

SECTION 2 [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

FY 2024

Name of Redevelopment Project Area:

Village of Rosemont TIF 4 South River Road

Primary Use of Redevelopment Project Area*: Combination
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.
If "Combination/Mixed" List Component Types: Comm. Retail, Hotel
Under which section of the Illinois Municipal Code was the Redevelopment Project Area designated? (check one):
Tax Increment Allocation Redevelopment Act <input checked="" type="checkbox"/>
Industrial Jobs Recovery Law <input type="checkbox"/>

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (labeled Attachment A). For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment A).		X
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification (labeled Attachment B).		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion (labeled Attachment C).		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement (labeled Attachment D).		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) (labeled Attachment E).		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information (labeled Attachment F).	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report (labeled Attachment H).	X	
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J).	X	
An analysis prepared by a financial advisor or underwriter, chosen by the municipality , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; and actual debt service. [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter MUST be attached (labeled Attachment J).	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose audited financial statements of the special tax allocation fund (labeled Attachment K).		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L).		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose the list only, not actual agreements (labeled Attachment M).	X	
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).	X	

SECTION 3.1 [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)] and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]

FY 2024

Name of Redevelopment Project Area:

Village of Rosemont TIF 4 South River Road

Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 4,067,279

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 17,648,945	\$ 150,759,136	44%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 116,238	\$ 317,096	0%
Land/Building Sale Proceeds			0%
Bond Proceeds		\$ 171,865,000	50%
Transfers from Municipal Sources		\$ 20,497,347	6%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

All Amount Deposited in Special Tax Allocation Fund \$ 17,765,183

Cumulative Total Revenues/Cash Receipts \$ 343,438,579 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 19,158,738

Transfers to Municipal Sources

Distribution of Surplus

Total Expenditures/Disbursements \$ 19,158,738

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ (1,393,555)

Previous Year Adjustment (Explain Below)

FUND BALANCE, END OF REPORTING PERIOD* \$ 2,673,724

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

Previous Year Explanation:

SECTION 3.2 A [65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c)]

FY 2024

Name of Redevelopment Project Area:

Village of Rosemont TIF 4 South River Road

**ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
PAGE 1**

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
Engineering	43,996	
Auditing	4,868	
Legal and other professional services	1,021,759	
		\$ 1,070,623
2. Annual administrative cost.		
		\$ -
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
Construction	8,514,326	
Repayment of prior advances from General Fund	2,353,387	
Easement	17,740	
		\$ 10,885,453
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
Lease cancellation and termination payment	995,644	
		\$ 995,644
6. Costs of the construction of public works or improvements.		
Utilities	27,595	
		\$ 27,595

SECTION 3.2 A
PAGE 2

7. Costs of eliminating or removing contaminants and other impediments.		
		\$ -
8. Cost of job training and retraining projects.		
		\$ -
9. Financing costs.		
Bond interest	3,124,423	
Bond principal	1,555,000	
		\$ 4,679,423
10. Capital costs.		
		\$ -
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
		\$ -
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
		\$ -

SECTION 3.3 [65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d)]

FY 2024

Name of Redevelopment Project Area:

Village of Rosemont TIF 4 South River Road

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source

FUND BALANCE BY SOURCE	\$ 2,673,724
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1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
General Obligation Bonds Series 2010A	\$ 12,075,000	\$ 9,100,000
General Obligation Bond Series 2010C	\$ 32,635,000	\$ 13,795,000
General Obligation Bonds Series 2011B	\$ 24,795,000	\$ 8,230,000
General Obligation Bonds Series 2012A	\$ 59,390,000	\$ 46,620,000
General Obligation Bonds Series 2013B	\$ -	\$ -
General Obligation Bonds Series 2017	\$ 22,345,000	\$ 18,635,000
Total Amount Designated for Obligations	\$ 151,240,000	\$ 96,380,000

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
Total Amount Designated for Project Costs		\$ -

TOTAL AMOUNT DESIGNATED	\$ 96,380,000
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SURPLUS/(DEFICIT)	\$ (93,706,276)
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SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2024

Name of Redevelopment Project Area:

Village of Rosemont TIF 4 South River Road

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

	Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.
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Property (1):	
Street address:	5490 Park Place Rosemont Illinois
Approximate size or description of property:	
Purchase price:	6,000,000.00
Seller of property:	OB Park LLC

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 [20 ILCS 620/4.7 (7)(F)]

FY 2024

Name of Redevelopment Project Area:

Village of Rosemont TIF 4 South River Road

PAGE 1

Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.

Select ONE of the following by indicating an 'X':

1. <u>NO</u> projects were undertaken by the Municipality Within the Redevelopment Project Area.	
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2. The municipality <u>DID</u> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	X
2a. The total <u>number</u> of <u>ALL</u> activities undertaken in furtherance of the objectives of the redevelopment plan:	4
2b. Did the municipality undertake any <u>NEW</u> projects in fiscal year 2022 or any fiscal year thereafter within the Redevelopment Project Area?	0

LIST <u>ALL</u> projects undertaken by the Municipality Within the Redevelopment Project Area:			
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 370,000,000	\$ -	\$ -
Public Investment Undertaken	\$ 110,700,000	\$ -	\$ -
Ratio of Private/Public Investment	3 25/73		0

Project 1 Name: Lowes Hotel

Private Investment Undertaken (See Instructions)	\$ 120,000,000		
Public Investment Undertaken	\$ 5,700,000		
Ratio of Private/Public Investment	21 1/19		0

Project 2 Name: Chicago Fashion Mall and Parking

Private Investment Undertaken (See Instructions)	\$ 250,000,000		
Public Investment Undertaken	\$ 36,000,000		
Ratio of Private/Public Investment	6 17/18		0

Project 3 Name: Entertainment Restaurant District

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 55,000,000		
Ratio of Private/Public Investment	0		0

Project 4 Name: Sports Dome Ball Park

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 14,000,000		
Ratio of Private/Public Investment	0		0

Project 5 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

SECTION 6 [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.

SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))

FY 2024

Name of Redevelopment Project Area:

Village of Rosemont TIF 4 South River Road

SECTION 6.1-For redevelopment projects beginning before FY 2022, complete the following information about job creation and retention.

Number of Jobs Retained	Number of Jobs Created	Job Description and Type (Temporary or Permanent)	Total Salaries Paid
			\$ -

SECTION 6.2-For redevelopment projects beginning in or after FY 2022, complete the following information about projected job creation and actual job creation.

Project Name	The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement.		The number of jobs, if any, created as a result of the development to date, for the reporting period, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement.	
	Temporary	Permanent	Temporary	Permanent

SECTION 6.3-For redevelopment projects beginning in or after FY 2022, complete the following information about increment projected to be created and actual increment created.

Project Name	The amount of increment projected to be created at the time of approval of the redevelopment agreement.	The amount of increment created as a result of the development to date, for the reporting period, using the same assumptions as was used for the projections used at the time of the approval of the redevelopment agreement.

SECTION 6.4-For redevelopment projects beginning in or after FY 2022, provide the stated rate of return identified by the developer to the municipality and verified by an independent third party, IF ANY:

Project Name	Stated Rate of Return

SECTION 7 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2024

Name of Redevelopment Project Area:

Village of Rosemont TIF 4 South River Road

Provide a general description of the redevelopment project area using only major boundaries.

Optional Documents	Enclosed
Legal description of redevelopment project area	
Map of District	

Attachment A

The Village of Rosemont Designated a Sixth Amendment Redevelopment Project for the South River Road TIF 4 Redevelopment Project Area on November 18, 2024. (Attached)

The Village of Rosemont requested and was granted a 12 (twelve) year extension to the South River TIF 4 District and was authorized by the Illinois Legislature with the passage of Public Act 103-1016 which was signed by Governor JP Pritzker on August 9, 2024. (Attached)

VILLAGE OF ROSEMONT

COOK COUNTY, ILLINOIS

ORDINANCE NO. 2024-11-18

**AN ORDINANCE APPROVING THE SIXTH AMENDED REDEVELOPMENT PLAN
AND PROJECT FOR THE VILLAGE OF ROSEMONT'S SOUTH RIVER ROAD TIF 4
REDEVELOPMENT PROJECT AREA**

**ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF ROSEMONT
THIS 18th DAY OF NOVEMBER, 2024**

Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Rosemont, Cook
County, Illinois this 18th day
of November, 2024

ORDINANCE NO. 2024-11-18

AN ORDINANCE APPROVING THE SIXTH AMENDED REDEVELOPMENT PLAN AND PROJECT FOR THE VILLAGE OF ROSEMONT'S SOUTH RIVER ROAD TIF 4 REDEVELOPMENT PROJECT AREA

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et. seq.*) (the "Act"), the Village President and Board of Trustees (the "Corporate Authorities") of the Village of Rosemont, Cook County, Illinois (the "Village"), do hereby determine that it is advisable and in the best interests of the Village and certain affected taxing districts that the Village approve the Sixth Amended Redevelopment Plan and Project (the "Redevelopment Plan and Project"), the designation of a Sixth Amended Redevelopment Project Area (the "Area") for the South River Road TIF 4 Redevelopment Project Area and further approve the adoption of tax increment financing for such Sixth Amended Redevelopment Project Area pursuant to the Sixth Amended Redevelopment Plan and Project;

WHEREAS, the Village further desires to amend the South River Road TIF 4 Redevelopment Project Area ("TIF 4") to extend its term to a total term of 47 years pursuant to the authority given by Public Act 103-1016;

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the President and Trustees of the Village (the "Corporate Authorities") on August 12, 2024 adopted an ordinance proposing the establishment of the Area and calling a public hearing on October 14, 2024 concerning approval of the Sixth Amended Redevelopment Plan and Project, designation of the Sixth Amended Area

as a redevelopment project area under the Act and adoption of Tax Increment Allocation Financing within the Area pursuant to the Act;

WHEREAS, due notice with respect to such public hearing was given pursuant to Section 11-74.4-6 of the Act, said notice being given to taxing districts and to the Department of Commerce and Economic Opportunity of the State of Illinois by certified mail on August 19, 2024; by publication in a newspaper published within the Village on September 25, 2024 and October 2, 2024; and by certified mail to taxpayers within the Area on September 27, 2024;

WHEREAS, the Village has also given notice of such Public Hearing to residential properties located outside of the Area and within 750 feet of the Area on August 26, 2024.

WHEREAS, the Village has heretofore convened a Joint Review Board (the "Board") meeting on September 4, 2024, at the time and location described in a notice for said Joint Review Board meeting, for the purpose of reviewing the Sixth Amended Redevelopment Plan and Project and the Area as required by and in all respects in compliance with the provisions of the Act;

WHEREAS, the Corporate Authorities have reviewed the Redevelopment Plan and Project, the Joint Review Board recommendation, the information concerning such factors presented at the public hearing and have reviewed other studies and are generally informed of the conditions in the proposed Area that support qualification of the Area under the Act; and are generally informed of the conditions existing in the Area;

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed property to be added to the Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Redevelopment Plan and Project;

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Area would be substantially benefited by the proposed Redevelopment Plan and Project improvements;

WHEREAS, the Corporate Authorities have reviewed the proposed Redevelopment Plan and Project and also the existing comprehensive plan for development of the Village as a whole to determine whether the proposed Redevelopment Plan and Project conforms to the comprehensive plan of the Village; and

WHEREAS, the Village of Rosemont (the “Village”) desires to adopt an Amended Redevelopment Plan and Project for the Sixth Amended Village of Rosemont South River Road TIF 4 Redevelopment Project Area and implement Tax Increment Financing pursuant to the Act for the Sixth Amended Village of Rosemont South River Road TIF 4 Redevelopment Project Area within the municipal boundaries of the Village;

WHEREAS, the Board of Trustees has reviewed the conditions pertaining to real property in the proposed Sixth Amended Village of Rosemont South River Road TIF 4 Redevelopment Project Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Sixth Amended Village of Rosemont South River Road TIF 4 Redevelopment Project Area will be substantially benefited by the Sixth Amended Redevelopment Plan and Project for the Sixth Amended South River Road Village of Rosemont TIF 4 Redevelopment Project Area; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF ROSEMONT, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: Recitals.

The forgoing recitals are true, correct, a material part of this Ordinance and are incorporated into this Section as if they were fully set forth in this Section.

SECTION 2: Findings of Fact.

The Village of Rosemont's Board of Trustees hereby makes the following findings of fact with respect to the redevelopment plan and project for the Village of Rosemont's Sixth Amended South River Road Village of Rosemont TIF 4 Redevelopment Project Area as amended by this Ordinance:

A. The area constituting the Sixth Amended South River Road Village of Rosemont TIF 4 Redevelopment Project Area is legally described in Exhibit A. The general street location for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

B. Conditions existed that caused the area designated as the Sixth Amended South River Road Village of Rosemont TIF 4 Redevelopment Project Area to be classified as a Redevelopment Project Area under the Act;

C. The Village of Rosemont's South River Road TIF 4 Redevelopment Project Area was previously approved by Village ordinances making all the necessary findings and determinations necessary to properly designate said area as a redevelopment project area under the Act.

D. The Sixth Amended South River Road Village of Rosemont TIF 4 Redevelopment Project Area on the whole had not been subject to growth and development through investment by private enterprise and would not have been reasonably anticipated to have been developed without the adoption of a Redevelopment Plan and Project pursuant to the Act or its designation as a redevelopment project area under the Act.

E. The additional property added to the Sixth Amended South River Road Village of Rosemont TIF 4 Redevelopment Project Area would not be reasonably expected to be developed without the use of tax increment revenues.

F. The Redevelopment Plan and Project for the Sixth Amended South River Road Village of Rosemont TIF 4 Redevelopment Project Area conforms to the Comprehensive Plan for the development of the Village as a whole.

G. All the contiguous parcels of real property in the Sixth Amended South River Road Village of Rosemont TIF 4 Redevelopment Project Area and the improvements thereon, will be substantially benefited by the amended Redevelopment Plan and Project for the Sixth Amended South River Road Village of Rosemont TIF 4 Redevelopment Project Area.

H. The Amended Redevelopment Plan and Project for the Sixth Amended South River Road Village of Rosemont TIF 4 Redevelopment Project Area establishes an estimated date for final completion and an estimated date for retirement of obligations incurred to finance Redevelopment Project Costs that is not later than December 31st of the year in which the payment

to the municipal treasurer is to be made with respect to ad valorem taxes levied in the 47th calendar year after the year in which the Ordinances approving the initial South River Road Village of Rosemont TIF 4 Redevelopment Project Area (1999) were adopted.

I. The Sixth Amended Redevelopment Plan and Project will not result in the displacement of any residents.

SECTION 3: Approval of the Amended Redevelopment Plan and Project.

The Plan and Project for the Village of Rosemont's Sixth Amendment to the South River Road Village of Rosemont TIF 4 Redevelopment Project Area, attached as Exhibit D is approved. The legal description of the Redevelopment Project Area for the Sixth Amended South River Road Village of Rosemont TIF 4 Redevelopment Project Area shall be that set forth in Exhibit A. The general street location for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

SECTION 4: Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 5: Repealer.

All prior Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: Filing of Ordinance.

The Village Clerk is hereby authorized and directed to cause a certified copy of this Ordinance to be filed in the Office of the Cook County Clerk.

SECTION 7: Effective Date.

This Ordinance shall immediately be in full force and effect, and shall subsequently be published in pamphlet form.

ATTACHMENTS

- EXHIBIT A: Legal Description of the Sixth Amended Redevelopment Project Area
- EXHIBIT B: General Street Location of the Sixth Amended Area
- EXHIBIT C – Map of the Sixth Amended Redevelopment Project Area
- EXHIBIT D – Sixth Amended Redevelopment Plan and Project.

PASSED by roll call vote this 18th day of November, 2024.

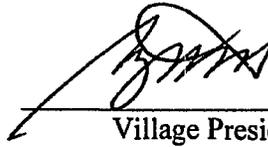
AYES: *Trustees Minale, Soraga, Lario, Pappas, DiMatteo*

NAYS: 0

ABSENT: *Trustee Price*

ABSTAIN: 0

APPROVED this 18th day of November, 2024.



Village President

ATTEST: *Debbie Decker*

Village Clerk



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Rosemont, Cook County, Illinois (the “*Village*”), and that as such official I am the keeper of the records and files of the Village President and the Board of Trustees of the Village (the “*Corporate Authorities*”).

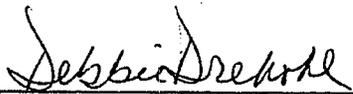
I do further certify that the foregoing is a full, true and complete copy an Ordinance adopted at the meeting of the Corporate Authorities held on the 18th day of November, 2024 entitled:

AN ORDINANCE APPROVING THE SIXTH AMENDED REDEVELOPMENT PLAN AND PROJECT FOR THE VILLAGE OF ROSEMONT’S SOUTH RIVER ROAD TIF 4 REDEVELOPMENT PROJECT AREA

a true, correct and complete copy of said ordinance as adopted at said meeting is attached.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting and was continuously made available for viewing for at least the 48 hour period in advance of the holding of the meeting; that said agenda described or made specific reference to said ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 18th day of November, 2024.



Village Clerk

(Seal)



Exhibit A

(Legal Description of the Sixth Amended South River Road Village of Rosemont TIF 4
Redevelopment Project Area with the addition of additional properties)

LEGAL DESCRIPTION - TIF 4 (AS AMENDED JULY 7, 2024)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, SOUTHEAST QUARTER OF SECTION 4 AND THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ROSEMONT, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9 AFORESAID, AT THE INTERSECTION OF THE SOUTH LINE OF 61ST STREET WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND ST. STE. MARIE RAILROAD RIGHT-OF-WAY; THENCE EAST ALONG THE SOUTH LINE OF 61ST STREET AND ITS EASTERLY EXTENSION, TO THE EAST LINE OF PEARL STREET; THENCE NORTH ALONG THE EAST LINE OF PEARL STREET TO THE SOUTH LINE OF 62ND STREET; THENCE EAST ALONG THE SOUTH LINE OF 62ND STREET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS STATE TOLL ROAD; THENCE SOUTHERLY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE TOLL ROAD TO A POINT ON A WESTERLY EXTENSION OF THE SOUTH LINE OF ALLEN AVENUE; THENCE EAST ALONG SAID WESTERLY EXTENSION, AND ALONG THE SOUTH LINE OF ALLEN AVENUE TO THE WEST LINE OF OTTO AVENUE; THENCE SOUTH ALONG THE WEST LINE OF OTTO AVENUE TO A POINT ON A WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 30 FEET OF LOT 12 IN FIRST ADDITION TO B.L. CARLSEN'S INDUSTRIAL SUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 9 AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 5, 1962 AS DOCUMENT 18416079; THENCE EAST ALONG SAID WESTERLY EXTENSION, AND ALONG THE AFOREMENTIONED NORTH LINE OF THE SOUTH 30 FEET OF LOT 12, TO THE EAST LINE OF LOT 12; THENCE NORTH ALONG THE EAST LINE OF LOT 12, BEING ALSO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 9, TO THE NORTH LINE OF OWNER'S DIVISION OF PARTS OF LOTS 4 AND 5 OF HENRY HACHMEISTER'S DIVISION, IN THE NORTHWEST QUARTER OF SECTION 10, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 1949 AS DOCUMENT 14539019; THENCE EAST ALONG THE NORTH LINE OF SAID OWNER'S DIVISION TO THE WEST LINE OF LOT 3 IN SAID OWNER'S DIVISION; THENCE SOUTH ALONG THE WEST LINE OF LOT 3 TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF LOT 3 TO THE NORTHWEST CORNER OF LOT 4 IN SAID OWNER'S SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF LOT 4 TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF LOT 4, AND SAID SOUTH LINE EXTENDED EASTERLY, TO THE EASTERLY RIGHT-OF-WAY LINE OF RIVER ROAD; THENCE SOUTHEASTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID RIVER ROAD TO A POINT BEING 198.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 5 EXTENDED EASTERLY, IN HENRY HACHMEISTER'S DIVISION PER DOCUMENT NUMBER 4183101; THENCE WESTERLY, ALONG A LINE WHICH IS 198.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5 IN HENRY HACHMEISTER'S

DIVISION, TO THE NORTHWEST CORNER OF LOT 6 IN B.L. CARLSEN'S INDUSTRIAL SUBDIVISION PER DOCUMENT NUMBER 1925132; THENCE NORTHERLY TO A POINT BEING THE NORTHEAST CORNER OF A PARCEL BEING DESCRIBED PER DOCUMENT T1862127, SAID POINT BEING 293.73 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5 IN HENRY HACHMEISTER'S DIVISION; THENCE WESTERLY ALONG A LINE, 293.73 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, 91.50 FEET TO THE NORTHWEST CORNER OF SAID PARCEL PER DOCUMENT T1862127; THENCE SOUTHERLY ALONG A LINE BEING THE EAST LINE OF THE WEST 200.00 FEET OF SAID LOT 5, 71.88 FEET TO THE SOUTHEAST CORNER OF A PARCEL BEING DESCRIBED PER DOCUMENT T2257298; THENCE WESTERLY ALONG THE SOUTH LINE AND THE SOUTH LINE EXTENDED WESTERLY OF SAID PARCEL, 233 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF MICHIGAN AVENUE RIGHT-OF-WAY; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE OF MICHIGAN AVENUE TO THE NORTHEAST CORNER OF LOT 1, BLOCK 12 IN J. TAYLOR'S ADD. TO FAIRVIEW HEIGHTS PER DOCUMENT NUMBER 1876526, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 60TH STREET; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 60TH STREET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID MINNEAPOLIS, ST. PAUL AND ST. STE. MARIE RAILROAD RIGHT-OF-WAY; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

ALSO INCLUDING THE FOLLOWING DESCRIBED PARCEL:

BEGINNING IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AT THE INTERSECTION OF THE SOUTH LINE OF 61ST STREET WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND ST. STE. MARIE RAILROAD RIGHT-OF-WAY; THENCE EASTERLY ALONG THE SOUTH LINE OF 61ST STREET AND ITS EASTERLY EXTENSION, TO THE EAST LINE OF PEARL STREET; THENCE NORTHERLY ALONG THE EAST LINE OF PEARL STREET TO THE SOUTH LINE OF 62ND STREET; THENCE EASTERLY ALONG THE SOUTH LINE OF 62ND STREET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS STATE TOLL ROAD; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE TOLL ROAD TO A POINT ON A WESTERLY EXTENSION OF THE SOUTH LINE OF ALLEN AVENUE; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION, AND ALONG THE SOUTH LINE OF ALLEN AVENUE TO THE WEST LINE OF OTTO AVENUE; THENCE SOUTHERLY ALONG THE WEST LINE OF OTTO AVENUE TO A POINT ON A WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 30 FEET OF LOT 12 IN FIRST ADDITION TO B.L. CARLSEN'S INDUSTRIAL SUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 9 AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 5, 1962 AS DOCUMENT 18416079; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION, AND ALONG THE AFOREMENTIONED NORTH LINE OF THE SOUTH 30 FEET OF LOT 12, TO THE EAST LINE OF LOT 12; THENCE NORTHERLY ALONG THE EAST LINE OF LOT 12, BEING ALSO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 9, TO THE NORTH RIGHT-OF-WAY OF BALMORAL AVENUE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 6 IN ROSEMONT ENTERTAINMENT DISTRICT SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MAY

2, 2007 AS DOCUMENT NO. 0712215139; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 6 TO THE SOUTH RIGHT-OF-WAY LINE OF PURDUE DRIVE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY EXTENSION OF THE SOUTHERN MOST WESTERLY LINE OF LOT 2 IN SAID ROSEMONT ENTERTAINMENT DISTRICT SUBDIVISION; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 2 AND THE NORTHERLY EXTENSION THEREOF TO THE NORTH RIGHT-OF-WAY LINE OF PURDUE DRIVE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EAST LINE OF LOT 5 IN ROSEMONT ENTERTAINMENT DISTRICT RESUBDIVISION OF LOT 3 ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 23, 2008 AS DOCUMENT NO. 0802303093; THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 5 TO THE NORTHWEST CORNER OF SAID LOT 5, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS STATE TOLL ROAD; THENCE NORTHERLY, EASTERLY AND NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF BRYN MAWR AVENUE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE WEST LINE OF THE EAST 130.69 FEET OF LOT 1 IN BRYN MAWR AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1978 AS DOCUMENT NO. 24672068; THENCE NORTHERLY ALONG SAID WEST LINE AND NORTHERLY EXTENSION THEREOF TO A POINT ON A LINE BEING 451.26 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1; THENCE WESTERLY ALONG SAID PARALLEL LINE TO A POINT ON THE EAST LINE OF THE STORMWATER DETENTION EASEMENT GRANTED PER SAID DOCUMENT NO. 24672068; THENCE SOUTHERLY ALONG SAID EAST LINE TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE WESTERLY ALONG SAID NORTH LINE AND WESTERLY EXTENSION THEREOF TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS STATE TOLL ROAD AS ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION PER DOCUMENT NO. 16920452, RECORDED JUNE 3, 1957; THENCE NORTHWESTERLY AND WESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH A LINE THAT IS 243.94 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND ST. STE. MARIE RAILROAD; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO A POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 1 IN O'HARE AREA INDUSTRIAL SUBDIVISION UNIT 5 ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 29, 1978 AS DOCUMENT NO. 24741627; THENCE EASTERLY ALONG SAID NORTH LINE TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 1 AND ITS SOUTHERLY EXTENSION TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF BRYN MAWR AVENUE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE WESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS STATE TOLL ROAD; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 2 IN THE FINAL PLAT OF RESUBDIVISION OF ROSEMONT CROSSINGS II, ACCORDING TO THE PLAT THERE OF RECORDED JANUARY 21, 2010 AS DOCUMENT NO. 1002144041; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 2 TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF PEARL STREET; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-

WAY LINE TO THE NORTH RIGHT-OF-WAY LINE OF 63RD STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO SAID EAST RIGHT-OF-WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND ST. STE. MARIE RAILROAD; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

ALSO INCLUDING THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ROSEMONT, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10 AND THE NORTH LINE OF OWNER'S DIVISION OF PARTS OF LOTS 4 AND 5 OF HENRY HACHMEISTER'S DIVISION, IN THE NORTHWEST QUARTER OF SECTION 10, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 1949 AS DOCUMENT 14539019; THENCE EAST ALONG THE NORTH LINE OF SAID OWNER'S DIVISION TO THE WEST LINE OF LOT 3 IN SAID OWNER'S DIVISION; THENCE SOUTH ALONG THE WEST LINE OF LOT 3 TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF LOT 3 TO THE NORTHWEST CORNER OF LOT 4 IN SAID OWNER'S SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF LOT 4 TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF LOT 4, AND SAID SOUTH LINE EXTENDED EASTERLY, TO THE EASTERLY RIGHT-OF-WAY LINE OF RIVER ROAD; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIVER ROAD TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 1 IN ROSEMONT THEATRE RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 2024 AS DOCUMENT NUMBER 2421209031; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION AND THE SOUTHERLY LINE OF LOT 1 IN ROSEMONT THEATRE RESUBDIVISION TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 AND THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BALMORAL AVENUE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF BALMORAL AVENUE TO A POINT ON SAID WEST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10; THENCE SOUTH ALONG SAID WEST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10 TO THE POINT OF BEGINNING.

ALSO INCLUDING THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ROSEMONT, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF PARK PLACE (FKA PURDUE DRIVE) AND THE SOUTHERLY EXTENSION OF THE SOUTHERN MOST

WESTERLY LINE OF LOT 2 IN ROSEMONT ENTERTAINMENT DISTRICT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 2007 AS DOCUMENT NO. 0712215139; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 2 AND THE NORTHERLY EXTENSION THEREOF TO THE NORTH RIGHT-OF-WAY LINE OF PARK PLACE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EAST LINE OF LOT 5 IN ROSEMONT ENTERTAINMENT DISTRICT RESUBDIVISION OF LOT 3 ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 23, 2008 AS DOCUMENT NO. 0802303093; THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 5 TO THE NORTHWEST CORNER OF SAID LOT 5, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS STATE TOLL ROAD; THENCE NORTHERLY, EASTERLY AND NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF BRYN MAWR AVENUE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF SAID PARK PLACE; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE OF SAID PARK PLACE TO THE NORTHWEST CORNER OF ROSEMONT-WILLIAM STREET ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 1967 AS DOCUMENT NO. 20360786; THENCE EAST ALONG THE NORTH LINE OF SAID ROSEMONT-WILLIAM STREET ADDITION TO A POINT ON THE EAST LINE OF THE WEST 307.50 FEET OF THAT PART OF LOT 1 LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF LOT 1 IN SAID ROSEMONT-WILLIAM STREET ADDITION, 249.83 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 307.50 FEET AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WILLIAM STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF WILLIAM STREET TO A POINT ON THE EAST LINE OF THE WEST 24 FEET OF LOT 10 IN SAID ROSEMONT-WILLIAM STREET ADDITION; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 24 FEET OF LOT 10 TO A POINT ON THE SOUTH LINE OF SAID ROSEMONT-WILLIAM STREET ADDITION; THENCE WEST ALONG SAID SOUTH LINE OF ROSEMONT-WILLIAM STREET ADDITION TO THE SOUTHWEST CORNER THEREOF, SAID SOUTH WEST CORNER ALSO BEING A POINT ON THE WEST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10; THENCE SOUTH ALONG SAID WEST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID PARK PLACE; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF PARK PLACE TO THE POINT OF BEGINNING.

ALSO INCLUDING THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9 AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ROSEMONT, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS STATE TOLL ROAD AS ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION PER DOCUMENT NO. 16920452, RECORDED JUNE 3, 1957 AND A LINE THAT IS 243.94 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND ST. STE. MARIE RAILROAD; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO A POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 1 IN O'HARE AREA INDUSTRIAL SUBDIVISION UNIT 5 ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 29, 1978 AS DOCUMENT NO. 24741627; THENCE EASTERLY ALONG SAID NORTH LINE TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 1 AND ITS SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF JENNIE FINCH WAY (FKA BRYN MAWR AVENUE); THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF JENNIE FINCH WAY TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT 1 IN O'HARE AREA INDUSTRIAL SUBDIVISION UNIT 5; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND THE WESTERLY LINE OF LOT 1 TO THE MOST WESTERLY NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1 TO A NORTHERLY BEND IN SAID NORTHERLY LINE OF SAID LOT 1; THENCE NORTHERLY ALONG SAID NORTHERLY BEND IN THE NORTHERLY LINE OF LOT 1 AND THE NORTHERLY EXTENSION THEREOF TO A POINT ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS STATE TOLL ROAD; THENCE EASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS STATE TOLL ROAD TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CANADIAN NATIONAL RAILROAD (F.K.A. THE MINNEAPOLIS, ST. PAUL AND ST. STE. MARIE RAILROAD) AND THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER OF SECTION 9; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF PEARL STREET AS ACQUIRED BY THE VILLAGE OF ROSEMONT FROM THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY PER DOCUMENT NO. 18029656, RECORDED DECEMBER 1, 1960; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON THE FORMER NORTH LINE OF LOT 2 IN ROSEMONT CROSSINGS I SUBDIVISION, AS PER DOCUMENT NO. 0805303041 AND AS SHOWN IN THE SOUTH PORTION OF LOT 1 IN ROSEMONT CROSSINGS II SUBDIVISION, BEING A SUBDIVISION IN SAID NORTHEAST QUARTER OF SECTION 9, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 2010 AS DOCUMENT NO. 1002144041; THENCE EASTERLY ALONG SAID FORMER NORTH LINE TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE-294 TOLL ROAD; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT ON SAID NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 9; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 10 IN BLOCK 9 IN

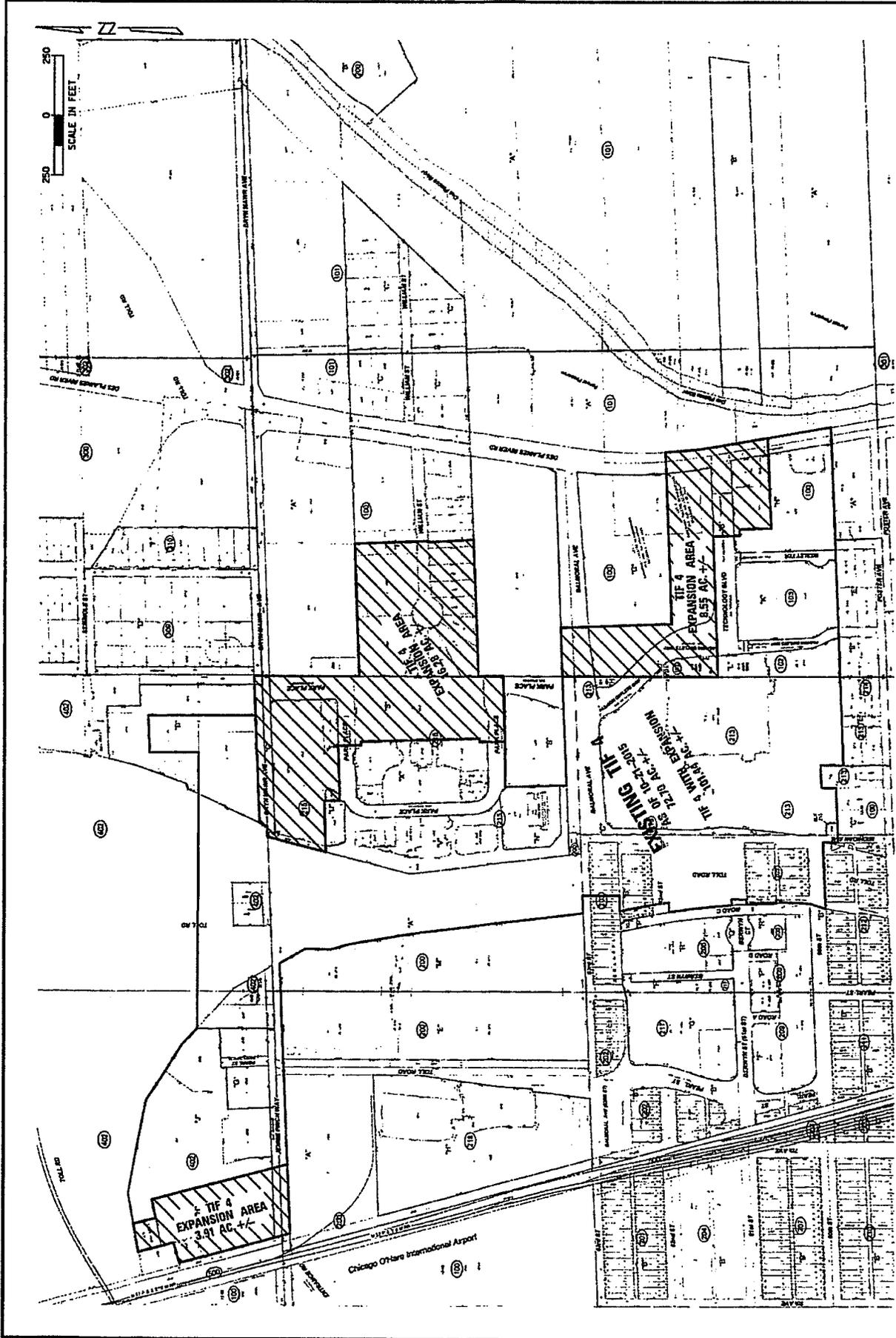
J. TAYLOR'S ADDITION TO FAIRVIEW HEIGHTS SUBDIVISION, BEING A SUBDIVISION IN SAID NORTHEAST QUARTER OF SECTION 9, ACCORDING TO THE PLAT THEREOF RECORDED MAY 27, 1893 AS DOCUMENT NO. 1876526; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND EAST LINE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE 16 FOOT ALLEY IN SAID BLOCK 9; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE-294 TOLL ROAD; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 60TH STREET; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF THE CANADIAN NATIONAL RAILROAD; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

Exhibit B

(General street location of the Sixth Amended South River Road Village of Rosemont TIF 4
Redevelopment Project Area)

The general street location of the Sixth Amended South River Road Village of Rosemont TIF 4 Redevelopment Project Area is bounded: (1) on the south by the Village of Rosemont's Village limits; (2) on the west by the west border of I-294 and, north of Jennie Finch Way, by existing railroad right-of-way; (3) on the north by I-190; and (4) on the east by River Road.

EXHIBIT C
(Map of the Sixth Amended Redevelopment Project Area)



CALC.	KJR	PROJECT NO.	17003
DRN.	AJK	SHEET 1 OF 1	
CHKD.	JRM	DRAWING NO.	TIF17003M_2024
SCALE:	1"=250'	DATE:	06-06-2024

TIF 4
 IN
 VILLAGE OF ROSEMONT, ILLINOIS
 PREPARED FOR
 VILLAGE OF ROSEMONT

CHRISTOPHER B. BURKE
 ENGINEERING, LTD.
 9575 West Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500





Attachment B. Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the reporting fiscal year

Re: Village of Rosemont TIF No. 4

I, Bradley A. Stephens, the Chief Executive Officer of the Village of Rosemont, County of Cook, State of Illinois, do hereby certify that to the best of my knowledge, the Village complied with the requirements pertaining to the Illinois Tax Increment Redevelopment Allocation Act during the fiscal year beginning January 1, 2024 and ending December 31, 2024.



8-25-2025

DATE

*ROSEMONT TIF 4 ANNUAL REPORT FOR VILLAGE OF ROSEMONT FISCAL YEAR
BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024*

RE: Attorney Review TIF Compliance TIF No. 4

To Whom it May Concern:

This will confirm that I am the Village Attorney for the Village of Rosemont, Illinois. I have reviewed all information provided to me by the Village, staff and consultants, and I find that the Village of Rosemont has conformed to all applicable requirements of the Illinois Tax Increment Redevelopment Allocation Act set forth thereunder for the fiscal year beginning January 1, 2024 and ending December 31, 2024 to the best of my knowledge and belief.

Sincerely,



Terrence D. McCabe

Ryan & Ryan Law, LLC, Special Attorneys

- Attachment D.** Statement setting forth all activities undertaken in furtherance of the objectives of the Redevelopment Plan, including:
- A. Any project implemented during the reporting fiscal year; and
 - B. A description of the redevelopment activities undertaken.

The Village continued to monitor existing agreements and projects as well as existing obligations for the subject TIF Area.

The Village entered into a Lease for a portion of the subject TIF Area to re-lease Village-owned property to a new restaurant tenant and pursuant to an option to purchase contained in the lease entered into a Real Estate Purchase and Sale Agreement for its sale of to the tenant CS Masmex Propco, LLC.

The Village entered into a Real Estate Purchase and Sale Agreement for a portion of the subject TIF Area to facilitate the sale of Village-owned lease property to the tenant of the property CS Masmex Propco, LLC.

The Village entered into a Real Estate Purchase and Sale Agreement for a portion of the subject TIF Area to facilitate the purchase of property by the Village for redevelopment and re-purposing to a restaurant use within the Village-owned Parkway Bank Park Entertainment District OB Park LLC.

Attachment E. Description of Agreements Regarding Property Disposition or Redevelopment

The Village entered into a Lease for a portion of the subject TIF Area to re-lease Village-owned property to a new restaurant tenant and pursuant to an option to purchase contained in the lease entered into a Real Estate Purchase and Sale Agreement for its sale of to the tenant. (E1)

The Village entered into a Real Estate Purchase and Sale Agreement for a portion of the subject TIF Area to facilitate the sale of Village-owned lease property to the tenant of the property. (E2)

The Village entered into a Real Estate Purchase and Sale Agreement for a portion of the subject TIF Area to facilitate the purchase of property by the Village for redevelopment and re-purposing to a restaurant use within the Village-owned Parkway Bank Park Entertainment District.

REAL ESTATE PURCHASE AND SALE AGREEMENT

By and Between

**CS MASMEX PROPCO, LLC,
a Delaware limited liability company**

and

**VILLAGE OF ROSEMONT, ILLINOIS, an
Illinois municipal corporation**

November 25, 2024

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT is made and entered into and effective this 27th day of November 2024 (hereinafter referred to as the "Agreement") by and between the CS MASMEX PROPCO, LLC, a Delaware limited liability company (referred to herein as "Purchaser"), and VILLAGE OF ROSEMONT, an Illinois home rule municipal corporation (referred to herein as the "Village").

RECITALS

A. Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended ("TIF Act") and the terms of the Village's South River Road TIF No. 4 Redevelopment Plan and Project the Village designated a certain area within its municipal limits for redevelopment and revitalization with commercial and retail uses.

B. The Village currently owns the property that is the subject of this Agreement ("Property"), which is within the South River Road TIF No. 4 Project Area with the Property to be conveyed depicted as legally described on Exhibit A attached hereto and made a part hereof.

C. The Property is currently improved with a building (hereinafter referred to as the "Building") having the common address of 5433 Park Place, Rosemont, Illinois and an adjoining second floor outdoor patio area (the "Patio").

D. Village now desires to sell to Purchaser and Purchaser now desires to purchase from the Village the Property and Patio currently operating as a Fat Rosie's restaurant.

E. The Village, in order to ensure the continued use of the Property and Patio, requires certain assurances, as hereinafter set forth, that Purchaser will perform certain acts and fulfill certain conditions.

F. In order to ensure the continued use of the Property and Patio, Purchaser requires certain assurances, as hereinafter set forth, that the Village will perform certain acts and fulfill certain conditions.

G. It is the desire of the Village and Purchaser that the continued use of the Property and Patio proceeds as conveniently and expeditiously as possible, subject to the Village's ordinances, codes and regulations, now or hereafter in force and effect, as limited, modified or amended by, and subject to the provisions of this Agreement and applicable law.

H. The corporate authorities of the Village, after due and careful consideration, have concluded that the sale and continued use of the Property and Patio as provided in this Agreement furthers the goals and objectives of the South River Road TIF No. 4 Redevelopment Plan and Project, will further the growth of the Village, increase the assessed valuation of the real

estate situated within the Village, increase the sales tax revenues realized by the Village and foster increased economic activity within the Village.

I. The corporate authorities of the Village, after due and careful consideration, have concluded the sale of the Property and Patio and the fulfillment generally of this Agreement, are in the vital and best interests of the Village and the health, safety and welfare of its residents and taxpayers.

J. Pursuant to the Village's powers as a home rule municipal corporation of the State of Illinois, pursuant to Article VII of the 1970 Constitution of the State of Illinois, the Village possesses the authority and power to enter into this Agreement.

K. The Village and Fat Rosie's OpCo, LLC have entered into a Lease as of April __, 2024 (the "Lease") for the Property which contains an option to purchase giving the Purchaser the right to purchase the Property ("Purchase Option") which Purchaser is exercising with the execution of this Agreement.

NOW THEREFORE, in consideration of the mutual agreements herein and in this Agreement contained, the Village and the Purchaser do hereby agree to the covenants, conditions, limitations and agreements herein contained and agree as follows:

1. INCORPORATION OF RECITALS.

The foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article 1.

2. DEFINITIONS.

The terms defined in this Article (except as herein otherwise expressly provided or required by the context) shall have the following meanings:

2.1 "Closing" shall be the consummation of the transfer of the Property and Patio from the Village to the Purchaser together with the execution and delivery of closing documents to include, but not limited to, the Parking Agreement and other closing documents in the manner provided in and by this Agreement. Subject to the satisfaction of all contingencies and conditions precedent provided in and by this Agreement, the Closing shall occur thirty (30) days after the Effective Date of this Agreement or such other date as the parties may mutually agree.

2.2 "Closing Date" shall mean the date of the Closing.

2.3 "Effective Date" shall be the date of this Agreement.

2.4 "Escrow" shall mean the standard form of deed and money escrow agreement of the Title Company ("Deed and Money Escrow Agreement") to consummate the transaction contemplated by this Agreement in accordance with the general provisions of the Title Company's usual strict joint order escrow instructions.

2.5 “Patio Subdivision” shall mean the Plat of Re-subdivision attached hereto as Exhibit D.

2.6 “Parking Agreement” shall mean that certain parking agreement to entered into by Purchaser and the Village in connection with the Lease.

2.7 “Party Wall Agreement” shall mean that certain party wall agreement, as recorded, providing for rights, obligations, easements, covenants, burdens, uses and privileges of the parties as to the existing common party wall and roof that separate the Property and the commercial entertainment venue commonly known as Zanies Comedy Club Rosemont having the common address of 5437 Park Place, Rosemont, Illinois 60018 (the “Zanies Property”), the Property and the Zanies Property being joined by a single wall along the easterly boundary of the Property, entered into by the Village and the owner of the Zanies Property attached hereto as Exhibit C;

2.8 “Patio” shall mean that part of the 5433 Park Place Parcel consisting of approximate 847 square feet of outdoor patio area located “Plans and Specifications” shall mean the plans and specifications submitted by the Purchaser for the Property and Patio in the manner provided in this Agreement.

2.9 “Plat of Re-subdivision” shall mean the plat of re-subdivision of the underlying lot of which the Property is a part, as recorded, by the Village of Rosemont.

2.10 “Purchase Price” shall mean the price (as set forth in Section 3.2 below) to be paid to the Village by the Purchaser for the Property and Patio in the manner provided in and by this Agreement.

2.11 “Purchaser” shall mean CS MasMex PropCo, LLC, a Delaware limited liability company and those parties who become its successors and assigns in the manner authorized by this Agreement.

2.12 “Title Company” shall mean the Greater Illinois Title Company as policy issuing agent of Stewart Title Guaranty Company and as escrow agent of the Escrow designated by the Village or otherwise agreed upon by the parties.

2.13 “Village” shall mean the Village of Rosemont, a home rule municipal corporation under the laws of the State of Illinois, together with any successors or assigns.

2.14 “Village Municipal Code” shall mean the municipal code, ordinances and regulations of the Village of Rosemont as adopted and in place from time to time.

2.15 “Village Zoning Code” shall mean the zoning code of the Village of Rosemont as adopted and in place from time to time.

2.16 “Special Use Permit, Building Permits and Approvals Issuance Date” shall mean the date the Village of Rosemont issues or issued the Special Use Permit, Building Permits and Approvals (as defined herein) necessary for the renovation, construction and development (collectively “Renovation”) at the Property and Patio.

(a) Not more than fourteen (14) days after the Effective Date, the Village, at the Village's cost, shall provide Purchaser a current title commitment for an Owner's Title Insurance Policy issued by the Title Company (the "Title Commitment") in the amount of Two Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000.00) covering title to the Property and the Patio and any easements that benefit the Property and/or the Patio, with said Title Commitment to be accompanied by copies of all instruments and plats described on Schedule B thereto ("Initial Title Commitment").

(b) All title commitments provided by the Village under this Section shall be updated and delivered to Purchaser prior to the Closing (collectively the "Updated Title Commitment").

(c) Purchaser shall have until the later of (1) the expiration of the Due Diligence Period and (2) ten (10) days after its receipt of each of: (i) the Initial Title Commitment or any Updated Title Commitment and all underlying title documents referenced therein, (ii) the Survey of the Property and Patio to be provided (as defined in Section 8) and (iii) the Phase I, to review same and notify the Village of any objections ("Objections"). The Village shall have fourteen (14) days to cause the Objections to be removed from either the Updated Title Commitment or the Survey, or to have, with the Purchaser's concurrence, the Title Company commit to insure against loss or damage that may be occasioned by such Objections (the "Cure Period") at the Village's cost. All such title exceptions as approved by the Purchaser shall be deemed the "Permitted Title Exceptions." If Village does not cure such Objections to Purchaser's reasonable satisfaction within Village's fourteen (14) day cure period, Purchaser may elect, by written notice to Village delivered within ten (10) days after the expiration of Village's fourteen (14) day cure period, to terminate this Agreement. Thereafter, the Earnest Money Deposit shall be returned to Purchaser, and Purchaser and Village shall have no obligations or liabilities under this Agreement, except for those obligations or liabilities that expressly survive the termination of this Agreement. If Purchaser does not so elect, this Agreement shall remain in full force and effect, subject to all other terms and conditions hereof and any such unpermitted exceptions that were not cured to Purchaser's reasonable satisfaction shall be deemed Permitted Title Exceptions. Purchaser shall not be required to object to monetary liens or encumbrances, it being acknowledged that the Village shall be required to pay and remove, prior to Closing, all such liens and encumbrances. Notwithstanding the foregoing, to the extent the following use restrictions are listed in the Deed, the use restrictions shall be deemed Permitted Title Exceptions: use restrictions for (i) a movie theater, (ii) the sale of theater popcorn provided the restriction shall not apply to popcorn served which is incidental to business operations and the popcorn is served in open, returnable containers and is for in-house consumption at no charge, (iii) the sale of packaged theater candy of the type typically found in movie theater concession stands provided the restriction shall not apply to sale of candy on the interior of the Property and is not advertised or promoted for consumption in the movie theater within the Parkway Bank Park, (iv) a Brazilian steakhouse venue, (v) a bowling venue, (vi) a venue where on premises pizza sales comprise 20 percent (20%) or more of total gross sales and (vii) a venue for the purpose of viewing a live performance of music or viewing any other type of live performance where tickets are available for purchase prior to the date of the live performance at the venue or over the internet; provided, however, such restrictive covenant as to any single aforementioned use in (i) – (vii) above shall terminate and be of no further force and effect when any of the existing movie theater, Brazilian steakhouse, bowling alley, pizza restaurant or the

venue for viewing a live performance of music or viewing any other type of live performance where tickets are available for purchase prior to the date of the live performance at the venue or over the internet, no longer exist within the Parkway Bank Park.

5. CONDITIONS PRECEDENT; DUE DILIGENCE.

5.1 Conditions Precedent. In addition to any other conditions precedent in favor of Purchaser as may be expressly set forth elsewhere in this Agreement, Purchaser's obligations under this Agreement are subject to the timely fulfillment of the following conditions on or before the Closing Date, or such earlier date as is set forth herein: (i) the plat of Re-Subdivision recorded with the office of the Cook County Recorder; (ii) delivery to Purchaser of evidence of the Patio Subdivision; (iii) all TIF requirements as described in Section 7 shall have been completed to Purchaser's reasonable satisfaction, (iv) Purchaser shall have secured an unconditional loan commitment from a recognized capable financial source for the necessary purchase price; (v) if permits have not been issued at the time the Purchase Option is exercised, Purchaser shall have secured all Permits and Approvals, including a Special Use Permit for Purchaser's Renovation at the Property and Patio; (vi) the status of title shall be as required herein and the Title Company shall have irrevocably committed to issue the Title Policy on the terms and conditions herein; (vii) the condition of the Property and Patio shall not have changed in any material respect from the Effective Date through the Closing Date; (viii) the Village shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by the Village prior to or at the Closing except to the extent such obligation is excused by Purchaser's prior failure to perform and comply in all material respects with all of the terms of this Agreement; (ix) on the Closing Date, all of the representations and warranties of the Village set forth in this Agreement shall be materially true, and accurate; and (x) unless otherwise agreed to by Purchaser, in Purchaser's sole discretion, the Village shall have terminated, at the Village's sole cost and expense, any and all service contracts affecting the Property or the Patio. Each condition may be waived in whole or in part only, by written notice of such waiver from Purchaser to the Village, in Purchaser's sole and absolute discretion. Purchaser may terminate this Agreement upon written notice to The Village due to the failure of any of the conditions precedent contained in this Agreement, in which event Purchaser shall be entitled to a prompt return of the Earnest Money Deposit, and the parties hereto shall have no further obligations hereunder except those which by their terms expressly survive any such termination. In the event of such termination the Lease shall remain in full force and effect.

5.2 Due Diligence Period. At any time prior to the close of the Escrow, Purchaser and its respective employees, agents, contractors and other representatives (herein, the "Purchaser Group") shall have access to the Village's books and records relating to the ownership and operation thereof and shall be entitled to make such inspections, tests, financial audits and verifications as they shall deem necessary or appropriate ("Purchaser's Inspections"). Purchaser's obligation to purchase the Property and Patio will be subject to Purchaser's satisfaction, within thirty (30) days following the Effective Date (the "Due Diligence Period"), of the foregoing inspections, together with any and all other due diligence reviews of the physical and financial characteristics and attributes of the Property and Patio and Purchaser's contemplated operation at the Property and Patio as may be performed by Purchaser or other members of the Purchaser's

Group. Further, the foregoing conditions precedent shall include Purchaser's satisfaction with the condition of title to the Property and Patio, the Title Commitment, as described above, and Survey, as described below, and all other matters pertaining to the Property and Patio as the Purchaser, in its sole discretion, may deem appropriate. Notwithstanding anything else in this Agreement to the contrary, Purchaser shall defend, indemnify and hold the Village harmless for, from and against any claims, demands, actions, liabilities and obligations (including, but not limited to, mechanics' and materialmen's liens and all reasonable attorneys' fees and costs) arising from Purchaser's Inspections; provided, however that Purchaser shall not be liable for any pre-existing conditions. At any time on or prior to the expiration of the Due Diligence Period, Purchaser may, in its sole and absolute discretion, provide written notice to the Village disapproving the Property and Patio (the "Disapproval Notice"). Upon the delivery to the Village of a Disapproval Notice, this Agreement shall automatically terminate and (i) the parties shall be released from all further obligations under this Agreement (except with respect to any provisions that by their terms expressly survive a termination of this Agreement) and (ii) Title Company shall pay the entire Earnest Money Deposit to Purchaser not later than one (1) business day following receipt of Purchaser's Disapproval Notice and the Lease shall remain in full force and effect.

6. ZONING AND PERMITS. INTENTIONALLY DELETED

7. TIF; ALTERNATE BIDS. The Village shall be responsible for ensuring compliance with all TIF requirements in connection with the transaction contemplated by this Agreement. The Village shall publish a request for alternative bids as required pursuant to the South River Road TIF No. 4 Redevelopment Plan and Project and TIF Act to the extent required by law providing for alternative bids to be submitted to the Village.

8. SURVEY; PHASE I.

8.1 Survey. Within fourteen (14) days after the date of this Agreement, the Village, at the Village's cost, shall provide Purchaser with a current ALTA survey of the Property and the Patio showing the location of any and all buildings and lot and building lines and any and all encroachments of improvements from or onto adjoining land (the "Survey") and shall be in a format that will allow the Title Company to issue the Title Policy with extended coverage over the standard exceptions. The legal description for the Property and the Patio on the Survey shall be the legal description shown on the Plat of Re-Subdivision. Such Survey shall plot all exceptions to title (to the extent plottable) and shall plot any easements that benefit or burden the Property and/or the Patio. The Village shall pay for the cost of the Survey.

8.2 Phase I. The Village, at the Village's cost, has provided Purchaser with a current Phase I environmental site assessment (the "Phase I") covering the Property and Patio. The Village is not aware of any condition either on the Property, Patio or on any adjacent property that would give rise to any claim or liability under any Federal, state, or local environmental statute, law, or ordinance. The Village shall be responsible for any remediation necessary in the event of any environmental contamination as a condition precedent to Closing.

9. PARKING AGREEMENT; PARTY WALL AGREEMENT.

9.1 Parking Agreement. At Closing the Village and Purchaser shall execute and enter into the Parking Agreement in substantially the same form as attached hereto and made a part hereof as Exhibit B.

9.2 Party Wall Agreement. The Village and Zanies Comedy Club Rosemont entered into the Party Wall Agreement attached hereto and made a part hereof as Exhibit C providing for providing for the rights, obligations, easements, covenants, burdens, uses and privileges of the parties as to the existing common party wall and roof that separate the Property as Lot 7 and the Zanies Property as Lot 6.

10. REAL ESTATE TAXES.

10.1 Pre-Closing Taxes. The Village represents that the Property and Patio is currently exempt from real estate taxes and is subject to leasehold real estate taxes. The Village shall pay or cause to be paid any real estate or leasehold real estate taxes due or to become due for the Property and/or the Patio up to the Rent Commencement Date under the Lease before such taxes become delinquent. The tenant under the Lease is responsible for any leasehold real estate taxes for the period from and after the Rent Commencement Date under the Lease.

10.2 Post-Closing Taxes. Purchaser shall be responsible to pay or cause to be paid by others any real estate taxes, leasehold real estate taxes, sales taxes, parking taxes, or any other taxes levied or assessed against the Property and/or the Patio related to Purchaser's ownership or the leasing of the Property and Patio or Purchaser's use of the parking garage located within Parkway Bank Park before such taxes become delinquent.

11. CERTIFICATE OF OCCUPANCY. If a certificate of occupancy has not been issued by the Effective Date, the Village shall promptly issue a certificate of occupancy for the Property and Patio provided same are substantially completed, subject to all applicable Village requirements and the provisions of this Agreement.

12. GENERAL DEVELOPMENT ISSUES. The general development regulations applicable to the Property and Patio including, but not limited to, landscaping requirements, signage requirements, construction fencing, common access requirements and screening requirements shall be governed by the applicable requirements under the Village Municipal Code, the Village Zoning Code, and any other applicable Village ordinances, and shall be consistent with the Plans and Specifications as approved by the Village.

13. BROKER'S COMMISSION. Purchaser and the Village each represents to the other that it has not dealt with any party acting as a broker or sales agent in connection with the transactions described in this Agreement other than Braden Real Estate, LLC (the "Broker"). The Village shall pay Broker any fees due it pursuant to a separate agreement, to the extent provided in such separate agreement. **EACH PARTY AGREES TO INDEMNIFY, DEFEND AND**

HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES, FEES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, AS A RESULT OF CLAIMS MADE BY ANY PERSON FOR BROKERAGE COMMISSIONS, OR OTHER FEES, WITH RESPECT TO THE TRANSACTIONS DESCRIBED IN THIS AGREEMENT, AS A RESULT OF THE UNTRUTH OF THE REPRESENTATIONS OF THE INDEMNIFYING PARTY UNDER THIS SECTION 13. The provisions of this Section 13 shall survive the Closing or termination of this Agreement.

14. NOTICES. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefor; or (ii) e-mail; or (iii) sent by a recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the parties at their respective addresses set forth below, and the same shall be effective (a) upon delivery, if delivered personally; (b) upon receipt of email; (c) one (1) business day after depositing with such overnight courier service; or (d) two (2) business days after deposit in the mails, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

As to Village: Village of Rosemont
9501 Technology Boulevard
Suite 4000
Rosemont, Illinois 60018
Attn: Village Clerk
Email: mayorsoffice@villageofrosemont.org

With Copy to: William E. Ryan
Ryan & Ryan Law, LLC
9501 Technology Boulevard
Suite 4300
Rosemont, Illinois 60018
Email: wryan@ryanryanlaw.com

As to Purchaser: Fat Rosie's OpCo, LLC 5311 Kirby
5311 Kirby Drive, Suite 111
Houston, Texas 77005
Attention: Real Estate Notices
Email: ronbiskin@gmail.com

With Copy to: Federman Steifman LLP
220 East 42nd Street, 25th Floor
New York, New York 10017
Attention: Jeffrey D. Friedman
Telephone: (312) 881-2500
Email: jfriedman@federmansteifman.com

15. SURVIVAL. Except to the extent otherwise performed by a party, all the continuing terms set forth in this Agreement shall survive Closing and shall remain in full force and effect thereafter.

16. PARTIES BOUND. This Agreement shall be binding upon and inure to the benefit of the Village and the Purchaser and their respective successors and assigns.

17. GOVERNING LAW; VENUE. The laws of the State of Illinois shall govern the validity, construction, enforcement and interpretation of this Agreement. This Agreement shall be enforceable in the Circuit Court of Cook County, Illinois by either the Village, Purchaser, or by any successor or successors in title or interest or by the assigns of the parties for the purposes of any suit, action or other proceeding arising out of or relating to any default or breach of this Agreement and any relief or remedy sought by either of the parties.

18. NON-BUSINESS DAYS. If the Closing Date or the date for delivery of a notice or performance of some other obligation of the Village or the Purchaser falls on a Saturday, Sunday or legal holiday in the State of Illinois, then the date for Closing or such notice or performance shall be postponed until the next business day.

19. DEFAULTS; REMEDIES.

(a) Except as provided in this Agreement, and subject to force majeure, any failure or delay beyond stated periods for performance or applicable cure periods by either party to perform any material term or provision of this Agreement shall constitute a breach of such party's obligations under this Agreement and shall be deemed to constitute an event of default under this Agreement ("Event of Default"). The party who so fails or delays must, upon receipt of written notice of the existence of such default, immediately commence to cure, correct or remedy such default and thereafter proceed with diligence to cure such default. The party claiming such default shall give written notice of the alleged default to the party alleged to be in default specifying the default complained of by the injured party. The party alleged to be in default shall have seven (7) days after receiving written notice from the party claiming such default to cure any monetary default for its failure or refusal to pay any monies that become due and payable under this Agreement, including but not limited to paying the Purchase Price. Except as required to protect against further damages, and except as to monetary defaults as otherwise expressly provided in this Agreement, the injured party may not institute proceedings against the party in default until twenty-one (21) days after giving such notice. If such monetary default is cured within such seven

(7) day period, or if a non-monetary default is cured within such twenty-one (21) day period, the default shall not be deemed to constitute an Event of Default under this Agreement. If: (i) such default does not relate to the lack of funds or the obligation of a party to pay money to the other; (ii) such default cannot reasonably be cured within a twenty-one (21) day period; and (iii) the defaulting party shall commence to cure the same within such twenty-one (21) day period and diligently and in good faith continue to prosecute the cure of such default in a commercially reasonable manner to its conclusion, then said twenty-one (21) day period shall be extended for such time as is reasonably necessary for the curing of such default. If such default is cured within such extended period, the default shall not be deemed to constitute an Event of Default under this Agreement. However, a default not cured as provided above shall constitute an Event of Default under this Agreement.

(b) Prior to Closing and upon an Event of Default by the Village beyond applicable cure periods, Purchaser may elect to exercise any of the following remedies:

- i. Waive such failure and proceed to the Closing with no reduction in the Purchase Price.
- ii. Bring an action for specific performance to cause the Village to convey the Property and the Patio to Purchaser pursuant to the terms and conditions of this Agreement.
- iii. Terminate this Agreement by notice to the Village to that effect, in which event the Earnest Money Deposit shall be returned the Purchaser and the Village pursuant to Section 35 shall reimburse Purchaser, and the parties hereto shall have no further obligations hereunder, except those which expressly survive termination hereof.

(c) If the sale contemplated hereby is not consummated because of a material default by Purchaser in its obligation to purchase the Property in accordance with the terms of this Agreement, after Village has performed or tendered performance of all its material obligations in accordance with this Agreement, unless Village's performance is excused by Purchaser's prior default (e.g. Village shall not be required to tender a Deed in Escrow if Purchaser has indicated that it will not acquire the Property after the Due Diligence Period expired), then, upon written notice from Village to Purchaser, (a) this Agreement shall terminate; (b) not later than one (1) Business Day thereafter, the Escrow Holder shall, without further notice, cause the Deposit to be paid to and retained by Village as liquidated damages; and (c) Village and Purchaser shall have no further obligations to each other, except those which expressly survive the termination of this Agreement. Purchaser and Village acknowledge that the damages to Village in the event of such a breach of this Agreement by Purchaser would be difficult or impossible to determine, that the amount of the Deposit represents the parties' best and most accurate estimate of the damages that would be suffered by Village if the transaction should fail to close and that such estimate is reasonable under the circumstances existing as of the date of this Agreement and under the circumstances that Village and Purchaser reasonably anticipate would exist at the time of such breach. Purchaser and Village agree that Village's right to retain the Deposit shall be Village's sole remedy, at law and in equity, for Purchaser's failure to purchase the Property in accordance with

the terms of this Agreement. Village hereby waives any right to an action for specific performance of any provisions of this Agreement.

20. PERMITTED DELAYS; FORCE MAJEURE. None of the parties shall be deemed to be in default hereunder in the performance of any obligation where delays or defaults in such performance are due to: war; insurrection; strikes; riots; floods; earthquakes; fires, casualties or acts of God; pandemic; abnormally adverse weather conditions; or any other cause similar to the foregoing that is not within a party's control. An extension of time for any such cause shall be for the period of the delay, which period shall commence to run from the time of the commencement of the cause, provided that written notice by the party claiming such extension is sent to the other party not more than fourteen (14) days after the commencement of such cause provided, however, in no event shall the period exceed more than ninety (90) days. In order to claim an event of force majeure the claiming party must send written notice to the other party within fourteen (14) days of the claimed force majeure event.

21. INTEGRATION AND AMENDMENT. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between the parties relative to the subject matter hereof and thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as are herein and therein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and duly executed by them. All exhibits to this Agreement are expressly incorporated herein by this reference thereto.

22. SEVERABILITY. In the event any phrase, article, section or portion of this Agreement is found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such finding of invalidity, illegality or unenforceability as to that portion shall not affect the validity, legality or enforceability of the remaining portions of this Agreement.

23. CAPTIONS AND PRONOUNS. The captions and headings of the various articles and sections of this Agreement are for convenience only and are not to be construed as confining, defining, expanding or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

24. NO DISCRIMINATION. Purchaser agrees to comply with all applicable laws prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin or sexual orientation. Purchaser shall require that applicants for employment with Purchaser be treated during the application process and during employment without regard to race, creed, color, religion, sex, national origin, disability or sexual orientation in accordance with applicable laws.

25. NO JOINT VENTURE. 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 or joint venture between or among such parties.

26. LIMITED LIABILITY. The parties hereto specifically agree, that neither the Village of Rosemont nor Purchaser shall have any liability for any breach of any of the terms of this Agreement in the form of consequential or punitive damages.

27. AUTHORIZED EXECUTION. The parties represent and warrant that they have been duly authorized to execute this Agreement.

28. ASSIGNMENT BY PURCHASER.

28.1 Assignment Prior to Closing. Prior to Closing, Purchaser may, upon prior written notice to the Village and without the Village's consent, assign this Agreement to any entity owned, controlled, or under common control by Purchaser or to a sale leaseback investor provided, however, Purchaser shall remain liable for its obligations under this Agreement such assignment notwithstanding or anything else in this Agreement to the contrary.

28.2 Assignment Following Closing. Following the Closing, Purchaser may Transfer all of the Property and the Patio and all of the rights under the Parking Agreement without the Village's prior written consent and Purchaser shall provide notice of any such transfer to the Village.

29. APPLICABLE LAW AND CONSTRUCTION. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Agreement. This Agreement has been negotiated by the Village and the Purchaser and the Agreement, together with all of the terms and provisions of this Agreement, shall not be deemed to have been prepared by either the Village or the Purchaser, but both equally.

30. SUBMISSION TO JURISDICTION. Each party to this Agreement hereby submits to the jurisdiction of the State of Illinois, Cook County and the Circuit Court of Cook County, Illinois for the purposes of any suit, action or other proceeding arising out of or relating to this Agreement and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by the Circuit Court of Cook County, Illinois.

31. EXECUTION OF WRITTEN INSTRUMENTS. The Village and Purchaser agree to make, execute and deliver such written instruments and agreements and as shall from time to time be reasonably required to carry out the terms, provisions and intent of this Agreement.

32. ATTORNEY'S FEES. If either party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, proceeding, trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court.

33. NO WAIVER. Any requirement or conditions contained in this Agreement may only be waived in writing.

34. CERTIFICATION OF ELIGIBILITY.

(a) Purchaser certifies that it is not barred from bidding on contracts offered for bid by any unit of state or local government in the State of Illinois as a result of having been convicted of a violation of either Section 33E-3 [Bid Rigging] or Section 33E-4 [Bid Rotation] of the Illinois Criminal Code.

(b) Purchaser certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless Purchaser is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1.

35. PURCHASER'S COSTS. In the event Purchaser and the Village fail to consummate the transaction contemplated by this Agreement due to an uncured Event of Default by the Village, the Village agrees to reimburse the Purchaser for its reasonable out-of-pocket costs and reasonable attorney's fees up to an amount not to exceed Fifty Thousand Dollars (\$50,000.00).

36. PERSONAL PROPERTY; FF&E. At Closing, the Village shall provide the Purchaser a bill of sale (the "Bill of Sale"), in a form reasonably acceptable to Purchaser, conveying all right, title and interest to all personal property furniture, if any, fixtures and equipment including, but not limited to, all kitchen equipment and patio enclosure improvements (the "FF&E") in its condition as situated at the Property and/or Patio as of the Effective Date, normal wear and tear excepted.. Purchaser acknowledges and agrees that prior to the Effective Date the Village has not made, and following the Effective Date the Village shall not be required to make, any representations or warranties, express, implied or statutory, of merchantability or condition with respect to the FF&E or that the FF&E is fit for any particular purpose.

37. TIME OF THE ESSENCE. The parties hereto expressly agree that time is of the essence with respect to this Agreement and the Closing Date.

38. PREVAILING WAGE. Purchaser agrees that laborers, workers and mechanics performing renovation or any type of construction or demolition work on the Property shall be paid not less than the prevailing wages for the type of work performed that are in effect as determined by the Illinois Department of Labor for Cook County under the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq* provided, however, the provisions of this Section shall be limited to work performed in relation to the initial renovation of the 5443 Park Place Parcel.

39. EXCLUSIVE USE. The Village and the Purchaser agree that the Property and Patio shall be subject to and benefitted by a restrictive covenant the ("Restrictive Covenant"), prohibiting Village owned property in the Parkway Bank Park having the common addresses of 5520 Park Place, Rosemont, Illinois, and 5441 Park Place, Rosemont Illinois (*e.g.*, iFly, and Bub City, and Joe's, respectively and collectively the "Village Parcels") from being leased, sold, or operated as a Mexican bar or restaurant for as long as the Property and Patio operates as a Mexican

bar or restaurant. At closing, the Village shall record the Restrictive Covenant against the Village Parcels. The Restrictive Covenant is attached hereto in substantial form as Exhibit E and shall be in recordable form as determined by the Title Company in its reasonable discretion.

40. THE VILLAGE'S REPRESENTATIONS.

The Village warrants and represents to Purchaser as follows:

- (a) The Village has full power and authority to enter into this Agreement, to perform this Agreement and to consummate the transactions contemplated hereby. This Agreement is a legal, valid and binding obligation of The Village, enforceable against The Village in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.
- (b) The Village is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended (the "Code").
- (c) Neither The Village nor any of its employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.
- (d) Other than complying with respect to the necessary Permits and Approvals, there are no restrictions on the Property or Patio that would prevent the Renovation and use of the Property and Patio as a Fat Rosie's restaurant.
- (e) No authorization, consent or approval of any third-party governmental authority (including, without limitation, courts) is required for the execution and delivery by The Village of this Agreement or the performance of its obligations hereunder.
- (f) Neither the execution, delivery or performance of this Agreement nor compliance herewith (a) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under any law or any order, writ, injunction or decree of any court or governmental authority, or (b) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument.
- (g) The Village has not entered into any agreements with any third-party governmental authorities or agencies affecting the Property and/or Patio.

- (h) There is no pending or, to the best of The Village's knowledge, threatened or contemplated, condemnation proceeding relating to the Property and/or Patio, and The Village has not received any written notice from any governmental or quasigovernmental agency or official to the effect that any such proceeding is contemplated.
- (i) The Village has not received any written notice from, and to the best of The Village's knowledge, there are no grounds for, any association, declarant or easement holder requiring the correction of any condition with respect to the Property and/or Patio, or any part thereof, by reason of a violation of any restrictions or covenants recorded against the Property and/or Patio. The Village is not in default under any restrictions, easements and/or covenants recorded against the Property and/or Patio.
- (j) To The Village's knowledge, The Village has not received any written notice from, and, to The Village's knowledge there are no grounds for, any governmental agency requiring the correction of any condition with respect to the Property and/or Patio, or any part thereof, by reason of a violation of any applicable federal, state, county or municipal law, code, rule or regulation (including those respecting the Americans With Disabilities Act), which has not been cured or waived. To The Village's knowledge, The Village and the Property and/or Patio are in compliance with of applicable federal, state, county and municipal laws, codes, rules and/or regulations.
- (k) To The Village's knowledge, there are no claims pending or unpaid bills which would result in the creation of any lien on the Property and/or Patio for any improvements completed or in progress, including, but not limited to, water, sewage, street paving, electrical or power improvements. To The Village's knowledge, there are no delinquent bills or claims in connection with any repair of the Property and/or Patio or other work or material purchased in connection with the Property and/or Patio by the Village which will not be paid by or at the Closing or placed in escrow pursuant to the provisions of this Agreement.
- (l) The Village has received no notices or requests from any insurance company issuing any policy of insurance covering the Property and/or Patio requesting the performance of any work with respect to the Property and/or Patio or the Building located thereon which has not been fully complied with.
- (m) The Village will not take or cause to be taken any action or fail to perform any obligation which would cause any of the representations or warranties contained in this Agreement to be untrue as of the Closing. The Village shall immediately notify Purchaser, in writing, of any event or condition known to The Village which occurs prior to the Closing hereunder, which causes a change in the facts relating to, or the truth of, any of the representations or warranties.
- (n) All information given by the Village to Purchaser in this Agreement, to its knowledge, is true and accurate in every material respect as of the date hereof and at the Closing, the foregoing representations and warranties of the Village shall be

remade as of the Closing Date. The Village shall promptly inform Purchaser in writing if there occurs any (i) material, adverse change in the condition, financial or otherwise, of the Property and/or Patio, or the operation thereof, at any time prior to the Closing; or (ii) if any information, document, agreement or other material delivered to Purchaser is amended, superseded, modified or supplemented, as permitted by the terms of this Agreement. All representations, warranties and covenants made in this Agreement by the Village shall survive the execution and delivery of this Agreement and Closing for a period of twelve (12) months.

41. PURCHASER'S REPRESENTATIONS. Purchaser has full right, power and authority and is duly authorized to enter into this Agreement and, as of the Closing Date, any permitted assignee of Purchaser shall have the full right, power and authority to perform each of the covenants to be performed by the Purchaser hereunder and to execute and deliver and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement, and this Agreement constitutes the valid and legally binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

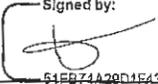
42. MULTIPLE COUNTERPARTS. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one Agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Signatures transmitted by e-mail, portable document format or facsimile shall be treated as original signatures for all purposes of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused this Agreement to be executed, by their duly authorized officers, as of the date first above written.

PURCHASER:

CS MASMEX PROPCO, LLC,
a Delaware limited liability company

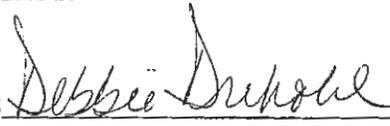
Signed by:
By:  _____
51EB74A20D1E438
Printed Name: John Michael Iannucci
Its: Chief Executive Officer

VILLAGE:

VILLAGE OF ROSEMONT, ILLINOIS, an Illinois
municipal corporation

By:  _____
Bradley A. Stephens, Its President

ATTEST:

By:  _____
Debbie Drehobl, Village Clerk

LIST OF EXHIBITS

Exhibit A - Depiction of the Property and Patio

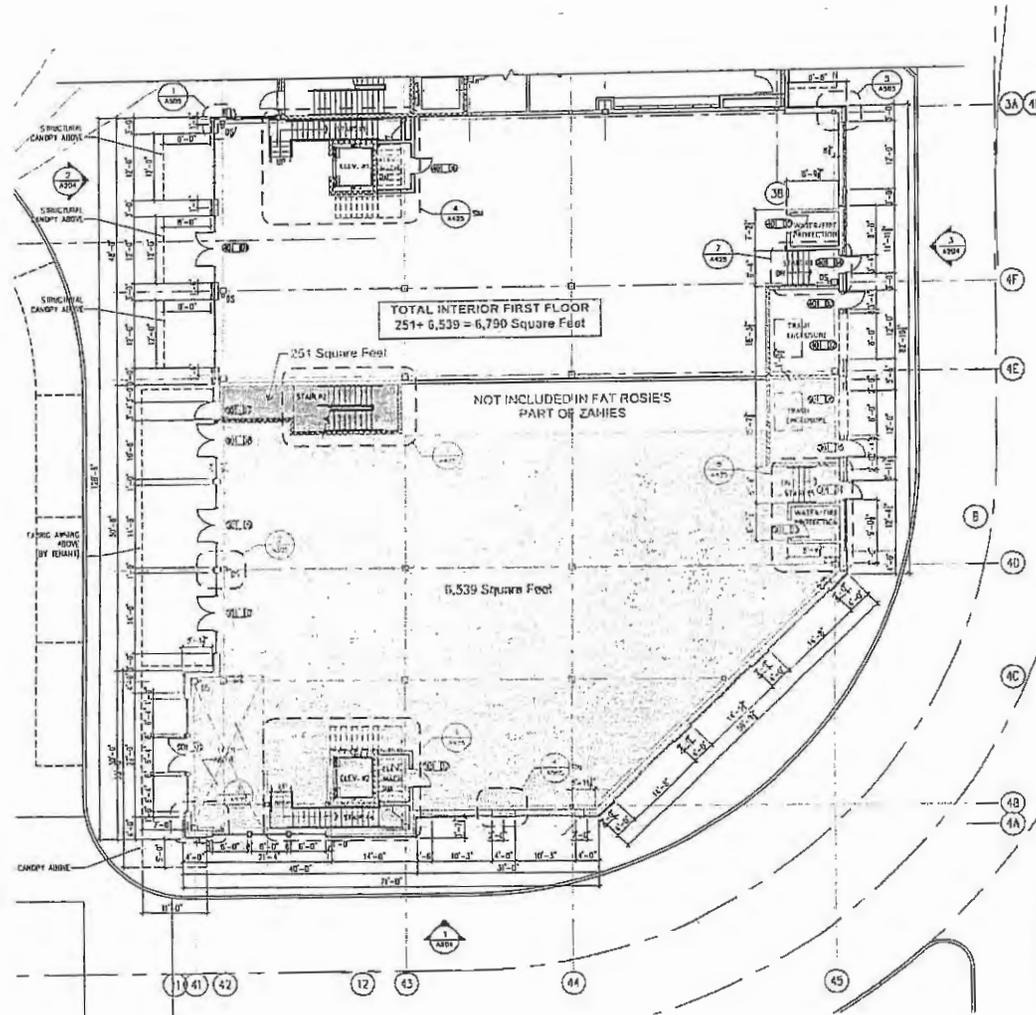
Exhibit B - Parking Agreement

Exhibit C - Party Wall Agreement

Exhibit D - Plat of Re-subdivision

Exhibit E - Restrictive Covenant

Exhibit A

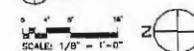


Prepared by GKF on 03-18-2024 & revised on 03-20-2024
 Mackie Project Number 4133
 Area Calculations based on proposed architectural plans.
 N:\M133\Survey\Sent to Others (STO)\Unsigned\240318 Fat Rosie's Areas.pdf

M Mackie Consultants, LLC
 9575 W. Higgins Road, Suite 500
 Rosemead, IL 60018
 (631) 855-1400
 mackieconsultants.com

**PROPOSED FAT ROSIE'S
 FIRST FLOOR**

GROUND FLOOR PLAN



SCALE: 1/8" = 1'-0"

SHEET 1 OF 2

DESIGN COLLECTIVE

ARCHITECTURE, PLANNING, INTERIORS
 561 EAST PAVY STREET, SUITE 300
 BALTIMORE, MARYLAND 21202
 WWW.DSICOLLECTIVE.COM
 P: 410.554.4655 F: 410.558.6243

NOT FOR CONSTRUCTION

The Village of Rosemont
 Mayor Bradley Stephens
 9501 W. Devon Ave
 Rosemont, IL 60018
 Phone: 847.825.4104

THE PARK
 ROSEMONT
 5501 Purdue Drive
 Rosemont, Illinois

DCI Project No. 417-10

TENANT 400 E. 900
 GROUND FLOOR PLAN

A141

Exhibit A

LOT 9 IN ROSEMONT ENTERTAINMENT DISTRICT FIFTH RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 2024 AS DOCUMENT NUMBER 2410907030, IN COOK COUNTY, ILLINOIS.

Exhibit B

PARKING AGREEMENT

between

**The Village of Rosemont,
an Illinois municipal corporation**

and

**Fat Rosie's OpCo, LLC ,
a Delaware limited liability company**

_____, 2024

PARKING AGREEMENT

This Parking Agreement (the "Parking Agreement") is made as of the ____ day of _____, 2024 by and between the VILLAGE OF ROSEMONT, an Illinois home rule municipal corporation, (the "Village") and FAT ROSIE'S OPCO, LLC, a Delaware limited liability company ("FR OpCo, LLC").

RECITALS

A. The Village and FR OpCo, LLC entered into a Lease dated April ____, 2024 ("Lease") whereby the Village agreed to lease and FR OpCo, LLC agreed to lease certain real estate located in the Village of Rosemont, Illinois.

B. The Lease provides that the Village and FR OpCo, LLC shall enter into this Parking Agreement. The effective date of this Parking Agreement shall be the effective date of the Lease (the "Effective Date").

C. The Village is the holder of legal title to a certain parcel of land which is improved with a municipally-owned parking structure commonly known as the Entertainment District Parking Structure and having the common address of 9550 Williams Street, Rosemont, IL and as depicted on Exhibit A attached hereto and made a part hereof (the "Parking Garage") and the Village owns, controls and operates certain surface parking spaces and area (the "Surface Parking") within the municipally-owned Parkway Bank Park at Rosemont (the "Park"). Together the spaces within the Parking Garage and the Surface Parking are hereinafter sometimes collectively referred to as the "Parking Spaces".

D. FR OpCo, LLC intends to lease for commercial and retail use a certain parcel of land legally described on Exhibit B attached hereto and made a part hereof (the "Property") improved with a building (the "FR OpCo, LLC Building").

E. It is the intention of the Village and FR OpCo, LLC to enter into this Parking Agreement to provide FR OpCo, LLC, its customers, employees, guests, patrons, licensees, contractors, and invitees of the FR OpCo, LLC Site (all of whom are collectively referred to herein as "Authorized Users") with the right to the non-exclusive use of the Parking Spaces.

F. This Parking Agreement provides for the respective parties' responsibilities, liabilities and indemnities with regard to the Parking Spaces and is intended by the parties to provide to FR OpCo, LLC the non-exclusive right to the use the Parking Spaces.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and FR OpCo, LLC agree as follows:

1. Recitals. The foregoing recitals are material to this Parking Agreement and are incorporated herein as though fully set forth in this Section 1 and any terms used in this Parking Agreement which are defined in the Recitals shall have the same definition for purposes of this Parking Agreement.

2. Parking Agreement Granted. The Village grants to FR OpCo, LLC and its successors and assigns, this Parking Agreement providing for the non-exclusive right to use the Parking Spaces for the parking of motor vehicles of FR OpCo, LLC and Authorized Users subject to the terms of this Parking Agreement. The Village agrees that the Parking Spaces are sufficient to meet the Village of Rosemont's parking requirements for FR OpCo, LLC and the FR OpCo, LLC Site.

3. Term. The term of this Parking Agreement (the "Term") shall be the Term of the Lease and naturally expire or otherwise be co-terminus with the Lease. Notwithstanding the foregoing, in the event FR OpCo, LLC exercises the Option to Purchase as defined and provided for in the Lease, then the Term shall naturally expire ninety-nine (99) years from the Effective Date (the "Expiration Date"). If the Parking Spaces are no longer available, the Village shall provide alternate parking sufficient to meet the Village of Rosemont's parking requirements for FR OpCo, LLC and the FR OpCo, LLC Site on such reasonably similar terms as those contained in this Parking Agreement.

4. First 25-Year Period; Remainder of Term. Subject to the terms of this Parking Agreement and other than the Park common area maintenance charge and promotional fee (together the "Park CAM and Promo Charge") as set forth in Section 7 below, there shall be free parking with validation for FR OpCo, LLC and its Authorized Users for the Term. Notwithstanding the foregoing, in the event FR OpCo, LLC exercises the Option to Purchase as defined and provided for in the Lease, then there shall be free parking with validation for FR OpCo, LLC and its Authorized Users for the first twenty-five (25) years (the "First 25-Year Period") of the Term. The Village shall provide FR OpCo, LLC with a single parking validation unit. In the event FR OpCo, LLC requests additional parking validation equipment in addition to the single parking validation unit that the Village will provide, FR OpCo, LLC shall be responsible for the cost, maintenance, repair and replacement of such additional parking validation equipment. Notwithstanding the foregoing, in the event FR OpCo, LLC exercises the Option to Purchase as defined and provided for in the Lease, then following the First 25-Year Period, FR OpCo, LLC and its Authorized Users shall have the right to use the Parking Spaces for the remainder of the Term with the Village having the right to charge a reasonable market parking fee to FR OpCo, LLC and its Authorized Users which will be the same as that being charged to other similar owners in the Park.

5. Valet Service. FR OpCo, LLC shall not have the right to operate its own valet service to serve the FR OpCo, LLC Site unless the Village ceases to operate its own valet service or allow a third-party valet service to serve the Parkway Bank Park at Rosemont.

6. Operation of the Parking Spaces.

A. The Parking Spaces shall be accessible for pedestrian and vehicular ingress and egress by FR OpCo, LLC and Authorized Users on a daily basis, provided that the Village, upon at least three (3) days' prior written notice to FR OpCo, LLC (except in case of emergency in which case notice shall be given as soon as possible) may temporarily limit the accessibility of the Parking Spaces where it is necessary in order to perform repair or maintenance work on the Parking Spaces. In the event FR OpCo, LLC's inability to use the Parking Spaces continues for

more than seven (7) consecutive days, then FR OpCo, LLC's obligation to pay the charges specified in Section 7 below shall abate until the Parking Spaces are made available to FR OpCo, LLC.

B. The Village shall have the sole responsibility for operating the Parking spaces. The Parking Spaces shall be operated by the Village in accordance with a standard which is the equivalent or greater than the highest standards which the Village uses to operate other public parking garages, facilities and spaces owned by and operated by or on behalf of the Village.

C. The Village shall provide FR OpCo, LLC with a single parking validation unit and shall be responsible for maintenance, repair and replacement of such parking validation unit. In the event FR OpCo, LLC requests additional parking validation equipment, FR OpCo, LLC shall be responsible for the cost, maintenance repair and replacement of such additional parking validation equipment.

D. FR OpCo, LLC shall use the Parking Spaces only for the purpose of providing parking spaces for Authorized Users. FR OpCo, LLC and its Authorized Users shall not (i) injure, overload, deface or otherwise harm the Parking Spaces or commit any nuisance thereon or use the Parking Spaces in a manner which tends to create a nuisance, (ii) make any use of the Parking Spaces which is improper, offensive or contrary to any law, ordinance or regulation of any governmental authority or this Parking Agreement (iii) use any advertising in the Parking Spaces that is not specifically authorized by the Village (iv) load or unload any truck or any delivery vehicle in any area of the Parking Spaces and (v) use the Parking Spaces for an off-site airport parking enterprise. The Village hereby grants FR OpCo, LLC and its Authorized Users the non-exclusive right to use all access drives, walkways, elevators and other areas of the Parking Garage reasonably necessary or convenient to access the Parking Spaces, the FR OpCo, LLC Building and the FR OpCo, LLC Site.

7. Repair and Maintenance of the Parking Garage and Parking Spaces; Park CAM and Promotional Charge.

A. The Village shall be responsible for repairing and maintaining the Parking Garage and the Parking Spaces. The Village shall maintain (or cause to be maintained, operated and repaired) the Parking Garage and the Parking Spaces in an economical and efficient manner according to a commercially reasonable standard for comparable municipally owned and operated parking garages, facilities and parking spaces located in Rosemont, Illinois including but not limited to repairing and replacing paving and keeping the Parking Spaces in a neat, clean, orderly and slightly condition.

B. The Village shall keep the Parking Garage suitably lighted during all non-daylight hours.

C. The Village has instituted a Park CAM and Promo Charge related to the common area maintenance costs associated with the repair and maintenance of the Park, the Parking Garage and the Parking Spaces and to promote the Park and businesses in the Park. FR OpCo, LLC's Park CAM shall be calculated at \$5.00 per square foot and Promo Charge shall be calculated at \$2.00 per square foot on the 6,733 square feet of enclosed first floor space of the FR

OpCo, LLC Building and shall commence as of the Effective Date hereof. Following the Effective Date, FR OpCo, LLC's Park CAM and Promo Charge shall increase three percent (3%) per year thereafter on January 1 of each year. FR OpCo, LLC's Park CAM and Promo Charge shall be invoiced on a monthly basis by the Village and paid within thirty (30) days of FR OpCo, LLC's receipt of the invoice.

8. Rules and Regulations. The Village shall have the right to impose rules and regulations relating to the use and operation of the Parking Spaces provided that such rules and regulations are not inconsistent with the provisions of this Parking Agreement, and are enforced on a uniform basis for similarly situated users of the Parking Spaces.

9. Cooperation. FR OpCo, LLC and the Village shall cooperate with one another and other users of the Parking Spaces as may be required to maintain and enhance the orderly and efficient operation of the Parking Spaces. Each of the parties acknowledges the working nature of this Parking Agreement and each party agrees to cooperate and consult with the other party in an effort to speedily and amicably resolve any unforeseen difficulties or problems not covered by this Parking Agreement.

10. Indemnification. FR OpCo, LLC and its successors and assigns shall indemnify and hold harmless the Village, its agents, officers, contractors, employees, its Authorized Users and successors from and against any and all liability, loss, damage, costs and expenses (including reasonable attorney's fees) for injury to persons or death or property damage arising out of or resulting from FR OpCo, LLC or an Authorized User's use of the Parking Spaces except for such liability, loss, damage, costs and expenses arising from the negligent or intentional acts of the Village or its agents. The Village shall indemnify and hold harmless FR OpCo, LLC, its agents, officers, contractors, employees, its Authorized Users and successors from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to persons or death or property damage arising out of or resulting from negligent or intentional acts of the Village or its agents in connection with the ownership or operation of the Parking Spaces.

11. Notices, Demands and Other Instruments. All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Parking Agreement shall be in writing and shall be deemed to have been properly given if personally delivered, sent, postage prepaid, by first class registered or certified United States mail, return receipt requested or by prepaid overnight courier, addressed to each party hereto at the following address:

Village: Village of Rosemont
Attention: Village Clerk
9501 West Devon
Rosemont, IL 60018
Telephone: (847) 825-4404

With a copy to: Ryan & Ryan Law, LLC
Attention: William Ryan
9501 West Devon, Suite 300

Rosemont, IL 60018
Telephone: (847) 825-8600

FR OpCo, LLC:

Fat Rosie's OpCo, LLC
5311 Kirby Drive, Suite 111
Houston, Texas 77005
Attention: Real Estate Notices

With Copy to:

Federman Steifman LLP
220 East 42nd Street, 25th Floor
New York, New York 10017
Attention: Jeffrey D. Friedman
Telephone: (312) 881-2500.

or at such other address(es) in the United States as Village or FR OpCo, LLC may from time to time designate by like notice. Any such notice, demand, request or other communication shall be considered received on the date of personal delivery or on the date of actual receipt or three (3) business days after deposit in the United States mail as provided above or the next business day after deposit with an overnight courier. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

12. Certifications by Village. The Village shall upon request of FR OpCo, LLC certify whether this Parking Agreement is in full force and effect, whether this Parking Agreement is modified or unmodified, and whether or not there exists any default in the Parking Agreement or provision contained in the Parking Agreement. It is intended by the parties hereto that such statements may be relied upon by the requesting party or the party to whom the Village is asked by FR OpCo, LLC to make the certification.

13. Attorney's Fees and Costs. In the event of any action at law or inequity in relation to this Parking Agreement, the prevailing party shall be entitled to recover a reasonable sum for the attorneys' fees it incurred as a result of this action.

14. Default. If either party (the "Defaulting Party") fails to perform any of the terms, covenants, agreements or conditions on its part to be performed under this Parking Agreement and such failure continues uncorrected for fifteen (15) days, after notice from the other party, the non-defaulting party ("Non-Defaulting Party"), the Non-Defaulting Party may invoke any right or remedy allowed at law or in equity or by statute or otherwise. If any default by a Defaulting Party cannot reasonably be remedied within fifteen (15) days after written notice of the default from the Non-Defaulting Party and if the Defaulting Party has commenced to remedy such default and diligently pursues such remedy thereafter, then the Defaulting Party shall have such

additional time as is reasonably necessary to remedy the default before this Parking Agreement can be terminated or other remedies enforced.

15. FR OpCo, LLC Assignment and Transfer of Parking Agreement. The terms and provisions of this Parking Agreement shall run with the land and, in the event FR OpCo, LLC exercises the Option to Purchase as defined and provided for in the Lease, shall be transferable to any successor owner of the Property provided a transfer includes the transfer of all of the Property and all rights and obligations of FR OpCo, LLC under this Parking Agreement.

16. Provisions of Law Deemed Included. Each and every provision of state and federal law required to be included in municipal agreements shall be deemed to be included herein, and this Parking Agreement shall be read, construed and enforced as though the same were included herein. If, through mistake, inadvertence or otherwise, any such provision or clause is not included herein or is incorrectly included herein, then, upon application of either party hereto, this Parking Agreement shall forthwith be amended to include the same or to correct the inclusions of the same and shall be deemed to have been so amended from the Effective Date hereof.

17. Invalid Provisions. If any provision of this Parking Agreement is held invalid, the remainder of this Parking Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder of this Parking Agreement can be reasonably performed without material hardship.

18. Applicable Law and Construction. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Parking Agreement. This Parking Agreement shall become effective only upon execution and delivery thereof by the Village and FR OpCo, LLC. This Parking Agreement has been negotiated by the Village and FR OpCo, LLC and the Parking Agreement, together with all of the terms and provisions hereof, shall not be deemed to have been prepared by either the Village or FR OpCo, LLC, but by both equally.

19. Submission to Jurisdiction. Each party to this Parking Agreement hereby submits to the jurisdiction of the State of Illinois, Cook County and the courts thereof for the purposes of any suit, action or other proceeding arising out of or relating to this Parking Agreement and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

20. Entire Agreement. This Parking Agreement contains the entire agreement of the parties hereto respecting the subject matters of this Parking Agreement and supersedes all prior understandings, contracts or agreements.

21. Captions. The Article headings and captions of this Parking Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Parking Agreement or in any way affect this Parking Agreement.

22. Authority. Each party represents that the execution of this Parking Agreement by the signatories set forth below and the performance of the terms of the Parking Agreement have been duly authorized by their respective governing authority.

23. Real Estate, Use or Leasehold Taxes. The parties acknowledge that currently the Parking Spaces are exempt from real estate taxes, use or leasehold taxes under Illinois law. In the event that real estate taxes, use or leasehold taxes, or any other Cook County, Illinois taxes are levied against the Parking Spaces (any such taxes being referred to herein as "Parking Right Taxes"), FR OpCo, LLC shall not be liable for payment of Parking Right Taxes levied for the Term regardless of whether the Village or FR OpCo, LLC is assessed any Parking Right Taxes. Notwithstanding the foregoing, in the event FR OpCo, LLC exercises the Option to Purchase, then FR OpCo, LLC shall not be liable for payment of Parking Right Taxes levied for the First 25-Year Period of the Term regardless of whether the Village or FR OpCo, LLC is assessed any Parking Right Taxes. In the event FR OpCo, LLC exercises the Option to Purchase, then during the First 25-Year Period the Village will be responsible for any Parking Right Taxes regardless of whether the Village or FR OpCo, LLC is assessed any Parking Right Taxes. Following said First 25-Year Period FR OpCo, LLC will be responsible for and shall pay its proportionate share of 3.6 % of the Parking Right Taxes as calculated and prorated on the ratio that the overall 8,821 square footage of the first and second floors of the FR OpCo, LLC Building bears to the gross overall 146,417 square footage of all buildings that are within the Park (except for the Aloft hotel, the AMC movie theater, the iFly and the Big Ten buildings) as of the Effective Date and from time to time thereafter during the Term, regardless of whether the Village or FR OpCo, LLC is assessed such real estate taxes, use or leasehold taxes.

24. Required Insurance Coverages. FR OpCo, LLC shall secure or cause others to secure and keep in full force and effect during the entire Term of this Parking Agreement such insurance against any risk and peril for FR OpCo, LLC, its invitees, employees, its Authorized Users and customers including but not limited to FR OpCo, LLC's employer's liability, garage liability and garage legal liability related to FR OpCo, LLC's use of the Parking Spaces and general liability insurance for any occurrence on or about the Parking Spaces in limits of not less than \$5,000,000.00 combined single limit per occurrence for bodily injury and property damage. Notwithstanding the foregoing to the contrary, the Village acknowledges that FR OpCo, LLC shall be permitted to utilize its umbrella coverage to satisfy the coverage amounts herein as it relates to FR OpCo, LLC, its successors and assigns and its Authorized Users use of the Parking Spaces.

25. Replacement Parking. In the event at any time during the Term the majority of the Parking Spaces within the Parking Garage are not available for use by FR OpCo, LLC and its Authorized Users, the Village will work with FR OpCo, LLC to provide replacement parking in close proximity.

26. Recording of Memorandum. Upon execution hereof, the parties hereto shall enter into a Memorandum of Parking Agreement in recordable form, which Memorandum shall be recorded by either party in the recorder's office against the Property provided however, that no economic terms shall be described in the Memorandum.

27. Non-Liability of Village Officials and Employees. No present or future official, employee or agent of the Village shall have any personal liability, directly or indirectly, under or in connection with this Parking Agreement or any agreement made or entered into under or in connection with the provisions of this Parking Agreement, and FR OpCo, LLC and its successors and assigns shall look solely to the Village for the payment of any claim or for any performance, and FR OpCo, LLC hereby waives any and all such personal liability. The provisions of this Section 26 shall survive the termination of this Parking Agreement.

28. Successors and Assigns. The terms herein contained in this Parking Agreement shall bind and inure to the benefit of the Village and its successors and assigns, and FR OpCo, LLC, and its authorized successors and assigns.

29. Multiple Counterparts. This Parking Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one agreement, but in making proof of this Parking Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties hereto have executed this Parking Agreement as of the day and year first set forth above.

VILLAGE:

VILLAGE OF ROSEMONT

By: _____
Name: Bradley A. Stephens
Its: President

Attest:

By: _____
Name: Debbie Drehobl
Its: Village Clerk

FR OPCO, LLC:

FAT ROSIE'S OPCO, LLC
a Delaware limited liability company

By: _____
Name: _____
Its: Manager

List of Exhibits

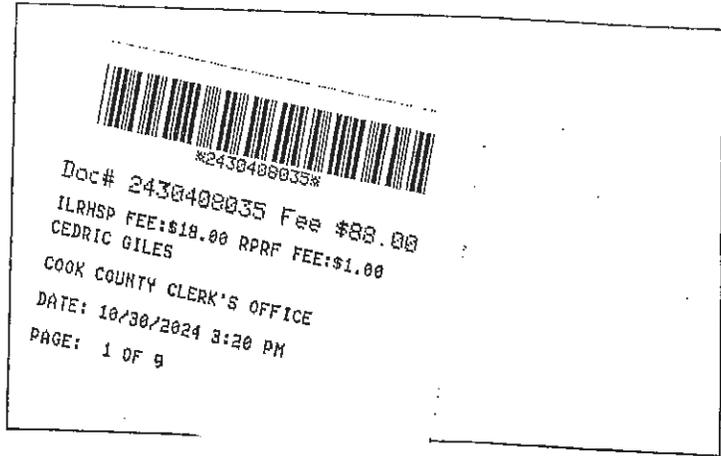
Exhibit A Depiction of Entertainment District Parking Structure

Exhibit B Legal Description of FR OpCo, LLC Site

EXHIBIT C

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURNED TO:**

Terrence D. McCabe, Esq.
Ryan & Ryan Law, LLC
9501 Technology Blvd., Suite 4300
Rosemont, IL 60018



GIT
41080783

This Corrective Party Wall and Subjacent Support Agreement is being executed and recorded in order to correct and replace that certain Party Wall and Subjacent Support Agreement dated as of August 8, 2024 and recorded September 6, 2024 as Document Number 2425007004 in Cook County, Illinois.

CORRECTIVE PARTY WALL AND SUBJACENT SUPPORT AGREEMENT.

This Party Wall Agreement and Subjacent Support (the "Agreement") is made as of the ___ day of October, 2024, by and between the VILLAGE OF ROSEMONT, an Illinois home rule municipal corporation ("Owner No. 1"), and ROSEMONT COMEDY CLUB, LLC, an Illinois limited liability company ("Owner No. 2").

WITNESSETH:

WHEREAS, Owner No. 1 is the holder of fee title to certain real estate situated in the Village of Rosemont, Cook County, Illinois, which real estate is legally described on Exhibit A attached hereto and by this reference made a part hereof ("Parcel No. 1") as well as certain real estate which is contiguous to the easterly boundary of the real estate legally described on Exhibit B attached hereto and by this reference made a part hereof ("Parcel No. 2"); and

WHEREAS, Parcel No. 1 is improved with a commercial entertainment venue and Parcel No. 2 is improved with a commercial entertainment venue, such improvements being joined by a single wall along the Boundary Line (the "Common Wall") and a single, common roof (the "Common Roof"); and

WHEREAS, concurrently with the execution and recordation hereof, Owner No. 1 intends to convey to Owner No. 2 fee title to Parcel No. 2; and

WHEREAS, Owner No. 1 and Owner No. 2 (each individually, an "Owner" and collectively, the "Owners") mutually desire to provide for the establishment of this Agreement; and

WHEREAS, neither Parcel No. 1 nor Parcel No. 2 is or will not be structurally independent of the other and each will depend upon the other, to some extent, for structural support and components for the operation and use of Parcel No. 1 and Parcel No. 2 and the Owners desire by this Agreement to provide for the efficient operation of each Owner's parcel by creating (1) certain easements, covenants and restrictions against and affecting Parcel No. 1, or of any portion thereof or interest or estate therein, which will be binding upon Owner No. 1, and which will inure to the benefit and protection of Owner No. 2 and Parcel No. 2, or of any portion thereof or interest or estate therein, and (2) certain easements, covenants and restrictions against and affecting Parcel No. 2 or of any portion thereof or interest or estate therein, which will be binding upon Owner No. 2, and which will inure to the benefit and protection of Owner No. 1 and Parcel No. 1, or of any portion thereof or interest or estate therein. The easements, covenants and restrictions set forth in this Agreement are intended to create interests in real property, run with the land and be binding upon the Owners and/or tenants of Parcel No. 1 and owners and/or tenants of Parcel No. 2; and

~~WHEREAS, Owner No. 1 and Owner No. 2 mutually desire the Agreement and covenants contained in this Agreement shall be easements, rights, agreements, and covenants running with the land and shall be binding on their respective successors, assigns and tenants, as the case may be, and inure to the benefit of Parcel No. 1 and Parcel No. 2.~~

NOW, THEREFORE, the parties do hereby declare that the following rights, obligations, easements, covenants, burdens, uses and privileges shall exist at such times, in the manner and to the extent hereinafter set forth.

1. *Party Wall.* The parties declare that the existing Common Wall and the Common Roof that separate the existing buildings located on Parcel No. 1 and Parcel No. 2 shall at all times and in all respects together and separately be considered a party wall (the Common Wall and Common Roof together and separately being referred to as the "**Party Wall**").
2. *Use of Party Wall.* Subject to the terms of this Agreement, Owner No. 1 hereby grants to Owner No. 2 the right and easement to use the Party Wall for the support of the existing building constructed on Parcel No. 2. Subject to the terms of this Agreement, Owner No. 2 hereby grants to Owner No. 1 the right and easement to use the Party Wall for the support of the existing building constructed on Parcel No. 1.
3. *Supporting Structure.* The parties declare that the existing portion of the building located on Parcel No. 2 that provides subjacent support to the portion of Parcel No. 1 located directly above Parcel No. 2 shall at all times and in all respects be maintained by the Owner No. 2 for the benefit of Owner No. 1 (such portion of the building located on Parcel No. 2 and below Parcel No. 1 being referred to as the "**Parcel No. 2 Supporting Structure**").

4. *Use of Supporting Structure.* Subject to the terms of this Agreement, Owner No. 2 hereby grants to Owner No. 1 the right and easement to use the Parcel No. 2 Supporting Structure for the support of the existing patio constructed on the portion of Parcel No. 1 which is located directly above Parcel No. 2.

5. *Reciprocal Utility and Access Easements.*

A. *Parcel No. 1 Utility and Access Easements.* Subject to the terms of this Agreement, Owner No. 2 hereby grants to Owner No. 1 a non-exclusive easement for the purpose of constructing, installing, inspecting, maintaining, operating, repairing, reconstructing, and removing utilities, including but not limited to, serving Parcel No. 1, together with all reasonable rights of ingress and egress on, over, through, along and across Parcel No. 2 necessary for the exercise of the rights herein granted ("Parcel No. 1 Utility and Access Easements") provided, however, that such Parcel No. 1 Utility and Access Easements shall not materially interfere or disrupt the business operations of Owner No. 2 or any tenant of Parcel No. 2.

B. *Parcel No. 2 Utility and Access Easements.* Subject to the terms of this Agreement, Owner No. 1 hereby grants to Owner No. 2 a non-exclusive easement for the purpose of constructing, installing, inspecting, maintaining, operating, repairing, reconstructing, and removing utilities, including but not limited to, serving Parcel No. 2, together with all reasonable rights of ingress and egress on, over, through, along and across Parcel No. 1 necessary for the exercise of the rights herein granted ("Parcel No. 2 Utility and Access Easements") provided, however, that such Parcel 2 Utility and Access Easements shall not materially interfere or disrupt the business operations of Owner No. 1 or any tenant of Parcel No. 1.

6. *Repair and Maintenance.*

A. *Common Wall Portion.* Each Owner, at its sole cost and expense, shall have the right to maintain, repair, paint, decorate, clean and perform other similar activities on the interior surface of the Common Wall portion of the Party Wall within the existing building facing its respective Parcel.

B. *Common Roof Portion.* Each Owner, at its sole cost and expense, or the Owners, at their shared cost and expense, shall have the right to maintain, repair, replace and perform other similar activities on the exterior surface of the Common Roof portion of the Party Wall. Each Owner shall have the absolute right to maintain, repair, replace and perform other similar activities on the exterior surface of the Common Roof portion of the Party Wall provided, however, that any such maintenance, repair, replacement and other similar activities on the exterior surface of the Common Roof portion of the Party Wall shall not materially interfere or disrupt the business operations of the other Owner or any tenant of Parcel No. 1 or Parcel No. 2.

C. *Parcel No. 2 Supporting Structure.* Owner No. 2, at its sole cost and expense, shall maintain, repair, and replace, as necessary the Parcel No. 2 Supporting Structure to at all times provide subjacent support to the existing patio constructed on the portion of Parcel No. 1 which is located directly above Parcel No.2, except for all acts of negligence or breaches of this Agreement by Owner No. 1 or its tenants, guests, and invitees.

7. *Casualty.* Subject to the indemnification provisions of Section 8 below, in the event of destruction or damage to the Party Wall by fire or other casualty that occurs at or below the point of intersection between the Party Wall and the existing buildings on Parcel No. 1 and Parcel No. 2, either Owner may repair or restore the Party Wall, at its sole cost and expense; provided, however, the other Owner shall promptly pay to the repairing Owner fifty percent (50%) of the cost of repair or restoration of the Party Wall. Subject to the indemnification provisions of Section 8 below, in the event of destruction or damage to the Parcel No. 2 Supporting Structure by fire or other casualty, Owner No. 2 shall repair and restore the Parcel No. 2 Supporting Structure, at its sole cost and expense. All such repair and restoration shall be performed in a good and workmanlike manner with materials comparable to those used in the original Party Wall or Parcel No. 2 Supporting Structure, as applicable, and shall conform in all respects with all laws, ordinances, rules and regulations of the Village of Rosemont and all applicable governmental authorities. Whenever the Party Wall or Parcel No. 2 Supporting Structure, as applicable, or any portion thereof shall be repaired or restored, it shall be erected in the same location, on the same line and be of the same height, width, length and load-bearing capacity as the Party Wall or Parcel No. 2 Supporting Structure, as applicable, in existence prior to the casualty. Each Owner shall be responsible for the maintenance, repair and replacement costs for any roof penetrations made by them and to the extent that responsibility for the maintenance, repair and replacement costs for any roof penetrations made lies with an Owner, ingress and egress and access for any roof work to be undertaken shall be limited to the original or an appropriate roof installer and its personnel so as to ensure that the roof warranty, if any, remains valid and in place.

8. *Indemnification.* Each Owner hereby indemnifies and agrees to hold the other Owner harmless from and against any and all cost, damage, liability or expense (including any obligation to contribute to repair or restoration) for any injury to persons, death or property damage arising out of or relating to any damage caused to the Party Wall or Parcel No. 2 Supporting Structure by the negligent acts or omissions of the indemnifying Owner, its employees, agents and representatives. No such indemnifying Owner shall be permitted to seek contribution from the indemnified Owner for repairs or restoration of the Party Wall or Parcel No. 2 Supporting Structure, as applicable, resulting from any such negligent act or omission.

9. *Use of Common Roof.* Owner No. 1 hereby agrees to not allow live music to be performed or amplified music exceeding 55 decibels, measured at the interior of the building located on Parcel No. 2, to be played on the Common Roof area of Parcel No. 1 above Parcel No. 2 to ensure Owner No. 2's and its tenants', guests', and invitees' peaceful enjoyment of Parcel No. 2 with no inconvenience or disturbance to the use of Parcel No. 2.

Exhibit A Legal Description of Parcel No. 1

LOT 9 IN ROSEMONT ENTERTAINMENT DISTRICT FIFTH RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 2024 AS DOCUMENT NUMBER 2410907030, IN COOK COUNTY, ILLINOIS.

5433 PARK PLACE, ROSEMONT, IL 60018

12-09-216-003-8003

Exhibit B Legal Description of Parcel No. 2

LOT 8 IN ROSEMONT ENTERTAINMENT DISTRICT FIFTH RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 2024 AS DOCUMENT NUMBER 2410907030, IN COOK COUNTY, ILLINOIS.

5437 PARK PLACE, ROSEMONT, IL 60018

12-09-216-013-0000

Exhibit D

To Be Inserted After Recording

EXHIBIT E

THIS DOCUMENT PREPARED BY

*Ryan & Ryan Law, LLC
Attention: Terrence D. McCabe, Esq.
9501 West Devon, Suite 300
Rosemont, IL 60018*

AFTER RECORDING RETURN TO:

*Federman Steifman LLP
220 East 42nd Street, 25th Floor
New York, New York 10017
Attention Jeffrey D. Friedman*

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (this "**Declaration**") is made and entered into as of the ____ day of _____, 2024 ("**Effective Date**") by the **VILLAGE OF ROSEMONT**, an Illinois municipal corporation ("**Village**").

WITNESSETH:

A. Village is the owner of parcels of land within an area commonly referred to Parkway Bank Park, located in Rosemont, Illinois, having the common addresses of 5520 Park Place, Rosemont, Illinois, 5437 Park Place, Rosemont Illinois and 5441 Park Place, Rosemont Illinois and legally described on Exhibit "A" attached hereto (hereinafter referred to as the "**Village Parcels**").

B. CS MasMex PropCo, LLC, a Delaware limited liability company is the owner of a parcel of land within an area commonly referred to Parkway Bank Park, located in Rosemont, Illinois, having the common addresses of 5433 Park Place, Rosemont Illinois legally described on Exhibit "B" attached hereto (hereinafter referred to as "**5433 Park Place Parcel**").

C. Village desires to establish and record a restrictive covenant (hereinafter referred to as the "**Restrictive Covenant**") against the Village Parcels for the benefit of the 5433 Park Place Parcel as to the restriction and obligations with respect thereto and as contained in this Declaration.

D. The Village may in the future sell, convey or transfer some or all of the Village Parcels and the Village desires and intends that future owners and tenants and their successors and assigns, occupants and certain other persons acquiring any interest in the Village Parcels (hereinafter referred to collectively as and each a "**Village Parcels Owner**"), now or hereafter, subject to the terms of this Declaration, shall hold their interest subject to the Restrictive Covenant hereinafter set forth.

NOW, THEREFORE, Village, as owner of the Village Parcels, hereby declares as follows:

I. Restrictive Covenant Against Village Parcels.

So long as the 5433 Park Place Parcel is open and operating as a Mexican bar or restaurant at the 5433 Park Place Parcel (subject to periods of closure due to periodic remodeling provided such closure does not exceed one hundred eighty (180) consecutive days, to periods of closure due to fire, casualty, or force majeure provided such closure does not exceed three hundred sixty-five (365) consecutive days, or for periods of closure for any federal, state, or other local governmental authority public health closure of the 5433 Park Place Parcel related to a public health emergency (including, without limitation, epidemic, pandemic, disease, plague, quarantine, or any other significant public health risk, including without limitation, COVID-19 and any mutations or variants thereof) for so long as such public health closure continues), Village as owner of the Village Parcels, and any future Village Parcels Owner, now or hereafter, subject to the terms of this Declaration, agree that they shall not operate any portion of the Village Parcels as a Mexican bar or restaurant or lease to, or sell any portion of the Village Parcels to any person or entity for the operation of a Mexican bar or restaurant or a bar or restaurant featuring or specializing in similar Mexican cuisine. The right and interest in the Restrictive Covenant are hereinafter referred to as the “**Exclusive Use.**” If the foregoing Exclusive Use is violated, any person, persons or entity having an ownership interest in the 5433 Park Place Parcel as of the date of this Declaration, or person, persons or entity acquiring an ownership interest in the 5433 Park Place Parcel (hereinafter referred to collectively as the “**5433 Park Place Owner**”), shall have the right to enforce the Restrictive Covenant against the Village Parcels so long as the 5433 Park Place Parcel is open and operating as a as a Mexican bar or restaurant at the 5433 Park Place Parcel subject to the foregoing periods of closure. The Restrictive Covenant provided herein shall run with the land.

2. Use and Enjoyment of Exclusive Use.

The Exclusive Use hereinabove granted shall be for the exclusive use, benefit and enjoyment by the 5433 Park Place Owner.

3. Remedies.

Any remedies of the 5433 Park Place Owner provided for in this Declaration shall not constitute the sole remedies of such 5433 Park Place Owner, but, in addition, the 5433 Park Place Owner shall be entitled to exercise any and all other remedies available at law or in equity, including the right to seek to restrain by injunction any violation or threatened violation by any Village Parcels Owner of the Restrictive Covenant, and to compel performance of the Restrictive Covenant by injunction provided jurisdiction shall be with the State of Illinois, Cook County and the Circuit Court of Cook County, Illinois for the purposes of any remedy, suit, action or other proceeding arising out of or relating to this Declaration and a 5433 Park Place Owner shall not assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by the Circuit Court of Cook County, Illinois.

4. General Provisions.

(a) Modification Provisions. This Declaration may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of the 5433 Park Place Owner and then only by written instrument duly executed and acknowledged by the 5433 Park Place Owner and duly recorded in the office of the Recorder of Deeds of Cook County, Illinois.

(b) Validity and Severance. If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion thereof shall remain in full force and effect.

(c) Recording. This Declaration shall be recorded with the Cook County, Illinois Recorder of Deeds and the Restrictive Covenant created herein shall run with the land.

(d) Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Declaration.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, Village has executed this Declaration as of the day and year first above written.

VILLAGE OF ROSEMONT, an Illinois municipal corporation

By: _____
Name: Bradley A. Stephens
Its: President

ATTEST:

By: _____
Name: Debbie Dreobl
Its: Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2024 by Bradley A. Stephens , the President of the **VILLAGE OF ROSEMONT**, an Illinois municipal corporation, and by Debbie Dreobl, the Village Clerk of said municipal corporation.

Signature of Notary

SEAL
My Commission expires:

REAL ESTATE PURCHASE AND SALE AGREEMENT

By and Between

**ROSEMONT COMEDY CLUB, LLC,
an Illinois limited liability company**

and

**VILLAGE OF ROSEMONT, ILLINOIS, an
Illinois municipal corporation**

May 21, 2024

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT is made and entered into and effective this 21 day of May, 2024 (hereinafter referred to as the "Agreement") by and between the ROSEMONT COMEDY CLUB, LLC, an Illinois limited liability company (referred to herein as "Purchaser"), and VILLAGE OF ROSEMONT, an Illinois home rule municipal corporation (referred to herein as the "Village").

RECITALS

A. Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended ("TIF Act") and the terms of the Village's South River Road TIF No. 4 Redevelopment Plan and Project the Village designated a certain area within its municipal limits for redevelopment and revitalization with commercial and retail uses.

B. The Village currently owns the property that is the subject of this Agreement ("Property"), which is within the South River Road TIF No. 4 Project Area with the Property to be conveyed depicted as legally described on Exhibit A attached hereto and made a part hereof.

C. The Property is currently improved with an approximately 5,736 square foot building (hereinafter referred to as the "Building") and underlying land having the common address of 5437 Park Place, Rosemont, Illinois.

D. Village now desires to sell to Purchaser and Purchaser now desires to purchase from the Village the Property currently operating as a Zanies comedy club.

E. The Village and Rosemont Comedy Club, LLC have entered into a Lease dated as of November 14, 2012 (the "Lease") for the Property.

F. The Village, in order to ensure the continued use of the Property requires certain assurances, as hereinafter set forth, that Purchaser will perform certain acts and fulfill certain conditions.

G. In order to ensure the continued use of the Property Purchaser requires certain assurances, as hereinafter set forth, that the Village will perform certain acts and fulfill certain conditions.

H. It is the desire of the Village and Purchaser that the continued use of the Property proceed as conveniently and expeditiously as possible, subject to the Village's ordinances, codes and regulations, now or hereafter in force and effect, as limited, modified or amended by, and subject to the provisions of this Agreement and applicable law.

I. The corporate authorities of the Village, after due and careful consideration, have concluded that the sale and continued use of the Property as provided in this Agreement furthers the goals and objectives of the South River Road TIF No. 4 Redevelopment Plan and Project, will further the growth of the Village, increase the assessed valuation of the real estate situated within the Village, increase the sales tax revenues realized by the Village and foster increased economic activity within the Village.

J. The corporate authorities of the Village, after due and careful consideration, have concluded the sale of the Property and the fulfillment generally of this Agreement, are in the vital and best interests of the Village and the health, safety and welfare of its residents and taxpayers.

K. Pursuant to the Village's powers as a home rule municipal corporation of the State of Illinois, pursuant to Article VII of the 1970 Constitution of the State of Illinois, the Village possesses the authority and power to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual agreements herein and in this Agreement contained, the Village and the Purchaser do hereby agree to the covenants, conditions, limitations and agreements herein contained and agree as follows:

1. INCORPORATION OF RECITALS.

The foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article 1.

2. DEFINITIONS.

The terms defined in this Article (except as herein otherwise expressly provided or required by the context) shall have the following meanings:

2.1 "Closing" shall be the consummation of the transfer of the Property from the Village to the Purchaser together with the execution and delivery of closing documents to include, but not limited to, the Parking Agreement and Party Wall Agreement, and other closing documents in the manner provided in and by this Agreement. Subject to the satisfaction of all contingencies and conditions precedent provided in and by this Agreement, the Closing shall occur on fourteen days after expiration of the Due Diligence Period, or such other date as the parties may mutually agree.

2.2 "Closing Date" shall mean the date of the Closing.

2.3 "Effective Date" shall be the date of this Agreement.

2.4 "Escrow" shall mean the standard form of deed and money escrow agreement of the Title Company ("Deed and Money Escrow Agreement") to consummate the transaction contemplated by this Agreement in accordance with the general provisions of the Title Company's usual strict joint order escrow instructions.

2.5 “Parking Agreement” shall mean that certain parking agreement to entered into by Purchaser and the Village in connection with this Agreement, in the form attached hereto as Exhibit B.

2.6 “Party Wall Agreement” shall mean that certain party wall agreement anticipated to be recorded as of the Closing Date. In the event the Party Wall Agreement is not recorded by the Closing Date, Purchaser and the Village at the time of the Closing shall enter into the Party Wall Agreement, in similar form as attached hereto as Exhibit C.

2.7 “Plat of Re-subdivision” shall mean the plat of re-subdivision of the underlying lot of which the Property is a part as recorded and attached hereto as Exhibit D.

2.8 “Purchase Price” shall mean the price (as set forth in Section 3.2 below) to be paid to the Village by the Purchaser for the Property in the manner provided in and by this Agreement.

2.9 “Purchaser” shall mean ROSEMONT COMEDY CLUB, LLC, an Illinois limited liability company and those parties who become its successors and assigns in the manner authorized by this Agreement.

2.10 “Tenant” shall mean Rosemont Comedy Club, LLC, an Illinois limited liability company under the Lease.

2.11 “Title Company” shall mean the Greater Illinois Title Company as policy issuing agent of Stewart Title Guaranty Company and as escrow agent of the Escrow designated by the Village or otherwise agreed upon by the parties.

2.12 “Village” shall mean the Village of Rosemont, a home rule municipal corporation under the laws of the State of Illinois, together with any successors or assigns.

2.13 “Village Municipal Code” shall mean the municipal code, ordinances and regulations of the Village of Rosemont as adopted and in place from time to time.

2.14 “Village Zoning Code” shall mean the zoning code of the Village of Rosemont as adopted and in place from time to time.

3. CLOSING; PURCHASE PRICE; EARNEST MONEY; CONVEYANCE OF THE PROPERTY.

3.1 Closing. The Closing shall occur on the Closing Date. At Closing, the parties shall deliver into the Escrow with the Title Company the documents described in this Agreement.

3.2 Purchase Price. The purchase price for the Property is One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) (the “Purchase Price”), plus and minus proration all as customary in a sale of real property comparable to the Property as provided in and by this Agreement.

3.3 Earnest Money. Purchaser shall deposit earnest money of Fifty Thousand and 00/100 Dollars (\$50,000.00) into the Escrow (the "Earnest Money Deposit") in immediately available federal funds, as security for Purchaser's obligations to consummate the transaction under this Agreement. The Earnest Money Deposit shall be deposited by Purchaser with the Title Company pursuant to the Title Company's standard strict joint order escrow instructions within three (3) business days of the Effective Date. At Closing, the Earnest Money Deposit, together with interest thereon, shall be applied as a credit to Purchaser against the Purchase Price. Subject to closing prorations or credits, if any, the balance of the Purchase Price shall be deposited by Purchaser on or prior to the Closing Date with the Title Company and the Purchase Price paid to the Village in cash or immediately available wired funds as of the close of the Escrow. If the Purchaser exercises its right to terminate this Agreement prior to the Closing, the Earnest Money Deposit, together with interest thereon, shall be refunded to the Purchaser.

3.4 Conveyance of the Property.

(a) Closing shall be consummated through the Escrow with the Title Company in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement (the "Closing Escrow Instructions") used by the Title Company with such special provisions inserted in the Closing Escrow Instructions as may be required to conform with this Agreement. The cost of such escrow shall be divided equally between Purchaser and the Village, except the cost of any moneylender's escrow and any special costs incurred by reason of the Purchaser's financing shall be borne by the Purchaser.

(b) At Closing, the Title Company shall have delivered, at the Village's sole cost and expense, to Purchaser either (i) an owner's policy of title insurance (the "Title Policy" or (ii) a pro forma Title Policy reflecting the Title Company's commitment to issue the Title Policy, in the full amount of the Purchase Price subject only to the Permitted Title Exceptions, with an extended coverage endorsement over the general exceptions.

(c) Subject to the satisfaction of all conditions precedent and provided Purchaser has materially satisfied to the reasonable satisfaction of the Village all other pre-Closing requirements and obligations in the manner provided in this Agreement, at Closing the Village shall deliver or cause to be delivered to the Title Company each of the following items:

1. A special warranty deed (the "Deed") duly executed and acknowledged by the Village in a form reasonably acceptable to the Title Company and the Purchaser, conveying to Purchaser fee simple title to the Property subject only to the Permitted Title Exceptions, as herein defined.

2. The duly executed Bill of Sale (hereinafter defined).

3. The duly executed Assignment of Lease pursuant to Section 41 hereof.

4. The duly executed Parking Agreement.

5. The duly executed Party Wall Agreement, if previously unrecorded and required.
6. The duly executed and acknowledged Restrictive Covenant (hereinafter defined) in recordable form.
7. Such evidence, documents, affidavits and indemnifications as may be reasonably required by the Title Company as a precondition to the issuance of the Title Policy relating to: (i) mechanics' or materialmen's liens; (ii) parties in possession; (iii) the status and capacity of the Village and the authority of the person or persons who are executing the various documents on behalf of the Village in connection with the sale of the Property; or (iv) any other matter reasonably required to enable the Title Company to issue the Title Policy and customary endorsements thereto.

(d) Subject to the satisfaction of all conditions precedent and provided the Village has materially satisfied to the reasonable satisfaction of the Purchaser all other pre-Closing requirements and obligations in the manner provided in this Agreement, at Closing the Purchaser shall deliver or cause to be delivered to the Title Company each of the following items:

1. The Purchase Price.
2. The duly executed Assignment of Lease pursuant to Section 41 hereof.
4. The duly executed Parking Agreement.
5. The duly executed Party Wall Agreement, if previously unrecorded and required.
6. The duly executed and acknowledged Restrictive Covenant (hereinafter defined) in recordable form.
7. Purchaser's additional consideration of \$250,000.00 as provided for in Section 41.
8. Such evidence, documents, affidavits and indemnifications as may be reasonably required by the Title Company as a precondition to the issuance of the Title Policy relating to: (i) mechanics' or materialmen's liens; (ii) parties in possession; (iii) the status and capacity of the Village and the authority of the person or persons who are executing the various documents on behalf of the Purchaser in connection with the sale of the Property; or (iv) any other matter reasonably required to enable the Title Company to issue the Title Policy and customary endorsements thereto.

(e) The Village shall be responsible for and pay real estate tax transfer taxes and all other transfer taxes associated with the sale of the Property, if any.

(f) Subject to the foregoing and except as otherwise set forth in this Agreement, the Village shall deliver and convey the Property to Purchaser at Closing in an "As Is, Where Is" condition.

4. TITLE INSURANCE.

(a) Not more than fourteen (14) days after the Effective Date, the Village, at the Village's cost, shall provide Purchaser a current title commitment for an Owner's Title Insurance Policy issued by the Title Company (the "Title Commitment") in the amount of the Purchase Price covering title to the Property and any easements that benefit the Property.

(b) All title commitments provided by the Village under this Section shall be updated and delivered to Purchaser prior to the Closing (collectively the "Updated Title Commitment").

(c) Purchaser shall have until the later of (1) the expiration of the Due Diligence Period and (2) ten (10) days after its receipt of each of: (i) the Initial Title Commitment or any Updated Title Commitment and (ii) the Survey of the Property to be provided (as defined in Section 8), to review same and notify the Village of any objections ("Objections"). The Village shall have fourteen (14) days to cause the Objections to be removed from either the Updated Title Commitment or the Survey, or to have, with the Purchaser's concurrence, the Title Company commit to insure against loss or damage that may be occasioned by such Objections (the "Cure Period") at the Village's cost. All such title exceptions as approved by the Purchaser shall be deemed the "Permitted Title Exceptions." If Village does not cure such Objections to Purchaser's reasonable satisfaction within Village's fourteen (14) day cure period, Purchaser may elect, by written notice to Village delivered within ten (10) days after the expiration of Village's fourteen (14) day cure period, to terminate this Agreement. Thereafter, the Earnest Money Deposit shall be returned to Purchaser, and Purchaser and Village shall have no obligations or liabilities under this Agreement, except for those obligations or liabilities that expressly survive the termination of this Agreement. If Purchaser does not so elect, this Agreement shall remain in full force and effect, subject to all other terms and conditions hereof and any such unpermitted exceptions that were not cured to Purchaser's reasonable satisfaction shall be deemed Permitted Title Exceptions. Purchaser shall not be required to object to monetary liens or encumbrances, it being acknowledged that the Village shall be required to pay and remove, prior to Closing, all such liens and encumbrances. Notwithstanding the foregoing, to the extent the following use restrictions are listed in the Deed, the use restrictions shall be deemed Permitted Title Exceptions: use restrictions for (i) a movie theater, (ii) the sale of theater popcorn provided the restriction shall not apply to popcorn served which is incidental to business operations and the popcorn is served in open, returnable containers and is for in-house consumption at no charge, (iii) the sale of packaged theater candy of the type typically found in movie theater concession stands provided the restriction shall not apply to sale of candy on the interior of the Property and is not advertised or promoted for consumption in the movie theater within the Parkway Bank Park, (iv) a Brazilian steakhouse venue, (v) a bowling venue, (vi) a venue where on premises pizza sales comprise 20 percent (20%) or more of total gross sales and (vii) a venue for the purpose of viewing a live performance of music or viewing any other type of live performance where tickets are available for purchase prior to the date of the

live performance at the venue or over the internet; provided, however, such restrictive covenant as to any single aforementioned use in (i) – (vii) above shall terminate and be of no further force and effect when any of the existing movie theater, Brazilian steakhouse, bowling alley, pizza restaurant or the venue for viewing a live performance of music or viewing any other type of live performance where tickets are available for purchase prior to the date of the live performance at the venue or over the internet, no longer exist within the Parkway Bank Park.

(d) Seller represents that the use restriction in Section 4(c) regarding a venue for viewing a live performance of music or viewing any other type of live performance where tickets are available for purchase prior to the date of the live performance at the venue or over the internet is not made restrain or prevent Rosemont Comedy Club, LLC from operating a Zanies Comedy Club as it did prior to the date hereof pursuant to and consistent with its Special Use Permit for the Property.

5. CONDITIONS PRECEDENT; DUE DILIGENCE.

5.1 Conditions Precedent. In addition to any other conditions precedent forth elsewhere in this Agreement, the obligations of the Village and the Purchaser under this Agreement are subject to the timely fulfillment of the following conditions on or before the Closing Date, or such earlier date as is set forth herein: (i) the status of title shall be as required herein and the Title Company shall have irrevocably committed to issue the Title Policy on the terms and conditions herein; (ii) the condition of the Property shall not have changed in any material respect from the Effective Date through the Closing Date; (iii) the Village shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by the Village prior to or at the Closing except to the extent such obligation is excused by Purchaser's prior failure to perform and comply in all material respects with all of the terms of this Agreement; (iv) the Purchaser shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by the Purchaser prior to or at the Closing except to the extent such obligation is excused by the Village's prior failure to perform and comply in all material respects with all of the terms of this Agreement; and (v) unless otherwise agreed to by Purchaser, the Village shall have terminated, at the Village's sole cost and expense, any and all service contracts affecting the Property. Each condition may be waived in whole or in part only, by written notice of such waiver from one party to the other party. Either party may terminate this Agreement upon written notice to the other party due to the failure of any of the conditions precedent contained in this Agreement, in which event Purchaser shall be entitled to a prompt return of the Earnest Money Deposit, and the parties hereto shall have no further obligations hereunder except those which by their terms expressly survive any such termination. In the event of such termination the Lease shall remain in full force and effect.

5.2 Due Diligence Period. Purchaser and its respective employees, agents, contractors and other representatives (herein, the "Purchaser Group") shall be entitled to make such inspections, tests, financial audits and verifications as they shall deem necessary or appropriate ("Purchaser's Inspections"). Purchaser's obligation to purchase the Property will be subject to

Purchaser's satisfaction, within forty-five (45) days following the Effective Date (the "Due Diligence Period"), of the foregoing inspections as may be performed by Purchaser or other members of the Purchaser's Group. Further, the foregoing conditions precedent shall include Purchaser's satisfaction with the condition of title to the Property, the Title Commitment, as described above, and Survey, as described below, and all other matters pertaining to the Property as the Purchaser may deem appropriate. Notwithstanding anything else in this Agreement to the contrary, Purchaser shall defend, indemnify and hold the Village harmless for, from and against any claims, demands, actions, liabilities and obligations (including, but not limited to, mechanics' and materialmen's liens and all reasonable attorneys' fees and costs) arising from Purchaser's Inspections; provided, however that Purchaser shall not be liable for any pre-existing conditions. At any time on or prior to the expiration of the Due Diligence Period, Purchaser may provide written notice to the Village disapproving the Property (the "Disapproval Notice"). Upon the Village's receipt of the Disapproval Notice, this Agreement shall automatically terminate and (i) the parties shall be released from all further obligations under this Agreement (except with respect to any provisions that by their terms expressly survive a termination of this Agreement); (ii) the Title Company shall pay the entire Earnest Money Deposit to Purchaser and (iii) the Lease shall remain in full force and effect.

6. ZONING AND PERMITS. The parties acknowledge that Tenant Rosemont Comedy Club, LLC currently operates a Zanies Comedy Club pursuant to a Special Use Permit as issued by the Village of Rosemont.

7. TIF; ALTERNATE BIDS. The Village shall be responsible for ensuring compliance with all TIF requirements in connection with the transaction contemplated by this Agreement. The Village shall publish a request for alternative bids as required pursuant to the South River Road TIF No. 4 Redevelopment Plan and Project and TIF Act to the extent required by law providing for alternative bids to be submitted to the Village.

8. SURVEY. Within thirty (30) days after the date of this Agreement, the Village, at the Village's cost, shall provide Purchaser with a current ALTA survey of the Property showing the location of any and all buildings and lot and building lines and any and all encroachments of improvements from or onto adjoining land (the "Survey") and shall be in a format that will allow the Title Company to issue the Title Policy with extended coverage over the standard exceptions. The legal description for the Property on the Survey shall be the legal description shown on the Plat of Re-Subdivision. Such Survey shall plot all exceptions to title (to the extent plottable) and shall plot any easements that benefit or burden the Property. The Village shall pay for the cost of the Survey.

9. PARKING AGREEMENT; PARTY WALL AGREEMENT.

9.1 Parking Agreement. At Closing the Village and Purchaser shall execute and enter into the Parking Agreement in substantially the same form as attached hereto and made a part hereof as Exhibit B.

9.2 Party Wall Agreement. The parties acknowledge, agree and anticipate that the Property shall be subject to a certain Party Wall Agreement providing for the efficient operation of the Property and the Fat Rosie's Property by creating certain easements, covenants and restrictions that inure to the benefit and affecting the Property and the Fat Rosie's Property. In the event the Party Wall Agreement is not recorded by the Closing Date, Purchaser and the Village at the time of the Closing shall enter into the Party Wall Agreement, in similar form as attached hereto as Exhibit C providing for the rights, obligations, easements, covenants, burdens, uses and privileges of the parties as to the existing common party wall and roof that separate the Property being Lot 8 on the Plat of Re-subdivision and the Fat Rosie's Property as Lot 9 on the Plat of Re-subdivision.

10. REAL ESTATE TAXES.

10.1 Pre-Closing Taxes. The Village represents that the Property is currently exempt from real estate taxes and is subject to leasehold real estate taxes. The Tenant under the Lease is responsible for any leasehold real estate taxes for the period from and after the Rent

Commencement Date under the Lease. The Village shall pay or cause to be paid any real estate taxes other than leasehold real estate taxes which are due or to become due for the Property up to the Closing Date before such taxes become delinquent..

10.2 Post-Closing Taxes. Purchaser shall be responsible to pay or cause to be paid by others any real estate taxes, leasehold real estate taxes, sales taxes, or any other taxes levied or assessed against the Property related to Purchaser's ownership or Tenant's leasing of the Property before such taxes become delinquent for the period commencing on the Closing Date.

11. GENERAL DEVELOPMENT ISSUES. The general development regulations applicable to the Property including, but not limited to, signage requirements, shall be governed by the applicable requirements under the Village Municipal Code, the Village Zoning Code, and any other applicable Village ordinances, and shall be consistent with the Plans and Specifications as approved by the Village.

12. BROKER'S COMMISSION. Purchaser and the Village each represents to the other that it has not dealt with any party acting as a broker or sales agent in connection with the transactions described in this Agreement other than Braden Real Estate, LLC (the "Broker"). The Village shall pay Broker any fees due it pursuant to a separate agreement, to the extent provided in such separate agreement. **EACH PARTY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES, FEES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, AS A RESULT OF CLAIMS MADE BY ANY PERSON FOR BROKERAGE COMMISSIONS, OR OTHER FEES, WITH RESPECT TO THE TRANSACTIONS DESCRIBED IN THIS AGREEMENT, AS A RESULT OF THE UNTRUTH OF THE REPRESENTATIONS OF THE INDEMNIFYING PARTY UNDER**

THIS SECTION 12. The provisions of this Section 12 shall survive the Closing or termination of this Agreement.

13. NOTICES. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefor; or (ii) e-mail; or (iii) sent by a recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the parties at their respective addresses set forth below, and the same shall be effective (a) upon delivery, if delivered personally; (b) upon receipt of email; (c) one (1) business day after depositing with such overnight courier service; or (d) two (2) business days after deposit in the mails, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

As to Village: Village of Rosemont
9501 West Devon
Rosemont, Illinois 60018
Attn: Village Clerk
E-Mail: mayorsoffice@villageofrosemont.org

With a copy to: William E. Ryan
Ryan & Ryan Law, LLC
9501 West Devon, Suite 300
Rosemont, Illinois 60018
E-Mail: wryan@ryanryanlaw.com

As to Purchaser: Rosemont Comedy Club, LLC
c/o Ronald A. DeFalco
1636 N Wells, Apt. 805
Chicago, IL 60614
E-Mail: rondefalcoauto@gmail.com

With a copy to: Anthony Nudo
Terry & Nudo, LLC
600 52nd Street, Suite 320
Kenosha, WI 53140
E-Mail: Anthony@LawMidwest.com

Additional copy to: Stuart Goldsand
Warady & Davis LLP
1717 Deerfield Road, Suite 300S
South Deerfield, IL 60015
E-Mail: seawolfstu@aol.com

14. SURVIVAL. Except to the extent otherwise performed by a party, all the continuing terms set forth in this Agreement shall survive Closing and shall remain in full force and effect thereafter.

15. PARTIES BOUND. This Agreement shall be binding upon and inure to the benefit of the Village and the Purchaser and their respective successors and assigns.

16. GOVERNING LAW; VENUE. The laws of the State of Illinois shall govern the validity, construction, enforcement and interpretation of this Agreement. This Agreement shall be enforceable in the Circuit Court of Cook County, Illinois by either the Village, Purchaser, or by any successor or successors in title or interest or by the assigns of the parties for the purposes of any suit, action or other proceeding arising out of or relating to any default or breach of this Agreement and any relief or remedy sought by either of the parties.

17. NON-BUSINESS DAYS. If the Closing Date or the date for delivery of a notice or performance of some other obligation of the Village or the Purchaser falls on a Saturday, Sunday or legal holiday in the State of Illinois, then the date for Closing or such notice or performance shall be postponed until the next business day.

18. DEFAULTS; REMEDIES.

(a) Except as provided in this Agreement, and subject to force majeure, any failure or delay beyond stated periods for performance or applicable cure periods by either party to perform any material term or provision of this Agreement shall constitute a breach of such party's obligations under this Agreement and shall be deemed to constitute an event of default under this Agreement ("Event of Default"). The party who so fails or delays must, upon receipt of written notice of the existence of such default, immediately commence to cure, correct or remedy such default and thereafter proceed with diligence to cure such default. The party claiming such default shall give written notice of the alleged default to the party alleged to be in default specifying the default complained of by the injured party. The party alleged to be in default shall have seven (7) days after receiving written notice from the party claiming such default to cure any monetary default for its failure or refusal to pay any monies that become due and payable under this Agreement, including but not limited to paying the Purchase Price. Except as required to protect against further damages, and except as to monetary defaults as otherwise expressly provided in this Agreement, the injured party may not institute proceedings against the party in default until twenty-one (21) days after giving such notice. If such monetary default is cured within such seven (7) day period, or if a non-monetary default is cured within such twenty-one (21) day period, the default shall not be deemed to constitute an Event of Default under this Agreement. If: (i) such default does not relate to the lack of funds or the obligation of a party to pay money to the other;

(ii) such default cannot reasonably be cured within a twenty-one (21) day period; and (iii) the defaulting party shall commence to cure the same within such twenty-one (21) day period and diligently and in good faith continue to prosecute the cure of such default in a commercially reasonable manner to its conclusion, then said twenty-one (21) day period shall be extended for such time as is reasonably necessary for the curing of such default. If such default is cured within such extended period, the default shall not be deemed to constitute an Event of Default under this Agreement. However, a default not cured as provided above shall constitute an Event of Default under this Agreement.

(b) Prior to Closing and upon an Event of Default by the Village beyond applicable cure periods, Purchaser may elect to exercise any of the following remedies:

1. Waive such failure and proceed to the Closing with no reduction in the Purchase Price.
2. Bring an action for specific performance to cause the Village to convey the Property to Purchaser pursuant to the terms and conditions of this Agreement.
3. Terminate this Agreement by notice to the Village to that effect, in which event the Earnest Money Deposit shall be returned the Purchaser and the parties hereto shall have no further obligations hereunder, except those which expressly survive termination hereof.

(c) If the sale contemplated hereby is not consummated because of a material default by Purchaser in its obligation to purchase the Property in accordance with the terms of this Agreement, after Village has performed or tendered performance of all its material obligations in accordance with this Agreement, unless Village's performance is excused by Purchaser's prior default (e.g. Village shall not be required to tender a Deed in Escrow if Purchaser has indicated that it will not acquire the Property after the Due Diligence Period expired), then, upon written notice from Village to Purchaser, (a) this Agreement shall terminate; (b) not later than one (1) Business Day thereafter, the Escrow Holder shall, without further notice, cause the Deposit to be paid to and retained by Village as liquidated damages; and (c) Village and Purchaser shall have no further obligations to each other, except those which expressly survive the termination of this Agreement. Purchaser and Village acknowledge that the damages to Village in the event of such a breach of this Agreement by Purchaser would be difficult or impossible to determine, that the amount of the Deposit represents the parties' best and most accurate estimate of the damages that would be suffered by Village if the transaction should fail to close and that such estimate is reasonable under the circumstances existing as of the date of this Agreement and under the circumstances that Village and Purchaser reasonably anticipate would exist at the time of such breach. Purchaser and Village agree that Village's right to retain the Deposit shall be Village's sole remedy, at law and in equity, for Purchaser's failure to purchase the Property in accordance with the terms of this Agreement. Village hereby waives any right to an action for specific performance of any provisions of this Agreement.

20. PERMITTED DELAYS; FORCE MAJEURE. None of the parties shall be deemed to be in default hereunder in the performance of any obligation where delays or defaults in such

performance are due to: war; insurrection; strikes; riots; floods; earthquakes; fires, casualties or acts of God; pandemic; abnormally adverse weather conditions; or any other cause similar to the foregoing that is not within a party's control. An extension of time for any such cause shall be for the period of the delay, which period shall commence to run from the time of the commencement of the cause, provided that written notice by the party claiming such extension is sent to the other party not more than seven (7) days after the commencement of such cause provided, however, in no event shall the period exceed more than ninety (90) days. In order to claim an event of force majeure the claiming party must send written notice to the other party within seven (7) days of the claimed force majeure event.

21. INTEGRATION AND AMENDMENT. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between the parties relative to the subject matter hereof and thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as are herein and therein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and duly executed by them. All exhibits to this Agreement are expressly incorporated herein by this reference thereto.

22. SEVERABILITY. In the event any phrase, article, section or portion of this Agreement is found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such finding of invalidity, illegality or unenforceability as to that portion shall not affect the validity, legality or enforceability of the remaining portions of this Agreement.

23. CAPTIONS AND PRONOUNS. The captions and headings of the various articles and sections of this Agreement are for convenience only and are not to be construed as confining, defining, expanding or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

24. NO DISCRIMINATION. Purchaser agrees to comply with all applicable laws prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin or sexual orientation. Purchaser shall require that applicants for employment with Purchaser be treated during the application process and during employment without regard to race, creed, color, religion, sex, national origin, disability or sexual orientation in accordance with applicable laws.

25. NO JOINT VENTURE. 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 or joint venture between or among such parties.

26. LIMITED LIABILITY. The parties hereto specifically agree, that neither the Village of Rosemont nor Purchaser shall have any liability for any breach of any of the terms of this Agreement in the form of consequential or punitive damages.

27. AUTHORIZED EXECUTION. The parties represent and warrant that they have been duly authorized to execute this Agreement.

28. ASSIGNMENT BY PURCHASER.

28.1 Assignment Prior to Closing. Prior to Closing, Purchaser may, upon prior written notice to the Village and without the Village's consent, assign this Agreement to any entity owned, controlled, or under common control by Purchaser or an individual with majority ownership in Purchaser or to a sale leaseback investor provided, however, Purchaser shall remain liable for its obligations under this Agreement such assignment notwithstanding or anything else in this Agreement to the contrary.

28.2 Assignment Following Closing. Following the Closing, Purchaser may only Transfer all of the Property with all of the rights under the Parking Agreement and the Party Wall Agreement without the Village's prior written consent and Purchaser shall provide notice of any such transfer to the Village.

29. APPLICABLE LAW AND CONSTRUCTION. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Agreement. This Agreement has been negotiated by the Village and the Purchaser and the Agreement, together with all of the terms and provisions of this Agreement, shall not be deemed to have been prepared by either the Village or the Purchaser, but both equally.

30. SUBMISSION TO JURISDICTION. Each party to this Agreement hereby submits to the jurisdiction of the State of Illinois, Cook County and the Circuit Court of Cook County, Illinois for the purposes of any suit, action or other proceeding arising out of or relating to this Agreement and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by the Circuit Court of Cook County, Illinois.

31. EXECUTION OF WRITTEN INSTRUMENTS. The Village and Purchaser agree to make, execute and deliver such written instruments and agreements and as shall from time to time be reasonably required to carry out the terms, provisions and intent of this Agreement.

32. ATTORNEY'S FEES. If either party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, proceeding, trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court.

33. NO WAIVER. Any requirement or conditions contained in this Agreement may only be waived in writing.

34. CERTIFICATION OF ELIGIBILITY.

(a) Purchaser certifies that it is not barred from bidding on contracts offered for bid by any unit of state or local government in the State of Illinois as a result of having been convicted of a violation of either Section 33E-3 [Bid Rigging] or Section 33E-4 [Bid Rotation] of the Illinois Criminal Code.

(b) Purchaser certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless Purchaser is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1.

35. PERSONAL PROPERTY; FF&E. At Closing, the Village shall provide the Purchaser a bill of sale (the "Bill of Sale"), in a form reasonably acceptable to Purchaser, conveying all right, title and interest to all personal property furniture, fixtures and equipment, if any, in its condition as situated at the Property as of the Effective Date, normal wear and tear excepted. Purchaser acknowledges and agrees that prior to the Effective Date the Village has not made, and following the Effective Date the Village shall not be required to make, any representations or warranties, express, implied or statutory, of merchantability or condition with respect to the personal property listed in the Bill of Sale.

36. TIME OF THE ESSENCE. The parties hereto expressly agree that time is of the essence with respect to this Agreement and the Closing Date.

37. PREVAILING WAGE. Purchaser agrees that laborers, workers and mechanics performing any type of construction or demolition work on the Property shall be paid not less than the prevailing wages for the type of work performed that are in effect as determined by the Illinois Department of Labor for Cook County under the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*

39. THE VILLAGE'S REPRESENTATIONS. Subject to Section 7, the Village has full power and authority to enter into this Agreement, to perform this Agreement and to consummate the transactions contemplated hereby. This Agreement is a legal, valid and binding obligation of the Village, enforceable against the Village in accordance with its terms.

40. PURCHASER'S REPRESENTATIONS. Purchaser has full right, power and authority and is duly authorized to enter into this Agreement and, as of the Closing Date, any permitted assignee of Purchaser shall have the full right, power and authority to perform each of the covenants to be performed by the Purchaser hereunder and to execute and deliver and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement, and this Agreement constitutes the valid and legally binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

41. ADDITIONAL PURCHASER CONSIDERATION. Provided Purchaser closes the transaction and simultaneously pays the Village \$250,000 as additional consideration at Closing, the Village: (i) agrees to the assignment of the Lease between Tenant and the Village as of the Closing Date; (ii) agrees to waive rent and percentage rent beginning as of May 1, 2024 through the Closing Date provided, however, that all percentage rent due and owing the Village under the Lease for the period prior to May 1, 2024 shall be paid by the Purchaser or the Tenant to the Village pursuant to the Lease and in all events no later than on the Closing Date; and (iii) agrees that the Village and the Purchaser shall enter into the Parking Agreement attached hereto in substantial form as Exhibit B providing for a Common Area Maintenance fee of \$5.00 PSF per year and a Promotional Fee of \$2.00 PSF per year as calculated on the 5,736 square foot Building.

42. MULTIPLE COUNTERPARTS. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one Agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Signatures transmitted by e-mail, portable document format or facsimile shall be treated as original signatures for all purposes of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused this Agreement to be executed, by their duly authorized officers, as of the date first above written.

PURCHASER:

ROSEMONT COMEDY CLUB, LLC,
an Illinois limited liability company

By: 

Printed Name: RONALD DE FALCO

Its: Authorized Signer

VILLAGE:

VILLAGE OF ROSEMONT, ILLINOIS, an Illinois
municipal corporation

By: 

Bradley A. Stephens, Its President

ATTEST:

By: 

Debbie Drehobl, Village Clerk

LIST OF EXHIBITS

Exhibit A – Legal Description of the Property

Exhibit B - Parking Agreement

Exhibit C - Party Wall Agreement

Exhibit D - Plat of Re-subdivision

Exhibit A

LOT 8 IN ROSEMONT ENTERTAINMENT DISTRICT FIFTH RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 2024 AS DOCUMENT NUMBER 2410907030, IN COOK COUNTY, ILLINOIS.

Exhibit B

PARKING AGREEMENT

between

**The Village of Rosemont,
an Illinois municipal corporation**

and

**ROSEMONT COMEDY CLUB, LLC,
an Illinois limited liability company**

May __, 2024

PARKING AGREEMENT

This Parking Agreement (the "Parking Agreement") is made as of the ____ day of May, 2024 by and between the VILLAGE OF ROSEMONT, an Illinois home rule municipal corporation, (the "Village") and ROSEMONT COMEDY CLUB, LLC], an Illinois limited liability company ("Zanies LLC).

RECITALS

A. The Village and Zanies LLC entered into a Purchase and Sale Agreement dated May ____, 2024 ("PSA") whereby the Village agreed to sell and Zanies LLC agreed to purchase certain real estate located in the Village of Rosemont, Illinois having the common address of 5437 Park Place, Rosemont, Illinois (the "Property") .

B. The PSA provides that the Village and Zanies LLC shall enter into this Parking Agreement. The effective date of this Parking Agreement shall be the date as set forth above (the "Effective Date").

C. The Village is the holder of legal title to a certain parcel of land which is improved with a municipally-owned parking structure commonly known as the Entertainment District Parking Structure and having the common address of 9550 Williams Street, Rosemont, IL and as depicted on Exhibit A attached hereto and made a part hereof (the "Parking Garage") and the Village owns, controls and operates certain surface parking spaces and area (the "Surface Parking") within the municipally-owned Parkway Bank Park at Rosemont (the "Park"). Together the spaces within the Parking Garage and the Surface Parking are hereinafter sometimes collectively referred to as the "Parking Spaces".

D. Zanies LLC intends to operate for commercial and retail use a certain parcel of land legally described on Exhibit B attached hereto and made a part hereof (referred to herein as the "Property" and/or the "Zanies LLC Site") improved with a building (the "Zanies LLC Building") at the .

E. It is the intention of the Village and Zanies LLC to enter into this Parking Agreement to provide Zanies LLC, its customers, employees, guests, patrons, licensees, contractors, and invitees of the Zanies LLC Site (all of whom are collectively referred to herein as "Authorized Users") with the right to the non-exclusive use of the Parking Spaces.

F. This Parking Agreement provides for the respective parties' responsibilities, liabilities and indemnities with regard to the Parking Spaces and is intended by the parties to provide to Zanies LLC the non-exclusive right to the use the Parking Spaces.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Zanies LLC agree as follows:

1. Recitals. The foregoing recitals are material to this Parking Agreement and are incorporated herein as though fully set forth in this Section 1 and any terms used in this Parking

Agreement which are defined in the Recitals shall have the same definition for purposes of this Parking Agreement.

2. Parking Agreement Granted. The Village grants to Zanies LLC and its successors and assigns, this Parking Agreement providing for the non-exclusive right to use the Parking Spaces for the parking of motor vehicles of Zanies LLC and Authorized Users subject to the terms of this Parking Agreement. The Village agrees that the Parking Spaces are sufficient to meet the Village of Rosemont's parking requirements for Zanies LLC and the Zanies LLC Site.

3. Term. The term of this Parking Agreement (the "Term") shall naturally expire ninety-nine (99) years from the Effective Date (the "Expiration Date"). If the Parking Spaces are no longer available, the Village shall provide alternate parking sufficient to meet the Village of Rosemont's parking requirements for Zanies LLC and the Zanies LLC Site on such reasonably similar terms as those contained in this Parking Agreement.

4. First 25-Year Period; Remainder of Term. Subject to the terms of this Parking Agreement and other than the Park common area maintenance charge and promotional fee (together the "Park CAM and Promo Charge") as set forth in Section 7 below, there shall be free parking with validation for Zanies LLC and its Authorized Users for the first twenty-five (25) years (the "First 25-Year Period") of the Term. The Village shall provide Zanies LLC with a single parking validation unit. In the event Zanies LLC requests additional parking validation equipment in addition to the single parking validation unit that the Village will provide, Zanies LLC shall be responsible for the cost, maintenance, repair and replacement of such additional parking validation equipment. Following the First 25-Year Period, Zanies LLC and its Authorized Users shall have the right to use the Parking Spaces for the remainder of the Term with the Village having the right to charge a reasonable market parking fee to Zanies LLC and its Authorized Users which will be the same as that being charged to other similar owners in the Park.

5. Valet Service. Zanies LLC shall not have the right to operate its own valet service to serve the Zanies LLC Site unless the Village ceases to operate its own valet service or allow a third-party valet service to serve the Parkway Bank Park at Rosemont.

6. Operation of the Parking Spaces.

A. The Parking Spaces shall be accessible for pedestrian and vehicular ingress and egress by Zanies LLC and Authorized Users on a daily basis, provided that the Village, upon at least three (3) days' prior written notice to Zanies LLC (except in case of emergency in which case notice shall be given as soon as possible) may temporarily limit the accessibility of the Parking Spaces where it is necessary in order to perform repair or maintenance work on the Parking Spaces. In the event Zanies LLC's inability to use the Parking Spaces continues for more than seven (7) consecutive days, then Zanies LLC's obligation to pay the charges specified in Section 7 below shall abate until the Parking Spaces are made available to Zanies LLC.

B. The Village shall have the sole responsibility for operating the Parking spaces. The Parking Spaces shall be operated by the Village in accordance with a standard which

is the equivalent or greater than the highest standards which the Village uses to operate other public parking garages, facilities and spaces owned by and operated by or on behalf of the Village.

C. The Village shall provide Zanies LLC with a single parking validation unit and shall be responsible for maintenance, repair and replacement of such parking validation unit. In the event Zanies LLC requests additional parking validation equipment, Zanies LLCs shall be responsible for the cost, maintenance repair and replacement of such additional parking validation equipment.

D. Zanies LLC shall use the Parking Spaces only for the purpose of providing parking spaces for Authorized Users. Zanies LLC and its Authorized Users shall not (i) injure, overload, deface or otherwise harm the Parking Spaces or commit any nuisance thereon or use the Parking Spaces in a manner which tends to create a nuisance, (ii) make any use of the Parking Spaces which is improper, offensive or contrary to any law, ordinance or regulation of any governmental authority or this Parking Agreement (iii) use any advertising in the Parking Spaces that is not specifically authorized by the Village (iv) load or unload any truck or any delivery vehicle in any area of the Parking Spaces and (v) use the Parking Spaces for an off-site airport parking enterprise. The Village hereby grants Zanies LLC and its Authorized Users the non-exclusive right to use all access drives, walkways, elevators and other areas of the Parking Garage reasonably necessary or convenient to access the Parking Spaces, the Zanies LLC building and the Zanies LLC Site.

7. Repair and Maintenance of the Parking Garage and Parking Spaces; Park CAM and Promotional Charge.

A. The Village shall be responsible for repairing and maintaining the Parking Garage and the Parking Spaces. The Village shall maintain (or cause to be maintained, operated and repaired) the Parking Garage and the Parking Spaces in an economical and efficient manner according to a commercially reasonable standard for comparable municipally owned and operated parking garages, facilities and parking spaces located in Rosemont, Illinois including but not limited to repairing and replacing paving and keeping the Parking Spaces in a neat, clean, orderly and slightly condition.

B. The Village shall keep the Parking Garage suitably lighted during all non-daylight hours.

C. The Village has instituted a Park CAM and Promo Charge related to the common area maintenance costs associated with the repair and maintenance of the Park, the Parking Garage and the Parking Spaces and to promote the Park and businesses in the Park. Zanies LLC's Park CAM shall be calculated at \$5.00 per square foot per year and Promo Charge shall be calculated at \$2.00 per square foot per year on the 5,736 square feet of the Zanies LLC Building and shall commence as of the Effective Date hereof. Following the Effective Date, Zanies LLC's Park CAM and Promo Charge shall increase three percent (3%) per year thereafter on January 1 of each year. Zanies LLC's Park CAM and Promo Charge shall be invoiced on a monthly basis by the Village and paid within thirty (30) days of Zanies LLC's receipt of the invoice.

8. Rules and Regulations. The Village shall have the right to impose rules and regulations relating to the use and operation of the Parking Spaces provided that such rules and regulations are not inconsistent with the provisions of this Parking Agreement, and are enforced on a uniform basis for similarly situated users of the Parking Spaces.

9. Cooperation. Zanies LLC and the Village shall cooperate with one another and other users of the Parking Spaces as may be required to maintain and enhance the orderly and efficient operation of the Parking Spaces. Each of the parties acknowledges the working nature of this Parking Agreement and each party agrees to cooperate and consult with the other party in an effort to speedily and amicably resolve any unforeseen difficulties or problems not covered by this Parking Agreement.

10. Indemnification. Zanies LLC and its successors and assigns shall indemnify and hold harmless the Village, its agents, officers, contractors, employees, its Authorized Users and successors from and against any and all liability, loss, damage, costs and expenses (including reasonable attorney's fees) for injury to persons or death or property damage arising out of or resulting from Zanies LLC or an Authorized User's use of the Parking Spaces except for such liability, loss, damage, costs and expenses arising from the negligent or intentional acts of the Village or its agents. The Village shall indemnify and hold harmless Zanies LLC, its agents, officers, contractors, employees, its Authorized Users and successors from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to persons or death or property damage arising out of or resulting from negligent or intentional acts of the Village or its agents in connection with the ownership or operation of the Parking Spaces.

11. Notices, Demands and Other Instruments. All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Parking Agreement shall be in writing and shall be deemed to have been properly given if personally delivered, sent, postage prepaid, by first class registered or certified United States mail, return receipt requested or by prepaid overnight courier, addressed to each party hereto at the following address:

Village: Village of Rosemont
Attention: Village Clerk
9501 West Devon
Rosemont, IL 60018
Telephone: (847) 825-4404

With a copy to: Ryan & Ryan Law, LLC
Attention: William Ryan
9501 West Devon, Suite 300
Rosemont, IL 60018
Telephone: (847) 825-8600

Zanies LLC: Rosemont Comedy Club, LLC
c/o Ronald A. DeFalco
1636 N Wells, Apt. 805
Chicago, IL 60614
E-Mail: rondefalcoauto@gmail.com

With Copy to: Anthony Nudo
Terry & Nudo, LLC
600 52nd Street, Suite 320
Kenosha, WI 53140
E-Mail: Anthony@LawMidwest.com

Additional copy to: Stuart Goldsand
Warady & Davis LLP
1717 Deerfield Road, Suite 300S
South Deerfield, IL 60015
E-Mail: seawolfstu@aol.com

or at such other address(es) in the United States as Village or Zanies LLC may from time to time designate by like notice. Any such notice, demand, request or other communication shall be considered received on the date of personal delivery or on the date of actual receipt or three (3) business days after deposit in the United States mail as provided above or the next business day after deposit with an overnight courier. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

12. Certifications by Village. The Village shall upon request of Zanies LLC certify whether this Parking Agreement is in full force and effect, whether this Parking Agreement is modified or unmodified, and whether or not there exists any default in the Parking Agreement or provision contained in the Parking Agreement. It is intended by the parties hereto that such statements may be relied upon by the requesting party or the party to whom the Village is asked by Zanies LLC to make the certification.

13. Attorney's Fees and Costs. In the event of any action at law or inequity in relation to this Parking Agreement, the prevailing party shall be entitled to recover a reasonable sum for the attorneys' fees it incurred as a result of this action.

14. Default. If either party (the "Defaulting Party") fails to perform any of the terms, covenants, agreements or conditions on its part to be performed under this Parking

Agreement and such failure continues uncorrected for fifteen (15) days, after notice from the other party, the non-defaulting party ("Non-Defaulting Party"), the Non-Defaulting Party may invoke any right or remedy allowed at law or in equity or by statute or otherwise. If any default by a Defaulting Party cannot reasonably be remedied within fifteen (15) days after written notice of the default from the Non-Defaulting Party and if the Defaulting Party has commenced to remedy such default and diligently pursues such remedy thereafter, then the Defaulting Party shall have such additional time as is reasonably necessary to remedy the default before this Parking Agreement can be terminated or other remedies enforced.

15. Zanies LLC Assignment and Transfer of Parking Agreement. Zanies LLC may sell, convey, assign, or transfer ("Transfer") this Parking Agreement provided a Transfer includes the transfer of all of the Property and all rights and obligations of Zanies LLC under the Parking Agreement. Any other transfer of this Parking Agreement shall not be effective. Notwithstanding the foregoing, for clarification purposes, in the event Zanies LLC (or its successors and/or assigns) leases, subleases or otherwise grants to a third-party the right to occupy the Building on the Property, then such third-party shall have all rights to the non-exclusive use of the Public Parking Spaces afforded to Zanies LLC set forth in this Parking Agreement and the same shall not be deemed a "Transfer" as described above.

16. Provisions of Law Deemed Included. Each and every provision of state and federal law required to be included in municipal agreements shall be deemed to be included herein, and this Parking Agreement shall be read, construed and enforced as though the same were included herein. If, through mistake, inadvertence or otherwise, any such provision or clause is not included herein or is incorrectly included herein, then, upon application of either party hereto, this Parking Agreement shall forthwith be amended to include the same or to correct the inclusions of the same and shall be deemed to have been so amended from the Effective Date hereof.

17. Invalid Provisions. If any provision of this Parking Agreement is held invalid, the remainder of this Parking Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder of this Parking Agreement can be reasonably performed without material hardship.

18. Applicable Law and Construction. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Parking Agreement. This Parking Agreement shall become effective only upon execution and delivery thereof by the Village and Zanies LLC. This Parking Agreement has been negotiated by the Village and Zanies LLC and the Parking Agreement, together with all of the terms and provisions hereof, shall not be deemed to have been prepared by either the Village or Zanies LLC, but by both equally.

19. Submission to Jurisdiction. Each party to this Parking Agreement hereby submits to the jurisdiction of the State of Illinois, Cook County and the courts thereof for the purposes of any suit, action or other proceeding arising out of or relating to this Parking Agreement and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

20. Entire Agreement. This Parking Agreement contains the entire agreement of the parties hereto respecting the subject matters of this Parking Agreement and supersedes all prior understandings, contracts or agreements.

21. Captions. The Article headings and captions of this Parking Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Parking Agreement or in any way affect this Parking Agreement.

22. Authority. Each party represents that the execution of this Parking Agreement by the signatories set forth below and the performance of the terms of the Parking Agreement have been duly authorized by their respective governing authority.

23. Real Estate, Use or Leasehold Taxes. The parties acknowledge that currently the Parking Spaces are exempt from real estate taxes, use or leasehold taxes under Illinois law. In the event that real estate taxes, use or leasehold taxes, or any other Cook County, Illinois taxes are levied against the Parking Spaces (any such taxes being referred to herein as "Parking Right Taxes"), Zanies LLC shall not be liable for payment of Parking Right Taxes levied for the First 25-Year Period of the Term regardless of whether the Village or Zanies LLC is assessed any Parking Right Taxes and the Village will be responsible for any Parking Right Taxes regardless of whether the Village or Zanies LLC is assessed any Parking Right Taxes. Following said First 25-Year Period Zanies LLC will be responsible for and shall pay its proportionate share of 3.9% of the Parking Right Taxes as calculated and prorated on the ratio that the overall 5,736 square footage of the Zanies LLC Building bears to the gross overall 146,417 square footage of all buildings that are within the Park (except for the Aloft hotel, the AMC movie theater, the iFly and the Big Ten buildings) as of the Effective Date and from time to time thereafter during the Term. regardless of whether the Village or Zanies LLC is assessed such real estate taxes, use or leasehold taxes.

24. Required Insurance Coverages. Zanies LLC shall secure or cause others to secure and keep in full force and effect during the entire Term of this Parking Agreement such insurance against any risk and peril for Zanies LLC, its invitees, employees, its Authorized Users and customers including but not limited to Zanies LLC's employer's liability, garage liability and garage legal liability related to Zanies LLC's use of the Parking Spaces and general liability insurance for any occurrence on or about the Parking Spaces in limits of not less than \$5,000,000.00 combined single limit per occurrence for bodily injury and property damage. Notwithstanding the foregoing to the contrary, the Village acknowledges that Zanies LLC shall be permitted to utilize its umbrella coverage to satisfy the coverage amounts herein as it relates to Zanies LLC, its successors and assigns and its Authorized Users use of the Parking Spaces.

25. Replacement Parking. In the event at any time during the Term the majority of the Parking Spaces within the Parking Garage are not available for use by Zanies LLC and its Authorized Users, the Village will work with Zanies LLC to provide replacement parking in close proximity.

26. Recording of Memorandum. Upon execution hereof, the parties hereto shall enter into a Memorandum of Parking Agreement in recordable form, which Memorandum shall

be recorded by either party in the recorder's office against the Property provided however, that no economic terms shall be described in the Memorandum.

27. Non-Liability of Village Officials and Employees. No present or future official, employee or agent of the Village shall have any personal liability, directly or indirectly, under or in connection with this Parking Agreement or any agreement made or entered into under or in connection with the provisions of this Parking Agreement, and Zanies LLC and its successors and assigns shall look solely to the Village for the payment of any claim or for any performance, and Zanies LLC hereby waives any and all such personal liability. The provisions of this Section 26 shall survive the termination of this Parking Agreement.

28. Successors and Assigns. The terms herein contained in this Parking Agreement shall bind and inure to the benefit of the Village and its successors and assigns, and Zanies LLC, and its authorized successors and assigns.

29. Multiple Counterparts. This Parking Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one agreement, but in making proof of this Parking Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties hereto have executed this Parking Agreement as of the day and year first set forth above.

VILLAGE:

VILLAGE OF ROSEMONT

By: _____

Name: Bradley A. Stephens

Its: President

Attest:

By: _____

Name: Debbie Drehobl

Its: Village Clerk

ZANIES LLC:

ROSEMONT COMEDY CLUB, LLC, an Illinois limited liability company

By: _____

Name: _____

Its: Manager

List of Exhibits

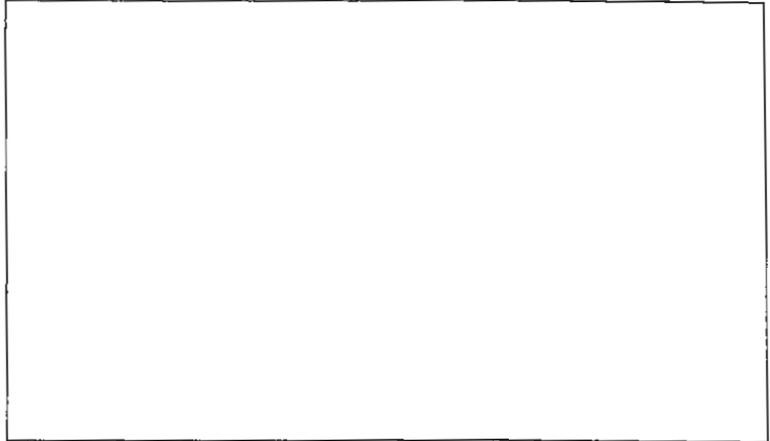
Exhibit A Depiction of Entertainment District Parking Structure

Exhibit B Legal Description of Zanies LLC Site

Exhibit C

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURNED TO:**

*Terrence D. McCabe, Esq.
Ryan & Ryan Law, LLC
9501 West Devon, Suite 300
Rosemont, IL 60018*



PARTY WALL AND SUBJACENT SUPPORT AGREEMENT

This Party Wall Agreement and Subjacent Support (the “**Agreement**”) is made as of the ___ day of _____, 2024, by and between the VILLAGE OF ROSEMONT, an Illinois home rule municipal corporation (“**Owner No. 1**”), and CS MASMEX PROPCO, LLC, an Delaware limited liability company (“**Owner No. 2**”).

WITNESSETH:

WHEREAS, Owner No. 1 is the holder of fee title to certain real estate situated in the Village of Rosemont, Cook County, Illinois, which real estate is legally described on Exhibit A attached hereto and by this reference made a part hereof (“**Parcel No. 1**”) as well as certain real estate which is contiguous to the westerly boundary of Parcel No. 1 (the “**Boundary Line**”), and which real estate is legally described on Exhibit B attached hereto and by this reference made a part hereof (“**Parcel No. 2**”); and

WHEREAS, Parcel No. 1 is improved with a commercial entertainment venue and Parcel No. 2 is improved with a commercial entertainment venue, such improvements being joined by a single wall along the Boundary Line (the “**Common Wall**”) and a single, common roof (the “**Common Roof**”); and

WHEREAS, concurrently with the execution and recordation hereof, Owner No. 1 intends to convey to Owner No. 2 fee title to Parcel No. 2; and

WHEREAS, Owner No. 1 and Owner No. 2 (each individually, an “**Owner**” and collectively, the “**Owners**”) mutually desire to provide for the establishment of this Agreement; and

WHEREAS, neither Parcel No. 1 nor Parcel No. 2 is or will not be structurally independent of the other and each will depend upon the other, to some extent, for structural support and components for the operation and use of Parcel No. 1 and Parcel No. 2 and the Owners desire by this Agreement to provide for the efficient operation of each Owner’s parcel by creating (1) certain easements,

Exhibit C

covenants and restrictions against and affecting Parcel No. 1, or of any portion thereof or interest or estate therein, which will be binding upon Owner No. 1, and which will inure to the benefit and protection of Owner No. 2 and Parcel No. 2, or of any portion thereof or interest or estate therein, and (2) certain easements, covenants and restrictions against and affecting Parcel No. 2 or of any portion thereof or interest or estate therein, which will be binding upon Owner No. 2, and which will inure to the benefit and protection of Owner No. 1 and Parcel No. 1, or of any portion thereof or interest or estate therein. The easements, covenants and restrictions set forth in this Agreement are intended to create interests in real property, run with the land and be binding upon the Owners and/or tenants of Parcel No. 1 and owners and/or tenants of Parcel No. 2; and

WHEREAS, Owner No. 1 and Owner No. 2 mutually desire the Agreement and covenants contained in this Agreement shall be easements, rights, agreements, and covenants running with the land and shall be binding on their respective successors, assigns and tenants, as the case may be, and inure to the benefit of Parcel No. 1 and Parcel No. 2.

NOW, THEREFORE, the parties do hereby declare that the following rights, obligations, easements, covenants, burdens, uses and privileges shall exist at such times, in the manner and to the extent hereinafter set forth.

1. *Party Wall.* The parties declare that the existing Common Wall and the Common Roof that separate the existing buildings located on Parcel No. 1 and Parcel No. 2 shall at all times and in all respects together and separately be considered a party wall (the Common Wall and Common Roof together and separately being referred to as the “**Party Wall**”).
2. *Use of Party Wall.* Subject to the terms of this Agreement, Owner No. 1 hereby grants to Owner No. 2 the right and easement to use the Party Wall for the support of the existing building constructed on Parcel No. 2. Subject to the terms of this Agreement, Owner No. 2 hereby grants to Owner No. 1 the right and easement to use the Party Wall for the support of the existing building constructed on Parcel No. 1.
3. *Supporting Structure.* The parties declare that the existing portion of the building located on Parcel No.1 that provides subjacent support to the portion of Parcel No. 2 located directly above Parcel No. 1 shall at all times and in all respects be maintained by the Owner No. 1 for the benefit of Owner No. 2 (such portion of the building located on Parcel No.1 being referred to as the “**Parcel No. 1 Supporting Structure**”).
4. *Use of Supporting Structure.* Subject to the terms of this Agreement, Owner No. 1 hereby grants to Owner No. 2 the right and easement to use the Parcel No. 1 Supporting Structure for the support of the existing patio constructed on the portion of Parcel No. 2 which is located directly above Parcel No. 1.
5. *Reciprocal Utility and Access Easements.*

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A. *Parcel No. 1 Utility and Access Easements.* Subject to the terms of this Agreement, Owner No. 2 hereby grants to Owner No. 1 a non-exclusive easement for the purpose of constructing, installing, inspecting, maintaining, operating, repairing, reconstructing, and removing utilities, including but not limited to, serving Parcel No. 1, together with all reasonable rights of ingress and egress on, over, through, along and across Parcel No. 2

necessary for the exercise of the rights herein granted ("Parcel No. 1 Utility and Access Easements") provided, however, that such Parcel No. 1 Utility and Access Easements shall not materially interfere or disrupt the business operations of Owner No. 2 or any tenant of Parcel No. 2.

B. *Parcel No. 2 Utility and Access Easements.* Subject to the terms of this Agreement, Owner No. 1 hereby grants to Owner No. 2 a non-exclusive easement for the purpose of constructing, installing, inspecting, maintaining, operating, repairing, reconstructing, and removing utilities, including but not limited to, serving Parcel No. 2, together with all reasonable rights of ingress and egress on, over, through, along and across Parcel No. 1 necessary for the exercise of the rights herein granted ("Parcel No. 2 Utility and Access Easements") provided, however, that such Parcel 2 Utility and Access Easements shall not materially interfere or disrupt the business operations of Owner No. 1 or any tenant of Parcel No. 1.

6. Repair and Maintenance.

A. *Common Wall Portion.* Each Owner, at its sole cost and expense, shall have the right to maintain, repair, paint, decorate, clean and perform other similar activities on the interior surface of the Common Wall portion of the Party Wall within the existing building facing its respective Parcel.

B. *Common Roof Portion.* Each Owner, at its sole cost and expense, or the Owners, at their shared cost and expense, shall have the right to maintain, repair, replace and perform other similar activities on the exterior surface of the Common Roof portion of the Party Wall. Each Owner shall have the absolute right to maintain, repair, replace and perform other similar activities on the exterior surface of the Common Roof portion of the Party Wall provided, however, that any such maintenance, repair, replacement and other similar activities on the exterior surface of the Common Roof portion of the Party Wall shall not materially interfere or disrupt the business operations of the other Owner or any tenant of Parcel No. 1 or Parcel No. 2.

C. *Parcel No. 1 Supporting Structure.* Owner No. 1, at its sole cost and expense, shall maintain, repair, and replace, as necessary the Parcel No. 1 Supporting Structure to at all times provide subjacent support to the existing patio constructed on the portion of Parcel No. 2 which is located directly above Parcel No.1, except for all acts of negligence or breaches of this Agreement by Owner No. 2 or its tenants, guests, and invitees.

7. *Casualty.* Subject to the indemnification provisions of Section 8 below, in the event of destruction or damage to the Party Wall by fire or other casualty that occurs at or below the point

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of intersection between the Party Wall and the existing buildings on Parcel No. 1 and Parcel No. 2, either Owner may repair or restore the Party Wall, at its sole cost and expense; provided, however, the other Owner shall promptly pay to the repairing Owner fifty percent (50%) of the cost of repair or restoration of the Party Wall. Subject to the indemnification provisions of Section 8 below, in the event of destruction or damage to the Parcel No. 1 Supporting Structure by fire or other casualty, Owner No. 1 shall repair and restore the Parcel No. 1 Supporting Structure, at its sole cost and expense. All such repair and restoration shall be performed in a good and workmanlike manner with materials comparable to those used in the original Party Wall or Parcel No. 1 Supporting Structure, as applicable, and shall conform in all respects with all laws, ordinances, rules and regulations of the Village of Rosemont and all applicable governmental authorities. Whenever the Party Wall or Parcel No. 1 Supporting Structure, as applicable, or any portion thereof shall be repaired or restored, it shall be erected in the same location, on the same line and be of the same height, width, length and load-bearing capacity as the Party Wall or Parcel No. 1 Supporting Structure, as applicable, in existence prior to the casualty. Each Owner shall be responsible for the maintenance, repair and replacement costs for any roof penetrations made by them and to the extent that responsibility for the maintenance, repair and replacement costs for any roof penetrations made lies with an Owner, ingress and egress and access for any roof work to be undertaken shall be limited to the original or an appropriate roof installer and its personnel so as to ensure that the roof warranty, if any, remains valid and in place.

8. *Indemnification.* Each Owner hereby indemnifies and agrees to hold the other Owner harmless from and against any and all cost, damage, liability or expense (including any obligation to contribute to repair or restoration) for any injury to persons, death or property damage arising out of or relating to any damage caused to the Party Wall or Parcel No. 1 Supporting Structure by the negligent acts or omissions of the indemnifying Owner, its employees, agents and representatives. No such indemnifying Owner shall be permitted to seek contribution from the indemnified Owner for repairs or restoration of the Party Wall or Parcel No. 1 Supporting Structure, as applicable, resulting from any such negligent act or omission.

9. *Use of Common Roof.* Owner No. 2 hereby agrees to not allow live music to be performed or amplified music exceeding 55 decibels, measured at the interior of the building located on Parcel No. 1, to be played on the Common Roof area of Parcel No. 2 above Parcel No. 1 to ensure Owner No. 1's and its tenants', guests', and invitees' peaceful enjoyment of Parcel No. 1 with no inconvenience or disturbance to the use of Parcel No. 1.

10. *Amendment and Termination.* All of the covenants, agreements, rights, duties, interests and benefits created hereby or contained herein may be terminated or amended, in whole or in part, only by an instrument executed by Owner No. 1 and Owner No. 2 or their respective successors in interest to the Parcels in question.

11. *Binding Effect.* This Agreement and all of the rights, obligations, easements, covenants, burdens, uses and privileges contained herein are appurtenant to the Parcels described herein, shall

Exhibit C

run with the land and shall bind and inure to the benefit of the Owners and their respective representatives, heirs, successors and assigns.

12. *Applicable Law.* This Agreement shall be governed by the laws of the State of Illinois. If any of the provisions contained herein shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not in any event affect any of the other provisions contained herein and such other provisions shall be valid and enforceable to the fullest extent permitted by law.

13. *Entire Agreement.* This Agreement contains the entire agreement of the Owners in respect of the subject matter hereof and supersedes any prior understandings and agreements between the Owners regarding the subject matter of this Agreement.

14. *Multiple Counterparts.* This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one agreement, but in recording the Agreement and making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties hereto have caused this Party Wall Agreement to be executed and delivered as of the day and year first above written.

OWNER NO. 1:

VILLAGE OF ROSEMONT,
an Illinois home rule municipal corporation

By: _____

Name: Bradley A. Stephens

Its: President

ATTEST:

By: _____

Name: Debbie Drehobl

Its: Village Clerk

Exhibit C

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bradley A. Stephens, the President of Village of Rosemont, and Debbie Drehobl, the Village Clerk of the Village of Rosemont, an Illinois home rule municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2024.

Notary Public
State of _____
My Commission expires: _____

OWNER NO. 2:

CS MASMEX PROPCO, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, the _____ of CS MasMex PropCo, LLC, an Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Exhibit C

Given under my hand and official seal this ____ day of _____, 2024.

Notary Public

State of _____

My Commission expires: _____

List of Exhibits

Exhibit A Legal Description of Parcel No. 1

Exhibit B Legal Description of Parcel No. 2

VILLAGE OF ROSEMONT, ILLINOIS

SCHEDULES OF SPECIAL TAX ALLOCATION FUNDS AND COMPLIANCE WITH STATE OF ILLINOIS INCREMENT ALLOCATION REDEVELOPMENT ACT



FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2024

9501 Technology Blvd
Rosemont, Illinois 60018
Phone: 847.825.4404
www.rosemont.com

**VILLAGE OF ROSEMONT, ILLINOIS
TAX INCREMENT FINANCING AREA FUNDS**

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Section 3.1 (65 ILCS 5/11-74.4-5(d)(5) and 65 ILCS 5/11-74.6-22(d)(5)) [4](#)

Expenditures from the Special Tax Allocation Funds
Section 3.2 (65 ILCS 5/11-74.4-5(d)(5) and 65 ILCS 5/11-74.6-22(d)(5)) [5](#)

Breakdown of the Balance in the Special Tax Allocation Funds
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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE

SUPPLEMENTARY INFORMATION

VILLAGE OF ROSEMONT, ILLINOIS

Analysis of the Special Tax Allocation Funds

Section 3.1 (65 ILCS 5/11-74.4-5(d)(5) and 65 ILCS 5/11-74.6-22(d)(5))

For the Fiscal Year Ended December 31, 2024

	District #4			District #6			District #7			District #8		
	Current	Cumulative	Percent of Total	Current	Cumulative	Percent of Total	Current	Cumulative	Percent of Total	Current	Cumulative	Percent of Total
Revenues												
Taxes												
Property Taxes	\$ 17,648,945	150,759,136	99.79%	4,217,943	29,882,707	99.65%	1,325,913	7,499,924	99.81%	3,408,113	18,121,796	99.57%
Interest	116,238	317,096	0.21%	35,718	104,590	0.35%	6,609	14,542	0.19%	33,142	78,014	0.43%
Total Revenues (Increment)	17,765,183	<u>151,076,232</u>	<u>100.00%</u>	4,253,661	<u>29,987,297</u>	<u>100.00%</u>	1,332,522	<u>7,514,466</u>	<u>100.00%</u>	3,441,255	<u>18,199,810</u>	<u>100.00%</u>
Expenditures (Increment)	<u>19,158,738</u>			<u>34,889,595</u>			<u>38,403,709</u>			<u>24,091,883</u>		
Change in Fund Balances	(1,393,555)			(30,635,934)			(37,071,187)			(20,650,628)		
Fund Balances - Beginning	<u>4,067,279</u>			<u>1,986,636</u>			<u>1,129,794</u>			<u>1,409,555</u>		
Fund Balances - Ending	<u>2,673,724</u>			<u>(28,649,298)</u>			<u>(35,941,393)</u>			<u>(19,241,073)</u>		

VILLAGE OF ROSEMONT, ILLINOIS

Expenditures from the Special Tax Allocation Funds

Section 3.2 (65 ILCS 5/11-74.4-5(d)(5) and 65 ILCS 5/11-74.6-22(d)(5))

For the Fiscal Year Ended December 31, 2024

	<u>District #4</u>	<u>District #6</u>	<u>District #7</u>	<u>District #8</u>
Expenditures (Increment)				
Operating Transfers to Debt Service Funds Used to Pay Debt Service of the TIF Districts	\$ 4,679,423	—	—	—
Operating Transfers to Other Funds Used to Pay Qualified Redevelopment Costs of the TIF Districts	12,862,102	4,483,000	2,673,142	1,922,663
Transfer to TIF Capital Projects Funds to consolidate the TIF District Funds	<u>1,617,213</u>	<u>30,406,595</u>	<u>35,730,567</u>	<u>22,169,220</u>
Total Expenditures (Increment)	<u>19,158,738</u>	<u>34,889,595</u>	<u>38,403,709</u>	<u>24,091,883</u>

VILLAGE OF ROSEMONT, ILLINOIS

Breakdown of the Balance in the Special Tax Allocation Funds

Section 3.3 (65 ILCS 5/11-74.4-5(d)(5) and 65 ILCS 5/11-74.6-22(d)(5))

For the Fiscal Year Ended December 31, 2024

	District #4		District #6		District #7		District #8	
	Amount of	Amount						
	Original Issuance	Designated						
Amount Available								
Fund Balance - End of Year (Increment)	\$	<u>2,673,724</u>		<u>(28,649,298)</u>		<u>(35,941,393)</u>		<u>(19,241,073)</u>
Less Amounts Designated for								
Principal Payments on Bonds Issued								
to Finance Redevelopment Costs:								
General Obligation Bonds, Series 2010A	12,075,000	9,100,000	—	—	—	—	—	—
General Obligation Bonds, Series 2010C	32,635,000	13,795,000	—	—	—	—	—	—
General Obligation Bonds, Series 2011B	24,795,000	8,230,000	—	—	—	—	—	—
General Obligation Bonds, Series 2012A	59,390,000	46,620,000	—	—	—	—	—	—
General Obligation Bonds, Series 2016A	—	—	—	—	—	—	80,375,000	73,245,000
General Obligation Bonds, Series 2016B	—	—	—	—	—	—	19,625,000	17,830,000
General Obligation Bonds, Series 2017	<u>22,345,000</u>	<u>18,635,000</u>	—	—	—	—	—	—
Total Amount Designated for Principal Payments	151,240,000	96,380,000	—	—	—	—	100,000,000	91,075,000
Project Costs		<u>*</u>		<u>*</u>		<u>*</u>		<u>*</u>
Total Amount Designated		<u>96,380,000</u>		<u>—</u>		<u>—</u>		<u>91,075,000</u>
Surplus /(Deficit)		<u>(93,706,276)</u>		<u>(28,649,298)</u>		<u>(35,941,393)</u>		<u>(110,316,073)</u>

*Not Determined



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE AND OTHER MATTERS WITH THE
STATE OF ILLINOIS TAX INCREMENT ALLOCATION REDEVELOPMENT ACT BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH AUDITING
STANDARDS GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA**

June 11, 2025

The Honorable Village President
Members of the Board of Trustees
Village of Rosemont, Illinois

VILLAGE OF ROSEMONT, ILLINOIS

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Rosemont, Illinois, as of and for the year ended December 31, 2024, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated June 11, 2025. We conducted our audit in accordance with auditing standards generally accepted in the United States of America.

Compliance

We have audited the Village of Rosemont, Illinois' compliance with specific compliance requirements of the State of Illinois Tax Increment Allocation Redevelopment Act for the year ended December 31, 2024.

Management's Responsibility for Compliance

Compliance with 65 Illinois Compiled Statutes section 5/11-74.4-3, subsection (q) ("Subsection (q)") is the responsibility of the management of the Village of Rosemont, Illinois.

Auditor's Responsibility

Our responsibility is to express an opinion on the Village of Rosemont, Illinois' compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America and the specific compliance requirements of Subsection (q). Those standards and specific compliance requirements require that we plan and perform the audit to obtain reasonable assurance about whether material noncompliance with those requirements has occurred. An audit includes examining, on a test basis, evidence about the Village of Rosemont, Illinois' compliance with those specific compliance requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the Village of Rosemont, Illinois' compliance with those specific compliance requirements.

Village of Rosemont, Illinois
June 11, 2025

Opinion

In our opinion, the Village of Rosemont, Illinois, complied, in all material respects, with the specific compliance requirements of Subsection (q) for the year ended December 31, 2024.

Other Matters

Our audit of the basic financial statements of the Village of Rosemont, Illinois, as of and for the year ended December 31, 2024, was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying schedules as listed in the table of contents are presented for the purposes of additional analysis as required by the Illinois Tax Increment Allocation Redevelopment Act and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards general accepted in the United States of America, and in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

This report is intended solely for the information and use of the Village's elected officials and management and of the State of Illinois Comptroller and is not intended to be and should not be used by anyone other than these specified parties.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP