



NOTICE AND AGENDA FOR
SPECIAL VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
MONDAY, AUGUST 24, 2026 AT 6:30 P.M.
VILLAGE OF MAYWOOD (GROCERY STORE BUILDING)
615 SOUTH 5TH AVENUE
MAYWOOD, ILLINOIS

THIS MEETING WILL BE CONDUCTED AS AN IN-PERSON MEETING.

Options to watch and listen to the public meeting:
Live Stream at Village Website Home Page via Village Facebook and YouTube platforms:
Go to www.maywood-il.org and click "Video on Demand".

AGENDA

1. Call to Order
2. Roll Call
3. Invocation
4. Pledge of Allegiance to the Flag
5. Approval of minutes- None
6. Oaths, Reports, Proclamations, Announcements and Appointments
7. COMMITTEE OF THE WHOLE AGENDA ITEMS
8. Finance Management Reports: None
9. Village President's Report
 - A. Status Report regarding: Public Hearing to be held on August 24, 2026 to discuss and consider a recommendation relative to an Economic Incentive And Tax Increment Allocation Financing Redevelopment Agreement for the Renovation of and Operation of the 615 South 5th Avenue Building as a Full-Service Grocery Store and a Grocery Store Lease to be Entered Into With Proposed Lessee / Operator Joseph's Fresh Markets, LLC d/b/a Living Fresh Market, or its assign.
10. Public Comments:
11. Village Manager's Report(s): None
12. Village Attorney Report: None
13. **PUBLIC HEARING PER ILLINOIS TAX INCREMENT ALLOCATION REDEVELOPMENT (TIF) ACT: 65 ILCS 5/11-74.4-4(c)**

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Agenda for TIF District Public Hearing to Consider Approval of a Grocery Store Lease and an Economic Incentive And Tax Increment Allocation Financing Redevelopment Agreement for the Renovation of and Lease of the 615 South 5th Avenue Building for the Operation as a Full-Service Grocery Store by Proposed Lessee / Grocery Store Operator Joseph's Fresh Markets, LLC d/b/a Living

Fresh Market, or its Assign

A. Call To Order

B. Roll Call

C. Acknowledgment Of The Public Hearing Notice Published In A Newspaper (Chicago Sun Times Newspaper: Publication Date on August 10, 2026).

D. Presentation by Proposed Lessee / Grocery Store Operator (Joseph's Fresh Markets, LLC d/b/a Living Fresh Market) of Operation of Full-Service Grocery Store at 615 South 5th Avenue Building.

E. Village Staff Status and Project Manager Reports Regarding Ongoing Renovation of and Proposed Operation of Full-Service Grocery Store at 615 South 5th Avenue Building.

F. Discussion by Village Attorney of the Terms of the Proposed Grocery Store Lease and Economic Incentive And Tax Increment Allocation Financing Redevelopment Agreement for the Renovation and Operation of the 615 South 5th Avenue Building as a Full-Service Grocery Store.

G. Confirmation of Receipt of Alternative Redevelopment Proposals and Discussion of Alternative Redevelopment Proposals.

H. Questions And Comments By Board Members.

I. Questions By The Public And Public Comment.

J. Final Questions And Comments By Board Members

K. Motion to Recommend that the Economic Incentive And Tax Increment Allocation Financing Redevelopment Agreement for the Renovation of and Operation of the 615 South 5th Avenue Building as a Full-Service Grocery Store and the Grocery Store Lease to be Entered Into With Proposed Lessee / Operator Joseph's Fresh Markets, LLC d/b/a Living Fresh Market be Placed as Agenda Items on the September 8, 2026 Maywood Village Board Meeting Agenda for Further Consideration and Action.

L. Motion To Close The Public Hearing.

14. VILLAGE BOARD AGENDA ITEMS-None

15. Omnibus Agenda Items: None

16. New Business Agenda Item(s): None

17. Old Business Agenda Item(s): None

18. Board of Trustees Comments/Information-None

19. For Information Only-None

20. Closed Meeting Session-None

21. Adjournment

cc: Mayor

Nathaniel George Booker

Trustees:

Isiah Brandon

Miguel Jones

Asia Ousley

Steven Smiley

Antonio Sanchez

Rahmaan "Ray" Williams

Village Clerk
Acting Village Manager

Tori-Love Garron
Lanya Satchell

The above Public Meeting restrictions are authorized by the Open Meetings Act, the CDC directive (social distancing guidelines) and the Illinois Governor's Disaster Proclamations (Restore Illinois Plan), and Executive Orders relating to the COVID-19 pandemic and his implementation of the "Restore Illinois" Plan and the mask mandate for individuals within indoor public places.

CHICAGO SUN-TIMES

Certificate of Publication

NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING REDEVELOPMENT AGREEMENT TO BE ENTERED INTO WITH JOSEPH'S FRESH MARKETS, LLC D/B/A LIVING FRESH MARKET FOR RENOVATION AND THE LEASE OF 615 SOUTH FIFTH AVENUE REAL PROPERTY FOR THE OPERATION OF A FULL-SERVICE GROCERY STORE LOCATED WITHIN THE MADISON STREET/FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT AND AN INVITATION TO SUBMIT ALTERNATIVE PROPOSALS IN RELATION THERE TO

Notice is hereby given that a public hearing will be held on Monday, August 24, 2026, at 6:00 p.m. in the Village of Maywood Grocery Store, 615 South Fifth Avenue, Maywood, Illinois (the "Public Hearing"), on a proposed Economic Incentive And Tax Increment Allocation Financing / Redevelopment Agreement and Grocery Store Lease for the renovation, lease and operation of a full-service grocery store located at the 615 South Fifth Avenue property within the Madison Street / Fifth Avenue Tax Increment Financing District, pursuant to the provisions of the "Tax Increment Allocation Redevelopment Act," 65 ILCS 5/11-74.4-1 et seq., as amended (the "TIF Act"). Copies of the proposed Redevelopment Agreement and Grocery Store Lease for the Project will be available for photocopying and public inspection as of Friday, August 14, 2026 in the Village Clerk's Office at 40 Madison Street, Maywood, Illinois, on weekdays from 8:30 A.M. to 5:00 P.M., except holidays.

The development area covered by the Redevelopment Agreement and Grocery Store Lease, commonly known as 615 South Fifth Avenue, is legally described as follows:

BUILDING AREA LEGAL DESCRIPTION

THAT PART OF LOTS 6 THROUGH 15, BOTH INCLUSIVE, VACATED 14.0 FOOT WIDE VACATED ALLEY AND VACATED WALNUT STREET IN BLOCK 99, LOTS 19 AND 20 IN BLOCK 106 ALL IN MAYWOOD, BEING A SUBDIVISION IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 11, AND THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF 4TH AVENUE THAT IS 3.20 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 15 IN BLOCK 99 IN MAYWOOD SUBDIVISION; THENCE SOUTHERLY ALONG THE WEST LINE OF 4TH AVENUE 27.16 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 15.20 FEET OF LOT 19 IN BLOCK 106 IN SAID MAYWOOD SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE 125.57 FEET TO A POINT ON THE EAST LINE OF THE 14.0 FOOT WIDE PUBLIC ALLEY, BEING ALSO THE WEST LINE OF SAID LOT 19; THENCE NORTHERLY ALONG THE EAST LINE OF SAID ALLEY TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF VACATED WALNUT STREET; THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH HALF OF VACATED WALNUT STREET 23.76 FEET TO A POINT THAT IS 115.81 FEET EAST OF THE EAST LINE OF 5TH AVENUE; THENCE NORTHERLY, PARALLEL WITH THE EAST LINE OF 5TH AVENUE 162.45 FEET TO A POINT ON A LINE THAT IS THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 3.20 FEET OF SAID LOT 15 IN BLOCK 99; THENCE EASTERLY ALONG SAID EXTENDED LINE AND THE SOUTH LINE OF THE NORTH 3.20 FEET OF SAID LOT 15 IN BLOCK 99, 149.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Part of Property Index Numbers (PINs): 15-11-336-018-0000 and 15-11-336-020-0000; and all of PIN: 15-11-336-006-0000.

PARKING LOT LEGAL DESCRIPTION

THAT PART OF LOTS 4 THROUGH 10, BOTH INCLUSIVE, LOTS 15 THROUGH 20, BOTH INCLUSIVE, VACATED 14.0 FOOT WIDE VACATED ALLEY AND THE NORTH HALF OF VACATED WALNUT STREET IN BLOCK 99 IN MAYWOOD, BEING A SUBDIVISION IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 11, AND THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF VACATED WALNUT STREET AND THE EAST LINE OF 5TH AVENUE; THENCE NORTHERLY ALONG THE EAST LINE OF 5TH AVENUE 199.79 FEET TO THE NORTH LINE OF THE SOUTH 7.6 FEET OF LOT 4 IN BLOCK 99 IN SAID MAYWOOD SUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH 7.6 FEET OF LOT 4 AND ITS EXTENSION EAST 139.55 FEET TO THE EAST LINE OF SAID VACATED 14.0 FOOT WIDE ALLEY; THENCE NORTHERLY ALONG THE EAST LINE OF A 14.0 FOOT WIDE PUBLIC ALLEY 98.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 20 IN BLOCK 99; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 20 125.54 FEET TO THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOTS 15 THROUGH 20 135.96 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 3.20 FEET OF SAID LOT 15; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 3.20 FEET OF LOT 15 AND ITS EXTENSION WESTERLY 149.29 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF 5TH AVENUE 162.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF VACATED WALNUT STREET; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTH HALF OF VACATED WALNUT STREET 115.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Part of Property Index Numbers (PINs): 15-11-336-018-0000 and 15-11-336-020-0000; and all of PIN: 15-11-336-003-0000.

Prior to and at the August 24, 2026 Public Hearing, all interested persons may file with the Village Clerk written comments and may present public comments at the August 24, 2026 meeting with respect to any issues regarding the proposed Redevelopment Agreement and Grocery Store Lease for the renovation, lease and operation of a full-service grocery store to be located within the Madison Street / Fifth Avenue Tax Increment Financing District. Public attendance at the August 24, 2026 meeting is encouraged and written comments are invited and can be sent in advance of the Public Hearing addressed to Tori Love-Garron, Maywood Village Clerk, 40 Madison Street, Maywood, Illinois, 60153 by hand delivery, by email delivery sent to tgarron@maywood-il.gov and ntkonegasy@maywood-il.gov or by facsimile delivery to (708) 681-8818.

The Village also invites alternative redevelopment proposals for the above property. To be eligible for consideration by the Village Board at the Public Hearing, such proposals must be addressed to Tori Love-Garron, Village Clerk, Village of Maywood, 40 Madison Street, Maywood, Illinois, 60153 and then submitted to the Village Clerk's Office by 1:00 P.M. on Friday, August 21, 2026 by one of the delivery methods noted in the above paragraph.

Mailed and Published by order of
the Corporate Authorities of the
Village of Maywood, Cook County, Illinois
Tori Love-Garron, Village Clerk
8/10/2026 W0022713

ATTESTATION OF PUBLIC LEGAL NOTICE

On Behalf of:

VILLAGE OF MAYWOOD
PUBLIC NOTICES, MISC NOTICES

Customer No: 100815

Ad No: W0022713

PO Number: LEASE OF 615 SOUTH FIFTH AVENUE

VILLAGE OF MAYWOOD
40 MADISON ST, MAYWOOD IL 60153

STATE OF ILLINOIS, COUNTY OF COOK:

Chicago Sun-Times does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, Pl.

As published in CHICAGO SUN-TIMES in the issue(s) of:

08/10/2026

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed by:



William Weibert
Senior Director Advertising

Date: AUGUST 10, 2026



MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik, Village Attorney
DATE: August 21, 2026
RE: Grocery Store Lease and Economic Incentive / Redevelopment Agreement for the Renovation and Use of the 615 South 5th Avenue Building as a Grocery Store (Joseph's Fresh Markets, LLC d/b/a Living Fresh Market)

I have enclosed the following document for your review and consideration during the August 24, 2026 TIF Public Hearing / Special Village Board Meeting:

1. Agenda For Public Hearing Regarding A Proposed Economic Incentive And Tax Increment Allocation Financing Redevelopment Agreement To Be Entered Into With Joseph's Fresh Markets, LLC D/B/A Living Fresh Market For The Renovation And Lease Of The 615 South 5th Avenue Property For The Operation Of A Full-Service Grocery Store Located Within The Madison Street / Fifth Avenue Tax Increment Financing District And Consideration Of Alternative Proposals In Relation Thereto.
2. Draft ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING REDEVELOPMENT AGREEMENT FOR THE RENOVATION AND LEASE OF THE 615 SOUTH 5TH AVENUE PROPERTY FOR THE OPERATION OF A FULL SERVICE GROCERY STORE LOCATED WITHIN THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT ("RDA").
3. Draft GROCERY STORE LEASE FOR THE OPERATION OF A FULL-SERVICE GROCERY STORE LOCATED AT THE 615 SOUTH FIFTH AVENUE REAL PROPERTY (Joseph's Fresh Markets, LLC d/b/a Living Fresh Market).
4. Publisher's Certificate (Chicago Sun Times Newspaper) confirming notice of the August 24, 2026 public hearing was published on August 10, 2026.

Joseph's Fresh Markets, LLC d/b/a Living Fresh Market ("Lessee / Grocery Store Operator") is the Village's preferred tenant and grocery store operator for this Project.

The draft RDA and draft Grocery Store Lease propose the following:

- A. The Lessee / Grocery Store Operator agrees to lease only the grocery store building from the Village, excluding the existing paved parking lot that is adjacent to the west and north sides of the building, with an attached loading dock, perimeter fencing, all fixtures and personal property attached to and within the Building.
- B. Due to the 1999 right-of-way vacation of a portion of Walnut Street adjacent to the south side of the grocery store building, the Village will assist will securing additional access rights to former Walnut Street to enhance access to the loading dock.

- C. The Village, who hired a Project Manager for this Project, is overseeing the grocery store building renovation and the Lessee / Grocery Store Operator is obligated to operate the renovated building as a full-service grocery store, which has an approximate 23,000 square feet of interior building area.
- D. The Grocery Store Lease extends for an initial term of ten (10) years ("Initial Term") with an option to renew the lease for another ten (10) year term ("First Renewal Term"). The option to renew the Grocery Store Lease is subject to the Village Board's sole discretion.
- E. The Grocery Store Lease is a "triple net lease", which means the Lessee / Grocery Store Operator pays the monthly rent, real estate property taxes, utilities and property and building insurance and routine maintenance costs associated with the interior and exterior of the building and equipment associated with the Lessee / Grocery Store Operator's use of the Building and equipment. The rent is estimated to be \$26,833.33 per month. The estimated Real Estate Property Taxes and the Operating Expenses ("CAM") are still being assessed and valued, but the Operator will be responsible for paying the actual costs of those items.
- F. If the Lessee / Grocery Store Operator does not operate a full-service grocery store at the property, then the Lease shall be subject to immediate termination, in the Village Board's sole discretion.
- G. The Village will retain ownership of the parking lot parcels adjacent to the Property and maintain those parcels as a public parking lot, which may be used by customers and employees of the grocery store as well as the public.
- H. The Opening Date for the Grocery Store is anticipated to be November 12, 2026.
- I. The economic incentives for this Project include:
 - a. \$2.5 Million "Food Desert" Grant funding.
 - b. Cook County Class 7B or 7D incentive for grocery stores and food deserts.
 - c. Use of Madison Street / Fifth Avenue TIF District Funds: Village has paid or will pay for 2026 Building Roof Repairs (\$389,786.00); Project Design and Construction Management Services (Phase 1 Services: \$6,000.00; Store Planning and Design Services: \$7,200.00; and Phase 2 Services: \$18,000.00); \$40,768.10 for the acquisition of grocery check-out lanes; \$233,726.81 for the purchase of refrigeration cases; \$92,815.00 for a replacement condenser and installation; \$34,859.00 for the purchase of commercial grocery store shelving; \$143,181.75 for the interior design build-out (including exposed ceiling, wall restoration, bakery/deli/butcher FRP paneling, restroom, restaurant, work); \$99,110.00 for the construction and installation of commercial grade flooring; and \$108,452.00 for a six-month short-term rental of refrigeration cases; and other necessary renovation costs, all of which will be reimbursed by the Food Desert Grant.

If there are any questions, please contact me.

Mike

Enclosures

- cc. Tori Love Garron, Village Clerk (w/ encls.)
- Lanya Satchell, Acting Village Manager (w/ encls.)
- Tracey Bey, Assistant to Village Manager (w/ encls.)
- Adrian Schaffer, Director of Economics, Innovation, and Sustainability (w/ encls.)
- Michele Kitch, Business Attraction and Retention Coordinator (w/ encls.)
- Bill Peterhansen, Village Engineer (w/ encls.)
- Michael A. Marrs, KTJ (w/ encls.)
- Carlos S. Arevalo, KTJ (w/ encls.)

**GROCERY STORE LEASE FOR THE OPERATION OF A FULL-SERVICE GROCERY STORE
LOCATED AT THE 615 SOUTH FIFTH AVENUE REAL PROPERTY
(Joseph's Fresh Markets, LLC d/b/a Living Fresh Market)**

THIS GROCERY STORE LEASE (the "Lease") is made as of _____, 2026, between the VILLAGE OF MAYWOOD, a home rule Illinois municipal corporation, ("Landlord" or "Landlord"), having an address of 40 Madison Street, Maywood, Illinois 60153, and JOSEPH'S FRESH MARKETS, LLC D/B/A LIVING FRESH MARKET, an Illinois limited liability company ("Tenant" or "Grocery Store Operator"), having an address of _____, _____, Illinois _____. The Landlord and the Tenant are referred to in this Lease individually at times as a "Party" and collectively at times as "Parties".

RECITALS:

- A. The Landlord owns certain real estate improved with a commercially zoned two-story masonry block and glass window building, formerly occupied and operated as a full service grocery store, that has approximately 23,000 square feet of interior floor space (the "Building") and a parking lot located at the southeast corner of Washington Street and 5th Avenue, bounded by Washington Street on the north, 4th Avenue on the east, 5th Avenue on the west and vacated Walnut Street on the south, commonly known as 615 South 5th Avenue, Maywood, Illinois and legally described in **Exhibit "1"** attached hereto and made a part hereof (the "Premises"). The Premises consists of Property Identification Numbers (PINs): Part of PIN 15-11-336-018-0000 and part of PIN 15-11-336-020-0000; all of PIN: 15-11-336-003-0000; part of PIN 11-15-336-018-0000 and part of PIN 11-15-336-020-0000 and all of PIN 11-15-336-006-0000. The portion of the Premises being leased to the Tenant by the Landlord, referred to as the "Leased Premises", is legally described on **Exhibit "1"** and is limited to the Building and includes only part of PIN 15-11-336-018-0000 and part of PIN 15-11-336-020-0000; and all of PIN 15-11-336-006-0000.
- B. The Tenant proposes to lease the Building, excluding the existing paved parking lot ("Municipal Parking Lot") that is adjacent to the west and north sides of the Building, but including the attached loading dock, all fixtures and personal property attached to and within the Building, in accordance with the terms and conditions of this Lease in order to operate a full-service grocery store (the "Grocery Store") within the existing non-storage areas of the Building (collectively referred to in this Lease as the "Leased Premises"). A "full-service grocery store", as used herein, is defined as a retail store open to the public that offers for sale a full line of groceries, baked good, fresh meats, dairy products, vegetables, fruits and packaged frozen goods as defined in Section 110.13 and 117.23(B) of the Maywood Village Code, including but not limited to offering a mix of the following: a butcher/meat counter, fresh seafood, floral products, a fresh food deli, household items (bathroom supplies, cleaning supplies, disposable cutlery and plates and drink cups), pet products, health and beauty aids and ancillary items that relate to the above described types of merchandise typically sold by grocer. A minimum of seventy percent (70%) of the Retail Floor Area (as defined below) of the Building shall be dedicated to the sale of food products and consumer goods and merchandise. The Municipal

Parking Lot shall be open to the public and available for use by the customers of the Grocery Store.

- C. In accordance with the terms of a Redevelopment Agreement, the Village agrees to renovate the exterior and interior of the Building in order to operate a modern full-service grocery store facility and agrees to make any necessary infrastructure improvements, including, but not limited to, installation of a drive-thru facility on the northside of the Building and related driveway access and 4th Avenue sidewalk and curb improvements to operate a drive-thru pharmacy, interior and exterior signage, interior painting, repair, replace and/or maintenance servicing of existing grocery store equipment and machinery (i.e., food display coolers, food freezers, shelving, business office equipment, computer monitors, forklift, elevator lift, movable storage bins and racks, etc.), repair, replacement, extension and installation of appropriate utility services (heating, cooling, electric, natural gas, water, security system, fire alarm and fire suppression, etc.), roof repairs, and the installation of fencing, exterior lighting and landscaping improvements to operate the Grocery Store, all as described in more detail in the Redevelopment Agreement (collectively, the "Project Improvements"). The Project Budget, including the funding sources for the completion of the Project Improvements, is attached to this Lease as **Group Exhibit "2"**. This Lease is an exhibit to the Redevelopment Agreement.
- D. The Village has retained Main Street Design and Retail Solutions, LLC (the "Project Manager") to oversee and manage the completion of the Project Improvements, which must be completed prior to the operation of the Grocery Store.
- E. The Landlord has obtained initial approval of a State of Illinois Food Desert Grant from the Illinois Criminal Justice Information Authority (UEI#: 74381526 (Duns) NPFADU3GJVG3(UEI)) in the amount of \$2,500,000.00 (the "State Grant") and is contributing Madison Street / Fifth Avenue Tax Increment Financing (TIF) District funds, in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "TIF Act"), to pay for the completion of the Project Improvements. In the event that the State Grant is not appropriated and paid out by the State of Illinois to the Landlord or its State approval is revoked or conditioned on a later funding date, then upon written notice by the Landlord to the Tenant that the State Grant is not available to contribute to the completion of the Project Improvements, this Lease shall immediately terminate and be void and not enforceable. In the event of such a termination, the Parties shall no liability to each other for any pre-Lease costs and expenses incurred in negotiation of and preparation of this Lease and pursuit of the Project. If the State Grant is conditioned on a later funding date, then the Landlord, in its sole and exclusive discretion, may consider the approval of an updated version of this Lease at a later date once the State of Illinois confirms the funding of the State Grant for this Project is available and appropriated for payout to the Landlord.
- F. The following Inventory Sheets are attached to this Lease as **Exhibit "3"**: (1) Inventory Sheet of existing equipment, furniture, fixtures and machinery located in the Grocery Store that is owned by the Landlord and available for use by the Tenant in operating the Grocery Store and to-be-acquired equipment, furniture, fixtures and machinery to be purchased and installed in

the Grocery Store that will be owned by the Landlord and available for use by the Tenant in operating the Grocery Store (the "Landlord's Personal Property"); and (2) Inventory Sheet of equipment, furniture, fixtures and machinery to be installed in the Grocery Store that will be purchased and owned by the Tenant (the "Tenant's Personal Property"); and

- G. The Landlord desires to lease to Tenant the Leased Premises for sole and exclusive purpose of operating a full service grocery store and Tenant desires to lease from the Landlord for the sole and exclusive purpose of operating a full service grocery store upon the terms and conditions hereinafter set forth in this Lease.
- H. This Lease shall commence only after the issuance of the Certificate of Completion for the Project and date of issuance of the final Occupancy Permit for the Building by the Village Building Code Officer, after input from the Project Manager. The "Commencement Date" for the Lease shall be the date of issuance of the final Occupancy Permit for the Building by the Village Building Code Officer. The Tenant shall be allowed to occupy the Building and commence setup of inventory and operation of the Grocery Store only after the issuance of the final Occupancy Permit. The Rent Commencement Date shall be 1st day of the month following the Commencement Date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein stated, the payment of rents and other charges, and the mutual benefits to be derived by the Landlord and the Tenant associated with occupying the Leased Premises and operating the Grocery Store, and other good and valuable consideration, the Parties agree as follows:

1. LEASED PREMISES: The Landlord agrees to lease to the Tenant and Tenant agrees to lease from the Landlord the Building and the real property on which the Building is located, excluding the Municipal Parking Lot, upon the terms and conditions herein set forth in this Lease, and all appurtenances and improvements thereto and thereon. The Landlord warrants that it is the legal and beneficial owner in fee simple of the Premises, and that it has good and marketable title thereof and has the right to demise the leasehold estate, without the consent of any third party.

1.1 The Tenant agrees to accept the Leased Premises subject to completion of the Project Improvements pursuant to the Project Budget set forth in **Group Exhibit "2"**, which shall include budgeted items for certain modifications, demolition, renovations, painting, electrical, plumbing, mechanical, HVAC and build outs of the Leased Premises as specifically enumerated in the Project Budget and which the Landlord shall confirm through code inspections that such completed work and repairs are code-compliant.

1.2 Prior to the final Occupancy Permit being issued for the Building, the following Project Budgeted System / Equipment Category items, which are part of the Project Improvements, shall be completed:

- a. HVAC Systems: The Landlord, at its cost and expense, shall arrange for all necessary repairs, maintenance and replacement work to be done to the HVAC Systems and shall deliver for the Tenant's use all HVAC Systems serving the Leased Premises in good working order, with a warranty of not less than twelve (12) months following the Commencement Date.

- b. Plumbing Systems: The Landlord, at its cost and expense, shall confirm the Plumbing Systems serving the Leased Premises is in good working order as of the Commencement Date.
- c. Electrical Service Systems: The Landlord, at its cost and expense, shall arrange for all necessary repairs, maintenance and replacement work to be done to the Electrical Service Systems to the Leased Premises so that the Building has sufficient electrical capacity to accommodate Tenant's intended use for a Grocery Store and associated electrical load requirements. The electrical work shall be code-compliant and in good working order as of the Commencement Date.
- d. Life Safety Systems: The Landlord shall, at its cost and expense, shall arrange for all necessary repairs, maintenance and replacement work to be done to the Life Safety Systems to ensure that all fire suppression systems, sprinklers, and related life-safety equipment serving the Leased Premises are code-compliant and in good working order as of the Commencement Date.
- e. Security Systems: The Landlord shall, at its cost and expense, shall arrange for all necessary repairs, maintenance and replacement work to be done to the Security Systems to ensure that the Security Systems serving the Leased Premises are in good working order as of the Commencement Date.
- f. Grocery Store Equipment: The Landlord, at its cost and expense, shall arrange for all necessary repairs, maintenance and replacement work to be done to the Grocery Store Equipment (coolers, refrigerators, shelving, heated and refrigerated food display cases, merchandise racks, forklift, elevators, hydraulic lifts, etc.) and shall deliver for the Tenant's use all Grocery Store Equipment serving the Leased Premises in good working order, with a warranty of not less than twelve (12) months following the Commencement Date.
- g. Kitchen Equipment: The Landlord, at its cost and expense, shall arrange for all necessary repairs, maintenance and replacement work to be done to the Kitchen Equipment (i.e., stoves, ovens, ranges, fryers, freezers, warmers, dishwasher, etc.) and shall deliver for the Tenant's use all Kitchen Equipment serving the Leased Premises in good working order, with a warranty of not less than twelve (12) months following the Commencement Date. The term Kitchen Equipment does not include cooking and eating utensils, pots, pans, trays, plates, glassware, bakeware and cookware, cutlery and knives, serving and storage containers, and other meal preparation cooking equipment, such as countertop machines that automate food preparation or cooking tasks, such as hand-held mixers, blenders, food processors, toasters, and instant-read thermometers.
- h. The Landlord, at its cost and expense, shall pay to maintain maintenance service contracts for the annual and/or routine maintenance of the HVAC Systems, Plumbing Systems, Electrical Service Systems, Life Safety Systems, Security Systems, Grocery Store Equipment and Kitchen Equipment and such Landlord incurred annual costs shall be reimbursed on a 1/12th basis by Tenant by the payment of monthly CAM. The costs of repairs to these Systems and Equipment that are not covered by the maintenance and service contracts premiums shall be paid by the Landlord and charged to the Tenant as part of the monthly CAM (as defined below). Once the aggregate cost of all repairs related to each such System or Equipment exceeds \$15,000.00 during a Lease Year, such repair costs shall be paid by the Landlord and not charged to the Tenant part of the monthly CAM. The Landlord, at its cost and expense, shall pay for major repairs (a single repair item that costs \$15,000.00 or more) and replacement of the HVAC Systems, Plumbing Systems, Electrical Service Systems, Life Safety Systems, Security Systems, Grocery Store Equipment and Kitchen Equipment and shall charge the Tenant thirty-five percent (35%) of the major repairs costs or replacement cost amortized over a ten (10) year period at three (3.0%) percent interest and payable in 1/120th monthly installment payments as part of Additional Rent (as defined below). If the repair cost is due to damage to a System or Equipment

caused by the misuse or negligent operation of such System or Equipment by the Tenant or its employees, contractors or agents, then such repair costs or replacement costs shall be paid for by the Tenant or its insurer.

1.3 All of the Landlord's Personal Property currently located in or purchased for the Building, as set forth on **Exhibit "3"**, shall be permitted to remain for use by the Tenant. The Tenant shall not alter or remove any of Landlord's Personal Property, which includes all of the HVAC Systems, Plumbing Systems, Electrical Service Systems, Life Safety Systems, Security Systems, Grocery Store Equipment and Kitchen Equipment, without first providing written notice to the Landlord and the Landlord's written approval, which may be withheld by the Landlord in its sole and exclusive discretion. If Tenant does not wish to retain certain items of Landlord's Personal Property, after written notice to the Landlord of the items at issue and approval by the Landlord, the Tenant, at its cost and expense, shall be responsible for the removal and disposal of such items from the Building.

1.4 All of Landlord's Personal Property located at the Leased Premises as of the Commencement Date shall be owned by the Landlord. By signing this Lease or occupying the Building or operating the Grocery Store or paying any money under this Lease for rent, repairs or replacement of any of the Landlord's Personal Property, the Tenant shall not acquire any ownership right in or title to any of the Landlord's Personal Property and shall not be permitted to remove any of Landlord's Personal Property upon termination of this Lease as such property will remain within the Leased Premises.

1.5 During the Term of this Lease, the Landlord agrees to take reasonable efforts to secure a permanent access easement, a dedication of a public alley or public right of way or acquire fee simple title to a portion of the thirty-three (33.00) foot area of the Walnut Street right of way that was vacated by Village Ordinance No. CO-99-08 and conveyed to the property owner of the 421 Walnut Street property in order to expand access to the loading dock located on the south side of the Building.

2. TERM; TERM RENEWALS; DELIVERY:

2.1 Initial Term: The initial term (hereafter "Initial Term") of this Lease Agreement shall be a ten (10) Lease Year period commencing as of the Rent Commencement Date and terminating upon the expiration of ten (10) consecutive Lease Years. The phrase "Lease Year" shall mean a period of twelve (12) consecutive months. The first "Lease Year" shall begin on the Rent Commencement Date, and if such date occurs on a date other than the first day of a month, then the first Lease Year shall be a period of twelve (12) consecutive months plus such additional number of days as are to cause the first Lease Year to end on the last day of the twelfth full month after the Rent Commencement Date. Subsequent Lease Years shall begin on the first day following the end of the Lease Year. (Example: If the Rent Commencement Date is November 15, 2026, the first Lease Year of the Initial Term shall be November 15, 2026 to November 30, 2027). The use of the word "Term" in this Lease shall refer to and include in the aggregate the Initial Term and all term extensions and renewals, if requested by the Tenant and approved by the Landlord.

2.2 Renewal Term(s): If mutually agreed to by the Parties in writing, this Lease may be extended for up to two (2) consecutive five (5) Lease Year periods with each of the 5-year extensions referred to as "First Renewal Term" and "Second Renewal Term" (collectively the "Renewal Terms"). The Tenant shall have no automatic right to exercise either Renewal Term and such Renewal Terms shall only become valid and effective upon the

Landlord's prior written consent, which consent may be withheld in the Landlord's sole and exclusive discretion. The Tenant shall notify the Landlord in writing no later than ten (10) months prior to the expiration of the then current Term ("Notification Deadline") of its request to enter into one of the Renewal Terms and the Landlord shall respond to such request in writing within sixty (60) calendar days if it elects to approve the requested Renewal Term or if desires to negotiate different terms for the Renewal Term. Approval of each Renewal Term shall require that the corporate authorities of the Village vote to approve an addendum to this Lease that memorializes the term extension and any amendments to the provisions of this Lease. The addendum shall be prepared by the Village Attorney and shall be approved and executed by the Tenant prior to presentation to the corporate authorities of the Village for their final consideration and vote. If approved by the corporate authorities of the Village, the Landlord shall promptly provide a fully executed copy of the addendum to this Lease to the Tenant. The Tenant shall be solely responsible for the payment of all **Rent** and other monetary obligations under this Lease, as amended by the addendum, during any Renewal Term.

2.3 Delivery of Occupancy; Title; Use; Condition: The Landlord shall deliver to the Tenant the Leased Premises within three (3) business days after the issuance of the final Occupancy Permit ("**Delivery Date**"). The anticipated completion date of the Project Improvements (the "**Substantial Completion Date**") is **October 20, 2026**. Any punchlist work that is required shall be completed by **October __, 2026** ("**Punch List Completion Date**") and all work shall be subject to a final inspected by the Village and a final occupancy permit for the Building is anticipated to be issued by the Village on **October 30, 2026 (the "Delivery Date")**. After the Punchlist Completion Date, the Parties shall conduct a final "Final Walk Through" of the Building and testing of all the Building's Systems (i.e., HVAC Systems, Plumbing Systems, Electrical Service Systems, Life Safety Systems, Security Systems, Grocery Store Equipment and Kitchen Equipment) to be completed by **October __, 2026**. The Tenant shall complete the "**Inventory Staging**" of the Building by **November __, 2026**. The Parties shall attend a "**Ribbon Cutting**" ceremony on **November __, 2026**. The Tenant shall conduct a "**Soft Opening**" of the Grocery Store on or before **November __, 2026**. "**Opening Date**", which shall be the date that the full-service Grocery Store, is fully stock with fresh food and other merchandise, fully staffed and is open to the public for retail shopping, **shall be no later than November 12, 2026**. The Landlord is paying for the completion of the Project Improvements, and, therefore, failure of the Landlord to complete the Project Improvements by the Substantial Completion Date, the Punch List Completion Date or the Delivery Date shall not be an event of default under this Lease. Any adjustments to the Substantial Completion Date, the Punch List Completion Date or the Delivery Date (completion or delivery sooner or later than the listed date) shall result in an equal amount of time adjustment to the other above listed dates that are applicable to Tenant. However, Tenant's Opening Date shall not be extended, unless such date is extended due solely to the Landlord's delay or an event of Force Majeure. The Tenant agrees to accept occupancy of the Leased Premises when tendered by the Landlord and the Tenant agrees to accept the lease and occupancy of the Leased Premises when tendered by the Landlord and acknowledges that such lease and occupancy is without limitation in its "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition, without any warranties, express or implied, or representations whatsoever, subject and subordinate to the Landlord's fee simple title ownership rights in the Premises, easements, restrictions, agreements and recorded matters, all taxes not yet due and payable, and all applicable zoning restrictions, regulations and ordinances and building restrictions and governmental regulations now or hereafter in effect. By accepting occupancy, the Tenant agrees that it has examined the title to the Leased Premises and has found the same satisfactory. The Landlord shall have no obligation to perform any work with respect to the Leased Premises or to provide any allowances with respect thereto, except as otherwise expressly provided in this Lease or the Redevelopment Agreement. BY EXECUTION OF THIS LEASE, TENANT ACKNOWLEDGES AND AGREES THAT IT HAS INSPECTED THE LEASED PREMISES AND

MUNICIPAL PARKING LOT. THE TENANT SHALL ACCEPT THE LEASED PREMISES ON THE RENT COMMENCEMENT DATE IN THEIR THEN "AS IS" AND "WHERE IS" PHYSICAL AND ENVIRONMENTAL CONDITION AND HEREBY RELEASES AND DISCHARGES THE LANDLORD FROM ANY CLAIM, DEMAND OR LIABILITY WHATSOEVER ARISING FROM OR INVOLVING THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE LEASED PREMISES. THE TENANT ACKNOWLEDGES AND AGREES THAT NEITHER THE LANDLORD NOR ITS AGENTS OR EMPLOYEES HAS MADE ANY EXPRESS WARRANTY OR REPRESENTATION REGARDING THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE LEASED PREMISES, THE QUALITY OF MATERIAL OR WORKMANSHIP OF THE LEASED PREMISES OR THE PROJECT IMPROVEMENTS, LATENT OR PATENT, OR THE FITNESS OF THE LEASED PREMISES OR THE PROJECT IMPROVEMENTS FOR ANY PARTICULAR USE OR PURPOSE AND THAT NO SUCH REPRESENTATION OR WARRANTY SHALL BE IMPLIED BY LAW, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY THE TENANT.

2.4 Use of Leased Premises: The Leased Premises shall be used by the Tenant solely for the operation of a full-service Grocery Store, as defined herein, , and for no other purpose whatsoever (the **"Tenant's Permitted Use"**). On the Rent Commencement Date (**"Tenant's Opening Date"**), the Tenant shall open and operate the full-service Grocery Store with adequate staff to serve the public and shall ensure that the retail display cases, retail display coolers and retail display shelves are sufficiently stocked with fresh, super-market quality food and other full-service grocery store merchandise and have adequate inventory of such items within the Building. The Tenant shall not under-stock such retail display cases, retail display coolers and retail display shelves by leaving empty space within such display cases, display coolers and display shelves. The Tenant shall not take out of service (unless damaged or inoperable) or remove the retail display cases, display coolers and display shelves for display of fresh food and other full-service grocery store merchandise from the **"Retail Floor Area"** (i.e., the area within the Building that is accessible by the customers for shopping purposes and dedicated for display of food and merchandise presented for sale to the public and does not include the inventory storage areas that are not made accessible to the customers), **as shown on the Interior Retail Floor Space Plan, which is part of the Project Plans attached as Exhibit "4"** and as listed on the Inventory Sheet of Landlord Personal Property. The Tenant shall promptly notify the Landlord in writing of any damaged or inoperable retail display cases, display coolers and display shelves so that arrangements can be made to repair or replace the item. The Tenant shall not reduce the total square footage of retail display areas for the display of retail food and other full-service grocery store merchandise beyond the areas shown on the Interior Retail Floor Space Plan, unless such reduction is due to the operation of one or more of the Landlord-Permitted Other Uses approved under a Lease Modification as permitted under Section 2.4.1. below. The Tenant shall not use the Retail Floor Area and the inventory storage areas and the non-display / walk-in coolers within the Building for activities or business purposes other than to support the operation of the full-service Grocery Store. Subject to Lease Modifications or temporary "pop-up" uses permitted by this Lease, the Tenant shall not allow any third-parties to use the Retail Floor Area or the inventory storage areas and the non-display / walk-in coolers within the Building. Subject to the terms and conditions of this Lease, including, without limitation Tenant's right to "Permitted Closure" and Tenant's right to "Go Dark", as defined below, the Tenant shall be obligated to be open to the public and operate the Grocery Store on Mondays through Sundays, from the hours of **6:00 a.m. to 9:00 p.m.** (except for any Federal or Illinois state holidays). The Tenant may remain open for business, or the Leased Premises may be used by the Tenant (e.g. stocking of merchandise or cleaning of the Building or equipment), during the **hours of 9:00 p.m. to 6:00 a.m.** Even though the Village's Zoning Code allows for other permitted uses and special uses to be conducted or operated at the Leased Premises, the Tenant shall not use or convert the Leased Premises, or any portion thereof, or allow any other person to use or covert the Leased Premises, or any portion thereof, for any other use other than a full-service Grocery Store, unless expressly authorized by the Landlord in writing, which authorization may

be denied or withheld in the Landlord's sole and exclusive discretion. The Tenant shall comply with and cause the Leased Premises to comply with: (a) all local, state and federal laws, orders and regulations now or hereafter applicable to the Leased Premises or the occupancy or use thereof or the health and welfare of the Tenant's employees, invitees, licensees or customers, including, without limitation, any legal requirements which require unforeseen or structural alterations or repairs to the Leased Premises; and (b) all easements, agreements, restrictions and recorded matters affecting or relating to the Leased Premises, and all agreements entered into by Tenant and the Landlord with regard to the Leased Premises, including insurance policies (collectively, the "Legal Requirements"). The Tenant's use of the Leased Premises is at all times subject to the terms and conditions of this Lease.

2.4.1 "Landlord-Permitted Other Uses" means: The Building shall be used exclusively to the operation of a full-service Grocery Store, except for the **"Landlord-Permitted Other Uses"**, which if operated by a third-party or the Tenant, are subject to approval of a "Lease Modification" approved by and between the Landlord and the Tenant and a "Sublease with Subtenant" (required for a third-party to rent space with the Building) approved by and between the Landlord and the Subtenant and shall be limited to and consist of: (1) a pharmacy operation (**not to exceed ____ square feet in area within the interior of the Building**) and located in the northeast corner of the Building), (2) a coffee / juice café; (3) a restaurant; (4) a bakery; (5) a butcher; and (6) any other retail use or non-retail use that the Landlord, in its sole and exclusive discretion, determines is a compatible use with the full-service Grocery Store and will not detract from the overall ability for the Tenant to operate its business pursuant to the Tenant's Permitted Use. The Tenant shall not be permitted to operate a pharmacy or banking services or an ATM machine under this Lease. If a third-party is approved by the Landlord to operate one of the Landlord-Permitted Other Uses, the Rent and such other charges and fees as required under this Lease that are charged to the Tenant shall be reduced on a prorated basis equal to the square footage area within the Building occupied by the Landlord-Permitted Other Use, and the Subtenant shall be obligated to pay monthly Rent to the Landlord and such other charges and fees as required under this Lease, as agreed to between the Landlord and the Subtenant. The Subtenant shall also be obligated to comply with the other pertinent provisions of this Lease regarding its occupancy and operation within the Building, including but not limited to maintaining applicable insurance coverages, indemnification of the Landlord and Tenant relative to its operations. Each Sublease shall be on terms and conditions reasonably agreeable to Landlord, in its sole and exclusive discretion, and Tenant agrees that the above listed Landlord-Permitted Other Uses will not detract from the overall ability for the Tenant to operate its business pursuant to the Tenant's Permitted Use. The Landlord shall prepare the Lease Modification and Sublease with Tenant documents, which will account for the financing of and construction and completion of any alterations to the Building or the Project Improvements that are necessary for the Landlord-Permitted Use to operate and will address business interruption and business inconvenience matters for the Tenant while such construction activities is ongoing. The Tenant and any Subtenant are prohibited from operating any non-food retail use within the Building during the Term of this Lease, unless expressly authorized by the Landlord in writing, which authorization may be withheld in the Landlord's sole and exclusive discretion.

2.4.2 "Permitted Closure" means: (i) Force Majeure, damage or destruction by casualty or eminent domain proceedings or actions, which render the operation of Tenant's Permitted Use of the Leased Premises impossible or impractical and (ii) any material repairs, replacements,

improvements or alterations to a Leased Premises which render the Tenant's operation in the entire Leased Premises impractical, provided that, any such Permitted Closure pursuant to this Section shall not exceed ten (10) consecutive calendar days and the Landlord shall have at least thirty (30) calendar days prior written notice of the same. Tenant shall not be deemed in default of this Lease for any temporary or intermittent closure of the Leased Premises (or any portion thereof) resulting from: observance of federal or religious holidays; private events or special events; staff training, inventory management, or deep cleaning; repairs, maintenance, renovations, or retooling; or Tenant's good-faith determination that operation on specific days or during specific hours would be economically, operationally, or practically impracticable. In no event will any Permitted Closure excuse the Tenant's obligation to pay Rent to the Landlord.

2.4.3 Go Dark: After initially opening for business for one (1) day, the Tenant shall not (a) reduce the hours of operation listed in Section 2.4 above; (b) scale back their business operations to operate less than a full-service Grocery Store; or (c) cease business operations within the Leased Premises for reasons other than a Permitted Closure. If the Tenant ceases operations in the Leased Premises for reasons other than a Permitted Closure for at least five (5) consecutive business days, then the Landlord shall have the right, upon thirty (30) calendar days' prior written notice to the Tenant, to terminate this Lease, unless the Tenant shall reopen or shall be diligently making preparations to reopen for business within such thirty (30) calendar day period. In the event the Tenant ceases operation, the Tenant agrees to continue to maintain and secure the Leased Premises as required herein. In all events, the Tenant shall remain obligated to pay all Rent obligations and shall remain obligated to pay all utilities.

2.4.4 Press Releases: In no event shall the Tenant have the right to make any public announcements, press releases, or other promotional events (whether at the Leased Premises or otherwise) without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

2.5 Business Licenses and Permits: The Tenant shall be responsible, at its cost and expense, to obtain any permitting or licensing (i) required by the Legal Requirements for the operation of the Tenant's Permitted Use in the Leased Premises, or (ii) deemed necessary by the Tenant, in Tenant's sole and exclusive discretion (collectively, "Lease Permits"). On the Effective Date, the Tenant shall apply for and diligently pursue to completion obtaining the Lease Permits on or before the Rent Commencement Date.

2.6 Conditions of Use: The Leased Premises may not be used in any manner which would directly cause any of the Landlord's insurance policies required to be maintained by Landlord pursuant to this Lease to vitiate. At all times during the Term, and subject to the default provision set forth in Section 27, the Tenant shall:

2.6.1. Not use the Leased Premises for any illegal purpose or violate any Legal Requirements or statute, regulation, rule or order of any governmental authorities having jurisdiction over the Leased Premises, nor create or allow to exist any nuisances or trespasses, nor do any act in or about the Leased Premises or bring anything onto or into the Leased Premises, other than the Tenant's Permitted Use.

2.6.2. Report promptly in writing to the Landlord any defective condition in or about the Leased Premises known to Tenant.

2.6.3. Pay promptly when due all taxes directly or indirectly imposed or assessed on the Tenant's business operations, machinery, equipment, improvements, inventory and other personal property or assets, whether such taxes are assessed against the Tenant or the Landlord. If such taxes are imposed or assessed

against the Landlord, the Landlord shall upon request furnish the Tenant with all applicable tax bills, public charges and other assessments or impositions.

2.6.4. Keep the exterior and interior of the Leased Premises and all exterior and interior glass, doors and windows and floors and food preparation surfaces of the Leased Premises clean and in good repair and in compliance with applicable Legal Requirements; maintain the Leased Premises at the Tenant's cost and expense in a clean, orderly and sanitary condition free of offensive odors, insects, rodents, vermin and other pests; and use such pest control or exterminating services as may be necessary to maintain such conditions, at the Tenant's cost and expense; provided, however, the Tenant shall have no responsibility for the same if any such condition is caused by the Landlord or any other third party. If the Tenant fails to pay for such service, the Landlord shall have the right, but not the obligation, to make payments or perform such duties on the Tenant's behalf following written notice to Tenant and a period to cure the same of ten (10) calendar days, in which event Tenant shall pay such sums as are advanced by the Landlord as additional Rent to the Landlord upon demand.

2.6.5. Keep rubbish, garbage, trash and other refuse in proper containers in the interior of the Leased Premises, cause same to be removed on a regular basis at the Tenant's cost and expense, and not permit undue accumulation of garbage, trash, rubbish or other refuse within or without the Leased Premises.

2.6.6. Replace promptly, at the Tenant's cost and expense and with glass of a like kind and quality, any plate glass or window glass of the Leased Premises which may become cracked or broken. Tenant shall also replace lamps and ballasts in the lighting fixtures within the interior and exterior of the Building.

2.6.7. Obtain, at the Tenant's cost and expense, all permits, licenses or authorizations necessary in connection with any improvements to or activity conducted on the Leased Premises; comply, at the Tenant's cost and expense, with all applicable governmental authorities; reasonably cooperate with Landlord in complying with rules and regulations established by the Landlord and applicable governmental authorities relating to the conservation of energy, including, any governmental regulations requiring the production of information regarding the consumption of energy within the Building; and comply with all recommendations of any public or private agency having authority over insurance rates with respect to the use or occupancy of the Leased Premises by the Tenant.

2.6.8. Keep all mechanical apparatus free of unreasonable vibration and noise which may be transmitted beyond the Leased Premises.

2.6.9. Conduct the Tenant's business at the Leased Premises generally in conformity with the reasonable standards of practice generally followed by similar types of grocery stores dealing in the same or similar merchandise or conducting a similar business in the metro-Chicago area.

2.6.10. Not suffer or permit any materialman's, laborer's or mechanic's lien or claim thereof to be filed against the Leased Premises, or purporting to be for, labor or materials supplied to or at the instance of or for the benefit of the Tenant or any contractor or subcontractor employed or claiming to be employed by or under the auspices of Tenant; and discharge of record or otherwise bond off within twenty (20) calendar days following receipt of written notice of the filing thereof any materialman's, laborer's or mechanic's lien filed against the Leased Premises, for work or materials so claimed to have been furnished to, at the instance of or for the benefit of the Tenant.

2.6.11. The Landlord reserves the right to tow or have towed any vehicle of the Tenant, its officers, agents or employees parked in the areas of the Municipal Parking Lot reserved for others; provided that there is signage indicating that such areas as so reserved.

2.3.12. Except in connection with any Landlord-approved press events held at the Leased Premises, not use or permit the use, within the Common Areas or the Leased Premises, of any apparatus for sound

reproduction or transmission (including, without limitation, loudspeakers, phonographs, public address systems, sound amplifiers and radios, or any musical instrument) in any manner so that sounds produced thereby are audible (or the apparatus itself is visible) outside the Leased Premises without the express consent of the Landlord. Background music played during regular business hours within the Grocery Store is permitted.

2.6.13. Not cause or permit objectionable odors or food odors to emanate or be dispelled from the Leased Premises or the compactor used by the Tenant. Landlord shall, at its sole cost and expense, prior to opening for business in the Leased Premises and at all times thereafter during the Term, provide necessary (a) exhaust fans and systems, ductwork, and venting to ensure that all smoke, odors, vapors, and steam are properly exhausted from the Leased Premises and (b) piping, connections, grease traps, catch basins and other facilities for the removal of all waste liquids from the Leased Premises in compliance with all applicable codes and ordinances of the Village and all other governmental authorities having jurisdiction. Landlord may require that Tenant's waste liquid removal equipment include ejector pumps. The exhaust or venting systems shall include fire prevention and/or extinguishment facilities or systems as may be reasonably required from time to time in view of Tenant's methods and volume of cooking and other food and beverage preparation. This shall be in addition to any sprinkler or other fire protection facilities installed in the Leased Premises. No exhaust vents, flues, pipes, or other outlets shall be installed through the walls, floor, or ceiling of the Building (including but not limited to the exterior walls or the roof of the Building) without the written consent of Landlord as to the location, construction, and appearance thereof. Such grease traps, catch basins and related facilities shall be connected to the sewers and mains provided by Landlord and shall be constructed so as to prevent the backing up or discharge of any such waste liquids into the Leased Premises. No pipes, connections, grease traps, catch basins or other facilities shall be installed through any portion of the Leased Premises (including but not limited to the exterior walls or the foundation of the Building) without the written consent of Landlord as to the location and construction thereof. Landlord shall not, by its approval of the location or construction of any exhaust fans and systems, ductwork, and venting and waste liquid disposal facilities in the Leased Premises be deemed to have represented that such facilities are adequate or that the same comply with any applicable Legal Requirements or laws, ordinance, or regulation, nor shall such approval be deemed a waiver by Landlord of the right to require modification of such facilities or add other or additional facilities to provide adequate exhaust and venting systems and adequate waste liquid removal capacity for Tenant's use of the Leased Premises or in order to prevent the discharge of (a) smoke, odors, vapors, and steam being directed to or carried to the Leased Premises or (b) such waste liquids or odors therefrom into the Leased Premises. Tenant shall not dispose of waste grease, oil, or other materials which tend to cause clogging or blockage of pipes and drains (hereinafter collectively referred to as "grease") by pouring or permitting the same to flow into any drains or pipes. Tenant shall regularly and adequately clean or provide for the cleaning of all (a) exhaust and venting systems and (b) grease traps, catch basins, and similar facilities serving the Leased Premises. Tenant shall not use any chemicals or other cleaning methods which could damage the (a) exhaust and venting systems and (b) drainpipes or other portions of the drainage and/or sewer system in the Leased Premises or serving the Leased Premises. Tenant shall provide to Landlord, upon demand, reasonable proof that Tenant is regularly doing such cleaning or causing it to be done. In the event that Tenant shall refuse or fail to regularly clean or arrange for the regular cleaning of such facilities, then Landlord may arrange for the cleaning thereof (provided Tenant shall have had ten (10) calendar days' prior written notice to cure same), and Tenant shall pay the entire cost thereof plus an administrative charge equal to twenty percent (20%) of the cost thereof upon demand as Additional Rent.

Landlord shall not be liable to Tenant for any loss or damage that may accrue to Tenant's inventory or stock in trade or business by reason thereof, including but not limited to any loss of revenues resulting from any required limitation or cessation of Tenant's business while such cleaning is performed or as a result thereof. Landlord's performance of such cleaning work shall not release Tenant from Tenant's obligations hereunder nor shall the same be deemed to be a waiver by Landlord of Tenant's default for the failure to perform such cleaning.

2.6.14. Not permit the parking or standing of delivery vehicles to interfere with the use of any driveway, walk, parking area or other Common Areas of the Premises; nor cause or permit the loading or unloading of merchandise, supplies or other property outside the area designated therefor by the Landlord on the Site Plan designated as the "Loading/Unloading Area"; nor permit the parking or standing outside of said area by delivery vehicles or other vehicles or equipment engaged in loading or unloading, including, in any public right-of-way.

2.6.15. Comply with and use commercially reasonable efforts to cause all agents, employees and customers of the Tenant to comply with the conditions of use of the Leased Premises as set forth in this Lease.

2.6.16. Use commercially reasonable efforts to provide employment opportunities to Village residents, including provision of and/or participation in job training programs and job advancement programs and hiring whenever possible.

2.6.17. Hire qualified Village residents whenever possible.

2.6.18. Participate in and support Maywood community initiatives and events, and Village partnerships that promote the health and wellness of the Village residents.

2.6.19. Provide and/or participate in programs and initiatives that promote business development, economic development and workforce development opportunities within the Village.

2.6.20. Provide competitive market pricing for the grocery goods and retail merchandise that is sold to the public at the Grocery Store.

2.6.21. Participate in pre-prepared meal programs for local schools, organizations (i.e., "pre-made breakfast and "pre-made lunch" programs and "meals-on-wheels" programs).

2.6.22. Participate in "food rescue" or "food recovery" programs (i.e., donating near-expiration food items) that are sponsored by or operated by the Village and Village-based organizations (places of worship, schools and local food pantries) or other entities (i.e., not-for-profits or other government agencies) that serve Village residents through local food pantries.

2.6.23. Employee Attire. Tenant shall ensure that all Tenant's employees serving the public or those visible to the public shall at all times be neat and clean. This shall include but shall not be limited to those employees transporting goods and inventory to or from any shipping and receiving areas of the Leased Premises and those transporting trash to the trash collection areas designated by Landlord.

2.6.24. The Lessee shall not reduce the Retail Floor Area of the Grocery Store within the Building in order to operate an additional non-sales tax producing activities or business within the Building or provide space for another non-sales tax producing activity or business within the Building.

2.6.25. The Tenant agrees to comply with the obligations set forth in Section 2.4 (Use of Premises) and every other obligation imposed on Tenant as set forth in this Lease.

2.6.26. Provide written annual status reports to the Village Board, or additional status reports as requested by the Village Board during the term of the Cook County Class 7B or 7D Property Tax Rate Incentive Designation, that detail Tenant's on-going, commercially reasonable efforts and progress in meeting the goals, objectives, commitments and conditions of this Lease, including Subsection 2.6 and the payment of

all utility bills and other vendors. The reports shall contain illustrative information and data pertaining to the status of Tenant's on-going, commercially reasonable efforts and progress in meeting the goals and objectives, commitments and conditions of this Lease, including Subsection 2.6; however, Tenant's proprietary and/or confidential information and data shall not be included in the reports. Tenant's owner shall appear before and deliver each status report to the Village Board at a public Village Board meeting.

2.7 Use of Public Property. During the Term of this Lease, the Tenant, and its employees, customers, licensees and invitees, shall have the non-exclusive right to use the public property located adjacent to the Leased Premises, including the Municipal Parking Lot, shopping cart corrals and the public sidewalks; provided, however, that the Tenant acknowledges and agrees that neither it nor its agents, employees, customers, licensees and invitees shall have any greater use or right over such public property than that granted to the public. The Landlord, in its sole and exclusive discretion, has the right to approve, install and maintain all traffic, drive-thru, parking, shopping related and pedestrian signage located within the Municipal Parking Lot or on public property or public sidewalks in close proximity to the Grocery Store.

2.8 Exterior Sidewalk Use: The Tenant shall have the non-exclusive right, at no additional cost, to use portion of the exterior area, located directly in front of the Leased Premises and designated on the Site Plan (referred to as the "**Sidewalk Area**"). This right shall in no way confer any additional leasehold rights to the Tenant, except as specifically stated in this paragraph. The Tenant shall comply with all of the following terms at all times in which Tenant is using the Sidewalk Area: (a) Tenant shall bear the sole responsibility for cleaning (including applicable pressure washing) the Sidewalk Area including but limited to cleaning the outside walls and windows that are a part of the Sidewalk Area; (b) Tenant shall keep the same free of trash and debris and use any existing trash receptacle provided by Landlord and located within the Sidewalk Area; (c) Tenant's use or occupancy of the Sidewalk Area shall, at all times, be in compliance with any and all rules, regulations, laws and ordinances issued by any local, state, city or other governmental authority; (d) Tenant shall indemnify and hold Landlord harmless with respect to its failure to comply with this subsection; (e) except as otherwise set forth in this Lease, Landlord shall not assume responsibility for the maintenance or security of any other items set forth in the Sidewalk Area, and Tenant shall bear the full risk of loss as regards theft, vandalism or damage from any other cause; (f) there shall be no utilities installed in or about the Sidewalk Area without Landlord's prior written approval, which such approval shall not be unreasonably withheld, conditioned or delayed; (g) the Sidewalk Area is not to be added to the leased area of the Leased Premises for any calculation purposes under the Lease, however, such Sidewalk Area shall be subject to the remainder of the Lease, including insurance requirements; (h) Tenant shall be responsible for repairing any damage caused to the Sidewalk Area in connection with its use of the Sidewalk Area; and (i) Tenant shall comply with all reasonable rules and regulations promulgated by Landlord in accordance with this Lease governing the use of the Sidewalk Area, provided that Landlord must provide Tenant prior written notice of the same. In the event Tenant decides to use a grill or BBQ on the Sidewalk Area, such will be compliant with the reasonable requirements of Landlord for which Tenant has received prior written notice. Landlord consents to Tenant's operation of temporary or pop-up grocery stand on the Sidewalk Area within the Municipal Parking Lot (i.e., similar to a farmer's market display), as approved by the Landlord under special event permit and operated in accordance with applicable Village Code provisions, state laws and the terms and provisions of this Lease.

2.9 Pickup Parking Spaces: Landlord grants to Tenant the exclusive right to use up to five (5) parking spaces in that portion of the Municipal Parking Lot designated as "Pickup Spaces" on the Site Plan set forth on **Exhibit "4"** (the "Pickup Spaces") for the benefit of Tenant and its guests, invitees, Tenants and employees during

the Term. The Pickup Spaces shall be used for the purpose of facilitating curbside pickup or other forms of in-store pickup or for any other short-term parking purposes required by Tenant. Tenant shall, at its cost and expense, be permitted to post in front of the Pickup Spaces Tenant's prototypical signage, professionally prepared, in compliance with applicable law and installed and maintained by Tenant at Tenant's cost and expense. Landlord and Tenant shall have no affirmative obligations to enforce the use of the Pickup Spaces. Landlord shall have the right to adjust such Pickup Spaces; provided, however, Landlord shall provide Tenant prior notice of such readjustment and in no event will the number of Pickup Spaces be reduced and such adjusted Pickup Spaces will be located in the parking spaces closest to the Leased Premises.

2.10 Security: The Landlord is not responsible for the security of the Tenant and its inventory or personal property stored within or outside the Building. The Tenant, at its cost and expense, shall provide for security personnel within the Grocery Store. The Landlord operates a municipal police department but assumes no special duty for maintaining security throughout the Common Area.

2.11 Termination of the Lease. After the Tenant executes this Lease, the Tenant has the right to withdraw its approval of this Lease prior to August 11, 2026, which is the date the corporate authorities of the Village anticipate considering and taking a vote on the approval of this Lease. Thereafter, termination of this Lease shall be governed by Section 6.1.11 (Lease Termination), Section 23 (Termination) and Section 27.3 (Termination; Other Defaults).

3. RENT: During the Initial Term, the Tenant shall pay to the Landlord as rent for the use and occupancy of the Leased Premises, fixed rent during the term of this Lease or until terminated, without notice or demand, and without deduction or set-off of any kind, as follows: **Twenty Six Thousand Eight Hundred and Thirty-Three and 33/100 Dollars (\$26,833.33) per month ("Rent")** plus one-twelfth (1/12th) monthly proration of the annual estimated real estate property taxes, as determined by the last available real estate tax bill as adjusted for anticipated increases implemented by Cook County, or if no current real estate tax bill is available, as determined by the Landlord based input from Cook County, payable to the "Village of Maywood" and to be delivered to the Village Manager at the Landlord's business address stated above or such other address as the Landlord may designate in writing. **In the event the annual estimated real estate tax property payments to the Landlord are less than the dollar amount required to pay the first or second tax installment, the Tenant shall pay to the Landlord, upon written demand, the amount necessary to permit the Landlord to pay the real estate property taxes in full when due.** The Tenant agrees to pay Rent in advance to the Landlord on or before the first day of each and every month during the Term beginning on the Rent Commencement Date, or any extensions thereof, of this Lease.

3.1 The Tenant agrees to pay to the Landlord, without deduction or set off, unless otherwise agreed to by the Landlord and the Tenant in writing, rent based upon the minimum rent ("Minimum Rent") below. In addition to Minimum Rent, the Tenant shall pay, as additional rent ("Additional Rent"), all other charges, sums or amounts permitted to be imposed against it as set forth in this Lease including the Real Estate Property Taxes and the Operating Expenses ("CAM" as defined below, Insurance, etc.). The aggregate of Minimum Rent and Additional Rent shall be sometimes referred to herein as "Rent".

3.2 Rent Calculation and Escalator: During the First Lease Year of the Initial Term, the Rent shall be calculated based on the dollar per square foot shall be computed as set forth below:

\$10.65/SF	Minimum Rent
\$3.19/SF	Real Estate Property Taxes
\$. /SF	Operating Expenses (CAM and Insurance, etc.) TBD
\$ __./SF	TOTAL *TBD

\$ _____ (Monthly Rental Amount) and \$ _____ (Annual Rent). TBD

Additional Rent may be added to the above TOTAL, when required by this Lease.

After the First Lease Year: (a) the Minimum Rent shall increase by **three percent (3.0%)** for each Lease Year thereafter; (b) the Additional Rent (Common Area Maintenance and insurance charges) shall increase by **three percent (3.0%)** for each year thereafter; and (c) the real estate property taxes shall increase proportionately to the increase in the Leased Premises' real estate property taxes.

3.3 Due Date; Failure to Pay Rent; Interest On Late Payments: Rent is to be paid without setoff, deduction, or demand, in equal monthly installments in advance on the first day of each and every calendar month of the Term, except as otherwise stated herein. If the Tenant fails to pay any installment of Rent within five (5) calendar days from the date upon which said installment is due and payable, the Tenant agrees to pay a late charge equal to two (2.0%) percent of each delinquent installment of Rent and shall bear interest at the rate of twelve percent per (12.0%) annum from the date when the same is payable under the terms of this Lease until the same shall be paid. The late charge shall be deemed additional Rent and shall be payable immediately when due. Failure to make two (2) consecutive monthly Rent payments shall be considered a default under the terms of this Lease.

3.4 Rent During Renewal Term: The Rent payable for any Renewal Term shall be determined only if an addendum for a Renewal Term is approved by the Landlord.

3.5 Security Deposit: Upon the execution of this Lease, the Tenant agrees to deposit with the Landlord the sum of **Thirty- Thousand Dollars (\$3 ,000.00)** (one (1) month of Rent (including Minimum Rent, one-twelfth (1/12th) of the estimated annual Real Estate Property Taxes and estimated Operating Expenses) to be held as a Security Deposit to secure the performance of each and every covenant of this Lease.

3.5.1 If a Default (as defined in **Section 27**) occurs, the Landlord may, but shall not be required to, use, apply, retain or draw upon all or any part of the Security Deposit for the payment of any Rent, the CAM charges or the monthly Real Estate Property Tax Escrow payment or any other sum in default, or for the payment of any amount which the Landlord may reasonably incur by reason of such Default, and the cost of any damage, injury, expense or liability caused by such Default. In each case that a portion of the Security Deposit is so used or applied, the Tenant shall, within ten (10) calendar days after written demand therefor, deliver to the Landlord an amount sufficient to restore the original Security Deposit to its original amount and the Tenant's failure to do so shall be a Default pursuant to this Section 2.5 and such amount shall be deemed a part of the "Security Deposit."

- 3.5.2** The Tenant acknowledges and agrees that the Landlord shall not be required to keep the Security Deposit separate from its general corporate funds and may commingle the Security Deposit with the Landlord's other general corporate funds or accounts and the Tenant waives any law now or hereafter requiring otherwise. The Landlord shall be entitled to retain any interest earned on the Security Deposit and is not obligated to pay such accrued interest to the Tenant. Upon termination of this Lease and full payment of all amounts due and performance of all of the Tenant's agreements, covenants, and obligations, the Security Deposit shall be returned to Tenant, less any amounts deducted pursuant to this Lease, within thirty (30) calendar days following such termination. The Tenant agrees that no portion of the Security Deposit shall be used by the Tenant to pay any portion of the Rent.

3.6 Operating Expenses for Common Area Maintenance: As initially constructed or as the same may at any time thereafter be enlarged, reduced or otherwise altered, "Common Areas" shall mean all structures, areas, space, facilities, equipment, signs, utility services, and special services within, on, or servicing the Leased Premises, and from time to time made available by the Landlord for the use and benefit of the Tenant, and its respective employees, agents, concessionaires, licensees, customers and invitees, and which may include (but shall not be deemed a representation as to their availability), the public sidewalks, the Municipal Parking Lot and other parking areas, access roads, driveways, curbs, landscaped areas, drive-thru lane, truck service ways, and loading docks. All Common Areas and other common facilities, including without limiting the foregoing, shall, pursuant to the terms and provisions of this Lease, be subject to the exclusive control and management of the Landlord. The Landlord shall be obligated to, and is granted the right to, as applicable, maintain and operate lighting and other facilities, equipment and signs on all of said Common Areas; to police the same; to close temporarily all or any portion of the Common Areas for the purpose of making repairs or changes thereto and to discourage non-customer parking; to change from time to time the dimensions and location of the Common Areas and the location, dimensions, identity and type of any parking area on the Leased Premises. The Landlord shall operate, manage, equip, light and maintain the Common Areas (including without limitation the building, structure and improvements in the Common Areas or on the Leased Premises) in such manner as the Landlord may from time to time determine, and the Landlord shall have the right and exclusive authority to employ and discharge all personnel with respect thereto.

- 3.6.1** The Landlord may close any portion of the Common Areas for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations. No implied easements are granted by this Lease. The Tenant agrees to use its best efforts to take reasonable steps to prevent the Tenant's employees, customers and/or agents from parking overnight in the Municipal Parking Lot. The Tenant shall not permit delivery trucks to park overnight in the Municipal Parking Lot.
- 3.6.2** The Tenant is given a non-exclusive license to use, during the Term, the Common Areas of the Leased Premises as they may now or at any time during the Term exist, provided, however, that if the size, location or arrangement of such Common Areas or the type of facilities at any time forming a part thereof be changed, enlarged, or diminished, or otherwise altered, the Landlord shall not be subject to any liability nor shall such change, enlargement, diminution or alteration of such areas be deemed a constructive or actual eviction. In order to establish that the Leased Premises and any portion thereof is and will continue to remain public property and to prevent a

dedication thereof or the accrual of any rights to any person or the public therein, the Landlord reserves the unrestricted right to close, upon reasonable notice to the Tenant, a portion of the Leased Premises to the general public for one (1) calendar day in each calendar year, and, in connection therewith, so long as the Tenant and its guests and invitees have access to one of the entrances to the Leased Premises, or any thereof.

- 3.6.3** The Landlord shall maintain the Common Areas (including, without limitation, the Building, the Municipal Parking Lot, the drive-thru facility and other structures and improvements in the Common Areas and on the Premises) in good order, condition, and repair. The Tenant agrees to pay the real estate property taxes, as noted above, and shall also pay common area maintenance charges ("CAM") of the Common Areas, as determined by the Landlord, which CAM charges shall be capped at three (3) percent (3.0%) increases each Lease Year.
- 3.6.4** Under this Lease, "**Operating Costs**" shall mean the total cost and expense incurred in operating, maintaining and repairing the Common Areas (including, without limitation, the Building, the Municipal Parking Lot, the drive-thru facility and other structures and improvements in the Common Areas and on the Premises), and including without limitation, service and maintenance contracts; windows and general cleaning; removing of snow, ice, debris, garbage and other refuse and surface water; security personnel; electronic security intrusion and fire control and telephone alert systems; furniture, machinery and equipment used in the operation of the Leased Premises; storm, sanitary and other drainage or detention systems; sprinklers and other fire protection systems; irrigation systems; and electrical, gas, water, sewage, telephone and other utility systems and charges; all costs and expenses allocable to any restrictive agreements (if applicable); all costs and expenses of water or other common utilities; permits; program services; paving, curbs, sidewalks, walkways; lighting facilities; signage; the cost and expense of landscaping, gardening and planting, cleaning, painting (including painting of the Building, striping and sealing of the Municipal Parking Lot and the drive-thru facility and other structures and improvements in the Common Areas and on the Premises); decorating; lighting; sanitary control; the installation, rental and maintenance of signs; and administrative costs attributable to the Common Areas, such administrative costs to be no more than five percent (5%) of Operating Costs, not including insurance and taxes. The Landlord may cause any or all of said services to be provided by an independent contractor or contractors, management agent or management company, and the costs of providing such services shall be included as part of the Operating Costs. If the Operating Costs exceed the agreed upon three (3) percent (3%) capped increase in any given Lease Year, the Tenant shall be automatically responsible for payment of the full amount of the CAM charges, increased by three (3) percent (3%), and the Landlord shall provide proof of same if requested in writing by the Tenant. If the Tenant enters into any maintenance service agreements or utility service contracts and makes payments to such maintenance service contractors or utility companies, then those payments will be removed from the monthly CAM charges. To the extent the Tenant enters into any maintenance service agreements or utility service contracts, the Landlord will be listed on the contract, as the Landlord, and shall have a right to request and receive each billing invoice and account statements for purposes of verifying that each account is not delinquent.

- 3.6.5** The Landlord shall provide an annual financial report to the Tenant that summaries the Rent payments, Additional Rent, CAM charges, Operating Costs and Real Estate Property Tax Escrow payments relative to the operation and maintenance of the Leased Premises. The Tenant may request in writing that the Landlord have an independent audit performed of the books and records relative to such cost and charges and fees paid by the Tenant and the Landlord under this Lease, and the Landlord shall respond within thirty (30) calendar days of receipt of such notice as to whether such an audit will be performed with such decision to be in the Landlord's reasonable discretion. The Tenant shall be responsible for all costs in connection with any such audit.

4. PAYMENT OF REAL ESTATE PROPERTY TAXES: Although the Leased Premises is currently tax exempt from real estate property taxes, in accordance with 35 ILCS 200/15-60(c)(i), the leasehold interest acquired by the Tenant shall be subject to real estate property taxes pursuant to 35 ILCS 200/9-195. The Landlord agrees to support the Tenant's application for a Class 7B Cook County Tax Incentive Classification Designation or a Class 7D Cook County Tax Incentive Classification Designation for the Leased Premises and the corporate authorities of the Village agree to consider approval of the Resolution that is required for Cook County to approve such Class 7B Cook County Tax Incentive Classification Designation or Class 7D Cook County Tax Incentive Classification Designation, which indicates municipal support for the Tax Incentive Classification Designation, subject to conditions of approval as determined by the corporate authorities of the Village. During and throughout the term hereof and in addition to the Rent above specified, the Tenant shall be obligated to pay to the Landlord the full amount of the annual real estate property taxes (i.e., real estate property taxes, special assessment taxes, special service area taxes, etc.) assessed and levied by Cook County as adjusted on year to year basis based the Cook County Assessor Office real estate property tax bills. For the initial Lease Year the Tenant shall pay to the Landlord an amount **equal to Six Thousand and One Hundred Fourteen and 17/100 Dollars (\$6,114.17) per month** (at that same time the Rent is paid) for payment of estimated real estate property taxes (i.e., real estate property taxes, special assessment taxes, special service area taxes, etc.), with such real estate property taxes being adjusted on year to year basis based the Cook County Assessor Office real estate property tax bills for the duration of this Lease. The Landlord shall establish a specific "Real Estate Property Tax Escrow" for the benefit of the Landlord and for which the Tenant shall make separate payment in the amount of one-twelfth (1/12th) of the latest real estate property tax bill apportioned to the Leased Premises. Using the escrowed funds, the Landlord will have the sole responsibility to pay the current real estate property tax bill. The Landlord shall adjust the monthly real estate property tax payment upwards or downwards within a 30-day period after receiving the first installment and the second installment real estate property tax bills from Cook County (normally issued in late February and August each calendar year). The Tenant shall be entitled to proof of the real estate property tax bills and the payment tendered to the Cook County. If the Tenant fails to pay its monthly Real Estate Property Tax Escrow payments to the Landlord in a timely manner, the Landlord, at its option, may declare the Tenant to be in default and terminate this Lease or may pay said taxes and charge the Tenant the amount of the taxes paid plus all late fees, accrued interest and expenses incurred by the Landlord, including all attorney's fees and costs, as well as an administration fee of not less than **Seven Hundred and Fifty Dollars (\$750.00)** for each such non-payment. Failure to pay the Rent or the CAM charges or the monthly Real Estate Property Tax Escrow payment shall be considered a default and shall be grounds for termination of this Lease. Conversion of Real Property to Tax Exempt Status is Prohibited. The Tenant, and its occupants, leasees, assignees and successors in interest, shall not be permitted to apply for an exemption from real estate taxes for the Leased Premises or convey, lease or

sub-let title to the Leased Premises to a person/entity that applies for an exemption from real estate taxes for the Leased Premises.

5. PAYMENT OF ALL OTHER TAXES: The Tenant shall be responsible for and shall pay before delinquent all federal, state, county and municipal taxes coming due during or after the term of this Lease against the Tenant's leasehold interest in this Lease or against personal property of any kind owned or placed in, upon or about the Leased Premises by the Tenant or taxes relative to the operation of the Grocery Store, including all governmental retail occupation sales taxes and occupation use taxes and all federal, state, county, Village and local governmental employment-related and wage taxes and withholdings. Upon request of the Village, the Lessee / Grocery Store Operator agrees to authorize the Local Tax Allocation Division of the Illinois Department of Revenue ("IDOR") to turn over to the Village annual data for the Grocery Store regarding the 1% local government share of the retail occupation tax and service occupation taxes (or such percentage share collected by the IDOR) generated by the Grocery Store.

6. ACCEPTANCE OF PROJECT IMPROVEMENTS AND LEASED PREMISES; ALTERATIONS AND MODIFICATIONS TO LEASED PREMISES AND STRUCTURES:

6.1 Project Improvements; Project Plans; Alterations:

6.1.1. Project Improvements: Subject to the Project Budget and Project Improvements Description, as described in attached **Group Exhibit "2"** and in the Redevelopment Agreement and further subject to the oversight and input of the Project Manager, the Landlord shall be responsible, at its cost and expense, for the construction and completion of the Project Improvements on or before the Rent Commencement Date in strict accordance with the terms and conditions of the Project Plans (attached as **Exhibit "4"**) and of this Section 6. The Project Improvements shall become part of the Leased Premises and shall be owned by and be the sole property of the Landlord and shall remain affixed to, in and on the Leased Premises unless otherwise expressly stated in writing by Landlord. In connection with any of Tenant's rights set forth in this Section 6, Tenant shall also be required to obtain the consent of Landlord as required pursuant to the terms and conditions of the Lease, including, without limitation, as it relates to the Project Plans, any Modification Order (as defined herein; if applicable), the Project Improvements and certain other alterations and additions to the Leased Premises.

6.1.2. Project Plans: The Landlord shall renovate the Building in accordance with the Project Plans (as hereinafter defined). The "Project Plans" collectively means the following as it relates to the Project Improvements: (i) a preliminary construction budget in such detail for Landlord to ascertain the total breakdown of all hard and soft costs that will be incurred; (ii) the proposed timeline for timely completion of the Project Improvements on or before the Rent Commencement Date; (iii) the proposed form of general contractor agreement for the Project Improvements on terms and conditions agreeable to Landlord, with a general contractor approved in advance by Landlord; and (iv) proposed construction drawings of the Project Improvements in such detail as to describe the full scope of the Project Improvements. The Tenant shall be provided with a set of the draft Project Plans for input and shall have a period of ten (10) calendar days from receipt of the draft Project Plans in which to review and provide input, including any proposed modifications. The Landlord, in its sole and exclusive discretion, shall either approve the draft Project Plans as originally prepared or with some or all of the proposed modifications suggested by the Tenant, subject to budgetary

constraints and Landlord's sole and exclusive discretion. . Landlord and Tenant shall use good faith efforts to achieve approval of the final version of the Project Plans. The final Project Plans approved by Landlord will collectively be defined as, the "Final Project Plans" or "Project Plans", and will be attached to this Lease as **Exhibit "4"** after approval by the Landlord. If it has not already done so, within five (5) calendar days following the approval of the Final Project Plans, Tenant shall submit its comments to Landlord regarding the final Project Construction Budget from the Final Project Plans detailing the funding sources for all Project Improvement related costs, including, without limitation, which costs are deemed eligible "Project Improvement Costs", as described in the Project Budget and Project Improvements Description, attached as **Group "2"**. Landlord shall review and approve the Proposed Project Construction Budget in accordance with Landlord's standard practices and procedures, the Madison Street / Fifth Avenue Tax Increment Financing District redevelopment project costs reimbursement procedures (as set forth in the Redevelopment Agreement) and the Legal Requirements, which review and approval shall be subject to the same Landlord review and comment / Tenant corrective action and resubmittal process as applied to the Project Plans. Landlord shall approve the Project Construction Budget, provided it substantially conforms to the Project Budget and Project Improvements Description, and a copy of the Landlord approved final version of the Project Construction Budget shall be attached hereto as **Group Exhibit "2"**. Tenant acknowledges that neither Landlord nor its agents or employees has made any representation or warranty, express or implied, with respect to the Project Plans or the necessity (or lack of necessity) for or the availability of any permits, licenses or other governmental authorizations to alter or operate the Leased Premises for the uses intended by Tenant, or for the use and suitability of the Project Improvements within the Leased Premises, it being agreed that all such risks are to be borne solely by Tenant.

6.1.3. Construction: Subject to the Project Manager oversight, the Landlord shall arrange for contractors to complete the construction of the Project Improvements in accordance with the Project Plans and the following terms and conditions: (i) the Project Improvements shall be constructed in accordance with all Legal Requirements; (ii) the Project Improvements shall be constructed in a good, workmanlike and lien free manner by a contractor duly licensed under the laws of the State of Illinois and approved in advance by Landlord; and (iii) Landlord shall not commence the performance of the Project Improvements unless and until Landlord has approved the Project Plans, and Landlord shall be responsible for approving all construction agreements and contracts and building and other governmental permits and approvals required for the Project Improvements (all such permits and approvals will be Landlord's responsibility at its cost and expense) and each of the contractors have submitted obtained Village business licenses and provided to the Landlord the required insurance coverages, which list the Landlord, expressly naming "the Village of Maywood, appointed and elected officials, president and board of trustees, employees, agents and representatives, and their respective successors and assigns", as additional insureds.

6.1.4. Modification Orders: If the Landlord or the Tenant becomes aware of a circumstance outside of the Landlord's or Tenant's control which would make completion of the Project Improvements pursuant to the Project Plans (i) a violation of Legal Requirements; (ii) materially more expensive; or (iii) materially delayed as a result of significantly increased lead times in materials or labor (each, a "Delay Item"), then the Landlord or the Tenant shall, within five (5) calendar days of becoming aware of such circumstance, prepare and submit to Project Manager and to the other Party a Modification Order (as hereinafter defined). A "Modification Order" means such written detail sufficient to amend the Project Plans to address the Delay Item, which will include (a) any necessary changes to the activities, documents and approvals set forth in Sections 6.1.1, 6.1.2 or 6.1.3;

(b) any proposed amendment to the Project Budget, provided that any such proposed amendment shall not include any non-eligible "redevelopment project costs" for reimbursement under the Redevelopment Agreement; and (c) a **proposed update to the Tenant's Opening Date, provided that any such proposed update shall in no event be later than November 12, 2026.** Landlord, with input from the Project Manager, shall review and approve each Modification Order and, within seven (7) calendar days after receipt of a Modification Order, either approve the same or reject the same and provide responsive detail necessary to cause the same to be deemed approved. Landlord shall not unreasonably withhold or condition its approval to any Modification Order. Landlord and Tenant shall use good faith efforts to achieve approval of any Modification Order. The final Modification Order approved by Landlord together with those portions of the Project Plans unaffected will collectively be defined as, the "Project Plans Modification". If the Project Plans Modification contemplates an extension to the Tenant's Opening Date, then the same shall automatically be deemed extended to the date set forth therein, but in no event later than November 12, 2026.

6.1.5. Reimbursement: So long as Tenant is not in Default under this Lease and the Landlord receives full funding from the State Grant, and subject to the terms and conditions of this Lease and the Redevelopment Agreement, Landlord agrees to pay contractors and vendors who perform work in completing the Project Improvements an amount up to **\$2,500,000.00** (the "Project Improvement Costs") in funds from the State Grant and the TIF District funds towards various documented and paid eligible soft and hard costs (renovation work, professional services, purchase of necessary furniture, fixtures or equipment) consistent with the requirements of applicable TIF law including, without limitation, the TIF District and the Redevelopment Agreement (collectively, "Eligible Project Costs"). The Project Manager shall submit draw requests requesting payment of all contractor and vendor invoices for work that has been completed, inspected and accepted by the Project Manager or the Village Code Officer, of their designee, on a reimbursement basis from Landlord for applicable Eligible Project Costs for the Project Improvements (each, a "Draw Request") in accordance with the terms and conditions of the Project Budget and Project Improvements Description and the Project Construction Budget and the Redevelopment Agreement. If this Lease terminates at any time as a result of a Default by Tenant, then Tenant shall have no right or claim for payment from the Landlord for reimbursement of its time and efforts in arranging for the completion of the Project Improvements.

6.1.6. Completion; Closeout of Project: Upon completion of the Project Improvements by the Landlord in accordance with the Project Plans (or Project Plans Modification, if applicable), the Project Manager shall immediately deliver to Landlord the following: (a) confirmation in form reasonably satisfactory to Landlord that no liens have been or will be filed and appropriate waivers, affidavits and releases of lien covering all work covering the Project Improvements; (b) a certificate from Landlord's architect or engineer certifying in writing to Landlord that the Project Improvements have been substantially completed in accordance with the Project Plans (or Project Plans Modification, if applicable); and (c) a complete set of "as-built" drawings of the Project Improvements, both in paper form and electronic / digital form.

6.1.7. Additional Improvements: Following the completion of the Project Improvements, Tenant may, upon prior written notice to Landlord, request to make such additional improvements to the Leased Premises that are interior and non-structural, where the cost of each such alteration, addition, or improvement is equal to or less than \$50,000. Upon such request, Landlord, in its sole and exclusive discretion, may approve such request, provided that the Tenant pays for the additional improvements and complies with the plan review,

building permit and insurance coverage requirements and processes set forth in this Section 6 and elsewhere in this Lease. Tenant shall not make any other alterations, additions or improvements to the Leased Premises without Landlord's prior written consent, which consent may be withheld. In the event Tenant's request is approved by the Landlord, Tenant shall, prior to commencing such alteration, submit to Landlord for prior written approval: (a) detailed plans and specifications; (b) including the name, addresses and copies of contracts for all contractors; (c) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (d) certificates of insurance in form and amounts required by Landlord, naming Landlord (expressly naming "the Village of Maywood, appointed and elected officials, president and board of trustees, employees, agents and representatives, and their respective successors and assigns") and any other parties designated by Landlord as additional insureds; and (e) all other documents and information as Landlord may reasonably request in connection with such alteration. Neither approval of the plans and specifications nor supervision of the alteration by Landlord shall constitute a representation or warranty by Landlord as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable law. Tenant shall pay the entire cost of any alteration and Tenant shall not allow any mechanics/material/supplier liens to be filed against the Leased Premises and shall provide the Landlord with all appropriate waivers, affidavits and releases of lien covering all work related to the Additional Improvements. Each alteration shall be performed in a good and workmanlike manner, in accordance with the plans and specifications approved by Landlord, and shall meet or exceed the standards for construction and quality of materials established by Landlord for the Building. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements.

6.1.7.1 Construction Employment Opportunities and MBE/WBE/VBE Provisions. While completing the Project Improvements or the Additional Improvements, the Landlord and the Tenant agree to make good faith, commercially reasonable efforts to have their general contractor and subcontractors, to the extent they hire new employees and can include minorities, women and Village residents to work on the project work, hire minorities, women and/or Village residents, during the course of construction to the extent practical and feasible. Nothing in this Lease shall require the Landlord and the Tenant or its contractors or subcontractors to displace any employees in its current work force to achieve the foregoing goal. Notwithstanding the foregoing provisions, the Landlord and the Tenant shall be entitled to employ union labor hereunder pursuant to the rules, regulations and practices of applicable unions. The Landlord and the Tenant shall comply with the Illinois Prevailing Wage Act and the federal Davis Bacon Act in regard to the Project, as required by its applicable funding sources. As required by its applicable funding sources, the Landlord and the Tenant shall comply with all rules and regulations in regard to selecting minority, women and Village business enterprises for the greatest possible participation in all construction and service contracts. Where there is a conflict between governing regulations, the Landlord and the Tenant shall seek guidance from the funding sources to determine which regulations take precedent. A minority business enterprise ("MBE") and a women business enterprise ("WBE") shall mean any entity which is owned or controlled by one or more minorities or women, respectively. A Village Business Enterprise ("VBE") shall mean any entity which has been located and conducting business in the Village for a period of twelve (12) months immediately preceding the execution of this Lease, and which meets all other conditions set forth in the Village Code as same may, from time to time, be amended (MBEs, WBEs and VBEs are collectively referred to in this Lease as "M/W/VBEs"). Any business enterprise certified as a MBE or a WBE by any county, state or federal government entity shall be deemed to be a MBE or WBE, respectively, for the purpose of this Lease.

6.1.8. Acceptance of Project Improvements: Tenant agrees to accept the Leased Premises in its “AS-IS,” “WHERE-IS,” AND “WITH ALL FAULTS” condition, without any warranties or representations whatsoever, and Landlord shall have no obligation to perform any work with respect to the Leased Premises or to provide any allowances with respect thereto, except as otherwise provided herein. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Lease upon Landlord's written request.

6.1.9. Project Improvements; Additional Improvements; Staging: All work, alterations, additions, and improvements provided for under this Lease shall be accomplished by the Landlord (i.e., Project Improvements) or by the Tenant (i.e., Landlord-approved Additional Improvements) and by licensed and bonded contractors, shall be completed in a good and workmanlike manner, in conformity with all applicable laws and regulations, and free of any mechanics / supplier / material liens or encumbrances. Tenant and its contractors shall perform the Additional Improvements work in accordance with the provisions of this Section 6.1.7, and in such a manner as not to unreasonably obstruct the public's use of the adjacent streets and sidewalks, unless such obstruction is temporary and authorized by the Landlord, or in such a manner outside of Village construction hours so as to affect the quiet enjoyment of other nearby properties. The Tenant may temporarily use the Municipal Parking Lot during construction to stage its construction equipment, trucks and building materials while completing Additional Improvements, provided that Tenant pays to install and maintain a construction security fence around the staging area.

6.1.10. Tenant Contractors; Indemnification: Prior to commencing Additional Improvements work at the Premises, each contractor of Tenant shall sign an indemnification agreement, prepared by the Village Attorney, that requires the contractor to indemnify, defend and hold the Landlord harmless from and against any and all loss, cost, damage or expense (including court costs and attorneys' fees) suffered or incurred by the Landlord in connection with any alterations or improvements by such contractor or their subcontractors.

6.1.11. Lease Termination; Removal of Project Improvements: Upon the termination of this Lease, any such completed alterations, additions and improvements shall not be removed by Tenant but shall become a part of the Leased Premises, unless, as it relates to exterior and structural alterations requiring Landlord's consent, Landlord elects (at the time it provides its approval or review to the same) to require Tenant to remove such alterations, additions and improvements. In which case Tenant shall, at its cost and expense, remove said exterior or structural alterations, additions and improvements and restore the Leased Premises to the same condition the Leased Premises were in prior to such alteration, addition and improvement, reasonable wear and tear excepted. The Tenant, at its cost and expense, shall remove all of the vehicles, oil, lubricants and other chemicals, gasoline, other flammable liquids, equipment, garbage, debris and other personal property from the Leased Premises at the time this Lease expires or terminates. Failure of Tenant to remove such property shall be a breach of this Lease and Landlord shall have the right to deduct all removal and disposal costs from the Security Deposit and if such costs exceed the Security Deposit then the Landlord shall have a right of action against Tenant for the balance of such costs. Tenant, upon prior written notice to the Landlord and Landlord's written approval, may prior to the expiration of this Lease, or any extension or renewal thereof, remove all of its own personal property, furniture, trade fixtures and equipment which it has placed in the Leased Premises. Tenant, at its sole cost and expense, shall repair all damage to the Leased Premises caused by such removal using “like kind and like quality” materials and work quality. Any such personal property Tenant fails to remove from the Leased Premises after the expiration or termination of this

Lease shall be deemed abandoned by Tenant and may be disposed of by Landlord in any manner whatsoever without accounting or being liable in any way to Tenant.

6.1.12. Damage to Project Improvements and Damage to Additional Improvements. During the Term of the Lease, Landlord shall not be responsible nor have any liability whatsoever at any time for loss or damage to the Project Improvements or the Landlord approved Additional Improvements installed or placed by Tenant in the Leased Premises. The Tenant shall be responsible for repairs to the Project Improvements or the Landlord approved Additional Improvements in accordance with Section 7 (Repairs By Landlord And Tenant) below. Any occupancy by Tenant prior to the Rent Commencement Date, even if rent free, shall in all other respects be pursuant to the terms and provisions of this Lease. Subject to the terms and conditions of this Lease, by occupying the Leased Premises as Tenant, or in order to complete the Project Improvements, Tenant shall be deemed to have accepted the same and acknowledged that the Leased Premises are in the condition required hereunder.

6.1.13. No Liens, Mortgages Or Other Encumbrances: The Tenant shall not place or allow any liens of any kind (Uniform Commercial Code liens, mechanic's liens, material supplier liens or other similar liens), mortgages, line of credit, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title to the Leased Premises, the Village's Personal Property, the Building or the Premises even during the construction period related to the completion of any Landlord approved Additional Improvements. The Tenant shall not use the Lease or its leasehold interest as security or collateral for any financing of any kind nor shall the Leased Premises, Lease or leasehold interest be pledged or collateralized for purposes of securing any debt, loan, note, mortgage or contract. Tenant shall promptly pay all creditors, equipment providers, contractors, mechanics and material supplier, and not permit or suffer any lien to be filed against or attach to the Leased Premises or any part thereof. If any mechanic's lien, material supplier lien or other similar lien shall at any time be filed against or attach to the Leased Premises or any part thereof on account of any materials furnished or claimed to have been furnished, or on account of any work, labor or services performed or claimed to have been performed, for or at the direction of Tenant, Tenant shall, at its cost and expense, promptly cause the same to be discharged of record by payment, bond, order of court, or otherwise. In the event Tenant fails to discharge or insure over such lien within thirty (30) calendar days of written notice by Landlord, Landlord shall have the further right, without notice to Tenant, to cause the removal of any lien (but Landlord shall have no obligation to do so) and to collect upon demand from Tenant all of Landlord's costs and expenses, including, without limitation, attorneys' fees, litigation expense and court fees, for removing same. The Tenant shall indemnify and hold harmless the Landlord from any such lien, encumbrance or claim therefor and from any and all cost or expense incurred in connection with any such lien, encumbrance or claim, including, attorneys fees and expenses incurred with removing, settling or contesting such lien, encumbrance or claim.

6.1.14. Signs, Awnings, and Canopies; Auctions: Subject to all applicable Village codes, rules, and regulations and the Landlord's approval (not to be unreasonably withheld, conditioned, or delayed), Tenant, at its cost and expense, shall have the right to install and maintain building signage that is related solely to the identification of the Grocery Store and other wayfarer signage for the benefit of customers on the Lease Premises. In addition, subject to Landlord's approval, Tenant, at its cost and expense, may install and maintain other signs, awnings and canopies on the Building and the Leased Premises related solely to the Grocery Store and pharmacy, as it may deem appropriate. All erected signs of Tenant shall be in good taste and shall

conform to the standards, motif, and décor from time to time established by Landlord for the Building (i.e., signs should be prototypical of a national or regional grocery store). Tenant shall indemnify and hold Landlord harmless as to any and all liabilities from any governmental agency or any third party as to any potential violations that are directed to the Tenant based upon the placement of the Tenant's signs, awning and/or canopies. Tenant shall not place any kind of temporary or permanent signs on the Leased Premises without Landlord's prior written consent, which consent may be withheld in its sole and exclusive discretion. No political or election signs shall be placed or maintained on the Leased Premises at any time. Tenant shall not conduct or permit any auctions or sheriff's sale on the Leased Premises, the Municipal Parking Lot or Common Areas, if any, as the case may apply. Any and all signs placed on the exterior walls of the Building by Tenant shall be installed in a good and workmanlike manner and maintained in compliance with governmental rules and regulations governing such signs, and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to such removal. Subject to applicable laws, Tenant shall have the right, for not more than thirty (30) calendar days, to hang and display various Tenant designed print media including without limitation, professionally prepared posters, sky murals and banners for the purpose of advertising Tenant's "Grand Opening". Within the Municipal Parking Lot, at a location approved by the Landlord, Tenant shall have a right to install a two (2) sided sign panel on the pylon (or monument sign), to be shown on the Site Plan, with such panels designated on **Exhibit "4"**. The cost of fabrication and installation and maintenance of such signage will be at Tenant's cost and expense. The cost of exterior, interior and wayfarer signage and canopies and installation of signage and canopies are a TIF District eligible redevelopment project costs, which the Landlord, at its sole and exclusive discretion, may agree to reimburse the Tenant for incurring such costs. As part of any Lease Modification and Subtenant Lease, the Landlord, at its cost and expense, may install all exterior, interior signage and wayfarer signage and canopies at the Building as deemed necessary by the Landlord, in its sole and exclusive discretion, to provide identification for the Subtenant.

7. REPAIRS BY LANDLORD AND TENANT:

7.1. Repairs By Landlord: Landlord shall, at its cost and expense, maintain in good working order, and repair and replace as necessary, the following: (a) roofing, canopy, gutters and downspouts of the Building, (b) the common utility lines serving the Building and the Leased Premises, (c) the concrete loading area, loading ramp and dock and rear receiving pad, and any utility lines, Life Safety Systems (including sprinkler systems), and exterior mechanical, electrical and plumbing systems up to the point in which the same enter the Building, (d) all structural and exterior portions of the Leased Premises including foundations, exterior walls, columns, storefront (excluding plate glass which is Tenant's responsibility), floor slab (including damage caused by moisture vapor emissions or subterranean water infiltration in or through the floor slab), flooring damage caused by the floor slab or moisture vapor emissions or subterranean water infiltration, roof structure and all elements supporting the floor or the roof; (e) perform any inspections and governmental reporting requirements relating to the sprinkler systems or other life safety system required by applicable law from and after the Effective Date; (f) all aspects of the Common Area, including, without limitation, (i) paving and striping the Municipal Parking Lot; (ii) parking lot lighting; (iii) any monument or pylon signage, not installed and maintained by Tenant; (iv) sidewalks; and (v) make all repairs and changes to the Leased Premises required by reason of the negligence of Landlord, its employees, agents, or contractors, and then only if not brought about by any act or neglect of Tenant, its agents, or employees. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair. During the Term

of this Lease, the Landlord and its representatives (Village staff and consultants) and contractors shall have access to the exterior and interior of the Building at all times during normal business hours, and after normal business hours, upon written request sent to the Tenant, which access shall not be denied, and during emergency situations such access shall be granted by Tenant at all times on a 365 days per year/7 days per week/24 hours per day basis.

7.2. Repairs By Tenant: Tenant shall, throughout the Term, and any extension or renewal thereof; at Tenant's cost and expense, maintain in good order and repair the Leased Premises, including HVAC Systems, interior Plumbing Systems, interior Electrical Service Systems, Security Systems, Grocery Store Equipment and Kitchen Equipment (including a monthly or periodic maintenance contracts for such systems as recommended by the Project Manager or the Village Engineer) and other improvements located thereon, except those repairs expressly required to be made by Landlord hereunder or to the extent such repairs of such Systems is shifted to a Subtenant pursuant to a Lease Modification and a Subtenant Lease. Tenant agrees to return the Leased Premises and the Landlord Personal Property, including the HVAC Systems, interior Plumbing Systems, interior Electrical Service Systems, Security Systems, and Grocery Store Equipment and Kitchen Equipment, to Landlord at the expiration, or prior to termination of this Lease, in as good of condition and repair as when first received, normal wear and tear alone excepted.

8. ASSIGNMENT AND SUBLETTING: Tenant shall not enter into or permit to occur any "Transfer" (as hereinafter defined) with or to any person, entity or party (collectively, a "Transferee"), without Landlord's prior written consent, which consent may be withheld for any or no reason in Landlord's sole and exclusive discretion, and any Transfer without Landlord's consent shall be void and of no effect and be a default under this Lease. A "Transfer" shall mean: (a) any assignment or other transfer of this Lease; (b) any subletting or granting of concessions, easements, licenses or any right to use or occupy all or any part of the Leased Premises to another person, corporation or entity; (c) any sale or transfer of membership interest of Tenant or Tenant's manager and/or managing member's membership interest in Tenant, or merger of Tenant, whether or not Tenant is the surviving entity, or sale of all or substantially all of the assets or property of Tenant; or (d) any mortgage, deed of trust, collateral assignment or secured or unsecured interest in this Lease or any or all of Tenant's right, title or interest in or to the Lease or the Leased Premises. Tenant shall include with Tenant's request for consent the Transferee's name, business organization, address, financial information or references, as available, and the proposed use of the Leased Premises in detail. If Landlord consents to a Transfer and the Transferee's proposed use of the Leased Premises, or part thereof, such Transferee shall not change the Tenant's Permitted Use without the prior written consent of Landlord, which consent may be withheld by Landlord for any or no reason in its sole and exclusive discretion.

Notwithstanding any provisions of this Section 8 to the contrary, Tenant may assign this Lease (without paying any fees, and without requiring Landlord's consent) to any corporation or other entity which Controls Tenant, is Controlled by Tenant, or is under common Control with Tenant, or to any corporation or other entity resulting from a merger or consolidation with Tenant (collectively, "Permitted Transfers"), provided that: (i) the assignee assumes, in full, the obligations of Tenant under this Lease; (ii) Tenant remains fully liable under this Lease (except in the event of a merger or consolidation pursuant to which Tenant is no longer a separate entity); (iii) the Tenant's Permitted Use remains unchanged; (iv) such assignee demonstrates to Landlord's reasonable satisfaction its financial capabilities to carry out the obligations of Tenant under this Lease, has significant grocery store operating experience with demonstrated active, long-term commitments

to supporting and offering local, community-based wellness programs and community partner food delivery programs; and (v) the Permitted Transfer, including without limitation the ownership structure of the proposed assignee, reasonably satisfies Landlord's guidelines and requirements from the original "request for proposal" awarding Tenant the right to enter into this Lease. Prior to any Permitted Transfers taking effect, Tenant shall provide prior written notice (including such documentation and information reasonably required to evaluate any Permitted Transfers) to Landlord and an opportunity for Landlord to evaluate and approve the same, such approval not to be unreasonably withheld, conditioned or delayed. For purposes of this Section 8, "Control" means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of an entity or possession of the right to vote more than fifty percent (50%) of the voting interest in the ordinary direction of the entity's affairs. If there shall occur a Transfer, Tenant shall nevertheless remain primarily liable to Landlord for the full payment of and the observance and performance of all obligations, covenants and agreements under this Lease as payments and obligations of a principal and not of a guarantor or surety as though no Transfer had been made. Each Transfer shall expressly be made subject to the provisions of this Lease. Notwithstanding anything to the contrary contained in this Section 8, Landlord and Tenant agree that Subsection 2.4.1 (Landlord-Permitted Other Uses) shall govern the subletting of any portion of the Building during the Term of this Lease.

9. MAINTENANCE; UTILITIES; TRASH:

9.1 Maintenance and Use Obligations: Tenant's use of the Leased Premises and the Common Area shall be subject at all times during the Term to the Village Code ordinances and other reasonable rules and regulations adopted by Landlord in this Lease and shall not in conflict with any of the express provisions hereof governing, the use of the parking areas, walks, driveways, passageways, signs, exterior of the Buildings, lighting and other matters affecting the public and the general management and appearance of the Leased Premises. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord. Tenant expressly agrees as follows, and violation of any of the following Tenant obligations shall constitute an event of default under this Lease:

9.1.1. Deliveries. Tenant agrees that: All deliveries to or from the Leased Premises shall be made only at such times, in the areas and through the entrances designated for such purposes by the reasonable judgment of the Tenant; however, Tenant shall not permit any deliveries of goods or merchandise at any time when Tenant's employees are not available to receive same. It shall not permit any goods or merchandise to remain in, on or near any doorways, loading docks receiving areas or other portions of the Leased Premises; any goods or merchandise remaining in such areas shall be deemed to be trash and may be disposed of by Landlord in such manner as Landlord may deem advisable and without liability to Tenant therefor. It shall require that all purveyors with whom Tenant does business adequately and securely package all goods and merchandise to prevent any leaking, spilling, spoilage, odors, or infestation. If any leaking or spilling shall occur or if any goods or merchandise shall fall out of any containers or packages, Tenant shall be responsible for and shall immediately cause the same to be cleaned and removed and Tenant shall restore any damage to the Premises that may result therefrom. It shall immediately transfer all goods and merchandise received to the Premises and properly store the same in the Premises to retard any spoilage thereof, to prevent any odors emanating therefrom and to prevent the infestation thereof.

9.1.2. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost and expense. Tenant shall pay the cost of removal of any of Tenant's refuse and garbage and maintain all common leading areas in a clean manner satisfactory to the Landlord.

9.1.3. To keep the Leased Premises sufficiently heated to prevent the freezing of water pipes and fixtures.

9.1.4. The plumbing facilities shall not be used for any purpose other than that for which they are constructed; no foreign substance of any kind shall be thrown therein; and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.

9.1.5. Tenant, at its cost and expense, shall contract for any services to be rendered as reasonably required for professional termite and pest extermination services covering the Leased Premises, including but not limited to all food preparation and food storage areas, at such frequency and to the extent necessary to keep the Leased Premises free of insects, rodents, vermin, and other pests. Tenant shall provide to Landlord, upon demand, reasonable proof that Tenant is causing such exterminating to be regularly performed. In the event that Tenant shall refuse or fail to have such exterminating regularly performed, then Landlord may arrange for such work to be done (provided Tenant shall have had ten (10) calendar days' prior written notice to cure same), and Tenant shall pay the entire cost thereof plus an administrative charge equal to twenty percent (20%) of the cost thereof.

9.1.6. Tenant shall take no action which would violate Landlord's labor contracts, if any, affecting the Land, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord or any other tenant or occupant in the Building, nor with the rights and privileges of any customer or other person(s) lawfully in and upon the Building.

9.1.7. Tenant shall pay before delinquency all license or permit fees and charges of a similar nature for the conduct of any business in the Leased Premises.

9.1.8. Tenant shall store and/or stock in the Leased Premises only such fresh, super-market quality food and merchandise as Tenant is permitted to offer for sale in the Leased Premises pursuant to this Lease. The Tenant shall sufficiently stock the display cases, display coolers and display shelves with fresh, super-market quality food and other full-service grocery store merchandise and have adequate inventory of such items with the Building so that the display cases, display coolers and display shelves are fully stocked and not under-stocked by leaving empty space within such display cases, display coolers and display shelves, except for limited time periods when re-stocking or remodeling occurs.

9.1.9. Tenant shall not conduct or permit any fire, bankruptcy, auction or "going out of business" sale (whether real or fictitious) on the Leased Premises.

9.1.10. Tenant shall not perform any act or carry on any practice which may damage, mar or deface the Leased Premises or any other part of the Leased Premises.

9.1.11. Tenant shall not install, operate or maintain in the Leased Premises or in any other area of the Land any electrical equipment which does not bear underwriter's approval, or which would overload the

electrical system or any part thereof beyond its capacity for proper and safe operation as determined by Landlord.

9.1.12. Tenant covenants and agrees that, at all times, its uses of electric current shall never exceed the capacity of the feeders to the Leased Premises or the risers or wiring installed therein.

9.1.13. Tenant shall not do anything, whether by negligent act or omission, to increase Landlord's insurance premiums; but if Tenant does cause such an increase as a result of such negligent act or omission, Tenant shall reimburse Landlord for the full increase in such premiums.

9.1.14. Tenant will not permit the Leased Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the Landlord or disturb the neighborhood or public, and will not permit the same to remain vacant or unoccupied for more than ten (10) consecutive days (except due to inclement weather); and will not allow any temporary or permanent signs, cards or placards of any kind to be posted (other than the Village-approved signage for the Leased Premises), or placed thereon, nor permit any alteration of or addition to any part of the Leased Premises, except as approved by written consent of Landlord; all alterations and additions to the Leased Premises shall remain for the benefit of Landlord unless otherwise provided in the consent aforesaid.

9.1.15. Landlord anticipates that the Tenant's Permitted Use of the Leased Premises as described in this Lease will not cause an increase in the rate of Landlord's insurance beyond annual market rate increases, so long as Tenant complies with all laws, ordinances, rules and regulations of governmental authorities now and hereafter in effect. Landlord agrees that if Tenant's future use or occupancy of the Leased Premises results in an increase in Landlord's insurance premiums, that Landlord will so notify Tenant, and Tenant shall have the option of either (a) discontinuing the use which results in the increased premium, or (b) paying the total increase of Landlord's insurance premium to the extent that such increase was caused by Tenant's use or occupancy of the Leased Premises. Tenant will not allow the Leased Premises to be occupied in whole, or in part, by any other person, without the Landlord's prior written consent, which consent may be withheld in the sole and exclusive discretion of the Landlord.

9.2 Utilities: The Landlord agrees to provide and maintain the necessary means to bring electricity, water, sewer, and natural gas to the Leased Premises and that the same are submetered for each particular utility exclusively for use for the Leased Premises. The Tenant shall pay as and when the same become due and payable all rates and charges for all utility services, e.g., electricity, gas, heat, air conditioning, ventilating, lighting systems, and internet, and any other utilities supplied to the Leased Premises. The Tenant shall pay the utility bills for such charges directly to such utility company or utility service provider. As to the Tenant's usage of water at the Leased Premises, the Tenant shall pay Landlord directly for water usage at the building as billed monthly by the Landlord. **Utility bills are not part of the CAM charges and are to be paid by the Tenant directly to the utility company or utility service provider.** Failure to pay said utility bills shall be considered a default and shall be grounds for termination of this Lease. Tenant shall provide the Landlord with proof of payment of all utility bills and copies of such utility bills

9.2.1. Tenant shall arrange to have the accounts for all utility services which are separately metered to the Leased Premises placed in the name of Tenant. If Tenant does not transfer such utility accounts and Landlord is billed therefor and pays the same, Tenant covenants to reimburse Landlord for one hundred

twenty-five percent (125%) of the amount of such bills (as Rent), which the parties acknowledge and agree is a fair and reasonable estimate of the administrative costs which would be incurred by Landlord as a result of Tenant's failure, the actual amount being impossible or extremely impractical to ascertain. Commencing on the Rent Commencement Date and continuing throughout the Term, (a) for all utilities separately metered to the Leased Premises, Tenant shall pay directly to the utility provider all charges for all utilities used on or furnished to the Leased Premises or to Tenant on or before the date such utility charges become due or bear interest or penalties, and (b) for all utilities not separately metered to the Leased Premises, Tenant shall pay directly to Landlord on or before the date such utility charges become due or bear interest or penalties. If Tenant defaults in the payment of any charges due to a utility company, Landlord may, at its option and following notice and a period of ten (10) days calendar days, pay such charges for Tenant's account, in which event the amounts so paid increased by one hundred twenty-five percent (125%) plus any interest charged by the utility, shall be immediately due from Tenant as additional Rent hereunder. Landlord shall not be responsible for any loss or interruption of utility services and Tenant waives any right under any law now or hereafter existing to withhold Rent or any other sum due under this Lease.

9.2.2. LIMITATION OF LIABILITY FOR UTILITY SERVICES: LANDLORD SHALL UNDER NO CIRCUMSTANCES BE LIABLE TO TENANT IN DAMAGES OR OTHERWISE FOR ANY INTERRUPTION IN SERVICE OF ELECTRICITY, NATURAL GAS, WATER, INTERNET OR OTHER UTILITIES AND SERVICES (COLLECTIVELY, "ESSENTIAL SERVICES") CAUSED BY AN UNAVOIDABLE DELAY, BY THE MAKING OF ANY NECESSARY REPAIRS OR IMPROVEMENTS OR BY ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OF LANDLORD OR LANDLORD'S EMPLOYEES WHILE ACTING WITHIN THE SCOPE OF THEIR EMPLOYMENT, AND THE SAME SHALL NOT CONSTITUTE A TERMINATION OF THIS LEASE OR EVICTION (CONSTRUCTIVE OR OTHERWISE). NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, IF TENANT CANNOT REASONABLY USE THE LEASED PREMISES OR ANY PORTION THEREOF FOR TENANT'S PERMITTED USE BY REASON OF INTERRUPTION IN ANY ESSENTIAL SERVICES FOR A PERIOD OF MORE THAN FIVE (5) CONSECUTIVE BUSINESS DAYS, AND PROVIDED SUCH IS NOT DUE TO FORCE MAJEURE, CASUALTY OR THE ACTIONS OR INACTIONS OF TENANT, THEN RENT SHALL EQUITABLY ABATE TO THE EXTENT TENANT'S USE OF THE LEASED PREMISES OR THE ABILITY TO CONDUCT ITS BUSINESS THEREIN IS IMPAIRED BEGINNING ON THE SIXTH (6TH) BUSINESS DAY UNTIL THE ESSENTIAL SERVICES ARE RESTORED. IF ANY ESSENTIAL SERVICE IS NOT RESTORED WITHIN NINETY (90) CALENDAR DAYS, TENANT MAY TERMINATE THIS LEASE UPON THIRTY (30) CALENDAR DAYS PRIOR WRITTEN NOTICE DELIVERED TO LANDLORD AT ANY TIME WHILE SUCH CONDITION CONTINUES AFTER THE EXPIRATION OF THE NINETY (90) CALENDAR DAY PERIOD, IN WHICH EVENT THE PARTIES SHALL BE RELEASED FROM ALL LIABILITIES ACCRUING THEREAFTER EXCEPT FOR OBLIGATIONS THAT BY THEIR EXPRESS TERMS SURVIVE THE TERMINATION OF THIS LEASE, HOWEVER, IF SUCH SERVICES ARE RESTORED WITHIN SUCH THIRTY (30) CALENDAR DAY PERIOD, SUCH NOTICE WILL BE DEEMED TO BE WITHDRAWN.

9.3 Storage and Removal of Garbage, Trash, Etc.: The Tenant, at its cost and expense, agrees to store all waste, scrap, garbage, etc., in enclosed metal containers and agrees not to permit any non-operating motor vehicles or equipment to be stored on the Leased Premises. Tenant shall be responsible, at its cost and expense, for the disposal of its trash (including, without limitation, wet garbage) and rubbish into the dumpster and/or compactor provided by Tenant for its exclusive use, at Tenant's cost and expense in the location designated on the Site Plan as "Tenant's Dumpster Area". Tenant shall dispose of all its trash in such dumpster and/or compactor. In the event Tenant deems it necessary to store its trash in a refrigerated holding

area, the cost of installation and operation of such area shall be Tenant's cost and expense. All trash must be placed in Tenant's dumpster and not set beside it, and such dumpster shall be secure from vandalism or from any individual not employed or engaged by Tenant. If Tenant's dumpster requires an enclosure or pad or drains, Tenant shall pay for such expense. Pallets are not allowed in the dumpster. No stacking of pallets outside of the Leased Premises is permitted. Tenant shall employ a trash collection service, at its cost and expense, to regularly collect and remove the trash from the dumpster.

10. INSURANCE; PAYMENT OF PREMIUMS: In addition to the Rent above specified, Tenant shall pay on a timely basis all of the premiums for the insurance coverage required by this Lease. Tenant agrees to maintain, during the life of this Lease, at its cost and expense, the following types of insurance, written on the comprehensive form and as an "occurrence" policy, with policy limits not less than the specified amounts:

Tenant shall keep in force at Tenant's cost and expense commercial general liability insurance, including personal injury, products liability and independent contractors coverage, insuring against liability of Tenant and Landlord, arising out of the use and occupancy of the Leased Premises and, a separate policy for use of motor vehicles by Tenant or its agents and employees within the Grocery Store, with insurance companies licensed in the State of Illinois and in commercially reasonable forms with an aggregate limit of Three Million Dollars (\$3,000,000.00) on account of bodily injury to or death of persons or damage to property (which Tenant may satisfy such limits through use of an excess liability or umbrella policy).

Tenant shall also maintain and keep in force during the Term "all risk" special coverage insurance (including coverage against water damage, sprinkler flow and sprinkler leakage) on Tenant's property (including, Tenant's improvements, inventory, trade fixtures, furnishings, floor covering, drapes, equipment, improvements, betterments and other property owned, leased, held or possessed by Tenant, whether or not removable by Tenant hereunder), which insurance shall be in an amount sufficient to cover the full replacement cost of such Tenant's property or the full repair or reconstruction cost thereof resulting from any such hazard during the Term with such amount determined by the Landlord's insurance broker.

Tenant shall, in addition, keep in force Worker's Compensation insurance compliant with Illinois law. All liability and workers' compensation insurance policies procured and maintained pursuant to this Section 10 shall name the Landlord (expressly naming "the Village of Maywood, appointed and elected officials, president and board of trustees, employees, agents and representatives, and their respective successors and assigns") as additional insureds (except on Tenant's Worker's Compensation insurance policy).

Prior to the Effective Date of this Lease, Tenant shall deposit the policy or policies of such insurance as well as a certificate or certificates thereof with Landlord that shows the "the Village of Maywood, appointed and elected officials, president and board of trustees, employees, agents and representatives, and their respective successors and assigns", as additional insureds under all insurance coverages required by this Lease. If Tenant fails to carry or keep in force such insurance, Landlord may, but need not, cause such insurance to be issued, and in such event, Tenant agrees to pay as additional rental the premium of such insurance promptly upon Landlord's demand. All insurance policies procured and maintained by Tenant pursuant to this Section 10 shall be carried with companies licensed to do business in the State of Illinois. Upon Landlord's request, not more than once in any twelve (12) month period, Tenant will provide proof that such required insurance is still in effect.

The insurance coverages required by this Lease shall be primary to any coverage maintained by Landlord and the insurance certificates shall contain an express provision that coverage cannot be cancelled without prior written notice delivered to the Landlord at least thirty (30) calendar days prior to the date of cancellation. Tenant agrees to comply with any and all recommendations of any insurance company or companies concerning changes in Tenant's manner of use of the Leased Premises which will avoid invalidating or increasing the premium cost of any policy of insurance carried on for the businesses and any structure thereon written by such company or companies. Tenant shall comply with each of the terms and conditions relative to insurance coverage for the Leased Premises. Failure to timely pay any insurance premiums, causing a loss or lapse in coverage, shall be considered a default and an immediate termination of the Lease.

In addition, every insurance policy referred to in this Section above shall provide that such policy shall not be invalidated or the proceeds not payable by or due to any act or neglect of Tenant or the additional insureds, occupancy or use of the Leased Premises for purposes more hazardous than permitted by such policy, any foreclosure or other proceedings relating to the Leased Premises or change in title to or ownership of the Leased Premises, or part thereof. Such policies shall not require Tenant and the additional insureds to pay any portion of any loss, damage or claim prior to payment by the insurer. Tenant shall, not less than thirty (30) calendar days prior to the expiration of such insurance, deliver to Landlord renewed insurance policies and certificates of such insurance with premiums paid in full.

Tenant releases Landlord from any liability for damage or destruction to the Leased Premises whether or not caused by the acts or omissions of Landlord, its employees or agents, and releases and waives any and all claims and right of recovery and any right of subrogation against Landlord, or its employees or agents, for damage, loss or injury caused by or resulting from fire or other perils, to the extent that any such claims for damages, losses or injuries are or would be covered by any special form property insurance policies that Tenant is required to maintain hereunder. Tenant shall cause any special form property insurance policies that it maintains contain a provision whereby the insurer waives (a) any right of subrogation and (b) rights of recovery against Landlord. Tenant shall immediately provide Landlord's insurance provider evidence that it has issued to its policies of special form property insurance written notice of the terms of such mutual waivers and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation thereof by reason of such waivers and shall furnish Landlord and Landlord's insurance provider a certificate of insurance or other written evidence of such endorsement or that such endorsement is not required.

As part of the Comprehensive General Liability policy required above, Tenant shall carry fire and extended coverage insurance insuring its interest in Tenant's improvements on the Leased Premises and its interest in its furniture, inventory, equipment and supplies, and Tenant shall waive any rights of action against Landlord for loss or damage covered by such insurance, and the policy shall permit such waiver. In the event of fire or insured casualty, the Lease and all obligations of Tenant thereunder shall remain in full force and effect, and Tenant shall rebuild or restore the Leased Premises to its condition immediately preceding the date of casualty. The obligation of Tenant to restore or rebuild the Building or any structure on the Leased Premises following a fire or casualty is conditioned upon receipt of the insurance proceeds covering the loss. Tenant shall be obligated to pay for any repairs or restoration of property damage not covered due to any deductible unless caused by the omission or fault of the Landlord or its employees. If Tenant has permitted lapse or caused the invalidation of such insurance policy, Tenant shall be obligated to rebuild and restore the

improvements on the Leased Premises at its own cost and expense. If the period for restoration is projected to exceed one hundred and eighty (180) calendar days, as determined by the contractor retained by the Tenant to perform the restoration work, then the Tenant may cancel the Lease without receiving any compensation from the Landlord, provided that the damaged structures, improvements and all debris be removed by Tenant, at its cost and expense. During the period of restoration, Tenant shall pay the Rent due under the Lease to Landlord.

11. INSURANCE OF LANDLORD: To the extent not provided for hereinabove, Landlord agrees to purchase and keep in full force and effect adequate insurance coverage on the Building, of which the Leased Premises are a part of, against fire, casualty and such other risks as may be included in all-risks policies of insurance in an amount sufficient to prevent Landlord from becoming a co-insurer under the terms of the Tenant's applicable insurance policies. During the life of this Lease, the Landlord's insurance policies shall not be primary and shall be secondary to Tenant's applicable insurance policies. Landlord's insurance policies shall not contribute with Tenant's applicable insurance policies and shall only be available after Tenant's policy limits have been exhausted.

12. DESTRUCTION OF OR DAMAGE TO THE LEASED PREMISES: If the Leased Premises and the Building are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and Rent shall be accounted for as between Landlord and Tenant as of that date. If the Leased Premises are damaged but not wholly destroyed by any such casualties, Rent shall abate in such proportion as use of the Leased Premises has been destroyed and Landlord shall restore the Leased Premises, using Tenant's insurance, to substantially the same condition as before damage as speedily as is practicable, whereupon full Rent shall recommence. Further, if the Leased Premises is destroyed or damaged such that in Landlord's reasonable opinion, Landlord cannot complete the required repairs within two hundred seventy (270) calendar days after such casualty, Landlord or Tenant shall have the right, in the next sixty (60) calendar days after such casualty, to terminate this Lease.

12.1. Extra Fire Hazard: There shall not be allowed, kept, or used on the Leased Premises any inflammable or explosive liquids or materials, except such liquids or materials as may be necessary for use in the business of the Tenant, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable federal, state, county or local regulations and laws and the regulations of the Board of Underwriters now or hereafter in force.

13. INDEMNIFICATION: Except to the extent cause by the negligence or willful acts of Landlord, Tenant shall defend (with counsel reasonably acceptable to Landlord), indemnify and save Landlord, expressly including the Village of Maywood and its appointed and elected officials, president and trustees, employees, agents and representatives, and their respective successors and assigns (collectively the "Landlord's Affiliates"), harmless from any cost, loss, damage or expense, including, without limitation, attorneys' fees and the reasonable costs of investigation, actually incurred as a result of any claim, suit, liability or demand occurring on or in the Leased Premises or the Premises or arising out of, pertaining to or involving Tenant's use, control, maintenance, repair, alteration, construction or occupancy on, of or to the Leased Premises or the Premises, or the adjoining streets and sidewalks. Tenant shall indemnify and save Landlord and the Landlord's Affiliates, their successors and assigns, harmless from any liability arising from any failure by Tenant to perform any of the agreements, terms, covenants or conditions of this Lease on Tenant's part to be performed, except to the extent arising out of the negligence or willful misconduct of Landlord.

13.1 Indemnity For Accidents: Tenant agrees that it shall protect and hold harmless the Landlord, and the Village of Maywood and its appointed and elected officials, president and trustees, employees, agents and representatives, and their respective successors and assigns (collectively the "Landlord's Affiliates"), and indemnify them against and from any claims, causes of action, penalties, damages or charges of any kind imposed for any violation of any laws or ordinances relating to or arising out of the operation of Tenant's businesses or any actions of Tenant or its employees, invitees or agents on the Premises, whether occasioned by the actions or omissions of Tenant or those persons using the Premises, and that Tenant shall at all times protect, indemnify and save and keep harmless the Landlord and the Landlord's Affiliates, against and from any and all losses, costs, damages or expenses, arising out of or from any actions or omissions or any accident or other occurrence on or about the Premises, causing injury, illness or death to any person or damage to property. Tenant shall also protect, indemnify and save and keep harmless the Landlord, and the Landlord's Affiliates, against and from any and all such claims, causes of action, charges and against and from any and all penalties, losses, costs, damages or expenses arising out of any failure of Tenant in any respect to comply with and perform all of the requirements and provisions of this Lease, except if caused by the omission or fault of the Landlord or the Landlord's Affiliates.

13.2. Waiver of Claims: Tenant waives and releases all claims and causes of action it has or may have in the future against Landlord and the Village of Maywood and its appointed and elected officials, president and trustees, employees, agents and representatives, and their respective successors and assigns (collectively the "Landlord's Affiliates"), for losses or damages of any kind sustained by Tenant relating to or arising out of any accident, injury, illness or death occurring on or within the Premises or as a consequence of any activities performed on the Premises resulting directly or indirectly from any act, actions or omissions of Tenant or its employees, invitees and agents or the operation of its grocery store and pharmacy businesses on the Leased Premises, the presence of existing Hazardous Materials (as defined below in **Section 27.2**) on or under the Leased Premises, except if caused by the omission or fault of the Landlord or the Landlord's Affiliates.

14. NON-LIABILITY OF LANDLORD: Landlord shall not be liable for any damages of any kind occasioned by its failure to keep the Leased Premises in repair, or for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Leased Premises or any building or improvement thereon or for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, or for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property, except due to the omission or fault of Landlord or Landlord's Affiliates.

15. ACCESS TO LEASED PREMISES: Tenant will allow Landlord reasonable access to the Leased Premises **with prior notice and during normal working hours, provided that such access shall be conducted in a manner as not to unreasonably interfere or disrupt the business activities of Tenant or interfere with Tenant's quiet enjoyment of the Leased Premises**, for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Landlord may see fit to make. In emergency situations, no prior notice shall be required, but the Landlord shall endeavor to provide prompt notice to the Tenant of the emergency events that required immediate access to the Leased Premises.

16. QUIET ENJOYMENT: So long as Tenant is in possession of the Leased Premises, and is not in default beyond any applicable cure period provided for herein, Landlord agrees that Tenant may peacefully and quietly enjoy the Leased Premises without disturbance or hindrance by any person holding under or claiming through the Landlord.

17. ABANDONMENT AND RELETING: If Tenant shall abandon or vacate the Leased Premises, or if Tenant's right to occupy the Leased Premises be terminated by Landlord by reason of Tenant's breach of any of the covenants herein, the same may be re-let by Landlord for such rent and upon such terms as Landlord may deem fit; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the Rent hereby reserved, Tenant agrees to satisfy and pay all deficiency monthly during the remaining period of this Lease.

18. HOLDING OVER: If Tenant remains in occupancy of the Leased Premises beyond the expiration or termination of the Term, it shall remain solely as a Tenant "at sufferance", and all provisions of this Lease applicable to the Term shall remain in full force and effect, except that Rent shall be one hundred twenty-five percent (125%) of the Rent payable by Tenant immediately prior to the expiration or termination of this Lease. Nothing in this Section is intended or shall be construed to permit Tenant to remain in occupancy of the Leased Premises beyond the expiration or termination of the Term or to waive any right or remedy of Landlord as a result thereof. Tenant shall defend, indemnify and save Landlord, its successors and assigns, harmless from any cost, loss, damage or expense, including, without limitation, attorneys' fees, incurred by Landlord as a result of any claim, suit, liability or demand arising out of, pertaining to or involving Tenant's remaining in occupancy of the Leased Premises beyond the expiration or termination of the Term.

19. RENT AFTER NOTICE OR SUIT: It is further agreed, by the Parties hereto, that after the service of notice, or the commencement of a suit or after final judgment for possession of the Leased Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, said suit, or said judgment.

20. RIGHTS CUMULATIVE: The rights and remedies of Landlord under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar Landlord from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Landlord waive any other right or remedy.

21. REMEDIES NOT EXCLUSIVE: The obligation of Tenant to pay the Rent required during the balance of the term of this Lease shall not be deemed to be waived, released or terminated, by the service of any five (5) calendar day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the Leased Premises. The Landlord may collect and receive any Rent due from Tenant, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

22. ACCORD AND SATISFACTION: Landlord shall be entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such checks or payments shall not prejudice Landlord's right to recover any and all amounts owed by Tenant under this Lease and Landlord's right to pursue any other available remedy.

23. TERMINATION OF LEASE WITHOUT CAUSE OR SALE OF LEASED PREMISES BY LANDLORD: The Landlord has the right to terminate this Lease without cause upon three hundred and sixty five (365) calendar days prior written notice delivered to Tenant but only in the event the Leased Premises is to be sold by the Landlord for redevelopment. In the event of such a termination, Landlord shall not be liable to Tenant for any damages or costs associated with the Tenant's winding up of its businesses or relocation from the Leased Premises.

24. SURRENDER OF LEASED PREMISES: Upon the expiration or earlier termination of this Lease, the Leased Premises, together with all alterations thereto, shall be surrendered to Landlord in as good condition as of the Rent Commencement Date, except for ordinary wear and tear and damage by fire or other casualty, the elements and any cause beyond Tenant's control. Any alterations or improvements to the Leased Premises made by or through Tenant under this Lease shall not be removed by Tenant but shall remain a part of the Leased Premises (unless otherwise expressly stated by Landlord or Landlord in accordance with the terms and conditions of this Lease). If required hereunder, Tenant shall remove said alteration or improvement and repair any damage caused by removal and shall restore the Leased Premises to substantially the condition existing prior to the installation of said alteration or improvement. Notwithstanding anything to the contrary in this Lease, Tenant shall not be required to remove any alterations or improvements in the Leased Premises existing as of the Effective Date or the Rent Commencement Date. Tenant may install in, and remove from, the Leased Premises any trade fixtures, equipment, machinery and personal property paid for by and belonging to Tenant (such trade fixtures, equipment, machinery and personal property will not become the property of Landlord and shall be listed on the Inventory Sheet, as amended from time to time by the Parties), provided that Tenant shall repair all damage caused by such installation or removal. If Tenant shall be in default of any of the provisions of this Lease, Landlord may, after thirty (30) calendar days' written notice to Tenant and failure of Tenant to cure during said period, do whatever is necessary to cure such default as may be appropriate under the circumstances for the account of and at the expense of Tenant. Tenant covenants and agrees to pay all reasonable expenses so incurred by Landlord within ten (10) calendar days of receipt of a statement therefor from Landlord. Tenant will be deemed to have abandoned any such property upon the date in which Landlord exercises its rights hereunder. This Section shall survive the termination or expiration of this Lease.

25. COMPETITION RADIUS RESTRICTION: As of the Effective Date and to and through the expiration or termination of this Lease, Tenant, or any Affiliate (as hereinafter defined), shall be prohibited from opening or operating any grocery store business within a three (3) mile radius of the Grocery Store which competes with the Tenant's Permitted Use. "Affiliate" means any natural person or firm, corporation, partnership, limited liability company, association, trust or other entity which, directly or indirectly, controls Tenant, is controlled by Tenant, or is under common "Control" (as hereinafter defined) with the Tenant. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, or of the

power to veto major policy decisions of an entity, whether through the ownership of voting, securities, by contract or otherwise.

26. STATEMENT OF FUNDS: Tenant acknowledges and agrees that it is a material consideration of Landlord entering into this Lease that Tenant maintain certain cashflow throughout the Lease Term sufficient to operate the Tenant's Permitted Use in the Leased Premises. In connection therewith, **Tenant has delivered to Landlord a letter from its financial institution, _____ Bank**, a copy of which is attached hereto as **Exhibit "5"** (the "Statement of Funds"). Tenant represents and warrants to Landlord that the statements in the Statement of Funds are true and correct as of the Effective Date.

27. DEFAULT: In the event of a failure by either Party to fulfill any of its obligations under this Lease, or in the event of a material breach of any representation or warranty of either Party under this Lease, which failure or breach continues after a notice and a demand for cure and a 30-day period for cure has passed or within such reasonable time period after notice of the default if either Party initiates and actively pursues good faith remedial action to cure the default within the initial 30-day cure period, such Party shall be in default, and the non-defaulting Party may seek any available and appropriate remedy at law or in equity, including without limitation declaratory and injunctive relief, mandamus, specific performance and rescission, in addition to remedies available under the Lease. In the event of any litigation to enforce the provisions of this Lease, the prevailing party in such litigation shall be entitled to recover its costs of litigation, including reasonable attorneys' fees and costs.

27.1. Events of Default: Each of the following shall constitute an event of default by Tenant under this Lease upon five (5) calendar days prior written notice for monetary defaults and thirty (30) calendar days prior written notice for non-monetary defaults:

27.1.1. Tenant fails to pay any installment of Rent or other required payments pursuant to any Section hereunder, or fails to replenish Security Deposit to its highest previous balance within thirty (30) calendar days after Landlord requests replenishment;

27.1.2. Tenant causes or permits a dangerous or hazardous condition to exist in the Leased Premises or a condition that jeopardizes Tenant's or Landlord's insurance coverage, and fails to remedy such condition immediately after notice to Tenant;

27.1.3. Tenant fails to observe or perform any other covenant or provision of this Lease to be observed or performed by Tenant and fails to cure such failure within thirty (30) calendar days after written notice to Tenant;

27.1.4. The interest of Tenant in the Lease is levied upon under execution or other legal process;

27.1.5. A petition is filed by or against Tenant to declare Tenant bankrupt or seeking a plan of reorganization or arrangement under any Chapter of the Bankruptcy Code, (as now or hereafter amended) and if filed against Tenant, such petition is not rescinded, or the bankruptcy proceeding is not dismissed, within forty-five (45) calendar days after such filing;

27.1.6. A receiver is appointed for Tenant or for Tenant's property;

27.1.7. The voluntary or involuntary dissolution of Tenant;

27.1.8. Tenant abandons the Leased Premises, or the Leased Premises become substantially vacant;

27.1.9. Tenant breaches any representation, covenant or warranty or obligations with respect to Hazardous Materials or environmental laws as provided in this Lease.

27.2 Landlord's Specific Remedies. Upon the occurrence of an event of default by Tenant under this Lease after the cure period has expired, Landlord, at its option, with notice as hereinabove provided to Tenant may, in addition to all other rights and remedies provided in this Lease, or available to Landlord at law or in equity: terminate this Lease and Tenant's right to possession of the Leased Premises and recover all damages to which Landlord is entitled under law. Landlord's damages shall specifically include, without limitation (a) all reasonable expenses of reletting (including attorney's fees, marketing costs and brokerage commissions), plus (b) the present value of the amount by which all Rent reserved under this Lease for the balance of the term exceeds the fair market rental value of the Leased Premises for the balance of the term (allowing for a reasonable period of exposure on the open market before realization of such fair market rental value). Notwithstanding any language elsewhere in the Lease to the contrary, Rent and other payments hereunder to be paid to Landlord by the Tenant during the term hereof shall continue to be paid as they become due and payable under the terms of this Lease. In the event of termination of this Lease by Landlord, said obligation shall remain due and payable as payments of damages in monthly installments as they would have become due under the terms of this Lease, but for such termination or default. In no event shall Landlord be obligated to pay Tenant any amounts nor shall Tenant be entitled to any credits by reason of the application of such present value formula.

It is understood and agreed that this is a lease of real property as such a lease is described in Section 365(b)(3) of the Bankruptcy Code, that Landlord is entitled to all rights and benefits of a landlord thereunder, and that nothing contained herein shall be deemed a waiver of any such right or benefit. Subject to applicable federal and state law, included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of assumption and/or assignment of this Lease in connection with any bankruptcy event are the following: (i) the cure of any monetary defaults and the reimbursement of pecuniary loss within not more than thirty (30) calendar days of assumption and/or assignment; (ii) the use of the Leased Premises as provided for this Lease, as a full service grocery store and small scale pharmacy, with the quality, quantity and/or lines of merchandise of any goods or services required to be offered for sale unchanged with a covenant of continuous operation by Tenant or its successor; (iii) the reorganized debtor or assignee of such debtor in possession or Tenant's trustee demonstrates in writing that it has retailing experience in complexes of comparable size and financial ability to operate a grocery store out of the Leased Premises in the manner contemplated in this Lease and meets all other reasonable criteria of Landlord as did Tenant upon execution of this Lease; (iv) the Leased Premises, at all times, remains a grocery store and no physical changes of any kind may be made to the Leased Premises unless in compliance with the applicable provisions of this Lease.

27.3. Termination; Other Defaults. The events hereinafter enumerated shall also be deemed Default under this Lease without any notice, grace or cure period: (a) if Tenant shall fail to substantiate to Landlord Tenant's satisfaction of its insurance requirements under this Lease at or prior to the Effective Date or at any time

during the Term, or (b) if Tenant fails to take actual bona-fide occupancy of the Leased Premises. Upon the occurrence of an event of default, Landlord, in addition to all other rights and remedies available to it by law or equity or by any other provisions hereof, may at any time thereafter, without notice, have the option to pursue any one or more of the remedies, at law or in equity, without any notice or demand whatsoever, except as otherwise expressly provided:

27.3.1. Landlord, with or without terminating this Lease, may, without prejudice to any other remedy Landlord may have for possession, arrearages in rent or damages for breach of contract or otherwise, immediately or at any time thereafter reenter the Leased Premises and perform, correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement, or obligation of this Lease, and Tenant shall fully reimburse Landlord within thirty (30) calendar days after receipt of written demand for all costs and expenses actually incurred by Landlord in such performance, correction or repairing, including accrued interest at the Illinois Statutory Judgement Rate;

27.3.2. Landlord, with or without terminating this Lease, may immediately or at any time thereafter demand in writing that Tenant vacate the Leased Premises and thereupon Tenant shall vacate the Leased Premises and remove therefrom all property thereon belonging to or placed on the Leased Premises by, at the direction of, or with consent of Tenant within thirty (30) calendar days of receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to reenter and take possession of the Leased Premises. Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such reentry. Any such demand, reentry and taking possession of the Leased Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Leased Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord;

27.3.3. Landlord, with or without terminating this Lease, may immediately or at any time thereafter relet the Leased Premises or any part thereof for such time or times, at such rent or rents and upon such other terms and conditions as Landlord in its sole and exclusive discretion may deem advisable, and Landlord may make any alterations or repairs to the Leased Premises which it may deem necessary or proper to facilitate such reletting; and Tenant shall pay all third party out of pocket costs of such reletting including, but not limited to, the cost of any such alterations and repairs to the Leased Premises, reasonable attorneys' fees actually incurred and brokerage commissions; and if this Lease shall not have been terminated, Tenant shall continue to pay all Rent and all other charges due under this Lease up to and including the date of beginning of payment of rent by any subsequent tenant of part or all of the Leased Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent and other charges collected from any such subsequent Tenant or Tenants and the rent and other charges reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the rent reserved herein. Notwithstanding the foregoing, Landlord will have an express obligation to use commercially reasonable efforts to mitigate its damages, however, in no event is Landlord required to accept a rental rate less than Tenant's rental rate set forth in this Lease; in no event is Landlord required to subdivide the Leased Premises; in no event is Landlord required to approve a use other than a grocery store;

27.3.4. Landlord, with or without terminating this Lease, may recover from Tenant all damages and expenses Landlord suffers or incurs by reason of Tenant's default, including, without limitation, costs of recovering the Leased Premises, attorneys' fees and any the value of unpaid Tenant improvements and improper liens filed again the Leased Premises and any paid brokerage commissions, all of which shall be immediately due and payable by Tenant to Landlord immediately upon demand;

27.3.5. If Landlord reenters the Leased Premises or terminates this Lease pursuant to any of the provisions of this Lease, Tenant waives all claims for damages which may be caused by such reentry or termination by Landlord, other than loss, cost or damage arising out of the gross negligence or willful misconduct of Landlord, its agents, representatives or employees. No such reentry shall be considered or construed to be a forcible entry; and

27.3.6. Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination. Upon such termination, Landlord shall have the right to recover from Tenant, as liquidated damages, the following:

- (a) the worth, at the time of the award, of the unpaid Rent that has been earned at the time of termination of this Lease; and
- (b) the worth, at the time of the award, of the amount by which the unpaid Rent that would have been earned after the date of termination of this Lease until the time of the award exceeds the amount of rent that could have been reasonably obtained by Landlord using reasonable diligence to relet the Leased Premises; and
- (c) the worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the term of this Lease (including the then current extension period if applicable) after the time of the award exceeds the amount of rent that could have been reasonably obtained by Landlord using reasonable diligence to relet the Leased Premises.

The following words and phrases as used in this Section 27.3.6 shall have the following meanings:

- (i) The "worth at the time of the award" as used in Section 27.3.6(a) shall be computed by allowing interest at the Illinois Statutory Judgement Rate.
- (ii) The "worth at the time of the award" as used in Section 27.3.6(b) above shall be computed by discounting the amount at the discount rate of eight percent (8%) per annum; and
- (iii) The term "time of the award" shall mean either the date upon which Tenant pays to Landlord the amount recoverable by Landlord as set forth above or the date of entry of any determination, order or judgment of any court or arbitration board, whichever first occurs.

27.4 Landlord's Default: If Landlord shall be in default in the performance of any obligation under this Lease on the part of Landlord to be expressly performed pursuant to this Lease and such default continues for a period of thirty (30) calendar days after Tenant's written notice to Landlord specifying the nature of the default, then Tenant may exercise any right or remedy it may possess at law or equity, which is not waived herein. If the default set forth in Tenant's notice cannot reasonably be cured within thirty (30) calendar days, then Landlord shall not be deemed to be in default if Landlord commences to cure within such 30-day period and proceeds diligently and in good faith thereafter to cure such default and does cure such default within a reasonable time.

Notwithstanding anything to the contrary contained herein, if Landlord is in default of its obligations under this Lease due to a cause within Landlord's sole and exclusive control and as a result thereof, the Leased Premises are not usable by Tenant for the conduct of Tenant's business for more than one hundred eighty (180) consecutive days, Tenant shall be entitled to terminate this Lease upon thirty (30) calendar days prior written notice to Landlord delivered to Landlord within fifteen (15) calendar days after the expiration of such 180-day period; provided that Tenant shall deliver notice of such default to Landlord and Landlord shall have such period of time to cure as set forth in this Lease, and if Landlord shall so cure up to the termination date then Tenant's termination right herein will be of no further force or effect.

27.5 General Provisions Regarding Default: No right or remedy under this Lease or at law or equity shall be exclusive of any other right or remedy but shall be cumulative. Failure to insist upon strict performance of any provision of this Lease or to exercise any right or remedy of this Lease or at law or equity shall not constitute a waiver of any future performance. Receipt by Landlord of any Rent or other sum payable under this Lease with knowledge of a Default or Tenant's breach of this Lease shall not constitute a waiver of such Default or breach. No waiver by either Party of any provision of this Lease shall be deemed to have been made unless made in writing. Each Party shall be entitled to injunctive relief in the event of violation or threatened violation of the other party's material obligations hereunder beyond applicable cure periods. Tenant waives and surrenders for itself and all those claiming under it, including creditors of all kinds, any right and privilege which it or any of them may have to redeem the Leased Premises or to have a continuance of this Lease after expiration or termination of Tenant's right of occupancy by order or judgment, any legal process or writ, or under the terms of this Lease.

27.6. Clawback Provision: The Tenant shall be obligated to pay the "Recapture (Clawback) Payment as set forth in this Section, if applicable. The monthly rent payable by the Tenant under the Lease has been discounted (the "Lease Rental Discount") to incentive the Tenant to operate a local, accessible and quality full-service Grocery Store. To protect the Village against the Tenant from leasing the Property and benefitting from discounted rental rate and the Project Improvements, which substantially renovated the Building using primarily Village TIF District Funds and State Grant Funds that the Village took significant steps to secure for the improvement of the Property and the Building, and then not operating the Grocery Store for the initial ten (10) year term of the Lease, the Parties agree to that the Tenant shall pay to the Village an amount not to exceed One Hundred Thousand Dollars and No/100 Dollars (\$100,000.00) (the "Recapture Payment" or "Clawback Payment") if the Tenant fails to occupy the Building and operate the Grocery Store in accordance with the Lease for the entire Initial Term (10-year period). The Initial Term, which is a period of ten (10) consecutive years commencing on the Rent Commencement Date, shall also be known as the "Recapture Period" or "Clawback Period". During the Recapture Period, the Tenant shall receive a one-tenth (1/10th) credit of the Recapture Payment for each full calendar year ending on the anniversary date of the Rent Commencement Date in which the Tenant continuously leases the Property and operates the Grocery Store. Each annual credit shall equal one-tenth (1/10th) of the Clawback Payment or Ten Thousand and No/100 Dollars (\$10,000.00). The Parties agree that the dollar amount of the Clawback Payment is reasonable to protect and preserve a reasonable return of the Village's investment in the Property, the Building and the Project in the event that the Tenant decides to no longer operate the Grocery Store, including the Village's initial expenditure of approximately One Million Five Hundred Thousand and No/100 Dollars of TIF District Funds on the renovation of the Building in 2009 and 2010 and the approval and delivery of the significant financial economic incentives provided to the Tenant by the Village under Section 401 of this Agreement (i.e., Permit fee and Plan Review fee waiver; Completion of 2026 roof repairs in the amount of \$389,786.00; and Hiring of Main Street Design and Retail Solutions, LLC to perform

architectural design and construction plan services and construction management services regarding the Project); the payment to Main Street Retail Solutions of \$40,768.10 for the acquisition of grocery check-out lanes, of \$233,726.81 for the purchase of refrigeration cases, of \$92,815.00 for a replacement condenser and installation, of \$34,859.00 for the purchase of commercial grocery store shelving, of \$143,181.75 for the interior design build-out (including exposed ceiling, wall restoration, bakery/deli/butcher FRP paneling, restroom, restaurant, work), and of \$99,110.00 for the construction and installation of commercial grade flooring; and the payment to Lowe PKL, A Division of Lowe Rental of Atlanta, Georgia of \$108,452.00 for a six-month short-term rental of refrigeration cases; and Village support with outside Illinois agencies to secure the approvals required to develop the Property, including a State of Illinois "Food Desert" grant award and funding of \$2,500,000.00. There shall be no proration of the credit if the payment of the Recapture Payment is triggered during a calendar year. Each annual credit shall equal one-tenth (1/10th) of the Recapture Payment. At the end of tenth (10th) year subsequent to the initial anniversary date of the Rent Commencement Date, if the Tenant has leased the Property and operated the Grocery Store during the full initial 10-year lease term and is not delinquent in the payment of any other financial obligations to the Village under this Agreement or the Village Code and is not in violation of this Agreement or the Lease, the Lessee shall not be obligated to repay of the Village any portion of the Recapture Payment.

28. GENERAL PROVISIONS:

28.1. Estoppel Certificates: Tenant shall, from time to time, within fifteen (15) calendar days after receipt of written request from Landlord, cause to be executed, acknowledged and delivered, in a form reasonably acceptable to Tenant, a certificate stating that this Lease is unmodified and in full effect (or, if there have been modifications, that this Lease is in full effect as modified and setting forth such modifications), the amount of Rent, the dates to which Rent has been paid, and stating that, to the knowledge of Tenant, either no default exists under this Lease or specifying each such default of which Tenant has knowledge.

28.2. Environmental Matters: The Tenant shall not use, generate, transport, store, dispose of or release any hazardous substance, material, contaminant, or pollutant, as defined by any federal or state environmental laws ("Hazardous Materials"), in, under, on or about the Leased Premises. The Tenant, at its cost and expenses, shall remediate any hazardous substance, contaminant or pollution or other dangerous environmental condition that it (or its employees, agents or contractors) creates or causes with respect to the Leased Premises, in accordance with all federal, state, county and local applicable laws and regulations. The term "Hazardous Materials" in addition shall include any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Illinois, or the United States government, including, but not limited to, any material or substance which is: a) petroleum or a petroleum-based substance; b) asbestos; c) polychlorinated biphenyls; d) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 3121) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1371); e) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6901); or g) subject to regulations as a hazardous chemical substance pursuant to Section 6 of the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. (15 U.S.C. Section 2605). Except for any Hazardous Materials or other environmental conditions existing on or under the Leased Premises prior to the first day of this Lease, the Tenant shall indemnify and hold the Landlord, and its agents, harmless against any claim, suit, loss, liability or damage, including, attorneys fees and expenses incurred

by the Landlord, and its agents, in defending itself or complying with applicable laws and regulations, arising out of or relating to the disposal or release of any hazardous substance, material, contaminant, or pollutant in, under, on or about the Leased Premises, by the Tenant that occurs on or after the first day of this Lease. **Tenant shall notify Landlord in writing on the first date of the Lease of any chemicals that might be needed to facilitate Tenant's businesses.** The Tenant agrees that it is taking possession of the Leased Premises in "AS IS, WHERE IS" condition, including all known Hazardous Materials or other environmental conditions existing on or under the Leased Premises prior to the first day of this Lease, and that it shall comply with each of the environmental, indemnification, defense covenants set forth herein. This Section 28.2 shall survive cancellation, termination or expiration of this Lease.

28.3. Counterclaim: If Landlord commences any proceedings for non-payment of Rent or other sums due hereunder, Tenant will not interpose any voluntary counterclaim relating to such matters in such proceedings. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in a separate action brought by Tenant. The covenants to pay rent and other amounts hereunder are independent covenants and Tenant shall have no right to hold back, offset or fail to pay any such amounts by reason of default by Landlord or for any other reason whatsoever.

28.4. Waiver of Trial By Jury and Rights of Redemption: To the extent permitted by law, Tenant waives any and all right to a trial by jury and rights of redemption granted by or under any present or future laws if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Leased Premises due to Tenant's default under this Lease or otherwise.

28.5. Waiver of Counterclaims: TENANT SHALL NOT IMPOSE ANY NON-COMPULSORY COUNTERCLAIM OR COUNTERCLAIMS IN A SUMMARY PROCEEDING OR OTHER ACTION BASED ON TERMINATION OR HOLDOVER, IT BEING THE INTENT OF THE PARTIES HERETO THAT TENANT BE STRICTLY LIMITED IN SUCH INSTANCE TO BRINGING A SEPARATE ACTION IN THE COURT OF APPROPRIATE JURISDICTION. THE FOREGOING WAIVER AND TENANT'S WAIVER SET FORTH HEREINBELOW IS A MATERIAL INDUCEMENT TO LANDLORD MAKING, EXECUTING AND DELIVERING THIS LEASE AND TENANT'S WAIVERS IN THIS SECTION 28.5 ARE DONE SO KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY.

28.6. Waiver of Subrogation: Notwithstanding anything in this Lease to the contrary, Landlord and Tenant (each a "Waiving Party") each releases and waives any and all claims and right of recovery for subrogation and any right of subrogation against the other Party or its employees for damage, loss or injury caused by or resulting from fire or other perils, to the extent that any such claims for damages, losses or injuries are or would be covered by any special form property insurance policies that such Party does or is required hereunder to maintain. Each Waiving Party shall look to its respective insurance coverage, and its deductibles, for recovery of any insured property damage. Each of Landlord and Tenant shall cause any special form property insurance policies that it maintains to contain a provision whereby the insurer waives any (a) rights of subrogation, and (b) rights of recovery against the other Party. Both Landlord and Tenant agree to immediately give each insurance company that has issued to it policies of special form property insurance written notice of the terms of such mutual waivers and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation thereof by reason of such waivers and shall furnish to the other Party a certificate of insurance or other written evidence of such endorsement or that such endorsement is not required.

28.7. Broker's Commission: Tenant and Landlord represents and warrants to one another that no broker, agent, commission salesperson, or other person has represented either Tenant or Landlord in the negotiations for and procurement of this Lease and of the Leased Premises and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any broker, agent, commission salesperson, or other person except as identified below. The broker commission or other compensation due and payable to Tenant's Broker (Village Realty, Inc.) by reason of a Letter of Intent dated October 28, 2022 shall be paid by the Tenant, at its cost and expense, pursuant to a separate written agreement. The Tenant agrees to indemnify and hold harmless the Landlord for the payment of such commission or other compensation due and payable to the Tenant's Broker.

28.8. Restricted Persons: Each Party is and will take such action to remain in compliance with the requirements of Executive Order No. 13224, 66 Fed Reg. 49079 (September 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders"). Each Party represents that it is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders.

28.9. Limitation of Liability: Landlord's obligations and liability to Tenant with respect to this Lease shall be limited solely to Landlord's interest in the Leased Premises and the unencumbered income derived therefrom, and neither Landlord, nor any Landlord Affiliates shall have any personal liability whatsoever with respect to this Lease.

28.10. Time of Essence: Except as otherwise specifically provided herein, TIME IS OF THE ESSENCE OF THIS LEASE; provided, however, that failure of Landlord to provide Tenant with any notification regarding adjustments in any elements of Rent, or any estimated payments with respect to any such elements, or any other charges provided for hereunder, within the time period prescribed in this Lease shall not relieve Tenant of its obligation to make such payments, which payments shall be made by Tenant at such time as notice is subsequently given.

28.11. Force Majeure: If either Party shall be prevented or delayed from punctually performing any obligations or satisfying any condition under this Lease by reason Force Majeure (as hereinafter defined) then the time to perform such obligation or to satisfy such condition shall be extended on a day for day basis for the period of the prevention or delay caused by Force Majeure; provided, however, that the Party claiming the benefit of this provision shall, as a condition thereto, give notice to the other Party in writing within ten (10) business days of the incident specifying with reasonable particularity the nature thereof, which notice may, provided written notice is given by email or another means that is reasonably practicable under the circumstances. Notwithstanding the foregoing, this Section 28.11 shall not apply to the inability to pay any sum of money due hereunder, such as Rent, or to the failure to perform any other obligation due to the lack of money or inability to raise capital or borrow funds for any purpose. During an incident of Force Majeure, after notice is given to the other Party, the non-performing Party shall furnish daily or weekly status reports, as appropriate to the circumstances, during the period of Force Majeure. The excuse of performance shall be of no greater scope and of no longer duration than is required by Force Majeure. No obligations of either Party that arose before Force Majeure causing the excuse of performance are excused as a result of Force Majeure. The non-performing Party shall use commercially reasonable efforts to remedy its inability to perform. "Force Majeure" is defined as the non-performing Party's

performance is delayed or prevented by any circumstances beyond the non-performing Party's control, including but not limited to fire, flood, explosion, pandemic, strikes or other labor disputes, acts of God or public emergency, war, rioting, malicious damage, acts or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment or service from a public utility needed for their performance.

28.12. Governmental Orders: Tenant agrees, at its own cost and expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's specific use and occupancy of the Leased Premises that is issued after the completion of the Project Improvements. Landlord agrees to comply promptly with any such requirements if not made necessary by reason of Tenant's specific use and occupancy of the Leased Premises. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to either Landlord or Tenant to repair, alter, remove, reconstruct or improve the Leased Premises shall exceed a sum equal to one year's Rent then in effect, then either Landlord or Tenant may terminate this Lease by giving written notice of termination to the non-terminating Party, which termination shall become effective sixty (60) calendar days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements by giving such notice unless either Party shall, before termination becomes effective, pay all cost of compliance in excess of one year's Rent then in effect. Notwithstanding any language contained herein to the contrary, in the event of a Tenant termination due to such costs over one (1) year of Rent, Landlord shall have the right to pay such overage and, in such event, Tenant's termination right under this Section 28.12 shall be of no force or effect.

28.13. Americans With Disabilities Act: Tenant's use of the Leased Premises, and any public sidewalks adjacent to and within the Premises, for retail purposes is deemed a commercial facility open to the general public under Title III of the Americans with Disabilities Act of 1990, as amended from time to time or superseding State or local legislation (as amended and/or superseded, "ADA"). Landlord represents and warrants and covenants during the Term that the Common Areas and the exterior of the Leased Premises, the structure of the Leased Premises, and the access areas of the Leased Premises (except, in all cases, to the extent altered or modified by Tenant), will comply at all times with the Landlord's obligations pursuant to the ADA.

28.14. Condemnation: If all or any part of the Leased Premises is condemned, then either Landlord or Tenant may terminate this Lease by giving written notice of termination within thirty (30) calendar days after such condemnation, in which event this Lease shall terminate effective as of the date of such condemnation. Condemnation shall be defined to mean the time when a condemnation or eminent domain proceeding is actually filed in a court of competent jurisdiction. In the event that a portion of the Leased Premises, but not all, is taken by condemnation, the remaining Leased Premises must be reasonably suitable for Tenant, without further modification to the Leased Premises, as determined by the Village Engineer, to continue its usual and customary business activities from the Leased Premises. If not, Landlord or Tenant shall have the right to terminate the Lease. If this Lease so terminates, Rent and any other payments due under this Lease shall be paid through and apportioned as of the filing date of such condemnation lawsuit. If the Lease is not terminated, the Lease shall remain in full force and effect. Subject to the Landlord's exclusive right to receive just compensation for taking of the fee, Tenant may pursue its own claim against the condemning authority for compensatory damages and moving expenses resulting from the condemnation of its leasehold interest. The foregoing right of termination shall not apply with respect to any condemnation for street improvements or widening, or for public utility easements.

28.15. Relationship Of Parties: Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any other Party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, and neither the method of computation of Rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

28.16. No Estate In Land: This Lease shall create the relationship of Landlord and Tenant between the parties hereto. This Lease shall in no way create the relationship of partner or joint venturer between Landlord and Tenant. No estate shall pass out of Landlord. Tenant has only a usufruct not subject to hypothecation, mortgage, levy or sale. Express provision in this Lease for any rights or duties which are imposed by law or statute with respect to usufructs shall in no way be deemed or construed as an indication or implication that any relationship other than that of landlord and tenant has been created or that Tenant has anything more than a usufruct by virtue of this Lease. Tenant shall, if such were to reduce the award of Landlord, not be entitled to any award of whatsoever nature based upon this Lease or Tenant's right to use and occupancy of the Leased Premises hereunder.

28.17. Financial Resources: The Tenant has the financial resources at its disposal necessary to undertake and fulfill all of the obligations and duties set forth under this Lease and to provide the indemnification of the Landlord and its Agents and Affiliates as provided for in this Lease. As a condition of executing the Lease and to ensure the performance of all of its obligations and covenants required under this Lease, the Tenant has provided the Landlord with a Tenant's Statement of Funds (attached as **Exhibit "5"**). The Tenant has also signed a document titled TENANT GUARANTY, ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE CONDITIONS, TERMS, PROVISIONS AND OBLIGATIONS SET FORTH IN THE GROCERY STORE LEASE FOR THE BUILDING LOCATED AT 615 SOUTH 5TH AVENUE, MAYWOOD, COOK COUNTY, ILLINOIS (Joseph's Fresh Markets, LLC d/b/a Living Fresh Market) (attached as **Exhibit "6"**).

28.18. Representations and Warranties:

28.18.1. Tenant represents and warrants to Landlord that: (i) Tenant is a limited liability company validly existing under the laws of the State of Illinois and has the power to own its property and assets and carry on its business in Illinois; (ii) the execution of this Lease constitutes the binding obligation of Tenant and has been authorized by individuals with the requisite authority to bind Tenant; (iii) this Lease will not conflict with or result in a breach of Tenant's organizational documents or any to which Tenant is a party or by which it may be bound, or violate any state or federal governmental law, statute, ordinance or regulation; (iv) the person executing this Lease on behalf of Tenant is duly authorized to do so and is authorized to act on behalf of Landlord; and (v) this Lease and all documents to be executed pursuant hereto by Tenant are binding upon and enforceable against Tenant in accordance with their respective terms.

27.18.2. Landlord represents to Tenant that: (i) Landlord is a home rule Illinois municipal corporation, validly existing under the laws of the State of Illinois and has the power to own its property and assets and carry on its business in Illinois; (ii) it has the full right, power and authority to lease the Leased Premises to Tenant as provided in this Lease without any need for obtaining any consents or approvals from any party, except for Landlord, (iii) the person executing this Lease on behalf of Landlord is duly authorized to do so

and is authorized to act on behalf of Landlord, and (iv) this Lease and all documents to be executed pursuant hereto by Landlord are binding upon and enforceable against Landlord in accordance with their respective terms.

28.18.3. Tenant acknowledges that neither Landlord nor Landlord's agents, employees or contractors have made any representations or promises with respect to the Leased Premises, the Building or this Lease except as expressly set forth herein and that Tenant shall have no claim, right or cause of action based on or attributable to any representation or promise with respect to the Leased Premises, the Building or this Lease except as expressly set forth herein. Tenant has not been induced by or relied upon any information, representations, warranties or statements, whether oral or written, express or implied made by the Landlord or any of the Landlord's Affiliates or any other person representing or purporting to represent Landlord or that are not expressly set forth in this Lease.

28.18.4. Compliance with Laws. The Tenant represents and warrants to the Village, both as of the date of execution and delivery of this Lease, and for the term of the Lease, as follows:

28.18.4.1. The Tenant represents and warrants that any Additional Improvements shall be constructed and fully completed in a good and workmanlike manner in accordance with all applicable federal, state and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, including but not limited to the building, electric, plumbing and fire codes that are applicable to the Project. The Tenant further certifies that:

- (i) It is not barred from contracting with any unit of State or local government as a result of violating either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless it is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. The Tenant and its officers, corporate authorities, employees, and agents further certify by signing this Lease that the Tenant and its officers, corporate authorities, employees, and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has the Tenant and its officers, corporate authorities, employees, and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Tenant been so convicted nor made such an admission.
- (ii) It shall comply with the Illinois Drug Free Work Place Act.
- (iii) In the performance of its obligations pursuant to this Lease, it shall comply with all applicable provisions of federal, state and local law, and agrees not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human

Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations; it maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); it certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. It certifies that it agrees to comply with Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160). Any complaint of such discrimination received by the Tenant for matters covered by this Lease shall be immediately forwarded to the Village.

(v) Any construction contracts entered into by the Tenant relating to the construction of the Project shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act and Prevailing Wage Act.

(vi) The Tenant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.

28.18.4.2. Because the Project is being funded with a State of Illinois Food Desert Grant from the Illinois Criminal Justice Information Authority (UEI#: 74381526 (Duns) NPFADU3GJVG3(UEI)) in the amount of \$2,500,000.00 (the "State Grant"), the Tenant shall comply with all applicable federal laws (the Davis-Bacon Act), state laws (the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) and regulations including without limitation, relating to minimum wages to be paid to all contractors and subcontractors who work on the Project. The Tenant shall also comply with all applicable federal laws (Davis-Bacon Act), state laws and regulations including without limitation, relating to minimum wages to be paid to all employees, the employment of minors, minimum fair wage standards for minors, payment of wages due employees, including the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.), if applicable, and health and safety of employees. The Tenant agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Tenant in all its contracts and agreements with any of its subcontractors for work to be performed pursuant to this Lease. Any contracts entered into by the Tenant with subcontractors for work to be performed pursuant to this Lease must adhere to and require compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.), if applicable.

28.18.4.3. The Tenant agrees to maintain full compliance with changing government requirements that govern or apply to the construction of the Project and its operation of the Grocery Store. The Tenant understands and agrees that the most recent of such federal, county, state, and local laws and regulations will govern the administration of this Lease at any particular time. Likewise, new federal, county, state and

local laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Lease and the Project. Any lawsuit or complaint of violation of laws that is received by the Tenant relative to this Lease or the Project shall be immediately forwarded to the Village Manager.

28.18.4.4. The Tenant shall indemnify and hold harmless the Village, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation (the Davis-Bacon Act). In addition, the Tenant agrees to indemnify and hold harmless the Indemnified Parties for any claim asserted against them arising from the Project or this Lease. This obligation to indemnify and hold harmless obligates the Tenant to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all litigation defense costs of the Indemnified Parties, including but not limited to the reasonable attorney fees of the Indemnified Parties.

28.18.4.5. Freedom of Information Act: It shall comply with the Illinois Freedom of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the Contractor must maintain and make available to the Village, upon request, its public records relating to the performance of this Lease in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the FOIA.

28.19. Notices: All notices, demands, or communications required or permitted to be given under this Lease shall be in writing and shall be delivered at the following addresses listed for the Parties listed below or as otherwise directed by the Parties in writing: (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by electronic internet mail ("Email"). Email notices shall be deemed valid only to the extent that they are: (a) sent to the current email address for the recipient; and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices, demands and communications to them, but no notice of a change of addressee or address shall be effective until actually received. Notices, demands and communications to the Village shall be addressed to, and delivered at, the following addresses:

TENANT Joseph's Fresh Markets, LLC d/b/a Living Fresh Market INSERT _____, Illinois _____ Contact: NAME	LANDLORD Village of Maywood 40 East Madison Street Maywood, Illinois 60153 Contact: Lanya Satchell
--	---

Managing Member	Acting Village Manager
-----------------	------------------------

28.20. Captions: The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining, limiting, or construing in any way the scope or intent of the provisions hereof.

28.21. Covenants Binding On Successors: All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties to this Lease, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

28.22. Binding Effect. Subject to the terms and restrictions of Section 5.3 and this Section all provisions contained in this Lease shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of Landlord and Tenant. The covenants and obligations of Landlord under this Lease shall not be binding upon the Landlord herein named or any subsequent Landlord with respect to any period subsequent to the transfer of all its interests in the Leased Premises, and, in the event of any such transfer, Tenant agrees to look solely to the transferee for the performance of any term, covenant, obligation, warranty or representation of Landlord hereunder, but only with respect to the period beginning with such transfer and ending with a subsequent transfer of such interest.

28.23. Entire Agreement; Amendments Must Be In Writing: This Lease, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire agreement and understanding between the parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Lease. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Lease that are not fully expressed herein. None of the covenants, terms or conditions of this Lease, to be kept and performed by either Party, shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed, acknowledged and delivered by the other Party.

28.24. Interpretation Amendment and Modification: This Lease shall be interpreted under the laws of Illinois. The recitals to this Lease are incorporated in this Lease. The Sections captions are for the convenient reference of the parties only and are not intended to and shall not be deemed to modify the interpretation of the Section from that which is indicated by the text of the Section alone. All of the representations, warranties and indemnities contained in this Lease shall survive indefinitely the expiration or termination of this Lease. This Lease is the product of negotiation and the Parties agree that it shall be interpreted in accordance with its fair and apparent meaning and not for or against either Party. This Lease may not be changed or amended except by a writing duly authorized and executed by the Party against whom enforcement is sought.

28.25. Miscellaneous: This Lease contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. If any clause or provision of this Lease or the application thereof to any person, entity or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease and the application of such clause or provisions to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each such clause or provision shall be valid and enforceable to the fullest extent permitted by law. The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives and assigns. The use of the terms "hereof," "hereunder" and "herein" shall refer to the Lease as a whole except where noted otherwise, and, unless the context otherwise requires, the term "expense" includes all costs and expenses whether required to be capitalized or expensed in accordance with generally accepted accounting principles. The necessary grammatical changes required to express singular, plural, male, female or neuter as applicable shall be assumed in each case to be fully expressed. The use of the terms "including" and "include" shall be understood to mean "including, without limitation." The words "will" and "shall" are to be synonymous and indicate an obligation rather than a mere preference or aspiration. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument and may be signed by any electronic or digital method by any one or more of the undersigned with the same force and effect as the manually executed original thereof. In that regard, each of Landlord and Tenant accepts and agrees to be bound by an electronic record of this Lease executed or adopted with an electronic signature.

28.26. Applicable Law; Venue: The parties agree that for purposes of any lawsuit(s) between them concerning the subject matter of this Lease, and all questions of construction, interpretation, enforcement hereof, that all such controversies shall be governed by the statutory and common law of the State of Illinois; venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the jurisdiction of said Court for any such proceedings or action.

28.27. Plurals: The words "Landlord" and "Tenant" wherever herein occurring and used shall be construed to mean "Landlords" and "Tenants" in case more than one person constitutes either Party to this Lease. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Tenant and to male or female, shall in all instances be assumed as though in each fully expressed.

28.28. Severability: If any provision of this Lease or its application to any person or circumstance shall be declared invalid or unenforceable, the remaining provisions of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby and each provision shall be valid and enforceable to the extent permitted by law.

28.29. No Individual Or Personal Liability: Notwithstanding any other statement in this Lease, the parties agree that the representations in this Section VI are made on behalf of the Village of Maywood, and the Mayor and Board of Trustees are not making such representations personally, are not parties to this Lease and shall incur no personal liability in conjunction with this Lease.

28.30. Filing of Lease: The Landlord, in its discretion, may file a fully executed certified copy of this Lease with the Cook County Assessor's Office and may record a copy of the Lease against title to the Leased Premises by filing it with the Cook County Clerk's Office, Recording Department.

28.31. Attorney's Fees: Tenant will pay all court costs, attorney's fees and litigation expenses that are incurred by Landlord in enforcing the any term, covenant or condition of this Lease in regard to the Tenant.

28.32. Exhibits: True and correct copies of the below-listed Exhibits are attached hereto and made a part of this Lease or shall be incorporated herein after their approval and execution by the Parties:

- a. **Exhibit "1"** – Legal Description of Leased Premises (attached)
- b. **Group Exhibit "2"** – Project Budget and Project Improvements Description and Project Construction Budget (attached)
- c. **Exhibit "3"** – Inventory Sheets of Inventory Sheets of Landlord Personal Property and Tenant Personal Property (attached)
- d. **Exhibit "4"** - Project Plans (final version to be attached after Landlord approval)
- e. **Exhibit "5"** - Tenant's Statement of Funds (attached)
- f. **Exhibit "6"** – PERSONAL GUARANTY, ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE CONDITIONS, TERMS, PROVISIONS AND OBLIGATIONS SET FORTH IN THE GROCERY STORE LEASE FOR THE BUILDING LOCATED AT 615 SOUTH 5TH AVENUE, MAYWOOD, COOK COUNTY, ILLINOIS (Joseph's Fresh Markets, LLC d/b/a Living Fresh Market) (attached)

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date of Lease stated above.

LANDLORD: VILLAGE OF MAYWOOD, ILLINOIS

**TENANT: Joseph's Fresh Markets, LLC d/b/a
Living Fresh Market**

By: _____
Village President

By: _____
Name:
Title:

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Village Clerk

By: _____
Name:

Title:

Date:_____

Date:_____

DRAFT

Exhibit "1"

Legal Description of 601 South 5th Avenue, Maywood, Illinois

Commented [MJ1]: Confirm legal and PINS - building only, not parking lot?

The "Premises" is legally described below and consists of Property Identification Numbers (PINs):

BUILDING AREA LEGAL DESCRIPTION

THAT PART OF LOTS 6 THROUGH 15, BOTH INCLUSIVE, VACATED 14.0 FOOT WIDE VACATED ALLEY AND VACATED WALNUT STREET IN BLOCK 99, LOTS 19 AND 20 IN BLOCK 106 ALL IN MAYWOOD, BEING A SUBDIVISION IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 11, AND THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF 4TH AVENUE THAT IS 3.20 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 15 IN BLOCK 99 IN MAYWOOD SUBDIVISION; THENCE SOUTHERLY ALONG THE WEST LINE OF 4TH AVENUE 237.16 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 15.20 FEET OF LOT 19 IN BLOCK 106 IN SAID MAYWOOD SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE 125.57 FEET TO A POINT ON THE EAST LINE OF THE 14.0 FOOT WIDE PUBLIC ALLEY, BEING ALSO THE WEST LINE OF SAID LOT 19; THENCE NORTHERLY ALONG THE EAST LINE OF SAID ALLEY TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF VACATED WALNUT STREET; THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH HALF OF VACATED WALNUT STREET 23.76 FEET TO A POINT THAT IS 115.81 FEET EAST OF THE EAST LINE OF 5TH AVENUE; THENCE NORTHERLY, PARALLEL WITH THE EAST LINE OF 5TH AVENUE 162.45 FEET TO A POINT ON A LINE THAT IS THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 3.20 FEET OF SAID LOT 15 IN BLOCK 99; THENCE EASTERLY ALONG SAID EXTENDED LINE AND THE SOUTH LINE OF THE NORTH 3.20 FEET OF SAID LOT 15 IN BLOCK 99, 149.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Part of Property Index Numbers (PINs): 15-11-336-018-0000 and 15-11-336-020-0000; and all of PIN: 15-11-336-006-0000.

PARKING LOT LEGAL DESCRIPTION

THAT PART OF LOTS 4 THROUGH 10, BOTH INCLUSIVE, LOTS 15 THROUGH 20, BOTH INCLUSIVE, VACATED 14.0 FOOT WIDE VACATED ALLEY AND THE NORTH HALF OF VACATED WALNUT STREET IN BLOCK 99 IN MAYWOOD, BEING A SUBDIVISION IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 11, AND THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF VACATED WALNUT STREET AND THE EAST LINE OF 5TH AVENUE; THENCE NORTHERLY ALONG THE EAST LINE OF 5TH AVENUE 199.79 FEET TO THE NORTH LINE OF THE SOUTH 7.6 FEET OF LOT 4 IN BLOCK 99 IN SAID MAYWOOD SUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH 7.6 FEET OF LOT 4 AND ITS EXTENSION EAST 139.55 FEET TO THE EAST LINE OF SAID VACATED 14.0 FOOT WIDE ALLEY; THENCE

Draft 8.21.2026

NORTHERLY ALONG THE EAST LINE OF A 14.0 FOOT WIDE PUBLIC ALLEY, 98.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 20 IN BLOCK 99; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 20, 125.54 FEET TO THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOTS 15 THROUGH 20, 135.86 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 3.20 FEET OF SAID LOT 15; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 3.20 FEET OF LOT 15 AND ITS EXTENSION WESTERLY, 149.29 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF 5TH AVENUE, 162.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF VACATED WALNUT STREET; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTH HALF OF VACATED WALNUT STREET 115.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Part of Property Index Numbers (PINs): 15-11-336-018-0000 and 15-11-336-020-0000; and all of PIN: 15-11-336-003-0000.

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Group Exhibit "2"

Project Budget, Project Improvements Description and
Project Construction Budget

(attached)

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Draft 8.21.2026

Exhibit "3"

Inventory Sheets

(attached)

DRAFT

Exhibit “4”

Project Plans (Final Project Plans to be attached after Landlord approval)

(attached)

DRAFT

Exhibit “5”

Tenant’s Statement of Funds

(attached)

DRAFT

Exhibit “6”

**PERSONAL GUARANTY, ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE
CONDITIONS, TERMS, PROVISIONS AND OBLIGATIONS SET FORTH IN THE GROCERY STORE LEASE
FOR THE BUILDING LOCATED AT 615 SOUTH 5TH AVENUE, MAYWOOD, COOK COUNTY, ILLINOIS
(Joseph’s Fresh Markets, LLC d/b/a Living Fresh Market)**

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration and rights set forth in a Grocery Store Lease entered into with the Village of Maywood, Illinois, as Landlord, the receipt and sufficiency of which is acknowledged, I, _____, Member of Joseph’s Fresh Markets, LLC d/b/a Living Fresh Market, the Tenant under said Grocery Store Lease, and in my individual capacity, personally guarantee the payment of rent and all other financial obligations and the performance by the Tenant of all conditions, terms, provisions and obligations set forth in the Grocery Store, and have signed this PERSONAL GUARANTY, ACKNOWLEDGMENT AND AGREEMENT, as an authorized corporate officer of Joseph’s Fresh Markets, LLC and in my individual capacity, to confirm that Joseph’s Fresh Markets, LLC shall be bound by such conditions, terms, provisions and obligations.

The Undersigned agrees to indemnify, defend and hold the Village of Maywood and its appointed and elected officials, president and board of trustees, employees, agents and representatives, and their respective successors, harmless against all obligations, demands, losses, or liabilities by whomever asserted, suffered, incurred or paid by the Village as a result of, in any way arising out of, following, or consequential to, transactions under the Redevelopment Agreement and the Lease.

The Undersigned agrees that its liability under this Personal Guaranty, Acknowledgement And Agreement is direct and unconditional and may be enforced without requiring the Village to resort to any other right, remedy or security.

Notice of acceptance of this Personal Guaranty, Acknowledgement And Agreement and presentment, protest and demand, and notice of protest and demand of any accounts, and notice of nonperformance or breach of contract and all other notices to which the undersigned might otherwise be entitled under this Personal Guaranty, Acknowledgement And Agreement or under law are waived.

JOSEPH’S FRESH MARKETS, LLC D/B/A LIVING FRESH MARKET NOTARY PUBLIC

By: _____
Name:
Title: Manager

Date: _____

_____, Individually

By: _____

By: _____
Name:
Notary

Date: _____

NOTARY PUBLIC

By: _____

Draft 8.21.2026

Name:

Name:
Notary

Date:_____

Date:_____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO CERTIFY, that _____, is personally known to me be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this day of , 2026.

Notary Public:

My Commission Expires:





Note: Renderings are representational only. They are intended to convey design intent and atmosphere, not an exact depiction of materials, lighting, or construction details. Final results may vary based on fabrication, installation, and real-world conditions.



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PROVISION



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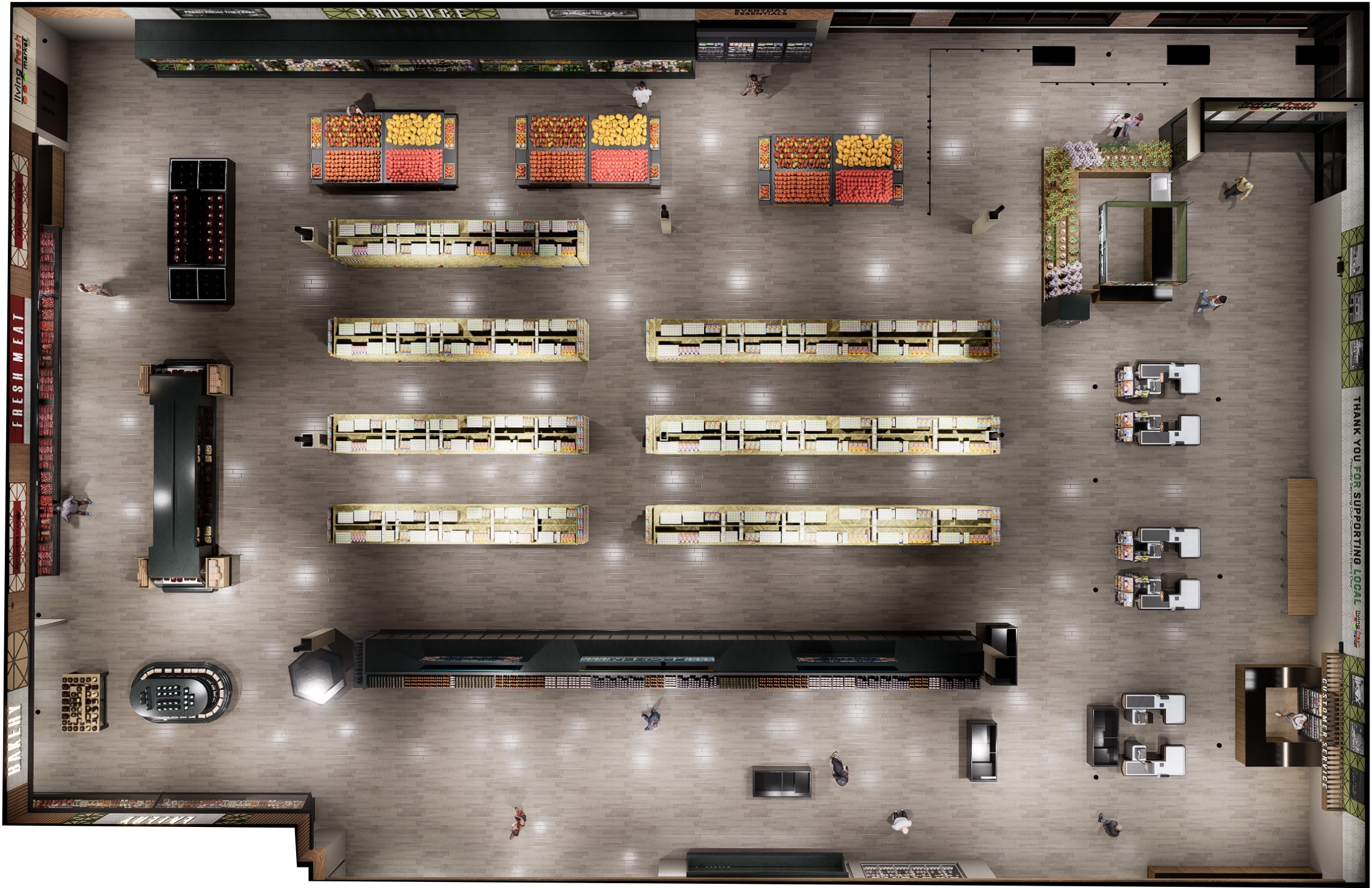


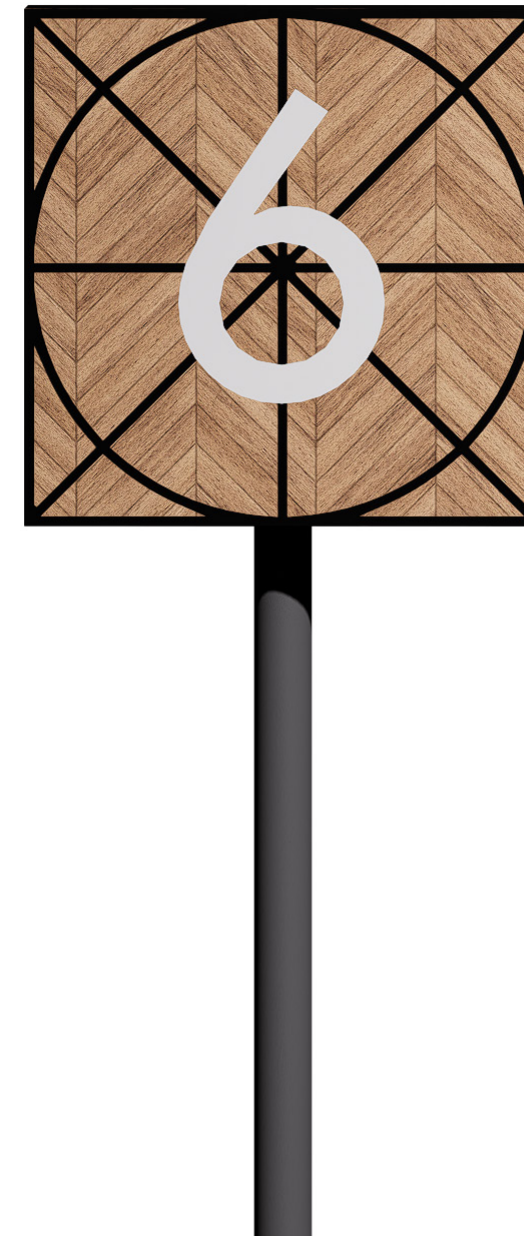
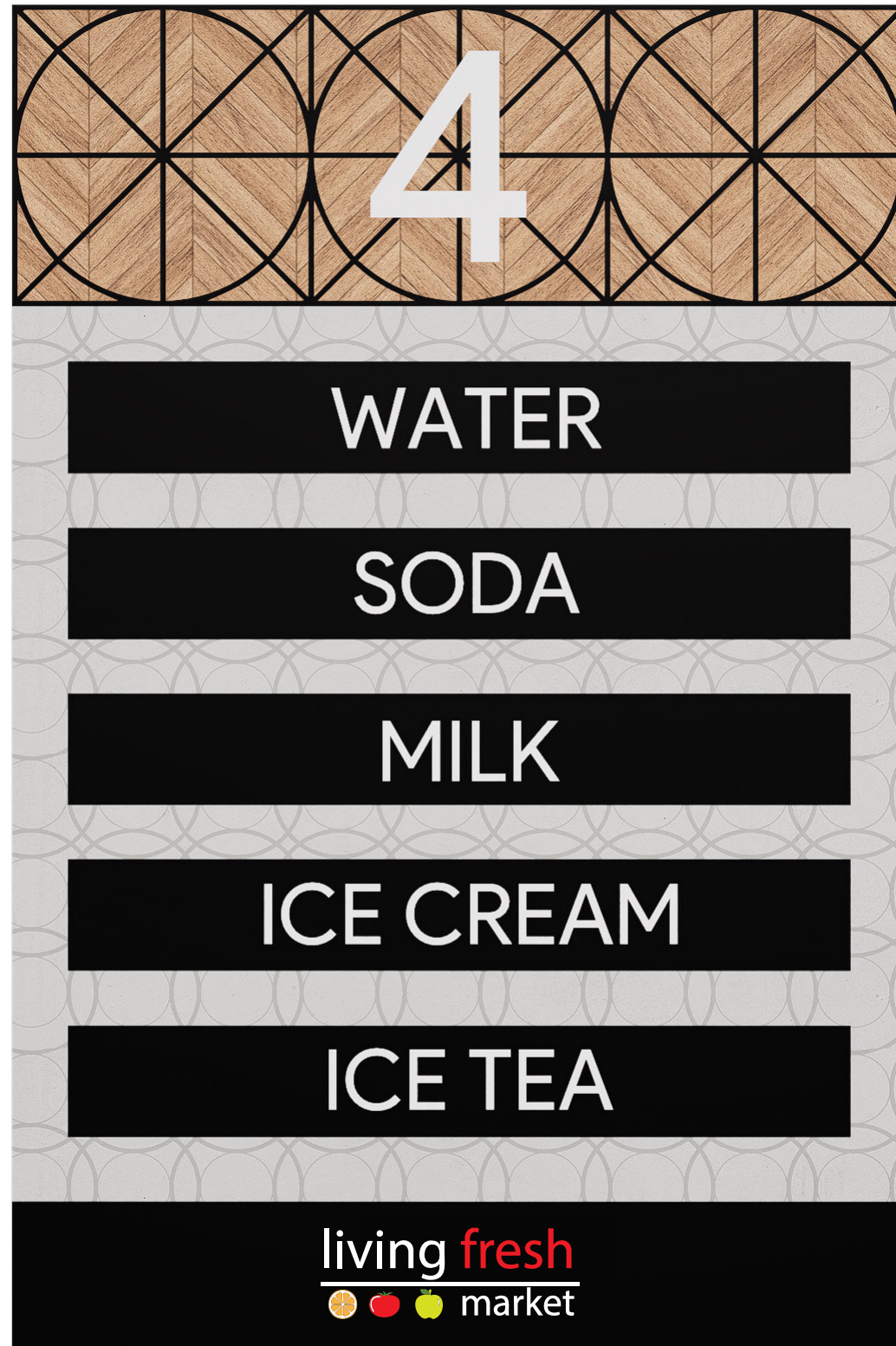
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Note: Renderings are representational only. They are intended to convey design intent and atmosphere, not an exact depiction of materials, lighting, or construction details. Final results may vary based on fabrication, installation, and real-world conditions.





**Recording Requested by and
When Recorded Return to**

Michael T. Jurusik
Klein, Thorpe and Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, Illinois 60559
Box 324

Common Address:

615 South 5th Avenue
Maywood, Illinois 60153

Property Identification Numbers:

15-11-336-006-0000
Part of 15-11-336-018-0000
Part of 15-11-336-020-0000

DRAFT 8.21.2026

**SECTION REFERENCES NEED TO BE VERIFIED AND
UPDATED**

**SUBJECT TO VILLAGE BOARD REVIEW, FURTHER
NEGOTIATION AND APPROVAL**

**ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING REDEVELOPMENT AGREEMENT
FOR THE RENOVATION AND LEASE OF THE 615 SOUTH 5TH AVENUE PROPERTY FOR THE
OPERATION OF A FULL-SERVICE GROCERY STORE LOCATED WITHIN IN THE
MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT**

BETWEEN

VILLAGE OF MAYWOOD

and

JOSEPH'S FRESH MARKETS, LLC D/B/A LIVING FRESH MARKET

Dated _____, 2026

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT ("Agreement"), dated this ____ day of _____, 2026, is made by and between the **VILLAGE OF MAYWOOD**, Cook County, Illinois, an Illinois municipal corporation and home rule unit of local government (the "**Village**") and **Joseph's Fresh Markets, LLC**, an Illinois limited liability company, d/b/a Living Fresh Market (the "**Lessee / Grocery Store Operator**" or "**Lessee**").

RECITALS

WHEREAS, the Village is a duly constituted and existing municipality within the meaning of Section 1 of Article VII (Local Government) of the 1970 Constitution of the State of Illinois and is a "home rule unit" under Section 6(a) of Article VII (Local Government) of the 1970 Constitution; and

WHEREAS, the Village has the authority to promote the health, safety and welfare of the Village and its inhabitants, to encourage private development in order to enhance the local tax base, create employment and ameliorate blight, and to enter into contractual agreements with third persons to achieve these purposes; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois (65 ILCS 5/11-74.4-1, *et seq.*), amended (the "**TIF Act**"), the President and Board of Trustees of the Village adopted Ordinance No. CO-97-02 on March 27, 1997, which approved a redevelopment plan and project for the Madison Street/Fifth Avenue Redevelopment Project Area (the "**Redevelopment Project Area**") as set forth in the document entitled "Madison Street/Fifth Avenue Tax Increment Financing Redevelopment Project and Plan" (the "**TIF Plan**"), dated January 22, 1997, prepared by Trkla, Pettigrew, Allen & Payne on behalf of the Village, which contains a plan for the redevelopment of the Redevelopment Project Area; and

WHEREAS, in accordance with the TIF Act, the President and Board of Trustees of the Village, pursuant to Ordinance Nos. CO-97-02 and CO-97-03 adopted on March 27, 1997, designated the Redevelopment Project Area as a redevelopment project area (as that term is defined by the TIF Act) and adopted tax increment allocation financing for the Redevelopment Project Area pursuant to the TIF Act for the purposes of implementing the TIF Plan for the Redevelopment Project Area; and

WHEREAS, the President and Board of Trustees of the Village have determined that the blighting factors described in the TIF Plan are detrimental to the public and impair development and growth in the Redevelopment Project Area, with the result that it is necessary to incur extraordinary costs in order to develop the Redevelopment Project Area. The blighting factors in the Redevelopment Project Area will continue to impair growth and development but for the use of tax increment financing to pay redevelopment project costs (as defined in the TIF Act) which necessarily must be incurred to implement the aforesaid program of redevelopment; and

WHEREAS, in furtherance of its commitment to develop the Redevelopment Project Area, the Village has from time to time invited and solicited proposals from qualified lessees / grocery store operators for redevelopment of certain land within the Redevelopment Project Area in an effort to encourage its revitalization as outlined in the TIF Plan; and

WHEREAS, the Village owns certain real estate improved with a commercially zoned two-story masonry block and glass window building, formerly occupied and operated as a full service grocery store, that has approximately 23,000 square feet of interior floor space (the "**Building**") and a parking lot located at the southeast corner of Washington Street and 5th Avenue, bounded by Washington Street on the north, 4th Avenue on the east, 5th Avenue on the west and vacated Walnut Street on the south, commonly known as 615 South 5th Avenue, Maywood, Illinois and legally described in Exhibit "A-2" attached hereto and made a part hereof (the "**Premises**"). The Premises consists of Property Identification Numbers (PINs): 11-15-336-003-0000; -11-15-336-018, 11-15-336-020 and 11-15-344-006. The Village desires to lease a portion of the Premises to Joseph's Fresh Markets, LLC

d/a/Aa Living Fresh Market, an Illinois limited liability company ("Lessee", "Tenant" or "Grocery Store Operator"), in order to allow the Tenant to operate a full-service grocery store (the "Grocery Store") within the existing non-storage areas of the Building (collectively referred to in this Lease as the "Leased Premises"). The "Leased Premises", is legally described on **Exhibit "A-2"** and is limited to the Building and includes only parts of PINS 15-11-336-018-0000 and 15-11-336-020-0000; and all of PIN: 15-11-336-006-0000; and

WHEREAS, the Tenant proposes to lease the Building, excluding the existing paved parking lot ("Municipal Parking Lot") that is adjacent to the west and north sides of the Building, but including the attached loading dock, all fixtures and personal property attached to and within the Building, in accordance with the terms and conditions of this Lease in order to operate a full-service Grocery Store. A "full-service grocery store", as used herein, is defined as a retail store open to the public that offers for sale a full line of groceries, baked good, fresh meats, dairy products, vegetables, fruits and packaged frozen goods as defined in Section 110.13 and 117.23(B) of the Maywood Village Code, including but not limited to offering a mix of the following: a butcher/meat counter, fresh seafood, floral products, a fresh food deli, household items (bathroom supplies, cleaning supplies, disposable cutlery and plates and drink cups), pet products, health and beauty aids and ancillary items that relate to the above described types of merchandise typically sold by grocer. A minimum of seventy percent (70%) of the retail floor area of the Building shall be dedicated to the sale of food products and consumer goods and merchandise. The Municipal Parking Lot shall be open to the public and available for use by the customers of the Grocery Store; and

WHEREAS, in accordance with the terms of this Agreement, the Village agrees to renovate the exterior and interior of the Building in order to operate a modern full-service grocery store facility and agrees to make any necessary infrastructure improvements, including, but not limited to, installation of a drive-thru facility on the northside of the Building and related driveway access and 4th Avenue sidewalk and curb improvements to operate a drive-thru pharmacy, interior and exterior signage, interior painting, repair, replace and/or maintenance servicing of existing grocery store equipment and machinery (i.e., food display coolers, food freezers, shelving, business office equipment, computer monitors, forklift, elevator lift, movable storage bins and racks, etc.), repair, replacement, extension and installation of appropriate utility services (heating, cooling, electric, natural gas, water, security system, fire alarm and fire suppression, etc.), roof repairs, and the installation of fencing, exterior lighting and landscaping improvements to operate the Grocery Store, all as described in more detail in the Redevelopment Agreement (collectively, the "Project Improvements"). The Project Budget, including the funding sources for the completion of the Project Improvements, is attached to this Lease as **Group Exhibit "F"**. A copy of the Lease is attached as **Exhibit "A-1"** to this Agreement; and

WHEREAS, the Village has retained Main Street Design and Retail Solutions, LLC (the "Project Manager") to oversee and manage the completion of the Project Improvements, which must be completed prior to the operation of the Grocery Store; and

WHEREAS, under this Agreement, the Village has obtained initial approval of a State of Illinois Food Desert Grant from the Illinois Criminal Justice Information Authority (UEI#: 74381526 (Duns) NPFADU3GJVG3(UEI)) in the amount of \$2,500,000.00 (the "State Grant") and is contributing Madison Street / Fifth Avenue Tax Increment Financing (TIF) District funds, in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "TIF Act"), to pay for the completion of the Project Improvements. In the event that the State Grant is not appropriated and paid out by the State of Illinois to the Village or its State approval is revoked or conditioned on a later funding date, then upon written notice by the Village to the Tenant that the State Grant is not available to contribute to the completion of the Project Improvements, this Agreement and the Lease shall immediately terminate and be void and not enforceable. In the event of such a termination, the Parties shall no liability to each other for any pre-Agreement and pre-Lease costs and expenses incurred in negotiation of and preparation of this Agreement and the Lease and pursuit of the Project. If the State Grant is conditioned on a later funding date, then the Village, in its sole and exclusive discretion, may consider the approval of an updated version of this Agreement and the Lease at a later date once the State of Illinois confirms the funding of the State Grant for this Project is available and appropriated for payout to the Village; and

WHEREAS, the following Inventory Sheets are attached to this Lease as **Group Exhibit "B"**: (1) Inventory Sheet of existing equipment, furniture, fixtures and machinery located in the Grocery Store that is owned by the Village and available for use by the Tenant in operating the Grocery Store and to-be-acquired equipment, furniture, fixtures and machinery to be purchased and installed in the Grocery Store that will be owned by the Village and available for use by the Tenant in operating the Grocery Store (the "Landlord's Personal Property"); and (2) Inventory Sheet of equipment, furniture, fixtures and machinery to be installed in the Grocery Store that will be purchased and owned by the Tenant (the "Tenant's Personal Property"); and

WHEREAS, after the Project Improvements are completed pursuant to this Agreement, the Village desires to lease to Tenant the Leased Premises for sole and exclusive purpose of operating a full service Grocery Store and Tenant desires to lease from the Landlord for the sole and exclusive purpose of operating a full service Grocery Store upon the terms and conditions hereinafter set forth in the attached Lease; and **WHEREAS**, the Property is situated in a central location within the 5th Avenue Business District Corridor, just south of the 5th Avenue and Washington Boulevard intersection. The Building has a prime frontage location along 5th Avenue and Washington Boulevard, which is within one of the Village's major business corridors. There are multiple vehicle access points to and from 5th Avenue and 4th Avenue for customers to access the building and parking lot. The loading dock is easily accessible from 4th Avenue. The Building was last operated as a grocery store and underwent significant interior and exterior rehabilitation along with infrastructure improvements, including, but not limited to, the rehabilitation of the parking lot, reconstruction of the on-site storm sewers, gas, water, sewer and other appropriate utility services, and the installation of fencing, exterior lighting and landscaping improvements, at a cost that exceeded Two Million Dollars. While there are significant renovation and repair items that need to be addressed, described herein as the "Project Improvements", the interior layout of the Building, the parking lot and the loading dock are in "turn-key" condition for a full-service grocery store use. The Village has secured a State of Illinois grant referred to as the "Food Desert" Grant, which has been awarded by and administered by State of Illinois Food Desert Grant from the Illinois Criminal Justice Information Authority (UEI#: 74381526 (Duns) NPFADU3GJVG3(UEI)) ("State Grant") and the Village has agreed to expend certain TIF District Funds to assist with the renovation of the Building and to provide other economic incentives to the Tenant, as set forth under Section 401 (Type and Amount of Village Incentives and Other Economic Incentives) of this Agreement, to ensure that the Grocery Store is a viable business; and

WHEREAS, the Village has prepared a set of Design Plans dated _____, 2026 for the Project, which consist of an interior floor plan, exterior and interior building design elevations, landscape plan for the Grocery Store as well as a Project Budget, Project Improvements Description and Project Construction Budget in order to renovate the Building to allow the Tenant to operate the Grocery Store at the Property. A copy of the Design Plans is attached hereto as **EXHIBIT "C"** and made a part hereof. A copy of the Grocery Store as well as a Project Budget, Project Improvements Description and Project Construction Budget are attached hereto as **GROUP EXHIBIT "F"** and made a part hereof. Under the Lease, **Joseph's Fresh Markets, LLC** shall lease the Building to operate a grocery store business and shall own all food and merchandise inventory, non-fixtures and equipment that it locates into the Building and shall lease the Building and all of its improvements and the Village Personal Property for its use in operating the Grocery Store. Under the Lease or this Agreement, the Lessee / Grocery Store Operator shall not acquire ownership or title to the Property, including the land and the Building and all improvements nor the Village Personal Property. The Lessee / Grocery Store Operator shall not sell, lease, sub-let, license, pledge, convey, encumber or otherwise transfer all or any portion of the title to the Property, including the land and the Building and all improvements nor the Village Personal Property during the term of the Lease or this Agreement; and

WHEREAS, the Village is authorized, under its home rule powers and the TIF Act within the Redevelopment Project Area, to assemble and to lease land and other property, real or personal, in the manner and at such price as the Village determines is reasonably necessary to achieve the objectives of the TIF Plan; and

WHEREAS, the President and Board of Trustees of the Village are desirous of having the Property developed for such uses in order to serve the needs of the Village and the community in order to provide a local grocery store options, to produce increased employment opportunities for area residents and to increase tax revenues for the various taxing districts authorized to levy taxes within the Redevelopment Project Area and desire

to induce the Lessee / Grocery Store Operator to lease and renovate the Building and operate the Grocery Store as described more particularly in this Agreement (collectively, the "**Project**"). The President and Board of Trustees of the Village have determined that it is in the best interests of the Village to (i) lease the Property and the Village Personal Property to the Lessee / Grocery Store Operator for the purposes set forth in this Agreement.

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

ARTICLE I INCORPORATION OF RECITALS

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 Article I.

ARTICLE II LEASE OF THE PROPERTY, THE BUILDING AND THE VILLAGE PERSONAL PROPERTY

Section 201. Project and Prerequisites to Lease of the Property.

A. Project Manager; Design Plans; Village Approval of Final Plans; Prohibited Uses.

- a. Project Manager; Design Plans ("Building and Engineering Plans"). The Village Board, at its cost, shall hire a Project Manager, who shall oversee the completion of the Project on behalf of the Village and shall monitor and approve the expenditure of the State Grant Funds in regard to the Project. While the Project Manager shall receive input from the Lessee / Grocery Store Operator, the Project Manager shall be the Village's representative and agent and shall act in the Village's best interest and at the direction of the Village Board or the Village Manager, or designee. The Project Manager shall provide a written progress status report on the Project to the Village Board at least monthly, or more often upon request by the Village Manager. The Design Plans, including a Project Completion Schedule and Project Budget, shall contain the preliminary plans for the completion of the Project Improvements and for which the Village seek to procure all the necessary Village and other governmental approvals. The Design Plans, which shall be prepared by an architect or engineer hired by the Village, shall consist of: a site plan, engineering plans and building plans for all infrastructure improvements and Building improvements, parking lot plan (the Village-owned parking lot shall be seal-coated and re-stripped by the Village, at its cost, as part of the Project), lighting plan, landscape plan, signage plan, and exterior and interior Building elevations and Building section drawings. The Design Plans will include all commercial and office uses and shall not include any noxious uses. The preliminary set of Design Plans are attached to this Agreement as **EXHIBIT "C"** and made part hereof. The final set of Design Plans, i.e., a complete set of Building and Engineering Plans or "Final Plans", that are stamped by a licensed engineer or signed by an licensed architect, shall be submitted by the Village architect during the **Plan Review Due Diligence Period** (defined below) and shall be reviewed by the Project Manager, Village staff and the Village Engineer for approval and comments, which shall be returned to the Village architect for updating and corrections to comply with the Village's plan review comments.
- b. Village Approval of Final Plans. The set of Final Plans and Project Budget are subject to approval by the Village Board within the **Plan Review Due Diligence Period**, and further amendments and/or refinements to those Plans based upon Plan reviews conducted by the Village staff and the Village Engineer shall be mutually agreed upon by the Parties, which shall be known as the "Final Plans". The Final Plans and the final Building Permit application shall be submitted by the Village architect within thirty (30) calendar days of the expiration of the **Plan Review Due Diligence Period**, and shall be approved by the Village Board within thirty (30) calendar days of their submittal to the Village, provided that the Final Plans incorporate Village staff and Village

Engineer comments and substantially conform to the Project improvements contained in the Design Plans, and the Building Permit application, including payment of all permit fees, is complete. Village Board approval of the Final Plans is a condition of the right to lease and occupy the Building and the Property and for approval and issuance of the Building Permit for the Project. The Final Plans shall be attached to and incorporated into this Agreement as **EXHIBIT "D"** and shall not be subject to material modification unless the Village Board agrees to such changes, which can be withheld in its discretion. The Final Plans and the Project Budget are subject to revision by the Project Manager and the Village Board to ensure that the Project does not exceed the funding provided by the State Grant Funds, unless the Village Board authorizes the expenditure of additional eligible funds for the Project. The Village shall be obligated to build in "substantial conformance" with the Village-approved Final Plans.

- c. **Prohibited Uses.** This Agreement includes a list of "Prohibited Uses" for the Property attached as **EXHIBIT "E"** and made part hereof, which are uses that are not allowed to locate and operate at the Property, unless a waiver is granted by the Village's corporate authorities, in their sole discretion. In consideration of being allowed to purchase the Property, the Lessee / Grocery Store Operator agrees to comply with the Prohibited Uses List.

- d. **Tenant Due Diligence.** Prior to the execution of this Agreement and the Lease, the Lessee / Grocery Store Operator shall have had an opportunity ("**Tenant Due Diligence Period**") to review the **Due Diligence** documents (i.e., environmental assessment reports, if any) and to review, access, conduct on-site inspections and testing of the environmental condition of the Property and to send a written notice to the Village that it is satisfied with and accepts the environmental condition of the Property and intends to execute the Lease.

- i. Subject to the Project Manager's oversight of the Project work, the Village shall hire and pay the contractor(s) to perform the work to complete the Project in accordance with the Final Plans. Any extra costs, change orders increasing the Project costs and cost-overruns of any kind that exceed the Project Budget shall be the financial responsibility of the Village.

- ii. The "**Tenant Due Diligence Documents**" provided to the Tenant by the Village consisted of:

- 1. Existing Plat of Survey, legal description, current Title Policy and Title Commitment.
 - 2. Any plans related to the Building and on-site improvements.
 - 3. Soil tests, surveys, environmental reports (including mold tests and studies), if any.
 - 4. Any existing third-party reports related to the Property including, but not limited to, all information pertaining to the existing Building and on-site improvements.

B. Estimated Project Costs; Project Financing; Project Budget.

- a. As a condition of approval of this Agreement by the Village, the Lessee / Grocery Store Operator has already provided to the Village the following documents, which are attached hereto as **GROUP EXHIBIT "F"**:

- i. Proof of financing source(s) or cash to (1) pay the financial obligations under the Lease and (2) operate the Grocery Store on a seven (7) day per week/ three hundred sixty-five (365) day per year basis. Proof of financing should take the form of a line of creditor a pledged bank account that is restricted to withdrawals relating only to the operation of the Grocery Store. Any lender(s), banks, investors, or financial institutions of the Lessee / Grocery Store Operator shall not file any lien of any kind or encumbrance against the Property or the Building or the Village Personal Property.
 - ii. A detailed Business Plan and Budget and Ten-Year Revenue Projection Report for operating the Grocery Store, including but not limited estimated profit, overhead,

- number of employees, employee wages, employee benefits, insurance, maintenance costs, equipment costs, inventory, real estate taxes and utility costs.
- iii. In the event the financing sources of the Lessee / Grocery Store Operator are insufficient to satisfy the Lessee / Grocery Store Operator's obligations to operate the Grocery Store, including any financial obligations, under this Agreement, the Lessee / Grocery Store Operator shall be personally obligated to pay the remainder of any such financial obligations in accordance with the terms of this Agreement or this Agreement and the Lease shall terminate and not be enforceable.
- b. As a condition of approval of this Agreement by the Village has provided the following documents, which are attached hereto as **GROUP EXHIBIT "F"**:
 - i. Detailed estimate of Project Costs ("Estimated Project Costs") prepared by an architect or engineer, as verified by the Village Engineer, consisting of the Project Improvements, i.e., all anticipated interior and exterior improvements, mechanical equipment repairs, replacements and purchases that are needed to ready the Property as an operational full-service Grocery Store, based on a set of Final Plans that shall be completed and submitted to the Village for plan review during the Due Diligence Period.
 - ii. A Construction Budget and Construction Schedule for the Project.
 - iii. The source(s) of financing to complete the Project Improvements must be maintained and preserved through completion of the Building renovation, as determined by the Village's issuance of a Certificate of Project Completion and a Final Occupancy Certificate, and through the operation of the Grocery Store, respectively, or this Agreement shall be terminated and the Lessee shall be liable for all of the Village's costs and legal fees incurred in the preparation of this Agreement and the Lease.
- C. C-1/C-2 Zoning Requirements. The Grocery Store is a permitted zoning and land use. No zoning approvals are required for the Property's intended use as a full-service Grocery Store.
 - a. Drive-Thru Lane for Pharmacy. The proposed drive-thru lane for the proposed pharmacy operation will require Village approval of a special use permit and requires that the Village file an application for the special use permit and participate in a public hearing and have the corporate authorities of the Village adopt an ordinance approving the use of the drive-thru lane. The Village will construct the drive-thru lane as part of the Project Improvements and will file for the special use permit approval in the event a pharmacy operator is selected by the Village and the Village enters into a Lease modification with the Lessee / Grocery Store Operator and a sublease with the pharmacy operated for the operation of the pharmacy.
 - D. TIF Public Hearing. Pursuant to the TIF Act, the Village is required to publish notice of, and conduct a public hearing in regard to consideration of the Lease of the Property by Lessee/ Grocery Store Operator and proposal for development of the Property under this Agreement. As part of the notice for the TIF public hearing, the Village published a notice in the Chicago Sun Times newspaper to advise of this Agreement and the Lease and to solicit proposals from other qualified developers for the redevelopment of this Property, and the Village agreed to consider any other development proposals it receives at the same time it considers the development proposal from Lessee. See, 65 ILCS 5/11-74.4-4(c).
 - E. Tobacco and Liquor Licenses. The Lessee / Grocery Store Operator is not interested in selling tobacco and liquor products within the Grocery Store. In the event that the Lessee / Grocery Store Operator changes its policy on the retail sale of tobacco and liquor products, the Lessee / Grocery Store Operator, or one of its tenants, may apply for retail licenses to sell tobacco and liquor products and the Village shall consider in accordance with applicable Village standards for the issuance of such licenses in place at the time of application and subject to any reasonable Village conditions imposed (e.g., no sales of single cans or single cigarettes).
 - F. Grocery Store Lease. The Lessee / Grocery Store Operator agrees to lease and occupy the Property and the Building from the Village, excluding the existing paved parking lot that is adjacent to the west and north sides of the Building, with an attached loading dock, perimeter fencing, all fixtures and personal property attached to and within the Building, in accordance with the terms and conditions of a Lease, a copy of which is attached hereto as **EXHIBIT "A-1"** in order to operate the Grocery Store.

- G. Termination Provisions. The Village is only interested in leasing the Property and the Building to a person/entity who is committed to operating a full-service Grocery Store and who is willing to invest long-term as a community partner by offering to the community a local, accessible and quality full-service Grocery Store. As a result of that covenant and as set forth in the Lease, the Lease shall terminate in the event that the Lessee / Grocery Store Operator fails to operate a full-service Grocery Store, subject to the following conditions:
- a. No Right to Lease, Sub-Lease or Sub-Let. The Lessee/ Grocery Store Operator shall not lease, sub-lease or sub-let the Property or the Building or any portions thereof to any other person or entity during the term of this Agreement or the term of the Lease.
 - b. Vacate Property and Building. In the event the Lessee/ Grocery Store Operator fails to open and operate the full-service Grocery Store in accordance with the Lease, then the Lessee / Grocery Store Operator shall be obligated to immediately vacate the Property and the Building.
 - c. Recapture (Clawback) Payment ("Clawback Provision"); Personal Guaranty. The monthly rent payable by the Lessee / Grocery Store Operator under the Lease has been discounted (the "Lease Rental Discount") to incentive the Lessee / Grocery Store Operator to operate a local, accessible and quality full-service Grocery Store. To protect the Village against the Lessee / Grocery Store Operator from leasing the Property at a discount and benefitting from the Project Improvements, which substantially renovated the Building using primarily Village TIF District Funds and State Grant Funds that the Village took significant steps to secure for the improvement of the Property and the Building, and then not operating the Grocery Store for the initial ten (10) year term of the Lease, **the Parties agree to that the Lessee / Grocery Store Operator shall pay to the Village an amount not to exceed One Hundred Thousand Dollars and No/100 Dollars (\$100,000.00) (the "Recapture Payment" or "Clawback Payment") if the Tenant does not occupy and operate the Grocery Store in accordance with the Lease for the entire initial 10-year lease term. The initial ten (10) year term of the Lease, which shall be a period of ten (10) consecutive years commencing on the "Rent Commencement Date" (as defined in the Lease) shall be known as the "Recapture Period" or "Clawback Period". During the Recapture Period, the Lessee / Grocery Store Operator shall receive a one-tenth (1/10th) credit of the Recapture Payment for each full calendar year ending on the anniversary date of the Rent Commencement Date in which the Lessee / Grocery Store Operator continuously leases the Property and operates the Grocery Store. Each annual credit shall equal one-tenth (1/10th) of the Clawback Payment or Ten Thousand and No/100 Dollars (\$10,000.00). The Parties agree that the dollar amount of the Clawback Payment is reasonable to protect and preserve a reasonable return of the Village's investment in the Property, the Building and the Project in the event that the Lessee / Grocery Store Operator decides to no longer operate the Grocery Store, including the Village's initial expenditure of approximately One Million Five Hundred Thousand and No/100 Dollars of TIF District Funds on the renovation of the Building in 2009 and 2010 and the approval and delivery of the significant financial economic incentives provided to the Lessee / Grocery Store Operator by the Village under Section 401 of this Agreement (i.e., Permit fee and Plan Review fee waiver; Completion of 2026 roof repairs in the amount of \$389,786.00; and Hiring of Main Street Design and Retail Solutions, LLC to perform architectural design and construction plan services and construction management services regarding the Project); payment to Main Street Retail Solutions of \$40,768.10 for the acquisition of grocery check-out lanes, of \$233,726.81 for the purchase of refrigeration cases, of \$92,815.00 for a replacement condenser and installation, of \$34,859.00 for the purchase of commercial grocery store shelving, of \$143,181.75 for the interior design build-out (including exposed ceiling, wall restoration, bakery/deli/butcher FRP paneling, restroom, restaurant, work), and of \$99,110.00 for the construction and installation of commercial grade flooring; and the payment to Lowe PKL, A Division of Lowe Rental of Atlanta, Georgia of \$108,452.00 for a six-month short-term rental of refrigeration cases; and Village support with outside Illinois agencies to secure the approvals required to develop the Property, including a State of Illinois "Food Desert" grant award and funding of \$2,500,000.00. There shall be no proration of the credit if the payment of the Recapture Payment is triggered during a calendar year. Each annual credit shall equal one-tenth**

(1/10th) of the Recapture Payment. At the end of tenth (10th) year subsequent to the initial anniversary date of the Rent Commencement Date, if the Lessee / Grocery Store Operator has leased the Property and operated the Grocery Store during the full initial 10-year lease term and is not delinquent in the payment of any other financial obligations to the Village under this Agreement or the Village Code and is not in violation of this Agreement or the Lease, the Lessee shall not be obligated to repay to the Village any portion of the Recapture Payment.

- d. No Use of the Property, the Building or the Village Personal Property as Collateral. The Lessee/ Grocery Store Operator shall not pledge, convey, encumber or otherwise transfer any portion of the Property, the Building or the Village Personal Property as collateral to or for the benefit of another person(s)/entity (i.e., bank, lender, financial institution, investor, capital or equity partner, etc.). The Lessee/ Grocery Store Operator shall not allow any Uniform Commercial Liens or other liens or encumbrances of any kind to be filed against or attach to the Property, the Building or the Village Personal Property.
 - e. The Lessee / Grocery Store Operator shall sign the attached Personal Guaranty (**EXHIBIT "G"**) that guarantees payment of the Recapture Payment to the Village in the event the Lessee / Grocery Store Operator has inadequate funds to pay the Recapture Payment. Upon the expiration of the ten (10) year Recapture Period, the Personal Guaranty shall terminate.
 - f. Personal Property of Lessee / Grocery Store Operator. For its own equipment that it supplies, maintains and uses within the Building as part of the Grocery Store, the Lessee/ Grocery Store Operator shall be responsible for the payment of such equipment, including any purchase price, sales tax or lease payments, and shall be responsible for the maintenance and insurance coverage for such equipment (the "Grocery Store Operator Personal Property"). The Lessee / Grocery Store Operator shall maintain and provide to the Village Manager a List of Grocery Store Operator Personal Property, which shall be updated at least every six (6) months during the Lease to reflect the current equipment and delivered to the Village Manager. A copy of the initial "List of Grocery Store Operator Personal Property" is attached hereto to as **GROUP EXHIBIT "B"**. To the extent such equipment is financed, such equipment shall be the collateral for such financing instrument and shall the Lessee/ Grocery Store Operator shall not allow any Uniform Commercial Liens or other liens or encumbrances of any kind to be filed against or attach to the Property, the Building or the Village Personal Property relative to such equipment.
 - g. Food Inventory of Lessee / Grocery Store Operator. Relative to the food inventory that it supplies, maintains and uses within the Building as part of the Grocery Store, the Lessee/ Grocery Store Operator shall be responsible for the payment of such food inventory, including any purchase price, sales tax or credit payments, and shall be responsible for the maintenance and insurance coverage for such food inventory. The Lessee / Grocery Store Operator shall provide to the Village Manager a List of Grocery Store Operator Personal Property, which shall be continually updated to reflect the current equipment. To the extent such equipment is financed, such equipment shall be the collateral for such financing instrument and shall the Lessee/ Grocery Store Operator shall not allow any Uniform Commercial Liens or other liens or encumbrances of any kind to be filed against or attach to the Property, the Building or the Village Personal Property relative to such equipment.
- H. Construction of Another Building. RESERVED.
- I. No Reduction of Grocery Store Retail Space. The Lessee / Grocery Store Operator shall not reduce the Retail Floor Area of the Grocery Store within the Building in order to operate an additional non-sales tax producing activities or business within the Building or provide space for another non-sales tax producing activity or business within the Building, the Recapture Payment shall be paid to the Village at the time the Lessee / Grocery Store Operator reduces the retail floor area of the Grocery Store or the filing date of the application for a building permit to change the interior of the building.
- J. First Priority Lien. During the Recapture Period after Closing, the Village's "Clawback Provision" shall be a first priority lien on the Property and the Lessee / Grocery Store Operator shall not use the Property (or the Building and its improvements) as collateral or pledge it for security or financing for any other purpose, unless the corporate authorities of the Village approve of such use, which may be withheld in their sole and exclusive discretion

- K. Conversion of Real Property to Tax Exempt Status is Prohibited. The Lessee / Grocery Store Operator, and its occupants, leasees, assignees and successors in interest, shall not be permitted to apply for an exemption from real estate taxes for the Property or convey, lease or sub-let title to the Property to a person/entity that applies for an exemption from real estate taxes for the Property.
- L. Action Items or Deliveries Prior Occupancy. Prior to Occupancy, the following conditions must have occurred:
- a. The Village has approved the Final Plans and the Building Permit for the Project.
 - b. The Village completes the Project in accordance with the Final Plans and the Building Permit for the Project.
 - c. The Lessee / Grocery Store Operator shall provide the Project Manager, Village Manager and Village Attorney with a true and correct copies of the financing documents for the operation of the Grocery Store.
 - d. The Project Manager shall endeavor to have the Project completed by October 20, 2026 in accordance with the Construction Schedule for the Project, subject to an extension of time pursuant to **Section 305** or **Section 306**. The Construction Schedule shall be incorporated into the Agreement as **GROUP EXHIBIT "F"**.
 - e. The Lessee / Grocery Store Operator shall obtain and provide the Project Manager, Village Manager, Village Engineer and Village Attorney with evidence of the insurance required to be maintained by the Lessee / Grocery Store Operator pursuant to **Section 513** of this Agreement.
 - f. The Lessee / Grocery Store Operator shall lease the Property and operate the Grocery Store for at least a ten (10) year period following the Final Occupancy Certificate Date, but agrees that in the event that it does not operate the Grocery Store for the initial 10-year lease period, then the Lessee / Grocery Store Operator shall be obligated to reimburse the Village in accordance with the Clawback Provision set forth above.
 - g. By signing this Agreement and the Lease, the Lessee / Grocery Store Operator confirms that it has either caused to be conducted environmental and structural engineering tests on the Property and the buildings on the Property or decline to do such testing and has otherwise satisfied itself as to the condition of the Property and such buildings, and agrees to accept the lease of the Property on an "AS-IS, WHERE-IS" condition, including any environmental contamination of the soils or groundwater (if any). The Lessee / Grocery Store Operator shall provide the Village Manager with copies of all such environmental and structural engineering tests and reports it had prepared of the Leased Premises, if any.

If the Lessee / Grocery Store Operator fails to meet any of the deadlines set by and required under this Agreement, the Village is entitled to terminate this Agreement or exercise its legal rights and or legal remedies provided for in the Agreement.

The Village, within seven (7) calendar days after satisfaction of the foregoing conditions, will give the Lessee / Grocery Store Operator written notice that the foregoing conditions have been satisfied and the Purchaser / Grocery Store Operator and its contractor(s) may occupy the Property and the Building for purposes of commencing the completion of the Project work.

Section 202. The Property.

- A. A. Property and Building; Access. The Property and the Building is being leased in "AS IS, WHERE IS" condition, including any environmental conditions existing in, on or beneath the Property or the Building. If public utilities, street lighting, sanitary or storm sewers, fire hydrants and related water service lines, public sidewalks or any other above or below grade infrastructure or public improvements are located within any portion of the Property to be leased, the Village shall retain all rights of access on a 365 day / 24 hour basis across the entire Property to accommodate the Village's employees or the Village's contractors to repair, replacement, or maintenance of the public facilities or the installation of additional public facilities.

- B. Condition of the Property, Building and Village Personal Property. The Property shall be leased to the Lessee / Grocery Store Operator by the Village in "AS IS, WHERE IS" condition, including any environmental conditions (including ground water) existing in, on or beneath the Property. Except as provided for under this Agreement, the Village makes no representations or warranties regarding the physical, environmental or structural condition of the Property or the Building or the Village Personal Property or any other structures thereon, including but not limited to layout, square footage, zoning, use and occupancy restrictions, susceptibility to flooding or with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on or affecting the Property, its soil or groundwater or the Building or the Village Personal Property, the scope and extent of any remediation performed on the Property, the Building or the Village Personal Property or the presence or lack of radon, asbestos, underground storage tanks, or other environmental contamination on, in or under the Property, the Building or the Village Personal Property. The Lessee / Grocery Store Operator expressly acknowledges that it has not relied upon any representation or warranty made by either the Village or any officer, employee, agent or representative of the Village in connection with the Property, the Building or the Village Personal Property, including specifically, without limitation, any warranty or representation as to the condition of the personal property, if any, the Property, the Building or the Village Personal Property, planning status, topography, grading, climate, air, flood, water rights, water, utilities, present and future zoning, governmental entitlements and restrictions, soil, subsoil, paint or contamination of soil or water, access to public roads, habitability or fitness for any particular purpose, or the presence or absence of any hazardous material. The Village makes no warranties or representations and disclaims all warranties of any kind regarding the condition of the Village Personal Property and the Building and all fixtures, mechanical equipment and personal property located in or on the Building or on the Property.
- C. Inspection. In the event that the Tenant's inspection of the Building reveals that the Property or the Building is not suitable for the Lessee / Grocery Store Operator's use, poses a material health, safety or environmental hazard, including the existence of any environmental condition which may be dangerous and/or unacceptable to the Lessee / Grocery Store Operator, or the presence of any hazardous material, the Lessee / Grocery Store Operator shall have the right, in its sole and exclusive judgment, to terminate this Agreement prior to the Rent Commencement Date, upon written notice to the Village. If the Agreement is terminated under this Paragraph, each Party shall pay its own costs and expenses incurred under this Agreement and shall not seek reimbursement, contribution or damages from or against the other party for such costs and expenses or damages of any other kind, including costs incurred by the Lessee / Grocery Store Operator relative to Inspections or Repairs performed prior to termination. If the Lessee / Grocery Store Operator elects to terminate this Agreement pursuant to this Paragraph, the Lessee / Grocery Store Operator shall have the obligation, at the Village's sole discretion, to restore the Property and the Building to its original condition prior to such Inspections and Repairs, and indemnify, defend and hold harmless the Village, as provided herein.
- D. The Village and the Lessee / Grocery Store Operator will cause the following to occur:
- a. Village Documents and Deliverables. The Village shall deliver the following documents to the Lessee / Grocery Store Operator, upon the affirmative vote in favor of this Agreement by the Village Board:
1. An executed final version of the Lease for execution.
 4. A certified copy of the ordinance or resolution approving the execution and delivery of this Agreement (with copy attached).
 5. An executed opinion of Klein, Thorpe and Jenkins, Ltd. in the form attached to this Agreement as **EXHIBIT "J"**.
- b. Lessee / Grocery Store Operator Documents and Deliverables. Prior to consideration of this Agreement by the Village Board for a final vote, the Lessee / Grocery Store Operator execute and deliver to the Village:
1. A copy of the Articles of Organization of Joseph's Fresh Markets, LLC, and any Articles of Amendment thereto, certified as of a recent date by the Secretary of State of Illinois.

2. A copy of a Certificate of the Manager of Joseph's Fresh Markets, LLC, as to (a) the Articles of Organization of Joseph's Fresh Markets, LLC, and any Articles of Amendment thereto, (b) the written By-laws of Joseph's Fresh Markets, LLC and the written operating agreement of Joseph's Fresh Markets, LLC (if any) and any amendments thereto, (c) the actions taken by the of Joseph's Fresh Markets, LLC to approve this Agreement and authorizing the officer and/or manager to sign on behalf of each (with a copy of any relevant documentation attached); and (d) identification of the names, addresses and social security numbers of the members of Joseph's Fresh Markets, LLC and their signatures.
4. A Certificate of Good Standing, dated as of a recent date, as to the good standing of Joseph's Fresh Markets, LLC from the Secretary of State of Illinois.
5. A Certificate of the President of Joseph's Fresh Markets, LLC, as to (1) the accuracy of the representations and warranties of the Lessee / Grocery Store Operator contained in this Agreement, (2) the fulfillment by the Lessee / Grocery Store Operator of each condition precedent to the Closing to be fulfilled by it, (3) the absence of any material breach of this Agreement by the Lessee / Grocery Store Operator and (4) the absence of any pending or threatened litigation concerning the existence of the Lessee / Grocery Store Operator or the execution, delivery and performance by the Lessee / Grocery Store Operator of its obligations under this Agreement.
6. Satisfactory written proof of adequate, available funding to complete the Project and to operate the Grocery Store.
7. An opinion from counsel for the Lessee / Grocery Store Operator, in the form attached to this Agreement as **EXHIBIT "H"**.
- c. Property Taxes; Return to Tax Roll. The Property is currently exempt from state and county real estate taxes, as it is owned by the Village. Upon occupancy of the Property by the Lessee / Grocery Store Operator, the Village will file the Lease with the Cook County Clerk's Office for purposes of having a taxable lease assigned to the Property so that the leased portion of the Property is returned to the Cook County real estate rolls and the Lessee / Grocery Store Operator shall be obligated to pay the real estate taxes as they come due in accordance with the Lease.

Section 204. Covenant Regarding Sub-Lease of Property; Tax Exemption. The Lessee / Grocery Store Operator, and any successors in interest or any successor lessees of the Property, agrees that fee simple title to the Property or any other right or interest in the Property shall not be leased, sub-let, sold, conveyed, transferred, encumbered, or pledged to any tax-exempt entity or not-for-profit or non-profit organization at any time by the Lessee / Grocery Store Operator, without the express written approval of the corporate authorities of the Village, which approval may be withheld in the sole and absolute discretion of the corporate authorities of the Village. The Property shall be used and developed for retail and/or commercial uses and this covenant shall run with the land and be binding on any successors in interest or any successor lessees of the Property, unless such covenant is released by the corporate authorities of the Village, in their sole and absolute discretion, which may be withheld. This covenant shall survive the termination or expiration of this Agreement and continue on for as long as the Lease between the Village and the Lessee / Grocery Store Operator is valid.

ARTICLE III DEVELOPMENT OF THE PROJECT PROPERTY

Section 301. Project; Design Plans.

A. Subject to the oversight and input of the Project Manager for the renovation work, the Village agrees to renovate the Building by completing the Project Improvements so that it can be operated as a full-service grocery store accordance with this Agreement and the Lease. The first-class full-service Grocery Store shall contain at a minimum, the following components, which are shown in the Design Plans and Final Plans to be approved by the Village Board: bakery, meat and seafood department, deli section, frozen food section, fresh fruits and vegetables and dairy perishables. The Lessee / Grocery Store Operator will take all necessary steps to carry the

full line of products of major grocery stores and to ensure that the goods and services offered are a mixture of private label and national brands.

B. An estimated Construction Budget, Construction Schedule, and a Ten-Year Revenue Projection Report for the Project Improvements and the Grocery Store are incorporated herein as **GROUP EXHIBIT "F"** (the "Construction Budget, Construction Schedule, Revenue Projections, and Value Reports").

C. The Project Improvements will be completed by the Village in accordance with the **Final Plans**, which shall be incorporated herein by reference as **EXHIBIT "D"** once approved by the Village Board. The Final Plans shall be subject to the review of, and final approval by, the President and Board of Trustees, with input of the Project Manager, Village staff, the Village Engineer and the Village Attorney, to ensure that the Final Plans are in substantial compliance with the Village-approved Design Plans and all applicable laws, Codes and regulations. The President and Board of Trustees of the Village shall approve or deny the Final Plans within thirty (30) calendar days of receipt of a complete set of Final Plans that have been approved by the Project Manager and Village Engineer. If the Final Plans are denied or rejected one or more times by the Village Board, Project Manager or Village Engineer, the Village shall state the reason for the denial or rejection and the Village architect shall have an additional thirty (30) calendar day period to resubmit revised Final Plans for Village Board approval.

D. Approval of the Final Plans by the Village Board shall be a prerequisite for the issuance of all necessary building permits that conform to the Final Plans. The Village agrees, during the preparation of all Final Plans to meet with Lessee / Grocery Store Operator to receive its input and to coordinate the submissions to, and review of the Final Plans by the Village. The Project Manager, Village staff and Village Engineer shall communicate and consult informally with Lessee / Grocery Store Operator as frequently as is necessary to insure that the form submittal of the Final Plans to the Village receives prompt consideration.

E. Before commencement of construction of the Project, the Village shall, at its expense, secure or cause to be secured any and all permits, documents or plats which may be required for the construction of the Project by Village ordinances existing as of the date of this Agreement, and any other governmental agencies having jurisdiction over the Project, or such portion of the work on the Project being performed, including, without limitation, any applications and permits, documents or plats which may be required to be obtained from any local, federal or state environmental protection agency, the Metropolitan Water Reclamation District of Greater Chicago, or from any other agency which may have or exercise any jurisdiction of any type whatsoever which may affect the Property or the Building. The Village shall file all such applications before other governmental bodies or agencies, provided such application is consistent with all Legal Requirements (as defined below). The Lessee / Grocery Store Operator shall provide reasonable assistance to the Village in securing such permits). All of the costs of the Project and all improvements on the Property shall be borne and paid for by the Village.

F. Development of the Property shall be in substantial compliance with the TIF Plan and this Agreement.

G. The Design Plans and Final Plans shall comply with all applicable federal, state, county, municipal or administrative laws, ordinances, rules, regulations, codes and orders (collectively, the "**Legal Requirements**") relating in any manner to the Project, including, without limitation, all environmental laws and the Americans With Disabilities Act.

H. The Village shall carry out all work relating to the Project in conformity with all applicable federal, state, county and local laws and ordinances, including all applicable federal and state standards, regulations.

Section 302. Scope of Property and Building Renovation. The renovation of the Property and Grocery Store will include, without limitation, the following:

- (a) Removal of debris from Building interior.
- (b) Reconstruction of the interior Building elements and interior wall configurations, as needed.

- (c) Inspection and repair of structural supports.
- (d) Repair of exterior masonry.
- (e) Repair of existing roof, as needed.
- (f) Installation of new grocery store equipment (i.e., coolers, shelves, machines, etc.) and lights, as needed, or repair existing equipment.
- (g) Painting of interior.
- (h) Install new electrical service, as needed.
- (i) Plant landscaped areas with plantings acceptable to the Village and the Lessee / Grocery Store Operator, including landscape buffers along the perimeter of the Property and all attendant fittings, fixtures (including tree drains) and equipment required in the maintenance of the Property.
- (j) Install interior and exterior signage and lighting standards, including concrete bases, conduits, fittings and fixtures sufficient to illuminate all areas of the Property, including areas of ingress and egress, all of a consistent style mutually acceptable to the Village and the Lessee / Grocery Store Operator.
- (k) Repair of the HVAC Systems, Plumbing Systems, Electrical Service Systems, Life Safety Systems, Security Systems, Grocery Store Equipment and Kitchen Equipment to ensure they are in good working order.
- (l) Install a drive-thru facility on the northside of the Building and related driveway access and 4th Avenue sidewalk and curb improvements to operate a drive-thru pharmacy.

The above Project work shall be completed in accordance with the Design Plans and Final Plans and specifically as may be necessary or appropriate to implement the Final Plans and to satisfy all Legal Requirements.

Section 303. Construction Commencement and Completion.

A. As part of its approval of this Agreement, the Village agrees to diligently pursue completion of the Project. The Lessee / Grocery Store Operator endeavors to complete the Project Improvements by **October 20, 2026** (the "Substantial Completion Date") and be issued a "Final Occupancy Certificate" by the Village on or before **October 30, 2026**, subject to an extension of time pursuant to **Section 305** or **Section 306**.

B. Subject to the terms, conditions and provisions provided below and the oversight and input of the Project Manager, the Village Project Manager, on behalf of the Village, has the following general responsibilities (which are not all inclusive) for the planning, design, development, construction and installation of the Project work with the technical assistance of such qualified outside consultants as the Village, in its discretion, may retain:

- (i) Providing qualified full-time field personnel for inspecting and reviewing the Project work progress and construction of the Project work, including final inspection and certification by Village that, to the best of its knowledge, all Project work, as constructed, conforms with the approved Final Plans.
- (ii) Updating to the Village Board and the Village Manager as necessary regarding any changes to the Construction Schedule.
- (iii) Holding periodic (at least bi-weekly) project coordination and progress meetings among the Lessee / Grocery Store Operator and Village staff and maintaining and distributing memorandum notes concerning all such meetings, including confirmations of decisions, reports and correspondence, together with the performance of appropriate administrative duties to accomplish appropriate follow-up.
- (iv) Providing, either alone or in conjunction with the Lessee / Grocery Store Operator's advisers and consultants, the appropriate coordination of all planning and construction of the Project work, including the directing and scheduling of construction, all field inspections, tests, surveys and other activities related to the Project work.

- (v) Furnishing to the Village line and grade surveying services as well as an "as-built" survey and "as-built" engineering and building plans with all "in the field changes" clearly marked of said plans, which shall be furnished as soon as reasonably possible after completion of the Project work and which as-built survey shall show the boundaries of the Property, the parking facilities and the location of all utilities on the Property.
- (vi) Securing all authorizations, permits and licenses, including those of a temporary nature, as may be necessary for the construction and intended use of the Project work.

C. The Village, at its expense, will engage the services of architects, soil engineers, structural engineers, lighting, heating, ventilating and air conditioning, life safety and other design consultants, as Village shall deem necessary and appropriate, to prepare the Final Plans, as needed.

D. Upon preparation and submittal of the necessary Final Plans, which shall be in substantial conformance to the Design Plans, review by the Village Departments of Code Enforcement and Community Development, the Project Manager, the Village Engineer, and the Village Attorney and approval by the President and Board of Trustees, the Village shall be entitled to issuance of a building permit for the Project Improvements. Upon completion of construction in accordance with the approved Final Plans as certified by the Village Engineer or the Director Economics, Innovation and Sustainability, or designee, the Lessee / Grocery Store Operator shall be entitled to issuance of a Final Occupancy Certificate. Upon issuance of the customary business licenses for a full-service Grocery Store, the Lessee / Grocery Store Operator shall be entitled to commence conducting its business on the Property. Provided that the Project, as set forth in the Final Plans conforms to the federal, state, county and Village laws, ordinances and regulations, no further approvals shall be required, except for final approval by the President and Board of Trustees to ensure that the Final Plans for the Project are in substantial conformance with the Design Plans.

Section 304. Utilities. Customary water, sewer, electric, gas and telephone lines are available at or near the Property. The Village agrees, subject to the Lessee / Grocery Store Operator's compliance with the Village's ordinances, rules and regulations, that the Lessee / Grocery Store Operator may connect any and all Village-approved public on-site water lines, sanitary and storm sewer lines constructed by the Lessee / Grocery Store Operator on the Property to Village utility lines existing at or near the perimeter of the Property in accordance with Village ordinances, engineering standards, rules and regulations, and subject to customary tap-on or connection fees and any other fees, such as recapture fees, if required. The Village agrees to, upon request of Lessee / Grocery Store Operator, work with the electric utility company to have overhead electric utility lines rerouted away from in front of the existing structure on the Property. The Lessee / Grocery Store Operator shall be obligated to pay the actual cost of rerouting or extending any utility service lines to serve the Property and the Project. The Village shall coordinate all Project work, if any, to be performed by public utility companies installing on-site electric power lines, telephone lines and gas mains, including main feeder lines, conduits, piping, wiring, valves, manholes and other appurtenant devices within the Property to provide service to the Project, as may be necessary or appropriate to implement the Final Plans and to satisfy all Legal Requirements. All permanent utility lines of any kind shall be located underground at the Lessee / Grocery Store Operator's cost. The Lessee / Grocery Store Operator shall pay any tax or fees related to utility installation or operation required by the Village Code. The Lessee / Grocery Store Operator shall be obligated to pay all water usage fees and charges incurred at the Property and the Building.

Section 305. Force Majeure. Time is of the essence of this Agreement; however, a Party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such Party's part to be performed if such Party fails to timely perform the same and such failure is due in whole or in part to war, insurrection, riots, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine restrictions, freight embargoes, inability to procure materials, acts caused directly or indirectly by the other Party (or such other Party's agents, employees or invitees) or similar causes beyond the reasonable control of such Party ("**Force Majeure**"). Retail grocery store and financial market risks are explicitly excluded from the definition of Force Majeure. If one of the foregoing events shall occur or either Party shall claim that such an event shall have occurred, the Party to whom such claim is made shall investigate same and consult with the Party making such

claim regarding the same and the Party to whom such claim is made shall grant an extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure, provided that the failure of performance was reasonably caused by such Force Majeure.

Section 306. Environmental Remediation Delays. Time is of the essence of this Agreement; however, the Construction Completion Date for the Project following the approval date of the Final Plans may be extended as follows where environmental conditions on the Property are discovered after closing that require significant remediation activities prior to further construction and/or development activities taking place, and the Village vigorously pursues such remediation. In the event of the discovery of such conditions, the Project Manager shall immediately inform the Village Manager of the discovery and of the anticipated delay associated with remediation of such conditions. If necessary, the Board of Trustees may approve an extension of the Substantial Completion Date by the length of such period of remediation, which approval shall not be unreasonably withheld.

ARTICLE IV VILLAGE INCENTIVES

Section 401. Type and Amount of Village Incentives and Other Economic Incentives. The Village Incentives shall consist of the following:

- A. Village contribution of a State of Illinois Food Desert Grant from the Illinois Criminal Justice Information Authority (UEI#: 74381526 (Duns) NPFADU3GJVG3(UEI)) in the amount of \$2,500,000.00 (the "State Grant") to pay for the completion of the Project Improvements.
- B. Village contributions from the Madison Street / Fifth Avenue Tax Increment Financing (TIF) District funds, in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the "TIF Act"), to pay for a portion of the completion of the Project Improvements not covered by the State Grant.
- C. Village assistance in expediting required approvals and permits, including a **permit fee and plan review fee waiver of _____ Thousand and No/100 Dollars (\$____,000.00).**
- D. Village hiring of Genesis Construction Management, Inc. to complete certain roof repairs to the existing Building in 2026 in the amount of Three Hundred Eighty-Nine Thousand, Seven Hundred Eighty-Six and No/100 Dollars (\$389,786.00) to be paid for with Village TIF District Funds.
- E. Village hiring of and payment of consultant fee to Guider Group, LLC in an amount not to exceed \$15,500.00 for the performance of architectural design and construction plan services regarding the Project (to be paid for with Village TIF Funds).
- F. Village support with any and all outside agencies to secure the approvals required to develop the Property as depicted.
- G. Village approval of a business license, provided the Lessee has filed complete application, and has paid the required license fees and subject to compliance with applicable laws and regulations.
- H. Village approval of a Class 7B Cook County Tax Incentive Classification Designation or a Class 7D Cook County Tax Incentive Classification Designation and approval of any renewals of such Cook County Tax Incentive Classification Designation for the Property during the Term of the Lease, and any Term extensions, if the renewal of the Cook County Tax Incentive Classification Designation is available and the Tenant and the Building still qualify for the Cook County Tax Incentive Classification Designation.

This Agreement and the Lease are subject to the terms and conditions of the State of Illinois "Food Desert" Grant Agreement. In the event that the State Grant is not appropriated and paid out by the State of Illinois to the Village or its State approval is revoked or conditioned on a later funding date, then upon written notice by the Landlord to the Tenant that the State Grant is not available to contribute to the completion of the Project Improvements, this Agreement and the Lease shall immediately terminate and be void and not enforceable. In the event of such a termination, the Parties shall have no liability to each other for any pre-

Agreement and pre-Lease costs and expenses incurred in negotiation of and preparation of this Agreement and the Lease and pursuit of the Project. If the State Grant is conditioned on a later funding date, then the Landlord, in its sole and exclusive discretion, may consider the approval of an updated version of this Agreement and the Lease at a later date once the State of Illinois confirms that the funding of the State Grant for this Project is available and appropriated for payout to the Village.

Section 402. Limited Obligation. The Village's obligation to pay funds as part of its commitment to provide or deliver the Village Incentives and other Economic Incentives set forth in Section 401 of this Agreement is a limited payment obligation to be paid solely from the State Grant or the Village Madison Street / Fifth Avenue TIF District Funds, as provided for and conditioned in Section 401. This obligation does not now and shall never constitute an indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision, and shall not constitute or give rise to a pecuniary liability of the Village or a charge or lien against any Village fund or require the Village to utilize its taxing authority to fulfill the terms of this Agreement.

Section 403. Limited Liability Of Village To Others For Lessee / Grocery Store Operator's Expenses. There shall be no obligation by the Village to make any payments to any person other than as specifically contained in this Agreement, nor shall the Village be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to or on behalf of the Lessee / Grocery Store Operator for the Project. This Agreement shall not create any third-party rights, and the Lessee / Grocery Store Operator shall indemnify, hold harmless and defend the Village for any claims arising out of the Lessee / Grocery Store Operator's activities in completing the Project.

Section 404. No Individual or Personal Liability. Notwithstanding any other statement in this Agreement, the Parties agree that the representations made by the Village in this Agreement and incentives offered in this Article IV are made on behalf of the Village, and the Mayor and Board of Trustees are not making such representations personally, are not parties to this Agreement, and shall incur no personal liability in conjunction with this Agreement.

ARTICLE V

SPECIAL COVENANTS OF THE LESSEE / GROCERY STORE OPERATOR

Section 501. Obligations of Lessee / Grocery Store Operator Under Grocery Store Lease. The Lessee / Grocery Store Operator agrees to comply with each of the conditions, terms, obligations and provisions set forth in the Grocery Store Lease.

Section 502. Compliance with Laws. The Lessee / Grocery Store Operator represents and warrants to the Village, both as of the date of execution and delivery of this Agreement, and for the term of the Agreement, as follows:

A. The Lessee / Grocery Store Operator represents and warrants that it shall occupy and operate the Grocery Store in accordance with all applicable federal, state and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, including but not limited to the Building, electric, plumbing and fire codes that are applicable to the Project. The Lessee / Grocery Store Operator further certifies that:

- (i) It is not barred from contracting with any unit of State or local government as a result of violating either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless it is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax

or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. The Lessee / Grocery Store Operator and its officers, corporate authorities, employees, and agents further certify by signing this Agreement that the Lessee / Grocery Store Operator and its officers, corporate authorities, employees, and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has the Lessee / Grocery Store Operator and its officers, corporate authorities, employees, and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Lessee / Grocery Store Operator been so convicted nor made such an admission.

- (ii) It shall comply with the Illinois Drug Free Work Place Act.
- (iii) In the performance of its obligations pursuant to this Agreement, it shall comply with all applicable provisions of federal, state and local law, and agrees not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations; it maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); it certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. It certifies that it agrees to comply with Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160). Any complaint of such discrimination received by the Lessee / Grocery Store Operator for matters covered by this Agreement shall be immediately forwarded to the Village.
- (v) Any construction contracts entered into by the Lessee / Grocery Store Operator relating to the construction of the Project shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act.
- (vi) The Lessee / Grocery Store Operator is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.

B. Because the Project is being funded with a State of Illinois Food Desert Grant from the Illinois Criminal Justice Information Authority (UEI#: 74381526 (Duns) NPFADU3GJVG3(UEI)) in the amount of \$2,500,000.00 (the "State Grant"), the Lessee / Grocery Store Operator shall comply with all applicable federal laws (the Davis-Bacon Act), state laws (the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) and regulations including without limitation, relating to minimum wages to be paid to all contractors and subcontractors who work on the Project. The Lessee / Grocery Store Operator shall also comply with all applicable federal laws (Davis-Bacon Act), state laws and regulations including without limitation, relating to minimum wages to be paid to all employees, the employment of minors, minimum fair wage standards for minors, payment of wages due employees, including the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.), if applicable, and health and safety of employees. The Lessee / Grocery Store Operator agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and further agrees to make all required withholdings and deposits therefore. Such requirements

shall be included by the Lessee / Grocery Store Operator in all its contracts and agreements with any of its subcontractors for work to be performed pursuant to this Agreement. Any contracts entered into by the Lessee / Grocery Store Operator with subcontractors for work to be performed pursuant to this Agreement must adhere to and require compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.), if applicable. The Lessee / Grocery Store Operator agrees to maintain full compliance with changing government requirements that govern or apply to the construction of the Project and its operation of the Grocery Store. The Lessee / Grocery Store Operator understands and agrees that the most recent of such federal, county, state, and local laws and regulations will govern the administration of this Agreement at any particular time. Likewise, new federal, county, state and local laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement and the Project. Any lawsuit or complaint of violation of laws that is received by the Lessee / Grocery Store Operator relative to this Agreement or the Project shall be immediately forwarded to the Village Manager.

(i) The Lessee / Grocery Store Operator shall defend, indemnify and hold harmless the Village, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation (the Davis-Bacon Act). In addition, the Lessee / Grocery Store Operator agrees to defend, indemnify and hold harmless the Indemnified Parties for any claim asserted against them arising from the Project or this Agreement. This obligation to defend, indemnify and hold harmless obligates the Lessee / Grocery Store Operator to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all litigation defense costs of the Indemnified Parties, including but not limited to the reasonable attorney fees of the Indemnified Parties.

C. It shall comply with the Illinois Freedom Of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2). Consequently, the Contractor must maintain and make available to the Village, upon request, its public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the FOIA.

D. The Contractor also agrees to require any subcontractor performing Services under this Agreement to agree to adhere to the requirements of this Section.

Section 503. Promotion of Job Opportunities.

A. Prior to the initial hire of employees for the opening of the Grocery Store, the Lessee / Grocery Store Operator agrees to cooperate with the Village's employment opportunities marketing efforts, which shall consist of: (i) placement of employment advertisements within newspapers or publications of local distribution at least two (2) weeks in advance of advertising such employment opportunities in newspapers or publications of general distribution, and coordinating such advertisement and initial employment interview process in order to make jobs available for Village residents.

B. The Lessee / Grocery Store Operator further agrees to host together with the Village, periodic meetings with job training organizations in Maywood to discuss job opportunities at the Grocery Store.

Section 504. Limitation on Liability and Indemnification of Village. The Lessee / Grocery Store Operator waives and releases its right to pursue or seek any punitive damage claim or award against the Village, its elected or appointed officers and officials, mayor and trustees, agents, attorneys, engineers, volunteers, representatives and/or employees, arising out of or relating to any breach, violation or termination by the Village its elected or

appointed officers or officials, trustees, agents, volunteers, representatives and/or employees, of any obligation, covenant, or provision of this Agreement, including the termination of the Agreement.

In addition, Lessee / Grocery Store Operator, its successors and assigns shall defend, indemnify and hold harmless the Village and its elected or appointed officers and officials, mayor and trustees, agents, attorneys, engineers, volunteers, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees may incur from or on account of Lessee / Grocery Store Operator's use and access to the Property, any tests or surveys conducted by the Lessee / Grocery Store Operator under this Agreement, the construction of the Project, the operation of the Grocery Store and/or the Project work, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a personal injury claim, suit or action and/or any Losses relating to environmental investigation, cleanup, or abatement, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of Lessee / Grocery Store Operator's or worker's activities at the Property or the Project work.

It is expressly understood, agreed upon and the specific intent of this Agreement that the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees will at no time assume responsibility or liability for the actions of Lessee / Grocery Store Operator or any of the workers or other persons on the Property. As between the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees and Lessee / Grocery Store Operator, the Lessee / Grocery Store Operator shall at all times be held solely responsible to all persons on the Property present there because of the Project and Project work thereon.

The Lessee / Grocery Store Operator and its successors and assigns agree to release, waive, covenant not to sue and forever discharge the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, for any claim, suit or action, whether or not well founded in fact or in law, which the Lessee / Grocery Store Operator and the workers have, or may have, arising out of the Project, except to the extent that any contamination occurs as a result of actions taken after the date of this Agreement by the Village or any of its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees.

Section 505. Lessee / Grocery Store Operator Responsible for All Utility Relocation and MWRDGC Fees. The Lessee / Grocery Store Operator agrees that it will pay all fees with respect to the Project by the Metropolitan Water Reclamation District of Greater Chicago or any utility relocation fees, including any such fees imposed upon the Village, promptly upon request therefore by the Village.

Section 506. Operation of First-Class Full-Service Grocery Store. The Lessee / Grocery Store Operator agrees that it will, from and after the date of the Delivery Date (as defined in the Lease), and through the termination date of this Lease occupy, maintain and operate the Property improved with a "first class full-service grocery store," ("Grocery Store") in accordance with the terms of the Lease.

Section 507. Assignment/Transfer of Title to Property. During the term of this Agreement, the Agreement and any rights or obligations under this Agreement and the Lease shall not be assignable or transferred by either Party, except as provided for in Section 8 (Assignment And Subletting) of the Lease. The Section 8 criteria to be eligible for an assignment and the consideration and discretionary approval process for an assignment of the Lease shall apply equally to an assignment of this Agreement.

Section 508. Payment of Taxes and Fees. The Lessee / Grocery Store Operator agrees to promptly pay or cause to be paid as the same become due, any and all fees, rent, taxes and governmental charges of any kind that

may at any time be lawfully assessed with respect to the Project or required under this Agreement or the Lease. Upon request of the Village, the Lessee / Grocery Store Operator agrees to authorize the Local Tax Allocation Division of the Illinois Department of Revenue ("IDOR") to turn over to the Village annual data for the Grocery Store regarding the 1% local government share of the retail sales taxes (or such percentage share collected by the IDOR) generated by the Grocery Store. The Lessee / Grocery Store Operator certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or any tax or fee administered by the Village. The Lessee / Grocery Store Operator does not owe the Village any money prior to the execution of this Agreement and knows of no proposed additional tax or assessment against it by any governmental authority, that would be reasonably likely to have a material adverse effect on the business, condition (financial or otherwise) or operations of the Lessee / Grocery Store Operator.

Section 509. Environmental Matters. The Lessee / Grocery Store Operator shall not dispose of or release any hazardous substance, material, contaminant, or pollutant, as defined by any federal or state environmental laws, in, under, on or about the Property. The Lessee / Grocery Store Operator, at its costs, shall remediate any hazardous substance, contaminant or pollution or other dangerous environmental condition that it (or its employees, agents or contractors) creates or causes with respect to the Property in accordance with all federal, state, county and local applicable laws and regulations. The Lessee / Grocery Store Operator shall defend, indemnify and hold harmless the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees against any claim, suit, loss, liability or damage, including, attorney's fees and expenses incurred by the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees in defending itself or complying with applicable laws and regulations, arising out of or relating to the disposal or release of any hazardous substance, material, contaminant, or pollutant in, under, on or about the Property by the Lessee / Grocery Store Operator.

Section 510. AS-IS, WHERE-IS Basis. The Lessee / Grocery Store Operator shall accept the condition of the Property on an "AS-IS, WHERE-IS" basis, without any representations or warranties of any kind, express or implied, either oral or written, made by the Village or any agent or representative of the Village with respect to the physical, environmental or structural condition of the Property and any structures thereon, including but not limited to layout, square footage, zoning, use and occupancy restrictions, susceptibility to flooding or with respect to the existence or absence of toxic or hazardous materials (including groundwater), substances or wastes in, on, under or affecting the Property. Except as is otherwise expressly set forth in this Agreement, the Village has made and hereby makes no warranty or representation whatsoever and hereby disclaims any implied warranty regarding the fitness for particular purpose, quality or merchantability of the Property or any portion thereof.

Section 511. Liens, Mortgages or Other Encumbrances. The Lessee / Grocery Store Operator shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title to the Property or the Building. During the term of this Agreement, including the ten (10) year Clawback Period, the Lessee / Grocery Store Operator shall defend, indemnify and hold harmless the Village from any such lien, encumbrance or claim filed against the Property or the Building or the Village therefore and from any and all cost or expense incurred in connection with any such lien, encumbrance or claim, including, attorney's fees and expenses incurred with removing, settling or contesting such lien, encumbrance or claim. Upon expiration of this Agreement and the Lease, provided there are no pending claims or notice of potential claims, the Personal Guaranty shall be released by the Village.

Section 512. Governmental Approvals. The Lessee / Grocery Store Operator has obtained or will obtain all Governmental Approvals required for its intended operations at the Property by any applicable law.

Section 513. Insurance. From and after the approval of this Agreement and through the termination of this Agreement, the Lessee / Grocery Store Operator agrees to:

- a. Keep the Project insured for the protection and benefit of the Lessee / Grocery Store Operator and the Village for the full replacement value of the improvements of the Project against all risks, including but not limited to, fire and lightning, extended coverage, vandalism, malicious mischief, and flood.

- b. Maintain insurance coverage, as set forth in **EXHIBIT "J"**.
- c. Cause all policies of insurance to be kept in full force and effect continuously throughout the term of this Agreement, and to be written and issued by companies authorized to do business in the State of Illinois, and to be in form and substance acceptable to the Lessee / Grocery Store Operator's lender.
- d. Cause all policies of insurance to contain provisions that the same shall not be canceled, terminated, or changed without at least thirty (30) days prior written notice to the Lessee / Grocery Store Operator, the Village and the Lessee / Grocery Store Operator's Lender.
- e. All such policies of insurance shall, until the Final Occupancy Certificate Date, include the Village, its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees as additional insureds, and shall provide for at least thirty (30) days' prior written notice to the Village of the cancellation or termination of such policies. A copy of certificate(s) of insurance, insurance policies and endorsements (issued on the ISO CG 20 10 form) shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Agreement and shall remain in effect for all aspects of the Project for both ongoing and completed operations. All such policies of insurance shall specifically recognize and cover the Lessee / Grocery Store Operator's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Lessee / Grocery Store Operator shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall not contribute with it.

ARTICLE VI

TERMINATION OF AGREEMENT BEFORE ; REMEDIES FOR BREACH OF AGREEMENT

Section 601. Right to Terminate the Agreement. Anything to the contrary in this Agreement notwithstanding, this Agreement may be terminated as follows:

- A. By mutual consent of the Village and the Lessee / Grocery Store Operator; or
- B. By the Village or the Lessee / Grocery Store Operator, if any court of competent jurisdiction shall have issued an order, decree, ruling or other action restraining, enjoining or otherwise prohibiting the performance of this Agreement; or
- C. By the Village if the Lessee / Grocery Store Operator fails to satisfy any of its obligations set forth in the Lease, including occupying and operating the Grocery Store no later than the Opening Date set forth in the Lease.

The giving of notice by the Party seeking termination to the other Party shall be the sole requirement for exercising the termination right provided in this **Section 601**. In the event this Agreement is terminated by either Party for any reason set forth in this **Section 601**, the Parties waive and release any claims, causes of action or rights to enforce this Agreement, including, but not limited to, specific performance and equitable estoppel, and agree to pay their own out-of-pocket expenses, costs, and engineering, consultant and legal fees of any kind incurred in relation to any matters covered by this Agreement.

Section 602. Remedies for Breach of this Agreement.

- A. Each of the Parties, in addition to any other rights or remedies, may institute legal action against the other Party to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. In the event any Party shall institute legal action because

of a breach of any provision or obligation contained in this Agreement, and a breach shall be established by a final, non-appealable judgment against a Party, the prevailing Party shall be entitled to recover all costs of filing suit and reasonable litigation expenses including reasonable attorneys' fees incurred therefore.

B. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other Party.

C. For matters described in **Section 601**, which gives a Party the right to terminate this Agreement, failure or delay by any Party to perform any act required in this Agreement or the Lease, subject to Force Majeure, such failure or delay shall constitute a default under this Agreement. The Party who so fails or delays must, upon receipt of written notice of the existence of such default, immediately commence to cure, correct or remedy with due diligence. The Party claiming such default shall give written notice of the alleged default to the Party alleged to be in default, specifying the default complained of by the injured Party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as required to protect against further damages, and except as otherwise expressly provided in this Agreement, the injured Party may not institute proceedings against the Party in default until thirty (30) calendar days after giving such notice. If such default cannot be cured within such thirty (30) calendar day period, said thirty (30) calendar day period shall be extended for such time as is reasonably requested by the Party in default as necessary for the curing of the same, so long as the defaulting Party diligently proceeds therewith; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

D. The Lessee / Grocery Store Operator acknowledges and agrees that each of the following acts or omissions of the Lessee / Grocery Store Operator, though not an exhaustive list, shall also constitute a breach of this Agreement:

- (i) The Lessee / Grocery Store Operator tries to sell, lease, sub-let, license, pledge, convey, encumber or otherwise transfer any portion of the Lease or the Property or the Building or the Village Personal Property within the Recapture Period to another person(s)/entity (i.e., grocery store operator, bank, lender, financial institution, investor, capital or equity partner, etc.), except for an assignment to a closely held entity that is expressly allowed by this Agreement within the term of this Agreement. The remedies under **Section 602** shall apply in addition to any other relief under this Agreement; or
- (ii) The filing or execution or occurrence of: a petition filed by the Lessee / Grocery Store Operator seeking any debtor relief; the making of an assignment for the benefit of creditors by the Lessee / Grocery Store Operator or its execution of any instrument for the purpose of effecting a composition of creditors; or if the Lessee / Grocery Store Operator is adjudicated as bankrupt; or
- (iii) The Lessee / Grocery Store Operator fails to complete the Project within the time frame contemplated by this Agreement or fails to complete the Project in substantial conformance with the Final Plans, abandons the Project (stops working on the Project prior to completion of the Project for more than five (5) consecutive calendar days or stops operating the Grocery Store for more than thirty (30) consecutive calendar days other than for a Force Majeure event), or fails to operate the Grocery Store for any period of time within the initial ten (10) years after the Construction Completion Date. The remedies under **Section 602** shall apply in addition to any other relief under this Agreement.

ARTICLE VII TERM OF AGREEMENT

Section 701. Term. Unless sooner terminated pursuant to **Section 601** above, this Agreement shall terminate at the earlier date of: (1) the date on which the Parties terminated the Agreement by mutual written agreement or (2) the tenth (10th) anniversary date after the "Final Occupancy Certificate Date" of the Project, provided that the Lessee / Grocery Store Operator is not in default under the Agreement with the exception of the **indemnification obligation of the Lessee / Grocery Store Operator in Section 504**, which shall remain in full force and effect until the expiration of any applicable statute of limitations.

ARTICLE VIII REPRESENTATIONS AND WARRANTIES

Section 801. Lessee / Grocery Store Operator's Representations and Warranties. The Lessee / Grocery Store Operator represents and warrants that:

A. It is a duly organized and validly existing limited liability corporation under the laws of the State of Illinois, and the Lessee / Grocery Store Operator will upon execution of this Agreement cause to be delivered to the Village a certificate of good standing issued by the Illinois Secretary of State. The Lessee / Grocery Store Operator has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement and this Agreement has been duly executed and delivered by authorized members of the Lessee / Grocery Store Operator and is legally binding upon and enforceable against the Lessee / Grocery Store Operator in accordance with its terms.

B. The Lessee / Grocery Store Operator is not a party to any contract or agreement or subject to any charter, operating agreement, by-laws, article of incorporation, article of organization or other limited liability company or corporate restriction which materially and adversely affects its business, property or assets, or financial condition. Neither the execution and delivery of this Agreement nor compliance with the terms of this Agreement will conflict with, or result in any breach of the terms, conditions or restrictions of, or constitute a default under, or result in any violation of, or result in the creation of any liens upon the properties or assets of the Lessee / Grocery Store Operator pursuant to, the operating agreement or articles of incorporation of the Lessee / Grocery Store Operator, any award of any arbitrator or any agreement (including any agreement with members), instrument, order, judgment, decree, statute, law, rule or regulation to which the Lessee / Grocery Store Operator is subject.

C. There is no action, suit, investigation or proceeding pending, or to the knowledge of the Lessee / Grocery Store Operator, threatened against or affecting the Lessee / Grocery Store Operator, at law or in equity, or before any court, arbitrator, or administrative or governmental body, nor has the Lessee / Grocery Store Operator received notice in respect of, nor does it have any knowledge of, any default with respect to any judgment, order, writ, injunction, or decree of any court, governmental authority or arbitration board or tribunal, which in either case might reasonably be expected to result in any material adverse change in the business, condition (financial or otherwise) or operations of the Lessee / Grocery Store Operator or the ability of the Lessee / Grocery Store Operator to perform its obligations under this Agreement.

D. The execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action.

E. The Lessee / Grocery Store Operator has filed all federal, state and other income tax returns which, to the knowledge of the officers of the Lessee / Grocery Store Operator, are required to be filed, and each has paid all taxes as shown on such returns and on all assessments received by it to the extent that such taxes have become due, except such taxes as are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with generally accepted accounting principles. The Lessee / Grocery Store Operator knows of no proposed additional tax or assessment against it by any governmental

authority, that would be reasonably likely to have a material adverse effect on the business, condition (financial or otherwise) or operations of the Lessee / Grocery Store Operator.

F. The Lessee / Grocery Store Operator has funds and has secured financing in an amount not less than that required to complete construction of the Project and shall secure and provide adequate working capital for the operation of the Grocery Store as needed.

G. The Lessee / Grocery Store Operator shall complete all of its obligations under this Agreement in a timely manner.

Section 802. Village Representations and Warranties. The Village represents and warrants that:

A. The Village is a municipal corporation under the laws of the State of Illinois with power and authority under its home rule powers and the Act to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

B. The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in any breach of, or constitute a default under, any agreement, contract, lease, mortgage, indenture, deed of trust or other instrument to which the Village is a party.

C. There is no action, suit or proceeding pending, or to the knowledge of the Village threatened, against or affecting the Village, at law or in equity, or before any governmental authority which, if adversely determined, would impair the Village's ability to perform its obligations under this Agreement.

D. All actions of the President and Board of Trustees of the Village required to be taken to authorize execution of this Agreement have been validly and duly taken in accordance with law and the officers of the Village signing this Agreement have been duly authorized to execute this Agreement on behalf of the Village.

E. The Project as set forth in this Agreement will not result in the displacement of residents from inhabited units under Section 11-74.4-3(n)(5) of the Act.

F. The Property is located in a B-2 General Retail Business Zoning District and that "food, meat and fruit stores" are a permitted use in a B-2 Zoning District under the 1968 Zoning Regulations of the Village of Maywood. This representation and warranty does not exempt Lessee / Grocery Store Operator from petitioning for and receiving any other necessary zoning variations or other zoning relief necessary to undertake or complete the Project.

G. It will maintain security panels on the Building throughout the Project until such time as the Parties mutually agree that the security panels can be removed.

H. It will approve the set of Final Plans and Building Permit application that relate to the operation of a full-service Grocery Store, provided the Lessee submits a complete set of Final Plans, applicable plan review and Building Permit fees and Building Permit application (prior to the Closing) in accordance with the Project described in this Agreement.

I. It will provide the Village Economic Incentives provided for in this Agreement.

J. It will approve a Final Occupancy Certificate for the Building, provided the Project work meets the applicable codes and regulations, as determined by the Project Manager, the Director Economics, Innovation and Sustainability, or designee, and the Village Engineer..

Section 803. Disclosure. In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the parties, the Lessee / Grocery Store Operator or an authorized managing member thereof shall submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who shall obtain any

ARTICLE IX

GENERAL PROVISIONS

(f)
Email:

If to the Village: Village of Maywood
40 West Madison Street
Maywood, Illinois 60153
Attn: Lanya Satchell Acting Village Manager
708/450-6300
Email: lsatchell@maywood-il.org

With a copy to: Michael T. Jurusik, Village Attorney
Klein, Thorpe and Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, Illinois 60559
312/984-6432
Email: mtjurusik@ktjlaw.com

Section 904. Reserved.

Section 905. Reserved.

Section 906. Recourse. There shall be no monetary recourse under or upon any obligation, covenant or agreement contained in this Agreement or for any claim based thereon and no liability, right or claim at law or equity shall attach to and be incurred by the officers, appointed and elected officials, mayor and trustees, attorneys, engineers, agents, employees and volunteers of the Village, in their individual capacities, by and through any of the terms contained in this Agreement. The members of the Lessee / Grocery Store Operator shall be personally and jointly and severally liable to the Village for the following: any damages, expenses or costs suffered or incurred by the Village (i) as a result of any intentional or willful misrepresentation made by or on behalf of the Lessee / Grocery Store Operator under this Agreement or (ii) as a result of fraud committed by or on behalf of the Lessee / Grocery Store Operator under this Agreement.

Section 907. Conflict of Interest: Village's Representative Not Individually Liable. No member, official or employee of the Village shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects such person's interests or the interests of any corporation, partnership, or association in which such person is directly or indirectly interested. No member or employee of the Village has acquired any interest direct, or indirect, in the Property. No member, official, or employee of the Village shall be personally liable to the Lessee / Grocery Store Operator or any successor in interest in the event of any default or breach by the Village or for any amount which may become due to the Lessee / Grocery Store Operator or successor or on any obligation under the terms of this Agreement, except as such shall be found to be caused by a violation of Section 4(n) of the Act.

Section 908. Municipal Limitation. All commitments or obligations of the Village undertaken pursuant to this Agreement shall be limited to the extent that such obligations are within its powers as a municipal corporation.

Section 909. Costs. Any cost and expense incurred by either Party with regard to the preparation of this Agreement shall be borne exclusively by such Party with no right to reimbursement from the other except as provided in this Agreement.

Section 910. Recording. The Parties agree that a memorandum relative to the Agreement will be recorded by the Village, at its cost, with the Cook County Clerk's Office, Recording Department after execution thereof by the Parties.

Section 911. No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a joint venture between the Parties. It is understood and agreed that this Agreement does not provide for the joint

exercise by the Parties of any activity, function or service, nor does it create a joint enterprise, nor does it constitute either Party as an agent of the other for any purpose whatsoever.

Section 912. Indemnity for Broker Claims; Brokerage Commission and Disclosure. The Parties represents and warrants to one another that no broker, agent, commission salesperson, or other person has represented either Tenant or Landlord in the negotiations for and procurement of this Agreement or the Lease of the Leased Premises and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any broker, agent, commission salesperson, or other person except as identified below. The broker commission or other compensation due and payable to Tenant's Broker (Village Realty, Inc.) by reason of a Letter of Intent dated October 28, 2022 shall be paid by the Tenant, at its sole cost and expense, pursuant to a separate written agreement. The Tenant agrees to defend, indemnify and hold harmless the Village for the payment of such commission or other compensation due and payable to the Tenant's Broker.

Section 913. Counterparts. This Agreement may be executed in several counterparts and by each Party on a separate counterpart, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

Section 914. Exhibits. The following exhibits are attached hereto and made a part hereof or incorporated herein by reference and made a part hereof:

EXHIBIT "A-1": Grocery Store Lease (attached)

EXHIBIT "A-2": Legal Description of Property (attached)

GROUP EXHIBIT "B": Inventory Sheets of Landlord Personal Property and Tenant Personal Property (attached)

EXHIBIT "C": Design Plans for the Project (attached)

EXHIBIT "D": Final Plans (incorporated herein by reference)

EXHIBIT "E": Prohibited Uses List for the Property (attached)

GROUP EXHIBIT "F": Estimated Project Costs (Construction Budget and Construction Schedule) and Estimated Revenue Projections and Value Reports for Project (attached)

EXHIBIT "G": Personal Guaranty (attached)

EXHIBIT "H": Form of Opinion of Counsel to the Lessee / Grocery Store Operator (attached)

EXHIBIT "I": Form of Opinion of Village Attorney (attached)

EXHIBIT "J": Insurance Requirements (attached)

EXHIBIT "K": Disclosure Affidavit (attached)

Section 915. Approvals. The Lessee / Grocery Store Operator recognizes and agrees that the Village has sole discretion with regard to all approvals and permits relating to the Project, including, but not limited to, approval of the Final Plans, demolition permits, excavation permits, grading permits, building permits and occupancy certificate, and failure on the part of the Village to grant any approval or issue any permit shall not be deemed as the cause of a default by the Lessee / Grocery Store Operator under this Agreement or give rise to any claim or damages against or liability to the Village pursuant to this Agreement.

Section 916. Final Plans. The Project shall be completed in accordance with the Village-approved Final Plans and in accordance with all federal, state, county or local laws ordinances, rules and regulations.

Section 917. Changes in Law. The Lessee / Grocery Store Operator or the Village shall immediately notify the other Party of any change in the condition of the Property (including the environmental conditions) or change in federal, state, or county law which may significantly affect or prevent the Lessee / Grocery Store Operator from operating a Grocery Store or of either Party performing its obligations in accordance with the provisions of this Agreement. If the Property can no longer be used as a Grocery Store because of such a change in law or due to a change in the condition of the Property which creates a bona fide public health, safety or welfare risk that cannot be abated, or if the IEPA or USEPA or other applicable federal or state agency, administrative body or Governmental Authority requires, directs or orders Lessee / Grocery Store Operator to abandon and/or vacate all

or part of the Property, or if such abandonment is required for the Village to be in compliance with any law, then this Agreement shall terminate without any compensation, damages or penalty being paid to the Lessee / Grocery Store Operator. In such case, the Lessee / Grocery Store Operator, at its cost, may remove the improvements made to the Property to the extent that it does not adversely affect the environmental condition of the Property and provided that such removal is permitted by the IEPA or other governmental regulatory agency or Governmental Authority with jurisdiction.

Section 918. COOPERATION OF THE PARTIES. The Village and the Lessee / Grocery Store Operator agree to cooperate fully with each other when reasonably requested to do so concerning the completion of the Project.

Section 919. Effective Date. This Agreement shall be deemed dated and become effective on the date that the last signatory signs this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the dates set forth below, and the date of the last signatory below shall be inserted on pages 1 and 2 of this Agreement, as the Effective Date of this Agreement.

VILLAGE OF MAYWOOD

By: _____
Name: Nathaniel George Booker
Title: Village President
Date: _____

ATTEST:

By: _____
Name: Tori Love Garron
Title: Village Clerk
Date: _____

JOSEPH'S FRESH MARKETS, LLC

By: _____
Name: _____
Title: Member
Date: _____

ATTEST:

By: _____
Name: _____
Title: Corporate Secretary
Date: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On _____, 2026, Nathaniel George Booker, as Village President, and Tori Love Garron, as Village Clerk, of the Village of Maywood, Cook County, Illinois, a municipal corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of the Village of Maywood, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2026.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On _____, 2026, as Manager of Joseph's Fresh Markets, LLC , personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2026.

Notary Public

EXHIBIT "A-1"

GROCERY STORE LEASE

(attached)

EXHIBIT "A-2"

Legal Description Of The Property

BUILDING AREA LEGAL DESCRIPTION

THAT PART OF LOTS 6 THROUGH 15, BOTH INCLUSIVE, VACATED 14.0 FOOT WIDE VACATED ALLEY AND VACATED WALNUT STREET IN BLOCK 99, LOTS 19 AND 20 IN BLOCK 106 ALL IN MAYWOOD, BEING A SUBDIVISION IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 11, AND THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF 4TH AVENUE THAT IS 3.20 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 15 IN BLOCK 99 IN MAYWOOD SUBDIVISION; THENCE SOUTHERLY ALONG THE WEST LINE OF 4TH AVENUE 237.16 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 15.20 FEET OF LOT 19 IN BLOCK 106 IN SAID MAYWOOD SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE 125.57 FEET TO A POINT ON THE EAST LINE OF THE 14.0 FOOT WIDE PUBLIC ALLEY, BEING ALSO THE WEST LINE OF SAID LOT 19; THENCE NORTHERLY ALONG THE EAST LINE OF SAID ALLEY TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF VACATED WALNUT STREET; THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH HALF OF VACATED WALNUT STREET 23.76 FEET TO A POINT THAT IS 115.81 FEET EAST OF THE EAST LINE OF 5TH AVENUE; THENCE NORTHERLY, PARALLEL WITH THE EAST LINE OF 5TH AVENUE 162.45 FEET TO A POINT ON A LINE THAT IS THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 3.20 FEET OF SAID LOT 15 IN BLOCK 99; THENCE EASTERLY ALONG SAID EXTENDED LINE AND THE SOUTH LINE OF THE NORTH 3.20 FEET OF SAID LOT 15 IN BLOCK 99, 149.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Part of Property Index Numbers (PINs): 15-11-336-018-0000 and 15-11-336-020-0000; and all of PIN: 15-11-336-006-0000.

PARKING LOT LEGAL DESCRIPTION

THAT PART OF LOTS 4 THROUGH 10, BOTH INCLUSIVE, LOTS 15 THROUGH 20, BOTH INCLUSIVE, VACATED 14.0 FOOT WIDE VACATED ALLEY AND THE NORTH HALF OF VACATED WALNUT STREET IN BLOCK 99 IN MAYWOOD, BEING A SUBDIVISION IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 11, AND THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF VACATED WALNUT STREET AND THE EAST LINE OF 5TH AVENUE; THENCE NORTHERLY ALONG THE EAST LINE OF 5TH AVENUE 199.79 FEET TO THE NORTH LINE OF THE SOUTH 7.6 FEET OF LOT 4 IN BLOCK 99 IN SAID MAYWOOD SUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH 7.6 FEET OF LOT 4 AND ITS EXTENSION EAST 139.55

FEET TO THE EAST LINE OF SAID VACATED 14.0 FOOT WIDE ALLEY; THENCE NORTHERLY ALONG THE EAST LINE OF A 14.0 FOOT WIDE PUBLIC ALLEY, 98.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 20 IN BLOCK 99; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 20, 125.54 FEET TO THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOTS 15 THROUGH 20, 135.86 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 3.20 FEET OF SAID LOT 15; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 3.20 FEET OF LOT 15 AND ITS EXTENSION WESTERLY, 149.29 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF 5TH AVENUE, 162.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF VACATED WALNUT STREET; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTH HALF OF VACATED WALNUT STREET 115.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Part of Property Index Numbers (PINs): 15-11-336-018-0000 and 15-11-336-020-0000; and all of PIN: 15-11-336-003-0000.

[NOTE: ABOVE LEGAL DESCRIPTION AND PINS ARE SUBJECT TO CHANGE PER VILLAGE SURVEYOR COMMENTS]

DRAFT

GROUP EXHIBIT "B"

**LIST OF INVENTORY SHEETS FOR LANDLORD'S / VILLAGE'S PERSONAL PROPERTY
AND GROCERY STORE OPERATOR'S PERSONAL PROPERTY**

(attached)

DRAFT

EXHIBIT "D"

Design Plans for the Project

(attached)

1. Building Elevation and Interior Site Plan - Prepared by _____ and dated _____
2. Engineering Plans and Building Plans for all Project improvements
3. Preliminary Site Plan and Development Plans showing:
 - a. all exterior lot improvements;
 - b. parking lot plan and configurations of the stalls;
 - c. landscaping plan;
 - d. exterior lighting plan; and
 - e. signage plan.

EXHIBIT "E"

Final Plans for the Project

[To Be Filed With the Village and Incorporated Herein
by Reference Once Approved by the Village]

DRAFT

EXHIBIT "E"

LIST OF PROHIBITED USES

(attached)

**LIST OF PROHIBITED USES FOR THE BUILDING
AT 615 SOUTH 5TH AVENUE PROPERTY**

AMUSEMENT ARCADES

BANK (FIRST FLOOR RETAIL BANK USE IS PERMITTED, PROVIDED THE BANK **DOES NOT EXCEED 00 SQUARE FEET**)

BARBER SHOP, HAIR SALON OR NAIL SALON

BEAUTY SUPPLY STORES

BED AND/OR MATTRESS STORES

BILLIARDS/POOL HALLS

CHILDCARE FACILITIES

CONSIGNMENT SHOPS

CURRENCY EXCHANGES

DISCOUNT OR OFF-PRICE RETAILERS OF ANY KIND - PRIMARILY SELLING MERCHANDISE THAT CONSISTS OF "IRREGULAR," "FACTORY-SECOND" OR OTHER IMPERFECT GOODS

GAS STATIONS

HOTELS, MOTELS

INSURANCE BROKER/AGENCY

LAUNDROMATS AND DRY-CLEANING PLANT/FACILITY (A DROP-OFF/PICK-UP FACILITY IS PERMITTED ON FIRST FLOOR, PROVIDED THE USE DOES NOT EXCEED 1,250 SQUARE FEET)

MEDICAL-RELATED USE OR MEDICAL CLINIC (FIRST FLOOR MEDICAL USE OR CLINIC IS PERMITTED, PROVIDED THE USE OR CLINIC DOES NOT EXCEED 1,500 SQUARE FEET)

PARTY GOODS STORES

PAY DAY LOAN STORES

PROFESSIONAL OFFICES

REAL ESTATE SALES

SHOE REPAIR STORES

SURPLUS MERCHANDISE STORES

STOCK BROKER/INVESTMENT HOUSE (PERMITTED ABOVE FLOOR ONLY)

SWIMMING POOL SALES AND SUPPLY STORES

TATTOO/BODY PIERCING ESTABLISHMENTS

TAX EXEMPT USES

TITLE COMPANY

TRAVEL AGENTS

TELEMARKETING SERVICES

THRIFT STORES

VEHICLE/EQUIPMENT RENTAL STORES

IT IS THE INTENT THAT THE ABOVE-LISTED CATEGORIES OF PROHIBITED USES ARE TO BE LIBERALLY CONSTRUED SUCH THAT A USE WHICH ARGUABLY FALLS INTO ONE OF THE CATEGORIES IS PROHIBITED. NOTHING SHALL PREVENT THE VILLAGE, IN ITS SOLE AND EXCLUSIVE DISCRETION, FROM ALLOWING A PROHIBITED USE TO EXIST AS PART OF THE PROJECT, PURSUANT TO A WRITTEN APPROVAL BY THE CORPORATE AUTHORITIES OF THE VILLAGE.

GROUP EXHIBIT "F"

Estimated Project Costs (Construction Budget and Construction Schedule) and

Estimated Revenue Projections and Value Reports for Project

(attached)

Construction Budget, Construction Schedule, Revenue Projections, And Value Reports

1.Estimated and Final Estimated Construction Budget

2. Estimated and Final Construction Schedule

3.Ten Year Revenue Projection and Forecast

4.Projected Grocery Store and Property Value Reports

EXHIBIT "G"

**PERSONAL GUARANTY, ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE
CONDITIONS, TERMS, PROVISIONS AND OBLIGATIONS SET FORTH IN THE REDEVELOPMENT AGREEMENT
FOR THE LEASE OF A BUILDING AND OPERATION OF A FULL-SERVICE GROCERY STORE LOCATED AT
615 SOUTH 5TH AVENUE, MAYWOOD, COOK COUNTY, ILLINOIS WITHIN THE
MADISON STREET/FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT
(Joseph's Fresh Markets, LLC d/b/a Living Fresh Market)**

(attached)

DRAFT

**PERSONAL GUARANTY, ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE
CONDITIONS, TERMS, PROVISIONS AND OBLIGATIONS SET FORTH IN THE REDEVELOPMENT AGREEMENT
FOR THE LEASE OF A BUILDING AND OPERATION OF A FULL-SERVICE GROCERY STORE LOCATED AT
615 SOUTH 5TH AVENUE, MAYWOOD, COOK COUNTY, ILLINOIS WITHIN THE
MADISON STREET/FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT**

(Joseph's Fresh Markets, LLC d/b/a Living Fresh Market)

In order to induce the Village of Maywood, Illinois, an Illinois municipal corporation (the "Village"), to enter into a Redevelopment Agreement with Joseph's Fresh Markets, LLC, an Illinois Limited Liability Company (the "Lessee / Grocery Store Operator"), to redevelop the existing grocery store building located at 615 South 5th Avenue, Maywood, Illinois (the "Redevelopment Agreement") and to lease the existing grocery store building to the Lessee / Grocery Store Operator to operate a full-service grocery store (the "Lease"), and to provide all economic incentive benefits and payments under the Redevelopment Agreement to the Lessee / Grocery Store Operator, and in consideration of such financial obligations and other good and valuable considerations, the Undersigned guarantees payment by the Lessee / Grocery Store Operator of all monies to be paid, and prompt performance by the Lessee / Grocery Store Operator of all things to be done and all obligations required of the Lessee / Grocery Store Operator, pursuant to each and every condition and covenant contained in the Redevelopment Agreement and the Lease.

The Undersigned agrees to indemnify, defend and hold harmless the Village of Maywood and its appointed and elected officials, president and board of trustees, employees, agents and representatives, and their respective successors, against all obligations, demands, losses, or liabilities by whomever asserted, suffered, incurred or paid by the Village as a result of, in any way arising out of, following, or consequential to, transactions under the Redevelopment Agreement and the Lease.

The Undersigned agrees that its liability under this Personal Guaranty, Acknowledgement And Agreement is direct and unconditional and may be enforced without requiring the Village to resort to any other right, remedy or security.

Notice of acceptance of this Personal Guaranty, Acknowledgement And Agreement and presentment, protest and demand, and notice of protest and demand of any accounts, and notice of nonperformance or breach of contract and all other notices to which the undersigned might otherwise be entitled under this Personal Guaranty, Acknowledgement And Agreement or under law are waived.

By: _____

Name:
Title: Manager

By: _____

Name:
Notary

Date: _____

_____, Individually

Date: _____

NOTARY PUBLIC

By: _____

Name:

By: _____

Name:
Notary

Date: _____

Date: _____

STATE OF ILLINOIS

)

)

SS

COUNTY OF COOK

)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO CERTIFY, that _____, is personally known to me be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this __day of _____, 2026.

Notary Public:

My Commission Expires:

DRAFT

EXHIBIT "H"

Form Of Opinion Of Village Attorney

[Letterhead of Klein, Thorpe and Jenkins, Ltd.]

[Date]

Joseph's Fresh Markets, LLC

I am the Village Attorney for the Village of Maywood, Cook County, Illinois (the "Village"). In connection with its authorization, execution and delivery of the Redevelopment Agreement, dated as of _____, 2026 (the "Redevelopment Agreement"), pursuant to the Ordinance described below, the Village has asked me to render this opinion. We are delivering this opinion to you at the request of the Village and pursuant to Section 202(b)(v) of the Redevelopment Agreement.

I have reviewed the official records and journal of proceedings of the President and Board of Trustees of the Village (the "Corporate Authorities"), including specifically Ordinance Number _____ adopted on _____, 2026, by the Corporate Authorities (the "Ordinance"), executed counterparts of the Redevelopment Agreement and such other documents, materials, proceedings and information as I have deemed necessary and relevant to this opinion. Based upon such review, I am of the opinion that:

1. The Village is a municipal corporation and home rule unit of local government, organized and existing under the constitution and laws of the State of Illinois, with all requisite power and authority to enter into and perform its obligations under the Redevelopment Agreement.
2. The Ordinance has been duly and validly adopted by the Village pursuant to both its home rule powers and, subject to our opinion in paragraph 5 below, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as amended (the "TIF Act"), is in full force and effect and is valid and binding upon the Village, and the Redevelopment Agreement has been duly authorized and issued and is valid and binding upon the Village.
3. All proceedings pertaining to the Ordinance and the Redevelopment Agreement have been duly and validly adopted or undertaken in compliance with all applicable procedural requirements of the Village and in compliance with the Constitution and laws of the State of Illinois, including, without limitation, the TIF Act and the Open Meetings Act (5 ILCS 120/1 et seq.), as amended.
4. No litigation or proceeding is pending or, to the best of my knowledge, threatened, against the Village affecting or seeking to restrain or enjoin the execution or delivery of the Redevelopment Agreement, or in any way contesting or affecting any authority for the validity of the Ordinance or the Redevelopment Agreement, or affecting or seeking to restrain or enjoin the transactions contemplated by the Ordinance and the Redevelopment Agreement, or affecting or questioning the validity of the Ordinance or in any way contesting the existence or powers of the Village.
5. The execution, delivery and performance of the Redevelopment Agreement, under the circumstances contemplated in it, will not conflict with or constitute on the part of the Village a breach of or a default under any agreement or instrument to which the Village is a Party, or violate any existing law, administrative regulation, court order, or consent decree to which the Village is subject, and, there are no consents, approvals, authorizations, notices, filings and orders of or by the Village or any other governmental or regulatory authorities, not already obtained or given, as contemplated by the Ordinance, which are required to be obtained by the Village for consummation by the Village of the transactions contemplated by the Ordinance.

Our opinion in paragraph 2 as to enforceability is: (a) limited by bankruptcy, reorganization, moratorium, insolvency or similar laws affecting the enforceability of creditors' rights generally and by laws relating to fraudulent obligations and transfers; (b) limited by general principles of equity including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether such enforceability is considered in a proceeding in equity or law); and (c) subject to the availability of specific performance or other equitable remedies if such remedies are sought.

This opinion is expressly limited to the matters expressly set forth in this letter, and no opinion is implied or may be inferred beyond the matters expressly set forth in this letter.

The opinions expressed in this letter are rendered as of the date of this letter and any use or reliance upon these opinions is limited accordingly. We disclaim any undertaking or responsibility to advise you or your counsel of any subsequent changes in or to supplement these opinions.

The opinions expressed above are intended solely for your use. No one other than you shall be entitled to rely on this opinion letter, and this opinion letter shall not be relied upon for any other purpose, without our prior express written consent.

Very respectfully yours,

KLEIN, THORPE AND JENKINS, LTD.

By: Michael T. Jurusik

cc: Mayor Nathaniel George Booker and Board of Trustees
Lanya Satchell, Acting Village Manager

EXHIBIT "I"

Form Of Opinion Of Counsel To The Lessee / Grocery Store Operator

[Letterhead of _____]

[Date]

President and Board of Trustees
Village of Maywood, Illinois
40 West Madison Street
Maywood, Illinois 60153

Dear President and Board of Trustees:

We have acted as counsel to _____, an Illinois _____ (the "**Lessee / Grocery Store Operator**"), in connection with the execution and delivery by the Lessee / Grocery Store Operator of a Redevelopment Agreement, dated as of _____, 2026 (the "**Redevelopment Agreement**"), between the Lessee / Grocery Store Operator and the Village of Maywood, Cook County, Illinois (the "**Village**"). We are delivering this opinion to you at the request of the Lessee / Grocery Store Operator and pursuant to Section 202(b)(iv) of the Redevelopment Agreement.

This opinion is rendered to you at the request of the Lessee / Grocery Store Operator. In our capacity as counsel we have examined the following:

1. the Articles of Organization of the Lessee / Grocery Store Operator, and any Articles of Amendment thereto, certified by the Secretary of the State of Illinois;
2. the Operating Agreement of the Lessee / Grocery Store Operator (if any), and any amendments thereto, certified by a Member of the Lessee / Grocery Store Operator;
3. the certificate of the Secretary of State of Illinois relative to the valid existence and good standing of the Lessee / Grocery Store Operator in Illinois;
4. the resolutions or other authority by which the members of the Lessee / Grocery Store Operator authorized, among other things, the execution and delivery of the Redevelopment Agreement;
5. executed counterparts of the Redevelopment Agreement; and
6. such other information and such other documents as we believe necessary to enable us to render this opinion.

In rendering this opinion, we have assumed with your permission the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as copies. In the case of all executed documents, we have assumed the legal capacity of natural persons and the genuineness of all signatures (other than with respect to persons executing the Redevelopment Agreement on behalf of the Lessee / Grocery Store Operator). We have also assumed with your permission that (i) the Village is duly authorized to execute and deliver, and has duly executed and delivered, the Redevelopment Agreement and (ii) the Redevelopment Agreement constitutes the valid and binding agreement of the Village, enforceable against the Village in accordance with its terms.

As to matters of fact material to our opinions we have relied upon certifications of government officials, and the Lessee / Grocery Store Operator, copies of which have been delivered to you. We have made no further investigation or verification of such matters; nothing however, has come to our attention indicating that such reliance is unjustified.

Whenever we indicate that our opinion is based on our knowledge, our opinion is based solely, and without any independent investigation, on (i) the current conscious awareness of the attorneys presently with the firm who have given substantive legal attention to the matters for which the firm is currently representing the Lessee / Grocery Store Operator, (ii) the representations and warranties of the Lessee / Grocery Store Operator contained in the Redevelopment Agreement and (iii) certificates of the Lessee / Grocery Store Operator. We have no knowledge that any such certificate is untrue or inaccurate.

This opinion is limited to the laws of the State of Illinois and the federal laws of the United States.

On the basis of the foregoing, and subject to the qualifications set forth in this letter, we are of the opinion that:

(i) Joseph's Fresh Markets, LLC is a corporation duly created, validly existing and in good standing under the laws of the State of Illinois.

(ii) The Lessee / Grocery Store Operator has all requisite corporate power and authority to execute and deliver the Redevelopment Agreement and perform its obligations under the Redevelopment Agreement.

(iii) The Redevelopment Agreement constitutes the legal, valid and binding obligation of the Lessee / Grocery Store Operator, legally enforceable against the Lessee / Grocery Store Operator in accordance with its terms.

(iv) The performance by the Lessee / Grocery Store Operator of its obligations under the Redevelopment Agreement will not violate: (a) any judgment, order, writ, injunction, decree or award binding upon the Lessee / Grocery Store Operator and known to us; or (b) the terms of any indenture, mortgage, deed of trust, guaranty, lease or other agreement or instrument to which the Lessee / Grocery Store Operator is a Party and known to us.

(v) To our knowledge, there is no claim, action, temporary restraining order, injunction, suit or proceeding at law or in equity, before or by any judicial or administrative court, governmental agency, public board or body pending or threatened against the Lessee / Grocery Store Operator (a) seeking to prohibit, restrain or enjoin the performance by the Lessee / Grocery Store Operator of the Redevelopment Agreement or (b) contesting the existence of the Lessee / Grocery Store Operator, or the power and authority of the Lessee / Grocery Store Operator to consummate the transactions contemplated by the Redevelopment Agreement.

Our opinion in paragraph (iii) is: (a) limited by bankruptcy, reorganization, moratorium, insolvency or similar laws affecting the enforceability of creditors' rights generally and by laws relating to fraudulent obligations and transfers; (b) limited by general principles of equity including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether such enforceability is considered in a proceeding in equity or law); and (c) subject to the availability of specific performance or other equitable remedies if such remedies are sought.

This opinion is expressly limited to the matters expressly set forth in this letter, and no opinion is implied or may be inferred beyond the matters expressly set forth in this letter.

The opinions expressed in this letter are rendered as of the date of this letter and any use or reliance upon these opinions is limited accordingly. We disclaim any undertaking or responsibility to advise you or your counsel of any subsequent changes in or to supplement these opinions.

The opinions expressed above are intended solely for your use. No one other than you shall be entitled to rely on this opinion letter, and this opinion letter shall not be relied upon for any other purpose, without our prior express written consent.

Very respectfully yours,

By: _____
NAME, Manager of Joseph's Fresh Markets, LLC

cc. Nathaniel George Booker and Board of Trustees
Lanya Satchell, Village Manager

DRAFT

EXHIBIT "J"

Limitation on Liability and Insurance Requirements

(attached)

During the term of this Agreement, the Lessee / Grocery Store Operator agrees to have the Village and the Village Affiliates expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Grocery Store for the purposes stated herein. The Lessee / Grocery Store Operator shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:

- A. Comprehensive General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- B. Umbrella coverage - \$4,000,000
- C. "All Risk" Special Insurance Coverage (i.e., covering water damage, sprinkler flow and sprinkler leakage, interior and exterior building improvements, inventory, trade fixtures, furniture, furnishings, office equipment, computers, monitors and computer systems, cash register equipment and systems, decorations, food display coolers and food freezers, lights, signs, shelving, food and grocery item displays, all grocery store equipment and machines, forklifts, compactors, elevator lifts, mechanical systems (electric, plumbing, heating, air conditioning cooling units, etc.) and other improvements made or held by the Lessee / Grocery Store Operator at full replacement cost of such items or full repair, replacement or reconstruction of costs resulting from any hazard of any kind during the Term.
- D. Personal Property Damage - \$1,500,000
- E. Workers' Compensation – Statutory

EXHIBIT "K"

DISCLOSURE AFFIDAVIT

State of Illinois)
)
County of Cook)

THE LESSEE / GROCERY STORE OPERATOR MUST SIGN THIS AFFIDAVIT

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

I am over the age of eighteen and serve as the (choose one) _____ (i.e., owner, authorized member, corporate official or managing agent of Joseph's Fresh Markets, LLC (collectively referred to as the "Lessee / Grocery Store Operator ").

The Property in question has a common street address referred to as: 615 South 5th Avenue in the VILLAGE of Maywood, County of Cook, State of Illinois, and with Part of Property Index Numbers (PINs): 15-11-336-018-0000 and 15-11-336-020-0000; and all of PIN: 15-11-336-006-0000 (hereinafter "Property"). I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the Redevelopment Agreement between the Lessee / Grocery Store Operator and the Village, state law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Village 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 managing agent, I declare under oath that (choose one):

- (a) The owners or beneficiaries of the trust are: or
- (b) The shareholders with more than 7 1/2% interest are: or
- (c) The corporation is publicly traded and there is no readily known individual having greater than a 7 1/2% interest in the corporation.

This instrument is made to induce the Village to enter into the Redevelopment Agreement and lease the Property to Lessee / Grocery Store Operator in accordance with 50 ILCS 105/3.1.

Affiant: _____ Date: _____, 2026.

Subscribed and Sworn to before me this _____ day of _____, 2026.

Notary Public: _____

My Commission Expires: _____