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FY 2025

ANNUAL TAX INCREMENT FINANCE REPORT

SUSANA A. MENDOZA
ILLINOIS STATE COMPTROLLER

Name of Municipality:	**Village of Rosemont**	Reporting Fiscal Year:	**2025**
County:	Cook	Fiscal Year End:	**12/31/2025**
Unit Code:	**016/505/32**		

FY 2025 TIF Administrator Contact Information-Required

First Name:	**Lynn**	Last Name:	**Jarog**		
Address:	9501 Technology Blvd, Suite 4000	Title:	CFO		
Telephone:	847-825-4404	City:	Rosemont	Zip:	60018
E-mail	**jarogl@villageofrosemont.org**				

I attest to the best of my knowledge, that this FY 2025 report of the redevelopment project area(s)

in the **City/Village** of: **Rosemont**

is complete and accurate pursuant to Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] and or Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.].

Signed by:
07B096B2F509478...

6/26/2026

Written signature of TIF Administrator **Date**

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*)

FILL OUT ONE FOR EACH TIF DISTICT

Name of Redevelopment Project Area	Date Designated MM/DD/YYYY	Date Terminated MM/DD/YYYY
Village of Rosemont TIF 8 Balmoral-Pearl Street	2/10/2016	N/A

*All statutory citations refer to one of two sections of the Illinois Municipal Code: The Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

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

FY 2025

Name of Redevelopment Project Area:

VILLAGE OF ROSEMONT TIF 8 BALMORAL-PEARL STREET

Primary Use of Redevelopment Project Area*:	Combiantion Mixed

***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	**X**
Industrial Jobs Recovery Law	

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 (Labled 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 ***submitted to*** the municipality ***by*** 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	
Letter from the Mayor/Village President designating the municipality's TIF Administrator. **Must include the phone number and email address of the designated party (Labeled Attachment O.)**	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 2025

Name of Redevelopment Project Area:

VILLAGE OF ROSEMONT TIF 8 BALMORAL-PEARL STREET

Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period $ (19,241,073)

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	$ 3,744,803	$ 21,866,599	77%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	$ 24,409	$ 102,423	0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources	$ 6,273,756	$ 6,273,756	22%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

All Amount Deposited in Special Tax Allocation Fund $ 10,042,968

Cumulative Total Revenues/Cash Receipts $ 28,242,778 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) $ 9,756,962

Transfers to Municipal Sources

Distribution of Surplus

Total Expenditures/Disbursements $ 9,756,962

Net/Income/Cash Receipts Over/(Under) Cash Disbursements $ 286,006

Previous Year Adjustment (Explain Below)

FUND BALANCE, END OF REPORTING PERIOD* $ (18,955,067)

* 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 2025

Name of Redevelopment Project Area:

VILLAGE OF ROSEMONT TIF 8 BALMORAL-PEARL STREET

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	$ 184,932	
Auditing	$ 8,548	
Legal and other professional services	$ 163,570	
		$ 357,050
2. Annual administrative cost.		
		$ -
3. Cost of marketing sites.		
		$ -
4. Property assembly cost and site preparation costs.		
Construction	$ 8,645,054	
Developer Contribution	$ 331,033	
Ground Lease	$ 50,505	
		$ 9,026,592
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.		
		$ -
6. Costs of the constructuion of public works or improvements.		
		$ -

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.		
Interest	$ 373,320	
		$ 373,320
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.		
		$ -

13. Relocation costs.		
		$ -
14. Payments in lieu of taxes.		
		$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		$ -
17. Cost of day care services.		
		$ -
18. Other.		
		$ -

TOTAL ITEMIZED EXPENDITURES		**$ 9,756,962**

Section 3.2 B [Information in the following section is not required by law, but may be helpful in creating fiscal transparency.]

FY 2025

Name of Redevelopment Project Area:

VILLAGE OF ROSEMONT TIF 8 BALMORAL-PEARL STREET

List all vendors, including other municipal funds, that were paid in excess of $10,000 during the current reporting year.

Name	Service	Amount
BUILT BEST FENCE CO	Construction	$ 3,425.00
CHRISTOPHER B BURKE ENGINEERING LTD	Professional Services Engineering	$ 167,932.04
ELEVATOR INSPECTION SERVICE COMPANY IN	Professional Services All Other Professional Services	$ 125.00
KONE CHICAGO	Professional Services All Other Professional Services	$ 3,921.00
KONE CHICAGO	Professional Services All Other Professional Services	$ 600.00
KRIMSON VALLEY LANDSCAPE COMPANY	Professional Services All Other Professional Services	$ 3,024.00
RYAN & RYAN	Professional Services Legal	$ 80,900.00
TGRWA	Professional Services Engineering	$ 17,000.00
TGRWA	Construction	$ 8,000.00
MVP PLUMBING CORP	Construction	$ 7,560.00
DAKTRONICS INC	Construction	$ 1,010,076.65
OLYMPIK SIGNS	Construction	$ 314,812.50
OLYMPIK SIGNS	Construction	$ 312,161.50
DAXAM INC	Construction	$ 7,175.75
DAVE & BUSTERS INC	Developer Contribution	$ 131,780.43
ROSEMONT BALMORAL HOTEL LLC	Developer Contribution	$ 199,252.56
GRAVITY ARCHITECTURE & DESIGN LLC	Construction	$ 246,945.15
PEAK CONSTRUCTION CORPORATION	Construction	$ 6,717,662.99
K&M PRINTING	Construction	$ 17,235.00
SEGOVIA PARTNERS ILLINOIS	Professional Services All Other Professional Services	$ 75,000.00
VILLAGE OF ROSEMONT - GENERAL FUND	INTEREST ON ADVANCE	$ 373,320.00

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

FY 2025

Name of Redevelopment Project Area:

VILLAGE OF ROSEMONT TIF 8 BALMORAL-PEARL STREET

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

FUND BALANCE BY SOURCE	$ (18,955,067)

1. Description of Debt Obligations	**Amount of Original Issuance**	**Amount Designated**
General Obligation Bonds, Series 2016A	$ 80,375,000	$ 71,235,000
General Obligation Bonds, Series 2016B	$ 19,625,000	$ 17,345,000
Total Amount Designated for Obligations	$ 100,000,000	$ 88,580,000

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

TOTAL AMOUNT DESIGNATED	$ 88,580,000
SURPLUS/(DEFICIT)	$ (107,535,067)

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2025

Name of Redevelopment Project Area:

VILLAGE OF ROSEMONT TIF 8 BALMORAL-PEARL STREET

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

X	**Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.**

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

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 2025

Name of Redevelopment Project Area:

VILLAGE OF ROSEMONT TIF 8 BALMORAL-PEARL STREET

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. **NO** projects were undertaken by the Municipality Within the Redevelopment Project Area.	

2. The municipality **DID** undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	X
2a. The total number of **ALL** activities undertaken in furtherance of the objectives of the redevelopment plan:	7
2b. The **NUMBER** of new projects undertaken in fiscal year 2022 or any fiscal year thereafter, within the Redevelopment Project Area.	1

LIST ALL 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)	$ 10,500,000	$ -	$ -
Public Investment Undertaken	$ 82,200,000	$ -	$ -
Ratio of Private/Public Investment	6/47		0

Project 1 Name: LifeSource

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

Project 2 Name:Ball Park and parking Garage

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	$ 54,000,000		
Ratio of Private/Public Investment	0		0

Project 3 Name:Dave and Busters

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	$ 7,700,000		
Ratio of Private/Public Investment	0		0

Project 4 Name:South Pearl Garage

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	$ 10,000,000		
Ratio of Private/Public Investment	0		0

Project 5 Name:Rose Hotel

Private Investment Undertaken (See Instructions)	$ 4,500,000		
Public Investment Undertaken	$ 1,600,000		
Ratio of Private/Public Investment	2 13/16		0

Project 6 Name:Reataurants

Private Investment Undertaken (See Instructions)	$ 6,000,000		
Public Investment Undertaken	$ 7,000,000		
Ratio of Private/Public Investment	6/7		0

PAGE 2 **ATTACH ONLY IF PROJECTS ARE LISTED**

Project 7 Name:EXP

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	$ 1,900,000		
Ratio of Private/Public Investment	0		0

Project 8 Name:

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

Project 9 Name:

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

Project 10 Name:

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

Project 11 Name:

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

Project 12 Name:

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

Project 13 Name:

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

Project 14 Name:

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

Project 15 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 2025

Name of Redevelopment Project Area:

VILLAGE OF ROSEMONT TIF 8 BALMORAL-PEARL STREET

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, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement.	

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, 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 2025

Name of Redevelopment Project Area:

VILLAGE OF ROSEMONT TIF 8 BALMORAL-PEARL STREET

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	

SECTION 8 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2025

Name of Redevelopment Project Area:

VILLAGE OF ROSEMONT TIF 8 BALMORAL-PEARL STREET

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area.

Year of Designation	Base EAV	Reporting Fiscal Year EAV
2016	$ 4,895	TY24 $35,965,088

List all overlapping tax districts in the redevelopment project area.
If overlapping taxing district received a surplus, list the surplus.

X	**Indicate an 'X' if the overlapping taxing districts did not receive a surplus.**

Overlapping Taxing District	Surplus Distributed from redevelopment
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -

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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. 8

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, 2025 and ending December 31, 2025.

Signed by:
F95A070C0B6D40B...

6/26/2026
DATE

RE: Attorney Review TIF Compliance TIF No. 8

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, 2025 and ending December 31, 2025 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.

The Village entered into a Restated Real Estate Purchase & Sale & Development Agreement for a portion of the subject TIF Area to facilitate the sale of vacant Village-owned property to facilitate the redevelopment thereof with a restaurant in furtherance of the goals and objectives of the subject TIF Area.

The Village entered into a Restated Parking Agreement for a portion of the subject TIF Area to facilitate and in furtherance of the goals and objectives of the subject TIF Area.

The Village entered into a Restated Parking Agreement for a portion of the subject TIF Area to facilitate and in furtherance of the goals and objectives of the subject TIF Area.

The Village entered into an Amendment to Parking Agreement for a portion of the subject TIF Area to facilitate and in furtherance of the goals and objectives of the subject TIF Area.

Attachment E. Description of Agreements Regarding Property Disposition or Redevelopment

The Village entered into a Restated Real Estate Purchase & Sale & Development Agreement for a portion of the subject TIF Area to facilitate the sale of vacant Village-owned property to facilitate the redevelopment thereof with a restaurant in furtherance of the goals and objectives of the subject TIF Area. (Attachment E1)

The Village entered into a Restated Parking Agreement for a portion of the subject TIF Area to facilitate and in furtherance of the goals and objectives of the subject TIF Area. (Attachment E2)

The Village entered into a Restated Parking Agreement for a portion of the subject TIF Area to facilitate and in furtherance of the goals and objectives of the subject TIF Area. (Attachment E3)

The Village entered into an Amendment to Parking Agreement for a portion of the subject TIF Area to facilitate and in furtherance of the goals and objectives of the subject TIF Area. (Attachment E 4)

RESTATED REAL ESTATE PURCHASE & SALE & DEVELOPMENT AGREEMENT

THIS RESTATED REAL ESTATE PURCHASE & SALE & DEVELOPMENT AGREEMENT (the "Restated Agreement") is made as of the Contract Date (defined hereinafter) by and between VILLAGE OF ROSEMONT, ILLINOIS, an Illinois municipal corporation (the "Seller") and 9902 BERWYN AVENUE LLC, a Delaware limited liability Company as assignee of S POINT VENTURES ACQUISITIONS, LLC, an Illinois limited liability company ("Purchaser").

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"), the Seller is empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified either as, or a combination of, a "conservation area" and/or "blighted area," as defined under the TIF Act.

B. Pursuant to the terms of the Pearl Street Redevelopment Plan and Redevelopment Project TIF No. 8 ("TIF No. 8")" the Seller designated a certain area within its municipal limits for redevelopment and revitalization with hotel, commercial, retail and office uses.

C. The site proposed for the redevelopment and revitalization that is the subject of this Restated Agreement is depicted on Exhibit A as the Property (defined hereinafter) and is located within the Pearl Street District as depicted on Exhibit B attached hereto and made a part hereof (the "Pearl Street District").

D. Purchaser proposes to cause the construction of a free-standing restaurant building of approximately 9,341 square feet excluding the patio and trash area on the Property.

E. The Seller, in order to insure the development of the Property requires certain assurances, as hereinafter set forth, that Purchaser will perform certain acts and fulfill certain conditions.

F. Purchaser, in order to insure the development of the Property requires certain assurances, as hereinafter set forth, that the Seller will perform certain acts and fulfill certain conditions.

G. It is the desire of the Seller and Purchaser that the development and construction of the Property proceed as conveniently and expeditiously as possible, subject to the Seller'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 Restated Agreement and applicable law.

H. The corporate authorities of the Seller, after due and careful consideration, have concluded that the development of the Property provided in this Restated Agreement furthers the goals and objectives of TIF No. 8, will further the growth of the Seller, increase the assessed valuation

of the real estate situated within the Village of Rosemont, Illinois ("Village"), increase the sales tax revenues realized by the Village and foster increased economic activity within the Village.

I. The development of the Property pursuant to this Restated Agreement, and the fulfillment generally of this Restated 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 Seller'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 Seller possesses the authority and power to enter into this Restated Agreement.

K. As a result of the improvements to be undertaken as part of this Restated Agreement, the Seller expects that significant real estate and sales tax revenues will be generated and the proposed development on the Property will serve to enhance the tax base of the Village and other governmental entities.

L. The terms and conditions of these recitals are restated in the body of this Restated Agreement.

RESTATED AGREEMENTS

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and of other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties hereto) Seller and Purchaser agree as follows:

1. Real Estate Purchase & Sale & Development Agreement. The Seller and Purchaser executed that certain Real Estate Purchase & Sale & Development Agreement dated January 6, 2025, that certain First Amendment to Real Estate Purchase & Sale & Development Agreement dated March 10, 2025, and that certain Second Amendment to Real Estate Purchase & Sale & Development Agreement dated April 1, 2025 (collectively the "Original PSA") and by entering into this Restated Purchase & Sale & Development Agreement Seller and Purchaser do hereby agree the Original PSA is terminated and of no further force or effect.

2. The Property. Subject to the terms and conditions contained in this Restated Agreement, Seller agrees to sell to Purchaser, and Purchaser hereby agrees to purchase, the approximately 15,829 square feet of real estate depicted in Exhibit A attached hereto (the "Land"), including any easements now existing on or at the Land (collectively the "Appurtenances"). The Land and Appurtenances are collectively referred to in this Restated Agreement as, the "Property". The Property is located in the Pearl Street District which is located in TIF No. 8 Pearl Street Project that has been developed, or will be developed, with a mixed-use development including, but not limited to, hotels, restaurants and entertainment venues.

3. Purchase Price. The purchase price for the Property shall be Ten and no/100 Dollars ($10.00) (the "Purchase Price"). The Purchase Price shall be payable (plus or minus prorations made pursuant to this Restated Agreement) to Seller by Purchaser in cash or other immediately available funds at the Closing (hereinafter defined).

4. IEPA Plan. Seller and Purchaser agree that the Illinois Environmental Protection Agency ("IEPA") by that certain letter dated July 3, 2025, approved the Remedial Action Plan filed by Seller related to the Property. Purchaser agrees that Purchaser is satisfied with and accepts the Remedial Action Plan and its approval by the IEPA. Seller and Purchaser, each for their respective parts, agree to follow the Remedial Action Plan in order for Seller to obtain a no further remediation letter ("NFR") from the IEPA for the Property and the Seller's adjacent EXP property.

5. Feasibility and Due Diligence. Purchaser agrees and acknowledges that Purchaser has performed all necessary due diligence, has satisfied itself as to the physical, economic and/or suitability conditions necessary, required or desired for Purchaser's proposed ownership of the Property and is prepared to proceed to purchase the Property pursuant the terms of this Restated Agreement.

6. Parking Agreement. Contemporaneously with the delivery by Purchaser of the Restated Agreement to Seller, Purchaser shall deliver to Seller an executed copy of the Parking Agreement attached hereto as Exhibit C and (ii) an executed copy of the construction staging letter attached hereto as Exhibit D (the "Construction Staging Letter").

7. Restaurant Lease. Contemporaneously with the delivery by Purchaser of the Restated Agreement to Seller, Purchaser shall deliver to Seller a fully executed lease for the restaurant to be located on the Property (the "Restaurant Lease"). The Restaurant Lease is contingent on the matters described on Exhibit H attached hereto. Seller shall advise Purchaser within seven (7) days of the Contract Date whether the Restuarant Lease is approved, which approval may not be unreasonably withheld. Purchaser covenants and agrees to use its best efforts to satisfy those Restaurant Lease conditions described on Exhibit H that are within the Purchaser's control to satisfy.

8. Zoning Board Approval. Seller and Purchaser agree that on February 10, 2025 the President and Village Board of Trustees of the Village of Rosemont enacted ordinance no. 2025-2-10D approving (i) a special use for the establishment and operation of a restaurant with a patio in the D Commercial zoning district and (ii) a variance from the sign ordinance as described in the sign package submitted to the Zoning Board of Appeals for the Property. Seller represents to Purchaser that the Village of Rosemont has issued all Zoning approvals , including a special use permit, and sign variances necessary for the establishment and operation of a restaurant with a patio on the Property

9. IDOT Approval. Seller and Purchaser agree that the Illinois Department of Transportation ("IDOT"), by that certain letter dated November 21, 2024, approved an outdoor advertising sign to be located on route I-294 in Rosemont and that said sign has been assigned Permit No. 016-502322.

10. MWRD Approval. Seller and Purchaser agree that the Metropolitan Water and Reclamation District ("MWRD"), by that certain letter dated April 30, 2025, approved the development of the Property. If necessary, Seller, at its cost, will apply for any MWRD permit,

approval or amendment required to accommodate the trash/service area of the Property. Purchaser will be responsible and pay for the design and construction of the trash/service area.

11. Plat of Subdivision. Seller agrees that at the Village Board Meeting on October 13, 2025, the Village Board approved a plat of subdivision in substantial form attached hereto as **Exhibit F** ("**Subdivision Plat**") which Subdivision Plat will create the Property as a legally formed lot containing 15,829 square feet. Seller shall record the Subdivision Plat with the Cook County Recorder of Deeds office as soon as possible after securing all required public utility signatures on the Subdivision Plat and shall immediately after recording provide Purchaser with a copy of the recorded Subdivision Plat.

12. FAA Approval. The Seller and Purchaser agree that the Federal Aviation Administration ("**FAA**"), by that certain letter dated June 18, 2024, approved the development of the Property; provided that pursuant to said letter, said approval expires on December 18, 2025 and Purchaser, at its sole cost and prior to Closing, shall obtain an extension of said expiration date from the FAA.

13. Restaurant Plans. Seller acknowledges and agrees that comprehensive plans for the restaurant to be built on the Property ("**Restaurant Plans**") have been delivered to Seller. Provided the Restaurant Plans are code compliant or revised so as to be code compliant, a building permit for the restaurant based on the Restaurant Plans ("**Building Permit**") will be issued at the Closing.

14. Inspection. Purchaser, its agents, representatives and employees may inspect the Property for such purposes as Purchaser may reasonably require. If and to the extent that Purchaser or its representatives enter upon the Property during the course of its inspections, Purchaser shall maintain and cause its representatives and agents entering the Property to maintain and have in effect commercial general liability insurance with (i) limits of not less than $1,000,000 per occurrence for personal injury, including bodily injury and death, and property damage, and (ii) Seller named as an additional insured party. Purchaser shall deliver to Seller a copy of the certificates of insurance effectuating the required insurance before Purchaser or its representatives enter upon the Property. Purchaser agrees to indemnify, defend and hold Seller harmless from and against all loss, liability, damage and costs which may be incurred by Seller caused by Purchaser and its agents as a result of its entry on the Property, and agrees in the event any drilling is done on the Property to repair the Property in such condition as it was prior to the drilling. Purchaser's indemnity referred to above shall survive the Closing or termination of this Restated Agreement.

15. Title Insurance; Survey.

a. As soon as possible after the Subdivision Plat has been recorded, Seller shall obtain, and deliver to Purchaser, a commitment to issue a 2021 ALTA owner's policy of title insurance (the "**Commitment**") issued by Greater Illinois Title Company as issuing agent for Stewart Title Guaranty Company's Chicago office or such other title company and agent agreed upon by the parties (the "**Title Company**") showing that Seller owns fee simple title to Lot 5 of which the Property is a part.

b. As soon as possible after the date the Subdivision Plat has been recorded, Seller shall obtain, and deliver to Purchaser, a current survey of the Property prepared by an Illinois licensed surveyor in accordance with 2021 ALTA surveying standards and the following Table A items: 1, 2, 3, 4, 6 (a) & (b), 7, 8, 9, 13, 14, 16, 17 & 18 (the "Survey").

c. Purchaser shall notify Seller within twenty (20) days after Purchaser's receipt of the last of (i) the Commitment, (ii) the Survey and (iii) legible copies of all of the recorded title documents shown on the Commitment, of any objections to title and/or the Survey. If Seller does not, within fifteen (15) days after receipt of such objections to title and/or Survey, clear title and have such exceptions (or survey matters) removed from the Commitment (and/or Survey) as exceptions (or survey matters), satisfactorily to Purchaser, in Purchaser's discretion, then Purchaser shall have the right to terminate this Restated Agreement on ten (10) days written notice to Seller and, upon the expiration thereof, if such exceptions (or survey matters) are not removed from the Commitment (or the Survey) and title (or the Survey) is not satisfactorily clear, as determined by Purchaser, in Purchaser's sole discretion, this Restated Agreement shall terminate and become null and void and neither party shall have any further obligation to the other hereunder. If Purchaser does not terminate this Restated Agreement as provided for in this paragraph, at Closing, Seller shall, at its cost, obtain a title insurance policy in conformance with the Commitment, with extended coverage (the "Title Policy"), which Title Policy (i) shall be for a value of no less than One Hundred Thousand ($100,000.00) Dollars, (ii) shall be subject only to those exceptions to title that Purchaser has not objected to (the "Permitted Exceptions") and, (iii) shall not contain, in light of the Seller's Work (defined hereinafter) to be performed by Seller prior to Closing, a "new construction" title exception. Notwithstanding anything to the contrary contained herein, the Purchaser shall take title to the Property subject to real estate taxes not yet due and payable and same will be a Permitted Exception.

Further, the following restrictions shall also be Permitted Exceptions: a use restriction that says that (i) so long as a "Dave & Buster's" or other restaurant bar that also offers entertainment-recreation-amusement games or activities ("Entertainment Operation") is operating on the Dave & Buster's property known as Lot 4 in the Pearl Street District, (a) no space on the Property in excess of five hundred (500) square feet may be used by Purchaser and its successors and assigns for a primary business as an Entertainment Operation and (b) no space on the Property may be used by (1) Lucky Strike Bowling Lanes, (2) Pinstripes, (3) Big Al's, (4) Game Works, or (5) Round One; (ii) so long as a ticketed immersive experience is operating within the Pearl Street District no space on the Property may be used by Purchaser and its successors and assigns for a primary business as a ticketed immersive experience; (iii) so long as a "Carmine's"" or other restaurant venue that specializes in offering Italian cuisine as its primary menu fare is operating in the Pearl Street District no space on the Property may be used by Purchaser and its successors and assigns for a restaurant venue that specializes in offering Italian cuisine as its primary menu fare; provided that the normal and customary operation of the restaurant tenant identified in the Restaurant Lease (the "Tenant") and approved by Seller shall not be deemed to have violated this restriction; and (iv) so long as a "Truluck's"" or other restaurant venue that specializes in offering seafood cuisine as its primary menu fare is operating in the Pearl Street District no space on the Property may be used by Purchaser and its successors and assigns for restaurant venue that specializes in offering seafood cuisine as its primary menu fare; provided that the normal and customary operation of the restaurant tenant identified in the Lease and approved by Seller shall not be deemed to have violated this restriction.

Purchaser acknowledges that Seller has obtained, and delivered to Purchaser, a copy of a lease amendment for the tenant known as Carmine's whereby Carmine's has agreed to honor the exclusive of the restaurant tenant identified in the Lease. Seller agrees to request from the owner of the Truluck's parcel and if obtained from the owner, deliver to Purchaser, prior to Closing, a lease amendment for the tenant known as Truluck's whereby Truluck's agrees to honor the exclusive of the restaurant tenant identified in the Lease; provided that said Truluck's lease amendment shall not be a condition of Purchaser's obligation to close the transaction contemplated by this Restated Agreement.

16. Closing and Possession.

a. The closing of the transaction contemplated hereby (the "**Closing**") shall take place in the offices of the Title Company or in such other place which may be mutually agreed upon by the parties. The date of Closing (the "**Closing Date**") shall be no later than seven (7) days after the later to occur of (i) the recording of the NFR and (ii) the completion of Seller's Work, or such other date agreed to by the parties.

b. At the Closing, Seller shall deliver (i) Purchaser possession of the Property, free and clear of any tenants, occupants and/or rights of possession, (ii) Purchaser (or the Title Company, as appropriate) the following documents (drafts of which shall be delivered to Purchaser's counsel for its approval at least three (3) days prior to the Closing Date):

1. a duly executed and acknowledged special Warranty Deed conveying to Purchaser (or its designee or nominee) insurable, fee simple title to the Property (the "**Deed**");

2. the Title Policy;

3. a FIRPTA affidavit executed by Seller;

4. a Closing Statement;

5. the Seller signed Parking Agreement;

6. the Subdivision Plat as recorded;

7. the Seller's Completion Notice;

8. the Seller signed Construction Staging Letter;

9. the Building Permit provided the application and Restaurant Plans are code compliant ;

10. the recorded NFR from the IEPA for the Property;

11. a final waiver of lien for Seller's managing agent for the Property, if any; and

12. such other documents as may be reasonably required to consummate the transaction contemplated herein in accordance with the provisions of this Restated Agreement (including, without limitation, an ALTA owner's statement, county, state and city transfer declarations, a GAP personal undertaking and an Affidavit of Title).

c. At the Closing, Purchaser shall deliver to Seller (or to the Title Company, as appropriate) the following:

1. the Purchase Price;

2. a Closing Statement;

3. the Purchaser signed Parking Agreement;

4. the Purchaser signed Construction Staging Letter;

5. Purchaser's written certification accepting and approving Seller's Work; and

6. such other documents as may be reasonably required to consummate the transaction contemplated herein in accordance with the provisions of this Restated Agreement.

d. The Closing shall be consummated through an escrow pursuant to written instructions consistent with the provisions of this Restated Agreement. The cost of the escrow shall be shared equally by the parties.

17. Prorations and Closing Costs. Seller shall pay the following costs in connection with the Closing: (i) state, county and local documentary stamps, if any, which are required to be affixed to or paid in connection with the Deed, (ii) the cost of recording any corrective instrument or any satisfaction or release of lien or mortgage pertaining to the Seller, (iii) the cost of the Title Policy in the amount of $100,000.00, (iv) one-half of the escrow and closing costs, and (v) the cost of the Survey.

Purchaser shall pay (i) the cost of recording the mortgage and any other security instrument relating to such loan or financing, (ii) the cost of recording the Deed, (iii) one-half of the escrow and closing costs, and (iv) the additional cost to increase the cost of the Title Policy in excess of $100,000.00.

Purchaser and Seller agree the Property is municipally owned and is currently exempt from general real estate taxes. The parties agree that so long as the Property is exempt from general real estate taxes for the year of Closing, there shall be no general real estate tax proration at Closing.

For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property for the entire day upon which the Closing occurs. All such prorations shall be made on

the basis of the actual number of days of the year and month which shall have elapsed as of the Closing Date.

18. Condemnation or Casualty.

a. In the event Seller learns of any eminent domain or condemnation action before or on the Closing Date which affects the Property, Seller shall immediately advise Purchaser of same and Purchaser shall have the right, to be exercised by delivery of written notice to Seller within ten (10) days after receipt of Seller's notice, to terminate this Restated Agreement. If Purchaser exercises the aforesaid right to terminate, upon such exercise, neither party shall have any further liability or obligation to the other under this Restated Agreement, except for such obligations which expressly survive a termination of this Restated Agreement. In the event that Purchaser does not exercise the right to terminate which is conferred upon Purchaser above, the obligations of Purchaser and Seller to close hereunder shall not be altered and Seller shall assign to Purchaser its right to receive all proceeds or awards that may thereafter be made for any taking or condemnation of all or any part of the Property and the Purchase Price shall be reduced by the amount of any proceeds or awards collected by Seller prior to the Closing.

b. In the event of any casualty damaging the Property following the Contract Date, the obligations of Purchaser and Seller to close hereunder shall not be altered.

19. Brokerage. Seller and Purchaser represent and warrant, each to the other, that neither has contacted, consulted, or become in any way connected with any broker, finder, or other such party in connection with this Restated Agreement or the sale contemplated herein. Seller and Purchaser shall each defend, indemnify, and hold harmless the other, against any and all claims of brokers, finders, or the like, and against the claims of all parties asserting the right to a commission or similar fee through the acts of the other, the other's partners, agents, or affiliates in connection with this Restated Agreement. Each party's indemnity obligation shall include all damages, losses, costs, liabilities, and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all the matters against which the other is indemnified hereunder. The provisions of this paragraph shall survive the Closing or termination of this Restated Agreement.

20. Representations and Warranties.

A. Seller represents and warrants that:

a. There is no action, suit or proceeding pending or threatened against Seller or the Property, nor are any outstanding judgments, arbitration awards, decrees, or orders of any kind pending against Seller or the Property.

b. There are no tenants in possession or leases encumbering the Property whose leases will not terminate, or cannot be terminated, prior to the Closing Date.

c. Intentionally Left Blank.

d. All documentation delivered or to be delivered to Purchaser by Seller pursuant to this Restated Agreement shall to the best of Seller's knowledge be accurate and complete.

e. To the best of Sellers knowledge, there is no existing, proposed or contemplated plan to construct, widen, modify or realign any street or highway adjacent to the Property or any existing, proposed or contemplated eminent domain proceeding by Seller that would affect the Property in any way.

f. Seller has not received any notices of violation from any state, municipal or county governmental or agency relating to the Property.

g. Neither Seller, nor Seller's agents, have received any notice from any federal, state or local governmental authority or agency of any violation of any zoning, building, fire, safety or health laws, ordinances, rules, regulations or requirements with respect to the Property that have not heretofore been corrected.

h. Seller is not subject to any agreement, including, but not limited to any right of first refusal or option to purchase granted to a third party, which shall prevent it from completing the sale of the Property to Purchaser under the terms of this Restated Agreement.

i. There are no written agreements, easements, licenses or operating agreements regarding the operation, use or development of the Property that would not appear on the public records of the county where the Property is located except for those in Paragraph 10(c).

If Seller receives any such notice, or if Seller is unable to restate any of the above representations at Closing, Seller shall promptly notify Purchaser of same and Purchaser shall have the right to terminate this Restated Agreement, upon written notice to Seller. At Closing, Seller shall deliver to Purchaser a restatement of the above representations.

B. Purchaser hereby represents and warrants to Seller the following:

i. Purchaser has full capacity, right, power and authority to execute and deliver this Restated Agreement and at Closing, Purchaser will have full capacity, right, power, and authority to perform this Restated Agreement and all documents to be executed by Purchaser pursuant hereto. The individual signing this Restated Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser is, are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto. This Restated Agreement and all documents to be executed pursuant hereto by Purchaser are and shall be binding upon and enforceable against Purchaser in accordance with their respective terms.

ii. Neither Purchaser nor any affiliate are identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the "Blocked Persons Lists") including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control, and (ii) Purchaser is in compliance with the Patriot Act. Pub. L. No. 107-56, 115 Stat. 272 Oct. 26, 2001).

Purchaser covenants to Seller that if Purchaser becomes aware that they or any affiliate are identified on any Blocked Persons List or that Purchaser is not in compliance with the Patriot Act, Purchaser shall immediately notify Seller in writing of such information. Purchaser further agrees that in the event Purchaser or any affiliate of Purchaser are at any time identified on any Blocked Persons List or are not in compliance with the Patriot Act, such event shall be an event of default, and shall entitle Seller to exercise any and all remedies provided in this Restated Agreement or otherwise permitted by law. Purchaser does hereby agree to hold harmless and indemnify Seller from and against any loss, claim or damage which results from any breach of Purchaser's representations, warranties and covenants, pursuant to this Section 20B.

If Purchaser receives any such notice, or if Purchaser is unable to restate any of the above representations at Closing, Purchaser shall promptly notify Seller of same and Seller shall have the right to terminate this Restated Agreement, upon written notice to Purchaser. At Closing, Purchaser shall deliver to Seller a restatement of the above representations.

The representations and warranties contained in this Restated Agreement shall survive the Closing.

21. Default. If the Closing does not occur due to a default on the part of Purchaser, then Seller's sole and exclusive remedy shall be to terminate this Restated Agreement, in which case this Restated Agreement shall terminate and be of no further force or effect except for those obligations contained in this Restated Agreement which expressly survive a termination hereof.

If the Closing does not occur due to a default on the part of Seller, then Purchaser's sole and exclusive remedies shall be either to (i) pursue the right of specific performance or (ii) terminate this Restated Agreement in which case this Restated Agreement shall terminate and be of no further force or effect except for those obligations in the Restated Agreement which expressly survive the termination hereof.

After the Closing, if Purchaser defaults on any of its post-closing obligations set forth in Section 25 and fails to cure the same within ten (10) business days of notice of the default from Seller, Seller shall have the right of specific performance of Purchaser's obligations set forth in Section 25.

No party shall be in default of this Restated Agreement, nor shall any party have the right to exercise any remedy available to it under this Restated Agreement until after the service on the non-performing party of written notice of said default and the expiration of ten (10) business days from said written notice.

Except as provided for in this Section, after Closing both Purchaser and Seller shall have the right to pursue any remedy at law or equity for any default or violation of this Restated Agreement; provided that under no circumstances shall either party be liable to the other for consequential or punitive damages

The provisions of this Section shall survive the Closing.

22. Notices. All notices permitted or required pursuant to this Restated Agreement shall be in writing and shall be deemed to have been served when sent by certified mail, return receipt requested, postage prepaid, e-mail or via Federal Express or other nationally recognized overnight express courier and addressed to the parties to whom such notices are intended as set forth below:

If to the Purchaser: 9902 BERWYN AVENUE LLC
c/o S Point Ventures, LLC
150 Skokie Blvd. #505
Northbrook, IL 60062
Attn: Andy Stein
astein@spointventures.com

with copies to: Becker Gurian
513 Central Avenue, 4th Floor
Highland Park, Illinois 60035
Attn: Jeffrey B. Gurian, Esq.
jeff@beckergurian.com

If to the Seller: Village of Rosemont
Attn: Village Clerk
9501 Technology Boulevard, Suite 4000
Rosemont, Illinois 60018
MayorsOffice@VillageofRosemont.org

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

23. Covenants of Seller. During the pendency of this Restated Agreement, Seller shall (a) not make any new leases of the Property, or extend any existing lease, or occupancy agreement, of the Property, without the prior written consent of Purchaser, unless same can be terminated, and are terminated, prior to the Closing Date; (b) not grant or convey (or modify any existing) any easement, license, permit or any other legal or beneficial interest in or to the Property, without the prior written consent of Purchaser; (c) not violate, or allow the violation of, any law, ordinance, rule or regulation affecting the Property; (d) pay, as and when the same are due, all payments on any encumbrances, or assessments presently affecting the Property through the Closing Date; (e) operate and maintain the Property in accordance with Seller's normal maintenance and management practices utilized in the ordinary course of Seller's business; (f) except as provided herein, not make any material alterations or changes to the Property, except in the ordinary course of business; (g) promptly notify Purchaser in writing of any litigation or governmental proceeding to which Seller is or becomes a party affecting the Property or any part thereof, and shall cure same at Seller's sole cost and expense; and (h) promptly issue a certificate of occupancy for the Property provided the

restaurant is completed and ready for its intended use, subject to all applicable Village requirements and the provisions of this Restated Agreement.

24. Conditions of Closing.

A. Notwithstanding anything to the contrary contained in this Restated Agreement, Seller shall have no obligation to close the transaction contemplated hereby unless, prior to, or at, Closing, Purchaser provides Seller with the following, the sufficiency of which shall be determined in the Seller's reasonable discretion: (i) evidence that Purchaser's Restaurant Lease for the Property previously approved by Seller is in full force and effect, (ii) an unredacted (subject to below) construction contract between Purchaser's Tenant and its contractor to construct the restaurant and site improvements on the Property, (iii) a letter from Purchaser's lender that the loan the lender is making to the Purchaser includes loan funds sufficient to pay for the site improvements that are Purchaser's responsibility to construct pursuant to the Restaurant Lease, (iv) a certified current copy of the Limited Liability Operating Agreement of the Purchaser, (v) evidence that Purchaser has reimbursed (or will, at Closing, reimburse) Seller for the Reimbursable Costs as listed in Section 31 herein and that Purchaser has paid (or will pay at Closing) the Seller the fees necessary and required so the Seller can issue the Building Permit, and (vi) Purchaser's written certification to Seller accepting and approving all of Seller's Work described in Section 31. Seller agrees that the unredacted construction contract between Purchaser's Tenant and its contractor is confidential and will not be shared with any person or entity other than the mayor of Rosemont and other members of the Board of Trustees of the Village of Rosemont, on a need to know basis only. Purchaser acknowledges Seller must disclose the actual construction contract price with the Cook County Assessor. If the actual construction contract price is redacted from the construction contract, the Village will accept a sworn affidavit from Purchaser's Tenant's general contractor setting forth and attesting to the actual construction contract price.

As to item A (v) above, Purchaser agrees that the Reimbursable Costs payable by Purchaser will include interest at an interest rate of four and one half percent (4.5%) per annum (the "Interest") on the Reimbursable Costs calculated from the date of Seller's check(s) paying such Reimbursable Costs to the date Purchaser's payment of such Reimbursable Costs is received by Seller. Copies of Seller's check(s) paying such Reimbursable Costs will be included with the invoice(s) from Seller to Purchaser for such Reimbursable Costs.

If Purchaser is unable to provide Seller with the items in A (i) - (vi) above, or any of them, by the Closing Date, then Seller shall elect, by written notice to Purchaser of such failure and as Seller's sole and exclusive remedy one of the following: (i) delay the Closing and allow Purchaser to continue to seek to provide Seller with the items in A (i) - (vi) above for twenty-one (21) days after the expiration of which, if said conditions precedent have not been satisfied, Seller shall have the right to terminate this Restated Agreement in which case this Restated Agreement shall terminate and be of no further force or effect and neither party shall have any further obligations to the other hereunder except for those obligations contained in this Restated Agreement which expressly survive a termination hereof, or (ii) terminate this Restated Agreement by written notice to Purchaser in which case this Restated Agreement shall terminate and be of no further force or effect and neither party shall have any further obligations to the other hereunder except for those obligations contained in this Restated Agreement which expressly survive a termination hereof; provided that if Purchaser

is unable, or unwilling, to provide Seller with a written certification accepting and approving Seller's Work (i.e. item A (vi) above) because Purchaser does not accept (or disputes) the statement of the Village Engineer that Seller's Work is completed, then Seller shall not have the right to terminate this Restated Agreement unless Purchaser fails to provide Seller with a written certification accepting and approving Seller's Work (i.e. item A (vi) above) within five (5) days after the Seller's Work resolution process set forth in Exhibit E has concluded.

B. Notwithstanding anything to the contrary contained in this Restated Agreement, Purchaser shall have no obligation to close the transaction contemplated hereby unless, prior to, or at, Closing: (a) Purchaser receives the Subdivision Plat that creates the Property as a separate legal lot, approved, signed and recorded by the Village, (b) Seller's Work is completed, (c) Purchaser receives the Building Permit (provided the plans are code compliant and Purchaser has paid the Village [or will pay the Village at Closing] for the normal and customary fees necessary for the Village to issue the Building Permit), and (d) Purchaser receives the recorded NFR.

If Seller is unable to complete Seller's Work and provide Purchaser with items B (a), (c) & (d) above, or any of them, by the Closing Date, then Purchaser shall elect, by written notice to Seller of such failure (and as Purchaser's sole and exclusive remedy) one of the following: (i) delay the Closing and allow Seller to continue to complete Seller's Work and/or provide Purchaser with items B (a), (c) or (d) above, or any of them, for twenty-one (21) days after the expiration of which, if said condition precedent has not been satisfied, Purchaser shall have the right to terminate this Restated Agreement and thereafter neither party shall have any further obligations to the other hereunder except for those obligations contained in this Restated Agreement which expressly survive a termination hereof, or (ii) seek the remedy of specific performance against Seller to satisfy items B (a) - (d) above, or any of them, or (iii) terminate this Restated Agreement by written notice to Seller in which case this Restated Agreement shall terminate and be of no further force or effect and neither party shall have any further obligations to the other hereunder except for those obligations contained in this Restated Agreement which expressly survive a termination hereof..

25. Re-Conveyance. In the event construction of the restaurant building on the Property is not commenced within sixty (60) days following the Closing, but no sooner than April 1, 2026 (the "Restaurant Start Date"), subject to force majeure, or the restaurant building and site improvements are not completed within eighteen (18) months from the Restaurant Start Date, subject to force majeure, upon written notice from Seller Purchaser shall re-convey the Property to the Seller and in addition to re-conveying the Property, release any and all Purchaser financing encumbering the Property.

26. Detention. Seller is responsible for meeting all storm water detention required for the Pearl Street District and Property with such detention to be located in a detention reservoir within the Pearl Street District. The Seller has constructed the detention reservoir to serve and benefit the Pearl Street District, public right of way and any municipally owned property (the "Detention Reservoir"). Seller has submitted a complete set of the plans and specifications for the Detention Reservoir to Purchaser and Purchaser's engineer for Purchaser's prior review.

Seller may or has instituted a common charge for costs associated with the repair, replacement and maintenance of the Detention Reservoir (the "Detention Reservoir Repair and Maintenance

Charge"). Purchaser's proportionate share of the Detention Reservoir Repair and Maintenance Charge is included in the Purchaser's common area maintenance charge as provided for in the Parking Agreement.

27. Pearl District, I-294 Signage. Purchaser shall have a non-exclusive right to a position (*i.e.* name and logo) on Village signage within the commercial development commonly known as the Pearl Street District including any proposed Village sign on I-294 (the "**I-294 Sign**") as provided in the Parking Agreement. Seller shall have the right to determine the priority order of signage on the I-294 Sign and all other Seller signage in the Pearl Street District .

28. Permitted Delays; Force Majeure. The time for performance by Purchaser or Landlord of any obligation set forth in any term, provision or covenant of this Agreement (regardless of whether such term, provision or covenant contains an express reference to delays resulting from force majeure events, including, specifically, the occurrence of the Restaurant Start Date, which shall be subject to extension due to delays resulting from force majeure events, such as, but not limited to, permitting/licensing/approval, construction and/or inspection delays encountered by either party that result from force majeure events, provided that the party claiming such an extension complied with the notice requirement set forth below) shall be deemed extended by the period of time lost due to delays resulting from acts of God, casualties, strikes, lockouts, unavailability of building materials, civil riots, acts of terrorism, floods, hurricanes, windstorms, material or labor restrictions by any governmental authority, enforcement of governmental regulations or requirements, present or future governmental restrictions, regulations, controls, inaction and/or delays, contagious or infectious disease outbreaks or other public health emergencies in the geographic area where the Property is located, such as, but not limited to, epidemics, pandemics or impositions of quarantine and/or travel restrictions by any governmental authority, and any other cause not within the control of Purchaser or Seller or their respective agents, employees, contractors or suppliers (except financial inability), as the case may be. Provided Purchaser has timely and properly applied for and diligently pursued the issuance of the Building Permit from the Village necessary for the construction of the Restaurant or any portion thereof, 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 twenty-one (21) days after the commencement of such cause or such other period of time as may be reasonable given the circumstances of the notifying party.

29. Assignment. After execution of this Agreement and prior to the Property being open for business, Purchaser may not sell, convey, assign, or otherwise transfer or dispose ("**Transfer**"), all or any part of the Property or its interest in this Agreement, or any interest in the Purchaser or its members without the prior written consent of the Seller, which consent may be withheld, conditioned or delayed for any reason. Notwithstanding the foregoing, the Seller's consent shall not be required for (i) a Transfer upon the death or incapacity of one of the members or shareholders of the Purchaser as such Transfer may be provided for in the LLC operating agreement that is provided to the Seller prior to the Closing; (ii) a Transfer of individual interests in the LLC to trusts for purposes of estate planning provided, however, that such Transfers do not alter, modify or change ownership percentages or control percentages of the LLC; (iii) the Lease; (iv) a mortgage on the Property; or (v) a Transfer to an entity for financing purposes within which Andrew Stein is a member and the Seller approves the Managing Member which approval not to be unreasonably

withheld. The new entity shall execute a joinder acknowledging the terms and obligations contained in this Restated Agreement.

Once the Property is open for business, Purchaser may Transfer the Property without the consent of the Seller.

30. Prevailing Wage. Purchaser and its successors and assigns, agree that laborers, workers and mechanics performing any type of construction 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.* Purchaser agrees to include a prevailing wage provision identical to the foregoing in any lease for the Property. Purchaser further agrees to require any contractor or subcontractor performing construction at the Project Site to comply to the provisions of this Section 30. Purchaser's failure to include a prevailing wage provision in any lease or contract as provided herein shall constitute a default by Purchaser under this Restated Agreement.

31. Seller's Work; Reimbursable Costs; NFR.

A. The Seller's Work to be performed under this Restated Agreement is described in Exhibit E being the January 5, 2026 contract form prepared by Peak Construction Corporation ("Peak Contract") that will be approved by the Village of Rosemont at its January 12, 2026 Village Board Meeting. Purchaser acknowledges and agrees Seller's Work under this Restated Agreement is limited to the work expressly set out in the Peak Contract. Seller's obligation to perform any additional work not expressly set forth in the Peak Contract must be agreed to in writing as an amendment to this Restated Agreement and executed by both Seller and Purchaser. The Peak Contract was based on plans submitted by Purchaser prepared by Mackie Consultants LLC, as revised on September 18, 2025 on the civil drawing and on September 22, 2025 on the landscaping drawings, the engineered barrier plan prepared by DAI Environmental, and the 156 pages of architectural plans prepared by HFA-AE, Ltd noted with revision 6 dated December 10, 2025 (individually and collectively "Plans"). Purchaser acknowledges and agrees the foregoing Plans were all approved by Purchaser and Yard House USA, Inc as Purchaser's Tenant.

Seller represents to Purchaser that in accordance with customary past practices it does not pay for any building permits in order to commence and complete Seller's Work. Seller's Work shall be completed in accordance with the Peak Contract and approved by the Village of Rosemont and shall be completed in a good and workman like manner and code compliant. Provided Purchaser gives Seller reasonable (at least 24 hours prior) notice (which notice may be telephonic or electronic) that it will be visiting the Property and complies with Section 14 of this Restated Agreement, Purchaser and its agents, consultants, contractors and engineers do not interfere with the construction of Seller's Work, nothing shall prohibit Purchaser or its agents, consultants, contractors and engineers (including TSC [defined hereinafter]) from visiting the Property, from time to time, to confirm the Seller's Work is being performed in accordance with all laws and the Peak Contract, and Seller, at no cost, shall in good faith, reasonably cooperate with Purchaser in said regard and shall have the right to have a representative of Seller present during such Purchaser inspections.

When Seller's Work has achieved completion, Seller shall give Purchaser written notice of same (the "Seller's Completion Notice"), which Seller's Completion Notice shall include a statement from the Village's Engineer Christopher B. Burke Engineering, Ltd. (the "Village Engineer") that the Seller's Work has been completed in accordance with the Peak Contract. In the event of any dispute as to whether, or when, Seller's Work has achieved completion in accordance with the Peak Contract, the statement of the Village's Engineer that Seller's Work has achieved completion shall be presumed correct. In the event Purchaser does not accept (or disputes) the statement of the Village Engineer, then within ten (10) days after Purchaser's receipt of Seller's Completion Notice, Purchaser shall advise Seller, in writing, in detail of those items of Seller's Work that Purchaser alleges are not completed or not completed in accordance with the Peak Contract. During the fifteen (15) days following Purchaser's written notice to Seller that Seller's Work is not complete, Purchaser and Seller agree to use good faith efforts to resolve the dispute regarding whether, or when, Seller's Work has achieved completion. If Seller and Purchaser are unable to agree and resolve the dispute, Seller and Purchaser agree to hire Testing Service Corporation ("TSC") to analyze and resolve the dispute regarding whether, or when, Seller's Work has achieved completion. Seller and Purchaser acknowledge and agree to use TSC even though TSC has previously worked for both parties (and may be working for Purchaser to determine if Seller's Work is being performed in accordance with the Peak Contract) and further agree to split the cost of TSC's services in resolving the dispute. TSC shall complete a written report of its findings regarding whether, or when, Seller's Work has achieved completion within thirty (30) days of being hired by the parties and TSC's findings shall be final and binding on Seller and Purchaser.

B. Purchaser approves the Peak Contract and the prices as set out in Exhibit E and agrees to reimburse the Village for the cost of the work listed as Bucket B and Bucket C in Exhibit E. Purchaser shall reimburse the Seller upon Purchaser's receipt of an invoice from Seller and a copy of the Seller's check(s) paying such costs. The reimbursement will include the payment of interest at an interest rate of four and one half percent (4 ½ %) per annum ("Interest") from the date of Seller's check(s) paying the costs in Bucket B and Bucket C, to the date payment is received by Seller from Purchaser. Purchaser shall also reimburse Seller for the cost of the grease trap in the amount of $32,526.00 plus Interest to the date payment is received by Seller.

In the event of any change orders ("Change Orders") with regard to work in Bucket B and Bucket C in Exhibit E, said Change Orders shall not be included in Reimbursable Costs unless Purchaser has consented in writing to said Change Orders, which consent shall not be unreasonably withheld or delayed.

Purchaser's obligation to reimburse Seller shall be a condition precedent to Seller's obligation to Close. Andy Stein, a principal of 9902 Berwyn Avenue, LLC, agrees to personally and individually guarantee Purchaser's monetary obligations to reimburse Seller the reimbursable costs and grease trap plus Interest. Andy Stein will execute the personal guaranty attached hereto as Exhibit G ("Guaranty")and deliver the executed Guaranty to the Seller contemporaneously with the delivery by Purchaser of the executed Restated Agreement to Seller.

C. The Purchaser is responsible for all construction necessary for the restaurant and all

above ground and below ground site improvements and utilities on the Property not included and part of Seller's Work.

D. Seller has applied for, at its cost, and shall seek from the IEPA, an NFR based on the IEPA approved Remedial Action Plan. Seller, at its sole cost, shall pay for and perform that part of Seller's Work required to be completed so that the IEPA will issue the NFR.

32. Miscellaneous.

a. The paragraph headings of this Restated Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language thereof.

b. All previous negotiations and agreements between the parties hereto, with respect to the transaction set forth herein, are merged in this instrument which alone fully and completely expresses the parties' rights and obligations. This Restated Agreement is the entire agreement between the parties hereto with respect to the Property and supersedes any and all other prior agreements and understandings, whether written or oral, formal or informal. Any amendments to this Restated Agreement shall be in writing and executed by the parties hereto. This Restated Agreement shall not "merge" into the Deed on the Closing Date and Seller and Purchaser acknowledge and agree that (i) this Restated Agreement is a "development" agreement also and (ii) many of the terms of this Restated Agreement will survive the Closing Date and the recording of the Deed.

c. This Restated Agreement shall be governed by the laws of the State of Illinois. If Illinois statutory or case law would hold that this Restated Agreement is illusory or is otherwise unenforceable due to a right of termination granted to Purchaser or Seller hereunder, then if either party elects to terminate pursuant to such right, then following such termination the sum of One Hundred Dollars (the "Termination Right Consideration") and shall be paid to the other party within thirty (30) days immediately following the termination.

d. In the event that any term or provision of this Restated Agreement shall be held illegal, invalid or unenforceable as a matter of law, the remaining terms and provisions of this Restated Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

e. In the event of a dispute between the parties hereto with respect to the enforcement of either party's obligations contained herein, the prevailing party shall be entitled to reimbursement of reasonable attorney's fees, costs, and expenses incurred in connection therewith.

f. The provisions hereof shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties.

g. Purchaser has, at its expense, properly and timely applied for the Building Permit required by the Village for the construction of the new restaurant on the Property. The Village shall cooperate with Purchaser as necessary in connection with Purchaser's effort to process and obtain the Building Permit. Provided the applications are code compliant, the Village shall promptly issue

the Building Permit at Closing.

h. In the event a date of performance of either party under this Restated Agreement falls on a holiday or a weekend, the date of such performance shall be automatically expended until the next business day. A "business day" shall mean any day when national banks located in Chicago, Illinois, are open for business.

i. During the term of this Restated Agreement, the Seller and its employees, agents, and representatives (a) will not initiate or negotiate with third parties or respond to solicitations by third parties relating to the sale of the Property in whole or in part, and (b) will not enter into agreement with respect thereto with any third party. Seller hereby agrees that it will be legally bound by the provisions of this paragraph.

j. Purchaser acknowledges that it will rely upon the results of Purchaser's own inspections and observations of the Property regarding the physical and environmental condition thereof. Purchaser also acknowledges neither Seller nor any agent of Seller has made any representations or warranties to Purchaser with respect to the Property or any aspect thereof, express or implied, which are not expressly set forth in this Restated Agreement.

k. Purchaser represents to Seller that the principal of Purchaser is an Illinois licensed real estate broker.

l. Purchaser agrees to comply with all applicable laws, ordinances, codes and resolutions regarding the development of the Property including, but not limited to, those 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.

m. The parties hereto specifically agree, that neither the Seller or Purchaser shall have any liability for any breach of any of the terms of this Restated Agreement in the form of consequential or punitive damages.

n. The parties represent and warrant that they have been duly authorized to execute this Restated Agreement.

o. Each party 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 Restated 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.

p. The parties 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 Restated Agreement.

q. Seller shall publish a request for alternative bids as required pursuant to the TIF Act.

33. Offer and Acceptance. Delivery by Purchaser to Seller of a copy of this Restated Agreement executed by Purchaser shall constitute an offer to purchase the Property upon the terms and conditions herein set forth which shall be effective for a period of three (3) business days following the time of such delivery. If Seller fails to deliver a fully executed counterpart of this Restated Agreement to Purchaser prior to expiration of such three (3) business day period subject to the last sentence of this Section, then, at Purchaser's sole option, but before Seller's execution, said offer may be revoked and rescinded in its entirety at any time thereafter, and upon such revocation and rescission, if made prior to Seller's acceptance, said offer and this Restated Agreement shall have no further force or effect. Purchaser agrees and acknowledges that Village of Rosemont Board of Trustees must ratify the signatures and execution of this Restated Agreement by the Village President and the Village Clerk

34. Counterparts; Faxed and E-Mail Signatures. This Restated Agreement may be executed in multiple counterparts all of which taken together shall constitute one executed original. For purposes of executing this Restated Agreement, any signed document transmitted by facsimile machine or a PDF document transmitted by email transmission shall be considered as an original signature and shall be considered to have the same binding legal effect as an original document. At the request of any party, any document transmitted by facsimile or email shall be re-executed by the applicable parties in an original form, it being agreed that the failure by any part to so re-execute such document shall not affect the binding legal effect of such document.

35. Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit A - Property Site Plan
Exhibit B - Pearl Street District Site Plan
Exhibit C - Parking Agreement
Exhibit D -Construction Staging Letter
Exhibit E -Seller's Work
Exhibit F - Subdivision Plat
Exhibit G - Guaranty
Exhibit H- Restaurant Lease Conditions

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IN WITNESS WHEREOF, the parties hereto have executed this Restated Agreement as of the last date set forth below (the "Contract Date")

PURCHASER:

9902 BERWYN AVENUE LLC, a Delaware limited liability company

By: _____
Its: Managing Member

Dated: JANUARY 9, ~~2025~~ 2026

SELLER:

VILLAGE OF ROSEMONT, ILLINOIS, an Illinois municipal corporation

By: _____
Its: President

Attest:

By: _____
Its: Village Clerk

Dated: JANUARY 12, ~~2025~~ 2026

EXHIBIT A

Property Site Plan

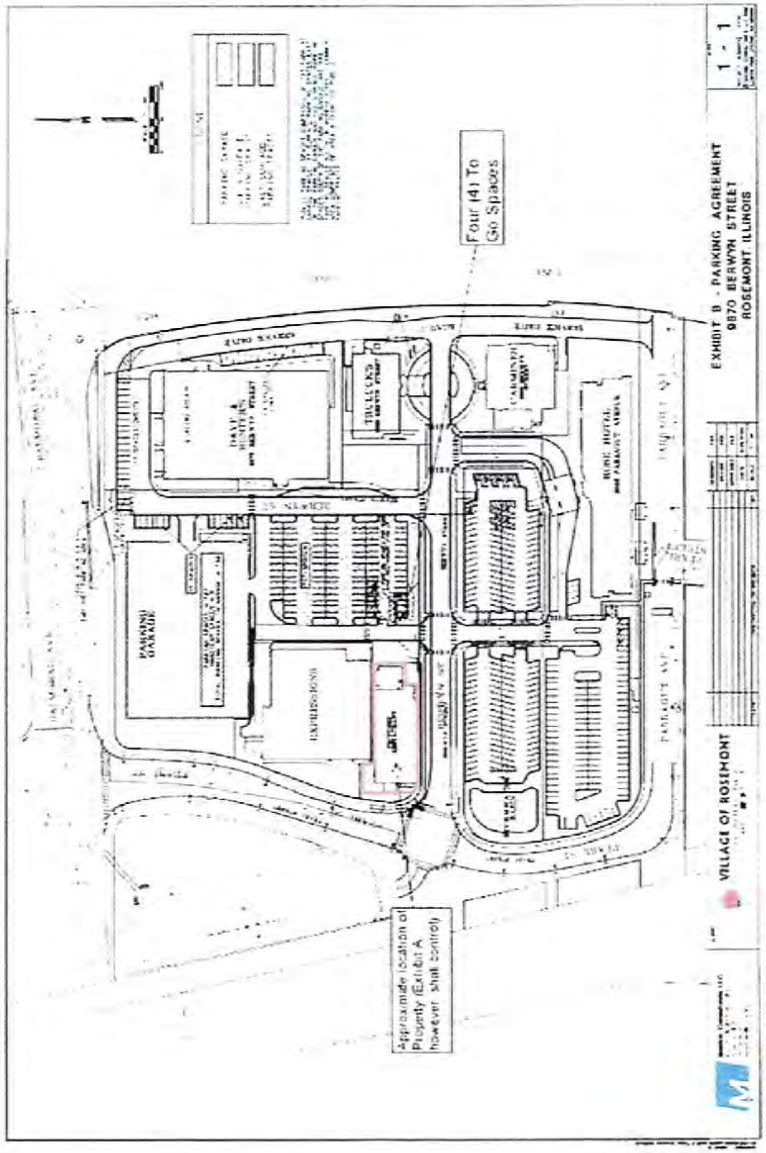


EXHIBIT B
Pearl Street District Site Plan

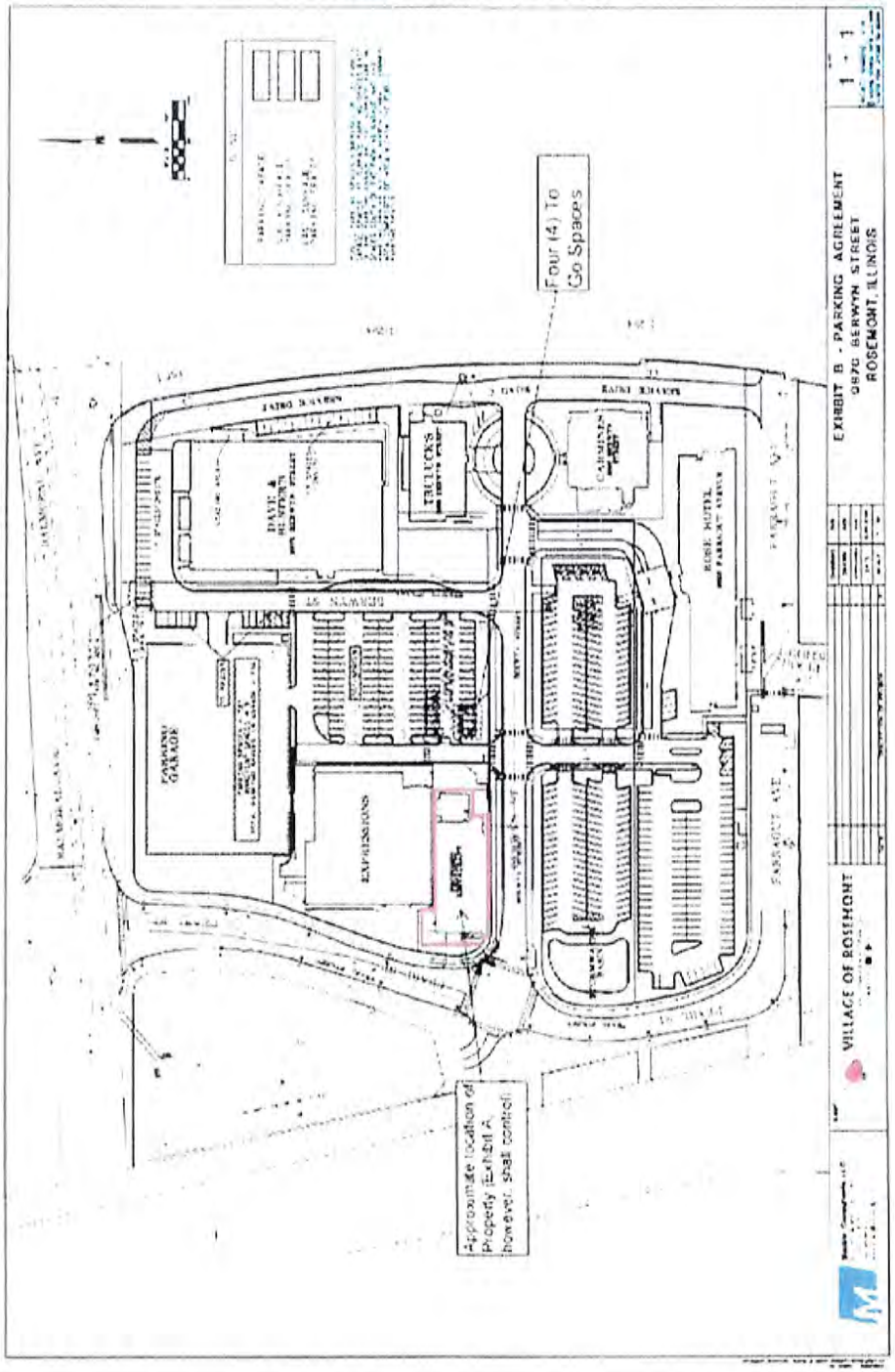


EXHIBIT C
Parking Agreement

PARKING AGREEMENT

between

THE VILLAGE OF ROSEMONT,
an Illinois municipal corporation

and

9902 BERWYN AVENUE LLC,
a Delaware limited liability company

January 12, ~~2025~~ 2026

PARKING AGREEMENT

This Parking Agreement (the "Parking Agreement") is made as of the 12th day of January, ~~2025~~ 2026 (the "Effective Date") by and between the VILLAGE OF ROSEMONT, an Illinois home rule municipal corporation (the "Village") and 9902 BERWYN AVENUE LLC, a Delaware limited liability company or its permitted successors and assigns (collectively "Owner").

RECITALS

A. The Village and Owner are parties to a Restated Real Estate Purchase and Sale Agreement and Development Agreement dated January 12, ~~2025~~ 2026 (as amended, the "PSA") whereby the Village agreed to sell and Owner agreed to purchase certain real estate generally located at the northeast corner of Pearl Street and Berwyn Avenue, Rosemont, Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "Property").

B. The PSA provides that the Village and Owner shall enter into this Parking Agreement. The effective date of this Parking Agreement shall be the date of closing of the transaction contemplated by the PSA (the "Effective Date") which will be inserted above.

C. The Village owns, controls, operates and maintains certain surface parking spaces adjacent to and east of the Property ("East Surface Parking Spaces" as depicted on Exhibit B), surface parking spaces south of Berwyn Avenue and the Property ("South Surface Parking Spaces" as depicted on Exhibit B) and a public parking garage ("Parking Garage" as depicted and referenced as Parking Garage on Exhibit B) (the East Surface Parking Spaces, the South Surface Parking Spaces and all levels of the Parking Garage collectively being referred to as the "Public Parking Spaces"), together with all access drives, driveways, drive aisles, walkways, elevators, curbing, and other areas reasonably necessary or convenient to access the Public Parking Spaces to and from the public roads and the Property (collectively referred to herein as the "Common Area"). The Public Parking Spaces and Common Area are generally depicted on Exhibit B and located on land legally described on Exhibit C which is attached hereto and made a part hereof.

D. It is the intention of the Village and Owner to enter into this Parking Agreement to provide Owner, its successors and assigns, and their tenants, customers, employees, guests, patrons and invitees of the Property (all of whom are collectively referred to herein as "Authorized Users") with the right to the non-exclusive use of the Public Parking Spaces and Common Area as permitted by this Parking Agreement including the right of access to and from the Property and the Public Parking Spaces.

E. This Parking Agreement provides for the respective parties' responsibilities, liabilities and indemnities with regard to the Public Parking Spaces within the commercial development commonly known as the Pearl District and depicted on Exhibit B (the "Pearl District").

F. In addition to the Public Parking Spaces, the Village has also agreed to grant Owner certain license rights with respect to signage within the Pearl District as more specifically set forth in Section 6 of this Parking Agreement.

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 Owner 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, its successors and assigns, grants to Owner, and its successors and assigns, the right to the non-exclusive use of the Public Parking Spaces and Common Area for the parking of motor vehicles of Owner and its Authorized Users. The Village agrees that the Public Parking Spaces are sufficient to meet the Village of Rosemont's parking requirements for Owner's Property. The Public Parking Spaces shall be maintained and repaired by the Village at all times in a manner to permit the use and operation thereof in compliance with all applicable ordinances and laws.

3. Use of the Public Parking Spaces and Common Area.

A. Owner, its successors and assigns, and each of their Authorized Users shall have the right to the non-exclusive use of the Public Parking Spaces and Common Area for their intended purposes including, in particular, for the ingress, egress and parking of motor vehicles. Subject to the terms and conditions herein and without limiting the previous sentence and the grants contained in Section 2 above, the Village shall have the right to regulate, control, operate and maintain the Public Parking Spaces and Common Area for the non-exclusive use of the Public Parking Spaces and Common Area by Owner, its successors and assigns, and its Authorized Users and the other similar users of the Public Parking Spaces within the Pearl District. The Village agrees that: (i) the East Surface Parking Spaces shall only be used for non-exclusive public parking and not be used for valet parking, employee parking, or designated for the exclusive use of any owners or occupants of the Pearl District or any other third party, (ii) the number of parking spaces in the Parking Garage shall not be materially reduced from the number of parking spaces in the Parking Garage as of the Effective Date, (iii) any staging permitted on the East Surface Parking Spaces will not be permitted for longer than seventy-two (72) hours, and during such staging on the East Surface Parking Lot, the Parking Garage and the South Surface Parking Spaces will be unimpaired, and the Village shall notify Owner not less than forty-eight (48) hours in advance of any such staging, (iv) snow from other portions of the Pearl District shall not be stockpiled on the East Surface Parking Spaces, and in the event that snow from the East Surface Parking Spaces is required to be stockpiled on the East Surface Parking Spaces, the Village shall use commercially reasonable efforts to stockpile such snow in a location that minimizes the reduction in the amount of parking spaces available within the East Surface Parking Spaces.

B. The Village intends to install a parking system including, but not limited to,

parking gates and a gate ticketing system for the Parking Garage and the South Surface Parking Spaces to control the use of those parking spaces. In no event shall the Village install any parking gates and/or gating system for the East Surface Parking spaces for the Term of this Parking Agreement.

C. Owner shall have the right to the non-exclusive use of the Public Parking Spaces and the Common Area subject to the terms and provisions of this Parking Agreement. Except for the CAM charge set forth in Section 5.C below, Authorized Users shall not be charged for use of the East Surface Parking Spaces for the entire Term of this Parking Agreement. The Village shall have the right to install parking gates and a gate ticketing system with a reasonable market parking fee for the Parking Garage and/or the South Surface Parking Spaces; provided, however, in such event Owner and its Authorized Users shall be entitled to free parking with validation in the Parking Garage and the South Surface Parking Spaces from the date the restaurant on the Property opens for business until December 31, 2051. Further, any such market parking fee charged by the Village thereafter shall be a reasonable market parking fee as charged to all other restaurants and similar users of the Parking Garage and the South Surface Parking Lots. Owner and its Authorized Users shall not be allowed to park overnight in the Public Parking Spaces. In the event the Village installs parking gates and the gate ticketing system for the Parking Garage and/or the South Surface Parking Lots, the Village shall provide Owner with a single parking validation unit which parking validation unit shall operate independently of any point-of-sale system for the business operated on the Property. In the event Owner requests additional parking validation equipment (in addition to what the Village is required to provide pursuant to the preceding sentence), Owner shall be responsible for the cost. Owner shall also be responsible for routine maintenance of the parking validation equipment and the replacement cost of the validation equipment that is required as a result of ordinary wear and tear.

D. Owner (or its Authorized Users), at its cost, shall have the right to use, and erect branded signage to identify, the four (4) parking spaces located in the East Surface Parking Spaces and identified on Exhibit B as the "To Go Spaces" as short term "to go parking spaces". The Village hereby approves the design of such "to go" signs attached hereto as Exhibit E.

4. Operation of the Public Parking Spaces.

A. The Public Parking Spaces and Common Area shall be available and accessible for pedestrian and vehicular ingress, egress, and parking by Owner and its Authorized Users on a daily basis, provided that the Village upon at least three (3) days' prior written notice to Owner (except in case of emergency in which case notice shall be given as soon as possible) may temporarily limit the accessibility of the Public Parking Spaces where such closure is reasonably necessary to limit access in order to perform repair or maintenance work on the Public Parking Spaces provided that, in such circumstance, the Village shall perform such repair and maintenance obligations in a manner least intrusive to the business operations on the Property (including, if necessary, the Village providing alternative ingress, egress, and/or parking or staggering such closures so as to not affect the business operations thereon). In the event less than ninety percent (90%) of the aggregate of the East Surface Parking Spaces and the South Surface Parking Spaces are available for the non-exclusive use by Owner's Authorized Users and other authorized users of the Pearl District for more than ten (10) consecutive days, in addition to all

other rights and remedies provided herein and in law and equity, then Owner's obligation to pay the common area maintenance ("CAM") charge specified in Section 5 below shall abate until ninety percent (90%) of the of the aggregate of the East Surface Parking Spaces and the South Surface Parking Spaces are made available to Owner and its Authorized Users as required by the terms of this Parking Agreement. Notwithstanding the foregoing or anything else in this Parking Agreement to the contrary, in the event the Owner or Owner's Authorized Users acts or negligence causes or contributes to less than ninety percent (90%) of the East Surface Parking Spaces and the South Surface Parking Spaces referred to above being available, this provision shall not apply, Owner's CAM charge shall not abate and Owner shall be obligated to pay the CAM charge.

B. Subject to the terms and conditions of this Parking Agreement, the Village shall have the sole responsibility for controlling, operating, maintaining and repairing the Public Parking Spaces and Common Area. The Public Parking Spaces shall be controlled, operated and maintained by the Village in accordance with a standard which is the equivalent or greater than the highest standards which the Village uses to control, operate and maintain other public parking spaces, public parking garages and parking facilities owned by and operated by or on behalf of the Village but in all circumstances in a good, safe condition and state of repair.

C. Owner shall use the Public Parking Spaces only for the purpose of providing non-exclusive parking for its Authorized Users. Owner shall not (and shall not permit any third-party to) (i) injure, overload, deface or otherwise harm the Public Parking Spaces or commit any nuisance thereon or in a manner which tends to create a nuisance, (ii) make any use of the Public 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 Public 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 Public Parking Spaces during business operations within the Pearl District,, and (v) use the Public Parking Spaces for an off-site airport parking enterprise. Except for the CAM charge set forth in Section 5.C below, Owner shall not charge its Authorized Users any charge for using the Public Parking Spaces as long as the Village is not charging a reasonable market parking fee to Owner or its Authorized Users. The Village will not prohibit loading /unloading as long it is done in a fashion that does not impact business operations or the businesses within the Pearl District.

D. Owner or its Authorized Users shall not have the right to operate their own valet service to serve the Property. The Village shall have the right to operate (or permit other restaurants and users in the Pearl District to operate) a valet service for the common use of the invitees of the Pearl District (including, without limitation, Owner and its Authorized Users), subject, however, to the prohibition against a valet parking area on the East Surface Parking Spaces as set forth above.

E. The Village and Owner acknowledge and agree that the area between the Property and the East Surface Parking Spaces which is depicted on Exhibit B is intended to be kept as an open space. The area shall remain a concrete (or other similar hardscape material selected by the Village) open space. The placement of any structures, kiosks, furniture, landscaping and any other improvement in the area shall not be permitted without Owner's prior written consent which consent shall not be unreasonably withheld.

F. Deliveries shall be permitted to be made to the Property at any time via (i) the Common Area to the service court serving the Property (and loading and unloading shall be permitted at such service court) and (ii) the To Go Spaces.

5. Repair and Maintenance of the Public Parking Spaces; Common Area; CAM.

A. At its sole cost and expense, subject to Owner and its successors and assign's obligation to pay CAM (as defined below) and the terms of this Parking Agreement, the Village, its successors and assigns, shall be responsible for repairing and maintaining the Public Parking Spaces and the Common Area at all times in a good, safe condition and state of repair. The Village, its successors and assigns, shall at all times maintain and repair (or cause to be maintained, operated and repaired) the Public Parking Spaces and Common Area in an economical and efficient manner according to a commercially reasonable standard for comparable municipally owned and operated public parking spaces, parking garages and parking facilities located in Rosemont, Illinois and in a good, safe condition and state of repair in accordance with all applicable laws including, but not limited to: repairing and replacing paving; keeping the Public Parking Spaces and Common Area properly drained, reasonably free of water, mud, sand, rubbish and other obstructions and in a neat, clean, orderly, sightly and sanitary condition; plowing and removing snow as necessary; repainting exterior painted surfaces whenever necessary as a result of peeling, flaking, staining, or other unsightly condition; maintaining adequate trash receptacles throughout the Public Parking Spaces and Common Area, and periodically collecting and removing all refuse; maintaining all signs, markers, painted lines and other means and methods of pedestrian and vehicular traffic control; and maintaining all storm sewerage and draining utilities and other utilities. The Village's costs of such repair and maintenance of the Public Parking Spaces and Common Area will be considered as part of and included in Owner and its successors and assign's CAM.

B. The Village, its successors and assigns, shall keep the Public Parking Spaces and Common Area suitably lighted through at least two (2) hours after the business operating on the Property closes.

C. The Village has instituted a CAM charge for costs associated with the repair and maintenance of the Public Parking Spaces and the Common Area. The CAM charge payable by Owner shall be $5.00 per square foot calculated on the 9,341 square foot building on the Property and shall commence on the date the restaurant on the Property opens for business. CAM shall be paid to the Village in equal monthly installments with CAM for any partial month being prorated for the number of days in such partial month. The Village agrees Owner may cause its tenant to pay the CAM charge directly to the Village provided in all events Owner shall remain responsible for the payment of the CAM charge. Owner's CAM shall increase three percent (3%) per year commencing on January 1, 2027 and thereafter on January 1 of each succeeding calendar year.

D. The Village and Owner agree to cooperate with each other and coordinate security activities, Owner being responsible for security within the Property and the Village being responsible for security in the Public Parking Spaces and Common Area. If based on repeated,

actual, reported incidents requiring law enforcement or security involvement occurring in the Public Parking Spaces and Common Area, the Village believes that existing security measures should be augmented, the Village may notify Owner in writing. In the event of such notification, Owner will work in good faith to attempt to address the incidents and implement appropriate curative or other preventative action as suggested by the Village. With regard to clarification or modification of security procedures under this Paragraph, except as deemed necessary based upon safety or security concerns, Owner agrees to participate in good faith in the consultation with the Village and to in good faith review and attempt to address the identified issues. Nothing herein shall prevent either party from exercising any and all available remedies under this Parking Agreement in Section 15.

6. Pearl District Signage. During the Term (as defined below) of this Parking Agreement, Owner shall have a non-exclusive permanent sign license providing for the right to a position (i.e. name and logo) specific to the use of the Property on: (a) the two (2) existing Pearl District monument signs located at Balmoral and Pearl Street and Pearl Street and Berwyn Street, (b) two (2) sides of the exterior elevation of the Parking Garage, and (c) the to-be-constructed digital sign (the "Digital Sign") on the west side of I-294 (collectively the "Pearl District Signage"). Owner's positions on the Pearl District Signage are shown on Exhibit D attached hereto and incorporated herein. With respect to the digital sign on the west side of I-294, the Owner shall have the static top four (4) feet of the sign as shown on Exhibit D, and the business operated on the Property shall also have one digital rotation/flip on the digital portion of such sign as regulated by the Illinois Department of Transportation.

Prior to the date the tenant at the Property (i.e. Yard House) opens for business on the Property, the Village shall fabricate and install all signs for Yard House as shown on Exhibit D, and Owner agrees that once the signs shown on Exhibit D are erected by the Village, the Owner will have to pay for any Owner requested changes to the sign panels serving the Property; provided the Village in its sole discretion approves the change.

7. Term. The term of this Parking Agreement (the "Term") shall naturally expire ninety-nine (99) years from the Effective Date. On or before June 1, 2051, the Village and Owner will negotiate, in good faith, regarding their respective contributions to any necessary capital improvements to the Public Parking Spaces, charging an appropriate parking fee for Owner and its Authorized Users that will be the same for the other restaurants and similar users of the Public Parking Spaces, and/or also increasing the CAM charge to reflect the actual costs anticipated for the remainder of the Term. As of January 1, 2052, the Village shall have the right to charge a reasonable parking fee to Owner and its Authorized Users for use of the Public Parking Spaces that will be the same for the other restaurants and similar users of the Public Parking Spaces.

8. Rules and Regulations. The Village shall have the right to impose reasonable rules and regulations relating to the use and operation of the Public 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 Public Parking Spaces.

9. Cooperation. Owner and the Village shall cooperate with one another and other users of the Public Parking Spaces as may be required to maintain and enhance the orderly and efficient operation of the Public 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. Except to the extent caused by the negligence or willful misconduct of the Village or its agents, employees or contractors, Owner, and its successors and assigns as permitted by this Parking Agreement, shall indemnify and hold harmless the Village from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) to the extent arising from injury to persons or death or property damage occurring within the Public Parking Spaces and Common Area caused by (i) Owner or its agents, employees or contractors, or (ii) the negligence or intentional misconduct of Owner or its agents, employees or contractors. Except to the extent caused by the negligence or willful misconduct of Owner or its agents, employees or contractors, the Village, and its successors and assigns as permitted by this Parking Agreement, shall indemnify and hold harmless Owner from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) to the extent arising from injury to persons or death or property damage occurring within the Public Parking Spaces and Common Area caused by (i) the Village or its agents, employees or contractors or (ii) the negligence or intentional misconduct of the Village or its agents, employees or contractors.

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 Technology Boulevard, Suite 4000 Rosemont, IL 60018 Telephone: (847) 825-4404
With a copy to:	Ryan & Ryan Law, LLC Attention: William Ryan 9501 Technology Boulevard, Suite 4300 Rosemont, IL 60018 Telephone: (847) 825-8600
Owner:	c/o S Point Ventures Acquisitions, LLC 450 Skokie Blvd., Suite 5050 Northbrook, IL 60062 Attn: Andrew Stein Telephone No.: (312) 339-4415

With a copy to:

Becker Gurian
Attn: Jeffrey B. Gurian, Esq.
513 Central Avenue
Highland Park, IL 60035
Telephone No.: (847) 579-6941

So long as Yard House USA, Inc. is a tenant of the Property, with a copy to:

Yard House USA, Inc.
c/o: Darden Restaurants, Inc.
Attn: Property Law Administration Dept.
1000 Darden Center Drive
Orlando, FL 32837
Telephone No.: (407) 245-4000

With a copy to:

Yard House USA, Inc.
c/o: Darden Restaurants, Inc.
Attn: General Counsel
1000 Darden Center Drive
Orlando, FL 32837
Telephone No.: (407) 245-4000

or at such other address(es) in the United States as Village or Owner 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 five (5) 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 Owner 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 Owner to make the certification.

13. Attorneys' 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"), unless otherwise specified herein, the Non-Defaulting Party may invoke any right or remedy allowed at law or in equity or by statute or as otherwise set forth herein. 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 to completion thereafter, then the Defaulting Party shall have such additional time as is reasonably necessary to remedy the default before any remedies may be enforced. Following the expiration of the applicable cure period, the Non-Defaulting Party may bring an action against the Defaulting Party for the specific performance of any obligation undertaken by the Defaulting Party in this Agreement, for injunctive or other equitable relief, or for damages in any court of competent jurisdiction in the County in which the Property is located.

15. Transfer of Parking Agreement.. Owner may sell, convey, assign, or transfer ("Transfer") the Parking Agreement provided (i) a Transfer includes the transfer of all of the Property and all rights and obligations of Owner under the Parking Agreement and (ii) such transferee shall acknowledge and agree to assume all of the obligations of Owner under this Parking Agreement. Owner shall be released from liability hereunder arising from and after the date of such Transfer. Any other transfer of the Parking Agreement shall not be effective. Notwithstanding the foregoing, for clarification purposes, in the event Owner (or its successors and/or assigns) leases, subleases or otherwise grants to a third-party, its agents, employees, contractors and invitees the right to occupy a portion of the building on the Property, then such third-party shall have all rights to the non-exclusive use of the Public Parking Spaces and Common Area afforded to Owner 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 Owner. This Parking Agreement has been negotiated by the Village and Owner 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 Owner, 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. If Owner or any permitted assignee hereof shall be a foreign corporation or shall have no agent, member or partner available for service of process in the State of Illinois, Owner hereby designates the Secretary of State, State of Illinois, its agent for the service of process in any court action between it and the Village arising out of or related to this Parking Agreement and such service shall be made as provided by the laws of the State of Illinois for service upon a non-resident provided, however, that a copy of such service shall be delivered to Owner by prepaid, registered mail, return receipt requested, at the time of service to Owner at the address for notices specified in Section 12 of this Parking Agreement.

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. Successors and Assigns. The terms herein contained in this Parking Agreement shall bind and inure to the benefit of the Village, its successors and assigns, and Owner' and its successors and assigns as permitted by Section 16 of this Parking Agreement.

23. 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.

24. Real Estate, Use or Leasehold Taxes. The parties contemplate that the Public Parking Spaces, including the Parking Garage, are exempt from real estate taxes, use or leasehold taxes under Illinois law. In the event that real estate taxes, use or leasehold taxes are levied against the Public Parking Spaces, including without limitation, the Parking Garage, as a result of Owner or its Authorized Users' use of them, as a result of this Parking Agreement or for any other reason (any such taxes, "Parking Right Taxes"), Owner and its Authorized Users shall not be liable for payment of Parking Right Taxes levied for the period from the Effective Date through December 31, 2051, regardless of whether the Village or Owner is assessed any Parking Right Taxes. Following said period, in the event that any Parking Right Taxes are assessed against the Public Parking Spaces, Owner will be responsible for and shall pay its proportionate share of Parking Right Taxes as calculated and prorated on the ratio that the overall square footage of the building on the Property bears to the gross overall square footage of all buildings (except for the hotel development depicted on Exhibit B which has its own parking) that are within Pearl District

as of January 1, 2052 and from time to time thereafter during the remainder of the Term. Owner's pro rata share of any such Parking Right Taxes shall be due and payable semi-annually within thirty (30) days after receipt of invoice therefor; provided, however, in the event that the Village does not deliver an invoice for any tax year within two (2) years following such tax year, the Village shall be deemed to have waived its right to receive reimbursement from Owner for the applicable tax year.

25. Required Insurance Coverages.

A. Owner shall secure or cause others to secure and keep in full force and effect during the entire Term of this Parking Agreement commercial general liability insurance for the rights granted herein to the non-exclusive use of the Public Parking Spaces and Common Area 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 Owner shall be permitted to utilize its umbrella coverage to satisfy the coverage amounts herein as it relates to Owner, its successors and assigns as permitted by this Parking Agreement, and its Authorized Users non-exclusive use of the Public Parking Spaces. Such policies required hereunder shall name the Village as an additional insured and Owner as the named insured; provided, however, in the event that the foregoing coverage is carried by the tenant of the Property, the tenant of the Property shall be the named insured and the Village and Owner shall be additional insured parties. Certificates evidencing all such insurance shall be provided upon written request of the Village. In the event of any injury, death or property damage occurring on the Public Parking Spaces or other Common Area caused by the Owner, the occupant of the Property, or their respective agents, employees or contractors, Owner's or the occupant of the Property's liability insurance policy, as applicable, shall respond first and be primary regardless of any similar coverage maintained by the Village thereon.

B. The Village shall secure and keep in full force and effect during the entire Term of this Parking Agreement casualty and commercial general liability insurance on the Public Parking Spaces and Common Area so that the Village is obligated to rebuild and restore pursuant to Section 26 below. The amount of such casualty insurance shall not be less than full replacement cost of said improvements. The Village shall maintain commercial general liability insurance 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, Owner acknowledges that the Village shall be permitted to utilize its umbrella coverage to satisfy the general liability insurance coverage amounts herein as it relates to the Public Parking Spaces. Such policies required hereunder shall name Owner as an additional insured and the Village as the named insured. Certificates evidencing all such insurance shall be provided upon written request of Owner. In the event of any injury, death or property damage occurring on the Public Parking Spaces or other Common Area, unless caused by the Owner, the occupant of the Property, or their respective agents, employees or contractors, the Village's liability insurance policy shall respond first and be primary regardless of any similar coverage maintained by the Owner or the occupant of the Property.

26. Damage and Destruction. In the event the Public Parking Spaces and/or Common Area are either damaged or destroyed by fire, flood, earthquake, or other casualty and

promptly following the Village's receipt of insurance proceeds (for which the Village shall promptly apply and diligently pursue), the Village, its successors and assigns, shall reconstruct and/or repair the Public Parking Spaces and/or Common Area to a substantially similar condition as existed prior to such casualty. In the event of a casualty event, if necessary, the Village agrees during such reconstruction and/or repair period of the Public Parking Spaces to provide Owner with an adequate number of parking spaces in the nearest available Village-owned parking improvements. Further, CAM shall abate during any period where less than ninety percent (90%) of the aggregate of the East Surface Parking Spaces and the South Surface Parking Spaces are available for the non-exclusive use by Owner and Owner's Authorized Users and other authorized users of the Pearl District due to a casualty. In the event the Owner or Owner's Authorized Users causes or contributes to the casualty, this provision shall not apply, Owner's CAM charge shall not abate and Owner shall be obligated to pay the CAM charge.

27. Non-Liability of Officials and Employees: No present or future official, employee or agent of the Village or Owner 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 each party hereunder, and their successors and assigns as permitted by this Parking Agreement, shall look solely to the other party hereunder for the payment of any claim or for any performance, and hereby waives any and all such personal liability. The parties hereto specifically agree, that neither the Village of Rosemont nor Owner shall have any liability for any breach of any of the terms of this Parking Agreement in the form of consequential or punitive damages. The provisions of this Section 28 shall survive the termination of this Parking Agreement.

28. Recording of Memorandum. Upon execution hereof, the parties hereto may enter into a Memorandum of Parking Agreement ("Memorandum") in recordable form against the Property, which Memorandum may be recorded by either party in the recorder's office, provided however, that no economic terms shall be described in the Memorandum. No Memorandum may be recorded against the Public Parking Spaces as legally described in Exhibit C; provided that notwithstanding the prohibition of recording the Memorandum, against the Public Parking Spaces legally described in Exhibit C, if the Village transfers fee simple title to any of the Public Parking Spaces, then the Owner may unilaterally record the Memorandum, against the Public Parking Spaces so transferred.

29. Runs with the Land. Subject to the Term and the other provisions contained herein, this Agreement runs with the land, and shall be binding upon and inure to the benefit of the Property and the land described in Exhibit C.

30. 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.

OWNER:

9902 BERWYN AVENUE LLC,
A Delaware limited liability company

By: _____

Printed Name: ANDY STEIN

Its: AUTHORIZED SIGNATORY

VILLAGE:

VILLAGE OF ROSEMONT, ILLINOIS,
an Illinois municipal corporation

By: _____

Bradley A. Stephens, Its President

ATTEST:

By: _____

Kathryn Lawler, Village Clerk

LIST OF EXHIBITS

Exhibit A – Legal Description of the Property
Exhibit B – Depiction of Public Parking Spaces, Common Area, To Go Spaces
Exhibit C – Legal Descriptions of Public Parking Spaces
Exhibit D – Depiction of Owner Positions on Pearl District Signs
Exhibit E – Depiction of Approved "To Go" Signs

Exhibit A
Legal Description of the Property

Lot 3 in the Final Plat of Pearl Street Station 3rd Resubdivision being a Resubdivison in the Northeast Quarter of Section 9, Township 40 North Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded _____2025 as document number _____.

Exhibit B
Depiction of Public Parking Spaces, Common Area, To Go Spaces

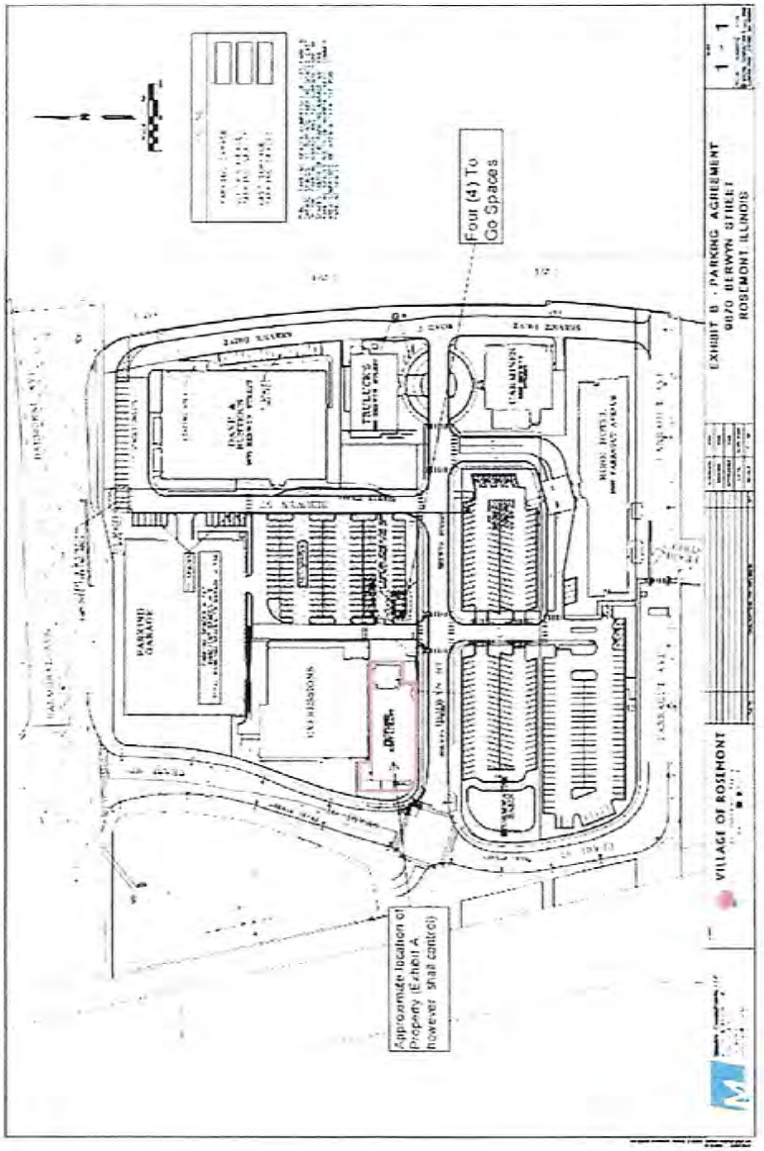


Exhibit C
Legal Descriptions of Public Parking Spaces

Lot 1 in the Final Plat of Pearl Street Station 3rd Resubdivision being a Resubdivison in the Northeast Quarter of Section 9, Township 40 North Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded _____2025 as document number _____.

Lot 3 in Pearl Street Station being a Resubdivison in the Northeast Quarter of Section 9, Township 40 North Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded September 6, 2016 as document number 1625019126.

Lot 6 in Pearl Street Station being a Resubdivison in the Northeast Quarter of Section 9, Township 40 North Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded September 6, 2016 as document number 1625019126.

Exhibit D
Depiction of Owner Positions on Pearl District Signs

OLYMPIK SIGNS

630.424.6100

1130 N. Garfield Street
Lombard, IL 60148

www.OLYSIGNS.com

Rosemont 1956

VILLAGE OF ROSEMONT

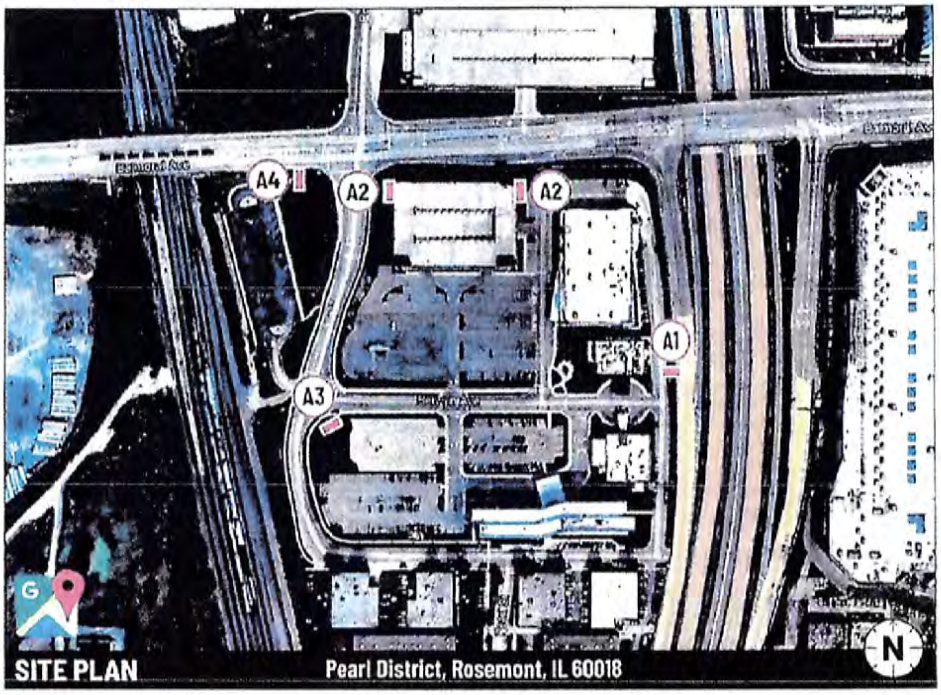
GREAT FOOD • CLASSIC ROCK
Yard House
WORLD'S LARGEST SELECTION OF DRAFT BEER

Pearl District, Rosemont, IL 60018

Polycarb Insert Panels

Job #25-10743	Date 10-08-25	Rev #3	Artist: Argo	Account Rep: RW	Page 1

4867-6714-4178, v. 29
Error: Unknown document property name.



A Polycarb Insert Pa

OLYMPIK SIGNS

630.424.6100 OLYSIGNS.com	Job #25-10743	Date: 10-08-25	Rev #3	Artist: Argo	Account Rep: RW

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4867-8714-4178, v. 29
Error! Unknown document property name.



A1 DETAIL & DIMENSION VIEW
SCALE: 1/2" = 1' SQ/FT **35.9**



A2 DETAIL & DIMENSION VIEW
SCALE: 1/2" = 1' SQ/FT **70.0**



A3 DETAIL & DIMENSION VIEW
SCALE: 1/2" = 1' SQ/FT **20.0**



A4 DETAIL & DIMENSION VIEW
SCALE: 1/2" = 1' SQ/FT **18.7**

A Vinyl on Polycarb
QTY 8 (2 Each)

1 White polycarbonate insert panels with black blackout vinyl, 3M "Gold Nugget" translucent vinyl, and reverse-cut logo. New panels to replace existing panels.

FINISHES
- White Polycarb
- Black Blackout Vinyl
- 3M #3630-141 "Gold Nugget" Translucent Vinyl

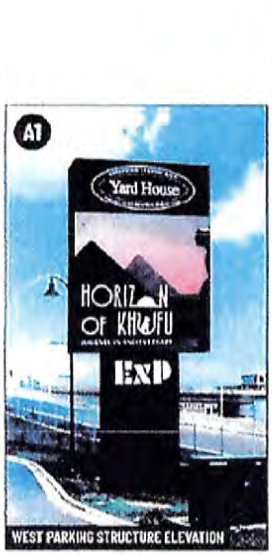
OLYMPIK SIGNS

Pearl District, Rosemont, IL

630.424.0100 OLYSIGNS.com	Job #25-10743	Date: 10-08-25	Rev #3	Artist: Argo	Account Rep: RW	Pa

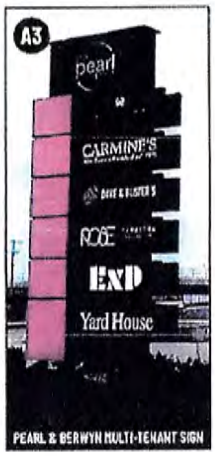
[illegible]

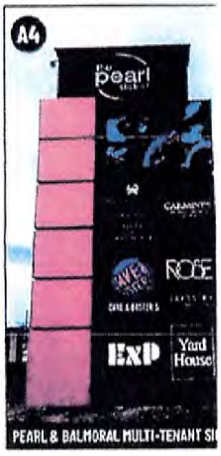
4867-8714
Ernest Lake











OLYMPIK SIGNS | 630.424.6100 OLYSIGNS.com | Job #25-10743 | Date: 10-08-25 | Rev #3 | Artist: Argo | Account Rep: RW | Page

Pearl District, Rosemont, IL

4857-87144

Exhibit E
Depiction of Approved "To Go" Signs

[Note: The following depiction is an example from another Yard House location and the phone number will be updated for the Village of Rosemont location.]

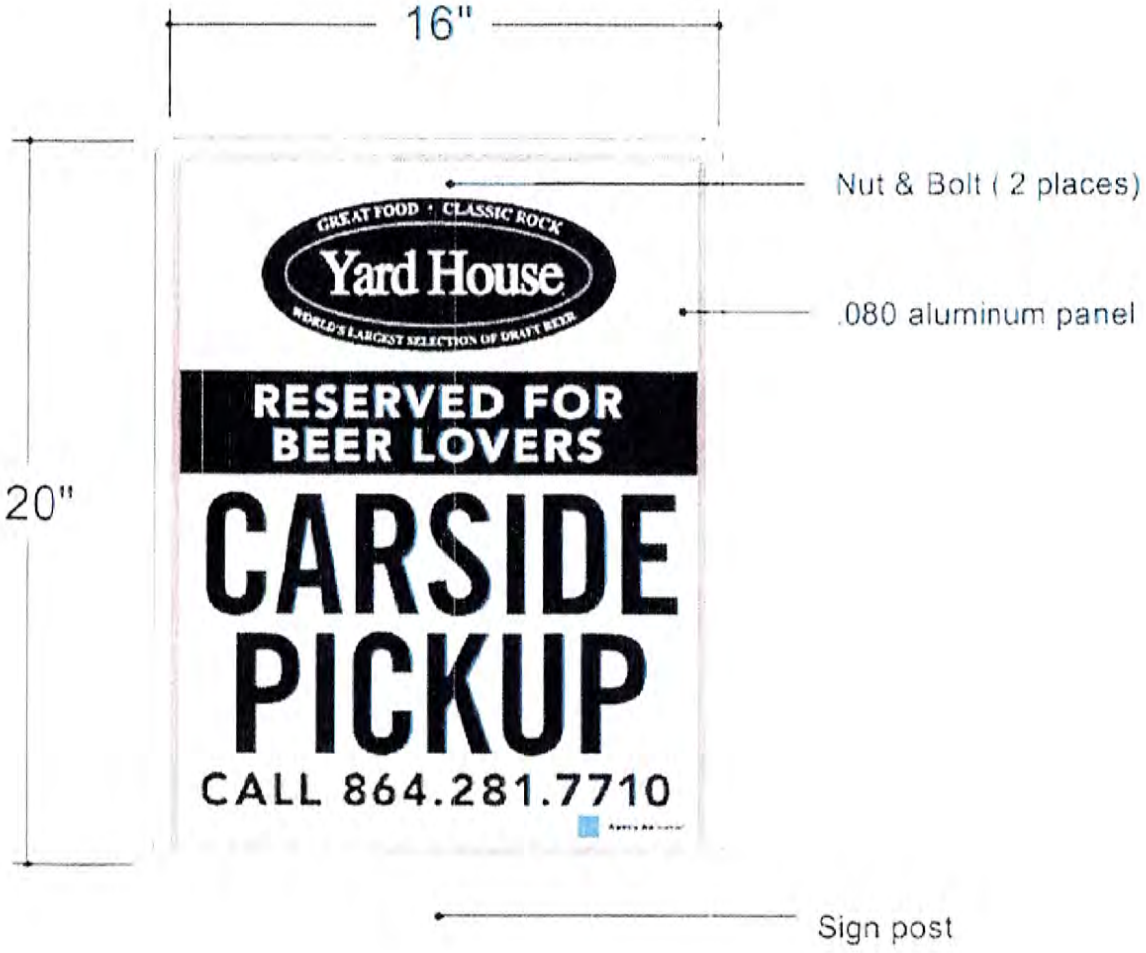


EXHIBIT D

Construction Staging Letter

_____, 2025
Village of Rosemont
Attn: Village Clerk
9501 Technology Boulevard
Suite 4000
Rosemont, Illinois 60018
MayorsOffice@VillageofRosemont.org

RE: Letter Agreement regarding certain construction matters related to the construction of a Yard House Restaurant at the northeast corner of Pearl Street and Berwyn Avenue, Rosemont, Illinois (the "Property"), which Property is more particularly described in that certain Real Estate Purchase and Sale Agreement and Development Agreement by and between the Village of Rosemont (the "Village") and 9902 Berwyn Avenue LLC ("Owner") dated _____, 2025(as amended, the "Restated PSA")

Dear Mayor Stephens:

All capitalized terms used herein shall have the meaning ascribed to such terms in that certain Parking Agreement to be entered into by and between the Village and Owner at the closing on the transfer of the Property to Owner pursuant to the terms of the Restated PSA.

It is Owner's understanding that:

1. Owner's contractors or Owner's tenant's contractors listed on Exhibit A (collectively "Contractors") shall have the right to use, at their risk but at no cost, the parking spaces located on the portion of the South Surface Parking Spaces depicted on Exhibit B to this letter agreement (the "Staging Area") for construction staging as described below in Paragraph 2 so long as Owner keeps the Staging Area clean and repairs any damage caused to the South Surface Parking Spaces by said usage.

2. Owner's and Owner's tenant's Contractors shall have the right to place no more than two (2) construction and/or hiring trailers and to create tool storage, materials staging and trash collection areas within the Staging Area; provided, however, Owner shall be required to erect and maintain construction fencing or other screening around such trailers, stored tools, staged materials and trash collection receptacles. All of the foregoing shall be promptly removed from the Staging Area which shall be promptly restored to its prior condition by Owner upon the termination of this Letter Agreement.

3. All of Owner's and Owner's tenant's Contractors shall use, at no cost, the Parking Garage for all construction contractor parking during construction on the Property provided, however, all construction contractor parking shall be confined and limited to the top floor of the Parking Garage. No construction Contractor parking shall be allowed in the Staging Area.

5. Owner shall indemnify and save harmless the Village, its agents, employees and officers (collectively referred herein as "Village's Group") from all liability, loss, cost or expense, including but not limited to injury to or death of any person or persons or damage to any property resulting from or arising out of or caused by the use of the Staging Area herein authorized.

6. Prior to the commencement of construction on the Property and the commencement of the use of the Staging Area, Owner and Owner's tenant's general contractor shall execute this letter agreement and thereby agree to its terms and its requirement to comply (and cause its Contractors to comply) with the terms hereof.

Should the Village agree with all of the foregoing, please evidence the Village's acceptance and agreement by causing an authorized signatory of the Village to execute this letter agreement where indicated below. Electronic or .PDF signatures shall constitute originals thereof for all purposes hereunder.

OWNER:

9902 BERWYN AVENUE LLC,
a Delaware limited liability company

By: _____
Andy Stein
Member

GENERAL CONTRACTOR:

41 NORTH CONTRACTORS LLC
By: _____
Name: _____
Its: _____

Acknowledged and agreed to this 12th day of January, ~~2025~~ 2026

VILLAGE OF ROSEMONT, ILLINOIS,
an Illinois municipal corporation

By: _____

Bradley A. Stephens, Its President

ATTEST:

By: _____

Kathryn Lawler, Village Clerk

Exhibit A

List of Owner's and Owner's Tenant's Contractors

41 North Contractors LLC – Owner's and Owner's Tenant General Contractor (General Contractor to supply list of subcontractors prior to commencement of construction.)

Exhibit B

Staging Area

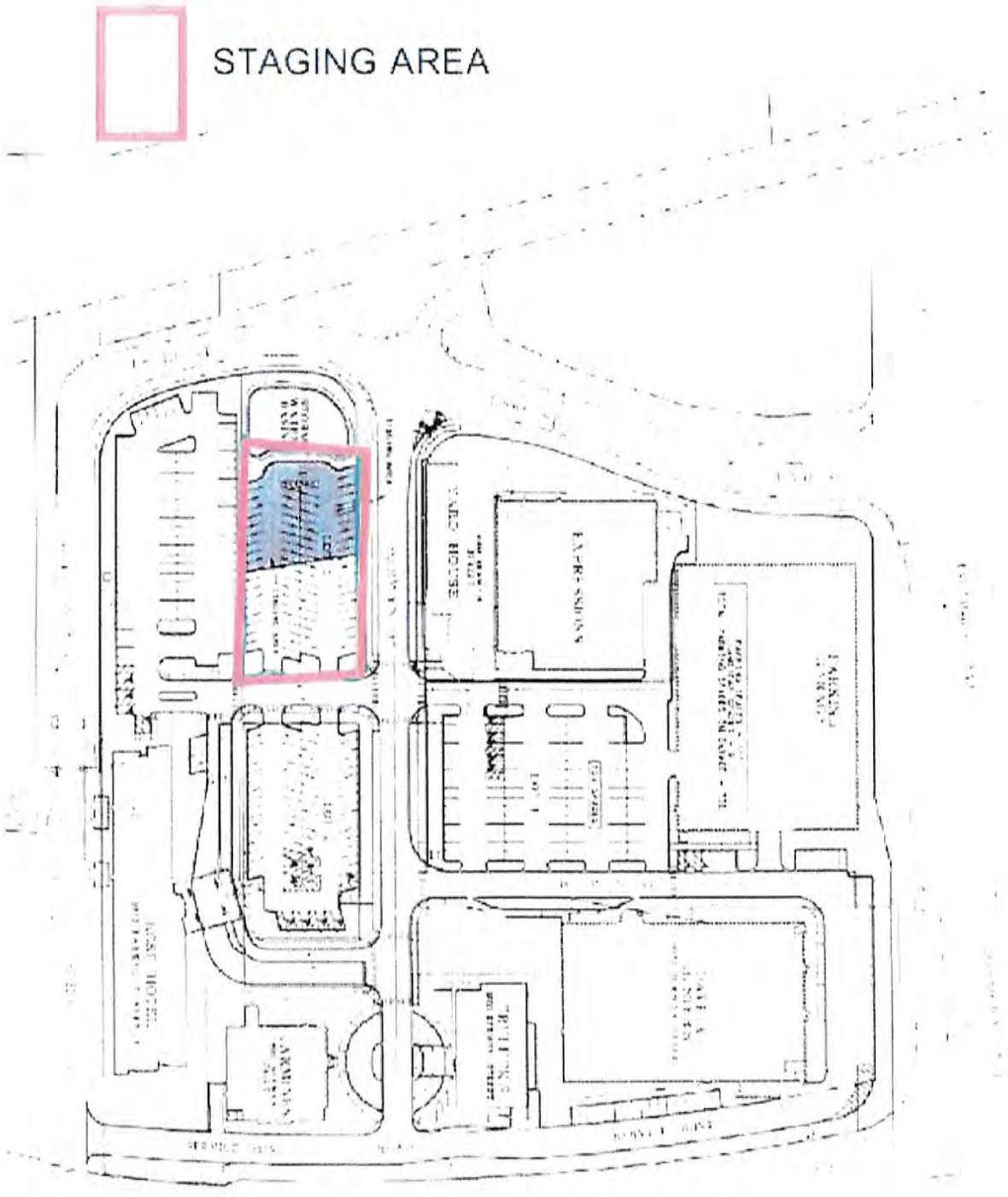


Exhibit E

Peak Contract

PEAK
CONSTRUCTION CORPORATION

January 5, 2026

Mayor Brad Stephens
Village of Rosemont
9501 W. Devon Ave.
Rosemont, IL 60018

RE: Pearl District Yard House Site Additional Construction Services Contract

Dear Mayor Brad Stephens:

Peak Construction Corporation (Peak) is pleased to present this Project Cost Authorization Agreement (Letter Agreement) that identifies Peak as the General Contractor for the Village of Rosemont Pearl District Expression Project located in Rosemont, IL. This letter Agreement will authorize Peak to perform pre-construction management, preliminary design assist and subcontracted services associated with the above noted project. Our proposal is based upon the following general parameters described below.

- **Yard House Site Additional Construction Services Buckets A, B and C:**
  - ✓ Overall Time Frame-Ten (10) weeks:
  - ✓ Mutually agreed upon construction progress and trailing waiver-based General Contract.
  - ✓ Part-time Project Management.
  - ✓ Full-time On-Site Field Supervision - M-F 7 AM to 4 PM.
  - ✓ Overtime On-Site Field Supervision and/or Project Management - $250/hour night-weekends excluding holidays.
  - ✓ Payment Terms - Net 30 days - Billed monthly following completed services.
  - ✓ **Insurance:**
    - The General Contractor (Peak) shall pay for and maintain at all times during the completion of the Project the following insurance:
      - Automobile Bodily Injury and Property Damage Liability insurance for all owned, non-owned and hired vehicles with limits of $ 1,000,000. Combined Single limit.
      - Commercial General Liability insurance including completed operations and contractual liability with limits of $1,000,000 Each Occurrence / $2,000,000 General Aggregate on a per project basis. Additional Insured endorsement similar to CG2010 0704 / CG2037 0704 or acceptable equivalent.
      - Workers' Compensation and Employer's Liability insurance sufficient and proper under the laws of the State of Illinois to protect the General Contractor against claims under the compensation laws of the State of Illinois.
      - Umbrella Liability insurance with limits of $5,000,000. Each Occurrence / $ 5,000,000. Aggregate.
      - Insurance certificates shall be provided by Peak Construction Corporation and all significant consultants (Work over $3,000) evidencing the Village's

additional insured status with respect to general liability insurance. Coverage will apply on a primary basis and the insurance of the Additional Insured shall be non-contributory.

- Additional Insured:
  - Village of Rosemont (Owner)
  - Gravity a Maverick Studio Architecture and Design, LLC (Construction Manager)
  - S/Point Ventures
  - Darden Restaurants, Inc.
- Owner and Peak Construction Corporation waive all rights against each other for damages caused by any perils to the extent they are covered by insurance except with respect to the right and distribution of proceeds. This only applies to builders risk.

- Owner and Peak will each have the right to terminate this cost authorization for any reason with written notice. Payment of costs to date for services performed and costs incurred shall be made to the General Contractor as of the date of termination;

- **Total Cost $1,831,952.00**

Please acknowledge acceptance and approval by signing and returning a copy of this agreement. If I can be of any further service or you have any questions, please do not hesitate to call.

Sincerely,

Michael P. Sullivan, Jr.

James P. Michael

PEAKCONSTRUCTION CORPORATION

Michael P. Sullivan, Jr.
CEO

James P. Michael
Project Executive

PROPOSAL ACCEPTED AND APPROVED

BY: _____
Accepted and Authorized

DATE:

Yard House Rosemont - Concrete Work Summary

Construction Cost Breakdown

1/5/2026

PEAK CONSTRUCTION CORPORATION

		$/SF	Construction Cost	NOTES
Site Summary				
	Total Site Area		1.47 Acres	
	Yard House Building (SF)		9,341	
Allowances				
A	Subtitle D Removals (DM)	$10.22	$95,530.00	
A	Subtitle D Extra Haul (D Mco)	$3.04	$28,350.00	
B	Winter Concrete Mix (Foundation Only)	$0.60	$5,645.00	
B	Winter Blankets (Foundation Only)	$2.26	$21,110.00	
B	Winter Concrete Mix (Slab)	$0.62	$5,783.00	
B	Winter Blankets (site work outside of foot)	$1.07	$10,000.00	
B	Winter Concrete Mix (Site concrete)	$0.23	$2,142.00	
B	Winter Blankets (Site concrete)	$1.35	$12,606.00	
B	Cut Ground to dig grade beams if ground is frozen (D Mco)	$1.45	$13,500.00	
B	Tent for Underground Plumbing, Liquid Boot and Structural Slab	$0.96	$23,691.00	And 40K per month after 1 month of rental
B	Electrical generator for temp heat and Lgt	$1.61	$15,000.00	5K of estimated diesel included
B	Heat Tent with propane estimate	$2.76	$25,735.00	10K of est meter propane included
Sub-total		**$34.16**	**$319,062.00**	
Base Site Work				
A	Demolition, Earthwork and Excavation (D Mco)	$1.51	$14,100.00	
B	Subgrade curbs, sidewalks/ entry walk (D Mco)	$1.43	$13,380.00	
C	Demo Curb for new drive, subgrade curbs, sidewalk and asphalt for new drive/service area	$1.17	$10,930.00	
B	Site Utilities (storm underdrain between EXP and YH and YH roof drains) (D Mco)	$3.68	$33,400.00	
C	Site Utilities Water from valve to inside building (D Mco	$1.07	$9,995.00	
C	Site Utilities (storm at trash area) (D Mco)	$1.77	$16,545.00	
B	Site Utilities (sanitary) (B Plumbing	$1.61	$15,000.00	
B	Trenches Sleeves DNR Electrical	$0.73	$6,787.00	
A	Site Concrete (Patio S4 and transformer pad) Scurto	$5.82	$54,366.00	
C	Site Concrete (trash pad, service arear and curbs) Scurto	$3.64	$34,040.00	
B	Site Concrete (transformer pad, sidewalk and curbs) Scurto	$2.53	$23,605.00	
C	Asphalt Patch (trash drive) (D Mco)	$0.70	$6,500.00	
Sub-total		**$25.55**	**$238,708.00**	
Base Building Concrete Construction Costs				
A	Building Excavation and Backfill (Mco)	$14.00	$131,000.00	
A	Helical Piles Down (Patcher	$1.71	$16,000.00	
A	Concrete Foundations Scurto	$30.33	$337,894.00	
A	Concrete Slab Scurto	$27.17	$253,841.00	
B	Liquid Vapor Mitigation System Midwest Barrier Solutions	$5.10	$47,616.00	40 degrees and rising
C	Underslab Plumbing (B Plumbing	$21.60	$221,751.00	
C	Underslab Electrical DNR Electrical	$4.23	$39,490.00	
Sub-total		**$110.00**	**$1,027,482.00**	
Project Management Costs				
A	Project Management & Supervision (General Conditions)	$4.28	$40,000.00	
B	Project Management & Supervision (General Conditions, project requirements, dumpsters)	$4.92	$46,000.00	
C	Project Management & Supervision (General Conditions, project requirements, dumpsters)	$2.14	$20,000.00	
A	Project Insurance (Excludes Builders Risk)	$1.50	$14,009.00	
B	Project Insurance (Excludes Builders Risk)	$0.62	$5,800.00	
C	Project Insurance (Excludes Builders Risk)	$0.54	$5,000.00	
A	Builders Risk	$1.18	$11,000.00	
B	Builders Risk	$0.47	$4,400.00	
C	Builders Risk	$0.39	$3,600.00	
A	Surveying	$1.08	$10,500.00	
B	Surveying	$0.48	$4,500.00	
C	Surveying	$0.37	$3,500.00	
A	Peak Fee Estimate	$4.18	$39,000.00	
B	Peak Fee Estimate	$2.03	$19,000.00	
C	Peak Fee Estimate	$1.93	$18,000.00	
Sub-total		**$26.41**	**$246,700.00**	
Total Costs Bucket A		**$112.18**	**$1,047,891.00**	
Total Costs Bucket B		**$44.40**	**$414,710.00**	
Total Costs Bucket C		**$39.34**	**$369,351.00**	
Total:			**$1,831,952.00**	

Clarifications:

- Yard House to verify all underslab MEP penetrations, locations, etc.
- Yard House to verify coordination of sidewalks by trenches, slab openings, etc.
- Temp heat, tenting, generators, underslab mechanical, temp lights, etc. by others
- Testing & Inspection not by Peak but paid by others
- Includes Bid Bond not by Peak but paid by others

Yard House Rosemont - Concrete Work Summary

Construction Cost Breakdown- SPV to VOR

1/5/2026

PEAK CONSTRUCTION CORPORATION

			NOTES
Site Summary			
Total Site Area		1.47 Acres	
Yard House Building (SF)		9,341	
	$/SF	**Construction Cost**	
Allowances			
Winter Concrete Mix (Foundation Only)	$0.60	$5,645.00	
Winter Blankets (Foundation Only)	$2.26	$21,110.00	
Winter Concrete Mix (Slab)	$0.62	$5,783.00	
Winter Blankets (site work outside of tent)	$1.07	$10,000.00	
Winter Concrete Mix (Site concrete)	$0.23	$2,142.00	
Winter Blankets (Site concrete)	$1.25	$12,606.00	
Cut Ground to dig grade beams if ground is frozen (DiMeo)	$1.45	$13,500.00	
Tent for Underground Plumbing, Liquid boot and Structural Slab	$8.96	$83,691.00	Add 40K per month after 1 month of rental
Electrical generator for temp heat and fuel	$1.61	$15,000.00	5K of estimated diesel included
Heat Tent with propane estimate	$2.76	$25,735.00	10K of estimated propane included
Sub-total	**$20.90**	**$195,212.00**	
Base Site Work			
Subgrade curbs, sidewalks/ entry walk DiMeo	$1.43	$13,380.00	
Site Utilities (storm underdrain between EXP and YH and YH roof drains) DiMeo	$3.58	$33,400.00	
Site Utilities (sanitary) IB Plumbing	$1.61	$15,000.00	
Telephone Sleeves DNR Electrical	$0.73	$6,797.00	
Site Concrete (transformer pad, sidewalk and curbs) Scurlo	$2.53	$23,605.00	
Sub-total	**$9.87**	**$92,182.00**	
Base Building Concrete Construction Costs			
Liquid Vapor Mitigation System Midwest Barrier Solutions	$5.10	$47,616.00	- 40 degrees and rising
Sub-total	**$5.10**	**$47,616.00**	
Project Management Costs			
Project Management & Supervision (General Conditions, project requirements, dumpsters	$4.92	$46,000.00	
Project Insurance (Excludes Builders Risk)	$0.62	$5,800.00	
Builders Risk	$0.47	$4,400.00	
Surveying	$0.48	$4,500.00	
Peak Fee Estimate	$2.03	$19,000.00	
Sub-total	**$8.53**	**$79,700.00**	
Total Costs Bucket B	**$44.40**	**$414,710.00**	

Clarifications:

Yard House to verify all under slab MEP for dimensions, locations, etc.

Yard House to verify coordination of all drawings, Ex. Trench drains, pick up parking, etc.

Raised concrete curbs and cooler slab (fonts, mechanical, footbs, etc.) by others

Testing TSt, coordinated by Peak but paid by others

Bollards to be surface mounted or cored by others after slab work is complete.

Yard House Rosemont - Concrete Work Summary

Construction Cost Breakdown YH to VOR

1/5/2026

PEAK CONSTRUCTION CORPORATION

Site Summary		
Total Site Area		1.47 Acres
Yard House Building (SF)		9,341
	$/SF	**Construction Cost**
Allowances		
Sub-total	**$0.00**	**$0.00**
Base Site Work		
Demo Curb for new drive, subgrade curbs, sidewalk and asphalt for new drive/ service area	$1.17	$10,930.00
Site Utilities Water from valve to inside building DiMeo	$1.07	$9,995.00
Site Utilities (storm at trash area) DiMeo	$1.77	$16,545.00
Site Concrete (trash pad, service arear and curbs) Scurto	$3.64	$34,040.00
Asphalt Patch (trash drive) (DiMeo)	$0.70	$6,500.00
Sub-total	**$8.35**	**$78,010.00**
Base Building Concrete Construction Costs		
Under slab Plumbing JB Plumbing	$21.60	$201,751.00
Under slab Electrical DNR Electrical	$4.23	$39,490.00
Sub-total	**$25.83**	**$241,241.00**
Project Management Costs		
Project Management & Supervision (General Conditions, project requirements, dumpsters)	$2.14	$20,000.00
Project Insurance (Excludes Builders Risk)	$0.54	$5,000.00
Builders Risk	$0.39	$3,600.00
Surveying	$0.37	$3,500.00
Peak Fee Estimate	$1.93	$18,000.00
Sub-total	**$5.36**	**$50,100.00**
Total Costs Bucket C	**$39.54**	**$369,351.00**

Clarifications:

- Yard House to verify all under slab MEP for dimensions, locations, etc.
- Yard House to verify coordination of all drawings. Ex. Trench drains, pick up parking, etc.
- Raised concrete curbs and cooler slab (booth, mechanical, booths, etc.), by others
- Testing TSC coordinated by Peak but paid by others
- Bollards to be surface mounted or cored by others after slab work is complete

Yard House Rosemont - Concrete Work Summary

Construction Cost Breakdown- VOR

1/5/2026

PEAK CONSTRUCTION CORPORATION

Site Summary		
Total Site Area		1.47 Acres
Yard House Building (SF)		9,341
	$/SF	**Construction Cost**
Allowances		
Subtitle D Removal (DAI)	$10.22	$95,500.00
Subtitle D Extra Haul (DiMeo)	$3.04	$28,350.00
Sub-total	**$13.26**	**$123,850.00**
Base Site Work		
Demolition, Earthwork, and Excavation DiMeo	$1.51	$14,150.00
Site Concrete (Patio S4 and transformer pad) Scurto	$5.82	$54,366.00
Sub-total	**$7.33**	**$68,516.00**
Base Building Concrete Construction Costs		
Building Excavation and Backfill DiMeo	$14.06	$131,300.00
H-Pile (Cut Piles Down) Thatcher	$1.71	$16,000.00
Concrete Foundations Scurto	$36.13	$337,484.00
Concrete Slab Scurto	$27.17	$253,841.00
Sub-total	**$79.07**	**$738,625.00**
Project Management Costs		
Project Management & Supervision (General Conditions)	$4.28	$40,000.00
Project Insurance (Excludes Builders Risk)	$1.50	$14,000.00
Builders Risk	$1.18	$11,000.00
Surveying	$1.38	$12,900.00
Peak Fee Estimate	$4.16	$39,000.00
Sub-total	**$12.51**	**$116,900.00**
Total Costs Bucket A	**$112.18**	**$1,047,891.00**

Clarifications:

- Yard House to verify all under slab MEP for dimensions, locations, etc.
- Yard House to verify coordination of all drawings. Ex. Trench drains, pick up parking, etc.
- raised concrete curbs and cooler slab (booth, mechanical, booths, etc.), by others
- Testing TSC coordinated by Peak but paid by others
- Bollards to be surface mounted or cored by others after slab work is complete

EXHIBIT F
Subdivision Plat

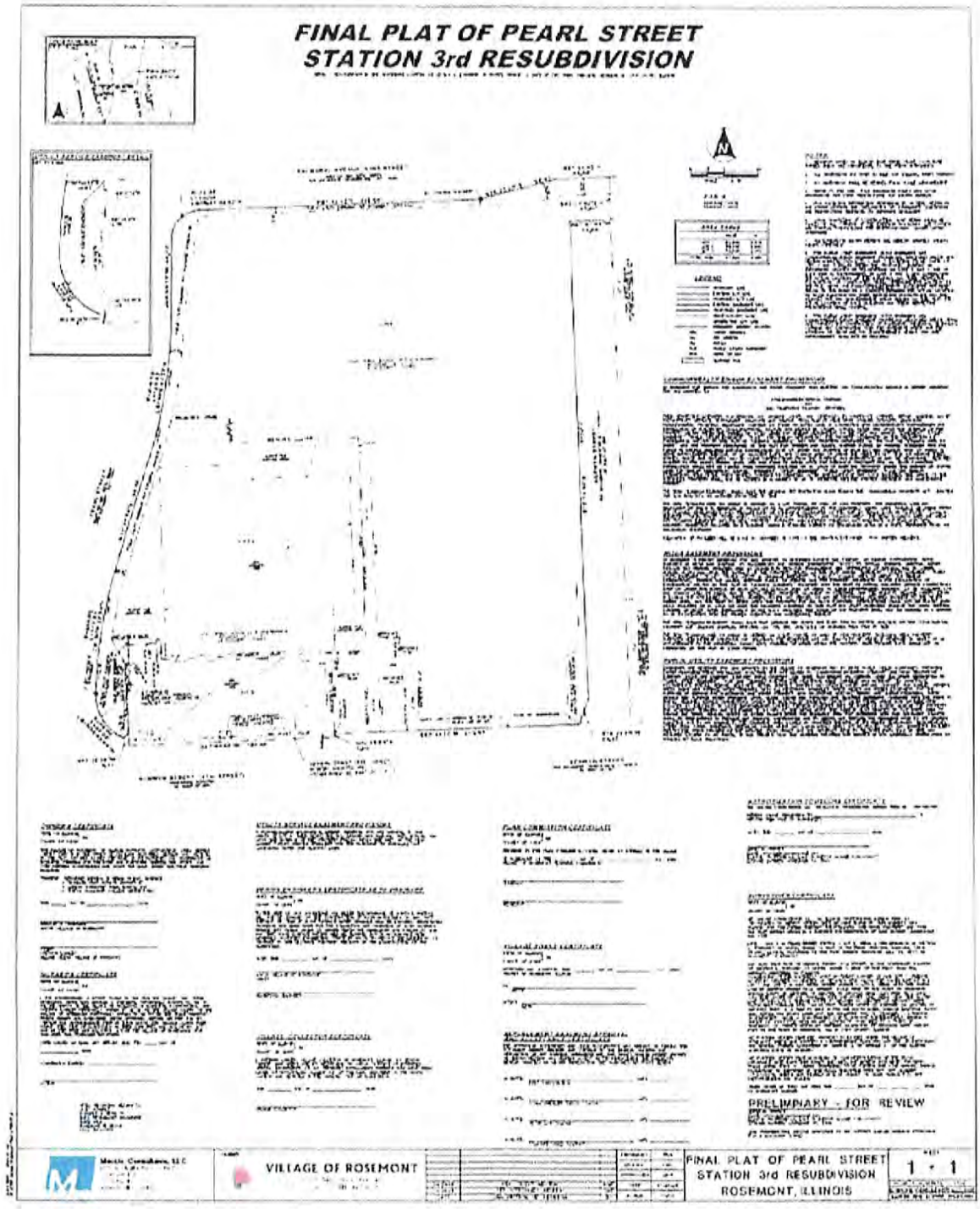


EXHIBIT G

GUARANTY AGREEMENT

This GUARANTY AGREEMENT entered into this 9th day of ~~October~~ January, 2026, ~~2025~~, by and between Andy Stein (hereinafter referred to as "Guarantor"), and the Village of Rosemont, an Illinois municipal corporation, (hereinafter referred to as "Village").

WITNESSETH:

WHEREAS, the Village has entered into a Restated Purchase and Sale Agreement with 9902 Berwyn Avenue LLC, a Delaware limited liability company ("Stein") dated as of January 12, ~~2025~~ 2026 (the "Restated Agreement") for certain vacant real property having the common address of 9902 Berwyn, Rosemont, IL 60018 (the "Property ") and whereon 9902 Berwyn Avenue LLC intends to construct a restaurant as more particularly set out in the Restated Agreement; and

WHEREAS, the Village's execution of the Restated Agreement is conditioned upon the Guarantor's execution of this Guaranty Agreement; and

WHEREAS, the Guarantor is a member of 9902 Berwyn Avenue LLC and shall derive substantial benefit from the Restated Agreement and in order to induce the Village to enter into the Restated Agreement with 9902 Berwyn Avenue LLC the Guarantor by execution of this Guaranty Agreement agrees to personally guarantee the payment to the Village of the Reimbursable Costs as more particularly set out in the Restated Agreement.

NOW THEREFORE, in consideration for the above-mentioned Restated Agreement and the promises contained herein, and for other good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Village to enter into the Restated Agreement with 9902 Berwyn Avenue LLC and Andy Stein, the Guarantor, intending to be legally bound, unconditionally and absolutely, agrees as follows:

1. Guaranty. So long as the Village in not in default under the Restated Agreement, and Seller's Work is completed, Guarantor personally guarantees the payment of the Reimbursable Costs as more particularly set out in the Restated Agreement (the "Guaranteed Obligations").

2. Term. So long as the Village in not in default under the Restated Agreement, and Seller's Work is completed, Guarantor's obligations under this Guaranty Agreement shall remain in full force and effect until the Guaranteed Obligations are paid in full.

3. Performance Guaranty. So long as the Village in not in default under the Restated Agreement, and Seller's Work is completed, in the event that 9902 Berwyn Avenue LLC fails to satisfy or secure the Guaranteed Obligations, Guarantor will promptly and fully satisfy said Guaranteed

Obligations.

4. Waiver of Notices. Without notice to or further assent from the Guarantor, the Village may waive or modify any of the terms or conditions of the Restated Agreement, or compromise, settle or extend the time of payment of any amount due from 9902 Berwyn Avenue LLC or the time of performance of any obligation of 9902 Berwyn Avenue LLC. The Village may take such actions without discharging or otherwise affecting the obligations of Guarantor.

5. Unconditional Obligations. So long as the Village in not in default under the Restated Agreement, and Seller's Work is completed, the liability of the Guarantor is direct, immediate, absolute, continuing and unconditional. the Village shall not be required to pursue any remedies it may have against 9902 Berwyn Avenue LLC or against any security or other collateral as a condition to enforcement of this Guaranty Agreement. So long as the Village in not in default under the Restated Agreement, and Seller's Work is completed, Guarantor shall not be discharged or released by reason of the discharge or release of 9902 Berwyn Avenue LLC for any reason, including a discharge in bankruptcy, receivership or other proceedings, a disaffirmation or rejection of the Restated Agreement or of related agreements, if any, by a trustee, custodian, or other representative in bankruptcy, a stay or other enforcement restriction, or any other reduction, modification, impairment or limitations of the liability of 9902 Berwyn Avenue LLC or any remedy of the Village. Guarantor assumes all responsibility for keeping itself informed of 9902 Berwyn Avenue LLC financial condition and assets, and of all other circumstances bearing upon the risk of non-performance by 9902 Berwyn Avenue LLC under the Restated Agreement and related agreements. Guarantor agrees that the Village shall have no duty to advise the Guarantor of information known to it regarding such circumstances or risks. In the event the Village releases 9902 Berwyn Avenue LLC from its obligations under the Restated Agreement, Guarantor shall be released to the same extent under this Guaranty Agreement. So long as the Village in not in default under the Restated Agreement, and Seller's Work is completed, this Guaranty Agreement shall remain in full force and effect, and the Guarantor fully responsible for the Guaranteed Obligations, without regard to any security or other collateral for the performance of the terms and conditions of the Restated Agreement, or the receipt, disposition, application, or release of any security or other collateral, now or hereafter held by or for the Village.

6. WAIVER OF JURY TRIAL. GUARANTOR HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY COURT AND IN ANY ACTION OR PROCEEDING OF ANY TYPE IN WHICH THE GUARANTOR, THE VILLAGE OR ANY OF THEIR RESPECTIVE SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS ARE A PARTY, AS TO ALL MATTERS AND THINGS ARISING DIRECTLY OR INDIRECTLY OUT OF THIS GUARANTY AGREEMENT AND THE RELATIONS AMONG 9902 BERWYN AVENUE LLC, GUARANTOR AND THE VILLAGE. BY SIGNING THIS INSTRUMENT, THE GUARANTOR HEREBY ACKNOWLEDGES THAT HE IS SIGNING THIS GUARANTY AGREEMENT FOR THE PURPOSES STATED HEREIN, INTENDING TO BE BOUND PERSONALLY BY ITS PROVISIONS, HAS HAD THE OPPORTUNITY REVIEW IT OR TO HAVE IT REVIEWED BY LEGAL COUNSEL, UNDERSTANDS, AND AGREES TO THE PROVISIONS CONTAINED HEREIN.

7. Subordination of Subrogation Rights. Guarantor subordinates any and all claims that the Guarantor has or may have against 9902 Berwyn Avenue LLC by reason of subrogation for payments or performance under this Guaranty Agreement or claims for any other reason or cause. Guarantor agrees not to assert any claims which he has or may have against 9902 Berwyn Avenue LLC, including claims by reason of subordination under this Guaranty Agreement, at any time when 9902 Berwyn Avenue LLC is in default under the Restated Agreement, until such time as the payment and other obligations of 9902 Berwyn Avenue LLC to the Village are fully satisfied and discharged.

8. Setoff. So long as the Village in not in default under the Restated Agreement, and Seller's Work is completed, Guarantor acknowledges that his liability pursuant to this Guaranty Agreement is absolute, and any setoff, recoupment, claim, reduction or diminution of any obligation, or any defense of any kind or nature, which 9902 Berwyn Avenue LLC may now have, or in the future may have, against the Village shall not be available under this Guaranty Agreement to the Guarantor against the Village, except that Guarantor may assert as a defense against the Village only full payment or performance by 9902 Berwyn Avenue LLC of all obligations to anyone in any amount under the Restated Agreement or other related agreements.

9. Non-Waiver. Guarantor agrees that no failure on the part of the Village to exercise any of its rights under this Guaranty Agreement shall be a waiver of such rights or a waiver of any default by Guarantor. Guarantor further agrees that no waiver or modification of any rights of the Village under this Guaranty Agreement shall be effective unless in writing and signed by an authorized officer of the Village. Guarantor further agrees that each written waiver shall extend only to the specific instance actually recited in such written waiver and shall not impair the rights of the Village in any other respect.

10. Attorney's Fees, Cost and Expense. Guarantor agrees to pay all reasonable costs and expenses, including reasonable attorney's fees, incurred by the Village in collecting or enforcing or attempting to collect or enforce the Guaranteed Obligations.

11. Enforcement. Guarantor acknowledges that the Village may, in its sole discretion, elect to enforce this Guaranty Agreement or any part thereof, against Guarantor without any duty or responsibility to pursue any other person or entity and that such an election by the Village shall not be a defense to any action the Village may elect to take against any other Guarantor.

12. Binding Effect. Guarantor agrees that this Guaranty Agreement shall be binding upon Guarantor, his heirs, administrators, executors, successors and assigns, and that the assignment or delegation by the Village of its rights under the Restated Agreement or hereunder shall in no way impair or affect this Guaranty Agreement, either with respect to the estate of the person so deceased, which shall continue to be bound, or otherwise. Guarantor further agrees that this Guaranty Agreement shall inure to the benefit of the Village, its administrators, successors and assigns.

13. Governing Law. Guarantor agrees that this Guaranty Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Guarantor agrees that the Courts of

Cook County, Illinois and the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction and venue with respect to all actions by or against Guarantor under or pursuant to this Guaranty Agreement and hereby consents to the jurisdiction of such courts and to service of process, effective upon receipt by personal service, overnight express delivery or registered or certified mail to Guarantor at the address given herein for the Guarantor. Guarantor shall promptly notify the Village in writing of any change in Guarantor' addresses.

14. Sealed Instrument. Guarantor recognizes that this Guaranty Agreement when executed constitutes a sealed instrument and as a result the instrument will be enforceable as such without regard to any statute of limitations which might otherwise be applicable and without any consideration.

15. Severability. In the event that any one or more of the provisions contained in this Guaranty Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Guaranty Agreement, and this Guaranty Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. Restated Agreement. No change or modification of this Guaranty Agreement shall be valid unless the same is in writing and signed by the Village and Guarantor.

17. Notice. Each provision of this Guaranty Agreement with reference to the sending, mailing or delivery of any notice, shall be deemed to be complied with when and if the following steps are taken: Any notice, demand, approval, waiver or other communication or document required or permitted by this Guaranty Agreement ("Notice") shall be in writing and shall be deemed to have been given to the intended recipient (i) if sent by overnight courier, express mail or similar personal delivery, when actually received or rejected by any party at the address of the intended recipient, as noted on the receipt of such delivery service, or (ii) if deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties designated below for Notice purposes at the respective street addresses set out opposite their names, Three (3) days after such deposit whether or not received. The party to this Guaranty Agreement may change the address for Notice purposes to such other street address in the continental United States as is specified by written notice delivered in accordance with the provisions of this Section at least Ten (10) days prior to the effective date of such change of address; provided that for purposes of giving Notice as required by this Guaranty Agreement, Notice shall be required to be given to only one addressee at one street address at any given time.

Notice as required by this Guaranty Agreement, Notice shall be required to be given to only one addressee at one street address at any given time.

Village:

Village of Rosemont
Attn: Village Clerk
9501 Technology Boulevard, Suite 4000

Rosemont, IL 60018

With a copy to:

William E. Ryan
Ryan & Ryan Law, LLC
9501 Technology Boulevard, Suite 4300
Rosemont, IL 60018

Guarantor:

Andy Stein
c/o S Point Ventures, LLC
450 Skokie Blvd. #505
Northbrook, IL 60062
Attn: Andy Stein
astein@spointventures.com

With a copy to:

Becker Gurian
513 Central Avenue, 4th Floor
Highland Park, Illinois 60035
Attn: Jeffrey B. Gurian, Esq.
jeff@beckergurian.com

Guarantor Signature Appears on Following Page

IN WITNESS WHEREOF, the Guarantor has set its hand and seal the day and year first above written.

Andy Stein

Print Name: Andy Stein

GUARNTOR ACKNOWLEDGMENT

STATE OF ILLINOIS)
) *SS:*
COUNTY OF Cook)

On this, the 9th *day of* ~~October 2025~~ January 2026, *before me, a Notary Public,* Andy Stein , *the undersigned, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, appeared before me and acknowledged that he executed the same and for the purposes therein contained.*

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Official Seal
GLORIA DOLORES HERNANDEZ
Notary Public, State of Illinois
Commission No. 1018393
My Commission Expires October 2, 2029

EXHIBIT H
Restaurant Lease Conditions

A. The Subdivision Plat is recorded.

B. The Survey of the Property is updated upon recording of the Subdivision Plat.

C. The Seller shall have obtained the NFR.

D. The Seller shall have obtained an amendment to the Metropolitan Water Reclamation District of Greater Chicago Permit.

E. The Seller shall have issued the Building Permit.

F. The Seller shall have completed all of the Seller's Work.

G. Purchaser shall deliver to Tenant the fully executed Parking Agreement.

H. Purchaser shall deliver to Tenant the fully executed Staging Area Letter Agreement.

I. Purchaser and Tenant shall have entered into a Memorandum of Lease.

J. Purchaser shall deliver to Tenant a subordination, non-disturbance and attornment agreement, signed by any lender providing a loan to Purchaser in connection with the acquisition.

K. Purchaser shall have obtained a "marked" Title Commitment or Pro Forma Title Policy insuring Purchaser's fee simple title to the Property.

BOARD APPROVED
January 12, 2026

Truluck's 2024

RESTATED PARKING AGREEMENT

between

THE VILLAGE OF ROSEMONT,
an Illinois municipal corporation

and

BRE PEARL STREET 2, LLC, an Illinois limited liability company

January 13, 2025

RESTATED PARKING AGREEMENT

~~4~~ This Restated Parking Agreement (the "Restated Parking Agreement") is made as of the 13 day of January 2025 (the "Effective Date") by and between the VILLAGE OF ROSEMONT, an Illinois home rule municipal corporation (the "Village") and BRE PEARL STREET 2, LLC, an Illinois limited liability company("BRE 2").

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RECITALS

A. The Village and BRE 2, entered into a Parking Agreement dated July 17, 2017 (the "Original Parking Agreement") providing for the respective parties' responsibilities, liabilities and indemnities with regard to the Public Parking Spaces and the use of the Public Parking Spaces by BRE 2 and its Authorized Users of the property having the common address of 9860 Berwyn Avenue, Rosemont, Illinois 60018 as depicted on Exhibit A attached hereto and made a part hereof (the "Property") (the Public Parking Spaces and Authorized Users to be defined as set out in this Restated Parking Agreement) .

B. The Village owns, controls, operates and maintains certain surface parking spaces ("Lot 1 Surface Parking Spaces" as depicted and referenced as Lot 1 on Exhibit B), surface parking spaces south of Berwyn Avenue and west of the Property ("Lot 2 and Lot 3 Surface Parking Spaces" as depicted and referenced as Lot 2 and Lot 3 on Exhibit B) and a public parking garage ("Parking Garage" as depicted and referenced as Parking Garage on Exhibit B) (the Lot 1 Surface Parking Spaces, the Lot 2 and Lot 3 Surface Parking Spaces and the Parking Garage collectively being referred to as the "Public Parking Spaces"), associated common areas, including but not limited to access drives, driveways, drive aisles, walkways, elevators, curbing, and other areas reasonably necessary or convenient to access the Public Parking Spaces to and from the public roads and the Property (the "Common Area") as depicted on Exhibit B attached hereto and made a part hereof.

C. This Restated Parking Agreement provides for the respective parties' responsibilities, liabilities and indemnities with regard to the Public Parking Spaces within the commercial development commonly known as the Pearl District and depicted on Exhibit C (the "Pearl District").

D. It is the intention of the Village and BRE 2 to enter into this Restated Parking Agreement to amend, clarify and supersede the Original Parking Agreement in all respects including, without limitation, providing BRE 2, its successors and assigns, and their customers, employees, guests, patrons and invitees of the Property (all of whom are collectively referred to herein as "Authorized Users") with the right to the non-exclusive use of the Public Parking Spaces and Common Area as permitted by this Restated Parking Agreement and as permitted and controlled by the Village in its sole discretion.

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 BRE 2 agree as follows:

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

2. Parking Agreement Granted. The Village, its successors and assigns, grants to BRE 2, and its successors and assigns, as permitted by this Restated Parking Agreement, the right to the non-exclusive use of the Public Parking Spaces and Common Area for the parking of motor vehicles of BRE 2 and its Authorized Users. The Village agrees that the Public Parking Spaces are sufficient to meet the Village of Rosemont's parking requirements for BRE 2's Property. The Public Parking Spaces shall be maintained by the Village at all times in a manner to permit the use and operations on the Property in compliance with all applicable parking requirements.

3. Use of the Public Parking Spaces and Common Area.

A. BRE 2, its successors and assigns, and its Authorized Users shall have the right to the non-exclusive use of the Public Parking Spaces and Common Area for their intended purposes including, in particular, for the parking of motor vehicles. Subject to the terms and conditions herein and without limiting the previous sentence and the grants contained in Section 2 above, the Village shall have the right to regulate, control, operate and maintain the Public Parking Spaces and Common Area for the non-exclusive use of the Public Parking Spaces and Common Area by BRE 2, its successors and assigns, and its Authorized Users and the other similar users of the Public Parking Spaces within the Pearl District.

B. Upon fourteen (14) day prior written notice to BRE 2, the Village shall have the absolute right to (i) install a parking system for the Public Parking Spaces including, but not limited to, parking gates and a gate ticketing system for the Parking Garage and the Lot 2 and Lot 3 Surface Parking Lots to control the use of the Public Parking Spaces.

C. BRE 2 shall have the right to the non-exclusive use of the Public Parking Spaces and the Common Area subject to the terms and provisions of this Restated Parking Agreement. Except for the CAM charge set forth in Section 5.C below, Authorized Users shall not be charged for use of the Lot 1 Surface Parking Spaces north of Berwyn Avenue for the entire Term of this Restated Parking Agreement. The Village shall have the right to install parking gates and a gate ticketing system with a reasonable market parking fee for the Parking Garage and/or the Lot 2 and Lot 3 Surface Parking Lots provided, however, in such event BRE 2 and its Authorized Users shall be entitled to free parking with validation in the Parking Garage and the Lot 2 and Lot 3 Surface Parking Lots until January 1, 2051 and further provided that any such parking fee charged by the Village thereafter shall be a reasonable market parking fee charged to all other similar users of the Parking Garage and the Lot 2 and Lot 3 Surface Parking Lots. BRE 2 and its Authorized Users shall not be allowed to park overnight in any of the Public Parking Spaces.

In the event the Village installs parking gates and the gate ticketing system for the Parking Garage and/or the Lot 2 and Lot 3 Surface Parking Lots, the Village shall provide BRE 2 with a single parking validation unit. In the event BRE 2 requests additional parking validation equipment (in addition to what the Village is required to provide pursuant to the preceding sentence), BRE 2 shall be responsible for the cost, maintenance, repair and replacement of such additional parking validation equipment.

4. Operation of the Public Parking Spaces.

A. The Public Parking Spaces and Common Area shall be available and accessible for pedestrian and vehicular ingress, egress, and parking by BRE 2 and its Authorized Users on a daily basis, provided that the Village upon at least three (3) days' prior written notice to BRE 2 (except in case of emergency in which case notice shall be given as soon as possible) may temporarily limit the accessibility of the Public Parking Spaces where it is necessary to limit access in order to perform repair or maintenance work on the Public Parking Spaces provided that, in such circumstance, the Village shall perform such repair and maintenance obligations in a manner least intrusive to the business operations on the Property (including, if necessary, the Village providing alternative ingress, egress, and/or parking so as to not affect the business operations thereon). In the event BRE 2 is unable to use the Public Parking Spaces and Common Area for more than three (3) consecutive days, in addition to all other rights and remedies provided herein and in law and equity, then BRE 2' obligation to pay the common area maintenance ("CAM") charge specified in Section 5 below shall abate until the Public Parking Spaces and Common Area are made available to BRE 2 and its Authorized Users as required by the terms of this Restated Parking Agreement.

B. Subject to the terms and conditions of this Restated Parking Agreement, the Village shall have the sole responsibility for controlling, operating and maintaining the Public Parking Spaces and Common Area. The Public Parking Spaces shall be controlled, operated and maintained by the Village in accordance with a standard which is the equivalent or greater than the highest standards which the Village uses to control, operate and maintain other public parking spaces, public parking garages and parking facilities owned by and operated by or on behalf of the Village in Rosemont but in all circumstances in a good, safe, condition and state of repair.

C. BRE 2 shall use the Public Parking Spaces only for the purpose of providing non-exclusive parking for its Authorized Users. BRE 2 shall not (and shall not permit any third-party to) (i) injure, overload, deface or otherwise harm the Public Parking Spaces or commit any nuisance thereon or in a manner which tends to create a nuisance, (ii) make any use of the Public Parking Spaces which is improper, offensive or contrary to any law, ordinance or regulation of any governmental authority or this Restated Parking Agreement, (iii) use any advertising in the Public 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 Public Parking Spaces, and (v) use the Public Parking Spaces for an off-site airport parking enterprise, BRE 2 shall not charge its Authorized Users any charge for using the Public Parking Spaces as long as the Village is not charging a reasonable market parking fee to BRE 2 or its Authorized Users.

D. BRE 2 shall have the right to operate its own valet service in a location approved by the Village to serve the Property unless the Village (or a third-party authorized by the Village) is operating its own valet service in the Pearl District.

5. Repair and Maintenance of the Public Parking Spaces; Common Area; CAM.

A. At its sole cost and expense, subject to BRE 2 and its successors and assign's obligation to pay CAM (as defined below) and the terms of this Restated Parking Agreement, the Village, its successors and assigns, shall be responsible for repairing and maintaining the Public Parking Spaces and the Common Area at all times in a good, safe condition and state of repair. The Village, its successors and assigns, shall at all times maintain and repair (or cause to be maintained, operated and repaired) the Public Parking Spaces and Common Area in an economical and efficient manner according to a commercially reasonable standard for comparable municipally owned and operated public parking spaces, parking garages and parking facilities located in Rosemont, Illinois and in a good, safe condition and state of repair in accordance with all applicable laws including, but not limited to: repairing and replacing paving; keeping the Public Parking Spaces and Common Area properly drained, reasonably free of water, mud, sand, rubbish and other obstructions and in a neat, clean, orderly, sightly and sanitary condition; plowing and removing snow as necessary; repainting exterior painted surfaces whenever necessary as a result of peeling, flaking, staining, or other unsightly condition; maintaining adequate trash receptacles throughout the Public Parking Spaces and Common Area, and periodically collecting and removing all refuse; maintaining all signs, markers, painted lines and other means and methods of pedestrian and vehicular traffic control; and maintaining all storm sewerage and draining utilities and other utilities. The Village's costs of such repair and maintenance of the Public Parking Spaces and Common Area will be considered as part of and included in BRE 2 and its successors and assign's CAM.

B. The Village, its successors and assigns, shall keep the Public Parking Spaces and Common Area suitably lighted through at least two (2) hours after BRE 2 closes.

C. The Village has instituted a CAM charge for costs associated with the repair and maintenance of the Public Parking Spaces and the Common Area. The BRE 2 CAM charge currently is and shall be $5.97 per square foot calculated on the 13,801 square foot building on the Property and shall continue until October 1, 2025and shall increase three percent (3%) per year on October 1, 2025 and thereafter on October 1 of each following year.

D. The Village and BRE 2 agree to cooperate with each other and coordinate security activities, BRE 2 being responsible for security within the Property and the Village being responsible for security in the Public Parking Spaces and Common Area . If based on repeated, actual, reported incidents requiring law enforcement or security involvement occurring in the Public Parking Spaces and Common Area , the Village believes that existing security measures should be augmented, the Village may notify BRE 2 in writing. In the event of such notification, BRE 2 will work in good faith to attempt to address the incidents and implement appropriate curative or other preventative action as either suggested or required by the Village.

With regard to clarification or modification of security procedures under this Paragraph, except as deemed necessary based upon safety or security concerns, BRE 2 agrees to participate in good faith in the consultation with the Village and to in good faith review and attempt to address the identified issues. Nothing herein shall prevent either party from exercising any and all available remedies under this Restated Parking Agreement in Section 14.

6. Pearl District Signage. During the Term (as defined below) of this Restated Parking Agreement, the Village will work with BRE 2 to exhibit signage on any available Village controlled signage asset within the Pearl District.

7. Term. The term of this Restated Parking Agreement (the "Term") shall naturally expire ninety-nine (99) years from the Effective Date. On or before June 1, 2051, the Village and BRE 2 will negotiate, in good faith, their respective contributions to any necessary or prudent capital improvements to the Public Parking Spaces, charging an appropriate parking fee for BRE 2 and its Authorized Users that does not exceed the parking fee of other similar users of the Parking Spaces, and also adjust the CAM charge to reflect the actual costs anticipated for the remainder of the Term.

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

9. Cooperation. BRE 2 and the Village shall cooperate with one another and other users of the Public Parking Spaces as may be required to maintain and enhance the orderly and efficient operation of the Public Parking Spaces. Each of the parties acknowledges the working nature of this Restated 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 Restated Parking Agreement.

10. Indemnification. Except to the extent caused by the negligence or willful misconduct of the Village or its agents, employees or contractors, BRE 2, and its successors and assigns as permitted by this Restated Parking Agreement, shall indemnify and hold harmless the Village from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) to the extent arising from injury to persons or death or property damage occurring within the Public Parking Spaces and Common Area caused by (i) BRE 2 or its agents, employees or contractors, or (ii) the negligence or intentional misconduct of BRE 2 or its agents, employees or contractors. Except to the extent caused by the negligence or willful misconduct of BRE 2 or its agents, employees or contractors, the Village, and its successors and assigns as permitted by this Restated Parking Agreement, shall indemnify and hold harmless BRE 2 from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) to the extent arising from injury to persons or death or property damage occurring within the Public Parking Spaces and Common Area caused by (i) the Village or its agents, employees or contractors or (ii) the negligence or intentional misconduct of the Village or its agents, employees or contractors.

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 Restated 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 Technology Boulevard, Suite 4000 Rosemont, IL 60018 Telephone: (847) 825-4404
With a copy to:	Ryan & Ryan Law, LLC Attention: William Ryan 9501 Technology Boulevard, Suite 4300 Rosemont, IL 60018 Telephone: (847) 825-8600
BRE 2:	BRE Pearl Street 2, LLC Attention: Marc Offt 9501 Technology Boulevard, Suite 4104 Rosemont, IL 60018

or at such other address(es) in the United States as Village or BRE 2 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 five (5) 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 BRE 2 certify whether this Restated Parking Agreement is in full force and effect, whether this Restated Parking Agreement is modified or unmodified, and whether or not there exists any default in the Restated Parking Agreement or provision contained in the Restated 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 BRE 2 to make the certification.

13. Attorneys' Fees and Costs. In the event of any action at law or inequity in relation to this Restated 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 Restated Parking Agreement and such failure continues uncorrected for fifteen (15) days, after notice from the other

party, (the "Non-Defaulting Party"), unless otherwise specified herein, the Non-Defaulting Party may invoke any right or remedy allowed at law or in equity or by statute or as otherwise set forth herein. 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 to completion thereafter, then the Defaulting Party shall have such additional time as is reasonably necessary to remedy the default before any remedies may be enforced. Following the expiration of the applicable cure period, the Non-Defaulting Party may bring an action against the Defaulting Party for the specific performance of any obligation undertaken by the Defaulting Party in this Agreement, for injunctive or other equitable relief, or for damages in any court of competent jurisdiction in the County in which the Property is located.

15. Transfer of Parking Agreement.. BRE 2 may sell, convey, assign, or transfer ("Transfer") the Restated Parking Agreement provided a Transfer includes the transfer of all of the Property and all rights and obligations of BRE 2 under the Restated Parking Agreement provided that such assignee or transferee shall acknowledge and assume, in writing, any and all obligations which BRE 2 has under this Restated Parking Agreement and BRE 2 and such assignee or transferee shall thereafter be jointly and severally liable under this Restated Parking Agreement. Any other transfer of the Restated Parking Agreement shall not be effective. Notwithstanding the foregoing, for clarification purposes, in the event BRE 2 (or its successors and/or assigns) leases, subleases or otherwise grants to a third-party the right to occupy a portion of the building on the Property, then such third-party shall have all rights to the non-exclusive use of the Public Parking Spaces and Common Area afforded to BRE 2 set forth in this Restated 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 Restated 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 Restated 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 to from the effective date hereof.

17. Invalid Provisions. If any provision of this Restated Parking Agreement is held invalid, the remainder of this Restated 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 Restated 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 Restated Parking Agreement. This Restated Parking Agreement shall become effective only upon execution and delivery thereof by the Village and BRE 2. This Restated Parking Agreement has been negotiated by the Village and BRE 2 and the Restated Parking Agreement, together with all of the terms and provisions hereof, shall not be deemed to have been prepared by either the Village or BRE 2, but by both equally.

19. Submission to Jurisdiction. Each party to this Restated 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 Restated 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. If BRE 2 or any permitted assignee hereof shall be a foreign corporation or shall have no agent, member or partner available for service of process in the State of Illinois, BRE 2 hereby designates the Secretary of State, State of Illinois, its agent for the service of process in any court action between it and the Village arising out of or related to this Restated Parking Agreement and such service shall be made as provided by the laws of the State of Illinois for service upon a non-resident provided, however, that a copy of such service shall be delivered to BRE 2 by prepaid, registered mail, return receipt requested, at the time of service to BRE 2 at the address for notices specified in Section 11 of this Restated Parking Agreement.

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

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

22. Successors and Assigns. The terms herein contained in this Restated Parking Agreement shall bind and inure to the benefit of the Village, its successors and assigns, and BRE 2 and its successors and assigns as permitted by Section 15 of this Restated Parking Agreement.

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

24. Real Estate, Use or Leasehold Taxes. The parties contemplate that the Public Parking Spaces, including the Parking Garage, are exempt from real estate taxes, use or leasehold taxes under Illinois law. In the event that real estate taxes, use or leasehold taxes are levied against the Public Parking Spaces, including the Parking Garage as a result of BRE 2 or its Authorized Users' use of the them or as a result of this Restated Parking Agreement (any such taxes, "Parking Right Taxes"), BRE 2 and its Authorized Users shall not be liable for payment of Parking Right Taxes levied for the period from the Effective Date through December 31, 2051. The Village shall be liable for such Parking Right Taxes until January 1, 2025 regardless of whether the Village or BRE 2 is assessed any Parking Right Taxes. Following said period, BRE 2 will be responsible for and shall pay its proportionate share of Parking Right Taxes as calculated and prorated on the ratio that the overall square footage of the building on the Property bears to the gross overall square footage of all buildings (except for the hotel development which has its

own parking) that are within the Pearl Street District as of January 1, 2052 and from time to time thereafter during the remainder of the Term.

25. Required Insurance Coverages.

A. BRE 2 shall secure or cause others to secure and keep in full force and effect during the entire Term of this Restated Parking Agreement commercial general liability insurance for the rights granted herein to the non-exclusive use of the Public Parking Spaces and Common Area 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 BRE 2 shall be permitted to utilize its umbrella coverage to satisfy the coverage amounts herein as it relates to BRE 2, its successors and assigns as permitted by this Restated Parking Agreement, and its Authorized Users non-exclusive use of the Public Parking Spaces. Such policies required hereunder shall name the Village as an additional insured on a primary basis and BRE 2 as the named insured, Certificates evidencing all such insurance shall be provided upon written request of the Village.

B. The Village shall secure and keep in full force and effect during the entire Term of this Restated Parking Agreement casualty and commercial general liability insurance on the Public Parking Spaces and Common Area to allow the Village to rebuild and restore them pursuant to Section 26 below. The amount of such casualty insurance shall not be less than full replacement cost of said improvements. The Village shall maintain commercial general liability insurance 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, BRE 2 acknowledges that the Village shall be permitted to utilize its umbrella coverage to satisfy the general liability insurance coverage amounts herein as it relates to the Public Parking Spaces. Certificates evidencing all such insurance shall be provided upon written request of BRE 2.

26. Damage and Destruction. In the event the Public Parking Spaces and/or Common Area are either damaged or destroyed by fire, flood, earthquake, or other casualty and promptly following the Village's receipt of insurance proceeds (provided the Village has maintained the casualty insurance required by Section 25(B)), the Village, its successors and assigns, shall reconstruct and/or repair the Public Parking Spaces and/or Common Area to a substantially similar condition as existed prior to such casualty. In the event of a casualty event, the Village agrees during such reconstruction and/or repair period of the Public Parking Spaces to provide BRE 2 with an adequate number of parking spaces in the nearest available Village-owned parking improvements. .

27. Non-Liability of Officials and Employees: No present or future official, employee or agent of the Village or BRE 2 shall have any personal liability, directly or indirectly, under or in connection with this Restated Parking Agreement or any agreement made or entered into under or in connection with the provisions of this Restated Parking Agreement, and each party hereunder, and their successors and assigns as permitted by this Restated Parking Agreement, shall look solely to the other party hereunder for the payment of any claim or for any performance, and hereby waives any and all such personal liability. The parties hereto specifically agree, that neither the Village of Rosemont nor BRE 2 shall have any liability for any breach of any of the terms of this Restated Parking Agreement in the form of consequential or punitive

damages. The provisions of this Section 27 shall survive the termination of this Restated Parking Agreement.

28. Runs with the Land. Subject to the Term and the other provisions contained herein, this Agreement runs with the land.

29. Multiple Counterparts. This Restated 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 Restated 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 Restated Parking Agreement as of the day and year first set forth above.

BRE 2:

BRE PEARL STREET 2, LLC an Illinois limited liability company

By: _____

Printed Name: Marc Offit

Its: Managing Member

VILLAGE:

VILLAGE OF ROSEMONT, ILLINOIS,
an Illinois municipal corporation

By: _____

Bradley A. Stephens, Its President

ATTEST:

By: _____

Kathryn Lawler, Village Clerk

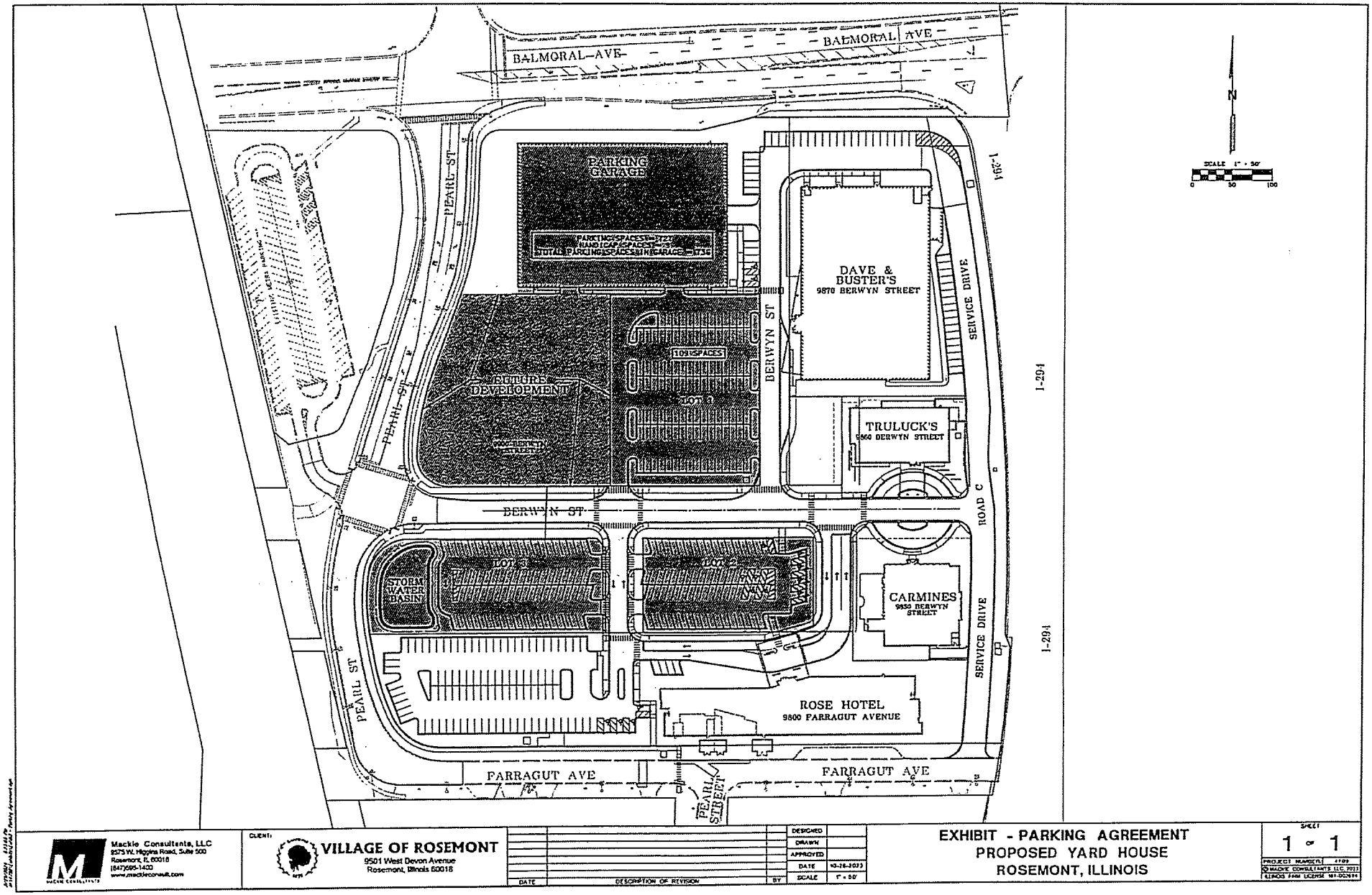
LIST OF EXHIBITS

Exhibit A – Legal Description of the Property
Exhibit B- Depiction of Public Parking Spaces, Common Area, Lot 2 and Lot 3 Surface Parking Lots
Exhibit C- Depiction of Pearl District

EXHIBIT A

LOT 2 IN PEARL STREET STATION 2ND RESUBDIVISION, BEING A RESUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 2017 AS DOCUMENT 1714616382, IN COOK COUNTY, ILLINOIS.

EXHIBIT B



Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)585-1420
www.mackieconsult.com

CLIENT:
VILLAGE OF ROSEMONT
9501 West Devon Avenue
Rosemont, Illinois 60018

DATE	DESCRIPTION OF REVISION	BY

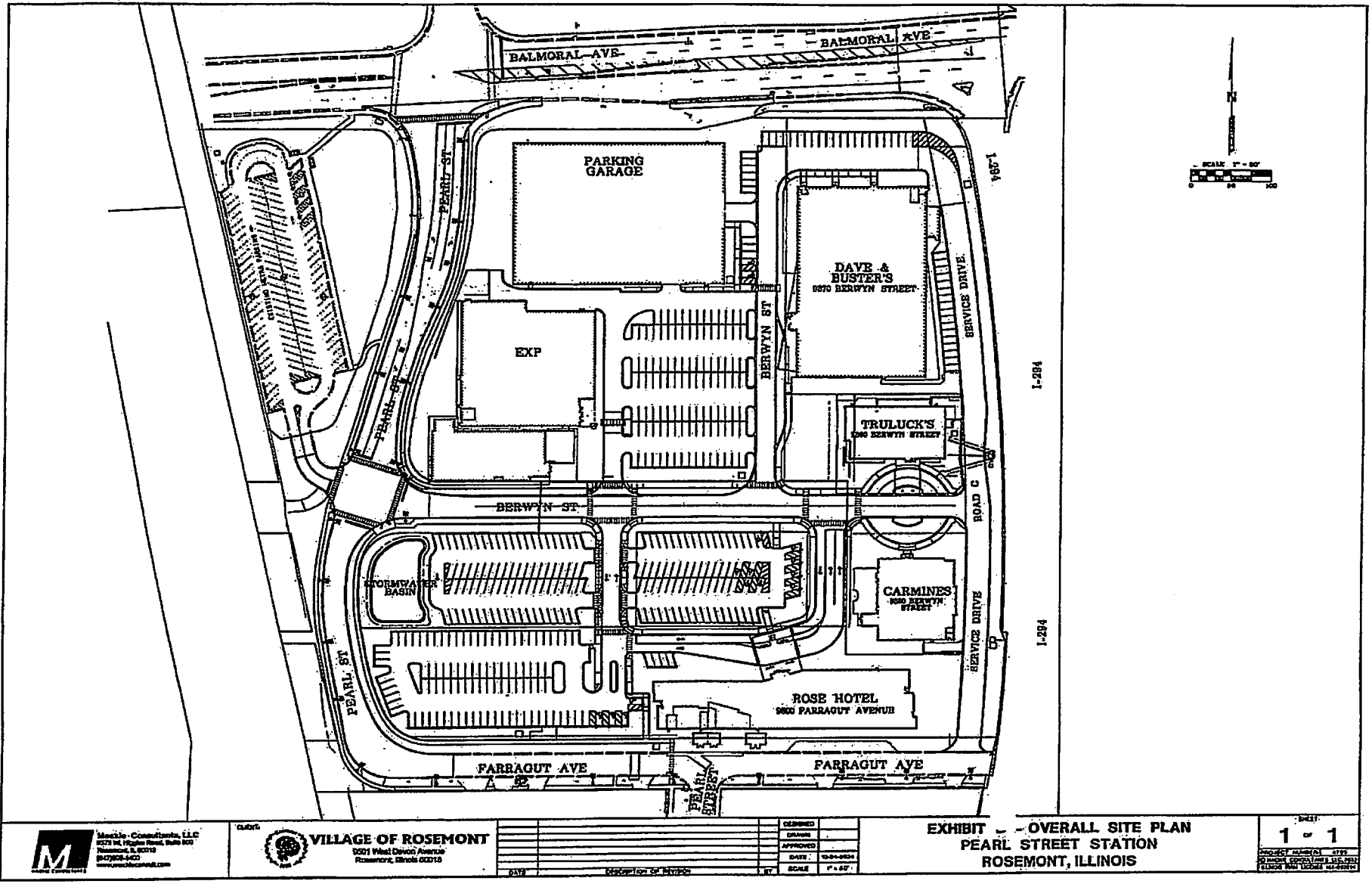
DESIGNED	
DRAWN	
APPROVED	
DATE	10-26-2023
SCALE	1" = 50'

EXHIBIT - PARKING AGREEMENT
PROPOSED YARD HOUSE
ROSEMONT, ILLINOIS

SHEET 1 OF 1

PROJECT NUMBER(S): 4799
© MACKIE CONSULTANTS, LLC, 2023
ILLINOIS FIRM LICENSE NO: 184.006976

EXHIBIT C



BALMORAL AVE
BALMORAL AVE
PARKING GARAGE
PEARL ST
EXP
BERWYN ST
DAVE & BUSTER'S
9870 BERWYN STREET
SERVICE DRIVE
I-294
TRULUCK'S
BERWYN STREET
ROAD C
BERWYN ST
STORMWATER BASIN
CARMINES
9880 BERWYN STREET
SERVICE DRIVE
I-294
PEARL ST
ROSE HOTEL
9800 FARRAGUT AVENUE
FARRAGUT AVE
FARRAGUT AVE
PEARL STREET
N
SCALE 1" = 50'
0
50
100
Meckle Consultants, LLC
VILLAGE OF ROSEMONT
9501 West Devon Avenue
Rosemont, Illinois 60018
DESIGNED
DRAWN
APPROVED
DATE
SCALE
DATE
DESCRIPTION OF REVISION
EXHIBIT - OVERALL SITE PLAN
PEARL STREET STATION
ROSEMONT, ILLINOIS
SHEET
1 OF 1

RESTATEDPARKING AGREEMENT

between

THE VILLAGE OF ROSEMONT,
an Illinois municipal corporation

and

BRE PEARL STREET 1, LLC, an Illinois limited liability company

January 3, 2025

RESTATED PARKING AGREEMENT

This Restated Parking Agreement (the "Second Amendment") is made as of the 13th day of January 2025 (the "Effective Date") by and between the VILLAGE OF ROSEMONT, an Illinois home rule municipal corporation (the "Village") and BRE PEARL STREET 1, LLC, an Illinois limited liability company("BRE1").

RECITALS

A. The Village and BRE1, entered into a Parking Agreement dated July 17, 2017 and a Restated Parking Agreement dated July 11, 2018 (collectively the "Original Parking Agreement, as Amended") providing for the respective parties' responsibilities, liabilities and indemnities with regard to the Public Parking Spaces and the use of the Public Parking Spaces by BRE1 and its Authorized Users of the property having the common address of 9860 Berwyn Avenue, Rosemont, Illinois 60018 as depicted on Exhibit A attached hereto and made a part hereof (the "Property") (the Public Parking Spaces and Authorized Users to be defined as set out in this Restated Parking Agreement).

B. The Village owns, controls, operates and maintains certain surface parking spaces ("Lot 1 Surface Parking Spaces" as depicted and referenced as Lot 1 on Exhibit B), surface parking spaces south of Berwyn Avenue and west of the Property ("Lot 2 and Lot 3 Surface Parking Spaces" as depicted and referenced as Lot 2 and Lot 3 on Exhibit B) and a public parking garage ("Parking Garage" as depicted and referenced as Parking Garage on Exhibit B) (the Lot 1 Surface Parking Spaces, the Lot 2 and Lot 3 1Surface Parking Spaces and the Parking Garage collectively being referred to as the "Public Parking Spaces"), associated common areas, including but not limited to access drives, driveways, drive aisles, walkways, elevators, curbing, and other areas reasonably necessary or convenient to access the Public Parking Spaces to and from the public roads and the Property (the "Common Area") as depicted on Exhibit B attached hereto and made a part hereof.

C. This Restated Parking Agreement provides for the respective parties' responsibilities, liabilities and indemnities with regard to the Public Parking Spaces within the commercial development commonly known as the Pearl District and depicted on Exhibit C (the "Pearl District").

D. It is the intention of the Village and BRE1 to enter into this Restated Parking Agreement to amend, clarify and supersede the Original Parking Agreement, as Amended in all respects including, without limitation, providing BRE1, its successors and assigns, and their customers, employees, guests, patrons and invitees of the Property (all of whom are collectively referred to herein as "Authorized Users") with the right to the non-exclusive use of the Public Parking Spaces and Common Area as permitted by this Restated Parking Agreement and as permitted and controlled by the Village in its sole discretion.

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 BRE1 agree as follows:

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

2. Parking Agreement Granted. The Village, its successors and assigns, grants to BRE1, and its successors and assigns, as permitted by this Restated Parking Agreement, the right to the non-exclusive use of the Public Parking Spaces and Common Area for the parking of motor vehicles of BRE1 and its Authorized Users. The Village agrees that the Public Parking Spaces are sufficient to meet the Village of Rosemont's parking requirements for BRE1's Property. The Public Parking Spaces shall be maintained by the Village at all times in a manner to permit the use and operations on the Property in compliance with all applicable parking requirements.

3. Use of the Public Parking Spaces and Common Area.

A. BRE1, its successors and assigns, and its Authorized Users shall have the right to the non-exclusive use of the Public Parking Spaces and Common Area for their intended purposes including, in particular, for the parking of motor vehicles. Subject to the terms and conditions herein and without limiting the previous sentence and the grants contained in Section 2 above, the Village shall have the right to regulate, control, operate and maintain the Public Parking Spaces and Common Area for the non-exclusive use of the Public Parking Spaces and Common Area by BRE1, its successors and assigns, and its Authorized Users and the other similar users of the Public Parking Spaces within the Pearl District.

B. Upon fourteen (14) day prior written notice to BRE1, the Village shall have the absolute right to (i) install a parking system for the Public Parking Spaces including, but not limited to, parking gates and a gate ticketing system for the Parking Garage and the Lot 2 and Lot 3 Surface Parking Lots to control the use of the Public Parking Spaces.

C. BRE1 shall have the right to the non-exclusive use of the Public Parking Spaces and the Common Area subject to the terms and provisions of this Restated Parking Agreement. Except for the CAM charge set forth in Section 5.C below, Authorized Users shall not be charged for use of the Lot 1 Surface Parking Spaces north of Berwyn Avenue for the entire Term of this Restated Parking Agreement. The Village shall have the right to install parking gates and a gate ticketing system with a reasonable market parking fee for the Parking Garage and/or the Lot 2 and Lot 3 Surface Parking Lots provided, however, in such event BRE1 and its Authorized Users shall be entitled to free parking with validation in the Parking Garage and the Lot 2 and Lot 3 Surface Parking Lots until January 1, 2051 and further provided that any such parking fee charged by the Village thereafter shall be a reasonable market parking fee charged to all other similar users of the Parking Garage and the Lot 2 and Lot 3 Surface Parking Lots. BRE1 and its Authorized Users shall not be allowed to park overnight in any of the Public Parking Spaces.

In the event the Village installs parking gates and the gate ticketing system for the Parking Garage and/or the Lot 2 and Lot 3 Surface Parking Lots, the Village shall provide BRE1 with a single parking validation unit. In the event BRE1 requests additional parking validation equipment (in addition to what the Village is required to provide pursuant to the preceding sentence), BRE1 shall be responsible for the cost, maintenance, repair and replacement of such additional parking validation equipment.

4. Operation of the Public Parking Spaces.

A. The Public Parking Spaces and Common Area shall be available and accessible for pedestrian and vehicular ingress, egress, and parking by BRE1 and its Authorized Users on a daily basis, provided that the Village upon at least three (3) days' prior written notice to BRE1 (except in case of emergency in which case notice shall be given as soon as possible) may temporarily limit the accessibility of the Public Parking Spaces where it is necessary to limit access in order to perform repair or maintenance work on the Public Parking Spaces provided that, in such circumstance, the Village shall perform such repair and maintenance obligations in a manner least intrusive to the business operations on the Property (including, if necessary, the Village providing alternative ingress, egress, and/or parking so as to not affect the business operations thereon). In the event BRE1 is unable to use the Public Parking Spaces and Common Area for more than three (3) consecutive days, in addition to all other rights and remedies provided herein and in law and equity, then BRE1' obligation to pay the common area maintenance ("CAM") charge specified in Section 5 below shall abate until the Public Parking Spaces and Common Area are made available to BRE1 and its Authorized Users as required by the terms of this Restated Parking Agreement.

B. Subject to the terms and conditions of this Restated Parking Agreement, the Village shall have the sole responsibility for controlling, operating and maintaining the Public Parking Spaces and Common Area. The Public Parking Spaces shall be controlled, operated and maintained by the Village in accordance with a standard which is the equivalent or greater than the highest standards which the Village uses to control, operate and maintain other public parking spaces, public parking garages and parking facilities owned by and operated by or on behalf of the Village in Rosemont but in all circumstances in a good, safe, condition and state of repair.

C. BRE1 shall use the Public Parking Spaces only for the purpose of providing non-exclusive parking for its Authorized Users. BRE1 shall not (and shall not permit any third-party to) (i) injure, overload, deface or otherwise harm the Public Parking Spaces or commit any nuisance thereon or in a manner which tends to create a nuisance, (ii) make any use of the Public Parking Spaces which is improper, offensive or contrary to any law, ordinance or regulation of any governmental authority or this Restated Parking Agreement, (iii) use any advertising in the Public 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 Public Parking Spaces, and (v) use the Public Parking Spaces for an off-site airport parking enterprise, BRE1 shall not charge its Authorized Users any charge for using the Public Parking Spaces as long as the Village is not charging a reasonable market parking fee to BRE1 or its Authorized Users.

D. BRE1 shall have the right to operate its own valet service at a location approved by the Village to serve the Property unless the Village (or a third-party authorized by the Village) is operating its own valet service in the Pearl District.

5. Repair and Maintenance of the Public Parking Spaces; Common Area; CAM.

A. At its sole cost and expense, subject to BRE1 and its successors and assign's obligation to pay CAM (as defined below) and the terms of this Restated Parking Agreement, the Village, its successors and assigns, shall be responsible for repairing and maintaining the Public Parking Spaces and the Common Area at all times in a good, safe condition and state of repair. The Village, its successors and assigns, shall at all times maintain and repair (or cause to be maintained, operated and repaired) the Public Parking Spaces and Common Area in an economical and efficient manner according to a commercially reasonable standard for comparable municipally owned and operated public parking spaces, parking garages and parking facilities located in Rosemont, Illinois and in a good, safe condition and state of repair in accordance with all applicable laws including, but not limited to: repairing and replacing paving; keeping the Public Parking Spaces and Common Area properly drained, reasonably free of water, mud, sand, rubbish and other obstructions and in a neat, clean, orderly, sightly and sanitary condition; plowing and removing snow as necessary; repainting exterior painted surfaces whenever necessary as a result of peeling, flaking, staining, or other unsightly condition; maintaining adequate trash receptacles throughout the Public Parking Spaces and Common Area, and periodically collecting and removing all refuse; maintaining all signs, markers, painted lines and other means and methods of pedestrian and vehicular traffic control; and maintaining all storm sewerage and draining utilities and other utilities. The Village's costs of such repair and maintenance of the Public Parking Spaces and Common Area will be considered as part of and included in BRE1 and its successors and assign's CAM.

B. The Village, its successors and assigns, shall keep the Public Parking Spaces and Common Area suitably lighted through at least two (2) hours after BRE1 closes.

C. The Village has instituted a CAM charge for costs associated with the repair and maintenance of the Public Parking Spaces and the Common Area. The BRE1 CAM charge currently is and shall be $5.97 per square foot calculated on the 10,369 square foot building on the Property and shall continue until October 1, 2025 and shall increase . three percent (3%) per year on October 1, 2025 and thereafter on October 1 of each following year.

D. The Village and BRE1 agree to cooperate with each other and coordinate security activities, BRE1 being responsible for security within the Property and the Village being responsible for security in the Public Parking Spaces and Common Area . If based on repeated, actual, reported incidents requiring law enforcement or security involvement occurring in the Public Parking Spaces and Common Area , the Village believes that existing security measures should be augmented, the Village may notify BRE1 in writing. In the event of such notification, BRE1 will work in good faith to attempt to address the incidents and implement appropriate curative or other preventative action as either suggested or required by the Village.

With regard to clarification or modification of security procedures under this Paragraph, except as deemed necessary based upon safety or security concerns, BRE1 agrees to participate in good faith in the consultation with the Village and to in good faith review and attempt to address the identified issues. Nothing herein shall prevent either party from exercising any and all available remedies under this Restated Parking Agreement in Section 14.

6. Pearl District Signage. During the Term (as defined below) of this Restated Parking Agreement, the Village will work with BRE1 to exhibit signage on any available Village controlled signage asset within the Pearl District.

7. Term. The term of this Restated Parking Agreement (the "Term") shall naturally expire ninety-nine (99) years from the Effective Date. On or before June 1, 2051, the Village and BRE1 will negotiate, in good faith, their respective contributions to any necessary or prudent capital improvements to the Public Parking Spaces, charging an appropriate parking fee for BRE1 and its Authorized Users that does not exceed the parking fee of other similar users of the Parking Spaces, and also adjust the CAM charge to reflect the actual costs anticipated for the remainder of the Term.

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

9. Cooperation. BRE1 and the Village shall cooperate with one another and other users of the Public Parking Spaces as may be required to maintain and enhance the orderly and efficient operation of the Public Parking Spaces. Each of the parties acknowledges the working nature of this Restated 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 Restated Parking Agreement.

10. Indemnification. Except to the extent caused by the negligence or willful misconduct of the Village or its agents, employees or contractors, BRE1, and its successors and assigns as permitted by this Restated Parking Agreement, shall indemnify and hold harmless the Village from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) to the extent arising from injury to persons or death or property damage occurring within the Public Parking Spaces and Common Area caused by (i) BRE1 or its agents, employees or contractors, or (ii) the negligence or intentional misconduct of BRE1 or its agents, employees or contractors. Except to the extent caused by the negligence or willful misconduct of BRE1 or its agents, employees or contractors, the Village, and its successors and assigns as permitted by this Restated Parking Agreement, shall indemnify and hold harmless BRE1 from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) to the extent arising from injury to persons or death or property damage occurring within the Public Parking Spaces and Common Area caused by (i) the Village or its agents, employees or contractors or (ii) the negligence or intentional misconduct of the Village or its agents, employees or contractors.

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 Restated 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 Technology Boulevard, Suite 4000 Rosemont, IL 60018 Telephone: (847) 825-4404
With a copy to:	Ryan & Ryan Law, LLC Attention: William Ryan 9501 Technology Boulevard, Suite 4300 Rosemont, IL 60018 Telephone: (847) 825-8600
BRE1:	BRE Pearl Street 1, LLC Attention: Marc Offt 9501 Technology Boulevard, Suite 4104 Rosemont, IL 60018

or at such other address(es) in the United States as Village or BRE1 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 five (5) 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 BRE1 certify whether this Restated Parking Agreement is in full force and effect, whether this Restated Parking Agreement is modified or unmodified, and whether or not there exists any default in the Restated Parking Agreement or provision contained in the Restated 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 BRE1 to make the certification.

13. Attorneys' Fees and Costs. In the event of any action at law or inequity in relation to this Restated 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 Restated Parking Agreement and such failure continues uncorrected for fifteen (15) days, after notice from the other

party, (the "Non-Defaulting Party"), unless otherwise specified herein, the Non-Defaulting Party may invoke any right or remedy allowed at law or in equity or by statute or as otherwise set forth herein. 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 to completion thereafter, then the Defaulting Party shall have such additional time as is reasonably necessary to remedy the default before any remedies may be enforced. Following the expiration of the applicable cure period, the Non-Defaulting Party may bring an action against the Defaulting Party for the specific performance of any obligation undertaken by the Defaulting Party in this Agreement, for injunctive or other equitable relief, or for damages in any court of competent jurisdiction in the County in which the Property is located.

15. Transfer of Parking Agreement.. BRE1 may sell, convey, assign, or transfer ("Transfer") the Restated Parking Agreement provided a Transfer includes the transfer of all of the Property and all rights and obligations of BRE1 under the Restated Parking Agreement provided that such assignee or transferee shall acknowledge and assume, in writing, any and all obligations which BRE1 has under this Restated Parking Agreement and BRE1 and such assignee or transferee shall thereafter be jointly and severally liable under this Restated Parking Agreement. Any other transfer of the Restated Parking Agreement shall not be effective. Notwithstanding the foregoing, for clarification purposes, in the event BRE1 (or its successors and/or assigns) leases, subleases or otherwise grants to a third-party the right to occupy a portion of the building on the Property, then such third-party shall have all rights to the non-exclusive use of the Public Parking Spaces and Common Area afforded to BRE1 set forth in this Restated 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 Restated 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 Restated 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 to from the effective date hereof.

17. Invalid Provisions. If any provision of this Restated Parking Agreement is held invalid, the remainder of this Restated 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 Restated 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 Restated Parking Agreement. This Restated Parking Agreement shall become effective only upon execution and delivery thereof by the Village and BRE1. This Restated Parking Agreement has been negotiated by the Village and BRE1 and the Restated Parking Agreement, together with all of the terms and provisions hereof, shall not be deemed to have been prepared by either the Village or BRE1, but by both equally.

19. Submission to Jurisdiction. Each party to this Restated 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 Restated 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. If BRE1 or any permitted assignee hereof shall be a foreign corporation or shall have no agent, member or partner available for service of process in the State of Illinois, BRE1 hereby designates the Secretary of State, State of Illinois, its agent for the service of process in any court action between it and the Village arising out of or related to this Restated Parking Agreement and such service shall be made as provided by the laws of the State of Illinois for service upon a non-resident provided, however, that a copy of such service shall be delivered to BRE1 by prepaid, registered mail, return receipt requested, at the time of service to BRE1 at the address for notices specified in Section 11 of this Restated Parking Agreement.

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

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

22. Successors and Assigns. The terms herein contained in this Restated Parking Agreement shall bind and inure to the benefit of the Village, its successors and assigns, and BRE1 and its successors and assigns as permitted by Section 15 of this Restated Parking Agreement.

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

24. Real Estate, Use or Leasehold Taxes. The parties contemplate that the Public Parking Spaces, including the Parking Garage, are exempt from real estate taxes, use or leasehold taxes under Illinois law. In the event that real estate taxes, use or leasehold taxes are levied against the Public Parking Spaces, including the Parking Garage as a result of BRE1 or its Authorized Users' use of the them or as a result of this Restated Parking Agreement (any such taxes, "Parking Right Taxes"), BRE1 and its Authorized Users shall not be liable for payment of Parking Right Taxes levied for the period from the Effective Date through December 31, 2051. The Village shall be liable for such Parking Right Taxes until January 1, 2052 regardless of whether the Village or BRE1 is assessed any Parking Right Taxes. Following said period, BRE1 will be responsible for and shall pay its proportionate share of Parking Right Taxes as calculated and prorated on the ratio that the overall square footage of the building on the Property bears to the gross overall square footage of all buildings (except for the hotel development which has its

own parking) that are within the Pearl Street District as of January 1, 2052 and from time to time thereafter during the remainder of the Term.

25. Required Insurance Coverages.

A. BRE1 shall secure or cause others to secure and keep in full force and effect during the entire Term of this Restated Parking Agreement commercial general liability insurance for the rights granted herein to the non-exclusive use of the Public Parking Spaces and Common Area 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 BRE1 shall be permitted to utilize its umbrella coverage to satisfy the coverage amounts herein as it relates to BRE1, its successors and assigns as permitted by this Restated Parking Agreement, and its Authorized Users non-exclusive use of the Public Parking Spaces. Such policies required hereunder shall name the Village as an additional insured on a primary basis and BRE1 as the named insured, Certificates evidencing all such insurance shall be provided upon written request of the Village.

B. The Village shall secure and keep in full force and effect during the entire Term of this Restated Parking Agreement casualty and commercial general liability insurance on the Public Parking Spaces and Common Area to allow the Village to rebuild and restore them pursuant to Section 26 below. The amount of such casualty insurance shall not be less than full replacement cost of said improvements. The Village shall maintain commercial general liability insurance 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, BRE1 acknowledges that the Village shall be permitted to utilize its umbrella coverage to satisfy the general liability insurance coverage amounts herein as it relates to the Public Parking Spaces. Certificates evidencing all such insurance shall be provided upon written request of BRE1.

26. Damage and Destruction. In the event the Public Parking Spaces and/or Common Area are either damaged or destroyed by fire, flood, earthquake, or other casualty and promptly following the Village's receipt of insurance proceeds (provided the Village has maintained the casualty insurance required by Section 25(B)), the Village, its successors and assigns, shall reconstruct and/or repair the Public Parking Spaces and/or Common Area to a substantially similar condition as existed prior to such casualty. In the event of a casualty event, the Village agrees during such reconstruction and/or repair period of the Public Parking Spaces to provide BRE1 with an adequate number of parking spaces in the nearest available Village-owned parking improvements. .

27. Non-Liability of Officials and Employees: No present or future official, employee or agent of the Village or BRE1 shall have any personal liability, directly or indirectly, under or in connection with this Restated Parking Agreement or any agreement made or entered into under or in connection with the provisions of this Restated Parking Agreement, and each party hereunder, and their successors and assigns as permitted by this Restated Parking Agreement, shall look solely to the other party hereunder for the payment of any claim or for any performance, and hereby waives any and all such personal liability. The parties hereto specifically agree, that neither the Village of Rosemont nor BRE1 shall have any liability for any breach of any of the terms of this Restated Parking Agreement in the form of consequential or punitive

damages. The provisions of this Section 27 shall survive the termination of this Restated Parking Agreement.

28. Runs with the Land. Subject to the Term and the other provisions contained herein, this Agreement runs with the land.

29. Multiple Counterparts. This Restated 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 Restated 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 Restated Parking Agreement as of the day and year first set forth above.

BRE1:

BRE PEARL STREET 1, LLC an Illinois limited liability company

By: _____

Printed Name: Marc Offit
Its: Managing Member

VILLAGE:

VILLAGE OF ROSEMONT, ILLINOIS,
an Illinois municipal corporation

By: _____

Bradley A. Stephens, Its President

ATTEST:

By: _____

Kathryn Lawler, Village Clerk

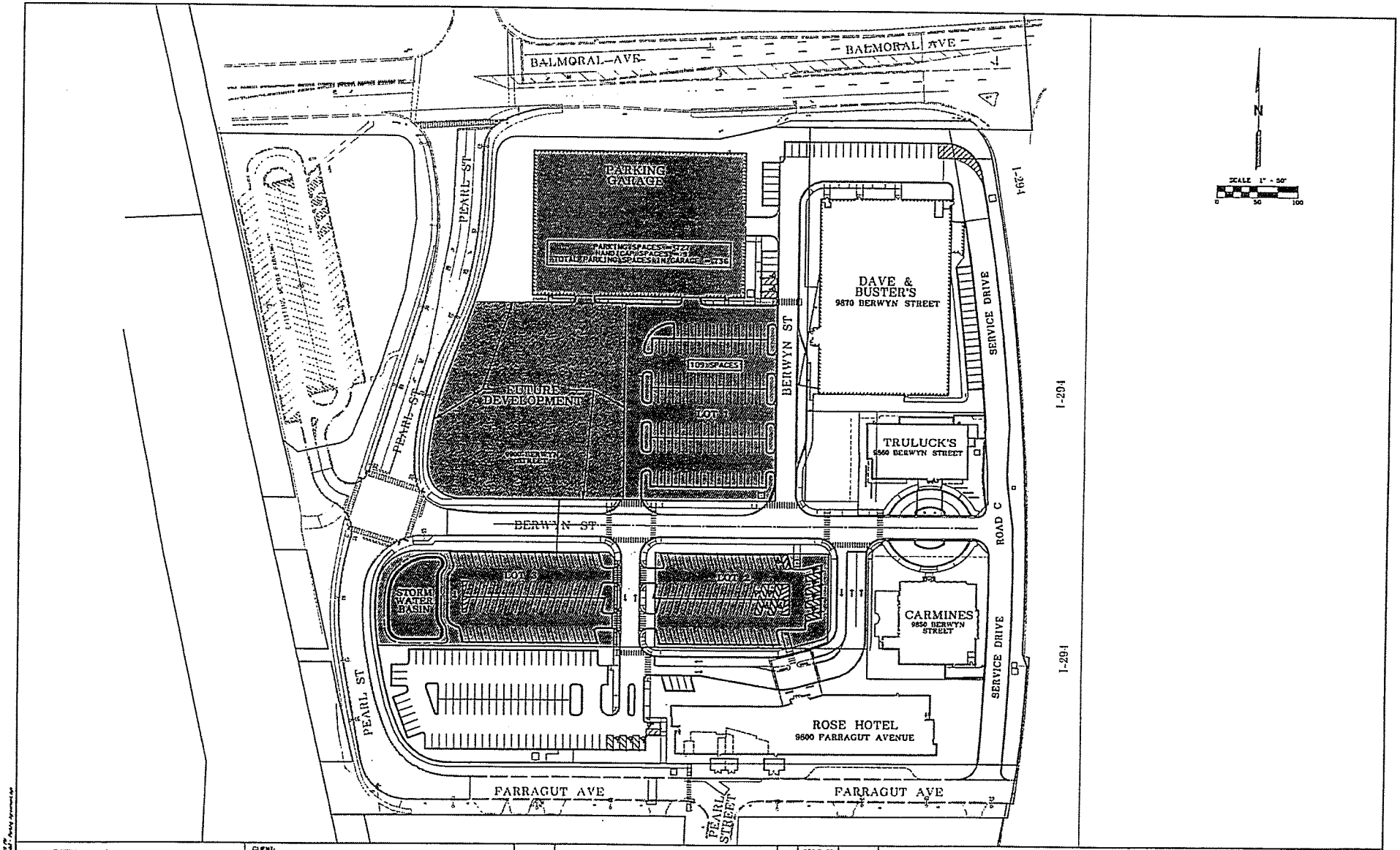
LIST OF EXHIBITS

Exhibit A – Legal Description of the Property
Exhibit B- Depiction of Public Parking Spaces, Common Area, Lot 2 and Lot 3 Surface Parking Lots
Exhibit C- Depiction of Pearl District

EXHIBIT A

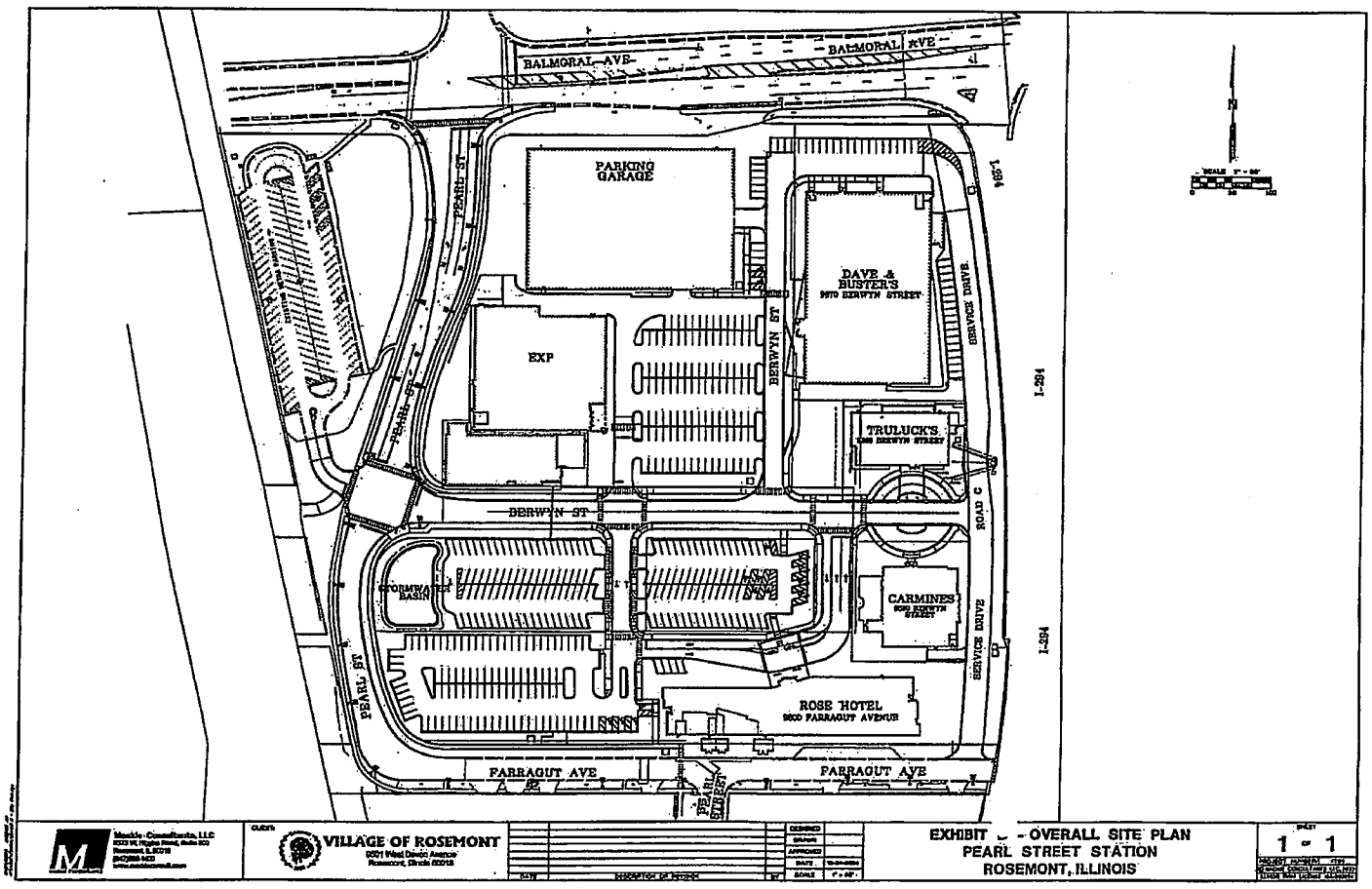
LOT 3 IN PEARL STREET STATION 2ND RESUBDIVISION, BEING A RESUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 2017 AS DOCUMENT 1714616382, IN COOK COUNTY, ILLINOIS.

EXHIBIT B



BALMORAL AVE
BALMORAL AVE
PEARL ST
PARKING GARAGE
PARKING SPACES = 727
HANDICAP SPACES = 9
TOTAL PARKING SPACES IN GARAGE = 736
DAVE & BUSTER'S
9870 BERWYN STREET
SERVICE DRIVE
I-294
BERWYN ST
109 SPACES
FUTURE DEVELOPMENT
LOT 1
TRULUCK'S
9860 BERWYN STREET
ROAD C
BERWYN ST
LOT 3
LOT 2
STORM WATER BASIN
CARMINES
9850 BERWYN STREET
SERVICE DRIVE
I-294
PEARL ST
ROSE HOTEL
9800 FARRAGUT AVENUE
FARRAGUT AVE
FARRAGUT AVE
PEARL STREET
N
SCALE 1" = 50'
0
50
100
Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com
CLIENT:
VILLAGE OF ROSEMONT
9501 West Devon Avenue
Rosemont, Illinois 60018
DATE
DESCRIPTION OF REVISION
BY
DESIGNED
DRAWN
APPROVED
DATE 10-26-2023
SCALE 1" = 50'
EXHIBIT - PARKING AGREEMENT
PROPOSED YARD HOUSE
ROSEMONT, ILLINOIS
SHEET
1 OF 1

EXHIBIT C



VILLAGE OF ROSEMONT
9501 West Devon Avenue
Rosemont, Illinois 60018

EXHIBIT C - OVERALL SITE PLAN
PEARL STREET STATION
ROSEMONT, ILLINOIS

SHEET 1 - 1

AMENDMENT TO PARKING AGREEMENT

This **AMENDMENT TO PARKING AGREEMENT** (this "Amendment") is made effective as of the 14th day of July, 2025 (the "Effective Date"), by and between **VILLAGE OF ROSEMONT, ILLINOIS**, an Illinois municipal corporation ("Village") and **DAVE & BUSTER'S OF ILLINOIS, LLC**, an Illinois limited liability company ("Dave & Buster's Illinois").

RECITALS:

WHEREAS, Village and Dave & Buster's Illinois (as successor-by-conversion to Dave & Buster's of Illinois, Inc.) entered into that certain Parking Agreement dated as of December 1, 2023 (the "Parking Agreement"), pursuant to which the Village provided Dave & Buster's Illinois, its successors and assigns, and its customers, employees, guests, patrons and invitees of the Property (all of whom are collectively referred to herein as "Authorized Users") with the right to the non-exclusive use of not less than 450 parking spaces within the Public Parking Spaces (including valet and handicap spaces) and Common Area (the Property, the Public Parking Spaces, the Parking Garage and the Common Area all being more fully described in the Agreement).

WHEREAS, the Village and Dave & Buster's Illinois desire to amend the Agreement in accordance with the terms more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement.

2. Paragraph 3.C. The Agreement is amended and modified by deleting Paragraph 3.C and inserting the following Paragraph 3.C in its place:

"C. Dave & Buster's Illinois shall have the right to the non-exclusive use of the Public Parking Spaces and the Common Area subject to the terms and provisions of this Parking Agreement. Except for the CAM charge set forth in Section 5.C below, Authorized Users shall not be charged for use of the Surface Parking Spaces for the entire Term of this Parking Agreement. The Village shall have the right to install parking gates and a gate ticketing system with a reasonable market parking fee for the Parking Garage; provided, however, in such event Dave & Buster's Illinois shall be entitled to (i) twenty-five (25) free employee validations per day, (ii) its Authorized Users free parking with validation in the Parking Garage until December 31, 2051, and further provided that any such parking fee charged by the Village after December 31, 2051 shall be a reasonable market parking fee charged to all other users of the Parking Garage and (iii) Dave & Buster's Illinois and its Authorized Users shall not be allowed to park overnight in the Public Parking Spaces."

3. Paragraph 5.D. The Agreement is amended and modified by deleting Paragraph 5.D and inserting the following Paragraph 5.D in its place:

"D. Subject to the provisions of Section 8, the Village, in its sole discretion and at its cost, may install parking gates and a gate ticketing system for the Parking Garage. The Village shall have the sole responsibility for designing the parking gates and the gate

ticketing system for the Parking Garage. In the event the Village installs parking gates and the gate ticketing system for the Parking Garage, the Village shall provide Dave & Buster's Illinois with a single parking validation unit and Dave & Buster's Illinois and its Authorized Users shall be allowed, (i) free parking with validation until December 31, 2051 for Dave & Buster's Illinois and its Authorized Users, and (ii) twenty-five (25) employee validations per day. Dave & Buster's Illinois and its Authorized Users shall not be allowed to park overnight in the Public Parking Spaces. In the event Dave & Buster's Illinois requests additional parking validation equipment (in addition to what the Village is required to provide pursuant to the preceding sentence), Dave & Buster's Illinois shall be responsible for the cost, maintenance, repair and replacement of such additional parking validation equipment."

4. Exhibit B. Notwithstanding anything to the contrary in the Agreement, the Agreement is amended and modified by deleting the existing Exhibit B and inserting Exhibit B which is attached hereto to the Agreement, which new Exhibit B provides for and designates four (4) surface parking spaces of the 109 surface parking spaces south of the Parking Garage which the Village in its sole discretion may designate and add signage for use as "Curbside To-Go" parking for the future restaurant development immediately west of the surface parking area.

5. Ratification. Except as set forth herein, the terms and conditions of the Agreement shall remain unmodified and in full force and effect. The Agreement is hereby ratified, affirmed and confirmed by Seller and Purchaser.

6. Counterparts; Faxed and E-Mail Signatures. This Agreement may be executed in multiple counterparts all of which taken together shall constitute one executed original. For purposes of executing this Agreement, any signed document transmitted by facsimile machine or a PDF document transmitted by email transmission shall be considered as an original signature and shall be considered to have the same binding legal effect as an original document. At the request of any party, any document transmitted by facsimile or email shall be re-executed by the applicable parties in an original form, it being agreed that the failure by any part to so re-execute such document shall not affect the binding legal effect of such document.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first set forth above.

DAVE & BUSTER'S ILLINOIS:

DAVE & BUSTER'S ILLINOIS, LLC,
an Illinois limited liability company

By: _____
Name: Rodolfo Rodriguez, Jr.
Its: President

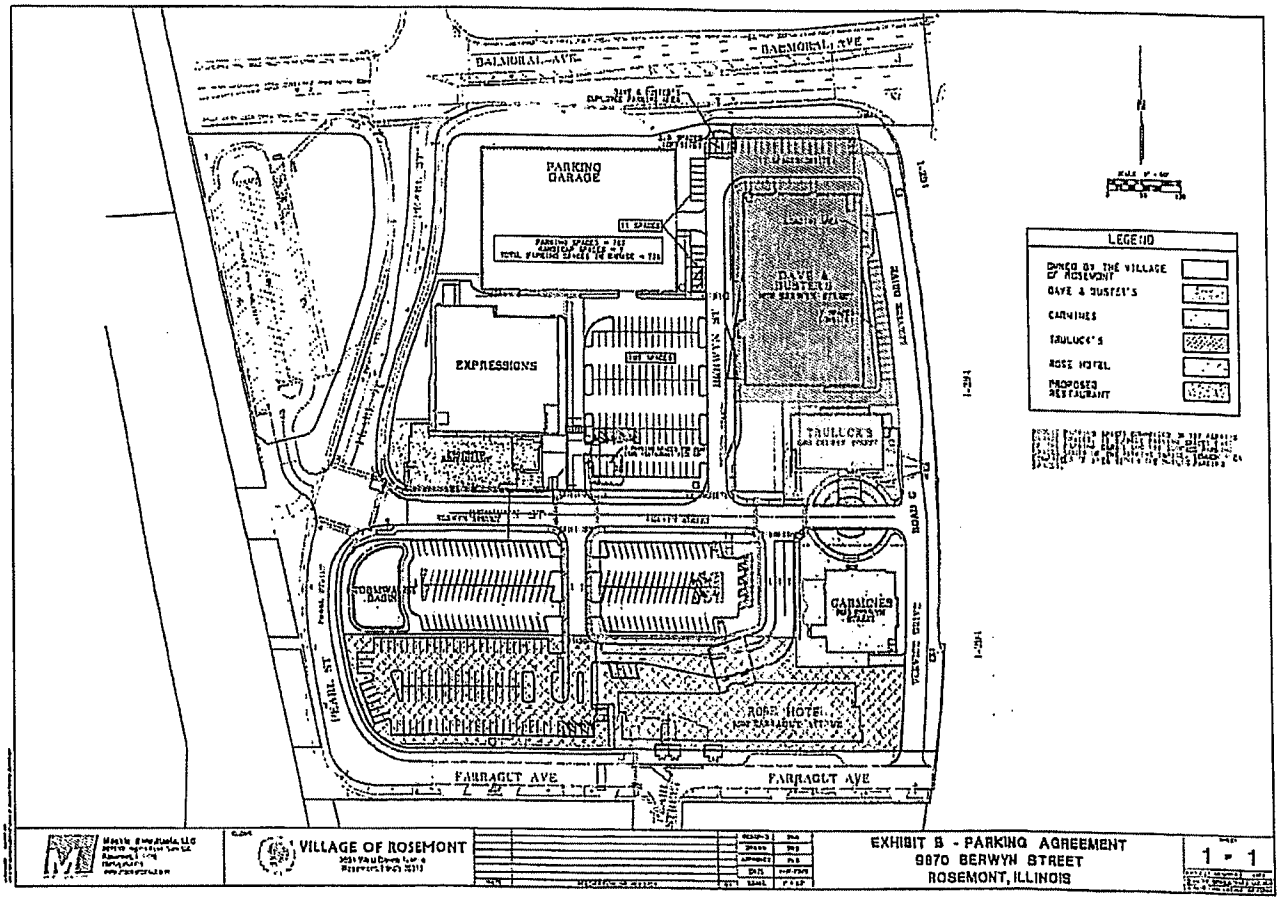
VILLAGE:

VILLAGE OF ROSEMONT, ILLINOIS, an Illinois municipal corporation

By: _____
Its: President

Attest:

By: _____
Its: Village Clerk


PARKING GARAGE
EXPRESSIONS
DAVE & BUSTER'S
TRULUCK'S
ROSE HOTEL
FARRAGUT AVE
LEGEND
OWNED BY THE VILLAGE OF ROSEMONT
DAVE & BUSTER'S
CARWISES
TRULUCK'S
ROSE HOTEL
PROPOSED RESTAURANT
VILLAGE OF ROSEMONT
EXHIBIT B - PARKING AGREEMENT
9870 BERWYN STREET
ROSEMONT, ILLINOIS
1 - 1

Attachment K

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, 2025

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

VILLAGE OF ROSEMONT, ILLINOIS
TAX INCREMENT FINANCING AREA FUNDS

TABLE OF CONTENTS

PAGE

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 1

SUPPLEMENTAL SCHEDULES

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)) 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
Section 3.3 (65 ILCS 5/11-74.4-5(d)(5) and 65 ILCS 5/11-74.6-22(d)(5)) 6

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, 2025

	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	$ 17,609,305	168,368,441	99.79%	4,930,450	34,813,157	97.14%	1,880,193	9,380,117	20.73%	3,744,803	21,866,599	77.42%
Interest	41,258	358,354	0.21%	37,868	142,458	0.40%	194	14,736	0.03%	24,409	102,423	0.36%
Miscellaneous												
Disposal of Capital Assets	—	—	—%	881,224	881,224	2.46%	—	—	—%	—	—	—%
Transfers In	—	—	—%	—	—	—%	35,854,509	35,854,509	79.24%	6,273,756	6,273,756	22.22%
Total Revenues (Increment)	17,650,563	168,726,795	100.00%	5,849,542	35,836,839	100.00%	37,734,896	45,249,362	100.00%	10,042,968	28,242,778	100.00%
Expenditures (Increment)	14,906,122			8,453,138			39,027,828			9,756,962		
Change in Fund Balances	2,744,441			(2,603,596)			(1,292,932)			286,006		
Fund Balances - Beginning	2,673,724			(28,649,298)			(35,941,393)			(19,241,073)		
Fund Balances - Ending	5,418,165			(31,252,894)			(37,234,325)			(18,955,067)		

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, 2025

	District #4	District #6	District #7	District #8
Expenditures (Increment)				
Operating Transfers to Debt Service Funds Used to Pay Debt Service of the TIF Districts	$ 4,973,616	—	—	—
Qualified Redevelopment Costs of the TIF Districts	9,932,506	8,453,138	39,027,828	9,756,962
Total Expenditures (Increment)	14,906,122	8,453,138	39,027,828	9,756,962

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, 2025

	District #4		District #6		District #7		District #8	
	Amount of Original Issuance	Amount Designated	Amount of Original Issuance	Amount Designated	Amount of Original Issuance	Amount Designated	Amount of Original Issuance	Amount Designated
Amount Available								
Fund Balance - End of Year (Increment)	$	5,418,165		(31,252,894)		(37,234,325)		(18,955,067)
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	45,530,000	—	—	—	—	—	—
General Obligation Bonds, Series 2016A	—	—	—	—	—	—	80,375,000	71,235,000
General Obligation Bonds, Series 2016B	—	—	—	—	—	—	19,625,000	17,345,000
General Obligation Bonds, Series 2017	22,345,000	17,270,000	—	—	—	—	—	—
Total Amount Designated for Principal Payments	151,240,000	93,925,000	—	—	—	—	100,000,000	88,580,000
Project Costs		*		*		*		*
Total Amount Designated		93,925,000		—		—		88,580,000
Surplus /(Deficit)		(88,506,835)		(31,252,894)		(37,234,325)		(107,535,067)

*Not Determined

Lauterbach & Amen
668 N. River Road
Naperville, IL 60563
630.393.1483
lauterbachamen.com

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 16, 2026

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, 2025, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated June 16, 2026. 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, 2025.

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 16, 2026

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, 2025.

Other Matters

Our audit of the basic financial statements of the Village of Rosemont, Illinois, as of and for the year ended December 31, 2025, 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