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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:
07B090B2F509478...

Written signature of TIF Administrator

6/26/2026
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 6 Higgins-River Road	5/8/2013	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 6 Higgins-River Road

Primary Use of Redevelopment Project Area*:	

***Types include:** Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

If "Combination/Mixed" List Component Types:	
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 6 Higgins-River Road

Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period	$ (28,649,298)

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	$ 4,930,450	$ 34,813,157	97%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	$ 37,868	$ 142,458	0%
Land/Building Sale Proceeds	$ 881,224	$ 881,224	2%
Bond Proceeds			0%
Transfers from Municipal Sources		$ 10,000	0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

All Amount Deposited in Special Tax Allocation Fund	$ 5,849,542		
Cumulative Total Revenues/Cash Receipts		$ 35,846,839	100%
Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)	$ 8,453,138		
Transfers to Municipal Sources			
Distribution of Surplus			
Total Expenditures/Disbursements	$ 8,453,138		
Net/Income/Cash Receipts Over/(Under) Cash Disbursements	$ (2,603,596)		
Previous Year Adjustment (Explain Below)			
FUND BALANCE, END OF REPORTING PERIOD*	$ (31,252,894)		

* 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 6 Higgins-River Road

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

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	**Amounts**	**Reporting Fiscal Year**
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
Auditing	$ 6,838	
Legal and other professional services	$ 101,918	
		$ 108,756
2. Annual administrative cost.		
		$ -
3. Cost of marketing sites.		
		$ -
4. Property assembly cost and site preparation costs.		
Construction	$ 6,820,418	
		$ 6,820,418
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	$ 1,523,964	
		$ 1,523,964
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		**$ 8,453,138**

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 6 Higgins-River Road

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

Name	Service	Amount
OMEGA III LLC	Construction	$ 1,487,591.43
RYAN & RYAN	Professional Services Legal	$ 75,400.00
D-R ROSEMONT LLC	Construction	$ 38,716.72
OLYMPIK SIGNS	Construction	$ 35,922.00
GRAVITY ARCHITECTURE & DESIGN LLC	Construction	$ 3,487.50
K2N CREST	Professional Services All Other Profess	$ 26,517.70
VILLAGE OF ROSEMONT - GENERAL FUND	INTEREST ON ADVANCE	$ 1,523,964.00

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 6 Higgins-River Road

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

FUND BALANCE BY SOURCE	$ (31,252,894)

1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
Total Amount Designated for Obligations	$ -	$ -

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

TOTAL AMOUNT DESIGNATED	$ -
SURPLUS/(DEFICIT)	$ (31,252,894)

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 6 Higgins-River Road

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

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

Property (1):	
Street address:	6400 Shafer Court, Rosemont, IL
Approximate size or description of property:	4.49 Acreas commercial building of 179,442 Square feet
Purchase price:	5,250,000.00
Seller of property:	VMC Shafer Court, LLC

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

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

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

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

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

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

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

FY 2025

Name of Redevelopment Project Area:

Village of Rosemont TIF 6 Higgins-River Road

PAGE 1

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

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

1. **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:	5
2b. The **NUMBER** of new projects undertaken in fiscal year 2022 or any fiscal year thereafter, within the Redevelopment Project Area.	0

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)	$ 58,100,000	$ -	$ -
Public Investment Undertaken	$ 16,502,350	$ -	$ -
Ratio of Private/Public Investment	3 25/48		0

Project 1 Name: Office Building and Garage

Private Investment Undertaken (See Instructions)	$ 25,000,000		
Public Investment Undertaken	$ 3,201,175		
Ratio of Private/Public Investment	7 17/21		0

Project 2 Name:Hotel

Private Investment Undertaken (See Instructions)	$ 25,000,000		
Public Investment Undertaken	$ 3,201,175		
Ratio of Private/Public Investment	7 17/21		0

Project 3 Name:Office Building 6300 River Road

Private Investment Undertaken (See Instructions)	$ 5,000,000		
Public Investment Undertaken	$ 4,000,000		
Ratio of Private/Public Investment	1 1/4		0

Project 4 Name:DHL Innovation Center

Private Investment Undertaken (See Instructions)	$ 2,000,000		
Public Investment Undertaken	$ 1,000,000		
Ratio of Private/Public Investment	2		0

Project 5 Name:Higgins Row

Private Investment Undertaken (See Instructions)	$ 1,100,000		
Public Investment Undertaken	$ 5,100,000		
Ratio of Private/Public Investment	11/51		0

Project 6 Name:

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

SECTION 6 [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois. SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))]

FY 2025

Name of Redevelopment Project Area:

Village of Rosemont TIF 6 Higgins-River Road

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

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

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

Project Name	The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement.		The number of jobs, if any, created as a result of the development to date, 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 6 Higgins-River Road

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

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

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 6 Higgins-River Road

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
2013	$ 22,922,339	TY2024 $76,850,329

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. 6

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:
F95A676C0B6D46B...

6/26/2026
DATE

RE: Attorney Review TIF Compliance TIF No. 6

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 for the subject TIF Area.

The Village entered into a Purchase and Sale Agreement for a portion of the subject TIF Area to facilitate the purchase by the Village of a commercial office building having the common address of 6400 Shafer Court, Rosemont, Illinois 60018 to facilitate the redevelopment thereof in furtherance of the goals and objectives of the subject TIF Area.

The Village entered into a Purchase and Sale Agreement for a portion of the subject TIF Area to facilitate the sale by the Village of a commercial office building having the common address of 6400 Shafer Court, Rosemont, Illinois 60018 to facilitate the redevelopment thereof 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 Purchase and Sale Agreement for a portion of the subject TIF Area to facilitate the sale by the Village of a commercial office building having the common address of 6400 Shafer Court, Rosemont, Illinois 60018 to facilitate the redevelopment thereof in furtherance of the goals and objectives of the subject TIF Area. The property was sold to Bradford Allen Rosemont LLC for $1,000,000 (Attachment E)

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**") is made as of the 11th day of August, 2025 (the "**Effective Date**") by and between **THE VILLAGE OF ROSEMONT**, an Illinois municipal corporation ("**Seller**") and BRADFORD ALLEN ROSEMONT, LLC, an Illinois limited liability company ("**Buyer**").

RECITALS

A. Seller owns in fee simple that certain parcel of real property containing approximately 4.49 acres and an office building containing approximately 179,442 square feet located at 6400 Shafer Court in the Village of Rosemont, County of Cook, State of Illinois legally described on Exhibit A attached hereto (hereinafter referred to as the "**Real Property**").

B. Subject to the terms and conditions herein, Seller desires to sell and Buyer desires to purchase the Real Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Seller and Buyer agree as follows:

1. PURCHASE AND SALE

1.1 Property. Subject to the terms and conditions hereof, Seller hereby agrees to sell, convey and assign to Buyer, and Buyer hereby agrees to purchase and accept from Seller on the Closing Date (as defined in Section 4.1 below) the following (collectively, the "**Property**"):

(a) the Real Property, together with any and all rights, privileges and easements appurtenant thereto which are owned by Seller;

(b) all buildings and other improvements and fixtures located on the Real Property which are owned by Seller, including any apparatus, equipment and appliances incorporated therein and used in connection with the operation and occupancy thereof, such as heating and air conditioning systems and facilities used to provide any utility service, ventilation, or other services thereto (all of which are collectively referred to as the "**Improvements**");

(c) all right, title and interest of Seller in and to personal property located on the Property (excluding computer hardware and software, website and/or domain, and property owned or used by Seller or Seller's agents) relating to the ownership, use, maintenance or operation of the Real Property listed on Exhibit B to the Bill of Sale, which Bill of Sale is itself attached hereto as Exhibit B (the "**Personal Property**");

(d) all assignable or transferable intangible property owned by Seller, including, but not limited to: (i) any guaranties, warranties (including guaranties and warranties pertaining to construction of the Improvements); (ii) all air rights, excess floor area rights and other development rights relating or appurtenant to the Real Property or the Improvements; (iii) any rights to obtain utility service in connection with the Improvements and the Real Property; (iv) to the extent assignable and subject to Buyer's assumption, at Buyer's sole and absolute discretion (notice of non-assumption to be given to Seller three (3) days prior to the

Closing Date), assignable licenses (other than software licenses) and other governmental permits and permissions relating to the Real Property, the Improvements and the operation thereof ("**Permits and Licenses**"); and (v) to the extent assignable and subject to Buyer's assumption, at Buyer's sole and absolute discretion (notice of non-assumption to be given to Seller three (3) days prior to the Closing Date), any assignable contracts and contract rights as set forth on Exhibit F attached hereto ("**Service Contracts**") (with all of the foregoing hereinafter collectively referred to as the "**Intangible Property**"); and

(e) All right, title and interest of Seller in and to the Leases (as defined herein), and other occupancy agreements covering all or any portion of the Real Property or the Improvements (collectively the "**Leases**") described in the rent roll attached hereto as Exhibit K ("**Rent Roll**") to the extent said Leases are in effect on the Date of Closing, together with all rents and other sums due thereunder (the "**Rents**") and any and all security deposits in connection therewith, which security deposits are shown on Exhibit P ("**Security Deposits**").

2. PURCHASE PRICE

Buyer shall pay as the total Purchase Price for the Property ("**Purchase Price**") in the amount of One Million and 00/100ths U.S. Dollars ($1,000,000.00) which shall be payable as follows:

2.1 Purchase Price. The Purchase Price shall be paid by Buyer at Closing, plus or minus any prorations, in the form of immediately available U.S. funds by wire transfer.

2.2 No Reductions to Purchase Price. Seller will not entertain price reductions due to any capital expenditures or repairs unless as may be otherwise agreed to by the Seller and Buyer in writing.

3. TITLE AND DUE DILIGENCE

3.1 Title Commitment; Survey. Seller has or will cause to be delivered to Buyer, at the earliest opportunity but in all events not later than ten (10) days prior to Closing, the following (collectively "**Title Evidence**"):

(a) A commitment for an owner's policy of title insurance (the "**Title Commitment**"), issued by Chicago Title Insurance Company ("**Title Company**") covering the Real Property and Improvements and indicating the willingness of Title Company to issue to Buyer at Closing the owner's title policy described in Section 3.4 below in the amount of the Purchase Price, with such Title Commitment setting forth the status of the title to the Property and showing all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters of record affecting the Property; and

(b) An ALTA survey of the Real Property and Improvements ("**Survey**"). Seller and Buyer agree to use the Survey from Seller's July 2, 2025 purchase and closing of the Property, which Survey shall be certified toBuyer.

3.2 Review of Title. Buyer shall have three (3) business days after receipt of the Title Evidence, to review the Title Evidence and render any objections as to matters of title in writing

to Seller. Any matters of title not timely objected to by Buyer shall be deemed waived and shall constitute permitted exceptions ("**Permitted Exceptions**") hereunder. Seller shall have three (3) business days from the date of such objections to use commercially reasonable efforts to have such objections removed or satisfied. If Seller shall fail to have such objections removed or satisfied within such time or during such time delivers a written notice to Buyer stating that such objections shall not be cured, then Buyer may, at its sole election, by written notice to Seller, delivered within two (2) business days from receipt of Seller's response (or within two (2) business days of the expiration of the three (3) business day period if Seller does not deliver a response) either (a) terminate this Agreement without any liability on its part, and neither party shall have further rights or obligations hereunder (except as set forth in Section 5.3(b) hereof) or (b) proceed to Closing and take title to the Property subject to such objections, in which case such non-cured objections shall become additional Permitted Exceptions hereunder. If no such notice from Buyer is timely received by Seller, Buyer shall be deemed to have elected to proceed to Closing under clause (b) of the immediately preceding sentence. Seller shall, at its sole cost, use its best efforts to satisfy title objections that pertain to marketability of title to the Real Property and/or Improvements.

3.3 Vesting of Title. At Closing, Seller shall convey fee simple title to the Real Property and Improvements to Buyer by special warranty deed (as further described in Section 4.2(a)(i) below), subject only to the Permitted Exceptions, and shall convey Seller's interest in the Personal Property to Buyer by bill of sale (as further described in Section 4.2(a)(ii) below).

3.4 Title Insurance. At Closing, the Title Company shall issue to Buyer an ALTA Form Owner's Title Insurance Policy, insuring that fee simple title to the Real Property is vested in Buyer subject to the Permitted Exceptions in the full amount of the $1,000,000.00 Purchase Price providing for full extended coverage over all general exceptions (the "**Title Policy**"). Buyer, in its sole discretion and at its sole cost, may request and shall be responsible for the cost of additional title insurance in excess of the $1,000,000.00 Purchase Price.

3.5 No Inspection Period. As of the date of this Agreement Buyer's affiliate, Bradford Allen Management Services LLC, manages the Property for and on behalf of Seller and Buyer agrees and acknowledges that it is knowledgeable as to the Property and the operations at the Property in all material respects and Buyer has had the opportunity to inspect the Property, the Due Diligence Documents (as hereinafter defined in Section 5.3(c) and perform such other due diligence with respect to the Property as Buyer reasonably deemed necessary.

4. CLOSING

4.1 Closing. The purchase and sale of the Property ("**Closing**") shall occur on August 14, 2025 or such other date as agreed upon in writing by Seller and Buyer (the "**Closing Date**"). Seller and Buyer agree that this transaction shall close in escrow through the Title Company.

4.2 Transactions at Closing. On the Closing Date:

(a) Seller shall deliver or cause to be delivered to Buyer the following documents (collectively, the "**Conveyance Documents**") duly executed and acknowledged (where required):

(i) Standard-form special warranty deed (the "**Deed**") conveying the Real Property, subject only to the applicable Permitted Exceptions, in the form attached hereto as Exhibit C;

(ii) Bill of Sale in the form set forth on Exhibit B attached hereto conveying the Personal Property;

(iii) Assignment and Assumption Agreement (the "**Assignment**") in the form set forth on Exhibit D attached hereto;

(iv) Certificate of non-foreign status in the form set forth on Exhibit E attached hereto, to confirm that Buyer is not required to withhold part of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended;

(v) Original executed copies of all of the Leases in Seller's possession and executed copies of Tenant Estoppel Certificates in Seller's possession in accordance with Section 5.1(f);

(vi) Information required by the Title Company to comply with the real estate reporting requirements set forth in Section 6045(e) of the Internal Revenue Code of 1986, as amended;

(vii) Certificate confirming that the representations and warranties of Seller under this Agreement remain true and correct in all material respects in the form attached hereto as Exhibit G;

(viii) Evidence as to the authority of the person or persons executing documents on behalf of the Seller reasonably acceptable to Buyer and the Title Company;

(ix) Assumed Service Contracts, together with such leasing and property files and records located at the Property or at the property manager's office necessary in connection with the continuing day-to-day operation, leasing and maintenance of the Property; provided, however, that proprietary information of Seller not required in the day-to-day operation of the Property shall not be included;

(x) Such conveyance, sales or transfer tax forms or returns, if any, as are required to be delivered by applicable state and local law in connection with the conveyance of the Property;

(xi) Notices to all service contract vendors notifying such vendors, for such Service Contracts that Buyer has agreed to assume, of the transfer and directing them to look to Buyer for all payments due from and after the Closing and copies of

notices to all other service contract vendors of termination of such non assumed Service Contracts in the form attached as Exhibit M;

(xii) Affidavits as may be customarily and reasonably required by the Buyer (to the extent typically requested in connection with real estate sales) and the Title Company, in a form reasonably acceptable to Seller;

(xiii) Closing Statement acceptable to Seller, Buyer and the Title Company;

(xiv) Such other documents as may be reasonably necessary and appropriate to complete the Closing of the transaction contemplated herein;

(xv) If agreed upon in accordance with Section 16, the 6400 Shafer Access and Parking Easements (as hereinafter defined); and

(xvi) If agreed upon in accordance with Section 15, the Tax Increment Financing Assistance Agreement (as hereinafter defined).

(b) Buyer shall deliver to Seller the following duly executed and acknowledged (where required):

(i) The Purchase Price as adjusted to reflect the Buyer's share of closing costs, prorations and any fees as more particularly set forth in Section 4.3 below;

(ii) Assignment (as described in Section 4.2(a)(iii) above);

(iii) Information required by the Title Company to comply with the real estate reporting requirements set forth in Section 6045(e) of the Internal Revenue Code of 1986, as amended;

(iv) Evidence in the form of a certified Village of Rosemont Ordinance of the authority of the person or persons executing documents on behalf of Buyer reasonably acceptable to Seller and the Title Company;

(v) Certificate confirming that the representations and warranties of Buyer under this Agreement remain true and correct in all material respects in the form attached hereto as Exhibit H;

(vi) Closing Statement acceptable to Buyer, Seller and the Title Company;

(vii) Affidavits as may be customarily and reasonably required by the Title Company;

(viii) Such other documents as may be reasonably necessary and appropriate to complete the Closing of the transaction contemplated herein;

(ix) If agreed upon in accordance with Section 16, the 6400 Shafer Access and Parking Easements; and

(x) If agreed upon in accordance with Section 15, the Tax Increment Financing Assistance Agreement.

(c) Seller and Buyer shall execute a tenant notification letter to each tenant of the Property (the "**Tenant Notification Letter**") in the form attached hereto as Exhibit I, and Buyer shall, within forty-eight (48) hours following the Closing, cause the Tenant Notification Letter to be delivered to the tenants.

4.3 Title Transfer and Payment of Purchase Price. Buyer agrees to deliver the cash payment specified in Section 4.2(b)(i) by wire transfer of federal funds received in the bank designated by the Title Company no later than 12:00 noon Central Time on the Closing Date with directions (subject to Section 7.2 hereof) to transmit such funds to the account of Seller by wire transfer of federal funds (pursuant to the wiring instructions set forth below) no later than 1:00 p.m. Central Time on the Closing Date. If the funds are not received and transmitted by the time subscribed above, respectively, then Seller may, at Seller's sole option, require that the Closing Date be moved to the next date on which funds shall be received and transmitted by the time set forth above, and all prorations required hereunder shall be made as of such deferred Closing Date. The balance of the funds due to Seller pursuant to the Closing Statement shall be transmitted to the account of Seller pursuant to wiring instructions to be furnished by Seller.

5. PRORATIONS; CLOSING ITEMS

5.1 Prorations; Closing Items.

(a) Utilities/Service Components. Except to the extent paid directly by any tenant to the applicable utility company or service provider, water, sewer, electricity, fuel, and other utility charges will be apportioned based upon meter readings taken as of the day before the day of Closing, but Buyer and Seller agree to pay their respective shares of all utility bills received subsequent to Closing, prorated as of the date of Closing. At Closing, Seller shall receive a credit for all prepaid charges under the Contracts being assigned and assumed at Closing, together with credit for any deposits thereunder and Buyer shall receive a prorated credit for any unpaid amounts not yet paid by Seller for periods prior to Closing with respect to said Contracts, and such prorations shall either be based on contractual amounts or reasonable estimates. This provision shall survive the Closing Date. Any utility deposits made by Seller shall be and remain the property of Seller. After Closing, Buyer shall be responsible for any future utilities and service components.

(b) Rents. Rents due from tenants under Leases shall be prorated as of the Closing Date with the portion of rents attributable to expenses to be prorated in accordance with Section 5.1(c) below. Seller shall have the right to pursue the collection of uncollected delinquent Tenant rent under the Leases for the period prior to the Closing, provided, however, Seller shall have no right to pursue any action for eviction of any tenant from the Property. For a period of one hundred twenty (120) days following the Closing, (i) Buyer shall remit to Seller any such tenant rents received by Buyer for the period prior to the Closing within ten (10) Business Days

after receipt thereof and (ii) Seller shall remit to Buyer any such tenant rents received by Seller for the period after the Closing within ten (10) Business Days after receipt thereof. The provisions of this Subsection 5.l(b) shall survive the Closing

(c) Proration of Reimbursable Tenant Expenses. "**Reimbursable Tenant Expenses**" are all expenses and taxes owed by tenants under the Leases aside from base rent. "**Expenses**" are the actual expenses and taxes incurred by the landlord that are being reimbursed by the Reimbursable Tenant Expenses. At least three (3) business days prior to Closing, Seller shall prepare and submit to Buyer a reconciliation statement ("**Closing Reconciliation Statement**") of Seller's actual and estimated Reimbursable Tenant Expenses for 2025 through the day before the Closing Date. Estimates shall be reasonable based on historical or budgeted operating expenses unknown at time Closing. If Seller's actual Expenses paid for 2025 through the date of Closing exceed Seller's actual Reimbursable Tenant Expenses received for 2025 through the Closing Date as set forth in such reconciliation, then Seller shall receive a credit at Closing equal to the amount of such excess, subject to any limitation or cap on recovery contained in the applicable Leases, which shall be applied proportionately to the period of Seller's ownership. For the avoidance of doubt, in no event shall Buyer be required to credit Seller for any Reimbursable Tenant Expenses incurred by Seller which would not be recoverable by Landlord pursuant to the terms of the applicable Leases. If Seller's actual Reimbursable Tenant Expenses received for 2025 through the date of Closing exceed Seller's actual Reimbursable Tenant Expenses for 2025 through the date of Closing as set forth in such reconciliation, then Buyer shall receive a credit at Closing equal to the amount of such excess. If a Tenant for which a proration credit was given or received has the right to inspect and audit the books, records and other documents of the landlord under the Lease for 2025, Seller agrees to reasonably cooperate in providing access to its books and in connection therewith but shall not be liable for any amounts due or owing from such reconciliation after Closing. After Closing, Buyer shall be responsible for any future tenant reconciliations with tenants. The provisions of this Subsection 5.l(c) shall survive the Closing

(d) Real Estate Taxes. Seller shall be responsible for 100% of the real estate taxes for tax year 2024 that are payable in 2025 up to and including the Closing Date, and provide a credit to Buyer equal to the portion of real estate taxes for tax year 2024 payable in 2025 at Closing unless the 2024 real estate taxes payable in 2025 have been paid at the time of Closing. Seller shall also provide a credit to Buyer for the real estate taxes equal to Seller's prorata share of 2025 taxes payable in 2026. All tax prorations (for tax year 2024 payable in 2025 and for tax year 2025 payable in 2026) shall be based on $1,294,763, which is the actual amount of taxes for tax year 2023 that are payable in 2024. Buyer shall be responsible to pay all real estate taxes that become due and payable from and after the Closing Date. The proration of taxes calculated at Closing shall be final. Buyer acknowledges that the owner of the Property immediately prior to Seller, VMC Shafer Court, LLC ("**VMC**"), (i) has terminated and dismissed any pending appeal or challenge and forego its rights to any appeal, challenge or refund for the 2024 real estate taxes paid in 2025 or the 2025 real estate taxes paid in 2026, (ii) has retained its right to continue to pursue tax appeals and refunds for 2022 real estate taxes paid in 2023 and 2023 real estate taxes paid in 2024, and all refunds related thereto shall belong solely to VMC and (iii) is responsible for all costs, expenses and attorney's fees related to all appeals and refunds. Additionally, all other items to be prorated shall also be prorated as of the Closing Date. The provisions of this Subsection 5.1(d) shall survive the Closing.

(e) Security Deposits. At the Closing, Seller shall credit to the account of Buyer against the Purchase Price any security deposit (to the extent not properly applied against tenant delinquencies) reflected as being made under any Leases executed with respect to the Property or otherwise actually collected by Seller or on Seller's behalf, together with all interest, if any, which must be paid thereon to any tenant thereunder. As for any security deposits not in the form of cash (e.g., letters of credit), Seller shall deliver to Buyer at Closing the original letter of credit if in Seller's possession, together with all transfer documentation and transfer fees reasonably required by the issuing entity to cause same to be reissued to Buyer immediately following the Closing. The provisions of this Subsection 5.1(e) shall survive the Closing. The provisions of this Subsection 5.1(e) shall survive the Closing.

(f) Closing Costs. Buyer shall pay for (i) the cost of recording the Deed including without limitation any documentary or deed tax in connection therewith, if any, the parties acknowledging the contemplated transfer to a governmental body is an exempt transfer, and (ii) one-half (1/2) of any escrow fees, examination fees and closing fees to the Title Company. Buyer shall pay for all costs relating to any financing obtained by Buyer in connection with its purchase of the Property, if any, and all costs incurred by Buyer in performing any related tests and investigations. Seller shall pay (i) 100% of the premium for the Title Policy in the amount of the $1,000,000.00 Purchase Price, together with the cost of full extended coverage over all general exceptions and endorsements reasonably requested by Buyer, (ii) one-half (1/2) of all escrow fees, examination fees and closing fees charged by the Title Company, and (iii) the recording fees with respect to documents which Seller elects to place of record in order to cure title objections raised by Buyer, as fully described in said Section 3.3. Buyer, in its sole discretion and at its sole cost, may request and shall be responsible for the cost of additional title insurance in excess of the $1,000,000.00 Purchase Price. Each party shall pay its own attorney's fees.

5.2 Calculation of Prorations. For purposes of calculating prorations, Seller shall be deemed to be in title to the Property, and therefore entitled to the income therefrom and responsible for the expenses thereof, through the day prior to the Closing Date and Buyer shall be deemed to be in title to the Property, and therefore entitled to the income therefrom and responsible for the expenses thereof, from and after 12:01 a.m. on the Closing Date. All prorations shall be made on the accrual basis and on the basis of the actual number of days of the year and month which have elapsed as of the Closing Date. The amount of prorations agreed upon between the parties at Closing shall be final and shall not be adjusted after Closing. This provision shall survive Closing and shall not be merged therein.

5.3 Furnishing of Information.

(a) Buyer acknowledges receipt of the following items:

(i) a current rent roll with respect to the Property, together with copies of all Leases and amendments and/or modifications currently in effect;

(ii) a schedule of service, maintenance and other such contracts relating to the day-to-day operation or maintenance of the Property, together with copies of such contracts;

(iii) a statement summarizing all pending lease and/or renewal lease negotiations currently being conducted by Seller and/or its leasing agent with existing or prospective tenants.

(b) Buyer acknowledges that Seller has made and shall continue to make the Property available for Buyer's inspection. and the following to the extent in the possession of Seller or Seller's agents: (i) rent roll; (ii) Phase I report dated June 24, 2024; (iii) leasing activity report; (iv) the Leases and lease files including monthly invoices for the twelve (12) month period preceding the Closing Date; (v) a copy of any existing Survey; (vi) guaranties, warranties, licenses, governmental permits (including Certificates of Occupancy), if any, and Service Contracts (including contracts for lawn care, snow plowing, janitorial and preventive maintenance services) relating to the Property; and (vii) a copy of accounts receivable and accounts payable for 2024 and 2025 (collectively, the "**Due Diligence Documents**"), on site at the Property. Seller shall reasonably cooperate with Buyer (but shall not be obligated beyond making the initial request therefor) to obtain any consents required in connection with an assignment of any of the Due Diligence Documents. All of the Due Diligence Documents are confidential and shall not be distributed or disclosed by Buyer to any person or entity not associated with Buyer in accordance with Section 11.12 hereof. Seller agrees to deliver to Buyer a copy of any written notices from any governmental authority pertaining to any violation of law or ordinance regulating the use of the Property which are received by Seller prior to the Closing Date and of any notice which Seller receives prior to Closing from any tenant regarding any default under any Lease. If the transaction fails to close for any reason whatsoever, Buyer shall return to Seller all of the Due Diligence Documents which Seller or Agent may have delivered to Buyer in accordance with this Section 5.3. THE FURNISHING OF ANY MATERIALS, DOCUMENTS, REPORTS, OR AGREEMENTS DESCRIBED ABOVE SHALL NOT BE INTERPRETED IN ANY MANNER AS A REPRESENTATION OR WARRANTY OF ANY TYPE OR KIND BY SELLER, OR AGENT, OR ANY OTHER PARTY RELATED IN ANY WAY TO ANY OF THE FOREGOING.

6. REPRESENTATIONS AND WARRANTIES

6.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer as follows:

(a) Seller's Entity. Seller is a municipal corporation under the laws of the State of Illinois and the execution of this Agreement, and all required documents, Seller's performance of this Agreement and the transaction contemplated hereby have been duly authorized by the requisite action or the part of the Buyer and Buyer's Board of Trustees.

(b) Seller Authority. Seller has full power and authority to enter into this Agreement and to perform all its obligations hereunder, and has taken all action required by law, its governing instruments, or otherwise to authorize the execution, delivery, and performance of this Agreement and all the deeds, agreements, certificates, and other documents contemplated herein. This Agreement has been duly executed by and is a valid and binding agreement of Seller, enforceable in accordance with its terms, except as enforceability may be limited by equitable principles or by the laws of bankruptcy, insolvency, or other laws affecting creditors' rights generally.

(c) No Conflict or Lien. Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated herein will conflict with or result in a breach of any contract, license, or undertaking to which Seller is a party or by which any of its property is bound, or constitute a default thereunder or, except as contemplated herein, result in the creation of any lien or encumbrance upon the Property.

(d) No Proceedings. No legal or administrative proceeding is threatened or pending against Seller which would adversely affect its right to convey the Property to Buyer as contemplated in this Agreement.

(e) Leases. To Seller's knowledge, the Rent Roll contains a complete listing of all Leases and all amendments and modifications thereto currently in effect with respect to the Real Property. Seller has provided Buyer with true and complete copies of all the Leases and amendments that were provided to Seller by VMC. To the knowledge of Seller, the Leases are in full force and effect and neither Seller, nor any tenant, is in default under the Leases. To Seller's knowledge, there are no other leases or possessory rights of others regarding the Property except as set forth on Schedule 1 attached hereto

(f) Litigation. Seller has no knowledge of and has not received notice of any litigation which has been filed against Seller that arises out of the ownership of the Property and would materially affect the Property or use thereof, or Seller's ability to perform hereunder

(g) Violations. Seller has no knowledge of and has not received written notice from any governmental body, authority or agency of any material violation of federal, state or local laws, rules or regulations affecting the Property.

(h) Service Contracts. To Seller's knowledge, all service and maintenance contracts, including Service Contracts, affecting the Property are accurately set forth on Exhibit F hereto.

(i) Condemnation. Seller has no knowledge of and has received no written notice of any condemnation proceedings relating to the Property.

(j) No Casualty. To Seller's knowledge, Seller is not aware and has not received any written notice of any casualty affecting the Property.

Except with respect to the warranties set forth in the Deed and in Section 6.1 hereof, Seller has not made any warranty or representation, express or implied, written or oral, concerning the Property, including without limitation any representations relating to Hazardous Materials (as defined in Section 6.3(c) below).

All representations and warranties of Seller contained herein are intended to and shall remain true and correct as of the Closing and shall survive the delivery of the Deed for a period of eight (8) months after Closing and shall thereafter expire. Any claims by Buyer with respect to such representations or warranties shall be commenced by written notice to Seller within said eight (8) month period or shall be deemed waived by Buyer. Notwithstanding the foregoing, Buyer shall have no claim against Seller with respect to the representations and warranties set forth in this Section 6.1 if Buyer had actual knowledge that a representation or warranty was or

may be untrue and inaccurate or incorrect as of the time of Closing and Buyer nevertheless chose to proceed with Closing hereunder.

6.2 Buyer's Representations and Warranties. Buyer represents, warrants, and covenants to Seller that:

(a) Authority to Execute; Organization. This Agreement constitutes valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms. Buyer is validly organized and in good standing as a limited liability company under the laws of the State of Illinois, and the execution of this Agreement, delivery of money and all required documents, Buyer's performance of this Agreement and the transaction contemplated hereby have been duly authorized by the requisite action or the part of the Buyer and Buyer's Managing Member(s).

(b) Recording. Buyer shall not record this Agreement or a memorandum hereof at any time.

6.3 As-Is.

(a) Buyer Acknowledgment. Buyer acknowledges for Buyer and Buyer's successors, heirs and assignees, (i) that Buyer has been given a reasonable opportunity to inspect and investigate the Property, all improvements thereon and all aspects relating thereto, either independently or through agents and experts of Buyer's choosing and (ii) that Buyer is acquiring the Property based upon Buyer's own investigation and inspection thereof, and (iii) the provisions of this Section 6.3(a) shall survive Closing and shall not be merged therein.

SELLER AND BUYER AGREE THAT UPON CLOSING THE PROPERTY SHALL BE SOLD AND THAT BUYER SHALL ACCEPT POSSESSION OF THE PROPERTY ON THE CLOSING DATE "AS IS, WHERE IS, WITH ALL FAULTS", WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT FOR THE WARRANTIES OF TITLE CONTAINED IN THE DEED AND EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 6.1(a) THROUGH (m) HEREOF INCLUSIVE, SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, USES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY. BUYER SPECIFICALLY ACKNOWLEDGES THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, AGENT, OTHER AGENTS OR BROKERS AS TO THE CONDITION OF OR AS TO ANY MATTER CONCERNING THE PROPERTY (EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH IN THE DEED AND IN SECTION 6.1(a) THROUGH (m) HEREOF INCLUSIVE), INCLUDING WITHOUT LIMITATION (1) THE CONDITION OR SAFETY OF THE

PROPERTY OR ANY IMPROVEMENTS THEREON, INCLUDING, BUT NOT LIMITED TO, PLUMBING, SEWER, HEATING AND ELECTRICAL SYSTEMS, ROOFING, AIR CONDITIONING, IF ANY, FOUNDATIONS, SOILS AND GEOLOGY INCLUDING HAZARDOUS MATERIALS (AS HEREINAFTER DEFINED), LOT SIZE, OR SUITABILITY OF THE PROPERTY OR ITS IMPROVEMENTS FOR A PARTICULAR PURPOSE; (2) WHETHER THE APPLIANCES, IF ANY, PLUMBING OR UTILITIES ARE IN WORKING ORDER; (3) THE HABITABILITY OR SUITABILITY FOR OCCUPANCY OF ANY STRUCTURE AND THE QUALITY OF ITS CONSTRUCTION; (4) THE FITNESS OF ANY PERSONAL PROPERTY; (5) WHETHER THE IMPROVEMENTS ARE STRUCTURALLY SOUND, IN GOOD CONDITION, OR IN COMPLIANCE WITH APPLICABLE CITY, COUNTY, STATE OR FEDERAL STATUTES, CODES OR ORDINANCES; (6) THE NATURE AND CONDITION OF THE PROPERTY AND THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON; (7) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR ANY OTHER MATTER RELATING IN ANY WAY TO THE PROPERTY; (8) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER AUTHORITY OR BODY; (9) THE EXISTENCE OF ANY TOXIC OR HAZARDOUS SUBSTANCE OR WASTE IN, ON, UNDER THE SURFACE OF OR ABOUT THE PROPERTY; (10) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING; (11) WHETHER OR NOT AND TO THE EXTENT TO WHICH THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOODPLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (12) DRAINAGE; (13) ZONING OR LAND USE RESTRICTIONS RULES AND REGULATIONS TO WHICH PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT; (14) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC AND INCLUDING THE UTILITY AVAILABILITY CAPACITIES ALLOCATED TO THE PROPERTY BY THE RELEVANT GOVERNMENTAL OR REGULATORY AUTHORITY; (15) USAGES OF ADJOINING PROPERTY; (16) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF; (17) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, DURABILITY, STRUCTURAL INTEGRITY, OPERATION, LEASING, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS OR CLAIMS ON OR

AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF; (18) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; OR (19) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (BUYER AFFIRMING THAT BUYER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE).

SUBJECT ONLY TO THE LIMITED WARRANTIES OF TITLE SET FORTH IN THE DEED AND THE WARRANTIES EXPRESSLY SET FORTH IN SECTIONS 6.1(a) THROUGH (m) HEREOF, BUYER FURTHER ACKNOWLEDGES AND AGREES THAT IT IS RELYING SOLELY UPON ITS OWN INDEPENDENT EXAMINATION, INSPECTION, STUDY AND KNOWLEDGE OF THE PROPERTY AND NOT UPON ANY INFORMATION OR REPRESENTATIONS MADE TO IT BY SELLER, ITS OFFICERS, DIRECTORS, CONTRACTORS, AGENTS OR EMPLOYEES OR ANY PERSON WHOMSOEVER. BUYER AGREES TO PAY FOR AND HAS MADE OR CAUSED TO BE MADE ALL INSPECTIONS, INVESTIGATIONS AND ANALYSES AS IT DEEMS NECESSARY OR APPROPRIATE FOR THE PURPOSE OF DETERMINING COMPLIANCE OR NON-COMPLIANCE BY THE PROPERTY WITH ALL BUILDING, HEALTH, ENVIRONMENTAL, ZONING AND LAND USE LAWS, ORDINANCES, RULES AND REGULATIONS. ANY REPORTS, REPAIRS OR WORK REQUIRED BY BUYER ARE TO BE THE SOLE RESPONSIBILITY OF BUYER AND BUYER AGREES THAT THERE IS NO OBLIGATION ON THE PART OF SELLER TO MAKE ANY CHANGES, ALTERATIONS, OR REPAIR TO THE PROPERTY, AND BUYER ACKNOWLEDGES BUYER HAS COMPLETED ITS DUE DILIGENCE WITH RESPECT TO THE PROPERTY TO ITS SATISFACTION. BUYER IS SOLELY RESPONSIBLE FOR OBTAINING ANY RESALE CERTIFICATE, CERTIFICATE OF OCCUPANCY OR ANY OTHER APPROVAL OR PERMIT NECESSARY FOR TRANSFER OR OCCUPANCY OF THE PROPERTY AND FOR ANY REPAIRS OR ALTERATIONS NECESSARY TO OBTAIN THE SAME, ALL AT BUYER'S SOLE COST AND EXPENSE.

SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUBJECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6.1(a) THROUGH (f), BUYER HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS (AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY FOLLOWING THE CLOSING DATE BUT NOT PRIOR TO THE CLOSING DATE. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6.1(a) THROUGH (f), BUYER

ACKNOWLEDGES THAT ANY CONDITION OF THE PROPERTY WHICH BUYER DISCOVERS AFTER THE CLOSING DATE SHALL BE AT BUYER'S SOLE EXPENSE AND SUBJECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6.1(a) THROUGH (f), BUYER EXPRESSLY WAIVES AND RELEASES SELLER AND SELLER'S AGENTS AND REPRESENTATIVES FROM ANY CLAIMS UNDER FEDERAL LAW, STATE OR OTHER LAW THAT BUYER MIGHT OTHERWISE HAVE AGAINST SELLER OR SELLER'S AGENTS AND/OR REPRESENTATIVES RELATING TO THE PHYSICAL CHARACTERISTICS OR CONDITION OF THE PROPERTY INCLUDING THE ENVIRONMENTAL CONDITION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS THE "AS-IS" NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY. BUYER HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF.

(b) No Claim for Hazardous Materials. Upon Closing, Buyer for Buyer and Buyer's successors in interest releases Seller and Seller's officers, agents and employees from, and waives all claims and liability which Buyer may have against Seller and Seller's officers, agents and employees for, any structural, physical or environmental condition at the Property, including without limitation the presence, discovery or removal any Hazardous Materials in, at, about or under the Property, or for, connected with or arising out of any and all claims or causes of action based upon the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("**CERCLA**"), the Superfund Amendments and Reauthorization Act of 1986 ("**SARA**"), the Resource Conservation and Recovery Act ("**RCRA**"), the Toxic Substances Control Act (the "**TSCA**"), as such acts may be amended from time to time, or any other federal or state statutory or regulatory cause of action arising from or related to Hazardous Materials at, in or under the Property (collectively, the "**Hazardous Waste Laws**"). The waiver and release by Buyer set forth in this Section 6.3(b) shall extend to Buyer and Buyer's successors in interest. Such waiver and release by Buyer and Buyer's successors in interest shall not constitute or effect an assumption on the part of Buyer of any previously disclosed or known or not previously disclosed or known third party claims of liability of Seller which Seller may have to any third party related to the environmental condition of the Property. The waiver and release by Buyer set forth in this Section 6.3(b) shall survive the Closing Date and shall be enforceable at any time after the Closing Date.

(c) "Hazardous Materials" Defined. For purposes of this Agreement, the term "**Hazardous Materials**" shall mean any substance, chemical, waste or material that is or becomes regulated by any federal, state or local governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, including, without limitation, those substances regulated by the Hazardous Waste Laws.

(d) No Representations as to Hazardous Materials. Buyer acknowledges that Seller has made no representations or warranties whatsoever to Buyer (i) regarding the presence or absence of any Hazardous Materials in, at, or under the Property, and (ii) as to any other

environmental matter pertaining to the Property. Buyer has made such studies and investigations, conducted such tests and surveys, and engaged such specialists as Buyer has deemed appropriate to evaluate fairly the Property, and its risks from an environmental and Hazardous Materials standpoint.

(e) Survive Closing. The provisions of this Section 6.3 shall survive the termination of this Agreement and Closing.

7. CONDITIONS TO CLOSING

7.1 Seller's Conditions. The obligation of Seller to sell and convey the Property under this Agreement is subject to the satisfaction of the following conditions precedent or conditions concurrent (the satisfaction of which may be waived only in writing by Seller):

(a) Delivery and execution by Buyer of all monies, items, and other instruments required to be delivered by Buyer to Seller;

(b) Buyer's covenants, warranties, and representations set forth herein shall be true and correct in all material respects as of the Closing Date;

(c) All of the actions by Buyer contemplated by this Agreement shall have been completed;

(d) There shall be no uncured material default by Buyer of any of its obligations under this Agreement; and

(e) Buyer and Seller shall have agreed on the form of the 6400 Shafer Access and Parking Easements in accordance with Section 16.

7.2 Buyer's Conditions. The obligation of Buyer to acquire the Property under this Agreement is subject to the satisfaction of the following conditions precedent or conditions concurrent:

(a) Delivery and execution by Seller of all monies, items and other instruments required to be delivered by Seller to Buyer including title insurance pursuant to Section 3.4 hereof;

(b) Seller's covenants, warranties and representations set forth herein shall be true and correct in all material respects as of the Closing Date;

(c) There shall be no uncured material default by Seller of any of its obligations under this Agreement;

(d) Buyer and Seller shall have agreed on the form of the 6400 Shafer Access Parking Easements in accordance with Section 16; and

(e) Buyer and Seller shall have agreed on the form of the TIF Assistance Agreement in accordance with Section 15.

7.3 Failure of Condition.

(a) In the event of a failure of any condition contained in Section 7.2 above and solely as a result thereof, Closing shall not occur as and when provided in this Agreement, then Buyer, as its sole and exclusive remedy, may after written notice to Seller and Seller's failure to cure within seven (7) days:

(i) terminate this Agreement in which event: (1) all documents deposited by Buyer shall be immediately returned to Buyer; (2) all documents deposited by Seller shall be immediately returned to Seller and (3) subject to Sections 5.3(b), 11.12 and 11.13 hereof, neither party shall have further rights or obligations hereunder; or

(ii) waive such default or failure and close the transaction.

(b) In the event of a failure of any condition contained in Section 7.1 above, Seller may in its sole discretion after written notice to Buyer and Buyer's failure to cure within seven (7) days Seller may, as its sole and exclusive remedy:

(i) terminate this Agreement, in which event all documents deposited by Buyer shall be immediately returned to Buyer, and all documents deposited by Seller shall be immediately returned to Seller and subject to Sections 5.3(b), 11.12 and 11.13, neither party shall have further rights or obligations hereunder; or

(ii) waive such default or failure and close the transaction.

8. DAMAGE OR DESTRUCTION OF THE PROPERTY; CONDEMNATION

8.1 Damage or Destruction of the Property.

(a) If, between the Effective Date and the Closing Date, the Property is Materially Damaged or Destroyed (as hereinafter defined), Buyer may elect in writing, within five (5) days after receipt of written notice from Seller of such damage or destruction, accompanied by an estimation of the cost of repair and the time required to complete repairs, to terminate this Agreement or to purchase all of the Property without regard to such damage or destruction. If Buyer fails to notify Seller of Buyer's election, Buyer will be deemed to have elected not to proceed with the purchase of all of the Property. In the event that Buyer purchases all of the Property, Seller shall have no obligation to repair any such damage or destruction, nor shall the Purchase Price be adjusted except that the Purchase Price shall be reduced by an amount equal to the deductible amount under Seller's casualty insurance policy. "**Materially Damaged or Destroyed**" shall mean damage or destruction the repair or replacement of which would exceed One Hundred Thousand and 00/100 Dollars ($100,000.00), as determined by a licensed general contractor approved by Buyer and Seller. If, between the Effective Date and the Closing Date, the Property sustains nonmaterial damage, Seller shall assign its rights to insurance proceeds, if any, as provided for in Section 8.1(b) below. Seller agrees to maintain until the Closing the level of insurance coverage in effect on the Property as of the Effective Date.

(b) If Buyer elects to purchase the Property despite such material damage or destruction, Seller at closing shall assign its rights to and Buyer shall be entitled to receive any

insurance proceeds (with any accrued interest thereon) at or after Closing (as the same are available). Seller shall reasonably cooperate with Buyer to allow Buyer to collect any available insurance proceeds.

8.2 Condemnation. If prior to Closing all or a Material Part of the Property is subject to a proposed taking by any public authority, Seller shall promptly notify Buyer in writing of such proposed taking and Buyer may terminate this Agreement by notice to Seller within five (5) days after written notice thereof. If Buyer so elects, Buyer shall have no interest of any nature in any condemnation award (or payment in lieu thereof) relating to the Property. If Buyer does not so terminate this Agreement, or if the taking is as to a non-Material Part of the Property, Buyer shall accept the Property subject to the taking without a reduction in the Purchase Price and shall receive at closing an assignment of all of Seller's rights to any condemnation award. Seller shall reasonably cooperate with Buyer to allow Buyer to collect any such award. A "**Material Part**" of the Property shall mean a taking which would exceed $100,000.00, as determined by a licensed appraiser approved by Seller and Buyer.

9. COMMISSIONS AND EXPENSES.

9.1 Payment of the Sale Commission. Buyer and Seller represent and warrant to each other that no real estate broker or agent has been authorized to act on either party's behalf. Buyer hereby indemnifies Seller and holds Seller harmless from any and all demands or claims which now or hereafter may be asserted against Seller for any brokerage fees, commissions or similar types of compensation which may be claimed by Buyer's Agent and/or any other broker which was engaged or which claims to have been engaged by Buyer and all expenses and costs in handling or defending any such demand or claim, including reasonable attorney's fees. Seller hereby indemnifies Buyer and holds Buyer harmless from any and all demands or claims which now or hereafter may be asserted against Buyer for any brokerage fees, commissions or similar types of compensation which may be claimed by any broker which was engaged or which claims to have been engaged by Seller and all expenses and costs in handling or defending any such demand or claim, including reasonable attorney's fees.

9.2 Leasing Commissions. Seller shall, at or prior to Closing, pay all leasing commissions and tenant improvement costs payable under any Leases executed prior to the Effective Date. Buyer is responsible for leasing commissions and tenant improvement costs payable by reason of any expansion, extension or renewal of such Leases occurring on or after the Effective Date and approved (or deemed approved) by Buyer pursuant to this Section. A copy of any amendment, renewal or expansion of an existing Lease (unless such renewal or expansion is pursuant to the terms of the existing Lease, in which case Seller and Buyer agree that any such renewal or expansion shall be effective upon the exercise by a tenant pursuant to the terms of any such existing Lease) or of any new Lease which Seller wishes to execute between the Effective Date and the Date of Closing will be submitted to Buyer, with an estimate of all leasing commissions, tenant improvement and inducement payments to be incurred in connection therewith. With respect to any such submittal given by Seller to Buyer, Buyer agrees to notify Seller in writing within three (3) Business Days after its receipt thereof of either its approval or disapproval thereof; provided, however, that Buyer shall not unreasonably withhold, condition or delay its approval with respect to any such submittal given by Seller to Buyer before the Closing Date. In the event Buyer informs Seller within said three (3) Business Day period

set forth above that Buyer does not approve the amendment, renewal or expansion of such existing Lease or the execution of such new Lease, (i) Seller shall not proceed with such amendment, renewal or expansion of such existing Lease or execution of such new Lease and (ii) this event would trigger the Closing, but which shall occur on the Closing Date. In the event Buyer fails to notify Seller in writing of its approval or disapproval within said three (3) Business Day period, Buyer shall be deemed to have approved such new Lease, amendment, renewal or expansion. All leasing commissions and tenant improvement costs with respect to any such amendment, renewal, expansion or the terms of such new Lease executed after the Effective Date shall be the obligation of Buyer; provided, however, that if the extended term of such amendment, renewal, expansion or the term of such new lease commences prior to the Closing Date, then such leasing commissions and tenant improvement costs shall be prorated between Seller and Buyer based on said extended term or term, as the case may be, with Seller being responsible for the number of days of said extended term or term occurring prior to the Closing Date and Buyer being responsible for the number of days thereof attributable to periods from and after the Closing Date. The parties have attached a protected lease deal schedule hereto as Exhibit N (to be updated at Closing). Buyer shall be responsible for any and all commissions due brokers in connection with those leases, so long as lease or amendment is signed within 120 days after Closing, with any entities set forth on said protected lease deal schedule attached hereto as Exhibit N, as updated.

9.3 Lease Expense Reimbursement and Assumption. At Closing, Buyer shall (i) reimburse Seller for all leasing commissions, tenant improvement or inducement payments, attorney's fees and other fees paid or expenses incurred by Seller under Leases, expansions, extensions, or renewals made on or after the Effective Date and approved (or deemed approved) by Buyer pursuant to Section 9.2 hereof, if any, and (ii) assume all obligations of the landlord under Leases which either (a) arise after Closing or (b) are continuing covenants of the landlord which apply after Closing, if any.

9.4 Buyer Lease Assumption. Buyer agrees that is being assigned all existing leases at Closing pursuant to Exhibit D.

10. NOTICES

All notices, demands, elections, requests, and other communications required or permitted herein (any of which is referred to in this paragraph as a "**Notice**") shall be in writing. Any Notice given by a party's attorney shall be deemed Notice given by such party. All such Notices (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the party to whom the Notice is directed; (b) if sent by United States mail (prepaid certified or registered, return receipt requested, correctly addressed), three (3) Business Days after being so mailed; (c) if sent by electronic mail on (i) the Business Day sent so long as such electronic mail Notice is sent within business hours (i.e., 8:00 A.M. Central time – 5:00 P.M. Central time) on that Business Day (unless a different time period is provided herein) or (ii) the next Business Day if sent after business hours (i.e., 8:00 A.M. Central time – 5:00 P.M. Central time) on the Business Day sent or sent on a day other than a Business Day, and in either case upon confirmation of transmission generated by the sender's computer or acknowledgement of receipt by the party to whom such electronic mail Notice is sent; or (d) if sent by overnight courier, with request for next Business Day delivery, on the next Business Day after sending; addressed as

follows (or to such other address as the parties may specify by five (5) days' advance Notice given pursuant to this Section):

If to Seller:

Village of Rosemont
Rosemont Village Hall
9501 Technology Blvd., Suite 4000
Rosemont, IL 60018
Attention: Village Clerk
Phone No. (847) 825-4404
E-mail: lawlerk@VillageofRosemont.org

With a copy to:

Ryan & Ryan Law, LLC
9501 Technology Blvd., Suite 4300
Rosemont, IL 60018
Attn: William E. Ryan
Phone No.: (847) 825-8600
E-mail: wryan@ryanryanlaw.com

If to Buyer:

Bradford Allen Rosemont, LLC
300 S. Wacker Drive
35th Floor
Chicago, IL 60606
Attn: Laurence Elbaum
Brian Dovalovsky
Email: lelbaum@bradfordallen.com
bdovalovsky@bradfordallen.com

With a copy to:

Goldberg Kohn
55 E. Monroe Street, Suite 3300
Chicago, IL 60603
Attn: Jami Brodey
Phone No.: (312) 201-3984
E-mail: jami.brodey@goldbergkohn.com

Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party. Any notice may be given on behalf of any party by its counsel.

11. MISCELLANEOUS

11.1 Time. Time is of the essence in the performance of each party's obligations hereunder.

11.2 Attorneys' Fees. If any legal action, arbitration or other proceeding is commenced to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees and expenses. The phrase "prevailing party" shall include a party who receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise.

11.3 No Waiver; Consent. No waiver by any party of the performance or satisfaction of any covenant or condition shall be valid unless in writing and shall not be considered to be a waiver by such party of any other covenant or condition hereunder. Whenever any matter or item requires the approval, consent or written consent of a party hereunder, such approval, consent or written consent shall be in the sole and absolute discretion of this party giving such approval, consent or written consent unless a different standard for such approval, consent or written consent is specifically designated herein.

11.4 Entire Agreement. This Agreement contains the entire agreement between the parties regarding the Property and supersedes all prior agreements, whether written or oral, between the parties regarding the same subject. This Agreement may only be modified in writing.

11.5 Survival. Except for (i) any representations and indemnity obligations of Buyer and Seller which under this Agreement survive Closing for the period so specified therein, (ii) any post-closing obligations of Buyer and Seller specified in this Agreement and (iii) as otherwise specifically provided in this Agreement, none of the agreements, warranties and representations contained herein shall survive Closing.

11.6 Successors. Subject to Section 11.7, this Agreement shall bind and inure to the benefit of the parties hereto and to their respective legal representatives, successors and permitted assigns.

11.7 Assignment. Seller's written consent shall be required for any assignment of Buyer's rights under this Agreement. Any attempted unpermitted assignment, except with Seller's prior written consent, shall be ineffective and shall constitute a default under this Agreement provided Buyer shall be entitled to assign its rights under this Agreement to a wholly-owned affiliate of Buyer without Seller's consent. Notwithstanding any assignment hereunder, Buyer shall remain liable for the obligations of Buyer under this Agreement. Buyer represents, warrants and certifies to Seller that Buyer has not assigned, transferred or encumbered or agreed to assign, transfer or encumber, directly or indirectly, all or any portion of its rights or obligations under this Agreement. Buyer shall give written notice of any proposed assignment at least five (5) Business Days prior to Closing. If Seller approves such assignment (or in the case of a permitted transfer to a wholly-owned affiliate), Seller shall have no obligation to reissue any surveys or title commitments previously delivered to Buyer, nor shall Seller be

responsible for any costs or expenses of any nature associated with such transfer. The transfer of a controlling interest in Buyer shall be deemed a transfer of Buyer's rights under this Agreement.

11.8 Relationship of the Parties. The parties acknowledge that neither party is an agent for the other party, and that neither party shall or can bind or enter into agreements for the other party.

11.9 Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Illinois.

11.10 Possession; Risk of Loss. Seller shall deliver to Buyer possession of the Property on the Closing Date, subject only to the Leases and any existing tenancies, and Permitted Exceptions. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer on the Closing Date.

11.11 Review by Counsel. The parties acknowledge that each party and its counsel have reviewed and approved this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

11.12 Termination. Upon termination of this Agreement for any reason by either party, Buyer shall have the obligation to return to Seller all Due Diligence Documents and copies thereof (including any survey) and any other information or documentation received by Buyer from Seller or Seller's agents with respect to the Property and the obligation of Buyer under the first sentence of this Section 11.12 shall survive termination of this Agreement. Seller shall return any sums due Buyer, upon any termination of this Agreement by Buyer, and the Due Diligence Documents and copies thereof (including any survey) and such other information or documents provided to Buyer by Seller or Seller's agents shall be returned to Seller at the time of the return of any sums due Buyer.

11.13 Exculpation. In furtherance of, but not in lieu of, any other limitations contained in this Agreement or in any exhibits hereto or in documents executed in connection with the transaction described herein (collectively "**Purchase Documents**"), it is expressly understood and agreed by and between the parties hereto that (i) the recourse of Buyer or its successors or assigns against Seller with respect to any covenant, undertaking, indemnity or agreement contained in any of the Purchase Documents (collectively "**Seller's Undertakings**") shall be limited to the Property or the Purchase Price paid if post-Closing and not to any other assets of Seller or its shareholders, agents, beneficiaries, trustees or representatives.

11.14 Effect of Submission. The submission by Seller to Buyer of this Agreement in unsigned form shall be deemed to be a submission solely for Buyer's consideration and not for acceptance and execution. Such submission shall have no binding force and effect, shall not constitute an option, and shall not confer any rights or impose any obligations upon Buyer, irrespective of any reliance thereon, change of position or partial performance. The submission by Seller of this Agreement for execution by Buyer and the actual execution and delivery thereof by Buyer to Seller shall similarly have no binding force and effect on Seller unless and until

Seller shall have executed this Agreement and a counterpart thereof shall have been delivered to Buyer.

11.15 Counterparts. This Agreement may be executed in any number of counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

11.16 Board of Trustees Approval. Seller acknowledges and agrees this Agreement requires the approval of the Village Board of Trustees and that this Agreement will be executed after such approval is obtained.

12. NO RECORDING

The provisions hereof shall not constitute a lien on the Property and this Agreement shall not be placed or suffered to be placed by Buyer for recording with the office of the recorder (clerk) for the county in which the Property is located.

13. EFFECTIVENESS

This Agreement shall only be effective if a counterpart is signed by both Seller and Buyer.

14. ALTERNATIVE BIDS

The Village of Rosemont shall be responsible for ensuring compliance with all TIF requirements in connection with the transaction contemplated by this Agreement. The Village published a request for alternative bids as required pursuant to the Illinois Tax Increment Allocation Act and the Village of Rosemont's TIF No. 6 Redevelopment Plan and Project to the extent required by law requesting alternative bids and providing for alternative bids to be submitted to the Village of Rosemont.

15. TAX INCREMENT FINANCING ASSISTANCE AGREEMENT

Prior to Closing Seller and Buyer shall use good faith efforts to negotiate a Tax Increment Financing Assistance Agreement with regard to development of the Property providing for $1,000,000 in TIF assistance for reimbursement of TIF eligible costs subject to Buyer submitting (a) reimbursement request, (b) documentation and a signed, notarized certification as to incurred TIF reimbursable eligible costs, and (c) proof of payment of RE taxes to be paid when such taxes become due and in all events before such taxes become delinquent and all to be as more fully described in the TIF Assistance Agreement, in a form reasonably acceptable to Seller and Buyer (the "**TIF Assistance Agreement**"). If the TIF Assistance Agreement is agreed upon, Buyer and Seller shall execute and deliver the same at Closing.

16. 6400 SHAFER ACCESS AND PARKING EASEMENTS

Prior to Closing, Seller and Buyer shall use good faith efforts to negotiate the terms and form of an easement agreement to provide parking on the Property during the evenings for the benefit of the neighboring property located at 9501 West Devon Avenue, Rosemont, Illinois, in a

form reasonably acceptable to Buyer and Seller (the "**6400 Shafer Access and Parking Easement**"). If the 6400 Shafer Access and Parking Easement is agreed upon, Buyer and Seller shall execute and deliver the same at Closing. If the 6400 Shafer Access and Parking Easements is not agreed upon and not executed and delivered by Buyer and Seller at Closing, this Agreement shall terminate and the parties shall have no further obligations or liabilities under this Agreement except such liabilities and obligations as may survive a termination of this Agreement.

17. DUE DILIGENCE SUMMARY

Buyer acknowledges and agrees Buyer has fully reviewed the Due Diligence Summary dated June 30, 2025 and further agrees Seller shall have no liability with respect to the accuracy or completeness of the Due Diligence Summary or other reports and inspections work or activities with regard to the Property undertaken by Seller or others on behalf or at the direction of Seller.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER:

VILLAGE OF ROSEMONT, an Illinois municipal corporation

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

Attest:

By: _____
Name: Kathryn Lawler
Title: Village Clerk

BUYER:

BRADFORD ALLEN ROSEMONT, LLC, an Illinois limited liability company

By: BAIHP Management LLC, an Illinois limited liability company, its manager

By: _____
Name: Laurence B. Elbaum, its manager

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF LOT 6 IN GERHART HUEHL ESTATE DIVISION IN SECTION 3, TOWNSHIP 40 NORTH AND SECTION 34, TOWNSHIP 41 NORTH, BOTH IN RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF AND ADJOINING THE EASTERLY LINE OF SHAFER COURT ACCORDING TO THE DEED TO THE VILLAGE OF ROSEMONT, ILLINOIS, DATED AUGUST 11, 1975 AND RECORDED AS DOCUMENT 23397310 AND LYING WEST OF AND ADJOINING A LINE DRAWN SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 6, TO THE SOUTH LINE OF SAID LOT 6 FROM A POINT ON SAID NORTH LINE OF LOT 6, WHICH IS 487.69 FEET WEST OF THE INTERSECTION OF SAID NORTH LINE OF LOT 6 WITH THE CENTER LINE OF RIVER ROAD, IN COOK COUNTY, ILLINOIS.

ALSO DESCRIBED AS:

THAT PART OF LOT 6 IN GERHART HUEHL ESTATE DIVISION IN SECTION 3, TOWNSHIP 40 NORTH AND SECTION 34, TOWNSHIP 41 NORTH, BOTH IN RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT 6 WITH THE EASTERLY LINE OF SHAFER COURT ACCORDING TO THE DEED TO THE VILLAGE OF ROSEMONT, ILLINOIS, DATED AUGUST 11, 1975 AND RECORDED AS DOCUMENT 23397310; THENCE NORTH 87 DEGREES 39 MINUTES 31 SECONDS EAST ON AN ASSUMED BEARING, A DISTANCE OF 508.72 FEET ALONG THE NORTH LINE OF SAID LOT 6 TO A POINT ON SAID NORTH LINE OF LOT 6 WHICH IS 487.69 FEET WEST OF THE INTERSECTION OF SAID NORTH LINE OF LOT 6 WITH THE CENTERLINE OF RIVER ROAD; THENCE SOUTH 02 DEGREES 20 MINUTES 29 SECONDS EAST, AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 347.87 FEET TO THE SOUTH LINE OF SAID LOT 6; THENCE SOUTH 87 DEGREES 40 MINUTES 55 SECONDS WEST, A DISTANCE OF 597.83 FEET ALONG THE SOUTH LINE OF SAID LOT 6 TO THE EASTERLY LINE OF SAID SHAFER COURT; THENCE NORTH 14 DEGREES 19 MINUTES 29 SECONDS EAST, A DISTANCE OF 46.08 FEET ALONG THE EASTERLY LINE OF SAID SHAFER COURT TO A BEND POINT IN SAID EASTERLY LINE; THENCE NORTH 11 DEGREES 41 MINUTES 57 SECONDS EAST, A DISTANCE OF 312.83 FEET ALONG THE EASTERLY LINE OF SAID SHAFER COURT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

[legal description to be verified by title commitment]

EXHIBIT B

BILL OF SALE

THIS BILL OF SALE (the "**Bill of Sale**") is made as of the _____ day of _____, 2025 by **VILLAGE OF ROSEMONT,** an Illinois municipal corporation ("**Seller**"), in favor of **BRADFORD ALLEN ROSEMONT, LLC**, an Illinois limited liability company ("**Buyer**").

Seller and Buyer are parties to a Purchase and Sale Agreement (the "**Purchase Agreement**") dated _____, 2025, as amended, which provides for the sale of a certain parcel of real property (the "**Property**") located in the State of Illinois as legally described on Exhibit A attached hereto.

In connection with the Purchase Agreement, Seller is required to convey to Buyer certain items of tangible personal property as hereinafter described.

NOW THEREFORE, in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby CONVEYS AND TRANSFERS to Buyer, its legal representatives, successors and assigns, all of its right, title and interest in and to personal property as set forth in Exhibit B attached hereto located on the Property (excluding computer hardware and software and property owned or used by Seller's agents) and relating to the ownership, use, maintenance or operation of the Property as set forth in Exhibit B attached hereto.

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PERSONAL PROPERTY OR ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BY ITS ACCEPTANCE OF THIS BILL OF SALE BUYER ACKNOWLEDGES THAT IT HAS FULLY INSPECTED THE PERSONAL PROPERTY AND BUYER ACCEPTS THE SAME IN ITS PRESENT USED AND "AS IS" CONDITION.

[signature on following page]

IN WITNESS WHEREOF, the foregoing Bill of Sale was executed as of the date first set forth above.

VILLAGE OF ROSEMONT, an Illinois municipal corporation

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

Attest:

By: _____
Name: Kathryn Lawler
Title: Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, the _____ of _____, a _____, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act, and as the free and voluntary act of such _____, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2025.

_____
Notary Public

Commission Expires: _____

EXHIBIT A
TO BILL OF SALE

Legal Description

EXHIBIT B
TO BILL OF SALE

Personal Property

Shafer Court Personal Property List

	Location	Quantity
Conference Center		
Rolling Folding Tables	LL	23
Heart Start Defibrillator	LL	1
Black Rolling Foldable Chairs	LL	47
Small SPT Mini Fridge	LL	1
Rolling Podium	LL	1
Flat Screen Tv	LL	2
HDMI 25' Cord	LL	1
JABRA Speaker	LL	1
Logtec Camera	LL	1
Outdoor Patios		
Tall White Table w/ 6 matching stools	LL	1
Weaver Chair for 3	LL	2
Grey Single Poly Seat	LL	2
Short Round Poly Stool	LL	2
Guitar Pick Table	LL	1
Cafe		
Tall Wooden Lunch Table	LL	1
Tall Metal Brown Stools	LL	6
Grey Padded Wide Seats	LL	3
Guitar Pick Table Glass	LL	1
Leather Brown Wide Seats	LL	4
Woodback Grey Padded Seats	LL	9
Round White Tables	LL	7
Tall Back Brown and Grey Chairs	LL	4
Installed Wall Seating Bench	LL	1
Wall Baskets for Cornhole	LL	3
Cornhole Game w/ Bags	LL	1
Brown Garbage Metal Receptical	LL	1
Plant in Short Planter	LL	1
Flat Screen Tv	LL	1
Fitness Center		
Life Fitness Treadmill	LL	4

Life Fitness Elliptical	LL	2
Life Fitness Bike	LL	1
Life Fitness Arc Trainer	LL	1
Life Fitness Bench	LL	3
Peloton Bike	LL	1
Umax Dumbell Sets 3-60 lbs	LL	1
20x24x30 Jump Box	LL	1
Powerflite 100lbs Heavy Bag	LL	1
Pair of Boxing Gloves	LL	2
Medicine Balls 6-20 lbs	LL	8
Workout Mats	LL	7
Balancing Trainer	LL	2
Balance Balls	LL	3
Foam Rollers	LL	3
Life Fitness Half Rack w/ 2 sets of plates	LL	1
Dual Adjustment Pulley Station	LL	1
3 Station Technogym	LL	1

Lobby

Tall Brown Planters	1	3
Tall Brown Wooden Chairs	1	12
8' Granite Table	1	1
16' Granite Table	1	1
Large Glass Coffee Table	1	1
Small Glass Coffee Table	1	3
Short Grey Wood Chairs	1	4
Blue Lounge Chairs	1	4
Stainless Steel Wipe Dispenser w/ Trash Can	1	2
Security Desk w/ Computer	1	1
Area Rugs	1	3
Black Traffic Mats	1	5

Management Office Suite 175

Grey Couch	1	1
Desk w/ Credenza	1	7
Black Office Chair	1	7
Black Office Chair Rolling	1	23
Lift Table	1	1
Rectangular Table	1	6
Folding Table	1	8

Frigidaire Refrigerator	1	1
Water Cooler	1	1
Keurig	1	1
Sanyo Microwave	1	1
Konica Minolta Copier	1	1
Locking Legal Cabinets	1	4
Credenza	1	2
Round Black Table	1	1
Conference Room Table	1	1
Glass Coffee Table Square	1	1
Glass Coffee Table Rectangular	1	1
Grey Rectangular Side Table	1	1
Brown Leather Chairs	1	2

Bldg Engineering Office

Ilco Semiautomatic Key Cutter	8	1
Dayton Bench Grinder	8	1
Bench Vice	8	1
Milwaukee Sawzall	8	1
Ridgid 18.0 V Driver	8	1
Ridgid 18.0 V Drill and Charger	8	1
Workmoto Pressure Washer 110V	LL	1
XeroMachine 21" Snowblower 123cc	LL	1
Cobra Rodder 100'	LL	1
Drywall Cart orange	LL	1
Drywall Cart silver	LL	1
Ridgid Wet Dry Vac 16 gal	LL	1
Ridgid Wet Dry Vac 12 gal	LL	1
Insulated Screwdriver Set of 4	8	1
Channel Lock set of 3	8	1
Pipe Wrench	8	2
Allen Wrench Metallic Blue and Red	8	2
Klein Circuit Tracer Kit	8	1
Fluke 335 Clamp Meter	8	1
Milwaukee Infrared Temperature Gun	8	1
4 Wheeled Wire Carts		3
Drywall Cart		1
Flat Carts		2
Sanitare Commercial Vacuum		8
Assorted misc. tools		

Vacant Suite 225

Bosch Dishwasher	2	1

Vacant Suite 400		
Whirlpool Dishwasher	4	1
Vacant Suite 500		
LG 33" Flat Screen TV	5	1
LG 44" Flat Screen TV	5	1
LG 56" Flat Screen TV	5	2
LG 65" Flat Screen TV	5	6
NEC Projector and Ceiling Mount	5	4
Samsung 76" Monitor	5	2
LG Dishwasher	5	2
Upright Display Cooler	5	1
GE French Door Refrigerator and Freezer	5	1
LG Microwave	5	2
Vertiv Split AC Cooler HVAC Monitor	5	1
Asus 23" Monitor	5	1
Vacant Suite 700		
Samsung Dishwasher	7	2
Uline Ice Maker	7	1
Drink Pod	7	2
Uline Wine Cooler	7	1
Brown Metal Rolling File Cabinet	7	13
Brown Legal File Cabinet	7	10
Uline Soda Cooler	7	1
Parking Garage		
A Frame Ladder	LL	1

EXHIBIT C

DEED

Prepared by:

Fox Rothschild LLP (CAE)
33 South Sixth Street, Suite 3600
Minneapolis, MN 55402

EXEMPT TRANSFER pursuant to Par. 4(b) of the Illinois Transfer Tax Act, 35 ILCS 200/31-45(b).

_____
Seller/Buyer Attorney

(For Recorder's Use Only)

SPECIAL WARRANTY DEED
(Illinois)

Effective Date: _____

VILLAGE OF ROSEMONT, an Illinois municipal corporation ("**Grantor**"), whose mailing address is _____, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid to the Grantor by **BRADFORD ALLEN ROSEMONT, LLC**, an Illinois limited liability company ("**Grantee**"), whose mailing address is 9501 Technology Blvd., Suite 4000, Rosemont, IL 60018, the receipt and sufficiency of such consideration being hereby acknowledged, hereby grants, bargains, sells, and conveys to Grantee, all of the following described land and the improvements thereon situated in the County of Cook, State of Illinois, legally described on the attached **Exhibit A** ("Property"), together with all and singular the hereditaments and appurtenances thereto; to have and to hold the same, with the appurtenances thereto, forever, subject to the matters described in **Exhibit B** attached hereto and made a part hereof.

Grantor hereby agrees to warrant and defend the Property, the whole or any part thereof, to Grantee, its successors and assigns, against all claims and demands whatsoever, brought by any person or persons lawfully claiming, by, through or under Grantor but not otherwise.

EXECUTED this _____ day of _____, 2025.

GRANTOR:

[UPDATE SIG BLOCK]

STATE OF)
_____
) ss.
COUNTY OF)
_____

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, the _____ of _____, a_____, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act, and as the free and voluntary act of such limited liability companies, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2025.

_____
Notary Public

Commission Expires: _____

Mail tax bills to:
_____
_____
_____

EXHIBIT A TO DEED

Legal Description

EXHIBIT B TO DEED

Permitted Encumbrances

EXHIBIT D

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Assignment**"), is made as of the ____ day of _____, 2025 by and between **VILLAGE OF ROSEMONT,** an Illinois municipal corporation ("**Assignor**") and **BRADFORD ALLEN ROSEMONT, LLC,** an Illinois limited liability company ("**Assignee**").

RECITALS

Assignor, as seller, and Assignee, as buyer, are parties to a Purchase and Sale Agreement, as amended ("**Purchase Agreement**") dated _____, 2025, which provides for the sale of certain real property (the "**Property**") located in the State of Illinois, as legally described on Exhibit A attached hereto; and

The Purchase Agreement provides, inter alia, (i) that Assignor shall assign to Assignee certain leases, commission agreements, service contracts, warranties and guarantees, (ii) that Assignee shall assume all of the obligations of Seller thereunder from and after the date of such assignment, and (iii) that Assignor and Assignee shall execute this Assignment.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. As used herein, the following terms have the following meanings:

a. Accrued Obligations. Monetary obligations or rights to damages which accrued or arose on or prior to the date hereof under any of the Assigned Property, as defined below. Accrued Obligations do not include obligations to pay leasing commissions (i) with respect to new leases made on or after _____, 2025 approved or deemed approved by Buyer pursuant to Section 9.2 of the Purchase Agreement, or (ii) with respect to any lease expansions, renewals, modifications, amendments or extensions which occur on or after _____, 2025 pursuant to leases made before that date which have been approved or deemed approved by Buyer pursuant to Section 9.2 of the Purchase Agreement.

b. Assumed Obligations. Except for Accrued Obligations, all obligations of Seller under the Assigned Property, as defined below.

2. Assignment. Assignor hereby conveys and assigns to Assignee all of its right title and interest in, to and under the following (collectively, the "**Assigned Property**"):

a. those certain tenant space leases set forth on Exhibit B attached hereto;

b. those certain equipment leases set forth on Exhibit C attached hereto, to the extent assignable;

c. those certain commission agreements set forth on Exhibit D attached hereto, to the extent assignable;

d. those certain service and maintenance contracts set forth on Exhibit E attached hereto, to the extent assignable;

e. all permits and licenses held by Assignor pertaining to the Property, to the extent assignable as set forth on Exhibit E;

f. all unexpired warranties, approvals, legal certificates, and authorizations pertaining to the Property, to the extent assignable as set forth on Exhibit E; and

g. all other intangibles pertaining to the Property relating to the use and operation of the Property (exclusive of software programs and licenses), to the extent possible as set forth on Exhibit E.

3. Assumption. Assignee hereby assumes and agrees timely to perform the Assumed Obligations.

4. Accrued Obligations. Assignor agrees to be responsible for and pay all Accrued Obligations.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and the counterparts taken together shall constitute a single agreement.

[signatures on following pages]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

ASSIGNOR:

VILLAGE OF ROSEMONT, an Illinois municipal corporation

By:_____
Name:_____
Its:_____

ASSIGNEE:

BRADFORD ALLEN ROSEMONT, LLC, an Illinois limited liability company

By: BAIHP Management LLC, an Illinois limited liability company, its manager

By:_____
Name: Laurence B. Elbaum, its manager

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Legal Description

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Tenant Space Leases

Shafer Court

Document Inventory List
5/5/2025

		Date
Acrisure LLC		
	Short Form Office Lease	4/5/2021
	Premises Commencement Date Letter	7/7/2021
American College of Prosthodontists		
	Short Form Office Lease	11/1/2023
	Storage Agreement	11/6/2023
	Premises Commencement Date Letter	2/2/2024
ASPE		
	Short Form Office Lease	9/7/2012
	Letter re: Early Termination Fee Calculation	1/11/2013
	First Amendment to Short Form Office Lease	11/29/2018
	Second Amendment to Short Form Office Lease	5/23/2019
	Letter re: Parking Space Cancellation	5/18/2021
	Letter re: Landlord's RFO Notice	8/16/2023
Barsan Global Logistics		
	Premises Commencement Date Letter	11/3/2023
	Certificate of Occupancy and Compliance	11/2/2023
	First Amendment to Short Form Office Lease	7/28/2023
	Short Form Office Lease	6/28/2023
Blue Star Security LLC		
	Office Lease	5/17/2024
	Letter re: Total Construction Excess Costs	9/16/2024
	Certificate of Substantial Completion	12/13/2024
	Premises Commencement Date Letter	12/19/2024

Halsted Street Deli		
	Short Form Lease	6/30/2015
	Letter re: Construction Allowance Reimbursement	10/30/2015
Henneghan Wrecking		
	Short Form Office Lease	12/26/2023
International Housewares		
	Storage Agreement	11/29/1999
	Storage Agreement	12/15/2003
	Office Lease	12/1/2004
	Third Amendment to Lease	10/29/2010
	Subordination, Non-Disturbance and Attornment Agreement	5/16/2012
	Letter rr: Landlord's RFO Notice	11/19/2012
	Letter: re Response to ROFO	11/30/2012
	Fourth Amendment to Lease	9/23/2013
	Storage Agreement	7/23/2014
	Letter re: 6400 Shafer Court Parking Garage Agreement	11/28/2017
	Fifth Amendment to Office Lease	6/30/2019
	First Offer Option Notice re: Suite 600	1/28/2021
	First Offer Option Notice re: Suite 625	1/28/2021
	Second Amendment to Lease	10/10/2027
MDVA Default Group		
	Office Lease	6/17/2024
	Premises Commencement Date Letter	8/7/2024
	Letter re: Merger between MSR Technology Group LLC and RiverPoint Management, LLC	2/23/2024
	Guaranty	7/11/2019
	First Amendment to Short Form Office Lease	2/10/2022
	Short Form Office Lease	7/15/2019

Pinnacle Fit Clubs dba Planet Fitness		
	Guaranty	7/17/2019
	Short Form Lease	7/17/2019
	Commencment Letter	12/3/2019
	Certificate of Occupancy and Compliance	3/23/2020
	Letter re: COVID-19 Rent Relief	4/30/2020
	Leetter re: LLC Name Changes	5/11/2023
Seasons Healthcare dba AccentCare		
	Commencement Date Agreement	10/24/2008
	Office Lease	11/1/2008
	First Amendment to Lease	10/22/2010
	Commencement Date Agreement	7/19/2011
	Second Amendment to Lease	5/13/2013
	Letter re: Letter of Credit Extension	6/20/2013
	Third Amendment to Lease	12/4/2013
	Fourth Amendment to Lease	3/18/2014
	Letter re: Rent Credit Notice	3/21/2014
	Collateral Access Agreement	7/15/2016
	Letter re: Tenant Improvement Allowance Reimbursement	5/17/2017
	Letter re: Tenant Improvement Allowance Acknowledgement	5/31/2017
	Fifth Amendment to Lease	8/6/2020
	Sublease Agreement	8/6/2020
	Additional Premises Commencment Date Letter	12/8/2020
	Letter re: Name Change	12/28/2021
	Letter re: Exercise of Termination Option	10/13/2022
	Sixth Amendment to Lease	1/31/2023
	Seventh Amendment to Lease	10/18/2024
TrueNorth Companies		
	Office Lease	7/12/2018
	First Amendment to Office Lease	10/1/2018
	Commencement Letter	12/27/2018
Wabtec		
	Short Form Office Lease	3/31/2016
	Storage Agreement	11/2/2016
	Letter re: Tenant's Right of First Refusal Notice	6/29/2017

See next page for licenses

Zeller

LICENSE AGREEMENT SUMMARY
Shafer Court

Service/Product	Vendor Name	Frequency of Service	Lease	Building		Term of Agreement (MMDDYYYY-MMDDYYYY)	Cancellation Clause	Date Signed Responsible Contractor Form Received	Contract may be Assigned - Yes/No	Notes
License Agreement	New Cingular Wireless	N/A	Pays $0 $41,375.10 Annually	Shafer Court	N/A	04/5/2013-04/7/2033	60 Day Written Notice	6/22/2022	Yes	
Storage LLLC	Blue Star Security	N/A	$225.00	Shafer Court	N/A	1/01/2025-12/31/2032	30 Day Written Notice	3/1/2025	Yes	
Server Room Access	Comcast	N/A	$0.00	Shafer Court	N/A	2017-2027	Contract is assumed with a Sale, Assignment, or Transfer of the property.	N/A	Yes	

EXHIBIT C
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Equipment Leases

None

EXHIBIT D
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Commission Agreements

EXHIBIT E
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

SERVICE AND MAINTENANCE CONTRACTS

SERVICE CONTRACTS

Zeller

SERVICES CONTRACT SUMMARY
Shafer Court

Service/Product	Vendor Name	Frequency of Service	Cost	Building	Term of Agreement (MMDDYYYY-MMDDYYYY)	Cancellation Clause	Contract may be Assigned - Yes/No	Notes
Engineer Personnel, Non Union	ABM Industry Group	Monday-Friday 7:30 AM-3:30 PM	$9,717.52 Monthly	Shafer Court	01/01/25-12/31/2025	30 Day Written Notice	Yes	Currently there is a part time engineer two days a week in addition to the full time engineer.
Janitorial Night (A)	Bemark Cleaning Service, Inc	Monday-Friday	$24,037.28 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	Vacancy Credit $.1055 PSF
Janitorial- Day (A)	Bemark Cleaning Service, Inc	Monday-Friday	$2,940.81 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	
Janitorial- Fitness Center (A)	Bemark Cleaning Service, Inc.	Monday-Friday	$1,163.82 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	
Janitorial Cell Phone (A)	Bemark Cleaning Service, Inc	Monday-Friday	$20.00 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	
Building Maintenance Software/ Work Order System	Cove	7 Days a Week	$1,794.42 Annual	Shafer Court	01/01/2025-12/31/2027	Assignment with 30 Day Written Notice. Cancellation with 30 days notice prior to each January 1st renewal period.	Yes	
Fire Alarm Monitoring	Norcomm	7 Days Per Week	$210.00 Quarterly	Shafer Court	03/10/2025-03/09/2028	60 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	
Shuttle Service	Mr. Shuttle	Monday-Friday Scheduled Service Hours	$6,508.48 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	Monthly Fuel discount Varies
Elevator Maintenance	Parkway Elevators	Quarterly preventative maintenance	$1,380.00 Monthly	Shafer Court	03/07/2025-03/06/2026	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	
Energy Contract	MC Squared	Daily	$0.06859 KWH Usage plus delivery fee	Shafer Court	01/01/2025-01/31/2026	None	Yes- assignee must meet mc2 standard credit requirements	Delivery is extra, typically varies between $.06-$.08 per KWH (Power distributed by ComEd)
Fitness Center Internet	Comcast	Daily	$369.97 Monthly	Shafer Court	03/18/2024-03/8/2026	Transfer of Ownership at anytime. No cancellation after the first 30 days.	Yes	
Management Office Internet	Comcast	Daily	$150.00 Monthly	Shafer Court	03/18/2024-03/8/2026	Transfer of Ownership at anytime. No cancellation after the first 30 days.	Yes	
Lower Level Conference Room	Comcast	Daily	$170.00 Monthly	Shafer Court	2024-2026 (no specific date indicated in contract)	Transfer of Ownership at anytime. No cancellation after the first 30 days.	Yes	
HVAC/ BAS	Carrier Commercial	Quarterly	$3,895.13 Annual	Shafer Court	06/01/2025-05/31/2026	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	Vendor monitors BAS Equipment and inspects quarterly
After Hours Answering Service	Answer National	7 Days Per Week before and after business hours	$35.00 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day written cancellation notice.	Yes	
Security	AUS	Monday-Friday	$3,058.60 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	Security Office Regular 40 Hours $1,184.80 and Lead Officer Regular $1,873.80

Exterminator	Rentokil-Terminix	Monthly	$116.00 Monthly and $317.10 Annual	Shafer Court	05/08/2025-05/27/2026	60 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	
Trash Pick Up	Groot	Once per week.	$647.00 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day written cancellation notice	Yes	
Interior Landscape	Amlings	Service is provided bi-weekly	$378.45 Monthly	Shafer Court	06/01/2025-05/31/2026	30 Day written cancellation notice.	Yes	
Exterior Landscape Maintenance Turn On Irrigation $300.00 Winterize Irrigation $250	Iconic Snow and Land LLC	Once per week Maintenance Turn On Irrigation in May Winterize Irrigation in October	$410.00 Monthly $300 One Time $250 One Time	Shafer Court	05/01/2025-10/31/2025	30 Day Written Notice. Owner's fee and indemnification obligations shall survive any termination of this Agreement.	Yes	
Metal Maintenance	Allied Universal Janitorial Services	Quarterly Maintenance	$109.00 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	
Internet Management Office	AT&T	Daily	$116.21 Monthly	Shafer Court	MTM pending execution of Zeller form contract	Yes	Yes	
Elevator Phones	AT&T	Daily	$175.00 Month	Shafer Court	MTM pending execution of Zeller form contract	Yes	Yes	
TV Service Lower Level	Hulu	Daily	$100.00 Monthly	Shafer Court	MTM pending execution of Zeller form contract	Yes	Yes	
Copy Machine - Maintenance and Supplies	Konica Minolta	As Needed	$115.29 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	
Tax Appeal - Recovery	Ryan, LLC	Annual	Appeals no attorney 20%, Appeals One Year only Reduction Assessor 8% Litigation Appeal 20%	Shafer Court	02/03/2025 Auto Renew on the Term Date	If contract is not going to be renewed a 30 Day Written Notice must be provided prior to the renewal date	Yes	All fees must be paid for any services provided if contract is not renewed.

Notes
A. Janitorial contract is one document for all three services. night, day, fitness center, staff cell phone

EXHIBIT E

SELLER'S AFFIDAVIT

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a United States real property interest by the VILLAGE OF ROSEMONT, an Illinois municipal corporation ("**Seller**"), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Seller is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations;

3. Seller's U.S. employer tax identification number is _____; and

4. Seller's office address is _____.

Seller understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

The undersigned officer of Seller declares that he has examined this certification and to the best of his knowledge and belief it is true, correct and complete, and he further declares that he has authority to sign this document on behalf of Seller.

Dated: _____, 2025

VILLAGE OF ROSEMONT, an Illinois municipal corporation

By:_____
Name:_____
Its:_____

Sworn to and subscribed before me
this ____ day of _____, 2025.

_____
Notary Public

EXHIBIT F

SERVICE CONTRACTS

Zeller

SERVICES CONTRACT SUMMARY
Shafer Court

Service/Product	Vendor Name	Frequency of Service	Cost	Building	Term of Agreement (MMDDYYYY-MMDDYYYY)	Cancellation Clause	Contract may be Assigned - Yes/No	Notes
Engineer Personnel, Non Union	ABM Industry Group	Monday-Friday 7:30 AM-4:30 PM	$9,717.52 Monthly	Shafer Court	01/01/25-12/31/2025	30 Day Written Notice	Yes	Currently there is a part time engineer two days a week in addition to the full time engineer
Janitorial Night (A)	Bomark Cleaning Service, Inc.	Monday-Friday	$24,037.28 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day Written Notice at any time. Transfer of Ownership or Sale of the Property	Yes	Vacancy Credit $ 1055 PSF
Janitorial- Day (A)	Bomark Cleaning Service, Inc.	Monday-Friday	$2,940.81 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	
Janitorial- Fitness Center (A)	Bomark Cleaning Service, Inc.	Monday-Friday	$1,103.82 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	
Janitorial Cell Phone (A)	Bomark Cleaning Service, Inc.	Monday-Friday	$20.00 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	
Building Maintenance Software/ Work Order System	Cove	7 Days a Week	$1,794.42 Annual	Shafer Court	01/01/2025-12/31/2027	Assignment with 30 Day Written Notice. Cancellation with 30 days notice prior to each January 1st renewal period.	Yes	
Fire Alarm Monitoring	Nordomn	7 Days Per Week	$210.00 Quarterly	Shafer Court	03/10/2025-03/09/2028	60 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	
Shuttle Service	Mr Shuttle	Monday-Friday Scheduled Service Hours	$6,908.48 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	Monthly Fuel discount Varies
Elevator Maintenance	Parkway Elevators	Quarterly preventative maintenance	$1,580.00 Monthly	Shafer Court	03/07/2025-03/06/2026	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	
Energy Contract	MC Squared	Daily	$0.06859 KWH Usage plus delivery fee	Shafer Court	01/01/2025-01/31/2026	None	Yes- assignee must meet mc2 standard credit requirements	Delivery is extra, typically varies between $ 06-$.08 per KWH (Power distributed by ComEd)
Fitness Center Internet	Comcast	Daily	$369.97 Monthly	Shafer Court	03/18/2024-03/8/2026	Transfer of Ownership at anytime. No cancellation after the first 30 days.	Yes	
Management Office Internet	Comcast	Daily	$150.00 Monthly	Shafer Court	03/18/2024-03/8/2026	Transfer of Ownership at anytime. No cancellation after the first 30 days.	Yes	
Lower Level Conference Room	Comcast	Daily	$170.00 Monthly	Shafer Court	2024-2026 (no specific date indicated in contract)	Transfer of Ownership at anytime. No cancellation after the first 30 days.	Yes	
HVAC/ BAS	Carrier Commercial	Quarterly	$3,895.13 Annual	Shafer Court	06/01/2025-05/31/2026	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	Vendor monitors BAS Equipment and inspects quarterly
After Hours Answering Service	Answer National	7 Days Per Week before and after business hours	$15.00 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day written cancellation notice.	Yes	
Security	AUS	Monday-Friday	$3,058.60 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	Security Office Regular 40 Hours $1,184.80 and Lead Officer Regular $1,873.80

Exterminator	Rentokil-Terminix	Monthly	$116.00 Monthly and $317.10 Annual	Shafer Court	05/08/2025-05/27/2026	60 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	
Trash Pick Up	Groot	Once per week	$647.00 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day written cancellation notice.	Yes	
Interior Landscape	Amlings	Service is provided bi-weekly	$378.45 Monthly	Shafer Court	06/01/2025-05/31/2026	30 Day written cancellation notice.	Yes	
Exterior Landscape Maintenance Turn On Irrigation $300.00 Winterize Irrigation $250	Iconic Snow and Land LLC	Once per week Maintenance Turn On Irrigation in May Winterize Irrigation in October	$410.00 Monthly $300 One Time $250 One Time	Shafer Court	05/01/2025-10/31/2025	30 Day Written Notice Owner's fee and indemnification obligations shall survive any termination of this Agreement.	Yes	
Metal Maintenance	Allied Universal Janitorial Services	Quarterly Maintenance	$109.00 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	
Internet Management Office	AT&T	Daily	$116.21 Monthly	Shafer Court	MTM pending execution of Zeller form contract	Yes	Yes	
Elevator Phones	AT&T	Daily	$175.00 Month	Shafer Court	MTM pending execution of Zeller form contract	Yes	Yes	
TV Service Lower Level	Hulu	Daily	$100.00 Monthly	Shafer Court	MTM pending execution of Zeller form contract	Yes	Yes	
Copy Machine - Maintenance and Supplies	Konica Minolta	As Needed	$115.29 Monthly	Shafer Court	MTM pending execution of Zeller form contract	30 Day Written Notice at any time, Transfer of Ownership or Sale of the Property	Yes	
Tax Appeal - Recovery	Ryan, LLC	Annual	Appeals no attorney 20%, Appeals One Year only Reduction Assessor 9%; Litigation Appeal 20%	Shafer Court	02/03/2025 Auto Renew on the Term Date	If contract is not going to be renewed a 30 Day Written Notice must be provided prior to the renewal date	Yes	All fees must be paid for any services provided if contract is not renewed.

Notes
A. Janitorial contract is one document for all three services: night, day, fitness center, staff cell phone

EXHIBIT G

SELLER'S CERTIFICATE
RECERTIFICATION OF REPRESENTATIONS AND WARRANTIES

VILLAGE OF ROSEMONT, an Illinois municipal corporation ("**Seller**") hereby certifies to **BRADFORD ALLEN ROSEMONT, LLC,** an Illinois limited liability company ("**Buyer**") that the representations and warranties set forth in Section 6.1 of that certain Purchase and Sale Agreement between Seller and Buyer dated _____, 2025 ("**Agreement**") are true and correct as of the date hereof.

This Recertification is subject to the terms and conditions of the Purchase Agreement, including without limitation the provisions and limitations of the last three (3) paragraphs of Section 6.1 thereof.

VILLAGE OF ROSEMONT, an Illinois municipal corporation

By:_____
Name:_____
Its:_____

Dated: _____, 2025

EXHIBIT H

BUYER'S CERTIFICATE
RECERTIFICATION OF REPRESENTATIONS AND WARRANTIES

BRADFORD ALLEN ROSEMONT, LLC, an Illinois limited liability company ("Buyer"), hereby certifies to **VILLAGE OF ROSEMONT,** an Illinois municipal corporation ("Seller") that the representations and warranties set forth in Section 6.2 of that certain Purchase and Sale Agreement between Seller and Buyer dated _____, 2025 ("**Purchase Agreement**") are true and correct as of the date hereof.

BRADFORD ALLEN ROSEMONT, LLC, an Illinois limited liability company

By: BAIHP Management LLC, an Illinois limited liability company, its manager

By:_____
Name: Laurence B. Elbaum, its manager

Dated: _____, 2025

EXHIBIT I

NOTICE OF ASSIGNMENT OF LEASE

_____, 2025

[Tenant name and address]

RE: Suite ___, 6400 Shafer Court, Rosemont, Illinois

To Whom this May Concern:

Please be advised that on this date **VILLAGE OF ROSEMONT,** an Illinois municipal corporation ("**Prior Landlord**"), has transferred ownership of the property located at 6400 Shafer Court, Rosemont, Illinois to _____ ("**New Landlord**"). As of the date hereof, Prior Landlord's interest in your lease has been assigned to New Landlord, and New Landlord is now the landlord under your Lease and has assumed the obligations as landlord under your lease.

Please be advised that effective immediately and until further notice, all rent and other payments due pursuant to your occupancy of the premises, whether pursuant to your lease or otherwise, are to be made payable to the name and address as set forth on the attached letter to you from New Landlord. Any future inquiries regarding your lease also should be directed to the names, addresses and phone numbers in such letter.

[signature on following page]

Dated: _____, 2025

Very truly yours,

VILLAGE OF ROSEMONT, an Illinois municipal corporation

By:_____
Name:_____
Its:_____

EXHIBIT J

EQUIPMENT LEASES

None

EXHIBIT K

RENT ROLL

Tenancy Schedule I

Property: 6400 As of Date: 05/01/2025 By Property

Notes: 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments

Property	Unit(s)	Lease	Lease Type	Area	Lease From	Lease To	Term	Tenancy Years	Monthly Rent	Monthly Rent/Area	Annual Rent	Annual Rent/Area	Annual Rec./Area	Annual Misc/Area	Security Deposit Received	LOC Amount/ Bank Guarantee
Shafer Court (6400)	100	TrueNorth Companies, L.C. (10004258)	Office Lease	6,653.00	01/01/2019	07/31/2026	91	6.33	15,800.88	2.38	189,610.50	28.50	2.79	0.00	0.00	0.00

	Spaces	Unit Code	Building	Floor	From	To	Move In	Location	Area	Notes
		100		1	01/01/2019	07/31/2026	01/01/2019		6,653.00	

	Rent Steps	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount
		10	Rent	100	NRA	6,653.00	01/01/2025	12/31/2025	15,800.88	2.37	189,610.50	28.50	0.00	189,610.50
		10	Rent	100	NRA	6,653.00	01/01/2026	07/31/2026	16,078.08	2.41	192,937.00	29.00	0.00	192,937.00

	Charge Schedules	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount
		31	CAM	100	NRA	6,653.00	12/01/2024	07/31/2026	122.49	0.01	1,469.88	0.22	0.00	1,469.88
		32	CAM	100	NRA	6,653.00	12/01/2024	07/31/2026	1,425.08	0.21	17,100.96	2.57	0.00	17,100.96
		10	Rent	100	NRA	6,653.00	01/01/2025	12/31/2025	15,800.88	2.37	189,610.50	28.50	0.00	189,610.50

Property	Unit(s)	Lease	Lease Type	Area	Lease From	Lease To	Term	Tenancy Years	Monthly Rent	Monthly Rent/Area	Annual Rent	Annual Rent/Area	Annual Rec./Area	Annual Misc/Area	Security Deposit Received	LOC Amount/ Bank Guarantee
Shafer Court (6400)	200, LL110	Blue Star Security, LLC (10004264)	Office Lease	8,987.00	12/13/2024	12/31/2032	97	0.42	0.00	0.00	0.00	0.00	0.00	0.30	0.00	0.00

	Spaces	Unit Code	Building	Floor	From	To	Move In	Location	Area	Notes
		200		2	12/13/2024	12/31/2032	12/13/2024		8,807.00	
		LL110		LL	03/01/2025	12/31/2032	03/01/2025		180.00	

	Rent Steps	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount
		10	Rent	200	NRA	8,807.00	12/13/2024	12/31/2025	20,549.67	2.33	246,596.00	28.00	0.00	246,596.00
		10	Rent	200	NRA	8,807.00	01/01/2026	12/31/2026	20,916.63	2.37	250,999.50	28.50	0.00	250,999.50
		10	Rent	200	NRA	8,807.00	01/01/2027	12/31/2027	21,283.58	2.41	255,403.00	29.00	0.00	255,403.00
		10	Rent	200	NRA	8,807.00	01/01/2028	12/31/2028	21,650.54	2.45	259,806.50	29.50	0.00	259,806.50
		10	Rent	200	NRA	8,807.00	01/01/2029	12/31/2029	22,017.50	2.50	264,210.00	30.00	0.00	264,210.00
		10	Rent	200	NRA	8,807.00	01/01/2030	12/31/2030	22,384.46	2.54	268,613.50	30.50	0.00	268,613.50
		10	Rent	200	NRA	8,807.00	01/01/2031	12/31/2031	22,751.42	2.58	273,017.00	31.00	0.00	273,017.00
		10	Rent	200	NRA	8,807.00	01/01/2032	12/31/2032	23,118.38	2.62	277,420.50	31.50	0.00	277,420.50
		70	Rent	200	NRA	8,807.00	12/13/2024	10/31/2025	-20,549.67	-2.33	-246,596.00	-28.00	0.00	-246,596.00

Monday, May 05, 2025 09:12 AM

Tenancy Schedule I

Property: 6400 As of Date: 05/01/2025 By Property

Notes: 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments

Property	Unit(s)	Lease	Lease Type	Area	Lease From	Lease To	Term	Tenancy Years	Monthly Rent	Monthly Rent/Area	Annual Rent	Annual Rent/Area	Annual Rec./Area	Annual Misc/Area	Security Deposit Received	LOC Amount/ Bank Guarantee
	Charge Schedules	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		10	Rent	200	NRA	8,807.00	12/13/2024	12/31/2035	20,549.67	2.33	246,596.00	28.00	0.00	246,596.00		
		70	Rent	200	NRA	8,807.00	12/13/2024	10/31/2025	-20,549.67	2.33	-246,596.00	-28.00	0.00	-246,596.00		
		31	CAM	200	NRA	8,807.00	01/01/2025	12/31/2032	0.00	0.00	0.00	0.00	0.00	0.00		
		32	CAM	200	NRA	8,807.00	01/01/2025	12/31/2032	0.00	0.00	0.00	0.00	0.00	0.00		
		20	Misc	LL110	NRA	100.00	03/01/2025	12/31/2032	225.00	1.25	2,700.00	15.00	0.00	2,700.00		
Shafer Court (6400)	**250, 260**	**Pinnacle Fit Clubs, LLC (6000-4305)**	**Office Lease**	**7,577.00**	**07/17/2019**	**01/31/2026**	**79**	**6.63**	**15,795.42**	**2.08**	**189,425.00**	**25.00**	**2.83**	**0.00**	**0.00**	**0.00**
	Spaces	Unit Code	Building	Floor	From	To	Move In	Location	Area			Notes				
		260		2	07/17/2019	01/31/2026	07/17/2019		3,379.00							
		250		2	07/17/2019	01/31/2026	07/17/2019		4,198.00							
	Rent Steps	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		10	Rent	250	NRA	4,198.00	12/01/2024	11/30/2025	8,745.83	2.08	104,950.00	25.00	0.00	104,950.00		
		10	Rent	260	NRA	3,379.00	02/01/2025	01/31/2026	7,039.58	2.08	84,475.00	25.00	0.00	84,475.00		
		10	Rent	260	NRA	4,198.00	12/01/2025	01/31/2026	8,920.75	2.12	107,049.00	25.50	0.00	107,049.00		
	Charge Schedules	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		10	Rent	250	NRA	4,198.00	12/01/2024	11/30/2025	8,745.83	2.08	104,950.00	25.00	0.00	104,950.00		
		31	CAM	250	NRA	4,198.00	12/01/2024	01/31/2026	77.29	0.02	927.46	0.27	0.00	927.46		
		31	CAM	260	NRA	4,198.00	12/01/2024	01/31/2026	85.58	0.02	1,027.06	0.24	0.00	1,027.06		
		32	CAM	250	NRA	3,379.00	12/01/2024	01/31/2026	733.79	0.21	8,805.48	2.57	0.00	8,805.48		
		32	CAM	260	NRA	4,198.00	12/01/2024	01/31/2026	899.22	0.21	10,790.64	2.57	0.00	10,790.64		
		10	Rent	260	NRA	3,379.00	02/01/2025	01/31/2026	7,039.58	2.08	84,475.00	25.00	0.00	84,475.00		
Shafer Court (6400)	**275**	**MSR Technology Group (6000-4280)**	**Office Lease**	**2,314.00**	**09/01/2019**	**02/28/2026**	**78**	**6.67**	**6,074.25**	**2.62**	**72,891.00**	**31.50**	**0.53**	**0.00**	**0.00**	**0.00**
	Spaces	Unit Code	Building	Floor	From	To	Move In	Location	Area			Notes				
		275		2	09/01/2019	02/28/2026	09/01/2029		2,314.00							
	Rent Steps	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		

Tenancy Schedule I

Property: 6400 As of Date: 05/01/2025 By Property

Notes: 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments

Property	Unit(s)	Lease	Lease Type	Area	Lease From	Lease To	Term	Tenancy Years	Monthly Rent	Monthly Rent/Area	Annual Rent	Annual Rent/Area	Annual Rec./Area	Annual Misc/Area	Security Deposit Received	LOC Amount/ Bank Guarantee
		10	Rent	275	NRA	2,314.00	12/01/2024	11/30/2025	6,074.25	2.62	72,891.00	31.50	0.00	72,891.00		
		10	Rent	275	NRA	2,314.00	12/01/2025	02/28/2026	6,170.67	2.66	74,048.00	32.00	0.00	74,048.00		
	Charge Schedules	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		10	Rent	275	NRA	2,314.00	12/01/2024	11/30/2025	6,074.25	2.62	72,891.00	31.50	0.00	72,891.00		
		32	CAM	275	NRA	2,314.00	12/01/2024	02/28/2026	102.15	0.04	1,225.80	0.53	0.00	1,225.80		
Shafer Court (6400)	**300**	**Seasons Healthcare Management, LLC (6000-4259)**	**Office Lease**	**12,909.00**	**12/06/2020**	**12/31/2033**	**157**	**4.42**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.14**	**0.00**	**0.00**
	Spaces	Unit Code	Building	Floor	From	To	Move In	Location	Area			Notes				
		300		3	12/06/2020	12/31/2033	12/06/2020		12,909.00							
	Rent Steps	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		10	Rent	300	NRA	12,909.00	12/01/2024	11/30/2025	30,121.00	2.33	361,452.00	28.00	0.00	361,452.00		
		10	Rent	300	NRA	12,909.00	12/01/2025	11/30/2026	30,958.08	2.37	367,906.50	28.50	0.00	367,906.50		
		10	Rent	300	NRA	12,909.00	12/01/2026	11/30/2027	31,196.75	2.41	374,361.00	29.00	0.00	374,361.00		
		10	Rent	300	NRA	12,909.00	12/01/2027	11/30/2028	31,734.63	2.45	380,815.50	29.50	0.00	380,815.50		
		10	Rent	300	NRA	12,909.00	12/01/2028	11/30/2029	32,272.50	2.50	387,270.00	30.00	0.00	387,270.00		
		10	Rent	300	NRA	12,909.00	12/01/2029	11/30/2030	32,810.38	2.54	393,724.50	30.50	0.00	393,724.50		
		10	Rent	300	NRA	12,909.00	12/01/2030	11/30/2031	33,348.25	2.58	400,179.00	31.00	0.00	400,179.00		
		10	Rent	300	NRA	12,909.00	12/01/2031	11/30/2032	33,886.13	2.62	406,633.50	31.50	0.00	406,633.50		
		10	Rent	300	NRA	12,909.00	12/01/2032	11/30/2033	34,424.00	2.66	413,088.00	32.00	0.00	413,088.00		
		10	Rent	300	NRA	12,909.00	12/01/2033	12/31/2033	34,961.88	2.70	419,542.58	32.50	0.00	419,542.58		
		70	Rent	300	NRA	12,909.00	12/01/2024	11/30/2025	-30,121.00	-2.33	-361,452.00	-28.00	0.00	-361,452.00		
	Charge Schedules	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		10	Rent	300	NRA	12,909.00	12/01/2024	11/30/2025	30,121.00	2.33	361,452.00	28.00	0.00	361,452.00		
		15	Misc	300	NRA	12,909.00	12/01/2024	12/31/2033	150.00	0.01	1,800.00	0.13	0.00	1,800.00		
		70	Rent	300	NRA	12,909.00	12/01/2024	11/30/2025	-30,121.00	-2.33	-361,452.00	-28.00	0.00	-361,452.00		
Shafer Court (6400)	**325**	**MOVA Default Group, LLC (6000-4263)**	**Office Lease**	**3,183.00**	**08/07/2024**	**12/31/2027**	**41**	**0.75**	**7,962.25**	**2.42**	**92,307.00**	**29.00**	**0.00**	**0.58**	**0.00**	**0.00**

Tenancy Schedule I

Property: 6400 As of Date: 05/01/2025 By Property

Notes: 1 = Future Active lease / Future Active Amendment 2 = Pending Amendments 3 = Past / Superseded Amendments

Property	Units	Lease	Lease Type	Area	Lease From	Lease To	Term	Tenancy Years	Monthly Rent	Monthly Rent/Area	Annual Rent	Annual Rent/Area	Annual Rec./Area	Annual Misc/Area	Security Deposit Received	LOC Amount/ Bank Guarantee
	Spaces	Unit Code	Building	Floor	From	To	Move In	Location	Area			Notes				
		325		3	06/07/2024	12/31/2027	06/07/2024		3,163.00							
	Rent Steps	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		10	Rent	325	NRA	3,163.00	12/01/2024	09/31/2025	7,590.35	2.41	90,307.00	29.00	0.00	90,307.00		
		10	Rent	325	NRA	3,163.00	09/01/2025	09/31/2026	7,924.06	2.45	93,888.50	29.50	0.00	93,888.50		
		10	Rent	325	NRA	3,163.00	09/01/2026	09/31/2027	7,957.50	2.50	95,490.00	30.00	0.00	95,490.00		
		10	Rent	325	NRA	3,163.00	09/01/2027	12/31/2027	8,090.13	2.54	97,081.50	30.50	0.00	97,081.50		
	Charge Schedules	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		10	Rent	325	NRA	3,163.00	12/01/2024	09/31/2025	7,590.35	2.41	90,307.00	29.00	0.00	90,307.00		
		16	Misc	325	NRA	3,163.00	12/01/2024	12/31/2027	100.00	0.03	1,200.00	0.37	0.00	1,200.00		
		31	CAM	325	NRA	3,163.00	01/01/2025	12/31/2027	0.00	0.00	0.00	0.00	0.00	0.00		
		32	CAM	325	NRA	3,163.00	01/01/2025	12/31/2027	0.00	0.00	0.00	0.00	0.00	0.00		
Shafer Court (6400)	350	American Society of Plumbing Engineers (6004207)	Office Lease	7,076.00	12/01/2012	11/30/2029	204	12.42	16,195.21	2.29	194,342.52	27.47	3.79	0.00	0.00	0.00
	Spaces	Unit Code	Building	Floor	From	To	Move In	Location	Area			Notes				
		350		3	12/01/2012	11/30/2029	12/01/2012		7,076.00							
	Rent Steps	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		10	Rent	350	NRA	7,076.00	12/01/2024	11/09/2025	16,195.21	2.29	194,342.52	27.46	0.00	194,342.52		
		10	Rent	350	NRA	7,076.00	12/01/2025	11/09/2026	16,469.67	2.33	197,576.04	27.90	0.00	197,576.04		
		10	Rent	350	NRA	7,076.00	12/01/2026	11/09/2027	16,754.13	2.37	201,409.56	28.46	0.00	201,409.56		
		10	Rent	350	NRA	7,076.00	12/01/2027	11/09/2028	17,078.58	2.41	204,942.96	28.96	0.00	204,942.96		
		10	Rent	350	NRA	7,076.00	12/01/2028	11/09/2029	17,373.04	2.45	208,476.48	29.46	0.00	208,476.48		
	Charge Schedules	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		10	Rent	350	NRA	7,076.00	12/01/2024	11/09/2025	16,195.21	2.29	194,342.52	27.46	0.00	194,342.52		
		31	CAM	350	NRA	7,076.00	12/01/2024	11/09/2029	130.26	0.01	1,563.36	0.22	0.00	1,563.36		
		32	CAM	350	NRA	7,076.00	12/01/2024	11/09/2029	1,515.09	0.21	18,180.28	2.57	0.00	18,180.28		

Tenancy Schedule I

Property: 6400 As of Date: 05/01/2025 By Property

Notes: 1 = Future Active lease / Future Active Amendment 2 = Pending Amendments 3 = Past / Superseded Amendments

Property	Units	Lease	Lease Type	Area	Lease From	Lease To	Term	Tenancy Years	Monthly Rent	Monthly Rent/Area	Annual Rent	Annual Rent/Area	Annual Rec./Area	Annual Misc/Area	Security Deposit Received	LOC Amount/ Bank Guarantee
Shafer Court (6400)	450, LL010	Westinghouse Air Brake Technologies Corporation (6004205)	Office Lease	9,826.00	10/01/2016	09/30/2026	120	9.58	21,146.67	2.15	253,760.04	25.82	3.70	0.00	0.00	0.00
	Spaces	Unit Code	Building	Floor	From	To	Move In	Location	Area			Notes				
		450		4	10/01/2016	09/30/2026	10/01/2016		9,760.00							
		LL010		LL	10/01/2016	09/30/2026	10/01/2016		66.00							
	Rent Steps	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		10	Rent	450	NRA	9,760.00	12/01/2024	09/30/2025	21,146.67	2.19	253,760.04	26.00	0.00	253,760.04		
		10	Rent	450	NRA	9,760.00	10/01/2025	09/30/2026	21,553.33	2.20	258,639.96	26.50	0.00	258,639.96		
	Charge Schedules	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		10	Rent	450	NRA	9,760.00	12/01/2024	09/30/2025	21,146.67	2.19	253,760.04	26.00	0.00	253,760.04		
		20	Misc	LL010	NRA	66.00	12/01/2024	09/30/2026	66.00	1.00	816.00	12.00	0.00	816.00		
		31	CAM	450	NRA	9,760.00	12/01/2024	09/30/2026	373.11	0.03	4,477.32	0.45	0.00	4,477.32		
		32	CAM	450, LL010	NRA	9,826.00	12/01/2024	09/30/2026	2,957.65	0.27	31,091.60	3.24	0.00	31,091.60		
Shafer Court (6400)	475	Barsen Global Logistics, Inc. (6004201)	Office Lease	2,561.00	11/01/2023	03/31/2029	65	1.50	6,402.50	2.50	76,830.00	30.00	0.00	0.00	0.00	0.00
	Spaces	Unit Code	Building	Floor	From	To	Move In	Location	Area			Notes				
		475		4	11/01/2023	03/31/2029	11/01/2023		2,561.00							
	Rent Steps	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		10	Rent	475	NRA	2,561.00	12/01/2024	10/31/2025	6,402.50	2.50	76,830.00	30.00	0.00	76,830.00		
		10	Rent	475	NRA	2,561.00	11/01/2025	10/31/2026	6,506.21	2.54	78,110.50	30.50	0.00	78,110.50		
		10	Rent	475	NRA	2,561.00	11/01/2026	10/31/2027	6,615.92	2.58	79,391.00	31.00	0.00	79,391.00		
		10	Rent	475	NRA	2,561.00	11/01/2027	10/31/2028	6,722.58	2.62	80,671.00	31.50	0.00	80,671.00		
		10	Rent	475	NRA	2,561.00	11/01/2028	03/31/2029	6,829.33	2.66	81,952.00	32.00	0.00	81,952.00		
	Charge Schedules	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		10	Rent	475	NRA	2,561.00	12/01/2024	10/31/2025	6,402.50	2.50	76,830.00	30.00	0.00	76,830.00		
		31	CAM	475	NRA	2,561.00	12/01/2024	03/31/2029	0.00	0.00	0.00	0.00	0.00	0.00		

Tenancy Schedule I

Property: 9400 As of Date: 05/01/2025 By Property

Notes: 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments

Property	Unit(s)	Lease	Lease Type	Area	Lease From	Lease To	Term	Tenancy Years	Monthly Rent	Monthly Rent/Area	Annual Rent	Annual Rent/Area	Annual Rec./Area	Annual Misc/Area	Security Deposit Received	LOC Amount/ Bank Guarantee
		32	CAM	675	NRA	2,561.00	12/01/2024	05/31/2029	0.00	0.00	0.00	0.00	0.00	0.00		
Shafer Court (9400)	**600**	**Agilysys, LLC (9000-4264)**	**Office Lease**	**6,234.00**	**07/01/2021**	**01/31/2029**	**91**	**3.83**	**15,325.25**	**2.46**	**183,903.00**	**29.50**	**0.00**	**0.00**	**0.00**	**0.00**

	Spaces	Unit Code	Building	Floor	From	To	Move In	Location	Area	Notes
		600		6	07/01/2021	01/31/2029	07/01/2021		6,234.00	

	Rent Steps	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount
		10	Rent	600	NRA	6,234.00	12/01/2024	06/30/2025	15,325.25	2.46	183,903.00	29.50	0.00	183,903.00
		10	Rent	600	NRA	6,234.00	07/01/2025	06/30/2026	15,595.00	2.50	187,020.00	30.00	0.00	187,020.00
		10	Rent	600	NRA	6,234.00	07/01/2026	06/30/2027	15,944.75	2.54	190,137.00	30.50	0.00	190,137.00
		10	Rent	600	NRA	6,234.00	07/01/2027	06/30/2028	16,104.50	2.58	193,254.00	31.00	0.00	193,254.00
		10	Rent	600	NRA	6,234.00	07/01/2028	01/31/2029	16,364.25	2.62	196,371.00	31.50	0.00	196,371.00

	Charge Schedules	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount
		10	Rent	600	NRA	6,234.00	12/01/2024	06/30/2025	15,325.25	2.46	183,903.00	29.50	0.00	183,903.00
		31	CAM	600	NRA	6,234.00	12/01/2024	01/31/2029	0.83	0.00	9.96	0.00	0.00	9.96
		32	CAM	600	NRA	6,234.00	12/01/2024	01/31/2029	296.09	0.04	3,554.28	0.57	0.00	3,554.28
Shafer Court (9400)	**610**	**Heneghan Wrecking Company, Inc. (9000-4268)**	**Office Lease**	**2,361.00**	**04/24/2024**	**07/31/2027**	**40**	**1.08**	**5,907.38**	**2.38**	**67,266.50**	**28.50**	**0.00**	**0.51**	**0.00**	**0.00**

	Spaces	Unit Code	Building	Floor	From	To	Move In	Location	Area	Notes
		610		6	04/24/2024	07/31/2027	04/24/2024		2,361.00	

	Rent Steps	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount
		10	Rent	610	NRA	2,361.00	05/01/2025	04/30/2026	5,907.38	2.37	67,266.50	28.50	0.00	67,266.50
		10	Rent	610	NRA	2,361.00	05/01/2026	04/30/2027	5,705.75	2.41	68,469.00	29.00	0.00	68,469.00
		10	Rent	610	NRA	2,361.00	05/01/2027	07/31/2027	5,304.13	2.45	68,649.50	29.50	0.00	68,649.50

	Charge Schedules	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount
		16	Misc	610	NRA	2,361.00	12/01/2024	07/31/2027	100.00	0.04	1,200.00	0.50	0.00	1,200.00
		31	CAM	610	NRA	2,361.00	01/01/2025	07/31/2027	0.00	0.00	0.00	0.00	0.00	0.00

Tenancy Schedule I

Property: 9400 As of Date: 05/01/2025 By Property

Notes: 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments

Property	Unit(s)	Lease	Lease Type	Area	Lease From	Lease To	Term	Tenancy Years	Monthly Rent	Monthly Rent/Area	Annual Rent	Annual Rent/Area	Annual Rec./Area	Annual Misc/Area	Security Deposit Received	LOC Amount/ Bank Guarantee
		32	CAM	610	NRA	2,361.00	01/01/2025	07/31/2027	0.00	0.00	0.00	0.00	0.00	0.00		
		10	Rent	610	NRA	2,361.00	05/01/2025	04/30/2026	5,907.38	2.37	67,266.50	28.50	0.00	67,266.50		
Shafer Court (9400)	**625, LL120**	**The American College of Prosthodontists (9000-4258)**	**Office Lease**	**2,815.00**	**02/01/2024**	**06/30/2029**	**65**	**1.25**	**6,116.00**	**2.17**	**73,416.00**	**26.08**	**0.00**	**2.13**	**0.00**	**0.00**

	Spaces	Unit Code	Building	Floor	From	To	Move In	Location	Area	Notes
		625		6	02/01/2024	06/30/2029	02/01/2024		2,576.00	
		LL120		LL	02/01/2024	06/30/2029	02/01/2024		239.00	

	Rent Steps	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount
		10	Rent	625	NRA	2,576.00	02/01/2025	01/31/2026	6,116.00	2.37	73,416.00	28.50	0.00	73,416.00
		10	Rent	625	NRA	2,576.00	02/01/2026	01/31/2027	6,225.33	2.41	74,704.00	29.00	0.00	74,704.00
		10	Rent	625	NRA	2,576.00	02/01/2027	01/31/2028	6,332.67	2.45	75,992.00	29.50	0.00	75,992.00
		10	Rent	625	NRA	2,576.00	02/01/2028	01/31/2029	6,440.00	2.50	77,280.00	30.00	0.00	77,280.00
		10	Rent	625	NRA	2,576.00	02/01/2029	06/30/2029	6,547.33	2.54	78,568.00	30.50	0.00	78,568.00

	Charge Schedules	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount
		16	Misc	625	NRA	2,576.00	12/01/2024	06/30/2029	200.00	0.07	2,400.00	0.93	0.00	2,400.00
		20	Misc	LL120	NRA	239.00	12/01/2024	06/30/2029	296.75	1.25	3,585.00	15.00	0.00	3,585.00
		31	CAM	625	NRA	2,576.00	12/01/2024	06/30/2029	0.00	0.00	0.00	0.00	0.00	0.00
		32	CAM	625	NRA	2,576.00	12/01/2024	06/30/2029	0.00	0.00	0.00	0.00	0.00	0.00
		10	Rent	625	NRA	2,576.00	02/01/2025	01/31/2026	6,116.00	2.37	73,416.00	28.50	0.00	73,416.00
Shafer Court (9400)	**650, 670, 680, LL100, LL140, LL150, LL05**	**National Housewares Manufacturers Association (9000-4265)**	**Office Lease**	**18,871.00**	**12/01/2004**	**12/31/2033**	**349**	**20.42**	**19,808.08**	**1.18**	**235,297.00**	**14.11**	**13.25**	**1.74**	**0.00**	**0.00**

	Spaces	Unit Code	Building	Floor	From	To	Move In	Location	Area	Notes
		650		6	12/01/2004	12/31/2033	12/01/2004		10,345.00	
		670		6	12/01/2004	12/31/2033	12/01/2004		1,704.00	
		680		6	12/01/2004	12/31/2033	12/01/2004		1,992.00	
		LL100		LL	06/30/2019	12/31/2033	06/30/2019		705.00	
		LL140		LL	06/30/2019	12/31/2033	06/30/2019		902.00	
		LL150		LL	06/30/2019	12/31/2033	06/30/2019		596.00	
		LL05		LL	06/30/2019	12/31/2033	06/30/2019		825.00	

Tenancy Schedule I

Property: 6400 As of Date: 05/01/2025 By Property

Notes: 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments

Property	Unit(s)	Lease	Lease Type	Area	Lease From	Lease To	Term	Tenancy Years	Monthly Rent	Monthly Rent/Area	Annual Rent	Annual Rent/Area	Annual Rec./Area	Annual Misc/Area	Security Deposit Received	LOC Amount/ Bank Guarantee
	Rent Steps	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		10	Rent	650, 670, 690	NRA	13,841.00	01/01/2025	12/31/2025	19,806.06	1.41	235,267.00	17.00	0.00	235,267.00		
		10	Rent	650, 670, 690	NRA	13,841.00	01/01/2026	12/31/2026	20,104.79	1.45	243,217.50	17.50	0.00	243,217.50		
		10	Rent	650, 670, 690	NRA	13,841.00	01/01/2027	12/31/2027	20,701.50	1.50	248,130.00	18.00	0.00	248,130.00		
		10	Rent	650, 670, 690	NRA	13,841.00	01/01/2028	12/31/2028	21,356.21	1.54	256,058.50	18.50	0.00	256,058.50		
		10	Rent	650, 670, 690	NRA	13,841.00	01/01/2029	12/31/2029	21,814.92	1.58	262,979.00	19.00	0.00	262,979.00		
		10	Rent	650, 670, 690	NRA	13,841.00	01/01/2030	12/31/2030	22,491.63	1.62	269,899.50	19.50	0.00	269,899.50		
		10	Rent	650, 670, 690	NRA	13,841.00	01/01/2031	12/31/2031	23,066.33	1.66	276,820.00	20.00	0.00	276,820.00		
		10	Rent	650, 670, 690	NRA	13,841.00	01/01/2032	12/31/2032	23,845.04	1.75	283,740.50	20.50	0.00	283,740.50		
		10	Rent	650, 670, 690	NRA	13,841.00	01/01/2033	12/31/2033	24,221.75	1.75	290,661.00	21.00	0.00	290,661.00		
	Charge Schedules	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		15	Misc	650, 670, 690	NRA	13,841.00	12/01/2024	12/31/2033	65.00	0.00	780.00	0.05	0.00	780.00		
		20	Misc	LL100, LL150, LL250, LL25	NRA	2,330.00	12/01/2024	12/31/2033	2,358.33	0.83	28,300.00	10.00	0.00	28,300.00		
		31	CAM	650, 670, 690	NRA	13,841.00	12/01/2024	12/31/2033	9,916.44	0.71	118,997.28	8.59	0.00	118,997.28		
		32	CAM	650, 670, 690	NRA	13,841.00	12/01/2024	12/31/2033	8,493.05	0.61	101,916.60	7.36	0.00	101,916.60		
		10	Rent	650, 670, 690	NRA	13,841.00	01/01/2025	12/31/2025	19,806.06	1.41	235,267.00	17.00	0.00	235,267.00		
Shafer Court (6400)	LL2	6400 Shafer HSO, LLC (6004267)	Retail Lease	2,475.00	09/01/2015	04/31/2025	120	9.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Spaces	Unit Code	Building	Floor	From	To	Move In	Location	Area	Notes						
		LL2		LL2	09/01/2015	04/31/2025	09/01/2015		2,475.00							
Shafer Court (6400)	ROOF	New Cingular Wireless PCS, LLC (6004262)	License Agreement	0.00	04/08/2013	04/07/2033	240	12.08	3,447.93	0.00	41,375.10	0.00	0.00	0.00	0.00	0.00

Monday, May 05, 2025
09:12 AM

Tenancy Schedule I

Property: 6400 As of Date: 05/01/2025 By Property

Notes: 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments

Property	Unit(s)	Lease	Lease Type	Area	Lease From	Lease To	Term	Tenancy Years	Monthly Rent	Monthly Rent/Area	Annual Rent	Annual Rent/Area	Annual Rec./Area	Annual Misc/Area	Security Deposit Received	LOC Amount/ Bank Guarantee
	Spaces	Unit Code	Building	Floor	From	To	Move In	Location	Area	Notes						
		ROOF		LL	04/08/2013	04/07/2033	04/08/2013		0.00							
	Rent Steps	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		10	Rent	ROOF	NRA	0.00	12/01/2024	06/30/2025	3,447.93	0.00	41,375.10	0.00	0.00	41,375.10		
		10	Rent	ROOF	NRA	0.00	07/01/2025	06/30/2026	3,551.36	0.00	42,616.35	0.00	0.00	42,616.35		
		10	Rent	ROOF	NRA	0.00	07/01/2026	06/30/2027	3,657.90	0.00	43,894.84	0.00	0.00	43,894.84		
		10	Rent	ROOF	NRA	0.00	07/01/2027	06/30/2028	3,767.64	0.00	45,211.69	0.00	0.00	45,211.69		
		10	Rent	ROOF	NRA	0.00	07/01/2028	06/30/2029	3,880.67	0.00	46,568.04	0.00	0.00	46,568.04		
		10	Rent	ROOF	NRA	0.00	07/01/2029	06/30/2030	3,997.09	0.00	47,965.06	0.00	0.00	47,965.06		
		10	Rent	ROOF	NRA	0.00	07/01/2030	06/30/2031	4,117.00	0.00	49,404.03	0.00	0.00	49,404.03		
		10	Rent	ROOF	NRA	0.00	07/01/2031	06/30/2032	4,240.51	0.00	50,886.15	0.00	0.00	50,886.15		
		10	Rent	ROOF	NRA	0.00	07/01/2032	04/07/2033	4,367.73	0.00	52,412.74	0.00	0.00	52,412.74		
	Charge Schedules	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		10	Rent	ROOF	NRA	0.00	12/01/2024	06/30/2025	3,447.93	0.00	41,375.10	0.00	0.00	41,375.10		
Shafer Court (6400)	125	VACANT		3,674.00												
Shafer Court (6400)	150	VACANT		3,528.00												
Shafer Court (6400)	175	VACANT		6,510.00												
Shafer Court (6400)	225	VACANT		3,605.00												
Shafer Court (6400)	310	VACANT		1,758.00												
Shafer Court (6400)	400	VACANT		12,464.00												
Shafer Court (6400)	500	VACANT		24,805.00												
Shafer Court (6400)	700	VACANT		24,806.00												
Shafer Court (6400)	800	VACANT		262.00												
Shafer Court (6400)	810	VACANT		413.00												

Monday, May 05, 2025
09:12 AM

Tenancy Schedule I

Property: 9400 As of Date: 05/01/2025 By Property

Notes: 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments

Property	Unites	Lease	Lease Type	Area	Lease From	Lease To	Term	Tenancy Years	Monthly Rent	Monthly Rent/Area	Annual Rent	Annual Rent/Area	Annual Rec./Area	Annual Misc/Area	Security Deposit Received	LOC Amount/ Bank Guarantee
Shafer Court (9400)	853	VACANT		2,899.00												
Shafer Court (9400)	LL130	VACANT		350.00												
Shafer Court (9400)	LLB	VACANT		1,500.00												
Shafer Court (9400)	LLC3	VACANT		399.00												
Shafer Court (9400)	LLC4	VACANT		409.00												

Occupancy Summary	Area	Percentage
Occupied Area	91,644.00	51.07
Vacant Area	87,796.00	48.93
Total	179,440.00	100.00

Summary of Lease Types	# of Leases	Total Area
License Agreement	1	0.00
Office Lease	13	88,169.00
Retail Lease	1	3,475.00
VACANT		87,796.00

Summary by Charge Code	Monthly Amount
Base Rent (10)	159,374.46
Parking Rent (15)	915.00
Storage Rent (20)	2,902.08
Operating Expense - CY Installment (31)	10,706.00
Real Estate Tax- CY Installment (32)	16,115.33
Rent Abatement - Base Rent (70)	-50,970.67

Occupancy Summary	Area	Percentage
Total Occupied Area	91,644.00	51.07
Total Vacant Area	87,796.00	48.93
Grand Total	179,440.00	100.00

Monday, May 05, 2025
09:13 AM

EXHIBIT L

Intentionally omitted.

EXHIBIT M

NOTICE OF ASSIGNMENT OF SERVICE CONTRACT

_____, 2025

[insert name
and address of contract vendor]

RE: **6400 Shafer Court, Rosemont, Illinois**

To Whom this May Concern:

Please be advised that on this **VILLAGE OF ROSEMONT** ("**Prior Owner**"), has transferred ownership of the property located at 6400 Shafer Court, Rosemont, Illinois to **BRADFORD ALLEN ROSEMONT, LLC**, an Illinois limited liability company (collectively "**New Owner**"). You must look to the New Owner, and not to the Prior Owner, for all payments and other expenses, if any, due under your contract for services provided after the date hereof. All correspondence should be directed to the New Owner at the following address: _____.

New Owner assumes and promises to pay and perform all obligations under the service contract which accrue from and after the date hereof. New Owner does not assume any obligations of the Prior Owner to the service contractor which were incurred prior to the date hereof.

Dated: _____, 2025

Very truly yours,

VILLAGE OF ROSEMONT, an Illinois municipal corporation

By:_____
Name:_____
Its:_____

EXHIBIT N

PROTECTED LEASE DEAL SCHEDULE

[see attached]

Shafer Court
Zeller, JLL & Newmark - Registered Prospects
May 6, 2025

Type	Tenant	Current Location	Suite	SF	Broker	Comments
Renewal & Downsize	American Society of Plumbing Engineers (ASPE)	6400 Shafer	Suite 350	7,076	Gregg Witt (Cresa)	05.04.25: Favorable Tenant response. They have requested meeting with building's planner to make minor modifications to renewal premises. 04.04.25: Landlord proposal sent to tenant in response to RFP.
New	DNA Sales	2400 E Devon	Suite 700 Suite 500 Suite 400	12,000	Joe Sauer (Abbell Associates)	05.05.25: Team Shafer toured tenant's current space at O'Hare Lakes. Planning process is being kicked off shortly. 04.24.25: Tenant toured Shafer for the 2nd time. Tenant likely focused on the 5th floor.
New	Fortitude Systems	9450 W Bryn Mawr	Suite 150	5,206	Michael Madden (C&W)	05.05.25: Tenant's broker awaiting client feedback. We will likely be short listed for RFP, 3-5 year term. 04.17.25: Initial Tenant tour.
New	Jetmar	3859 W Howard St	Suite 150	3,526	Michael Madden (C&W)	04.16.25: Suite 150 is too small - working on redirecting elsewhere in Shafer 04.08.25: Revised LL proposal sent to Tenant for 7 yr term. 03.27.25: Tenant counter offer received. 03.11.25: Initial Landlord proposal sent to broker.
Renewal	MGR Tech	6400 Shafer	Suite 225	2,314	Direct deal	05.5.25: Landlord proposal sent to tenant for 1 & 3-year extension term.
Renewal	Pinnacle Fit Clubs	6400 Shafer	Suite 250 & Suite 280	7,577	Robert Melsher (Metro Commercial)	05.01.25: Tenant counter is expected in the next week or two. 02.18.25: Landlord Proposal sent to Tenant.
New	Publications International	8140 Lehigh Ave	Suite 700 Suite 500 Suite 400	18,000	Jim Ward (C&W)	4.08.25: Broker anticipates receiving approvals to send an RFP for a portion of the 7th floor. 3.28.25: Initial tenant tour.
New	Tricoci	6625 N Avondale Ave	Suite 100	12,000	Rick Morris (Cresa)	04.18.25: Initial tenant tour. This is an office use for Tricoci, a salon and spa operator.
Renewal	True North Companies	6400 Shafer	Suite 100	6,650	Joel Berger (Bradford Allen)	04.08.25: Broker said he will be reaching shortly once he receives direction form client. 03.14.25: Tenant is happy with their space. Tenant will be ready shortly to engage in renewal discussions.
Renewal	Westinghouse - Wabtec Corporation	6400 Shafer	Suite 450	9,750	Mike Trump (JLL)	05.09.25: Per broker, Tenant counter is expected shortly. 04.23.25: Initial Landlord proposal sent to tenant.

EXHIBIT O

ESTOPPEL CERTIFICATE

EXHIBIT P

SECURITY DEPOSITS

Security Deposits

Property: 6400 From Date: 04/01/2025 By Property

Property	Unit(s)	Lease	Security Deposit	
6400 - Shafer Court,Rosemont				
Current Leases				
6400	100	TrueNorth Companies, L.C.	13,640.39	
6400	200, LL110	Blue Star Security, LLC	41,099.34	
6400	250, 280	Pinnacle Fit Clubs, LLC	0.00	Deposit refunded in full per the lease
6400	275	MSR Technology Group	5,110.08	
6400	300	Seasons Healthcare Management, LLC	0.00	
6400	325	MDVA Default Group, LLC	15,384.50	
6400	350	American Society of Plumbing Engineers	23,586.66	
6400	450, LL810	Westinghouse Air Brake Technologies Corporation	0.00	
6400	475	Barsan Global Logistics, Inc.	20,000.00	
6400	600	Acrisure, LLC	0.00	
6400	610	Heneghan Wrecking Company, Inc.	22,026.00	
6400	625, LL120	The American College of Prosthodontists	12,021.34	
6400	650, 670, 680, LL100, LL140, LL150, LLC5	National Housewares Manufacturers Association	0.00	$43,540.25 noted in second amendment, refunded per third amendment
6400	LL2	6400 Shafer HSO, LLC	0.00	
6400	ROOF	New Cingular Wireless PCS, LLC	10,000.00	
Total Current			**162,878.31**	

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
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630.393.1483
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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