

A RESOLUTION AUTHORIZING AN AMENDMENT TO A DEVELOPMENT AGREEMENT
(BG INVESTMENTS LLC)

WHEREAS the Village of Romeoville has determined that is in the best interests of the Village to authorize the execution of an amended and restated Development Agreement in substantially the form attached hereto and incorporated herein as Exhibit A.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ROMEOVILLE WILL COUNTY ILLINOIS

SECTION ONE: The foregoing Recitals are hereby incorporated into this resolution as if fully set forth in this Section 1

SECTION TWO: The President and Clerk are hereby authorized to execute and attest to the execution of an amended and restated redevelopment agreement with BG Investments, LLC in substantially the form attached hereto as Exhibit A

SECTION THREE: That the various provisions of this Resolution are to be considered severable and if any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction such decision shall not affect the validity of the remaining provisions of this Resolution

SECTION FOUR: All prior Resolutions and Ordinances or parts thereof in conflict or inconsistent with this Resolution are hereby expressly repealed only to the extent of such conflict or inconsistency

SECTION FIVE: This Resolution shall be in full force and effect from and after its passage approval and publication in pamphlet form as provided by law

PASSED this 23rd day of December, 2015 with 6 members voting aye 0 members voting nay the President voting N/A with 0 members abstaining or passing and said vote being:

Linda S. Palmiter	AYE
Jose Chavez	AYE
Sue A. Micklevitz	AYE

Ken Griffin	AYE
Brian Clancy	AYE
Dave Richards	AYE


Dr. Bernice Holloway, Village Clerk

APPROVED THIS 23RD DAY OF DECEMBER, 2015.


John Noak
Village President

Attest: 
Dr. Bernice Holloway
Village Clerk

Request for Village Board Action

Date: December 11, 2015

Description/Title: Approving an Amended and Restated Development Agreement for BG Investments LLC

Special Meeting

Summary:

The original development agreement was passed April 1, 2015, which contemplated various incentives for the development of a grocery/convenience store and restaurant at the corner of Phelps and Rte 53. The following changes are being requested in the development agreement:

The Financial Incentive to the Developer will be as follows:

- \$450,000 in TIF incentives to be paid during construction as receipts are submitted
- \$100,000 in Food and Beverage Tax to be paid at rough electrical or rough plumbing inspection (new)
- \$100,000 in General Funds to be paid during construction as receipts are submitted
- \$100,000 in TIF funds if eligible or corporate funds (new)
- All other incentives remain the same in the agreement which include property for \$1.00, permit fee reduction to \$10,000.

Other changes to the agreement include:

- Availability of funds to the developer (all funds must have expenditure receipts):
 - \$50,000 of the funds are available when the foundation hole is dug.
 - \$600,000 is available once the drawings are completed.
 - \$100,000 in Food and Beverage Incentive to be paid at rough electrical or rough plumbing inspection (new)
- Covenants and restrictions are being revised, a draft has been attached. Changes include removal of the craft beer/microbrewery restriction and changes to each restriction on the amount that could be sold by other businesses.
- Project Completion must be by December 1, 2016.
- The grocery/convenience store must remain for a period of two years or \$100,000 of the incentive would be repaid. (previous agreement had a one-year requirement)

Action Requested by Village Board: Approval based on Village Manager and Village Attorney review.

Prepared by: D. Caldwell

Proofed by: _____

Village Manager:



RES15-2053
Date: 12/23/15

A Resolution Authorizing and Amendment to a Development Agreement (BG Investments LLC)

Published in Book and Pamphlet Form
This 20th day of January, 2016
By the Corporate Authority of the
Village Of Romeoville

Bernice Hollaway

Village Clerk



STC CAPITAL BANK

SERVICE. TRUST. COMMITMENT.

To whom it may concern,

STC Capital Bank has approved the construction project at 646-648 N. Independence, Romeoville, IL 60446 for BG Investment Group LLC in the amount of \$1,650,000.00. We are gathering the final conditions and expect to close in the next 14 days.

Best Regards,

Gary W. Dudzik

Vice President

630-463-4345

R2016005364

KAREN A. STUKEL

WILL COUNTY RECORDER

RECORDED ON

01/22/2016 10:32:56 AM

REC FEE: 91.75

IL RENTAL HSNG:

PAGES: 58

LEH

COPY

Development Agreement

Prepared by and Return to
Village of Romeoville
Candice Roberts
1050 W Romeo Rd
Romeoville, IL 60446

**VILLAGE OF ROMEOVILLE
CERTIFICATION**

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, Candice Roberts, Deputy Village Clerk of the Village of Romeoville, Will County, Illinois, do hereby certify that the foregoing is a true and correct copy of a Village of Romeoville Development Agreement. I, the undersigned, hereby certify that I am the duly qualified Deputy Village Clerk of the Village of Romeoville, Will County, Illinois (the Village).

Witness my hand and official seal of said Village the 21st day of January, 2016


Candice Roberts
Candice Roberts
Deputy Village Clerk

SEAL

AMENDED AND RESTATED REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (“Agreement”) is entered this 23rd day of December, 2015, between BG Investment Group LLC (the “Developer”) and the Village of Romeoville, Will County, Illinois, an Illinois home rule municipal corporation (“Village”), (the Developer and the Village are collectively referred to as the “Parties”).

RECITALS:

A. WHEREAS, the Village has undertaken a program for the redevelopment of certain property within the Village, pursuant to the “Tax Increment Allocation Redevelopment Act,” 65 ILCS 5/1-174.4-1 et seq., as amended (the “Act”); and

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

C. WHEREAS, the TIF District is commonly known as the “Downtown TIF”; and

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

E. WHEREAS, the Village is the Owner of the property depicted on Exhibit “A” attached hereto (the “Redevelopment Property”); and

F. WHEREAS, the Redevelopment Property is located within the Village, within the Downtown TIF and within the Redevelopment Project Area; and

G. WHEREAS, the Developer desires to purchase and redevelop the Redevelopment Property by undertaking those improvements set forth on Exhibit B attached hereto (the “Project”); and

H. WHEREAS, the Developer represents and warrants that the Redevelopment Property will be redeveloped; and

I. WHEREAS, the Redevelopment Plan contemplates paying for and reimbursing the Developer for a portion of the costs for the redevelopment which are redevelopment project costs pursuant to the Act and up to the limit hereafter set forth; and

J. WHEREAS, the Developer represents and warrants that it would not be able to complete the redevelopment of the Redevelopment Property or complete the Project without the Village’s provision of the incentives provided for in this Agreement including tax increment financing; and

K. WHEREAS, the Corporate Authorities of the Village have determined that construction of the Project is in both the Village’s and the Developer’s best interest and promotes the general health, safety and welfare of citizens of the Village; and

L. WHEREAS, the Village has agreed, in reliance on the Developer’s commitment to construct the Project and commitment to the continued operation of the business to be situated on the Redevelopment Property for a period of time as provided herein to convey the Redevelopment Property to Developer and to provide certain financial assistance as specifically set forth in this Agreement; and

M. WHEREAS, the businesses to be situated upon and operated on the Redevelopment Property are (i) a restaurant providing both sit down and carry out food service (the “Restaurant”), and (ii) a delicatessen and convenience store, both as more fully defined on

Exhibit C attached hereto (the “Convenience Store)(the Restaurant and the Convenience Store are hereinafter collectively referred to as the “Business”); and

N. WHEREAS, the Developer has agreed, in reliance on the Village’s commitments set forth in this Agreement, to complete the Project and to cause the opening and operation of the Business in accordance with this Agreement; and

O. WHEREAS, in reliance upon the mutual promises contained herein, the Village and Developer are entering into this Agreement, which will constitute the full and complete understanding of the Village and Developer with respect to the subject matter hereof and supersedes all previous agreements between the parties relating to the subject matter hereof; and

P. WHEREAS, the Developer represents and warrants that it will obtain all necessary rights, privileges, contracts and authorities necessary to construct and complete the Project and to effectuate the operation of the Business and the Project; and

Q. WHEREAS, the Developer represents and warrants that it has sufficient equity financing necessary with the inclusion of the Overall Incentive Amount to construct the Project and operate the Business; and

R. WHEREAS, the Developer has prepared and furnished to the Village the “Project Budget” showing the total estimated costs for the Project in the amount of \$2,500,000.00; and

S. WHEREAS, the Developer represents and warrants to the Village that the Project would not be completed and the Redevelopment Property would not be redeveloped but for the utilization of incremental taxes and other incentives as hereinafter provided to pay for certain eligible redevelopment project and other costs; and

T. WHEREAS, the Village is being induced to enter this Agreement in part upon reliance on the limited personal guarantee of Rick DiPego and Frank Guagliardo which personal guarantee is appended to this Agreement as Exhibit "H."

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

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

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

2.1 Plans. The Project shall be completed in substantial conformance with this Agreement and the plans and specifications approved by the Village. The Developer shall construct the Project in accordance with Village ordinances and the plans and specifications as approved by the Village. All costs, expenditures or expenses for which reimbursement is sought as an eligible redevelopment project cost shall be utilized in a cost-efficient manner. Nothing

herein shall be deemed to limit the amount which the Developer may need to expend on the Project. Excepting matters of Force Majeure (as hereafter defined) or as may otherwise be mutually agreed in writing by the Developer and the Village, the Project shall be completed and the Business in operation on or before December 1, 2016. Excepting matters of Force Majeure, if the Completion Date has not occurred on or before December 1, 2016, or such other date as is agreed to in writing by the Parties, the Developer shall not be entitled to any payments pursuant to this Agreement, and shall repay any payment amount received. The date the Business opens for business shall be known as the “Completion Date”.

2.2 Compliance with Laws and Permits.

A. Development, construction and operation of the Project and the Business shall comply with all applicable laws, regulations, rules and ordinances and other legal requirements of the Village, County of Will, the State of Illinois and the United States of America. Provided however, the Developer will not be required to provide a surety for public improvements.

B. The Developer shall secure all required permits and approvals for the development and construction of the Project and operations of the business. The Village shall cooperate with the Developer in approving necessary permits after submission of a complete application, which complies in all respects with all applicable laws, ordinances, regulations and this Agreement. The Developer’s application for site plan, engineering and landscape approvals shall be submitted within twelve (12) weeks of the execution of this Agreement. The Village shall issue all required site plan related approvals at no cost to Developer.

2.3 Developer Information. The Developer shall complete a sworn Incentive Information Return (“Incentive Return” or “TIF Return”) on the form attached hereto as Exhibit D and incorporated herein by reference to assist the Village in administering this Agreement and

the Redevelopment Project Area. The Developer shall submit the Incentive Return prior to any payment or conveyance of the Redevelopment Property to the Developer.

The Developer shall furnish typical, commercially and legally reasonable information when that information is required by the Village for the administration of the Redevelopment Project Area, its administration of the Redevelopment Plan, its obligations relating to the Downtown TIF or its obligations under this Agreement, its obligations under any statute, law, ordinance, resolution, rule, regulation or other legal requirement, to assure the Developer's material compliance with any statute, law, ordinance, resolution, rule, regulation or other legal requirement, and/or to assure the Developer's obligations under this Agreement. The Developer shall provide such information to the Village within a reasonable time after the Village's request for such information. All information required to be disclosed shall be subject to "continuing disclosure" and such continuing disclosure shall be made to the Village.

2.4 Indemnification. Developer agrees to indemnify, defend (with counsel reasonably acceptable to the Village and, if the Village's and the Developer's interest are in conflict, the Village will have the right to select its own counsel at the Developer's expense) and hold harmless, the Village, its elected and appointed officers, its boards, commissions and committees, the members of such boards, commissions and committees, its employees, its representatives, its agents, its financial and planning advisers, its attorneys and its volunteers, and the successors, assigns, executors, administrators, heirs, beneficiaries, and legatees of the foregoing (the "Indemnitees"), individually and collectively, from any claims, lawsuits, damages, judgments, settlements or other liability (collectively "claims") which arise directly or indirectly from the Developer's breach of this Agreement. Additionally, the Developer agrees to indemnify, defend and hold the Indemnitees harmless against claims based or alleged to be based

upon any activity occurring at the Redevelopment Property resulting from the willful misconduct or negligence of the Developer, its agents, officers, employees, contractors and all subcontractors. In the event that any Indemnitee is required to pay any amounts for any attorneys' fees, costs, expense, judgment or otherwise for which indemnification is required by the Developer, then said payments made shall constitute a lien against the Redevelopment Property subordinate to any previously recorded first mortgage that encumbers the Redevelopment Property in favor of the persons and entities indemnified pursuant to this Agreement. Nothing contained in this Agreement shall be deemed to constitute a waiver by the Village or any Indemnitee of any immunity or privilege afforded by law including, but not limited to, the Illinois Governmental Tort Immunity Act. Nothing herein shall be construed so as to require such indemnification or hold harmless resulting from the acts or omissions which constitute negligence or willful misconduct of the Indemnitees.

In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement, or payments to be made hereunder, are contrary to law, or in the event that the legitimacy of the TIF Ordinances are otherwise challenged before a court or governmental agency having jurisdiction thereof and such challenge would affect the payments to be made under this Agreement, the Village shall at its sole cost defend the integrity of the TIF Ordinances and this Agreement unless such challenge is as a direct result of the acts or omissions of the Developer or its agents, contractors or any subcontractor. The Developer shall fully cooperate with the Village in connection with the foregoing. In the event of an adverse lower court or agency ruling, payments shall be suspended during the pendency of any appeal thereof, but such payments shall be reinstated retroactively if such adverse ruling is reversed by the reviewing

court or agency. The Village shall not seek to set aside, or otherwise challenge, its obligations under this Agreement during the pendency of any appeal.

2.5 Insurance.

A. **Insuring the Construction of the Project.** The Developer shall cause the Village to be named as a primary, noncontributory additional insured party on one or more insurance policies issued or an endorsement to such policy(ies), to provide builder's risk, general liability and Workers' Compensation coverage for the construction of the Project with an insurer reasonably acceptable to the Village. Each of these insurance policies shall be issued with limits which are economically appropriate for the size and scope of the Project and commercially reasonable and acceptable to the Village. Each of these insurance policies shall provide for not less than thirty (30) days written notice to the Village in the event of cancellation. The Developer shall provide the Village with certified copies of such policies or Certificates of Insurance for such policies naming the Village as primary, non-contributory additional insured prior to commencement of construction of the Project. Any contractors utilized by the Developer for the Project shall also provide the same coverage to the Village with the exception of builder's risk.

Prior to commencement of construction of the Project, the Developer shall deliver to the Village all required certificates of insurance which shall be subject to the reasonable approval by the Village with regard to the carrier, amounts and coverages.

B. **Insurance Covering the Project.** Following construction of the Project and throughout the remainder of the term of this Agreement, the Developer or its successor, assignee or designee shall maintain or cause to be maintained an insurance policy or policies insuring the Redevelopment Property (and structures and improvements located thereon), against loss by fire

or other hazard, for the full replacement value of the improvements located on the Redevelopment Property, with an insurer reasonably acceptable to the Village. The Developer shall provide the Village with Certificates of Insurance evidencing such policies. Prior to the commencement of construction of the Project, the Developer shall deliver to the Village all required certificates of insurance which shall be subject to the reasonable approval of the Village with regard to the carrier, amount and coverage.

In the event the Developer fails to procure the insurance required by this Section 2.6, after thirty (30) days written notice the Village may procure such insurance at the Developer's expense. The Village may deduct any amounts expended pursuant to this Section from the Overall Incentive Amount.

2.6 Developer Financing. It is recognized that in addition to the financial assistance provided by the Village that additional funds will be required to complete the Project and to cause the opening and operating of the Business. Some of that financing may include an SBA 504 Loan. The Developer shall obtain all such additional financing or use such reserve funds as required.

2.7 Developer Covenants, Representations, and Warranties. The Developer covenants, represents and warrants as of the date hereof and until all requests for disbursement have been made and approved that:

- (a) The Developer is an Illinois limited liability company;
- (b) The Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;
- (c) The execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate any applicable

provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

- (d) The Developer is able to pay its debts as they mature;
- (e) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair his ability to perform under this Agreement;
- (f) The Developer has and shall from time to time obtain and maintain or cause to be maintained all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct the Business and to commence construction and complete the Project; and the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound which would adversely affect its ability to perform under this Agreement. Developer shall cause the Business to maintain all government permits, certificates and consents necessary for the operation of the Business.

2.8 Prevailing Wage. The Developer understands that by utilizing Village incentives the parts of the Project may become subject to the Illinois Prevailing Wage Act, therefore the Developer covenants and agrees to comply, and to contractually obligate and cause its construction manager, any general contractor, each subcontractor or other applicable entity or person to comply with the applicable requirements of the Illinois Prevailing Wage Act. All contracts subject to the Prevailing Wage Act shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant

to such contract. If the prevailing wage rates are revised, the revised rates shall apply to all such contracts. The Developer shall provide the Village with copies of all such contracts entered into by the Developer or others to evidence compliance with this Section. The Developer together with its contractors, subcontractors, agents, employees and others may be obligated to provide such documents, information and certifications, including appropriate payroll certifications, as are necessary to comply with the Illinois Prevailing Wage Act. The Developer will maintain segregated accounting records detailing expenses incurred and paid for with public and private funds.

2.9 Developer's Performance. The Developer shall not knowingly enter into any transaction that would materially and adversely affect its ability to perform his obligations hereunder or to pay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall, within thirty (30) days, notify the Village of any and all events or actions of which it becomes aware which materially affect the Developer's ability to carry on his business operations or perform obligations under this Agreement or any other documents and agreements.

2.10 Compliance With Law. The Project, the Redevelopment Property and the Business shall be in material compliance with all applicable federal, state and local laws, statutes, ordinances, regulations, executive orders and codes pertaining to or affecting the Project, the Business and the Redevelopment Property.

2.11 Compliance with Agreements. The Developer will materially comply with all contracts, licenses, permits and agreements relating to the Project and shall cause compliance with all contracts, licenses, permits and agreements relating to the Business. The Developer shall, within thirty (30) days, immediately notify the Village in writing of the occurrence of any

material default under any such contract, license, permit or agreement that the Developer becomes aware of.

2.12 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect until termination of this Agreement.

2.13 Fair Employment as Equal Opportunity Practices. The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate it and their various contractors and subcontractors, to comply with all applicable laws relating to fair employment and equal opportunity in conjunction with the development of the Project.

2.16 Books and Records. The Developer shall keep and maintain separate, detailed accountings of expenditures demonstrating the total actual costs of the Project and other expenses for which reimbursement is requested. All such books, records and other documents, including but not limited to the Developer's loan statements, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the Village. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

2.17 Inspection Rights. Any authorized representative of the Village shall have access to all portions of the Project and the Redevelopment Property during normal business hours upon reasonable notice to the Developer for the purpose of determining compliance with

this Agreement and applicable laws, regulations and ordinances, including but not limited to building, fire and safety codes.

2.18 Progress Reports. Until opening of the Business, the Developer shall provide the Village with written progress reports commencing ninety (90) days after execution of this Agreement and continuing on a quarterly basis thereafter detailing the status. The Developer shall notify the Village upon substantial completion of construction of the Project.

2.19 Village Signage. Upon the Village's written request, the Developer shall, at the Village's sole cost, erect a sign of size and style approved by the Village in a conspicuous location on the Redevelopment Property during construction of the Project, indicating that tax increment financing has been provided by the Village. The Village reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Redevelopment Property and the Redevelopment Project in the Village's promotional literature and communications.

2.20 Conflict of Interest Disclosure. Pursuant to Section 5/11-74-4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the Village or of any Village commission or committee exercising authority over the Redevelopment Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the Village, in connection with the planning and preparation of the Redevelopment Plan or Project, owns or controls, has owned, controlled or will own or control any interest in the Developer, the Redevelopment Property or the Project.

2.21 Pending/Threatened Litigation. To the best of its knowledge without inquiry or investigation, the Developer represents and warrants that there is, as of the date of this Agreement, no pending or threatened litigation or administrative proceedings within its

knowledge which could have a material adverse impact on the Project, the Business, or financial condition of the Developer or its members.

2.22 Village Undertaking of Developer Obligations In the event the Developer fails to perform any material obligation required of the Developer pursuant to this Agreement or any statute, law, ordinance, resolution, rule, regulation or other legal requirement affecting or pertaining to the Redevelopment Property and/or the Project after written notice thereof has been provided to the Developer from the Village, and after a reasonable opportunity to cure has elapsed, the Village shall have the option of performing that obligation after written notice to the Developer, provided the Village shall not have the right of self-help with respect to construction of the Project. Any funds expended by the Village pursuant to this section shall be paid from and be an offset to the Overall Incentive Amount.

2.23 Transfer of Business. In the event of transfer of the Business, the following shall control:

Transfer of the Business – In the event that the Developer transfers its interest in the Restaurant on or before the third (3rd) anniversary of the Completion Date, or the Convenience Store on or before the first (1st) anniversary of the Completion Date, the Developer shall pay to the Village the Restaurant Guaranteed Amount and/or the Convenience Store Guaranteed amount as applicable. Provided, however, that such amount is not required to be paid if either: (i) The Guarantors remain liable to pay the Convenience Store Guaranteed Amount or the Restaurant Guaranteed Amount, until the applicable anniversary of the Completion Date; or (ii) the Village is paid the amount due at the time of such transfer; or (iii) the new owner of the Restaurant or Convenience Store

provides the Village with an acceptable letter of credit to secure payment to the Village in the event of a breach of the Operating Covenant in Section 5.

2.24 Transfer of Redevelopment Property

If the Developer sells, transfers or otherwise conveys ownership of the Redevelopment Property or the entity in whose name the Redevelopment Property is conveyed by the Village before the third (3rd) anniversary of the Completion Date, the Developer shall pay the Redevelopment Property Guaranteed Amount to the Village as hereafter provided. Provided however, the transfer of the Redevelopment Property or the ownership entity as the result of death of one or more members of the LLC shall not trigger the repayment obligation.

2.25 Violation of Operating Covenant. If the Convenience Store or the Restaurant violates the Operating Covenant set forth in Section 5 herein, the Developer shall be obligated to pay the Convenience Store Guaranteed Amount or the Restaurant Guaranteed Amount, as applicable, to the Village.

2.26 Guaranteed Amounts.

The Restaurant Guaranteed Amount, the Convenience Store Guaranteed Amount and the Development Property Guaranteed Amount are collectively referred to as the “Guaranteed Amounts.”

2.26.1 Except for accrued liabilities, from and after the third anniversary of the Completion Date, there shall be no further obligation of Developer or Guarantors to pay the Guaranteed Amounts and the Guaranty shall be released in full.

2.26.2 If any payment is due to the Village of any Guaranteed Amounts payment shall be made within ninety (90) days following the date on which such payment becomes due.

2.26.3 The Developer shall not be required to repay any dollar amount not actually received or abated.

2.26.4 Any of the Guaranteed Amount not timely paid shall be a lien on the Redevelopment Property subordinate only to any mortgage or other encumbrance in existence upon the date on which the Redevelopment Property is conveyed to the Developer and any mortgage and assignment of leases and rents to Small Business Growth Corporation/Small Business Administration administered by Chase Bank or any lender the Developer secures to administer the loan. The Village and the Developer shall cooperate in the signing and recording of such instruments, including any subordinations, as are necessary to secure the Village's or the Chase Bank, or any lender the Developer secures to administer the loan, administered Small Business Growth Corporation's/Small Business Administration's position, this includes any subordinations to ensure the Village's lien position is subordinate to the Chase Bank, or any lender the Developer secures to administer the loan, administered Small Business Growth Corporation's/Small Business Administration's. The subordination of the Village's position authorized by this paragraph shall extend to any refinancing of such Chase Bank/SBA loan, but only to the extent such refinancing does not increase either the term of the loan or the principal amount due.

2.27 The Village, at its sole cost and expense, shall design and engineer the parking lot on the Redevelopment Property (including sewer and water service to a point close to the proposed building in a manner which is reasonably acceptable to the Developer. The amount expended in this regard by the Village shall not be included in the Overall Incentive Amount. The Developer shall be responsible for the construction of such parking lot, including but not limited to fill, grade, base, preparation of surface, surface paving, stripping, lighting, landscaping

and extension of sewer and water from the property line to the building (the “Parking Lot Costs”). The Village shall be permitted to utilize the Parking Lot for public special events upon terms as agreed to by the parties.

3. PROJECT AND BUSINESS INCENTIVES. The provisions of this Section 3 shall be conditioned upon and subject to compliance, in all material respects, with all applicable statutes, laws, ordinances, resolutions, rules, regulations and other legal requirements.

3.1 DEFINITIONS. For purposes of this Agreement, the following words and phrases shall have the following meaning:

3.1.1 “Convenience Store Guaranteed Amount” shall mean if the Convenience Store violates the Operating Covenant set forth in Section 5, only the total amount of any Food and Beverage Incentive payment received by Developer for the Project.

3.1.2 “Restaurant Guaranteed Amount” shall mean if the Restaurant violates the Operating Covenant set forth in Section 5, the sum of the following amounts which were actually received by Developer: eighty (80%) percent of the Actual Value of the Redevelopment Property, the total amount of TIF Incentive, the total amount of the Additional Incentive, the Total Amount of any Food and Beverage Incentive and the total amount of fees waived or reduced by the Village.

3.1.3 “Redevelopment Property Guaranteed Amount” shall have the same meaning as the Restaurant Guaranteed Amount.

3.1.4 The Restaurant Guaranteed Amount and the Redevelopment Property Guaranteed Amounts shall be reduced proportionately over the three (3) year period as follows:

3.1.4.1 If the event requiring the repayment occurs on or before the first anniversary of the Completion Date, the entire Restaurant Guaranteed Amount or Redevelopment Property Guaranteed Amount, as applicable shall be paid to the Village.

3.1.4.2 If the event requiring the repayment occurs after the first anniversary of the Completion Date, but on or before the second anniversary date, then the amount of the payment shall be sixty six (66%) percent of the original Restaurant Guaranteed Amount or Redevelopment Property Guaranteed Amount, as the case may be.

3.1.4.3 If the event requiring the payment of the Restaurant Guaranteed Amount or the Redevelopment Property Guaranteed Amount, as applicable, occurs after the second anniversary date, but prior to the third anniversary date, the amount of the payment shall be thirty three (33%) percent of the original Restaurant Guaranteed Amount or Redevelopment Property Guaranteed Amount, as the case may be.

3.1.4.4 If the event requiring the payment of the Restaurant Guaranteed Amount or the Redevelopment Property Guaranteed Amount, as applicable, occurs on or after the third anniversary of the Completion Date, then there shall be no obligation to pay the Restaurant Guaranteed Amount or the Redevelopment Property Guaranteed Amount, as applicable.

3.1.2 **“Incremental Taxes”** shall mean in each calendar year during the term of this Agreement, the portion of the *ad valorem* real estate taxes arising from levies upon taxable real property in the Redevelopment Project Area by taxing districts that is attributable to the increase in the equalized assessed value of the taxable real property in the Redevelopment Project Area

over the initial equalized assessed value of the taxable real property in the Redevelopment Area as determined in accordance Section 5/11-74.4-9 of the Act which, pursuant to the Ordinance adopting tax increment financing for the Downtown TIF and Section 5/11-74 4-8 of the Act, has been allocated to and when collected shall be paid to the Treasurer of the Village for deposit by the Treasurer into the Downtown TIF Fund established to pay Redevelopment Project costs and obligations incurred as provided in this Agreement in the payment thereof.

3.1.3 “Completion of the Improvements” shall mean that date upon which the Project has been completed as certified by the issuance of a Certificate of Occupancy.

3.1.4 “Redevelopment Project Costs” shall mean that portion of the Project or Business costs that are eligible to be paid from tax increment allocation finance district funds according to the Act and other applicable law, and that have been approved by the Village for reimbursement from TIF Funds in accordance with Section 5/11-74.4-3 of the Act and this Agreement. The following costs are approved by the Village as eligible for reimbursement under this Agreement: legal; marketing; engineering; architectural; restaurant, grocery and other consultants as permitted by the Act, the Parking Lot Costs, water, sanitary sewer and storm water or such other costs as permitted pursuant to the Act.

3.1.5 “TIF-Funded Improvements” shall mean those activities and undertakings with respect to the improvement and development of the Project, the costs of which are eligible for reimbursement from TIF Funds in accordance with the Act.

3.1.6 “TIF Fund” shall mean those Incremental Taxes from time to time held by the Village in the Downtown TIF Special Allocation Account.

3.2 Incentives to Developer. Subject to the terms, conditions and restrictions of this Agreement and the Act, the Village shall make available up to, and no more than, seven hundred

fifty thousand (\$750,000) dollars (the “Overall Incentive Allocation” or “Overall Incentive Amount”). The Overall Incentive Allocation may be funded from any source available to the Village as hereafter provided, including payments from the TIF Fund, the General Fund and the Food and Beverage Fund. In the event that the TIF Funds are not readily available for this development or insufficient Redevelopment Project Costs are identified, then other Village funding sources will be utilized up to the maximums as set forth below.

A. The parties shall work together to identify the Redevelopment Project Costs which are eligible for reimbursement from TIF. To the extent that Redevelopment Project Costs exist which are reimbursable from the TIF Fund, the Overall Incentive Amount shall first be drawn from the TIF Fund; provided, however, if Developer has submitted costs for reimbursement and the TIF Fund does not have adequate funds to make such payments, the Village shall be obligated to make such payments from the General Fund (or such other source as the Village may determine) without delay. Subject to the limits set forth below, Developer shall also have the right to submit non-TIF eligible costs for reimbursement at any time upon incurrence of such expenses and regardless of whether the reimbursement from the TIF Fund has been fully exhausted.

(a) The payment of the Overall Incentive Amount shall be made as follows:

- i. The Village will reimburse Developer for up to Four Hundred Fifty Thousand (\$450,000) dollars in Redevelopment Project Costs eligible for reimbursement from the TIF Funds, it being acknowledged that the Village shall be required to pay such amount within the time and in the manner required by Section 3.2.2 of this Agreement upon request and completion by Developer of the requirements set forth in Section 3.2.2

herein, regardless of whether such funds have been received by the Village in the TIF Fund.

- ii. The Village will pay Developer two hundred thousand (\$200,000) dollars to reimburse non-TIF eligible Costs (the “Additional Incentive Amount”), it being acknowledged that the Village shall be required to pay such amount upon request and completion by Developer of the requirements set forth in Section 3.2.2 herein.
- iii. The Developer shall be entitled to one hundred thousand (\$100,000) dollars (the “Food and Beverage Incentive”) The Developer is required to file or cause the Business to file the Food and Beverage Tax Return and pay such taxes when due with the Village.
- iv. The Village will reduce the building permit fee, which includes sewer and water connections for the Project to Ten Thousand (\$10,000.00) Dollars which shall be paid at the time the building permit is applied for and shall be eligible for payment from the TIF Funds.

(b) It is recognized that the entire Overall Incentive Amount will not be realized by the Developer in the event that the Developer does not actually incur Four Hundred Fifty Thousand (\$450,000.00) Dollars in Redevelopment Project Costs which are eligible for reimbursement from TIF funds. So, for example, if the Developer only incurs Three Hundred Fifty Thousand (\$350,000.00) Dollars in Redevelopment Project Costs, the Overall Incentive Amount will be reduced by One Hundred Thousand (\$100,000.00) Dollars.

3.2.2 A. As a prerequisite to the making of any payment of the Overall Incentive Amount to the Developer as hereafter described, the Developer must certify to the Village the following:

- (1) The Developer has the right, power and authority to submit the request for payment and to perform its obligations under the Agreement.
- (2) No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default by Developer under the Agreement exists and remains unremedied.
- (3) None of the items for which payment is requested has been the basis for a previous payment.
- (4) The payment has already been paid from the Developer to its construction manager, contractor, subcontractor or material supplier or others.
- (5) The Developer has obtained or caused to be obtained all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to construct and complete the Improvements.
- (6) The Developer is in substantial compliance with its material covenants under this Agreement and has satisfied any other preconditions to disbursement.
- (7) That no uncontested lien other than a mortgage or mortgages exists against the Redevelopment Property.
- (8) That the Developer has certified the work for which payment is sought has been completed.
- (9) Notwithstanding #5 above, the Developer shall be eligible for payment of fifty (\$50,000) thousand dollars when excavation of the foundation footing is complete and the one

hundred thousand dollar (\$100,000) Food and Beverage Incentive when the Developer has received a rough plumbing or electrical inspection.

B. As a prerequisite to any and all payments by the Village, the Developer shall be required to provide the following to the Village:

(1) A true and correct copy of the contract or contracts upon which the payment request is made. Certified payrolls, when required, shall be provided under the same terms and conditions as canceled checks.

(2) Good and Sufficient Partial or full waivers of liens with respect to the payment requested.

(3) Contractor's sworn statement and cancelled check evidencing that the Developer has made the payments for which reimbursement is sought. All efforts will be made to provide a canceled check when payment request is submitted. If copies are not submitted at the time of payment request, they must be submitted within thirty (30) days of payment. In the event such canceled checks are not provided within the thirty (30) day period, no further payments will be made until such time as the canceled checks are provided. At the time the final payment request is submitted, all canceled checks will be submitted or the final payment will not be released.

(4) An Incentive Return or TIF Return in the form of Exhibit D.

(5) All certificates required by 3.2.2(a) above.

(6) If applicable, a certification from the Developer that the Request for Disbursement includes expenses that are eligible for reimbursement under the Act.

(7) Any other information reasonably necessary to comply with applicable law.

C. The Village shall complete its review of the pay request made by Developer within five (5) business days of receipt of the documentation in conformance with this

Agreement and either issue its approval or a letter detailing with specificity any reasons it is not issuing its approval, with such reasons for denial being based on Developer's noncompliance with this Agreement. The Developer shall be entitled to submit any additional documentation necessary to secure such approval. Upon such resubmittal, the Village shall issue its written approval or denial within five (5) business days of receipt of the resubmittal. Once the Developer has submitted all of the items set forth above for payment when such documentation is acceptable to the Village, the Village shall make payment within 15 days after receipt of Developer's initial pay request submittal provided the Developer has made all submissions within a time frame to permit such payment. The Village and Developer agree to work diligently and in good faith to review and complete all such requests for funding.

4. SOURCE OF FUNDS. The source of funds used to pay the Developer will be as set forth in 3.2 and this Section 4. To the extent funds are not available in the TIF Fund to permit the Village to pay the TIF portion of its payments to the Developer (i.e. up to four hundred fifty thousand (\$450,000) dollars), the Village shall use its general fund to make up any shortfall. It is the intention of the parties that to the extent the Developer demonstrates \$450,000 in eligible TIF costs and that provided the Developer is otherwise in compliance with this Agreement that the Developer will be paid that amount whether or not the funds are available in the TIF Fund.

5. OPERATING COVENANT. Except in the case of Force Majeure, casualty, maintenance or repairs that unreasonably prevent the continued operation of the Convenience Store (i) if the Convenience Store is not in operation in conformance with this Agreement and all applicable laws and ordinances for two (2) years following the Completion Date, the Developer shall repay the Convenience Store Guaranteed Amount to the Village or (ii) if the Restaurant is

not in operation in conformance with this Agreement and all applicable laws and ordinances for three (3) years following the Completion Date, the Developer shall repay the Restaurant Guaranteed Amount to the Village, prorated as set forth herein. For purposes of this Agreement, “in operation”, “operation” or “operational” shall mean that the Restaurant and Convenience Store are open for business at least six (6) days per week. In the event that it is necessary to close the Restaurant or Convenience Store because of events of Force Majeure, casualty, maintenance or repairs, within seven (7) days of such closure, the Developer shall provide the Village with a written notice detailing that reason for the closure and the expected date of reopening which shall be not more than one hundred eighty (180) days after the closure. If the Restaurant or Convenience Store does not reopen on or before the date and time set forth in such notice then in that event the Convenience Store or the Restaurant shall be deemed not in operation. There is no obligation for the Restaurant or Convenience Store to operate under a certain name or brand.

6. PARKING LOT COMPLETION.

The business shall not be permitted to open unless or until the Parking Lot is complete.

7. CONVEYANCE OF PROPERTY. Provided that the Developer demonstrates sufficient capital to construct the Project and to cause the opening of the Business, the Village shall convey merchantable title to the Redevelopment Property to the Developer within thirty (30) days of the Final Site, Landscaping and Engineering Plans having been approved by the Village. The sale price for the conveyance shall be one dollar (\$1.00), however, it is recognized that the “Actual Value” of the Redevelopment Property is more, the “Actual Value” shall be determined by the average fair market value as determined by an appraisal conducted for the

Village and an appraisal conducted for the Developer's lender within thirty (30) days following the date of this Agreement.

The deed for the Redevelopment Property shall provide that the title to the Redevelopment Property will revert to the Village free from all liens and encumbrances, except those existing at the time of conveyance to the Developer, in the event that the Developer has not completed construction of footings for the Project Building on or before April 1, 2016 or such other dates as is agreed to in writing by the parties. The Village shall indemnify, defend and hold the Developer harmless against undisclosed environmental conditions.

The Village shall convey the Property in an environmental condition suitable for the Project and, if requested by the Developer's lender, shall provide the Developer and its lender with an updated Phase I environmental report and, if recommended by such Phase I, a Phase II environmental report.

In the event that the Developer obtains at its cost and expense an independent appraisal, the Village will consider that appraisal when determining the Actual Value.

The Village, at its cost, shall provide a title commitment and survey of the Property to the Developer at such time as the Developer's plans are approved by the Village. The amount of the title policy shall be as determined by an appraisal. This Agreement is subject to the title policy and survey being reasonably acceptable to the parties. Provided, however, in the event the Developer wants the survey and title commitment prior to the time it is eligible for conveyance of the Redevelopment Property pursuant to Section 7, then, in that event, the Developer shall reimburse the Village upon being invoiced for the costs and shall thereafter reserve a credit in that amount from the Village in the event a closing occurs, such that the cost of such title and survey shall be paid by the Village upon closing.

8. COVENANTS AND RESTRICTIONS.

A. At the time of closing for the Redevelopment Property, covenants and restrictions shall be recorded against the Redevelopment Property (and other land owned by the Village as generally depicted on Exhibit E (the “Village Land”)). The covenants and restrictions shall be substantially in the form of Exhibit F attached hereto.

9. TERM OF AGREEMENT. The term of this Agreement (the “Term”) shall be for a period of five (5) years from the Completion Date, or when the final payment to the Developer has been made, whichever first occurs; provided, however, Developer’s right to any portion of the Food and Beverage Tax Incentive not yet funded and the Developer’s indemnification obligations shall survive the term of this Agreement for the same period of time.

10. COOPERATION OF THE PARTIES. The Village and the Developer agree to cooperate reasonably with each other when requested to do so concerning the development of the Improvements.

11. TIME PERFORMANCE. For this Agreement, **TIME IS OF THE ESSENCE.**

12. NO JOINT VENTURE, AGENCY, THIRD PARTY BENEFICIARY OR PARTNERSHIP CREATED. Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among the Parties or any third party beneficiary.

13. DEFAULT/REMEDIES. If any of the Parties shall default under this Agreement or fail to perform or keep any material term or condition required to be performed or kept by such Party (an “Event of Default”), such Party shall, upon written notice from the other Party, proceed to cure or remedy such default or breach within thirty (30) days after receipt of

such notice, provided, however, that in the event such default is incapable of being cured within said thirty (30) day period and the defaulting Party commences to cure the default within said thirty (30) day period and proceeds with due diligence to cure the same, such Party shall not be deemed to be in default under this Agreement. In the case of an Event of Default by the Developer, should such action to cure not be taken or not be diligently pursued, or the default or breach shall not be cured or remedied within the above period, the Village may suspend payment of the Overall Incentive Amount until the Developer commences and diligently pursues a cure. Any delay by any Party in instituting or prosecuting any actions or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights in any way (it being the intent of this provision that such Party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided by law, equity or this Agreement because of the default involved). A waiver made by any Party with respect to any specific default by any other Party under this Agreement must be expressly and specifically made in writing and shall not be construed as a waiver of rights with respect to any other default by the defaulting party under this Agreement or with respect to the particular default except to the extent expressly and specifically waived in writing.

14. FORCE MAJEURE. The parties will diligently perform their obligations hereunder subject to Force Majeure. The term "Force Majeure" as used herein shall mean any delays incurred by a party due to strikes, lockouts, acts of God, enemy action, civil commotion, governmental restrictions or delays in obtaining permits (but solely to the extent that such delays are not caused by and are beyond the control of the party claiming such Force Majeure), lawsuits against any party that delays or stops construction or preemption, fire or other casualty, shortage of materials, unusually adverse weather conditions, or other cause beyond the reasonable control

of the party, for so long as the party is using its reasonable good faith efforts to end any such delay if the party asserting the Force Majeure is reasonably capable of doing so.

15. NOTICES. All notices, demands, requests, and other communications under this Agreement shall be in writing and shall be either personally delivered or mailed, by U.S. Postal Service registered or certified mail, return receipt requested, postage pre-paid, or reputable overnight courier service to the Parties at the following addresses:

IF TO THE DEVELOPER:	<hr/> <p>BG Investment Group LLC 660 N. Independence Blvd. Romeoville, IL 60446</p>
WITH COPIES TO:	<p>Marcia Owens Hamilton Thies & Lorch LLP 200 S. Wacker Drive, Suite 3800 Chicago, Illinois 60606</p>
IF TO THE VILLAGE:	<p>Village of Romeoville 1050 W. Romeo Road Romeoville, IL 60446 Attn: Village Administrator</p>
WITH COPIES TO:	<p>David Silverman Mahoney Silverman and Cross, LLC 822 Infantry Drive, Suite 100 Joliet, IL 60435</p>
	<p>And</p> <p>Village of Romeoville 1050 W. Romeo Road Romeoville, IL 60446 Attn: Finance Director</p>

or at such other address or to such other party as the Parties may designate in writing delivered or mailed as described above. Notices shall be deemed given upon receipt, in the case

of notice by personal delivery or overnight courier, and five (5) business days after being deposited with the U.S. Postal Service, in the case of notice by registered or certified mail.

16. ENTIRE AGREEMENT/AMENDMENTS. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings of the Parties relative to the subject matter hereof, superseding all prior negotiations, agreements and understandings, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between the Parties, except as set forth herein. The Village is not obligated to make any further payments to the Developer or to provide any other economic incentive for the development of the Redevelopment Property other than those incentives described in this Agreement. No amendment, revision, change or addition to this Agreement shall be binding upon the Parties unless authorized in accordance with law and reduced to a writing which is executed by both Parties.

17. SUCCESSORS AND ASSIGNS

A. Except as provided in this Agreement, the agreements, undertakings, rights, benefits and privileges set forth in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives, including, without limitation, successor governing bodies/members of the Developer and the Village and successor Developers of the Property.

B. The Developer's obligations and rights pursuant to this Agreement shall be assignable only with the Village's written consent. The Developer may, however, for the purpose of obtaining financing for the Project, provide a collateral assignment of this Agreement to a lender or successor lender without Village consent provided that such assignment is subordinate to the Village's position.

18. GOVERNING LAW AND VENUE. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois. The Venue for any action under or resulting from this Agreement shall be in the Circuit Court of Will County, Illinois.

19. CAPTIONS AND PARAGRAPHS HEADINGS. The captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it.

20. CONFLICTS. In the event of a conflict between the provisions of this Agreement and the provisions of any Village ordinance, the provisions of this Agreement shall prevail to the extent permitted by law.

21. DEFINITION OF TERMS/CONSTRUCTION OF AGREEMENT. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless herein indicated to the contrary. This Agreement has been negotiated by the Parties hereto and their respective attorneys. The language in this Agreement shall not be construed for or against either party based upon any rule of construction favoring the non-drafting Party. Words in the masculine, feminine or neuter shall apply to either gender or neuter, as appropriate.

22. RECORDING/COVENANT. This Agreement (or a memorandum thereof) shall be recorded against the Property with the Will County Recorder of Deeds and shall constitute a covenant running with the land.

23. EXECUTION OF THIS AGREEMENT. This Agreement shall be signed last by the Village and its Mayor shall affix the date on which he signs and approves this Agreement on the first page hereof, which date shall be the first date on which he is legally authorized to

execute this Agreement on the Village's behalf and which date shall be the effective date of this Agreement.

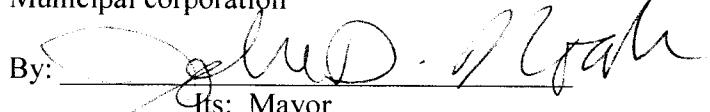
24. AUTHORIZATION. The Developer hereby specifically designates as the entity to provide any and all notices, make any and all requests and receive any and all payments on behalf of the Developer. The Village has a right to and shall rely upon this designation. Neither the Village, the TIF District or its officers, agents or employees shall be liable for any payment made or action taken or omitted in reliance upon this designation.

25. NO PERSONAL LIABILITY. The Developer recognizes that the persons signing this Agreement on behalf of the Village, the Mayor, Village Board, the Village agents, officers, financial consultants, employees and attorneys, shall have no personal liability and that each is acting solely in their official or professional capacities.

26. SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement, the invalidity of such provision shall not affect any of the other provisions of this Agreement and those other provisions shall continue in full force and effect to the extent possible. Neither of the Parties shall challenge the validity or enforceability of this Agreement nor any provision of this Agreement, nor assert the invalidity or unenforceability of this Agreement or any provision of it.

27. EARLY TERMINATION. In the event the Developer is not entitled to conveyance of the Redevelopment Property as provided in Section 7 on or before February 1, 2016, subject to Force Majeure, and the parties have not otherwise mutually agreed in writing to an extension, then this Agreement shall automatically terminate without the requirement of any further action by the parties.

**VILLAGE OF ROMEOVILLE, an Illinois
Municipal corporation**

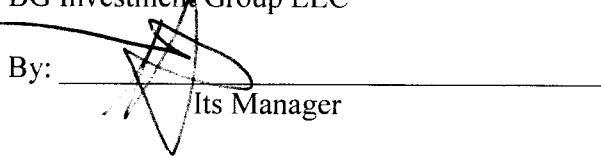
By: 
Its: Mayor

ATTEST:

By: 
Its: Clerk

DEVELOPER:

BG Investment Group LLC

By: 
Its Manager

LIST OF EXHIBITS

- Exhibit "A" Redevelopment Property Depiction
- Exhibit "B" Project Description/Depiction
- Exhibit "C" The Business Description
- Exhibit "D" Incentive Return
- Exhibit "E" The Village Land (other land owned by the Village)
- Exhibit "F" Form of Covenants
- Exhibit "G" RESERVED
- Exhibit "H" Personal Guarantee

EXHIBIT A
REDEVELOPMENT PROPERTY
DEPICTION

EXHIBIT B

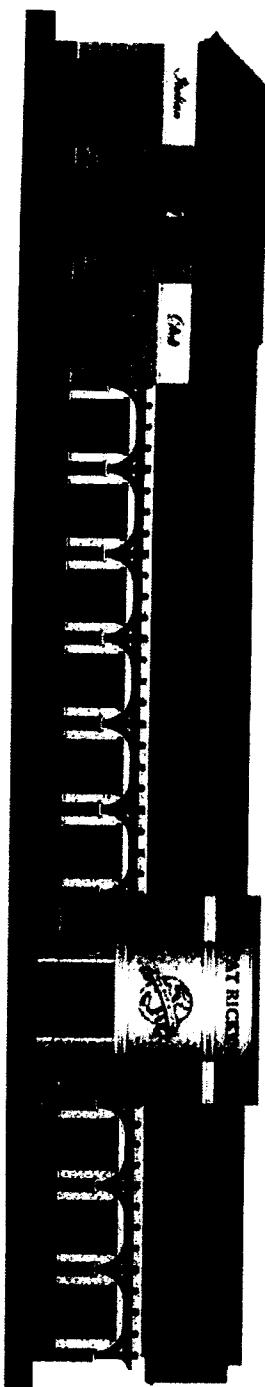
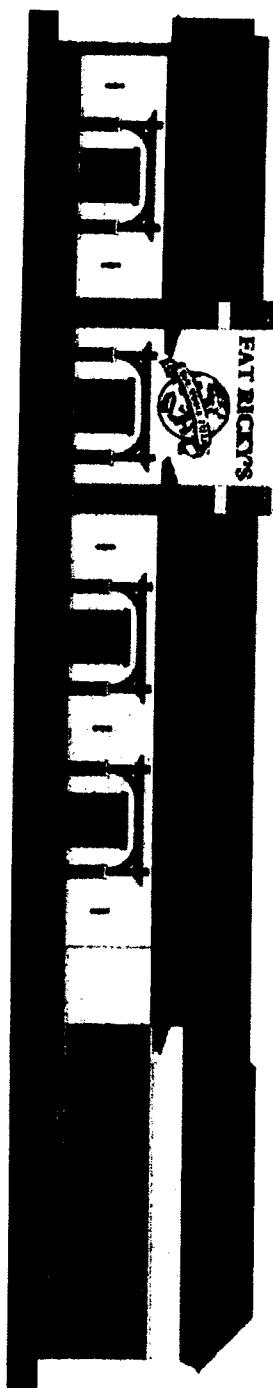
PROJECT

The Project shall consist of a free standing building constructed on the Redevelopment Property. The Project shall be approximately 8,000 square feet and shall conform with the plans and specifications approved by the Village. The Project shall also include the Parking Lot.



ANELLO ARCHITECTURE DESIGN
PLANNING AND DESIGN CONSULTANT

RENDERING
SCALE: 1/100 - 11'0"
0'0"



OLD WORLD PIZZA CO.

OLD WORLD PIZZA PIZZA

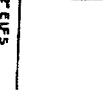
EXTERIOR WALL LEADER



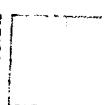
STORE VENeer



FACE BRICK



2' EIPS

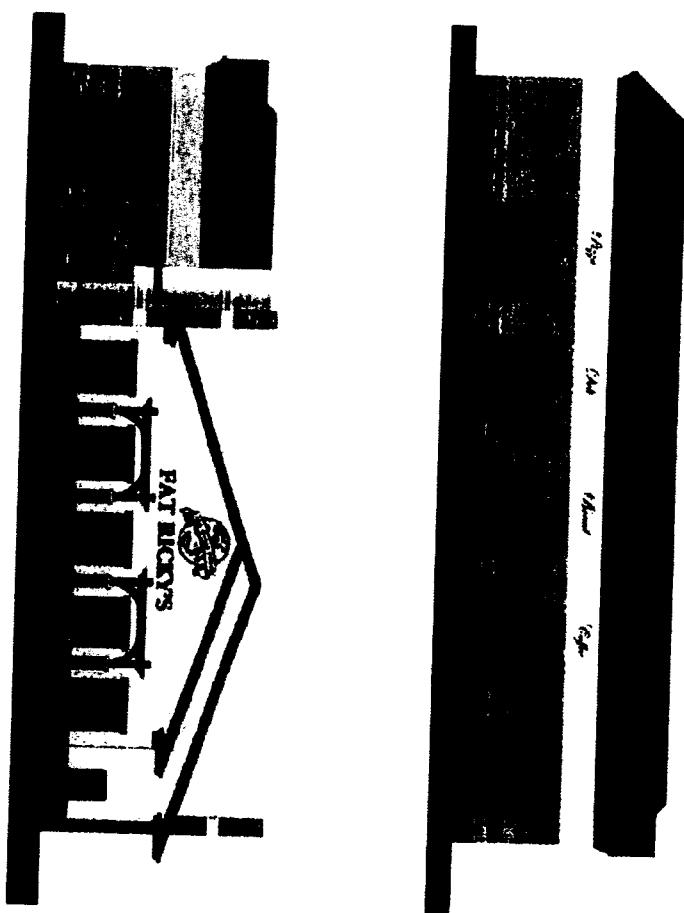


FACE BRICK

2' EIPS



ASPHALT SHINGLES



RENDERING
MELLO ARCHITECTURE DESIGN

EXHIBIT C

THE BUSINESS

The Business shall consist of the businesses situated within the Project. The Businesses shall consist of not less than 2,500 square feet dedicated to a delicatessen and convenience store and not less than 5,500 feet dedicated to a sit down restaurant and banquet facility.

EXHIBIT D

Incentive Return

Exhibit D

Village of Romeoville, Will County, Illinois
TIF Information Return and Certificate of Reimbursable Redevelopment Project Cost and
Non-TIF Information Return and Certificate of Reimbursable Redevelopment Project Cost
Request for Reimbursement

_____, 2015

Village of Romeoville
Finance Department
1050 W. Romeo Road
Romeoville, Illinois 60446
Attention: Kirk Openchowski

Re: Redevelopment Agreement between the Village of Romeoville and BG Investments, LLC Concerning the Village of Romeoville Downtown TIF as approved by the Village Board through Village Resolution 2015-XXXX.

Dear _____:

You are requested to disburse funds from the Village's Downtown Tax Increment Financing Redevelopment Project and Plan Special Tax Allocation Fund and Village of Romeoville General Corporate Fund pursuant to the Agreement described above in the amount(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Agreement and the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as from time to time supplemented and amended.

1. Request for Reimbursement No.: _____
2. Payment Due to: _____
3. Amount to be Disbursed: _____

TIF Eligible Reimbursement _____

Non-TIF Eligible Reimbursement _____

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for those Redevelopment Project Costs detailed in the Agreement.

5. The undersigned states and certifies that:

- (i) The Developer has the right, power and authority to submit the request for payment and to perform its obligations under the Agreement.
- (ii) No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default by Developer under the Agreement exists and remains unremedied
- (iii) None of the items for which payment is requested has been the basis for a previous payment
- (iv) The payment has already been paid from the Developer to its construction manager, contractor, subcontractor or material supplier or others.
- (v) The Developer has obtained or caused to be obtained all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to construct and complete the Improvements.
- (vi) The Developer is in substantial compliance with its material covenants under this Agreement and has satisfied any other preconditions to disbursement.
- (vii) That no uncontested lien other than a mortgage or mortgages exists against the Redevelopment Property.
- (viii) That the Developer has certified the work for which payment is sought has been completed.
- (ix) That the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs
- (x) That the amount of Redevelopment Project Costs to be reimbursed in accordance with this Request for Reimbursement, together with all amounts reimbursed to the Developer pursuant to the Agreement, is not in excess of \$550,000 (of which no more than \$100,000 can be non-TIF eligible)
- (xi) That the amount included in above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;

Exhibit D

- (xii) That all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement;
- (xiii) That the Downtown TIF requested portion of payment or reimbursement are for expenditures that are permissible and eligible under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time supplemented and amended;
- (xiv) the Developer certifies that all other conditions of the Agreement have been met and all other required documentation required by the Agreement has been provided to the Village.

The following forms have been attached and are true and correct copies:

1. A true and correct copy of the contract or contracts upon which the payment request is made.
2. Good and Sufficient Partial or full waivers of liens with respect to the payment requested.
3. Contractor's sworn statement and/or architect's certification, evidencing that the Developer has made the payments for which reimbursement is sought.
4. Cancelled check evidencing that the Developer has made the payments for which reimbursement is sought. (Copies of cancelled checks must be provided within thirty (30) days of payment. In the event such cancelled checks are not provided within the thirty (30) day period, no further payments will be made until such time as the cancelled checks are provided, at the time of the last payment application, all cancelled checks should be in).
5. Copies of Paid Invoices
6. Proof of compliance with Prevailing Wage

Dated this _____ day of _____, 20_____.
(Handwritten date)

BG Investments, LLC

By: _____

Name: _____

Title: _____

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

Given under my hand and notarial seal this day of 20

Notary Public
My commission expires

Village of Romeoville, Illinois a municipal corporation

By:

Name: _____

Title:

EXHIBIT E

THE VILLAGE LAND (owned by the Village)

EXHIBIT E

FINAL PLAT OF
UPTOWN SQUARE RESUBDIVISION

holding a Photo exhibition of part of Block 2 in the Penitentiary Shopping Centre Block 2, a subdivision of part of the North-West Chamber of Commerce and part of the South Hall of the South-West Chamber of Commerce Section 27 in Township 37 North, Range 10 East of the Third Principal Meridian, Durango, Colorado, USA.

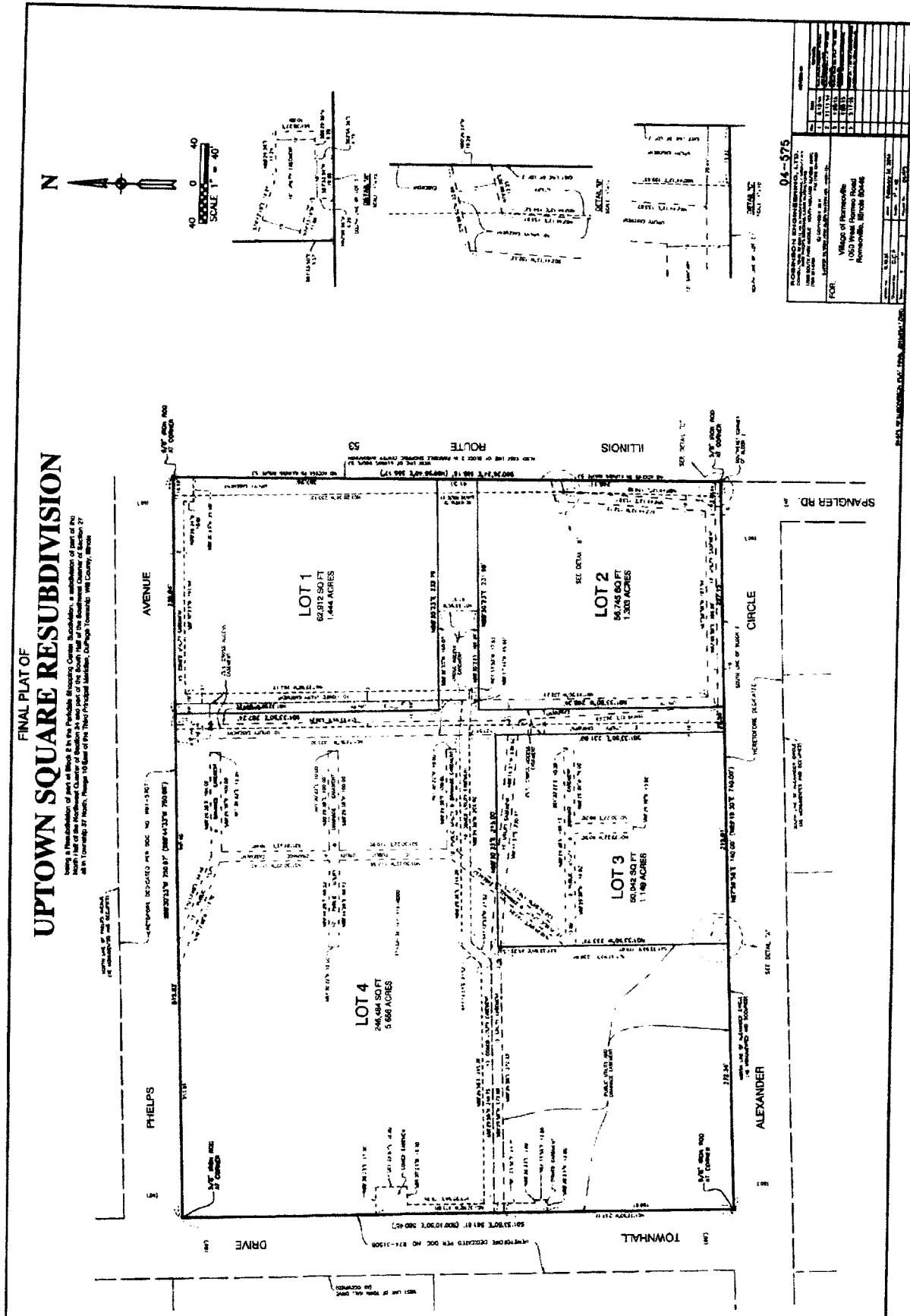


EXHIBIT F

RESERVED

**DECLARATION OF
COVENANTS,
CONDITIONS AND
RESTRICTIONS**

After Recording, Mail to:

Jean A. Kenol
Mahoney, Silverman & Cross, LLC
822 Infantry Drive, Suite 100
Joliet, IL 60435

Prepared by:

Jean A. Kenol
Mahoney, Silverman & Cross, LLC
822 Infantry Drive, Suite 100
Joliet, IL 60435

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS FOR
UPTOWN SQUARE RESUBDIVISION
ROMEovILLE, ILLINOIS**

This Declaration of Covenants, Conditions and Restrictions (“Declaration”) is made this ____ day of _____ 2015 by the Village of Romeoville, an Illinois Municipal Corporation (“Declarant”).

RECITALS

WHEREAS, Declarant is the fee simple title holder of the real property commonly known as the Uptown Square Resubdivision located in Romeoville, Illinois (“Property”) and legally described in Exhibit “A” of this Declaration, which is attached hereto and incorporated herein by reference; and

WHEREAS, Declarant intends to sell portions of the Property, restricting it in accordance with a common plan designed to preserve the value and amenities of the Property for the benefit of its future owners;

NOW, THEREFORE, Declarant declares that the real property described in Exhibit “A” is and shall be held, sold, conveyed, transferred, mortgaged, assigned and encumbered subject to the terms, provisions, covenants, restrictions, conditions, reservations hereinafter set forth, all of which are declared to be for the purpose of enhancing and protecting the value, desirability, attractiveness, and harmonious and proper use of the Property. These covenants, restrictions, provisions, conditions and reservations shall run with the Property and shall be binding upon all the parties having or acquiring any right, title, or interest in the property described in Exhibit “A”, and shall inure to the benefit or burden of each owner thereof.

ARTICLE 1 **DEFINITIONS**

1.01 Convenience Store shall mean a store stocking a range of household goods, groceries and packaged liquor.

1.02 Delicatessen shall mean a store selling cold cuts, cooked meats, cheeses, and a variety of salads, as well as a selection of food that is already prepared or requires little preparation. It shall not mean a fast food sandwich shop such as Subway.

1.03 Declarant shall mean the Village of Romeoville, a municipal organization who is the current owner of the Property, and its successors and assigns.

1.04 Force Majeure shall mean acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor, utilities or materials, damage by reason of fire or other casualty, or any other cause beyond the reasonable control of such person or entity.

1.05 Owner shall mean BG Investment Group LLC, an Illinois limited liability company, and its successors and assigns.

1.06 Pasta shall mean any Italian cuisine incorporating unleavened dough in any variety including but not limited to: spaghetti, ravioli, macaroni, etc.

1.07 Physical Therapy shall mean the treatment of disease, injury, or deformity by physical methods such as massage, heat treatment, and exercise.

1.08 Restaurant shall mean an establishment where customers can sit down or carry out prepared meals.

1.09 Village Sports Center shall mean the Romeoville Athletic and Events Center located at 55 Phelps Ave, Romeoville IL 60446.

ARTICLE 2 **GENERAL RESTRICTIONS**

2.01 Provided a Restaurant is in operation on Lot 1 on or before December 1, 2016, then, with the exception of Lot 1, the Property, or any part thereof, shall not be utilized for the sale of pizza, whether in a Restaurant or by any other method. This restriction shall remain on the Property as long as the Restaurant located on Lot 1 is in operation, except for closures due to instances of Force Majeure, casualty or periods of maintenance and repair not to exceed one hundred eighty (180) days at any given time. For purposes of this Section 2.01, "in operation" shall mean that the Restaurant is open for business at least six (6) days a week. Notwithstanding the above, the Declarant may sell pizza in the Village Sports Center and its parking lot.

2.02 Provided a Restaurant is in operation on Lot 1 on or before December 1, 2016, then, with the exception of Lot 1, the Property, or any part thereof, shall not be utilized as a Restaurant or other operation in which five (5%) percent or more of its annual gross revenue is derived from the sale of Pasta. This restriction shall remain on the Property as long as the Restaurant located on Lot 1 is in operation, except for closures due to instances of Force Majeure, casualty or periods of maintenance and repair not to exceed one hundred eighty (180) days at any given time. For purposes of this Section 2.02, "in operation" shall mean that the Restaurant is open for business at least six (6) days a week.

2.03 Provided a Convenience Store is in operation on Lot 1 on or before December 1, 2016, then, with the exception of Lot 1, the Property, or any part thereof, shall not be utilized as a Convenience Store. This restriction shall remain on the Property as long as the Convenience Store located on Lot 1 is in operation, except for closures due to instances of Force Majeure, casualty or periods of maintenance and repair not to exceed one hundred eighty (180) days at any given time. For purposes of this Section 2.03, "in operation" shall mean that the Convenience Store is open for business at least six (6) days a week.

2.04 Provided a Convenience Store is in operation on Lot 1 on or before December 1, 2016, then, with the exception of Lot 1, the Property, or any part thereof, shall not be utilized by any business in which more than twenty (20%) percent of its annual gross revenue is derived from the sale of packaged liquor. This restriction shall remain on the Property as long as the Convenience Store located on Lot 1 is in operation, except for closures due to instances of Force Majeure, casualty or periods of maintenance and repair not to exceed one hundred eighty (180) days at any given time. For purposes of this Section 2.04, "in operation" shall mean that the Convenience Store is open for business at least six (6) days a week.

2.05 Provided a Delicatessen is in operation on Lot 1 on or before December 1, 2016, then, with the exception of Lot 1, the Property, or any part thereof, shall not be utilized as an establishment in which more than twenty (20%) percent of its annual gross revenue are derived from the sale of items typically sold in a Delicatessen. This restriction shall remain on the Property as long as the Delicatessen located on Lot 1 is in operation, except for closures due to instances of Force Majeure, casualty or periods of maintenance and repair not to exceed one hundred eighty (180) days at any given time. For purposes of this Section 2.04, "in operation" shall mean that the Convenience Store is open for business at least six (6) days a week.

2.06 The Property, or any part thereof, shall not be utilized as an establishment that engages in any form of Physical Therapy as long as the January 21, 2015 Naming Rights and Space Leasing Agreement, or any extension thereof, entered into between the Village of Romeoville and Edward Hospital is in effect.

2.07 Except for the easements set forth on the Final Plat of Subdivision, the parking area contained on Lot 1 shall be for the exclusive use of Owner, its tenants, occupants

and invitees and no other party shall have any rights to utilize such parking area (or any other portion of Lot1). Notwithstanding the above, the Declarant shall be permitted to utilize the parking area for public special events under terms mutually agreeable to the parties.

ARTICLE 3 PENALTIES & ENFORCEMENT

3.01 The foregoing covenants shall be enforceable by Declarant or its respective successors and assigns, at law or in equity and in all events by Owner or its respective successors and assigns. Without limitation of the foregoing, Declarant, Owner or their respective successors and assigns, shall have the right to recover damages for any breach of such covenant, including without limitation all attorneys' fees incurred in connection therewith, and shall have a right to obtain a restraining order or other injunctive relief prohibiting the violation of such covenant.

ARTICLE 4 MISCELLANEOUS

4.01 Partial Invalidity. Invalidation of any of this Declaration or any part thereof by judgment or court order shall in no way affect any of the other provisions, all of which shall remain in full force and effect.

4.02 Interpretation. Any discrepancy, conflict or ambiguity which may be found herein shall be resolved and determined by Declarant and, in the absence of any adjudication by a court of competent jurisdiction to the contrary, such resolution and determination shall be final.

4.03 Captions. The captions and organizational numbers and letters appearing in this Declaration or inserted only as a matter of convenience and neither in any way define, limit, construe or describe the scope of interest of this Declaration nor in any way modify or affect this Declaration.

4.04 Governing Law. This Declaration shall be governed by the laws and decisions of the State of Illinois and shall be enforced in the Circuit Court of Will County, Illinois.

4.05 Amendments and Release. The Village of Romeoville can, from time to time, and without other approval or authorization, amend or release this Declaration to remove the applicable restrictions in the event the business required to be operating is no longer "in operation" beyond all periods of Force Majeure, casualty or periods of maintenance and repair allowed thereunder as provided by 2.01, 2.02, 2.03, 2.04, 2.05 and 2.06 by notifying the affected party thereof in writing and recording such amendment(s) or release in the Office of the Will County Illinois Recorder of Deeds. All other amendments shall be required to be executed by the Declarant and all other owners of any portion of the Property.

4.06 Entire Agreement. This Declaration constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the parties including but not limited to the revised and amended Redevelopment Agreement entered into between the Village of Romeoville and BG Investment Group LLC on December 23, 2015 and the Redevelopment Agreement entered into between the Village of Romeoville and 615 Romeoville, LLC.

IN WITNESS WHEREOF, the Village of Romeoville has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Village President, and attested by its Village Clerk.

{signature page to follow}

Dated this _____ day of _____, 2015

VILLAGE OF ROMEOVILLE:

By: _____
John Noak
Its: Village President

ATTEST:

By: _____
Bernice Holloway
Its: Village Clerk

State of Illinois)
) §
County of Will)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that John Noak, personally known to me to be the Village President of the Village of Romeoville and Bernice Holloway, personally known to me to be the Village Clerk of the Village of Romeoville, and personally known to me to be the same person(s) whose name(s) are subscribed to the forgoing instrument, appeared before me this day in person and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2015

(Notary Public)

Exhibit A

LOT 1 IN FINAL PLAT UPTOWN SQUARE RESUBDIVISION BEING A RESUBDIVISION OF PART OF
BLOCK 2 IN THE PARKDAIE SHOPPING CENTER SUBDIVISION, A SUBDIVISION OF PART OF THE
NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34 AND PART OF THE SOUTH HALF
OF THE SOUTHWEST QUARTER OF SECTION 27, AIL IN TOWNSHIP 37 NORTH, RANGE 10 EAST
OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE TOWNSHIP, WILL COUNTY, ILLINOIS

EXHIBIT G

RESERVED

EXHIBIT H
PERSONAL GUARANTY

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, and to induce the Village of Romeoville, Will County, Illinois, an Illinois municipal corporation ("Village") to enter into the Redevelopment Agreement dated Dec. 23, 2015 (the "Redevelopment Agreement") with BG Investment Group LLC, an Illinois limited liability company ("BG"), executed and effective simultaneously with the execution and effectiveness of this Guaranty, Rick DiPego and Frank Guagliardo (hereinafter, jointly and severally, referred to as "Guarantor"), hereby absolutely and unconditionally guarantee to the Village payment of the Guaranteed Amounts set forth in the Redevelopment Agreement and no other amounts, other than enforcement costs expressly set forth herein.

The obligation of Guarantor under this Guaranty shall be an absolute, direct and primary obligation, and Village shall not be required to exhaust any of the Village's rights or remedies against BG or Guarantor prior to making any demand on or invoking any of the rights and remedies against Guarantor. Guarantor also covenants and agrees to pay to Village all court costs and attorneys' fees incurred by Village in the enforcement of this Guaranty.

All suretyship defenses are hereby waived.

Guarantor hereby agrees that any action, suit or proceeding to enforce this Guaranty shall be brought in the state circuit court located in Will County.

This Guaranty and all rights, obligations and liabilities arising hereunder shall be construed and enforced in accordance with the laws of the State of Illinois.

If Guarantor is comprised of more than one person, each such person shall be jointly and severally liable for Guarantor's obligations under this Guaranty. This Guaranty and the obligations of Guarantor as contemplated herein shall, except for accrued obligations, expire upon the third (3rd) anniversary of the Completion Date.

Capitalized terms used herein without definition shall have the meaning set forth in the Redevelopment Agreement.

RICK DIPEGO

FRANK GUAGLIARDO