

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF ROLLING MEADOWS AND ABIDE GROUP, LLC FOR THE SALE AND REDEVELOPMENT OF 3111-3113 MEADOW DRIVE, ROLLING MEADOWS, ILLINOIS

WHEREAS, the City of Rolling Meadows, Cook County, Illinois, (“City”) is a home rule unit of government and, pursuant to the provisions of Article VII, Section 6(a) of the Illinois Constitution may exercise any power and perform any function pertaining to its government and affairs, except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the City, to foster increased economic activity within the City, to increase employment opportunities within the City, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and to otherwise further the best interests of the City; and

WHEREAS, the City desires to enter into a redevelopment agreement with Abide Group, LLC (“Developer”) for the sale of certain City-owned property located at 3111-3113 Meadow Drive, Rolling Meadows, Illinois (former Fire Station 15) (“Property”) and redevelopment and adaptive reuse of the Property as a mixed-use commercial space; and

WHEREAS, the City and the Developer are authorized to enter into said redevelopment agreement pursuant to the City's authority as a home rule municipal unit of government and other applicable statutory and constitutional authority; and

WHEREAS, the corporate authorities of the City deem it advisable and necessary and in the best interest of the residents of the City to enter into the Redevelopment Agreement.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rolling Meadows, Cook County, Illinois, as follows:

Section 1: The foregoing recital clauses to this Ordinance are adopted as the findings of the corporate authorities of the City of Rolling Meadows and are incorporated herein by specific reference.

Section 2: The City approves the *Redevelopment Agreement between the City of Rolling Meadows and Abide Group, LLC for the Sale and Redevelopment of 3111-3113 Meadow Drive, Rolling Meadows, Illinois*, in substantially the form attached to and made a part of this Ordinance as Exhibit A (“Redevelopment Agreement”).

Section 3: Upon receipt from the Developer of four (4) executed copies of the Redevelopment Agreement, the Mayor is hereby authorized to execute, and the Deputy City Clerk is hereby authorized to attest to, the Redevelopment Agreement, with such changes therein, if any, as shall be approved by the officials of the City executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from and after the execution and delivery of such Redevelopment Agreement.

Section 4: The officials, officers and employees of the City are hereby authorized to take such further actions and execute such documents as are necessary to carry out the intent and purpose of this Ordinance and of the Redevelopment Agreement.

Section 5: That this Ordinance shall be in full force and effect upon and after its passage in the manner provided by law.

ADOPTED this 16th day of December, 2025.

AYES: Koehler, McHale, Budmats, O'Brien, Boucher, Reyez

NAYS: 0

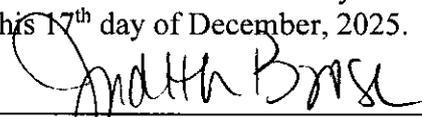
ABSENT: Vinezeano

APPROVED by me this 16th day of December, 2025.



Lara Sanoica, Mayor

ATTESTED and filed in my office,
this 17th day of December, 2025.



Judith Brose, Deputy City Clerk

EXHIBIT A

REDEVELOPMENT AGREEMENT

PINs: _____

This instrument was prepared by:
City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, IL 60008

After recording mail to:
Glen Cole
City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, IL 60008

**REDEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF ROLLING MEADOWS
AND
ABIDE GROUP, LLC**

**FOR THE SALE AND REDEVELOPMENT OF
3111-3113 MEADOW DRIVE, ROLLING MEADOWS, ILLINOIS**

DATED AS OF _____, 2025

CITY OF ROLLING MEADOWS
REDEVELOPMENT AGREEMENT
FOR THE SALE AND REDEVELOPMENT OF
3111-3113 MEADOW DRIVE, ROLLING MEADOWS, ILLINOIS

This Redevelopment Agreement (“*Agreement*”) is entered into this _____ day of _____, 2025 (“*Effective Date*”) between Abide Group, an Illinois limited liability company (the “*Developer*”), and the CITY OF ROLLING MEADOWS, ILLINOIS, an Illinois home rule municipal corporation (the “*City*”) (the Developer and the City are collectively referred to as the “*Parties*”).

RECITALS:

A. **WHEREAS**, the City is a home rule unit of government in accordance with Article VII, Section 6, of the 1970 Illinois Constitution; and

B. **WHEREAS**, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the City, to foster increased economic activity within the City, to increase employment opportunities within the City, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and to otherwise further the best interests of the City; and

C. **WHEREAS**, the City has the authority to promote the health, safety and welfare of its inhabitants, to prevent the onset of blight while instituting conservation measures, and to encourage private development in order to enhance the local tax base, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes; and

D. **WHEREAS**, the City and the Developer are authorized to enter into this Agreement pursuant to the City's authority as a home rule municipal unit of government and other applicable statutory and constitutional authority; and

E. **WHEREAS**, the City is the owner of the property legally described in Exhibit A attached hereto and commonly known as 3111-3113 Meadow Drive, Rolling Meadows, Illinois (the “*Property*”); and

F. **WHEREAS**, the City proposes to convey, and the Developer proposes to acquire and shall develop the Property in all respects in accordance with the Final Plans (as hereinafter defined) to be prepared by the Developer and approved by the City and as further described in this Section 4 of this Agreement (“*Project*”); and

G. **WHEREAS**, the City has agreed, in reliance on the Developer's ability and expertise and Developer's commitment to construct the Project, to convey the Property to the Developer as specifically set forth in this Agreement; and

H. **WHEREAS**, this Agreement has been submitted to the corporate authorities of the City for consideration and review, the corporate authorities of the City have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the City according to the terms hereof, and any and all actions of the corporate authorities of the City precedent to the execution of this Agreement have been undertaken and performed in the manner required by law; and

I. **WHEREAS**, this Agreement has been submitted to the Developer for consideration and review, and the Developer has taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all actions precedent to the execution of this Agreement by the Developer have been undertaken and performed in the manner required by law.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The statements, representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1. The exhibits referred to in this Agreement which are attached to or incorporated into it by textual reference are incorporated by reference into and made a part of this Agreement. The Parties acknowledge the accuracy and validity of those exhibits.

2. **DEFINITIONS.** For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, including above in the recitals hereto and as follows:

“City Code” means the Code of Ordinances, Rolling Meadows, Illinois, as amended from time to time, and all other ordinances, rules and regulations of the City.

“Change in Law” means the occurrence, after the Effective Date, of an event described below, provided (i) such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement or otherwise necessitates changes to the Project and (ii) such event is not caused by the Party relying thereon:

Change in Law means any of the following: (i) the enactment, adoption, promulgation or modification of any federal, state, county or local law, ordinance, code, rule or regulation; (ii) the order or judgment of any federal or state court, administrative agency or other governmental body; or (iii) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency. Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the Project under this Agreement.

Change in Law specifically excludes the City’s planned adoption of an updated building code effective on or about January 1, 2026, including the following model building codes and local amendments thereto:

2024 International Building Code (International Code Council)

2024 International Existing Building Code (International Code Council)

2024 International Fire Code (International Code Council)

2024 International Fuel Gas Code (International Code Council)

2024 International Mechanical Code (International Code Council)

2024 International Property Maintenance Code (International Code Council)

2024 International Residential Code (International Code Council)

2024 International Swimming Pool and Spa Code (International Code Council)

2023 National Electric Code (National Fire Protection Association)

“Final Plans” means the plans and elevations for the Project as approved by the City, and the final construction plans and specifications containing the detailed plans for the Project (in its entirety, including all public and private improvements and not merely the building(s) themselves) as approved by the City prior to the issuance of any building or other permits for the Project, and any amendments thereto as approved by the Developer and the City.

“Final Completion Date” means the date when Developer has completed the Project in its entirety to the reasonable satisfaction of the City and has obtained a final certificate of occupancy for all components of the Project.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, trust, 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.

“Requirements of Law” means the City Code and all applicable laws, statutes, codes, ordinances, resolutions, rules, regulations, and policies of any federal, state, or local government or governmental agency with jurisdiction over the Property, each as may be amended from time to time.

“State” means the State of Illinois.

“Term” means the period of validity of this Agreement, commencing on the Effective Date and continuing until the Final Completion Date or the termination of this Agreement, except that any provisions expressly stated to survive expiration or termination shall remain in effect thereafter.

“Uncontrollable Circumstance” means any event which:

- (a) is beyond the reasonable control of and without the fault of the Party relying thereon; and
- (b) is one or more of the following events:
 - (i) A Change in Law;
 - (ii) Insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
 - (iii) Epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or another similar act of God;
 - (iv) Third party litigation challenging the authority of the City to enter into or the effectiveness of this Agreement;
 - (v) Governmental condemnation or taking or unreasonable delay in reviewing and issuing applicable permits;

- (vi) Strikes or labor disputes, or work stoppages not initiated by the Developer;
- (vii) Shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;
- (viii) Unknown or unforeseeable geo-technical or adverse environmental conditions or environmental regulatory action regarding the Project;
- (ix) Major environmental disturbances;
- (x) Vandalism; or
- (xi) Terrorist acts.

Uncontrollable Circumstance shall not include economic hardship; general unavailability of materials (except as described in b (vii) above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

For each day that the City or the Developer is delayed by an Uncontrollable Circumstance, as evidenced and conditioned upon prior notice from one party to the other, the dates set forth in this Agreement shall be extended by one (1) day for each day of the resulting delay.

3. RULES OF CONSTRUCTION OF AGREEMENT. This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- A. Definitions include both singular and plural.
- B. Pronouns include both singular and plural and cover all genders.
- C. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”
- D. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- E. Unless otherwise specified in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Any reference to “business days” shall mean any day other than a Saturday, Sunday, or legal holiday under the laws of the State. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State, in which event the period will run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p. m., Central prevailing time.
- F. Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among this Agreement and any plan, document, or Requirement of Law referenced in this Agreement, the plan, document, or Requirement of Law that provides the greatest control and protection for the City, as determined by the City Manager, will control. All of the provisions set forth in this

Agreement, and all referenced plans, documents, and Requirements of Law are to be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

G. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

H. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.

I. The City Manager, or the City Manager's designee, unless applicable law requires action by the corporate authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the City and with the effect of binding the City as limited by and provided for in this Agreement. The Developer and the City are entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the Developer and the City as having been properly and legally given by the Developer or the City, as the case may be.

J. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by the Developer in a different manner, the Developer hereby designates Michael Schumann or his/her designee as its authorized representative, who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the Developer and with the effect of binding the Developer in that connection (such individual being an "***Authorized Developer Representative***"). The Developer shall have the right to change its Authorized Developer Representative by providing the City with written notice of such change, which notice shall be sent in accordance with Section 16.2 of this Agreement.

4. DEVELOPMENT OF THE PROPERTY.

Section 4.1. Description of the Project. The Project consists generally of the redevelopment and adaptive reuse of the City's former Fire Station 15 located upon the Property as a mixed-use commercial space. The Project includes the following required elements, all of which were promised by Developer and served as an enticement to the City to enter into this Agreement and convey the Property to Developer at a price substantially less than the Property's appraised fair market value:

- A. First Floor. The complete renovation of approximately 5,400 square feet on the building's first floor for use as a commercial coffee shop and bakery. The renovated space will include customer seating, food and beverage preparation areas, and space for retail sales.

- B. Second Floor. The second floor of the building, measuring approximately 5,400 square feet, will not be finished for a tenant or end user under this Project. However, it will be brought into code-compliant condition, including the accessibility and life safety improvements described herein, to support potential future commercial, assembly (event space), and/or office use. The Developer has represented that their intent is to occupy the second floor with these uses in a future phase subsequent to the completion of the Project.
- C. Code Compliance. Comprehensive building-wide improvements to bring the structure into compliance with current building, life safety, and accessibility codes, including the Illinois Accessibility Code, applicable fire protection standards, and other public safety regulations. These improvements include, but are not limited to, the installation of an elevator, fire alarm system, fire suppression (sprinkler) system, and other necessary upgrades to support public use and access throughout the building.
- D. Exterior Improvements. Improvements to the exterior of the Property include the construction of a publicly accessible outdoor patio space featuring a shaded pergola, café lighting, seating, landscaping, and other site enhancements designed to support community gathering and complement the first-floor commercial use.
- E. No Residential Use. The Project does not include any residential use, occupancy, or development of the Property.
- F. Project Budget. The Developer's anticipated cost to design and construct the Project is One Million, Four Hundred Thousand Dollars (\$1,400,000.00) including all architectural, engineering, legal, consulting, insurance, licensing, permitting, labor, and material costs ("**Project Budget**"). The Project Budget is exclusive of the Purchase Price under this Agreement, any Closing costs, and any furniture, fixtures, and equipment.

Section 4.2. Compliance with this Agreement. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the City Code or any other rights Developer may have, during the Term of this Agreement, the Property may only be developed pursuant to, and in accordance with, the terms and provisions of this Agreement and its exhibits. Development of the Property in a manner deviating from these conditions will be deemed a violation of this Agreement and Developer's obligations hereunder, and an Event of Default pursuant to this Agreement.

Section 4.3. Compliance with Law. The development, construction, operation, and maintenance of the Project on the Property must, except for minor alterations approved by the City Manager, comply and be in accordance with this Agreement; the Final Plans, including all individual plans and documents which comprise the Final Plans; and the Requirements of Law. Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among any of the plans or documents listed as or within this Section 4.3, the interpretative provisions of Section 3.F will prevail.

Section 4.4. Project Schedule. The Parties agree that the Developer's development and construction of the Project will be undertaken in accordance with the Project Schedule attached hereto as Exhibit B and made a part hereof ("**Project Schedule**"), subject to Uncontrollable Circumstances. The Parties acknowledge that the Project Schedule is based on the Parties' best understanding of the Project and related milestones as of the Effective Date. The Parties may amend the Project Schedule as necessary to ensure that it accurately reflects the key milestones in

the development and construction of the Project, and the Parties specifically agree that the milestone dates may be mutually extended by the Parties. Each Party agrees to not unreasonably withhold approval of a request by the other Party to amend the Project Schedule for such purposes.

Section 4.5. Construction of Public Improvements. The Parties acknowledge and agree that the Project does not presently anticipate the construction of public improvements including public utility improvements, curbs and gutters, sidewalks, and streetscape and that the Developer will hold title to all improvements to real property made in fulfillment of the Project.

5. DEVELOPER CONTINGENCIES TO CLOSE.

Section 5.1. Developer's Inspection Contingency. Notwithstanding anything to the contrary herein, the Developer shall have the right to conduct, at Developer's sole cost, due diligence investigations with respect to the Property, which may include, but shall not be limited to, the rights to (i) enter upon the Property to perform inspections and tests of the Property; and (ii) make investigations with regard to zoning, building code, environmental and other conditions and legal requirements affecting the Property and Developer's intended Project, including, but not limited to, an environmental assessment, and the compliance by the Property with all applicable Requirements of Law ("**Inspections**"). If the Developer, in its sole and absolute discretion, determines that the results of the Inspections does not meet the Developer's criteria for purchase, financing, or operating of the Property in the manner contemplated by the Developer, or if the Inspections do not otherwise meet the Developer's investment criteria or underwriting for any reason whatsoever, or if the Developer, in its sole discretion, otherwise determines that the Property is unsatisfactory to it, then the Developer may terminate this Agreement by written notice to Seller, given not later than thirty (30) days after the Effective Date ("**Inspection Period**").

The Developer hereby agrees to defend, indemnify, and hold the City harmless from and against: (i) any and all suits, proceedings, claims, actions, judgments, damages, costs or expenses, including reasonable legal fees, arising directly from or in any way related to the inspections conducted on the Property by the Developer or its employees, agents and contractors, and (ii) any mechanic's liens filed against the Property resulting from the Developer's tests or inspections. Before causing, directing or doing any inspection or testing thereof pursuant to this Section, the Developer shall deliver to the City a certificate of insurance from an insurance carrier reasonable acceptable to the City evidencing that the Developer and/or its contractors or consultants performing such inspections is then maintaining commercial general liability insurance, on an occurrence basis, in an amount not less than Three Million Dollars (\$3,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage liability and naming the City as an additional insured under such commercial general liability policy. The Developer further agrees to repair and restore any damage caused by the Developer's inspection or testing of the Property to its condition prior to the inspection. The provisions of this paragraph shall survive the termination of this Agreement or Closing, as the case may be.

Section 5.2. Developer's Zoning Contingency. For a period of ninety (90) days after the Effective Date ("**Zoning Contingency Period**"), Developer shall have the right, at Developer's sole cost and expense, to seek and obtain all zoning changes, variances, plat approval, special use permits and other entitlement approvals (collectively, "**Zoning Changes**") as City and Developer shall determine are necessary or desirable to allow Developer to construct and operate the Project. Without limitation, the Zoning Changes shall include the resubdivision of the Property into a single lot of record.

Section 5.3. Developer's Building Permit Contingency. For a period of time no later than one hundred fifty (150) days after the Effective Date ("**Permit Contingency Date**"), the Developer shall diligently pursue and secure any and all permits, including demolition, utility and building permits, required for construction of the Project ("**Project Permits**"). The City and its third-party reviewers, if any, shall make their best effort to review all submissions and provide approvals or correction requests within five (5) working days of submittal by the Developer, with the exception of elevator plan reviews.

Section 5.4. Developer's Right to Terminate. In the event that the Developer determines, in Developer's sole discretion, that the results of the Inspections, Zoning Changes and Project Permits are not satisfactory to Developer and notifies the City prior to the expiration of the Inspection Period, Zoning Contingency Period, and Permit Contingency Date, either the Developer or the City may terminate this Agreement.

Section 5.5. City's Right to Terminate. In the event Developer does not diligently apply, prosecute and secure the Zoning Changes or Project Permits within the Zoning Contingency Period and/or Permit Contingency Date, respectively, the City may terminate this Agreement.

Section 5.6. Zoning Approvals. Approval of the City Council of the Developer's request for a Special Use, to the extent required by City Ordinance, and such other zoning entitlements required to enable the issuance of a building and other municipal permits, in order to construct the Project.

6. CONVEYANCE OF THE PROPERTY.

Section 6.1. Conveyance of Land. Subject to the City's satisfaction or waiver of the conditions precedent of this Agreement, and payment by the Developer to the City at closing of the Property of the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00), by wired funds ("**Purchase Price**"), the City will convey the Property to the Developer so that the Developer is able to build and complete and operate the Project. The conveyances of land as generally described in this Section and provided in this Agreement shall be undertaken in accordance with the Closing date described in the Project Schedule and the other applicable provisions of this Agreement. The conveyance of land under this Agreement shall be as follows:

A. Purchase Price. The total aggregate purchase price to be paid to the City by the Developer for the Redevelopment Property shall be the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00), (the "**Purchase Price**"). Within five (5) business days after the Effective Date of this Agreement, the attorneys for the City and the Developer shall establish an escrow account with Chicago Title Insurance Company ("**Title Company**"), and the Developer shall deposit the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) as an earnest money deposit hereunder (the "**Deposit**"), which Deposit will be held by the Title Company pursuant to the terms of the Title Company's standard form of strict joint order escrow agreement and shall be applied to the Purchase Price at Closing (defined below). Within five (5) business days after Developer deposits the Deposit, the City shall return to Developer the \$10,000 draft submitted by the Developer and held by the City as the Proposal deposit. Prior to expiration of the Inspection Period, the Deposit is refundable to the Developer. The Deposit shall be held

and disbursed by the Title Company in accordance with the terms herein and the parties agree to promptly direct the Title Company to disburse the Deposit in accordance with such terms. Provided that all conditions precedent to the Developer's and/or the City's obligations to close as set forth in this Agreement have been satisfied and fulfilled or waived in writing by the parties, and subject to the terms and conditions of this Agreement, the Purchase Price, plus or minus the prorations and adjustments set forth herein, shall be paid to the City at Closing.

B. Closing. The purchase and sale contemplated hereby shall be consummated at a closing ("*Closing*") to take place at the office of the Title Company on or before thirty (30) days after expiration or waiver by the Developer of the Investigation Period, Zoning Contingency Period and Permit Contingency Date, as provided below ("*Closing Date*"), provided the Developer has not terminated this Agreement pursuant to the right to do so contained herein. The risk of loss of all or any portion of the Redevelopment Property shall be borne by the City up to and including the actual time of the Closing and payment of the Purchase Price to the City, and thereafter by the Developer.

C. City Closing Contingencies. The City currently holds title to the Property. So long as the Developer is not in default of any provision of this Agreement, the City agrees, subject to the terms and conditions in this Agreement, to convey the City Property to the Developer, conditioned upon the following (the "*Closing Contingencies*"):

(i) The Developer has secured any and all zoning entitlements, variances, subdivision approvals, and building, demolition and other necessary permits from the City, state, county and any other regulatory body required for construction of the Project;

(ii) Developer shall provide to the City, prior to Closing, evidence reasonably satisfactory to the City of binding financing sufficient to fund at least eighty percent (80%) of the Developer's estimated Project Budget (the "*Required Funding*"). Such evidence shall consist of one or more of the following (either alone or in combination): (a) an unconditional firm commitment letter from a construction lender for debt financing in an amount sufficient to fund required construction costs (the lender's commitment must be on commercially reasonable terms and not subject to Developer-only conditions precedent); (b) irrevocable letters of credit or cash in Developer's deposit account in an amount equal to the Required Funding; (c) executed equity subscription agreements or binding grant agreements that are unconditional and payable to Developer within ninety (90) days after Closing and, in the case of pledges, only to the extent secured by an irrevocable letter of credit, escrow deposit, or other security acceptable to the City. For the avoidance of doubt, unsecured mere statements of intent, unexecuted pledges or fundraising projections shall not constitute acceptable Proof of Financing. Developer's lenders may provide customary carve-outs for delays in funding attributable to lender conditions; such carve-outs shall not reduce the Required Funding unless approved in writing by the City.

(iii) On the Closing date, the Developer shall simultaneously close any financing and be in a position to immediately commence construction of the Project.

D. City Conveyance. Subject to the satisfaction of all of the Closing Contingencies, the City shall convey to the Developer merchantable, insurable, fee simple title to the Property by Special Warranty Deed in a form which is mutually satisfactory to the City and the Developer. The conveyance of the Property shall be closed through a New York style deed and money escrow with the Title Company (as hereinafter defined) serving as escrow agent. Not less than two (2) days before the Closing date, the City and the Developer will execute the standard form of New York style deed and money escrow instructions then in use by the Title Company, modified as necessary to conform to the terms of this Agreement. The attorneys for the City and the Developer are authorized to execute the escrow agreement and amendments thereto and all directions or communications thereto, as well as any other documents necessary to effectuate the conveyance of the Property. All fees and costs of the escrow shall be split equally between the City and the Developer. The Developer shall have the right to possession thereof at the time of Closing or conveyance. All assessments, general or special, which are due and payable in arrears after the Closing, and assessments for improvements completed prior to such Closing but payable after such Closing shall be prorated at such Closing. Ad valorem real estate taxes for the Property, if not otherwise exempt, will be prorated at 105% of the most current available assessed value, equalization factor and tax rate between the Developer and the City as of the Closing date. The City's portion of the prorated taxes will be credited to the Developer at Closing as an adjustment to the Purchase Price. If the assessment(s) for the year of Closing and/or prior years are not known at the Closing date, the prorations will be based on taxes for the previous tax year. Such other items that are customarily prorated in transactions of this nature, if any, shall be ratably prorated. For purposes of calculating prorations, the Developer shall be deemed to be in title to the Property on the Closing date. All such prorations shall be made on the basis of the actual number of days of the year and month, which shall have elapsed as of such Closing date. The amount of the ad valorem real estate tax proration shall be adjusted in cash after such Closing as and when the final tax bill for such period(s) becomes available. The City and the Developer agree to cooperate and use their diligent and good faith efforts to make such adjustments no later than sixty (60) days after such information becomes available.

Section 6.2. Title and Survey.

A. Title Commitment. Within fifteen (15) days after the Effective Date, City will deliver to Developer a commitment for an owner's title insurance policy (2006 Form B) ("**Title Commitment**") issued by Chicago Title Insurance Company (the "**Title Company**") in the amount of the Purchase Price, covering title to the Property on or after the Effective Date, showing title in the City, accompanied by all recorded documents affecting the Property, with commitment for full extended coverage. The City agrees to reasonably cooperate with Developer in connection with the issuance by the Title Company of an ALTA 3.2 Endorsement (the "**Endorsement**"), if Developer elects to pursue such Endorsement. The issuance of the Endorsement, and the City's cooperation therewith, shall be at the sole cost and expense of Developer and shall not require the City to incur any financial obligation or liability. The City's cooperation obligations hereunder shall be

limited to providing existing public records, certifications, and/or standard zoning letters consistent with applicable law as may be reasonably necessary for the Title Company to issue the Endorsement.

B. Survey. The City has provided its existing survey(s) of the Property. During the Zoning Contingency Period, Developer shall obtain a plat of survey of the Property ("**Survey**"), prepared by a licensed or registered land surveyor in accordance with ALTA/ACSM land title survey standards, certified to Developer, the Title Company and Developer's lenders.

C. Correction of Title and Survey Defects. Within fifteen (15) days after receipt of the Title Documents and Survey, the Developer shall provide to the City in writing a specific list of the Developer's objections to any of them ("**Title Objections**"). Any item constituting an encumbrance upon or adversely affecting title to the Property which is not objected to by the Developer in writing by such time shall be deemed approved by the Developer and shall constitute a Permitted Exception (as hereinafter defined). Any mortgages, security interests, financing statements, or any other lien recorded against the Property following the Agreement Date with the consent or acquiescence of the City are collectively referred to as the "**Consensual Liens**" and none of such Consensual Liens shall constitute, be or become Permitted Exceptions. The City shall cause all Consensual Liens, if any, to be paid and discharged in full at Closing and in the event the City fails to do so, the Developer shall have the right to deduct and apply so much of the Purchase Price as is reasonably required to do so. The phrase "**Permitted Exceptions**" shall mean those exceptions to title set forth in the Commitment, Title Documents and Survey and accepted or deemed approved by the Developer pursuant to the terms hereof, except Consensual Liens as provided above, which shall not constitute Permitted Exceptions. The City shall have the right, but not the obligation, for a period of twenty-one (21) days after receipt of the Developer's Title Objections (the "**Cure Period**") to cure (or commit to cure at or prior to Closing) by delivery of written notice thereof to the Developer within the Cure Period any or all Title Objections contained in the Developer's notice. If any such Title Objections are not cured (or, if reasonably capable of being cured, the City has not committed to cure same at or prior to Closing) within the Cure Period, or if the City sooner elects not to cure such Title Objection by written notice to the Developer, the Developer shall have until the earlier of the expiration of the Cure Period or five (5) days after the receipt of such written notice ("**Election Period**") within which to give the City written notice that the Developer elects either (i) to waive all such uncured objections (in which case the uncured objections shall become Permitted Exceptions); or (ii) terminate this Agreement. If Developer fails to deliver written notice within the Election Period, Developer shall be deemed to have elected to accept title subject to the uncured Title Objections, which shall become Permitted Exceptions, and this Agreement shall proceed to Closing in accordance with the terms hereof. Termination under this Section shall be without penalty to either Party, except that the Parties' obligations which expressly survive termination shall remain in effect.

D. General Title and Survey Provisions. City will pay any fee the Title Company charges for issuing the Title Commitment, including any date down fee, and will also pay the premium the Title Company charges for the Owner's title insurance policy, with extended coverage. Developer will pay its standard buyer's title charges, all loan

policy premiums and recording fees for the deed conveying the Property and Developer's mortgage documents, and all other title insurance endorsements that Developer requests.

Section 6.3. Closing and Reconveyance Deed.

A. Closing. At Closing, the City and/or the Developer, as is customary, shall deliver or cause to be delivered the following, in form and substance reasonably acceptable to the Parties:

(i) A Special Warranty Deed, executed by the City, in recordable form, conveying the Property to the Developer;

(ii) An Affidavit of Title and ALTA Statement;

(iii) A title policy (or "marked up" title commitment) issued by the Title Company dated as of the date of Closing in the amount of the Purchase Price, with extended coverage, at the City's cost, and such endorsements as the Developer shall require, at the Developer's cost, and said title policy or "marked up" commitment shall be otherwise in accordance with the requirements herein (it being understood that both Parties will provide any certificate or undertakings required in order to induce the Title Company to insure for any "gap" period resulting from any delay in recording of documents or later-dating the title insurance file);

(iv) Completed City, State and County Transfer Declarations marked exempt;

(v) Reconveyance Special Warranty Deed ("*Reconveyance Deed*") executed by the Developer to the City, and to be held by the City, substantially in the form attached hereto as Exhibit D, providing for the possible reconveyance to the City as provided for in Section 14.3.C of this Agreement; and

(vi) Such other documents and instruments as may reasonably be required by the Title Company, and which may be necessary to consummate this transaction and to otherwise effect the agreements of the Parties hereto.

B. After conveyance, the City and the Developer shall execute and deliver to the other such further documents and instruments as either the City or the Developer shall reasonably request to effectuate this Agreement. In the event of a failure to close the sale of the Property on or before the earlier of _____, 20____, or thirty (30) days after the satisfaction of the latest to occur of the Closing Contingencies, whichever is earlier, either Party shall, by written notice to the other, have the right to terminate this Agreement.

Section 6.4. As-Is Condition of the Property. This Agreement is an arms-length agreement between the Parties. Except as expressly provided herein to the contrary, the conveyance of the Property to the Developer is "as is, where is, and with all faults" and reflects the agreement of the Parties that there are no representations, disclosures, or express or implied warranties. **SUBJECT TO THE TERMS OF THIS AGREEMENT, THE DEVELOPER IS PURCHASING THE PROPERTY AND, EXCEPT AS SET FORTH HEREIN, THE PROPERTY SHALL BE CONVEYED AND TRANSFERRED TO THE DEVELOPER "AS IS, WHERE IS, AND WITH ALL FAULTS," AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE CITY.**

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING EXCEPT AS SET FORTH HEREIN, THE CITY HAS NOT MADE, AND DOES NOT AND WILL NOT MAKE WITH RESPECT TO THE PROPERTY, ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY, BUILDABILITY, MORTGAGEABILITY OR MARKETABILITY OF THE PROPERTY, OR THE PRESENCE OF HAZARDOUS MATERIALS THEREIN, THEREON, OR THEREUNDER, WHICH WARRANTIES ARE HEREBY DISCLAIMED.

7. DEVELOPER COMMITMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES. In consideration of the City's substantial commitment to the redevelopment of the Property and its commitments contained in this Agreement, the Developer agrees, represents, warrants and covenants with and to the City as follows and elsewhere in this Agreement:

Section 7.1. Construction of the Project.

A. Pursuit of the Project. All work must be conducted in a good and workmanlike manner and with due dispatch. All materials used for construction on the Property will be in accordance with the specifications for the work to be performed. Once commencement of construction is authorized pursuant to this Agreement, the Developer must pursue, or cause to be pursued, all required development, demolition, construction, and installation of structures and buildings on the Property in a diligent and expeditious manner, in substantial compliance with the Final Plans, in strict compliance with all Requirements of Law. Without limitation, the Developer will conduct all construction work on the Property in full compliance with the City's permitted construction work hours regulations.

B. Contracts for Work on Property. The Developer must include in every contract for work on the Property (by change order or written amendment if necessary) terms requiring the contractor and its subcontractors to prosecute the work diligently, and in full compliance with, and as required by or pursuant to, this Agreement and the Requirements of Law, until the work is properly completed, and terms providing that the Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

C. Applications for and Issuance of Permits and Approvals.

(i) The Developer shall apply for, diligently pursue and secure all required permits and approvals for the Project pursuant to the Project Schedule.

(ii) The City shall cooperate with the Developer in approving necessary permits after submission of a complete application, which complies in all respects with all applicable Requirements of Law and this Agreement.

(iii) Should the City reject any submitted building permit applications for failure to comply with the Final Plans or applicable Requirements of Law, the Developer shall, within twenty-one (21) business days, or such other reasonable

time, after receiving written notice thereof, cause new or corrected documents to be prepared and submitted to the City. This process, within the time frames herein stipulated, shall be repeated as often as may be necessary until the documents are in compliance with the Final Plans and applicable Requirements of Law, except that all submittals after the initial submittal shall be reviewed by the City within such shorter period as may be reasonably practical.

(iv) Any errors or omissions of the City in the review of and comments provided in response to the submittals shall not constitute a waiver of the application of the City Code related to the Project.

(v) In addition to every other remedy permitted by law for the enforcement of this Agreement, the City has the absolute right to withhold the issuance of any building permit, temporary certificate of occupancy, or final certificate of occupancy for the Property at any time when Developer has failed or refused to meet fully any of its obligations under, or is in violation of, or is not in full compliance with, the terms of this Agreement or the Requirements of Law.

D. City Inspections and Approvals. All work on the Property will be subject to inspection and approval by City representatives at all times, subject to safety rules on the Property.

E. Permits and Approvals. As part of and prior to Closing, the Developer shall prepare, file and secure approval by the City of any and all required plats of consolidation, resubdivision, or vacation as may be required by City Code, or otherwise, for the Project. After closing and for the term of this Agreement, the Developer will apply for and will maintain all government permits, certificates, and consents (including appropriate environmental approvals) necessary to conduct its business and to construct and complete its obligations as required by this Agreement.

G. Construction Staging and Management. In the event the Developer elects to park and stage construction equipment, materials and vehicles other than on the Property, the City shall have the right to reasonably approve such locations. The Developer shall stage its construction of the Project to avoid to the fullest extent possible any such community disruption. The City reserves the right to designate certain prescribed routes of access to the Property for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces, to the extent practicable; provided, however, that the designated routes must not: (a) be unreasonably or unduly circuitous; nor (b) unreasonably or unduly hinder or obstruct direct and efficient access to the Property for construction traffic. At all times during the construction of the structures and Improvements, Developer must: (a) keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards; and (b) repair any damage caused by construction traffic.

H. Damage to Public Property. Developer must maintain the Property and all streets, sidewalks, and other public property in and adjacent to the Property in a good and clean condition at all times during the development of the Property and construction of the Development. Further, Developer must: (1) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by Developer or any agent of or contractor hired by, or on behalf of, Developer; and (2) repair

all damage caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.

I. Obstructions of Public Property; Liquidated Damages. Within three (3) hours after notice from the City that one or more streets, sidewalks, or other public property affected by the Project are not satisfactorily clean during a 24-hour period, the Developer will take steps to remedy the complaint. In the event that the Developer fails three (3) times during the term of this Agreement to remedy a complaint under this Section with regard to properly cleaning a street, the Developer, upon the fourth violation, shall pay the City the sum of Seven Hundred Fifty Dollars (\$750.00) for the fourth and each such subsequent violation as liquidated damages and not as a penalty, it being understood and agreed by the Parties that it would be difficult to quantify the damages sustained by the City and the public from repeated violations of this Section. Each day that such a condition persists shall constitute a separate complaint and violation. The payment of liquidated damages under this Section shall not be construed as granting the Developer the right, privilege, or option to continue, repeat, or maintain any obstruction or failure to clean public property, nor shall it limit or waive the City's right to pursue any other remedy available at law or in equity.

Section 7.2. Representations and Warranties of the Developer.

A. The Developer hereby represents and warrants that it is an Illinois limited liability company duly organized and existing and in good standing under the laws of the State of Illinois and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. The Developer is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To the Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against the Developer which would result in any material and adverse change to the Developer's financial condition, or which would materially and adversely affect the level of the Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of the Developer to proceed with the construction and development of the Project. 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 an Illinois limited liability company, so long as the Developer maintains an interest in the Property or has any other remaining obligations pursuant to the terms of this Agreement. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by Developer of this Agreement.

B. The Developer hereby represents and warrants that neither the execution and delivery of this Agreement by the Developer, the consummation of the transactions contemplated hereby by the Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the Developer conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the Developer (with the Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which the Developer or any of its partners or venturers is now a party or by which the Developer or any of its partners or its venturers is bound, or constitutes a default 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 of the Developer, any related party or any of its venturers under the terms of any instrument or agreement to which the Developer, any related party or any of its partners or venturers is now a party or by which the Developer, any related party or any of its venturers is bound.

C. The Developer hereby represents and warrants that it has sufficient financial and economic resources to implement and complete the Developer's obligations contained in this Agreement. Developer has not experienced a materially adverse change in the business, financial position or results of its operations that could reasonably be expected to adversely affect Developer's ability to perform its obligations pursuant to this Agreement.

D. The Developer hereby represents and warrants that it shall comply with all Requirements of Law.

E. The Developer represents and warrants that it shall comply in all material respects with all terms, provisions and conditions, and that it shall not default or permit a continuing default under any document or agreement relating to the Project or the financing and development of the Project, including but not limited to this Agreement, and all agreements and documentation executed and delivered in connection with any financing or loans for the Project, a default under which would have a material adverse effect on the sales tax revenue generated thereby to the City.

F. The Developer agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Developer's sound legal discretion.

G. The Developer hereby represents and warrants that no officer, member, manager, stockholder, employee or agent, or any other Person connected with the Developer, has knowingly made, offered or given, either directly or indirectly, to any member of the corporate authorities, or any officer, employee or agent of the City, or any other Person connected with the City, 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 City, to the extent prohibited under applicable law.

H. The Developer hereby represents and warrants that, as of the date of this Agreement, the cost of the Project is anticipated to be not less than the Project Budget.

8. UNDERTAKINGS AND COVENANTS OF THE DEVELOPER.

Section 8.1. Undertakings and Covenants on the Part of the Developer. All undertakings on the part of the City pursuant to this Agreement are subject to satisfaction of the following conditions by the Developer on or before the dates provided for below, or as otherwise specifically hereinafter stated:

A. The Developer shall have certified to the City that there exists no material default under this Agreement, beyond any applicable cure period set forth herein, or any agreement, guaranty, mortgage or any other document which the Developer has executed in connection with the Project, beyond any applicable cure period set forth therein, that affects or that may affect the Developer's ability to complete the Project on the Property,

and that the Developer has not received any notice of any violation of the City Code, or of any Requirements of Law, as well as any ordinances and resolutions of the City pertaining to the Project which by their respective terms are to have been complied with prior to the completion of the Project.

B. The Developer and the City each represent to the other that it has not engaged the services of any finder or broker with respect to the purchase of any land related to the Project and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisitions of any portion of the Property, and each agrees to hold the other harmless from such commissions or fees as are found to be due from the Party making such representations.

C. In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the Parties, the Developer or an authorized managing member thereof shall submit a sworn affidavit to the City disclosing the identity of every owner and beneficiary who has any interest, real or personal, in the Project, and every shareholder entitled to receive more than 7 ½ % of the total distributable income of any corporation after having obtained such an interest in the Project or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the Developer or its managing agent that there is no readily known individual who has a greater than 7 ½% interest, real or personal, in the Developer or the Project. The sworn affidavit shall be substantially similar to the one described in Exhibit C, attached hereto and made a part of this Agreement. Said affidavit shall be updated, as necessary.

D. To the best of its knowledge, the City has delivered or made available to the Developer copies, if any, of all environmental reports, violation notices, fire inspections, engineering and inspection reports and studies, surveys, or other information relating to the Property that the City has in its files, if any (the "**Reports**"). The City makes no warranties or representations regarding the contents of such Reports. The Developer acknowledges that it shall not rely on the Reports or the information contained and has conducted or shall conduct its own continuing environmental due diligence with respect to all matters and information otherwise relating to the Property and the environmental condition thereof. The City makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Property of any toxic or hazardous substances or wastes, pollutants or contaminants (including asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**"), 42 U.S.C. §§ 961-9657, as amended) (collectively, the "**Hazardous Substances**"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Property, as well as any activity claimed to have been undertaken on or in the vicinity of the Property that would cause or contribute to causing (1) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Redevelopment Agreement within the ambit of, the Resource Conservation and Recovery Act of 1976 ("**RCRA**"), 42 U.S.C. § 691 *et seq.*, or any similar state law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes

or substances, pollutants or contaminants, from the Property within the meaning of, or otherwise bring any Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, or any similar state law or local ordinance. Further, the City makes no warranties or representations regarding, nor does the City indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Project of any substances or conditions in or on the Property that may support a claim or cause of action under RCRA, CERCLA, or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The City makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Property, or whether any above or underground tanks have been located under, in or about the Property and have subsequently been removed or filled. With respect to the conveyance of the Property by the City to the Developer, the Developer agrees to accept such conveyance on an "AS-IS" "WHERE-IS" basis. The Developer (i) waives and releases any and all claims against the City for indemnification, contribution, reimbursement or other payments arising under federal, state and common law or relating to the environmental condition of the Property, and (ii) holds harmless and indemnifies the City against any and all loss, damage, claims, demands, suits, costs, expenses (including reasonably attorney fees) whatsoever arising or in any way related to the environmental condition and/or remediation of any contamination of the Property.

9. RESERVED.

10. REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

Section 10.1. Organization and Authority. The City is a municipal corporation duly organized and validly existing under the laws of the State of Illinois, is a home rule unit of government, and has all requisite corporate power and authority to enter into this Agreement.

Section 10.2. Authorization. The execution, delivery and the performance of this Agreement and the consummation by the City 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 City, (ii) require no other consents, approvals or authorizations on the part of the City in connection with the City'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 City is subject.

Section 10.3. Litigation. To the best of the City's knowledge, there are no proceedings or claims pending or threatened against or affecting the City in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement.

Section 10.4. Leases and Service Contracts. The Property is not subject to any verbal or written lease agreements or service contracts.

Section 10.5. Code Violations and Fire Inspection. The City has not issued or prepared any notice of building code violations, applicable to the existing fire sprinkler system, or notification equipment, that has not been previously remediated. Further, the City has not performed an inspection on the premises that has disclosed any code violations not disclosed to the Developer. This Section does not eliminate or reduce Developer's obligations under this Agreement, including those set forth in Section 4.1 C.

11. INSURANCE.

Section 11.1. Project Insurance. The Developer, and any successor in interest to the Developer, shall, after conveyance of the portions of the Property to be conveyed to the Developer under this Agreement, until construction of the Project is complete, obtain or cause to be obtained and continuously maintain insurance on the Project and, from time to time at the request of the City, furnish proof to the City that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain:

A. From the commencement of any construction of the Project until the Final Completion Date, Developer shall procure and maintain:

(i). *Workers Compensation and Employers Liability Insurance.* Worker's Compensation Insurance, in accordance with the laws of the State of Illinois, with statutory limits covering all employees providing services under this Agreement and Employer's Liability Insurance with limits not less than \$1,000,000.00 each accident or illness.

(ii) *Commercial General Liability Insurance.* Commercial General Liability Insurance with not less than \$3,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage, and personal injury, including, but not limited to, coverage for premises/operations, products/completed operations, broad form property damage, independent contractors, contractual liability, and explosion/collapse/underground hazards. The City is to be named as an additional insured on a primary, non-contributory basis.

(iii) *Automobile Liability Insurance.* Commercial Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles, including the loading and unloading thereof, with limits not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

(iv) *All Risk/Builders Risk.* When Developer undertakes any construction, Developer must provide or cause to be provided All Risk/Builders Risk Insurance at replacement costs for materials, supplies, equipment, machinery and fixtures that are or will be part of the Project. The City is to be named as an additional insured and loss payee if applicable.

(v) *Valuable Papers.* When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount sufficient to pay for the recreation, reconstruction, or restoration of any and all records related to the Project.

(vi) *Independent Contractors and Subcontractors.* Developer shall require all independent contractors and subcontractors to procure and maintain insurance as required and submit documentation of the maintenance of such insurance from time to time as required herein.

B. Unless otherwise provided above, all insurance policies required pursuant to this Agreement shall:

(i) Provide that the insurance policy may not be suspended, voided, canceled, non-renewed, or reduced in coverage or in limits without sixty (60) days' prior written notice by certified mail, return receipt requested, to the City;

(ii) Be issued by a company or companies authorized to do business in the State of Illinois with a Best's rating of no less than A:VII;

(iii) Waive all rights of subrogation of insurers against the City, its employees, elected officials, and agents; and

(iv) Specifically name Developer and City named insureds.

C. Within thirty (30) days of the Effective Date, Developer shall furnish the City with a certificate(s) of insurance effecting coverage as required under this Section 11. In addition, Developer shall annually furnish the City copies of receipts for payments of premiums regarding such policies. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the Agreement. The failure of the City to obtain certificates or other insurance evidence is not a waiver by the City of any requirements for Developer to obtain and maintain the specified coverages. Non-conforming insurance constitutes an Event of Default.

D. Any deductibles or referenced insurance coverages must be borne by Developer or its independent contractors or subcontractors.

E. The insurance requirements set forth in this Section 11 shall in no way limit or be used to offset against Developer's indemnification obligations under this Agreement.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY.

Section 12.1. Indemnification. The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "*Indemnified Parties*") shall not be liable for and agrees to indemnify, hold harmless, and at the election of the City defend with counsel of the City's choice, the Indemnified Parties against any loss, damage, claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer and its officers, employees, agents and/or contractors (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project ("*Indemnified Claims*"); provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

Section 12.2. Limitation of Liability. No recourse under or upon any obligation, covenant or condition in this Agreement, or for any claim based thereon or otherwise related thereto, shall be had against the City, or its officers, officials, agents and/or employees, in any amount in excess of any specific sum agreed by the City to be paid to the Developer hereunder, subject to the terms and conditions set forth herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by, the City, or its officers, officials, agents and/or employees, in excess of such amounts and any and all such rights or claims of the Developer against the City, or its officers, officials, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

Section 12.3 City Review. Developer acknowledges and agrees that the City is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans for the Development or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Development or the Improvements, and that the City's review and approval of any plans and Improvements, and issuance of any approvals, permits, certificates, or acceptances, does not, and will not, in any way, be deemed to insure Developer or any of its successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

Section 12.4 City Procedures. Developer acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement, and Developer agrees not to challenge such approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

Section 12.5 City Defense Expenses. Developer, only as to its own acts or omissions, must, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the Indemnified Claims.

13. MORTGAGES, SALES, TRANSFERS, AND ASSIGNMENTS PRIOR TO PROJECT COMPLETION.

Section 13.1. RESTRICTION UPON SALES, TRANSFERS, AND ASSIGNMENTS. Prior to the Final Completion Date, the Developer may not, without the prior written consent of the City, which consent shall be in the City's sole and absolute discretion: (a) directly or indirectly sell, transfer or otherwise dispose of the Property or any part thereof or any interest therein or the Developer's controlling interests therein (including a transfer by assignment of any beneficial interest under a land trust); or (b) directly or indirectly assign this Agreement. The Developer acknowledges and agrees that the City may withhold its consent under (a) or (b) above if among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Requirements of Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the Final Completion Date to anyone other than another principal party, without the prior written consent of the City, which consent shall be in the City's sole and absolute discretion. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer. The provisions of this Section 13 shall not prohibit the Developer from transferring or conveying the Property to an Illinois land trust of which the Developer is the sole beneficiary.

14. EVENTS OF DEFAULT AND REMEDIES.

Section 14.1. Developer Events of Default. The following shall be Events of Default with respect to this Agreement:

A. If any material representation made by the Developer in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the City 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.

B. Failure of the Developer to comply with any material covenant or obligation contained in this Agreement, or any other agreement, financing or otherwise, concerning the Project, the Property, or the existence, structure or financial condition of the Developer.

C. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer in an 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 any such decree or order unstayed and in effect for a period of thirty (30) consecutive days.

D. The Developer: (i) becomes insolvent; or (ii) is unable, or admits in writing its inability to pay, its debts as they mature; or (iii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iv) is adjudicated as bankrupt; or (v) files a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) files an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) applies to a court for the appointment of a receiver for any asset; or (viii) has a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of the Developer and such appointment shall not be discharged within thirty (30) days after his appointment or the Developer has not bonded against such receivership or appointment; or (ix) a petition described in (v) is filed against the Developer and remains pending for a period of thirty (30) consecutive days, unless the same has been bonded, and as a result thereof, the Developer ceases to operate; or (x) files any lawsuit, claim and/or legal, equitable or administrative action affecting the City's ability to collect any such sales tax revenue hereunder.

E. Failure to have funds to meet the Developer's obligations.

F. The Developer abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than thirty (30) consecutive days for any reason other than: (i) Uncontrollable Circumstances, (ii) if the Developer is ahead of its planned construction schedule on the Project Schedule, or (iii) work stoppage caused by an action or inaction of the City that is not in compliance with the terms of this Agreement.

G. The Developer materially fails to comply with any Requirements of Law in relation to the construction and maintenance of the buildings contemplated by this Agreement.

H. The Developer fails to pay real estate taxes or assessments affecting the Property or any part thereof when due, during the Term of this Agreement and after notice of proposed sale of forfeiture of the property for unpaid taxes.

I. The Developer causes any damage to real or public property that is not owned by Developer.

J. Developer is not, or ceases to be, a legal entity qualified to do business in the State of Illinois.

K. Developer permits, or does not take reasonable steps to prevent, criminal activity on the Property.

Section 14.2. City Events of Default. The following shall be Events of Default with respect to this Agreement:

A. If any representation made by the City in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Developer 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, however, that such default shall constitute an event of default only if the City does not remedy the default within thirty (30) days after written notice from the Developer.

B. Subject to Uncontrollable Circumstances, Default by the City in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the City; provided, however, that such default or breach shall constitute an event of default only if the City does not, within thirty (30) days after written notice from the Developer, initiate and diligently pursue appropriate measures to remedy the default, or if the City fails to cure such default within ninety (90) days of written notice of such default.

Section 14.3. Remedies of Default. In the case of an Event of Default hereunder:

A. Cure of Defaults. The defaulting party shall, upon written notice from the non-defaulting party, take immediate action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured within thirty (30) days, or if in the case of a non-monetary Event of Default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within a reasonable time, but in no event more than ninety (90) additional days after receipt of such notice, unless extended by mutual agreement, the non-defaulting 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 of the defaulting party's obligations under this Agreement.

B. Developer's Default Prior to Closing. In the case of an event of default by the Developer, and its failure to cure such default after due notice and within the time frames provided for in this Agreement, such failures occurring prior to conveyance of the Property, the City may, in addition to any other remedies at law or in equity, terminate this Agreement and upon such termination shall be relieved of its obligations under this Agreement, including but not limited to its obligation to convey any land to the Developer.

C. Developer's Default Subsequent to Closing; Reconveyance to City.

- (i) In the case of an event of default by the Developer, and its failure to cure such default after sixty(60) days written notice and within the time frames provided for in this Agreement, such failures occurring subsequent to conveyance of the Property but prior to the Final Completion Date, the City may, in addition to any other remedies at law or in equity, terminate this Agreement and re-enter and take possession of the Property or any portion thereof; terminate the estate, or any portion thereof, conveyed to the Developer, and re-vest title to the Property, or any portion thereof, in the City by recording the Reconveyance Deed; provided, however, the City's right to reconvey the Property to the City under this Section shall be limited by and shall not defeat, render invalid, or limit in any way, the lien or prior rights of any first mortgagee.
- (ii) Notwithstanding the foregoing, (i) the City shall not exercise any right to record or cause to be recorded a Reconveyance Deed that would extinguish, impair, lapse, or otherwise adversely affect the rights of any institutional first mortgagee who recorded a mortgage encumbering the Property after conveyance to Developer (a "**First Mortgagee**"), until (a) the City has delivered to such First Mortgagee written notice of the Event of Default and a reasonable opportunity (not less than thirty (30) days) to cure the monetary or non-monetary default that gave rise to the City's exercise of remedies, and (b) the City has obtained the prior written consent of such First Mortgagee or a written agreement from the First Mortgagee acknowledging the City's right to reconvey subject to the First Mortgagee's lien. In lieu of obtaining such consent, the City may, at its election, reconvey the Property subject to such First Mortgagee's lien and, upon any subsequent sale, recover and apply net proceeds in accordance with lien priority.
- (iii) If the Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the Property was owned by the Developer, and shall cause the release of all liens or encumbrances placed on the Property, with the exception of First Mortgagee's lien, during the period of time the Property was owned by the Developer. The Developer will cooperate with the City to ensure that should the City record the Reconveyance Deed, such recording is effective for the purposes of transferring title to the Property, or any portion thereof to the City by executing any customary transfer documents.
- (iv) Upon the re-vesting in the City of title to the Property, or any portion thereof, by the recording of the Reconveyance Deed, and subject to the rights of any First Mortgagee preserved under subsection (ii), the City may complete the Project or convey the Property, or any portion thereof, to a qualified and financially responsible party

reasonably acceptable to the First Mortgagee, who shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to the City, and otherwise comply with the covenants that run with the land as specified in Section 15.1.

- (v) If the City sells the Property or any portion thereof, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for: (a) costs and expenses incurred by the City (including salaries of personnel) in connection with the recapture, management and resale of the Property, or any portion thereof (less any income derived by the City from the Property, or any portion thereof in connection with such management); and (b) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and (c) any payments made (including reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and (d) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and (e) any other amounts owed to the City by the Developer. The Developer shall be entitled to receive any such remaining proceeds up to the amount of the Developer's equity investment in the Property. If there are any proceeds remaining after payment of the equity investment reimbursement to Developer under this section, then the City shall be entitled to receive any such remaining proceeds.
- (vi) Upon the Final Completion Date and provided the Developer has received an occupancy permit and has opened the business for customers, the City shall return to the Developer the unrecorded Reconveyance Deed.
- (vii) The provisions of this Section 14.3.C shall survive any and all termination of this Agreement regardless of the reason for such termination.
- (viii) Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

D. Default by City. In the case of an event of default by the City and its failure to cure such default after sixty (60) days written notice and within the time period provided for in this Agreement, in addition to any other remedies at law or in equity, the Developer

may terminate this Agreement and upon such termination shall be relieved of its obligations under this Agreement.

E. Position of Parties. In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the City shall continue as though no such proceedings had been taken.

Section 14.4. Attorney's Fees. In the event any action is commenced by either party to this Agreement for the interpretation or enforcement of this Agreement the prevailing party shall be entitled to reasonable attorney's fees and costs assessed against the non-prevailing party. In the event any action is commenced by any party who is not a party to this Agreement, each party shall pay its own attorney's fees in such action.

Section 14.5. No Waiver by Delay or Otherwise. Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement, including the City's right to reconvey under Section 14.3.C., 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 neither Party should be 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 with respect to any specific event of default be considered or treated as a waiver of the rights by the waiving Party of any future event of default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

Section 14.6. Rights and Remedies Cumulative. Except as may be specifically provided for in this Agreement, the rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same event of default.

15. USE OF THE PROPERTY AFTER THE PROJECT.

Section 15.1. Use Restrictions. For a period starting on the date of conveyance of the Property to the Developer and ending eight (8) years after the Final Completion Date of the Project, the Property shall be subject to the following covenants and restrictions, which covenants and restrictions shall survive the termination or expiration of this agreement.

A. Covenant Against Residential Use. Neither the Property nor any portion thereof shall be used for residential use, occupancy, or development. This prohibition includes the creation of one or more dwelling units to be used as a residence as well as any guest or itinerant housing such as hotels, extended stay hotels, and short-term residential rental uses.

B. Covenant Against Property Tax Exemption. With respect to the Property, in whole or in part, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee, or successor in interest to the Developer shall seek or authorize any exemption from property taxation as such term is used and defined in the Illinois

Constitution, Article IX, Section 6. This provision expressly does not apply to favorable or incentive property tax classifications that may be available pursuant to the Cook County Real Property Assessment Classification Ordinance, as amended from time to time, or to any historic preservation tax credit or reduction available under state statute.

Section 15.2 Waiver by City. The City may, in its sole and absolute discretion, waive or release either or both of the foregoing covenants, with or without the payment of consideration, prior to their expiration upon written notice to Developer and recordation of such waiver or release with the Office of the Cook County Clerk Recording Division.

16. MISCELLANEOUS PROVISIONS.

Section 16.1. Cancellation. In the event the Developer or the City shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, by the order of any court of competent jurisdiction, or in the event that all or any part of the ordinance adopted by the City in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other within sixty (60) days after such final decision. If the City terminates this Agreement pursuant to this Section 16.1, to the extent it is then appropriate, the City, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements provided. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to the Developer for buildings permitted and under construction to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

Section 16.2. 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: (a) personal service, (b) electronic mail between 9:00 a.m. and 5:00 p.m. CST Monday through Friday, (c) overnight courier, (d) registered or certified first class mail, postage prepaid, return receipt requested, or (e) priority mail with delivery confirmation.

If to City:

City of Rolling Meadows
Attn: City Manager
3600 Kirchoff Road
Rolling Meadows, Illinois 60008
Email: SaboR@cityrm.org

With a copy to:

Melissa M. Wolf
Storino, Ramello & Durkin
9501 Technology Blvd., Suite 4200
Rosemont, Illinois 60018
Email: Melissa@srd-law.com

If to Developer: [NAME]
Abide Group, LLC

Attn: Michael Schumann
Email: Schumann.Michael@gmail.com

With a copy to: Ralph J. Schumann, Attorney
1701 E. Woodfield Drive, Suite 1101
Schaumburg, IL 60173
Email: rjs@schumannlaw.com

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) 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.

Section 16.3. Time of the Essence. Time is of the essence of this Agreement.

Section 16.4. 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.

Section 16.5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

Section 16.6. Severability. If any provision of this Agreement, or any section, 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.

Section 16.7. Choice of Law, Venue and Waiver of Trial by Jury. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any legal proceeding of any kind arising from this Agreement shall be in the Circuit Court of Cook County, Illinois. The Parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy.

Section 16.8. Entire Contract and Amendments. This Agreement (together with the exhibits attached hereto) is the entire contract between the City and the Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and the Developer and may not be modified or

amended except by a written instrument executed by the Parties hereto, unless otherwise provided in this Agreement.

Section 16.9. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the City and the Developer or permitted assign, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the City or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or the Developer. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever, except as specifically provided otherwise herein.

Section 16.10. Waiver. Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 16.11. Cooperation and Further Assurances. The City and the Developer each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City or the Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 16.12. Covenants Run with the Land/Successors and Assigns. It is intended that the covenants, conditions, agreements, promises, obligations and duties of each party as set forth in this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenanted and the Redevelopment Project. Except as otherwise provided, such covenants shall terminate upon termination or expiration of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon each Developer and each Developer's respective successors, grantees and assigns, and upon successor corporate authorities of the City and successor municipalities. The Developer agrees that any sale, conveyance, or transfer of title to all or any portion of the Property from and after the date hereof shall be made subject to such covenants and restrictions so long as they shall remain in effect. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of: (1) the rule against perpetuities or some analogous statutory provision; (2) the rule restricting restraints on alienation; or (3) any other statutory or common law rules imposing time limits, then the affected privilege or right will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

Section 16.13. Recording. The City is authorized to record this Agreement against the Property, at the sole cost and expense of Developer, with the Office of the Cook County Clerk Recording Division, promptly following the full execution of this Agreement by the Parties and prior to the Closing on the Property.

Section 16.14. No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any person to create the relationship of a partnership, agency or joint venture between or among such Parties.

Section 16.15 No Personal Liability of Officials of the City or the Developer. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the corporate authorities, City Manager, any elected official, officer, partner, member, director, agent, employee or attorney of the City or the Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the City or the Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

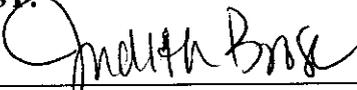
Section 16.16. Party Costs. Except as otherwise provided, each party shall be solely responsible, and each party hereby waives any claims against the other, for any and all costs and expenses incurred as a result of negotiating and entering into this Agreement and the undertakings associated therewith, including zoning entitlements resulting in the Final Plans.

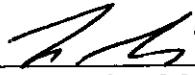
[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

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

CITY:
CITY OF ROLLING MEADOWS,
An Illinois municipal corporation

ATTEST:

By: 
Judith Brose, Deputy City Clerk

By: 
Lara Sanoica, Mayor

[CITY SEAL]



DEVELOPER:
Abide Group, LLC
An Illinois limited liability company
By: _____
Michael Schumann,
its Manager

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Lara Sanoica, personally known to me to be the Mayor of the City of Rolling Meadows, Cook County, Illinois, and Judith Brose, personally known to me to be the Deputy City Clerk of said municipal corporation, 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 severally acknowledged that as such Mayor and Deputy City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Mayor and City Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of December, 2025.

Debra J. Austerlade

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael Schumann, personally known to me to be the Manager of Abide Group, LLC, an Illinois Limited Liability Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager he signed and delivered the said instrument, as his/her free and voluntary act, and as the free and voluntary act and deed of said Illinois limited liability company, for the uses and purposes therein set forth.

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

Notary Public

INDEX OF EXHIBITS

Exhibit A	Legal Description of Property
Exhibit B	Project Schedule
Exhibit C	Disclosure Affidavit
Exhibit D	Reconveyance Deed



EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Legal Description:

PARCEL 1:

THAT PART OF LOT "S" IN ROLLING MEADOWS UNIT NO. 8, BEING A SUBDIVISION IN THAT PART OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF KIRCHOFF ROAD ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 1608437, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY LINE OF SAID LOT "S" 185.00 FEET SOUTHERLY OF THE NORTHEASTERLY CORNER OF SAID LOT; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, 150.00 FEET; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 125.00 FEET; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, 150.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT; THENCE NORTHERLY ALONG SAID EASTERLY LINE 125.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT "S" IN ROLLING MEADOWS UNIT NO. 8, BEING A SUBDIVISION IN THAT PART OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF KIRCHOFF ROAD ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 1608437, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY LINE OF SAID LOT "S" 125 FEET SOUTHERLY OF THE NORTHEASTERLY CORNER OF SAID LOT "S"; THENCE WESTERLY ALONG A LINE 125.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT "S", 150.00; THENCE SOUTHERLY ALONG A LINE 150.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT "S", MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LOT "S", 60.00 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT "S", 150.00 FEET TO THE EASTERLY LINE OF SAID LOT "S"; THENCE NORTHERLY ON THE EASTERLY LINE OF SAID LOT "S", 60.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common street address: 3111-3113 Meadow Drive, Rolling Meadows, Illinois, 60008

Property Index Number(s): 02-36-105-006-000 and 02-36-105-038-0000

EXHIBIT B
PROJECT SCHEDULE

<u>Schedule Item</u>	<u>Date for Completion (After Effective Date)</u>
Inspections	45 days
Zoning Contingency Period	90 days
Project Permit Contingency Date	150 days
Closing	180 days
Commencement of Construction	On or before 30 days after Permitting
Temporary Certificate of Occupancy	On or before 365 days after Closing
Final Certificate of Occupancy & Completion of all Project Work	On or before 450 days after Closing

EXHIBIT C
DISCLOSURE AFFIDAVIT

State of Illinois) ss
County of Cook)

I, Michael Schumann, reside in the _____, County of Cook, State of Illinois, being first duly sworn and having personal knowledge of the below facts, swear to the following:

That I am over the age of eighteen and serve as Manager of the Abide Group, LLC (said entity being the "***Developer***").

That the Property in question has a common street address referred to as: 3111-3113 Meadow Drive, in the City of Rolling Meadows, County of Cook, State of Illinois, and with a Property Index Number(s) of 02-36-105-006-000 and 02-36-105-038-0000 (hereinafter "***Property***").

That I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the Redevelopment Agreement between the Developer and the City, state law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the City disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Property, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the Property after this transaction is consummated.

As the owner, authorized trustee, corporate official or management agent, I declare under oath that (choose one):

- (a) I am the sole member of the Company: or
- (b) The limited liability company is not publicly traded.

This instrument is made to induce the City to enter into the Redevelopment Agreement and in accordance with 50 ILCS 105/3.1.

Affiant: _____

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public

EXHIBIT D
RECONVEYANCE DEED

TO BE PREPARED AND INSERTED PRIOR TO CLOSING