 615 South Fifth Avenue  
Maywood, Illinois 60153

MADISON & FIFTH AVENUE, LLC, an Illinois limited liability company

By: Bob Haralambopoulos  
Name: Bob Haralambopoulos  
Its: Manager

Address: 601 South Fifth Avenue  
Maywood, Illinois 60153

Agreed and accepted by Lender as of the date first set forth above.

**LENDER:**

FIRST SUBURBAN NATIONAL BANK

By: John Mueller  
Name: John Mueller  
Its: Vice President

90 DV /

# Exhibit B

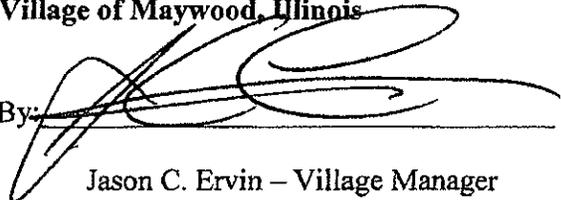
## GUARANTY OF PAYMENT

In consideration of, and as an inducement for (i) the execution and delivery by Maywood Market, Inc., an Illinois corporation ("**Maywood Market**"), and Madison & Fifth Avenue, LLC, an Illinois limited liability company ("**Madison & Fifth**", and, together with Maywood Market, hereinafter called the "**Borrower**"), to First Suburban National Bank, N.A. (hereinafter called the "**Bank**"), of that certain Promissory Note (hereinafter called the "**Note**") dated July 30, 2010 in the original principal amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), and (ii) the granting by the Bank to Borrower of the working capital line of credit in the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) evidenced by the Note, the Village of Maywood, an Illinois municipal corporation (hereinafter called the "**Guarantor**"), unconditionally, absolutely, irrevocably guarantees as to the Bank, its successors and assigns, the full and prompt payment of all the sums and charges payable by Borrower, its successors and assigns, under the Note, that if default shall at any time be made by Borrower, its successors and assigns, in the payment of any sums and/or charges due and owing to the Bank, payable by Borrower under said Note, the Guarantor will forthwith pay such sums and/or charges to the Bank, its successors and assigns, and any arrearage thereof.

In the event of an uncured default under the Note by Borrower, the Bank shall provide written notice to the Guarantor and thereby make written demand of payment of the Guarantor expressly providing the Guarantor with notice as to the principal, interest and charges due under the Note. The Guarantor shall have the right to request from the Bank records to document any prior payments so as to confirm the validity of the amount demanded.

Dated: 8/11, 2010

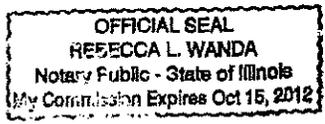
**GUARANTOR**  
Village of Maywood, Illinois

By: 

Jason C. Ervin – Village Manager  
Village of Maywood, Illinois

SUBSCRIBED and SWORN TO  
before me this 11th day of  
August, 2010.

  
Notary Public



STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. R-2016-09**

**A RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A SETTLEMENT AGREEMENT  
BETWEEN THE VILLAGE OF MAYWOOD  
AND SEAWAY BANK AND TRUST COMPANY**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 19<sup>th</sup> day of April, 2016, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 21<sup>st</sup> day of April, 2016.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

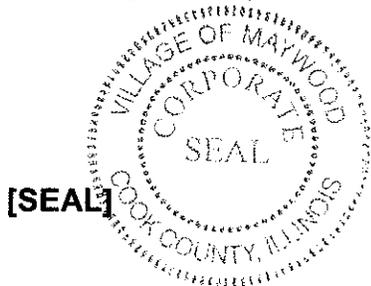
**AYES:** Trustee(s) H. Yarbrough, Sr., A. Dorris, M. Rogers and R. Rivers.

**NAYS:** Mayor Edwenna Perkins, Trustee(s) I. Brandon and M. Lightford

**ABSENT:** None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 21<sup>st</sup> day of April, 2016.



  
\_\_\_\_\_  
Village Clerk