

REDEVELOPMENT AND FINANCING AGREEMENT

("Downtown Retail Center")

This Redevelopment and Financing Agreement (the "Agreement") is dated as of this 4th day of May, 2022, by and between the **Village of Romeoville**, an Illinois home rule municipal corporation (the "Village") and Sammy S. LLC (**hereinafter referred to as the "Developer"**).

W I T N E S S E T H:

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes; and

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, acting pursuant to the Act and after giving all notices required by law and after conducting all public hearings and meetings required by law, the Village created a Redevelopment Project Area commonly known as a "TIF District" (the "**Redevelopment Project Area**") by ordinances (i) approving a Redevelopment Plan and Project (the "**Redevelopment Plan**"), (ii) designating a Redevelopment Project Area and (iii) adopting Tax Increment Financing; and

WHEREAS, the TIF District is commonly known as the "**Downtown TIF**"; and

WHEREAS, as authorized by Public Act 101-0274, the term of the Downtown TIF has been extended for a period of twelve (12) years until January 10, 2040. The Village has

amended the Redevelopment Plan and adopted the ordinances required to implement such extension, to amend the TIF Budget and address other matters; and

WHEREAS, the hereinafter defined Redevelopment Property consists of land located in Romeoville, Illinois, described on Exhibit A which is attached hereto and made a part hereof (the “Subject Property” or “Redevelopment Property”); and

WHEREAS, the Developer is the owner of the Redevelopment Property; and

WHEREAS, the Redevelopment Property is situated within Downtown TIF; and

WHEREAS, the Developer proposes to finance and incur the costs of certain site preparation, public improvements and other “Redevelopment Project Costs” as hereinafter defined within the Subject Property which will serve a public purpose by reducing or eliminating conditions that qualify the Redevelopment Project Area as a blighted vacant area under the Act and which are necessary to foster private development and redevelopment within the Redevelopment Project Area; and

NOW, THEREFORE, the Village and the Developer (collectively the “Parties”), in consideration of the premises and the mutual agreements herein contained and described, the sufficiency of which is hereby acknowledged, and subject to the conditions herein set forth, agree as follows:

SECTION 1. RECITALS AND DEFINITIONS.

- A. Recitals and Exhibits. The foregoing recitals and all Exhibits referenced in this Agreement are incorporated by reference into this Agreement.
- B. Definitions. Each of the following terms shall have the meaning set forth below:
- “**Agreement**” shall mean this Redevelopment and Financing Agreement.

“Act” shall mean the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq.

“Approved Plans” shall mean all plans from time to time approved by the Village with respect to the Redevelopment Property.

“Corporate Authorities” shall mean the President and Board of Trustees of the Village of Romeoville.

“County” shall mean Will County, Illinois.

“Day” shall mean a calendar day.

“Dedicated Improvements” shall mean the public capital improvements which are constructed by or for the Developer which are to be dedicated by the Developer to the Village.

“Developer’s Account” shall mean a bookkeeping account to account for the Developer’s Share of the TIF Revenue Stream.

“Development Site Plan” shall mean the Development Site Plan attached hereto as **Exhibit E**

“Developer Reimbursement Amount” shall have the meaning ascribed to it in Section 4 below.

“Effective Date” shall mean the date set forth in Section 20.

“Final Plan” shall mean – Final PUD Plan together with all other Approved Plans for the Subject Property.

“Final Plat of Subdivision” shall mean a final plat of subdivision (or final Plat of PUD) with respect to all or a portion of the Subject Property, which has been or may be approved by the Village.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock contractor, trust, unincorporated organization, limited liability company or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

“Planned Unit Developments” means any approval of one or more Planned Unit Developments granted by the Village with respect to the Subject Property, or portion thereof.

“Private Redevelopment Projects” shall mean privately owned buildings and improvements constructed on the Subject Property in conformance with the Approved Plans.

“Redevelopment Plan” shall mean the “Redevelopment Plan” as approved and amended for the Downtown TIF

“Redevelopment Project Costs” shall include those costs permitted in Section 3(q) of the Act and which are generally set forth on Exhibit C and subject to payment or reimbursement from the TIF Revenue Stream in accordance with this Agreement.

“State” shall mean the State of Illinois.

“Tax Allocation Fund” shall mean the Downtown Special Tax Allocation Fund established pursuant to Ordinance No. 19-1600.

“TIF Revenue Stream” shall mean the portion of the real property taxes collected with respect to Subject Property that is required to be paid to the Village Treasurer for deposit to the Tax Allocation Fund pursuant to Section 11-74.4-8 of the Act, as such provision may be amended from time to time.

“Uncontrollable Circumstance” means any event which (a) is beyond the reasonable control of and without the fault of the party relying thereon, and (b) includes but is not limited to the following events:

- (a) a Change in Law;
- (b) insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, nuclear incident, war or naval blockade;
- (c) epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather condition or other similar Act of God;
- or
- (d) governmental condemnation or taking; and
- (e) strikes or labor disputes.

Uncontrollable Circumstance shall not include economic hardship, impossibility or impracticability of performance, commercial or economic frustration of purpose, strikes or labor disputes caused by the unlawful acts of the Developer or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstance as to the contractor); provided, however, that the exclusion of economic hardship, impossibility or impracticability of performance, and commercial or economic frustration of purpose from this definition of Uncontrollable Circumstance shall not constitute a waiver by a party of such as defenses at law or in equity.

“Village” shall mean the Village of Romeoville, an Illinois home rule municipal corporation, Will County, Illinois.

“Village Engineer” shall mean the person so designated by the Village to the Developer.

Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”.

SECTION 2. REDEVELOPMENT PROJECT. The Village and the Developer undertake to implement the Redevelopment Plan through the development of the Subject Property in accordance with their obligations as set forth in the Approved Plans , Site Development Plans and this Agreement. The Site Development Plan is attached hereto as Exhibit E . Development shall be subject to approval of PUD plans consistent with the Site Plan.

SECTION 3. DEDICATED IMPROVEMENTS.

A. The Developer shall, in accordance with the Approved Plans, the Site Development Plans, the Municipal Code, and other applicable Village ordinances, and subject to the terms and conditions of this Agreement, develop and construct, or cause to be developed and constructed, all, if any, Dedicated Public Improvements required by the Approved Plans and Village Code.

B. The Developer shall dedicate the Dedicated Public Improvements to the Village, in accordance with the codes and ordinances of the Village. The Village agrees to accept the dedication of these Dedicated Public Improvements in accordance with applicable codes and ordinances of the Village in effect at the time, provided that the Dedicated Public Improvements have been constructed in substantial compliance with applicable codes and ordinances of the Village and certified for the acceptance by the Village Engineer.

SECTION 4. ALLOCATION OF COST OF REDEVELOPMENT PROJECT COSTS.

The Village and the Developer agree that the improvements and expenses described in Exhibit C represent an estimate of the Redevelopment Project Costs which are anticipated to be undertaken and implemented by the Developer and which are to be financed pursuant to this Redevelopment Agreement, in accordance with the following conditions and limitations:

A. To ensure that the objectives of the Redevelopment Plan are achieved as expeditiously as possible, the Village agrees that the costs reasonably incurred or to be incurred by the Developer in undertaking the Redevelopment Project Costs shall be eligible for payment or reimbursement from a portion of the TIF Revenue Stream as provided and limited by this Agreement.

B. Notwithstanding the actual amount expended by the Developer for Redevelopment Project Costs, the maximum amount of such costs which are subject to payment or reimbursement from the TIF Revenue Stream is five hundred thousand dollars (\$500,000.00) (the “Developer Reimbursement Amount”). The Developer’s Reimbursement Amount shall be paid from the TIF Revenue Stream as set forth in Section 6.

C. In addition to the Developer Reimbursement Amount payment from the TIF Revenue Stream, the Village shall reimburse the Developer from increment available in the Tax Increment Fund not to exceed two hundred thousand (\$200,000.00) dollars based upon actual demonstrated expenses for demolition and remediation (the “Additional Costs”).

D. RESERVED

E. It is the obligation of the Village to pay or reimburse the Developer for Redevelopment Project Costs up to a maximum amount equal to the Developer Reimbursement Amount from the TIF Revenue Stream. The obligation of the Village to pay or reimburse Redevelopment Project Costs from the TIF Revenue Stream shall be further limited in accordance with the provisions of Section 6 related to allocation of the TIF Revenue Stream. Payment of the Additional Costs shall be made from funds on hand in the Tax Increment Allocation Fund.

It is anticipated that the cost associated with each Redevelopment Project Costs may not equal or may exceed the amounts set forth in Exhibit C. The Developer shall be entitled to allocate the savings or shortfall in any one category to another category provided that the total amount does not exceed the Developer Reimbursement Amount. Notwithstanding the foregoing, the Redevelopment Project Costs shall not include the costs of a developer's fee.

SECTION 5. ADDITIONAL DEVELOPER CONTRIBUTIONS AND DEVELOPER CONCESSIONS.

A. The Developer shall grant easements reasonably required for the construction, extension, improvement, maintenance, and operation of the public infrastructure necessitated by the Dedicated Public Improvements, including the Village's existing water system, sanitary sewer system, storm sewer system, storm water management system, wetland mitigation area, and of the utility systems including without limitation, the appropriate gas, electric, telephone and cable television companies serving the Redevelopment Project Area.

B. The Developer shall dedicate all required right-of-way for roadways and public utility easements, if any, as shown on the Final Plat of Subdivision or PUD approved by the Village.

C. The foregoing dedications shall be undertaken at the Developer's sole cost and expense with the cost of such dedication included in any calculation of Redevelopment Project Costs.

SECTION 6. ALLOCATION OF TIF REVENUE STREAM; APPLICATION OF AMOUNTS ON DEPOSIT. The Village and the Developer recognize and agree that the Village's obligation to pay or reimburse the Developer for Redevelopment Project Costs or to pay TIF Obligations from the TIF Revenue Stream is a limited obligation and wholly subject to

the receipt of sufficient amounts to provide for such payment or reimbursement. The Village and Developer therefore agree that the TIF Revenue Stream shall be allocated as described below:

Seventy-Five (75%) percent for the first five (5) years that Incremental Taxes are received and Fifty (50%) percent in each year thereafter of the TIF Revenue Stream shall be credited, upon receipt by the Village (“Developer’s Share”), into the Developer’s Account each year until the termination of the Redevelopment Project Area or Developer Reimbursement Amount has been paid, whichever first occurs.

A. Amounts in the fund other than the Developer’s Share of the TIF Revenue Stream shall be used in the Village’s sole discretion, in accordance with the Act.

B. The Village and Developer recognize and agree that the Village obligation to reimburse the Developer for Redevelopment Project Costs from the TIF Revenue Stream is a limited obligation and wholly subject to receipt of sufficient revenues in the TIF Revenue Stream to provide for such payment or reimbursement. The obligation to pay Additional Costs is a limited obligation and subject to sufficient funds on hand in the Tax Increment Allocation Account.

C. In the event that a Court of competent jurisdiction or the Illinois Property Tax Appeals Board issues an order requiring a refund from the Tax Allocation Fund, then such refunds shall have priority over all other payments and shall be paid from the Tax Allocation Fund even though that may cause a deficit in the Developer’s Account.

SECTION 7. PRIOR COSTS. The Village acknowledges that Developer has heretofore incurred Redevelopment Project Costs. Redevelopment Project Costs incurred subsequent to the Village’s adoption of the Inducement Resolution are eligible for Reimbursement.

SECTION 8. TIF FINANCIAL STATEMENTS. The Village agrees to provide to the State in a timely manner all information required to demonstrate continued compliance with the requirements of the Act including the number of jobs created on the Redevelopment Property. The Village shall provide the Developer promptly with a copy of all such information submitted to the State. The Village also agrees that the Developer shall have the right and authority to review from time to time and upon reasonable notice the books and records of the Village related to the Redevelopment Project Area and the Tax Allocation Fund.

SECTION 9. EXPENDITURES, CERTIFICATIONS AND DOCUMENTS REQUIRED TO SUPPORT CERTIFICATES OF EXPENDITURES.

A. As a prerequisite to approving any Certificate of Expenditure the Developer must certify to the village the following:

- (i) The Developer has the right, power and authority to submit the request for payment and to perform its obligations under the Agreement.
- (ii) No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default by the Developer under the Agreement exists and remains unremedied.
- (iii) The requested certification is for the Redevelopment Project Costs which are qualified for payment under this Agreement, the Act and applicable law.
- (iv) None of the items for which payment is requested has been the basis for a previous payment.
- (v) The payment has already been paid from the Developer to its construction manager, contractor, subcontractor or material supplier or others.

- (vi) The Developer has obtained all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and as applicable to reconstruct, complete and operate the Improvements.
- (vii) The Developer is in substantial compliance with its material covenants under this Agreement and has satisfied any other preconditions to disbursement.
- (viii) That no uncontested lien other than mortgage or mortgages exists against the Redevelopment Property.
- (ix) That the Developer has certified the work for which payment is sought has been completed.

B. As an additional prerequisite to Approval of Certificates of Expenditures, the Developer must provide to the Village to assist the Village's consideration:

- (i) A true and correct copy of the contract or contracts upon which the payment request is made
- (ii) Good and sufficient (partial or full) waivers of liens with respect to the payment requested
- (iii) Proof in a form reasonably acceptable to the Village, such as contractor's sworn statement and architect's certification, that the Developer has made the payments for which reimbursement is sought.
- (iv) Such information as is reasonably necessary for the Village to determine that reimbursement is being sought for Redevelopment Project Cost.
- (v) A request for issuance of a Certification of Expenditure in the form of Exhibit D.

- (vi) All certificates required by this section.
- (vii) A certification from the Developer that the Request for Disbursement includes expenses that are eligible for reimbursement under the Act.
- (viii) Cancelled checks when payments are made directly by the Developer, otherwise, proof of payment in the form of escrow disbursements or such other proof as is commercially reasonably required by the Village.

C. After the Developer makes its request for issuance of a Certificate of Expenditures the Village shall complete its review of such Request within thirty (30) days of receipt of the documentation in conformance with this Agreement and either issue its approval or a letter detailing any reasons it is not issuing its approval. The Developer shall be entitled to submit any documentation necessary to secure such approval. Upon such resubmittal, the Village shall issue its written approval or denial within thirty (30) days of receipt of the resubmittal.

D. No payments shall be made to the Developer in the event the construction schedule set forth in 15(B) has not been achieved.

SECTION 10. PROJECT COORDINATORS. The Village shall, within thirty (30) days after the Effective Date, provide the Developer with the name of its project coordinator with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instruction and receive information and confer with the Developer's project coordinator. The Developer shall, within thirty (30) days after the Effective Date, to provide the Village with the name of its Project coordinator with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Village's project coordinator.

The Village or the Developer may change their respective designations or project coordinators from time to time by notice to the other party.

SECTION 11. LIMITED OBLIGATIONS.

(i) The obligations of the Village under this Agreement to reimburse Redevelopment Project Costs are not general obligations of the Village, the County, the State nor any political subdivision thereof; it being understood that these obligations are being incurred in connection with the Redevelopment Plan and are limited as set forth herein and the Village shall have no responsibility to pay such obligations except from the allocation of the TIF Revenue Stream, as provided in this Agreement.

(ii) In the event that all or a portion of the Subject Property is taken by eminent domain, the Village shall remit to the Developer all funds which it receives as a result of such eminent domain whether such funds result from a settlement or a judicial award or any other source. Any eminent domain award or settlement received by the Developer or Developer shall be retained by the Developer or Developer. The Village shall not exercise its power of eminent domain with respect to the Subject Property except to acquire road or utility easements. If legislation is passed by the Illinois General Assembly which repeals, eliminates or reduces all or any portion of the TIF Revenue Stream, the Village and the Developer agree that they will consult promptly in efforts to identify an appropriate replacement tax or taxes and enact such a replacement tax or taxes. The Village shall not unreasonably refuse to enact a reasonable replacement tax or taxes, PROVIDED that such Alternate Source Revenue is not a General Obligation of the Village and is payable solely from taxes or other revenues generated on the Subject Property.

SECTION 12. DEVELOPER'S OBLIGATIONS.

A. Adherence to Federal, State and Local Requirements. All work with respect to the Public and Private Redevelopment Projects shall conform to all applicable federal, state and local laws, regulations and ordinances, including but not limited to building codes, prevailing wage, environmental codes, life safety codes and the Act.

B. Progress Reports. Until construction of the Public Redevelopment Project has been completed, the Developer shall make quarterly progress reports to the Village regarding the Project or upon special request of the Village in such detail as may be reasonable required by the Village.

C. Security for Public Improvements. The existence of tax increment financing shall not in any manner excuse the Developers' obligations under the Subdivision Ordinance and other ordinances to post security in the form of a letter of credit or performance and payment bonds to guaranty completion and full payment for any and all public improvements.

SECTION 13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER.

The Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

A. Organization. The Developer is a Limited Liability Company duly organized and existing under the laws of the State of Illinois, authorized to do business in Illinois, and has the power to enter into and by proper action has been duly authorized to execute, deliver and perform this Agreement.

B. Non-conflict or Breach. To the best of the Developer's knowledge, neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflicts with or results in a breach of any of the terms, conditions, or provisions of any offering

or disclosure statement made or to be made on behalf of the Developer, any restriction, agreement or instrument to which the Developer is now a party under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights pursuant to this Agreement of the Developer or any related party, under the terms of any instrument or agreement to which the Developer or any related party is now a party or by which the Developer or any related party is bound.

C. Pending Lawsuits. To the best of the Developer's knowledge, there are no lawsuits either pending or threatened that would affect the ability of the Developer to proceed with the construction and development of the Public Redevelopment Projects.

SECTION 14. REPRESENTATIONS AND WARRANTIES OF THE VILLAGE. The Village represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

A. Organization and Authority. The Village is a home rule municipal corporation duly organized and validly existing under the laws of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement.

B. Litigation. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the Redevelopment Project Area in any court or before any governmental authority which involve the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement. Any code enforcement action or case against the Redevelopment Property which currently exists will be dismissed when demolition is complete.

C. Authorization. To the best of the Village's knowledge, the execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions

provided for herein and the compliance with the provisions of this Agreement (i) have been duly authorized by all necessary corporate action on the part of the Village; (ii) require no other consents, approvals or authorizations on the part of the Village or the Village Board in connection with the Village's execution and delivery of this Agreement; and (iii) shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

SECTION 15. ADDITIONAL COVENANTS OF THE DEVELOPER.

A. Developer Existence. The Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as a corporation authorized to do business in the State, so long as the Developer maintains an interest in the Subject Project or has any other remaining obligations pursuant to the terms of this Agreement.

B. Construction Schedule. As a prerequisite to receipt of any payments for eligible costs, the Developer must:

- (i) Have a contract in place and substantially commenced demolition and site clean-up on or before June 1, 2022; and
- (ii) Commenced building construction on or before November 1, 2022. The Village Administrator may agree to reasonably extend the commencement date due to delays caused by weather, supply chain issues or other unexpected delays.

C. Indemnification. The Developer, for itself, its successors and assigns (use of the term "Developer" herein includes successor and assigns), agrees to indemnify, defend and hold the Village, together with its past, present and future officials, officers, agents and employees, consultants, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation reasonable attorneys' fees

and court costs) suffered or incurred by the Village which are caused as a result of (i) the failure of the Developer to comply with any of the terms, covenants or conditions of this Agreement or (ii) the failure of the Developer or any contractor, subcontractor or materialmen in connection with the Dedicated Improvements or (iii) material misrepresentations or omissions of the Developer relating to the Private Redevelopment Projects, the Redevelopment Plan and this Agreement which are the result of information supplied or omitted by the Developer or by its agents, employees, contractors, or persons acting under the control or at the request of the Developer, or (iv) the failure of the Developer to cure any materials misrepresentations or omissions of the Developer in this Agreement relating to the Private Redevelopment Projects or the Dedicated Improvements, or (v) any claim or cause of action for injury or damage brought by a third party arising out of the construction or operation of the Private Redevelopment Projects or the Dedicated Improvements by the Developer. Developer, for itself and its successors and assigns, agrees to indemnify, defend and hold the Village, together with its past, present and future officials, officers, agents and employees, harmless from and against all losses, costs, damages, liabilities, claims, suites, actions, causes of action and expenses (including without limitation reasonable attorneys' fees and court costs) suffered or incurred by the Village which are caused as a result of any failure by the Developer or the Developer's agents to make full disclosure to investors. The provisions of this Section shall not apply to a loss which arises out of intentional misconduct on the part of the Village, or a loss or portion thereof of which arises in whole or in part out of the negligence on the part of the Village, but only to the extent that the Village's misconduct or negligence contributed to the loss, or that the loss is attributable to the Village's misconduct or negligence.

D. Insurance. The Developer agrees to maintain all necessary insurance with respect to the Private and Public Redevelopment Project in accordance with the requirements of this Agreement.

E. Further Assistance and Corrective Instruments. The Village and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance required of this Agreement.

F. No Gifts. The Developer covenants that no officer, director, member, employee or agent of Developer, or any other person connected with Developer has made, offered or given either directly or indirectly to any officer, employee or agent of the Village or any person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.

G. RESERVED

H. Assignment. The Developer's rights and obligations under this Agreement may not be assigned without the Village's prior consent which it may withhold in its sole and absolute discretion if (i) the Assignment is to an entity formed and controlled by the Developer; or (ii) to any other entity provided that entity provides to the Village a fully executed Assignment and assumption Agreement reasonably acceptable to the Village.

I. Transfer of Property. After conveyance to the Developer, nothing herein shall prohibit the transfer of all or part of the Subject Property. The transferee of such property shall not take subject to the obligations of the Developer which obligations shall remain with the Developer unless the transferee provides the Village with a fully executed Assignment and assumption Agreement reasonably accepted by the Village.

SECTION 16. RIGHTS OF INSPECTION AND RIGHT TO AUDIT BOOKS AND RECORDS.

Right to Audit Books and Records. The Developer agrees that the Village shall have the right and authority to review and/or audit, from time to time, the Developer's books and records relating to the any claimed Redevelopment Project cost (including the Developer's loan statements, general contractors sworn statements, general contracts, material purchase orders, waivers of lien, paid receipts and invoices). The Developer shall also submit to the Village such information about the Dedicated Improvements, the Public Redevelopment Projects, or other matters which are related to the terms and conditions of this Agreement, including financial information, as may be reasonably requested by the Village to enforce the terms and provisions of this Agreement.

SECTION 17. LIABILITY AND RISK INSURANCE. Prior to commencement of the Dedicated Improvements the Developer (or the Developer's contractor) shall procure and deliver to the Village, at the Developer's (or such contractor's) cost and expense, and shall maintain in full force and effect until each and every obligation of Developer contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance, if applicable and worker's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than Two Million Dollars (\$2,000,000) each occurrence and Five Million Dollars (\$5,000,000) total, all such policies to be in such form and issued by such companies as shall be acceptable by the Village to protect the Village and Developer against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Dedicated Improvements or the improvements or the

construction and improvement thereof of the Private Redevelopments Projects or any other work associated with construction. Each such policy shall name the Village as a coinsured and shall contain an affirmative statement by the insurer that it will give written notice to the Village at least thirty (30) days prior to any cancellation or amendment of its policy.

SECTION 18. EVENTS OF DEFAULT AND REMEDIES.

A. Events of Default. The following shall be Events of Default with respect to this Agreement:

- (i) If any material representation made by the Developer or Village in this Agreement, or in any certificate, notice, demand or request made by the Developer or Village, in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; provided that such default shall only constitute an Event of Default if the defaulting party does not, within sixty (60) days after written notice from the non-defaulting party, initiate and diligently pursue appropriate measures to remedy the default.
- (ii) Default in the performance or breach of any material covenant contained in this Agreement concerning the financial condition of or the existence or structure of the Developer provided that such default shall only constitute an Event of Default if the defaulting party does not, within sixty (60) days after written notice from the non-defaulting party, initiate and diligently pursue appropriate measures to remedy the default.
- (iii) Default in the performance or breach of any other material covenant, warranty or obligation of either party in this Agreement; provided that such default

shall only constitute an Event of Default if the defaulting party does not, within sixty (60) days after written notice from the non-defaulting party, initiate and diligently pursue measures to remedy the default.

- (iv) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer in any involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official) of the Developer for any substantial part of its property or ordering the winding-up or liquidation of its affairs and the continuance of such any decree or order unstayed and in effect for a period of sixty (60) consecutive days.
- (v) The commencement by the Developer of a voluntary case of bankruptcy under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by the Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Developer or of any substantial part of the Developer's property, or the making by any such entity or any assignment for the benefit of creditors or the failure of the Developer generally to pay such entity's debts as such debts become due or the taking of action by the Developer in furtherance of any of the foregoing.

B. Remedies for Default.

- (i) In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice. If, in such case, action is not taken or not diligently pursued, or the Event of Default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach including but not limited to proceedings to compel specific performance by the party in default or breach of its obligations.
- (ii) In case the Village or Developer shall have proceeded to enforce their rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies, and powers of the Developer and the Village shall continue as though no such proceedings had been taken.

C. Agreement to Pay Attorneys' Fees and Expenses.

- (i) In the event the Developer shall commit an Event of Default which is not cured within the applicable periods and the Village should employ an attorney or attorneys or incur other reasonable expenses for the collection of the payments due under this Agreement or the enforcement of performance of observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it will on demand therefore pay to the

Village the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Village.

- (ii) In the event the Village shall commit an Event of Default which is not cured within the applicable cure periods and the Developer should employ an attorney or attorneys or incur other reasonable expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Village herein contained, the Village agrees that it will on demand therefore pay to the Developer the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Developer.
- (iii) In the event that one Party claims that the other Party has committed an Event of Default and this claim is litigated in a court of competent jurisdiction, the prevailing party shall be entitled to reasonable fees of its attorneys and other expenses reasonably incurred in such litigation.

D. No Waiver by Delay. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Village should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by either party with respect to any specific Event of Default by either party under this Agreement be considered or treated as a waiver of the rights of the other party under this Section or with respect to any Event

of Default under any section in this Agreement or with respect to the particular Event of Default, except to the extent specifically in writing by that party.

E. Rights and Remedies Cumulative. The rights and remedies of either party to this Agreement (or its successors in interest) whether provided by law or by this Agreement shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation of either party or any condition under this Agreement shall be considered a waiver of any rights of either party with respect to the particular obligation of that party or condition beyond those expressly waived in writing.

SECTION 19. MISCELLANEOUS PROVISIONS.

A. Titles of Articles and Section. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

B. Notices. All notices, certificates, approvals, consents, or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (i) personal service; (ii) electronic communications, whether by telex, telegram or telecopy; (iii) overnight courier; or (iv) registered or certified first class mail, postage prepaid, return receipt requested.

IF TO THE VILLAGE:

Village of Romeoville
1050 W. Romeo Road
Romeoville, IL 60446
Attention: Village Manager

With copies to:
Mahoney Silverman & cross LLC
822 Infantry Dr. Suite 100
Joliet, Illinois 60435
Attention: David J. Silverman

Tracy, Johnson & Wilson
2801 Black Rd # 2,
Joliet, IL 60435
Attention: Richard Vogel

IF TO THE DEVELOPER:

[REDACTED]

The parties, by notice hereunder, may designate any further or different address to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand, or request sent pursuant to either clause (i) or (ii) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (iii) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

C. Time is of the Essence. Time is of the essence of this Agreement.

D. Integration. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

E. Non-liability of Village Officers and Employees. No member, official, employee or agent of the Village shall be personally liable to Developer or any successor in interest in the

event of any default or breach by the Village or State for any amount which may become due to Developer or any successor or any obligation under the terms of this Agreement.

F. Disclaimer. Subject to the provisions of Subsection N, nothing contained in this Agreement nor any act of the Village or Developer shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent or of limited or general partnership, or of joint venture or of any association or relationship involving the Village or the Developer.

G. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

H. Recordation of Agreement. The parties agree to record this Agreement in the appropriate land or governmental records.

I. Successors and Assigns. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement are to apply to and bind the successors and assignees of the Village and the successors and assigns of the Developer, provided that the payment and reimbursement of Redevelopment Project Costs to the Developer under this Agreement shall continue to be made to the Developer unless the rights to receive such payments and reimbursements is assigned in writing by the Developer and the Developer provides the Village with a release.

J. Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

K. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

L. Meaning of “Developer”. As used herein, Developer shall mean Sammy S. LLC, an Illinois limited liability company.

M. Non-recourse. The liability of the Developer and their members/shareholders under this Agreement shall be limited to their respective interests in the Subject Property and/or their membership/shareholder interests in the companies that own the Subject Property, as their interests may appear.

N. Rights of Lender to Notice and Cure. Notwithstanding anything contained herein to the contrary and provided any lender of the Developer (individually and collectively a “Lender”) has provided the Village with notice of the name and address of any such lender, the Village shall not exercise any of its rights or remedies in the event of a default by Developer hereunder until the Village shall have given the Lender notice of any such alleged default (which notice shall be given to Lender simultaneously with any default notice to Developer). In the event the Lender notifies the party sending such default notice within thirty (30) days after the Lender’s receipt of such notice that the Lender intends to proceed to attempt to cure or cause to be cured any such alleged default, the Village shall be prohibited from exercising any rights or remedies they may have hereunder and at law and equity for so long as such Lender is proceeding in good faith to cure or cause to be cured such default.

O. No Discrimination. The Developer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex or national origin. The Developer will take affirmative action to ensure that applicants are employed and treated during employment without regard to their race, color, religion, sex or national origin. Such action shall

include but not be limited to the following employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination.

P. Advertisements. The Developer will in all solicitations or advertisements for employees placed by or on behalf of the Developer state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

Q. Lien Waiver. Developer hereby waives any and all lien rights it may have against the Subject Property for labor, services or materials provided in connection with all Redevelopment Project Costs.

SECTION 20. EFFECTIVENESS AND TERM. The Effective Date for this Agreement shall be the date on which this Agreement is approved by the Village Board. The term of this Agreement shall be from the Effective Date until all obligations hereunder have been satisfied.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

VILLAGE OF Romeoville

Village President

ATTEST:

Village Clerk

Sammy S. LLC
an Illinois Limited Liability

By: _____

Its: _____

MANAGER

_____, as the fee Owner of the Redevelopment Property consents to the Recording of this Agreement. (this will not be necessary if the Developer is the owner)

STATE OF ILLINOIS)
) ss
COUNTY OF WILL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Noak personally known to me to be the Mayor of the Village of Romeoville , a municipal corporation, and _____, personally known to me to be the City Clerk of said municipality, whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively, appeared before me this day in person and acknowledged that as such Mayor and Village Clerk, they signed and delivered the said instrument as Mayor and Village Clerk of said municipality and caused the corporate seal of said municipality to be affixed thereto, pursuant to authority given the Mayor and Village Board of said municipality, as their free and voluntary act, and as the free and voluntary act and deed of said municipality, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2022.

STATE OF ILLINOIS)
) ss
COUNTY OF WILL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the _____ of Sammy S. LLC, a Limited Liability Company , appeared before me this day in person and acknowledged that as such _____ , he/she signed and delivered the said instrument pursuant to authority given by _____, as his/her free and voluntary act, and as the free and voluntary act and deed of said Limited Liability Company , for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2022.

STATE OF ILLINOIS)
) ss
COUNTY OF WILL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____ personally known to me to be the
_____ of _____, a _____ appeared
before me this day in person and acknowledged that as such _____, he/she signed and
delivered the said instrument pursuant to authority given by _____ as
his/her free and voluntary act, and as the free and voluntary act and deed of said
_____, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2022.

EXHIBIT A and A-1
REDEVELOPMENT PROPERTY and Site Location Map
(See Attached Map and legal description)

To be added.

EXHIBIT B

[RESERVED]

DRAFT

**EXHIBIT C
REDEVELOPMENT PROJECT COSTS**

See attached.

DRAFT

EXHIBIT D
REQUEST FOR ISSUANCE OF
CERTIFICATION OF EXPENDITURE

To be added.

DRAFT

Exhibit E – Site Development Plan

(Attach Site Development Plan)

DRAFT