City Council Agenda

Monday, July 20, 2026
Closed Session – 6:30 p.m.
Regular Session – 7:00 p.m.
Room 102

CALL TO ORDER

CLOSED SESSION
PENDING LITIGATION

REGULAR SESSION

PUBLIC COMMENT
(matters not on the agenda)

MAYORAL ANNOUNCEMENTS/COMMENTS

ALDERMEN ANNOUNCEMENTS/COMMENTS

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER'S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

CONSENT AGENDA

1. **RESOLUTION R-166-26**: Approving Task Order #3 with Trotter and Associates, St. Charles, Illinois in the Amount of $169,700. Funding Source – Water/Professional Services.

2. **RESOLUTION R-167-26**: Adopting the Community Development Block Grant (CDBG) Program Year 2026 (PY2026) Annual Action Plan

3. **RESOLUTION R-168-26**: Awarding the Bid for the Core and Shell Restaurant Package Project to Paul Borg Construction Company in the Amount of $10,970,565. Funded by 2026 and 2027 Facilities Replacement Fund.

4. **RESOLUTION R-174-26:** Approving a License Agreement Between the City of Des Plaines and SummitIG, LLC. For Installation of Fiber Optic Cable in City Rights-of-Way.

5. **SECOND READING – ORDINANCE Z-15-26:** Consideration of an Ordinance Approving a Conditional Use for Livery Service at 301 West Oakton Street.

6. Minutes/Regular Meeting – July 6, 2026

NEW BUSINESS

1. FINANCE & ADMINISTRATION – Alderman Dick Sayad, Chair
   a. Warrant Register in the Amount of $4,165,377.70– **RESOLUTION R-169-26**

2. COMMUNITY DEVELOPMENT – Alderman Colt Moylan, Chair
   a. Consideration of a Resolution Supporting a Cook County Class 6b Real Estate Tax Incentive for Midwest RE Acquisitions, LLC at 1666 East Touhy Avenue – **RESOLUTION R-170-26**
   b. Consideration of a Resolution Supporting a Cook County Class 6b Real Estate Tax Incentive for Midwest RE Acquisitions, LLC at 1600 East Touhy Avenue – **RESOLUTION R-171-26**
   c. Consideration of a Resolution Approving a Business Assistance Grant for The Foxtail on the Lake at 1177 Howard Avenue – **RESOLUTION R-172-26**
   d. Consideration of a Resolution Approving a Business Assistance Grant for Alibi Coffee House at 749 West Golf Road – **RESOLUTION R-173-26**

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

ORDINANCES ON THE AGENDA FOR FIRST READING APPROVAL MAY ALSO, AT THE COUNCIL'S DISCRETION, BE ADOPTED FOR FINAL PASSAGE AT THE SAME MEETING.

Persons with disabilities who require certain accommodations in order to observe or participate in a public meeting or have questions about the accessibility of the public meeting should contact the ADA Coordinator at least 48 hours (or two business days) in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 1420 Miner St., Des Plaines, IL; by telephone at (847)391-5486; or by email at hr@desplainesil.gov.

Notices of this meeting were posted in accordance with the requirements of 5 ILCS 120/1 et. Seq. (Open Meetings Act).

DES PLAINES
ILLINOIS

PUBLIC WORKS AND ENGINEERING DEPARTMENT
1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847-391-5464
desplainesil.gov

MEMORANDUM

Date: July 9, 2026

To: Dorothy Wisniewski, City Manager

From: David Schilf, Superintendent

Cc: Timothy Watkins, Director of Public Works and Engineering
Tom Bueser, Assistant Director of Public Works

Subject: Trotter & Associates, Inc, Task Order #3 Water System Master System Plan

---

Issue: For City Council to consider approval of Task Order #3 with Trotter and Associates to provide a water system master plan and approve Resolution R-166-26.

Analysis: The 2026 Water System Master Plan is intended to provide a thorough understanding of the existing Water System and evaluate the feasibility of various short and long-term alternative operations. The Master Plan will also provide a Capital Improvements Plan for infrastructure replacement over various service lives (e.g. 20, 50, 75-year replacement programs) to determine required annual funding levels. The intent of the final document is to provide a roadmap for the City water system to prioritize improvements and identify necessary funding.

The City has a Master Consultant Agreement with Trotter and Associates and they have provided a proposal to perform this update. The update includes general background, community needs, distribution system evaluation, supply, storage and treatment evaluation, review and analysis of alternatives, and a summary and capital improvements plan. Their proposal is in the amount of $169,700.00.

Recommendation: We recommend approval of Task Order #3 with Trotter and Associates, 40W201 Wasco Rd., Suite D St. Charles, IL 60175 in the amount of $169,700.00. Funding source will be Water Fund, Professional Services, 500-00-580-0000.6000.

Attachments:
Resolution R-166-26
Exhibit A – Task Order #3

CITY OF DES PLAINES

RESOLUTION R - 166 - 26

A RESOLUTION APPROVING TASK ORDER NO. 3 WITH TROTTER AND ASSOCIATES, INC. FOR A WATER SYSTEM STUDY UPDATE.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, on December 1, 2025, the City Council approved Resolution R-234-25, which authorized the City to enter into a master contract (***"Master Contract"***) with Trotter and Associates, Inc. (***"Consultant"***) to perform certain engineering services for the City as such services are needed over time; and

WHEREAS, the City desires to update the City's water system model, which includes addressing EPA compliance items, flow testing, recalibration, and review of future water system improvements (collectively, the ***"Services"***); and

WHEREAS, the City desires to enter into Task Order No. 3 under the Master Contract with Consultant for the procurement of the Services in the not-to-exceed amount of $169,700 (***"Task Order No. 3"***); and

WHEREAS, the City has sufficient funds in the Water Fund for the procurement of the Services from Consultant; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 3 with Consultant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF TASK ORDER NO. 3. The City Council hereby approves Task Order No. 3 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE TASK ORDER NO. 3. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Task Order No. 3.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2026.

APPROVED this _____ day of _____, 2026.

VOTE: AYES _____ NAYS _____ ABSENT _____

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
Peter M. Friedman, General Counsel

DP-Resolution Approving Task Order No 3 with Trotter for Water Study

ATTACHMENT A

TASK ORDER NO. 03

In accordance with Section 1.2 of the Master Contract dated January 1, 2026 between the City of Des Plaines (the "*City*") and Trotter & Associates, Inc. (the "*Consultant*"), the Parties agree to the following Task Order Number 03:

1. Contracted Services:

The 2026 Water System Master Plan is intended to provide a thorough understanding of the existing Water System, and evaluate the feasibility of various short- and long-term alternative operations. The Master Plan will also provide a Capital Improvements Plan for infrastructure replacement over various service lives (e.g. 20, 50, 75-year replacement programs) to determine required annual funding levels. The intent of the final document is to provide a roadmap for the City water system to prioritize improvements and identify necessary funding. The Plan will build upon the '2020 Water System Study Update', and update/expand to a full Water System Master Plan.

Section #1 – General Background

1.1. Review available documentation and historical records to understand and memorialize the water system expansion over time. This will include systems and utilities historically annexed into the City service area.

1.2. Document the existing total and usable storage and pumping capacity of each pump station and elevated towers in the system.

1.3. Document the historical water purchased through City of Chicago and Northwest Water Commission.

1.4. Identify the average daily demand, maximum day demand, and peak hourly demands from this historical data.

1.5. Summarize the City's goals, challenges, concepts, requirements and objectives.

Section #2 – Community Needs

2.1. Review water billing and metering data to estimate current population and water usage. Identify both residential and non-residential demands to determine current per-capita usage and PE for both customer classes.

2.2. Utilize the Chicago Metropolitan Agency for Planning (CMAP) and American Community Survey (ACS) to project growth within the service area over 5-, 10- and 20-year planning periods.

2.3. Utilize population and water projections to estimate water demands over the 20-year planning period. Utilize this data to estimate water requirements from NWC.

2.4. Evaluate the additional water demand of potential future service areas including other neighboring systems.

2.5. Summarize and document the projections and back-up information.

Section #3 – Distribution System Evaluation

3.1. Based on the historical records review of scope Item #1.1, assist the City with identifying any abandoned main, interconnections, or other deviations from current water system mapping.

3.1.1. This will aid in determining where and why existing utilities are run in the manner they are and can be utilized in determining which utilities are critical and which may be redundant.

3.1.2. This effort will utilize current GIS (Trimble/Cityworks) as well as water system atlases (CAD and/or paper) and available record drawings.

3.2. Update the hydraulic model of the City's water distribution system utilizing Bentley's WaterGEMS based on any modifications to current mapping identified above.

3.2.1. Update system demands within WaterGEMS based on the water billing/usage data identified in scope Item #2.1.

3.3. Provide an evaluation of the distribution system, including a review of water main age, size, material, and break history. Create exhibits depicting each of these criteria as well as tabular listing of these main by age/size/material.

3.4. Based on an inventory of distribution system assets (main by size, quantity of valves and hydrants), estimate the total value of the distribution system.

3.4.1. Estimate the anticipated replacement cost (including labor costs) of each inventory item to derive a total replacement value for the distribution system.

3.4.2. Based on the replacement value, determine annual funding levels necessary for replacement of the system over various periods (e.g. 20-year, 50-year, 75-year).

3.5. Review the most recently completed LMO-2 document as well as available water purchase, meter, and billing data to analyze current estimated non-revenue water (NRW). Gain concurrence with staff as to the accuracy of the NRW and estimate the financial impact of this component in order to prioritize improvements.

Section #4 - Supply, Storage and Treatment Evaluation

4.1. Perform on-site walk-through of the existing pump stations and water towers to identify capabilities, strengths, and limitations with the staff responsible for routine maintenance. Document existing conditions and deficiencies.

4.2. Document the current system operation, specifically as it pertains to pump sequencing at the Pump Stations and hydraulic bounce/altitude valve/pumping at tower sites.

4.3. Review and document remaining service life of existing infrastructure through a Condition Assessment table for major equipment. The table shall include the date of equipment installation, service life, projected replacement year, and replacement cost.

4.4. Identify through discussions with staff mechanical failures, hydraulic deficiencies, and operational issues. Document these issues within this Section #4.

4.5. Review the capacity of the pumping systems and storage (ground and elevated) as it relates to current and future water demands. Identify whether pumping or storage capacities would be exceeded in future demands scenarios.

Section #5 – Review and Analysis of Alternatives

5.1. Develop an optimal water conveyance layout based on current supply and demands throughout the system. This evaluation will be based on the updated hydraulic model and professional judgement to identify operating schemes and ideal water main sizing for long-term distribution system improvements.

5.1.1. The location and elevation of the existing water towers will be reviewed to determine whether future elevated storage would support the system better at different locations and/or elevations. Impacts to static pressures and fire flows will be reviewed if long-term modifications are recommended.

5.1.2. This analysis will identify recommended water main extensions, abandonments, interconnects, or upsizing to achieve optimal distribution.

5.2. Evaluate future water supply and distribution alternatives to determine necessary upgrades for each scenario. Hold a work session with City staff to discuss each alternative to determine a preferred path, and develop cost estimates and layouts for the selected alternatives. Scenarios identified are as follows:

5.2.1. Full supply of water from the Northwest Water Commission. This alternative would require the ability to effectively convey water from Central Road Pump Station to Maple Street Pump Station without localized high pressure.

- Evaluate available fire flows and static pressures of this scenario utilizing the updated WaterGEMS model.

5.2.2. Conveyance of up to 15 MGD from Maple Street Pump Station to Central Road Pump Station / NWC during emergency or maintenance operations, while maintaining the ability to supply 9 MGD, Des Plaines maximum day demand.

- This alternative will consider conveying water from the distribution system into Central Reservoir with pumping directly to NWC with Central Pump Station, or supplying directly from the system to NWC. Potential supply hydraulic grades/pressures will be determined for each.
- Evaluate remaining available fire flows and pressures of this scenario utilizing the current WaterGEMS model.

5.2.3. Evaluate the financial impact of transitioning from a customer of the Northwest Water Commission to a member. The annual financial impact will be determined based on current NWC/Chicago supply split, as well as full NWC supply.

5.2.4. Investigate the potential for water purchase from a local source. This desktop analysis will evaluate the most likely supply main, current water rates, and required capital improvements to make this option viable.

5.2.5. Evaluate the feasibility of conveyance of water to a a neighboring community. This review will identify a likely connection location, and the City's ability to convey 1.5-2.0 MGD to the community.

- Evaluate remaining available fire flows and pressures of this scenario utilizing the current WaterGEMS model.

5.3. In conjunction with City staff, develop a system-wide valve inspection and exercising program. Based on GIS, the system has a mixture of left-handed and right-handed valves, and based on hydraulic modeling it appears that a number of valves may be limited throughout the system. This could impact the City's ability to operate the system efficiently, as well as to evaluate and design future improvements.

5.3.1. The program shall identify staff necessary to complete the inspections and exercising, software to be utilized during field inspections, and costs associated with the program. Prepare a phasing plan to be completed over multiple years if funding dictates.

5.3.2. Seized valves or ones which cannot obtain the published number of turns by size/manufacturer would be incorporated into the CIP for priority replacement.

5.4. Evaluate alternatives for distribution system leak detection. Based on current non-revenue water estimates, reduction of system leaks may appreciably reduce water loss and expenses associated with City of Chicago and NWC water purchase.

5.4.1. Alternatives to be evaluated will include an acoustic survey program split into programmatic years, district metering areas (likely on large transmission main), temporary acoustic logger deployment, or a permanent acoustic monitoring network.

5.4.2. Evaluate manufacturers/contractors for temporary or permanent acoustic monitoring, including discussions with area communities that have utilized these technologies to gauge the likelihood of success.

5.4.3. Through a work session with City staff, select a preferred approach and develop a program including costs and timeline for incorporation into the CIP.

5.5. Evaluate the current water meter replacement program to determine whether any additional replacement may be necessary for incorporation into the CIP.

5.5.1. The Sensus iPERL meters typically have a service and battery life of approximately 20 years and Sensus OMNI meters typically have a service and battery life of approximately 10 years. Therefore, meters originally installed in +/- 2012 may be due for replacement in the 5-10 year period. In order to maintain metering accuracy and reduce non-revenue water, continuation of the meter replacement program should be incorporated into the CIP.

5.6. Through the use of work sessions, develop, evaluate and discuss these alternatives and programs to gain consensus with staff as to which merit further evaluation and/or incorporation into the CIP.

5.7. Incorporate the City's current lead service inventory and replacement plan. The 10-year replacement plan will be incorporated into the Capital Improvement Plan.

Section #6 – Summary and Capital Improvements Plan

6.1. Prepare a summarization of recommendations as outlined in the previous sections.

6.2. Develop an implementation schedule and Capital Improvement Plan that takes into consideration City funding timelines, design and construction schedules.

6.3. Review potential funding sources to support the capital plan including any eligible grants or loan programs.

2. Project Schedule (attach schedule if appropriate):

Overall Schedule:	Approximately Six (6) Months
Collection and Review of Data/Information:	Two (2) Months from Notice to Proceed
Evaluation of Water Infrastructure:	Three (3) Months from Notice to Proceed
Analysis of Alternatives:	Four (4) Months from Notice to Proceed
First Draft Report Submission:	Five (5) Months from Notice to Proceed
*Amended Report Based on City Comments:	One (1) Month after Draft Submission

3. Project Completion Date: March 31, 2027

All Contracted Services must be completed on or before: March 31, 2027.

4. Project Specific Pricing (if applicable):

$169,700.00

5. Additional Changes to the Master Contract (if applicable):

_____

_____

_____

_____.

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.

[SIGNATURE PAGE FOLLOWS]

CITY	**CONSULTANT**
_____	_____
Signature	Signature
Director of Public Works	Scott Trotter - President
And Engineering	Name (Printed or Typed)
_____, 20____	June 26, 2026
Date	Date

If compensation is greater than, $5,000, the City Manager's signature is required.

_____
Signature
City Manager

_____, 20____
Date

If compensation is greater than $25,000, then the City Council must approve the Task Order in advance and the City Manager's signature is required.

_____
Signature
City Manager

_____, 20____
Date

DES PLAINES
ILLINOIS

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5380
desplainesil.gov

MEMORANDUM

Date: July 9, 2026

To: Dorothy Wisniewski, City Manager

From: Ryan Johnson, Assistant Director of Community and Economic Development RJ
Jonathan Mendel, Assistant Director of Community and Economic Development
Maisie Westerfield, Associate Planner / CDBG Administrator MW

Subject: Adoption of the Program Year 2026 (PY 2026) Annual Action Plan

---

Issue: The City's Community Development Block Grant (CDBG) allocation for the 2026 Program Year (October 1, 2026 - September 30, 2027) is anticipated to be $286,952. This amount is determined by a formula calculated by the U.S. Department of Housing and Urban Development (HUD). Additionally, Des Plaines anticipates approximately $292,441 remaining from previous program years.

Analysis: The Annual Action Plan (AAP) serves as the City's budget and formal application to HUD for the use of CDBG funds. As in previous years, the City plans to use 100% of the grant allocation to assist low and moderate-income households and low and moderate-income areas. The available funding includes the amount allocated for the year ($286,952) and remaining funding rolled over from previous years ($292,442), which is expected to total $579,393. The following is the breakdown of the proposed fund distribution by program type: Housing Rehabilitation: $282,003; Public Facility and Infrastructure Improvements: $240,000; and Planning and Administration: $57,390.

These programs are planned to meet all HUD eligibility requirements and would be consistent with the objectives set forth in the City's 5-year PY 2025-2029 CDBG Comprehensive Plan. A full copy of the AAP is attached for review and it includes a detailed breakdown of all proposed projects. HUD requires a minimum 30-day public comment period and this period was noticed on the City website and in the local newspaper on June 10, and subsequently took place June 10 through July 13. Citizens were invited and encouraged to submit written comments during the public comment period. The draft AAP was readily available for public viewing on the City website and at City Hall, and a Public Hearing to discuss the plan took place at City Hall on June 25. Two proposals for funding were received during the public period, one for generators at Rimland Community Integrated Living (CILA) homes within the City, and one for North West Housing Partnership (NWHP) to continue administering the City's home rehabilitation programs. These proposals are incorporated into the attached AAP.

Recommendation: Staff recommends the City Council adopt the PY2026 Annual Action Plan. The plan must be submitted to HUD by August 15, 2026.

Resolution R-167-26
Exhibit A: PY2026 Annual Action Plan

CITY OF DES PLAINES

RESOLUTION R - 167 - 26

A RESOLUTION APPROVING THE CITY OF DES PLAINES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2026 ANNUAL ACTION PLAN.

WHEREAS, the City is a designated entitlement community under the Community Development Block Grant program (***"CDBG"***) administered by the United States Department of Housing and Urban Development (***"HUD"***) and is eligible to receive $286,952 in CDBG funds during the 2026 CDBG program year (***"CDBG Funds"***); and

WHEREAS, in accordance with certain requirements set forth in Title 24, Subtitle A, Part 91, of the Code of Federal Regulations, the City must obtain HUD approval of a "Consolidated Plan" every five years and an "Annual Action Plan" every year prior to the disbursement of CDBG Funds to the City by HUD; and

WHEREAS, among other requirements, the Consolidated Plan and Annual Action Plan must be developed in accordance with a "Citizen Participation Plan" that encourages low- and moderate-income persons to participate in the development of the Consolidated Plan and Annual Action Plan; and

WHEREAS, in accordance with applicable federal regulations and the City's Citizen Participation Plan, the City Department of Community and Economic Development has developed an Annual Action Plan for CDBG program year 2026 (***"2026 Action Plan"***); and

WHEREAS, notice was published on June 10, 2026 in the *Des Plaines Journal*, which: (i) invited public comment on the proposed 2026 Action Plan; and (ii) announced a public hearing to be held on June 25, 2026 on the proposed 2026 Action Plan; and

WHEREAS, during the public comment period beginning on June 10, 2026 and ending on July 13, 2026, the proposed 2026 Action Plan was available to the public at the offices of the Department of Community and Economic Development and on the City website; and

WHEREAS, on June 25, 2026, the City conducted a public hearing on the proposed 2026 Action Plan; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the 2026 Action Plan for submittal to HUD;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as the findings of the City Council.

SECTION 2: APPROVAL OF 2026 ACTION PLAN. The City Council hereby approves the 2026 Action Plan in the form attached to this Resolution as **Exhibit A**.

SECTION 3: AUTHORIZATION TO IMPLEMENT 2026 ACTION PLAN. The City Council hereby authorizes and directs the City Manager to take any and all action necessary to submit the 2026 Action Plan to HUD for approval and to implement the approved 2026 Action Plan upon receipt of CDBG Funds from HUD.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to the law.

PASSED this _____ day of _____, 2026.

APPROVED this _____ day of _____, 2026.

VOTE: AYES _____ NAYS _____ ABSENT _____

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
Peter M. Friedman, General Counsel

DP-Resolution Approving CDBG 2026 Annual Action Plan

DRAFT

City of Des Plaines
PY2026 CDBG Annual Action Plan



Prepared by the City of Des Plaines Department of Community and Economic Development (CED)

DRAFT AAP posted: June 10, 2026

Revised DRAFT AAP posted: June 23, 2026

City Council Consideration: July 20, 2026

TABLE OF CONTENTS

The Process **1**

AP-05 Executive Summary–91.200(c), 91.220(b) 1

PR-05 Lead & Responsible Agencies 4

AP-12 Participation-91.401, 91.105, 91.200(c) 12

Expected Resources **14**

AP-15 Expected Resources – 91.420(b), 91.220(c) (1,2) 14

Annual Goals and Objectives **15**

AP-20 Annual Goals and Objectives– 91.420, 91.220(c)(3) & (e) 15

AP-35 Projects – 91.420, 91.220(d) 17

AP-38 Project Summary 18

AP-50 Geographic Distribution – 91.420, 91.220(f) 22

AP-75 Barriers to affordable housing– 91.420, 91.220(j) 24

AP-85 Other Actions – 91.420, 91.220(k) 25

Program Specific Requirements **25**

AP-90 Program Specific Requirements – 91.420, 91.220(l) (1,2,4) 28

The Process

AP-05 Executive Summary–91.200(c), 91.220(b)

Introduction

The City of Des Plaines is classified as an entitlement community with a population of nearly 60,000 residents and receives an annual allocation of Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD).

The City expects to receive $286,952 in CDBG funding for Program Year (PY) 2026. This reflects a 9.2% decrease from the previous year's $316,052 grant. The City plans to reprogram $292,441 from previous program years in PY2026 as well. The annual CDBG budget is determined by HUD through a statutory dual formula that uses several objective measures of community needs that include: extent of poverty, population, housing overcrowding, age of housing, and population growth lag in respect to other metropolitan areas. The City will use 100% of the grant to assist low- and moderate-income households.

The City's Annual Action Plan (AAP) for PY2026 outlines programs and activities funded by the CDBG budget from October 1, 2026, to September 30, 2027, aligned with goals in the City's Consolidated Plan. HUD requires three key documents from CDBG recipients: the Consolidated Plan, the Annual Action Plan, and the CAPER (Consolidated Annual Performance and Evaluation Report). The Consolidated Plan, updated every five years, provides a community snapshot and long-term goals. The current Consolidated Plan began October 1, 2025, and will continue through September 30, 2030. The Annual Action Plan allows for yearly adjustments to meet goals or address new issues, with the CAPER reporting program results. The Annual Action Plan and CAPER must be submitted annually.

Although a member of the Cook County Consortium, the City will continue to receive a direct allocation of CDBG funds from HUD, and the strategies developed for the use of our CDBG funding are specific to the City of Des Plaines.

Summary of the Objectives and Outcomes Identified in the 5-year Consolidated Plan

The City of Des Plaines identified five community priorities in the Strategic Plan through a needs assessment and public participation:

1) Capital Improvements: Preserve Existing Housing Stock
2) Capital Improvements: Improve Public Facilities and Infrastructure
3) Public Services: Provide Financial Assistance for Non-Housing Programs/Services
4) Conduct Planning and Administration Activities

The City of Des Plaines' entitlement grant is limited; thus, not all programs will be funded with CDBG funding in a given Program Year. In the Consolidated Plan, the City of Des Plaines included programs that

do not receive funding to ensure that the priorities of the community are met through a variety of resources.

The Community Needs are listed by HUD codes and categories. Priorities are assigned as follows:

- High-Currently funded (with CDBG funds)
- Medium-Currently funded (with CDBG funds)
- Low-Reliant upon outside support and resources

Evaluation of Past Performance

The City of Des Plaines has been a recipient of the CDBG funds since 1974. Since the beginning of the program, the City has obtained several million dollars in CDBG funds to address housing and community development needs for low- and moderate-income residents. The City has effectively worked with HUD over the last 50 years of the program's existence and has consistently complied with all the federal requirements of the program.

Performance measurements have been developed for each program funded through CDBG. Every program has been assigned objectives, outcomes, and indicators. The three objectives are a suitable living environment, decent housing, and creating economic opportunities. The three outcome categories are availability/accessibility, affordability, and sustainability. Accomplishments for all programs are reported in HUD's Integrated Disbursement and Information System (IDIS). At the end of each Program Year, a CAPER is submitted to HUD and posted on the City's website, which identifies the accomplishments and level of progress in meeting the priorities and goals identified in the five-year Consolidated Plan for that respective year.

During PY2025, the City expects to utilize over $140,000 of funding for home rehabilitation projects, and just over $60,000 for planning and administrative costs.

Summary of Citizen Participation Process and Consultation Process

The City of Des Plaines PY2026 CDBG Annual Action Plan public comment period began on June 10, 2026, and ended on July 13, 2026. Notification of this period was published in the *Des Plaines Journal & Topics Newspaper* on June 10, 2026. The Draft Plan was made available on the City website and at City Hall on June 10, 2026. During this time, citizens were invited to submit written comments or recommendations to the City. During the consultation process, staff determined a variety of City infrastructure projects planned for calendar year 2027 that would be eligible for CDBG funding, and this would help the City utilize CDBG funds in a timely manner. A revised Draft AAP was posted on June 23, 2026.

The Public Hearing took place June 25, 2026 to allow the public to present any questions or comments about the Annual Action Plan. During the Hearing, Community and Economic Development staff provided a brief review of the CDBG Program and the purpose of the Annual Action Plan. The Annual Action Plan is planned for consideration by City Council on the Consent Agenda during their meeting on July 20, 2026.

Summary of Public Comments

Leading up to the public comment period, staff received a request from the non-profit entity Rimland to have generators installed at three of their community integrated living arrangement (CILA) homes. Rimland's letter is included as an attachment to this AAP. The City also received a proposal from North West Housing Partnership (NWHP) to continue to administer the City's Home Repair and Minor Home Repair programs as the City's Subrecipient. NWHP's letter is included as an attachment to this AAP.

The Public Hearing on June 25, 2026 was not attended by any members of the public and so there is no public comment to report from the hearing. Further public comment is welcome during the July 20, 2026 City Council meeting and will be included in the final AAP submission to HUD.

Summary of Comments/Views Not Accepted and the Reasons for Not Accepting Them

N/A

Summary

Rimland and North West Housing Partnership (NWHP) submitted proposals for funding and the proposals are attached as ***Appendix A*** to this AAP document.

PR-05 Lead & Responsible Agencies (91.200(b))

Agency/Entity Responsible for Preparing/Administering the Annual Action Plan

The following are the agencies/entities responsible for preparing the Annual Action Plan and those responsible for the administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	DES PLAINES, IL	Community and Economic Development
CDBG Administrator	DES PLAINES, IL	Community and Economic Development

Table 1 – Responsible Agencies

Narrative

The Community and Economic Development Department of the City of Des Plaines is responsible for the preparation of this Consolidated Plan and is the agency responsible for administering the City's CDBG programs.

Annual Action Plan Public Contact Information

City of Des Plaines
Community and Economic Development
1420 Miner Street
Des Plaines, IL 60016

Primary Contacts:
Ryan Johnson, Assistant Director of CED – Administration
847-391-5381 | rjohnson@desplainesil.gov

Jonathan Mendel, Assistant Director of CED – Planning / Zoning / Licensing
847-391-5307 | jmendel@desplainesil.gov

Maisie Westerfield, Associate Planner and CDBG Administrator
847-391-5346 | mwesterfield@desplainesil.gov

Secondary Contact:
Jeff Rogers, AICP – Director of CED

Tertiary Contact:
Dorothy Wisniewski, City Manager

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City consulted with individuals, residents, government departments, non-profit organizations, social service agencies, affordable housing providers, and others concerning the development of the Consolidated Plan. The City maintains constant contact with the public and assisted housing providers and governmental health, mental health, and service agencies. Additional consultation occurred after the results of the survey.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City maintains constant contact with the public and assisted housing providers and governmental health, mental health, and service agencies. In addition to requesting response through the community survey, separate consultation occurred with these entities after survey results were analyzed.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City partners with the Alliance to End Homelessness in Suburban Cook County, which is the Continuum of Care coordinator for suburban Cook County, to provide data and expertise regarding the needs of homeless persons and persons at risk of homelessness. In FY2024, the Alliance received $27,475,978 to address the needs of unhoused persons within its area.

The City coordinates with the Alliance's goals and efforts and needs to address the homeless population. Our shared goals focus on the following areas:

- Expanding housing support access so every eligible household can receive assistance
- Making housing affordable for all income levels through the development of new units, and policies that support affordability
- Implementing prevention strategies to stop people from entering homelessness

The City also works closely with local non-profits who receive funds from the Alliance, including WINGS, Northwest Compass, and the Center of Concern. Each year, the City accepts applications from a number of social service agencies, including those focused on serving the unhoused, to support their efforts in serving the homeless populations within the City. Finally, the Department of Community and Economic Development works with City departments such as the Department of Human Services and the Police Department to implement its programming that addresses homeless.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City does not receive Emergency Solutions Grant funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	DES PLAINES
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email notice of an online community survey and follow up consultation email
2	**Agency/Group/Organization**	Northwest Compass
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email notice of an online community survey and follow up consultation email
3	**Agency/Group/Organization**	ALLIANCE TO END HOMELESSNESS IN SUBURBAN COOK COUNTY
	Agency/Group/Organization Type	Other government - County Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email notice of an online community survey and follow up consultation email
4	**Agency/Group/Organization**	NORTH WEST HOUSING PARTNERSHIP
	Agency/Group/Organization Type	Housing Services - Housing Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email notice of an online community survey and follow up consultation email
5	**Agency/Group/Organization**	WINGS
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email notice of an online community survey and follow up consultation email
6	**Agency/Group/Organization**	Cook County Department of Planning and Development
	Agency/Group/Organization Type	Other government - State
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email notice of an online community survey and follow up consultation email
7	**Agency/Group/Organization**	THE HARBOUR, INC.
	Agency/Group/Organization Type	Services-Children Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email notice of an online community survey and follow up consultation email

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agencies or agency types that were intentionally not consulted. Staff individually consulted with a wide array of agency types to ensure all were considered.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Alliance to End Homelessness in Suburban Cook County	The data and information regarding homeless needs, shelter facilities and services were used in developing the goals of our Strategic Plan.
ON TO 2050	Chicago Metropolitan Agency for Planning (CMAP)	The ON TO 2050 Plan addresses regional issues in the Chicago area such as linking residents to jobs, encouraging economic development, creating a less auto-dependent County, increasing affordable housing opportunities, maintaining the existing housing stock, increasing job opportunities, and supporting safety net programs, which are also addressed in Des Plaines Consolidated Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Planning For Progress	Cook County	As the lead agency for the Cook County HOME Consortium, Cook County's Department of Planning and Development developed Planning for Progress which outlined five key priority objectives, all of which are also important to Des Plaines. Among these goals are housing services, including promoting affordability and maintaining the existing housing stock, which the City intends to address with CDBG funds.
Comprehensive Plan	Des Plaines	The Comprehensive Plan contains a sections regarding addressing affordability and maintaining existing housing stock, as well as encouraging aging in place and accessibility for residents.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

Narrative

Below is a complete list of agencies, groups or organizations invited to participate in the Consolidated Plan community survey and provided a follow-up consultation invitation. No additional responses were provided by these agencies during the consultation process:

Alliance for Immigrant Neighbors, Alliance to End Homelessness in Suburban Cook County, Arlington Heights School District #214, Avenue to Independence, Bessie's Table-FUMC, Catholic Charities, Chicago Methodist Senior Services, Chicago Metropolitan Agency for Planning, Children's Advocacy Center of North and Northwest Cook County, Clean-Up-Give Back, Community Consolidated School District #59, Community Consolidated School District #62, Connections for the Homeless, Inc., Cook County Bureau of Economic Development, Cook County Department of Planning and Development, Cook County Department of Public Health – HIV Surveillance, Dental Lifeline, Des Plaines Chamber of Commerce, Des Plaines Community Foundation, Des Plaines Park District, Elk Grove Township, Feed My Sheep Des Plaines, Inc., Fellowship Housing Corporation, Fish of Park Ridge - Volunteer Transportation, Frisbie Senior Center, Health and Human Services, City of Des Plaines, Home of the Sparrow Inc., Housing Authority of Cook County, Housing Opportunity Development Corporation, Illinois Guardianship and Advocacy Commission – Office of State Guardian, Illinois Health Department – IL Lead Program, Journeys-The Road Home, KAN-WIN, Kenneth Young, Kids Above All, Life Span, Little City Foundation, Maine -Niles Association of Special Recreation, Maine Township, Maine West High School District 207, Maryville Academy, Metropolitan Family Services, Mount Prospect Park District, NAMI Northwest

Suburban, National Alliance on Mental Illness-(CCNS), North & Northwest Taskforce for Supportive Housing for the Mentally Ill, North Shore Senior Center, North West Housing Partnership, Northwest Center Against Sexual Assault (Northwest CASA), Northwest Compass Inc., Northwest Municipal Conference, Oakton Community College #535, Open Communities, PADS: The Journey Home, Rebuilding Together - Suburban Cook County, Resources for Community Living, Search Inc., Self Help Pantry of Des Plaines, Shelter, Inc., The Bridge Youth & Family Services, The Center for Enriched Living, The Center of Concern, The Harbour, Inc., The Josselyn Center, The Salvation Army: Des Plaines, The Volunteer Center, Trinity Lutheran Church: Five Loaves and Two Fish Ministry, United Way North-Northwest, Wheeling Township, Willows Academy, WINGS Inc.

AP-12 Participation-91.401, 91.105, 91.200(c)

Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Des Plaines' CDBG Citizen Participation Plan (CPP) outlines the procedures the City will follow to solicit public participation in CDBG planning. A full copy of the CPP was part of the PY2025-29 Consolidated Plan and is available upon request from the City.

This Annual Action Plan (AAP) was published in draft form and made available to the public via the City's website: desplainesil.gov/cdbg and in hard copy at the Community and Economic Development department at City Hall on June 10, 2026.

The City of Des Plaines PY2026 CDBG AAP public comment period began on June 10, 2026 and ended on July 13, 2026. Notification of this period was published in the *Des Plaines Journal & Topics* newspaper and posted on the City's website on June 10, 2026. During this time, citizens were invited to submit written comments or recommendations to the City.

A Public Hearing took place on June 25, 2026 to allow the public to present any questions or comments about the Annual Action Plan. Community and Economic Development staff gave a brief review of the CDBG Program and the purpose of the Annual Action Plan. Adoption of the final Annual Action Plan is scheduled for consideration at the July 20, 2026 City Council meeting.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Not targeted/ broad community	A Public Hearing was held at City Hall on June 25, 2026	Refer to Appendix B for minutes including public comment. Public comment surrounded questions of how fair and affordable housing policy will be influenced by CDBG.	N/A	
2	Internet outreach	Not targeted/ broad community	Notice concerning the availability of CDBG funding, the Public Hearing, and the 30-day Draft Annual Action Plan was posted on the City's website on June 10, 2026. The Draft Plan was posted on the website on June 10, 2026., and the draft revision was posted on the website on June 23, 2026.	This section to be added after public hearing.	N/A	www.desplainesil.gov/cdbg
3	Newspaper Ad	Not targeted/ broad community	On June 10, 2026, the City published a legal notice in the Journal and Topics newspaper concerning the Public Hearing and the location of the 30-day Draft Annual Action Plan on the City's website.	No comments	N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.420(b), 91.220(c) (1,2)

Introduction

The resources tallied in the table below are up to date as of the draft of this plan.

Anticipated Resources

Program	Source	Uses of Funds	Expected Amount Available in Program Year				Remainder of Con Plan
			Annual Allocation	Program Income	Prior Years' Resources	Total	
CDBG	Federal, HUD	Housing, Public Infrastructure, Public Facilities, Public Service Planning and Admin	286,952	N/A	292,441	579,393	900,000 (based on an estimate of $300,000 per year with 3 years remaining)

Table 1 – Anticipated Resources-Priority Table

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied

The City of Des Plaines does not anticipate using federal funds with a matching requirement, and the CDBG entitlement grant does not have a matching requirement.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

As stated in the PY2025-2029 Consolidated Plan, CDBG may support capital projects that benefit LMI residents or neighborhoods, including infrastructure, park facilities, lighting, and landscaping. Most of these needs are met with non-federal sources, but CDBG will be used for back-up projects if unspent funds accumulate. Potential projects include improvements to streets, alleys, sewers, and other infrastructure.

Discussion

The City of Des Plaines anticipates an allocation of $286,952 in CDBG funds for PY2026. It is estimated that there will be approximately $292,441 of CDBG funding available from previous allocations for reprogramming. Total funding at the beginning of PY 2026 is anticipated to be approximately $579,393.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives– 91.420, 91.220(c)(3) & (e)

PY2024 Goals Summary Information

	Goal Name	Start / End Year	Category	Funding	Goal Outcome Indicator
1	**Capital Improvements: Preserve Existing Housing Stock**	2026	Affordable Housing	$282,003	Homeowner Housing Rehabilitated- Household Housing Units. CILA Home Projects in Single Family Housing. Number of Household Housing Units (15)
2	**Capital Improvements: Improve Public Facilities and Infrastructure**	2026	Non-Housing Community development	$240,000	Public Facility Activities other than Low- and Moderate-Income Housing Benefit City of Des Plaines Street, Sidewalk, or other public infrastructure project. Number of Residents (200)
3	**Planning and Administration: Conduct Planning and Administration Activities**	2026	Planning and Administration	$57,390	

Table 2 – Goals Summary

Goal Descriptions

During PY2026, the City will focus on the following Goals from the Consolidated Plan. The Program Year will not include funding for Public Facilities, instead focusing on Capital Improvement projects and Home Repair projects.

Capital Improvements: Preserve Existing Housing Stock

Des Plaines will use CDBG funds to assist low-income residents to reduce their housing cost burden by providing counseling, home repairs, and home modifications. City CDBG staff would like to provide affordable, accessible, sustainable housing for our growing elderly low- and moderate-income population. City CDBG staff will partner with the City's Human Services Division, the Community and Economic Development Department, and our sub-recipient agencies to reassess the need for modified and new housing-related programming in future years as we prepare our annual action plans.

The City is also planning a program to preserve the single-family housing stock that functions as homes for Community Integrated Living Arrangements (CILA) for adults with disabilities, which is a presumed-benefit group in CDBG. The City would make funding available for electric generators at three local Rimland CILAs, and Rimland would enter a Subrecipient Agreement with the City.

Capital Improvements: Improve Public Facilities and Public Infrastructure

Des Plaines will use CDBG to improve streets, alleys, sewers, and other infrastructure improvements in low- and moderate-income neighborhoods. City CDBG staff will partner with the Department of Public Works and Engineering (PWE), as well as other potential city agencies, to assess new future project viability in low- and moderate-income neighborhoods as we prepare future annual action plans.

Planning and Administration: Conduct Planning and Administration

Des Plaines will use 20% of its CDBG funds to conduct, administer, and plan its programming. Prepare the five-year Consolidated Plan, the one-year Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER) and administer the CDBG program daily.

AP-35 Projects – 91.420, 91.220(d)

Introduction

The City has found that many of the following projects, introduced via previous Consolidated Plans, still serve an unmet need in our low- and moderate-income communities, and should be continued with the start of our CDBG 2024 Program Year on October 1, 2026. In addition, the 2025-29 Consolidated Plan has identified new areas of need that CDBG funds can be used to address. The City will be pursuing relationships with current sub-recipients to implement programs that address the needs of the Consolidated Plan.

Projects

#	Project Name
1	North West Housing Partnership: Home Repair
2	North West Housing Partnership: Minor Repair
3	City of Des Plaines, CED: Priority Life Safety Home Repair Program
4	City of Des Plaines, CED & PWE: Streets, Sidewalk, and Infrastructure Program
5	Rimland CILA Homes: Generator Installation
6	City of Des Plaines, CED: Planning and Administration

Table 20 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City has opted to prioritize the use of CDBG funds for housing rehabilitation. This is based on the information collected during the Consolidated Plan needs assessment, including the review of Census and HUD-provided data, input received through the citizen participation and consultation process, and a review of past performance. The allocation priorities are also based on the availability of local funding to address other community development needs, including support of social service agencies, public facility and infrastructure projects, and economic development. By focusing the CDBG funds on housing rehabilitation, the City feels it can make the most efficient use of the limited funding available.
In PY2025, funding was allocated to the housing rehabilitation programs that was not expended prior to this Consolidated Plan. The remaining funding will be used for these activities.

Funding for Rimland CILAs serves “presumed benefit” community of adults with disabilities and also protects existing housing stock within the community.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Northwest Housing Partnership Home Repair
	Target Area	Des Plaines - Citywide
	Goals Supported	Capital Improvements: Preserve Exst. Housing Stock
	Needs Addressed	Ensure Housing is Affordable, Acces. & Sustainable
	Funding	CDBG: $202,003.00
	Description	The City provides single-family homeowner residences with 0% interest, deferred, forgivable loans to correct code violations, and perform large-scale home repairs. Low- and moderate-income homeowners are eligible for 100% of repair costs up to $24,000. Loans are forgiven after 10 years. A lead inspection is carried out before the performance of any work and is included in this budget as part of the delivery cost. HUD requires all homes receiving federal funds for housing rehabilitation assistance to undergo a lead paint inspection and risk assessment. Properties that are determined to have significant lead-based paint hazards may also be required to undergo a clearance inspection following completion of the rehabilitation work. Following the completion of the rehabilitation work, a lien is placed on the property for the total cost of the work. If the homeowner does not transfer the title to the home within ten (10) years of obtaining the loan, the lien lapses. No interest charged.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	8 housing units estimated to be rehabilitated for low/moderate income Des Plaines residents.
	Location Description	City-wide
	Planned Activities	
2	**Project Name**	Northwest Housing Partnership Minor Repair
	Target Area	Des Plaines - Citywide
	Goals Supported	Capital Improvements: Preserve Exst. Housing Stock
	Needs Addressed	Ensure Housing is Affordable, Acces. & Sustainable
	Funding	CDBG: $20,000.00

	Description	The Minor Repair Program offers low- and moderate-Income households up to $8,000 to address minor repair issues in the home that do not cause immediate public safety concerns and therefore would not qualify for the Emergency Repair Program. Also, this program will be marked towards the Low- and Moderate-income elderly population as well as Low- and Moderate-Income disabled populations of Des Plaines to perform accessibility modifications in these households to support aging in place. Following the completion of the rehabilitation work, a lien is placed on the property for the total cost of the work. If the homeowner does not transfer the title to the home within three (3) years of obtaining the loan, the lien lapses. No interest charged.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	2 housing units estimated to be rehabilitated for low/moderate income Des Plaines residents.
	Location Description	City-wide
	Planned Activities	
3	**Project Name**	Priority Life Safety Home Repair Program
	Target Area	Des Plaines - Citywide
	Goals Supported	Capital Improvements: Preserve Exst. Housing Stock
	Needs Addressed	Ensure Housing is Affordable, Acces. & Sustainable
	Funding	CDBG: $20,000.00
	Description	The Priority Life Safety Home Repair Program (PLS) will provide small grants of up to $5,000 to income-eligible homeowners for urgent repairs related to furnaces, boilers, water heaters, minor window and door repairs, or other critical health and safety needs. Over the next five years, the City aims to rehabilitate 10 homes through this program. Assistance will be provided in the form of a grant with no repayment required.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	2 housing units estimated to be rehabilitated for low/moderate income Des Plaines residents.

	Location Description	Citywide
	Planned Activities	
4	**Project Name**	Public Facility Improvement Project - City of Des Plaines: Streets, Sidewalk, and Infrastructure Program
	Target Area	Low- and moderate-income areas throughout Des Plaines
	Goals Supported	Capital Improvements: Improve Public Facilities and Public Infrastructure
	Needs Addressed	Public Facilities in a low- and moderate-income area (LMA)
	Funding	$240,000
	Description	The City will use $240,000 of CDBG to make improvements to infrastructure or a public facility that primarily benefits an identified low- and moderate-income service area or provides benefits to a low- and moderate-income clientele. This can be street resurfacing, street reconstruction, sidewalk replacement, and other infrastructure improvements.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	To be determined based on the project selected for funding. Projects will most likely be located in CDBG-eligible low- to moderate-income areas (LMA)
	Location Description	Public Facilities / Infrastructure (03Z)
	Planned Activities	Street and / or infrastructure projects
5	**Project Name**	Rimland CILA Home Generator Installation
	Target Area	Des Plaines - Citywide
	Goals Supported	Capital Improvements: Preserve Exst. Housing Stock. Public Facilities.
	Needs Addressed	Ensure Housing is Affordable, Acces. & Sustainable
	Funding	CDBG: $40,000.00

	Description	The City is also considering the addition of this program to preserve the single-family housing stock that functions as homes for Community Integrated Living Arrangements (CILA) for adults with disabilities, which is a presumed-benefit group in CDBG. The City would make funding available for electric generators at three local Rimland CILAs, and Rimland would enter a Subrecipient Agreement with the City. The generators would provide important continuity in electric service for residents that require devices to be powered at all times.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	3 housing units to be improved for low to moderate income clientele (LMC) Des Plaines residents residing in CILA homes.
	Location Description	City-wide
	Planned Activities	Electric Generator Installation
6	**Project Name**	CDBG Planning and Administration
	Target Area	Des Plaines - Citywide
	Goals Supported	Conduct Planning and Administration Activities
	Needs Addressed	Provide Planning and Administration
	Funding	CDBG: $57,390
	Description	Max. 20% of the CDBG annual allocation is used by the City to fund the administration of the whole program.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	NA
	Location Description	City-wide
	Planned Activities	

AP-50 Geographic Distribution – 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.

The City's main priority for the program year will be to address the condition of the housing stock for low-income residents throughout the City. The City will base these investments on the income of the assisted household and will not provide a priority or preference based on the location of the house.

Geographic Distribution

Target Area	Percentage of Funds
Low to Moderate Income Census Block Groups	
Des Plaines - Citywide	100

Table - Geographic Distribution

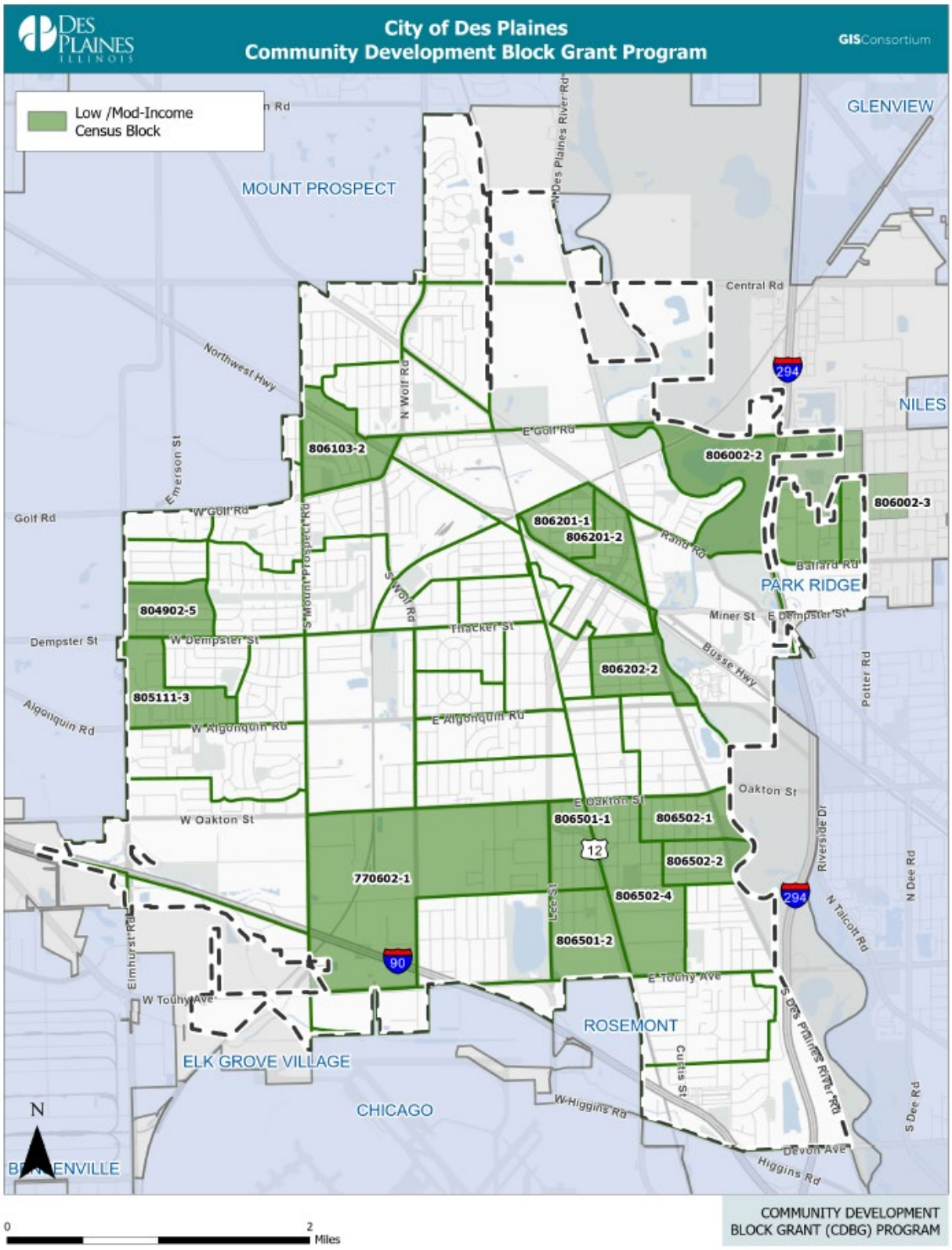
Rationale for the priorities for allocating investments geographically

The City does not use geography as a basis for allocating CDBG funds. The City will assist homeowners based on income on a first-come, first-served basis as they apply and qualify for the program.

Discussion

Specific project locations will be identified during the program year for the home repair programs.

City of Des Plaines Low- and Mod Income Census Block Groups:



AP-75 Barriers to Affordable Housing– 91.420, 91.220(j)

Introduction

Compared to neighboring communities, and much of the metropolitan region, Des Plaines boasts a reasonable supply of relatively affordable housing. However, there are realities and policies in place in Des Plaines that may potentially be an impediment to affordable housing, including inflationary pressure and cost of land.

Actions planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees, growth limitations, and policies affecting the return on residential investment

The City of Des Plaines is a member of the Cook County HOME Consortium. This increases Cook County's HOME allocation by figuring Des Plaines' population into the formula and allows the County to invest HOME funds in Des Plaines to increase the affordable housing stock. The City of Des Plaines also regularly reviews its land use controls, tax policies affecting land, zoning ordinance, building codes, fees, growth limitations, and policies affecting residential return on investment.

Many of the nonprofit agencies in the City also work to remove barriers to affordable housing by providing financial assistance, housing counseling, and information on other housing-related issues.

Discussion

The City staff will continue to monitor and evaluate barriers to affordable housing in Des Plaines.

AP-85 Other Actions – 91.420, 91.220(k)

Introduction

The following are actions that will be undertaken by the City of Des Plaines to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based hazards, reduce the number of poverty-level families, develop institutional structure, and enhance the coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to addressing underserved needs is insufficient funding. The City anticipates it may receive approximately $1.5 million in funding during this 5-year CDBG Consolidated Plan cycle, however affordable housing and community development needs are significantly higher. An obstacle to meeting underserved needs is the limited amount of developable land, rental units, and affordable housing for low- and moderate-income residents. The City's CDBG Home Repair Program, Minor Home Program, and Priority Life Safety Home Repair Program alleviate some of the obstacles to affordable housing by providing financial assistance to eligible low- and moderate-income residents of Des Plaines to rehabilitate and fix their homes.

Another obstacle to the delivery of services is the identification of populations and individuals who might be in need and eligible for assistance. The City's Human Services Department will continue to provide information to residents and businesses to ensure the population is aware of all services available by the City, other units of government, and social service organizations.

Actions planned to foster and maintain affordable housing

During the program year, the City will take the following actions to foster and maintain affordable housing, to remove barriers to affordable housing, and to encourage housing improvements and resident initiatives:

- Home Repair Program
- Minor Repair Program
- Priority Life Safety Home Repair Program
- Community and Economic Development staff will continue to research and investigate alternative sources of funding to replace dwindling State and Federal funds for housing assistance and other affordable housing programs
- The City will continue to promote and enforce the goals and policies from the Comprehensive Plan relating to preserving the existing housing stock, encouraging a wide variety of housing types within the City, utilizing good housing redevelopment concepts, maintaining a good housing balance, preventing housing deterioration, and providing housing for the young, single

and elderly

- Code enforcement staff will continue to uncover unsafe and unsanitary conditions. The Home Repair Program, Minor Repair Program, and Emergency Repair Program will be available to income-eligible households to improve their properties
- The Community and Development Department and Human Services staff will work throughout the community to improve housing and living environments

Actions planned to reduce lead-based paint hazards

The City is aware of the health risks, especially to children, that exist in its older homes due to the presence of lead-based paint. The City and North West Housing Partnership (who is the sub-recipient for the Home Repair Program and Minor Repair Program), comply with HUD's lead-based paint regulations concerning housing programs. The required notifications, lead-hazard testing, and lead-hazard treatment protocols are followed.

Actions planned to reduce the number of poverty-level families

The City will continue to coordinate efforts and assist households with income below the poverty line with other agencies providing services to this population. The City will provide CDBG funding for programs that assist poverty-level families. The public services partially funded by the City of Des Plaines CDBG will reduce the number of poverty-level families by providing counseling, financial support, and referral services to families in need.

Actions planned to develop institutional structure

A key benefit of joining the Cook County HOME Consortium is strengthening institutional cooperation between the County and the City of Des Plaines.

Actions planned to enhance coordination between public and private housing and social service agencies

During the program year, the City will enhance coordination between public and private housing and social service agencies through the Citizen Participation Plan that encourages all interested parties to share in the planning Annual Action Plan process. The City will continue to work with nonprofit service providers, other private institutions, public housing and assisted housing providers, and community organizations to discuss community needs and opportunities.

Discussion

The City recognizes that enhancing the institutional structure provides efficiencies in service that benefit its residents. The various departments of the City will seek to maximize coordination with public and

private housing and service providers to meet the needs of the community.

The City of Des Plaines has the primary responsibility of monitoring activities under the City's Annual Action Plan. The Community Development staff will maintain records on the progress toward meeting the goals of the Annual Action Plan and compliance with statutory and regulatory requirements. Annual accomplishments will be compared to annual goals and will be reported in the PY2026 Consolidated Annual Performance and Evaluation Report.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.420, 91.220(l)(1,2,4)

Introduction: Introduction

CDBG staff is responsible for ensuring compliance with all program-specific requirements, as well as for program monitoring and reporting. Also, the staff ensures that federal cross-cutting requirements, including the OMNI Circular, Davis-Bacon and Related Acts, Uniform Relocation Act, and Section 3, are met.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan	100.00%

Phone Hours: 8:30 a.m.-4 p.m. Mon.-Fri. | Deadline: Noon Monday prior to publication

5 WAYS TO SUBMIT YOUR CLASSIFIED ADS TO THE JOURNAL

1 Online: 'Submit Your News' form at journal-topics.com

3 Mail/Visit: 770 Lee Street, Des Plaines, IL 60016

4 Call us at 847-299-5511

5 Fax it to us at 847-298-8549

900/Legal Notice | 900/Legal Notice | 900/Legal Notice

VILLAGE OF ROSEMONT
ZONING BOARD OF APPEALS
NOTICE OF PUBLIC HEARING

by given that the Zoning Board of Appeals of the Village of Rosemont, old a public hearing on Tuesday, July 7, 2026 at 3:00 o'clock p.m. in the meeting room, 1st floor Village Meeting room, 9501 Technology Blvd. linois 60018 on the application of Macerich, Fashion Outlets of Chicago, 20 Fashion Outlets Way, Rosemont, IL 60018 for a variance from the semont's sign ordinance to allow the construction and operation of the ng signs as depicted in the sign package prepared by ArtHouse Design , 2026 and submitted to the Zoning Board of Appeals.

persons will be given an opportunity to speak at the Public Hearing. In ctions, and other comments, if any, relating to the above-listed requests in writing and filed with the Village Clerk before the hearing in addition to verbally at the hearing. Documents relating to the requests are available the offices of the Village's Building Department, 9501 Technology Blvd., Rosemont, Illinois 60018, during regular business hours.

Dated this 4th day of June 2026
Zoning Board of Appeals
Village of Rosemont
Ronald Holtman, Chairman

al Notice | 900/Legal Notice | 900/Legal Notice

VILLAGE OF ROSEMONT
ZONING BOARD OF APPEALS
NOTICE OF PUBLIC HEARING

eby given that the Zoning Board of Appeals of the Village of Rosemont, old a public hearing on Tuesday, July 7, 2026 at 3:00 o'clock p.m. in the d meeting room, on the first floor of the Rosemont Municipal Building, logy Blvd. on the Village of Rosemont's request to repeal the Special Use a restaurant for the Sugar Factory location located at 5445 Park Place, llinois. 60018 (Subject Property). On or about March 16, 2026, the Sugar aurant failed to open for business and said business remains closed. By March 30, 2026, Sugar Factory LLC. notified Sugar Factory Rosemont license was terminated forfailuretoopen the Sugar Factory restaurant and the restaurant. The legal description which includes the Subject Property elow:

E ROSEMONT ENTERTAINMENT DISTRICT RESUBDIVISION OF LOT ESUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING T THEREOF RECORDED AUGUST, 17, 2021 AS DOGUMENTNUMBER , IN COOK COUNTY, ILLINOIS.

16-010-0000

l persons will be given an opportunity to speak at the Public Hearing. In ections and other comments, if any, relating to any of the above requests le in writing and filed with the Village Clerk before the hearing in addition red verbally at the hearing. Documents relating to the above identified re- vailable for review in the offices of the Village's Building Department, 9501 Blvd, suite 4000, Rosemont, Illinois, during regular business hours.

Dated this 1st day of June, 2026
Zoning Board of Appeals
Village of Rosemont
Ronald Holtman, Chairman

900/Legal Notice | 900/Legal Notice | 900/Legal Notice

CITY OF DES PLAINES, ILLINOIS

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Possible Draft Amendment to the Consolidated Program Years 2025-29 and the Draft Program Year 2026 Annual Action Plan

PUBLIC NOTICE

The City of Des Plaines invites citizens to comment on the draft Annual Action Plan for Program Year (PY) 2026 and possible draft amendment to the PY25-PY29 Consolidated Plan. Each year, the City is eligible to receive Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan provides a snapshot of the community's current conditions and establishes long-term objectives, strategies, and goals to alleviate the needs of Des Plaines' low and moderate-income population/areas and must be submitted every five (5) years. The Annual Action Plan allows the City to make annual adjustments to meet the goals of the Consolidated Plan or mitigate potential issues. The Annual Action Plan also serves as the City's budget and a formal application to HUD for CDBG funds.

CITIZEN QUESTIONS AND COMMENTS

Citizens are invited and encouraged to submit comments on the City's possible draft amendment to the Program Year (PY) 2025-2029 Consolidated Plan and the draft Program Year (PY) 2026 Annual Action Plan during the public comment period beginning Wednesday, June 10, 2026, and ending Monday, July 13, 2026. Complete copies of the possible draft amendment to the PY 2025-2029 Consolidated Plan and the draft PY 2026 Annual Action Plan will be available during the public comment period at www.desplainesil.gov/cdbg or by visiting the 5th floor of City Hall. Written comments may be submitted via email at zoning@desplainesil.gov or mailed to:

City of Des Plaines
Community and Economic Development
1420 Miner St., Des Plaines, IL 60016
Attention: CDBG Administrator

Citizens also have the opportunity to present comments at the public hearing described below. A summary of comments received will be included in the final plan submitted to HUD following the anticipated adoption at the City Council meeting on Monday, July 20, 2026.

PUBLIC HEARING

A public hearing on the proposed draft amendment to the PY 2025-2029 Consolidated Plan and the draft PY 2026 Annual Action Plan is currently scheduled to take place on:

Thursday, June 25, 2025
7:00 p.m.
Des Plaines Civic Center, Room 102
1420 Miner St., Des Plaines, IL 60016

The City of Des Plaines, in compliance with the Americans With Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the ADA Coordinator at 847-391-5486 to allow the City to make reasonable accommodations for these persons.

900/Legal Notice | 900/Legal Notice | 900/Legal Notice

PUBLIC HEARING NOTICE

Notice is hereby given that the Plan/Zoning Board of Appeals of the City of Prospect Heights, Cook County, Illinois, will conduct a Public Hearing on the 24nd day of July 2026 at 7pm, at the Prospect Heights City Hall, 8 North Elmhurst Road, Prospect Heights, Illinois, for consideration of a variation to allow a reduction in the required rear yard from 50' to 10' to construct a additional stall onto existing garage on the primary residence required by Section 5-6-2 E5 of the City of Prospect Heights Zoning Code on the property commonly known as 106 W. Ridge Ave., Prospect Heights, Illinois, in the City's R-1 Single Family Residential District.

Draft PY2026 AAP on City Website on June 10, 2026:

Emergency Repair Program +

Plans and Reports —

Five-Year Consolidated Plan

- PY2025-2029 Consolidated Plan and PY2025 Annual Action Plan (PDF, 5MB)

Annual Action Plan

The Annual Action Plan is a list of programs, projects and activities that the City plans to accomplish during this program year. Approved projects must be in-line with the approved Five-Year Consolidated Plan. The Annual Action Plan is updated each year.

The City of Des Plaines is conducting a Public Comment Period and Public Hearing in order to receive community input on the City's Draft CDBG Program Year (PY) 2026 Annual Action Plan (AAP). (PDF, 886KB) The Draft AAP including proposed uses for the 2026 Program Year, which runs from October 1, 2026 to September 30, 2027. The AAP is available for public comment from June 10 through July 13. A Public Hearing to discuss the Draft AAP will take place at Council Chambers in City Hall on Thursday June 25, 2026 at 7:00 p.m.

All interested parties are encouraged to submit written comments to the City no later than July 13, 2026. Questions can be directed to Ryan Johnson in the CED Department via email (rjohnson@desplainesil.gov) or by phone at: 847-391-5381. The Draft AAP is available to view in by clicking the document link below, while a physical version is available for review at the 5th floor of City Hall.

The Draft AAP will be on the City Council meeting agenda on July 20, 2026 for consideration.

NORTH WEST
HOUSING
PARTNERSHIP

1701 E. WOODFIELD ROAD, SUITE 203
SCHAUMBURG, ILLINOIS 60173
PHONE: 847.969.0561 | FAX: 847.969.0564 | WWW.NWHP.NET

7/2/2026

City Council
City of Des Plaines

Dear Members of the City Council

North West Housing Partnership (NWHP), a HUD-approved housing counseling agency, is pleased to continue serving as the administrator for the City of Des Plaines Home Repair Program (HRP) and Minor Repair Program (MRP). These programs provide critical financial assistance to cost-burdened homeowners, helping address essential repairs and code violations to ensure homes remain safe, functional, and habitable.

For Program Year 2025, NWHP respectfully requests funding in the amount of $202,003.00for the Home Repair Program, which will assist low- to moderate-income homeowners in the City of Des Plaines. Of this amount, $30,300.45 is requested for program delivery and administrative costs associated with overseeing repairs such as roofing, electrical, and plumbing work.

NWHP also requests $20,000.00 for the Minor Repair Program, which supports low- to moderate-income homeowners in addressing urgent needs such as HVAC and furnace repair or replacement. Of this amount, l $3,000.00 is requested for program administration and related expenditures.

Approval of this agreement will renew North West Housing Partnership's role as the administrator of both the Home Repair and Minor Repair Programs for the City of Des Plaines. NWHP is honored to continue providing these vital services to support the community and preserve the city's housing stock.

Thank you for your consideration.

Paula Bush
Paula Bush
Executive Director
North West Housing Partnership

RIMLAND
COLLABORATIVE CARE FOR INDIVIDUALS WITH AUTISM

Dear City of Des Plaines Representatives,

Thank you for the opportunity to share additional information regarding the need for generator funding at Rimland Services group homes.
Rimland Services is a nonprofit organization serving adults with intellectual and developmental disabilities, including individuals on the autism spectrum. Our group homes operate 24 hours a day and provide essential residential support to individuals who rely on consistent supervision, medical support, and a stable living environment to maintain their health, safety, and well-being.
A backup generator is a critical infrastructure need for our group homes. During power outages, residents are placed at increased risk due to the loss of essential services such as heating and cooling systems, refrigeration for medications and food, lighting, security systems, and communication equipment. Many residents depend on routine, structure, and environmental stability, and disruptions caused by extended power outages can lead to heightened anxiety, behavioral challenges, and medical concerns.
Generator installation would allow Rimland group homes to maintain continuity of care during emergencies, severe weather events, or utility failures. This is especially important given the increasing frequency of extreme weather conditions and power disruptions.
Reliable backup power ensures that residents can remain safely in their homes rather than requiring emergency relocation, which can be traumatic and costly.
Funding support for generators would directly strengthen Rimland's emergency preparedness and resilience, protecting vulnerable residents while also reducing strain on local emergency services. This investment aligns with community development and public safety goals by safeguarding affordable supportive housing, promoting stability for residents, and ensuring uninterrupted delivery of essential services.
We appreciate your consideration of this request and welcome the opportunity to provide additional details, cost estimates, or supporting documentation as needed.
Thank you for your time and continued collaboration.

Sincerely,

Pooja Kunwar
Finance Coordinator
Rimland Services

1101 East Gregory Street, Des Plaines, Illinois 60016
P 847.328.4090 I F 847.328.8364
www.rimland.org

DES PLAINES
ILLINOIS

PUBLIC WORKS AND ENGINEERING DEPARTMENT
1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847.391.5464
desplainesil.gov

MEMORANDUM

Date: July 13, 2026

To: Dorothy Wisniewski, City Manager

From: Tom Bueser, Assistant Director of Public Works

Cc: Timothy Watkins, Director of Public Works and Engineering

Subject: Award Bid – 678 Lee St. Core and Shell Restaurant Package

---

Issue: Bids for the 678 Lee Street building Core and Shell and Restaurant Package project were opened on July 1, 2026.

Analysis: The contract documents include a full interior building restoration of the existing 100-year-old Des Plaines Bank which consists of approximately 20,630 SF total over 3 occupiable levels. The restoration contract includes the following: new windows, basement waterproofing, new egress stairs, new roof and associated structure, interior restoration of historic plaster, and overall energy and baseline code compliance for MEP, structural, fire protection systems and life safety. The intent of these improvements is to provide a "warm vanilla shell" for the restaurant group to complete their potion of the build-out.

A total of three bids were received as shown in the table below:

Bidder	Bid Amount
Paul Borg Construction Company	$10,301,000
Harbour Contractors, Inc.	$10,373,700
41 North Contractors, LLC	$10,656,665

The bidding documents required bidders to provide successful completion of projects of similar type, quantity, and scope as well as complete an intent to bid form no later than 48 hours prior to the date and time of the bid opening. Paul Borg Construction Company submitted the lowest bid for this project in the amount of $10,301,000 and has received positive references for similar scope construction projects from Cook County, Catholic Charities of the Archdiocese of Chicago, University of Chicago Hospital, and the City of Chicago. Due to the complexity of the project and various unknown conditions, a contingency fund for environmental and general construction of 6.5% ($669,565) will be added to the total award cost.

Recommendation: We recommend award of the 678 Lee St. Core and Shell Restaurant Package project to Paul Borg Construction Company, 2007 S. Marshall Blvd., Chicago, IL, 60623 in the amount of $10,970,565. Funding for this expenditure will be from the Facilities Replacement Fund.

Attachments:
Resolution R-168 -26
Exhibit A – Paul Borg Construction Company Contract

CITY OF DES PLAINES

RESOLUTION R - 168 - 26

A RESOLUTION APPROVING AN AGREEMENT WITH PAUL BORG CONSTRUCTION COMPANY FOR 678 LEE STREET BUILDING RESTORATION.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City owns the property commonly known as 678 Lee Street, Des Plaines, Illinois, which is improved with a 100-year-old bank building (***"Building"***); and

WHEREAS, the City has appropriated sufficient funds in the Facilities Replacement Fund for the restoration of the Building in order to make it ready for further build out as a restaurant (***"Work"***); and

WHEREAS, pursuant to Chapter Ten of Title One of the City of Des Plaines City Code and the City purchasing policy, the City issued an invitation to bid for the Work; and

WHEREAS, the City received three bids, which were opened on July 1, 2026; and

WHEREAS, Paul Borg Construction Company (***"Contractor"***) submitted the lowest responsible bid for the performance of the Work in the not-to-exceed amount of $10,301,000; and

WHEREAS, the City desires to enter into an agreement with Contractor for the performance of the Work in the not-to-exceed amount of $10,301,000 (***"Agreement"***) plus a contingency fund of $669,565 ("Contingency Fund") for a total approved project cost of $10,970,565; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Contractor;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Agreement.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this _____ day of _____, 2026.

APPROVED this _____ day of _____, 2026.

VOTE: AYES _____ NAYS _____ ABSENT _____

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
Peter M. Friedman, General Counsel

DP-Resolution Approving Bid Award to P. Borg for 678 Lee Street Building Restoration

CITY OF DES PLAINES

CONTRACT FOR THE CONSTRUCTION OF 678 LEE STREET BUILDING CORE & SHELL RESTAURANT PACKAGE

CITY OF DES PLAINES

CONTRACT FOR THE CONSTRUCTION
OF
678 LEE STREET BUILDING CORE & SHELL
RESTAURANT PACKAGE

CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF
678 LEE STREET BUILDING CORE & SHELL
RESTAURANT PACKAGE

TABLE OF CONTENTS

		Page
ARTICLE I	**The Work**	1
1.1	Performance of the Work	1
1.2	Commencement and Completion Dates	2
1.3	Required Submittals	2
1.4	Review and Interpretation of Contract Provisions	3
1.5	Conditions at the Work Site; Record Drawings	3
1.6	Technical Ability to Perform	4
1.7	Financial Ability to Perform	4
1.8	Time	4
1.9	Safety at the Work Site	5
1.10	Cleanliness of the Work Site and Environs	5
1.11	Damage to the Work, the Work Site, and Other Property	5
1.12	Subcontractors and Suppliers	6
1.13	Simultaneous Work By Others	6
1.14	Occupancy Prior to Final Payment	6
1.15	Owner's Right to Terminate or Suspend Work for Convenience	6
ARTICLE II	**Changes And Delays**	7
2.1	Changes	7
2.2	Delays	7
ARTICLE III	**Contractor's Responsibility For Defective Work**	8
3.1	Inspection; Testing; Correction of Defects	8
3.2	Warranty of Work	8
3.3	Owner's Right to Correct	9
ARTICLE IV	**Financial Assurances**	9
4.1	Bonds	9
4.2	Insurance	9
4.3	Indemnification	10
ARTICLE V	**Payment**	10

5.1 Contract Price 10
5.2 Taxes and Benefits 10
5.3 Progress Payments 10
5.4 Final Acceptance and Final Payment 11
5.5 Liens 11
5.6 Deductions 12

ARTICLE VI Disputes And Remedies 13

6.1 Dispute Resolution Procedure 13
6.2 Contractor's Remedies 13
6.3 Owner's Remedies 13
6.4 Owner's Special Remedy for Delay 15
6.5 Terminations and Suspensions Deemed for Convenience 15

ARTICLE VII Legal Relationships And Requirements 15

7.1 Binding Effect 15
7.2 Relationship of the Parties 15
7.3 No Collusion/Prohibited Interests 15
7.4 Assignment 16
7.5 Confidential Information 16
7.6 No Waiver 16
7.7 No Third Party Beneficiaries 17
7.8 Notices 17
7.9 Governing Laws 17
7.10 Changes in Laws 18
7.11 Compliance with Laws 18
7.12 Compliance with Patents 19
7.13 Time 19
7.14 Severability 19
7.15 Entire Agreement 20
7.16 Amendments 20

Contractor's Certification

Attachment A: Supplemental Schedule of Contract Terms

Attachment B: 678 Lee Street Building Core & Shell Restaurant Package Project Manual

Attachment C: 678 Lee Street Building Core & Shell Restaurant Package Permit Approved as noted Drawings

Attachment D: Special Project Requirements

CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF
678 LEE STREET BUILDING CORE & SHELL
RESTAURANT PACKAGE

In consideration of the mutual promises set forth below, the City of Des Plaines, 1420 Miner Street / Northwest Highway, Des Plaines, Illinois 60016, an Illinois municipal corporation ("*Owner*"), and Paul Borg Construction Company, 2007 S. Marshall Blvd., Chicago, IL, 60623, a Construction Company ("*Contractor*"), make this Contract as of July, 21, 2026, (the "*Effective Date*") and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the "*Work*":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the 678 Lee Street Building Core & Shell Resuraunt Package project located at 678 Lee St., Des Plaines, IL 60016 both as defined in Attachment A, in accordance with the project manual specifications attached hereto as Attachment's B, the permit approved as noted drawings identified in the list attached hereto as Attachment's C, and the Special Project Requirements attached hereto as Attachment D.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing

sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the "*Commencement Date*" set forth on Attachment A and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "*Completion Date*" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "*Contract Time*."

1.3 Required Submittals

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("*Required Submittals*"). Such details must include, but are not limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor must provide three complete sets for each Required Submittal. All Required Submittals, except drawings, must be prepared on white 8-1/2" x 11". Two blueline prints and one sepia transparency of each drawing must be provided. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed

review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal will be for the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor is responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to

Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contract may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating al field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "*Contractor*" is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written

notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("*Change Order*"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days following receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to

Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("*Bonds*"). Contractor, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, must maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of it elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "*Contract Price*"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment A ("*Progress Payments*").

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("*Pay Request*"). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection ("*Notice of Completion*"). Contractor's Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("*Punch List Work*").

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("*Final Acceptance*").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such

title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the

obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's

rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.

4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as

the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "*Per Diem Administrative Charge*" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract is binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor will act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation.

If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents ands warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work must be held confidential by Contractor and may not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner may constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by

Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor may be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner must be addressed to, and delivered at, the following address:

	with a copy to:
City of Des Plaines	Elrod Friedeman LLP
1420 Miner Street	325 N LaSalle Street, Suite 450
Des Plaines, Illinois 60016	Chicago, Illinois 60654
Attention: Dorothy Wisniewski	Attention: Peter Friedman

Notices and communications to Contractor must be addressed to, and delivered at, the following address:

Paul Borg Construction Company
2007 S. Marshall Blvd.
Chicago, IL 60623

Attention: Kindle Filipowski

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor, and each subcontractor, must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; or and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act Certified Payroll. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "*Act*"), must submit certified payroll to the Illinois Department of Labor, in accordance with Section 5 of the Act.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work,

of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

7.14 Severability

The provisions of this Contract will be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract will be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

CITY OF DES PLAINES

By: _____

Name: Dorothy Wisniewski

Title: City Manager

Attest:

By: _____

Name: _____

Title: _____

Paul Borg Construction Company

By: Kindle Filipowski

Name: Kindle Filipowski

Title: President

Attest:

By: Treasurer

Name:

Title: Corporate Treasurer

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

CONTRACTOR'S CERTIFICATION

[contractor's executing officer], being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "*Patriot Act*") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: July 13th, 2026

Paul Borg Construction Company

By: Kindle Filipowski
Name: Kindle Filipowski
Title: President

Attest:
By: Trent D. Wolfinger
Name:
Title: Corporate Treasurer

Subscribed and Sworn to before me on 13th of July, 2026.

My Commission expires: 5-25-27

Evelyn Molinaro
Notary Public

(SEAL)

OFFICIAL SEAL
EVELYN M MOLINARO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 05/25/2027

00119451.2

CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
678 LEE STREET BUILDING CORE & SHELL
RESTAURANT PACKAGE

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

The City of Des Plaines is pursuing a full building restoration of the existing 100-year-old Des Plaines Bank, including exterior marble veneer structural stability, new windows, basement waterproofing, new egress stairs, new roof and associated structure, interior restoration of historic plaster, and overall energy and baseline code compliance for MEP, Structural, Fire Protection systems and life safety. The project consists of approximately 20,630 SF total over 3 occupiable levels. This project is intended to provide a "warm vanilla shell" for the restaurant build-out with project scope extending to stub outs for restaurant scope.

2. Work Site:

678 Lee Street

Des Plaines, IL 60016

3. Permits, Licenses, Approvals, and Authorizations:

Contractor must obtain all required governmental permits, licenses, all contractor and sub-contractor City of Des Plaines business licenses current, approvals, and authorizations, except:

☒ **[Identify permits, licenses, and approvals obtained, or to be obtained, by Owner]**

City of Des Plaines Building Permit; MWRD Permit

☐ No Exceptions

4. Commencement Date:

☒ Ten (10) days after execution of the Contract by Owner.

☐ _____ days after execution of the Contract by Owner.

☐ _____, 20____

5. Completion Date:

☒ Eight (8) months after receipt of Notice of Award, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. Insurance Coverage:

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability: $1,000,000 injury-per occurrence; $1,000,000 disease-per employee; $1,000,000 disease-policy limit

Such insurance must evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

(1) General Aggregate: $5,000,000. See Subsection F below regarding use of umbrella overage.

(2) Bodily Injury: $2,000,000 per person; $2,000,000 per occurrence

(3) Property Damage: $2,000,000 per occurrence and $5,000,000 aggregate.

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

"X", "C", and "U" exclusions must be deleted.

Railroad exclusions must be deleted if Work Site is within 50 feet of any railroad track.

All employees must be included as insured.

☒ D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against "all risks" of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

☐ E. Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with

a combined single limit for bodily injury and property damage of not less than $1,000,000.

F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above $2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

☐ G. Deductible. Each policy must have a deductible or self-insured retention of not more than $_____.

☒ H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

All Policies

The Additional Insured endorsement must identify Owner as follows:

The City of Des Plaines and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

☒ I. Other Parties as Additional Insureds. In addition to Owner, the following parties must be named as additional insured on the following policies:

Additional Insured	Policy or Policies
Pope Design Group	All

7. Contract Price:

SCHEDULE OF PRICES

☒ A. LUMP SUM CONTRACT

For providing, performing, and completing all Work per Schedule of Prices, the total Contract Price of (*write in numbers only*):

$ _____

Schedule of Prices

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE
1	**General Conditions/Project Management**	$1,507,729.00
2	**Demolition**	$322,300.00
3	**Concrete**	$137,150.00
4	**Site Structural**	$884,300.00
5	**General Trades**	$911,885.00
6	**Roofing**	$210,500.00
7	**Thermal & Moisture Protection**	$48,200.00
8	**Doors & Windows**	$117,800.00
9	**Conveying Systems**	$131,700.00
10	**Aluminum and Glazing**	$1,011,000.00
11	**Equipment**	$58,000.00
12	**Fire Protection**	$241,773.00
13	**Plumbing**	$655,600.00
14	**HVAC**	$2,760,777.00
15	**Electrical**	$1,085,572.00
16	**Utilities**	$147,405.00
17	**Other**	$59,309.00
	Grand Total	$10,301,000.00

TOTAL PRICE : $10,301,000.00

Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

ALTERNATE PRICING

Item	Add/Deduct
Alternate #1: Vertical Glass at Skylight	Deduct $40,000
Alternate #2: Specialty Interior Doors	Add $105,000

☐ FORCE ACCOUNT OPTION. All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2012, without limitation to "extra work." Contractor shall be paid in installments as provided in the Contract. Contractor must submit Pay Requests including itemized statements of the cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.

☐ B. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

TOTAL CONTRACT PRICE (*write in numbers only*):

$ _____

☐ C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

(1) For providing, performing, and completing all Work related to ***[insert description of lump sum work]***, the total sum of (*write in numbers only*):

$ _____

(2) For providing, performing, and completing all Work related to ***[insert description of unit price work]***, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

	Unit Price Item	Unit	Approximate Number of Units	Price Per Unit	Extension
1				$_____	$_____
2				$_____	$_____
3				$_____	$_____

TOTAL CONTRACT PRICE, being the sum of (1) plus the extension of (2) (*write in numbers only*):

$ _____

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

2. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

3. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

8. Progress Payments:

A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work will be determined as follows:

(1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

(2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on

the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. Per Diem Administrative Charge:

☒ $ 5,000.00

☐ No Charge

10. Standard Specifications:

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

☐ "State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)

☒ "Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

☒ "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

The Contract also includes Owner's City Code and Building Codes.

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

See Attachments for any special project requirements.

CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF
678 LEE STREET BUILDING CORE & SHELL
RESTAURANT PACKAGE

ATTACHMENT B

678 Lee Street PROJECT MANUAL

CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF
678 LEE STREET BUILDING CORE & SHELL
RESTAURANT PACKAGE

ATTACHMENT C

678 Lee Street PERMIT APPROVED as noted DRAWINGS

CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF
678 LEE STREET BUILDING CORE & SHELL
RESTAURANT PACKAGE

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

Performance Bond
Labor and Materials Bond
Responsible Bidders Ordinance

DES PLAINES
ILLINOIS

PUBLIC WORKS AND ENGINEERING DEPARTMENT
1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847.391.5464
desplainesil.gov

MEMORANDUM

Date: July 9, 2026

To: Dorothy Wisniewski, City Manager

From: Timothy Watkins, Director of Public Works TW

Subject: Approve Right-of-Way License Agreement with SummitIG, LLC

Issue: SummitIG, LLC, has requested a Public Right-of-Way License Agreement.

Analysis: Pursuant to Title 9, Chapter 5 titled "Construction of Utility Facilities on Public Property", SummitIG has requested that the City enter into a formal agreement for the installation of fiber network facilities in the City. The agreement provides specifications and conditions for installations, maintenance and repairs. It provides insurance coverage details as well as supplemental requirements and security funds.

Recommendation: We recommend approval of Right-of-Way License Agreement with SummitIG, LLC, 22365 Broderick Dr. Suite 250 Sterling, VA 20166.

Attachments:
Resolution R-174-26
Exhibit A – License Agreement
Exhibit B – Plan Sheets

CITY OF DES PLAINES

RESOLUTION R - 174 - 26

A RESOLUTION APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF DES PLAINES AND SUMMITIG, LLC FOR INSTALLATION OF FIBER OPTIC CABLE IN CITY RIGHTS-OF-WAY.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations and corporations, in any manner not prohibited by law or ordinance; and

WHEREAS, SummitIG, LLC, a Virginia limited liability company (***"SummitIG"***), is a telecommunications retailer under the Illinois Telecommunications Infrastructure Maintenance Fee Act and has been certified by the Illinois Commerce Commission as a Local Exchange Carrier, which authorizes it to install fiber optic telecommunications cables and appurtenant equipment (collectively, ***"Fiber"***) and provide Fiber-based internet service to customers in Illinois (***"Fiber Services"***); and

WHEREAS, SummitIG desires to install, operate, and maintain Fiber within the City's public rights-of-way in order to provide Fiber Services to locations within the City (collectively, ***"Installation"***); and

WHEREAS, the City maintains standards for construction of utility facilities within its public rights-of-way, which are set forth in Title 9, Article 5, titled "Construction of Utilities Facilities on Public Property", of the Des Plaines City Code (***"Right-of-Way Construction Regulations"***); and

WHEREAS, pursuant to Section 9-5-1.C of the Right-of-Way Construction Regulations, the City and SummitIG desire to enter into a license agreement (***"License Agreement"***) to allow SummitIG to install and maintain Fiber within the City's rights-of-way and provide Fiber Services locations within the City, subject to certain conditions and restrictions; and

WHEREAS, pursuant to the License Agreement, SummitIG will comply with the Right-of-Way Construction Regulations and certain supplemental requirements intended to enhance the efficient completion the large-scale Installation of Fiber, mitigate the effects of the Installation on City residents and business, protect existing infrastructure on, over, and within the City rights-of-way, and ensure minimum Fiber Service standards; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the License Agreement with SummitIG;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. That the recitals set forth herein above are incorporated herein by reference as the factual basis for this transaction.

SECTION 2: APPROVAL OF LICENSE AGREEMENT. The City Council hereby approves the License Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE LICENSE AGREEMENT. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the License Agreement.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this _____ day of _____, 2026.

APPROVED this _____ day of _____, 2026.

VOTE: AYES _____ NAYS _____ ABSENT _____

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
Peter M. Friedman, City Attorney

PUBLIC RIGHT-OF-WAY USE LICENSE AGREEMENT
BETWEEN THE CITY OF DES PLAINES AN SUMMITIG, LLC
FOR INSTALLATION OF FIBER-OPTIC COMMUNICATION FACILITIES

THIS AGREEMENT is entered into on _____, 2026, (***"Effective Date"***) by the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation (***"City"***) and **SUMMITIG, LLC,** a Virginia limited liability company (***"Licensee"***). City and Licensee may be referred to individually as a "Party," or collectively as the "Parties."

RECITAL

WHEREAS, the City owns and maintains the public rights-of-way identified and depicted in **Exhibit A** to this Agreement; and

WHEREAS, the City maintains standards for construction of utility facilities within its public rights-of-way, which are set forth in Title 9, Chapter 5, titled "Construction of Utility Facilities on Public Property", of the City Code of the City of Des Plaines (***"City Code"***), as the same may from time to time be amended (***"PROW Construction Regulations"***); and

WHEREAS, the Licensee has requested that the City enter into this Agreement to memorialize the Parties' respective rights and responsibilities with respect to the licensing, construction, installation, operation, maintenance, and replacement of fiber optic telecommunications cables and appurtenant equipment (collectively, the ***"Fiber Facilities"***) both underground and above ground where there are existing utility poles within portions of the City's public rights-of-way; and

WHEREAS, the Licensee, which has been certified by the Illinois Commerce Commission to provide facilities-based local and interexchange telecommunications services and resold local and interexchange telecommunications services within the State of Illinois, is not delivering, and does not intend to deliver, cable television services, but rather intends to provide fiber optic telecommunications services; and

WHEREAS, in consideration of, and subject to, the terms of this Agreement, the City is willing to allow the Licensee to construct, install, operate, maintain, and replace its Fiber Facilities within the City's public rights-of-way identified in **Exhibit A** (***"Approved PROW Locations"***); and

WHEREAS, the City has determined that it is useful to the City and its residents to grant a license to the Licensee as provided in this Agreement for the purpose of memorializing the Licensee's rights and obligations with regard to the installation, operation, maintenance, and repair of the Fiber Facilities in the Approved PROW Locations; and

WHEREAS, the Licensee is authorized to enter into and perform and assume all of its obligations under this Agreement;

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the Parties as set forth in this Agreement, the sufficiency and receipt of which are mutually acknowledged, the Parties agree as follows:

SECTION 1. RECITALS. The Recitals are incorporated into this Agreement as substantive terms of this Agreement.

SECTION 2. GRANT OF RIGHT-OF-WAY USE LICENSE. For and in consideration of the terms of this Agreement and compliance with all federal, State of Illinois, and City local laws and regulations, including, without limitation, the PROW Construction Regulations, as well as the Supplemental Requirements for Public Right-of-Way Fiber Installations ("***Supplemental Requirements***") attached to this Agreement as **Exhibit B**, the City hereby grants to the Licensee a non-exclusive revocable license (***"License"***) to construct, install, operate, maintain, repair, relocate, remove and replace (collectively, ***"Installation"***) the Fiber Facilities in the Approved PROW Locations. The License does not (i) convey any right, title, or interest of any kind (including any ownership or leasehold interest) in any City public rights-of-way, nor (ii) grant or convey any permission or right in the Licensee to provide telecommunication services of any kind within the City, but is a license only for the use and occupancy of the Approved PROW Locations for the limited purposes stated in this Agreement. The Licensee acknowledges the jurisdiction of the City to regulate its public rights-of-way and agrees to comply with the PROW Construction Regulations and the Supplemental Requirements.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access City public rights-of-way to undertake emergency maintenance or repair work as required under the circumstances. Unless otherwise directed or approved by the City, all emergency maintenance or repair work must comply with the requirements for emergency maintenance in the PROW Construction Regulations and the Supplemental Requirements.

SECTION 3. DESCRIPTION OF FIBER FACILITIES.

A. Facility Specifications. The Fiber Facilities for which the License is granted are composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Fiber Facilities are depicted in **Exhibit C** ("***Facility Specifications***").

B. Changes to Type or Scope of Facilities. The License is granted only for Fiber Facilities matching or substantially similar to the Facility Specifications and the Approved PROW Locations. If the Licensee desires to expand the Fiber Facilities into any additional locations or install Fiber Facilities substantially differing from those depicted in the Facility Specifications, then the Licensee must request, in advance and in writing, the approval of the City for that expansion or alternative or additional equipment; such approval not to be unreasonably withheld or delayed. The additions, alterations, or expansions must be documented in an addendum to this License Agreement approved by resolution of the City Council.

SECTION 4. CONSTRUCTION AND MAINTENANCE OF FIBER FACILITIES.

A. Construction Within and Use of Public-Rights-of-Way; Permits.

1. Construction Within and Use of Public Rights-of-Way. All construction within the City rights-of-way must comply with the PROW Construction Regulations, the Supplemental Requirements, and other applicable laws, ordinances, and regulations. The Licensee must not unnecessarily interfere with property of City and other authorized users of the Approved PROW Locations or any other public rights-of-way except with the advance, written permission of the City, which may be granted or withheld in the City's sole discretion, not to be unreasonably withheld, or in the case of an emergency. This Agreement does not authorize the Licensee to use, enter upon, or otherwise encroach on, any privately-owned

property except if within a City easement or compatible municipal utility easement identified within the list of Approved PROW Locations.

2. Permits. The Licensee must secure all required permits, including City permits, for the Installation of the Fiber Facilities prior to commencing Installation of the Fiber Facilities. The Licensee also must post a Security Fund with the City in the forms and amounts required by the PROW Construction Regulations and the Supplemental Requirements.

3. Fees. The Licensee is not required to pay any additional fees to the City under this Agreement, so long as: (a) the Licensee maintains a status as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act (35 ILCS 635/1 *et seq.*), and (b) the Licensee timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5-1 et seq.) to the State of Illinois. If at any time the Licensee does not have status as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act or the City no longer imposes a tax pursuant to the Simplified Municipal Telecommunications Tax Act, then the Licensee must pay all applicable and required City fees, taxes, and other compensation required by the City in exchange for the License to replace revenue previously generated by the Simplified Municipal Telecommunications Tax Act, such fees, taxes and other compensation to be set forth in an amendment to this Agreement.

B. Installation and Maintenance of Fiber Facilities.

1. The Licensee must maintain the Fiber Facilities in a good and safe condition at all times and in compliance at all times with applicable federal, State of Illinois, and City regulations, including, without limitation, the PROW Construction Regulations and the Supplemental Requirements.

2. The Licensee must complete construction of the Fiber Facilities at the Approved PROW Locations within **thirty-six** (**36) months**. At the Licensee's request, the City may consent to a reasonable extension, such consent not to be unreasonably or discriminatorily withheld, conditioned, or delayed. Failure to complete installation during this time period, or such longer time period agreed to by the Parties, is grounds for revocation of the License.

C. Property Restoration and Repairs.

1. Obligation to Restore and Repair. Licensee must restore all areas disturbed by the Licensee's Installation of the Fiber Facilities in full compliance with both the PROW Construction Regulations and this Agreement, including the Supplemental Requirements (***"Restoration"***).

2. Failure to Restore and Repair. If the Licensee fails to perform any required Restoration within the required time period, then the City may undertake the Restoration, at the Licensee's expense, using the City's own forces or third-party forces. The Licensee must reimburse the City for all reasonable costs and expenses actually incurred by the City related to the Restoration, including reasonable administrative costs, within 21 days after receipt of an invoice of those costs and expenses from the City. The invoice must include reasonable detail of the costs and expenses and must include receipts or other documents when available. If the Licensee fails to pay the City within the 21-day period, then the City may issue a notice to the Licensee that the City will (i) reimburse itself from the Security Fund and (ii) terminate this Agreement if payment is not received within fourteen (14) days after the date

of that notice. If the Licensee fails to pay the City within that fourteen (14) day period, then the City may immediately terminate this Agreement.

D. Duty to Provide Information. No more than once per twelve (12) month period, the City shall have the right to audit or otherwise inspect Licensee's network maps within Des Plaines to the extent reasonably necessary to confirm compliance with this Agreement, including proper payment of all fees under this Section 4. Within fifteen (15) days after receipt of a written request from the City, Licensee must furnish any information requested that is necessary, as determined by the City, for the City's management of the public right-of-way and reasonably related to the subject matter according to the terms of this Agreement or the Installation of the Fiber Facilities, the License, and any business activities related to the License or business operations of Licensee in the City. The City will make all reasonable efforts to ensure that proprietary and confidential information disclosed to the City pursuant to this provision shall be asserted as confidential and not publicly disclosed without an order of a court of competent jurisdiction or the Public Access Counselor of the State of Illinois.

E. Right to Relocate. Within ninety (90) days following written notice from the City, the Licensee must, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any Fiber Facilities within the rights-of-way whenever the City determines that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance or installation of any City improvement in or upon, or the operations of the City in or upon, the rights-of-way. At the Licensee's request, the City may consent to a longer period, such consent not to be unreasonably or discriminatorily withheld, conditioned or delayed. Any relocation required by a third party shall be at such third party's sole cost and expense.

SECTION 5. LIABILITY AND INDEMNITY AND INSURANCE.

A. No Liability for Damage to Fiber Facilities. Unless directly and proximately caused by a willful, intentional, or malicious act of the City or its officers, agents, elected or appointed officials, employees, departments, boards and commissions, the City will not be liable for, and the Licensee expressly waives all claims it may have against the City for, any and all damage to or loss of the Fiber Facilities.

B. Indemnification. To the fullest extent permitted by law, and in addition to any indemnification requirements set forth in the PROW Construction Regulations, the Licensee will hold harmless, indemnify, and defend the City and its officials, officers, employees, attorneys and agents (collectively, ***"Indemnified Parties"***) from and against all injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees (collectively "***Claims***" and each a "***Claim***"), to the extent they arise out of, or result from, whether directly or indirectly, any act or omission of the Licensee or any of its affiliates, officials, officers, employees, agents, contractors, or subcontractors in connection with this Agreement, Installation of the Fiber Facilities, the Licensee's use of the City's public rights-of-way, or the provision of services over the Fiber Facilities. The Licensee has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the negligence or willful misconduct of the City, its officers, agents, employees, and elected officials.

C. No Limitation or Subrogation. The indemnification and defense required by this Agreement are not limited by the amount of the insurance available to either Party and will not be subject to subrogation. The Licensee, as to its own acts or omissions, will, and does hereby agree to, pay all expenses, including reasonable legal fees and administrative

expenses, incurred by the City in defending itself with regard to any and all of the Indemnified Claims.

D. Insurance. The Licensee must comply with, and maintain insurance in accordance with, the insurance requirements contained in the PROW Construction Regulations or the Supplemental Requirements at all times when Installation is taking place and when any part of the Fiber Facilities is located within any City public right-of-way.

E. Security. The Licensee must provide a "Security Fund" in compliance with the PROW Construction Regulations and the Supplemental Requirements.

SECTION 6. TERM; TERMINATION.

A. Term of Agreement. The term of this Agreement is five (5) years, beginning on the effective date of this Agreement (***"Initial Term"***), unless otherwise sooner terminated as provided for herein. Following the Initial Term, this Agreement will automatically renew for successive five (5) year terms provided that the Licensee is in full compliance with the terms and conditions of this Agreement at the time of renewal (***"Renewal Terms"***), unless either Party provides notice to the other Party that it does not wish the Agreement to renew at least ninety (90) days before the end of the then-current Initial Term or Renewal Term. In the event this Agreement is not renewed, the Licensee shall, within thirty (30) days of written notice from the City, or such longer period of time as the Parties may agree, remove its Fiber Facilities from all City rights-of-way, or those portions designated by the City, other than any Fiber Facilities which the City may permit to be abandoned in place, and complete the Restoration of all the rights-of-way as required by this Agreement.

B. Termination of Agreement.

1. Termination by Licensee. Subject to the conditions stated in this Section 6.B.1, the Licensee may terminate this Agreement at any time and for any reason upon thirty (30) days advance written notice to the City of its intention to terminate. Upon Licensee's termination of this Agreement, Licensee shall cause the removal of the Fiber Facilities from the City right-of-way and shall return the City right-of-way to good condition. If Licensee fails to remove the Fiber Facilities and restore City right-of-way within thirty (30) days of termination, or such longer period of time as the Parties may agree, the City shall have the right to remove the Fiber Facilities from the City right-of-way. All costs of said removal and restoration shall be paid by Licensee within thirty (30) days of an invoice from the City sent to Licensee.

2. Termination by City. Subject to the conditions stated in this Subsection B, the City may terminate this Agreement for any of the causes set forth below:

a) Licensee's failure to cure one of the following within thirty (30) days (or such longer period of time as the Parties may agree) after receiving specific written notice of the breach from the City:

1) A violation of any material term or condition of this Agreement;

2) Failure to provide the required traffic control during Installation; and to respond to requests from the City to correct such deficiencies within a reasonable time;

3) Failure to perform any Restoration as required pursuant to Section 4 of this Agreement; and

4) Installation of the Fiber Facilities is contrary to the plans and specifications approved by the City or outside the scope of the License approved by this Agreement.

In instances where a cure has been commenced but cannot reasonably be completed within the thirty (30) day cure period, at the Licensee's request, the City may consent to a reasonable extension, such consent not to be unreasonably or discriminatorily withheld, conditioned, or delayed.

b) Immediately upon the occurrence of any of the following:

1) The failure of Licensee to comply with all applicable and material federal, State of Illinois, or local laws, ordinances, rules, and regulations including the PROW Construction Regulations and the Supplemental Requirements;

2) The Licensee makes a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement, that is relied upon for renewal of this Agreement, or in a permit application;

3) The Licensee is adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors;

4) The Licensee transfers this License without the City approval required under this Agreement;

5) The Licensee ceases its business operations or ceases operation of the Fiber Facilities, unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within thirty (30) days after they were ceased; and

6) The physical presence of any portion of the Fiber Facilities presents a direct or imminent threat to the public health, safety, or welfare—whether due to its location, condition, or other circumstance—and the Licensee fails to mitigate that threat promptly.

As part of the termination of this Agreement by the City, the City will direct the Licensee as to what portion of the Fiber Facilities, if any, the Licensee must remove from the City's public rights-of-way. Any portion of the Fiber Facilities designated for removal must be removed by the Licensee at its expense within thirty (30) days following written notice from the City, or as otherwise mutually agreed to by the Parties, other than any Fiber Facilities which the City may

permit to be abandoned in place, and the Licensee must restore all disturbed public rights-of-way to the standards in the PROW Construction Regulations and the Supplemental Requirements. Additionally, upon termination of this Agreement, all or any portion of the Fiber Facilities in the public rights-of-way may be permanently abandoned by Licensee in place. Upon permanent abandonment, the ownership of such Fiber Facilities, including everything permitted by City to be abandoned in place, shall transfer to City and Licensee shall cooperate to execute any documents necessary to accomplish such transfer within thirty (30) days of such allowance of abandonment.

SECTION 7. ENFORCEMENT.

A. Enforcement. The City and the Licensee may seek to, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that the Licensee agrees that it shall have no recourse whatsoever against the City or any City elected or appointed officials, agents, representatives, attorneys or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the City because of the enforcement of this Agreement.

B. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding is entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 8. GENERAL PROVISIONS.

A. Transfer or Assignment of Agreement. This Agreement is binding on, and inures to the benefit of the City and the Licensee and their respective successors and assigns. Except as stated in this Section 8, the Licensee has no right or authority to transfer or assign the License, this Agreement, or any interest in any part of the License or this Agreement without the prior, express, written consent of the City, which consent may not be unreasonably withheld or delayed so long as the assignee fully assumes all of the Licensee's obligations under the Agreement. The Licensee may assign this Agreement without consent to an affiliate or to a successor in connection with a merger, reorganization, or sale of all or substantially all of the Licensee's assets or ownership, but only so long as the assignee fully assumes all of the Licensee's obligations under this Agreement.

B. Complete Agreement; Amendments. This Agreement represents the entire agreement between the City and the Licensee. This Agreement may be amended only in writing with the signatures of properly authorized representatives.

C. Incorporation of Exhibits. Exhibits A through C are hereby incorporated as substantive provisions of this Agreement.

D. Governing Law; Venue. This Agreement will be governed, interpreted, and construed in accordance with the laws, but not the conflicts of law rules, of the State of Illinois. The venue for any dispute between the Parties will be in the Cook County Circuit Court in Cook County, Illinois, or the United States District Court for the Northern District of Illinois.

E. Taxes. Nothing contained in this Agreement will be construed to exempt the Licensee from any applicable fee, tax, property tax levy, or assessment that is or may be

hereafter lawfully imposed, and the Licensee will be responsible for the payment of any applicable taxes assessed relative to its use of the City's public rights-of-way or its operation of the Fiber Facilities.

F. No Waiver. The waiver by a Party of a particular breach of this Agreement or the failure of a Party to enforce a particular term of this Agreement at any particular time, or for any period of time, will not be construed or deemed to be a waiver of any other breach or a bar from enforcing any other term.

G. Conflict. In the event of any conflict with, or inconsistency between, the provisions of this Agreement, the PROW Construction Regulations, or the Supplemental Requirements, the provisions of this Agreement shall govern and control during the term of this Agreement and any lawful renewal thereof.

H. Notice. A notice under this Agreement must be in writing and will be deemed to be served effectively when deposited in the mail with sufficient first-class postage affixed and addressed to the Party at the Party's place of business. Notices must be addressed as follows:

If to City:
City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016
Attn: City Manager
Email: dwisniewski@desplainesil.gov

With a copy to:
City of Des Plaines
Public Works and Engineering Department
111 Joseph J. Schwab Road
Des Plaines, Illinois 60016
Attn: Director of Public Works and Engineering
Email: twatkins@desplainesil.gov

If to Licensee:
SummitIG, LLC
22365 Broderick Dr. Suite 250
Sterling, VA 20166
Attn: Legal
Email: legal@summitig.com

I. Good Faith Cooperation. The Licensee and the City agree that in the event a decision by a regulatory authority at the federal, state, or local level requires modifications of this Agreement then the Licensee and the City will negotiate in good faith to modify this Agreement to permit each Party, to the extent practicable, to enjoy the intended benefits of this Agreement. The Licensee and the City otherwise mutually agree to cooperate with each other in good faith to perform their duties and obligations under this Agreement.

J. Force Majeure. The City and the Licensee will not be responsible for any failure to perform or delay in performance due to unforeseen circumstances or due to a cause beyond the party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, or accidents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the City and the Licensee have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

ATTEST:

CITY OF DES PLAINES

By: _____
City Clerk

By: _____
City Manager

ATTEST:

SUMMITIG, LLC

By: _____

By: _____
Sunny Kumar

Title: _____

Its: Chief Executive Officer

EXHIBIT A

APPROVED PROW LOCATIONS FOR FIBER FACILITIES

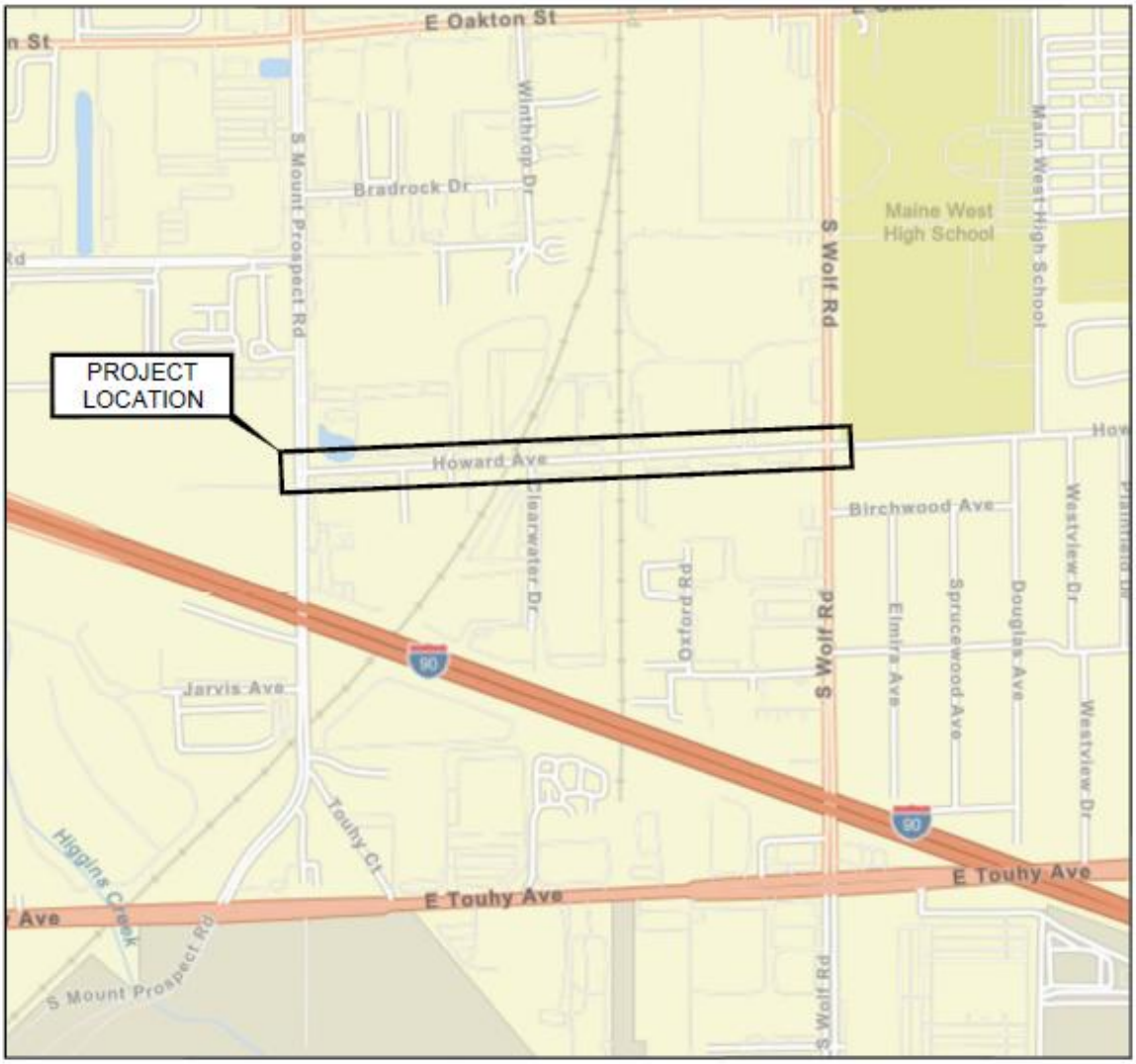


EXHIBIT B

SUPPLEMENTAL REQUIREMENTS FOR PUBLIC RIGHT-OF-WAY FIBER INSTALLATIONS

The following requirements are supplemental to, and shall be read in concert with, the requirements of the City's PROW Construction Regulations. In the event of a conflict between the PROW Construction Regulations and these Supplemental Requirements, the requirement that is stricter or more protective of the City governs.

Permit Application Requirements and Time Limits

- Time Limit on Permit Validity: No PROW construction permit will remain open beyond the time limits set forth below:
  - If work has not commenced on the installation within ninety (90) days after the date of permit issuance, the permit will be cancelled and a new permit application and fee for installation in same location will be required.
  - If installation has commenced but not been completed within thirty-six (36) months after the date of permit issuance, the permit will be cancelled, all ongoing work will cease, and the City will be authorized to commence site restoration, including reimbursement of its costs from the restoration deposit.

- Security Fund: A security fund/restoration deposit in an amount that is the lesser of $50,000 per permit or $7.50 per linear foot will be required to be provided to the City as a precondition of the issuance of a PROW construction permit. The security fund may be made in the form of a cash deposit or a letter of credit in a form acceptable to the City. The Security Fund will be returned to the Licensee upon completion of installation, restoration, inspection and approval of the restored PROW and closing out of the permit by the City.

- Reimbursement of Municipal Third-Party Costs: Licensee will reimburse the City for any third-party consultants it requires to inspect permit applications, plans, or work sites for compliance with the PROW Construction Regulations and these supplemental requirements.

Supplemental Construction and Restoration Requirements

- Minimum Height of Overhead/Aerial Installations: The minimum height for overhead wires twelve feet (12') in rear and side yard easements and fourteen feet (14') six inches (6") over roadways.

- Directional Boring or Jacking Required: All underground installations of Fiber Facilities must be conducted through directional boring or jacking rather than open trench installation, unless otherwise approved by the City in writing.

- Location of Fiber Facilities: All installation of the Fiber Facilities must be made in existing easements on either (i) private property (e.g. in back yards) where easements are available or (ii) within public rights-of-way. Where possible, Fiber Facilities should be installed to run parallel and same general location to other fiber/cable installations to keep "like with like."

- Tree Survey: If necessary, Licensee must provide or pay for an arborist report regarding impact on trees designated by the City to be preserved in Approved PROW Locations that may be affected by construction and perform recommended protection methods for those trees.

- Televising of Impacted Municipal Utilities: Both before and after installation of the Fiber Facilities, the Licensee must televise each sanitary and storm sewer main with a view of the lateral lines. The Licensee must retain and hold the footage, and provide footage to the City upon request.

- Conduits. The Licensee must label each conduit it installs, with clear indication of Licensee's ownership of conduit, per City's direction.

- Notice to Impacted Property Owners: Licensee will provide written notices, in the form of door hangers or physically posted letters, to notify private property owners of dates and scope of installation activities that will impact their properties. Such notices will provide property owners with email and telephone contact information for both the Licensee's Representative and the installation contractor.

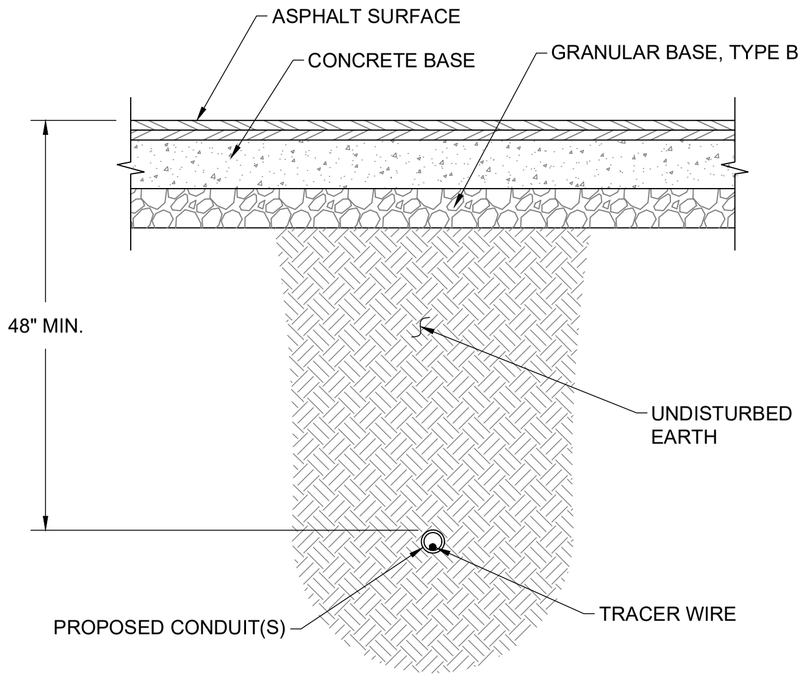
- Restoration Requirements
  - Service connection to individual users must be buried within seven (7) days after completed installation.
  - Restoration must be completed within five business days after installation of Fiber Facilities on a block (from intersecting/ intercepting street to intersecting/ intercepting street) is completed.

EXHIBIT C

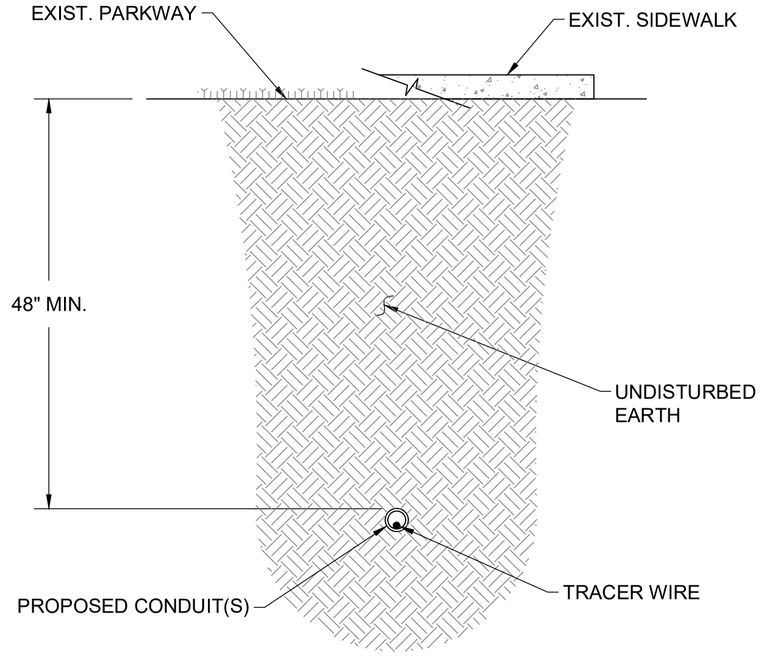
FIBER FACILITY SPECIFICATIONS

[INSERT SPECIFICATION PAGES 12-14 FROM PLAN SET]

STANDARD CONSTRUCTION DETAILS



TYPICAL BORE CROSS SECTION
(ROADWAY)
NOT TO SCALE



TYPICAL BORE CROSS SECTION
(SIDEWALK/PARKWAY)
NOT TO SCALE

BULKU366036

BULK VAULT HDPE STRUCTURAL FOAM SHIELD X COMPOSITE COVER

BULK™ ™

FEATURES:

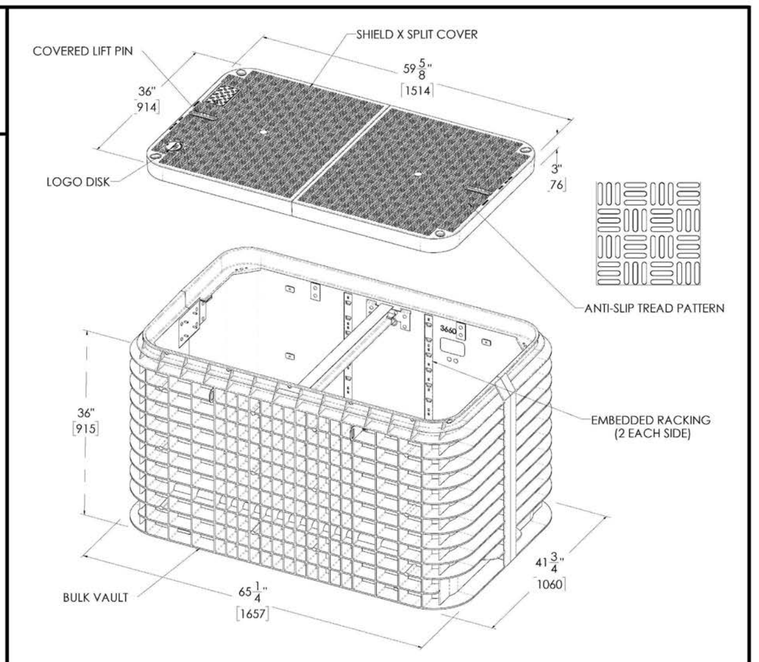
- 36" X 60" X 36" (open floor) (actual dimensions on drawing)
- BULK Vault – SHIELD X Split cover- Tier 22 Load Rated (ANSI/SCTE 77: 2016)
- (4) Cover fastener auger bolts, Hex (9/16") or Penta (7/8") head with washer (304 stainless steel)
- (4) Non-Seizing Fastening System, Field Replaceable
- (4) Embedded Composite Rack Support
- (1) Lifting slot, per cover, equipped with stainless steel pin (slot is approximately 4 1/2"x ¾")
- (1) Galvanized Center Beam
- (1) Logo Disk
- Stainless steel hardware is 300 series.
- Available with flush to surface pad lock box.

WEIGHT & SHIPPING:

- Cover Weight:
  - Fixed Half 76 lbs.
  - Lock Half: 80 lbs.
- Box Weight: 209 lbs
- Assembly Weight : 365 lbs

PERFORMANCE TESTING:

- ANSI/SCTE 77: 2016 - TIER 22 Rated (33,750 lbs)
- AS3996 – Class C
- EN124 Class B125
- ASTM C1028-07 & AS-4586 (Slip Resistance)
- 10,000 Hour Xenon-Arc Exposure (No fiber-bloom)
- ASTM D635-06 (Flammability)



Inside Dimensions		
Length	**Width**	**Depth**
58 1/4" [1480]	34 3/4" [883]	32 5/8" [829]

CHANNELL

ENGINEER:
CCSI NETWORKS
A NETWORK CONNEX COMPANY
5101 THATCHER RD.
DOWNERS GROVE, IL 60515
OFFICE 630.572.9999 • FAX 630.572.9998

OWNER:
SummitIG
SUMMIT INFRASTRUCTURE GROUP, LLC.
22365 BRODERICK DR.
SUITE 250
STERLING, VA 20166

CONTRACTOR:
TBD

TITLE:
PROPOSED FIBER OPTIC CONDUIT INSTALLATION

HOWARD AVE & S MOUNT PROSPECT RD
DES PLAINES, COOK COUNTY, IL 60018

PROJECT NUMBER:	2616-005-U04
DRAWN BY:	SJP
DATE DRAWN:	03/13/26

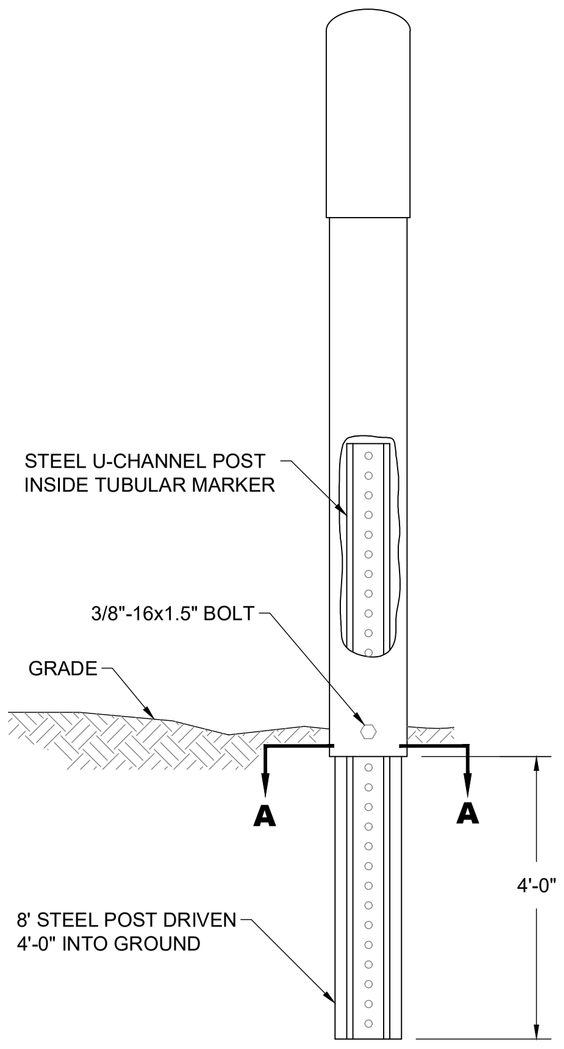
NO.	DATE	DESCRIPTION	BY
	03/13/26	PERMIT	SJP

REVISIONS

SHEET NUMBER
12
OF 14

Exhibit B

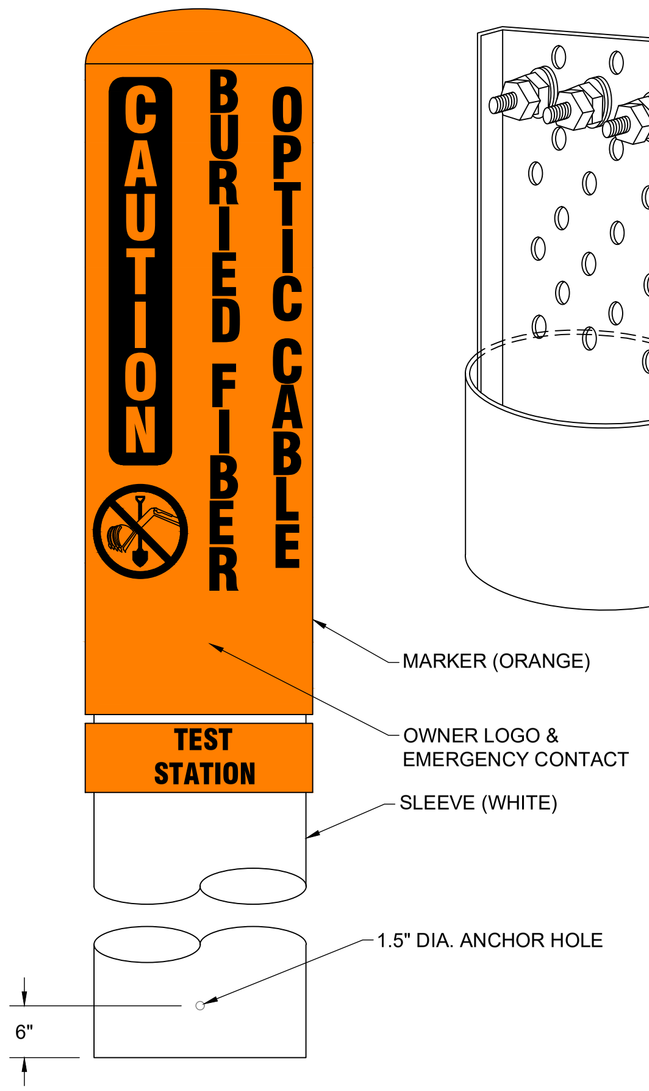
STANDARD CONSTRUCTION DETAILS



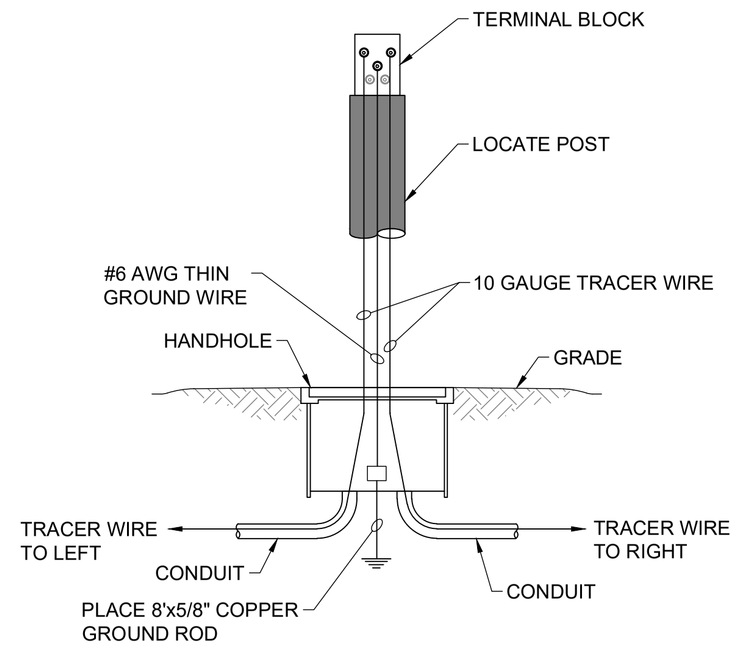
LOCATE POST INSTALLATION DETAIL
SCALE: NOT TO SCALE

7' POLYDOME
ORANGE DOME, WHITE
POST, BLACK TEXT

6' POLYDOME TEST STATION
ORANGE DOME, WHITE POST,
BLACK TEXT, 3 TERMINALS



LOCATE POST CAP DETAIL
SCALE: NOT TO SCALE



LOCATE POST W/ HANDHOLE WIRING DIAGRAM
SCALE: NOT TO SCALE

ENGINEER:
CCSI NETWORKS
A NETWORK CONNEX COMPANY
5101 THATCHER RD.
DOWNERS GROVE, IL 60515
OFFICE 630.572.9999 • FAX 630.572.9998

OWNER:
SummitIG
SUMMIT INFRASTRUCTURE GROUP, LLC.
22365 BRODERICK DR.
SUITE 250
STERLING, VA 20166

CONTRACTOR:
TBD

TITLE:
PROPOSED FIBER OPTIC
CONDUIT INSTALLATION

HOWARD AVE & S MOUNT
PROSPECT RD
DES PLAINES, COOK COUNTY,
IL 60018

PROJECT NUMBER:	2616-005-U04
DRAWN BY:	SJP
DATE DRAWN:	03/13/26

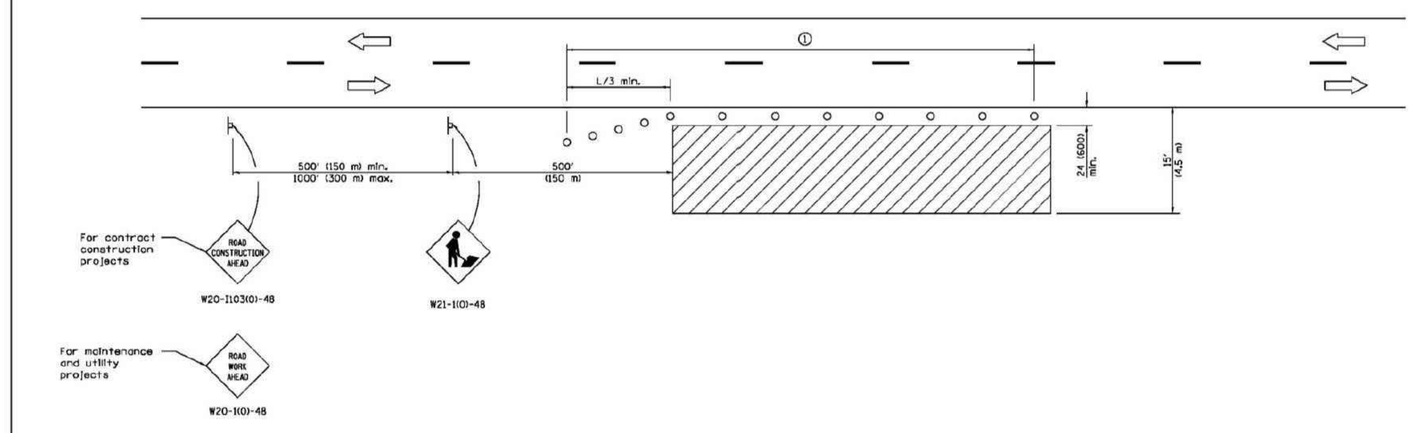
NO.	DATE	DESCRIPTION	BY
	03/13/26	PERMIT	SJP

REVISIONS

SHEET NUMBER
13
OF 14

Exhibit B

TRAFFIC CONTROL -TYPICALS



TYPICAL APPLICATIONS

Utility operations
Culvert extensions
Side slope changes
Guardrail installation and maintenance
Delineator installation
Landscaping operations
Shoulder repair
Sign installation and maintenance

SYMBOLS

Work area
Sign
Cone, drum or barricade

① When the work operation exceeds one hour, cones, drums or barricades shall be placed at 25' (8 m) centers for 1/3 distance, and at 50' (15 m) centers through the remainder of the work area.

GENERAL NOTES

This Standard is used where any vehicles, equipment, workers or their activities will encroach in the area 15' (4.5 m) to 24' (600) from the edge of pavement.

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric
40 mph (70 km/h) or less	$L=\frac{WS^2}{60}$	$L=\frac{WS^2}{150}$
45 mph (80 km/h) or greater	L=(WXS)	L=0.65(WXS)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

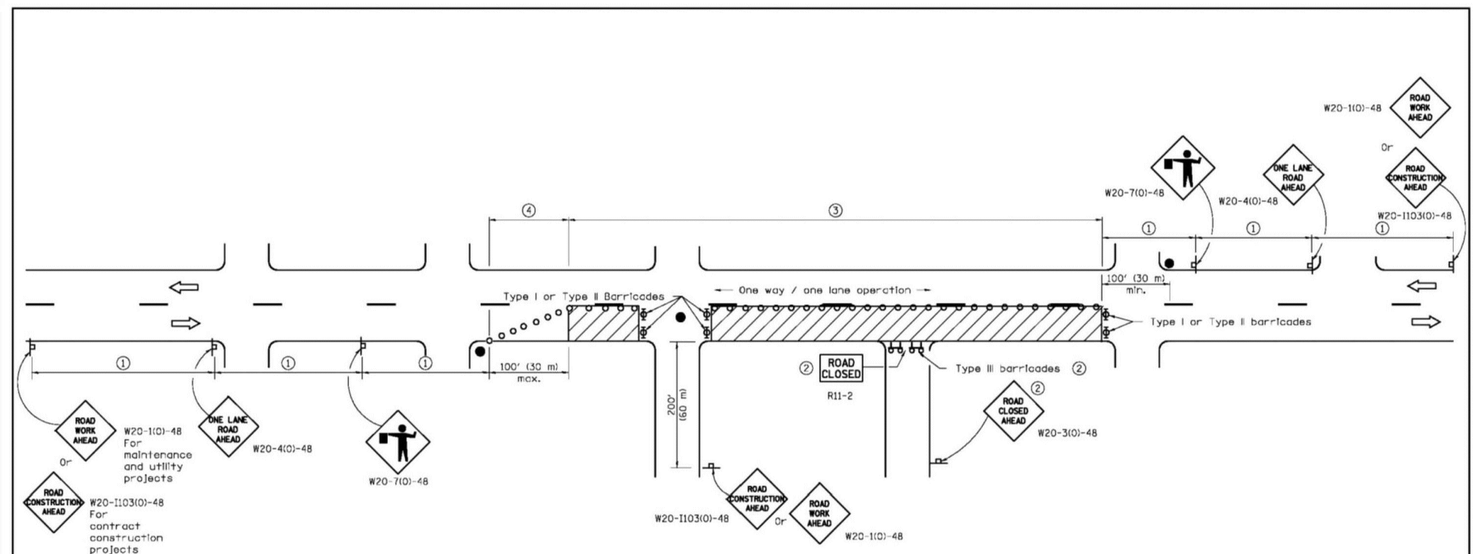
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-14	Revised workers sign
	number to agree with
	current MUTCD.
1-1-13	Omitted text 'WORKERS'
	sign.

OFF-RD OPERATIONS, 2L, 2W, 15' (4.5 m) TO 24" (600 mm) FROM PAVEMENT EDGE

STANDARD 701006-05

Illinois Department of Transportation
APPROVED January 1, 2014 — ENGINEER OF SAFETY ENGINEERING
APPROVED January 1, 2014 — ENGINEER OF BUREAU AND ENVIRONMENT
DRAWN 1-1-14



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
≤45	200' (60 m)

SYMBOLS

Work area
Cone, drum or barricade (not required for moving operations)
Sign on portable or permanent support
Flagger with traffic control sign
Barricade or drum with flashing light
Type III barricade with flashing lights

① Refer to SIGN SPACING TABLE for distances.
② For approved alderoad closures.
③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
④ Cones, drums or barricades at 20' (6 m) centers.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

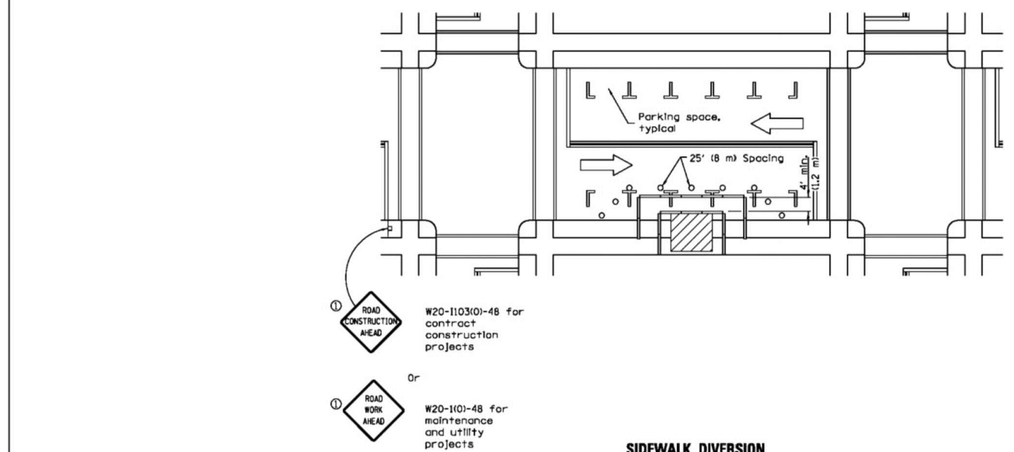
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to
	English (metric).
	Corrected sign no.'s.

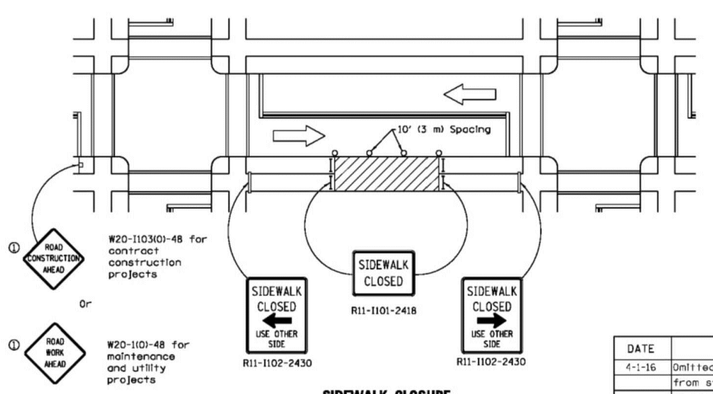
URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED

STANDARD 701501-06

Illinois Department of Transportation
APPROVED January 1, 2011 — ENGINEER OF SAFETY ENGINEERING
APPROVED January 1, 2011 — ENGINEER OF BUREAU AND ENVIRONMENT
DRAWN 1-1-11



SIDEWALK DIVERSION



SIDEWALK CLOSURE

SYMBOLS

Work area
Sign on portable or permanent support
Barricade or drum
Cone, drum or barricade
Type III barricade
Detectable pedestrian channelizing barricade

① Omit whenever duplicated by road work traffic control.

GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

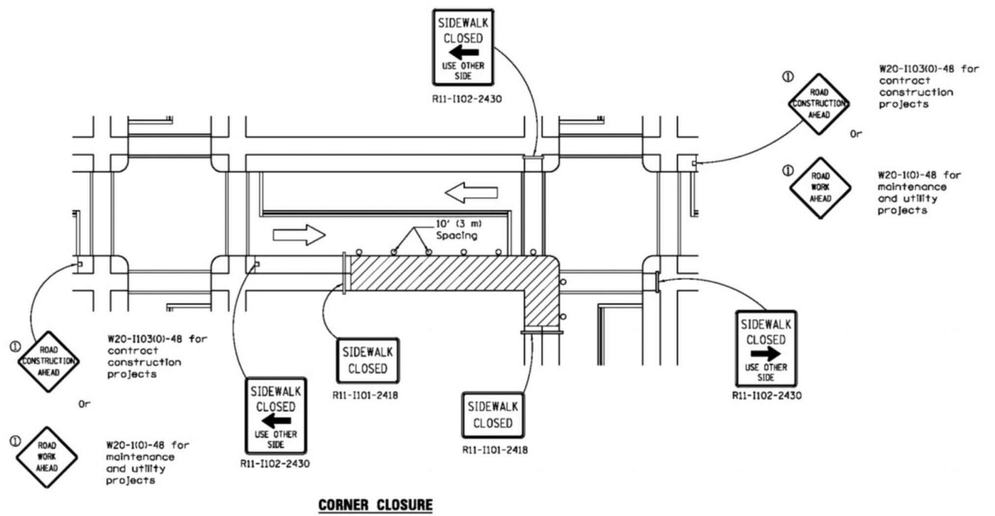
DATE	REVISIONS
4-1-16	Omitted orange safety fence
	from standard as this is
	covered in the std. spec.
1-1-12	Added SIDEWALK DIVERSION.
	Modified appearance of
	plan views. Renamed Sta.

SIDEWALK, CORNER OR CROSSWALK CLOSURE

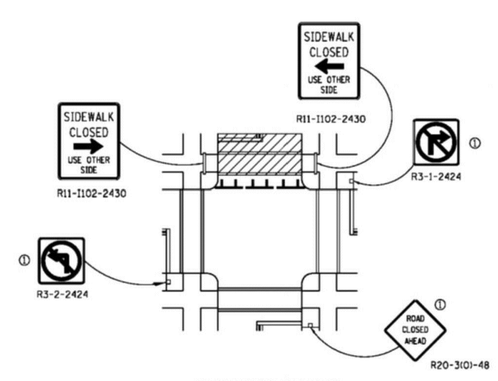
(Sheet 1 of 2)

STANDARD 701801-06

Illinois Department of Transportation
APPROVED April 1, 2016 — ENGINEER OF SAFETY ENGINEERING
APPROVED April 1, 2016 — ENGINEER OF BUREAU AND ENVIRONMENT
DRAWN 1-1-16



CORNER CLOSURE



CROSSWALK CLOSURE

SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 2 of 2)

STANDARD 701801-06

Illinois Department of Transportation
APPROVED April 1, 2016 — ENGINEER OF SAFETY ENGINEERING
APPROVED April 1, 2016 — ENGINEER OF BUREAU AND ENVIRONMENT
DRAWN 1-1-16

ENGINEER:

CCSI NETWORKS

A NETWORK CONNEX COMPANY

5101 THATCHER RD.
DOWNERS GROVE, IL 60515
OFFICE 630.572.9999 • FAX 630.572.9998

OWNER:

SummitIG

SUMMIT INFRASTRUCTURE GROUP, LLC.
22365 BRODERICK DR.
SUITE 250
STERLING, VA 20166

CONTRACTOR:

TBD

TITLE:

PROPOSED FIBER OPTIC CONDUIT INSTALLATION

HOWARD AVE & S MOUNT PROSPECT RD
DES PLAINES, COOK COUNTY, IL 60018

PROJECT NUMBER:	2616-005-U04
DRAWN BY:	SJP
DATE DRAWN:	03/13/26

NO.	DATE	DESCRIPTION	BY
	03/13/26	PERMIT	SJP

REVISIONS

SHEET NUMBER

14

OF 14

Exhibit B

DES PLAINES ILLINOIS

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5380
desplainesil.gov

MEMORANDUM

Date: June 25, 2026

To: Dorothy Wisniewski, City Manager

From: Jonathan Mendel, AICP, Assistant Director of Community & Economic Development

Cc: Jeff Rogers, AICP, Director of Community & Economic Development

Subject: Consideration of Ordinance Z-15-26 Approving a Conditional Use for a Livery Service at 301 W. Oakton St, Case #26-020-CU (8th Ward)

Issue: The petitioner requests a Livery Service Conditional Use in the M-2 district at 301 W. Oakton Street.

Petitioner: Summit School Services LLC, 2601 Navistar Drive, Lisle, IL 60532

Owners: GTV Des Plaines LLC, 9500 Bryn Mawr Avenue, Suite 130, Rosemont, IL 60018

Case Number: #26-020-CU

PIN: 08-25-200-004-0000

Ward Number: #8, Alderman Mike Charewicz

Existing Zoning: M-2, General Manufacturing

Existing Land Use: Industrial building/site

Surrounding Zoning:
North: R-3, Townhouse Residential District
South: M-2, General Manufacturing District
East: M-2, General Manufacturing District
West: M-2, General Manufacturing District

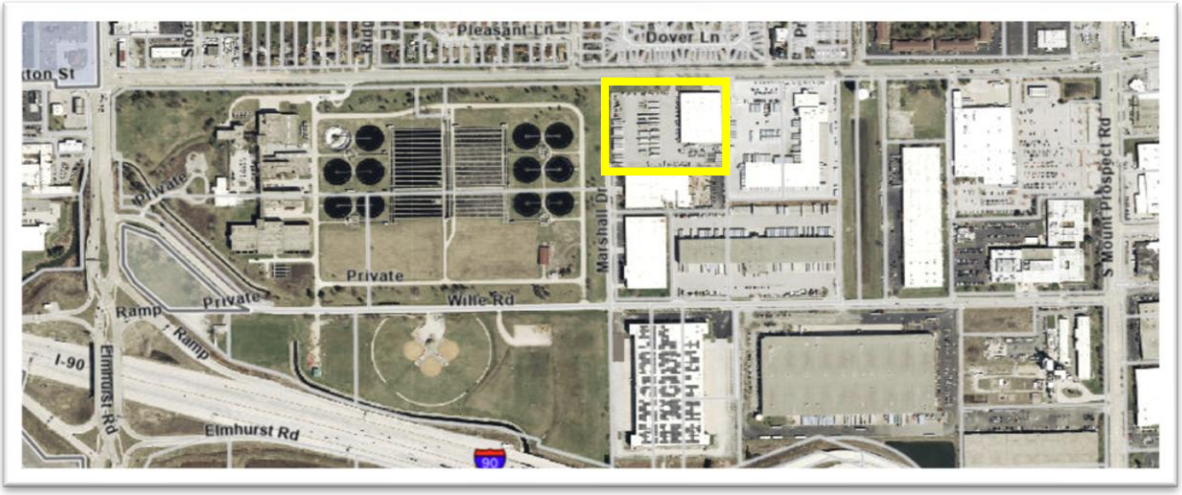
Surrounding Land Uses:
North: Townhouse Residences (residential)
South: Manufacturing (industrial)
East: Warehouse (industrial)
West: Metropolitan Water Reclamation District Treatment Plant

Street Classification: West Oakton Street is classified as a minor arterial under IDOT jurisdiction.

Comprehensive Plan: The Comprehensive Plan illustrates this site as industrial.

Property/Zoning History:

The property at 301 W. Oakton Street has been used for industrial uses since the late 1960s. Per City records, a driveway access point to Marshall Drive at the southwest corner of the property was added in 1995.
The following is an aerial photo of the subject property's immediate neighborhood with the subject property outlined in yellow:



CONDITIONAL USE

Request Description:

Overview

The petitioner requests a conditional use to operate a livery service on the subject property as described in the attached Project Narrative. A livery service is a conditional use in the M-2 district.

The subject property consists of one 7.29 acre parcel located on the south side of West Oakton Street. It is developed with an industrial building and off-street parking areas.

Proposed Operations

Based on the attached Project Narrative, the site will be used for school bus parking and storage, dispatch and administrative functions, driver staging, training, and other customary operational activities associated with public/private school transportation services.

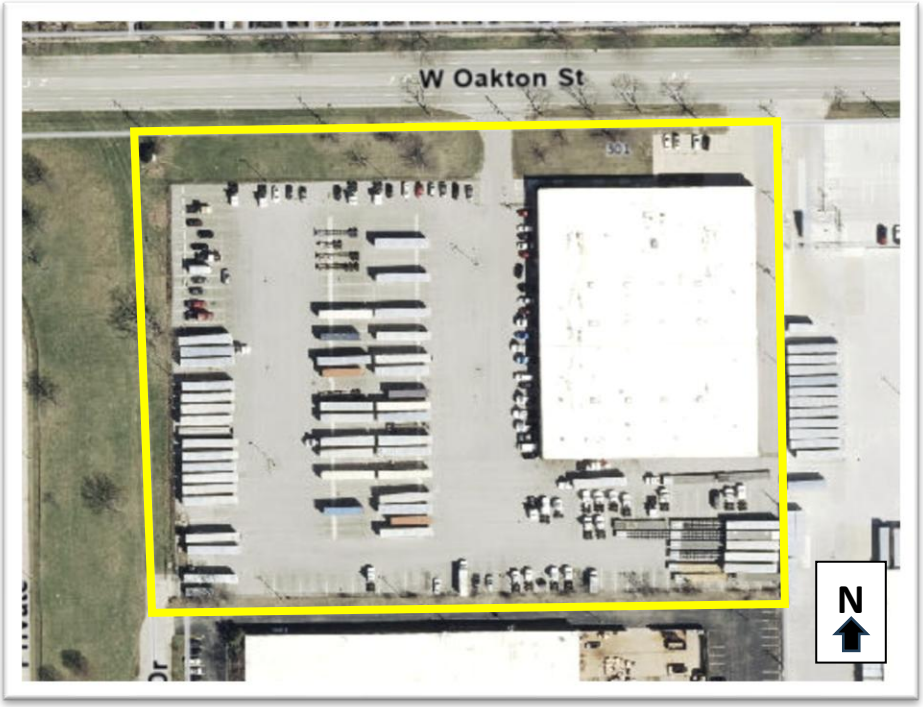
Operations will occur primarily during the school year with primary operating hours from 5:30 AM to 5:30 PM, Monday to Friday. Peak activity periods are anticipated between approximately 6:30-9:00 AM and 2:00-5:00 PM. The petitioner anticipates 8 full-time and 85 part-time employees, with staggered work schedules based on routing and school schedules.

Proposed Site Plan and Off-Street Parking

As shown in the attached Site and Striping Plan, the site will have 73 passenger vehicle off-street parking spaces for on-site staff and drivers. Additionally, there are 85 bus parking spaces within the property's fenced off-street area with ample circulation aisles throughout the site providing adequate turn-radiuses for typical active, reserved and/or under-repair school buses.

City Code Section 12-9-7 (Off Street Parking Requirements) does not explicitly list a minimum off-street parking requirement for Livery Services. Therefore, we rely on the petitioner's operational description and traffic study to determine if the subject property may have sufficient off-street parking. With the 73 passenger vehicle parking spaces and 85 bus parking spaces and 74 spaces planned to be open during operating hours, there should be sufficient off-street parking throughout the subject property to accommodate the proposed livery service given the staggered driver start times and that a bus parking space could be used for passenger vehicle parking when busses are in service.

Lastly, the subject property's parking areas do not currently fully comply with City Code Section 12-10-8 (Parking Lot Landscaping) especially regarding the interior parking lot landscaping requirements (i.e. parking space end islands, etc.). Given the existing and proposed site conditions on the attached site and striping plan and the following aerial photo, there is no substantive change to the parking area striping and circulation layout warranting installation of parking lot landscaping requiring the property be brought closer to or into full compliance. Additionally, the large approximately 60-foot-wide landscaped yard along the Oakton Street ROW and the approximately 26-foot-wide landscaped buffer along the west property line provide ample site landscape buffering on the subject property's publicly perceivable sides which should compensate for the existing nonconforming parking lot landscaping within the subject property's site interior.



Traffic Impacts, Access & Circulation

The petitioner's attached traffic study outlines the proposed use's traffic impact patterns during working normal operating hours. The study explains the staggered departure and return dynamics in detail showing that the proposed operation should have no objectively measurable impact on the traffic flow on the surrounding neighborhood roadways. This position is warranted by the provided narrative traffic study and the departure and return exhibits showing use of Oakton Street and Marshall Drive/Wille Road as a method of distributing bus departures and returns throughout the use's operating days of the year.

Lastly, the proposed livery service's peaks are limited to weekdays during the normal school year which is a natural limitation on the breadth of the use's impact. This can be compared to a permitted warehouse/logistics use that could occupy the subject property, which is permitted by-right to operate 24 hours a day, 7 days a week, and all year long.

Standards for Conditional Use: Conditional Use requests are subject to the standards set forth in Section 12-3- 4(E) of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided below and in the attached Petitioner Responses to Standards. For its rationale, the Board may use the responses provided as written, modify them, or adopt its own.

1. **The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:**

   Comment: The property is zoned M-2, General Manufacturing District and a Livery Service is a conditional use within the M-2 zoning district.

2. **The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:**

   Comment: The 2019 Comprehensive Plan Future Land Use Map designates this property for Industrial land uses. The proposed livery service is an industrial use aligning with the Comprehensive Plan and as proposed could be considered a lower intensity industrial land use generally and even within the context of possible livery service operations.

3. **The proposed conditional Use is designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:**

   Comment: The proposed livery service will be located within an existing industrial building that is harmonious and appropriate in appearance to adjacent industrial development along the south side of West Oakton Street. Additionally, the proposed livery service may be a lower intensity peak livery service operation and whose operational peaks will be primarily limited weekdays during the normal school years as opposed to the possible all day/year operations permitted by-right for warehouse/logistics operations.

4. **The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:**
   Comment: As stated above, the proposed livery service is a lower intensity peak livery service operation and whose operational peaks will be primarily limited weekdays during the normal school years as opposed to the possible all day/year operations permitted by-right for warehouse/logistics operations.

5. **The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:**

   Comment: The proposed livery service should not have any objectively measurable impact on the adjacent Oakton Street and Marshall Drive/Wille Road streets and will not have any impact on any other essential public facilities.

6. **The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:**

   Comment: The proposed livery service should not create excessive additional requirements at the public expense, especially in relation to the other M-2 district permitted by-right land uses.

7. **The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:**

   Comment: Additionally, as stated above, the proposed livery service is a lower intensity peak livery service operation with operational peaks primarily limited to weekdays during the normal school years as opposed to the possible all day/year operations permitted by-right for warehouse/logistics operations.

8. **The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:**

   Comment: By staggering driver arrival times, bus departure and return times, the school year peak operational periods and the ability to use the adjacent Oakton St and Marshall Dr/Wille Rd distributive road network, the traffic impacts should be nearly immeasurable given the traffic generated by immediate neighboring land uses and the general sub-regional traffic using the Oakton Street corridor.

9. **The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:**

   Comment: The proposed Livery Service will use the existing building and parking area and will not result in a disturbance of natural, scenic, or historic features of major importance.

10. **The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:**

    Comment: There should be no other specific additional regulations for the proposed livery service.

Planning and Zoning Board (PZB) Recommendation

The PZB held a public hearing on June 9, 2026 to consider the request and voted 4-0 to recommend that City Council approve the conditional use request with the following condition of approval. The rationale for the PZB's vote is captured in the attached excerpt of minutes from the June 9, 2026 PZB Meeting.

Condition of Approval:

1. If negative traffic impact complaints are made to the City and the City staff investigates and finds valid negative impacts created by the livery service operation, City staff and the business operator will work together to resolve these negative traffic impacts.

City Council Action

Pursuant to Section 12-3-4.D.4 of the City Code, the City Council has the final authority on the conditional use request. The Council may approve, approve with modifications, or deny Ordinance Z-15-26, which includes the requested conditional use on the subject property. If the City Council decides to approve this request, staff and PZB recommend the following conditions.

Conditions of Approval:

1. If negative traffic impact complaints are made to the City and the City staff investigates and finds valid negative impacts created by the livery service operation, City staff and the business operator will work together to resolve these negative traffic impacts.

Attachments:

Attachment 1: Petitioner's Project Narrative & Site Plan
Attachment 2: Chairman Szabo PZB Recommendation Letter
Attachment 3: Excerpt of Minutes from the June 9, 2026 PZB Meeting

Ordinance Z-15-26

Exhibit A: Project Narrative & Site Plan
Exhibit B: Unconditional Agreement and Consent

PROJECT NARRATIVE

Conditional Use Permit Application
301 W. Oakton Street, Des Plaines, Illinois

Applicant / Tenant

Summit School Services LLC ("Summit School Services")

Property Owner

GTV Des Plaines LLC

Project Description

The applicant is seeking approval of a Conditional Use Permit to allow a school bus operations and dispatch facility to be operated by Summit School Services at the existing industrial property located at 301 W. Oakton Street in Des Plaines, Illinois. The property is located within the M2 General Manufacturing District and is improved with an existing industrial building and associated paved parking and circulation areas.

The proposed use will occur entirely within the existing building and paved site. No expansion of the building footprint or intensification of site coverage is proposed.

Nature of the Proposed Use

Summit School Services is a transportation company providing student transportation services primarily for nearby school districts, with limited and occasional charter or private transportation services. The facility will be used for off-street parking and storage of school buses, dispatch and administrative functions, driver staging, training, and other customary operational activities associated with school transportation services.

Interior space within the building will be used for administrative offices, dispatch, training areas, driver facilities, and limited support functions typical of a transportation operations center.

Hours of Operation

Operations will occur primarily during the school year and generally follow school transportation schedules.

- **Primary operating hours:**
  Monday through Friday, approximately **5:30 AM to 5:30 PM**
- **Peak activity periods:**
  Approximately **6:00–9:00 AM** and **2:00–5:00 PM**
    - Employees will arrive between 5:30-6:30 AM
    - Buses will depart between 6:30-8:25 AM
    - Buses will return between 8:10-9 AM
    - Drivers typically leave the premises by 9:30 AM
    - Drivers return between 1:30-2:30 PM
    - Buses will depart between 2:35-3:35 PM
    - Buses will return between 3:45-5:00 PM
    - Drivers and Employees depart by 5:30 PM
    - Up to 74 buses will depart and return during each of the morning and afternoon operating periods.
- **Weekend activity:**
  Limited and intermittent, averaging **1–2 times per month** for short durations
- **Seasonality:**
  Operations are significantly reduced during summer months when school is not in session

---

Employees

Summit School Services anticipates employing approximately:

- **8 full-time employees**, and
- **85 part-time employees**

Employee schedules are staggered based on routing and school schedules, which limits peak on-site employee presence at any given time.

Parking and Site Circulation

The site provides adequate paved area for bus parking, employee parking, and internal circulation. A total of approximately **158 parking spaces** are provided, inclusive of fleet vehicles and employee parking, including 85 bus positions, 67 employee parking stalls, and 6 guest parking stalls.

Buses will utilize the existing **north and south driveways** for site access. Approximately 44 buses will depart and return using the Oakton St driveway to the north, and approximately 30 buses will depart and return using the Marshall Dr driveway to the south.

Internal circulation will be managed in a **counter-clockwise traffic pattern** to promote safe and efficient vehicle movement and to minimize congestion within the site and at public access points. Bus routes will be designed to maximize righthand turns to and from adjacent thoroughfares.

Compatibility with Surrounding Area

The property is located within an established industrial area characterized by manufacturing, warehouse, and transportation-related uses. The proposed use is consistent with the character and function of the surrounding area and represents an appropriate reuse of an existing industrial facility.

All activities will be conducted within an existing developed site designed to accommodate vehicle-oriented operations, and no adverse impacts to surrounding properties are anticipated.

To minimize effect on residential rear yards across Oakton Street, additional sound-dampening trees and shrubs will be planted within the existing 60-foot landscape setback along Oakton Street.

Conclusion

The proposed use is consistent with the intent of the M2 zoning district and the City's comprehensive planning objectives. It will:

- operate within an existing industrial building;
- utilize existing infrastructure;
- provide transportation services that support local school districts; and
- reduce the impacts associated with the site's prior heavy freight use while remaining compatible with surrounding industrial operations.

While transportation-related uses can, in certain contexts, create higher intensity impacts, the proposed Summit School Services operation has been designed and will be operated in a

manner that minimizes potential impacts on surrounding properties. The site is located within an established industrial corridor and is separated from residential properties to the north by Oakton Street, a multi-lane arterial roadway, in addition to a 60-foot landscape buffer that includes sound-dampening plantings.

Importantly, the property is currently utilized for trucking and logistics operations, and the proposed school bus use represents a comparable, and in many respects less intensive, operation. Vehicle activity will be scheduled and concentrated within defined weekday periods rather than occurring continuously throughout the day or overnight, with significantly reduced activity outside of peak school transportation times and during summer months.

The facility will function as a controlled staging and dispatch operation with no public access and managed internal circulation designed to minimize congestion and idling. Given these operational characteristics and the existing industrial context, the proposed use is not anticipated to create adverse impacts on surrounding properties or nearby residential areas.

Approval of the requested Conditional Use Permit is respectfully requested.

COMMUNITY AND ECONOMIC DEVELOPMENT
1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5306
desplaines.org

STANDARDS FOR CONDITIONAL USES

The Planning and Zoning Board and City Council review the particular facts and circumstances of each proposed Conditional Use in terms of the following standards. Keep in mind that in responding to the items below, you are demonstrating that the proposed use is appropriate for the site and will not have a negative impact on surrounding properties and the community. Please answer each item completely and thoroughly (two to three sentences each).

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;

   The proposed use is a conditional use that is expressly contemplated within the M2 General Manufacturing District. The requested approval follows the City's established process for evaluating uses that are industrial in nature but require case-specific review to ensure site compatibility.

2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

   The proposed use is consistent with the City's comprehensive plan and zoning objectives by placing a transportation-related operational use within an established industrial corridor. The use supports continued employment and reinvestment in an existing industrial property without introducing incompatible residential or commercial activity.

3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;

   The site is located in an area characterized by industrial and transportation-oriented uses, and the proposed use is consistent in scale and appearance with surrounding development. No new buildings or exterior expansions are proposed, and existing paved parking and circulation areas will continue to be used.

4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

   The proposed use will not be hazardous or disturbing to neighboring properties. Operations will occur primarily during weekday daytime hours, and activities will be conducted within an established industrial setting designed to accommodate vehicle-oriented uses.

5. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services;

   The property is fully served by existing public infrastructure, including public streets, utilities, drainage, police, and fire protection. The proposed use does not require extensions or upgrades to public facilities beyond their current capacity.

6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

   The proposed conditional use will not create excessive additional demand on public facilities or services at public expense. Instead, it supports continued economic activity, employment, and productive reuse of an existing industrial property within the City.

7. The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;

   The use will not generate excessive traffic, noise, fumes, glare, or odors beyond what is typical for an industrial transportation-related facility. Bus activity will be concentrated around school transportation schedules, with reduced operations during summer months when school is not in session.

8. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

   Vehicular access to the site utilizes existing driveways and internal circulation patterns designed to accommodate larger vehicles. Bus ingress and egress will be managed entirely on site and will not interfere with traffic flow on surrounding public roadways.

9. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and

   The proposed use does not result in the destruction, loss, or alteration of any natural, scenic, or historic features. All activity will occur on previously developed and paved portions of the site, with no disturbance to undeveloped land.

10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested

    The proposed conditional use complies with all applicable provisions of the Zoning Code and any additional regulations specific to the use. The applicant will continue to comply with all operational conditions imposed as part of the conditional use approval.

Kenig,Lindgren,O'Hara,Aboona,Inc.

9575 West Higgins Road, Suite 400 | Rosemont, Illinois 60018
p: 847-518-9990 | f: 847-518-9987

MEMORANDUM TO: Rachel Field
Transport Properties

FROM: Brendan S. May, PE, PTOE
Principal

Luay R. Aboona, PE, PTOE
Principal

DATE: May 11, 2026

SUBJECT: Traffic Impact Statement
Proposed Bus Storage Facility
Des Plaines, Illinois

This memorandum summarizes the results of a traffic impact statement prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed school bus storage facility to be located in Des Plaines, Illinois. The site is located at 301 W. Oakton Street and is proposed to contain a school bus facility to be used as a dispatch, maintenance, and storage facility for 74 buses. Access will be provided off Oakton Street.

Existing Traffic Conditions

As indicated earlier the site is located at 301 W. Oakton Street. The stie is occupied by an approximately 60,000 square foot industrial building with truck parking. Access is provided off Oakton Street.

Oakton Street is an east-west, minor arterial roadway that provides two travel lanes in each direction separated by a center two-way left lane. Oakton Street is under the jurisdiction of the Illinois Department of Transportation (IDOT), carries an annual average daily traffic (AADT) volume of 22,700 vehicles (IDOT 2019), and has a posted speed limit of 40 miles per hour.

Characteristics of the Proposed Development

As proposed, the plans call for repurposing the site to contain a school bus storage facility for approximately 74 buses and the existing approximately 60,000 square-foot building will remain and will provide repair spaces, training and office space, a driver break room, and storage. The facility will be staffed by approximately eight full time employees and 85 part-time employees and will primarily offer transportation services to nearby school districts and will have occasional charter/private transportation customers. The hours of operation will be Monday through Friday from 5:30 A.M. to 5:30 P.M. with occasional weekend hours from 7:00 A.M. to 9:00 A.M. (one to two times per month). The parking lot will provide a total of 137 parking spaces to accommodate both bus and employee parking. Access to the site will continue to be provided via the existing access drives off Oakton Street.



Aerial View of Site **Figure 1**

Facility Estimated Trip Generation

The number of peak hour trips estimated to be generated by the proposed facility was based on information provided by the operator regarding the departure and return time for buses. Per the provided information, the peak periods of traffic will occur between 6:00 A.M. and 9:00 A.M. and between 2:00 P.M. to 5:00 P.M. and there will be approximately 74 bus drivers.

During the morning peak period, the drivers will arrive at the site and depart in their buses between 6:30 A.M. and 8:30 A.M. These buses will then return between 8:00 A.M. and 9:00 A.M. During the afternoon peak period, buses will depart between 2:30 P.M. and 3:30 P.M. and will return between 3:45 P.M. and 5:00 P.M. With 74 bus drivers and eight full time employees, the facility is anticipated to generate approximately 312 daily trips (buses/personal vehicles).

Based on the anticipated bus schedules, the weekday morning peak hour of traffic is anticipated to occur between 8:00 A.M. and 9:00 A.M. with 182 vehicle trips and the weekday evening peak hour of traffic is anticipated to occur between 4:00 P.M. and 5:00 P.M. with 140 vehicle trips. It should be noted that it was assumed that the eight full time employees arrived during the weekday morning peak hour and departed during the weekday evening peak hour. **Table 1** summarizes the trips projected to be generated by the proposed facility during these peak hours.

Table 1
PROJECTED SITE-GENERATED TRAFFIC VOLUMES

	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Weekday Daily Trips		
	In	Out	Total	In	Out	Total	In	Out	Total
Personal Vehicles	21	74	95	0	74	74	82	82	164
Buses	74	13	87	66	0	66	74	74	148
Total Trips	**95**	**87**	**182**	**66**	**74**	**140**	**156**	**156**	**312**

Traffic and Access Evaluation

Overall, the proposed facility will have a limited impact on the area roadway network due to the following:

- The proposed facility will increase the daily traffic volumes along Oakton Street by less than one percent.
- The trips generated by the facility will not all be new trips to the study area as the facility will be replacing an existing industrial use generating both passenger vehicle and truck traffic.

- Based on available count data at the intersection of Oakton Street with Mt. Prospect Road from 2023, Oakton Street along the site frontage carries approximately 1,500 vehicles during the weekday morning peak hour and 1,800 vehicles during the weekday evening peak hour. The facility will increase the traffic volumes during the peak hours by an average of five percent.

- The facility will utilize existing access drive on Oakton Street which is served by an existing center two-way left-turn lane.

- Inbound and outbound bus activity will be distributed over a two to three hour period during the weekday morning and weekday afternoon.

Conclusion

Based on the preceding evaluation, the following is concluded:

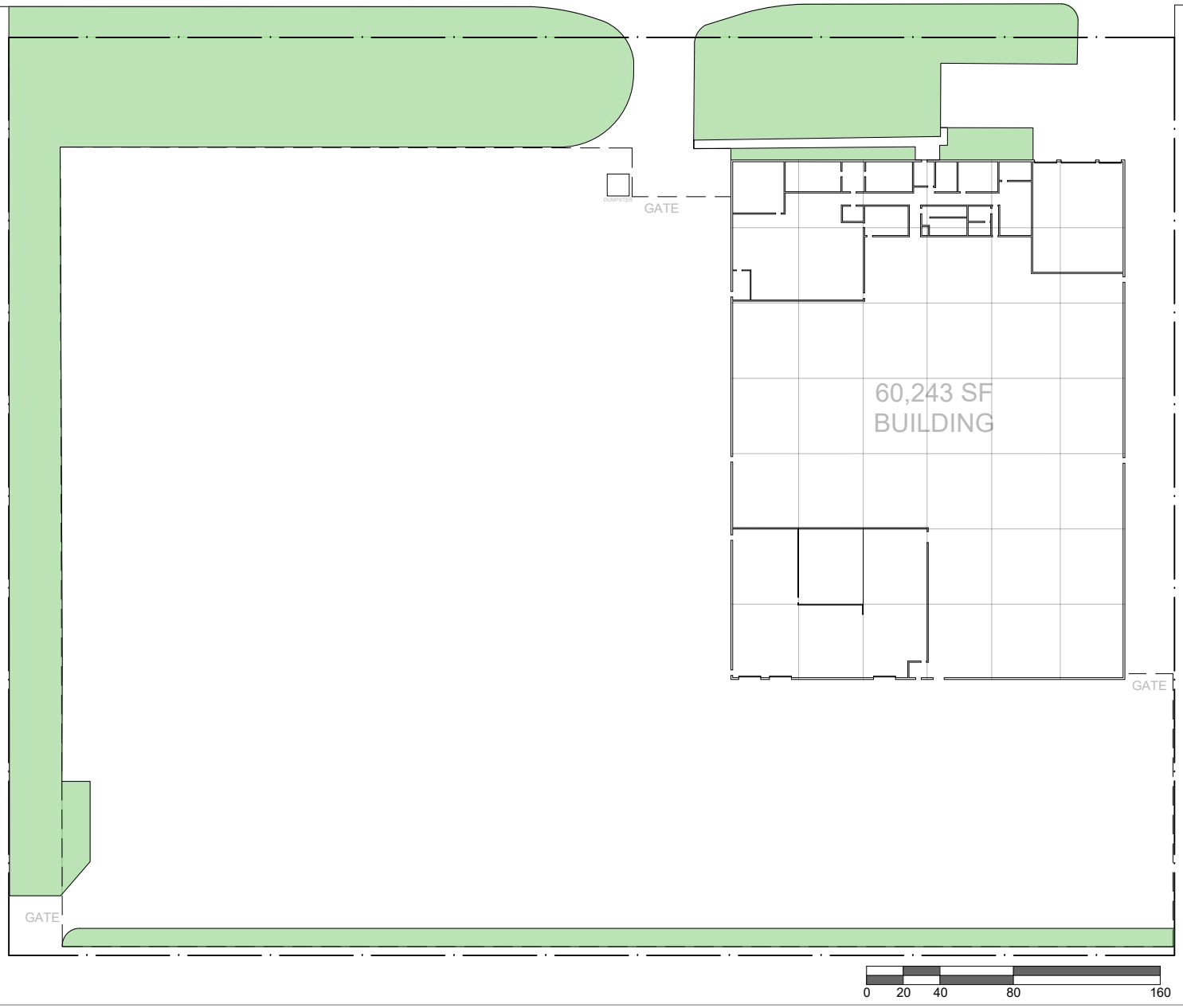
- The volume of traffic generated by the proposed facility will have a limited impact on the operations of the area roadway network.

- The proposed facility will increase the daily traffic volume along Oakton Street by less than one percent.

- The trips generated by the facility will not all be new trips to the study area as the facility will be replacing an existing industrial use generating both passenger vehicle and truck traffic.

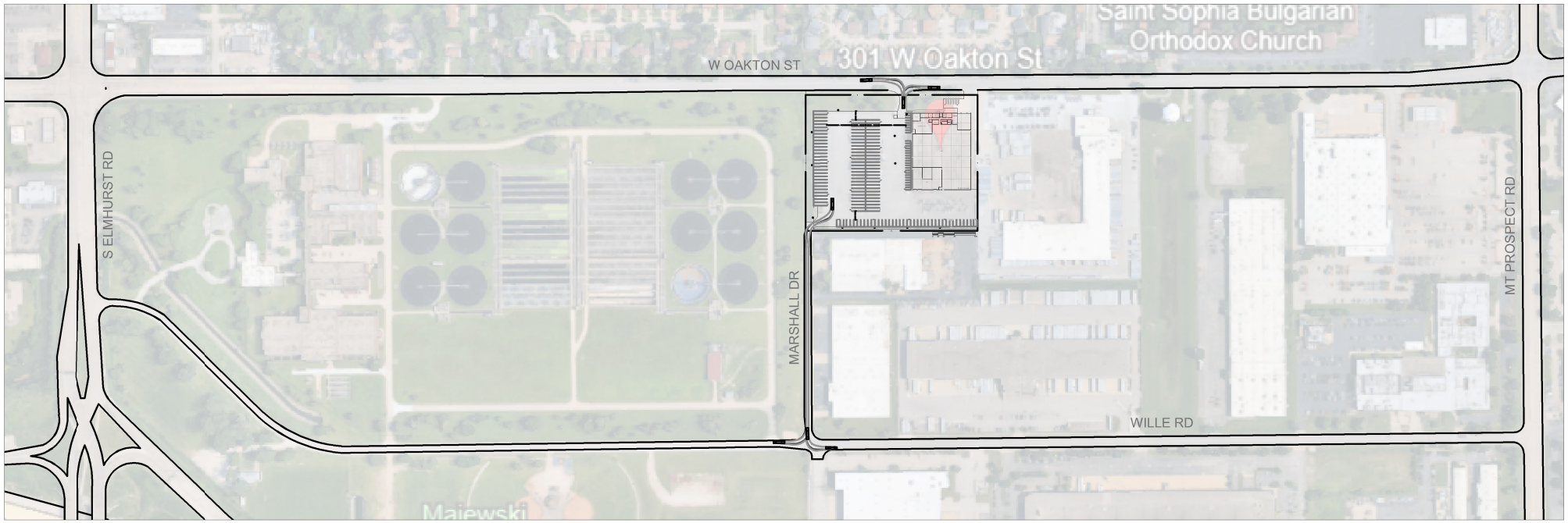
- Oakton Street along the site frontage provides a center two-way left-turn lane.

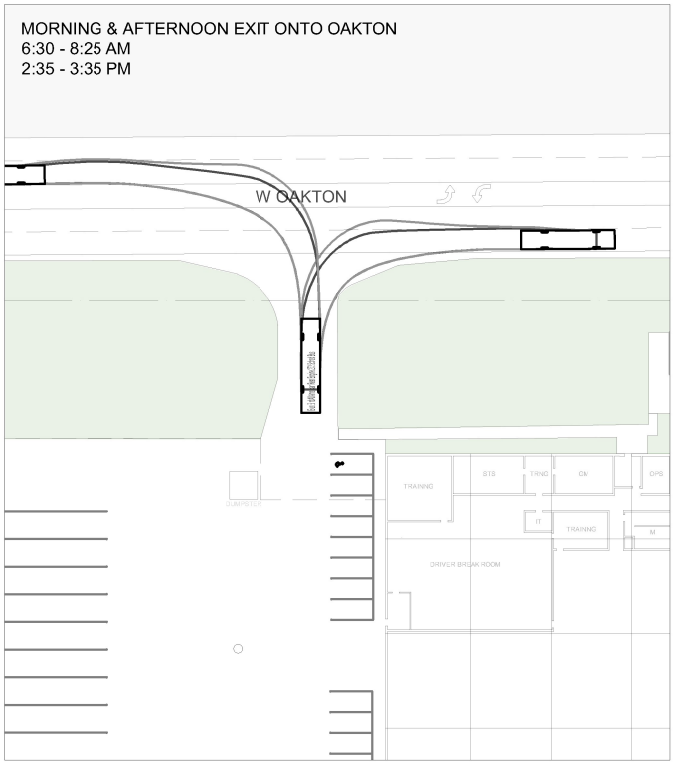
Appendix

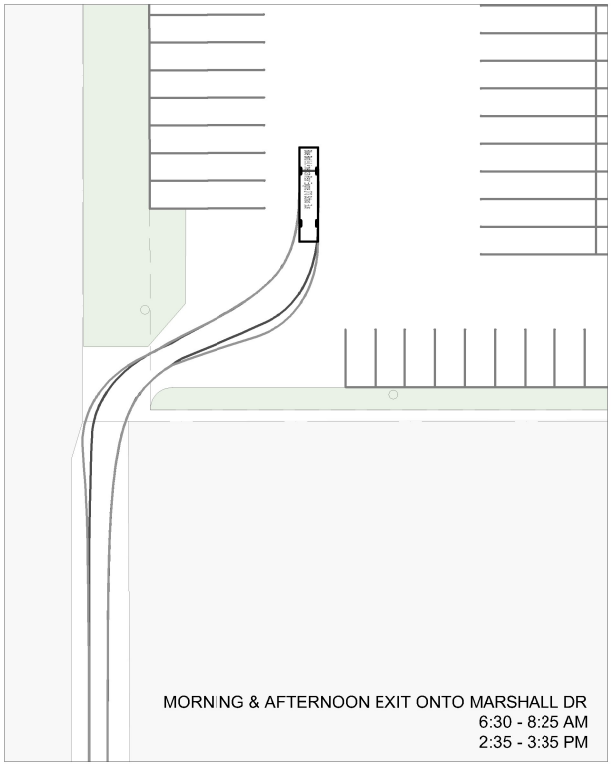

W. OAKTON STREET
DUMPSTER
GATE
60,243 SF
BUILDING
GATE
GATE
0
20
40
80
160

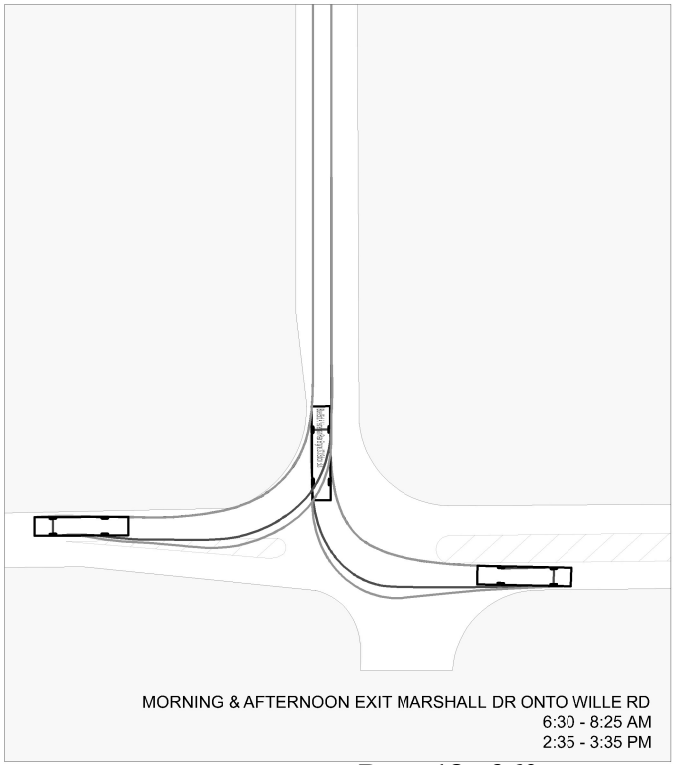
301 W. OAKTON, DES PLAINES, IL

DEPARTURE TURNING MOVEMENT DIAGRAM • BLUE BIRD REAR-ENGINE 273 8' X 40' EXAMPLE



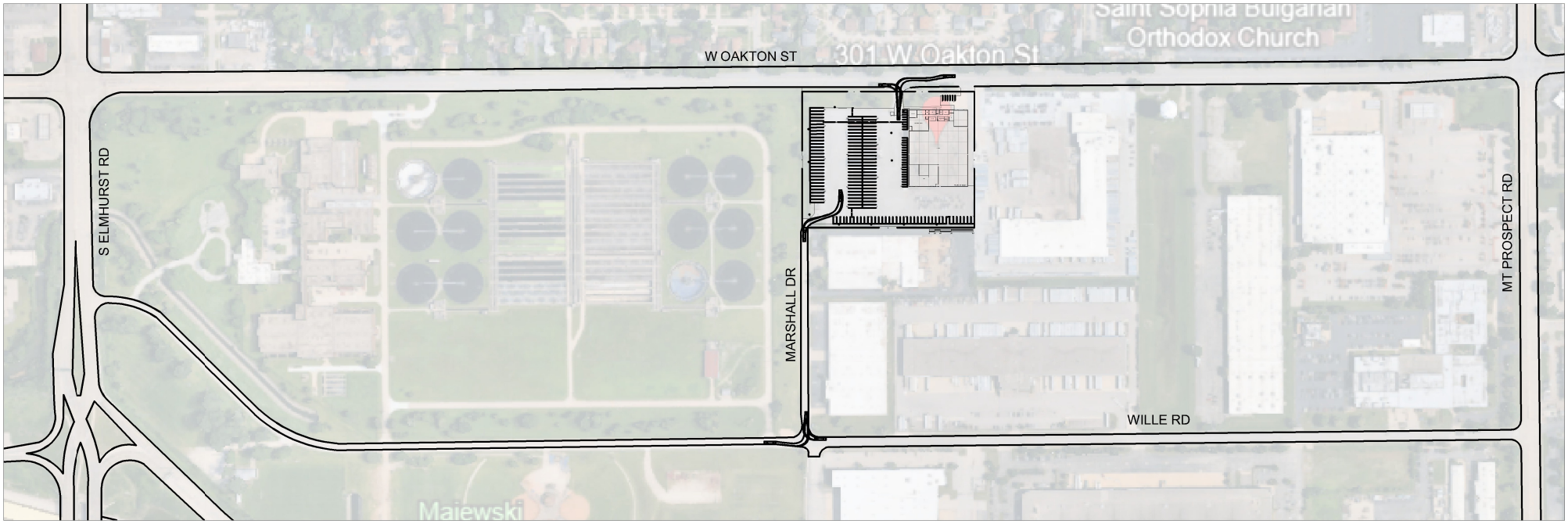


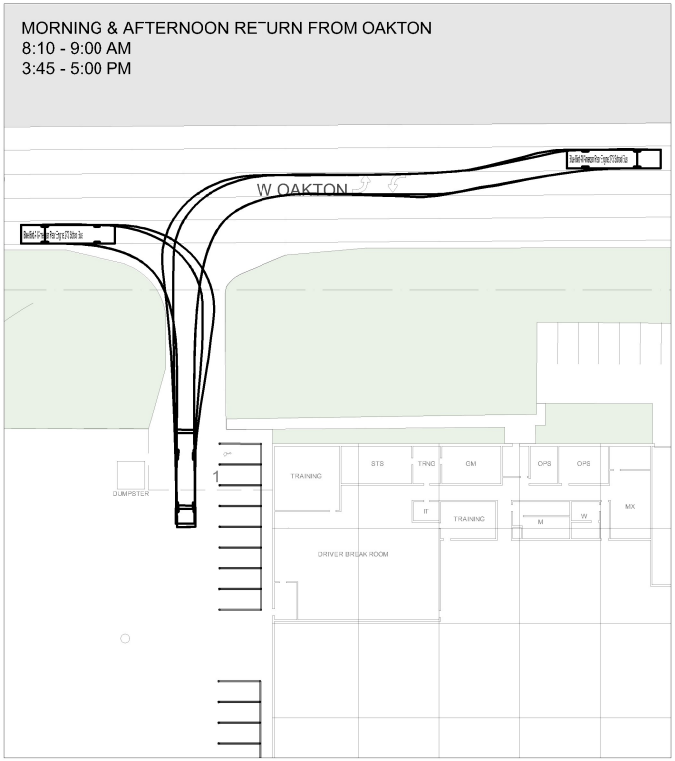


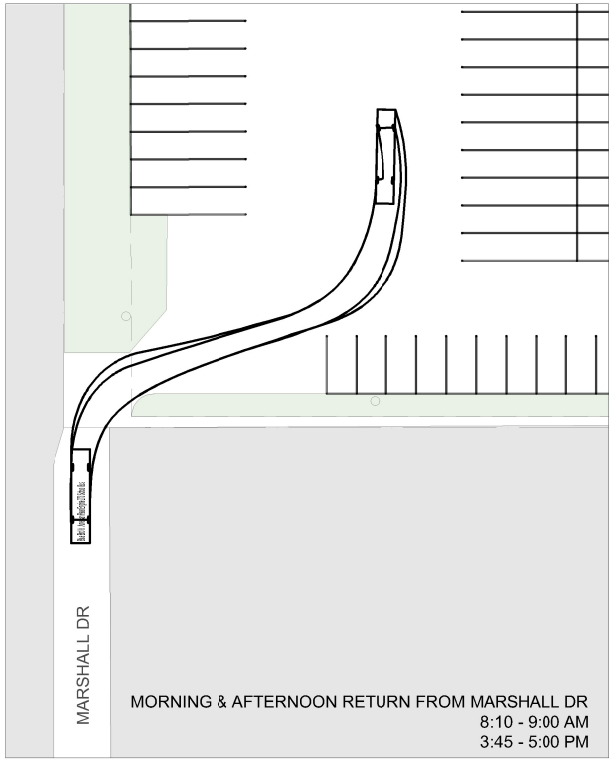


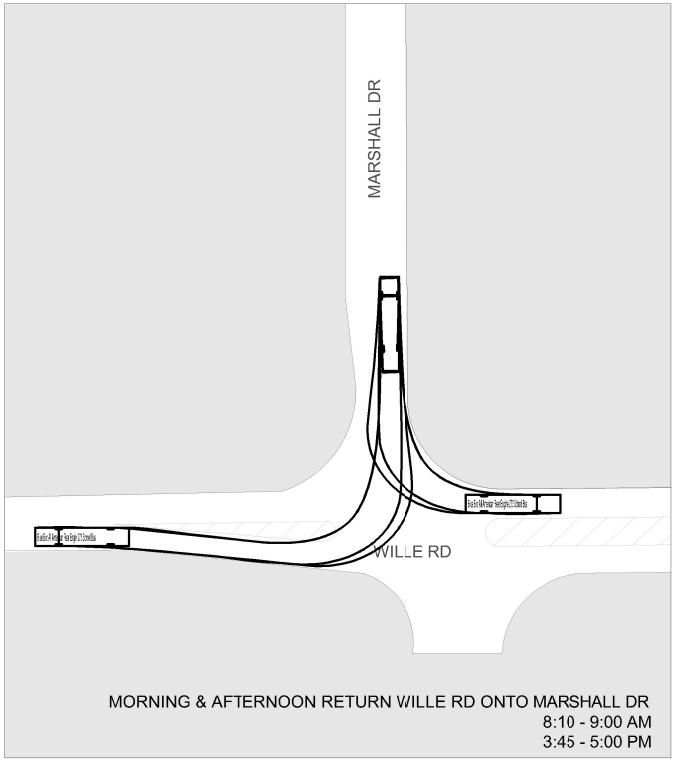
301 W. OAKTON, DES PLAINES, IL

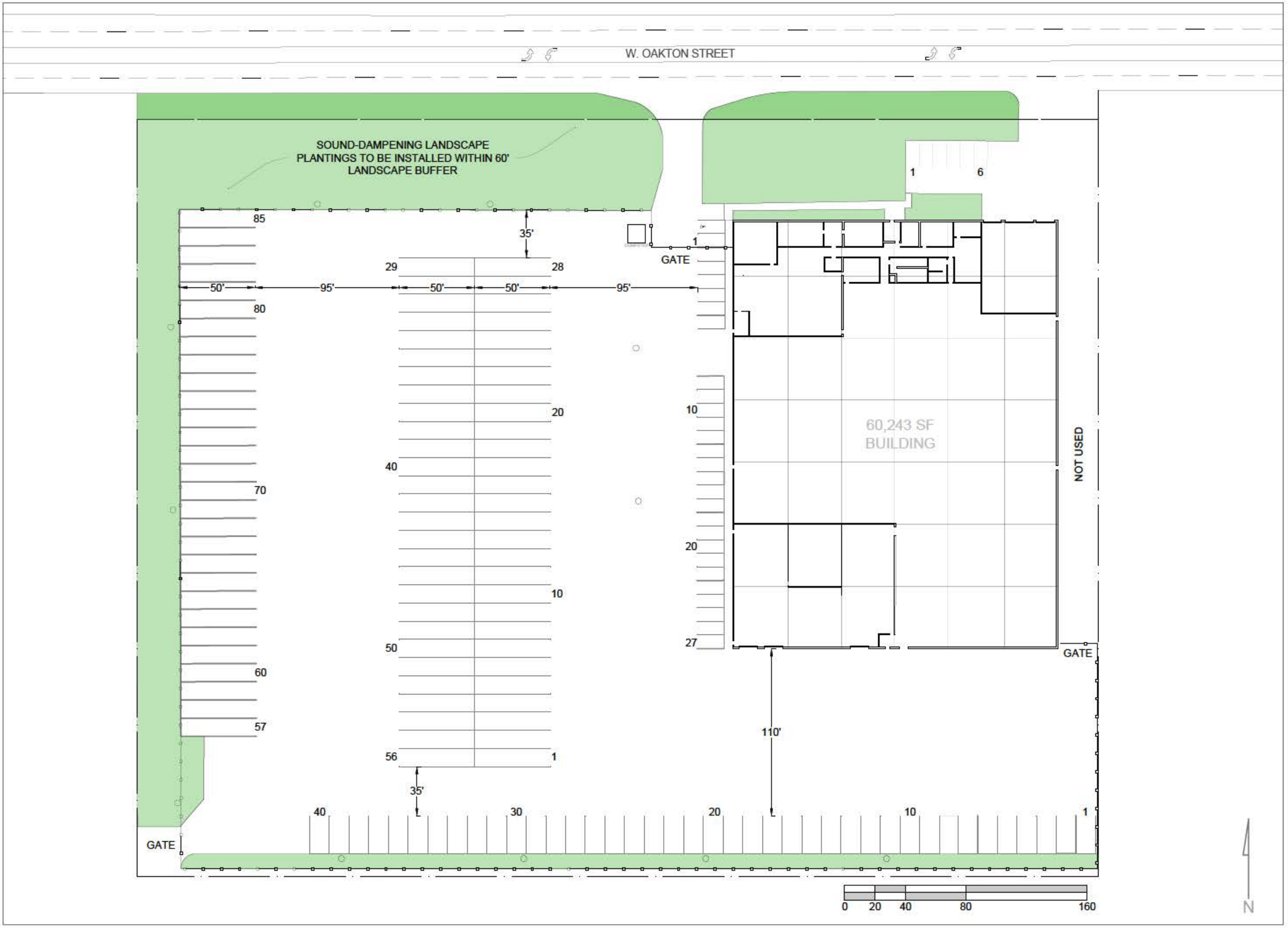
RETURN TURNING MOVEMENT DIAGRAM • BLUE BIRD REAR-ENGINE 273 8' X 40' EXAMPLE





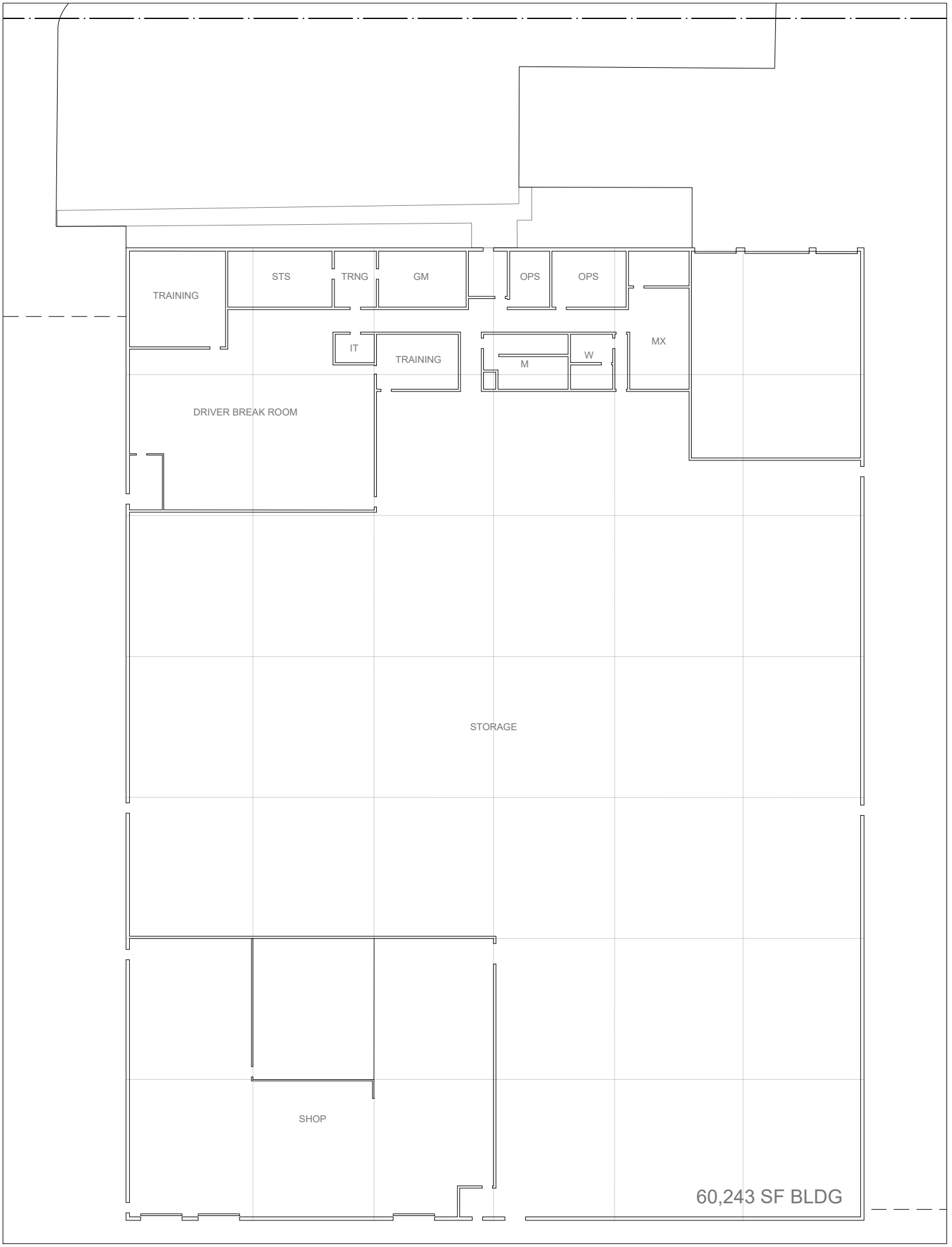






301 W. OAKTON, DES PLAINES, IL

85 BUS POSITIONS • 67 EMPLOYEE PARKING STALLS • 6 GUEST PARKING STALLS


TRAINING
STS
TRNG
GM
OPS
OPS
MX
IT
TRAINING
M
W
DRIVER BREAK ROOM
STORAGE
SHOP
60,243 SF BLDG

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
1420 Miner Street, Des Plaines, IL 60016
P: 847.391.5306 | desplainesil.gov

June 10, 2026

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board – 301 W. Oakton St, Case #26-020-CU

RE: Consideration of Livery Service Conditional Use

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on June 9 2026 to consider the requests.

1. Wesley E. Smith on behalf of the Petitioner Summit School Services presented the request for Livery Service Conditional Use at the subject property – 301 W. Oakton St.

2. PZB members asked a series of general questions, which primarily centered on the distribution of the school bus departures and returns over a given operational period and reiterated that the subject property's access to Oakton St and Marshall Dr provides suitable distributive traffic network.

3. CED staff summarized the staff report with slides providing an analysis of the request and it's low intensity nature.

4. No members of the public spoke on this request.

5. The PZB voted 4-0 to recommend that City Council approve the conditional use request with the one staff recommended condition as written.

Respectfully submitted,

James Szabo
Des Plaines Planning and Zoning Board, Chairman
Cc: City Officials/Aldermen

[redacted]

PENDING APPLICATIONS:

1. **Address:** 301 W Oakton St **Case Number:** 26-020-CU

The petitioner requests Conditional Use approval for a Livery Service/private school bus depot business and any other variations, waivers, and zoning relief as may be necessary.

Petitioner: Summit School Services LLC, 2601 Navistar Dr, Lisle, IL 60532

Owner: GTV Des Plaines LLC, 9500 Bryn Mawr Ave, Suite 103, Rosemont, IL 60018

Chairman Szabo swore in Mr. Wesley Smith representing the petitioner.

Mr. Smith gave a brief description of the request.

Member Fowler asked what school districts do they serve. Mr. Smith said they will initially serve Elk Grove Village with a plan to serve other communities eventually.

Member Veremis asked where they're moving from. Mr. Smith said they are not relocating as this is part of a new contract.

Member Veremis asked if they plan to hire locally. Mr. Smith said they are planning to hire from Des Plaines and nearby communities, including paid CDL training, once they're operational.

Member Veremis said she thinks the proposed use will be less impactful than the current trucking facility on site and asked how the site will be accessed from Marshall. Mr. Smith said there is a driveway and both buses and personal vehicles can access the property.

Chair Szabo asked if this site will require new bus purchases. Mr. Smith said they have other buses in their fleet from a different contract, going on to describe the nature and extent of the company's operations.

Assistant Director Mendel outlined the staff analysis.

Issue: The petitioner requests a Livery Service Conditional Use in the M-2 district at 301 W. Oakton Street.

Petitioner: Summit School Services LLC, 2601 Navistar Drive, Lisle, IL 60532

Owners: GTV Des Plaines LLC, 9500 Bryn Mawr Avenue, Suite 130, Rosemont, IL 60018

Case Number: #26-020-CU

PIN: 08-25-200-004-0000

Ward Number: #8, Alderman Mike Charewicz

Existing Zoning: M-2, General Manufacturing

Existing Land Use: Industrial building/site

Surrounding Zoning:
North: R-3, Townhouse Residential District
South: M-2, General Manufacturing District
East: M-2, General Manufacturing District
West: M-2, General Manufacturing District

Surrounding Land Uses:
North: Townhouse Residences (residential)
South: Manufacturing (industrial)
East: Warehouse (industrial)
West: Metropolitan Water Reclamation District Treatment Plant

Street Classification: West Oakton Street is classified as a minor arterial under IDOT jurisdiction.

Comprehensive Plan: The Comprehensive Plan illustrates this site as industrial.

Property/Zoning History:
The property at 301 W. Oakton Street has been used for industrial uses since the late 1960s. Per City records, a driveway access point to Marshall Drive at the southwest corner of the property was added in 1995.

The following is an aerial photo of the subject property's immediate neighborhood with the subject property outlined in yellow:



CONDITIONAL USE

Request Description:

Overview

The petitioner requests a conditional use to operate a livery service on the subject property as described in the attached Project Narrative. A livery service is a conditional use in the M-2 district. The subject property consists of one 7.29 acre parcel located on the south side of West Oakton Street. It is developed with an industrial building and off-street parking areas.

Proposed Operations

Based on the attached Project Narrative, the site will be used for school bus parking and storage, dispatch and administrative functions, driver staging, training, and other customary operational activities associated with public/private school transportation services.

Operations will occur primarily during the school year with primary operating hours from 5:30 AM to 5:30 PM, Monday to Friday. Peak activity periods are anticipated between approximately 6:30-9:00 AM and 2:00-5:00 PM. The petitioner anticipates 8 full-time and 85 part-time employees, with staggered work schedules based on routing and school schedules.

Proposed Site Plan and Off-Street Parking

As shown in the attached Site and Striping Plan, the site will have 73 passenger vehicle off-street parking spaces for on-site staff and drivers. Additionally, there are 85 bus parking spaces within

the property's fenced off-street area with ample circulation aisles throughout the site providing adequate turn-radiuses for such the typical the active, reserved and/or under-repair school buses.

City Code Section 12-9-7 (Off Street Parking Requirements) does not explicitly list a minimum off-street parking requirement for Livery Services. Therefore, we rely on the petitioner's operational description and traffic study to determine if the subject property may have sufficient off-street parking. With the 73 passenger vehicle parking spaces and 85 bus parking spaces and 74 spaces planned to be open during operating hours, there should be sufficient off-street parking throughout the subject property to accommodate the proposed livery service given the staggered driver start times and that a bus parking space could be used for passenger vehicle parking when busses are in service.

Lastly, the subject property's parking areas do not currently fully comply with City Code Section 12-10-8 (Parking Lot Landscaping) especially regarding the interior parking lot landscaping requirements (i.e. parking space end islands, etc.). Given the existing and proposed site conditions on the attached site and striping plan and the following aerial photo, there is no substantive change to the parking area striping and circulation layout warranting installation of parking lot landscaping requiring the property be brought closer to or into full compliance. Additionally, the large approximately 60-foot-wide landscaped yard along the Oakton Street ROW and the approximately 26-foot-wide landscaped buffer along the west property line provide ample site landscape buffering on the subject property's publicly perceivable sides which should compensate for the existing nonconforming parking lot landscaping within the subject property's site interior.



Traffic Impacts, Access & Circulation
The petitioner's attached traffic study outlines the proposed use's traffic impact patterns during working normal operating hours. The study explains the staggered departure and return dynamics in detail showing that the proposed operation should have no objectively measurable impact on the traffic flow on the surrounding neighborhood roadways. This position is warranted by the provided narrative traffic study and the departure and return exhibits showing use of Oakton Street and Marshall Drive/Wille Road as a method of distributing bus departures and returns throughout the use's operating days of the year.

Lastly, the proposed livery service's peaks are limited to weekdays during the normal school year which is a natural limitation on the breadth of the use's impact. This can be compared to a permitted warehouse/logistics use that could occupy the subject property, which is permitted by-right to operate 24 hours a day, 7 days a week, and all year long.

Standards for Conditional Use: Conditional Use requests are subject to the standards set forth in Section 12-3- 4(E) of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided below and in the attached Petitioner Responses to Standards. For its rationale, the Board may use the responses provided as written, modify them, or adopt its own.

1. **The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:**
   Comment: The property is zoned M-2, General Manufacturing District and a Livery Service is a conditional use within the M-2 zoning district.

2. **The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:**
   Comment: The 2019 Comprehensive Plan Future Land Use Map designates this property for Industrial land uses. The proposed livery service is an industrial use aligning with the Comprehensive Plan and as proposed could be considered a lower intensity industrial land use generally and even within the context of possible livery service operations.

3. **The proposed conditional Use is designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:**
   Comment: The proposed livery service will be located within an existing industrial building that is harmonious and appropriate in appearance to adjacent industrial development along the south side of West Oakton Street. Additionally, the proposed livery service may be a lower intensity peak livery service operation and whose operational peaks will be primarily limited weekdays during the normal school years as opposed to the possible all day/year operations permitted by-right for warehouse/logistics operations.

4. **The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:**

Comment: As stated above, the proposed livery service is a lower intensity peak livery service operation and whose operational peaks will be primarily limited weekdays during the normal school years as opposed to the possible all day/year operations permitted by-right for warehouse/logistics operations.

5. **The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:**
   Comment: The proposed livery service should not have any objectively measurable impact on the adjacent Oakton Street and Marshall Drive/Wille Road streets and will not have any impact on any other essential public facilities.

6. **The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:**
   Comment: The proposed livery service should not create excessive additional requirements at the public expense, especially in relation to the other M-2 district permitted by-right land uses.

7. **The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:**
   Comment: Additionally, as stated above, the proposed livery service is a lower intensity peak livery service operation with operational peaks primarily limited to weekdays during the normal school years as opposed to the possible all day/year operations permitted by-right for warehouse/logistics operations.

8. **The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:**
   Comment: By staggering driver arrival times, bus departure and return times, the school year peak operational periods and the ability to use the adjacent Oakton St and Marshall Dr/Wille Rd distributive road network, the traffic impacts should be nearly immeasurable given the traffic generated by immediate neighboring land uses and the general sub-regional traffic using the Oakton Street corridor.

9. **The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:**
   Comment: The proposed Livery Service will use the existing building and parking area and will not result in a disturbance of natural, scenic, or historic features of major importance.

10. **The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:**

Comment: There should be no other specific additional regulations for the proposed livery service.

PZB Procedure and Recommended Conditions: Under Section 12-3-4.D (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the PZB has the authority to *recommend* that the City Council approve or deny the request. Consideration of the request should be based on a review of the information presented by the petitioner and the findings made above, as specified in Section 12-3-4.E (Standards for Conditional Use) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions.

Condition of Approval:

1. If negative traffic impact complaints are made to the City and the City staff investigates and finds valid negative impacts created by the livery service operation, City staff and the business operator will work together to resolve these negative traffic impacts.

Member Veremis asked if staff knows where the current occupant will be going. Assistant Director Mendel stated Mr. Kurtzweil representing the property owner could address this question. Member Veremis stated it was not necessary.

Chairman Szabo asked for public comment. There was none.

Member Veremis moved and Member Fallico seconded a motion to recommend to City Council approval of the conditional use for a livery service at the subject property with the condition of approval recommended by staff.

AYES: Veremis, Fallico, Fowler, and Szabo

NAYS: None

ABSTAIN: None

MOTION CARRIED

2. **Addresses:** 1641-1647 Oakton Pl **Case Number:** 26-024-CU

The petitioner is requesting a conditional use to allow a food processing establishment comprised of more than 2,500 square feet in the C-3, General Commercial District.

Petitioner: Pronto Panifico LLC, 1641 Oakton Place, Des Plaines, Illinois 60018

Owner: 1649 Oakton Place Plaza LLC, 1225 E. Forest Avenue, Des Plaines, IL 60018

Chairman Szabo swore in Atty. Benjamin Ivory and Peter Burdi representing the petitioners.

Mr. Burdi gave a brief description of their request.

CITY OF DES PLAINES

ORDINANCE Z - 15 - 26

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF A LIVERY SERVICE AT 301 W. OAKTON STREET DES PLAINES, ILLINOIS.

WHEREAS, GTV Des Plaines LLC (***"Owner"***) is the owner of the property commonly known as 301 W. Oakton Street, Des Plaines, Illinois (***"Subject Property"***); and

WHEREAS, the Subject Property is located in the M-2 General Manufacturing District of the City (***"M-2 District"***) and improved with an industrial building and off-street parking areas (***"Current Improvements"***); and

WHEREAS, Summit School Services LLC, an Illinois limited liability company (***"Petitioner"***), desires to operate a livery service, consisting of school bus parking and storage, dispatch and administrative functions, driver staging, training, and other customary operational activities associated with public and private school transportation services (collectively, the ***"Livery Service"***), entirely within the Current Improvements on the Subject Property; and

WHEREAS, the "Des Plaines Zoning Ordinance of 1998," as amended (***"Zoning Ordinance"***), is codified as Title 12 of the City Code of the City of Des Plaines (***"City Code"***); and

WHEREAS, pursuant to Section 12-7-4.E of the Zoning Ordinance, the operation of the Livery Service is permitted in the M-2 District only with a conditional use permit approved by the City Council; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, Petitioner filed, with the consent of the Owner, an application with the City for the approval of a conditional use permit to allow the operation of the Livery Service on the Subject Property (***"Conditional Use Permit"***); and

WHEREAS, within 15 days after the receipt thereof, the Petitioner's application was referred by the Department of Community and Economic Development to the Planning and Zoning Board of the City of Des Plaines (***"PZB"***); and

WHEREAS, within 90 days from the date of the Petitioner's application a public hearing was held by the PZB on June 9, 2026, pursuant to notice published in the *Des Plaines Journal* on May 20, 2026; and

WHEREAS, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Property; and

WHEREAS, during the public hearing, the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable provisions of the Zoning Ordinance; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on June 10, 2026, summarizing the testimony and evidence received by the PZB and stating the PZB's recommendation, by a vote of 4-0, to approve the Conditional Use Permit, subject to certain terms and conditions; and

WHEREAS, the Petitioner made representations to the PZB with respect to the Conditional Use Permit which representations are hereby found by the City Council to be material and upon which the City Council relies in approving the Conditional Use Permit; and

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated June 25, 2026, and has determined that it is in the best interest of the City and the public to approve the Conditional Use Permit in accordance with the provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this Ordinance.

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is legally described as follows:

> THE NORTH 550 FEET (EXCEPT THE EAST 700 FEET THEREOF) AS MEASURED ALONG THE NORTH AND EAST LINES RESPECTIVELY OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING IN OAKTON STEET), IN COOK COUNTY, ILLINOIS.
>
> PIN: 08-25-200-004-0000
>
> Commonly known as 301 W. Oakton Street, Des Plaines, Illinois.

SECTION 3. APPROVAL OF CONDITIONAL USE PERMIT. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this

Ordinance, the City Council hereby grants the Petitioner the Conditional Use Permit to allow the operation of the Livery Service on the Subject Property. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 4. CONDITIONS. The Conditional Use Permit granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

A. Compliance with Law and Regulations. The development, use, operation, and maintenance of the Subject Property and the Livery Service by the Petitioner and Owner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. Except for minor changes and site work approved by the City Director of Community and Economic Development or Director of Public Works and Engineering (for matters within their respective permitting authorities) in accordance with all applicable City standards, the development, use, operation, and maintenance of the Subject Property and the Livery Service by the Petitioner must comply with the following plans and documents:

1. The Project Narrative, prepared by the Petitioner, consisting of four pages, undated, a copy of which is attached to and made a part of this Ordinance as ***Exhibit A***;

2. The Site Plan, prepared by the Petitioner, consisting of one page, undated, a copy of which is attached to and made a part of this Ordinance as ***Exhibit B***; and

3. The Floor Plan, prepared by Petitioner, consisting of one page, undated, a copy of which is attached to and made a part of this Ordinance as ***Exhibit C***.

4. The Traffic Impact Study, prepared by Kenig, Lindgren, O'Hara, Aboona, Inc., consisting of eight pages, and with a latest revision date of May 11, 2026, a copy of which is attached to and made a part of this Ordinance as ***Exhibit D***.

C. Traffic Impact. If negative traffic impact complaints are made to the City regarding the operation of the Livery Service, and the City staff investigates and finds valid negative impacts created by the operation of the Livery Service, City staff and Petitioner will work together to resolve these negative traffic impacts.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than $75.00 or more than $750.00 for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner fails to develop or maintain the Subject Property in accordance with the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the Conditional Use Permit granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the

M-2 District. Further, in the event of such revocation of the Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Owner and the Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner and the Owner.

SECTION 6. BINDING EFFECT. This Ordinance and the privileges, obligations, and provisions contained in this Ordinance run with the Subject Property and inure to the benefit of, and are binding upon, the Owner and the Petitioner, and their respective personal representatives, successors, and assigns, including, without limitation, subsequent purchasers or lessees of the Subject Property.

SECTION 7. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after the occurrence of the following:

A. its passage, approval and publication in pamphlet form as provided by law;

B. the filing with the City Clerk by the Petitioner and the Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance.

Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as ***Exhibit E***;

C. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder; and

D. in the event that the Petitioner or the Owner does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.B of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURES ON FOLLOWING PAGE]

PASSED this _____ day of _____, 2026.

APPROVED this _____ day of _____, 2026.

VOTE: AYES _____ NAYS _____ ABSENT _____

_____
MAYOR

ATTEST:

_____
CITY CLERK

Published in pamphlet form this
_____ day of _____, 2026.

Approved as to form:

_____
CITY CLERK

_____
Peter M. Friedman, General Counsel

DP-Ordinance Approving a Conditional Use Permit (CUP) at 301 W. Oakton Steet.

EXHIBIT A

PROJECT NARRATIVE

PROJECT NARRATIVE

Conditional Use Permit Application
301 W. Oakton Street, Des Plaines, Illinois

Applicant / Tenant

Summit School Services LLC ("Summit School Services")

Property Owner

GTV Des Plaines LLC

Project Description

The applicant is seeking approval of a Conditional Use Permit to allow a school bus operations and dispatch facility to be operated by Summit School Services at the existing industrial property located at 301 W. Oakton Street in Des Plaines, Illinois. The property is located within the M2 General Manufacturing District and is improved with an existing industrial building and associated paved parking and circulation areas.

The proposed use will occur entirely within the existing building and paved site. No expansion of the building footprint or intensification of site coverage is proposed.

Nature of the Proposed Use

Summit School Services is a transportation company providing student transportation services primarily for nearby school districts, with limited and occasional charter or private transportation services. The facility will be used for off-street parking and storage of school buses, dispatch and administrative functions, driver staging, training, and other customary operational activities associated with school transportation services.

Interior space within the building will be used for administrative offices, dispatch, training areas, driver facilities, and limited support functions typical of a transportation operations center.

Hours of Operation

Operations will occur primarily during the school year and generally follow school transportation schedules.

- **Primary operating hours:**
  Monday through Friday, approximately **5:30 AM to 5:30 PM**
- **Peak activity periods:**
  Approximately **6:00–9:00 AM** and **2:00–5:00 PM**
    - Employees will arrive between 5:30-6:30 AM
    - Buses will depart between 6:30-8:25 AM
    - Buses will return between 8:10-9 AM
    - Drivers typically leave the premises by 9:30 AM
    - Drivers return between 1:30-2:30 PM
    - Buses will depart between 2:35-3:35 PM
    - Buses will return between 3:45-5:00 PM
    - Drivers and Employees depart by 5:30 PM
    - Up to 74 buses will depart and return during each of the morning and afternoon operating periods.
- **Weekend activity:**
  Limited and intermittent, averaging **1–2 times per month** for short durations
- **Seasonality:**
  Operations are significantly reduced during summer months when school is not in session

---

Employees

Summit School Services anticipates employing approximately:

- **8 full-time employees**, and
- **85 part-time employees**

Employee schedules are staggered based on routing and school schedules, which limits peak on-site employee presence at any given time.

Parking and Site Circulation

The site provides adequate paved area for bus parking, employee parking, and internal circulation. A total of approximately **158 parking spaces** are provided, inclusive of fleet vehicles and employee parking, including 85 bus positions, 67 employee parking stalls, and 6 guest parking stalls.

Buses will utilize the existing **north and south driveways** for site access. Approximately 44 buses will depart and return using the Oakton St driveway to the north, and approximately 30 buses will depart and return using the Marshall Dr driveway to the south.

Internal circulation will be managed in a **counter-clockwise traffic pattern** to promote safe and efficient vehicle movement and to minimize congestion within the site and at public access points. Bus routes will be designed to maximize righthand turns to and from adjacent thoroughfares.

Compatibility with Surrounding Area

The property is located within an established industrial area characterized by manufacturing, warehouse, and transportation-related uses. The proposed use is consistent with the character and function of the surrounding area and represents an appropriate reuse of an existing industrial facility.

All activities will be conducted within an existing developed site designed to accommodate vehicle-oriented operations, and no adverse impacts to surrounding properties are anticipated.

To minimize effect on residential rear yards across Oakton Street, additional sound-dampening trees and shrubs will be planted within the existing 60-foot landscape setback along Oakton Street.

Conclusion

The proposed use is consistent with the intent of the M2 zoning district and the City's comprehensive planning objectives. It will:

- operate within an existing industrial building;
- utilize existing infrastructure;
- provide transportation services that support local school districts; and
- reduce the impacts associated with the site's prior heavy freight use while remaining compatible with surrounding industrial operations.

While transportation-related uses can, in certain contexts, create higher intensity impacts, the proposed Summit School Services operation has been designed and will be operated in a

manner that minimizes potential impacts on surrounding properties. The site is located within an established industrial corridor and is separated from residential properties to the north by Oakton Street, a multi-lane arterial roadway, in addition to a 60-foot landscape buffer that includes sound-dampening plantings.

Importantly, the property is currently utilized for trucking and logistics operations, and the proposed school bus use represents a comparable, and in many respects less intensive, operation. Vehicle activity will be scheduled and concentrated within defined weekday periods rather than occurring continuously throughout the day or overnight, with significantly reduced activity outside of peak school transportation times and during summer months.

The facility will function as a controlled staging and dispatch operation with no public access and managed internal circulation designed to minimize congestion and idling. Given these operational characteristics and the existing industrial context, the proposed use is not anticipated to create adverse impacts on surrounding properties or nearby residential areas.

Approval of the requested Conditional Use Permit is respectfully requested.

DES PLAINES ILLINOIS

COMMUNITY AND ECONOMIC DEVELOPMENT
1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5306
desplaines.org

STANDARDS FOR CONDITIONAL USES

The Planning and Zoning Board and City Council review the particular facts and circumstances of each proposed Conditional Use in terms of the following standards. Keep in mind that in responding to the items below, you are demonstrating that the proposed use is appropriate for the site and will not have a negative impact on surrounding properties and the community. Please answer each item completely and thoroughly (two to three sentences each).

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;

   The proposed use is a conditional use that is expressly contemplated within the M2 General Manufacturing District. The requested approval follows the City's established process for evaluating uses that are industrial in nature but require case-specific review to ensure site compatibility.

2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

   The proposed use is consistent with the City's comprehensive plan and zoning objectives by placing a transportation-related operational use within an established industrial corridor. The use supports continued employment and reinvestment in an existing industrial property without introducing incompatible residential or commercial activity.

3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;

   The site is located in an area characterized by industrial and transportation-oriented uses, and the proposed use is consistent in scale and appearance with surrounding development. No new buildings or exterior expansions are proposed, and existing paved parking and circulation areas will continue to be used.

4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

   The proposed use will not be hazardous or disturbing to neighboring properties. Operations will occur primarily during weekday daytime hours, and activities will be conducted within an established industrial setting designed to accommodate vehicle-oriented uses.

5. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services;

   The property is fully served by existing public infrastructure, including public streets, utilities, drainage, police, and fire protection. The proposed use does not require extensions or upgrades to public facilities beyond their current capacity.

6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

   The proposed conditional use will not create excessive additional demand on public facilities or services at public expense. Instead, it supports continued economic activity, employment, and productive reuse of an existing industrial property within the City.

7. The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;

   The use will not generate excessive traffic, noise, fumes, glare, or odors beyond what is typical for an industrial transportation-related facility. Bus activity will be concentrated around school transportation schedules, with reduced operations during summer months when school is not in session.

8. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

   Vehicular access to the site utilizes existing driveways and internal circulation patterns designed to accommodate larger vehicles. Bus ingress and egress will be managed entirely on site and will not interfere with traffic flow on surrounding public roadways.

9. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and

   The proposed use does not result in the destruction, loss, or alteration of any natural, scenic, or historic features. All activity will occur on previously developed and paved portions of the site, with no disturbance to undeveloped land.

10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested

    The proposed conditional use complies with all applicable provisions of the Zoning Code and any additional regulations specific to the use. The applicant will continue to comply with all operational conditions imposed as part of the conditional use approval.

Kenig,Lindgren,O'Hara,Aboona,Inc.

9575 West Higgins Road, Suite 400 | Rosemont, Illinois 60018
p: 847-518-9990 | f: 847-518-9987

MEMORANDUM TO: Rachel Field
Transport Properties

FROM: Brendan S. May, PE, PTOE
Principal

Luay R. Aboona, PE, PTOE
Principal

DATE: May 11, 2026

SUBJECT: Traffic Impact Statement
Proposed Bus Storage Facility
Des Plaines, Illinois

This memorandum summarizes the results of a traffic impact statement prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed school bus storage facility to be located in Des Plaines, Illinois. The site is located at 301 W. Oakton Street and is proposed to contain a school bus facility to be used as a dispatch, maintenance, and storage facility for 74 buses. Access will be provided off Oakton Street.

Existing Traffic Conditions

As indicated earlier the site is located at 301 W. Oakton Street. The stie is occupied by an approximately 60,000 square foot industrial building with truck parking. Access is provided off Oakton Street.

Oakton Street is an east-west, minor arterial roadway that provides two travel lanes in each direction separated by a center two-way left lane. Oakton Street is under the jurisdiction of the Illinois Department of Transportation (IDOT), carries an annual average daily traffic (AADT) volume of 22,700 vehicles (IDOT 2019), and has a posted speed limit of 40 miles per hour.

Characteristics of the Proposed Development

As proposed, the plans call for repurposing the site to contain a school bus storage facility for approximately 74 buses and the existing approximately 60,000 square-foot building will remain and will provide repair spaces, training and office space, a driver break room, and storage. The facility will be staffed by approximately eight full time employees and 85 part-time employees and will primarily offer transportation services to nearby school districts and will have occasional charter/private transportation customers. The hours of operation will be Monday through Friday from 5:30 A.M. to 5:30 P.M. with occasional weekend hours from 7:00 A.M. to 9:00 A.M. (one to two times per month). The parking lot will provide a total of 137 parking spaces to accommodate both bus and employee parking. Access to the site will continue to be provided via the existing access drives off Oakton Street.



Aerial View of Site **Figure 1**

Facility Estimated Trip Generation

The number of peak hour trips estimated to be generated by the proposed facility was based on information provided by the operator regarding the departure and return time for buses. Per the provided information, the peak periods of traffic will occur between 6:00 A.M. and 9:00 A.M. and between 2:00 P.M. to 5:00 P.M. and there will be approximately 74 bus drivers.

During the morning peak period, the drivers will arrive at the site and depart in their buses between 6:30 A.M. and 8:30 A.M. These buses will then return between 8:00 A.M. and 9:00 A.M. During the afternoon peak period, buses will depart between 2:30 P.M. and 3:30 P.M. and will return between 3:45 P.M. and 5:00 P.M. With 74 bus drivers and eight full time employees, the facility is anticipated to generate approximately 312 daily trips (buses/personal vehicles).

Based on the anticipated bus schedules, the weekday morning peak hour of traffic is anticipated to occur between 8:00 A.M. and 9:00 A.M. with 182 vehicle trips and the weekday evening peak hour of traffic is anticipated to occur between 4:00 P.M. and 5:00 P.M. with 140 vehicle trips. It should be noted that it was assumed that the eight full time employees arrived during the weekday morning peak hour and departed during the weekday evening peak hour. **Table 1** summarizes the trips projected to be generated by the proposed facility during these peak hours.

Table 1
PROJECTED SITE-GENERATED TRAFFIC VOLUMES

	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Weekday Daily Trips		
	In	Out	Total	In	Out	Total	In	Out	Total
Personal Vehicles	21	74	95	0	74	74	82	82	164
Buses	74	13	87	66	0	66	74	74	148
Total Trips	**95**	**87**	**182**	**66**	**74**	**140**	**156**	**156**	**312**

Traffic and Access Evaluation

Overall, the proposed facility will have a limited impact on the area roadway network due to the following:

- The proposed facility will increase the daily traffic volumes along Oakton Street by less than one percent.
- The trips generated by the facility will not all be new trips to the study area as the facility will be replacing an existing industrial use generating both passenger vehicle and truck traffic.

- Based on available count data at the intersection of Oakton Street with Mt. Prospect Road from 2023, Oakton Street along the site frontage carries approximately 1,500 vehicles during the weekday morning peak hour and 1,800 vehicles during the weekday evening peak hour. The facility will increase the traffic volumes during the peak hours by an average of five percent.

- The facility will utilize existing access drive on Oakton Street which is served by an existing center two-way left-turn lane.

- Inbound and outbound bus activity will be distributed over a two to three hour period during the weekday morning and weekday afternoon.

Conclusion

Based on the preceding evaluation, the following is concluded:

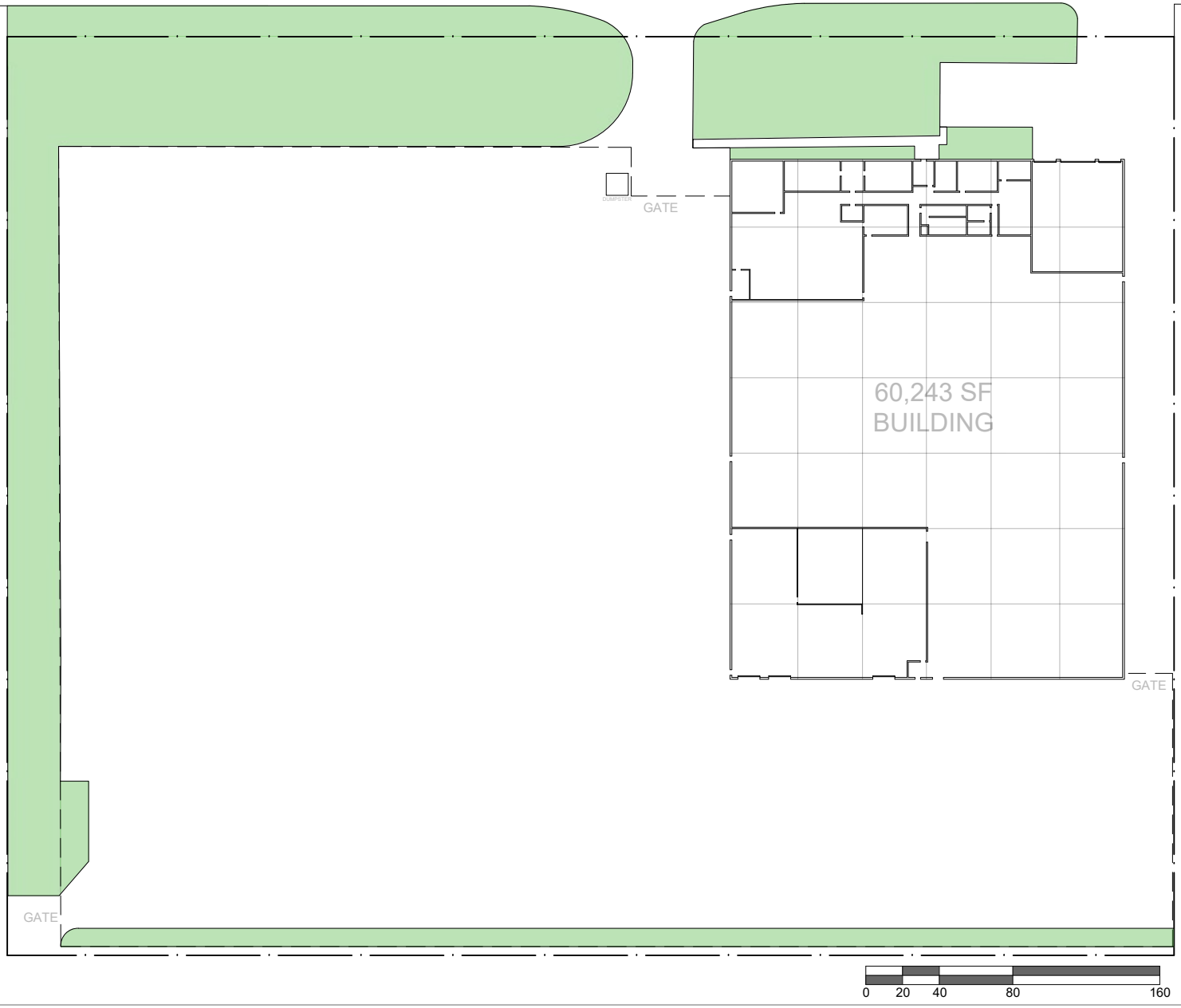
- The volume of traffic generated by the proposed facility will have a limited impact on the operations of the area roadway network.

- The proposed facility will increase the daily traffic volume along Oakton Street by less than one percent.

- The trips generated by the facility will not all be new trips to the study area as the facility will be replacing an existing industrial use generating both passenger vehicle and truck traffic.

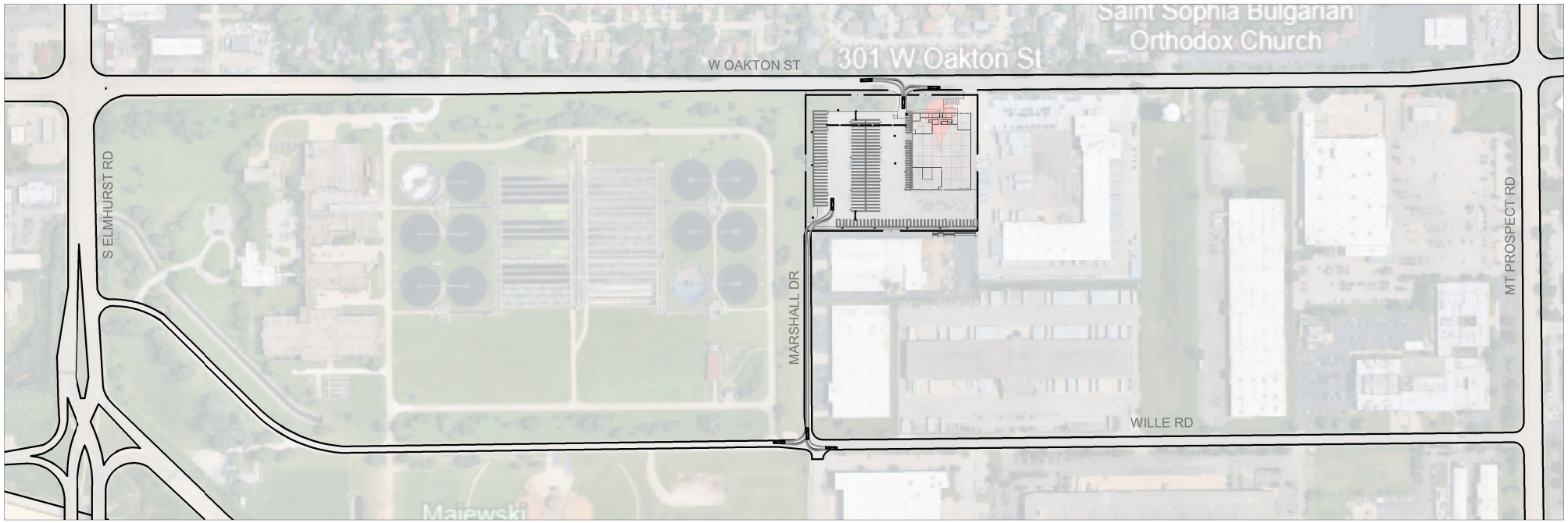
- Oakton Street along the site frontage provides a center two-way left-turn lane.

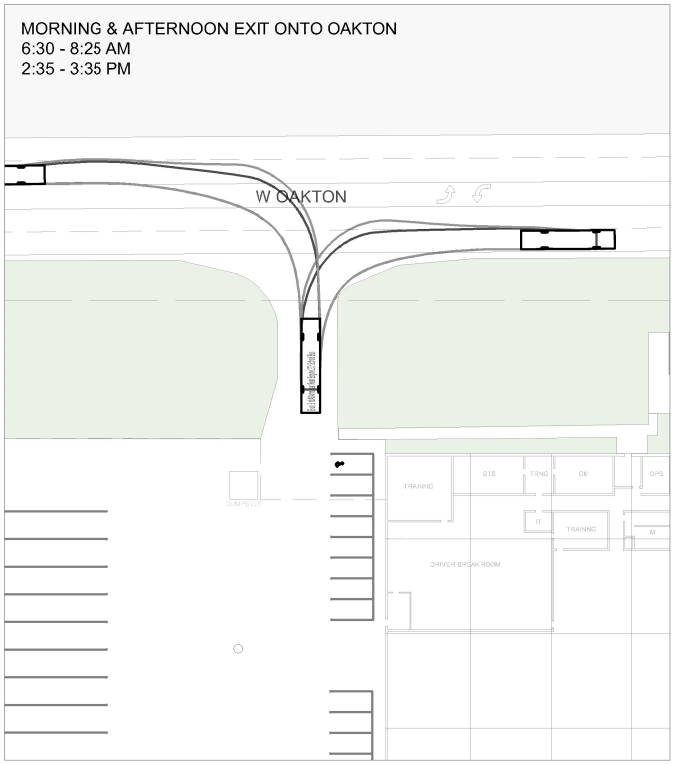
Appendix

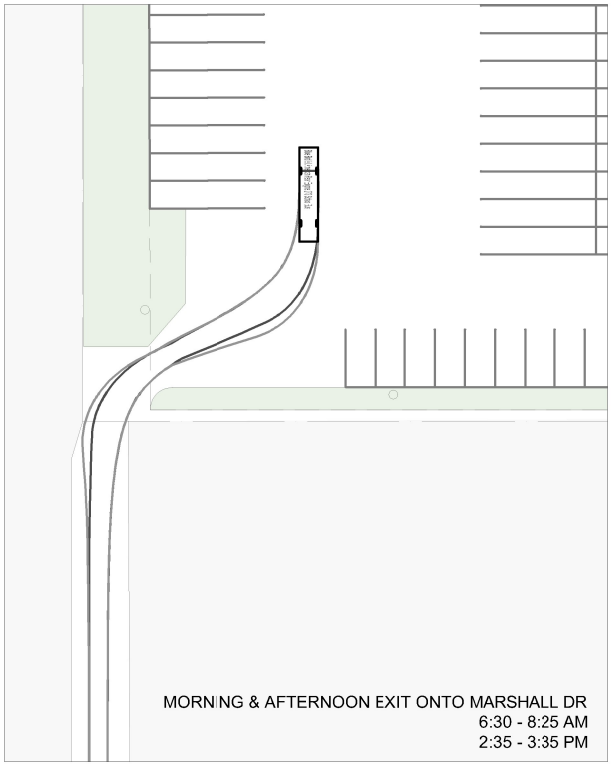

W. OAKTON STREET
GATE
60,243 SF
BUILDING
GATE
GATE
0
20
40
80
160

301 W. OAKTON, DES PLAINES, IL

DEPARTURE TURNING MOVEMENT DIAGRAM • BLUE BIRD REAR-ENGINE 273 8' X 40' EXAMPLE







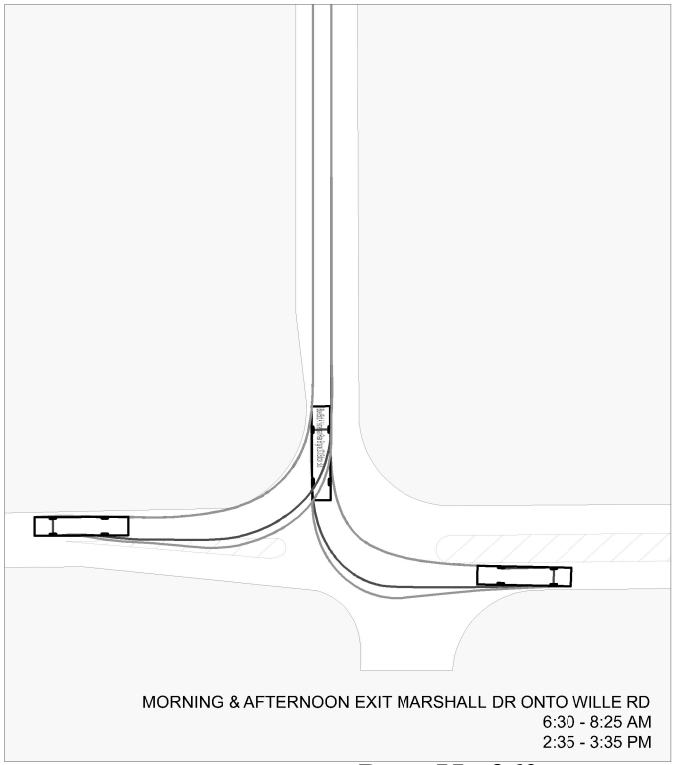
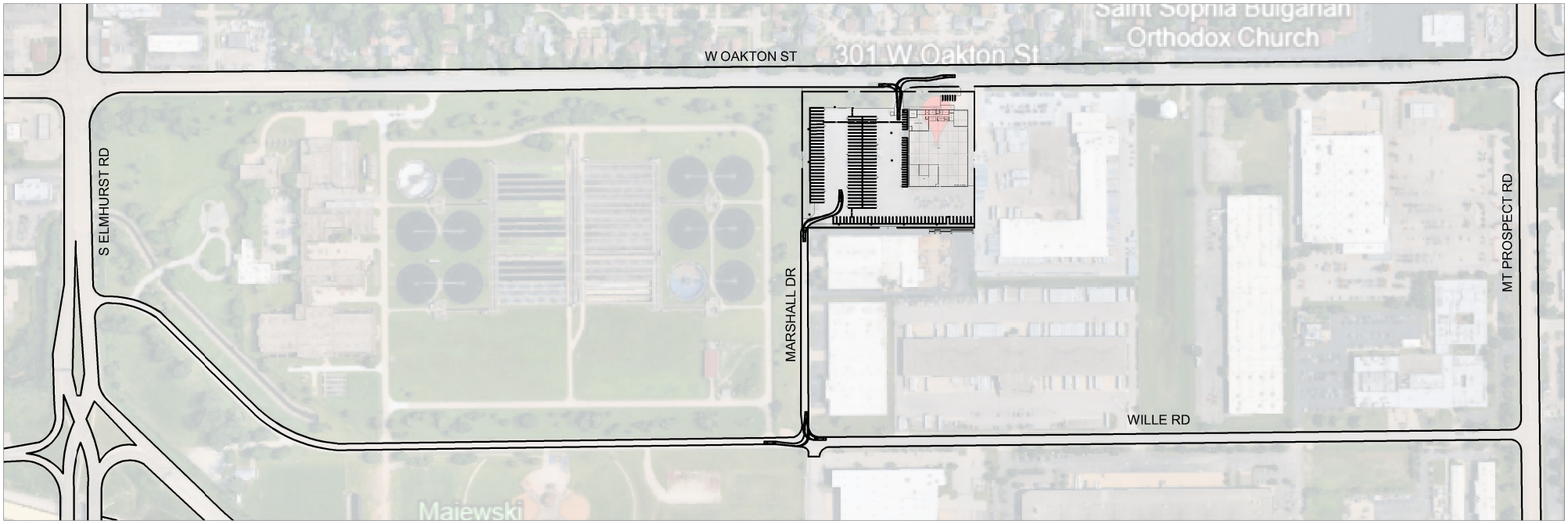
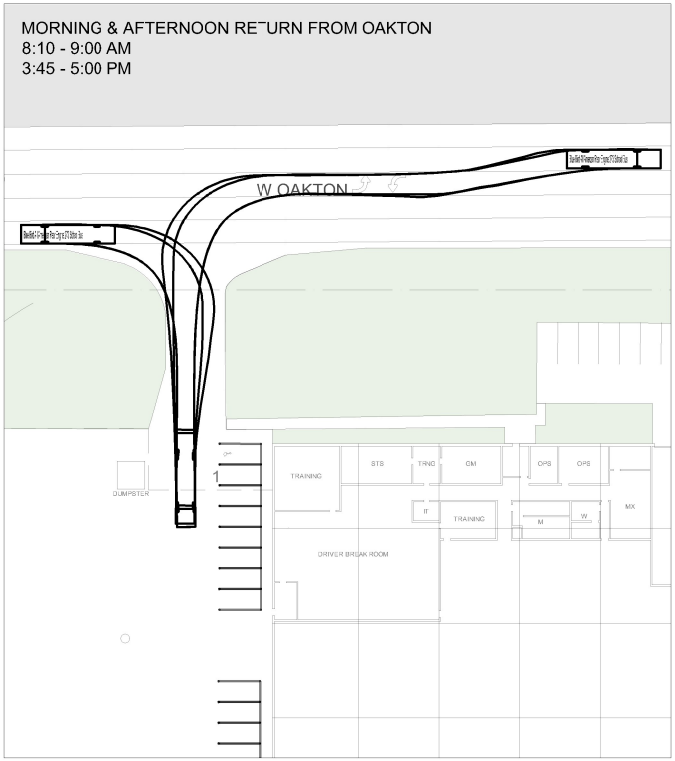


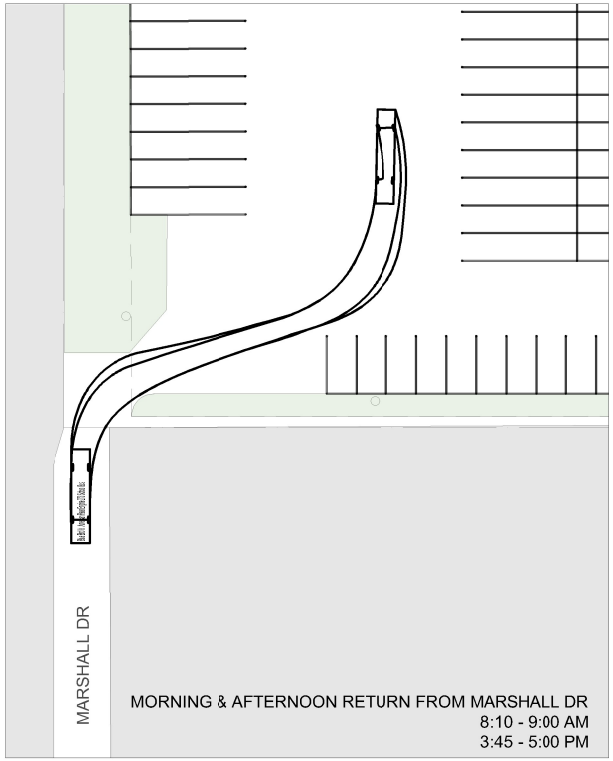
Exhibit A

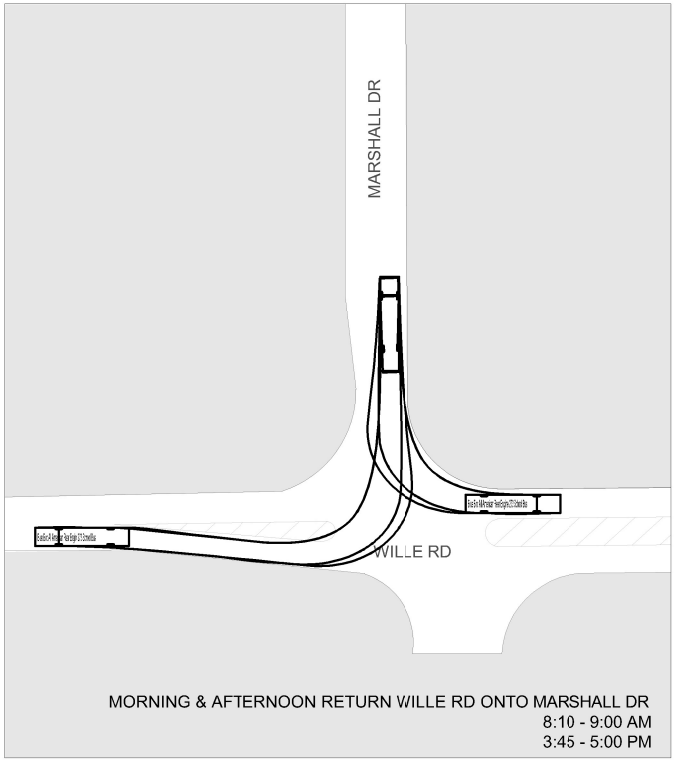
301 W. OAKTON, DES PLAINES, IL

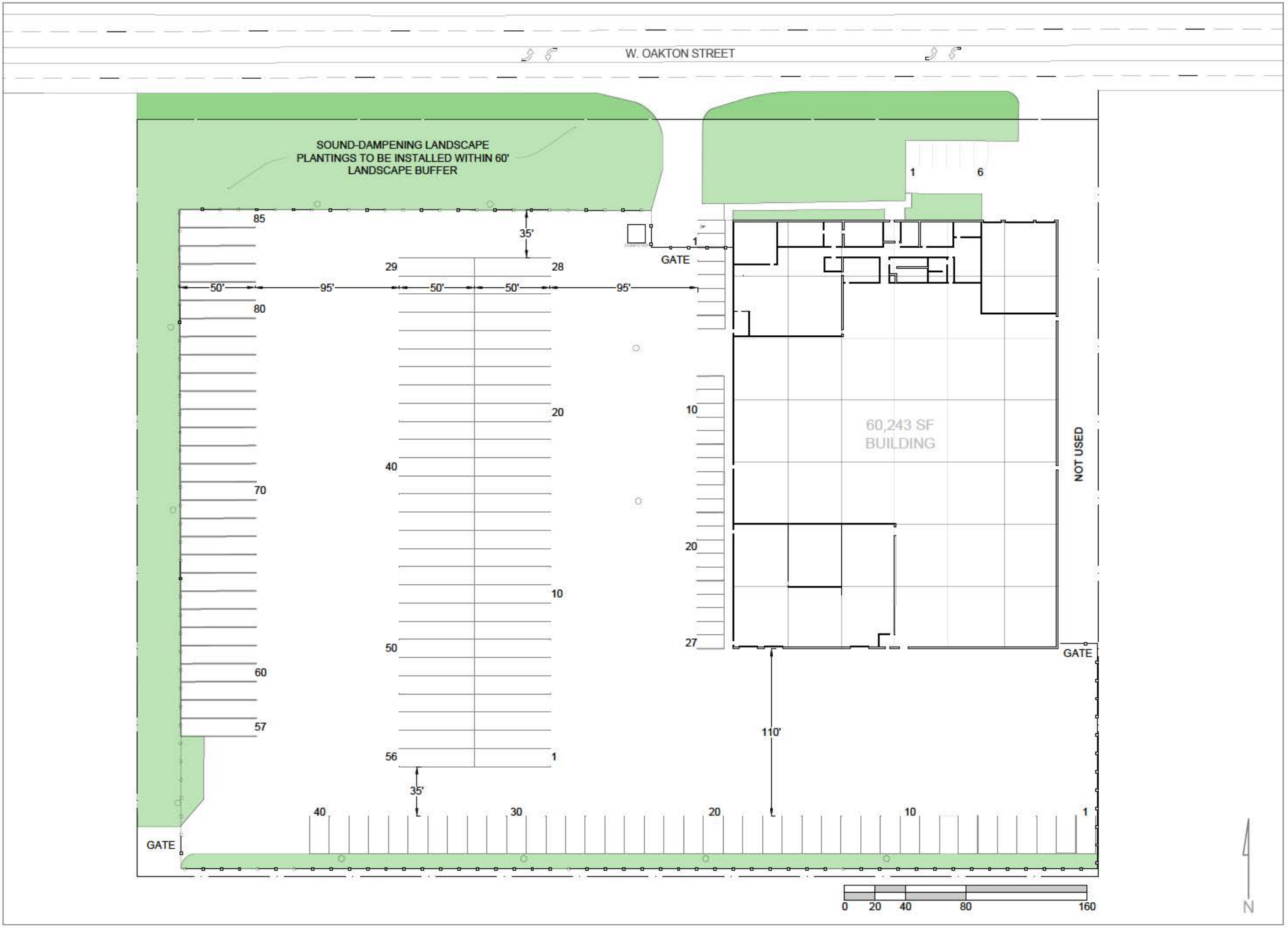
RETURN TURNING MOVEMENT DIAGRAM • BLUE BIRD REAR-ENGINE 273 8' X 40' EXAMPLE











301 W. OAKTON, DES PLAINES, IL

85 BUS POSITIONS • 67 EMPLOYEE PARKING STALLS • 6 GUEST PARKING STALLS

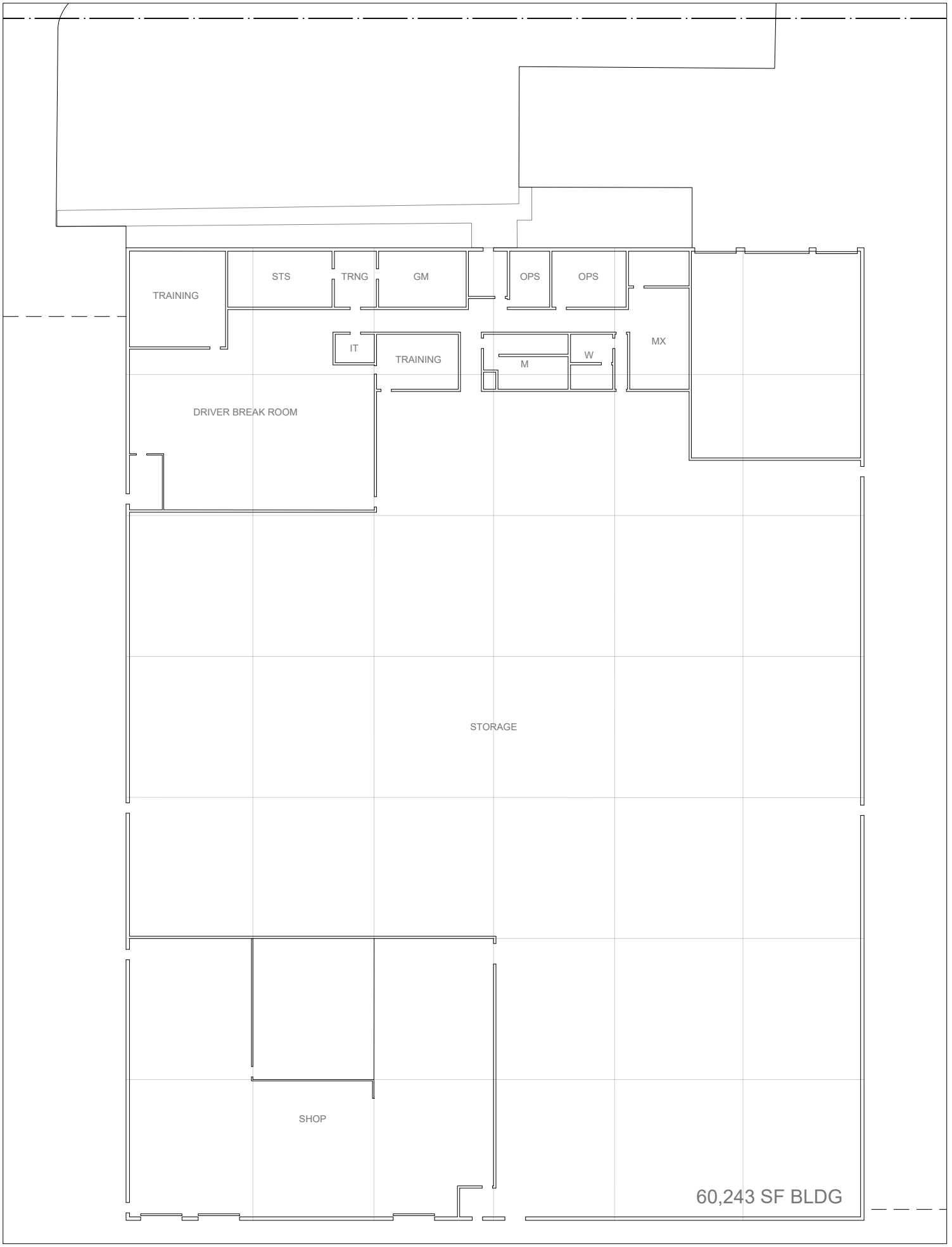

TRAINING
STS
TRNG
GM
OPS
OPS
MX
IT
TRAINING
M
W
DRIVER BREAK ROOM
STORAGE
SHOP
60,243 SF BLDG

EXHIBIT B

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois (***"City"***):

WHEREAS, Ordinance No. Z-15-26 adopted by the City Council of the City of Des Plaines on _____, 2026 (***"Ordinance"***), grants approval of a conditional use permit to allow Summit School Services LLC (***"Petitioner"***) to operate a livery service on the property commonly known as 301 W. Oakton Street, Des Plaines, Illinois (***"Subject Property"***), subject to certain conditions; and

WHEREAS, the Subject Property is owned by GTV Des Plaines LLC (***"Owner"***); and

WHEREAS, the Petitioner and the Owner desire to evidence to the City their unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and their consent to record the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

NOW, THEREFORE, the Petitioner and the Owner do hereby agree and covenant as follows:

1. The Petitioner and the Owner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance.

2. The Petitioner and the Owner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, the adoption of the Ordinance, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and ordinance, and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Petitioner or the Owner against damage or injury of any kind and at any time.

3. The Petitioner and the Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

4. The Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers,

employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with or the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

5. The Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST: **SUMMIT SCHOOL SERVICES LLC**

By:_____ By:_____

Print Name:_____ Its: _____

ATTEST: **GTV DES PLAINES LLC**

By:_____ By:_____

Print Name:_____

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, JULY 6, 2026

CALL TO ORDER

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 7:01 PM in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, July 6, 2026.

ROLL CALL

Roll call indicated the following Aldermen present: Oskerka, Sayad, Merlin, Walsten, Smith and Charewicz. Alderman Chlebek and Moylan were absent. A quorum was present.

PRAYER AND PLEDGE

The prayer and the Pledge of Allegiance to the Flag of the United States of America were offered by Mayor Goczkowski.

PROCLAMATION

Mayor Goczkowski read a proclamation, honoring the 250th anniversary of the United States of America.

PUBLIC COMMENT

KT Peterson from Go Green Des Plaines, encouraged residents to participate in plastic free July and shared their hope to help with conservation efforts of the Methodist Campground. Howard Sloma, resident of 1653 Lunt Ave, requested the City Council to work with the Illinois Department of Transportation to install a stop light at Mannheim Rd and Pratt Ave.

MAYORAL ANNOUNCEMENTS

Mayor Goczkowski thanked City staff for their efforts in making the Taste of Des Plaines and recent Fourth of July festivities possible. He encouraged residents to attend the following upcoming events hosted by the City of Des Plaines:

- Food Truck Round Up: Tuesday, July 21st from 5-8 PM at Metropolitan Square
- Food Truck Round Up: Tuesday, August 18th from 5-8 PM at the Des Plaines Public Library
- National Night Out: Tuesday, August 4th from 5-8 PM at Forest Elementary School and Algonquin Middle School grounds.

Mayor Goczkowski also encouraged residents to participate in the Cross Connection Survey that was mailed to residents to help ensure the continued delivery of safe and clean water throughout the community.

ALDERMAN ANNONCEMENTS

Alderman Merlin thanked residents for attending the previous 5th Ward meeting and expressed appreciation to City staff for their efforts during the Fourth of July festivities.

Alderman Walsten thanked City staff for their efforts during the Fourth of July festivities and encouraged residents to attend the $1 movie showing of The Karate Kid at the Des Plaines Theatre on July 7. He also encouraged residents to participate in the Citizens Utility Board.

Alderman Smith thanked City staff for their efforts during the Fourth of July festivities.

Alderman Charewicz thanked City staff for their efforts during the Fourth of July festivities. He expressed appreciation to the Des Plaines History Center for hosting the Declaration of Independence reading event. He also encouraged residents to visit the City's sustainability

webpage and complete the sustainability survey. Additionally, he informed residents that construction will be taking place on Mannheim Road from Lee Street to Graceland Avenue.

Alderman Oskerka thanked City staff for their efforts during the Fourth of July festivities.

Alderman Sayad thanked City staff for their efforts during the Fourth of July festivities.

Alderman Merlin expressed appreciation to the City Council for its decision to provide funding to the Des Plaines History Center and stated that he is pleased with the organization's recent developments and increased community activity.

CITY CLERK ANNOUNCEMENTS

Clerk Bronakowski thanked City staff for their efforts during the Fourth of July festivities.

MANAGER'S REPORT

City Manager Wisniewski thanked City staff for their efforts during the Fourth of July festivities and the recent Taste of Des Plaines events.

COUNSEL REPORT

No announcements at this time.

CONSENT AGENDA

Moved by Sayad, seconded by Smith, to Establish the Consent Agenda. Upon voice vote, the vote was:

AYES:	6 -	Oskerka, Sayad, Merlin, Walsten, Smith, Charewicz
NAYS:	0 -	None
ABSENT:	2 -	Chlebek, Moylan

Motion declared carried.

Moved by Sayad seconded by Walsten, to Approve the Consent Agenda. Upon roll call, the vote was:

AYES:	6 -	Oskerka, Sayad, Merlin, Walsten, Smith, Charewicz
NAYS:	0 -	None
ABSENT:	2 -	Chlebek, Moylan

Motion declared carried.

Resolution R-156-26, R-157-26, R-158-26, R-159-26, R-160-26, R-161-26 and R-162-26 were approved. Ordinance M-11-26 and M-13-25 were adopted. Regular Meeting Minutes for June 15 were approved.

APPROVING 3-YEAR DACRA MUNICIPAL ENFORCEMENT SOFTWARE LICENSE AGREEMENT WITH DACRA TECH

Resolution R-156-26

Moved by Sayad, seconded by Walsten, to approve Resolution R-156-26, APPROVING 3-YEAR LICENSING AGREEMENT FOR DACRA MUNICIPAL ENFORCEMENT SOFTWARE FROM DACRA TECH, LLC, NTE $126,000 – ADMINISTRATIVE HEARING/TICKET SOFTWARE. Motion declared carried as approved unanimously under Consent Agenda.

APPROVING 2026 EPL MAINTENANCE RENEWAL WITH TYLER TECHNOLOGIES

Resolution R-157-26

Moved by Sayad, seconded by Walsten, to approve Resolution R-157-26, APPROVING 2026 CONTRACT EXPENDITURE FOR EPL MAINTENANCE RENEWAL WITH TYLER TECHNOLOGIES, INC., TROY, MI, $117,897 – IT SOFTWARE MAINTENANCE FUNDS. Motion declared carried as approved unanimously under Consent Agenda.

APPROVING USE OF ASSET FORFEITURE FUNDS FOR PURCHASE OF TWO NIGHT VISION DEVICES FROM GPNVGS

Resolution R-158-26

Moved by Sayad, seconded by Walsten, to approve Resolution R-158-26, APPROVING USE OF ASSET FORFEITURE FUNDS FOR PURCHASE OF TWO NIGHT VISION DEVICES FROM GPNVGS, RAYMORE, MO, NTE $26,098 – NO COST TO CITY. Motion declared carried as approved unanimously under Consent Agenda.

APPROVING TASK ORDER WITH BERGER EXCAVATING CONTRACTORS

Resolution R-159-26

Moved by Sayad, seconded by Walsten, to approve Resolution R-159-26, APPROVING TASK ORDER #15 WITH BERGER EXCAVATING CONTRACTORS, WAUCONDA, IL, $231,345.70 – WATER FUNDS. Motion declared carried as approved unanimously under Consent Agenda.

APPROVING ADDITIONAL FUNDS FOR LEE/FOREST TRAFFIC SIGNAL CONSTRUCTION

Resolution R-160-26

Moved by Sayad, seconded by Walsten, to approve Resolution R-160-26, APPROVING ADDITIONAL FUNDS FOR LEE/FOREST TRAFFIC SIGNAL CONSTRUCTION, $138,254.44 – CAPITAL PROJECTS FUNDS. Motion declared carried as approved unanimously under Consent Agenda.

APPROVING PURCHASE OF EMERGENCY WATER MAIN MATERIALS FROM MID-AMERICAN WATER

Resolution R-161-26

Moved by Sayad, seconded by Walsten, to approve Resolution R-161-26, APPROVING PURCHASE OF EMERGENCY WATER MAIN MATERIALS FROM MID-AMERICAN WATER, WAUCONDA, IL, $159,695.40 – WATER FUNDS. Motion declared carried as approved unanimously under Consent Agenda.

APPROVING PROFESSIONAL SERVICES

Moved by Sayad, seconded by Walsten, to approve Resolution R-162-26, APPROVING PROFESSIONAL SERVICES AGREEMENT WITH BAXTER & WOODMAN CONSULTING ENGINEERS, MOKENA, IL, FOR UTILITY BILLING REVIEW,

AGREEMENT WITH BAXTER & WOODMAN

$43,000 – WATER/SEWER FUNDS. Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-162-26

SECOND READING – ORDINACE M-11-26

Moved by Sayad, seconded by Walsten, to approve Second Reading Ordinance M-11-26, AUTHORIZING CITY COUNCIL TO DISPOSE OF LISTED VEHICLES/EQUIPMENT THROUGH OBENAUF AUCTION SERVICES, INC., ROUND LAKE, IL. Motion declared carried as approved unanimously under Consent Agenda.

SECOND READING – ORDINACE M-13-26

Moved by Sayad, seconded by Walsten, to approve Second Reading Ordinance M-13-26, CONSIDERATION OF ORDINANCE REPEALING CHAPTER 10 OF TITLE 2 AND AMENDING CHAPTER 3 OF TITLE 3 REGARDING DES PLAINES FOREIGN FIRE INSURANCE BOARD. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE MINUTES

Moved by Sayad, seconded by Walsten, to approve the minutes of the City Council meeting of June 15, 2026, as published. Motion declared carried as approved unanimously under Consent Agenda.

UNFINISHED BUSINESS

APPROVING PRELIMINARY PUD, TENTATIVE PLAT, AND CONDITIONAL USE FOR ASSEMBLY USE AT 240, 280, AND 310 POTTER RD.

Ordinance Z-12-26

Community and Economic Development Director Jeff Rogers reviewed a memorandum dated June 30, 2026.

Following the June 1, 2026 City Council meeting, City staff prepared an updated draft of Ordinance Z-12-26 to reflect the conditions approved on first reading. Prior to the June 15, 2026 City Council meeting, the petitioner requested that consideration of the Ordinance be deferred pending submission of proposed amendments. On June 26, 2026, the petitioner submitted a letter to the attention of City Council requesting amendments to the draft Ordinance Z-12-26 to revise conditions two and five. The petitioner requested these proposed changes be considered during the second reading of the Ordinance at the July 7, 2026 City Council meeting.

Summary of Requested Amendments

Section 8, Condition #2: The current draft of the Ordinance includes a condition requiring traffic management for events exceeding 100 attendees. The petitioner requested consideration of an amendment to this draft condition to increase the number of event attendees that would trigger the need for parking management from 100 to 250. The Petitioner also requested that language be added to this condition to clarify that the condition is effective only after a final certificate of occupancy has been issued for the new multi-purpose building and not while current operations with only the church building are in place.

Section 8, Condition #5: The current draft of the Ordinance includes a condition prohibiting the simultaneous use of the church building and new multi-purpose building except on Sundays between 10:00 AM and 1:30 PM. The petitioner requests consideration of an amendment to this condition to allow simultaneous use of both buildings but restrict the total number of occupants to 500, unless a greater occupancy is authorized by the City via a Temporary event license. The proposed revision aims to address the parking concerns on the basis of total occupants rather than specific hours of simultaneous use.

City Clerk Bronakowski read comments submitted by Alderman Chlebek, in which she expressed opposition to the proposed amendment and any future proposed amendments

related to the development.

The petitioner presented proposed adjustments to the amendment and thanked the City Council for considering the request.

Alderman Merlin stated that the discussion represented a positive example of how government can work collaboratively and stated that the revised conditions provide a better approach. He noted that the amendment does not change the proposal but provides additional clarification.

Alderman Smith asked for clarification regarding potential overflow parking issues and coordination with the Maine Township Fire Department. The petitioner stated that Maine Township Fire Department would be able to accommodate the proposed use.

Alderman Sayad asked whether the petitioner had a plan in place to address potential parking overflow. The petitioner stated that volunteers would be present during high-attendance events to assist with traffic flow and parking management.

Alderman Charewicz stated that the request is a conditional use and noted that the City Council retains the authority to modify conditions in the future should issues arise.

Moved by Walsten, seconded by Merlin to Approve Second Reading Ordinance Z-12-26, with requested amendments, CONSIDERATION OF PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD), TENTATIVE PLAT, AND CONDITIONAL USE FOR RESIDENTIALLY ZONED ASSEMBLY USE AT 240, 280, AND 310 POTTER RD. Upon roll call, the vote was:

AYES:	6 -	Oskerka, Sayad, Merlin, Walsten, Smith, Charewicz
NAYS:	0 -	None
ABSENT:	2 -	Chlebek, Moylan

Motion declared carried.

APPROVING ZONING TEXT AMENDMENTS FOR CANNABIS BUSINESS SIGN REGULATIONS

Ordinance Z-13-26

Community and Economic Development Director Jeff Rogers reviewed a memorandum dated June 8, 2026.

At the June 1, 2026 meeting, City Council reviewed the proposed design of the Chicago Mar Thoma Church expansion and building occupancies, specifically the proposal's potential traffic, parking, and neighboring properties impacts, such as sufficient off-street parking, the scale of the expansion, and the new building's uniformity with neighboring properties. The City Council voted 7-1 in favor of the proposal with amendments to Ordinance Z-13-26.

The subject property was annexed into the City in 1960 as multiple single-family residences. Around 1985, the existing church building was constructed with a surface parking area, and operations began in 1986 as noted in the Petitioner's Project Narrative, Responses to Standards, and Existing Condition Photos submittal. The congregation began to grow over the years and in 2018 the parish house was constructed.

Today, the subject property consists of the original church building located at the north end of site, the parish house located at the south end of the site, and a large surface parking lot in between as illustrated on the Plat of Survey. The subject property is entirely within the floodplain, with the southwest corner in the 100-year floodplain and remainder of the site in the 500-year floodplain requiring compliance with Title 14 Flood Controls of the Municipal Code.

Alderman Smith asked about size limitations for cannabis-related signage.

Director Rogers stated that signage for the cannabis dispensary is subject to the same size requirements as any other commercial business.

Alderman Smith requested clarification regarding the use of the word "cannabis" on signage. Director Rogers stated that the City follows state guidelines and does not impose additional limitations on the use of the word "cannabis."

Moved by Charewicz, seconded by Sayad to Approve Second Reading Ordinance Z-13-26, CONSIDERATION OF ORDINANCE APPROVING ZONING TEXT AMENDMENTS FOR CANNABIS BUSINESS SIGN REGULATIONS. Upon roll call, the vote was:

AYES:	6 -	Oskerka, Sayad, Merlin, Walsten, Smith, Charewicz
NAYS:	0 -	None
ABSENT:	2 -	Chlebek, Moylan

Motion declared carried.

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Sayad, Chair

WARRANT REGISTER

Alderman Sayad presented the Warrant Register.

Resolution R-163-26

Moved by Sayad, seconded by Smith to Approve the Warrant Register of July 6, 2026, in the Amount of $6,918,355.84 and Approve Resolution R-163-26. Upon roll call, the vote was:

AYES:	6 -	Oskerka, Sayad, Merlin, Walsten, Smith, Charewicz
NAYS:	0 -	None
ABSENT:	2 -	Chlebek, Moylan

Motion declared carried.

COMMUNITY DEVELOPMENT – Alderman Walsten, Vice-Chair

APPROVING CONDITIONAL USE FOR LIVERY SERVICE AT 301 W. OAKTON ST.

Community and Economic Development Director Jeff Rogers reviewed a memorandum dated June 25, 2026.

Ordinance Z-15-26

The property at 301 W. Oakton Street has been used for industrial use since the late 1960s. Per City records, a driveway access point to Marshall Drive at the southwest corner of the property was added in 1995.

The petitioner requested a conditional use to operate a livery service on the subject property as described in the attached Project Narrative. A livery service is a conditional use in the M-2 district. The subject property consists of one 7.29 acre parcel located on the south side of West Oakton Street. It is developed with an industrial building and off-street parking areas.

The site will be used for school bus parking and storage, dispatch and administrative functions, driver staging, training, and other customary operational activities associated with public/private school transportation services. Operations will occur primarily during the school year with primary operating hours from 5:30 AM to 5:30 PM, Monday to Friday. Peak activity periods are anticipated between approximately 6:30-9:00 AM and 2:00- 5:00 PM. The petitioner anticipates 8 full-time and 85 part-time employees, with staggered work

schedules based on routing and school schedules.

Alderman Charewicz expressed support for the proposal.

Moved by Charewicz, seconded by Sayad to Approve the Ordinance Z-15-26, CONSIDERATION OF ORDINANCE APPROVING CONDITIONAL USE FOR LIVERY SERVICE AT 301 W. OAKTON ST. Upon voice, the vote was:

AYES:	6 -	Oskerka, Sayad, Merlin, Walsten, Smith, Charewicz
NAYS:	0 -	None
ABSENT:	2 -	Chlebek, Moylan

Motion declared carried.

APPROVING CONDITIONAL USE PERMIT AND MAJOR VARIATIONS FOR 1641–1647 OAKTON PL.

Ordinance Z-16-26

Community and Economic Development Director Jeff Rogers reviewed a memorandum dated June 23, 2026.

The business owner operates two businesses in a combined tenant space in the Oakton Place Shopping Center at 1641-1647 Oakton Place. Pronto Sandwiches LLC operates as a dine-in & carry-out sandwich restaurant on the premises comprised of 2,480 square feet. Pronto Panifico LLC is seeking to legalize a recently expanded food processing establishment comprised of an additional 4,547 square feet.

The petitioner describes their business as a production bakery business. Bakery items are produced on the premises for both use in the adjoining sandwich restaurant as well as distribution by employees of the business to retail chains and the other sandwich restaurants operated by the business.

The petitioner's application materials state that approximately nine employees are employed on the premises by this business. The space to be used for this business would require a building permit to legalize equipment and modifications to the space recently undertaken without a building permit. The food processing establishment would operate on weekdays from 4:00 a.m. to 1:00 p.m. Loading of the delivery van would occur daily from 7:00 a.m. to 10:00 a.m.

Alderman Merlin stated that he supports the proposal only if the petitioner completes all required permits.

The petitioner stated that the business cannot begin operations without approval of the petition.

Director Rogers stated that all required permits must be completed and issued before the business may operate.

Alderman Merlin reiterated that the petitioner must complete the permitting process prior to operation.

Director Rogers stated that construction work on the property was completed without required permits and identified multiple hazardous interior construction items that were completed without permits.

Alderman Charewicz stated that the approval would be conditional and would allow the petitioner to begin the permitting process but not operate the business until all requirements are satisfied.

Mayor Goczkowski clarified that the current approved use of the property allows the oven to be used only for restaurant purposes and that additional permits are required for the expanded industrial use.

Director Rogers provided an estimated timeline for completing the required permits, stating that many items could be completed within approximately two weeks. He noted that fire and sprinkler requirements may require additional time and that staff would provide the applicant with a detailed list of required corrections.

Alderman Walsten expressed support for moving forward with the proposal.

Moved by Merlin, seconded by Smith to Approve the Ordinance Z-16-26, CONSIDERATION OF ORDINANCE APPROVING CONDITIONAL USE PERMIT AND MAJOR VARIATIONS FOR FOOD PROCESSING ESTABLISHMENT (PRONTO PANIFICO, LLC) AT 1641–1647 OAKTON PL. Upon voice vote, the vote was:

AYES:	6 -	Oskerka, Sayad, Merlin, Walsten, Smith, Charewicz
NAYS:	0 -	None
ABSENT:	2 -	Chlebek, Moylan

Motion declared carried.

Moved by Merlin, seconded by Smith to Advance to second reading Ordinance Z-16-26, CONSIDERATION OF ORDINANCE APPROVING CONDITIONAL USE PERMIT AND MAJOR VARIATIONS FOR FOOD PROCESSING ESTABLISHMENT (PRONTO PANIFICO, LLC) AT 1641–1647 OAKTON PL. Upon roll call, the vote was:

AYES:	6 -	Oskerka, Sayad, Merlin, Walsten, Smith, Charewicz
NAYS:	0 -	None
ABSENT:	2 -	Chlebek, Moylan

Motion declared carried.

APPROVING CONDITIONAL USE PERMIT AND MAJOR VARIATIONS FOR 1641–1647 OAKTON PL.

Resolution R-164-26 R-165-26

Economic Development Manager Suzy Agular reviewed a memorandum dated June 26, 2026.

The applicant, City of Des Plaines, represented by Mark Rogers, Liston & Tsantilis, is requesting City Council approval of a Resolution designating the property at 678 Lee St as a Blighted Area and approval of a Resolution supporting their application to Cook County for a Class 7b Real Estate Tax Incentive involving Substantial Rehabilitation and Occupation of Abandoned Property with No Special Circumstances.

The subject property consists of approximately 0.18 acres and is improved with a vacant, 10,650- square-foot commercial building. The applicant acquired the property in 2024 and proposes to rehabilitate the existing structure in preparation for future tenant improvements. The applicant has entered into a contingency lease agreement with 10 Scents, LLC, which intends to complete the tenant build-out and construct a proposed three-story dine-in restaurant and event space following the completion of the applicant's rehabilitation work.

Alderman Merlin expressed support for the project and noted that the development would generate significant tax revenue for the city beyond the scope of the current approval.

Moved by Walsten, seconded by Sayad to Approve the Resolution R-164-26, CONSIDERATION OF RESOLUTION DECLARING 678 LEE ST. BLIGHTED AND SUPPORTING COOK COUNTY CLASS 7B REAL ESTATE INCENTIVE FOR THE PROPERTY. Upon roll call, the vote was:

AYES:	6 -	Oskerka, Sayad, Merlin, Walsten, Smith, Charewicz
NAYS:	0 -	None
ABSENT:	2 -	Chlebek, Moylan

Motion declared carried.

Moved by Walsten, seconded by Merlin to Approve the Resolution R-165-26, CONSIDERATION OF RESOLUTION SUPPORTING COOK COUNTY CLASS 7B REAL ESTATE INCENTIVE FOR THE PROPERTY. Upon roll call, the vote was:

AYES:	6 -	Oskerka, Sayad, Merlin, Walsten, Smith, Charewicz
NAYS:	0 -	None
ABSENT:	2 -	Chlebek, Moylan

Motion declared carried.

ADJOURNMENT Moved by Walsten, seconded by Oskerka to adjourn the meeting. Upon voice vote, motion declared carried. The meeting adjourned at 8:25 PM.

_____
Dominik Bronakowski – CITY CLERK

APPROVED BY ME THIS 20th
DAY OF July, 2026

_____
Andrew Goczkowski, MAYOR

DES PLAINES
ILLINOIS

FINANCE DEPARTMENT
1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5300
desplainesil.gov

MEMORANDUM

Date: July 8, 2026

To: Dorothy Wisniewski, City Manager

From: Agnes Podbial, Director of Finance AP

Subject: Resolution R-169-26, July 20, 2026, Warrant Register

---

Recommendation: I recommend that the City Council approve the July 20, 2026, Warrant Register Resolution R-169-26.

Warrant Register……$4,165,377.70

Estimated General Fund Balance

Balance as of 05/31/2026: $22,838,307

Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1st & 2nd installments of property tax revenue.

CITY OF DES PLAINES

RESOLUTION

R-169-26

Be it resolved by the City Council of the City of Des Plaines that the following bills are due and payable and that the Mayor and City Clerk be and are hereby authorized to make payment for same.

July 20, 2026

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund						
Department: 00 - Non Departmental						
1	4630	Resident Ambulance Fees	9168 RMS Receivable Management Services LLC	23-E515640	Medical Reimbursement for DOS 11/30/2023	1,044.92
2	4631	Nonresident Ambulance Fees	9168 RMS Receivable Management Services LLC	24-E1154177	Medical Reimbursement for DOS 11/12/2024	1,782.13
3	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	25-E1378397	Medical Reimbursement for DOS 08/01/2025	145.51
4	4631	Nonresident Ambulance Fees	9535 Western Health Advantage	25-E668402	Medical Reimbursement for DOS 04/13/2025	48.48
5	4631	Nonresident Ambulance Fees	9534 Nowak, Kimberly	26-E1148432	Medical Reimbursement for DOS 03/13/2026	250.00
Total 00 - Non Departmental						**3,271.04**
Elected Office						
Division: 110 - Legislative						
6	6110	Printing Services	1233 Press Tech Inc	57764	Business Cards for Ward 4 Alderman	30.00
Total 110 - Legislative						**30.00**
Division: 120 - City Clerk						
7	6100	Publication of Notices	1050 Journal & Topics Newspapers	196706	Legal Notice 06/24/2026 - 2025 Treasurer's Report	2,800.00
8	6120	Recording Fees	7336 Cook County Clerk	29004302026	Recording Fee for One Plat 04/30/2026	135.00
9	7000	Office Supplies	1644 Warehouse Direct Inc	61647491-0	Two Cases Copy Paper, Utensils, Notebooks	101.13
10	7000	Office Supplies	1644 Warehouse Direct Inc	6164791-1	2 Notebooks	8.58
11	7200	Other Supplies	1644 Warehouse Direct Inc	61647491-0	Two Cases Copy Paper, Utensils, Notebooks	37.70
Total 120 - City Clerk						**3,082.41**
Total 10 - Elected Office						**3,112.41**
City Administration						
Division: 210 - City Manager						
12	6000	Professional Services	9348 CP2 Consulting, Inc.	306	2026-2029 Strategic Planning Consultant Services	5,000.00
13	6005	Legal Fees	8897 Emry Murdoch LLC	12371	Legal Fees - 281-299 River Road Eminent Domain Matter - Mar 2026	1,876.00

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
14	6005	Legal Fees	8897 Emry Murdoch LLC	12437	Legal Fees - 281-299 River Road Eminent Domain Matter - May 2026	5,527.50
15	6005	Legal Fees	8133 Elrod Friedman LLP	28692	5-26 Non-Retainer Matters	7,847.00
16	6005	Legal Fees	8133 Elrod Friedman LLP	28693	5-26 Non-Retainer Matters	793.50
17	6005	Legal Fees	8133 Elrod Friedman LLP	28694	5-26 Non-Retainer Matters	602.00
18	6005	Legal Fees	8133 Elrod Friedman LLP	28703	5-26 Non-Retainer Matters	10,298.50
19	6005	Legal Fees	8133 Elrod Friedman LLP	28704	5-26 Non-Retainer Matters	196.00
20	6005	Legal Fees	8133 Elrod Friedman LLP	28705	5-26 Non-Retainer Matters	98.00
21	6005	Legal Fees	8133 Elrod Friedman LLP	28707	5-26 Non-Retainer Matters	2,936.50
22	6005	Legal Fees	8133 Elrod Friedman LLP	28715	5-26 Non-Retainer Matters	31.00
23	6005	Legal Fees	8133 Elrod Friedman LLP	28718	5-26 Non-Retainer Matters	310.50
24	6005	Legal Fees	8133 Elrod Friedman LLP	MAY 2026 RET	May 2026 Retainer	23,500.00
Total 210 - City Manager						**59,016.50**
Division: 230 - Information Technology						
25	6000	Professional Services	8395 Sentinel Technologies, Inc	INV67019	Professional Services-T&M 6/10/2026	306.00
26	6140	Leases	5109 Konica Minolta Premier Finance	5039137376	Konica Lease 7/1/2026-7/31/2026 R-176-23	8,109.66
27	6300	R&M Software	1035 Dell Marketing LP	10880451927	16 CoPilot Add-On - 6/24/2026	2,000.00
28	6300	R&M Software	9531 Arkance USA LLC	INV80705	Bluebeam Maintenance Renewal 6/22/2026-6/22/2027	6,630.00
29	7320	Equipment < $5,000	1026 CDW LLC	AJ7SC8X	2 Tripp Cat6 1-Ft, 38 6-In	306.48
30	7320	Equipment < $5,000	1026 CDW LLC	AJ7XU8U	I-Pro 2MP OTDR PTZ	2,380.40
31	7320	Equipment < $5,000	1026 CDW LLC	AJ8AU8U	3 I-Pro 60W SGL POE Injector	918.69
32	7320	Equipment < $5,000	1026 CDW LLC	AJ8VN5Z	4 Cisco 1M Cable, 1 3M Cable	903.50
Total 230 - Information Technology						**21,554.73**
Division: 240 - Media Services						
33	6195	Miscellaneous Contractual Services	1320 IL State Police	20260501755	Fingerprint Background Check Services May 2026	27.00

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
34	6195	Miscellaneous Contractual Services	8843 Granicus LLC	228598	Website Redesign Services 1/1/26-12/31/26 R-184-25	26,250.00
35	6195	Miscellaneous Contractual Services	8655 Bluum of Minnesota LLC	732164-1	Renewal for Signage Agreement 6/19/26-6/18/27	636.00
36	6535	Subsidy - Youth Commission	9522 Palace Promos LLC	2026-03	Youth Commission Banner for GEN Center Community Expo 05/05/26	60.00
Total 240 - Media Services						**26,973.00**
Division: 250 - Human Resources						
37	5340	Pre-Employment Testing	8533 Justifacts Credential Verification	422327	5 Pre-Employment Background Screening Services 5/26-6/8/26	879.88
Total 250 - Human Resources						**879.88**
Total 20 - City Administration						**108,424.11**
Department: 30 - Finance						
38	6105	Records Preservation	1370 Microsystems Inc	20260409	Records Preservation Scanning - Warrant 06/17/2026	309.00
39	7000	Office Supplies	1644 Warehouse Direct Inc	6170497-0	4 Boxes of Copy Paper	96.84
Total 30 - Finance						**405.84**
Community Development						
Division: 410 - Building & Code Enforcement						
40	6000	Professional Services	6315 B&F Construction Code Services Inc	72057	Plan Review 06/17/2026 Project # 1137643	350.00
41	6000	Professional Services	6315 B&F Construction Code Services Inc	72058	Plan Review 06/17/206 Project # 1137641	350.00
42	6000	Professional Services	6315 B&F Construction Code Services Inc	72068	Plan Review 06/17/2026 Project # 1137635	350.00
43	6000	Professional Services	6315 B&F Construction Code Services Inc	72094	Plan Review 06/18/2026 Project # 1137172	3,035.00
44	6000	Professional Services	6315 B&F Construction Code Services Inc	72127	Plan Review 06/22/2026 Project # 1137659	350.00
45	6000	Professional Services	6315 B&F Construction Code Services Inc	72154	Plan Review 06/24/2026 Project # 1137707	350.00
46	6005	Legal Fees	8133 Elrod Friedman LLP	28702	5-26 Non-Retainer Matters	138.00
47	6005	Legal Fees	8133 Elrod Friedman LLP	28716	5-26 Non-Retainer Matters	103.50
Total 410 - Building & Code Enforcement						**5,026.50**
Division: 420 - Planning & Zoning						
48	6000	Professional Services	9366 Antero Group LLC, The	CoD-2501.00-2511	Housing Studies - Consulting Service Through 11/2025	3,391.25

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
49	6005	Legal Fees	8133 Elrod Friedman LLP	28695	5-26 Non-Retainer Matters	86.00
50	6005	Legal Fees	8133 Elrod Friedman LLP	28717A	5-26 Non-Retainer Matters	759.50
51	6100	Publication of Notices	1050 Journal & Topics Newspapers	196714	Legal Notice 06/24/26 for PZB Mtg 7/14/26	165.62
Total 420 - Planning & Zoning						**4,402.37**
Total 40 - Community Development						**9,428.87**
Public Works & Engineering						
Division: 100 - Administration						
52	6300	R&M Software	9016 Dig-Smart LLC	1675	Annual Software Renewal 07/22/26-07/22/27	9,000.00
Total 100 - Administration						**9,000.00**
Division: 520 - Geographic Information Systems						
53	6195	Miscellaneous Contractual Services	1107 Ayres Associates	230816	TO #1 Ayres Ortho Update Mapping 2026 R-25-26 - 5/10-6/6/26	9,000.00
Total 520 - Geographic Information Systems						**9,000.00**
Division: 530 - Street Maintenance						
54	6195	Miscellaneous Contractual Services	9373 City Escape Garden and Design LLC	16036	Summer Annuals - 06/15/2026, R-175-25	18,372.00
55	6195	Miscellaneous Contractual Services	9373 City Escape Garden and Design LLC	16037	Irrigation Repairs - Graceland/Miner - 06/01/2026	2,680.00
56	6195	Miscellaneous Contractual Services	9373 City Escape Garden and Design LLC	16038	Irrigation Repairs - Metro Square - 05/01/2026 & 05/20/2026	4,553.00
57	6195	Miscellaneous Contractual Services	9373 City Escape Garden and Design LLC	16041	Flower Planting - City Hall - 06/15/2026	3,908.00
58	6195	Miscellaneous Contractual Services	9373 City Escape Garden and Design LLC	16042	Annual Flowers - Police Station - 06/15/2026	3,237.75
59	6195	Miscellaneous Contractual Services	1044 H&H Electric Co	48971	EVP Repairs - Oakton/White - 05/12/2026	1,013.70
60	6195	Miscellaneous Contractual Services	9493 C.R. Schmidt, Inc.	5243	Brick Paver Repairs - 05/31/2026, R-121-26	9,590.00
61	6195	Miscellaneous Contractual Services	9493 C.R. Schmidt, Inc.	5261	Brick Paver Repairs - Downtown - 06/24/2026, R-121-26	13,110.00
62	7000	Office Supplies	1644 Warehouse Direct Inc	6145586-0	Copy Paper, Paper Rolls, Lysol, Lysol Wipes - PW	95.97

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
63	7030	Supplies - Tools & Hardware	1484 Thompson Rental Station Inc	627601-3	5 Gals Fuel	89.55
64	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	71542	Bungees, Cable Ties, Tape, Ratchets, Etc. - PW	259.40
65	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	9522	Trufuel	35.96
66	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI21668059	3 Fiberglass Handles & Fuel	358.95
67	7050	Supplies - Streetscape	8855 Mulch Center, The	INV168760	15 Cu Yds Mulch - Tree Planting - 06/19/2026	465.00
68	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10627652	3.0 Cu Yds Topsoil - Restorations - 06/17/2026	105.00
69	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10627675	1.0 Cu Yds Topsoil - Restorations - 06/17/2026	35.00
70	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10627826	1.0 Cu Yds Topsoil - Restorations - 06/18/2026	35.00
71	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	186412	3.03 Tons Asphalt - 04/30/2026	209.07
72	7055	Supplies - Street R&M	2016 Signarama	46449	5 Corrugated Plastic Signs	262.50
73	7200	Other Supplies	1057 Menard Incorporated	71554	84 Cases Bottled Water - Taste of Des Plaines	292.32
74	7200	Other Supplies	1057 Menard Incorporated	71708	Wasp & Hornet Spray	7.94
Total 530 - Street Maintenance						**58,716.11**

Division: 535 - Facilities & Grounds Maintenance						
75	6000	Professional Services	9385 Studio 222 Architects LLC	2026-0330	TO #1 Concept Redesign - Lee/Library Park - 04/30/2026, R-216-25	1,500.00
76	6135	Rentals	1047 Home Depot Credit Svcs	8904186	Refund - Tool Rental - 678 Lee - 01/28/2026	(142.28)
77	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1452917	Pest Control - Fire Station #61 - 05/01/2026	55.00
78	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1465162	Pest Control - Police Station - 06/04/2026	60.00
79	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1465164	Pest Control - City Hall - 06/04/2026	60.00
80	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1465213	Pest Control - Metra Train Station - 06/04/2026	50.00
81	6195	Miscellaneous Contractual Services	1320 IL State Police	20260501755	Fingerprint Background Check Services May 2026	27.00

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
82	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4273089639	Mat Service - Metra Train Station - 06/19/2026	43.09
83	6195	Miscellaneous Contractual Services	9023 Granite Telecommunications LLC	745604672	Elevator Communications - Civic Deck - 05/01/2026	302.68
84	6195	Miscellaneous Contractual Services	5214 State Industrial Products	904252521	Wastewater Program - City Hall 06/20/2026	373.13
85	6315	R&M Buildings & Structures	8364 Super Electric Construction Company	46322	TO#3 Electrical Install - Fire Station #61 - 06/22/2026	5,470.00
86	6315	R&M Buildings & Structures	9493 C.R. Schmidt, Inc.	5243	Brick Paver Repairs - 05/31/2026, R-121-26	14,385.00
87	6315	R&M Buildings & Structures	9493 C.R. Schmidt, Inc.	5261	Brick Paver Repairs - Downtown - 06/24/2026, R-121-26	19,665.00
88	6315	R&M Buildings & Structures	9427 Door Systems ASSA ABLOY	967837	Overhead Door Install - City Hall - 04/24/2026	9,300.00
89	6315	R&M Buildings & Structures	8772 Helm Service	CHI148932C	HVAC Preventative Maintenance - City Hall - June 2026	2,896.00
90	6315	R&M Buildings & Structures	8772 Helm Service	CHI148933C	HVAC Preventative Maintenance - 14 Buildings - June 2026	10,588.69
91	6315	R&M Buildings & Structures	8772 Helm Service	CHI208344	Compressor Repair - City Hall - 03/19/2026	571.00
92	6315	R&M Buildings & Structures	8772 Helm Service	CHI209595	HVAC Repair - Theater - 06/07/2026	849.00
93	6315	R&M Buildings & Structures	1544 Fox Valley Fire & Safety Company Inc	IN00856740	Fire Alarm Monitoring - Food Pantry - May 2026	210.00
94	7000	Office Supplies	1644 Warehouse Direct Inc	6145586-0	Copy Paper, Paper Rolls, Lysol, Lysol Wipes - PW	95.97
95	7025	Supplies - Custodial	1029 Cintas Corporation	4273089710	Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc.- PW	289.74
96	7025	Supplies - Custodial	1057 Menard Incorporated	71711A	Disinfectant Cleaner	11.79
97	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	4512670	Nut Driver, Pliers, Pipe Wrench, Fish Rod Set, Etc.	227.84
98	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	71536	AA Batteries & 1.5V Batteries	24.17
99	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	9524714	Utility Knives	15.97
100	7030	Supplies - Tools & Hardware	2313 City Electric Supply Company (CES)	DEP/084850	Band Saw, Teeth Hole, Hole Saw - PW	84.77
101	7035	Supplies - Equipment R&M	1057 Menard Incorporated	69815	Caulk Adhesive & Concrete Repair	9.83

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
102	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1198107	Key Blanks - Police Station	27.00
103	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1198395	3 Key Blanks - City Hall	81.00
104	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2611233	Wire, Circuit Breaker Finder, Etc. - PW	692.91
105	7045	Supplies - Building R&M	1057 Menard Incorporated	68625	LED Lights - Gun Range	100.92
106	7045	Supplies - Building R&M	1057 Menard Incorporated	69035	Screws - City Hall	19.14
107	7045	Supplies - Building R&M	1057 Menard Incorporated	69330	Washers, Tapcons, Drill Bits - Police Station	31.92
108	7045	Supplies - Building R&M	1057 Menard Incorporated	69587	2 Aerators - City Hall	15.18
109	7045	Supplies - Building R&M	1057 Menard Incorporated	69808	Copper Pipes. Elbows, Tube Caps, Valves, Clamps, Etc. - FS #61	238.21
110	7045	Supplies - Building R&M	1057 Menard Incorporated	70185	Time Switch & Fender Washers - Fire Station #63	94.68
111	7045	Supplies - Building R&M	1057 Menard Incorporated	71491	Body Filler, Toggle Bolts, Flap Disc, Spreaders - City Hall	31.60
112	7045	Supplies - Building R&M	1057 Menard Incorporated	71528	2 White Egg Crates - City Hall	39.96
113	7045	Supplies - Building R&M	1057 Menard Incorporated	71537	Broom, Dustpan, Connector, Bolts, Etc. - PW	98.54
114	7045	Supplies - Building R&M	1057 Menard Incorporated	71886A	Paint - Fire Station #63	8.97
115	7045	Supplies - Building R&M	1057 Menard Incorporated	71889	Conduit, Cover Blanks, Clamps, Hangers, Connectors - PW	173.89
116	7045	Supplies - Building R&M	1057 Menard Incorporated	71890	Light Bulbs - PW	9.17
117	7045	Supplies - Building R&M	1057 Menard Incorporated	71936	Brushes & PVC Old Works Brackets - Police Station	20.54
118	7045	Supplies - Building R&M	1057 Menard Incorporated	71985	Furring, Stud, Screws, Drill/Drivers - Police Station	185.72
119	7045	Supplies - Building R&M	1057 Menard Incorporated	72001	24 Furring Strips - Police Station	52.32
120	7045	Supplies - Building R&M	5214 State Industrial Products	904252392	Restroom Program - Drain Treatment Supplies - Police Station	328.92
121	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	9560	Fasteners, Welded Ring, Cold Shut - Metra Train Station	8.57
122	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	9563	Bolt Eye & Cold Shut - Metra Train Station	4.30

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
123	7045	Supplies - Building R&M	1043 WW Grainger Inc	9951248500	2 Door Locks - City Hall	2,045.56
124	7045	Supplies - Building R&M	1043 WW Grainger Inc	9954857992	Circuit Breaker - PW	100.42
125	7045	Supplies - Building R&M	1043 WW Grainger Inc	9961622058	Circuit Breaker - PW	164.23
126	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/084718	Switchable Lighting - Fire Station #61	200.67
127	7140	Electricity	1033 ComEd	0824348000-06/26	Electricity Service 05/08-06/09/2026	44.16
128	7140	Electricity	1033 ComEd	3011245000-06/26	Electricity Service 05/08-06/09/2026	121.75
129	7140	Electricity	1033 ComEd	3107035000-06/26	Electricity Service 05/08-06/09/2026	1,358.53
130	7140	Electricity	1033 ComEd	3329105000-06/26	Electricity Service 05/08-06/09/2026	46.24
131	7140	Electricity	1033 ComEd	3508735000-06/26	Electricity Service 05/08-06/09/2026	41.52
132	7140	Electricity	1033 ComEd	3983754111-06/26	Electricity Service 05/18-06/17/2026	5,559.45
133	7140	Electricity	1033 ComEd	4441545000-06/26	Electricity Service 05/08-06/09/2026	46.97
134	7140	Electricity	1033 ComEd	4572894000-06/26	Electricity Service 05/08-06/09/2026	532.27
135	7140	Electricity	1033 ComEd	5423445000-06/26	Electricity Service 05/08-06/09/2026	433.43
136	7140	Electricity	1033 ComEd	5469245000-06/26	Electricity Service 05/08-06/09/2026	121.75
137	7140	Electricity	1033 ComEd	6037992222-06/26	Electricity Service 05/08-06/09/2026	60.69
138	7140	Electricity	1033 ComEd	6162935000-06/26	Electricity Service 05/08-06/09/2026	59.84
139	7140	Electricity	1033 ComEd	7212912000-06/26	Electricity Service 05/10-06/09/2026	108.61
140	7140	Electricity	1033 ComEd	7701345000-06/26	Electricity Service 05/08-06/09/2026	44.16
141	7140	Electricity	1033 ComEd	8526480084-06/26	Electricity Service 05/08-06/10/2026	60.43
142	7140	Electricity	1033 ComEd	9356421310-06/26	Electricity Service 05/08-06/09/2026	358.57
143	7140	Electricity	1033 ComEd	9855725000-06/26	Electricity Service 05/08-06/09/2026	79.62
144	7145	Water/Sewer	1031 Des Plaines, City of	71090117-4 05/26	Utility Billing - 678 Lee - 03/31-05/31/2026	49.14
145	7145	Water/Sewer	1031 Des Plaines, City of	71110082-3 05/26	Utility Billing - 1460 Miner - 04/30-05/31/2026	226.08
146	7200	Other Supplies	1057 Menard Incorporated	68867A	14 Cases Bottled Water - City Hall	48.72

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
147	7200	Other Supplies	1057 Menard Incorporated	69452	14 Cases Bottled Water - City Hall	48.72
Total 535 - Facilities & Grounds Maintenance						**81,248.38**
Division: 540 - Vehicle Maintenance						
148	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling LLC	3257420	64 Tires Recycled - 06/13/2026	486.57
149	6115	Licensing/Titles	8938 James Drive Safety Lane LLC	INV-2224	Safety Lane Inspections - PW - 06/01-06/14/2026	205.00
150	6135	Rentals	1029 Cintas Corporation	4268302791	Mechanic's Uniform Rental - 05/06/2026	263.21
151	6135	Rentals	1029 Cintas Corporation	4272826555	Mechanic's Uniform Rental - 06/17/2026	263.21
152	6135	Rentals	1029 Cintas Corporation	4273556337	Mechanic's Uniform Rental - 06/24/2026	263.21
153	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	56230372	Cylinder Rental - 03/20-04/20/2026	1,595.42
154	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	57411245	Cylinder Rental - 05/20-06/20/2026	1,588.22
155	6305	R&M Equipment	2168 Petroleum Technologies Equipment, Inc	187762	Replace Interstitial Sensor - PW 5PW3 - 04/22/2026	1,679.40
156	6305	R&M Equipment	2168 Petroleum Technologies Equipment, Inc	187774	Anti Siphon Valve Install - PW 9110 - 05/02/2026	1,184.00
157	6310	R&M Vehicles	1089 Autokrafters of Des Plaines	1539	Body Repairs - PD 6119 - 06/11/2026	1,489.20
158	6310	R&M Vehicles	1643 Golf Mill Ford	962205	Key Programming - FD 7424 - 06/10/2026	399.90
159	7000	Office Supplies	1644 Warehouse Direct Inc	6145586-0	Copy Paper, Paper Rolls, Lysol, Lysol Wipes - PW	95.97
160	7035	Supplies - Equipment R&M	1071 Pomp's Tire Service Inc	280183047	4 Trailer Tires - PW 5142	525.84
161	7035	Supplies - Equipment R&M	8481 Linde Gas & Equipment Inc	56408740	Propane Tank Refill - PW 5153, PW 9040 - 04/30/2026	159.25
162	7035	Supplies - Equipment R&M	1644 Warehouse Direct Inc	6151256-0	Floor Cleaner - PW 5170	110.75
163	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	9296	Hoses & Brass Fittings - PW 9110	46.51
164	7040	Supplies - Vehicle R&M	1745 Suburban Accents Inc	38249	10 City Logo Decals - PW Stock	85.00

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
165	7040	Supplies - Vehicle R&M	9188 Chicago Parts & Sound Enterprises LLC	40V0143125	Fan Motor - PW 5102	190.76
166	7040	Supplies - Vehicle R&M	9188 Chicago Parts & Sound Enterprises LLC	40V0143318	5 Wiper Blades - FD Stock	51.85
167	7040	Supplies - Vehicle R&M	5638 Castle Chevrolet North	46863	Filters - FD 6931	22.02
168	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	615340P	Fuse Block - PD 6120	358.40
169	7040	Supplies - Vehicle R&M	8244 Des Plaines Ace Hardware	9549	Molding Tape & Mounting Tape - PW Stock	18.88
170	7040	Supplies - Vehicle R&M	9262 NAPA Auto Parts	957407	Mega Fuse - PW 6126	5.64
171	7040	Supplies - Vehicle R&M	9262 NAPA Auto Parts	957536	Spark Plugs & Wires - PW 5084	271.01
172	7040	Supplies - Vehicle R&M	9262 NAPA Auto Parts	957793	Ignition Coil - PW 5084	98.45
173	7040	Supplies - Vehicle R&M	9262 NAPA Auto Parts	957852	Oil Filter & Oil - PD 6931	66.60
174	7040	Supplies - Vehicle R&M	9262 NAPA Auto Parts	957938	Socket & Relay - FD 6931	36.39
175	7040	Supplies - Vehicle R&M	9262 NAPA Auto Parts	957999	Relay - FD 6931	10.72
176	7040	Supplies - Vehicle R&M	9262 NAPA Auto Parts	958145	Battery & Core - PD 6120	147.14
177	7040	Supplies - Vehicle R&M	9262 NAPA Auto Parts	958164	Antifreeze - FD Stock	184.34
178	7040	Supplies - Vehicle R&M	1823 Certified Laboratories	9653695	Aerosol Lubricants	909.95
179	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P39489	Ball Valve & Switch - FD 7607	35.45
180	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P39490	Seal Ball Joints Kits - FD 7609	4,431.20
181	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P39533	Shocks & Air Bag - FD 7609	1,751.16
182	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P39538	2 Remote Control Switches - FD 7607	240.76
183	7040	Supplies - Vehicle R&M	7649 Altorfer Industries Inc	P6AC0149226	Hydraulic Oil - FD 7609	138.48
184	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101262055:01	Alternator - PW Stock	318.99
185	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101262847:01	4 Oil Filters - FD 7609	375.96
186	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101263514:01	Electric Terminals & Fuel Tank Strap - PW Stock	146.09
187	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101263514:02	Fuel Tank Strap - PW Stock	144.99
188	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101263769:01	Surge Tank - FD 7707	190.99

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
189	7120	Gasoline	1014 Al Warren Oil Company Inc	W1854598	5,000 Gals Unleaded Gasoline - 06/22/2026, R-217-25	12,887.35
190	7130	Diesel	1014 Al Warren Oil Company Inc	W1854599	2,500 Gals Bio Diesel Fuel - 06/22/2026, R-189-23	6,413.69
Total 540 - Vehicle Maintenance						**39,887.92**
Total 50 - Public Works & Engineering						**197,852.41**
Police Department						
Division: 610 - Uniformed Patrol						
191	7300	Uniforms	1212 Streicher' Inc	I1832909	Level II Vest for New Officer 6/17/2026	1,269.00
Total 610 - Uniformed Patrol						**1,269.00**
Division: 630 - Support Services						
192	6015	Communication Services	1265 NIPAS Northern Illinois Police Alarm Syst	0000000003	Language Line 1/1-3/31/2026 (3)	198.20
193	6190	Tow/Storage/Abandoned Fees	9367 Belmont Kolmar Towing Inc.	46743	Towing Services May 2026	40.00
194	6195	Miscellaneous Contractual Services	8566 Andy Frain Services Inc	396717	2026 Crossing Guard Services 6/1-6/5/2026 R-2-25 & R-55-26	10,108.80
195	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-26028-4	2026 Service Agreement for Range Cleaning 5/18/2026	5,444.20
196	7010	Supplies - Community Relations	4095 Promos 911 Inc	13117	Giveaway Toy Cars, Spinners, Totes, Bracelets	4,725.93
197	7200	Other Supplies	1076 Sam's Club Direct	06464	Prisoner Meals (3) Juice (1) Hot Pocket, Plasticware	58.72
198	7525	Meals	1076 Sam's Club Direct	06464	Prisoner Meals (3) Juice (1) Hot Pocket, Plasticware	201.37
Total 630 - Support Services						**20,777.22**
Total 60 - Police Department						**22,046.22**
Fire Department						
Division: 100 - Administration						
199	7300	Uniforms	3212 On Time Embroidery Inc	156822	1 Cap, 1 Pair of Pants - Deputy Chief	119.00
Total 100 - Administration						**119.00**
Division: 710 - Emergency Services						
200	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-26-07	R-141-13 & R-37-25 2026 Dispatch Service - July 2026	81,181.00

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
201	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	STRCOM 0726	R-141-13 & R-37-25 2026 Dispatch Service Starcom - July 2026	551.00
202	6305	R&M Equipment	1080 Air One Equipment Inc	237765	1 SCBA Hydrotest and Gauge Repairs - 06/17/2026	34.00
203	6315	R&M Buildings & Structures	1525 Hastings Air-Energy Control Inc	PS-I0018750	Service Call at Rosemont Station for DP Equipment - 05/19/2026	231.90
204	7025	Supplies - Custodial	1043 WW Grainger Inc	9949929203	1 Squeegee, 1 Pack Cloths, Misc. Cleaning Supplies	285.43
205	7035	Supplies - Equipment R&M	6656 Route 12 Rental Co Inc	156470	32 Quarts of Fuel, 1 Gallon Oil	268.76
206	7200	Other Supplies	8256 Penn Care Inc	M169442	5 Sets Patient Cables, 5 SpO2 Sensors, 5 Regulators, Etc.	2,466.90
207	7300	Uniforms	3212 On Time Embroidery Inc	155507	1 Pair of Shorts - Paramedic	72.00
208	7300	Uniforms	3212 On Time Embroidery Inc	155757	5 Shirts, 3 Pairs of Pants, 1 Pair of Boots - Batt Chief	481.00
209	7300	Uniforms	3212 On Time Embroidery Inc	155767	3 Shirts, 1 Pair of Pants, 1 Pair of Shorts - Paramedic	187.00
210	7300	Uniforms	3212 On Time Embroidery Inc	155883	2 Pairs of Shorts, 1 Pair of Boots, Etc. - Paramedic	515.00
211	7300	Uniforms	3212 On Time Embroidery Inc	156554	6 Shirts, 1 Pair of Shorts, 1 Raincoat, 1 Cap - Paramedic	253.00
212	7300	Uniforms	3212 On Time Embroidery Inc	156555	1 Pair of Shorts, 1 Cap, 1 Sweatshirt, 1 Belt - Paramedic	182.00
213	7300	Uniforms	3212 On Time Embroidery Inc	156556	5 Shirts, 1 Cap - Paramedic	99.00
214	7320	Equipment < $5,000	1148 WS Darley & Co	17588374	2 Helmets	1,021.00
215	7320	Equipment < $5,000	1080 Air One Equipment Inc	237480	10 MSA G1 SCBA Cylinders	14,000.00
Total 710 - Emergency Services						**101,828.99**

Division: 720 - Fire Prevention						
216	6110	Printing Services	1233 Press Tech Inc	57851	1 Box Business Cards - 06/10/2026	30.00
217	7000	Office Supplies	1644 Warehouse Direct Inc	6165056-0	2 Packs Highlighters, 2 Packs Paper Clips, 2 Packs Key Tags	55.52
218	7550	Miscellaneous Expenses	1076 Sam's Club Direct	000295 GWTCBR	Refreshments for Harding Fire - 05/06/2026	234.26
Total 720 - Fire Prevention						**319.78**

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 730 - Emergency Management Agency						
219	7550	Miscellaneous Expenses	9262 NAPA Auto Parts	957559	1 Replacement ATV Battery, 1 Core Deposit	178.86
Total 730 - Emergency Management Agency						**178.86**
Total 70 - Fire Department						**102,446.63**
Department: 75 - Fire & Police Commission						
220	5340	Pre-Employment Testing	1320 IL State Police	20260501755	Fingerprint Background Check Services May 2026	27.00
221	6100	Publication of Notices	3399 Blue Line, The	49045	Entry Level PD Recruitment Listing Extension to 7/26/2026	99.00
Total 75 - Fire & Police Commission						**126.00**
Department: 90 - Overhead						
222	6030	AMB Fee Processing Services	9063 EMS Management & Consultants Inc	EMS-026319	Ambulance Collections for May 2026	13,242.46
Total 90 - Overhead						**13,242.46**
Total 100 - General Fund						**460,355.99**
Fund: 205 - TIF #5 Perry/Lee Fund						
223	6005	Legal Fees	8133 Elrod Friedman LLP	28700	5-26 Non-Retainer Matters	156.00
Total 205 - TIF #5 Perry/Lee Fund						**156.00**
Fund: 208 - TIF #8 Oakton						
224	6005	Legal Fees	8133 Elrod Friedman LLP	28706	5-26 Non-Retainer Matters	196.00
Total 208 - TIF #8 Oakton						**196.00**
Fund: 230 - Motor Fuel Tax Fund						
225	6155	Sidewalk Improvements	1364 Martam Construction	2025-Conc-P7 Fin	R-90-25 2025 CIP Concrete Improv. Program 12/20/25-6/16/26 Final	11,382.80
226	6330	R&M Traffic Signals	1206 Illinois, State of	68141	R-136-22 Traffic Signal Maint. 1st Qtr. 1/1-3/25/26	26,600.17
227	7140	Electricity	1033 ComEd	0178722000-06/26	Electricity Service 05/07-06/08/2026	170.43
228	7140	Electricity	1033 ComEd	0234022000-06/26	Electricity Service 05/07-06/08/2026	260.39
229	7140	Electricity	1033 ComEd	0723323111-06/26	Electricity Service 05/10-06/09/2026	48.27
230	7140	Electricity	1033 ComEd	0732352000-06/26	Electricity Service 05/08-06/09/2026	643.29

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
231	7140	Electricity	1033 ComEd	1630326000-06/26	Electricity Service 05/10-06/09/2026	64.70
232	7140	Electricity	1033 ComEd	2881862000-06/26	Electricity Service 05/21-06/22/2026	18,388.72
233	7140	Electricity	1033 ComEd	5012365675-06/26	Electricity Service 05/06-06/05/2026	42.53
234	7140	Electricity	1033 ComEd	5291872222-06/26	Electricity Service 05/08-06/09/2026	356.32
235	7140	Electricity	1033 ComEd	5314957000-06/26	Electricity Service 05/11-06/10/2026	86.61
236	7140	Electricity	1033 ComEd	6535402111-06/26	Electricity Service 05/08-06/09/2026	66.88
237	7140	Electricity	1033 ComEd	6663583000-06/26	Electricity Service 05/10-06/09/2026	144.11
238	7140	Electricity	1033 ComEd	8603942222-06/26	Electricity Service 05/07-06/08/2026	1,979.22
239	7140	Electricity	1033 ComEd	8648133333-06/26	Electricity Service 05/10-06/09/2026	253.67
240	7140	Electricity	1033 ComEd	9340744000-06/26	Electricity Service 05/10-06/09/2026	586.44
241	7140	Electricity	1033 ComEd	9710731222-06/26	Electricity Service 05/13-06/12/2026	121.53
242	8100	Improvements	1364 Martam Construction	2025-Conc-P7 Fin	R-90-25 2025 CIP Concrete Improv. Program 12/20/25-6/16/26 Final	34,592.06
Total 230 - Motor Fuel Tax Fund						**95,788.14**

Fund: 240 - CDBG Fund						
243	6025	Administrative Services	1050 Journal & Topics Newspapers	196632	CDBG Public Notice/Action Plan 06/10/26	263.05
Total 240 - CDBG Fund						**263.05**

Fund: 260 - Asset Seizure Fund						
244	2484	Seized/Pending Forfeit	1320 IL State Police	25-05204	Forfeiture Award	783.00
Program: 2620 - DEA						
245	6305	R&M Equipment	6072 Direct Fitness Solutions LLC	0604674-IN	Fitness Equipment Preventative Maintenance 6/16/2026	440.00
246	6305	R&M Equipment	6072 Direct Fitness Solutions LLC	0607504-IN	Fitness Equipment Replacement Parts 06/23/2026	331.68
247	7320	Equipment < $5,000	5873 SureFire LLC	2758985	11 Rifle Lights and Mounts For TRT Rifles	4,769.40
Total 2620 - DEA						**5,541.08**

Total 260 - Asset Seizure Fund	**6,324.08**

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Fund: 400 - Capital Projects Fund						
248	6000	Professional Services	1079 AECOM Technical Services Inc	2001152340	TO #3 2026 Professional Eng Services R-69-26 - 3/27-5/29/26	42,460.26
249	6000	Professional Services	1123 Christopher B Burke Engineering LTD	211382	Task Order #2 Costco Development Inspection 4/26-5/30/26	4,384.28
250	6000	Professional Services	1394 Gewalt Hamilton Associates Inc	6141.910-5	R-17-26 Task Order #5 Downtown Parking Study 5/1-5/31/26	17,782.50
Total 400 - Capital Projects Fund						**64,627.04**
Fund: 410 - Equipment Replacement Fund						
Department: 60 - Police Department						
251	8015	Equipment	1045 Havey Communications	15245	Task Order #2 Upfit Squad 61 6/17/2026 R-91-26	9,919.90
Total 60 - Police Department						**9,919.90**
Total 410 - Equipment Replacement Fund						**9,919.90**
Fund: 420 - IT Replacement Fund						
252	8005	Computer Hardware	1035 Dell Marketing LP	10880417712	10 Dell Pro Micro Plus QBM1250	15,506.00
Total 420 - IT Replacement Fund						**15,506.00**
Fund: 430 - Facilities Replacement Fund						
253	6315	R&M Buildings & Structures	8826 Chem-Wise Pest Management	1465185	Pest Control - Leela Building - 06/04/2026	50.00
254	6315	R&M Buildings & Structures	9518 Kings III Emergency Communications LLC	3446602	Elevator Phone - 678 Lee - 06/18/2026	31.85
255	6315	R&M Buildings & Structures	9518 Kings III Emergency Communications LLC	3451600	Elevator Phones - 678 Lee - 07/01-09/30/2026	220.50
256	7045	Supplies - Building R&M	1057 Menard Incorporated	69331	Garage Door Hinge - Leela	4.99
257	7045	Supplies - Building R&M	1057 Menard Incorporated	69770	Steel Door & Silicone - Leela	214.68
258	7045	Supplies - Building R&M	1057 Menard Incorporated	71929	Hex Bolts, Cable Ties, Washers - 678 Lee	29.40
259	7045	Supplies - Building R&M	1057 Menard Incorporated	71930	Plywood Sheathing - 678 Lee	55.47
260	7045	Supplies - Building R&M	1057 Menard Incorporated	71937	Extensions, Toggles, Duplexes - 678 Lee	19.51
261	8100	Improvements	3958 Nicholas & Associates, Inc.	8883-3	TO# 2 Construction Services - FS #62 - June 2026, R-98-26	57,720.00
262	8100	Improvements	3958 Nicholas & Associates, Inc.	9015	TO#2 Construction Services - FS #62 - 06/24/2026, R-98-26	4,784.58

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
263	8100	Improvements	3958 Nicholas & Associates, Inc.	ConstructFS62-P2	TO#2 Construction Services - FS #62 - 5/1-5/31/2026, R-98-26	5,642.00
264	8100	Improvements	3958 Nicholas & Associates, Inc.	ConstructFS62-P3	TO#2 Construction Services - FS #62 - 6/1-6/30/2026, R-98-26	203,769.00
Total 430 - Facilities Replacement Fund						**272,541.98**

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 550 - Water Systems						
265	6135	Rentals	1484 Thompson Rental Station Inc	627762-1	Excavator Rental - 1570 Woodland - 06/16-06/17/2026	652.35
266	6195	Miscellaneous Contractual Services	6992 Core & Main LP	Z071227	Water Meter Installs - 04/01-04/30/2026, R-4-25	58,836.00
267	6195	Miscellaneous Contractual Services	6992 Core & Main LP	Z173161	Water Meter Installs - 05/01-05/30/2026, R-14-26	63,510.00
268	7000	Office Supplies	1644 Warehouse Direct Inc	6145586-0	Copy Paper, Paper Rolls, Lysol, Lysol Wipes - PW	95.97
269	7035	Supplies - Equipment R&M	8481 Linde Gas & Equipment Inc	56408740	Propane Tank Refill - PW 5153, PW 9040 - 04/30/2026	159.25
270	7035	Supplies - Equipment R&M	9262 NAPA Auto Parts	957887	Battery, Core, Lighter Receptacle Kit - PW 9061	177.06
271	7035	Supplies - Equipment R&M	9262 NAPA Auto Parts	957891	Battery & Core - PW 9061	258.15
272	7035	Supplies - Equipment R&M	9262 NAPA Auto Parts	958244	4 Spark Plugs - PW 9070	17.60
273	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	H13565	Hydraulic Oil - PW 9035	586.68
274	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W44112	Starter Motor - PW 9018	823.24
275	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM602774P	Returned Nobi Core - PW 9058	(300.00)
276	7070	Supplies - Water System Maintenance	3530 Mid-American Water	293480W	LSLR Materials - Center St - 06/01/2026	23,455.00
277	7070	Supplies - Water System Maintenance	1072 Prairie Material	892523609	7.0 Cu Yds Concrete - 8th Ave - 06/15/2026	1,425.75

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
278	7070	Supplies - Water System Maintenance	1072 Prairie Material	892523612	4.0 Cu Yds Concrete - 8th Ave - 06/15/2026	749.00
279	7070	Supplies - Water System Maintenance	1072 Prairie Material	892525433	1.0 Cu Yd Concrete - Center St - 06/16/2026	187.25
280	7070	Supplies - Water System Maintenance	1043 WW Grainger Inc	9951248492	Heating Element	31.74
281	7070	Supplies - Water System Maintenance	3217 Ozinga Ready Mix Concrete Inc	ARI03703262	4.0 Cu Yds Concrete - 1488 Miner - 06/18/2026	934.00
282	7070	Supplies - Water System Maintenance	2313 City Electric Supply Company (CES)	DEP/084655	Electric Supplies - Central	53.35
283	7070	Supplies - Water System Maintenance	8809 USABluebook	INV01075604	Tablet Tracer Dye	93.77
284	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Z054865	2 - 6'0" Hydrants	10,590.00
285	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Z055003	Hydrant Replacement Parts	5,670.00
286	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Z109477	24" Repair Clamps	5,035.00
287	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Z113049	Valve Replacements - Touhy/Wolf - 05/29/2026	19,305.40
288	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Z218334	50 Hydrant Whips	1,500.00
289	7120	Gasoline	1014 Al Warren Oil Company Inc	W1854598	5,000 Gals Unleaded Gasoline - 06/22/2026, R-217-25	1,939.44
290	7130	Diesel	1014 Al Warren Oil Company Inc	W1854599	2,500 Gals Bio Diesel Fuel - 06/22/2026, R-189-23	1,381.99
291	7140	Electricity	1033 ComEd	0133057000-06/26	Electricity Service 05/08-06/09/2026	200.54
292	7140	Electricity	1033 ComEd	1839544000-06/26	Electricity Service 05/18-06/17/2026	8,399.62
293	7140	Electricity	1033 ComEd	2357736000-06/26	Electricity Service 05/07-06/08/2026	9,375.86
294	7140	Electricity	1033 ComEd	6143192222-06/26	Electricity Service 05/07-06/08/2026	385.35
295	7140	Electricity	1033 ComEd	6267352000-06/26	Electricity Service 05/06-06/05/2026	83.27

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
296	7140	Electricity	1033 ComEd	8117433111-06/26	Electricity Service 05/06-06/05/2026	80.77
297	7140	Electricity	1033 ComEd	8216981222-06/26	Electricity Service 05/08-06/09/2026	138.85
298	7140	Electricity	1033 ComEd	9933185000-06/26	Electricity Service 05/06-06/10/2026	100.29
299	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	106903	10 Cylinders of Chlorine Gas - 04/15/2026	2,591.30
300	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	107297	Chlorine Gas - 03/30-04/27/2026	210.00
301	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	107298	Chlorine Gas - 03/30-04/27/2026	135.50
Total 550 - Water Systems						**218,869.34**

Division: 560 - Sewer Systems						
302	6195	Miscellaneous Contractual Services	2808 IL Environmental Protection Agency	ILR400325A	Annual Stormwater Fee 7/1/26-6/30/27	1,000.00
303	6300	R&M Software	1145 Cues	970067395	Cues TV Truck Support 04/20/2026	750.00
304	7000	Office Supplies	1644 Warehouse Direct Inc	6145586-0	Copy Paper, Paper Rolls, Lysol, Lysol Wipes - PW	95.97
305	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	104575525	Nuts, Washers, Electrical Connectors, Etc. - Sewer Stock	258.65
306	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10628878	1.0 Cu Yds Topsoil - Restorations - 06/23/2026	35.00
307	7120	Gasoline	1014 Al Warren Oil Company Inc	W1854598	5,000 Gals Unleaded Gasoline - 06/22/2026, R-217-25	1,228.21
308	7130	Diesel	1014 Al Warren Oil Company Inc	W1854599	2,500 Gals Bio Diesel Fuel - 06/22/2026, R-189-23	1,657.07
309	7140	Electricity	1033 ComEd	1350600111-06/26	Electricity Service 05/10-06/09/2026	725.42
310	7140	Electricity	1033 ComEd	1672756000-06/26	Electricity Service 05/08-06/09/2026	73.83
311	7140	Electricity	1033 ComEd	2898592111-07/26	Electricity Service 05/29-06/29/2026	439.79
312	7140	Electricity	1033 ComEd	3203161222-06/26	Electricity Service 05/11-06/10/2026	73.90
313	7140	Electricity	1033 ComEd	4194141222-06/26	Electricity Service 05/07-06/05/2026	73.26
314	7140	Electricity	1033 ComEd	4306353111-06/26	Electricity Service 05/08-06/09/2026	102.48
315	7140	Electricity	1033 ComEd	4411397000-06/26	Electricity Service 05/11-06/10/2026	43.71

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
316	7140	Electricity	1033 ComEd	6189685000-06/26	Electricity Service 05/06-06/05/2026	88.19
317	7140	Electricity	1033 ComEd	6401366000-06/26	Electricity Service 05/06-06/05/2026	245.61
318	7140	Electricity	1033 ComEd	6795805000-06/26	Electricity Service 05/11-06/10/2026	188.47
319	7140	Electricity	1033 ComEd	7817006000-06/26	Electricity Service 05/08-06/09/2026	50.47
320	7140	Electricity	1033 ComEd	8079533000-06/26	Electricity Service 05/08-06/09/2026	151.06
321	7140	Electricity	1033 ComEd	8303763000-06/26	Electricity Service 05/06-06/05/2026	89.23
322	7140	Electricity	1033 ComEd	9416515000-06/26	Electricity Service 05/07-06/08/2026	50.57
Total 560 - Sewer Systems						**7,420.89**
Division: 580 - CIP - Water/Sewer						
323	6000	Professional Services	1123 Christopher B Burke Engineering LTD	211383	TO#3 2026 Devon Water Main Design Eng R-102-26, 4/26-5/30/26	24,783.16
Total 580 - CIP - Water/Sewer						**24,783.16**
Division: 590 - Water Facilities						
324	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Z122128	Water Meter Parts	268.00
Total 590 - Water Facilities						**268.00**
Total 00 - Non Departmental						**251,341.39**
Department: 30 - Finance						
325	6025	Administrative Services	7615 Sebis Direct Inc	134632	Utility Bill Rendering Services - Drop Date 06/11/2026	1,294.26
326	7000	Office Supplies	1644 Warehouse Direct Inc	6170497-0	4 Boxes of Copy Paper	96.84
Total 30 - Finance						**1,391.10**
Total 500 - Water/Sewer Fund						**252,732.49**
Fund: 510 - City Owned Parking Fund						
327	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	310104130001	TO#3 Maintenance Repairs - Parking Decks - 05/28/2026, R-228-23	6,600.00
328	7060	Supplies - Parking Lots	1057 Menard Incorporated	67395	Lock Box & Key Case - Metro Deck	41.18
329	7060	Supplies - Parking Lots	1057 Menard Incorporated	69761	Wraparound Light - Library Deck	39.99

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
330	7060	Supplies - Parking Lots	1057 Menard Incorporated	71707	3 PVC Cleanout Plugs - Library Deck	8.88
331	7060	Supplies - Parking Lots	1057 Menard Incorporated	71719	Cover, Gang Box, Bushing, Hub, Connector, Etc. - Library Deck	69.41
332	7140	Electricity	1033 ComEd	2342835000-06/26	Electricity Service 05/08-06/09/2026	250.68
333	7140	Electricity	1033 ComEd	2909033000-06/26	Electricity Service 05/10-06/09/2026	1,540.73
334	7140	Electricity	1033 ComEd	3113384000-06/26	Electricity Service 05/08-06/09/2026	42.22
335	7140	Electricity	1033 ComEd	6664774000-06/26	Electricity Service 05/10-06/09/2026	1,057.66
336	7140	Electricity	1033 ComEd	6691471222-06/26	Electricity Service 05/08-06/09/2026	1,639.25
Total 510 - City Owned Parking Fund						**11,290.00**
Fund: 520 - Metra Leased Parking Fund						
337	7140	Electricity	1033 ComEd	3270235000-06/26	Electricity Service 05/06-06/05/2026	125.31
338	7540	Land Lease	1165 Union Pacific Railroad Company	May 2026	Parking Fees for May 2026	4,390.61
Total 520 - Metra Leased Parking Fund						**4,515.92**
Fund: 700 - Escrow Fund						
339	2221	Taste of Des Plaines	6095 Drivers Golf Car Rental Inc	1284	Golf Cart Rental for Taste of Des Plaines 6/18-6/20/26	1,120.00
340	2221	Taste of Des Plaines	6077 Chicago Event Graphics Inc	15360	Restaurant & Event Signage for Taste of Des Plaines 6/19-6/20/26	1,105.00
341	2221	Taste of Des Plaines	1050 Journal & Topics Newspapers	196698	Taste of Des Plaines Journal Advertisements 06/17/26	3,000.00
342	2221	Taste of Des Plaines	9292 Bear Communications Inc.	6058515	Radio Rental for Taste of DP 6/19-6/20/26	1,049.90
343	2221	Taste of Des Plaines	3292 Service Sanitation Inc	9263188	Restroom Rental for Taste of Des Plaines 06/18-06/20/2026	4,858.00
344	2221	Taste of Des Plaines	5239 Ravenswood Special Events Inc	INV-0447	Bar & POS Mgmt Services for Taste of DP on 6/18-6/20/26 R-32-26	5,087.81
345	2221	Taste of Des Plaines	8866 Blue Star Security LLC	INV-718773	Security Services for Taste of Des Plaines on 06/18-06/20/2026	16,960.00
346	2221	Taste of Des Plaines	1498 Indestructo	R103-1	Tent & Furniture Rental for Taste of DP 06/18-6/20/26, R-41-26	8,275.30

City of Des Plaines
Warrant Register 07/20/2026

Line #	Account		Vendor	Invoice	Invoice Description	Amount
347	2221	Taste of Des Plaines	1498 Indestructo	R104-1	Tent & Furniture Rental for Taste of DP 06/18-6/20/26, R-41-26	3,959.78
348	2221	Taste of Des Plaines	6044 United Maintenance Company Inc	UMCI650309	Cleaning Services for Taste of Des Plaines on 6/19-6/20/2026	6,074.37
349	2430	Escrow - Police Items	1320 IL State Police	20260501755	Fingerprint Background Check Services May 2026	108.00
350	2460	Refundable Bonds	9528 Silva Renovations LLC	Refund 06/18/26	Bond Refund Bldg Permit # BLDR-2025-09-17-01062	5,000.00
351	2460	Refundable Bonds	9529 John Demolition Inc	Refund 06/19/26	Bond Refund Bldg Permit # BLDC-2025-12-04-00844	20,000.00
352	2493	Escrow - CED Development	8133 Elrod Friedman LLP	28696	5-26 Reimb Redevelopment	2,028.00
353	2493	Escrow - CED Development	8133 Elrod Friedman LLP	28697	5-26 Reimb Redevelopment	516.00
354	2493	Escrow - CED Development	8133 Elrod Friedman LLP	28698	5-26 Reimb Redevelopment	258.00
355	2493	Escrow - CED Development	8133 Elrod Friedman LLP	28717*	5-26 Reimb Redevelopment	69.00
356	2493	Escrow - CED Development	8133 Elrod Friedman LLP	28717*	5-26 Reimb Redevelopment	1,311.00
357	2493	Escrow - CED Development	8133 Elrod Friedman LLP	28717*	5-26 Reimb Redevelopment	345.00
358	2493	Escrow - CED Development	8133 Elrod Friedman LLP	28717*	5-26 Reimb Redevelopment	207.00
Total 700 - Escrow Fund						**81,332.16**

Grand Total	**1,275,548.74**

City of Des Plaines
Warrant Register 07/20/2026
Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund						
Elected Office						
Division: 110 - Legislative						
359	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	364.42
Total 110 - Legislative						**364.42**
Division: 120 - City Clerk						
360	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	39.38
Total 120 - City Clerk						**39.38**
Total 10 - Elected Office						**403.80**
City Administration						
Division: 210 - City Manager						
361	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	75.39
Total 210 - City Manager						**75.39**
Division: 230 - Information Technology						
362	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	360.48
363	7320	Equipment < $5,000	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	539.62
Total 230 - Information Technology						**900.10**
Division: 240 - Media Services						
364	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	232.91
Total 240 - Media Services						**232.91**
Division: 250 - Human Resources						
365	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	254.60
Total 250 - Human Resources						**254.60**
Total 20 - City Administration						**1,463.00**
Department: 30 - Finance						
366	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	39.38
367	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	19.69
Total 30 - Finance						**59.07**

City of Des Plaines
Warrant Register 07/20/2026
Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Community Development						
Division: 100 - Administration						
368	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	78.76
Total 100 - Administration						**78.76**
Division: 410 - Building & Code Enforcement						
369	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	494.56
Total 410 - Building & Code Enforcement						**494.56**
Division: 420 - Planning & Zoning						
370	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	59.40
Total 420 - Planning & Zoning						**59.40**
Division: 430 - Economic Development						
371	6000	Professional Services	9526 Strategic Project Management, Inc.	FS2026-001	Retainer - Professional Srvc Redevelopment 678 Lee St 6/12/26	7,500.00
372	6000	Professional Services	9526 Strategic Project Management, Inc.	FS2026-002	Balance - Professional Srvc Redevelopment 678 Lee St 6/12/26	7,500.00
373	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	59.40
Total 430 - Economic Development						**15,059.40**
Total 40 - Community Development						**15,692.12**
Public Works & Engineering						
Division: 100 - Administration						
374	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	116.63
Total 100 - Administration						**116.63**
Division: 510 - Engineering						
375	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	118.14
Total 510 - Engineering						**118.14**
Division: 530 - Street Maintenance						
376	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	335.10
Total 530 - Street Maintenance						**335.10**
Division: 535 - Facilities & Grounds Maintenance						
377	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	166.86

City of Des Plaines
Warrant Register 07/20/2026
Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount
378	7110	Natural Gas	1064 Nicor	06/12/26 x451619	Natural Gas Service 05/13-06/12/2026	83.69
379	7110	Natural Gas	1064 Nicor	06/12/26 x465297	Natural Gas Service 05/13-06/12/2026	223.85
380	7110	Natural Gas	1064 Nicor	06/12/26 x532457	Natural Gas Service 05/13-06/12/2026	63.69
381	7110	Natural Gas	1064 Nicor	06/15/26 x597838	Natural Gas Service 05/13-06/13/2026	63.68
382	7110	Natural Gas	1064 Nicor	06/15/26 x621249	Natural Gas Service 05/13-06/12/2026	219.73
383	7110	Natural Gas	1064 Nicor	06/15/26 x692396	Natural Gas Service 05/13-06/12/2026	65.07
Total 535 - Facilities & Grounds Maintenance						**886.57**
Division: 540 - Vehicle Maintenance						
384	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	88.54
Total 540 - Vehicle Maintenance						**88.54**
Total 50 - Public Works & Engineering						**1,544.98**
Police Department						
Division: 100 - Administration						
385	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	157.52
Total 100 - Administration						**157.52**
Division: 610 - Uniformed Patrol						
386	6015	Communication Services	1032 Comcast	06/18/2026 x6724	Internet/Cable Service July 2026	209.28
387	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	1,540.25
388	7320	Equipment < $5,000	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	(506.95)
Total 610 - Uniformed Patrol						**1,242.58**
Division: 620 - Criminal Investigation						
389	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	977.76
390	7320	Equipment < $5,000	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	(379.99)
Total 620 - Criminal Investigation						**597.77**
Division: 630 - Support Services						
391	6015	Communication Services	1032 Comcast	06/11/2026 x7232	Internet/Cable Service 06/15-07/14/2026	134.70

City of Des Plaines
Warrant Register 07/20/2026
Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount
392	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	433.18
Total 630 - Support Services						**567.88**
Total 60 - Police Department						**2,565.75**
Fire Department						
Division: 100 - Administration						
393	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	349.68
Total 100 - Administration						**349.68**
Division: 710 - Emergency Services						
394	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	891.46
395	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	1,110.34
Total 710 - Emergency Services						**2,001.80**
Division: 720 - Fire Prevention						
396	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	175.64
Total 720 - Fire Prevention						**175.64**
Division: 730 - Emergency Management Agency						
397	6015	Communication Services	1032 Comcast	06/22/2026 x6716	Internet/Cable Service July 2026	64.20
398	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	87.87
Total 730 - Emergency Management Agency						**152.07**
Total 70 - Fire Department						**2,679.19**
Department: 90 - Overhead						
399	6015	Communication Services	1032 Comcast	06/20/2026 x6732	Internet/Cable Service July 2026	64.20
400	6015	Communication Services	1032 Comcast	275277422-8482	Internet/Cable Service 06/15-07/14/2026	1,504.95
401	6015	Communication Services	1009 AT&T	3397967115-3970	Communications Services 06/11-07/10/2026	1,281.47
402	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100183 26	Internet/Cable Service 06/21-07/20/2026	62.99
403	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100183 26	Internet/Cable Service 06/21-07/20/2026	388.29
404	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100183 26	Internet/Cable Service 06/21-07/20/2026	370.00

City of Des Plaines
Warrant Register 07/20/2026
Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount
405	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010018326	Internet/Cable Service 06/21-07/20/2026	370.00
406	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010018326	Internet/Cable Service 06/21-07/20/2026	591.00
407	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010018326	Internet/Cable Service 06/21-07/20/2026	774.40
408	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010018326	Internet/Cable Service 06/21-07/20/2026	500.00
Total 90 - Overhead						**5,907.30**
Total 100 - General Fund						**30,315.21**
Fund: 260 - Asset Seizure Fund						
409	2484	Seized/Pending Forfeit	9536 Pissetzky, Gal	25-05204	Forfeiture Award	1,828.00
Total 260 - Asset Seizure Fund						**1,828.00**
Fund: 400 - Capital Projects Fund						
410	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	230.20
Total 400 - Capital Projects Fund						**230.20**
Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 550 - Water Systems						
411	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	910.34
Total 550 - Water Systems						**910.34**
Division: 560 - Sewer Systems						
412	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	641.97
Total 560 - Sewer Systems						**641.97**
Total 00 - Non Departmental						**1,552.31**
Department: 30 - Finance						
413	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	19.69
414	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	39.38
Total 30 - Finance						**59.07**
Total 500 - Water/Sewer Fund						**1,611.38**

City of Des Plaines
Warrant Register 07/20/2026
Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Fund: 520 - Metra Leased Parking Fund						
415	6015	Communication Services	1552 Verizon Wireless	6146015331	Communication Service 05/14-06/13/2026	72.02
Total 520 - Metra Leased Parking Fund						**72.02**

Fund: 600 - Risk Management Fund						
416	5570	Self Insured P&L Expense	9537 LaVattiata, Giuseppina	Case #25-01621	Reimb Vehicle Damage by PD on 03/24/25 Case #25-01621	642.66
Total 600 - Risk Management Fund						**642.66**

Fund: 700 - Escrow Fund						
417	2221	Taste of Des Plaines	7456 Giuseppe's Incorporated	Taste DP 2026-T	Restaurant Tips for Taste of Des Plaines 06/19-06/20/2026	781.45
418	2221	Taste of Des Plaines	9530 Midwest Smoke BBQ LLC	Taste DP 2026-T	Restaurant Tips for Taste of Des Plaines 06/19-06/20/2026	1,687.95
419	2221	Taste of Des Plaines	6829 Taqueria Y Restaurant Mexico	Taste DP 2026-T	Restaurant Tips for Taste of Des Plaines 06/19-06/20/2026	900.55
420	2221	Taste of Des Plaines	6228 Charcoal Delights on Oakton Inc	Taste DP 2026-T	Restaurant Tips for Taste of Des Plaines 06/19-06/20/2026	714.43
421	2221	Taste of Des Plaines	9089 World Heritage Foods LLC - JJ Des Plaines	Taste DP 2026-T	Restaurant Tips for Taste of Des Plaines 06/19-06/20/2026	727.43
422	2221	Taste of Des Plaines	9093 Quebola LLC	Taste DP 2026-T	Restaurant Tips for Taste of Des Plaines 06/19-06/20/2026	922.83
423	2221	Taste of Des Plaines	8875 Serna's Grill Corporation	Taste DP 2026-T	Restaurant Tips for Taste of Des Plaines 06/19-06/20/2026	791.07
424	2221	Taste of Des Plaines	8886 Hawker Delights Inc	Taste DP 2026-T	Restaurant Tips for Taste of Des Plaines 06/19-06/20/2026	675.65
425	2221	Taste of Des Plaines	6829 Taqueria Y Restaurant Mexico	Taste of DP 2026	Restaurant Sales for Taste of Des Plaines 06/19-06/20/2026	10,096.32
426	2221	Taste of Des Plaines	8886 Hawker Delights Inc	Taste of DP 2026	Restaurant Sales for Taste of Des Plaines 06/19-06/20/2026	7,906.65
427	2221	Taste of Des Plaines	8875 Serna's Grill Corporation	Taste of DP 2026	Restaurant Sales for Taste of Des Plaines 06/19-06/20/2026	8,313.86

City of Des Plaines
Warrant Register 07/20/2026
Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount
428	2221	Taste of Des Plaines	9093 Quebola LLC	Taste of DP 2026	Restaurant Sales for Taste of Des Plaines 06/19-06/20/2026	10,112.76
429	2221	Taste of Des Plaines	9530 Midwest Smoke BBQ LLC	Taste of DP 2026	Restaurant Sales for Taste of Des Plaines 06/19-06/20/2026	15,677.69
430	2221	Taste of Des Plaines	6228 Charcoal Delights on Oakton Inc	Taste of DP 2026	Restaurant Sales for Taste of Des Plaines 06/19-06/20/2026	14,027.43
431	2221	Taste of Des Plaines	7456 Giuseppe's Incorporated	Taste of DP 2026	Restaurant Sales for Taste of Des Plaines 06/19-06/20/2026	10,091.24
432	2221	Taste of Des Plaines	9089 World Heritage Foods LLC - JJ Des Plaines	Taste of DP 2026	Restaurant Sales for Taste of Des Plaines 06/19-06/20/2026	9,502.90
433	2226	Special Events - July 4th	9532 Associated Parade Float's LLC	18116	Float Rental for Parade 07/04/26	3,000.00
Total 700 - Escrow Fund						**95,930.21**

Grand Total	**130,629.68**

City of Des Plaines
Warrant Register 07/20/2026
Summary

		Amount		Transfer Date
Automated Accounts Payable	$	1,275,548.74	**	7/20/2026
Manual Checks	$	130,629.68	**	7/2/2026
Payroll	$	1,954,242.60		7/10/2026
RHS Payout	$	-		
Electronic Transfer Activity:				
JPMorgan Chase Credit Card	$	-		
Chicago Water Bill ACH	$	-		
Postage - Pitney Bowes	$	-		
Postage - USPS - Water Survey Postcards	$	4,255.46		6/30/2026
Postage - Sebis	$	-		
Property Purchase	$	-		
Utility Billing Refunds	$	3,722.71		6/25/2026
Debt Interest Payment	$	-		
Unclaimed Property	$	-		
IMRF Payments	$	-		
IMRF Payments (SLEP)	$	322.25		6/29/2026
Employee Medical Trust	$	796,656.26		7/1/2026
Total Cash Disbursements:	**$**	**4,165,377.70**		

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines
This Twentieth Day of July 2026
Ayes _____ Nays _____ Absent _____

Dominik Bronakowski, City Clerk

Andrew Goczkowski, Mayor

DES PLAINES
ILLINOIS

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5306
desplainesil.gov

MEMORANDUM

Date: July 9, 2026

To: Dorothy Wisniewski, City Manager

From: Suzy Aguilar, Economic Development Manager
Jeff Rogers, Director of Community and Economic Development

Subject: Consideration of a Resolution Supporting a Cook County Class 6b Real Estate Tax Incentive for Midwest RE Acquisitions, LLC at 1666 E Touhy Ave- (6th Ward)

Issue: The applicant, Midwest RE Acquisitions, LLC, represented by Mark Rogers, Liston & Tsantilis, is requesting City support for a Cook County 6b Real Estate Tax Incentive. The incentive would facilitate the construction of a new, Class A industrial building totaling approximately 252,929 square feet. The proposed project includes approximately $21,000,000 in hard construction costs. Construction is anticipated to commence in the first quarter of 2028, with completion anticipated in the first quarter of 2029.

Analysis: The applicant, Midwest RE Acquisitions, LLC is seeking the City's support for a Cook County Real Estate Class 6b Tax Incentive for the property located at 1666 E Touhy Ave. The applicant is the contract purchaser of the Subject Property, with the acquisition anticipated to close in the fourth quarter of 2026.

The property currently consists of an approximately 162,260-square-foot aging industrial/flex building situated on a 6.72-acre site. Upon acquisition, the applicant proposes to demolish the existing structure and construct a new, Class A, 252,929-square-foot speculative industrial building. The proposed building will include 38 exterior docks, two drivee-in doors, approximately 232 parking stalls and a 40-foot clear height.

Upon completion, the applicant intends to market the property to a tenant in the industrial, logistics, distribution, or manufacturing sector. The proposed development includes an investment of approximately $21,000,000 or approximately $83.03 per square foot. The City's Class 6b Policy establishes a minimum investment threshold of $10.00 per square foot for consideration of a Class 6b incentive.

The property is projected to have an estimated market value of approximately $25,100,196, generating approximately $6,614,484 in additional property tax revenue over the life of the incentive. In comparison, if the property were to remain vacant, it is estimated to generate approximately $4,561,673 in property tax revenue over the next twelve years.

As part of the proposed development, the applicant will file a lot line adjustment affecting this property and 1600 E. Touhy Avenue, for which the applicant is also seeking a Class 6b incentive. The adjustment will reconfigure the property boundaries so that the proposed development is contained within a single, newly created PIN.

Following City approval, and in order to establish eligibility for the incentive, the Applicant will submit a formal application to Cook County with a development designation New Construction and Substantial Rehabilitation. This designation is necessary to demonstrate that the property meets eligibility criteria despite not being vacant for the required 12 consecutive months. The current tenant, Hu-Friedy, will cease operations on January 31, 2027.

In addition to meeting eligibility requirements, the applicant expects initial employment figures for a future tenant to be approximately more than 50 full-time employees, with room for growth.

The applicant has also provided a summary of projected tax implications from the development which can be summarized as follows:

Scenario	Estimated 12-Year Tax Payments	Net tax revenue vs. "no change"
A. Existing w/ no new construction and no 6b	$4,561,673	+/-$
B. New construction w/o 6B	$24,337,866	+$19,776,193
C. New construction w/ 6B	$11,176,157	+$6,614,484

The applicant asserts that the incentive (included in Scenario C) is necessary for development to occur, Therefore, Scenario B is not economically feasible, leaving Scenario C as the option which generates the highest property tax revenue, employment, and other economic benefits.

The 6b Classification, if supported by the City and formally approved by Cook County, would reduce the property tax assessment for the portion of the property where the new investment is proposed from the typical 25% of market value to 10% for a 10-year period. In the 11th year of the incentive, the assessment will go up to 15% of market value, and in the 12th & final year of the incentive the assessment will go to 20% of market value before returning to 25% of market value after expiration of the incentive.

In accordance with City policy, a courtesy notice was distributed to all potentially affected taxing jurisdictions notifying them of the City Council's consideration of this request.

Recommendation: Staff recommends the City Council consider the proposed Resolution R-170-26 granting support and consent to the filing by Midwest RE Acquisitions, LLC of a Class 6b application with the Cook County Assessor's Office.

Attachments:
Attachment 1: Applicant's Application Materials & Exhibits
Resolution R-170-26
Exhibit A: Legal Description of the Subject Property

THE LAW OFFICES OF
LISTON & TSANTILIS
A PROFESSIONAL CORPORATION

200 S. WACKER, SUITE 820 CHICAGO, ILLINOIS 60606
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

June 12, 2026

VIA MAIL & EMAIL
City of Des Plaines
ATTN: Suzy Aguilar
1420 Miner Street,
Des Plaines, IL 60016
CC: Jeff Rogers

RE: Class 6b Resolution Request

Midwest RE Acquisitions, LLC or its assignee
1666 E. Touhy,
Des Plaines, IL 60018
Portions of PINs: 09-28-300-031-0000 (Main) &
09-28-300-031-0000

Dear Suzy,

Midwest RE Acquisitions, LLC or its assignee (the "Applicant" or "Kurv") is the contract purchaser of the above-referenced property (the "Subject Property") and is requesting a Resolution from the City of Des Plaines supporting and consenting to a Class 6b Tax Incentive for the Subject Property based on New Construction and Substantial Rehabilitation. As part of the development, the Applicant will be filing to revise lot lines so the Subject Property is wholly contained on a new future PIN (see enclosed proposed legal).

Current & Proposed Site Characteristics

The Subject Property consists of an ageing, approximately 162,260 square-foot industrial/flex building sited on approx. 292,871 square feet of land. The site is still occupied by Hu-Friedy, but the company plans to vacate the site around January 31, 2027. Kurv plans to purchase the site, eventually demolish the current building/improvements and construct a brand new class A, approximately 252,929 square-foot industrial building. The new facility is expected to feature thirty-eight (38) exterior docks, two (2) drive-in doors, approx. 232 car parking stalls & 40-foot clear height. The Applicant expects to start the new vertical construction at the site around Q1 2028, with completion around Q1, 2029.

The site is currently zoned M-2 general manufacturing district, which allows for a wide variety of industrial uses. The project is being built speculatively, but the Applicant does not expect to require any variances or other zoning relief. The subject location is strategically positioned for industrial, logistics, distribution, and manufacturing users due to its immediate access to the greater O'Hare industrial market and the region's core transportation infrastructure.

Located in Des Plaines, the site benefits from proximity to O'Hare International Airport, including the airport's north cargo facilities, making it well-suited for users that rely on air freight, time-sensitive shipping, supplier access, or regional distribution. The location also provides convenient access to major expressways serving the Chicago metropolitan area, including I-90, I-294, and the broader O'Hare/Elgin-O'Hare corridor, allowing businesses to efficiently reach Chicago, the

surrounding suburbs, Wisconsin, Indiana, and the national interstate system. Des Plaines and the surrounding northwest suburban market offer access to a deep regional labor pool with experience in warehousing, manufacturing, logistics, and airport-adjacent operations. As such, the site offers the type of transportation connectivity, freight access, and workforce availability that industrial users typically prioritize when evaluating long-term operational locations.

Developer Background

Kurv Industrial, formerly known as Bridge Industrial, is a Chicago-based, privately held, vertically integrated industrial real estate operating company and investment manager focused on the development, acquisition, ownership, and operation of Class A industrial and logistics properties. Founded in 2000, the company has built a significant national and international platform, with a particular focus on high-barrier, supply-constrained infill markets where modern industrial space is difficult to deliver but highly valued by tenants. Since its inception, Kurv has developed and acquired more than 76 million square feet of Class A industrial facilities, reflecting a long-standing track record of identifying complex real estate opportunities and converting them into institutional-quality logistics assets.

Kurv's expertise is particularly relevant in the Chicago industrial market, where the company has extensive experience delivering speculative industrial buildings and redeveloping challenging sites into modern logistics facilities. Kurv has been successful in securing 6b tax incentive for speculative projects throughout several municipalities within the Cook County & O'Hare submarket, including the City of Des Plaines. The Company previously purchased the site at 555 Howard, demolished the existing building, and successfully constructed and leased the new 225,260, Class A industrial facility now at the site.

The firm's capabilities include site acquisition, entitlement strategy, development management, construction oversight, leasing, investment management, and long-term asset operations, allowing it to control each major phase of the development process. Kurv has been repeatedly recognized for its speculative industrial development work in the Chicagoland area, including award-winning projects in established logistics submarkets such as Melrose Park, Itasca, Downers Grove, Franklin Park, Cicero, Waukegan, and other infill locations. In short, Kurv brings both the institutional experience and local execution capabilities needed to successfully deliver modern speculative industrial product in the Chicago metropolitan area.

Construction, Job Creation & Fiscal Impact

Should the Class 6b Tax Incentive be granted, the Applicant plans to purchase the site, demolish the current facility and improvements, and invest approximately $21,000,000+ in hard costs to construct the proposed 252,906 square foot facility. Once construction is completed, the Applicant will lease the property to a speculative industrial tenant(s) with parking for up to 230+ individuals. The current building design lends itself to a number of different industrial uses, including distribution, warehousing, assembly and/or manufacturing. Kurv expects initial employment figures around 50+ full-time employees, with room for growth. All employees will be compensated in accordance with the Cook County Living Wage. The Applicant expects the planned improvements on this specific site will also result in approx. 150+ temporary construction jobs.

After the completion of the construction and subsequent stabilization, the Subject Property is projected to have a market value of approximately $25,100,196 which would generate an estimated

$9,134,883 in total taxes (or approx. **$676,658 per year** to start) over the life of the Class 6b Tax Incentive. Without the redevelopment of the site, the existing facility would generate only an estimated $3,804,802 in total taxes with full vacancy relief (or approx. **$317,067** to start) over the life of the 6b tax incentive. Therefore, should the Class 6b Tax Incentive be approved for the new development, the Subject Property would generate over **$5,330,081** in additional real estate taxes over the life of the Class 6b Tax Incentive. Please see the enclosed 12 Year Tax Comparison Chart for more details.

In addition to increased property tax revenues, the eventual occupants' presence will significantly benefit the local community. Kurv expects the Occupants' employees and visitors will frequent City restaurants, gas stations, stores and more. Kurv also expects the eventual Occupant will attract both new and returning customers who will also frequent nearby establishments. According to the enclosed employee impact chart, an estimated 50 full-time individuals are expected to spend over **$211,875** per year in the City on gas, entertainment, groceries, etc.

Employee Business Impact Chart					
Purchase	**Emp.**	**%**	**Exp./Week**	**Weeks**	**Total**
Lunch	50	55%	$55	50	$75,625
Grocery	50	30%	$50	50	$37,500
Consumer Goods	50	25%	$35	50	$21,875
Entertainment	50	15%	$55	50	$20,625
Auto-Gas	50	75%	$30	50	$56,250
TOTAL (Per Year)					**$211,875**
TOTAL (12 Year Term)					**$2,542,500**

"But-For" Condition Statement

The Purchase & Sales Agreement for this property includes a 6b contingency provision, whereby Kurv can elect to cancel the contract if they are not satisfied with their ability to obtain a 6b. Thus, without the assistance from the Class 6b Tax Incentive, the Applicant will not purchase the Subject Property. The Applicant has determined that without the incentive, the heavy Cook County property tax burden (26.958% Effective Tax Rate) will make the **$21,000,000+** investment at the site infeasible and will force Kurv to move this particular project to a neighboring county or state. In the event that the Applicant does not purchase the Subject Property, the existing building will eventually fall vacant and unused, thereby drastically lowering tax generation potential.

Conclusion

Based on the foregoing, the Applicant requests that the City of Des Plaines review its Class 6b Tax Incentive request and approve a Resolution supporting and consenting to a Class 6b Tax Incentive for the Subject Property based on New Construction and Substantial Rehabilitation. Should you need any additional documentation or have any questions or concerns, do not hesitate to contact me at (312) 604-3898 or via email at mrogers@ltlawchicago.com.

Respectfully Submitted,

Mark Rogers

Mark Rogers

COOK COUNTY ASSESSOR
FRITZ KAEGI

COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

CLASS 6B
ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, ***a filing fee of $1000.00***, and supporting documentation *(except drawings and surveys)* must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: Midwest RE Acquisitions, LLC or its assignee Telephone: (630) 423-7478

Company: Kurv Industrial

Address: 9525 W. Bryn Mawr Avenue, Suite 700

City: Rosemont State: IL Zip Code: 60018

Email: jpozerycki@bridgeindustrial.com

Contact Person (if different than the Applicant)

Name: Jon Pozerycki Telephone: (630) 423-7478

Company: Kurv Industrial

Address: 9525 W. Bryn Mawr Avenue, Suite 700

City: Rosemont State: IL Zip Code: 60018

Email: jpozerycki@bridgeindustrial.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 1666 E. Touhy

Permanent Real Estate Index Number: Portions of 09-28-300-031-0000 (Main)

(2) _____

Permanent Real Estate Index Number: Portions of 09-28-300-032-0000

(3) _____

Permanent Real Estate Index Number: _____

City: Des Plaines State: IL Zip Code: 60018

Township: Maine Existing Class: 5-93

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties *(including all beneficial owners of a land trust)* identified by names and addresses, and the nature and extent of their interest.

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Employment Opportunities

How many construction jobs will be created as a result of this development? Approx. 150

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: N/A Part-time: N/A

How many new permanent full-time jobs will be created by this proposed development? TBD

How many new permanent ~~full~~ part-time jobs will be created by this proposed development? TBD

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

[X] New Construction **(Read and Complete Section A)**

[X] Substantial Rehabilitation **(Read and Complete Section A)**
Incentive only applied to the market value attributable to the rehabilitation

[ ] Occupation of Abandoned Property - No Special Circumstance
(Read and Complete Section B)

[ ] Occupation of Abandoned Property - With Special Circumstance
(Read and Complete Section C)

[ ] Occupation of Abandoned Property - **(CEERM Supplemental Application)**
(Read and Complete Section C)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement *(excluding demolition, if any)*: Q1/Q2 2028

Estimated date of construction completion: Q1 2029

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits *(including date of issuance)*
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction (including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc)*

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 12 continuous months prior to the purchase for value?

   [ ] YES [ ] NO

   When and by whom was the subject property last occupied prior to the purchase for value?

   _____

   _____

   Attach copies of the following documents:

   (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment

   (b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

   Estimated date of reoccupation: _____
   Date of Purchase: _____
   Name of purchaser: _____
   Name of seller: _____
   Relationship of purchaser to seller: _____

   Attach copies of the following documents:

   (a) Sale Contract
   (b) Closing Statement
   (c) Recorded Deed
   (d) Assignment of Beneficial Interest
   (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of ***abandonment prior to purchase was less than 12 months***, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 12 continuous months or greater**, complete section (2).

1. How long was the period of abandonment prior to the purchase for value? _____

   When and by whom was the subject property last occupied prior to the purchase for value?

   _____

   _____

   Attach copies of the following documents:

   (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment

   (b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of vacancy

   (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 12-month abandonment period.*

   Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

   Estimated date of Reoccupation: _____
   Date of purchase: _____
   Name of purchaser: _____
   Name of seller: _____
   Relationship of purchaser to seller: _____

   Attach copies of the following documents:

   (a) Sale Contract
   (b) Closing Statement
   (c) Recorded Deed
   (d) Assignment of Beneficial Interest
   (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

   [ ] 12 or greater continuous months *(Eligible for Special Circumstance)*

   [ ] 3 continuous months and maintain/create 250 Employees *(Eligible for Special Circumstance under CEERM)* - **Complete CEERM Supplemental Application**

   [ ] **Not Eligible for Special Circumstance if No purchase and less than 12 continuous months *vacant, or not a CEERM***

When and by whom was the subject property last occupied prior to the filing of this application?

_____

_____

Attach copies of the following documents:

(a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment

(b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of vacancy

(c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

CEERM SUPPLEMENTAL APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for CEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) where there has been no purchase for value and the buildings and other structures have been vacant and unused for at least three continuous months and applicant has provided sufficient documentation to establish that such applicant will create or maintain at least 250 jobs for employees at the subject location.

The CEERM Program shall be limited to the party who is the initial applicant of the Class 6B Incentive under the CEERM Program and the subject of the municipal Resolution or Ordinance.

*Under the **CEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year.* ***The terms of this program are Not Renewable.***

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **CEERM** program.

Further affiant sayeth not.

_____ _____

Agent's Signature | Agent's Name & Title

_____ _____

Agent's Mailing Address | Agent's Telephone Number

_____ _____

Applicant's Name | Applicant's Mailing Address

_____

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

_____

Signature of Notary Public

LOCAL APPROVAL

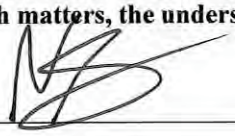
A certified copy of a resolution or ordinance from the municipality in which the real estate is located *(or the County Board, if the real estate is located in an unincorporated area)* should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

FINALIZING THE INCENTIVE PROCESS

In order to finalize the class change you will need to file an **Incentive Appeal** with supporting documentation (including **Proof of Occupancy**) in the year that the property has been substantially occupied. It is advised that you access our website *(www.cookcountyassessor.com)* to determine the allowable filing dates for such action.

When filing an appeal requesting an Incentive Class Change, a $100.00 filing fee (made out to the Cook County Assessor) must be included. The property cannot receive Class 6B designation until you file an Incentive Appeal Form, AND this office grants reclassification for the parcel(s).

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters, the undersigned certifies that he/she believes the same to be true.



Signature

6/10/26

Date

Nick Siegel

Print Name

Vice President

Title

4/1/2022

DES PLAINES
ILLINOIS

Community & Economic Development
1420 Miner Street, Des Plaines, IL 60016
P: 847.391.5380 | W: desplaines.org

PROCEDURES AND APPLICATION FOR CITY OF DES PLAINES CONSIDERATION OF COOK COUNTY REAL ESTATE CLASSIFICATION 6B, 7A AND 7B

Procedures for City of Des Plaines Review of Cook County Property Tax Abatement Incentive

1. Please review the latest Cook County Assessor's Office "Class 6b Eligibility Bulletin" before completing the City of Des Plaines' application. The Eligibility Bulletin can be found by visiting: http://cookcountyassessor.com and will help you determine if you qualify for the abatement incentive.
2. A completed copy of the Cook County Assessor's Office "Class 6b Application" or "Class 7a application" or "Class 7b application" and attached "City of Des Plaines Application for Cook County Real Estate Classification 6b, 7a, or 7b" with supporting documents must be submitted to:

   City of Des Plaines
   Community and Economic Development Department (CED)
   1420 Miner Street
   Des Plaines IL 60016-4498

   Note: You should contact the Cook County Assessor's office at (312) 443-7550 for any other information they may require for the incentive.

3. A $750 non-refundable application fee must be submitted with the application. This fee covers the City's administrative costs. Additional fees may be required if an extraordinary independent analysis of your application is required.

4. The CED Department will review the proposed applicant for any outstanding interoffice issues before reviewing the request. If none are found, and all necessary information has been submitted, an evaluation of your request will be reviewed, prepared and submitted to City Council.

5. The taxing jurisdictions that may be financially affected by the incentive are alerted via written correspondence when scheduled for City Council.

6. At the City Council meeting in which the application will be considered, you must be prepared to make a brief presentation and answer any questions that may arise.

7. If the City Council approves your application, a certified copy of the resolution accompanying the application is forwarded to you. You will need to forward that certified copy to the Cook County Assessor's office.

8. The application should be used as a guide for providing adequate information to the City regarding your request. If supplemental information is required, the City will contact you, should City Staff deem it necessary.

CITY OF DES PLAINES APPLICATION FOR COOK COUNTY REAL ESTATE CLASSIFICATION 6B, 7A, AND 7B

This original, signed application and all supporting documents must be completed to be considered for City approval. Please attach the application fee to the original submittal. Please type or print.

APPLICANT INFORMATION:

NAME OF APPLICANT: Midwest RE Acquisitions, LLC or its assignee

APPLICABLE ENTITY:

Corporation ☐ LLC ☒ Partnership ☐ Non-Profit ☐

DATE OF INCORPORATION: 5/29/24

STATE OF INCORPORATION: Delaware

PHONE: (630) 423-7478 E-MAIL: jpozerycki@bridgeindustrial.com

ADDRESS: 9525 W. Bryn Mawr Avenue, Suite 700
Rosemont, Illinois 60018

NAME OF AGENT/REPRESENTATIVE (if applicable):

NAME: Nick Siegel

PHONE: (630) 423-7478 E-MAIL: jpozerycki@bridgeindustrial.com

ADDRESS: 9525 W. Bryn Mawr Avenue, Suite 700
Rosemont, Illinois 60018

REQUESTED PROPERTY TAX INCENTIVE: 6B ☒ 7A ☐ 7B ☐

DESCRIPTION OF SUBJECT PROPERTY:

See enclosed

STREET ADRESS: 1666 E. Touhy

Des Plaines, Illinois 60018

PERMANENT REAL ESTATE INDEX NUMBER(S): Portions of PIN 09-28-300-031 (Main) & Portions of 09-28-300-032

ATTACH THE FOLLOWING:

- ☐ EXHIBIT A: COVER LETTER
- ☐ EXHIBIT B: LEGAL DESCRIPTION
- ☐ EXHIBIT C: SITE DIMENSION & SQUARE FOOTAGE/PLAT OF SURVEY
- ☐ EXHIBIT D: BUILDING DIMENSIONS/SITE PLAN
- ☐ EXHIBIT E: CITY OF DES PLAINES ECONOMIC DISCLOSURE FORM
- ☐ EXHIBIT F: COMPLETE LIST OF ALL OWNERS, DEVELOPERS, OCCUPANTS, AND OTHER INTERESTED PARTIES (INCLUDING ALL BENEFICIAL OWNER OF A CORPORATION AND/OR LAND TRUST) IDENTIFIED BY NAMES AND ADDRESSES HAVING AN INTEREST IN THE SUBJECT PROPERTY AND THE PROPOSED USER AND THE NATURE AND EXTENT OF THIS INTEREST
- ☐ EXHIBIT G: DESCRIPTION OF PRECISE NATURE AND EXTENT OF THE INDUSTRIAL USE OF THE SUBJECT PROPERTY. SPECIFY, WHERE APPLICABLE, THE AMOUNT/PERCENTAGE OF FLOOR AREA DEVOTED TO MANUFACTURING, WAREHOUSE/DISTRIBUTION, OTHER INDUSTRIAL, AND NON-INDUSTRIAL USES
- ☐ EXHIBIT H: ANALYSIS OF TAXES GENERATED BY THE NEW DEVELOPMENT WITH AND WITHOUT THE ABATEMENT INCENTIVE (12 YEAR PROJECTION)

CURRENT ZONING OF PROPERTY: M-2

IF ZONING AMENDMENTS, VARIATIONS, OR OTHER ZONING RELIEF WILL BE REQUIRED, SPECIFY PROPOSED CHANGES:

No relief sought

ESTIMATED AMOUNT OF NEW EQUALIZED ASSESSED VALUATION (EAV) GENERATED BY THE NEW DEVELOPMENT: $4,048,993 Per Year

ESTIMATED NUMBER OF FULL-TIME AND PART-TIME JOBS ON PREMISES AS RESULT OF THE NEW DEVELOPMENT:

FULL-TIME 50 PART-TIME TBD

SIGNATURE: DocuSigned by: Nick Siegel 5A4C0A2328704DC...

DATE: Jun 11, 2026 | 8:38 AM PDT

EDS AFFIDAVIT

I, Nick Siegel as agent for Midwest RE Acquisitions, LLC or its assignee (the "Applicant") does hereby certify that it would attest to the following facts as required by Sections 74-46 and 74-62 through 74-73 of the Cook County Code if called to testify:

1. That I am a duly authorized agent for Applicant Midwest RE Acquisitions, LLC, or its assignee who is the contract purchaser of the property located at located at 1666 E. Touhy, Des Plaines, Illinois 60018 (PINs: Portions of 19-28-300-031-0000 (Main) & -032) (the "Subject Property").

2. The Applicant does not directly hold title to any other property in Cook County

3. Applicant's ownership is as follows:

4. To my knowledge and after reviewing the Applicant's records, Applicant is not delinquent in the payment of any property taxes administered by Cook County or by a local municipality.

Further Affiant Sayeth Not

Date: 6/10/26

Subscribed and sworn before me
This 10 day of June, 2026

Cameron John McKillop
Signature of Notary Public

OFFICIAL SEAL
CAMERON JOHN MCKILLOP
Notary Public, State of Illinois
Commission No. 999457
My Commission Expires November 01, 2028

CITY OF DES PLAINES
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

Company Name Midwest RE Acquisitions, LLC or its assignee

Project Name 1666 E. Touhy Project

Project Address 1666 E. Touhy, Des Plaines, Illinois 60018

The City of Des Plaines (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "NA" **An incomplete EDS will be returned and any City action will stop pending receipt of a completed EDS.**

Please **print or type** all responses clearly and legibly. **Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.**

WHO MUST SUBMIT AN EDS:

1. **Applicants**: Any individual or entity (the "**Applicant**") making an application to the City for action on economic entitlements requiring City Council approval must file this EDS.

2. **Entities holding an interest in the Applicant**: Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by another legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity **must do so until individual owners are disclosed.**

However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file an EDS on their own behalf.

ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS: By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the criminal background and creditworthiness of some or all of the entities or individuals named in this EDS.

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. **You may be asked to re-certify this EDS on the last page as of the date of submission of any subsequent documentation, or as of the date of the closing of your transaction.**

GENERAL INFORMATION

Date this EDS is completed: _____

A. **Who is submitting this EDS?** The individual will be the **"Undersigned"** throughout this EDS. Nick Siegal

NOTE: The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant *or is an individual on behalf of an* entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant.

***NOTE:* When completing this EDS, please observe whether the section you are completing applies only to Applicants.**

☑ Check here if the Undersigned is filing this EDS as the Applicant.
[ ] Check here if the Undersigned is filing *on behalf of an* entity holding an interest in an Applicant.

Also, please identify the legal name of the Entity holding an interest in the Applicant:

Midwest RE Acquisitions, LLC or its assignee

B. Business address of the Undersigned: 9525 W. Bryn Mawr, Suite 700
Rosemont, Illinois 60018

C. Telephone: (630) 423-7478 Fax: N/A Email: jpozerycki@bridgeindustrial.com

D. Name of contact person: Nick Siegel

E: Tax identification number: Portions of 09-28-300-031-0000 (Main) & 09-28-300-032-0000

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Class 6b Incentive application for the property located at 1666 E. Touhy, Des Plaines, Illinois 60018

G. City action requested (specify; professional services, purchase of supplies, project bid, contract for services, other):

6b resolution/ordinance

H. Describe contract:

N/A - contract to purchase the existing building, eventually demo and construct a new facility

SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

[ ] Individual
[ ] Business corporation
[ ] Sole proprietorship
[ ] Trust
[ ] General partnership
[ ] Limited partnership
[X] Limited Liability Company
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other entity (please specify)

2. State of incorporation and date of incorporation of organization, if applicable:

May 29, 2024 - Delaware

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?
[ ] Yes [ ] No [X] N/A ***Submit Proof by attachment.***

B. ORGANIZATION INFORMATION – attach additional pages, if necessary.

1. IF THE UNDERSIGNED IS A CORPORATION:
a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name Title

b. If the Undersigned is a corporation whose shares **are** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business	Address	Percentage Interest

c. For corporations that **are not** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business	Address	Percentage Interest

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:
For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business	Address	Percentage Interest

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:
a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business	Address	Percentage Interest
BDP Services Holdings, LP			100%

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name Title
No officers

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name Business Address

Trustee Name and Address Trust Number

b. List below the name, business address and percentage of beneficial interest of each beneficiary of the Trust.

Name Business Address Percentage Interest

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.
Describe the entity:

Name	Business	Address	Percentage Interest

SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. The Undersigned must indicate whether it had a "doing business" relationship or had a "financial interest" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to the City Code of Ethics, Section 1-9-1 et seq. and specifically Section 1-9-3 and Section 1-9-5 of the Municipal Code of Des Plaines (the "Municipal Code"), "**doing business**" and "**financial interest**" are defined as follows:

DOING BUSINESS:

Any combination of sales, contracts, or purchases, with the City or any City Agency in an amount in excess of ten thousand dollars ($10,000.00) in any twelve (12) consecutive months.

FINANCIAL INTEREST:

A. Any interest as a result of which the owner currently receives or is entitled to receive in the future more than two thousand five hundred dollars ($2,500.00) per year; or

B. Any interest with a cost or present value of five thousand dollars ($5,000.00) or more; or

C. Any interest representing more than ten percent (10%) of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust or any legal entity organized for profit; provided, however, financial interest shall not include:

1. Any publicly held stock traded on a recognized exchange;

2. The authorized compensation paid to an official or employee for his office or employment;

3. Any economic benefit provided equally to all residents of the city;

4. A time or demand deposit in a financial institution;

5. An endowment or insurance policy or annuity contract purchased from an insurance company.

B. CERTIFICATION

1. Has the Undersigned had a "doing business" relationship or "financial interest" with any City elected official in the 12 months before the date this EDS is signed?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s). Attach additional sheet if necessary:

_____

_____

_____

SECTION THREE: DISCLOSURE OF RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. The Undersigned, must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. For this section 3, the Undersigned is not required to disclose employees who are paid solely through the Applicant's regular payroll.

"Lobbyist" means any person (i) who undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action. ***For the purposes of this section only, a person may be a Lobbyist, within the meaning of the above definition, even if he or she is not registered with the State of Illinois as a Lobbyist.***

2. If the Undersigned is uncertain whether a disclosure is required under this Section 3, the Undersigned must attach to this EDS a letter specifying the question on disclosure or make the disclosure.

B. DISCLOSURE – attach additional pages, if necessary.

1. Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name	Business Address	Relationship to Undersigned (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
Liston & Tsantilis - 200 Wacker, Suite 820 Chicago, IL		Attorney	Hourly - Approximately $4,000

2. Indicate for each whether retained or anticipated to be retained.

Name	Status

[ ] CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

3. Has any owner, officer, manager, or employee of Applicant ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years? Check one: No X. Yes ____. If yes, complete section below or attach additional sheet(s) identifying person, charge, date of finding, Court name and branch and case docket number.

Name	Relationship with company	Date of plea or court action
N/A		

Court in which plea made	County, and State or District
N/A	

Nature of offense:
N/A

4. State whether any person or company identified in response to section 3 B. 1 above has ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years. Check one: No X. Yes ____. If yes complete section below or attach additional sheet(s) identifying person, charge, dated of finding, Court name and branch and case docket number.

Name	Relationship with company	Date of plea or court action
N/A		

N/A

Court in which plea made | County, State, or District

Nature of offense:

N/A

SECTION FOUR: CERTIFICATIONS

A. CERTIFICATION OF COMPLIANCE

For purposes of the certifications in 1, 2, and 3 below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

1. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, ***or the Internal Revenue Service*** nor is the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

N/A

If the letters "NA," meaning "not applicable" or the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned is not delinquent and has certified to the above statements.

2. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned had no violations and certified to the above statements.

3. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

4. The Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, 1, (1-3) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph A (3) and (4) above, provide an explanation:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. FURTHER CERTIFICATIONS

1. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. Have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (1)(b) of this section;

d. Have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. Have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any

criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

f. Have not, within a five-year period preceding the date of this EDS, filed for, or acquiesced in the filing of, (i) any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or (ii) any dissolution, liquidation or foreclosure.

2. The certifications concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

A. Bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

B. Agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint

of freedom of competition by agreement to bid a fixed price or otherwise; or

C. Made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or

3. The Undersigned understands and shall comply with State Statutes and the City Code of Ethics, Section 1-9-1 et seq. of the Des Plaines Municipal Code.

4. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Section 1-9-1 et seq. of the Municipal Code have the same meanings when used in this Part III.

1. In accordance with Section 1-9-3 of the Municipal Code:
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?

[ ] Yes [✔] No

NOTE: If you answered "No" to Item C(1), you are not required to answer Items C(2) or (3) below. Instead, review the certification in Item C(4) and then proceed to Section Five. If you answered "Yes" to Item C(1), you must first respond to Item C(2) and provide the information requested in Item C(3). After responding to those items, review the certification in Item C(4) and proceed to Section Five.

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name

of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?
[ ] Yes [✔] No

3. If you answered "**yes**" to Item C(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
N/A		

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

SECTION FIVE: DISCLOSURE OF A FAMILIAL RELATIONSHIP

A. The Undersigned must disclose whether such Applicant or any Applicable Party (as defined below) or any spouse or domestic partner thereof currently has a "familial relationship" with any elected City official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Undersigned or any Applicable Party or any spouse or domestic partner thereof is related to the mayor, any councilman, or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means any (1) officer, member, manager, partner or executive director, of a legal entity or any person exercising similar authority, or (2) any person having more than a 7.5 percent ownership interest in the Applicant as listed in Section I.B,

B. Does the Undersigned or any "Applicable Party" or any spouse or domestic partner thereof currently have a "familial relationship" with an elected City official or department head?

[ ] Yes [✔] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

N/A

SECTION SIX: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Undersigned understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based including, but not limited to, compliance with the City Code of Ethics.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. **By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS, and conduct any background investigation which may be necessary as a result of this EDS.**

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks economic entitlements requiring City Council approval.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter and recertify the supplemental matters.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Applicant, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Nick Siegel (Midwest RE Acquisitions, LLC or its assignee)
(Print name of individual or legal entity submitting this EDS)

Date: 6/10/26

By: _____
(Sign here)

Nick Siegel (Midwest RE Acquisitions, LLC or its assignee)
Print name of signer

Vice President
Title of signer

SUBSCRIBED and SWORN to before me this 10, day of June, 2026.

Cameron John McKillop
NOTARY PUBLIC

(SEAL)

OFFICIAL SEAL
CAMERON JOHN MCKILLOP
Notary Public, State of Illinois
Commission No. 999457
My Commission Expires November 01, 2028

Identification of Persons Having an Interest in the Property

1666 E. Touhy,
Des Plaines, IL 60018
PINs: Portions of 09-28-300-031-0000 (Main) &
09-28-300-032-0000

Applicant: Midwest RE Acquisitions, LLC or its assignee

BDP Services Holdings, LP – 100% ownership

Occupant(s):

- TBD

Once construction is completed, the Applicant will lease the property to a speculative industrial tenant(s) with parking for up to 230+ individuals. The current building design lends itself to a number of different industrial uses, including distribution, warehousing, assembly and/or manufacturing. The subject location is strategically positioned for industrial, logistics, distribution, and manufacturing users due to its immediate access to the greater O'Hare industrial market and the region's core transportation infrastructure.

Legal Description, Site and Building Square Footage

1666 E. Touhy,
Des Plaines, IL 60018
PINs: Portions of 09-28-300-031-0000 (Main) &
09-28-300-032-0000

The Subject Property consists of an ageing, approximately 162,260 square-foot industrial/flex building sited on approx. 292,871 square feet of land. The site is still occupied by Hu-Friedy, but the company plans to vacate the site around January 31, 2027. Kurv plans to purchase the site, eventually demolish the current building/improvements and construct a brand new class A, approximately 252,929 square-foot industrial building. The new facility is expected to feature thirty-eight (38) exterior docks, two (2) drive-in doors, approx. 232 car parking stalls & 40-foot clear height. The Applicant expects to start the new vertical construction at the site around Q1 2028, with completion around Q1, 2029.

The site is currently zoned M-2 general manufacturing district, which allows for a wide variety of industrial uses. The project is being built speculatively, but the Applicant does not expect to require any variances or other zoning relief. The subject location is strategically positioned for industrial, logistics, distribution, and manufacturing users due to its immediate access to the greater O'Hare industrial market and the region's core transportation infrastructure.

Located in Des Plaines, the site benefits from proximity to O'Hare International Airport, including the airport's north cargo facilities, making it well-suited for users that rely on air freight, time-sensitive shipping, supplier access, or regional distribution. The location also provides convenient access to major expressways serving the Chicago metropolitan area, including I-90, I-294, and the broader O'Hare/Elgin-O'Hare corridor, allowing businesses to efficiently reach Chicago, the surrounding suburbs, Wisconsin, Indiana, and the national interstate system. Des Plaines and the surrounding northwest suburban market offer access to a deep regional labor pool with experience in warehousing, manufacturing, logistics, and airport-adjacent operations. As such, the site offers the type of transportation connectivity, freight access, and workforce availability that industrial users typically prioritize when evaluating long-term operational locations.

Attached hereto please find:

- Existing Legal Description
- New Proposed Legal Description
- Survey
- Current Aerial of Subject Property
- Current Street View of the Subject Property
- Proposed Site Plan

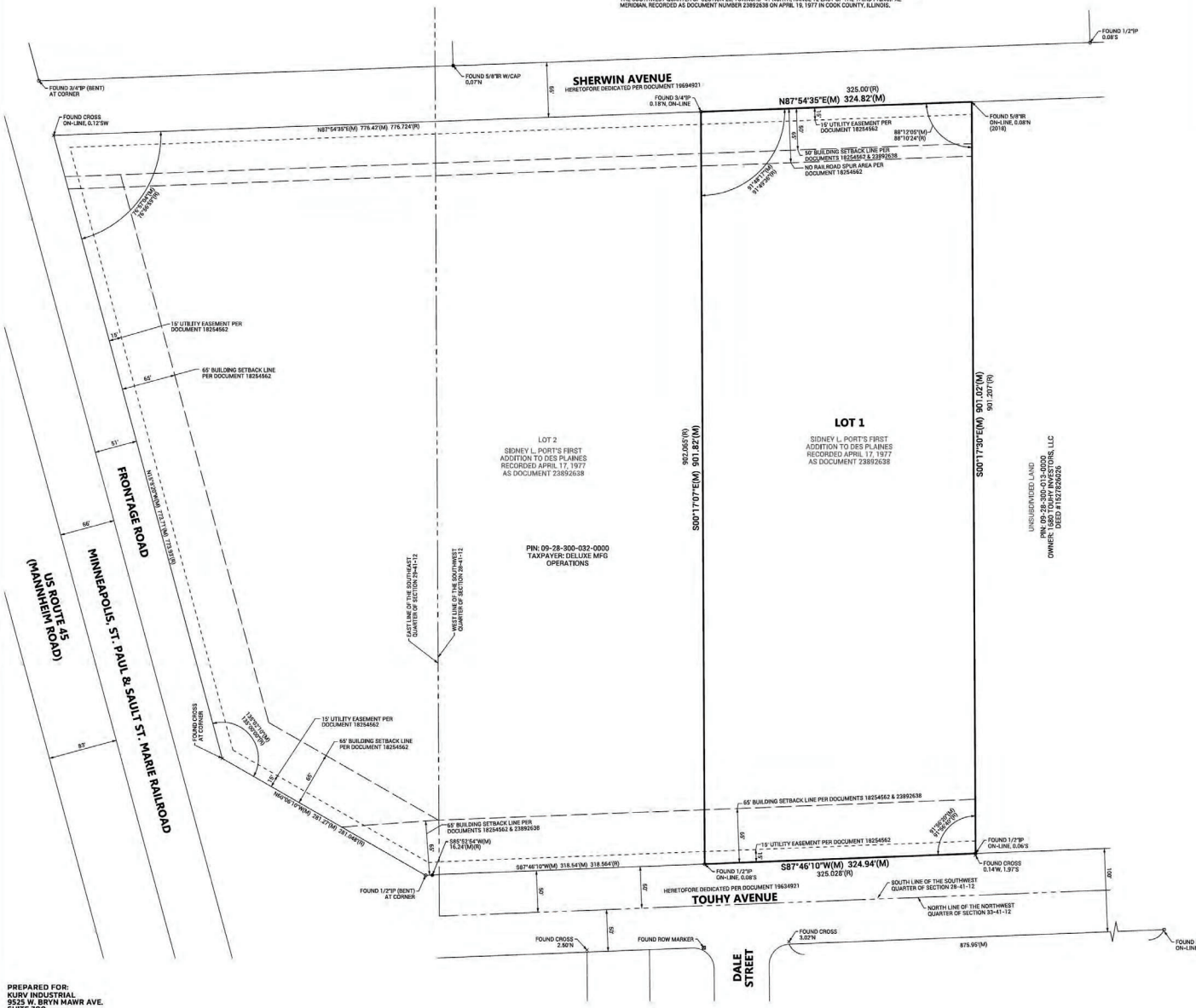
PROPOSED LEGAL DESCRIPTION

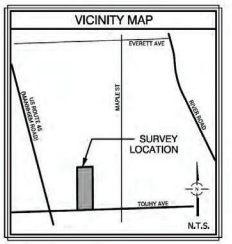
(EAST LOT – 1666 E. TOUHY)

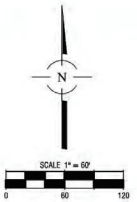
LOT 1 AND THAT PART OF LOT 2 OF SIDNEY L. PORT'S FIRST ADDITION TO DES PLAINES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NUMBER 23892638 ON APRIL 19, 1977, MORE PARTICULARLY DESCRIBED AS FOLLOW: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 17 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 901.82 FEET TO THE SOUTHEAST CORNER THEREOF, SAID CORNER ALSO BEING ON THE NORTH LINE OF TOUHY AVENUE; THENCE SOUTH 87 DEGREES 46 MINUTES 10 SECONDS WEST, ALONG SAID NORTH LINE, 179.01 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 57 SECONDS EAST, 902.46 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SHERWIN AVENUE; THENCE NORTH 87 DEGREES 54 MINUTES 35 SECONDS EAST, ALONG SAID LAST DESCRIBED LINE, 173.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

THE ABOVE-DESCRIBED PARCEL CONTAINS 451,464 SQUARE FEET OR 10.364 ACRES, MORE OF LESS.

A.L.T.A. / N.S.P.S. LAND TITLE SURVEY







BASIS OF BEARINGS:
NAD83 ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (2011 ADJUSTMENT)

NOTES:

THIS SURVEY REFLECTS MATTERS OF TITLE AS LISTED ON A COMMITMENT FOR TITLE INSURANCE BY FIRST AMERICAN TITLE INSURANCE COMPANY, NUMBER NCS-1302211-CH2 WITH AN EFFECTIVE DATE OF MARCH 13, 2026.

BEARINGS SHOWN HEREON ARE BASED ON NAD83 ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (2011 ADJUSTMENT) AND NAVD88 (GEOID 12B) UTILIZING GNSS EQUIPMENT AND REL-NET CORS RTK NETWORK.

AS REQUIRED UNDER THE 2026 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, EVIDENCE ON OR ABOVE THE SURFACE OF THE SURVEYED PROPERTY OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK PURSUANT TO SECTION 5.E.IV., WHICH EVIDENCE MAY INDICATE UTILITIES LOCATED ON, OVER OR BENEATH THE SURVEYED PROPERTY HAS BEEN SHOWN HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.

TAX P.I.N. (PER TITLE COMMITMENT): 09-28-300-031-0000

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY IN ADDITION TO THE 2026 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS.

SPACECO, INC IS AN ILLINOIS PROFESSIONAL DESIGN FIRM REGISTERED UNDER LICENSE NUMBER 184-001157.

NO CEMETERIES, GRAVESITE OR BURIAL GROUNDS WERE DISCLOSED IN THE RECORD DOCUMENTS PROVIDED TO THE SURVEYOR OR OBSERVED IN THE PROCESS OF CONDUCTING THIS SURVEY. ADDITIONALLY, THIS SURVEYOR HAS NO PRIOR KNOWLEDGE OF CEMETERIES, GRAVESITE OR BURIAL GROUNDS BEING LOCATED ON THE SURVEYED PROPERTY.

MONUMENTS FOUND AND SET ARE SHOWN HEREON. (TABLE A ITEM 1)

ADDRESS OBSERVED FOR THE SURVEYED PROPERTY: 1666 E TOUHY AVE. (TABLE A, ITEM 2)

BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL/MAP NUMBER 17031C0215J DATED AUGUST 19, 2008, IT IS OUR CONSIDERED OPINION THAT THIS PROPERTY LIES IN "ZONE X (UNSHADED)" AS IDENTIFIED BY SAID F.I.R.M. MAP. (TABLE A, ITEM 3)

THE SURVEYED PROPERTY CONTAINS 292,697 SQUARE FEET, OR 6.719 ACRES, MORE OR LESS. (TABLE A, ITEM 4)

A ZONING REPORT OR LETTER CONTAINING CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, HEIGHT AND FLOOR SPACE AREA RESTRICTIONS AND PARKING REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY WAS NOT PROVIDED TO THIS SURVEYOR, AS REQUIRED BY THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS EFFECTIVE 2/23/2026. THEREFORE, THEY HAVE NOT BEEN LISTED HEREON. (TABLE A, ITEM 6A)

A ZONING REPORT OR LETTER CONTAINING CURRENT ZONING SETBACK REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY WERE NOT PROVIDED TO THE SURVEYOR, AS REQUIRED BY THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS EFFECTIVE 2/23/2026. THEREFORE, THEY HAVE NOT BEEN GRAPHICALLY DEPICTED HEREON. (TABLE A, ITEM 6B)

THE EXTERIOR DIMENSIONS OF THE BUILDING AT GROUND LEVEL ARE SHOWN HEREON. (TABLE A ITEM 7A)

THE SQUARE FOOTAGE OF THE EXTERIOR FOOTPRINT OF BUILDINGS AT GROUND LEVEL HAVE BEEN SHOWN HEREON. (TABLE A ITEM 7B1)

MEASURED HEIGHT OF BUILDINGS ABOVE GRADE HAVE BEEN DETERMINED AT THE LOCATIONS SHOWN HEREON. (TABLE A ITEM 7C)

SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK ARE SHOWN HEREON. (TABLE A ITEM 8)

THERE ARE 248 STRIPED PARKING SPACES ON THE SURVEYED PROPERTY, 5 OF WHICH ARE MARKED HANDICAPPED. (TABLE A ITEM 9)

NAMES OF ADJOINING TAXPAYERS/OWNERS ARE SHOWN HEREON ACCORDING TO CURRENT COOK COUNTY TAX RECORDS ACCESSED ON-LINE OR DEED REVIEWED FOR ADJOINING UNSUBDIVIDED LAND. (TABLE A ITEM 13)

THE NORTHEAST CORNER OF THE SURVEYED PROPERTY IS LOCATED APPROXIMATELY 776 FEET EAST OF THE INTERSECTION OF FRONTAGE ROAD AND SHERWIN AVENUE. (TABLE A ITEM 14)

THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS. (TABLE A, ITEM 16)

THIS SURVEYOR KNOWS OF NO CHANGES IN STREET RIGHT-OF-WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION. THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS. (TABLE A, ITEM 17)

NOTES FROM TITLE COMMITMENT:

8. COVENANTS AND RESTRICTIONS RELATING TO CHARACTER AND LOCATION OF BUILDINGS TO BE CONSTRUCTED ON THE LAND AND TO THE LOCATION OF SPUR TRACKS AS CONTAINED IN DEED FROM J. EMIL ANDERSON AND SON INC., TO MAX FACTOR AND COMPANY DATED AUGUST 22, 1961 AND RECORDED AUGUST 22, 1961 AS DOCUMENT 18254562. (SURVEYOR'S NOTE: SAID DEED BURDEN THE SURVEYED PROPERTY AND ESTABLISHES A RAILROAD SPUR NO BUILD AREA AND BUILDING SETBACKS WHICH HAVE BEEN SHOWN HEREON. THERE ARE OTHER NON-PLOTTABLE COVENANTS AND RESTRICTIONS CONTAINED THEREIN.)

9. BUILDING LINE OVER THE NORTH 50 FEET AND SOUTH 65 FEET OF THE LAND AS SHOWN ON THE PLAT OF SAID SUBDIVISION RECORDED AS DOCUMENT 23892638. (SURVEYOR'S NOTE: SAID SETBACKS BURDEN THE SURVEYED PROPERTY AND HAVE BEEN SHOWN HEREON.)

10. EASEMENT UNDER THE NORTH 15 FEET AND THE SOUTH 15 FEET OF THE LAND TO ERECT, REPLACE, CONSTRUCT, RECONSTRUCT, EXTEND, ENLARGE, ALTER, IMPROVE, OPERATE, REPAIR AND MAINTAIN IN ALL WAYS CONDUITS, MAINS, PIPES, WIRES OR OTHER CONDUITS FOR CARRYING OR CONVEYING ELECTRICITY, GAS, WATER, AND THE UTILITIES UNDER THE SURFACE OF SAID EASEMENT AS RESERVED IN DEED FROM J. EMIL ANDERSON AND SON INC., TO MAX FACTOR AND COMPANY, DATED AUGUST 22, 1961 AND RECORDED AUGUST 22, 1961 AS DOCUMENT 18254562. (SURVEYOR'S NOTE: SAID EASEMENTS BURDEN THE SURVEYED PROPERTY AND HAVE BEEN SHOWN HEREON. SAID DEED ALSO ESTABLISHES PRIVATE ROADWAY EASEMENTS THAT BENEFIT THE PROPERTY, BUT NOW LIE WITHIN PUBLICLY DEDICATED RIGHT OF WAY, THEY HAVE NOT BEEN SHOWN HEREON.)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

TO: MIDWEST RE ACQUISITIONS, LLC
AND TO: NW 49TH AVENUE, LLC
AND TO: 1666 E TOUHY, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY
AND TO: FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2026 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 13, 14, 16, 17 & 19 OF TABLE "A" THEREOF. THE FIELDWORK WAS COMPLETED ON APRIL 2, 2026.

GIVEN UNDER MY HAND AND SEAL THIS 4th DAY OF JUNE 2026 IN ROSEMONT, ILLINOIS.

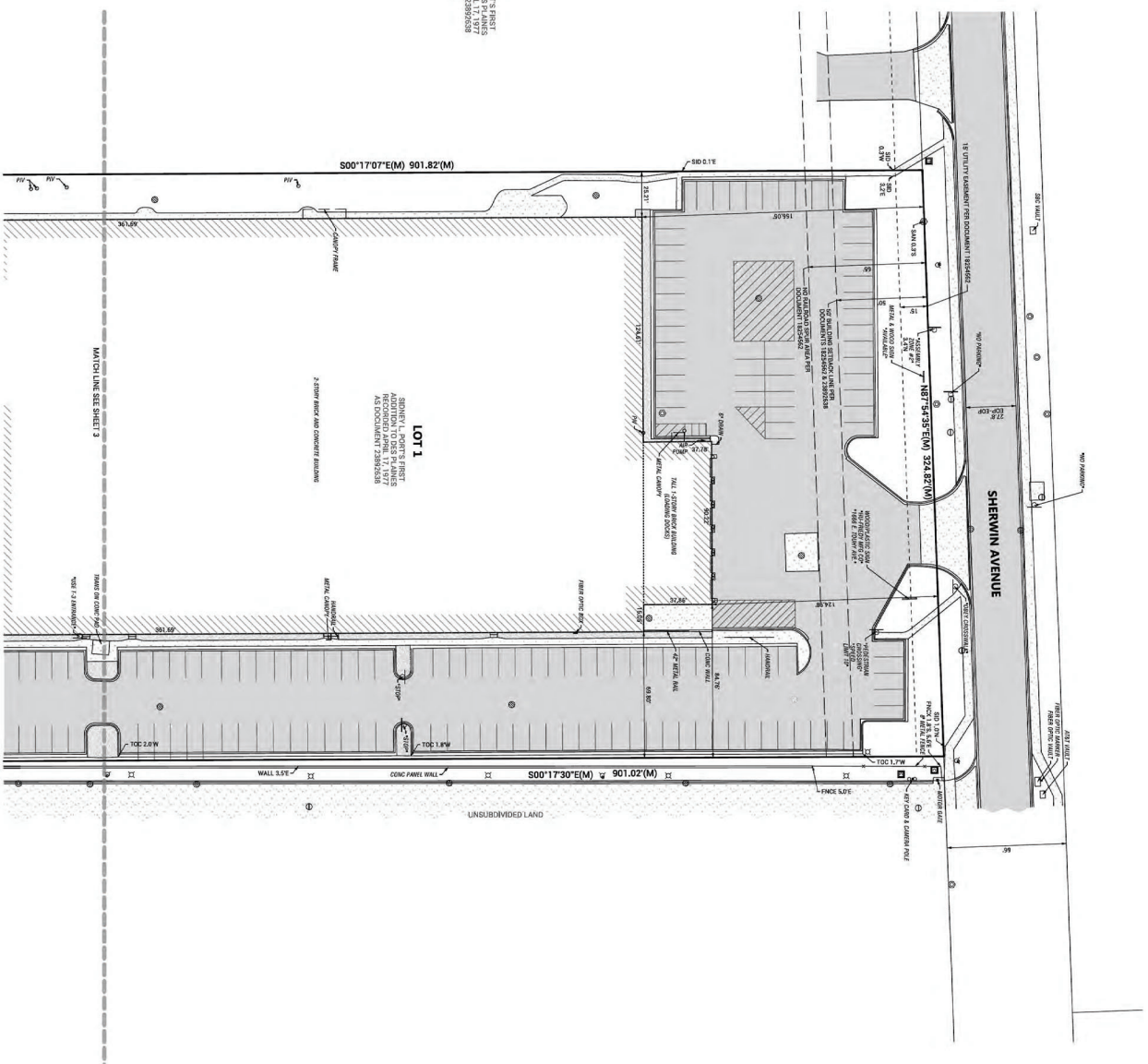
REBECCA V. POPECK, ILP.L.S. No. 035-3642
LICENSE EXPIRES: 11-30-2026
rpopeck@spacecoinc.com

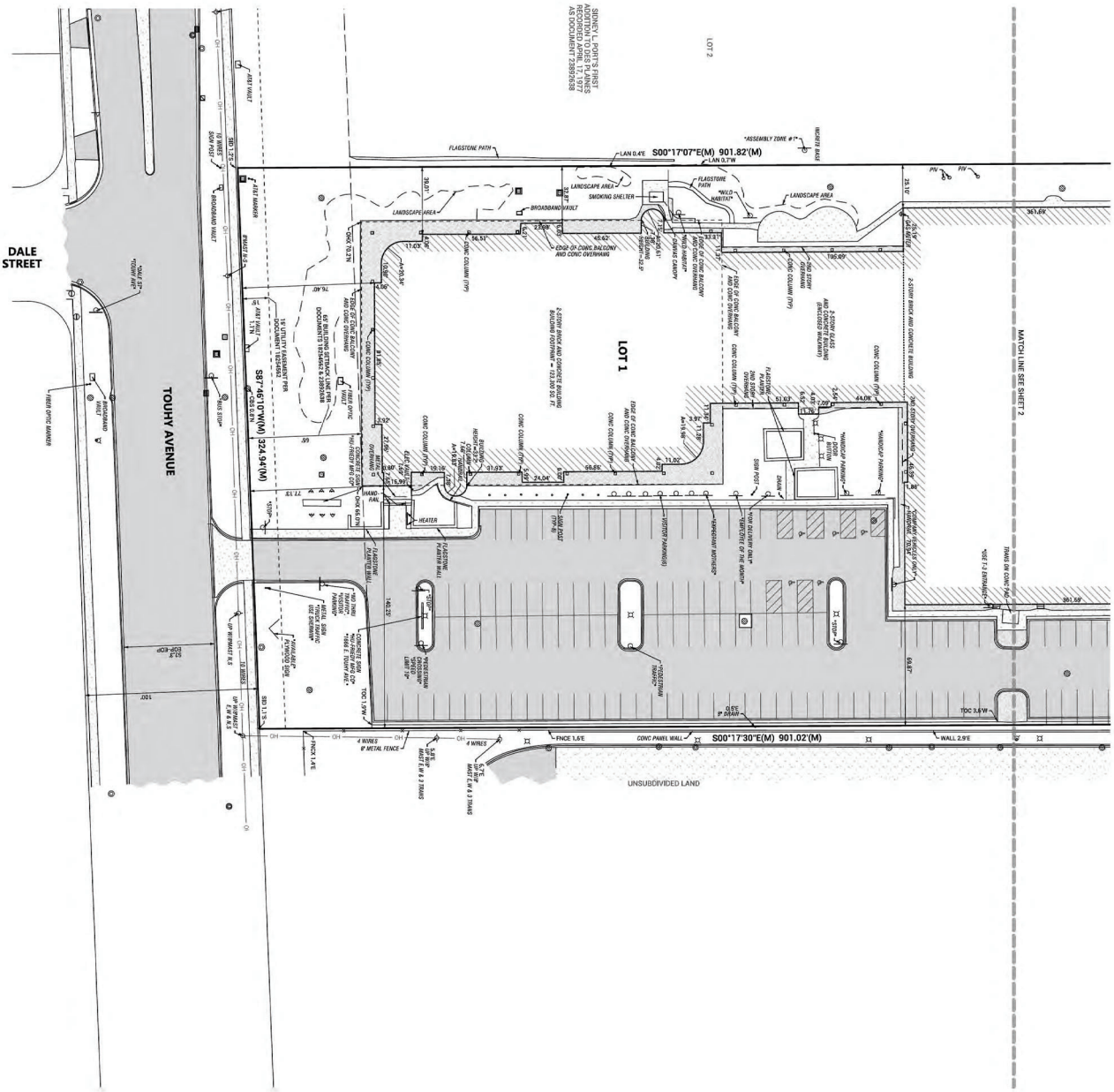
Spaceco, Inc.
9575 W Higgins Rd, Suite 700
Rosemont, IL 60018

REBECCA V. POPECK 3642 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS ROSEMONT, ILLINOIS

PREPARED FOR:
KURV INDUSTRIAL
9525 W. BRYN MAWR AVE.
SUITE 700
ROSEMONT, IL 60018

NO.	DATE	REMARKS


S00°17'07"E(M) 901.82'(M)
N87°54'35"E(M) 324.82'(M)
S00°17'30"E(M) 901.02'(M)
SHERWIN AVENUE
LOT 1
SIDNEY L. PORT'S FIRST ADDITION TO DES PLAINES RECORDED APRIL 7, 1927 AS DOCUMENT 238263B
LOT 2
SIDNEY L. PORT'S FIRST ADDITION TO DES PLAINES RECORDED APRIL 7, 1927 AS DOCUMENT 238263B
MATCH LINE SEE SHEET 3
2-STORY BRICK AND CONCRETE BUILDING
TALL 1-STORY BRICK BUILDING (LOADING DOCKS)
METAL CANOPY
CANOPY FRAME
HANDRAIL
42" METAL RAIL
TANK FARM
FIBER OPTIC BOX
FIBER OPTIC MANHOLE
FIBER OPTIC VAULT
15' UTILITY EASEMENT PER DOCUMENT 1828495
NO PARKING
NO BUILDING SETBACK LINES SHOWN ON RECORDED SUBDIVISION DOCUMENTS TEXT SHALL GOVERN
WOOD/PLASTIC SIGN
PEDESTRIAN CROSSWALK
TRAFFIC CONTROL BOX
METAL & WOOD SIGN
FENCE 0.8'E & 5.5'E
METAL FENCE
FENCE 5.0'E
WALL 3.5'E
CONC PANEL WALL
UNSUBDIVIDED LAND
RIGHT OF WAY
CURB & GUTTER
TOC 2.0'W
TOC 1.8'W
TOC 1.7'W
SID 0.1'E
SID 0.3'W
SID 0.2'E
SAN 0.3'S
SAN 0.2'S
SAN 0.2'E
STM 0.2'E
STM 0.3'E
STM 0.3'W
STM 0.4'W
STM 0.5'W
STM 0.6'W
STM 0.7'W
STM 0.8'W
STM 0.9'W
STM 1.0'W
STM 1.1'W
STM 1.2'W
STM 1.3'W
STM 1.4'W
STM 1.5'W
STM 1.6'W
STM 1.7'W
STM 1.8'W
STM 1.9'W
STM 2.0'W
STM 2.1'W
STM 2.2'W
STM



SHEET	3 OF 3	FILENAME:	1459ALTA-01
JOB NO.	1459	DATE:	04/22/2026

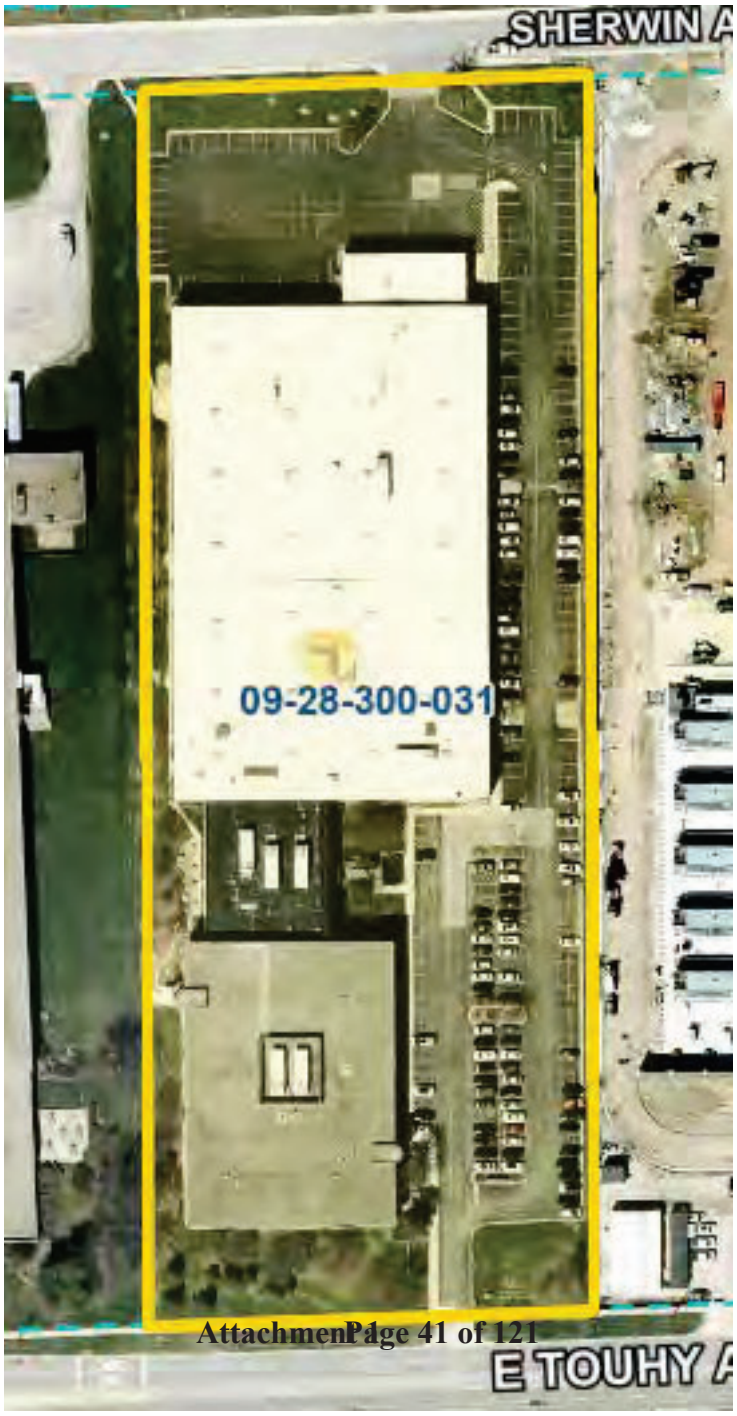
Spaceco
Civil Engineering & Surveying
spacecoinc.com
Rosemont, IL - Morris, IL - Indianapolis, IN

A.L.T.A. / N.S.P.S. LAND TITLE SURVEY

1666 E. TOUHY AVENUE
DES PLAINES, ILLINOIS

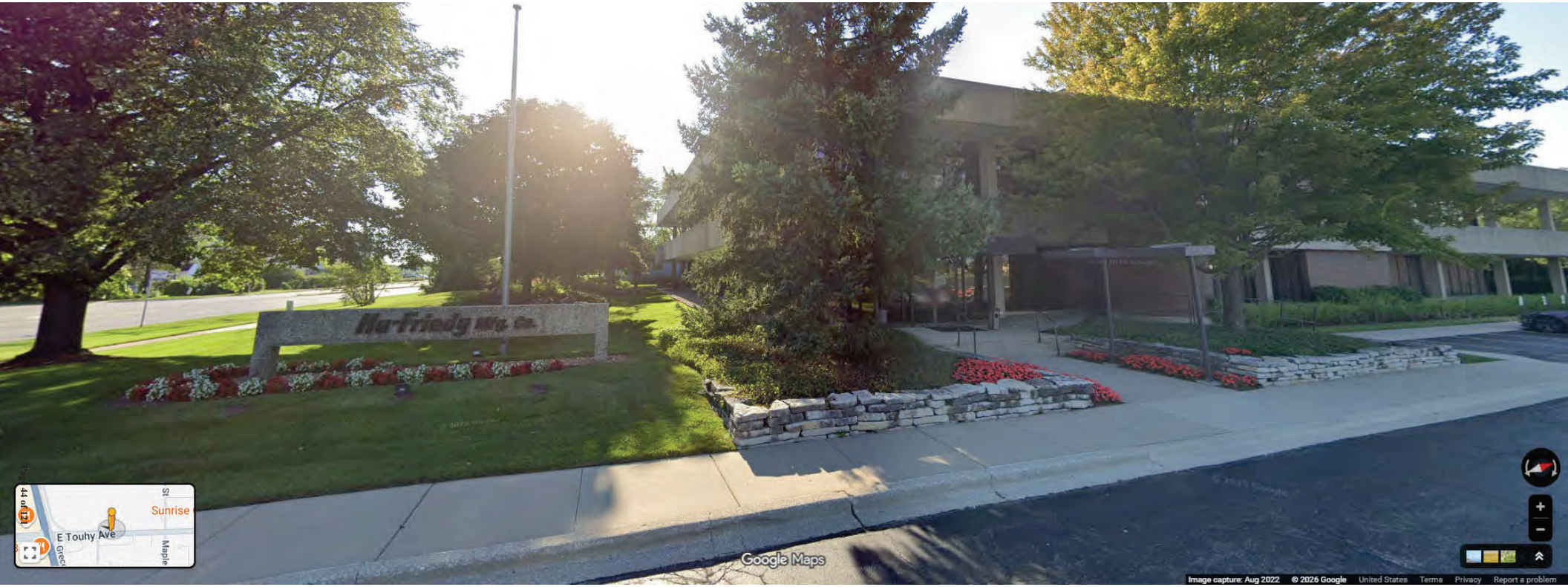
NO.	DATE	REMARKS
	06/04/26	UPDATED SETBACKS

NO.	DATE	REMARKS

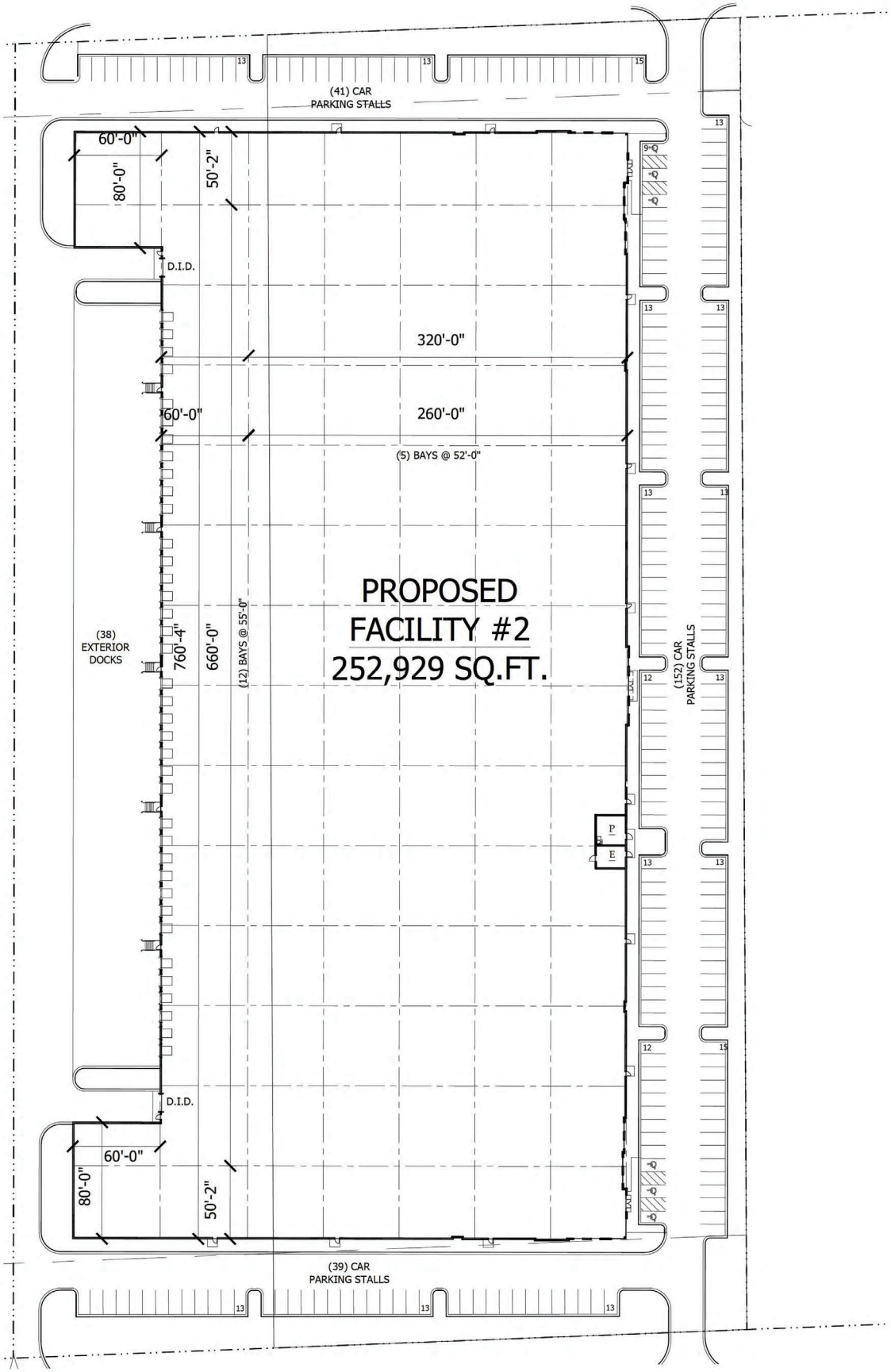

SHERWIN A
09-28-300-031
E TOUHY A


Sherwin Ave
1666 E Touhy Ave
Recently viewed
E Touhy Ave
Google Maps


6 5 4 3 2 1
Des Plaines Park District Administrative...
Maple St
45
Google Maps
Image capture: Aug 2022 © 2026 Google United States Terms Privacy Report a problem


Nu-Friedy Mfg. Co.
Sunrise
E Touhy Ave
Maple
Google Maps
Image capture: Aug 2022
© 2026 Google
United States
Terms
Privacy
Report a problem


AVAILABLE
847 720 1364
AVAILABLE
847 720 1364
Sunrise
E Touhy Av
Maple
Google Maps
Image capture: Jun 2025 © 2026 Google United States Terms Privacy Report a problem



1 FLOOR PLAN
SCALE: 1'-0" = 1/32"

NELSON
NELSONWW.com
Attachment 1

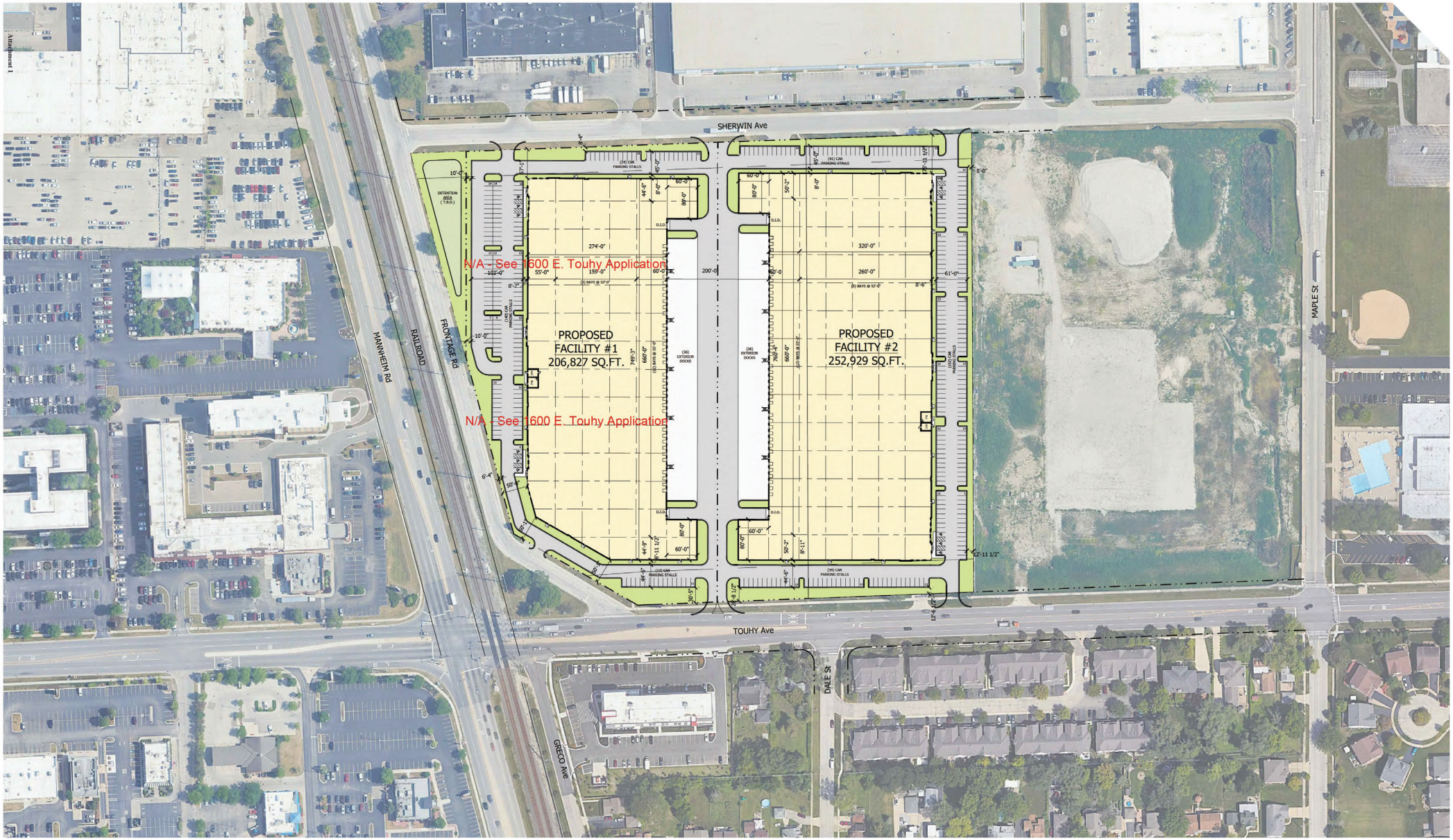
KURV
9525 W. BRYN MAWR AVE.
ROSEMONT, ILLINOIS

PROJECT: PROPOSED FACILITIES
1666 E TOUHY Ave
DES PLAINES, ILLINOIS

DATE: 06/4/2026
PROJECT: #25137

SHEET: FLOOR PLAN
BUILDING 2

PL-01
2 of 2
Page 46 of 121



1 SITE PLAN
SCALE: 1" = 80'-0"

NELSON
NELSONWW.com

KURV
9525 W. BRYN MAWR AVE.
ROSEMONT, ILLINOIS

PROJECT: PROPOSED FACILITIES
1666 E TOUHY Ave
DES PLAINES, ILLINOIS

DATE: 06/3/2026
PROJECT: #25137

SHEET: SITE PLAN
OPTION 2

SP-01
2 of 2

De eloper n or ation ro ected ndustrial se

1666 E. Touhy,
Des Plaines, IL 60018
PINs: Portions of 09-28-300-031-0000 (Main) &
09-28-300-032-0000

Kurv Industrial, formerly known as Bridge Industrial, is a Chicago-based, privately held, vertically integrated industrial real estate operating company and investment manager focused on the development, acquisition, ownership, and operation of Class A industrial and logistics properties. Founded in 2000, the company has built a significant national and international platform, with a particular focus on high-barrier, supply-constrained infill markets where modern industrial space is difficult to deliver but highly valued by tenants. Since its inception, Kurv has developed and acquired more than 76 million square feet of Class A industrial facilities, reflecting a long-standing track record of identifying complex real estate opportunities and converting them into institutional-quality logistics assets.

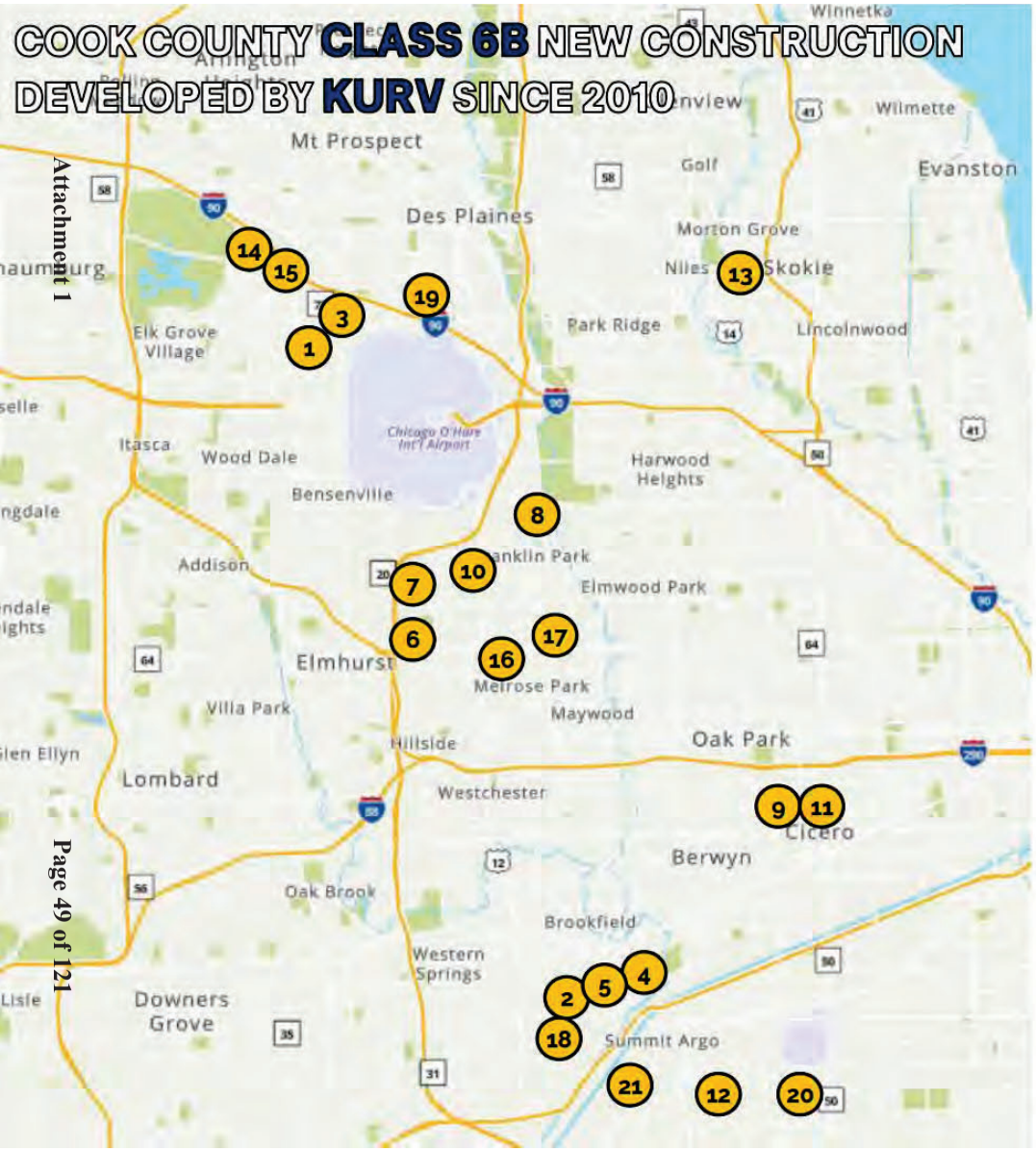
Kurv's expertise is particularly relevant in the Chicago industrial market, where the company has extensive experience delivering speculative industrial buildings and redeveloping challenging sites into modern logistics facilities. Kurv has been successful in securing 6b tax incentive for speculative projects throughout several municipalities within the Cook County & O'Hare submarket, including the City of Des Plaines. The Company previously purchased the site at 555 Howard, demolished the existing building, and successfully constructed and leased the new 225,260, Class A industrial facility now at the site.

The firm's capabilities include site acquisition, entitlement strategy, development management, construction oversight, leasing, investment management, and long-term asset operations, allowing it to control each major phase of the development process. Kurv has been repeatedly recognized for its speculative industrial development work in the Chicagoland area, including award-winning projects in established logistics submarkets such as Melrose Park, Itasca, Downers Grove, Franklin Park, Cicero, Waukegan, and other infill locations. In short, Kurv brings both the institutional experience and local execution capabilities needed to successfully deliver modern speculative industrial product in the Chicago metropolitan area.

Once construction is completed, the Applicant will lease the property to a speculative industrial tenant(s) with parking for up to 230+ individuals. The site is currently zoned M-2 general manufacturing district, which allows for a wide variety of industrial uses. The project is being built speculatively, but the Applicant does not expect to require any variances or other zoning relief.

The subject location is strategically positioned for industrial, logistics, distribution, and manufacturing users due to its immediate access to the greater O'Hare industrial market and the region's core transportation infrastructure. Located in Des Plaines, the site benefits from proximity to O'Hare International Airport, including the airport's north cargo facilities, making it well-suited for users that rely on air freight, time-sensitive shipping, supplier access, or regional distribution.

COOK COUNTY CLASS 6B NEW CONSTRUCTION DEVELOPED BY KURV SINCE 2010



ID	Property Name Address	Area (SF)	Year Built	Class 6B	Tenant(s)
1	Elk Grove Village I 2201 Lunt Ave, Elk Grove Village	150,520	2014	Yes	NNR Global (150,520 SF)
2	Bridge Vernon 4800 S Vernon Ave, McCook	189,216	2014	Yes	Nova Ortho-Med (79,187 SF) Grayhill Inc. (67,888 SF)
3	Elk Grove Village II 2475 Touhy Ave, Elk Grove Village	124,028	2015	Yes	Labelmaster Packing Services/DGM (32,477 SF) Basic Enterprise Inc. (69,967 SF) Pepperidge Farm (21,584 SF)
4	Bridge McCook I 8201 W 47th St, McCook	365,359	2015	Yes	Freeman Decorating Services (365,359 SF)
5	Bridge McCook II 8401 W 47th St, McCook	226,196	2015	Yes	Chicago Fine Motors LLC (31,547 SF) Video Equipment Rentals LLC (94,152 SF) Bridgestone Americas Tires (64,057 SF) DHL Express (36,440 SF)
6	Bridge Northlake (Spec) 525 Northwest Ave, Northlake	588,284	2016	Yes	Home Depot (588,284 SF)
7	Bridge Grand 11600 W Grand Ave, Northlake	182,965	2017	Yes	Pilot Freight (182,965 SF)
8	Bridge Schiller Park 9555 Soreng Ave, Schiller Park	157,525	2017	Yes	Fujitrans USA, Inc. (31,056 SF) Angles on Design (31,940 SF) KDX America (29,082 SF) United Health Care (32,678 SF)
9	Bridge Point 290 (Phase I) 1531 S 54th St, Cicero	323,343	2018	Yes	Royal Box Group (323,343 SF)
10	BP Franklin Park 10601 Franklin Ave, Franklin Park	754,103	2019	Yes	Flexport (107,720 SF) Agility Logistics (117,771 SF) Mainfreight (92,915 SF) Lowes (125,000 SF) Tablescapes (87,103 SF)
11	Bridge Point 290 (Phase II) 1400 Laramie Ave, Cicero	575,935	2019	Yes	Amazon (575,935 SF)
12	BP Bedford Park 6855 W 65th St, Bedford Park	219,267	2020	Yes	Pure's Food (219,267 SF)
13	BP Skokie 7800 Austin Ave, Skokie	171,752	2022	Yes	UPS (171,752 SF)
14	BP Elk Grove Village I 75 NW Point Blvd, Elk Grove Village	147,075	2023	Yes	Hitachi (22,664 SF)
15	BP Elk Grove Village II 81 NW Point Blvd, Elk Grove Village	60,127	2023	Yes	ADP (35,208 SF)
16	BP Melrose Park I 10400 W North Ave, Melrose Park	1,602,032	2024	Yes	CEVA (706,866 SF) Expeditors (669,914 SF) LCG Sales (90,418 SF)
17	BP Melrose Park II 2100 N 15th Ave, Melrose Park	186,880	2024	Yes	Tone Products (34,898 SF)
18	BP McCook 9301 W 55th St, McCook	1,182,104	2024	Yes	Crane Worldwide Logistics (992,151 SF) Freeman (66,651 SF)
19	BP Des Plaines I 555 Howard Ave, Des Plaines	225,600	2026	Yes	TBD
20	BP Bedford Park II 5133 W 65th Street	140,011	2026	Yes	TBD
21	BP Summit 7955 W 59th Street	341,887	2026	Yes	TBD
	TOTAL SF DEVELOPED SINCE 2010	**7,914,209**	-	-	-

plo ent pportunities

1666 E. Touhy,
Des Plaines, IL 60018
PINs: Portions of 09-28-300-031-0000 (Main) &
09-28-300-032-0000

Once construction is completed, the Applicant will lease the property to a speculative industrial tenant(s) with parking for up to 230+ individuals. The current building design lends itself to a number of different industrial uses, including distribution, warehousing, assembly and/or manufacturing. Kurv expects initial employment figures around 50+ full-time employees, with room for growth. Des Plaines and the surrounding northwest suburban market offer access to a deep regional labor pool with experience in warehousing, manufacturing, logistics, and airport-adjacent operations All employees will be compensated in accordance with the Cook County Living Wage. The Applicant expects the planned improvements on this specific site will also result in approx. 150+ temporary construction jobs.

In addition to increased property tax revenues, the eventual occupants' presence will significantly benefit the local community. Kurv expects the Occupants' employees and visitors will frequent City restaurants, gas stations, stores and more. Kurv also expects the eventual Occupant will attract both new and returning customers who will also frequent nearby establishments. According to the enclosed employee impact chart, an estimated 50 full-time individuals are expected to spend over , per year in the City on gas, entertainment, groceries, etc.

Employee Business Impact Chart					
Purchase	**Emp.**	**%**	**Exp./Week**	**Weeks**	**Total**
Lunch	50	55%	$55	50	$75,625
Grocery	50	30%	$50	50	$37,500
Consumer Goods	50	25%	$35	50	$21,875
Entertainment	50	15%	$55	50	$20,625
Auto-Gas	50	75%	$30	50	$56,250
TOTAL (Per Year)					**$211,875**
TOTAL (12 Year Term)					**$2,542,500**

Property Improvements, Potential Growth and Fiscal Effect

1666 E. Touhy,
Des Plaines, IL 60018
PINs: Portions of 09-28-300-031-0000 (Main) &
09-28-300-032-0000

Should the Class 6b Tax Incentive be granted, the Applicant plans to purchase the site, demolish the current facility and improvements, and invest approximately $21,000,000+ in hard costs to construct the proposed 256,929 square foot facility. The site provides parking for 230+ individuals, so while the Applicant expects a minimum of 50 full-time jobs, there's potential for 2-3x growth.

After the completion of the construction and subsequent stabilization, the Subject Property is projected to have a market value of approximately $25,100,196 which would generate an estimated $9,134,883 in total taxes (or approx. **$676,658 per year** to start) over the life of the Class 6b Tax Incentive. Without the redevelopment of the site, the existing facility would generate only an estimated $3,804,802 in total taxes with full vacancy relief (or approx. **$317,067** to start) over the life of the 6b tax incentive. Therefore, should the Class 6b Tax Incentive be approved for the new development, the Subject Property would generate over **$5,330,081** in additional real estate taxes over the life of the Class 6b Tax Incentive. Please see the enclosed 12 Year Tax Comparison Chart for more details.

12 Year Tax Estimates

1666 E. Touhy
Des Plaines, Illinois
PINs: Portions of 09-28-300-031-0000 (Main) &09-28-300-032-0000

Estimated Taxes Based on:
Final 2024 Market Value + Proposed Improvements & a New 6b
Compared to
Final 2024 Market Value, No Improvements, Full Vacancy Relief & No 6b
Compared to
Final 2024 Market Value + Proposed Improvements and No 6b

				Current Land Value + Proposed Hard Costs & a 6b Tax Incentive				Current 2026 Market Value, No Improvements, Full Vacancy Relief & No 6b				Current Land Value + Proposed Hard Costs & no 6b Tax Incentive			
Tax Year	2024 Tax Rate	2024 Multiplier	Estimated Effective Tax Rate*	Estimated Market Value	Assessment Level with a Class 6b**	Estimated Assessed Value With a Class 6b	Estimated Tax With a Class 6b	Estimated Market Value	Assessment Level With NO Class 6b	Estimated Assessed Value Without a Class 6b	Estimated Taxes Without a Class 6b	Estimated Market Value	Assessment Level With NO Class 6b	Estimated Assessed Value Without a Class 6b	Estimated Taxes Without a Class 6b
2029	8.881%	3.0355	26.958%	$25,100,196	10%	$2,510,020	**$676,658**	$4,704,557	25%	$1,176,139	**$317,067**	$25,100,196	25%	$6,275,049	**$1,691,645**
2030	8.881%	3.0355	26.958%	$25,100,196	10%	$2,510,020	**$676,658**	$4,704,557	25%	$1,176,139	**$317,067**	$25,100,196	25%	$6,275,049	**$1,691,645**
2031	8.881%	3.0355	26.958%	$25,100,196	10%	$2,510,020	**$676,658**	$4,704,557	25%	$1,176,139	**$317,067**	$25,100,196	25%	$6,275,049	**$1,691,645**
2032	8.881%	3.0355	26.958%	$25,100,196	10%	$2,510,020	**$676,658**	$4,704,557	25%	$1,176,139	**$317,067**	$25,100,196	25%	$6,275,049	**$1,691,645**
2033	8.881%	3.0355	26.958%	$25,100,196	10%	$2,510,020	**$676,658**	$4,704,557	25%	$1,176,139	**$317,067**	$25,100,196	25%	$6,275,049	**$1,691,645**
2034	8.881%	3.0355	26.958%	$25,100,196	10%	$2,510,020	**$676,658**	$4,704,557	25%	$1,176,139	**$317,067**	$25,100,196	25%	$6,275,049	**$1,691,645**
2035	8.881%	3.0355	26.958%	$25,100,196	10%	$2,510,020	**$676,658**	$4,704,557	25%	$1,176,139	**$317,067**	$25,100,196	25%	$6,275,049	**$1,691,645**
2036	8.881%	3.0355	26.958%	$25,100,196	10%	$2,510,020	**$676,658**	$4,704,557	25%	$1,176,139	**$317,067**	$25,100,196	25%	$6,275,049	**$1,691,645**
2037	8.881%	3.0355	26.958%	$25,100,196	10%	$2,510,020	**$676,658**	$4,704,557	25%	$1,176,139	**$317,067**	$25,100,196	25%	$6,275,049	**$1,691,645**
2038	8.881%	3.0355	26.958%	$25,100,196	10%	$2,510,020	**$676,658**	$4,704,557	25%	$1,176,139	**$317,067**	$25,100,196	25%	$6,275,049	**$1,691,645**
2039	8.881%	3.0355	26.958%	$25,100,196	15%	$3,765,029	**$1,014,987**	$4,704,557	25%	$1,176,139	**$317,067**	$25,100,196	25%	$6,275,049	**$1,691,645**
2040	8.881%	3.0355	26.958%	$25,100,196	20%	$5,020,039	**$1,353,316**	$4,704,557	25%	$1,176,139	**$317,067**	$25,100,196	25%	$6,275,049	**$1,691,645**
				Total Estimated Taxes (2029 to 2040)			**$9,134,883**	**Total Estimated Taxes (2029 to 2040)**			**$3,804,802**	**Total Estimated Taxes (2029 to 2040)**			**$20,299,740**

Property Tax Revenue Generated Over the Life of the Property's Class 6b Tax Incentive Renewal	**$5,330,081**

Additional Revenue Generated by ~50 Full Time Employees (PER YEAR)	**$211,875**

Notes:

* The 2024 Tax Rate (the 2024 tax rate x the 2024 multiplier) was used. It does not take into account any increases or decreases in the Effective Tax Rate between 2024 and 2040.

**The above is based on the assumption that the Class 6b Tax Incentive for the subject property will be granted in 2026 and activated in 2029

***A 20% Occupancy Factor was applied to the 2026 Building Assessed Value.

The above estimates are speculative, and should be treated as such.

PSA

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is entered into as of the Effective Date (defined below) by and between (i) MIDWEST RE ACQUISITIONS, LLC, a Delaware limited liability company, or its nominee or assignee ("Purchaser"), and (ii) 1666 E TOUHY LLC, an Illinois limited liability company ("Seller").

RECITALS:

WHEREAS, Seller owns the real property containing approximately 6.72 acres, which is improved and operated as an industrial warehouse building located at 1666 East Touhy Avenue, Des Plaines, Illinois, and more particularly described on Exhibit A attached hereto (the "Property").

WHEREAS, Seller has agreed to sell the Property to Purchaser and Purchaser has agreed to purchase the Property, upon the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the recitals set forth above, the mutual agreements and undertakings set forth in this Agreement and other good and valuable consideration, Purchaser and Seller hereby covenant and agree as follows:

ARTICLE 1: PROPERTY/PURCHASE PRICE

1.1 Certain Basic Terms.

(a) Purchaser and Notice Address:

c/o Bridge Industrial
9525 West Bryn Mawr Avenue, Suite 700
Rosemont, Illinois 60018
Attention: Jonathan Pozerycki
E-mail: jpozerycki@bridgeindustrial.com

NW 49th Avenue, LLC
c/o Bridge Industrial
9525 W. Bryn Mawr Ave., Suite 700
Rosemont, Illinois 60018
Attn: Nick Siegel
Email: nsiegel@bridgeindustrial.com

With a copy to (which shall not constitute notice):

Holland & Knight LLP
150 North Riverside Plaza, Suite 2700
Chicago, Illinois 60606
Attention: Aaron O'Donnell
E-mail: aaron.odonnell@hklaw.com

With a copy to:

c/o Bridge Industrial
444 West Lake Street, Suite 3125
Chicago, Illinois 60606
Attention: Legal Department
E-mail: notices@bridgeindustrial.com

(b) Seller and Notice Address:

HuFriedy Group
1666 E Touhy
Des Plaines, Illinois 60018
Attention: Matt Berns
E-mail: mberns@hu-friedy.com

With a copy to:

Much Shelist, P.C.
191 North Wacker Drive, Suite 1800
Chicago, Illinois 60606.1615
Attention: Robert W. Glantz
Eric J. Genin
E-mail: rglantz@muchlaw.com
egenin@muchlaw.com



1.2 Purchase and Sale; Property. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following (collectively, the "Property"):

(a) The "Real Property," being the land described in Exhibit A attached hereto, together with (i) all improvements located thereon ("Improvements"), (ii) all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining to such real property, (iii) all right, title, and interest of Seller in and to all strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining such real property; and (iii) all development rights, air rights, water, water rights, riparian rights and water stock relating to the real property; which Real Property and Improvements shall be conveyed to Purchaser by an instrument substantially in the form of the Special Warranty Deed attached to this Agreement as Exhibit B (the "Special Warranty Deed");

(b) The "Tangible Personal Property," being all equipment, machinery, furnishings, carpeting, window treatment, and other tangible personal property owned by Seller, and Seller's interest in any such property leased by Seller, now or hereafter located in and used in connection with the operation, ownership or management of the Real Property, which Tangible Personal Property shall be conveyed to Purchaser by an instrument substantially in the form of the Bill of Sale, Assignment of Service Contracts and Intangible Personal Property attached to this Agreement as Exhibit C (the "Bill of Sale"). The foregoing notwithstanding, Tangible Personal Property shall expressly exclude the personal property identified on Schedule 1.2 (b) attached to this Agreement.

(c) The Service Contracts (defined in Section 2.1), other than the Rejected Contracts (as defined in Section 2.3), which Service Contracts shall be assigned to Purchaser by an instrument substantially in the form of the Bill of Sale.

(d) The "Intangible Personal Property," being the entire right, title and interest of the Seller in and to all intangible personal property, to the extent owned by Seller, and assignable to Purchaser and relate solely to the Real Property, the Improvements and the operation thereof, including, without limitation (i) all warranties and guaranties (whether express or implied) from contractors, subcontractors, architects, engineers, design professionals, manufacturers, material and labor suppliers and any other parties involved in the design or construction of the Property (collectively, the "Construction Parties"), any contract rights against any Construction Parties, and all causes of action and choses in action against any Construction Parties, (ii) all trade names and trademarks associated with the Real Property and the Improvements, including Seller's rights and interests in the name of the Real Property; (iii) all Permits (defined in Section 2.1); (iv) all surveys, studies, reports, blueprints, drawings, plans and specifications (including, without limitation, structural, HVAC, mechanical and plumbing plans and specifications) and other documentation for or with respect to the condition, development, construction or operation of the Property or any part thereof, all soil tests, environmental report and appraisals, (v) all vendor's and supplier's lists and related files and all files, data and other information concerning the Contracts, and (vi) all other existing books, records and documents (including, without limitation, those relating to ad valorem taxes) used in connection with the operation of the Property or any part thereof, which Intangible Personal Property shall be conveyed to Purchaser by an instrument substantially in the form of the Bill of Sale. The foregoing notwithstanding, the Intangible Personal Property shall expressly exclude any appraisals, internal reports, valuations, other offers or agreements relating to the acquisition or sale of the Property, internal economic evaluations of the Property prepared by Seller or its affiliates, reports regarding the Property prepared by Seller or any affiliate of Seller for the internal use or for the information of the investors in Seller, any other proprietary information not relating to the physical condition, use, or operation of the Property, or any information or documents that are attorney-client work product or subject to the attorney-client privilege (collectively, the "Excluded Materials").

[redacted]

ARTICLE 2: INSPECTION

2.1 Seller's Delivery of Specified Documents. If and to the extent not previously furnished to Purchaser, Seller shall provide to Purchaser, no later than five (5) business days after the Effective Date, the following (the "Property Information"), but only to the extent it exists and is in Seller's possession or reasonable control:

(a) Financial Information. Monthly operating statements of the Property for the last three fiscal years and the current year to date, if applicable ("Operating Statements");

(b) Tax Statements; Tax Consultant. Real Estate tax bills, notices of assessment, and other documents related to assessment and tax challenges for the 24 months preceding the Effective Date;

(c) Insurance and Loss History. Insurance casualty reports, if any, for the 24 months preceding the Effective Date;

(d) Utility Bills. Copies of all utility bills for the Property for the 24 months preceding the Effective Date;

(e) Business License and Permit. Copies of all certificates of use and occupancy and other governmental permits, licenses, approvals, certificates and authorizations pertaining solely to the Property or the use or occupancy thereof (collectively, the "Permits");

(f) Service Contracts. Copies, of all, service, supply, equipment rental, and other contracts related to the operation of the Property ("Service Contracts");

(g) Construction Information. Copies of all plans and specifications, construction drawings (including all as-built plans and CAD drawings), re-measurement studies and contracts in connection with the construction of the Improvements on the Property (including any capital improvements undertaken since the original construction), and all contractors' and subcontractors' warranties which remain in effect (including roof warranties);

(h) Reports. Any environmental, architectural, soils, and engineering reports (including façade reports) related to the Property, together with all contracts, notices, compliance certificates and notices and related materials pertaining to any past or present Hazardous Materials (defined below) at or affecting the Property;

(i) Existing Title and Survey. Copy of Seller's existing title insurance policy and most current survey of the Property;

(j) Notices of Violations. Any notices of open building, zoning, health, fire etc., code violations and corrective plans for outstanding violations;

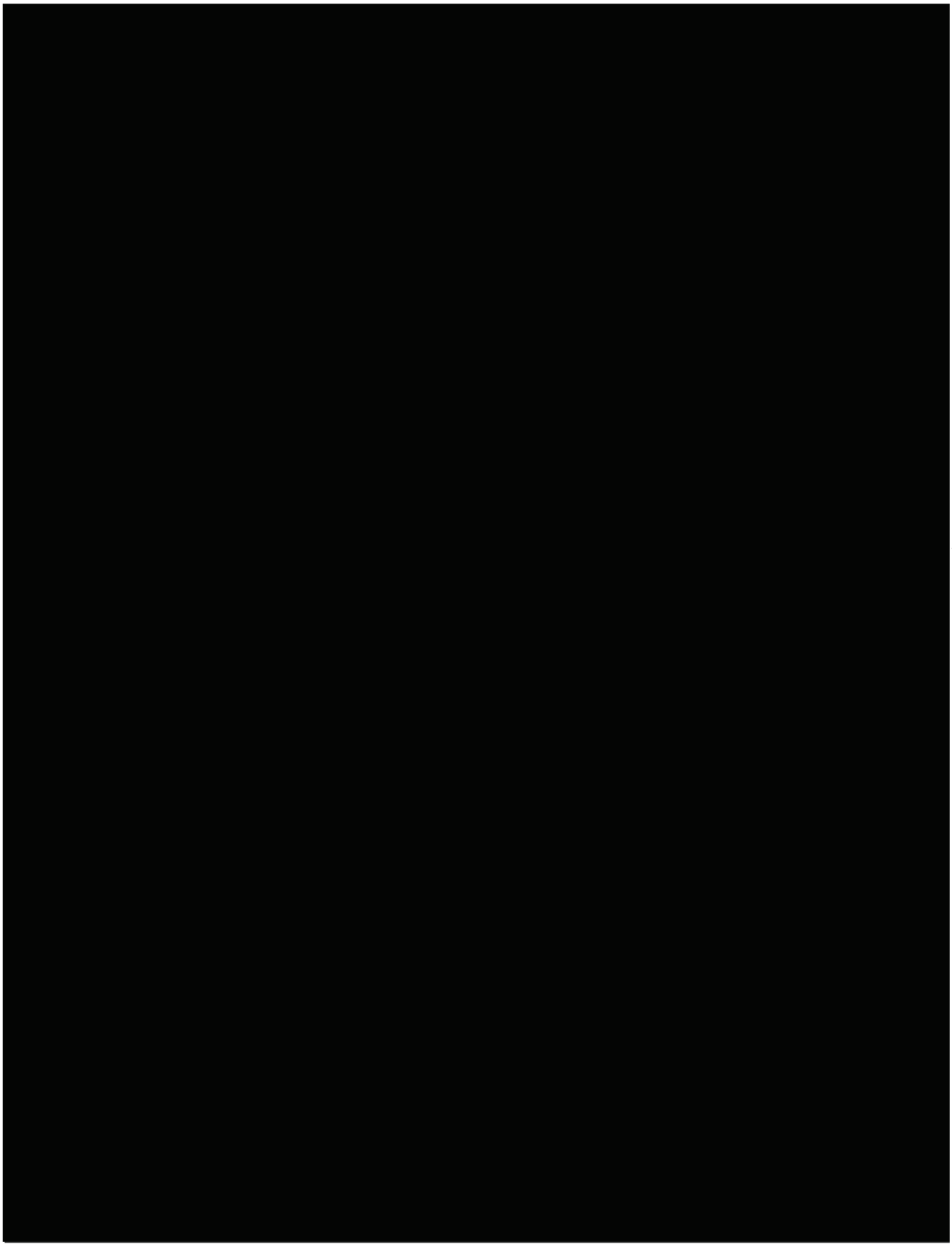
(k) Litigation. List of current litigation, actions, proceedings, investigations pending against Seller or the Property, other than unlawful detainer proceedings; and

(l) Additional Items. Any other information, documents or materials pertaining to the Property which is reasonably requested by Purchaser, to the extent within the possession or control of Seller or the property manager.

Seller shall have an ongoing obligation during the pendency of this Agreement to provide Purchaser with any document described above coming into Seller's possession or produced by Seller (or of which Seller otherwise becomes aware) after the initial delivery of the Property Information. Purchaser acknowledges that it has no right to review any of the Excluded Materials.

If this Agreement is terminated, then promptly following such termination, Purchaser shall return to Seller any originals of the Property Information that Purchaser has received from or through Seller and destroy any copies of the Property Information. Prior to Closing or in the event the Closing never occurs, the Property Information and all other information (other than matters of public record or matters generally known to the public) furnished to, or obtained through inspection of the Property by, Purchaser, its affiliates, lenders, employees, attorneys, accountants and other professionals or agents relating to the Property, will be treated by Purchaser, its affiliates, lenders, employees and agents as strictly confidential, and will not be disclosed to anyone (except as reasonably required in connection with Purchaser's evaluation of the Property), except to Purchaser's consultants who agree to maintain the confidentiality of such information. The terms and provisions of this paragraph shall survive the Closing or the earlier the termination of this Agreement for a period of one year.

[redacted]





2.4 Contracts. At or prior to the expiration of the Due Diligence Period, Purchaser shall identify to Seller which of the Service Contracts, if any, that Purchaser will accept at Closing; and all other Service Contracts (the "Rejected Contracts") shall be terminated by Seller at or prior to Closing at Seller's sole cost and expense.

ARTICLE 3: TITLE AND SURVEY REVIEW

3.1 Title Commitment and Survey. Purchaser shall obtain, at Purchaser's cost and expense (i) a current, effective commitment for title insurance (the "Title Commitment") issued by Chicago Title Insurance Company (the "Title Company") for the Property in the amount of the Purchase Price with Purchaser, or Purchaser's designee, as the proposed insured, and (ii) a current survey of the Property ("Survey") which shall conform to the requirements for an "ALTA/ACSM Land Title Survey". It is Purchaser's responsibility to confirm prior to the expiration of the Physical Due Diligence Period whether or not the Title Company will issue any and all endorsements desired by Purchaser.

3.2 Title and Survey Review and Cure. Commencing on the Effective Date and continuing until the Title Objection Deadline (as defined below), Purchaser shall review title to the Property as disclosed by the Title

Commitment and the Survey. On or before the date that is ten (10) business days prior to the last day of the Physical Due Diligence Period (as may be extended pursuant to Section 2.2) (the "Title Objection Deadline") Purchaser shall deliver to Seller and Title Company in writing any objections to items in the Title Commitment and/or the Survey ("Purchaser's Title Notice"). Seller shall have five (5) Business Days after receipt of Purchaser's title notice to confirm in writing to Purchaser whether Seller shall, at Seller's sole cost, cure or cause the Title Company to insure over matters objected to by Purchaser and/or cause the Survey to be revised to cure such matters objected to by Purchaser. If Purchaser timely delivers a Purchaser's Title Notice, then Seller may, but shall have no obligation to, within five (5) business days after its receipt of the Purchaser's Title Notice ("Seller's Election Period"), elect to eliminate or cure the disapproved title matters by giving Purchaser written notice ("Seller's Title Notice") of those disapproved title matters, if any, which Seller agrees to so remove or cure by the Closing Date. Seller's failure to deliver Seller's Title Notice prior to the expiration of the Seller's Election Period shall be deemed to constitute Seller's refusal to remove or cure any such disapproved title matters. Purchaser acknowledges and agrees that any title or survey matters in existence as of the Title Objection Deadline and not timely disapproved of by Purchaser as set forth herein shall be deemed Permitted Exceptions (defined below); provided, that for the avoidance of doubt, Purchaser shall not be required to object to any Required Cure Items, which Seller is expressly obligated to cure or cause to be removed from the Title Policy in accordance with this Section 3.2. Purchaser further acknowledges and agrees that any title or survey matters timely disapproved by Purchaser shall be deemed eliminated or cured to the extent that Seller causes such exception to be removed from the Title Policy at Closing. If Seller does not elect to remove or cure (or is deemed to have elected not to remove or cure) any disapproved title or survey matters, then Purchaser shall have the right (as its sole remedy), upon delivery of notice to Seller and Escrow Agent prior to the End of the Physical Due Diligence Period, to either: (a) waive its disapproval, in which event the disapproved matters shall be deemed approved and part of Permitted Exceptions; or (b) terminate this Agreement. Failure to timely take either one of the actions described in (a) or (b) above shall be deemed to be Purchaser's election to take the action described in (a) above. If Purchaser elects to terminate this Agreement as provided in clause (b) above, this Agreement shall automatically terminate, the parties shall be released from all further obligations under this Agreement except for those which expressly survive an early termination and, except as otherwise provided in this Agreement, the Earnest Money shall be returned to Purchaser by the Escrow Agent. In no event shall Seller be obligated to eliminate or cure any title exceptions (other than Required Cure Items) and any failure to do so shall not be a Seller default hereunder; provided, however, that Seller's failure to cure, insure over or otherwise eliminate from the Title Policy any Required Cure Items or any other disapproved title matter that Seller agreed in writing to cure, insure over or otherwise eliminate for the Title Policy at or prior to Closing shall be deemed a default (subject to applicable notice and cure period) by Seller hereunder, and Purchaser shall be entitled to exercise its rights pursuant to Section 8.1 hereof.

The term "Permitted Exceptions" shall mean: (i) real estate taxes and assessments not yet delinquent; (ii) the standard exceptions, if any, which appear in the Title Policy; (iii) any laws, rules, regulations, statutes, ordinances, orders or other legal requirements currently affecting the Property or hereafter imposed by any Governmental Entity, including, without limitation, all zoning, land use, building and environmental laws, rules, regulations, statutes, ordinances, orders or other legal requirements, including landmark designations and all zoning variance and special exceptions, if any; (iv) the Seller Lease; (v) such other exceptions as the Title Company shall commit to omit or insure over; (vii) charges for sewer and water services that are not yet delinquent; and (vi) such other exceptions to title or survey exceptions as may be approved or deemed approved by Purchaser (or that Purchaser elects or is deemed to have elected to take title subject to) pursuant to the above provisions of this Section 3.2, or as otherwise expressly permitted under this Agreement, or any exceptions resulting from the acts of Purchaser or the Purchaser Parties.

Notwithstanding the foregoing or any other provision of this Agreement to the contrary, Seller shall, prior to or as of the Closing Date, satisfy, cure or cause to be removed from the Title Policy the following, regardless of whether Purchaser timely objects to the same (collectively, "Required Cure Items": (i) any liens securing any existing mortgage financing obtained or assumed by Seller that encumbers all or any portion of the Property as of the Effective Date, (ii) any liens securing any other mortgage financing voluntarily obtained by Seller after the Effective Date and prior to the Closing, (iii) any mechanics' liens or materialmens' liens arising from any work or improvements at the Property contracted for by Seller that encumber the Property on the Closing Date (other than liens or claims arising from Purchaser's due diligence reviews or inspections hereunder), (iv) any judgment liens against Seller affecting the Land or any portion thereof, (v) any other title matters that were created due to the acts or conduct of Seller any time after the date Purchaser receives the initial Title Commitment, and (vi) all other liens or encumbrances arising by or through Seller which appear on Schedule C of the Title Commitment and which may be removed by payment of a liquidated sum of money; provided, however, that in the case of clause (vi), the out-of-pocket cost to Seller to remove such exceptions shall not exceed $100,000.00 (unless such lien or encumbrance arises after the expiration of the

Physical Due Diligence Period, in which case there shall be no limit on the out-of-pocket cost to Seller to remove such exceptions); provided that, notwithstanding anything to the contrary in this Agreement, Seller have the one-time right to extend the Closing Date for up to five (5) business days in order to cause the Title Company to issue the Title Policy to Purchaser without exception for any Required Cure Items. Under no circumstance shall a Required Cure Item constitute a Permitted Exception.

3.3 Delivery of Title Policy at Closing. The Title Company shall issue at Closing, or unconditionally (subject to the payment of the applicable premium) commit at Closing to issue, to Purchaser, an ALTA 2021 Owner's Policy of Title Insurance for the Property, insuring Purchaser as owner of good, marketable and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions and the standard exceptions, if any, which appear therein (the "Title Policy"). Seller shall execute at Closing any affidavits and/or undertakings in such form as the Title Company shall reasonably require for the issuance of the Title Policy and/or which is customarily required in the county in which the property is located. The Title Policy may be delivered after the Closing if, at the Closing, the Title Company issues a currently effective, duly-executed "marked-up" Title Commitment and irrevocably commits in writing to issue the Title Policy in the form of the "marked-up" Title Commitment promptly after the Closing Date.

ARTICLE 4: OPERATIONS AND RISK OF LOSS

4.1 Ongoing Operations. During the pendency of this Agreement Seller shall:

(a) Performance under Service Contracts. (i) Use commercially reasonable efforts to operate and maintain the Property substantially in the same manner as it did before the Effective Date pursuant to its normal course of business, subject to reasonable wear and tear and further subject to destruction by casualty, condemnation, and (ii) perform its material obligations under the Service Contracts and other agreements that may affect the Property, and (iii) maintain in full force and effect property/casualty insurance providing coverage which is not less (in covered perils or amount of coverage) than the insurance maintained by Seller as of the Effective Date.

(b) New Contracts. Not enter into any Service Contract or other agreement that will be an obligation affecting the Property subsequent to the Closing, except contracts entered into in the ordinary course of business that are terminable without cause on 30-days' notice without payment of any termination fee.

(c) Listing and Other Offers. Not list the Property with any broker or otherwise solicit or make or accept any offers to sell or lease the Property, engage in any discussions or negotiations with any third party with respect to the sale, lease or other disposition of the Property, or enter into any contracts or agreements (whether binding or not) regarding any disposition or lease of the Property.

(d) Maintenance of Improvements. Maintain all Improvements in good condition and repair, subject to reasonable wear and tear and further subject to destruction by casualty or condemnation.

(e) Personal Property Not remove any Tangible Personal Property except as may be required for necessary repair or replacement, and replacement shall be of equal quality and quantity as existed as of the time of its removal.

(f) Leasing Arrangements. Not, without Purchaser's prior written consent in each instance, which consent shall be given or denied, enter into a new lease for space in the Property.

(g) Management and Leasing Agreements. Terminate any property management agreement or any exclusive leasing agreement affecting the Property on or before Closing and pay any fees due thereunder.

(h) Litigation. Advise Purchaser promptly of any pending or threatened in writing litigation, arbitration proceeding or administrative hearing (including condemnation) which materially affects Seller or the Property.

(i) Liens and Encumbrances. Not create, incur or voluntarily suffer to be created any mortgage, pledge or other encumbrance in any way affecting any portion of the Property without the prior written consent of Purchaser.

(j) Change of Representation or Warranty. Seller agrees to notify Purchaser within two (2) business days of obtaining any Seller's Knowledge that any of the representations and warranties of Seller set forth in Section 7.1 have become untrue or incorrect.

(k) Notices. Seller agrees to notify Purchaser within two (2) business days in the event Seller receives notice or obtains knowledge of (i) the taking of the Property or any portion thereof by eminent domain; (ii) any casualty relating to the Property; (iii) the filing of an action, claim or proceeding in any court or administrative agency against Seller which may have a material adverse effect on the Property; or (iv) any violation of any legal requirements, or insurance requirements, affecting the Property, any service of process relating to the Property or which materially and adversely affects Seller's ability to perform its obligations under this.

4.2 Damage. Risk of loss up to and including the Closing Date shall be borne by Seller. In the event of any Material Damage to the Property (as hereinafter defined), including any Environmental Casualty (as hereinafter defined), Purchaser may, at its option, by written notice to Seller given within 10 days after Seller notifies Purchaser of such damage or destruction (and if necessary the Closing Date shall be extended to give Purchaser the full 10-day period to make such election): (i) terminate this Agreement and the entire Earnest Money shall be immediately returned to Purchaser, or (ii) proceed under this Agreement, in which case Purchaser shall have the option (which election shall be included in its notice to Seller), to require Seller to waive the requirement for the Seller Lease at Closing. If Purchaser elects (ii) above or if Seller notifies Purchaser that it will waive the requirement for a Seller Lease at Closing, then at Closing, Purchaser shall either receive any insurance proceeds, or an assignment of all insurance proceeds, if proceeds are not yet available due Seller as a result of such damage or destruction. Purchaser may extend the Closing Date for up to an additional 10 day period in which to obtain insurance settlement agreements with Seller's insurers, and Seller will cooperate with Purchaser in obtaining the insurance proceeds or assignment of insurance proceeds and such agreements from Seller's insurers. If the Property is not materially damaged, then Purchaser shall not have the right to terminate this Agreement, but Seller shall assume responsibility for such repair at Seller's sole cost and expense pursuant to the Seller Lease. In the event Seller assumes responsibility for any Material Damage or non-material damage pursuant to the Seller Lease and this Section 4.3, then Seller shall be entitled to all insurance proceeds due Seller as a result of such damage or destruction. "Material Damage" and "Materially Damaged" means damage which would materially and adversely impact Purchaser's redevelopment plans for the Property as determined by Purchaser in its commercially reasonable discretion. "Environmental Casualty" means an event occurring after the Effective Date resulting in damage or destruction to the Property that would constitute a violation of any Environmental Laws (and which, for the sake of clarity, is not disclosed in any of the environmental reports provided by Seller, if any).

4.3 Condemnation. In the event any proceedings in eminent domain are instituted or, to Seller's knowledge, threatened, by anybody having the power of eminent domain with respect to a Material Portion (as defined below) of the Property the Property then Seller shall promptly give written notice thereof to Purchaser. In such event Purchaser may, at its option, by written notice to Seller given within 10 days after Seller notifies Purchaser of such proceedings (and if necessary the Closing Date shall be extended to give Purchaser the full 10-day period to make such election): (i) terminate this Agreement and the Earnest Money shall be promptly returned to Purchaser, or (ii) proceed under this Agreement with no reduction in the Purchase Price, in which event Seller shall, at the Closing, assign to Purchaser its entire right, title and interest in and to any condemnation award, and Purchaser shall have the sole right during the pendency of this Agreement to negotiate and otherwise deal with the condemning authority in respect of such matter; provided, that (a) if a condemnation or taking event causes the remaining portion of the Property (or any party's occupancy thereof) to fail to comply with any applicable laws or regulations to the extent that Seller cannot legally operate its business at the Property, then the requirement for a Seller Lease will be deemed waived by both parties, and the parties will proceed to Closing without the Seller Lease, or (b) if a condemnation or taking event occurs that would otherwise allow the Seller Tenant terminate the Seller Lease pursuant to the terms thereof, then Seller shall advise Purchaser prior to Closing as to whether Seller will still require Seller Lease at Closing (and if Seller fails to provide such notice, then Seller will be deemed to have elected to waive the requirement for the Seller Lease at Closing). As used herein, "Material Portion" shall mean such portion of the Property which would materially and adversely impact Purchaser's redevelopment plans for the Property as determined by Purchaser in its

commercially reasonable discretion. If, prior to Closing, a taking or condemnation relating to any part of the Property has occurred, or to Seller's knowledge, is threatened and which is not a Material Portion, the Closing shall take place as provided in this Agreement, with no reduction in the Purchase Price, and Seller shall: (y) assign to Purchaser at Closing all of Seller's right, title and interest in and to all proceeds resulting or to result from said condemnation; and (z) only to the extent of any proceeds actually received by Seller (or its affiliates) from such condemnation, credit (against the Purchase Price) the amount of such proceeds at Closing.

ARTICLE 5: CLOSING

5.1 Closing. The consummation of the transaction contemplated herein ("Closing") shall occur through escrow with Escrow Agent on the Closing Date. Notwithstanding the foregoing, Purchaser shall have the right to elect to postpone the then-scheduled Closing Date by up to sixty (60) days by delivering (i) written notice of such election (the "Closing Extension Notice") to Seller and Escrow Agent on or before 5:00 p.m. (Central Time) on the date that is five (5) business days prior to the then-scheduled Closing Date, and [redacted] Escrow Agent on or before the date that is three (3) business days after its delivery of the Closing Extension Notice. The Closing Extension Deposit shall not be deemed a part of the Earnest Money and shall be non-refundable to Purchaser in all circumstances except upon the occurrence of a Material Seller Failure (as defined below in this Section 5.1). Furthermore, the Closing Extension Deposit is independent of the Purchase Price and shall not be applied as a credit against the Purchase Price at Closing. The Closing shall be a so called "mail away" closing in which the Closing Documents and monies are disbursed with the recordable documents being recorded after such disbursement and the Title Company insuring the "Gap Period". The parties agree that the Closing shall be set up so that the parties and their respective attorneys, or any of them, need not be physically present and may deliver all necessary documents by overnight mail, electronic mail (except for original documents), or other means to the Escrow Agent. Notwithstanding anything to the contrary herein, if the Closing Date falls on a Saturday, Sunday, federal holiday, or holiday observed by the State of Illinois, the Closing shall occur on the next business day thereafter; provided further that the Closing Date may be changed by mutual agreement of the parties or as otherwise provided for in this Agreement. The balance of the Purchase Price, plus or minus prorations and other adjustments pursuant to this Agreement shall be deposited into and held by Escrow Agent in a closing escrow account with a bank satisfactory to Purchaser and Seller. Upon satisfaction or completion of all closing conditions and deliveries, the parties shall direct the Escrow Agent to immediately record and deliver the Closing Documents to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser. As used in this Section 5.1, a "Material Seller Failure" shall mean, (a) a default of Seller under Section 8.1 below which is not cured in accordance with Section 8.3, (b) a failure by Seller to cure a Required Cure Item as set forth in Section 3.2 above, or (c) a failure by Purchaser to satisfy a condition to close under Section 5.2 below, but only to the extent that such failure is a direct result of an intentional act or omission of Seller.

5.2 Conditions to Close.

(a) Purchaser's Obligations to Close: In addition to all other conditions set forth herein, the obligation of Purchaser to consummate the transactions contemplated hereunder shall be contingent upon the following:

(i) The Seller's representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date and as of the Closing Date. Notwithstanding the foregoing or anything else in this Agreement to the contrary: (a) in the event that a breach of a representation or warranty by Seller has occurred and such breach is curable by: (i) Seller's payment of monetary funds at the Closing, then Seller shall have the option (but not the obligation) to cure such breach by providing a credit to Purchaser at the Closing in an amount required to cure such breach, or (ii) Seller's action, then Seller shall have thirty (30) days to effectuate such cure (provided that if such cure is not accomplished by the date that is thirty (30) days after the initially scheduled Closing Date, then this condition shall be deemed to have not been satisfied and Purchaser shall have all rights and remedies afforded to it under this Section 5.2).

(ii) As of the Closing Date, the Seller shall have performed (or shall be concurrently performing or tendering performance of) its obligations hereunder (including deliveries to be made at Closing and evidence of termination of any Rejected Contracts).

(iii) At Closing, the Title Company shall have delivered the Title Policy or irrevocably committed itself in writing to deliver it in accordance with Article 3 above.

(iv) Seller shall have delivered to Purchaser and the Escrow Agent on or before the Closing Date a termination of any and all property management agreements and exclusive listing agreements related to the Property, if any.

(v) There shall exist no pending or threatened in writing actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against the Seller that would materially and adversely affect such party's ability to perform its obligations under this Agreement, or materially and adversely affect the Property or the operation of the Property.

(vi) Seller shall have delivered evidence sufficient to Purchaser that Seller has received a bulk sales release from the State of Illinois showing that Seller has no liability for the payment of any assessed but unpaid tax, penalty or interest due under the Illinois Income Tax Act, 35 ILCS 120/5j et. seq. or in the event that a request for a bulk sales release has been submitted by Seller and a bulk sales release not yet issued, then an indemnification from Seller indemnifying Purchaser for any such bulk sales liability of Seller accruing prior to the Closing in form and substance reasonably acceptable to Purchaser ("Bulk Sales Indemnity"). To the extent that a Bulk Sales Indemnity is not delivered for any reason, Seller hereby agrees to defend, indemnify, and protect Purchaser from and against any loss, cost, damage, claim, liability or expense (including attorneys' fees and court costs) actually incurred by Purchaser (collectively, "Losses") arising out of or relating to any such bulk sales liabilities in connection with the sale of the Property and this obligation shall survive the Closing.

(vii) Purchaser shall have conducted, immediately prior to Closing, or have had the opportunity to conduct, a re-inspection of the Property which confirms that no material adverse change has occurred from the expiration of the Due Diligence Period, as determined by Purchaser in its commercially reasonable discretion.

(viii) Seller shall be in good standing and it and the Property shall be in full compliance with all building and zoning codes and the Property shall be free of all liens, with the exception of the mortgage lien, which shall be paid from the proceeds at Closing and the Improvements shall have a permanent certificate of occupancy or its reasonable equivalent or otherwise exist in accordance with applicable law and all licenses, permits and other approvals necessary for the current operations at the Property, if any.

If any condition above has not been satisfied as of the Closing Date, subject to any applicable Seller right to cure, Purchaser may, in its sole discretion, (i) terminate this Agreement by delivering written notice to Seller on or before the Closing Date, in which the event the entire Earnest Money shall be promptly refunded to Purchaser, (ii) elect to extend the Closing until such condition is satisfied (such period not to exceed sixty (60) days), or (iii) elect to consummate the transaction, notwithstanding the non-satisfaction of such condition, in which event Purchaser shall be deemed to have waived any such condition. In the event Purchaser elects to proceed to Closing, notwithstanding the nonsatisfaction of such condition, there shall be no liability on the part of Seller for breaches of representations and warranties of which Purchaser had actual knowledge at the Closing. The provisions of this Section 5.2 shall survive the Closing.

Notwithstanding the foregoing, in the event that a Purchaser closing condition is not satisfied as the result of a Seller Default under this Agreement, Purchaser shall have the rights and remedies set forth in Section 8.1 hereof. The provisions of this Section 5.2 (a) shall survive the Closing.

(b) Seller's Obligation to Close: In addition to all other conditions set forth herein, the obligation of Seller to consummate the transactions contemplated hereunder shall be contingent upon the following:

(i) On or prior to the Closing Date, Purchaser shall have delivered to Escrow Agent the funds and documents described in this Agreement to be delivered by the Purchaser under Section 5.4 hereof.

(ii) Purchaser's representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date and as of the Closing Date.

(iii) Purchaser shall not be in default, beyond any applicable notice and cure period contained herein, in any material respect in the performance of any covenant or agreement to be performed by Purchaser under this Agreement.

The conditions in this Section 5.2 (b) are solely for the benefit of Seller, and Seller shall have the right (in its sole and absolute discretion) to elect to waive any of Seller's conditions. If any condition above has not been satisfied as of the Closing Date, subject to any applicable Purchaser right to cure, Seller may, in its sole discretion, (i) terminate this Agreement by delivering written notice to Purchaser no later than the later to occur of (a) the expiration of the applicable notice and cure period for such breach and (b) the Closing Date, or (ii) elect to consummate the transaction, notwithstanding the non-satisfaction of such condition, in which event Seller shall be deemed to have waived any such condition. In the event Seller elects to terminate this Agreement as provided herein, all original documents delivered by one party to the other party shall be returned (or destroyed if such documents are copies) to the party making delivery and the Earnest Money shall be delivered to Seller. Notwithstanding the foregoing, in the event that the failure to satisfy a Seller closing condition is the result of a Purchaser default under this Agreement, Seller shall have the rights and remedies set forth in Section 8.2 hereof. Seller hereby acknowledges and agrees that, notwithstanding the failure of any condition, the occurrence of the Closing shall constitute conclusive evidence that Seller has waived the same.

5.3 Seller's Deliveries in Escrow. At Closing, Seller shall deliver in escrow to the Escrow Agent the following (collectively, the "Closing Documents"):

(a) Special Warranty Deed. One (1) executed original of the Special Warranty Deed;

(b) Bill of Sale. One (1) executed copy of the Bill of Sale, executed by Seller;

(c) Seller Lease. One (1) executed copy of the Seller Lease, executed by Seller;

(d) State Law Disclosures. Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Property;

(e) FIRPTA. A Foreign Investment in Real Property Tax Act affidavit executed by Seller and in a form reasonably acceptable to Purchaser;

(f) Certificate of Representations and Warranties. A certificate, executed by Seller, reaffirming and updating to the Closing Date the representations and warranties given by Seller under Article 7 below, which certificate will include an updated Rent Roll, list of Service Contracts, and Operating Statements;

(g) Authority. All documents reasonably required by Title Company (and reasonably approved by Seller) to evidence Seller's authority to close the transaction contemplated herein;

(h) Termination of Management and Leasing Agreements. Evidence of Seller's termination of any property management agreement or exclusive leasing agreement affecting the Property.

(i) Vendor Notice. Seller shall deliver to each vendor under a Service Contract that is being assigned to Purchaser at Closing, if any, notice (in a form mutually acceptable to Purchaser and Seller) regarding the sale.

(j) Additional Documents. Such other instruments and documents which shall be necessary in effectuating the terms of this Agreement contemplated herein, provided same do not impose or create any material liability or material expense upon Seller not contemplated in this Agreement.

5.4 Purchaser's Deliveries in Escrow. Except as set forth below, at Closing, Purchaser shall deliver in escrow to the Escrow Agent the following:

(a) Purchase Price. On or before the Closing Date, the Purchase Price, less the Earnest Money that is applied to the Purchase Price, plus or minus applicable prorations and other adjustments pursuant to this Agreement deposited by Purchaser with the Escrow Agent;

(b) Bill of Sale. One (1) executed copy of the Bill of Sale, executed by Purchaser or Purchaser's designee;

(c) Seller Lease. One (1) executed copy of the Seller Lease, executed by Purchaser;

(d) State Law Disclosures. Such disclosures and reports as are required by applicable state and local law in connection with the conveyance of real property; and

(e) Additional Documents. Any additional documents that Seller, Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

5.5 Closing Statements. On the Closing Date, Seller and Purchaser shall deposit with the Escrow Agent executed closing statements consistent with this Agreement in the form required by the Escrow Agent.

5.6 Title Policy. The Title Company shall deliver to Purchaser the Title Policy in accordance with the provisions of Section 3.3.

5.7 Possession. Seller shall deliver possession of the Property to Purchaser at the Closing, subject only to the Seller Lease and Permitted Exceptions (other than the standard exceptions, if any, which appear in the Title Policy).

5.8 Delivery of Books and Records. Immediately after the Closing, Seller shall deliver to the offices of Purchaser's property manager or to the Property designated by Purchaser in writing to Seller after the Closing, any keys to the Property in Seller's possession.

5.9 Closing Expenses.

(a) All state, county, and municipal transfer taxes, one-half (½) of the escrow fee, title insurance premiums for the extended coverage Title Policy (excluding the costs of the endorsements other than access, zoning and contiguity endorsements), all recording fees respecting the Deed.

(b) Purchaser shall pay of one-half (½) of the escrow fee, the cost of any endorsements to the Title Policy other than access, zoning and contiguity endorsements, and all costs of updating or obtaining the Survey.

(c) All other costs, charges, and expenses shall be borne and paid as provided in this Agreement, or in the absence of such provision, in accordance with applicable law or local custom.

5.10 Seller Lease. Seller and Purchaser acknowledge and agree that this is a sale-leaseback transaction. Upon Closing, Hu-Friedy MFG. Co., LLC, a Delaware limited liability company ("Seller Tenant"), as tenant, and Purchaser, as landlord, shall enter into a lease agreement substantially in the form attached hereto as Exhibit D and incorporated herein by reference (the "Seller Lease").

ARTICLE 6: PRORATIONS

6.1 Prorations. Because Seller will be leasing the Property pursuant to the Seller Lease, no prorations of taxes, assessments, water and utility charges, or amounts payable pursuant to Service Contracts shall be prorated in connection with the Closing.

6.2 Sales, Transfer, and Documentary Taxes. Seller shall pay all sales, gross receipts, compensating, documentary, excise, transfer, deed or similar taxes and fees imposed in connection with this transaction under applicable state, county or municipal law.

6.3 Commissions. Seller represents and warrant to Purchaser that it has not dealt with any real estate broker, salesperson or finder in connection with this transaction, other than Steve Stone and David Friedland of Cushman & Wakefield ("Seller's Broker"), whose fees and commissions shall be paid by Seller pursuant to a separate written agreement. Purchaser represents and warrants to Seller that it has not dealt with any real estate broker, salesperson or finder in connection with this transaction. In the event of any claim for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party shall indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party.

6.4 Seller's Obligations. Other than those obligations of Seller expressly assumed by Purchaser hereunder or expressly agreed to in writing by Purchaser, Seller shall pay and discharge any and all liabilities of each and every kind arising out of or by virtue of the conduct of its business before and as of the Closing Date on or related to the Property, and no other expense related to the ownership or operation of the Property shall be charged to or paid or assumed by Purchaser, whether allocable to any period before or after the Closing.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES

7.1 Seller's Representations and Warranties. As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller makes the following representations and warranties to Purchaser as of the Effective Date and covenants that such representations and warranties shall remain true and correct in all material respects through and including the Closing Date:

(a) Organization and Authority. Seller, has been duly organized, is validly existing, is in good standing as a limited liability company in the State of Illinois and is qualified to do business in the state in which the Property is located. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

(b) Conflicts and Pending Actions or Proceedings. There is no agreement to which Seller is a party or, to Seller's knowledge, binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against Seller or relating to the Property, including, without limitation, any condemnation proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement or Seller's ability to operate the Property substantially in accordance with current practices and procedures.

(c) Contractors and Suppliers. All contractors, subcontractors, suppliers, architects, engineers, and others who have performed services or labor or have supplied materials in connection with Seller's acquisition, development, construction, ownership, or management of the Property have been or will be prior to Closing paid in full and all liens arising therefrom (or claims which with the passage of time or the giving of notice, or both, could mature into liens) shall have been satisfied and released.

(d) Leases. Except for the Seller Lease, there are no leases, licenses, occupancy or use, or other rental agreements to which Seller is a party or is bound affecting any portion of the Property which will be in force on the Closing Date.

(e) Service Contracts; Management Agreement. The list of Service Contracts to be delivered to Purchaser pursuant to this Agreement will be true, correct, and complete in all material respects as of the date of its delivery. Neither Seller nor, to Seller's knowledge, any other party is in default under any Service Contract. There is no management agreement or other agreement regarding the operation and management of the Property to which Seller is a party or is bound affecting any portion of the Property which will be in force on the Closing Date.

(f) RESERVED.

(g) Notice of Violations or Defects. Seller has not received any written notice: that the Property or the use thereof violates any governmental law or regulation or any covenants or restrictions encumbering the Property; of any material physical defect in the Improvements; or from any insurance company or underwriter of any defect that would materially adversely affect the insurability of the Property or cause an increase in insurance premiums.

(h) Environmental. Seller has no knowledge of any violation of Environmental Laws related to the Property or the presence or release of Hazardous Materials on or from the Property, except as expressly disclosed in that certain AAI Phase I Environmental Site Assessment dated September 27, 2011, Prepared by Carlson Environmental, Inc. as Project No. 000863.01. To Seller's knowledge, there are not now and never have been any underground storage tanks located at, on or under the Property, except as disclosed in the Property Information. To Seller's knowledge, Seller has not manufactured, introduced, released or discharged from or onto the Property any Hazardous Materials or any toxic wastes, substances or materials (including, without limitation, asbestos), and Seller has not used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials, in violation of any Environmental Laws. The term "Environmental Laws" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the Effective Date together with their implementing regulations and guidelines as of the Effective Date, and all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials. The term "Hazardous Materials" includes petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquified natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), asbestos and asbestos containing materials and any substance, material waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law. Not by way of limitation, Seller represents and warrants to Purchaser that, to the best of the knowledge of Seller, the Property: (1) does not contain one or more facilities that are subject to reporting under Section 312 of the federal Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11022); (2) is not the site of one or more underground storage tanks for which notification is required under 42 U.S.C 6991a and I.C. 13-23-1-2(c)(8)(A); and (3) is not listed on the Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) in accordance with Section 116 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9616).

(i) Withholding Obligation. To Seller's knowledge, Seller's sale of the Property is not subject to any federal, state, or local withholding obligation of Purchaser under the tax laws applicable to Seller or the Property.

(j) ERISA. Seller is not (i) an "employee benefit plan" (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) that is subject to the provisions of Title I of ERISA, (ii) a "plan" that is subject to the prohibited transaction provisions of Section 4975 of the Internal Revenue Code of 1986 (the "Code") or (iii) an entity whose assets are treated as "plan assets" under ERISA by reason of an employee benefit plan's or plan's investment in such entity.

(k) Anti-Money Laundering Laws. To Seller's knowledge, without any duty of investigation, Seller: (i) is not under investigation by any governmental authority for, nor has Seller been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti Money Laundering Laws (as hereinafter defined in this Section); (ii) has not been assessed civil or criminal penalties under any Anti-Money Laundering Laws; or (iii) has not had any of its funds seized or forfeited in any action under any Anti Money Laundering Laws. For purposes of this Subsection (i), the term "Anti-Money Laundering Laws" shall mean all applicable laws, regulations and sanctions, state and federal, criminal and civil, that: (w) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (x) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (y) require identification and documentation of the

parties with whom a financial institution conducts business; or (z) are designed to disrupt the flow of funds to terrorist organizations.

(l) Conformance With Laws and Contracts. To Seller's knowledge, the Improvements were constructed in conformity with all rules, regulations, laws and ordinances applicable at the time of construction, and Seller currently holds and has paid for all permits, approvals, authorizations, licenses and certificates (including without limitation, permits and certificates for plumbing, electricity, heating, ventilation, air conditioning and occupancy) required under any Federal, State or local law, ordinance, rule or regulation or by any governmental or quasi-governmental agency, and all of the same are in good standing.

(m) Employees. There are no employees of Seller employed in the operation and/or maintenance of the Property.

(n) Seller's Representatives. The individuals identified below as Seller's Representative are senior executives of Seller who have direct oversight and supervisory responsibility for the Property and, to Seller's Knowledge, no officers or employees of the Seller have materially greater knowledge of the matters set forth in this Section 7.1.

(o) Solvency. Seller is not insolvent nor has Seller (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of its assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of its assets, (e) admitted in writing its inability to pay its debts as they come due or (f) made an offer of settlement, extension or composition to its creditors generally.

(p) On-Going Work. No work has been performed or is in progress at, and no materials have been furnished to, the Property which have not been paid for or will not be paid for in full by Seller prior to the Closing. No services of registered professional engineers, registered land surveyors or registered architects has been performed or are in progress with respect to the Property which have not been paid for or will not be paid for in full by Seller prior to the Closing Date, to the extent such services arise by, through, or under Seller.

(q) Property Information. To Seller's Knowledge, the Property Information provided or to be provided by Seller to Purchaser constitutes the Property Information that Seller uses in the ordinary course of business at the Property.

(r) Special Assessments; Tax Appeals. Seller has not received any notice and has no knowledge of any pending or threatened liens, special assessments, impositions or increases in assessed valuations to be made against the Property. Except as set forth on Schedule 7.1(t), Seller has not filed any real estate tax appeals or protests with respect to the Property.

Terms such as "to Seller's Knowledge," or like phrases mean the actual present and conscious knowledge of Matt Berns, in his capacity as Chief Administrative Office of Seller ("Seller's Representative"), without any duty of inquiry or investigation; provided that so qualifying Seller's knowledge shall in no event give rise to any personal liability on the part of Seller's Representative or any other officer or employee of Seller, on account of any breach of any representation or warranty made by Seller herein.

7.2 Purchaser's Representations and Warranties. As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that:

(a) Organization and Authority. Purchaser has been duly organized and is validly existing as a Delaware limited liability company, in good standing and qualified to do business in the State of Illinois. Subject only to obtaining certain internal approvals on or before the expiration of the Due Diligence Period, Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized

and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.

(b) Conflicts and Pending Action. There is no agreement to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

(c) ERISA. Purchaser is not (i) an "employee benefit plan" (within the meaning of Section 3(3) of the ERISA) that is subject to the provisions of Title I of ERISA, (ii) a "plan" that is subject to the prohibited transaction provisions of Section 4975 of the Code or (iii) an entity whose assets are treated as "plan assets" under ERISA by reason of an employee benefit plan's or plan's investment in such entity.

(d) Compliance with International Trade Control Laws and OFAC Regulations. Purchaser (without reference to its constituent entities) is not now nor shall it be at any time prior to or at the Closing a Person named in any executive orders or lists published by OFAC as a Specially Designated National and Blocked Person.

7.3 Limitations on Seller's Representations and Warranties.

(a) No Reliance on Documents. Except as expressly stated in this Agreement or in any Closing Documents: (i) Seller makes no representation or warranty as to the truth, accuracy or completeness of the Property Information or any other materials, data or information delivered by Seller or its brokers or agents to Purchaser in connection with the transaction contemplated hereby; (ii) all Property Information and all other materials, data and information delivered by Seller to Purchaser in connection with the transaction contemplated hereby are provided to Purchaser as a convenience only, and any reliance on or use of such Property Information or any other materials, data or information by Purchaser shall be at the sole risk of Purchaser, except as otherwise expressly stated herein; and (iii) neither Seller, nor any affiliate of Seller, shall have any liability to Purchaser for any inaccuracy in or omission from any reports prepared by any third parties and delivered or made available by Seller to Purchaser hereunder.

(b) **DISCLAIMER; RELEASE; WAIVER.**

a. AS AN ESSENTIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT, AND AS PART OF THE DETERMINATION OF THE PURCHASE PRICE, PURCHASER ACKNOWLEDGES AND AGREES, THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND THE CLOSING DOCUMENTS:

i. **DISCLAIMER.**

1. AS-IS; WHERE-IS. THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS, WHERE IS" BASIS. SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE OF, AS TO, CONCERNING, OR WITH RESPECT TO THE PROPERTY OR ANY OTHER MATTER WHATSOEVER.

2. **SOPHISTICATION OF PURCHASER. PURCHASER IS A SOPHISTICATED PURCHASER WHO IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE PROPERTIES SIMILAR TO THE PROPERTY. PURCHASER ALSO ACKNOWLEDGES THAT IT IS ACQUIRING THE PROPERTY SOLELY ON THE BASIS OF AND IN RELIANCE UPON (A) SUCH EXAMINATIONS, (B)THE TITLE INSURANCE PROTECTION AFFORDED BY PURCHASER'S TITLE**

INSURANCE POLICY, AND (C) SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN AND IN THE CLOSING DOCUMENTS, AND NOT ON ANY OTHER INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER.

3. **DUE DILIGENCE MATERIALS. ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY IS SOLELY FOR PURCHASER'S CONVENIENCE AND WAS OR WILL BE OBTAINED FROM A VARIETY OF SOURCES. SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT AND THE CLOSING DOCUMENTS, MAKES NO (AND EXPRESSLY DISCLAIMS ALL) REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT OR THE CLOSING DOCUMENTS, SELLER SHALL NOT BE LIABLE FOR ANY MISTAKES, OMISSIONS, OR MISREPRESENTATIONS, OR FOR ANY FAILURE OF PURCHASER TO INVESTIGATE THE PROPERTY, NOR SHALL SELLER BE BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, APPRAISALS, ENVIRONMENTAL ASSESSMENT REPORTS, OR OTHER INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY SELLER OR BY ANY MANAGER, MEMBER, OR PARTNER OF SELLER, OR BY ANY REAL ESTATE BROKERS, MEMBERS, PARTNERS, AGENTS, REPRESENTATIVES, TRUSTEES, AFFILIATES, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, SERVANTS, OR AGENTS OF ANY OF THE FOREGOING, OR OTHER PERSONS OR ENTITIES ACTING ON BEHALF OF SELLER OR AT SELLER'S REQUEST OR OTHERWISE AFFILIATED WITH SELLER (COLLECTIVELY, "SELLER-RELATED PARTIES").**

4. **RELEASE; WAIVER.**

a. EFFECTIVE AS OF THE CLOSING AND SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN AND THE CLOSING DOCUMENTS, PURCHASER HEREBY RELEASES SELLER AND ALL SELLER-RELATED PARTIES FROM ALL CLAIMS THAT PURCHASER OR ANY PARTY CLAIMING BY, THROUGH, OR UNDER PURCHASER (A "**PURCHASER-RELATED PARTY**") HAS OR MAY HAVE AS OF CLOSING ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO OR IN CONNECTION WITH THE PROPERTY, INCLUDING THE PROVIDED INFORMATION, THE PURCHASER'S REPORTS, INSPECTIONS AND DILIGENCE ON THE PROPERTY, ANY LEASES AND THE TENANTS THEREUNDER, ANY CONSTRUCTION DEFECTS, ERRORS, OR OMISSIONS IN THE DESIGN OR CONSTRUCTION, AND ANY ENVIRONMENTAL CONDITIONS (INCLUDING ANY ENVIRONMENTAL CONDITIONS AT, ON, UNDER OR MIGRATING FROM THE PROPERTY (INCLUDING THE PRESENCE OF ANY HAZARDOUS MATERIALS, ANY AND ALL ZONING, LAND USE AND OTHER REGULATORY LAWS, STATUTES, CODES, ORDINANCES, RULES OR REGULATIONS, AND ANY OTHER DEFECTS OR OTHER MATTERS CONCERNING THE PROPERTY, WHETHER OR NOT DISCOVERED BY PURCHASER), AND PURCHASER WAIVES AND RELEASES ALL COST RECOVERY AND CONTRIBUTION AND OTHER CLAIMS IT HAS OR MAY HAVE AGAINST SELLER RELATING TO THE PROPERTY ARISING UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT 42 U.S.C. 9601 ET SEQ. AND OTHER LAWS AND COMMON LAW RELATING TO PROTECTION OF THE ENVIRONMENT OR HEALTH AND SAFETY OR TO POLLUTION), AND PURCHASER SHALL NOT LOOK TO ANY SELLER-RELATED PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. THIS RELEASE SHALL BE GIVEN FULL FORCE AND

EFFECT ACCORDING TO EACH OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES, AND CAUSES OF ACTION. NOTWITHSTANDING THE FOREGOING, THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION SHALL NOT BE APPLICABLE TO THE SELLER LEASE OR ANY CLAIMS ARISING THEREUNDER.

b. BY PROCEEDING TO CLOSING AND SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN AND THE CLOSING DOCUMENTS, PURCHASER SHALL BE DEEMED TO HAVE ACKNOWLEDGED THAT IT HAS INSPECTED THE PROPERTY, OBSERVED ITS PHYSICAL CHARACTERISTICS AND EXISTING CONDITIONS AND HAS HAD THE OPPORTUNITY TO CONDUCT SUCH INVESTIGATIONS AND STUDIES ON AND OF THE PROPERTY AND ADJACENT AREAS AS IT DEEMED NECESSARY, AND PURCHASER SHALL BE DEEMED TO HAVE WAIVED ANY AND ALL OBJECTIONS TO OR COMPLAINTS IT HAS OR MAY HAVE AGAINST SELLER AS OF THE CLOSING DATE (INCLUDING BUT NOT LIMITED TO ACTIONS BASED ON FEDERAL OR STATE STATUTES OR COMMON LAW AND ANY PRIVATE RIGHT OF ACTION UNDER ANY LAWS ((INCLUDING THOSE PERTAINING TO ENVIRONMENTAL PROTECTION) TO WHICH THE PROPERTY IS OR MAY BE SUBJECT) REGARDING PHYSICAL CHARACTERISTICS AND EXISTING CONDITIONS, INCLUDING WITHOUT LIMITATION STRUCTURAL AND GEOLOGIC CONDITIONS, SUBSURFACE SOIL AND WATER CONDITIONS AND SOLID AND HAZARDOUS MATERIALS ON, UNDER, ADJACENT TO OR OTHERWISE AFFECTING THE PROPERTY. PURCHASER FURTHER HEREBY ASSUMES THE RISK OR CHANGES IN APPLICABLE LAWS RELATING TO PAST, PRESENT AND FUTURE ENVIRONMENTAL CONDITIONS ON THE PROPERTY, AND THE RISK THAT ADVERSE PHYSICAL CHARACTERISTICS AND CONDITIONS, INCLUDING WITHOUT LIMITATION THE PRESENCE OF HAZARDOUS MATERIALS, MAY NOT BE REVEALED BY ITS INVESTIGATION. NOTWITHSTANDING THE FOREGOING, THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION SHALL NOT BE APPLICABLE TO THE SELLER LEASE OR ANY CLAIMS ARISING THEREUNDER.

In this connection, Purchaser hereby agrees and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses and other claims and liabilities which are presently unknown, unanticipated and unsuspected, and Purchaser further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Purchaser nevertheless hereby intends to release, discharge and acquit Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses and other claims and liabilities.

MS

PURCHASER'S INITIALS

[The remainder of this page is intentionally left blank; text continues on following page.]

(c) The representations and warranties set forth in this Article 7 are made as of the Effective Date and are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing but shall survive the Closing for a period of nine (9) months (the "Survival Period"). Seller and Purchaser shall have the right to bring an action thereon only if Seller or Purchaser, as the case may be, has given the other party written notice of the circumstances giving rise to the alleged breach within such one (1) year period. Each party agrees to defend and indemnify the other against any claim, liability, damage or expense asserted against or suffered by such other party arising out of the breach or inaccuracy of any such representation or warranty.

ARTICLE 8: DEFAULT AND REMEDIES

8.1 Seller's Default. If this transaction fails to close as a result of Seller's default hereunder, then, provided Purchaser is not in default of any of its obligations under this Agreement beyond applicable notice and cure periods, and subject to any notice and cure periods, Purchaser agrees that Purchaser's remedies shall be limited to (i) the right to a refund of the Earnest Money and reimbursement of all out-of-pocket third party costs actually incurred by Purchaser in connection with its due diligence investigation and proposed acquisition of the Property up to a cap of $310,000.00; or (ii) the remedy of specific performance; it being understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder; provided, however, in the event Seller breaches this Agreement by conveying all or any portion of the Property to a person or entity other than Purchaser (or its permitted assignee) in violation of the terms of this Agreement, Purchaser shall be entitled to pursue the remedies set forth in this Section 8.1, and in addition may pursue all other rights and remedies at law or in equity.

8.2 Purchaser's Default. If this transaction fails to close due to the default of Purchaser, then Seller's sole remedy in such event shall be to terminate this Agreement and to retain the Earnest Money as liquidated damages, Seller waiving all other rights or remedies in the event of such default by Purchaser. Purchaser and Seller have considered carefully the loss to Seller occasioned by taking the Property off the market as a consequence of the negotiation and execution of this Agreement, the expenses of Seller incurred in connection with the preparation of this Agreement and Seller's performance hereunder, and the other damages, general and special, which Purchaser and Seller realize and recognize Seller will sustain but which Purchaser and Seller agree would be impracticable or extremely difficult to calculate at this time if Purchaser so defaults. Based on all those considerations, Purchaser and Seller agree that the Earnest Money, together with the interest thereon, represents a reasonable estimate of Seller's damages. Seller agrees to accept the Earnest Money as Seller's total damages and relief hereunder if Purchaser defaults in its obligations to close hereunder, Seller waiving all other rights and remedies. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser: (a) for specific performance of this Agreement, or (b) to recover any damages of any nature or description other than or in excess of the Earnest Money.

8.3 Notice of Default. Except for a party's failure to close on the Closing Date, neither party shall have the right to declare a default unless the other party shall have failed to cure such default within five (5) business days after its receipt of written notice of its failure to perform.

8.4 Other Expenses. If this Agreement is terminated due to the default of a party, then the defaulting party shall pay any fees due to the Escrow Agent for holding the Earnest Money and any fees due to the Title Company for cancellation of the Title Commitment.

ARTICLE 9: EARNEST MONEY PROVISIONS

9.1 Investment and Use of Funds. The Escrow Agent shall invest the Earnest Money in a government insured interest-bearing account satisfactory to Purchaser at an institution having assets of not less than $125,000,000, shall not commingle the Earnest Money with any funds of the Escrow Agent or others, and shall promptly provide Purchaser and Seller with confirmation of the investments made. If the Closing under this Agreement occurs, the Escrow Agent shall deliver the Earnest Money to, or upon the instructions of, Purchaser and Seller, on the Closing Date. Provided such supplemental escrow instructions are not in conflict with this Agreement as it may be amended

in writing from time to time, Seller and Purchaser agree to execute such supplemental escrow instructions as may be appropriate to enable Escrow Agent to comply with the terms of this Agreement.

9.2 Termination before Expiration of Physical Due Diligence Period or Governmental Due Diligence Period. Purchaser shall notify the Seller and the Escrow Agent in writing or via email of the date that each of the Physical Due Diligence Period and the Governmental Due Diligence Period ends promptly after such date is established under this Agreement. Escrow Agent may conclusively rely upon such notice; provided, that if Purchaser's notice to Escrow Agent and Seller is a Governmental Due Diligence Termination Notice, then Seller shall have one (1) business day following receipt of such Governmental Due Diligence Termination Notice to provide a written objection to Escrow Agent regarding such Governmental Due Diligence Termination Notice (which objection must be reasonable and must include a reasonably detailed description of Seller's rationale for such objection) (such objection, a "**Seller Governmental DD Termination Objection**"). If Seller fails to provide a Seller Governmental DD Termination Objection to Purchaser and Escrow Agent within one (1) business day after Seller's receipt (or deemed receipt) of the Governmental Due Diligence Termination Notice, then Seller will be deemed to have irrevocably waived its right to object to the Governmental Due Diligence Termination Notice under this Section 9.2, and Escrow Agent and Purchaser can rely on such deemed waiver. If Purchaser elects to terminate the Purchase Agreement pursuant to Section 2.2 or 2.3, upon written or email notice to Seller, Escrow Agent shall pay the entire Earnest Money that is refundable to Purchaser pursuant to such provision within one (1) business day following Escrow Agent's receipt of the applicable Due Diligence Termination Notice from Purchaser (as long as the current investment can be liquidated in one (1) business day), and this Agreement shall thereupon terminate, except for those provisions which expressly survive termination. No notice to Escrow Agent from Seller shall be required for the release of the Earnest Money to Purchaser by Escrow Agent. Subject to Seller's right to provide a Seller Governmental DD Termination Objection, the Earnest Money (less any applicable Total Nonrefundable Extension Earnest Money) shall be released and delivered to Purchaser by Escrow Agent upon Escrow Agent's receipt of a Due Diligence Termination Notice. Subject to Seller's right to provide a Seller Governmental DD Termination Objection, Seller agrees it shall have no right to bring any action against Escrow Agent which would have the effect of delaying, preventing, or in any way interrupting Escrow Agent's delivery of the Earnest Money (or any refundable portion thereof) to Purchaser pursuant to this Section, any remedy of Seller being against Purchaser, not Escrow Agent.

9.3 Other Terminations. Upon a termination of this Agreement (other than as described in Section 9.2), either party to this Agreement (the "Terminating Party") may give written notice to the Escrow Agent and the other party (the "Non-Terminating Party") of such termination and the reason for such termination. Such request shall also constitute a request for the release of the Earnest Money (or applicable portion thereof, if both parties are entitled to a portion of the Earnest Money in accordance with Section 2.2 or 2.3) to the Terminating Party. The Non-Terminating Party shall then have five (5) business days in which to object in writing to the release of the Earnest Money to the Terminating Party. If the Non-Terminating Party provides such an objection, then the Escrow Agent shall retain the Earnest Money until it receives written instructions executed by both Seller and Purchaser as to the disposition and disbursement of the Earnest Money, or until ordered by final court order, decree or judgment, which is not subject to appeal, to deliver the Earnest Money (or portion thereof) to a particular party, in which event the Earnest Money shall be delivered in accordance with such notice, instruction, order, decree or judgment.

9.4 Interpleader. Except as provided in Section 9.2 above, Seller and Purchaser mutually agree that in the event of any controversy regarding the Earnest Money, unless mutual written instructions are received by the Escrow Agent directing the Earnest Money's disposition, the Escrow Agent shall not take any action, but instead shall await the disposition of any proceeding relating to the Earnest Money or, at the Escrow Agent's option, the Escrow Agent may interplead all parties and deposit the Earnest Money with a court of competent jurisdiction in which event the Escrow Agent may recover all of its court costs and reasonable attorneys' fees. Seller or Purchaser, whichever loses in any such interpleader action, shall be solely obligated to pay such costs and fees of the Escrow Agent, as well as the reasonable attorneys' fees of the prevailing party in accordance with the other provisions of this Agreement.

9.5 Liability of Escrow Agent. The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties, and that the Escrow Agent shall not be liable to either of the parties for any action or omission on its part taken or made in good faith, and not in disregard of this Agreement, but shall be liable for its gross negligence. Seller and Purchaser shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys' fees, incurred in connection with the performance of the

Escrow Agent's duties hereunder, except with respect to actions or omissions taken or made by the Escrow Agent in bad faith, in disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

9.6 Escrow Fee. Except as expressly provided herein to the contrary, the escrow fee, if any, charged by the Escrow Agent for holding the Earnest Money or conducting the Closing shall be shared equally by Seller and Purchaser.

ARTICLE 10: MISCELLANEOUS

10.1 [Reserved].

10.2 Parties Bound. Neither party may assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void; provided, however, that Purchaser may assign this Agreement without Seller's consent to an Affiliate. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties. For the purposes of this Section, the term "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with the Purchaser or (b) an entity at least a majority of whose economic interest is owned by Purchaser; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations. Any permitted or approved assignment of this Agreement by Purchaser is expressly conditioned upon (1) Purchaser's delivery of an executed copy of such assignment and the assumption to Seller and Escrow Agent at least five (5) business days prior to Closing, (2) the unconditional assumption by the assignee of the obligations of the Purchaser hereunder, (3) Purchaser's certification to Seller of the relationship between Purchaser and assignee. In no event shall the assignment of this Agreement by the original Purchaser referenced in the Preamble (or any assignee(s) thereof) result in a release or reduction of the obligations of the original Purchaser (or assignee(s) thereof) hereunder as the Purchaser and any assignee shall remain jointly and severally liable for the obligations of the "Purchaser" under this Agreement.

10.3 Headings. The article and section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

10.4 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

10.5 Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Real Property is located.

10.6 Survival. The provisions of this Agreement that contemplate performance after the Closing and the obligations of the parties not fully performed at the Closing shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

10.7 No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

10.8 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

10.9 Time. Time is of the essence in the performance of this Agreement.

10.10 Confidentiality. Purchaser and Seller agree that the terms of the transaction contemplated by this Agreement (including without limitation, the Purchase Price and the other material economic terms of this transaction) shall be maintained in strict confidence and no disclosure, whether through press releases or any other means of publication (oral or written), of such documentation and information will be made or permitted, except to such brokers,

attorneys, lenders and others as are involved in the negotiation and consummation of this transaction (collectively, the "Representatives"). In furtherance of the foregoing, Purchaser and Seller agrees as follows: (i) Purchaser and Seller, as applicable, shall advise each of its Representatives of the confidential nature of any documentation and information disclosed to them and of Purchaser's or Seller's obligations under this Section; (ii) Purchaser and Seller shall be liable for any of its Representative's breach of this Section, Purchaser and Seller acknowledging that there may be no adequate remedy at law and that Purchaser and Seller, as applicable, shall have the right to seek injunctive relief; and (iii) Purchaser and Seller shall defend, indemnify and hold the other harmless from and against any and all claims, damages, liabilities and expenses, including reasonable attorneys' fees, arising out of or resulting from a breach of this Section by Purchaser or Seller or any of their Representatives. Notwithstanding any terms or conditions in this Agreement or any related agreement to the contrary, but subject to restrictions reasonably necessary to comply with federal or state securities laws, any person may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transaction and all materials of any kind (including opinions or other tax analyses) that are provided relating to such tax treatment and tax structure. Purchaser and Seller are also permitted to disclose any information otherwise deemed confidential under this Section in connection with the performance of its obligations hereunder and any litigation relating to the Property or this transaction. Purchaser shall not record this Agreement or any memorandum of this Agreement. The provisions of this Section 10.10 shall survive the Closing and any termination of this Agreement.

10.11 Attorneys' Fees. Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay to the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith.

10.12 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Section 1.1. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by e-mail, in which case notice shall be deemed delivered on the date when sent (provided that e-mail notices that are not received before 5:00 p.m. (CST) on a business day shall be deemed effective upon the commencement of the next business day), or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Purchaser shall be deemed given by Purchaser and notices given by counsel to the Seller shall be deemed given by Seller.

10.13 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

10.14 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included at, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. CST.

10.15 Procedure for Indemnity. The following provisions govern actions for indemnity under this Agreement. Promptly after receipt by an indemnitee of notice of any claim, such indemnitee will, if a claim in respect thereof is to be made against the indemnitor, deliver to the indemnitor written notice thereof and the indemnitor shall have the right to participate in and, if the indemnitor agrees in writing that it will be responsible for any costs, expenses, judgments, damages, and losses incurred by the indemnitee with respect to such claim, to assume the defense thereof, with counsel mutually satisfactory to the parties; provided, however, that an indemnitee shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnitor, if the indemnitee reasonably believes that representation of such indemnitee by the counsel retained by the indemnitor would be inappropriate due to actual or potential differing interests between such indemnitee and any other party represented by such counsel in such proceeding. The failure of indemnitee to deliver written notice to the indemnitor within a reasonable time after

indemnitee receives notice of any such claim shall relieve such indemnitor of any liability to the indemnitee under this indemnity only if and to the extent that such failure is prejudicial to its ability to defend such action, and the omission so to deliver written notice to the indemnitor will not relieve it of any liability that it may have to any indemnitee other than under this indemnity. If an indemnitee settles a claim without the prior written consent of the indemnitor, then the indemnitor shall be released from liability with respect to such claim unless the indemnitor has unreasonably withheld such consent.

10.16 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange counterparts of the signature pages in .pdf, DocuSign, or in electronic format. The delivery of an executed counterpart of this Agreement as a PDF or similar attachment to an e mail shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

10.17 Limitation of Liability.

(a) Notwithstanding anything to the contrary contained herein, the direct and indirect shareholders, partners, members, trustees, officers, directors, employees, agents, and security holders of the parties are not assuming any, and shall have no, personal liability for any obligations of the parties hereto under this Agreement. In no event shall any party be liable under this Agreement for any consequential, exemplary, special, or punitive damages.

(b) Notwithstanding anything to the contrary contained herein (but subject to the provisions of Section 10.17 (a)), if the Closing of the transaction hereunder shall have occurred, Seller shall have no liability to Purchaser (and Purchaser shall make no claim against Seller) for a breach of any representation or warranty under this Agreement or any Closing Document executed by Seller in connection with this Agreement (other than the Seller Lease) or any other covenant, agreement, or obligation of Seller that survives Closing, or for indemnification (each a "Claim" and collectively, "Claims"), unless (a) the Claims for all such breaches and indemnifications collectively aggregate to more than $50,000.00 (the "Basket Limitation"), (b) written notice containing a description of the specific nature of such Claim shall have been given by Purchaser to Seller after the Closing Date and prior to the expiration of the Survival Period, and (c) Purchaser commences an action for such breach within sixty (60) days after the date Purchaser becomes aware of such Claim, after which time all representations and warranties, covenants, obligations, provisions and liabilities (and any cause of action resulting from a breach thereof not then in litigation) shall terminate. Notwithstanding the preceding sentence, the liability of Seller under this Agreement shall not exceed, in the aggregate, an amount equal to $310,000.00 (the "Cap Limitation"); provided, that the foregoing Basket Limitation and Cap Limitation shall not apply to any Claims regarding Seller's warranty of title set forth in the Deed or any claims arising under the Seller Lease.

(c) The foregoing notwithstanding, in connection with any action alleging a breach of any warranty of title in the Deed, Purchaser agrees that it shall use commercially reasonable efforts to first pursue the Title Company under Purchaser's title policy(ies) for the Property with respect to any claim relating to the warranty of title under the Deed prior to bringing an action against Seller. The limitations of liability contained in this Section 10.17 are in addition to, and not in limitation of, any limitation on liability provided elsewhere in this Agreement or by laws or by any other Closing Document (other than the Seller Lease). For the avoidance of doubt, this Section 10.17 shall not apply to the Deed or the Seller Lease. This Section 10.17 shall survive the Closing.

(d) [Intentionally Deleted].

10.18 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Purchaser. This Section 10.18 shall survive the Closing.

[signature pages follow next]

SIGNATURE PAGE TO AGREEMENT TO PURCHASE AND SALE BY AND BETWEEN 1666 E TOUHY LLC, AS SELLER, AND MIDWEST RE ACQUISITIONS, LLC, AS PURCHASER

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

SELLER:

1666 E TOUHY LLC,
an Illinois limited liability company

Date: March 18, 2026

By: Rob Woolley
C60FA750BCFA4AE...
Name: Rob Woolley
Its: CEO

**SIGNATURE PAGE TO AGREEMENT TO
PURCHASE AND SALE
BY AND BETWEEN
1666 E TOUHY LLC, AS SELLER,
AND
MIDWEST RE ACQUISITIONS, LLC, AS PURCHASER**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

PURCHASER:

MIDWEST RE ACQUISITIONS, LLC,
a Delaware limited liability company

By: DocuSigned by: Nick Siegel
Name: Nick Siegel
Title: Vice President

Date: March 18, 2026

Escrow Agent has executed this Agreement in order to confirm that the Escrow Agent has received and shall hold the Earnest Money and the interest earned thereon, in escrow, and shall disburse the Earnest Money, and the interest earned thereon, pursuant to the provisions of Article 9.

NATIONAL LAND TENURE COMPANY, LLC

By: _____
Name: _____
Title: Edward F. Dull
VP & Senior Counsel

Dated: March 19, 2026

AGREEMENT OF PURCHASE AND SALE

EXHIBITS

A	-	Legal Description of Real Property
B	-	Special Warranty Deed
C	-	Bill of Sale
D	-	Form of Seller Lease

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

LOT 1 OF SIDNEY L. PORT'S FIRST ADDITION TO DES PLAINES, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NUMBER 23892638 ON APRIL 19, 1977 IN COOK COUNTY, ILLINOIS.

PREI: 09-28-300-031-0000

EXHIBIT B

FORM OF SPECIAL WARRANTY DEED

[To be attached]

This document was prepared by:

_____
_____
_____
_____

After recording return to and mail tax bills to:

_____
_____
_____
_____

This space reserved for Recorder's use only.

SPECIAL WARRANTY DEED

1666 E TOUHY LLC, an Illinois limited liability company ("**Grantor**"), for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration in hand paid to the undersigned by _____, a(n) _____ ("**Grantee**"), whose mailing address is _____, the receipt and sufficiency of such consideration being hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY with special warranty covenants unto Grantee, and its successors and assigns, FOREVER, all of the following described real estate situated in the County of [____] and State of Illinois unto Grantee that certain real property being more particularly described in **Exhibit A** attached hereto and made a part hereof for all purposes (the "**Property**"); subject, however, to those matters described in **Exhibit B** attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and its successors and assigns and to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whosoever lawfully claiming, or claim the same, or any part thereof, by through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the undersigned has made, executed and delivered this Special Warranty Deed as of this ___ day of _____, _____.

1666 E TOUHY LLC,
an Illinois limited liability company

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
) **SS:**
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the 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, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

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

Place Notarial Seal Here

_____
Notary Public

Permanent Real Estate Index Number(s): _____

Address of Real Estate:

_____
_____
_____
_____

EXHIBIT A [to Exhibit B]

Property

[confirm final legal description]

PIN:

COMMON ADDRESS:

EXHIBIT B [to Exhibit B]

Permitted Exceptions

[to be attached]

EXHIBIT C

FORM OF BILL OF SALE

[To be attached]

BILL OF SALE, AND ASSIGNMENT OF INTANGIBLE PERSONAL PROPERTY

THIS BILL OF SALE, AND ASSIGNMENT OF INTANGIBLE PERSONAL PROPERTY is made as of the _____ day of _____, _____, by and between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee").

W I T N E S S E T H:

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, assigns and conveys to Assignee the following:

a. All right, title and interest of Assignor in and to all equipment, machinery, furnishings, carpeting, window treatment, and other tangible personal property owned by Seller, and Seller's interest in any such property leased by Seller, now or hereafter located in and used in connection with the operation, ownership or management of the Real Property (collectively, "Personalty") located on that certain land and improvements located in the County of [_____], State of Illinois, as more particularly described in Exhibit A attached hereto and made a part hereof ("Real Property"), but excluding the personal property described on Exhibit B attached hereto (the "Excluded Personal Property").

b. To the extent assignable, all right, title and interest of Assignor in and to all intangible personal property related to the Real Property, the Improvements and the operation thereof, but not to the extent relating to Assignor's business operations or Assignor's customers, including, without limitation (i) all warranties and guaranties (whether express or implied) from contractors, subcontractors, architects, engineers, design professionals, manufacturers, material and labor suppliers and any other parties involved in the design or construction of the Real Property (collectively, the "Construction Parties"), any contract rights against any Construction Parties, and all causes of action and choses in action against any Construction Parties; (ii) all governmental permits, licenses, zoning reviews, approvals, certificates and authorizations pertaining to the Real Property or the use or occupancy thereof (except for any that concern Assignor's business operations, which shall be excluded, notwithstanding anything to the contrary); (iii) all surveys, studies, reports, blueprints, drawings, plans and specifications (including, without limitation, structural, HVAC, mechanical and plumbing plans and specifications) and other documentation for or with respect to the condition, development, construction or operation of the Real Property or any part thereof, along with all soil tests, environmental report and appraisals, (iv) all other existing books, records and documents (including, without limitation, those relating to ad valorem taxes) used in connection with the operation of the Real Property or any part thereof (except for any that concern Assignor's business operations, which shall be excluded, notwithstanding anything to the contrary) (collectively, the "Intangible Personal Property").

2. This Bill of Sale, and Assignment of Intangible Personal Property is given pursuant to that certain Agreement of Purchase and Sale (as amended, the "Purchase Agreement") dated as of _____, between Assignor and Assignee's predecessor-in-interest, providing for, among other things, the conveyance of the Personalty and Intangible Personal Property.

3. As set forth in Section 7.3 of the Purchase Agreement, which is hereby incorporated by reference as if herein set out in full and except as set forth herein, the property conveyed hereunder is conveyed by Assignor and accepted by Assignee **"AS IS, WHERE IS, WITH ALL FAULTS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED,**

INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF INCOME POTENTIAL, CONDITION, SUITABILITY FOR PURCHASER'S INTENDED USE OR PURPOSE OR FOR ANY OTHER USE OR PURPOSE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ALL OTHER WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY THE ILLINOIS UNIFORM COMMERCIAL CODE; AND ASSIGNEE IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM ASSIGNOR OR ANY AGENTS OR BROKERS.

4. Assignee hereby accepts the assignment of the Personalty and the Intangible Personal Property and agrees to assume and discharge, in accordance with the terms thereof, all of the obligations thereunder from and after the date hereof.

5. Assignee agrees to indemnify and hold harmless Assignor from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignee's failure to perform any of the foregoing obligations arising from and accruing on or after the date hereof.

6. Assignor agrees to indemnify and hold harmless Assignee from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignor's failure to perform any of the obligations of Assignor related to the Personalty or the Intangible Personal Property, to the extent accruing prior to the date hereof.

7. This Bill of Sale, and Assignment of Intangible Personal Property may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the day and year first written above.

[SELLER], a **[State]** limited **[liability company/partnership]**
[INSERT SELLER SIGNATURE BLOCK]
By: _____
Name: _____
Title: _____

Exhibit A Real Property

Exhibit A [to Exhibit C]

Real Property

[to be confirmed prior to closing]

PIN:

COMMON ADDRESS:

Exhibit B [to Exhibit C]

Excluded Personal Property

[To be based on Schedule 1.2 of the Agreement of Purchase and Sale]

EXHIBIT D

FORM OF SELLER LEASE

[To be attached]

INDUSTRIAL LEASE

1666 East Touhy Avenue
Des Plaines, Illinois

BASIC TERMS:

This Section 1 contains the Basic Terms of this lease (this "**Lease**") between Landlord and Tenant, as each is named below. Other Sections of the Lease referred to in this Section explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

1.1 **Effective Date of Lease**: _____, 2026.

1.2 **Landlord:** [___], a [_____].

1.3 **Tenant: HU-FRIEDY MFG. CO., LLC**, a [_____] limited liability company.

1.4 **Premises:** The entirety of the building located at 1666 East Touhy Avenue, Des Plaines, Illinois (the "**Building**"), which contains approximately 162,260 rentable square feet, and the entirety of the remainder of the Property (defined below) and all improvements thereon, including but not limited to all parking areas, driveways, sidewalks, loading areas, access roads, corridors, landscaping and planted areas. The Building and the Property (defined below) are herein collectively referred to as the "**Premises**". The Premises are depicted on Exhibit A-1.

1.5 **Property**: The real property upon which the Building is located as legally described on Exhibit A.

1.6 **Lease Term:** Commencing on the Effective Date of Lease and expiring on January 31, 2027 ("**Expiration Date**").

1.7 **Permitted Use:** Tenant shall use the Premises for the manufacture, assembly, packaging, testing, quality control, storage, warehousing, distribution, and shipment of dental products, dental equipment, dental devices, and related components and materials, together with general administrative, professional, and office uses, and for any other lawful uses customarily incidental or related thereto, subject to compliance with applicable laws and governmental requirements, and for no other use without the prior written consent of Landlord in its sole discretion.

1.8 **Tenant's Guarantor:** None.

1.9 **Brokers:** None.

1.10 **Security Deposit:** $0.00

1.11 **Initial Estimated Additional Rent:** $0.00.

1.12 **Tenant's Proportionate Share:** 100%.

2. **EXHIBITS AND SCHEDULES**. The following exhibits are attached hereto and made a part of this Lease:

Exhibit A	Legal Description of the Property
Exhibit A-1	Depiction of Premises
Exhibit B	Rules and Regulations
Schedule 1	Tenant's Property

3. **LEASE OF PREMISES; RENT**.

3.1 Lease of Premises for Lease Term. In consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases the Premises to Tenant, and Tenant hereby rents the Premises from Landlord, for the Term and subject to the conditions of this Lease.

3.2 Types of Rental Payments. Net base rent (the "**Base Rent**") shall be equal to $0.00 per each month of the Term. Tenant shall be responsible for any amounts owed by Tenant hereunder (**"Additional Rent"**). In the event any Additional Rent is not paid within five (5) calendar days of the date when due, a late charge in an amount equal to five percent (5%) of the then-delinquent installment of either or both (as applicable) Additional Rent (the "**Late Charge**") shall be imposed with respect to the then-delinquent Rent payment. For purposes of this Lease, the Late Charge, Default Interest (as defined in Section 22 below), Base Rent and Additional Rent shall collectively be referred to as "**Rent.**" All Rent shall be paid by Tenant to Landlord, by ACH pursuant to written instructions by Landlord, or pursuant to such other directions as Landlord shall designate in this Lease or otherwise in writing.

3.3 Covenants Concerning Rental Payments. Tenant shall pay the Rent promptly when due, without notice or demand, and without any abatement, deduction or setoff. No payment by Tenant, or receipt or acceptance by Landlord, of a lesser amount than the correct Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed an accord or satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance due or to pursue any other remedy available to Landlord.

4. OPERATING EXPENSES.

4.1 Definitional Terms Relating to Additional Rent. For purposes of this Section and other relevant provisions of the Lease:

4.1.1 Taxes. The term "**Taxes**," shall mean (i) all governmental taxes, assessments, fees and charges of every kind or nature (other than Landlord's income taxes), whether general, special, ordinary or extraordinary, due at any time or from time to time, during the Term and any extensions thereof, in connection with the ownership, leasing, or operation of the Property, or of the personal property and equipment located therein or used in connection therewith; (ii) any reasonable expenses incurred by Landlord in reviewing and contesting either or both of (x) such taxes or assessments and (y) the assessed value of the Property; and (iii) sewer and water rents, rates and charges and other governmental levies, impositions or charges, whether general, special, ordinary, extraordinary, foreseen or unforeseen (including, but not limited to, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent), that are assessed, levied or imposed upon all or any part of the Property. For purposes hereof, Tenant shall be responsible for the payment of its Proportionate Share of all Taxes that are due and payable at any time during the Term, regardless of when such Taxes may have accrued (it being understood that Tenant shall be responsible for its Proportionate Share of Taxes on a so-called "cash" basis, as opposed to a so-called "accrual" basis). Such obligation shall survive the termination or expiration of this Lease.

Notwithstanding anything to the contrary contained in this Lease, there shall be excluded from Taxes the following: (a) any tax of any kind whatsoever which may be imposed on the rents payable hereunder; (b) any income, profit, inheritance, estate, succession, gift, franchise or transfer tax which are or may be imposed on Landlord, its successors or assigns, by whatever authority imposed or however designated; (c) any tax, assessment, charge or levy imposed or levied upon or assessed against any Premises of Landlord other than the Premises or any income to, or business activity of, Landlord not in connection with the Premises; (d) any interest or penalties payable as a result of Landlord's failure to pay any taxes or assessments prior to delinquency, except the *ad valorem* real estate taxes and assessments for which Tenant is responsible under this Lease; and (e) any increase in valuation of the Premises attributable solely to the sale or financing of the Premises or any part thereof.

4.2 Payment of Taxes. Tenant will pay all Taxes directly to the taxing authority prior to delinquency. In the event that any assessment against any of the Premises may be paid in installments, Tenant shall have the option to pay such assessment in installments. Tenant shall deliver to Landlord, promptly after Tenant's receipt, copies of all settlements and notices pertaining to the Taxes which may be issued by any governmental authority and, prior to delinquency, receipts for payments of all Taxes made during each calendar year of the Term.

4.3 Payment of Taxes Upon Expiration or Termination of the Term. Upon expiration or termination of the Term, Tenant shall have paid all Taxes for the Premises which are due payable. With regard to the 2026 and 2027 real estate taxes which relate to periods in which Tenant occupied the Premises (the "**Unpaid Tax Occupancy Period**"), Landlord and Tenant shall determine the Taxes attributable to the Unpaid Tax Occupancy Period, which shall be based upon 105% of the of the most recent ascertainable full year tax bill. On the Expiration Date, Tenant shall pay to Landlord its prorated share of said Taxes based upon an invoice from Landlord which details the manner in which Tenant's share of Taxes for the Unpaid Tax Occupancy Period was calculated.

5. USE OF PREMISES AND COMMON AREAS; SIGNAGE; SECURITY DEPOSIT.

5.1 Use of Premises and Property. The Premises shall be used by the Tenant for the Permitted Use and for no other purpose whatsoever. Immediately prior to the date of this Lease, Tenant was the fee title holder, operator and occupant of the Premises, and accordingly LANDLORD DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PREMISES, (B) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH TENANT MAY CONDUCT THEREON OR THAT THE PERMITTED USE IS PERMITTED BY LAW, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (D) THAT THE PREMISES HAS UTILITY SERVICES PROVIDING A CAPACITY THAT TENANT SHALL DEEM SUITABLE AND APPROPRIATE FOR ITS BUSINESS OPERATIONS, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PREMISES, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PREMISES, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY, THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PREMISES OF HAZARDOUS MATERIALS OR SUBSTANCES. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. Tenant shall not, at any time, use or occupy, or suffer or permit anyone to use or occupy, the Premises, or do or permit anything to be done in the Premises or the Property, in any manner that may (a) violate any "Certificate of Occupancy" (or comparable permit or license) for either or both of the Premises and the Property; (b) cause, or be liable to cause, injury to, or in any way impair the value or proper utilization of, all or any portion of the Property or any equipment, facilities or systems therein; (c) constitute a violation of the requirements of any Laws, the requirements of insurance bodies or the rules and regulations of the Property, including, but not limited to, any private covenant, condition or restriction encumbering the Property (collectively, "**Easements**"); (d) exceed the load bearing capacity of the floor of the Premises; or (e) impair the character, reputation or appearance of the Property.

5.2 Signage. Tenant shall not affix any sign of any size or character to any portion of the Premises, without prior written approval of Landlord in its reasonable discretion, and then only in compliance with all applicable Laws, Easements and Landlord's list of signage specifications; provided, however, the signage existing on the date of this Lease shall be deemed approved. At Tenant's option, Tenant may remove all signs of Tenant upon the expiration or earlier termination of this Lease.

5.3 Parking. Subject to the terms and conditions of this Lease, throughout the Term, at no additional cost to Tenant, Tenant shall have the exclusive use of all parking spaces and loading docks serving the Premises, if any.

6. CONDITION AND DELIVERY OF PREMISES. Tenant agrees that Tenant is currently in possession of the Premises, is familiar with the condition of both the Premises and the Property, and Tenant hereby accepts the foregoing on an "AS-IS," "WHERE-IS" basis, and without any warranty as to the condition thereof. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Tenant took possession thereof. Tenant acknowledges that neither Landlord, nor any representative of Landlord, has made any representation or warranty as to the condition of the foregoing or the suitability of the foregoing for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of the foregoing. Except as expressly provided in this Lease, Landlord shall not be obligated to make any repairs, replacements or improvements (whether structural or otherwise) of any kind or nature to the foregoing in connection with, or in consideration of, this Lease.

7. SUBORDINATION; ESTOPPEL CERTIFICATES; ATTORNMENT.

7.1 Subordination and Attornment. This Lease is and shall be subject and subordinate at all times to (a) all ground leases or underlying leases that may now exist or hereafter be executed affecting either or both of the Premises and the Property and (b) any mortgage or deed of trust that may now exist or hereafter be placed upon, and encumber, any or all of (x) the Property; (y) any ground leases or underlying leases for the benefit of the Property; and (z) all or any portion of Landlord's interest or estate in any of said items. Notwithstanding the foregoing, Landlord shall have the right to subordinate or cause to be subordinated (to this Lease) any such ground leases or underlying leases that benefit the Property or any such mortgage or deed of trust liens to this Lease. Tenant shall execute and deliver, within ten (10) days of Landlord's request, and in the form reasonably requested by Landlord (or its lender), any documents evidencing the subordination of this Lease. Tenant hereby covenants and agrees that Tenant shall attorn to any successor to Landlord.

A condition of the automatic subordination contemplated above is that as long as Tenant is not in Default under this Lease, this Section 7.1 shall not result in an interference with Tenant's Permitted Use and occupancy of the Premises or in any disturbance of Tenant's rights hereunder.

7.2 Estoppel Certificate. Tenant agrees, from time to time (but not more than once in any calendar year unless in connection with a pending sale or financing transaction) and within ten (10) business days after request by Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating such matters pertaining to this Lease as may be reasonably requested by Landlord. Failure of Tenant to timely execute and deliver the estoppel certificate required by this Section, if such failure continues for two (2) business days following receipt of a second written request from Landlord shall constitute a Default, as defined below (without any obligation to provide any notice thereof or any opportunity to cure such failure to timely perform). Landlord and Tenant intend that any statement delivered pursuant to this Section 7.2 may be relied upon by Landlord, any prospective purchaser or mortgagee of the Property or of any interest therein, or any other Landlord designee, and their respective successors and assigns.

7.3 Transfer by Landlord. In the event of a sale or conveyance by Landlord of the Property, the same shall operate to release Landlord from any future liability for any of the covenants or conditions, express or implied, herein contained in favor of Tenant and first arising or accruing after the effective date of Landlord's

transfer of its interest in the Premises, and in such event Tenant agrees to look solely to Landlord's successor in interest ("**Successor Landlord**") with respect thereto and agrees to attorn to such successor.

8. QUIET ENJOYMENT. Subject to the provisions of this Lease, so long as Tenant pays all of the Rent and performs all of its other obligations hereunder, Tenant shall not be disturbed in its possession of the Premises by Landlord or any other person lawfully claiming through or under Landlord; provided, however, in addition to Landlord's rights under this Lease, Landlord and Landlord's agents, employees, contractors and representatives shall be provided reasonable access to the Premises as Landlord determines is reasonable necessary. This covenant shall be construed as a covenant running with the Property and is not a personal covenant of Landlord.

9. NO ASSIGNMENT AND SUBLETTING. Tenant shall not (a) assign (whether directly or indirectly), in whole or in part, this Lease, or (b) allow this Lease to be assigned, in whole or in part, by operation of law or otherwise, including, without limitation, by transfer of a controlling interest (i.e. greater than a 45% interest) of stock, membership interests or partnership interests, or by merger or dissolution, which transfer of a controlling interest, merger or dissolution shall be deemed an assignment for purposes of this Lease, or (c) mortgage Tenant's interest in either or both of the Premises and this Lease or pledge its interest in this Lease, or (d) sublet the Premises, in whole or in part, without (in the case of any or all of (a) through (d) above) the prior written consent of Landlord (and Landlord's lender, if applicable), in Landlord's sole discretion.

10. COMPLIANCE WITH LAWS.

10.1 Compliance with Laws. Tenant shall, at its sole expense (regardless of the cost thereof), comply with all local, state and federal laws, statutes, rules, ordinances, regulations, administrative orders, codes and requirements now or hereafter in force by any governmental authority having jurisdiction over the Property, and all judicial and administrative decisions in connection with the enforcement thereof (collectively, "**Laws**"), pertaining to any or all of the Property, the Premises and Tenant's use and occupancy thereof, and including, but not limited to, all Laws concerning or addressing matters of an environmental nature. The foregoing obligation shall include, but not be limited to, Tenant's obligation to timely comply with any obligations imposed under the Americans With Disabilities Act (as it may be modified or amended from time to time), if and to the extent that such compliance is required because of, or due to, Tenant occupancy of the Premises. Tenant represents and warrants to Landlord that it has all licenses or permits required for the conduct of Tenant's business in the Premises, and Tenant shall maintain such licenses or permits in good standing throughout the Term. Tenant shall give prompt written notice to Landlord of any written notice it receives of the alleged violation of any Law or requirement of any governmental or administrative authority with respect to either or both of the Premises and the use or occupation thereof. The judgment of any court of competent jurisdiction (or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party thereto or not), that any such Law pertaining to the Premises has been violated by Tenant or any Tenant Parties (defined below), shall be conclusive of that fact as between Landlord and Tenant.

10.2 Hazardous Materials; ISRA.

10.2.1 If, at any time or from time to time during the Term (or any extension thereof), any Hazardous Material (defined below) is generated, transported, stored, used, treated or disposed of at, to, from, on or in either or both of the Premises and the Property by, or as a result of any act or omission of, any or all of Tenant and any or all of Tenant's Parties: (i) Tenant shall, at its own cost, at all times comply (and cause all Tenant's Parties to comply) with all Laws relating to Hazardous Materials now or hereinafter in effect (collectively, "**Environmental Laws**"), and Tenant shall further, at its own cost, obtain and maintain in full force and effect at all times all permits and other approvals required in connection therewith; and (ii) Tenant shall promptly provide Landlord with complete copies of all communications, permits or agreements with, from or issued by any governmental authority or agency (federal, state or local) or any private entity relating in any way to the presence, release, threat of release, or placement of Hazardous Materials on or in the Premises or any portion of the Property, or the generation, transportation, storage, use, treatment, or

disposal at, on, in or from the Premises, of any Hazardous Materials. At Tenant's sole cost, Tenant will at all times during the Term (and at all times thereafter that Tenant remains in possession of the Premises) take all reasonable measures to prevent the release or discharge of Hazardous Materials at or from the Premises, which measures shall include, but are not limited to, making regular inspections of all areas, containers and apparatus in which Hazardous Materials are stored, used, generated or otherwise present, and installing and maintaining appropriate containment and secondary containment devices. This **Section 10.2** does not authorize the generation, transportation, storage, use, treatment or disposal of any Hazardous Materials at, to, from, on or in the Premises in contravention of this **Section 10**. Tenant covenants to investigate, clean up and otherwise remediate, at Tenant's sole expense, any release of Hazardous Materials caused, contributed to, or created by any or all of (A) Tenant and (B) any or all of Tenant's officers, directors, members, managers, partners, invitees, agents, employees, contractors or representatives (each a "**Tenant Party**", and collectively, "**Tenant's Parties**") during the Term. Such investigation and remediation shall be performed only after Tenant has obtained Landlord's prior written consent; provided, however, that Tenant shall be entitled to respond (in a reasonably appropriate manner) immediately to an emergency without first obtaining such consent, if Tenant promptly thereafter delivers to Landlord written notice of the emergency and the action taken to remedy it. As used here, "emergency" shall mean imminent danger of injury to persons or material damage to property. All remediation shall be performed in strict compliance with Laws and to the reasonable satisfaction of Landlord. Tenant shall not enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to any Hazardous Materials in any way connected to the Premises without first obtaining Landlord's prior written consent (which consent may be given or withheld in Landlord's sole, but reasonable, discretion) and affording Landlord the reasonable opportunity to participate in any such proceedings. As used herein, the term, "**Hazardous Materials**," shall mean (i) all pollutants, contaminants, or substances as those substances are included within the definitions of hazardous substances, pollutants, contaminants, hazardous materials, toxic substances, or solid waste in any of the Environmental Laws, or listed, described, or regulated under any of the Environmental Laws, found to be harmful to persons or the environment, or the release of which is controlled or regulated, specifically including, but not limited to, all pollutants and any contaminant, "hazardous substance", "hazardous material", or "hazardous waste" as such terms are defined under any applicable law, including but not limited to, Environmental Laws, all applicable laws of the State of Illinois, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., and the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. (and for each such statute, any amendatory, supplementary, or superseding legislation, and for all statutes, the regulations promulgated thereunder as same may be amended from time to time) and the common law; (ii) any material, physical waste, or substance which is: (1) regulated as a "biohazard" pursuant to 29 C.F.R. 1910.1030 (g)(1)(i)(A); (2) asbestos or which contains asbestos; (3) pesticides or which contains a pesticide as defined under appliable laws of the State of Illinois.; (4) polychlorinated biphenyls or which contain the same, including transformers or other equipment containing dielectric fluid; (5) designated as a hazardous substance pursuant to Section 311 of the Clean Water Act, or listed pursuant to Section 307 of the Clean Water Act; (6) hydrocarbons, oil or petroleum, petroleum products, petroleum distillate, or petroleum byproducts; (7) explosives; (8) radioactive materials; and (9) urea formaldehyde and (iii) any and all wastes (whether solid, liquid or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future Environmental Laws, including, but not limited to, microbial matter, petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, and explosives.

10.2.2 Tenant represents and warrants to Landlord that, to its knowledge, Tenant is currently in compliance with all applicable Environmental Laws and that there are no pending or, to Tenant's knowledge, threatened notices of deficiency, notices of violation, orders, or judicial or administrative actions involving alleged violations by Tenant of any Environmental Laws. Tenant, at Tenant's sole cost and expense, shall be responsible for obtaining all permits or licenses or approvals required under Environmental Laws and necessary for Tenant's operation of its business on the Premises

("**Environmental Permits**") and shall make all notifications and registrations that are relevant to its tenancy under this Lease and required by any applicable Environmental Laws. Tenant, at Tenant's sole cost and expense, shall at all times comply with the terms and conditions of all such Environmental Permits and with any other applicable Environmental Laws. Tenant represents and warrants that it has obtained all such Environmental Permits and made all such notifications and registrations required by any applicable Environmental Laws necessary for Tenant's operation of its business on the Premises. Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the Premises, on the Building, or the Property without the prior written consent of Landlord in its sole discretion; provided, however, that the consent of Landlord shall not be required for the use at the Premises of cleaning supplies, toner for photocopying machines and other similar office supply materials, in containers and quantities reasonably necessary for, and consistent with, normal and ordinary use by Tenant in the routine operation or maintenance of Tenant's office equipment or in the routine janitorial service, cleaning and maintenance for the Premises and otherwise in compliance with all applicable Laws. For purposes of the foregoing, Landlord shall be deemed to have reasonably withheld consent if Landlord determines that the presence of such Hazardous Material within the Premises could result in a risk of harm to person or property or otherwise negatively affect the value or marketability of the Building or the Property. Regardless of any consents granted by Landlord to Tenant and allowing Hazardous Materials upon the Premises, under no circumstances whatsoever may Tenant cause or permit any release of Hazardous Materials by Tenant or the Tenant Parties. Additionally, regardless of any consents granted by Landlord, to Tenant, and allowing Hazardous Materials upon the Premises, under no circumstances whatsoever may Tenant cause or permit any or all of (1) any activity on the Premises which would cause the Premises to become subject to regulation as a hazardous waste treatment, storage or disposal facility under applicable Environmental Laws, (2) any activity on the Premises which would cause the Premises, the Building, or the Property to become subject to any lien imposed under, or as a result of, any Environmental Law, (3) the discharge of Hazardous Materials into the storm sewer system serving the Property, and (4) the installation of any underground tank, oil/water separator, sump pump, or underground piping on or under the Premises.

10.2.3 In addition to all other rights and remedies available to Landlord under this Lease or otherwise, Landlord may, in the event of a breach of the requirements of this Section 10.2 that is not cured within 30 days following notice of such breach by Landlord, require Tenant to provide financial assurance (such as escrow of funds or third party guarantee) in an amount and form reasonably satisfactory to Landlord. The requirements of this Section 10.2 are in addition to and not in lieu of any other provision in this Lease.

10.2.4 The undertakings, covenants and obligations imposed on Tenant under this **Section 10.2** shall survive the termination or expiration of this Lease.

11. INSURANCE.

11.1 Insurance to be Maintained by Landlord. Landlord shall maintain: (a) "all-risk" (special form or equivalent) property insurance policy covering the Property (at its full replacement cost), but excluding Tenant's personal property; (b) commercial general liability insurance covering Landlord for claims arising out of liability for bodily injury, death, personal injury, advertising injury and property damage occurring in and about the Property and otherwise resulting from any acts and operations of Landlord, its agents and employees; (c) business income/rental value insurance; and (d) any other insurance coverage deemed appropriate by Landlord or required by Landlord's lender. All of the coverages described in (a) through (d) shall be determined from time to time by Landlord, in its sole discretion. All insurance maintained by Landlord shall be in addition to and not in lieu of the insurance required to be maintained by the Tenant. The requirements of this **Section 11.1** are referred to as the "**Landlord Insurance Requirements**". If any increase in the cost of any insurance on the Premises, Building or Property is caused by Tenant's use of the Premises, then Tenant shall pay the amount of such increase to Landlord, as Additional Rent.

11.2 Insurance to be Maintained by Tenant. Tenant shall purchase, at its own expense, and keep in force at all times from and after the date of this Lease, the policies of insurance set forth below (collectively,

"**Tenant's Policies**"). All Tenant's Policies shall (a) be issued by an insurance company with a Best's rating/financial size category of A/VIII or better and otherwise reasonably acceptable to Landlord and shall be licensed to do business in the state in which the Property is located; (b) provide that said insurance shall not be canceled or materially modified unless thirty (30) days' prior written notice (ten (10) days for non-payment of premium) shall have been given to Landlord; (c) provide for deductible amounts that are reasonably acceptable to Landlord (and its lender, if applicable) and (d) otherwise be in such form, and include such coverages, as Landlord may reasonably require. The Tenant's Policies described in (i) and (ii) below shall (1) provide coverage on an occurrence basis; (2) name Landlord, its lender, if applicable, BDP Services, LLC, Bridge Development Partners, LLC and Landlord's property manager, if Landlord so requests, as additional insureds; (3) provide coverage, to the extent insurable, for the indemnity obligations of Tenant under this Lease; (4) contain a separation of insured parties provision; (5) be primary, not contributing with, and not in excess of, coverage that Landlord may carry; and (6) provide coverage with no exclusion for a pollution incident arising from a hostile fire. Certificates of Insurance and applicable endorsements, including, without limitation, an "Additional Insured Managers or Landlords of Premises" endorsement shall be delivered to Landlord prior to the Effective Date of Lease and renewals thereof shall be delivered to Landlord's notice addresses at least thirty (30) days prior to the applicable expiration date of each Tenant's Policy, and Tenant shall provide copies of all policies if requested by Lender. In the event that Tenant fails, at any time or from time to time, to comply with the requirements of the preceding sentence, Landlord may (x) order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant to Landlord upon demand, as Additional Rent or (y) impose on Tenant, as Additional Rent, a monthly delinquency fee, for each month during which Tenant fails to comply with the foregoing obligation, in an amount equal to ten percent (10%) of the Base Rent then in effect. In the event of any incident which could give rise to a claim under the insurance policies described in this Section, Tenant shall advise Landlord in writing within twenty-four (24) hours, providing as much detail about the incident as is known at the time. Following such initial notice, and at Landlord's request, Tenant shall promptly provide Landlord any documents or information requested by Landlord related to the incident. Tenant shall provide written notice to Landlord in accordance with this Lease prior to the cancelation or material modification of any of Tenant's Policies.

Tenant shall purchase and maintain, throughout the Term, a Tenant's Policy(ies) of (i) commercial general liability insurance, including personal injury, property damage, and product liability, covering the Premises and all operations of the Tenant in or about the Premises, in the amount of not less than $2,000,000.00 per occurrence, and $5,000,000.00 annual general aggregate, per location, and umbrella liability insurance in an amount not less than $10,000,000.00 (these limits may be achieved by a combination of a primary policy and an excess or umbrella liability policy); (ii) business auto liability insurance covering Tenant, against any personal injuries or deaths of persons and property damage based upon or arising out of the ownership, use, occupancy or maintenance of a motor vehicle at the Premises and all areas appurtenant thereto in the amount of not less than $1,000,000, combined single limit; (iii) "all-risk" (special form or equivalent) property insurance covering Tenant's personal property (at its full replacement cost), and damage to other property resulting from any acts or operations of Tenant; (iv) workers' compensation and employer's liability insurance per the applicable state statutes covering all employees of Tenant, with the employer's liability portion thereof to have minimum limits of $500,000.00; (v) loss of income and extra expense insurance in amounts as will reimburse Landlord for loss of rents for a period of not less than 18 months, attributable to both (x) all perils included in the "all risk" property insurance policy required pursuant to clause (iii) above and (y) prevention of access to the Premises as a result of such perils; and (vi) if Tenant handles, stores or utilizes Hazardous Materials in its business operations, pollution legal liability insurance with limits acceptable to Landlord. Any policy proceeds from the "all-risk" property insurance shall be held in trust by Tenant's insurance company for the repair, construction and restoration or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the casualty provisions of this Lease.

11.3 Waiver of Subrogation. Notwithstanding anything to the contrary in this Lease, each of Landlord and Tenant hereby waives any and all claims against the other for Losses to the extent they are insured against or required to be insured against under this Lease; including, but not limited to, Losses, deductibles or self-insured retentions covered by Landlord's or Tenant's commercial property, business income/extra

expense/rental value insurance, commercial general liability, business auto liability, workers' compensation or employers' liability policies. The risk to be borne by each of Landlord and Tenant shall also include the satisfaction of any deductible (or self-insured retention) amounts required amounts to be paid under the applicable insurance carried by the party incurring the Loss, and each of Landlord and Tenant agrees that the other shall not be responsible for satisfaction of such deductible (or self-insured amount); provided, however, that this limitation will not preclude Landlord from including deductibles it incurs as an Operating Expense as described above. The waivers set forth in this **Section 11.3** shall apply if the damage would have been covered by a normal and customary "all risks" or "special form" property insurance policy, even if the party suffering the damage fails to maintain such coverage. Each of Landlord's and Tenant's respective insurance policies shall include a waiver of all rights of subrogation by the insurance carrier against the other party, its agents and employees. The requirements set forth in **Sections 11.2**, and **11.3** are collectively referred to as the **"Tenant Insurance Requirements".**

12. NO ALTERATIONS. Tenant shall not make alterations or improvements in and to the Premises without the prior written consent of Landlord in its sole discretion.

13. LANDLORD'S AND TENANT'S PROPERTY.

Except as otherwise provided herein, all fixtures, improvements and appurtenances attached to, or built into, the Premises at the commencement of, or during the Term, whether or not placed there by or at the expense of Tenant, shall become and remain a part of the Premises; shall be deemed the property of Landlord (the "**Landlord's Property**"), without compensation or credit to Tenant; and shall not be removed by Tenant at the Expiration Date. For purposes of this Lease, any references to "**Tenant's Property**" shall mean any personal property, machinery and equipment that is not attached to, or built into, the Premises. In addition to the foregoing and notwithstanding anything contained in this Lease to the contrary, all personal property and other items described on *Schedule 1* attached hereto shall be deemed Tenant's Property and Tenant shall have the right to remove same at any time prior to the Expiration Date. In no event shall Tenant remove any of the following materials or equipment without Landlord's prior written consent (which consent may be given or withheld in Landlord's reasonable discretion): any power wiring or power panels, lighting or lighting fixtures, wall or window coverings, carpets or other floor coverings, heaters, air conditioners or any other HVAC equipment, fencing or security gates, or other similar building operating equipment and decorations, or any other items paid for with Landlord's funds (including, without limitation, any allowance). At or before the Expiration Date, or the date of any earlier termination, Tenant, at its expense, shall remove from the Premises all of Tenant's Property and any of the Landlord's Property that Tenant desires to remove from the Premises, provided that Tenant may only remove such Landlord's Property if such items can be removed in a safe manner without risk of damage to the structure or systems of the Building. Any other items of Tenant's Property that remain in the Premises after the Expiration Date, or following an earlier termination date, may, at the option of Landlord, be deemed to have been abandoned, and in such case, such items of Tenant's Property may be retained by Landlord as its property or be disposed of by Landlord, in Landlord's sole and absolute discretion and without accountability, at Tenant's expense.

14. REPAIRS AND MAINTENANCE.

14.1 Tenant Repairs and Maintenance.

14.1.1 Tenant Responsibilities. Except for events of damage, destruction or casualty to the Premises or Property (which are addressed in the **Damage or Destruction Section** of this Lease), throughout the Term, Tenant shall, at its sole cost and expense: (i) both (x) maintain and preserve the Premises in the same manner as it did prior to the Commencement Date and in compliance with all applicable Laws (the "**Required Condition**"), and (y) perform any and all repairs and replacements required in order to so maintain and preserve, in the Required Condition, the Premises and the fixtures and appurtenances therein. All such repairs or replacements required under this **Section 14.1.1** shall be (x) performed by appropriately

licensed contractors approved by Landlord, which approval shall not be unreasonably withheld, (y) subject to the reasonable supervision and control of Landlord, and (z) made with materials of equal or better quality than the original condition of the items being repaired or replaced. To the extent any of the items that are the responsibility of Tenant hereunder are subject to a warranty, Landlord agrees to assign to Tenant any assignable warranties, and to otherwise reasonably cooperate with Tenant (at no out of pocket expense to Landlord) in the administration of any such warranties.

14.1.2 Landlord Repairs. Landlord shall have no obligation repair, replace or maintain any portion of the Premises, Building or Property.

15. UTILITIES. Tenant shall, at Tenant's sole cost and expense, purchase all utility services directly from the utility providers or municipality providing such service, and shall provide for scavenger, cleaning and extermination services in, to and for the benefit of the Premises. Landlord shall have no obligation whatsoever to provide any utilities to the Premises or otherwise repair or maintain any utility meters or other connections serving the Premises, and Tenant shall be solely responsible for the repair and maintenance of any meters necessary in connection with such utility services to the Premises. If Landlord is required by Laws to perform energy benchmarking of the Premises, Tenant hereby authorizes Landlord to obtain information, from time to time throughout the Term, regarding Tenant's utility and energy usage at the Premises directly from the applicable utility providers and Tenant shall execute, within five (5) days of Landlord's request, any additional documentation required by any applicable utility provider evidencing such authorization.

16. INVOLUNTARY CESSATION OF SERVICES. Tenant is solely responsible, at its cost, for all Utility Services (hereinafter defined) required to operate the Premises. It also understood and agreed that Landlord shall have no liability or responsibility for a cessation of HVAC, electric, sanitary, elevator (if any), and other systems serving the Premises (collectively, "**Utility Services**") to the Premises or to the Property that occurs as a result of Force Majeure. No such interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease, including, but not limited to, the obligation to pay Rent.

17. LANDLORD'S RIGHTS. Landlord reserves and has the right to enter the Premises upon reasonable prior written notice (which notice may be given by email to _____) (except in an emergency, when Landlord will attempt to notify Tenant by phone if reasonable under the circumstances) during normal business hours when a representative of Tenant is present (except in an emergency, when Landlord shall not be required to have a representative of Tenant present), and, to examine and inspect the Premises, including in connection with any redevelopment plans of Landlord, and to show them to actual and prospective lenders, prospective purchasers or mortgagees of the Property or providers of capital to Landlord and its affiliates. Any inspection, restriction or control (imposed under this Lease) of Tenant's operation of its business in the Premises is intended to preserve the Property and Building and is not intended to oversee, correct, monitor or ensure that Tenant operates its business so as not to harm any third parties, including, without limitation, any Tenant's Parties. Tenant is solely responsible for the safety of its use of the Premises. Tenant is solely responsible for confirming that the Premises are adequate for its business and the safety of its operations.

18. NON-LIABILITY AND INDEMNIFICATION; FORCE MAJEURE.

18.1 Non-Liability. Except to the extent caused by the gross negligence or willful misconduct of a Landlord Indemnified Party (defined below), none of the Landlord Indemnified Parties shall be liable to Tenant for any Losses (defined below) to Tenant or to any other person, or to its or their property, irrespective of the cause of such Loss. Further, except to the extent caused by the negligence or willful misconduct of a Landlord Indemnified Party, none of the Landlord Indemnified Parties shall be liable to Tenant or to any other person (a) for any damage caused by other tenants or persons in, upon or about the Property, or caused by operations in construction of any public or quasi-public work; (b) with respect to matters for which Landlord is liable, for consequential, punitive, speculative or indirect damages, including those purportedly arising out of any loss of use of the Premises or any equipment or facilities therein by Tenant or any person claiming through or under

Tenant; (c) for any defect, latent or otherwise, in the Premises or the Property; or (d) for injury or damage to person or property caused by fire, or theft, or resulting from the operation of HVAC or lighting apparatus, or from falling plaster, or from steam, gas, electricity, water, rain, snow, ice, or dampness, that may leak or flow from any part of the Property, or from the pipes, appliances or plumbing work of the same.

18.2 Tenant Indemnification. Except to the extent caused by the gross negligence or willful misconduct of a Landlord Indemnified Party or in the event of, and to the extent of, Landlord's Indemnity, Tenant hereby indemnifies, defends, and holds Landlord, any managing agent of Landlord, Landlord's members and their respective affiliates, owners, partners, members, directors, officers, agents and employees (collectively, "**Landlord Indemnified Parties**") harmless from and against any and all Losses arising from or in connection with any or all of: (a) the conduct or management of either or both the Property and the Premises or any business therein by any or all of Tenant and Tenant's Parties, or any condition created by any or all of Tenant and Tenant's Parties in or about the Premises, or the Property, during the Term or during the period of time, if any, prior to the Commencement Date that Tenant has possession of, or is given access to, the Premises; (b) any act, omission or negligence of any or all of Tenant and Tenant's Parties; (c) any accident, injury or damage whatsoever occurring in, at or upon either or both of the Property and the Premises and caused by any or all of Tenant and Tenant's Parties. Tenant also indemnifies, defends, and holds the Landlord Indemnified Parties harmless from and against any and all Losses arising from or in connection with any or all of: (i) any breach by Tenant of any or all of its warranties, representations and covenants under this Lease; (ii) any actions necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding or other proceeding under the Bankruptcy Code; (iii) the creation, existence or release of any Hazardous Materials in, at, on or under the Premises or the Property; and (iv) any violation or alleged violation by any or all of Tenant and Tenant's Parties of any Laws. The obligations of Tenant in the two prior sentences are referred to collectively as "**Tenant's Indemnified Matters**," and shall include, but not be limited to, any claim for which the Tenant, the Tenant Parties, any contractors, subcontractors and material providers, would otherwise be entitled to immunity or defenses to such a claim under any workers' compensation or similar law. In case any action or proceeding is brought against any or all of Landlord and the Landlord Indemnified Parties by reason of any of Tenant's Indemnified Matters, Tenant, upon notice from any or all of Landlord, any managing agent of Landlord or any Superior Party (defined below), shall resist and defend such action or proceeding by counsel reasonably satisfactory to, or selected by, Landlord. The term "**Losses**" shall mean all claims, demands, expenses, actions, judgments, damages (actual, but except in connection with third party tort claims, or government claims, not indirect, special, consequential, or punitive), natural resource damages, penalties, fines, liabilities, losses of every kind and nature, suits, administrative proceedings, costs and fees, including, without limitation, attorneys' and consultants' reasonable fees and expenses, and the costs of investigation, cleanup, remediation, removal and restoration, that are in any way related to any matter covered by the foregoing indemnity. The provisions of this **Section 18.2** shall survive the expiration or termination of this Lease.

18.3 Landlord Indemnification. To the extent permitted by law, Landlord shall indemnify Tenant any managing agent of Tenant, Tenant's members and their respective affiliates, owners, partners, members, directors, officers, agents and employees (collectively, "**Tenant Indemnified Parties**") and hold them harmless from and against any and all Losses, to the extent incurred in as a result of a Landlord Indemnified Party's gross negligence or willful misconduct during the Term, except for any loss or damage caused by the gross negligence or willful misconduct of Tenant or its employees or agents. Landlord's obligation to indemnify the Tenant Indemnified Parties hereunder shall include the duty to defend against any claims asserted by reason of such Losses and to pay any judgments, settlements, costs, fees, and expenses, including reasonable attorneys' fees, incurred in connection therewith.

18.4 Force Majeure. Each of the obligations of Tenant (except the obligations to pay Rent, to maintain insurance, and provide evidence thereof, and to surrender the Premises on the Expiration Date) and each of the obligations of Landlord, shall be excused, and neither Landlord nor Tenant shall have any liability whatsoever to the other, to the extent that any failure to perform, or delay in performing such obligation arises out of either or both of (a) any labor dispute, governmental preemption of property in connection with a public

emergency or shortages of fuel, supplies, or labor, or a cyber disruption or attack, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions (including without limitation COVID-19) or other causes affecting the Premises and/or the area in which the Premises is located, the imposition by federal, state or local governmental authorities of "shelter in place" or other quarantine requirements, or any other cause, whether similar or dissimilar, beyond Landlord's or Tenant's, as the case may be, reasonable control; or (b) any failure or defect in the supply, quantity or character of utilities furnished to the Premises, or by reason of any requirement, act or omission of any public utility or others serving the Property, beyond Landlord's or Tenant's, as the case may be, reasonable control (collectively, "**Force Majeure**").

19. **DAMAGE OR DESTRUCTION; CONDEMNATION**. If the Premises are damaged by fire, explosion, or other casualty or occurrence or any portion of the Premises shall be taken under power of eminent domain, or otherwise transferred in lieu thereof, then Tenant shall promptly notify Landlord of such occurrence. In such event, Tenant shall have the option to either (i) terminate the Lease effective as of the date of such casualty or condemnation event by written notice to Landlord, in which event Tenant will promptly surrender possession of the Premises to Landlord and this Lease shall terminate; or (ii) at Tenant's sole cost and expense, make any such repairs or restoration as Tenant determines is necessary to operate in the Premises in compliance with applicable Laws, including, without limitation, obtaining all necessary permits and certificates of occupancy; provided, that if Tenant elects option (ii) of this sentence, then Tenant shall, prior to commencing such repairs and in any event within thirty (30) days after the date of such casualty or condemnation event, obtain from a licensed architect or general contractor a good-faith estimate of the time required to substantially restore the Premises (the "**Repair Period Estimate**"). If the Repair Period Estimate indicates that the restoration cannot be completed before the expiration of the then-current Term, Landlord shall have the right, at its sole and absolute discretion, to terminate this Lease effective as of the date of such casualty or condemnation event. TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD SHALL HAVE NO DUTY OR OBLIGATION WHATSOEVER TO RESTORE OR REPAIR THE PREMISES OR OTHERWISE REMEDY ANY DAMAGES OR LOSSES RESULTING FROM THE OCCURRENCE OF A CASUALTY OR CONDEMNATION.

20. **RESERVED**.

21. **SURRENDER AND HOLDOVER**.

On or before the last day of the Term, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises: (a) Tenant shall quit and surrender the Premises to Landlord in "broom-clean" condition that would reasonably be expected, in Landlord's reasonable determination, with normal and customary use in accordance with (i) prudent operating practices and (ii) the covenants and requirements imposed under this Lease, subject only to ordinary wear and tear (as is attributable to deterioration by reason of time and use, in spite of Tenant's reasonable care), and such damage or destruction as Landlord is required to repair or restore under this Lease; (b) Tenant shall remove all of Tenant's Property therefrom, except as otherwise expressly provided in this Lease; and (c) Tenant shall surrender to Landlord any and all keys, access cards, computer codes or any other items used to access the Premises. Landlord shall be permitted to inspect the Premises in order to verify compliance with this **Section 21** at any time prior to (x) the Expiration Date, (y) the effective date of any earlier termination of this Lease, or (z) the surrender date otherwise agreed to in writing by Landlord and Tenant. The obligations imposed under the first sentence of this **Section 21** shall survive the termination or expiration of this Lease. If Tenant remains in possession after the Expiration Date hereof or after any earlier termination date of this Lease or of Tenant's right to possession: (A) Tenant shall be deemed a tenant at sufferance; (B) TENANT SHALL PAY, IN ADDITION TO ALL OTHER ADDITIONAL RENT OWED HEREUNDER, AN AMOUNT EQUAL TO $225,000.00 PER MONTH FOR EACH MONTH OF SUCH HOLDOVER (WITHOUT ANY PRORATION FOR A PARTIAL MONTH OF HOLDOVER) (THE "**HOLDOVER RENT**"); and (C) there shall be no renewal or extension of this Lease by operation of law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including lost opportunity

cost incurred by Landlord as a result of Tenant's failure to surrender, and any lost profits to Landlord resulting therefrom. **LANDLORD AND TENANT HAVE CONSIDERED CAREFULLY THE LOSS TO LANDLORD OCCASIONED BY TENANT'S FAILURE TO TIMELY SURRENDER THE PREMISES BY THE EXPIRATION DATE AS CONTEMPLATED BY THIS LEASE, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITY TO DEVELOP THE PROPERTY AND OTHER RELATED COSTS, AND THE OTHER DAMAGES, GENERAL AND SPECIAL, WHICH LANDLORD AND TENANT REALIZE AND RECOGNIZE LANDLORD WILL SUSTAIN BUT WHICH LANDLORD AND TENANT AGREE WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO CALCULATE AT THIS TIME IF TENANT SO HOLDS OVER. BASED ON ALL THOSE CONSIDERATIONS, LANDLORD AND TENANT AGREE THAT THE HOLDOVER RENT REPRESENTS A REASONABLE ESTIMATE OF SELLER'S MONTHLY DAMAGES AS A RESULT OF SUCH HOLDOVER.** The provisions of this Section 21 shall not constitute a waiver by Landlord of any re-entry rights of Landlord provided hereunder or by Laws and shall survive the expiration or sooner termination of this Lease.

Tenant's Initials: _____

22. **EVENTS OF DEFAULT**. If Tenant fails to (i) pay any installment of Rent or any payment of Additional Rent when due, and such failure continues for a period of 5 days after Landlord gives written notice of such failure to Tenant; (ii) observe or perform any covenant or provision of this Lease to be observed or performed by Tenant and such failure continues for a period of 30 days after Landlord gives written notice to Tenant; provided, however, if the breach is curable and more than 30 days are reasonably required for its cure, Tenant will not be considered in default so long as Tenant promptly commences curing such breach and thereafter diligently prosecutes such cure to completion, or (iii) timely surrender the Premises on or before the Expiration Date in accordance with Section 21, then Landlord, at its option, may, in addition to any and all other rights and remedies provided in this Lease or otherwise at law or in equity, terminate this Lease and terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate, and Tenant shall immediately surrender possession to Landlord. In such event, Landlord shall be entitled to recover from Tenant any amount necessary to compensate Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of events, would be likely to result therefrom, including but not limited to, the cost of recovering possession of the Premises, reasonable attorneys' fees. Efforts by Landlord to mitigate damages caused by Tenant's Default shall not waive Landlord's right to recover damages under this Section. If this Lease is terminated through any unlawful entry and detainer action, Landlord shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable in such action, or Landlord may reserve the right to recover all or any part of such Rent and damages in a separate suit; or pursue any other remedy now or hereafter available under the laws of the state in which the Premises is located. Without limitation of any of Landlord's rights in the event of a Default by Tenant, Landlord may also exercise its rights and remedies with respect to any Security Deposit as set forth herein.

Any and all of Tenant's Property that may be removed from the Premises by Landlord pursuant to the authority of this Lease or of Laws may be handled, removed, disposed of and/ or stored by Landlord at the sole risk, cost and expense of Tenant, and in no event or circumstance shall Landlord be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such handling, removal, or disposal and all storage charges for such Tenant's Property so long as the same shall be in Landlord's possession or under Landlord's control. Any Tenant's Property not removed from the Premises as of the Expiration Date or any other earlier date on which this Lease is terminated shall be either, as Landlord elects (in whole or in part as to Tenant's Property) (A) conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as in a bill of sale, without further payment or credit by Landlord to Tenant, or (B) at Landlord's election, abandoned by Tenant and disposed of by Landlord as it sees fit in its sole and absolute discretion. Neither expiration nor termination of this Lease, nor the termination of Tenant's right to possession, shall relieve Tenant from its liability under the indemnity provisions of this Lease.

All sums advanced by Landlord on account of Tenant under this Section, or pursuant to any other provision of this Lease, and all Base Rent and Additional Rent, if delinquent or not paid by Tenant and received by Landlord

when due hereunder, shall bear interest ("**Default Interest**") at the rate of five percent (5%) per annum above the "prime" or "reference" or "base" rate (on a per annum basis) of interest publicly announced as such, from time to time, by the JPMorgan Chase Bank, NA, or its successor, from the due date thereof until paid, and such interest shall be and constitute Additional Rent and be due and payable upon Landlord's submission of an invoice therefor. The various rights, remedies and elections of Landlord reserved, expressed or contained herein are cumulative and no one of them shall be deemed to be exclusive of the others or of such other rights, remedies, options or elections as are now or may hereafter be conferred upon Landlord by Laws. **Landlord's rights and remedies under this Section are collectively referred to as "Landlord Remedies".**

23. RESERVED.

24. BROKER. Tenant covenants, warrants and represents that Tenant's Broker was the only broker to represent Tenant in the negotiation of this Lease. Landlord covenants, warrants and represents that Landlord's Broker was the only broker to represent Landlord in the negotiation of this Lease. Landlord shall be solely responsible for paying the commission of Landlord's Broker pursuant to a separate written agreement between Landlord and Landlord's Broker. Landlord's Broker shall be responsible for splitting such commission with Tenant's Broker. Each party agrees to and hereby does indemnify, defend and hold the other harmless against and from any brokerage commissions or finder's fees or claims thereof by a party claiming to have dealt with the indemnifying party (other than the Brokers) and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing. The provisions of this Section 24 shall survive the termination or expiration of this Lease.

25. MISCELLANEOUS.

25.1 Merger. All prior understandings and agreements between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. No agreement shall be effective to modify this Lease, in whole or in part, unless such agreement is in writing, and is signed by the party against whom enforcement of said change or modification is sought.

25.2 Notices. Any notice required to be given by either party pursuant to this Lease, shall be in writing and shall be deemed to have been properly given, rendered or made only if (a) personally delivered, or (b) if sent by Federal Express or other comparable commercial overnight delivery service, or (c) sent electronically, if, on the same date, a duplicate notice is sent pursuant to (b) above, addressed (in the case of any or all of (a), (b) and (c) above) to the other party at the addresses set forth below each party's respective signature block (or to such other address as Landlord or Tenant may designate to each other from time to time by written notice), and shall be deemed to have been given, rendered or made (i) on the day so delivered or (ii) in the case of overnight courier delivery on the first business day after having been deposited with the courier service, and (iii) in the case of electronic delivery, on the date such electronic delivery occurs, provided that, on the same date, a duplicate copy is sent pursuant to clause (b).

25.3 Non-Waiver. The failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment (at that time) for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt and acceptance by Landlord of Rent with knowledge of any breach by Tenant of any obligation of this Lease shall not be deemed a waiver of such breach.

25.4 Legal Costs. Any party in breach or default under this Lease (the "**Defaulting Party**") shall reimburse the other party (the "**Nondefaulting Party**") upon demand for any legal fees and court (or other administrative proceeding) costs or expenses that the Nondefaulting Party incurs in connection with the breach or default, regardless whether suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, in the event

of litigation, the court in such action shall award to the party in whose favor a judgment is entered a reasonable sum as attorneys' fees and costs, which sum shall be paid by the losing party. Tenant shall pay Landlord's attorneys' reasonable fees incurred in connection with Tenant's request for Landlord's consent under provisions of this Lease governing assignment and subletting, or in connection with any other act which Tenant proposes to do and which requires Landlord's consent. All payments due hereunder from Tenant to Landlord shall be deemed Additional Rent.

25.5 Parties Bound. Except as otherwise expressly provided for in this Lease, this Lease shall be binding upon, and inure to the benefit of, the successors and assignees of the parties hereto. Tenant hereby releases Landlord named herein from any obligations of Landlord for any period subsequent to the conveyance and transfer of Landlord's ownership interest in the Property. In the event of such conveyance and transfer, Landlord's obligations hereunder shall thereafter be binding upon each transferee (whether Successor Landlord or otherwise). No obligation of Landlord shall arise under this Lease until the instrument is signed by, and delivered to, both Landlord and Tenant.

25.6 Recordation of Lease. Tenant shall not record or file this Lease (or any memorandum hereof) in the public records of any county or state.

25.7 Governing Law; Construction. This Lease shall be governed by and construed in accordance with the laws of the state in which the Property is located. If any provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected but shall be enforced to the extent permitted by Laws. The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation, or other provision of this Lease to be performed by Tenant, shall be construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

25.8 Time. Time is of the essence for this Lease, unless waived by Landlord (which Landlord shall have the right, but not the obligation, to do). If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday, either by the federal government or in the state in which the Property is located, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday.

25.9 Authority of Tenant. Tenant and the person(s) executing this Lease on behalf of Tenant hereby represent, warrant, and covenant with and to Landlord as follows: the individual(s) acting as signatory on behalf of Tenant is(are) duly authorized to execute this Lease; Tenant has procured (whether from its members, partners or board of directors, as the case may be), the requisite authority to enter into this Lease; this Lease is and shall be fully and completely binding upon Tenant; and Tenant shall timely and completely perform all of its obligations hereunder.

25.10 WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY TO THIS LEASE WITH RESPECT TO THIS LEASE, THE PREMISES, OR ANY OTHER MATTER RELATED TO THIS LEASE OR THE PREMISES.

25.11 [Reserved].

25.12 [Reserved].

25.13 Confidential Information. Tenant agrees to maintain in strict confidence the economic terms of this Lease and any or all other materials, data and information delivered to or received by any or all of Tenant

and Tenants' Parties either prior to or during the Term in connection with the negotiation and execution hereof. The provisions of this Section 25.13 shall survive the termination of this Lease.

25.14 Submission of Lease. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to lease, or an offer to lease. This Lease is not effective until execution by and delivery to both Landlord and Tenant.

25.15 Lien Prohibition. Tenant shall not permit any notice of unpaid balance or right to file lien, construction lien, construction lien claim, mechanics or materialmen's liens to be filed or to attach to the Premises or the Property. Tenant, at its expense, shall procure the satisfaction or discharge of record of all such liens and encumbrances within ten (10) days after the filing thereof; or, within such ten (10) day period, Tenant shall provide Landlord, at Tenant's sole expense, with endorsements (satisfactory, both in form and substance, to Landlord and the holder of any mortgage or deed of trust) to the existing title insurance policies of Landlord and the holder of any mortgage or deed of trust, insuring against the existence of, and any attempted enforcement of, such lien or encumbrance. In the event Tenant has not so performed, Landlord may, at its option, pay and discharge such liens and Tenant shall be responsible to reimburse Landlord, on demand and as Additional Rent under this Lease, for all costs and expenses incurred in connection therewith, together with Default Interest thereon, which expenses shall include reasonable fees of attorneys of Landlord's choosing, and any costs in posting bond to effect discharge or release of the lien as an encumbrance against the Premises or the Property. THE INTEREST OF THE LANDLORD IN THE PREMISES SHALL NOT, UNDER ANY CIRCUMSTANCES, BE SUBJECT TO LIENS FOR ALTERATIONS MADE BY THE TENANT OR ANY OTHER ACT OF TENANT. The provisions of this **Section 25.15** shall survive the termination or expiration of this Lease.

25.16 Landlord's Covenants; No Termination Right. All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate, and to the extent permitted by Laws waives the benefit of any Laws now or hereafter in effect which would permit Tenant to terminate, this Lease for breach of Landlord's obligations hereunder.

25.17 Anti-Terrorism. Tenant represents and warrants to and covenants with Landlord that (i) neither Tenant nor any of its officers, directors, members, partners, shareholders or other equity interest holders, nor any of their respective affiliates (collectively, the "**Tenant Parties**") currently is, nor shall any of them be, at any time during the Term, in violation of any laws or regulations relating to either or both terrorism and money laundering; (ii) none of the Tenant Parties is, nor shall any of them be, during the Term (1) a person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as a "Specially Designated National" on the then - most current list published by the US Treasury Department's Office of Foreign Assets Control or other replacement official publication of such list, or (2) a person or entity who is identified as, or affiliated with, a person or entity designated as a terrorist, or associated with terrorism or money laundering, pursuant to regulations promulgated in connection with the USA Patriot Act; and (iii) Tenant has taken and shall continue to take during the Term, reasonably appropriate steps to understand its legal obligations under all anti-terrorism Laws and regulations, and has implemented, and shall continue to implement during the Term, appropriate procedures to assure its continued compliance with them. At any time and from time to time during the Term, Tenant shall deliver to Landlord, within ten (10) days after receipt of a written request therefor, a written certification and such other evidence as Landlord may reasonably request evidencing and confirming Tenant's compliance with this **Section 25.17**. Notwithstanding anything to the contrary set forth in this Lease, no notice or cure period shall be required or provided with respect to any breach or default under this Section.

25.18 Electronic Signatures; and Counterparts. The parties acknowledge and consent to be bound by electronic signatures, including signatures of any required witness. This Lease may be executed in multiple counterparts, but all such counterparts shall together constitute a single, complete and fully-executed document.

25.19 Waiver of Right of Redemption. Tenant waives all right of redemption to which Tenant may be entitled by Laws.

25.20 Injunctive Relief. Any violation, attempted violation, or threatened violation, of any provision of this Lease by Tenant, can be remedied by injunction, which shall be a cumulative remedy in addition to any Landlord Remedies under this Lease or by any Laws, and Tenant shall not raise as a defense thereto that Landlord has an adequate remedy at Law.

25.21 Joint and Several Liability. All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant hereunder.

25.22 Limitation of Liability. Notwithstanding any provision in this Lease to the contrary, under no circumstances shall Landlord's liability for failure to perform any obligations arising out of or in connection with this Lease or for any breach of the terms or conditions of this Lease (whether written or implied) exceed Landlord's equity interest in the Property. Any judgments rendered against Landlord shall be satisfied solely out of proceeds of sale of Landlord's interest in the Property. No personal judgment shall lie against Landlord or its members, or any of their constituent members, or any officers, members, shareholders, partners or employees of any of the foregoing, upon extinguishment of Landlord's rights in the Property and any judgments so rendered shall not give rise to any right of execution or levy against the assets of Landlord or any of its members or their constituent members, or any officers, members, shareholders, partners or employees of any of the foregoing. The provisions hereof shall inure to Landlord's successors and assigns including any lender of Landlord.

26. Rents From Real Property. Landlord and Tenant agree that all Rent payable by Tenant to Landlord shall qualify as rents from real property within the meaning of both Sections 512(b)(3) and 856(d) of the Internal Revenue Code of 1986, as amended (the "**Code**") and the U.S. Department of Treasury Regulations promulgated thereunder (the "**Regulations**"). If Landlord, in its sole discretion, determines that there is any risk that all or part of any Rent shall not qualify as rents from real property for the purposes of the Code and the Regulations, Tenant agrees to cooperate with Landlord by entering into such amendment or amendments as Landlord reasonably deems necessary to qualify all Rent as rents from real property; provided, however, that any adjustments required pursuant to this Section 26 shall be made so as to produce the equivalent Rent (in economic terms) payable prior to such adjustment.

27. OFAC LAWS AND REGULATIONS. The person(s) who have executed this Lease on behalf of Tenant are duly authorized to do so. Tenant and no individual or entity owning directly or indirectly any interest in Tenant is an individual or entity whose property or interests are subject to being blocked under any of the OFAC Laws and Regulations (as hereinafter defined) or is otherwise in violation of any of the OFAC Laws and Regulations. Tenant shall immediately notify Landlord, in writing, if any individual or entity owning directly or indirectly any interest in Tenant or any director, officer, member, manager or partner of any of such holders is an individual or entity whose property or interests are subject to being blocked under any of the OFAC Laws and Regulations, is otherwise in violation of any of the OFAC Laws and Regulations, or is under investigation by any governmental entity for, or has been charged with, or convicted of, drug trafficking, terrorist-related activities or any violation of anti-money laundering laws, has been assessed civil penalties under these or related laws, or has had funds seized or forfeited in an action under these or related laws. For purposes of this Lease, "OFAC Laws and Regulations" means Executive Order 13224 issued by the President of the United States of America, the Terrorism Sanctions Regulations (Title 31 Part 595 of the U.S. Code of Federal Regulations), the Terrorism List Governments Sanctions Regulations (Title 31 Part 596 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31 Part 597 of the U.S. Code of Federal Regulations), and the Cuban Assets Control Regulations (Title 31 Part 515 of the U.S. Code of Federal Regulations), and all other present and future federal, state and local laws, ordinances, regulations, policies, lists (including, without limitation, the Specially Designated Nationals and Blocked Persons List) and any other requirements of any governmental authority (including, without limitation, the United States Department of the Treasury Office of Foreign Assets Control) addressing, relating to, or attempting to eliminate, terrorist acts and acts of war, each as hereafter supplemented, amended or modified

from time to time, and the present and future rules, regulations and guidance documents promulgated under any of the foregoing, or under similar laws, ordinances, regulations, policies or requirements of other states or localities.

28. Anti-Corruption. During the Term of this Lease:

28.1 Tenant represents that neither it nor, to its knowledge, after due inquiry, any of its officers, directors, employees, subsidiaries, Affiliates, agents or representatives has offered, promised or given, or will offer, promise or give, to any person, directly or through a third party, anything of value, for the person himself or herself or another person or entity, in order to improperly influence official actions, obtain or retain business, or otherwise secure an improper business advantage.

28.2 Tenant represents and warrants that Tenant and, to its knowledge, after due inquiry, its respective affiliates, subsidiaries, officers, directors, employees, agents and representatives are and have been in compliance, and will comply strictly throughout the performance of this Lease, with all applicable Anti-Corruption Laws (as defined below) and have instituted and maintain policies and procedures reasonably designed to promote and achieve compliance with such laws and with the representations and warranties contained herein.

28.3 Tenant is not now, nor will it be, owned, directly or indirectly, in whole or in part, or controlled by any government or Government Official. For purposes of this paragraph, the term "Government Official" means any officer or employee of a government or government controlled entity, or of a public international organization, or of companies that are partially or wholly-owned or controlled by governments or governmental agencies, or monarchies and royal families, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or official thereof, or candidate for political office.

28.4 Tenant shall notify Landlord immediately if at any time the foregoing representations and warranties contained in this Section 28 shall not be true and correct. Upon receipt of such notification, Landlord shall have the right to either or both unilaterally terminate this Lease and pursue any other remedies available to it.

28.5 Tenant shall not be obligated to take any action or omit to take any action that it believes, in good faith, would cause it to be in violation of any Anti-Corruption Laws and/or Anti-Money Laundering Laws (defined below).

28.6 For the purposes of this **Section 28, "Anti-Corruption Laws"** means any laws, rules or regulations of any applicable jurisdiction concerning or relating to bribery or corruption, including the U.S. Foreign Corrupt Practices Act. The term "**Anti-Money Laundering Laws**" means any laws, rules or regulations, state and federal, criminal and civil, that: (i) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; or (ii) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions shall be deemed to include the Bank Secrecy Act, as amended by the USA PATRIOT Act of 2001, Pub. L. No. 107-56, and the Money Laundering Control Act of 1986, including the laws relating to prevention and detection of money laundering under 18 U.S.C. §§ 1956-1957.

29. Rules and Regulations. Tenant shall comply with all reasonable rules and regulations established by Landlord covering use of the Premises, the Building, and the Property. Landlord's current rules and regulations are attached hereto as Exhibit B. Landlord shall not have any liability or obligation for the breach of any rules or regulations by other tenants in the Building or the Property.

[Signature Pages Follow]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease to be effective as of the Effective Date of Lease.

LANDLORD:

[_____],
a [_____]

By:_____
Name:
Its:

_____
Date

Landlord's Addresses for Notices:

[_____]
c/o Bridge Industrial
_____
_____
Attn:
Email:

With a required copy to:

[_____]
c/o Bridge Industrial
9525 W. Bryn Mawr Ave., Suite 700
Rosemont, Illinois 60018
Attn: Nick Siegel
Email: nsiegel@bridgeindustrial.com

And a required copy to:

[_____]
c/o Bridge Industrial
444 W Lake Street, Suite 3125
Chicago, IL 60606
Attn: Legal Department
Email: notices@bridgeindustrial

And a required copy to (which shall not constitute notice):

Holland & Knight LLP
150 N. Riverside Plaza, Suite 2700
Chicago, Illinois 60606
Attn: Aaron O'Donnell
Email: Aaron.ODonnell@hklaw.com

TENANT:

HU-FRIEDY MFG. CO., LLC,
a [_____]

By: _____
Its: _____

_____
Date

Tenant's Addresses for Notices:

_____
_____
_____

After Commencement Date:

_____
_____
_____
_____

With a copy to:

_____
_____
_____
_____

EXHIBIT A

Property

[Legal Description to be attached]

EXHIBIT A-1

Depiction of Premises

[To be attached]

EXHIBIT B

RULES & REGULATIONS

In addition to the terms and provisions of this Lease, during the Lease Term, Tenant shall comply with all rules and regulations set forth below.

- No part of the Property shall be used for any purpose other than as expressly permitted by this Lease and in accordance with all applicable Laws, including, without limitation, the zoning regulations of the county or township in which the Premises is located.
- No materials or products shall be manufactured or stored that constitute a nuisance or cause the emission of noxious odors or gases or smoke. No burning of materials, outside or inside the Premises, will be permitted.
- No fence, wall, loading facility, outside storage facility, or permanent improvements will be erected or constructed without the prior written approval of Landlord, which approval may be given or withheld in Landlord's sole and absolute discretion.
- Tenant will keep the Property safe, clean, neat and provide for the removal of trash from the Property.
- No materials, supplies or products shall be stored outside without the prior written approval of the Landlord, which approval may be given or withheld in Landlord's sole and absolute discretion.

Schedule 1

Tenant's Property

(a) inventory, raw materials, work-in-process, finished goods, and supplies;

(b) movable office furniture and furnishings, including desks, chairs, tables, artwork, plants, and similar items;

(c) general office equipment and supplies;

(d) information technology, data, and telecommunications equipment, including servers, switchgear, distribution equipment, telephony systems, computers, monitors, and displays;

(e) warehouse racking and shelving;

(f) material handling equipment, including forklifts, pallet jacks, conveyors, and related equipment;

(g) compressors and other non-building mechanical or production equipment;

(h) security system equipment installed by or for Tenant;

(i) break room equipment and appliances that are not built-in, including refrigerators, microwaves, and coffee machines;

(j) fitness room equipment; and

(k) game room or recreational equipment, including pool tables and table tennis equipment.

Schedule 1.2 (b)

EXCLUDED PERSONAL PROPERTY

(a) inventory, raw materials, work-in-process, finished goods, and supplies;

(b) movable office furniture and furnishings, including desks, chairs, tables, artwork, plants, and similar items;

(c) general office equipment and supplies;

(d) information technology, data, and telecommunications equipment, including servers, switchgear, distribution equipment, telephony systems, computers, monitors, and displays;

(e) warehouse racking and shelving;

(f) material handling equipment, including forklifts, pallet jacks, conveyors, and related equipment;

(g) compressors and other non-building mechanical or production equipment;

(h) security system equipment installed by or for Tenant;

(i) break room equipment and appliances that are not built-in, including refrigerators, microwaves, and coffee machines;

(j) fitness room equipment; and

(k) game room or recreational equipment, including pool tables and table tennis equipment.

CITY OF DES PLAINES

RESOLUTION R - 170 - 26

A RESOLUTION SUPPORTING AND CONSENTING TO A COOK COUNTY CLASS 6B REAL ESTATE INCENTIVE CLASSIFICATION REQUESTED BY MIDWEST RE ACQUISITIONS, LLC AT 1666 E TOUHY AVE.

WHEREAS, Midwest RE Acquisitions, LLC (***"Applicant"***) is the contract purchaser of that certain property, comprising 6.72-acres in the City of Des Plaines, commonly known as 1666 E Touhy Ave and legally described in **Exhibit A** attached to, and by this reference made a part of, this Resolution (***"Subject Property"***); and

WHEREAS, the Subject Property is currently occupied under a lease that terminates on January 31, 2027; and

WHEREAS, the Applicant proposes to demolish the existing 162,260 square-foot structure and construct a brand new, class A, approximately 252,929 square-foot industrial building with an estimated construction cost of $21,000,000, which includes 38 exterior docks, two drive-in doors, 232 parking stalls and a 40-foot clear height (collectively, the ***"Proposed Improvements"***); and

WHEREAS, upon completion of the Proposed Improvements, the Applicant intends to lease the Subject Property to a speculative industrial tenant for industrial, logistics, distribution, and manufacturing uses (***"Proposed Use"***); and

WHEREAS, the Proposed Use on the Subject Property is expected to employ at least 50 full-time employees within two years after the completion of the Proposed Improvements; and

WHEREAS, pursuant to Section 74-63 of the Cook County Real Property Assessment Classification Ordinance ("***Classification Ordinance***"), certain real property that qualifies as "abandoned property" pursuant to Section 74-62(b) of the Classification Ordinance, or is substantially renovated, or is the site of new construction and used primarily for industrial purposes may be classified as Class 6b, which temporarily reduces the property tax assessment in order to promote the construction of and rehabilitation of industrial facilities; and

WHEREAS, the Applicant's Proposed Use of and Proposed Improvements to the Subject Property will provide economic benefits to the City of Des Plaines, Cook County, and the greater Chicagoland region; and

WHEREAS, the Applicant intends to file with the Office of the Assessor of Cook County an application for a Class 6b classification of the Subject Property; and

WHEREAS, the Applicant has filed with the City an Economic Disclosure Statement; and

WHEREAS, if the Class 6b classification for the Subject Property is approved, the Applicant will complete the Proposed Improvements and cause the Subject Property to be reoccupied for industrial purposes; and

WHEREAS, the Applicant's use of the Subject Property will provide needed employment opportunities to residents of the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: DETERMINATION OF ELIGIBILITY AND APPROPRIATENESS. The City Council hereby finds and determines that: (a) the Subject Property is appropriate for the Class 6b pursuant to the Classification Ordinance; (b) the Proposed Use will be necessary and beneficial to the local economy; and (c) a Class 6b classification of the Property is necessary for the completion of the Proposed Improvements and occupation of the Subject Property for the Proposed Use.

SECTION 3: SUPPORT AND CONSENT TO CLASS 6b CLASSIFICATION. Pursuant to the County Classification Ordinance, the City Council hereby approves, consents to, and supports the extension of the classification of the Subject Property as Class 6b property, but only if the Subject Property is used for the Proposed Use by the Applicant, the Proposed Tenant, or one of its affiliates or successors.

SECTION 4: DELIVERY. The City Clerk is hereby directed to transmit a certified copy of this Resolution to the Applicant. The Applicant shall be responsible for presenting such certified copy to the Board of Commissioners of Cook County and filing such certified copy with the Office of the Assessor.

SECTION 5: CONDITIONS OF SUPPORT. The Applicant or its successor in interest shall submit proof in a form satisfactory to the City Attorney as evidence that no less than 50 full-time employment (FTE) positions have been established and maintained upon the Subject Property no later than two years after a certificate of occupancy is issued for the Proposed Improvements. In the event that the Applicant is unable to provide proof of its satisfaction of this condition within the required time period, the City will have the right, but not the obligation, to repeal this Resolution and withdraw its consent and support for the 6b Classification of the Subject Property. The City Council may only withdraw its consent by a resolution duly adopted by the City Council and transmitted to the Secretary of the Board of Commissioners of Cook County and the Office of the Assessor.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2026.

APPROVED this _____ day of _____, 2026.

VOTE: AYES _____ NAYS _____ ABSENT _____

_____

MAYOR

ATTEST:

_____

CITY CLERK

Approved as to form:

_____

Peter M. Friedman, General Counsel

EXISTING LEGAL DESCRIPTION:

LOT 1 OF SIDNEY L. PORT'S FIRST ADDITION TO DES PLAINES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MEDIAN, RECORDED AS DOCUMENT NUMBER 23892683 ON APRIL 19, 1977 IN COOK COUNTY, ILLINOIS.

Commonly Known As: 1666 E. Touhy, Des Plaines, Illinois 60018

PINs: 09-28-300-031-0000

DES PLAINES
ILLINOIS

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5306
desplainesil.gov

MEMORANDUM

Date: July 9, 2026

To: Dorothy Wisniewski, City Manager

From: Suzy Aguilar, Economic Development Manager
Jeff Rogers, Director of Community and Economic Development

Subject: Consideration of a Resolution Supporting a Cook County Class 6b Real Estate Tax Incentive for Midwest RE Acquisitions, LLC at 1600 E Touhy Ave- (6th Ward)

Issue: The applicant, Midwest RE Acquisitions, LLC, represented by Mark Rogers, Liston & Tsantilis, is requesting City support for a Cook County 6b Real Estate Tax Incentive. The incentive would facilitate the construction of a new, Class A industrial building totaling approximately 206,827 square feet. The proposed project includes approximately $24,000,000 in property improvements, with construction commencing in Q1 of 2028 and expected completion to be Q1 2029.

Analysis: The applicant, Midwest RE Acquisitions, LLC is seeking the City's support for a Cook County Real Estate Class 6b Tax Incentive for the property located at 1600 E Touhy Ave. The applicant is the contract purchaser of the property set to potentially close Q4 2026.

The property currently consists of an approximately 188,000-square-foot industrial/flex building situated on a 13.28-acre site. The applicant proposes to demolish the existing building after purchase and construct a new, Class A, 206,827-square-foot speculative industrial facility. The new facility is expected to feature thirty-six exterior docks, two drive-in doors, approximately 177 parking stalls and a 40-foot clear height.

Upon completion, the applicant intends to market the property to a tenant in the industrial, logistics, distribution, or manufacturing sector. The applicant plans to invest approximately $24,000,000 into the development equating to approximately $116.04 per square foot. This investment meets the City's minimum requirement for consideration of a tax incentive.

The property is projected to have an estimated market value of approximately $32,096,592, generating approximately $6,097,371 in additional property tax revenue over the life of the incentive. In comparison, if the property were to remain vacant, it is estimated to generate approximately $8,194,014 in property tax revenue over the next twelve years.

As part of the proposed development, the applicant will file a lot line adjustment affecting this property and 1666 E. Touhy Avenue, for which the applicant is also seeking a Class 6b incentive. The adjustment will

reconfigure the property boundaries so that the proposed development is contained within a single, newly created PIN.

Following City approval, and in order to establish eligibility for the incentive, the Applicant will submit a formal application to Cook County with a development designation New Construction and Substantial Rehabilitation. This designation is necessary to demonstrate that the property meets eligibility criteria despite not being vacant for the required 12 consecutive months. The current tenant, Deluxe Corporation, will cease operations before purchase.

In addition to meeting eligibility requirements, the applicant expects initial employment figures for a future tenant to be approximately more than 50 full-time employees, with room for growth.

The applicant has also provided a summary of projected tax implications from the development which can be summarized as follows:

Scenario	Estimated 12-Year Tax Payments	Net tax revenue vs. "no change"
A. Existing w/ no new construction and no 6b	$8,194,014	+/-$
B. New construction w/o 6B	$31,121,771	+$22,927,757
C. New construction w/ 6B	$14,291,385	+$6,097,371

The applicant asserts that the incentive (included in Scenario C) is necessary for development to occur, Therefore, Scenario B is not economically feasible, leaving Scenario C as the option which generates the highest property tax revenue, employment, and other economic benefits.

The 6b Classification, if supported by the City and formally approved by Cook County, would reduce the property tax assessment for the portion of the property where the new investment is proposed from the typical 25% of market value to 10% for a 10-year period. In the 11th year of the incentive, the assessment will go up to 15% of market value, and in the 12th & final year of the incentive the assessment will go to 20% of market value before returning to 25% of market value after expiration of the incentive.

In accordance with City policy, a courtesy notice was distributed to all potentially affected taxing jurisdictions notifying them of the City Council's consideration of this request.

Recommendation: Staff recommends the City Council consider the proposed Resolution R-171-26 granting support and consent to the filing by Midwest RE Acquisitions, LLC of a Class 6b application with the Cook County Assessor's Office.

Attachments:
Attachment 1: Applicant's Application Materials & Exhibits
Resolution R-171-26
Exhibit A: Legal Description of the Subject Property

THE LAW OFFICES OF
LISTON & TSANTILIS
A PROFESSIONAL CORPORATION

200 S. WACKER, SUITE 820 CHICAGO, ILLINOIS 60606
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

June 18, 2026

VIA MAIL & EMAIL
City of Des Plaines
ATTN: Suzy Aguilar
1420 Miner Street,
Des Plaines, IL 60016
CC: Jeff Rogers

RE: Class 6b Resolution Request
Midwest RE Acquisitions, LLC or its assignee
1600 E. Touhy,
Des Plaines, IL 60018
Portions of PINs: 09-28-300-032-0000 (Main)
09-28-300-031-0000

Dear Suzy,

Midwest RE Acquisitions, LLC or its assignee (the "Applicant" or "Kurv") is the contract purchaser of the above-referenced property (the "Subject Property") and is requesting a Resolution from the City of Des Plaines supporting and consenting to a Class 6b Tax Incentive for the Subject Property based on New Construction and Substantial Rehabilitation. As part of the development, the Applicant will be filing to revise lot lines so the Subject Property is wholly contained on a new future PIN (see enclosed proposed legal).

Current & Proposed Site Characteristics

The Subject Property consists of an ageing, approximately 188,000 square-foot industrial/flex building sited on approx. 578,329 square feet of land. The site is currently occupied by Deluxe Corporation who are nearing the end of their lease. Kurv plans to purchase the site, eventually demolish the current building/improvements and construct a brand-new class A, approximately 206,827 square-foot industrial building. The new facility is expected to feature thirty-six (36) exterior docks, two (2) drive-in doors, approx. 177 car parking stalls & 40-foot clear height. The Applicant expects to start the new vertical construction at the site around Q1, 2028 with completion around Q1, 2029.

The site is currently zoned M-2 general manufacturing district, which allows for a wide variety of industrial uses. The project is being built speculatively, but the Applicant does not expect to require any variances or other zoning relief. The subject location is strategically positioned for industrial, logistics, distribution, and manufacturing users due to its immediate access to the greater O'Hare industrial market and the region's core transportation infrastructure.

Located in Des Plaines, the site benefits from proximity to O'Hare International Airport, including the airport's north cargo facilities, making it well-suited for users that rely on air freight, time-sensitive shipping, supplier access, or regional distribution. The location also provides convenient access to major expressways serving the Chicago metropolitan area, including I-90, I-294, and the broader O'Hare/Elgin-O'Hare corridor, allowing businesses to efficiently reach Chicago, the surrounding suburbs, Wisconsin, Indiana, and the national interstate system. Des Plaines and the surrounding northwest suburban market offer access to a deep regional labor pool with experience in

warehousing, manufacturing, logistics, and airport-adjacent operations. As such, the site offers the type of transportation connectivity, freight access, and workforce availability that industrial users typically prioritize when evaluating long-term operational locations.

Developer Background

Kurv Industrial, formerly known as Bridge Industrial, is a Chicago-based, privately held, vertically integrated industrial real estate operating company and investment manager focused on the development, acquisition, ownership, and operation of Class A industrial and logistics properties. Founded in 2000, the company has built a significant national and international platform, with a particular focus on high-barrier, supply-constrained infill markets where modern industrial space is difficult to deliver but highly valued by tenants. Since its inception, Kurv has developed and acquired more than 76 million square feet of Class A industrial facilities, reflecting a long-standing track record of identifying complex real estate opportunities and converting them into institutional-quality logistics assets.

Kurv's expertise is particularly relevant in the Chicago industrial market, where the company has extensive experience delivering speculative industrial buildings and redeveloping challenging sites into modern logistics facilities. Kurv has been successful in securing 6b tax incentive for speculative projects throughout several municipalities within the Cook County & O'Hare submarket, including the City of Des Plaines. The Company previously purchased the site at 555 Howard, demolished the existing building, and successfully constructed and leased the new 225,260, Class A industrial facility now at the site.

The firm's capabilities include site acquisition, entitlement strategy, development management, construction oversight, leasing, investment management, and long-term asset operations, allowing it to control each major phase of the development process. Kurv has been repeatedly recognized for its speculative industrial development work in the Chicagoland area, including award-winning projects in established logistics submarkets such as Melrose Park, Itasca, Downers Grove, Franklin Park, Cicero, Waukegan, and other infill locations. In short, Kurv brings both the institutional experience and local execution capabilities needed to successfully deliver modern speculative industrial product in the Chicago metropolitan area.

Construction, Job Creation & Fiscal Impact

Should the Class 6b Tax Incentive be granted, the Applicant plans to purchase the site, demolish the current facility and improvements, and invest approximately $24,000,000+ in hard costs to construct the proposed 206,827 square foot facility. Once construction is completed, the Applicant will lease the property to a speculative industrial tenant(s) with parking for up to 175+ individuals. The current building design lends itself to a number of different industrial uses, including distribution, warehousing, assembly and/or manufacturing. Kurv expects initial employment figures around 50+ full-time employees, with room for growth. All employees will be compensated in accordance with the Cook County Living Wage. The Applicant expects the planned improvements on this specific site will also result in approx. 150+ temporary construction jobs.

After the completion of the construction and subsequent stabilization, the Subject Property is projected to have a market value of approximately $32,096,592 which would generate an estimated $11,681,128 in total taxes (or approx. **$865,269 per year** to start) over the life of the Class 6b Tax

Incentive. Without the redevelopment of the site, the existing facility would generate only an estimated $3,804,802 in total taxes with full vacancy relief (or approx. **$569,539** to start) over the life of the 6b tax incentive. Therefore, should the Class 6b Tax Incentive be approved for the new development, the Subject Property would generate over **$4,846,661** in additional real estate taxes over the life of the Class 6b Tax Incentive. Please see the enclosed 12 Year Tax Comparison Chart for more details.

In addition to increased property tax revenues, the eventual occupants' presence will significantly benefit the local community. Kurv expects the Occupants' employees and visitors will frequent City restaurants, gas stations, stores and more. Kurv also expects the eventual Occupant will attract both new and returning customers who will also frequent nearby establishments. According to the enclosed employee impact chart, an estimated 50 full-time individuals are expected to spend over **$211,875** per year in the City on gas, entertainment, groceries, etc.

Employee Business Impact Chart					
Purchase	**Emp.**	**%**	**Exp./Week**	**Weeks**	**Total**
Lunch	50	55%	$55	50	$75,625
Grocery	50	30%	$50	50	$37,500
Consumer Goods	50	25%	$35	50	$21,875
Entertainment	50	15%	$55	50	$20,625
Auto-Gas	50	75%	$30	50	$56,250
TOTAL (Per Year)					**$211,875**
TOTAL (12 Year Term)					**$2,542,500**

"But-For" Condition Statement

The Purchase & Sales Agreement for this property includes a 6b contingency provision, whereby Kurv can elect to cancel the contract if they are not satisfied with their ability to obtain a 6b. Thus, without the assistance from the Class 6b Tax Incentive, the Applicant will not purchase the Subject Property. The Applicant has determined that without the incentive, the heavy Cook County property tax burden (26.958% Effective Tax Rate) will make the **$24,000,000+** investment at the site infeasible and will force Kurv to move this particular project to a neighboring county or state. In the event that the Applicant does not purchase the Subject Property, the existing building will eventually vacant and unused, thereby drastically lowering tax generation potential.

Conclusion

Based on the foregoing, the Applicant requests that the City of Des Plaines review its Class 6b Tax Incentive request and approve a Resolution supporting and consenting to a Class 6b Tax Incentive for the Subject Property based on New Construction and Substantial Rehabilitation. Should you need any additional documentation or have any questions or concerns, do not hesitate to contact me at (312) 604-3898 or via email at mrogers@ltlawchicago.com.

Respectfully Submitted,

Mark Rogers

Mark Rogers

COOK COUNTY ASSESSOR
FRITZ KAEGI

COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

CLASS 6B
ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, ***a filing fee of $1000.00***, and supporting documentation *(except drawings and surveys)* must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: Midwest RE Acquisitions, LLC or its assignee Telephone: (630) 423-7478

Company: Kurv Industrial

Address: 9525 W. Bryn Mawr Avenue, Suite 700

City: Rosemont State: IL Zip Code: 60018

Email: jpozerycki@bridgeindustrial.com

Contact Person (if different than the Applicant)

Name: Jon Pozerycki Telephone: (630) 423-7478

Company: Kurv Industrial

Address: 9525 W. Bryn Mawr Avenue, Suite 700

City: Rosemont State: IL Zip Code: 60018

Email: jpozerycki@bridgeindustrial.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 1600 E. Touhy

Permanent Real Estate Index Number: Portions of 09-28-300-032-0000 (Main)

(2) _____

Permanent Real Estate Index Number: Portions of 09-28-300-031-0000

(3) _____

Permanent Real Estate Index Number: _____

City: Des Plaines State: IL Zip Code: 60018

Township: Maine Existing Class: 5-93

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties *(including all beneficial owners of a land trust)* identified by names and addresses, and the nature and extent of their interest.

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Employment Opportunities

How many construction jobs will be created as a result of this development? Approx. 150

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: N/A Part-time: N/A

How many new permanent full-time jobs will be created by this proposed development? TBD

How many new permanent ~~full~~ part-time jobs will be created by this proposed development? TBD

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

[X] New Construction **(Read and Complete Section A)**

[X] Substantial Rehabilitation **(Read and Complete Section A)**
Incentive only applied to the market value attributable to the rehabilitation

[ ] Occupation of Abandoned Property - No Special Circumstance
(Read and Complete Section B)

[ ] Occupation of Abandoned Property - With Special Circumstance
(Read and Complete Section C)

[ ] Occupation of Abandoned Property - **(CEERM Supplemental Application)**
(Read and Complete Section C)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement *(excluding demolition, if any)*: Q1/Q2 2028

Estimated date of construction completion: Q1 2029

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits *(including date of issuance)*
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction (including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc)*

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 12 continuous months prior to the purchase for value?

   [ ] YES [ ] NO

   When and by whom was the subject property last occupied prior to the purchase for value?

   _____

   _____

   Attach copies of the following documents:

   (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment

   (b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

   Estimated date of reoccupation: _____
   Date of Purchase: _____
   Name of purchaser: _____
   Name of seller: _____
   Relationship of purchaser to seller: _____

   Attach copies of the following documents:

   (a) Sale Contract
   (b) Closing Statement
   (c) Recorded Deed
   (d) Assignment of Beneficial Interest
   (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of ***abandonment prior to purchase was less than 12 months***, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 12 continuous months or greater**, complete section (2).

1. How long was the period of abandonment prior to the purchase for value? _____

   When and by whom was the subject property last occupied prior to the purchase for value?

   _____

   _____

   Attach copies of the following documents:

   (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment

   (b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of vacancy

   (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 12-month abandonment period.*

   Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

   Estimated date of Reoccupation: _____
   Date of purchase: _____
   Name of purchaser: _____
   Name of seller: _____
   Relationship of purchaser to seller: _____

   Attach copies of the following documents:

   (a) Sale Contract
   (b) Closing Statement
   (c) Recorded Deed
   (d) Assignment of Beneficial Interest
   (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

   [ ] 12 or greater continuous months *(Eligible for Special Circumstance)*

   [ ] 3 continuous months and maintain/create 250 Employees *(Eligible for Special Circumstance under CEERM)* - **Complete CEERM Supplemental Application**

   [ ] **Not Eligible for Special Circumstance if No purchase and less than 12 continuous months *vacant, or not a CEERM***

When and by whom was the subject property last occupied prior to the filing of this application?

_____

_____

Attach copies of the following documents:

(a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment

(b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of vacancy

(c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

CEERM SUPPLEMENTAL APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for CEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) where there has been no purchase for value and the buildings and other structures have been vacant and unused for at least three continuous months and applicant has provided sufficient documentation to establish that such applicant will create or maintain at least 250 jobs for employees at the subject location.

The CEERM Program shall be limited to the party who is the initial applicant of the Class 6B Incentive under the CEERM Program and the subject of the municipal Resolution or Ordinance.

*Under the **CEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year.* ***The terms of this program are Not Renewable.***

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **CEERM** program.

Further affiant sayeth not.

_____ _____

Agent's Signature | Agent's Name & Title

_____ _____

Agent's Mailing Address | Agent's Telephone Number

_____ _____

Applicant's Name | Applicant's Mailing Address

_____

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

_____

Signature of Notary Public

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located *(or the County Board, if the real estate is located in an unincorporated area)* should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

FINALIZING THE INCENTIVE PROCESS

In order to finalize the class change you will need to file an **Incentive Appeal** with supporting documentation (including **Proof of Occupancy**) in the year that the property has been substantially occupied. It is advised that you access our website *(www.cookcountyassessor.com)* to determine the allowable filing dates for such action.

When filing an appeal requesting an Incentive Class Change, a $100.00 filing fee (made out to the Cook County Assessor) must be included. The property cannot receive Class 6B designation until you file an Incentive Appeal Form, AND this office grants reclassification for the parcel(s).

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters, the undersigned certifies that he/she believes the same to be true.

NS
Signature

6/10/26
Date

Nick Siegel
Print Name

Vice President
Title

4/1/2022

DES PLAINES
ILLINOIS

Community & Economic Development
1420 Miner Street, Des Plaines, IL 60016
P: 847.391.5380 | W: desplaines.org

PROCEDURES AND APPLICATION FOR CITY OF DES PLAINES CONSIDERATION OF COOK COUNTY REAL ESTATE CLASSIFICATION 6B, 7A AND 7B

Procedures for City of Des Plaines Review of Cook County Property Tax Abatement Incentive

1. Please review the latest Cook County Assessor's Office "Class 6b Eligibility Bulletin" before completing the City of Des Plaines' application. The Eligibility Bulletin can be found by visiting: http://cookcountyassessor.com and will help you determine if you qualify for the abatement incentive.
2. A completed copy of the Cook County Assessor's Office "Class 6b Application" or "Class 7a application" or "Class 7b application" and attached "City of Des Plaines Application for Cook County Real Estate Classification 6b, 7a, or 7b" with supporting documents must be submitted to:

   City of Des Plaines
   Community and Economic Development Department (CED)
   1420 Miner Street
   Des Plaines IL 60016-4498

   Note: You should contact the Cook County Assessor's office at (312) 443-7550 for any other information they may require for the incentive.

3. A $750 non-refundable application fee must be submitted with the application. This fee covers the City's administrative costs. Additional fees may be required if an extraordinary independent analysis of your application is required.

4. The CED Department will review the proposed applicant for any outstanding interoffice issues before reviewing the request. If none are found, and all necessary information has been submitted, an evaluation of your request will be reviewed, prepared and submitted to City Council.

5. The taxing jurisdictions that may be financially affected by the incentive are alerted via written correspondence when scheduled for City Council.

6. At the City Council meeting in which the application will be considered, you must be prepared to make a brief presentation and answer any questions that may arise.

7. If the City Council approves your application, a certified copy of the resolution accompanying the application is forwarded to you. You will need to forward that certified copy to the Cook County Assessor's office.

8. The application should be used as a guide for providing adequate information to the City regarding your request. If supplemental information is required, the City will contact you, should City Staff deem it necessary.

CITY OF DES PLAINES APPLICATION FOR COOK COUNTY REAL ESTATE CLASSIFICATION 6B, 7A, AND 7B

This original, signed application and all supporting documents must be completed to be considered for City approval. Please attach the application fee to the original submittal. Please type or print.

APPLICANT INFORMATION:

NAME OF APPLICANT: Midwest RE Acquisitions, LLC or its assignee

APPLICABLE ENTITY:

Corporation ☐ LLC ☒ Partnership ☐ Non-Profit ☐

DATE OF INCORPORATION: 5/29/24

STATE OF INCORPORATION: Delaware

PHONE: (630) 423-7478 E-MAIL: jpozerycki@bridgeindustrial.com

ADDRESS: 9525 W. Bryn Mawr Avenue, Suite 700
Rosemont, Illinois 60018

NAME OF AGENT/REPRESENTATIVE (if applicable):

NAME: Nick Siegel

PHONE: (630) 423-7478 E-MAIL: jpozerycki@bridgeindustrial.com

ADDRESS: 9525 W. Bryn Mawr Avenue, Suite 700
Rosemont, Illinois 60018

REQUESTED PROPERTY TAX INCENTIVE: 6B ☒ 7A ☐ 7B ☐

DESCRIPTION OF SUBJECT PROPERTY:

See enclosed

STREET ADRESS: 1600 E. Touhy

Des Plaines, Illinois 60018

PERMANENT REAL ESTATE INDEX NUMBER(S): Portions of 09-28-300-032 (Main) &
Portions of 09-28-300-031

ATTACH THE FOLLOWING:

- ☐ EXHIBIT A: COVER LETTER
- ☐ EXHIBIT B: LEGAL DESCRIPTION
- ☐ EXHIBIT C: SITE DIMENSION & SQUARE FOOTAGE/PLAT OF SURVEY
- ☐ EXHIBIT D: BUILDING DIMENSIONS/SITE PLAN
- ☐ EXHIBIT E: CITY OF DES PLAINES ECONOMIC DISCLOSURE FORM
- ☐ EXHIBIT F: COMPLETE LIST OF ALL OWNERS, DEVELOPERS, OCCUPANTS, AND OTHER INTERESTED PARTIES (INCLUDING ALL BENEFICIAL OWNER OF A CORPORATION AND/OR LAND TRUST) IDENTIFIED BY NAMES AND ADDRESSES HAVING AN INTEREST IN THE SUBJECT PROPERTY AND THE PROPOSED USER AND THE NATURE AND EXTENT OF THIS INTEREST
- ☐ EXHIBIT G: DESCRIPTION OF PRECISE NATURE AND EXTENT OF THE INDUSTRIAL USE OF THE SUBJECT PROPERTY. SPECIFY, WHERE APPLICABLE, THE AMOUNT/PERCENTAGE OF FLOOR AREA DEVOTED TO MANUFACTURING, WAREHOUSE/DISTRIBUTION, OTHER INDUSTRIAL, AND NON-INDUSTRIAL USES
- ☐ EXHIBIT H: ANALYSIS OF TAXES GENERATED BY THE NEW DEVELOPMENT WITH AND WITHOUT THE ABATEMENT INCENTIVE (12 YEAR PROJECTION)

CURRENT ZONING OF PROPERTY: M-2

IF ZONING AMENDMENTS, VARIATIONS, OR OTHER ZONING RELIEF WILL BE REQUIRED, SPECIFY PROPOSED CHANGES:

No relief sought

ESTIMATED AMOUNT OF NEW EQUALIZED ASSESSED VALUATION (EAV) GENERATED BY THE NEW DEVELOPMENT: $3,329,916 Per Year

ESTIMATED NUMBER OF FULL-TIME AND PART-TIME JOBS ON PREMISES AS RESULT OF THE NEW DEVELOPMENT:

FULL-TIME 50 PART-TIME TBD

SIGNATURE: DocuSigned by: Nick Siegel 5A4C0A2328704DC...

DATE: Jun 11, 2026 | 8:38 AM PDT

EDS AFFIDAVIT

I, Nick Siegel as agent for Midwest RE Acquisitions, LLC or its assignee (the "Applicant") does hereby certify that it would attest to the following facts as required by Sections 74-46 and 74-62 through 74-73 of the Cook County Code if called to testify:

1. That I am a duly authorized agent for Applicant Midwest RE Acquisitions, LLC, or its assignee who is the contract purchaser of the property located at located at 1600 E. Touhy, Des Plaines, Illinois 60018 (PINs: Portions of 19-28-300-032 (Main) & -031) (the "Subject Property").

2. The Applicant does not directly hold title to any other property in Cook County

3. Applicant's ownership is as follows:

   See enclosed.

4. To my knowledge and after reviewing the Applicant's records, Applicant is not delinquent in the payment of any property taxes administered by Cook County or by a local municipality.

Further Affiant Sayeth Not

Date: 6/10/26

Subscribed and sworn before me
This 10 day of June, 2026

Cameron John McKillop
Signature of Notary Public

OFFICIAL SEAL
CAMERON JOHN MCKILLOP
Notary Public, State of Illinois
Commission No. 999457
My Commission Expires November 01, 2028

CITY OF DES PLAINES
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

Company Name Midwest RE Acquisitions, LLC or its assignee

Project Name 1600 E. Touhy Project

Project Address 1600 E. Touhy, Des Plaines, Illinois 60018

The City of Des Plaines (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "NA" **An incomplete EDS will be returned and any City action will stop pending receipt of a completed EDS.**

Please **print or type** all responses clearly and legibly. **Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.**

WHO MUST SUBMIT AN EDS:

1. **Applicants**: Any individual or entity (the "**Applicant**") making an application to the City for action on economic entitlements requiring City Council approval must file this EDS.

2. **Entities holding an interest in the Applicant**: Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by another legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity **must do so until individual owners are disclosed.**

However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file an EDS on their own behalf.

ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS: By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the criminal background and creditworthiness of some or all of the entities or individuals named in this EDS.

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. **You may be asked to re-certify this EDS on the last page as of the date of submission of any subsequent documentation, or as of the date of the closing of your transaction.**

GENERAL INFORMATION

Date this EDS is completed: _____

A. **Who is submitting this EDS?** The individual will be the **"Undersigned"** throughout this EDS. Jon Pozerycki

NOTE: The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant *or is an individual on behalf of an* entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant.

***NOTE:* When completing this EDS, please observe whether the section you are completing applies only to Applicants.**

☑ Check here if the Undersigned is filing this EDS as the Applicant.
[ ] Check here if the Undersigned is filing *on behalf of an* entity holding an interest in an Applicant.

Also, please identify the legal name of the Entity holding an interest in the Applicant:

Midwest RE Acquisitions, LLC or its assignee

B. Business address of the Undersigned: 9525 W. Bryn Mawr, Suite 700
Rosemont, Illinois 60018

C. Telephone: (630) 423-7478 Fax: N/A Email: jpozerycki@bridgeindustrial.com

D. Name of contact person: Jon Pozerycki

E: Tax identification number: Portions of 09-28-300-032-0000 (Main) & 9-28-300-032-0000

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Class 6b Incentive application for the property located at 1600 E. Touhy, Des Plaines, Illinois 60018

G. City action requested (specify; professional services, purchase of supplies, project bid, contract for services, other):

6b resolution/ordinance

H. Describe contract:

N/A - contract to purchase the existing building, eventually demo and construct a new facility

SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

[ ] Individual
[ ] Business corporation
[ ] Sole proprietorship
[ ] Trust
[ ] General partnership
[ ] Limited partnership
[X] Limited Liability Company
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other entity (please specify)

2. State of incorporation and date of incorporation of organization, if applicable:

May 29, 2024 - Delaware

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?
[ ] Yes [ ] No [X] N/A ***Submit Proof by attachment.***

B. ORGANIZATION INFORMATION – attach additional pages, if necessary.

1. IF THE UNDERSIGNED IS A CORPORATION:
a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name Title

b. If the Undersigned is a corporation whose shares **are** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business	Address	Percentage Interest

c. For corporations that **are not** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business	Address	Percentage Interest

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:
For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business	Address	Percentage Interest

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:
a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business	Address	Percentage Interest
BDP Services Holdings, LP			100%

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name Title

No officers

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name Business Address

Trustee Name and Address Trust Number

b. List below the name, business address and percentage of beneficial interest of each beneficiary of the Trust.

Name Business Address Percentage Interest

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

Name	Business	Address	Percentage Interest

SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. The Undersigned must indicate whether it had a "doing business" relationship or had a "financial interest" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to the City Code of Ethics, Section 1-9-1 et seq. and specifically Section 1-9-3 and Section 1-9-5 of the Municipal Code of Des Plaines (the "Municipal Code"), "**doing business**" and "**financial interest**" are defined as follows:

DOING BUSINESS:

Any combination of sales, contracts, or purchases, with the City or any City Agency in an amount in excess of ten thousand dollars ($10,000.00) in any twelve (12) consecutive months.

FINANCIAL INTEREST:

A. Any interest as a result of which the owner currently receives or is entitled to receive in the future more than two thousand five hundred dollars ($2,500.00) per year; or

B. Any interest with a cost or present value of five thousand dollars ($5,000.00) or more; or

C. Any interest representing more than ten percent (10%) of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust or any legal entity organized for profit; provided, however, financial interest shall not include:

1. Any publicly held stock traded on a recognized exchange;

2. The authorized compensation paid to an official or employee for his office or employment;

3. Any economic benefit provided equally to all residents of the city;

4. A time or demand deposit in a financial institution;

5. An endowment or insurance policy or annuity contract purchased from an insurance company.

B. CERTIFICATION

1. Has the Undersigned had a "doing business" relationship or "financial interest" with any City elected official in the 12 months before the date this EDS is signed?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s). Attach additional sheet if necessary:

_____

_____

_____

SECTION THREE: DISCLOSURE OF RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. The Undersigned, must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. For this section 3, the Undersigned is not required to disclose employees who are paid solely through the Applicant's regular payroll.

"Lobbyist" means any person (i) who undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action. ***For the purposes of this section only, a person may be a Lobbyist, within the meaning of the above definition, even if he or she is not registered with the State of Illinois as a Lobbyist.***

2. If the Undersigned is uncertain whether a disclosure is required under this Section 3, the Undersigned must attach to this EDS a letter specifying the question on disclosure or make the disclosure.

B. DISCLOSURE – attach additional pages, if necessary.

1. Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name	Business Address	Relationship to Undersigned (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
Liston & Tsantilis - 200 Wacker, Suite 820 Chicago, IL		Attorney	Hourly - Approximately $4,000

2. Indicate for each whether retained or anticipated to be retained.

Name	Status

[ ] CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

3. Has any owner, officer, manager, or employee of Applicant ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years? Check one: No X. Yes ____. If yes, complete section below or attach additional sheet(s) identifying person, charge, date of finding, Court name and branch and case docket number.

N/A

Name | Relationship with company | Date of plea or court action

N/A

Court in which plea made | County, and State or District

Nature of offense:

N/A

4. State whether any person or company identified in response to section 3 B. 1 above has ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years. Check one: No X. Yes ____. If yes complete section below or attach additional sheet(s) identifying person, charge, dated of finding, Court name and branch and case docket number.

N/A

Name | Relationship with company | Date of plea or court action

N/A

Court in which plea made | County, State, or District

Nature of offense:

N/A

SECTION FOUR: CERTIFICATIONS

A. CERTIFICATION OF COMPLIANCE

For purposes of the certifications in 1, 2, and 3 below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

1. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, ***or the Internal Revenue Service*** nor is the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

N/A

If the letters "NA," meaning "not applicable" or the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned is not delinquent and has certified to the above statements.

2. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned had no violations and certified to the above statements.

3. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

4. The Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, 1, (1-3) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph A (3) and (4) above, provide an explanation:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. FURTHER CERTIFICATIONS

1. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. Have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (1)(b) of this section;

d. Have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. Have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any

criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

f. Have not, within a five-year period preceding the date of this EDS, filed for, or acquiesced in the filing of, (i) any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or (ii) any dissolution, liquidation or foreclosure.

2. The certifications concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

A. Bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

B. Agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint

of freedom of competition by agreement to bid a fixed price or otherwise; or

C. Made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or

3. The Undersigned understands and shall comply with State Statutes and the City Code of Ethics, Section 1-9-1 et seq. of the Des Plaines Municipal Code.

4. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Section 1-9-1 et seq. of the Municipal Code have the same meanings when used in this Part III.

1. In accordance with Section 1-9-3 of the Municipal Code:
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?

[ ] Yes [✔] No

NOTE: If you answered "No" to Item C(1), you are not required to answer Items C(2) or (3) below. Instead, review the certification in Item C(4) and then proceed to Section Five. If you answered "Yes" to Item C(1), you must first respond to Item C(2) and provide the information requested in Item C(3). After responding to those items, review the certification in Item C(4) and proceed to Section Five.

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name

of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?
[ ] Yes [✔] No

3. If you answered "**yes**" to Item C(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
N/A		

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

SECTION FIVE: DISCLOSURE OF A FAMILIAL RELATIONSHIP

A. The Undersigned must disclose whether such Applicant or any Applicable Party (as defined below) or any spouse or domestic partner thereof currently has a "familial relationship" with any elected City official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Undersigned or any Applicable Party or any spouse or domestic partner thereof is related to the mayor, any councilman, or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means any (1) officer, member, manager, partner or executive director, of a legal entity or any person exercising similar authority, or (2) any person having more than a 7.5 percent ownership interest in the Applicant as listed in Section I.B,

B. Does the Undersigned or any "Applicable Party" or any spouse or domestic partner thereof currently have a "familial relationship" with an elected City official or department head?

[ ] Yes [✔] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

N/A

SECTION SIX: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Undersigned understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based including, but not limited to, compliance with the City Code of Ethics.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. **By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS, and conduct any background investigation which may be necessary as a result of this EDS.**

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks economic entitlements requiring City Council approval.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter and recertify the supplemental matters.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Applicant, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Nick Siegel (Midwest RE Acquisitions, LLC or its assignee) Date: 6/10/26

(Print name of individual or legal entity submitting this EDS)

By: _____

(Sign here)

Nick Siegel (Midwest RE Acquisitions, LLC or its assignee)

Print name of signer

Vice President

Title of signer

SUBSCRIBED and SWORN to before me this 10, day of June, 2026.

_____

NOTARY PUBLIC (SEAL)

OFFICIAL SEAL
CAMERON JOHN MCKILLOP
Notary Public, State of Illinois
Commission No. 999457
My Commission Expires November 01, 2028

Identification of Persons Having an Interest in the Property

1600 E. Touhy,
Des Plaines, IL 60018
PIN: Portions of 09-28-300-032-0000 (Main) & -031

Applicant: Midwest RE Acquisitions, LLC or its assignee

BDP Services Holdings, LP – 100% ownership

Occupant(s):

- TBD

Once construction is completed, the Applicant will lease the property to a speculative industrial tenant(s) with parking for up to 175+ individuals. The current building design lends itself to a number of different industrial uses, including distribution, warehousing, assembly and/or manufacturing. The subject location is strategically positioned for industrial, logistics, distribution, and manufacturing users due to its immediate access to the greater O'Hare industrial market and the region's core transportation infrastructure.

Legal Description, Site and Building Square Footage

1600 E. Touhy,
Des Plaines, IL 60018
PIN: Portions of 09-28-300-032-0000 (Main) & -031

The Subject Property consists of an ageing, approximately 188,000 square-foot industrial/flex building sited on approx. 578,329 square feet of land. Kurv plans to purchase the site, eventually demolish the current building/improvements and construct a brand-new class A, approximately 206,827 square-foot industrial building. The new facility is expected to feature thirty-six (36) exterior docks, two (2) drive-in doors, approx. 177 car parking stalls & 40-foot clear height. The Applicant expects to start the new vertical construction at the site around Q1, 2028 with completion around Q1, 2029.

The site is currently zoned M-2 general manufacturing district, which allows for a wide variety of industrial uses. The project is being built speculatively, but the Applicant does not expect to require any variances or other zoning relief. The subject location is strategically positioned for industrial, logistics, distribution, and manufacturing users due to its immediate access to the greater O'Hare industrial market and the region's core transportation infrastructure.

Located in Des Plaines, the site benefits from proximity to O'Hare International Airport, including the airport's north cargo facilities, making it well-suited for users that rely on air freight, time-sensitive shipping, supplier access, or regional distribution. The location also provides convenient access to major expressways serving the Chicago metropolitan area, including I-90, I-294, and the broader O'Hare/Elgin-O'Hare corridor, allowing businesses to efficiently reach Chicago, the surrounding suburbs, Wisconsin, Indiana, and the national interstate system. Des Plaines and the surrounding northwest suburban market offer access to a deep regional labor pool with experience in warehousing, manufacturing, logistics, and airport-adjacent operations. As such, the site offers the type of transportation connectivity, freight access, and workforce availability that industrial users typically prioritize when evaluating long-term operational locations.

Attached hereto please find:

- Current Legal Description
- Proposed New Legal Description
- Survey
- Current Aerial of Subject Property
- Current Street View of the Subject Property
- Proposed Site Plan

EXISTING LEGAL DESCRIPTION:

LOT 2 OF SIDNEY L. PORT'S FIRST ADDITION TO DES PLAINES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 23892638 ON APRIL 19, 1977, IN COOK COUNTY, ILLINOIS.

Commonly Known As:	1600 E. Touhy, Des Plaines, 60018
PIN:	09-28-300-032-0000

PROPOSED LEGAL DESCRIPTION

(WEST LOT – 1600 E. TOUHY)

LOT 2 OF SIDNEY L. PORT'S FIRST ADDITION TO DES PLAINES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NUMBER 23892638 ON APRIL 19, 1977, EXCEPTING THEREFROM THAT PART MORE PARTICULARLY DESCRIBED AS FOLLOW: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 17 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 901.82 FEET TO THE SOUTHEAST CORNER THEREOF, SAID CORNER ALSO BEING ON THE NORTH LINE OF TOUHY AVENUE; THENCE SOUTH 87 DEGREES 46 MINUTES 10 SECONDS WEST, ALONG SAID NORTH LINE, 179.01 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 57 SECONDS EAST, 902.46 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SHERWIN AVENUE; THENCE NORTH 87 DEGREES 54 MINUTES 35 SECONDS EAST, ALONG SAID LAST DESCRIBED LINE, 173.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

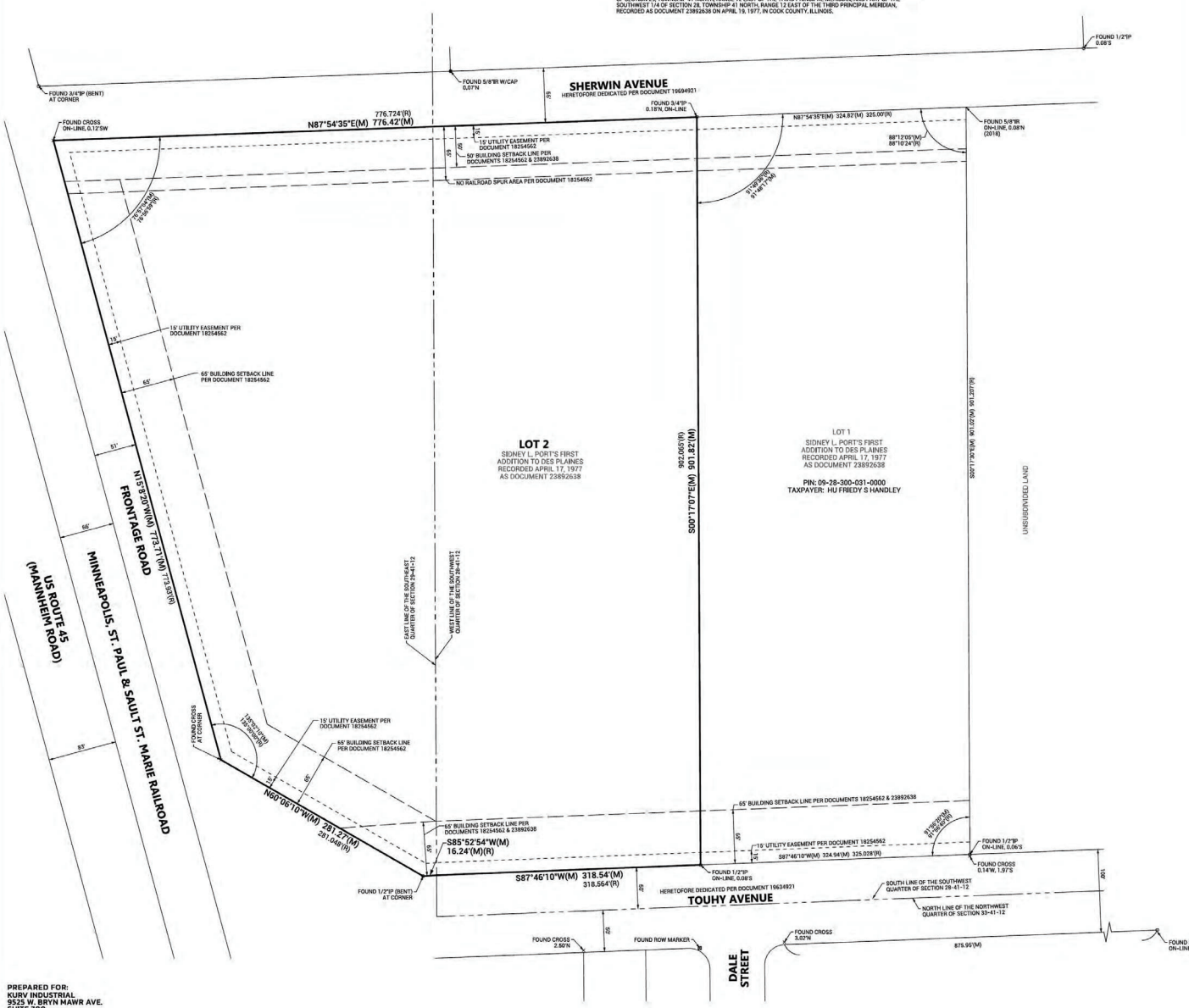
THE ABOVE-DESCRIBED PARCEL CONTAINS 419,344 SQUARE FEET OR 9.627 ACRES, MORE OF LESS.

Attachment 1

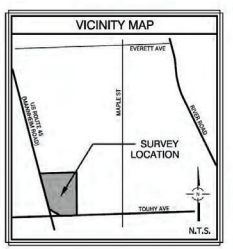
A.L.T.A. / N.S.P.S. LAND TITLE SURVEY

PROPERTY DESCRIPTION:

LOT 2 OF SIDNEY L. PORT'S FIRST ADDITION TO DES PLAINES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 23892638 ON APRIL 19, 1977, IN COOK COUNTY, ILLINOIS.



PREPARED FOR:
KURV INDUSTRIAL
9525 W. BRYN MAWR AVE.
SUITE 700
ROSEMONT, IL 60018





BASIS OF BEARINGS:
NAD83 ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (2011 ADJUSTMENT)

NOTES:

THIS SURVEY REFLECTS MATTERS OF TITLE AS LISTED ON A COMMITMENT FOR TITLE INSURANCE BY FIRST AMERICAN TITLE INSURANCE COMPANY, NUMBER NCS-1302272-CH2 WITH AN EFFECTIVE DATE OF MARCH 13, 2026.

BEARINGS SHOWN HEREON ARE BASED ON NAD83 ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (2011 ADJUSTMENT) AND NAVD88 (GEOID 12B) UTILIZING GNSS EQUIPMENT AND REL-NET CORS RTK NETWORK.

AS REQUIRED UNDER THE 2026 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, EVIDENCE ON OR ABOVE THE SURFACE OF THE SURVEYED PROPERTY OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK PURSUANT TO SECTION 5.E.IV., WHICH EVIDENCE MAY INDICATE UTILITIES LOCATED ON, OVER OR BENEATH THE SURVEYED PROPERTY HAS BEEN SHOWN HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.

TAX P.I.N. (PER TITLE COMMITMENT): 09-28-300-03-0000

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY IN ADDITION TO THE 2026 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS.

SPACECO, INC IS AN ILLINOIS PROFESSIONAL DESIGN FIRM REGISTERED UNDER LICENSE NUMBER 184-001157.

NO CEMETERIES, GRAVESITE OR BURIAL GROUNDS WERE DISCLOSED IN THE RECORD DOCUMENTS PROVIDED TO THE SURVEYOR OR OBSERVED IN THE PROCESS OF CONDUCTING THIS SURVEY. ADDITIONALLY, THIS SURVEYOR HAS NO PRIOR KNOWLEDGE OF CEMETERIES, GRAVESITE OR BURIAL GROUNDS BEING LOCATED ON THE SURVEYED PROPERTY.

MONUMENTS FOUND AND SET ARE SHOWN HEREON. (TABLE A ITEM 1)

ADDRESS OBSERVED FOR THE SURVEYED PROPERTY: 1600 E TOUHY AVE. (TABLE A, ITEM 2)

BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL/MAP NUMBER 17031C0215J DATED AUGUST 19, 2008, IT IS OUR CONSIDERED OPINION THAT THIS PROPERTY LIES IN "ZONE X (UNSHADED)" AS IDENTIFIED BY SAID F.I.R.M. MAP. (TABLE A, ITEM 3)

THE SURVEYED PROPERTY CONTAINS 578,148 SQUARE FEET, OR 13.272 ACRES, MORE OR LESS, (TABLE A, ITEM 4)

A ZONING REPORT OR LETTER CONTAINING CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, HEIGHT AND FLOOR SPACE AREA RESTRICTIONS AND PARKING REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY WAS NOT PROVIDED TO THIS SURVEYOR, AS REQUIRED BY THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS EFFECTIVE 2/23/2026. THEREFORE, THEY HAVE NOT BEEN LISTED HEREON. (TABLE A, ITEM 6A)

A ZONING REPORT OR LETTER CONTAINING CURRENT ZONING SETBACK REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY WERE NOT PROVIDED TO THE SURVEYOR AS REQUIRED BY THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS EFFECTIVE 2/23/2026. THEREFORE, THEY HAVE NOT BEEN GRAPHICALLY DEPICTED HEREON. (TABLE A, ITEM 6B)

THE EXTERIOR DIMENSIONS OF THE BUILDING AT GROUND LEVEL ARE SHOWN HEREON. (TABLE A ITEM 7A)

THE SQUARE FOOTAGE OF THE EXTERIOR FOOTPRINT OF BUILDINGS AT GROUND LEVEL HAVE BEEN SHOWN HEREON. (TABLE A ITEM 7B1)

MEASURED HEIGHT OF BUILDINGS ABOVE GRADE HAVE BEEN DETERMINED AT THE LOCATIONS SHOWN HEREON. (TABLE A ITEM 7C)

SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK ARE SHOWN HEREON. (TABLE A ITEM 8)

THERE ARE 282 STRIPED PARKING SPACES ON THE SURVEYED PROPERTY, 3 OF WHICH ARE MARKED HANDICAPPED. (TABLE A ITEM 9)

NAMES OF ADJOINING TAXPAYERS/OWNERS ARE SHOWN HEREON ACCORDING TO CURRENT COOK COUNTY TAX RECORDS ACCESSED ON-LINE OR DEED REVIEWED FOR ADJOINING UNSUBDIVIDED LAND. (TABLE A ITEM 13)

THE NORTHWEST CORNER OF THE SURVEYED PROPERTY IS LOCATED AT THE INTERSECTION OF FRONTAGE ROAD AND SHERWIN AVENUE. (TABLE A ITEM 14)

THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS. (TABLE A, ITEM 16)

THIS SURVEYOR KNOWS OF NO CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION. THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS. (TABLE A, ITEM 17)

NOTES FROM TITLE COMMITMENT:

8. EASEMENT UNDER THE WEST 15 FEET, THEN NORTH 15 FEET AND THE SOUTH 15 FEET OF THE LAND TO ERECT, REPLACE, CONSTRUCT, RECONSTRUCT, EXTEND, ENLARGE, ALTER, IMPROVE, OPERATE, REPAIR AND MAINTAIN IN ALL WAYS CONDUITS, MAINS, PIPES, WIRES OR OTHER CONDUITS FOR CARRYING OR CONVEYING ELECTRICITY, GAS, WATER, AND THE UTILITIES UNDER THE SURFACE OF SAID EASEMENT AS RESERVED IN DEED FROM J. EMIL ANDERSON AND SON INC., TO MAX FACTOR AND COMPANY, DATED AUGUST 22, 1961 AND RECORDED AUGUST 22, 1961 AS DOCUMENT 18254562 AND SHOWN ON THE PLAT OF SIDNEY L. PORT'S FIRST ADDITION TO DES PLAINES RECORDED APRIL 19, 1977 AS DOCUMENT NUMBER 23892638, (SURVEYOR'S NOTE; SAID EASEMENTS BURDEN THE SURVEYED PROPERTY AND HAVE BEEN SHOWN HEREON. SAID DEED ALSO ESTABLISHES PRIVATE ROADWAY EASEMENTS THAT BENEFIT THE PROPERTY THAT ARE NOW LOCATED WITHIN PUBLICLY DEDICATED RIGHT OF WAY AND THEREFORE HAVE NOT BEEN SHOWN HEREON.)

9. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE COVENANTS AND RESTRICTIONS RELATING TO CHARACTER AND LOCATION OF BUILDINGS TO BE CONSTRUCTED ON THE LAND AND TO THE LOCATION OF SPUR TRACKS AS CONTAINED IN DEED FROM J. EMIL ANDERSON AND SON INC., TO MAX FACTOR AND COMPANY DATED AUGUST 22, 1961 AND RECORDED AUGUST 22, 1961 AS DOCUMENT 18254562 AND SHOWN ON THE PLAT OF SIDNEY L. PORT'S FIRST ADDITION TO DES PLAINES RECORDED APRIL 19, 1977 AS DOCUMENT NUMBER 23892638, (SURVEYOR'S NOTE; SAID DEED BURDEN THE SURVEYED PROPERTY. IT ESTABLISHES A RAILROAD SPUR SETBACK AND BUILDING SETBACKS WHICH HAVE BEEN SHOWN HEREON. THERE ARE OTHER NON-PLOTTABLE COVENANTS AND RESTRICTIONS CONTAINED THEREIN.)

10. BUILDING LINE WITHIN 65 FEET OF TOUHY AVENUE, 65 FEET OF FRONTAGE ROAD AND 50 FEET OF SHERWIN AVENUE, AS RESERVED IN DEED FROM J. EMIL ANDERSON AND SON, INC., TO MAX FACTOR AND COMPANY, DATED AUGUST 22, 1961 AND RECORDED AUGUST 22, 1961 AS DOCUMENT 18254562, THE NORTH 50 FEET ALONG SHERWIN AVENUE AND THE SOUTH 65 FEET ALONG TOUHY AVENUE ALSO BEING SHOWN ON THE PLAT OF SAID SUBDIVISION RECORDED AS DOCUMENT 23892638. (SURVEYOR'S NOTE: SAID BUILDING LINES BURDEN THE SURVEYED PROPERTY AND HAVE BEEN SHOWN HEREON.

11. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE STORM WATER DETENTION RECORDED JUNE 19, 2000 AS DOCUMENT NUMBER 00449507. (SURVEYOR'S NOTE: SAID DOCUMENT BURDENS THE SURVEYED PROPERTY BUT CONTAINS NO PLOTTABLE EASEMENTS OR RESTRICTIONS.)

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

TO: DELUXE MANUFACTURING OPERATIONS, LLC, A MINNESOTA LIMITED LIABILITY COMPANY FORMERLY KNOWN AS DELUXE MANUFACTURING OPERATIONS, INC. A MINNESOTA CORPORATION
AND TO: FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2026 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 13, 14, 16, 17 & 19 OF TABLE "A" THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 18, 2026.

GIVEN UNDER MY HAND AND SEAL THIS 4th DAY OF JUNE 2026 IN ROSEMONT, ILLINOIS.

REBECCA V. POPECK, ILP.L.S. No. 035-3642
LICENSE EXPIRES: 11-30-2026
rpopeck@spacecoinc.com

Spaceco, Inc.
9575 W Higgins Rd, Suite 700
Rosemont, IL 60018

REBECCA V. POPECK
3642
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
ROSEMONT, ILLINOIS

NO.	DATE	REMARKS

A.L.T.A. / N.S.P.S. LAND TITLE SURVEY

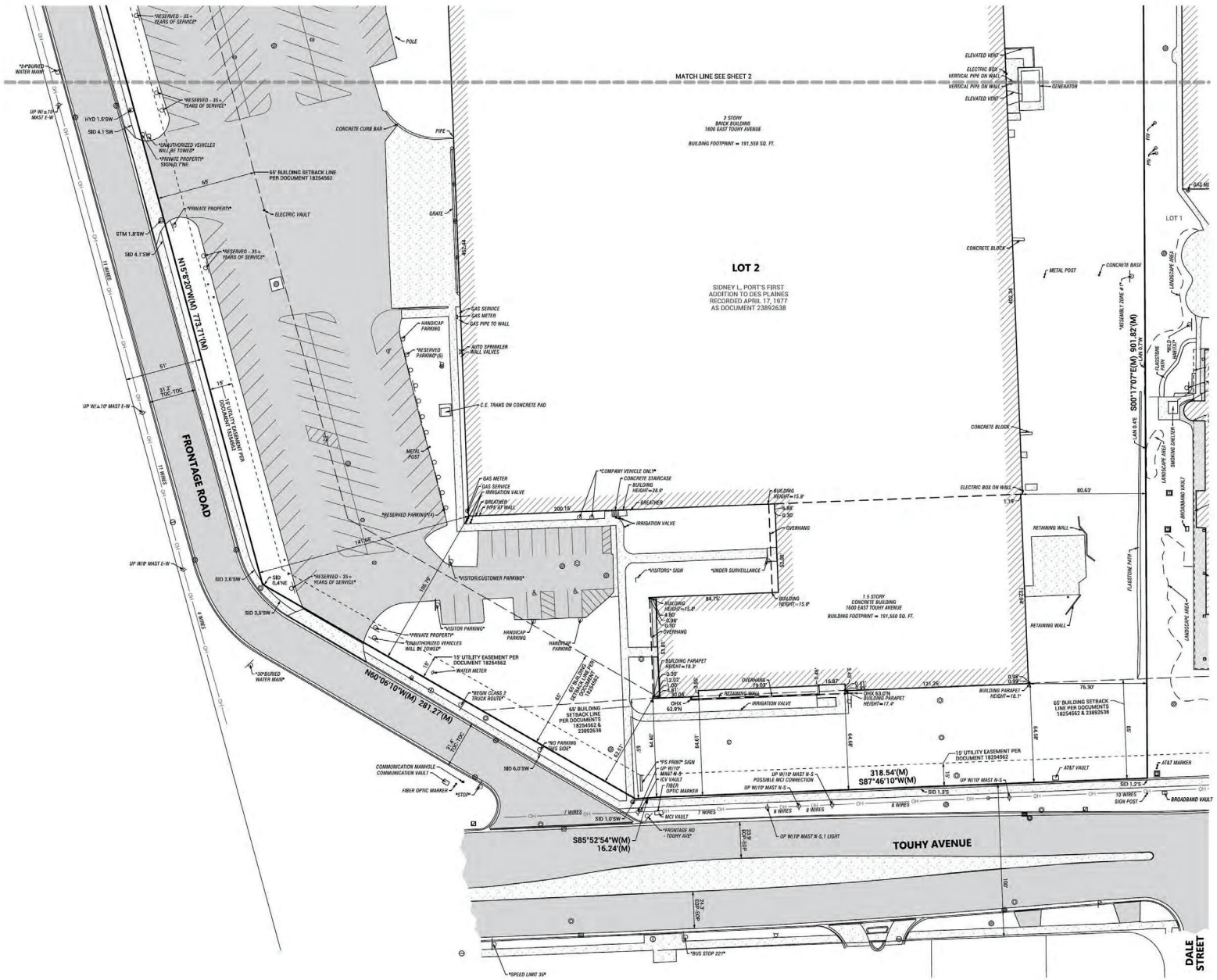
1600 E. TOUHY AVENUE
DES PLAINES, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL - Morris, IL - Indianapolis, IN
spacecoinc.com

FILENAME: 14394ALTA-02 WEST
DATE: 06/04/2026
JOB NO. 14394
SHEET 1 OF 3

N:\Projects 14000-14499\14394\SURVEY\14394ALTA-02 WEST.dgn Default User=rpopeck

A.L.T.A. / N.S.P.S. LAND TITLE SURVEY
1600 E. TOUHY AVENUE
DES PLAINES, ILLINOIS
NO. DATE REMARKS
Spaceco
Civil Engineering & Surveying
Rosemont, IL - Morris, IL - Indianapolis, IN
spacecoinc.com
FILENAME: 1459A01A-QI.MXST
DATE: 06/XX/2026
JOB NO. 14394
SHEET 2 OF 3
LOT 2
SIDNEY L. PORT'S FIRST ADDITION TO DES PLAINES RECORDED APRIL 1, 1927 AS DOCUMENT 238926
MATCH LINE SEE SHEET 3
SHERWIN AVENUE
FRONTAGE ROAD
N87°54'35"E(M) 776.42'(M)
N15°8'20"W(M) 773.71'(M)
S00°17'07"E(M) 901.82'(M)
SCALE: 1" = 30'
SEE SHEET 3 FOR LEGEND AND ABBREVIATIONS



LEGEND

- STORM SEWER
- SANITARY SEWER
- COMBINED SEWER
- WATER MAIN
- GAS MAIN
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND CATV LINE
- OVERHEAD WIRE(S) ON UTILITY POLES
- FIBER OPTIC LINE
- RAILROAD
- FENCE
- GUARDRAIL
- EDGE OF WATER
- WETLAND LIMITS
- AIR CONDITIONING UNIT
- BOLLARD
- HAND HOLE
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL
- ELECTRIC METER
- LIGHT POLE
- GUY WIRE ANCHOR
- LANDSCAPE LIGHT/FLOOD LIGHT
- UTILITY POLE
- ELECTRIC PEDESTAL
- ELECTRIC MANHOLE
- TELEPHONE PEDESTAL
- TELEPHONE MANHOLE
- CABLE PEDESTAL
- CABLE MANHOLE
- GAS METER
- GAS VALVE
- GAS MANHOLE
- COMBINATION MANHOLE
- SANITARY MANHOLE
- GREASE TRAP
- CLEANOUT
- DOWNSPOUT
- STORM MANHOLE
- CULVERT
- CATCH BASIN
- FLARE-END SECTION
- INLET
- AUXILIARY VALVE
- BUFFALO BOX
- SIAMESE CONNECTION/AUTO SPRINKLER
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- WELL
- VALVE AND VAULT
- MAILBOX
- SIGN
- FLAG POLE
- SATELLITE DISH
- UNIDENTIFIED PEDESTAL
- VENT PIPE
- UNIDENTIFIED MANHOLE
- STONE
- RIGHT OF WAY MONUMENT
- PK NAIL/RAIL ROAD SPIKE
- IRON ROD
- IRON PIPE
- CROSS
- CONCRETE MONUMENT
- DISC
- BORING
- TEST PIT
- TREE WITH SIZE
- FIR TREE WITH SIZE
- BUSH
- WINDOW WELL
- ASPHALT
- CONCRETE
- GRAVEL
- BRICK
- 000 CONTOUR
- X 999.99 SPOT ELEVATION

ABBREVIATIONS

AVE = AUXILIARY VALVE
EOP = EDGE OF PAVEMENT
ESMT = EASEMENT
GUY = GUY WIRE ANCHOR
HYD = HYDRANT
LAN = LANDSCAPE
O/O = OVERHANG CORNER
PIV = POINT INDICATOR VALVE
SAN = SANITARY
SID = SIDEWALK
STM = STORM MANHOLE
TOC = TOP OF CURB

NO.	DATE	REMARKS

NO.	DATE	REMARKS

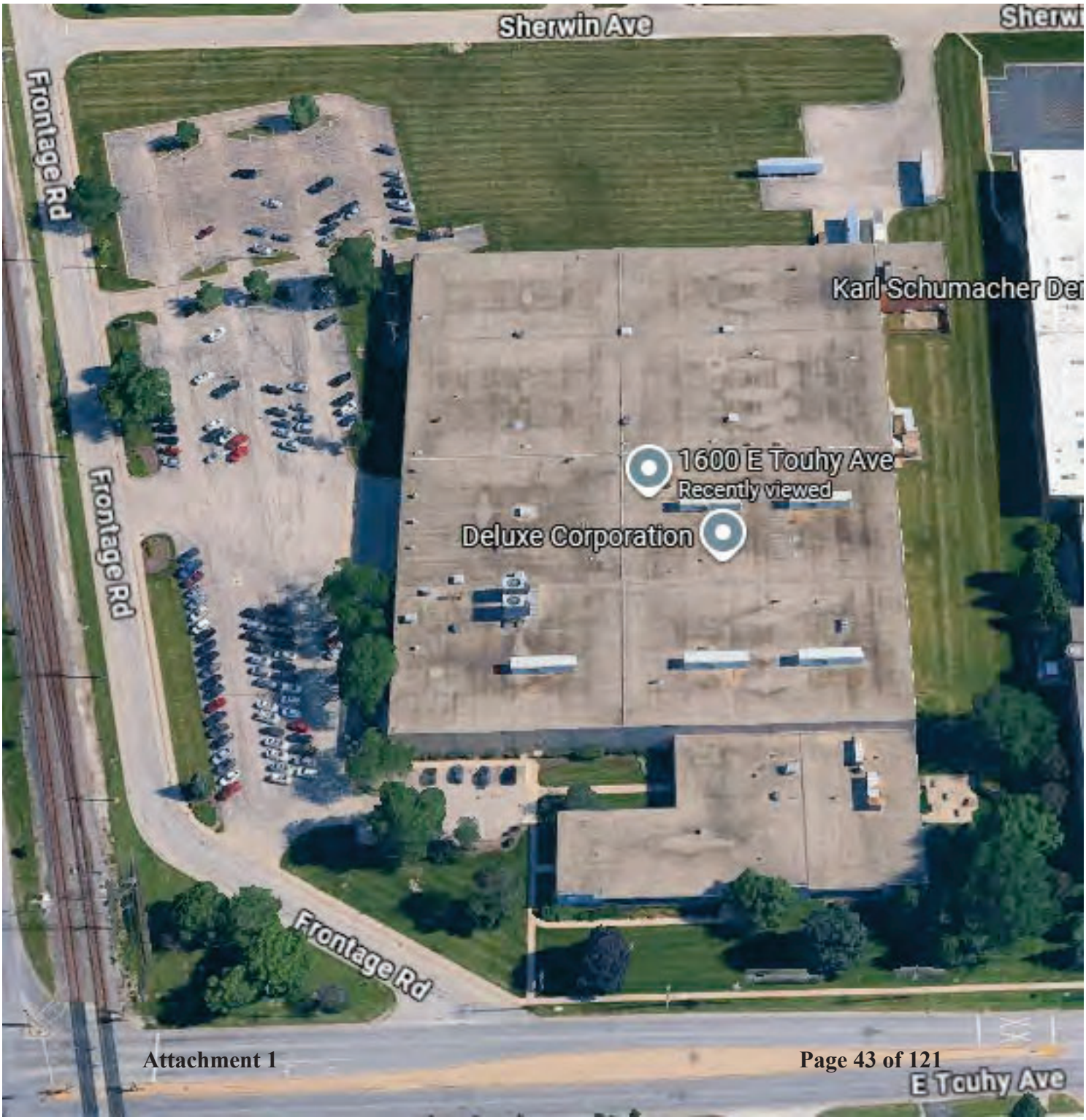
A.L.T.A. / N.S.P.S. LAND TITLE SURVEY

1600 E. TOUHY AVENUE
DES PLAINES, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL - Morris, IL - Indianapolis, IN
spacecoinc.com

FILENAME: 14394ALTA-02 WEST
DATE: 06/XX/2026
JOB NO. 14394
SHEET 3 OF 3

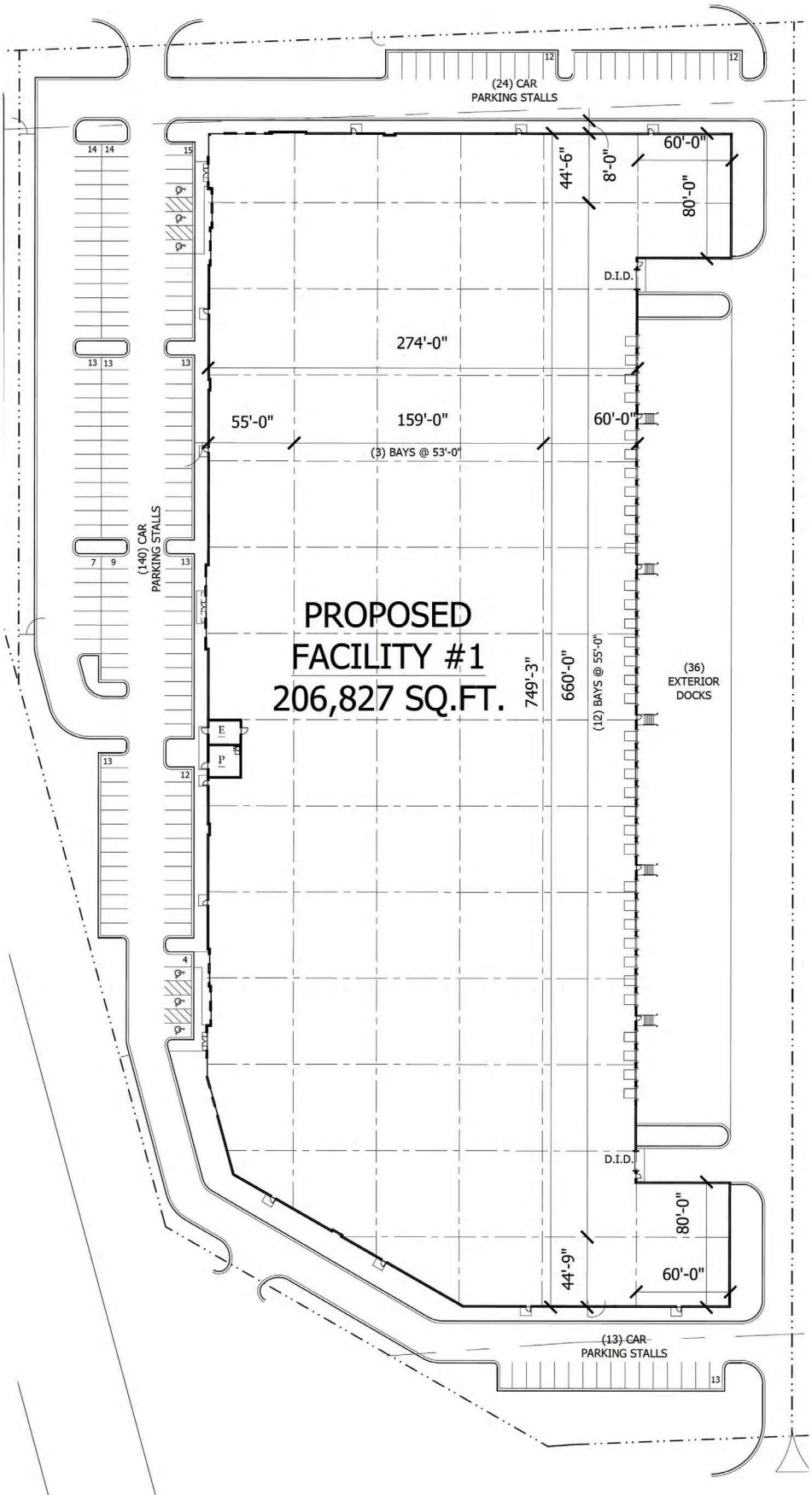

SHERWIN AVE
09-29-500-002
09-28-404-008
09-28-300-032
MANNHEIM RD
FRONTAGE RD
CANADIAN NATIO


Sherwin Ave
Frontage Rd
Karl Schumacher Der
1600 E Touhy Ave
Recently viewed
Deluxe Corporation
Frontage Rd
Frontage Rd
E Touhy Ave

PsPrint
Google Maps
Image capture: Aug 2022 © 2025 Google
United States
Terms
Privacy
Report a problem
E Touhy Ave
Estes Ave
E Greco P
Grill & Bar

Google Maps
E Touhy Ave
& Bar

Google Maps
Sherwin Ave
E Touhy Ave
45



1 FLOOR PLAN
SCALE: 1'-0" = 1/32"

NELSON
NELSONWW.com
Attachment 1

KURV
9525 W. BRYN MAWR AVE.
ROSEMONT, ILLINOIS

PROJECT: PROPOSED FACILITIES
1666 E TOUHY Ave
DES PLAINES, ILLINOIS

DATE: 06/4/2026
PROJECT: #25137

SHEET: FLOOR PLAN
BUILDING 1

PL-01
1 of 2



1 SITE PLAN
SCALE: 1" = 80'-0"

NELSON NELSONWW.com | KURV
9525 W. BRYN MAWR AVE.
ROSEMONT, ILLINOIS

PROJECT: PROPOSED FACILITIES
1666 E TOUHY Ave
DES PLAINES, ILLINOIS

DATE: 06/3/2026
PROJECT: #25137

SHEET: SITE PLAN
OPTION 2

SP-01
2 of 2

De eloper n or ation ro ected ndustrial se

1600 E. Touhy,
Des Plaines, IL 60018
PIN: Portions of 09-28-300-032-0000 (Main) & -031

Kurv Industrial, formerly known as Bridge Industrial, is a Chicago-based, privately held, vertically integrated industrial real estate operating company and investment manager focused on the development, acquisition, ownership, and operation of Class A industrial and logistics properties. Founded in 2000, the company has built a significant national and international platform, with a particular focus on high-barrier, supply-constrained infill markets where modern industrial space is difficult to deliver but highly valued by tenants. Since its inception, Kurv has developed and acquired more than 76 million square feet of Class A industrial facilities, reflecting a long-standing track record of identifying complex real estate opportunities and converting them into institutional-quality logistics assets.

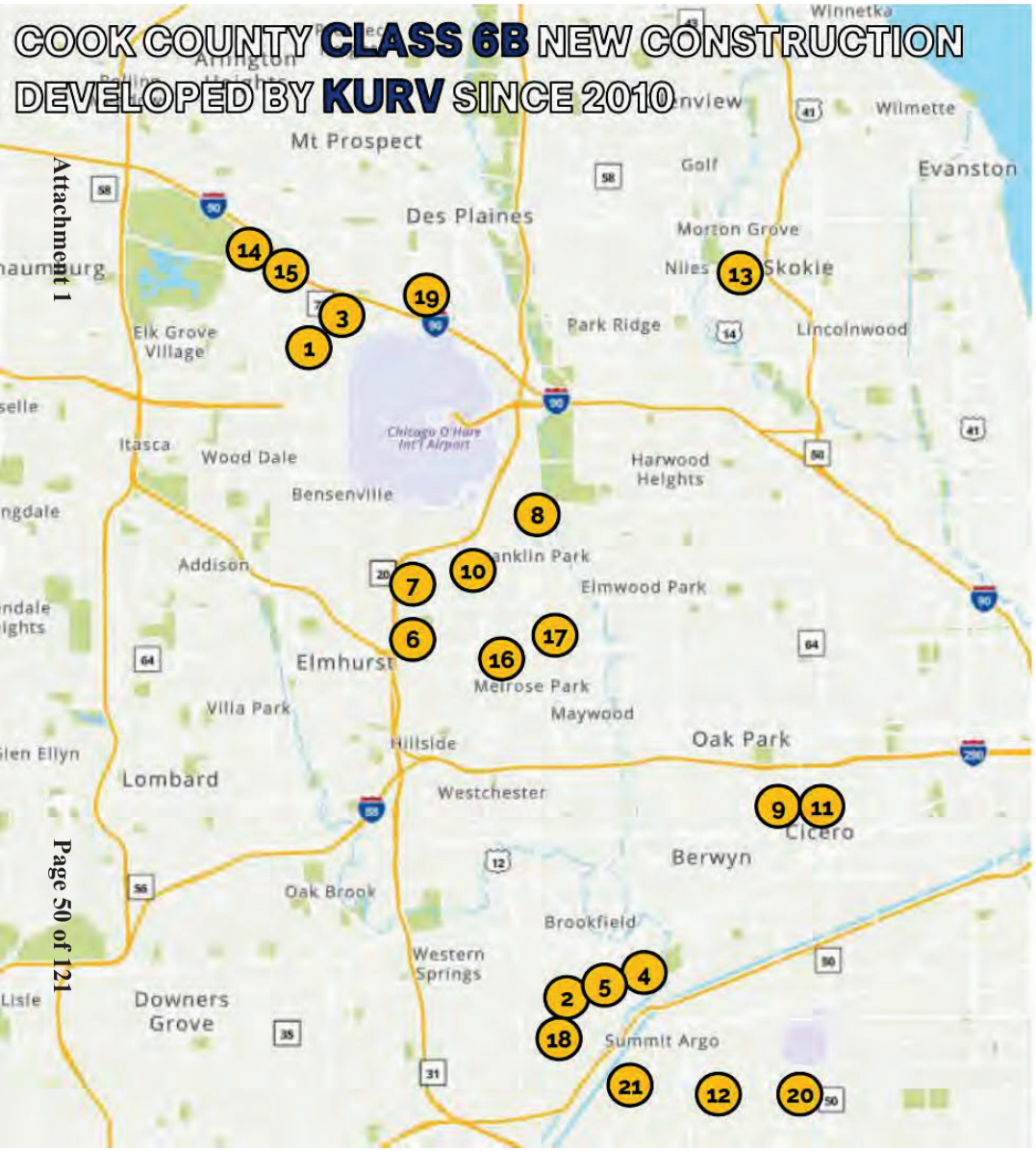
Kurv's expertise is particularly relevant in the Chicago industrial market, where the company has extensive experience delivering speculative industrial buildings and redeveloping challenging sites into modern logistics facilities. Kurv has been successful in securing 6b tax incentive for speculative projects throughout several municipalities within the Cook County & O'Hare submarket, including the City of Des Plaines. The Company previously purchased the site at 555 Howard, demolished the existing building, and successfully constructed and leased the new 225,260, Class A industrial facility now at the site.

The firm's capabilities include site acquisition, entitlement strategy, development management, construction oversight, leasing, investment management, and long-term asset operations, allowing it to control each major phase of the development process. Kurv has been repeatedly recognized for its speculative industrial development work in the Chicagoland area, including award-winning projects in established logistics submarkets such as Melrose Park, Itasca, Downers Grove, Franklin Park, Cicero, Waukegan, and other infill locations. In short, Kurv brings both the institutional experience and local execution capabilities needed to successfully deliver modern speculative industrial product in the Chicago metropolitan area.

Once construction is completed, the Applicant will lease the property to a speculative industrial tenant(s) with parking for up to 175+ individuals. The site is currently zoned M-2 general manufacturing district, which allows for a wide variety of industrial uses. The project is being built speculatively, but the Applicant does not expect to require any variances or other zoning relief.

The subject location is strategically positioned for industrial, logistics, distribution, and manufacturing users due to its immediate access to the greater O'Hare industrial market and the region's core transportation infrastructure. Located in Des Plaines, the site benefits from proximity to O'Hare International Airport, including the airport's north cargo facilities, making it well-suited for users that rely on air freight, time-sensitive shipping, supplier access, or regional distribution.

COOK COUNTY CLASS 6B NEW CONSTRUCTION DEVELOPED BY KURV SINCE 2010



ID	Property Name Address	Area (SF)	Year Built	Class 6B	Tenant(s)
1	Elk Grove Village I 2201 Lunt Ave, Elk Grove Village	150,520	2014	Yes	NNR Global (150,520 SF)
2	Bridge Vernon 4800 S Vernon Ave, McCook	189,216	2014	Yes	Nova Ortho-Med (79,187 SF) Grayhill Inc. (67,888 SF)
3	Elk Grove Village II 2475 Touhy Ave, Elk Grove Village	124,028	2015	Yes	Labelmaster Packing Services/DGM (32,477 SF) Basic Enterprise Inc. (69,967 SF) Pepperidge Farm (21,584 SF)
4	Bridge McCook I 8201 W 47th St, McCook	365,359	2015	Yes	Freeman Decorating Services (365,359 SF)
5	Bridge McCook II 8401 W 47th St, McCook	226,196	2015	Yes	Chicago Fine Motors LLC (31,547 SF) Video Equipment Rentals LLC (94,152 SF) Bridgestone Americas Tires (64,057 SF) DHL Express (36,440 SF)
6	Bridge Northlake (Spec) 525 Northwest Ave, Northlake	588,284	2016	Yes	Home Depot (588,284 SF)
7	Bridge Grand 11600 W Grand Ave, Northlake	182,965	2017	Yes	Pilot Freight (182,965 SF)
8	Bridge Schiller Park 9555 Soreng Ave, Schiller Park	157,525	2017	Yes	Fujitrans USA, Inc. (31,056 SF) Angles on Design (31,940 SF) KDX America (29,082 SF) United Health Care (32,678 SF)
9	Bridge Point 290 (Phase I) 1531 S 54th St, Cicero	323,343	2018	Yes	Royal Box Group (323,343 SF)
10	BP Franklin Park 10601 Franklin Ave, Franklin Park	754,103	2019	Yes	Flexport (107,720 SF) Agility Logistics (117,771 SF) Mainfreight (92,915 SF) Lowes (125,000 SF) Tablescapes (87,103 SF)
11	Bridge Point 290 (Phase II) 1400 Laramie Ave, Cicero	575,935	2019	Yes	Amazon (575,935 SF)
12	BP Bedford Park 6855 W 65th St, Bedford Park	219,267	2020	Yes	Pure's Food (219,267 SF)
13	BP Skokie 7800 Austin Ave, Skokie	171,752	2022	Yes	UPS (171,752 SF)
14	BP Elk Grove Village I 75 NW Point Blvd, Elk Grove Village	147,075	2023	Yes	Hitachi (22,664 SF)
15	BP Elk Grove Village II 81 NW Point Blvd, Elk Grove Village	60,127	2023	Yes	ADP (35,208 SF)
16	BP Melrose Park I 10400 W North Ave, Melrose Park	1,602,032	2024	Yes	CEVA (706,866 SF) Expeditors (669,914 SF) LCG Sales (90,418 SF)
17	BP Melrose Park II 2100 N 15th Ave, Melrose Park	186,880	2024	Yes	Tone Products (34,898 SF)
18	BP McCook 9301 W 55th St, McCook	1,182,104	2024	Yes	Crane Worldwide Logistics (992,151 SF) Freeman (66,651 SF)
19	BP Des Plaines I 555 Howard Ave, Des Plaines	225,600	2026	Yes	TBD
20	BP Bedford Park II 5133 W 65th Street	140,011	2026	Yes	TBD
21	BP Summit 7955 W 59th Street	341,887	2026	Yes	TBD
	TOTAL SF DEVELOPED SINCE 2010	**7,914,209**	-	-	-

plo ent pportunities

1600 E. Touhy,
Des Plaines, IL 60018
PIN: Portions of 09-28-300-032-0000 (Main) & -031

Once construction is completed, the Applicant will lease the property to a speculative industrial tenant(s) with parking for up to 175+ individuals. The current building design lends itself to a number of different industrial uses, including distribution, warehousing, assembly and/or manufacturing. Kurv expects initial employment figures around 50+ full-time employees, with room for growth. Des Plaines and the surrounding northwest suburban market offer access to a deep regional labor pool with experience in warehousing, manufacturing, logistics, and airport-adjacent operations All employees will be compensated in accordance with the Cook County Living Wage. The Applicant expects the planned improvements on this specific site will also result in approx. 150+ temporary construction jobs.

In addition to increased property tax revenues, the eventual occupants' presence will significantly benefit the local community. Kurv expects the Occupants' employees and visitors will frequent City restaurants, gas stations, stores and more. Kurv also expects the eventual Occupant will attract both new and returning customers who will also frequent nearby establishments. According to the enclosed employee impact chart, an estimated 50 full-time individuals are expected to spend over , per year in the City on gas, entertainment, groceries, etc.

Employee Business Impact Chart					
Purchase	**Emp.**	**%**	**Exp./Week**	**Weeks**	**Total**
Lunch	50	55%	$55	50	$75,625
Grocery	50	30%	$50	50	$37,500
Consumer Goods	50	25%	$35	50	$21,875
Entertainment	50	15%	$55	50	$20,625
Auto-Gas	50	75%	$30	50	$56,250
TOTAL (Per Year)					**$211,875**
TOTAL (12 Year Term)					**$2,542,500**

ropert pro e ents, otential ro t and Fiscal ect

1600 E. Touhy,
Des Plaines, IL 60018
PIN: Portions of 09-28-300-032-0000 (Main) & -031

Should the Class 6b Tax Incentive be granted, the Applicant plans to purchase the site, demolish the current facility and improvements, and invest approximately $24,000,000+ in hard costs to construct the proposed 206,827 square foot facility. The site provides parking for 175+ individuals, so while the Applicant expects a minimum of 50 full-time jobs, there's potential for 2-3x growth.

After the completion of the construction and subsequent stabilization, the Subject Property is projected to have a market value of approximately $32,096,592 which would generate an estimated $11,681,128 in total taxes (or approx. , **per ear** to start) over the life of the Class 6b Tax Incentive. Without the redevelopment of the site, the existing facility would generate only an estimated $3,804,802 in total taxes with full vacancy relief (or approx. , to start) over the life of the 6b tax incentive. Therefore, should the Class 6b Tax Incentive be approved for the new development, the Subject Property would generate over , , in additional real estate taxes over the life of the Class 6b Tax Incentive. Please see the enclosed 12 Year Tax Comparison Chart for more details.

12 Year Tax Estimates

1600 E. Touhy
Des Plaines, Illinois
PIN: Portions of 09-28-300-032-0000 (Main) & -031

Estimated Taxes Based on:
Current Land Value + Proposed Hard Costs & a 6b Tax Incentive
Compared to
Current 2026 Market Value, No Improvements, Full Vacancy Relief & No 6b
Compared to
Current Land Value + Proposed Hard Costs & no 6b Tax Incentive

				Current Land Value + Proposed Hard Costs & a 6b Tax Incentive				Current 2026 Market Value, No Improvements, Full Vacancy Relief & No 6b				Current Land Value + Proposed Hard Costs & no 6b Tax Incentive			
Tax Year	2024 Tax Rate	2024 Multiplier	Estimated Effective Tax Rate*	Estimated Market Value	Assessment Level with a Class 6b**	Estimated Assessed Value With a Class 6b	Estimated Tax With a Class 6b	Estimated Market Value	Assessment Level With NO Class 6b	Estimated Assessed Value Without a Class 6b	Estimated Taxes Without a Class 6b	Estimated Market Value	Assessment Level With NO Class 6b	Estimated Assessed Value Without a Class 6b	Estimated Taxes Without a Class 6b
2029	8.881%	3.0355	26.958%	$32,096,592	10%	$3,209,659	**$865,269**	$8,450,673	25%	$2,112,668	**$569,539**	$32,096,592	25%	$8,024,148	**$2,163,172**
2030	8.881%	3.0355	26.958%	$32,096,592	10%	$3,209,659	**$865,269**	$8,450,673	25%	$2,112,668	**$569,539**	$32,096,592	25%	$8,024,148	**$2,163,172**
2031	8.881%	3.0355	26.958%	$35,306,251	10%	$3,530,625	**$951,796**	$9,295,740	25%	$2,323,935	**$626,493**	$35,306,251	25%	$8,826,563	**$2,379,489**
2032	8.881%	3.0355	26.958%	$35,306,251	10%	$3,530,625	**$951,796**	$9,295,740	25%	$2,323,935	**$626,493**	$35,306,251	25%	$8,826,563	**$2,379,489**
2033	8.881%	3.0355	26.958%	$35,306,251	10%	$3,530,625	**$951,796**	$9,295,740	25%	$2,323,935	**$626,493**	$35,306,251	25%	$8,826,563	**$2,379,489**
2034	8.881%	3.0355	26.958%	$38,836,876	10%	$3,883,688	**$1,046,975**	$10,225,314	25%	$2,556,329	**$689,142**	$38,836,876	25%	$9,709,219	**$2,617,438**
2035	8.881%	3.0355	26.958%	$38,836,876	10%	$3,883,688	**$1,046,975**	$10,225,314	25%	$2,556,329	**$689,142**	$38,836,876	25%	$9,709,219	**$2,617,438**
2036	8.881%	3.0355	26.958%	$38,836,876	10%	$3,883,688	**$1,046,975**	$10,225,314	25%	$2,556,329	**$689,142**	$38,836,876	25%	$9,709,219	**$2,617,438**
2037	8.881%	3.0355	26.958%	$42,720,564	10%	$4,272,056	**$1,151,673**	$11,247,846	25%	$2,811,961	**$758,056**	$42,720,564	25%	$10,680,141	**$2,879,182**
2038	8.881%	3.0355	26.958%	$42,720,564	10%	$4,272,056	**$1,151,673**	$11,247,846	25%	$2,811,961	**$758,056**	$42,720,564	25%	$10,680,141	**$2,879,182**
2039	8.881%	3.0355	26.958%	$42,720,564	15%	$6,408,085	**$1,727,509**	$11,247,846	25%	$2,811,961	**$758,056**	$42,720,564	25%	$10,680,141	**$2,879,182**
2040	8.881%	3.0355	26.958%	$46,992,620	20%	$9,398,524	**$2,533,680**	$12,372,630	25%	$3,093,158	**$833,862**	$46,992,620	25%	$11,748,155	**$3,167,100**
				Total Estimated Taxes (2029 to 2040)			**$14,291,385**	**Total Estimated Taxes (2029 to 2040)**			**$8,194,014**	**Total Estimated Taxes (2029 to 2040)**			**$31,121,771**

Property Tax Revenue Generated Over the Life of the Property's Class 6b Tax Incentive	**$6,097,371**

Additional Revenue Generated by ~50 Full Time Employees (PER YEAR)	**$211,875**

Notes:

* The 2024 Tax Rate (the 2024 tax rate x the 2024 multiplier) was used. It does not take into account any increases or decreases in the Effective Tax Rate between 2024 and 2040.

**The above is based on the assumption that the Class 6b Tax Incentive for the subject property will be granted in 2026 and activated in 2029

***A 20% Occupancy Factor was applied to the 2026 Building Assessed Value.
****Re-assessment years are highlighted in yellow - market values were increased by 10% in re-assessment years

The above estimates are speculative, and should be treated as such.

PSA

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is entered into as of the Effective Date (defined below) by and between (i) MIDWEST RE ACQUISITIONS, LLC, a Delaware limited liability company, or its nominee or assignee ("Purchaser"), and (ii) DELUXE MANUFACTURING OPERATIONS, LLC, a Minnesota limited liability company, f/k/a as DELUXE MANUFACTURING OPERATIONS, INC., a Minnesota corporation ("Seller").

RECITALS:

WHEREAS, Seller owns the real property containing approximately 13.28 acres, which is improved and operated as an industrial warehouse building containing approximately 190,000 rentable square feet and located at 1600 East Touhy Avenue, Des Plaines, Illinois, and more particularly described on Exhibit A attached hereto (the "Property").

WHEREAS, Seller has agreed to sell the Property to Purchaser, and Purchaser has agreed to purchase the Property from Seller, upon the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the recitals set forth above, the mutual agreements and undertakings set forth in this Agreement and other good and valuable consideration, Purchaser and Seller hereby covenant and agree as follows:

ARTICLE 1: PROPERTY/PURCHASE PRICE

1.1 Certain Basic Terms.

(a) Purchaser and Notice Address:

c/o Kurv Industrial
9525 West Bryn Mawr Avenue, Suite 700
Rosemont, Illinois 60018
Attention: Jonathan Pozerycki
E-mail: jpozerycki@bridgeindustrial.com

With a copy to:

c/o Kurv Industrial
444 West Lake Street, Suite 3100
Chicago, Illinois 60606
Attention: Legal Department
E-mail: notices@bridgeindustrial.com

c/o Kurv Industrial
9525 W. Bryn Mawr Ave., Suite 700
Rosemont, Illinois 60018
Attn: Nick Siegel
Email: nsiegel@bridgeindustrial.com

With a copy to (which shall not constitute notice):

Holland & Knight LLP
150 North Riverside Plaza, Suite 2700
Chicago, Illinois 60606
Attention: Aaron O'Donnell
E-mail: aaron.odonnell@hklaw.com

(b)	Seller and Notice Address:		With a copy to:
	Deluxe Manufacturing Operations, LLC 801 S. Marquette Ave. Minneapolis, MN 55402 Attn: Jeff Cotter, Chief Administrative Officer, Senior Vice President and General Counsel Email: jeff.cotter@deluxe.com		Larkin Hoffman Daly & Lindgren Ltd. 8300 Norman Center Drive, Suite 1000 Minneapolis, Minnesota 55437 Attn: Ryan N. Boe Email: rboe@larkinhoffman.com
(c)	Effective Date:		The latest date of execution by the Seller or the Purchaser, as indicated on the signature page.

[redacted]

1.2 Purchase and Sale; Property. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following (collectively, the "Property"):

(a) The "Real Property," being the land described in Exhibit A attached hereto, together with (i) all improvements located thereon ("Improvements"), (ii) all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining to such real property, (iii) all right, title, and interest of Seller in and to all strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining such real property; and (iii) all right, title, and interest

of Seller in and to all development rights, air rights, water, water rights, riparian rights and water stock relating to the real property; which Real Property and Improvements shall be conveyed to Purchaser by an instrument substantially in the form of the Special Warranty Deed attached to this Agreement as Exhibit B (the "Special Warranty Deed");

(b) The "Tangible Personal Property," being all HVAC, fixtures, carpeting and window treatments, owned by Seller, and Seller's interest in any such property leased by Seller, now or hereafter located in and used in connection with the operation, ownership or management of the Real Property, which Tangible Personal Property shall be conveyed to Purchaser by an instrument substantially in the form of the Bill of Sale, Assignment of Service Contracts and Intangible Personal Property attached to this Agreement as Exhibit C (the "Bill of Sale").

(c) The Service Contracts (defined in Section 2.1), other than the Rejected Contracts (as defined in Section 2.3), which Service Contracts shall be assigned to Purchaser by an instrument substantially in the form of the Bill of Sale.

(d) The "Intangible Personal Property," being the entire right, title and interest of the Seller in and to all intangible personal property related to the Real Property, the Improvements and the operation thereof, including, without limitation (i) all warranties and guaranties (whether express or implied) from contractors, subcontractors, architects, engineers, design professionals, manufacturers, material and labor suppliers and any other parties involved in the design or construction of the Property (collectively, the "Construction Parties"), any contract rights against any Construction Parties, and all causes of action and choses in action against any Construction Parties; (ii) Intentionally Deleted; (iii) all Permits (defined in Section 2.1); and (iv) all surveys, studies, reports, blueprints, drawings, plans and specifications (including, without limitation, structural, HVAC, mechanical and plumbing plans and specifications) and other documentation for or with respect to the condition, development, construction or operation of the Property or any part thereof, all soil tests, environmental report and appraisals, which Intangible Personal Property shall be conveyed to Purchaser by an instrument substantially in the form of the Bill of Sale.

[redacted]

ARTICLE 2: INSPECTION

2.1 Seller's Delivery of Specified Documents. If and to the extent not previously furnished to Purchaser, Seller shall provide to Purchaser the following to the extent in Seller's possession (the "Property Information") no later than five (5) business days after the Effective Date:

(a) Tax Statements; Tax Consultant. List of special assessments related to the Property (pending or proposed), and copies of all ad valorem and/or personal property tax statements relating to the Property for the current year or other current tax period (if available) and for the 24 months preceding the Agreement, together with a written summary of any ongoing tax reduction or appeals efforts, including appraisals, and the name and address of Seller's property tax consultant;

(b) Utility Bills. List of utility vendors with account number and phone number, and copies of all utility bills for the Property for the 24 months preceding this Agreement;

(c) Personal Property Inventory. An inventory of the Tangible Personal Property, including any warranties and expiration dates thereof;

(d) Business License and Permit. Copies of all certificates of use and occupancy and other governmental permits, licenses, zoning reviews, approvals, certificates and authorizations pertaining to the Property or the use or occupancy thereof (collectively, the "Permits");

(e) Service Contracts. A list, together with copies, of all management, service, supply, equipment rental, and other contracts related to the operation of the Property ("Service Contracts");

(f) Construction Information. Copies of all plans and specifications, construction drawings (including all as-built plans and CAD drawings), re-measurement studies and contracts in connection with the construction of the Improvements on the Property and all contractors' and subcontractors' warranties which remain in effect (including roof warranties).

(g) Reports. Any environmental, architectural, soils, and engineering reports (including façade reports) and appraisals related to the Property, together with all contracts, notices, compliance certificates and notices and related materials pertaining to any past or present Hazardous Materials (defined below) at or affecting the Property;

(h) Plans and Specifications. All construction plans and specifications relating to the original development of the Property and any major capital repairs;

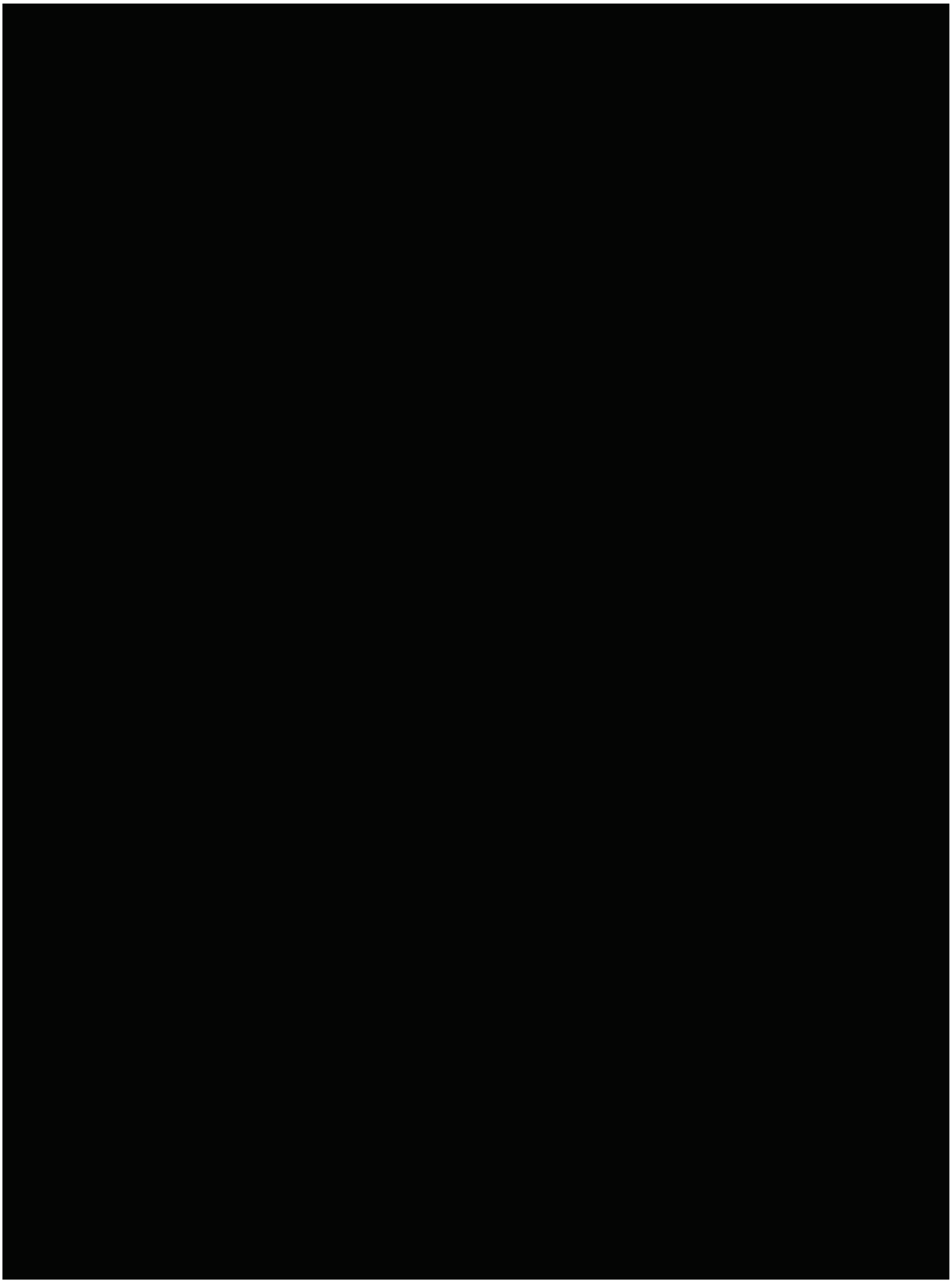
(i) Existing Title and Survey. Copy of Seller's existing title insurance policy and most current survey of the Property, together with copies of all recorded operating agreements, easements, declarations and other exception documents raised in the title insurance policy;

(j) Notices of Violations. Any notices of building, zoning, health, fire etc., code violations (whether or not the cited violation is outstanding) and corrective plans for outstanding violations; and

(k) Litigation. List of current litigation, actions, proceedings, investigations pending against Seller or the Property, other than unlawful detainer proceedings.

Seller shall have an ongoing obligation during the pendency of this Agreement to provide Purchaser with any document described above coming into Seller's possession or produced by Seller (or of which Seller otherwise becomes aware) after the initial delivery of the Property Information.

[redacted]





2.4 Contracts. At or prior to the expiration of the Due Diligence Period, Purchaser shall identify to Seller which of the Service Contracts, if any, that Purchaser will accept at Closing; and all other Service Contracts (the "Rejected Contracts") shall be terminated by Seller at or prior to Closing at Seller's sole cost and expense.

ARTICLE 3: TITLE AND SURVEY REVIEW

3.1 Title Commitment and Survey. No later than ten (10) days after the Effective Date, Seller shall deliver to Purchaser, at Seller's sole cost and expense, (i) a current commitment for title insurance (the "Title Commitment") issued by the Title Company for the Property in the amount of the Purchase Price with Purchaser, or Purchaser's designee, as the proposed insured, and (ii) any existing survey of the Property in Seller's possession or control. Purchaser, at its sole cost and expense may obtain an update of any such existing survey or may obtain a new survey ("Survey") which shall conform to the requirements for an "ALTA/ACSM Land Title Survey".

3.2 Title and Survey Review and Cure. During the Physical Due Diligence Period, Purchaser shall review title to the Property as disclosed by the Title Commitment and the Survey. Purchaser shall deliver to Seller in writing any objections to items in the Title Commitment and/or the Survey no later than the date that is seven (7) business days prior to expiration of the Physical Due Diligence Period. Seller shall have five (5) business days after receipt of Purchaser's title notice to confirm in writing to Purchaser whether Seller shall, at Seller's sole cost, cure or cause the Title Company to insure over matters objected to by Purchaser and/or cause the Survey to be revised to cure such matters objected to by Purchaser (the "Seller Notice Period"). Purchaser may terminate this Agreement and

receive a refund of the Earnest Money at any time during the Physical Due Diligence Period if Seller does not agree to remove such objections. If the Title Company revises the Title Commitment after the expiration of the Physical Due Diligence Period to add or materially modify exceptions, or to add or modify the conditions to obtaining any endorsement requested by Purchaser during the Physical Due Diligence Period, and if such additions or modifications are not acceptable to Purchaser and are not satisfied by Seller or removed by the Closing Date, Purchaser may terminate this Agreement and the Earnest Money, less the Nonrefundable Extension Earnest Money (Governmental Due Diligence) and the Physical Due Diligence Hard Earnest Money, shall be returned to Purchaser; notwithstanding the foregoing, in the event any such additions or modifications arise from (a) the breach by Seller of Section 4.1(i) hereof, or (b) the failure of Seller to remove or cause to be removed all Mandatory Cure Items on or before the Closing Date, then Seller will have defaulted under this Agreement and Purchaser shall be entitled to obtain all remedies available to Purchaser under Section 8.1 hereof. The term "Permitted Exceptions" shall mean: the specific exceptions in the Title Commitment and matters raised on the Survey that are not objected to by Purchaser prior to the end of the Physical Due Diligence Period; real estate taxes not yet due and payable; the Seller Lease; and matters created by through or under Purchaser. Notwithstanding anything to the contrary contained herein, Seller, on or before the Closing Date and at its sole cost and expense, shall be obligated to remove or cause to be removed (i) any title matters which were created due to the acts or conduct of Seller any time after the date Purchaser receives the Title Commitment; and (ii) any and all monetary liens or encumbrances of a definite or ascertainable amount created by, through or under Seller (collectively, "Mandatory Cure Items").

3.3 Delivery of Title Policy at Closing. The Title Company shall deliver to Purchaser at Closing an ALTA 2021 Owner's Policy of Title Insurance (the "Title Policy") for the Property, with extended coverage, issued by the Title Company as of the Closing Date, in the amount of the Purchase Price, containing the Purchaser's Endorsements, insuring Purchaser as owner of good, marketable and indefeasible fee simple title to the Property, and subject only to the Permitted Exceptions. Seller shall pay the base premiums and costs of extended coverage for the Title Policy, and Purchaser shall pay the costs of Purchaser's Endorsements. "Purchaser's Endorsements" shall mean the following endorsements, subject to availability in the state in which the Property is located: (a) owner's comprehensive; (b) access; (c) survey (accuracy of survey); (d) location (survey legal matches title legal); (e) separate tax lot; (f) legal lot; (g) zoning 3.1, with parking; (h) utilities; and (i) such other endorsements as Purchaser may require based on its review of the Title Commitment and Survey, provided that Purchaser notifies Seller and the Title Company thereof prior to the expiration of the Physical Due Diligence Period. Seller shall execute at Closing any affidavits and/or undertakings in such form as the Title Company shall reasonably require for the issuance of the Title Policy and/or which is customarily required in the county in which the property is located.

ARTICLE 4: OPERATIONS AND RISK OF LOSS

4.1 Ongoing Operations. During the pendency of this Agreement Seller shall:

(a) Performance under Service Contracts. (i) Carry on its business and activities relating to the Property substantially in the same manner as it did before the Effective Date, and (ii) perform its material obligations under the Service Contracts and other agreements that may affect the Property, and (iii) maintain in full force and effect property/casualty insurance providing coverage which is not less (in covered perils or amount of coverage) than the insurance maintained by Seller as of the Effective Date.

(b) New Contracts. Not enter into any Service Contract or other agreement that will be an obligation affecting the Property subsequent to the Closing, except contracts entered into in the ordinary course of business that are terminable without cause on 30-days' notice without payment of any termination fee.

(c) Listings and Other Offers. Not list the Property with any broker or otherwise solicit or make or accept any offers to sell the Property, engage in any discussions or negotiations with any third party with respect to the sale or other disposition of the Property, or enter into any contracts or agreements (whether binding or not) regarding any disposition of the Property.

(d) Maintenance of Improvements. Maintain all Improvements in good condition and repair.

(e) Personal Property Not remove any Tangible Personal Property except as may be required for necessary repair or replacement, and replacement shall be of equal quality and quantity as existed as of the time of its removal.

(f) Leasing Arrangements. Not, without Purchaser's prior written consent in each instance, which consent shall be given or denied, enter into a new lease for space in the Property.

(g) Management and Leasing Agreements. Terminate any property management agreement or any exclusive leasing agreement affecting the Property on or before Closing and pay any fees due thereunder.

(h) Litigation. Advise Purchaser promptly of any pending or threatened litigation, arbitration proceeding or administrative hearing (including condemnation) which affects Seller or the Property.

(i) Liens and Encumbrances. Not create, incur or voluntarily suffer to be created any mortgage, pledge or other encumbrance in any way affecting any portion of the Property without the prior written consent of Purchaser.

(j) Change of Representation or Warranty. Seller agrees to notify Purchaser within three (3) business days of obtaining any Seller's Knowledge that any of the representations and warranties of Seller set forth in Section 7.1 have become untrue or incorrect.

(k) Notices. Seller agrees to notify Purchaser within three (3) business days in the event Seller receives notice or obtains knowledge of (i) the taking or threatened taking of the Property or any portion thereof by eminent domain; (ii) any casualty relating to the Property; (iii) the filing or threat to file an action, claim or proceeding in any court or administrative agency against Seller which may affect the Property; or (iv) any violation of any legal requirements, or insurance requirements, affecting the Property, any service of process relating to the Property or which affects Seller's ability to perform its obligations under this Agreement or any other correspondence or notice received by Seller which has or has the potential to have an adverse effect on the Property.

4.2 Damage. Risk of loss up to and including the Closing Date shall be borne by Seller. In the event of any Material Damage to the Property (as hereinafter defined), including any Environmental Casualty (as hereinafter defined), Purchaser may, at its option, by written notice to Seller given within 10 days after Seller notifies Purchaser of such damage or destruction (and if necessary the Closing Date shall be extended to give Purchaser the full 10-day period to make such election): (i) terminate this Agreement and the Earnest Money, less, except in the event of an Environmental Casualty in which case all Earnest Money shall be refundable, the Total Nonrefundable Extension Earnest Money and the Physical Due Diligence Hard Earnest Money, shall be immediately returned to Purchaser, or (ii) proceed under this Agreement, in which case Seller may either (A) assume responsibility for all repairs necessitated by such damage or destruction at Seller's sole cost and expense pursuant to the Seller Lease; or (B) elect to not repair such damage or destruction and waive the requirement for the Seller Lease at Closing. If the Property is not materially damaged, then Purchaser shall not have the right to terminate this Agreement, but Seller shall assume responsibility for such repair at Seller's sole cost and expense pursuant to the Seller Lease. In the event Seller assumes responsibility for any Material Damage or non-material damage pursuant to the Seller Lease and this Section 4.3, then Seller shall be entitled to all insurance proceeds due Seller as a result of such damage or destruction. "Material damage" and "Materially damaged" means damage reasonably exceeding $500,000 to repair. "Environmental Casualty" means an event occurring after the Effective Date resulting in damage or destruction to the Property that would constitute a violation of any Environmental Laws (and which, for the sake of clarity, is not disclosed in any of the environmental reports provided by Seller, if any) and either (I) the cost of which to repair or remediate would exceed $500,000, or (II) such damage or destruction is reasonably likely to delay the demolition of the existing industrial warehouse building on the Property and construction of a replacement industrial warehouse building on the Property by more than ninety (90) days.

4.3 Condemnation. In the event any proceedings in eminent domain are contemplated, threatened or instituted by anybody having the power of eminent domain with respect to any material portion of the Property, Purchaser may, at its option, by notice to Seller given within 10 days after Seller notifies Purchaser of such proceedings (and if necessary the Closing Date shall be extended to give Purchaser the full 10-day period to make such election): (i) terminate this Agreement and the Earnest Money shall be immediately returned to Purchaser, or (ii) proceed under this Agreement, in which event Seller shall, at the Closing, assign to Purchaser its entire right, title and interest in and to any condemnation award, and Purchaser shall have the sole right during the pendency of this Agreement to negotiate and otherwise deal with the condemning authority in respect of such matter; provided, that if a condemnation or taking

event that affects a Material Portion of the Property causes the remaining portion of the Property (or any party's occupancy thereof) to fail to comply with any applicable laws or regulations, then the requirement for a Seller Lease will be deemed waived by both parties, and the parties will proceed to Closing without the Seller Lease.

ARTICLE 5: CLOSING

5.1 Closing. The consummation of the transaction contemplated herein ("Closing") shall occur on the Closing Date at the offices of the Title Company. Closing shall occur through an escrow with the Title Company. The balance of the Purchase Price, plus or minus prorations and other adjustments pursuant to this Agreement shall be deposited into and held by the Title Company in a closing escrow account with a bank satisfactory to Purchaser and Seller. Upon satisfaction or completion of all closing conditions and deliveries, the parties shall direct the Title Company to immediately record and deliver the closing documents to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser.

5.2 Conditions to Purchaser's Obligations to Close. In addition to all other conditions set forth herein, the obligation of Purchaser to consummate the transactions contemplated hereunder shall be contingent upon the following:

(a) The Seller's representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date and as of the Closing Date.

(b) As of the Closing Date, the Seller shall have performed (or shall be concurrently performing or tendering performance of) its obligations hereunder (including deliveries to be made at Closing and termination of any Rejected Contracts).

(c) There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against the Seller that would materially and adversely affect such party's ability to perform its obligations under this Agreement, or materially and adversely affect the Property or the operation of the Property.

(d) At Closing, the Title Company shall have irrevocably committed itself in writing to deliver the Title Policy. For the avoidance of doubt, the Title Policy may be delivered after the Closing if, at the Closing, the Title Company issues a currently effective, duly-executed "marked-up" Title Commitment and irrevocably commits in writing to issue the Title Policy in the form of the "marked-up" Title Commitment promptly after the Closing Date.

(e) Seller shall have delivered evidence sufficient to Purchaser that Seller has received a bulk sales release from the State of Illinois showing that Seller has no liability for the payment of any assessed but unpaid tax, penalty or interest due under the Illinois Income Tax Act, 35 ILCS 120/5j et. seq. or in the event that a request for a bulk sales release has been submitted by Seller and a bulk sales release not yet issued, then an indemnification from Seller indemnifying Purchaser for any such bulk sales liability of Seller accruing prior to the Closing in form and substance reasonably acceptable to Purchaser ("Bulk Sales Indemnity"). To the extent that a Bulk Sales Indemnity is not delivered for any reason, Seller hereby agrees to defend, indemnify, and protect Purchaser from and against any loss, cost, damage, claim, liability or expense (including attorneys' fees and court costs) actually incurred by Purchaser (collectively, "Losses") arising out of or relating to any such bulk sales liabilities in connection with the sale of the Property and this obligation shall survive the Closing.

(f) Purchaser shall have conducted, immediately prior to Closing, a re-inspection of the Property which confirms that no Material damage has occurred from the expiration of the Due Diligence Period.

If any condition above has not been satisfied as of the Closing Date, Purchaser may, in its sole discretion, (i) terminate this Agreement by delivering written notice to Seller on or before the Closing Date, in which the event (except in the event of the condition underlying Section 5.2(d) hereof failing to occur for any reason other than Seller's default hereunder) the Earnest Money less the Total Nonrefundable Extension Earnest Money and the Physical Due Diligence Hard Earnest Money shall be immediately refunded to Purchaser and Seller shall reimburse all third party

costs incurred by Purchaser in connection with its due diligence investigation and proposed acquisition of the Property, (ii) elect to extend the Closing until such condition is satisfied (such period not to exceed sixty (60) days) or (iii) elect to consummate the transaction, notwithstanding the non-satisfaction of such condition, in which event Purchaser shall be deemed to have waived any such condition. In the event Purchaser elects to close, notwithstanding the nonsatisfaction of such condition, there shall be no liability on the part of Seller for breaches of representations and warranties of which Purchaser had actual knowledge at the Closing. Notwithstanding the foregoing, the failure of a condition due to the breach of Seller shall not relieve Seller from any liability it would otherwise have hereunder. The provisions of this Section 5.2 shall survive the Closing or the termination of this Agreement indefinitely.

5.3 Seller's Deliveries in Escrow. At Closing, Seller shall deliver in escrow to the Title Company the following:

(a) Special Warranty Deed. One (1) executed original of the Special Warranty Deed;

(b) Bill of Sale. Two (2) executed originals of the Bill of Sale, executed by Seller;

(c) Seller Lease. One (1) executed original of the Seller Lease, executed by Deluxe;

(d) Howard Lease. One (1) executed original of that certain Lease, by and between Bridge Point Des Plaines, LLC, as landlord, and Deluxe, as tenant, relating to that certain building located at 555 Howard Street, Des Plaines, Illinois (such lease, the "Howard Lease"), executed by Deluxe;

(e) State Law Disclosures. Such disclosures and reports as are required by applicable state and local law in connection with the **conveyance** of real property;

(f) FIRPTA. A Foreign Investment in Real Property Tax Act affidavit executed by Seller and in a form reasonably acceptable to Purchaser. If Seller fails to provide the necessary affidavit and/or documentation of exemption on the Closing Date, Purchaser may proceed with withholding provisions as provided by law;

(g) Certificate of Representations and Warranties. A certificate, executed by Seller, reaffirming and updating to the Closing Date the representations and warranties given by Seller under Article 7 below, which certificate will include an updated Rent Roll, list of Service Contracts, and Operating Statements;

(h) Authority. Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the Title Company;

(i) Vendor Notice. Seller shall deliver to each vendor under a Service Contract that is being assigned to Purchaser at Closing, notice (in a form mutually acceptable to Purchaser) regarding the sale.

(j) Additional Documents. Any additional documents that Purchaser or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement, including title undertakings, affidavits and similar actions required of Seller for Purchaser to obtain the Purchaser's Endorsements and the Title Policy.

5.4 Purchaser's Deliveries in Escrow. Except as set forth below, at Closing, Purchaser shall deliver in escrow to the Title Company the following:

(a) Purchase Price. On or before the Closing Date, the Purchase Price, less the Earnest Money that is applied to the Purchase Price, plus or minus applicable prorations and other adjustments pursuant to this Agreement deposited by Purchaser with the Title Company;

(b) Bill of Sale. Two (2) executed originals of the Bill of Sale, executed by Purchaser or Purchaser's designee;

(c) Seller Lease. One (1) executed original of the Seller Lease, executed by Purchaser;

(d) Howard Lease. One (1) executed original of the Howard Lease, executed by Bridge Point Des Plaines, LLC, as landlord.

(e) State Law Disclosures. Such disclosures and reports as are required by applicable state and local law in connection with the conveyance of real property; and

(f) Additional Documents. Any additional documents that Seller or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

5.5 Closing Statements. On the Closing Date, Seller and Purchaser shall deposit with the Title Company executed closing statements consistent with this Agreement in the form required by the Title Company.

5.6 Title Policy. The Title Company shall deliver to Purchaser the Title Policy in accordance with the provisions of Section 3.3.

5.7 Possession. Seller shall deliver possession of the Property to Purchaser at the Closing, subject only to the Seller Lease and Permitted Exceptions.

5.8 Delivery of Books and Records. Immediately after the Closing, Seller shall deliver to the offices of Purchaser's property manager: copies or originals of all books and records of account, contracts, copies of correspondence with suppliers, receipts for deposits, unpaid bills and other papers or documents which pertain to the Property; all advertising materials, booklets, keys and other items, if any, used in the operation of the Property; and, if in Seller's possession or control, the original "as-built" plans and specifications and all other available plans and specifications.

5.9 Closing Expenses.

(a) All state, county and municipal transfer taxes, one-half (½) of the escrow fee, title insurance premiums for the extended coverage Title Policy (but excluding the costs of all other endorsements to such Title Policy), and all recording fees respecting the Deed shall be borne and paid by Seller. All real property tax refunds and credits received before or after the Closing which are attributable to tax years prior to the Closing and, in an amount proportionate to the duration of Seller's occupancy of the Property, for the tax year of Closing shall belong to Seller.

(b) Purchaser shall pay of one-half (½) of the escrow fee, the costs of the endorsements to the Title Policy, all costs of updating or obtaining the Survey and all costs and expenses related to Purchaser's financing for the purchase and development of the Property and all Governmental Approvals for Purchaser's development of the Property.

(c) All other costs, charges, and expenses shall be borne and paid as provided in this Agreement, or in the absence of such provision, in accordance with applicable law or local custom.

5.10 Seller Lease. Seller and Purchaser acknowledge and agree that this is a sale-leaseback transaction. The Closing is contingent upon Seller's corporate parent, Deluxe Corporation, a Minnesota corporation ("Deluxe") and Purchaser entering into a lease agreement at Closing with respect to the Property on the terms and conditions set forth in the form of lease attached hereto as Exhibit D (the "Seller Lease").

ARTICLE 6: PRORATIONS

6.1 Prorations. Because Seller will be leasing the Property pursuant to the Seller Lease, no prorations of taxes, assessments, water and utility charges, or amounts payable pursuant to Service Contracts shall be prorated in connection with the Closing, as all such expenses shall be the sole responsibility of Seller pursuant to the terms and conditions of the Seller Lease.

6.2 Sales, Transfer, and Documentary Taxes. Seller shall pay all sales, gross receipts, compensating, documentary, excise, transfer, deed or similar taxes and fees imposed in connection with this transaction under applicable state, county or municipal law.

6.3 Commissions. Seller represents and warrant to Purchaser that it has not dealt with any real estate broker, sales person or finder in connection with this transaction, other than Brian Colson of Avison Young ("Seller's Broker"). The fees and commissions of Seller's Broker shall be paid by Purchaser pursuant to a separate written agreement. Purchaser represents and warrants to Seller that it has not dealt with any real estate broker, sales person or finder in connection with this transaction. In the event of any claim for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party shall indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party. The provisions of this Section 6.3 shall survive the Closing and the termination of this Agreement.

6.4 Seller's Obligations. Other than those obligations of Seller expressly assumed by Purchaser hereunder or expressly agreed to in writing by Purchaser, Seller shall pay and discharge any and all liabilities of each and every kind arising out of or by virtue of the conduct of its business before and as of the Closing Date on or related to the Property, and no other expense related to the ownership or operation of the Property shall be charged to or paid or assumed by Purchaser, whether allocable to any period before or after the Closing.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES

7.1 Seller's Representations and Warranties. As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller makes the following representations and warranties to Purchaser as of the Effective Date and covenants that such representations and warranties shall remain true and correct in all material respects through and including the Closing Date:

(a) Organization and Authority. Seller, has been duly organized, is validly existing, is in good standing as a limited liability company in the State of Minnesota and is qualified to do business in the state in which the Property is located. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

(b) Conflicts and Pending Actions or Proceedings. There is no agreement to which Seller is a party or, to Seller's knowledge, binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against Seller or relating to the Property, including, without limitation, any condemnation proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement or Seller's ability to operate the Property substantially in accordance with current practices and procedures.

(c) Contractors and Suppliers. All contractors, subcontractors, suppliers, architects, engineers, and others who have performed services or labor or have supplied materials in connection with Seller's acquisition, development, construction, ownership, or management of the Property have been paid in full and all liens arising therefrom (or claims which with the passage of time or the giving of notice, or both, could mature into liens) have been satisfied and released. Seller has not made any claims (whether previously resolved or currently outstanding) against any of the Construction Parties with respect to any defects in the design or construction of the Property or with respect to the Construction Parties' performance of their respective contracts (including, without limitation, any warranty claims), and to Seller's knowledge no facts or circumstances have occurred or exist which reasonably could be expected to form the basis or give rise to any such claim.

(d) Leases. Except for the Seller Lease, there are no leases, licenses, occupancy or use, or other rental agreements to which Seller is a party or is bound affecting any portion of the Property which will be in force on the Closing Date.

(e) Service Contracts. The list of Service Contracts to be delivered to Purchaser pursuant to this Agreement will be true, correct, and complete as of the date of its delivery. Neither Seller nor, to Seller's knowledge, any other party is in default under any Service Contract.

(f) Operating Statements. The Operating Statements to be delivered to Purchaser pursuant to this Agreement will show all items of income and expense (operating and capital) incurred in connection with Seller's ownership, operation, and management of the Property for the periods indicated and will be true, correct, and complete in all material respects.

(g) Notice of Violations or Defects. Seller has not received any written notice: that the Property or the use thereof violates any governmental law or regulation or any covenants or restrictions encumbering the Property; of any material physical defect in the Improvements; or from any insurance company or underwriter of any defect that would materially adversely affect the insurability of the Property or cause an increase in insurance premiums.

(h) Environmental. Seller has no knowledge of any violation of Environmental Laws related to the Property or the presence or release of Hazardous Materials on or from the Property, except as expressly disclosed in those certain Phase I and Phase II Environmental Site Assessments, dated June 18, 2025, and October 22, 2025, respectively, by AECOM as Project No. 60760755 (collectively, the "Environmental Reports") which have been delivered to Purchaser as part of the Property Information. To Seller's knowledge there are not any underground storage tanks located at, on or under the Property, except as disclosed in the Environmental Reports. Except as disclosed in the Environmental Reports, Seller has not manufactured, introduced, released or discharged from or onto the Property any Hazardous Materials or any toxic wastes, substances or materials (including, without limitation, asbestos), and Seller has not used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials, in violation of any Environmental Laws. The term "Environmental Laws" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the Effective Date together with their implementing regulations and guidelines as of the Effective Date, and all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials. The term "Hazardous Materials" includes petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquified natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), asbestos and asbestos containing materials and any substance, material waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law.

(i) Withholding Obligation. To Seller's knowledge, Seller's sale of the Property is not subject to any federal, state, or local withholding obligation of Purchaser under the tax laws applicable to Seller or the Property.

(j) ERISA. Seller is not (i) an "employee benefit plan" (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) that is subject to the provisions of Title I of ERISA, (ii) a "plan" that is subject to the prohibited transaction provisions of Section 4975 of the Internal Revenue Code of 1986 (the "Code") or (iii) an entity whose assets are treated as "plan assets" under ERISA by reason of an employee benefit plan's or plan's investment in such entity.

(k) Anti-Money Laundering Laws. To Seller's knowledge, without any duty of investigation, Seller: (i) is not under investigation by any governmental authority for, nor has Seller been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti Money Laundering Laws (as hereinafter defined in this Section); (ii) has not been assessed civil or criminal penalties under any Anti-Money Laundering Laws; or (iii) has not had any of its funds seized or forfeited in any action under any Anti Money Laundering Laws. For purposes of this Subsection (i), the term "Anti-Money Laundering Laws" shall mean all applicable laws, regulations and sanctions, state and federal, criminal and civil, that: (w) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (x) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (y) require identification and documentation of the

parties with whom a financial institution conducts business; or (z) are designed to disrupt the flow of funds to terrorist organizations.

(l) Employees. There are no collective bargaining contracts or other employment agreements affecting the Property that will be binding on Purchaser or the Property following Closing.

(m) Solvency. Seller is not insolvent nor has Seller (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of its assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of its assets, (e) admitted in writing its inability to pay its debts as they come due or (f) made an offer of settlement, extension or composition to its creditors generally.

(n) On-Going Work. No work has been performed or is in progress at, and no materials have been furnished to, the Property which have not been paid for or will not be paid for in full by Seller prior to the Closing.

(o) Property Information. To Seller's Knowledge, the Property Information provided or to be provided by Seller to Purchaser constitutes true, correct and complete copies of the applicable documents and information within the possession or control of Seller, and is not misleading or inaccurate in any material respect.

(p) Professional Services. No services of registered professional engineers, registered land surveyors or registered architects has been performed or are in progress with respect to the Property which have not been paid for or will not be paid for in full by Seller prior to the Closing Date, to the extent such services arise by, through, or under Seller.

(q) Intangible Property and Tangible Personal Property. Seller is the owner of the Intangible Personal Property and the Tangible Personal Property.

(r) Special Assessments; Tax Appeals. Seller has not received any notice and has no knowledge of any pending or threatened liens, special assessments, impositions or increases in assessed valuations to be made against the Property. Seller has not filed any real estate tax appeals or protests with respect to the Property.

Terms such as "to Seller's Knowledge," or like phrases mean the actual present and conscious knowledge of Paul Boehme in his capacity as Senior Portfolio Manager of Seller ("Seller's Representative"), without any duty of inquiry or investigation; provided that so qualifying Seller's knowledge shall in no event give rise to any personal liability on the part of Seller's Representative or any other officer or employee of Seller, on account of any breach of any representation or warranty made by Seller herein. Such person is named solely for the purpose of defining and narrowing the scope of Seller's knowledge and not for the purpose of imposing any additional liabilities on or creating any additional duties running from such individual to Purchaser.

Notwithstanding anything contained in this Agreement to the contrary, all of the representations, warranties and certifications (collectively, the "Representations") which are made by Seller and set forth in this Agreement or in any of the documents or instruments required to be delivered by Seller under this Agreement, including, without limitation, any documents to be delivered at Closing, shall be subject to the following conditions and limitations: (i) each of the Representations shall survive Closing for a period of nine (9) months after the Closing Date, and any claim arising out of or related to the Representations with respect to which Purchaser has not given Seller written notice of the circumstances giving rise to the alleged breach on or before the date that is nine (9) months after the Closing shall be barred (Purchaser hereby waives any and all claims arising out of or relating to the Representations that are not timely noticed as provided above); (ii) in the event that prior to the time of Closing, during the course of Purchaser's inspections, studies, tests and investigations or through other sources, Purchaser gains current actual knowledge of a fact or circumstance, in writing, which, by its nature, indicates that a Representation was or has become materially untrue or inaccurate, Purchaser shall be entitled to terminate this Agreement and receive a refund of the Earnest Money and reimbursement of all third party costs actually incurred by Purchaser in connection with its due diligence investigation and proposed acquisition of the Property, not to exceed $200,000.00; and (iii) to the extent of Purchaser's

actual knowledge thereof, there shall be no liability following Closing on the part of Seller for breaches of Representations of which Purchaser had current actual knowledge at Closing.

7.2 Purchaser's Representations and Warranties. As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that:

(a) Organization and Authority. Purchaser has been duly organized and is validly existing as a Delaware limited liability company, in good standing and qualified to do business in the State of Illinois. Subject only to obtaining certain internal approvals on or before the expiration of the Due Diligence Period, Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.

(b) Conflicts and Pending Action. There is no agreement to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

(c) ERISA. Purchaser is not (i) an "employee benefit plan" (within the meaning of Section 3(3) of the ERISA) that is subject to the provisions of Title I of ERISA, (ii) a "plan" that is subject to the prohibited transaction provisions of Section 4975 of the Code or (iii) an entity whose assets are treated as "plan assets" under ERISA by reason of an employee benefit plan's or plan's investment in such entity.

(d) Compliance with International Trade Control Laws and OFAC Regulations. Purchaser (without reference to its constituent entities) is not now nor shall it be at any time prior to or at the Closing a Person named in any executive orders or lists published by OFAC as a Specially Designated National and Blocked Person.

7.3 Survival of Representations and Warranties; Parent Guaranty.

(a) The representations and warranties set forth in this Article 7 are made as of the Effective Date and are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing, but shall survive the Closing for a period of nine (9) months. Seller and Purchaser shall have the right to bring an action thereon only if Seller or Purchaser, as the case may be, has given the other party written notice of the circumstances giving rise to the alleged breach within such nine (9) month period. Each party agrees to defend and indemnify the other against any claim, liability, damage or expense asserted against or suffered by such other party arising out of the breach or inaccuracy of any such representation or warranty.

(b) Following Closing for a period of nine (9) months, Deluxe shall unconditionally and irrevocably guarantee to Purchaser the full and timely performance of Seller's obligations under this Section 7.3 (the "Seller Guaranteed Obligations"). Deluxe acknowledges and agrees that its guaranty of the Seller Guaranteed Obligations is full, absolute and unconditional, is a guaranty of performance and not merely of collection, and is in no way conditioned or contingent upon any attempt to collect from Seller, and no extension, increase, modification, amendment, waiver, consent, release or extinguishment of any Seller Guaranteed Obligation, or other change in any Seller Guaranteed Obligation, whether by agreement by the parties, decree in any bankruptcy proceeding or otherwise, will affect the continuing validity and enforceability of its guaranty, nor will such validity or enforceability be affected by any lack or validity or enforceability of any obligation of Purchaser as a result of the application of any bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity. Deluxe hereby waives, for the benefit of Purchaser, to the fullest extent permitted by applicable law, any defenses or benefits that may be derived from or afforded by law that limit the liability of or exonerate guarantors or sureties, including those which would otherwise require any election of remedies by Purchaser (other than payment of the applicable Seller Guaranteed Obligations), and further waives any notice (including notice of acceptance or nonpayment), presentment, demand, performance

protest, suit or other action as the same pertains to Seller or any of the applicable Seller Guaranteed Obligations, or any right to require Purchaser to proceed against Seller or to exhaust any security held by Purchaser, or to pursue any other remedy with respect to any of the applicable Seller Guaranteed Obligations. Deluxe has full capacity, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized and approved by Deluxe, and no other proceeding on the part of Deluxe is necessary to authorize this Agreement. This Agreement has been duly and validly executed and delivered by Deluxe. This Agreement constitutes valid and binding obligations of Deluxe, enforceable against Deluxe in accordance with its respective terms.

(c) THIS SECTION 7.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT OR THE CLOSING AND DELIVERY AND RECORDING OF THE DEED.

7.4 "AS IS". As a material inducement to Seller to enter into this Agreement and to convey the Property to Purchaser, Purchaser hereby acknowledges and agrees that, subject to Seller's representations and warranties set forth in this Agreement or in any document delivered by Seller to Purchaser at Closing, Purchaser is purchasing the Property in its existing condition, "AS-IS, WHERE-IS, WITH ALL FAULTS," and upon the Closing Date has made or has waived all inspections and investigations of the Property which Purchaser believes are necessary to protect its own interest in, and its contemplated use of, the Property. Purchaser acknowledges and agrees that, except for the covenants, representations and warranties of Seller expressly contained in this Agreement, the Property shall be sold and conveyed (and accepted by Purchaser at Closing) AS IS, WHERE IS, WITH ALL DEFECTS AND WITHOUT ANY WRITTEN OR ORAL REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW. Except as expressly otherwise provided in this Agreement, Seller makes no representation, warranty or covenant, express, implied or statutory, of any kind whatsoever with respect to the Property, including, without limitation, representation, warranty or covenant as to title, survey conditions, use of the Property for Purchaser's intended use, the condition of the Property, past or present use, development, investment potential, tax ramifications or consequences, compliance with law, present or future zoning, the presence or absence of hazardous substances, the availability of utilities, access to public road, habitability, merchantability, fitness or suitability for any purpose, or any other matter with respect to the Property (collectively, the "Condition of the Property"), all of which are, except as otherwise expressly provided in this Agreement, hereby expressly disclaimed by Seller. Except as otherwise expressly provided in this Agreement, Purchaser acknowledges that Seller has made no representation, warranty or covenant as to the Condition of the Property or compliance of the Property with any federal, state, municipal or local statutes, laws, rules, regulations or ordinances, including, without limitation, those pertaining to construction, building and health codes, land use, zoning, hazardous substances or toxic wastes or substances, pollutants, contaminants, or other environmental matters. The provisions of this Section shall survive the Closing or the termination of this Agreement indefinitely.

ARTICLE 8: DEFAULT AND REMEDIES

8.1 Seller's Default. If Seller defaults in the performance of any of its obligations, or making of any representation or warranty, under this Agreement, Purchaser agrees that Purchaser's remedies shall be limited to (i) the right to a refund of the Earnest Money and reimbursement of all third party costs actually incurred by Purchaser in connection with its due diligence investigation and proposed acquisition of the Property, not to exceed $200,000.00; or (ii) the remedy of specific performance provided that such action must be brought within three (3) months after such right of action arises; provided however, that if Seller's breach or default is of a nature that the remedy of specific performance is not a viable remedy (e.g., if Seller transfers an interest in the Property to a third-party in breach of this Agreement), then Purchaser shall be entitled to pursue any remedy available under this Agreement or available at law or in equity, including, without limitation, an action for damages, but excluding lost profits or consequential, exemplary or punitive damages.

8.2 Purchaser's Default. If Purchaser defaults in the performance of any of its obligations under this Agreement beyond all applicable notice and cure periods, then Seller's sole remedy in such event shall be to terminate this Agreement and to retain the Earnest Money as liquidated damages, Seller waiving all other rights or remedies in the event of such default by Purchaser. Purchaser and Seller have considered carefully the loss to Seller occasioned by taking the Property off the market as a consequence of the negotiation and execution of this Agreement, the expenses of Seller incurred in connection with the preparation of this Agreement and Seller's performance hereunder, and the other damages, general and special, which Purchaser and Seller realize and recognize Seller will sustain but which Purchaser and Seller agree would be impracticable or extremely difficult to calculate at this time if Purchaser

so defaults. Based on all those considerations, Purchaser and Seller agree that the Earnest Money, together with the interest thereon, represents a reasonable estimate of Seller's damages. Seller agrees to accept the Earnest Money as Seller's total damages and relief hereunder if Purchaser defaults in its obligations to close hereunder, Seller waiving all other rights and remedies. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of a default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser: (a) for specific performance of this Agreement, or (b) to recover any damages of any nature or description other than or in excess of the Earnest Money. Notwithstanding any provision herein and without limiting Seller's rights in the preceding sentences, Seller shall be entitled to all rights and remedies available at law or in equity to the extent that the damages incurred by Seller as the result of any Purchaser's breach of any representation, warranty, indemnity or other agreement contained herein which expressly survives the Closing or the termination of this Agreement exceeds the Earnest Money.

8.3 Notice of Default. Except for a party's failure to close on the Closing Date, neither party shall have the right to declare a default unless the other party shall have failed to cure such default within five (5) business days after its receipt of written notice of its failure to perform.

8.4 Other Expenses. If this Agreement is terminated due to the default of a party, then the defaulting party shall pay any fees due to the Title Company for holding the Earnest Money and any fees due to the Title Company for cancellation of the Title Commitment.

ARTICLE 9: EARNEST MONEY PROVISIONS

9.1 Investment and Use of Funds. The Title Company shall invest the Earnest Money in a government insured interest-bearing account satisfactory to Purchaser at an institution having assets of not less than $125,000,000, shall not commingle the Earnest Money with any funds of the Title Company or others, and shall promptly provide Purchaser and Seller with confirmation of the investments made. If the Closing under this Agreement occurs, the Title Company shall deliver the Earnest Money upon the instructions of, Seller and Purchaser on the Closing Date. Provided such supplemental escrow instructions are not in conflict with this Agreement as it may be amended in writing from time to time, Seller and Purchaser agree to execute such supplemental escrow instructions as may be appropriate to enable Title Company to comply with the terms of this Agreement.

9.2 Termination before Expiration of Physical Due Diligence Period or Governmental Due Diligence Period. The Purchaser shall notify the Title Company of the date that each of the Physical Due Diligence Period and the Governmental Due Diligence Period ends promptly after such date is established under this Agreement, and the Title Company may rely upon such notice. If Purchaser elects to terminate the Purchase Agreement pursuant to Section 2.2 or 2.3, the Title Company shall pay the entire Earnest Money that is refundable to Purchaser pursuant to such provision (as also detailed in the following paragraph) within one (1) business day following the Title Company's receipt of the applicable Due Diligence Termination Notice from Purchaser (as long as the current investment can be liquidated in one (1) business day), and this Agreement shall thereupon terminate. No notice to the Title Company from Seller shall be required for the release of the Earnest Money to Purchaser by the Title Company. Seller agrees it shall have no right to bring any action against the Title Company which would have the effect of delaying, preventing, or in any way interrupting the Title Company's delivery of the Earnest Money (or any refundable portion thereof) to Purchaser pursuant to this Section, any remedy of Seller being against Purchaser, not the Title Company.

For the avoidance of doubt, prior to the expiration of the Physical Due Diligence Period, the Earnest Money (less any applicable Nonrefundable Extension Earnest Money (Physical Due Diligence)) shall be released and delivered to Purchaser from Title Company upon the Title Company's receipt of a timely Physical Due Diligence Termination Notice, despite any objection or potential objection by Seller. Between the expiration of the Physical Due Diligence Period and the expiration of the Governmental Due Diligence Period, the Earnest Money (less the Physical Due Diligence Hard Earnest Money and any applicable Nonrefundable Extension Earnest Money (Governmental Due Diligence)), shall be released and delivered to Purchaser from Title Company upon the Title Company's receipt of a timely Governmental Due Diligence Termination Notice, despite any objection or potential objection by Seller.

9.3 Other Terminations. Upon a termination of this Agreement (other than as described in Section 9.2), either party to this Agreement (the "Terminating Party") may give written notice to the Title Company and the other party (the "Non-Terminating Party") of such termination and the reason for such termination. Such request shall also constitute a request for the release of the Earnest Money (or applicable portion thereof, if both parties are entitled to a portion of the Earnest Money in accordance with Section 2.2 or 2.3) to the Terminating Party. The Non-Terminating

Party shall then have five (5) business days in which to object in writing to the release of the Earnest Money to the Terminating Party. If the Non-Terminating Party provides such an objection, then the Title Company shall retain the Earnest Money until it receives written instructions executed by both Seller and Purchaser as to the disposition and disbursement of the Earnest Money, or until ordered by final court order, decree or judgment, which is not subject to appeal, to deliver the Earnest Money (or portion thereof) to a particular party, in which event the Earnest Money shall be delivered in accordance with such notice, instruction, order, decree or judgment.

9.4 Interpleader. Except as provided in Section 9.2 above, Seller and Purchaser mutually agree that in the event of any controversy regarding the Earnest Money, unless mutual written instructions are received by the Title Company directing the Earnest Money's disposition, the Title Company shall not take any action, but instead shall await the disposition of any proceeding relating to the Earnest Money or, at the Title Company's option, the Title Company may interplead all parties and deposit the Earnest Money with a court of competent jurisdiction in which event the Title Company may recover all of its court costs and reasonable attorneys' fees. Seller or Purchaser, whichever loses in any such interpleader action, shall be solely obligated to pay such costs and fees of the Title Company, as well as the reasonable attorneys' fees of the prevailing party in accordance with the other provisions of this Agreement.

9.5 Liability of the Title Company. The parties acknowledge that the Title Company is acting solely as a stakeholder at their request and for their convenience, that the Title Company shall not be deemed to be the agent of either of the parties, and that the Title Company shall not be liable to either of the parties for any action or omission on its part taken or made in good faith, and not in disregard of this Agreement, but shall be liable for its gross negligence. Seller and Purchaser shall jointly and severally indemnify and hold the Title Company harmless from and against all costs, claims and expenses, including reasonable attorneys' fees, incurred in connection with the performance of the Title Company's duties hereunder, except with respect to actions or omissions taken or made by the Title Company in bad faith, in disregard of this Agreement or involving gross negligence or willful misconduct on the part of the Escrow Agent.

9.6 Escrow Fee. Except as expressly provided herein to the contrary, the escrow fee, if any, charged by the Title Company for holding the Earnest Money or conducting the Closing shall be shared equally by Seller and Purchaser.

ARTICLE 10: MISCELLANEOUS

10.1 Indemnities. In addition to any other indemnification rights provided elsewhere in this Agreement, Seller hereby agrees to indemnify, defend (with the other party having the right to retain counsel for the purpose of participating in such defense, at its sole cost and expense) and hold Purchaser harmless against and with respect to, any and all obligations, liabilities, claims, accounts, demands, liens or encumbrances, whether direct or contingent and no matter how arising, in any way related to the Property and arising or accruing on or before the Closing Date and all costs and expenses, including reasonable attorneys' fees, related to any actions, suits or judgments incident to any of the foregoing.

10.2 Parties Bound. Neither party may assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void; provided, however, that Purchaser may assign this Agreement without Seller's consent to an Affiliate. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties. For the purposes of this Section, the term "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with the Purchaser or (b) an entity at least a majority of whose economic interest is owned by Purchaser; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

10.3 Headings. The article and section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

10.4 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be

a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

10.5 Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Real Property is located.

10.6 Survival. The provisions of this Agreement that contemplate performance after the Closing and the obligations of the parties not fully performed at the Closing shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

10.7 No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

10.8 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

10.9 Time. Time is of the essence in the performance of this Agreement.

10.10 Confidentiality. Seller agrees that the terms of the transaction contemplated by this Agreement (including without limitation, the Purchase Price and the other material economic terms of this transaction) shall be maintained in strict confidence and no disclosure, whether through press releases or any other means of publication (oral or written), of such documentation and information will be made or permitted, except to such brokers, attorneys, lenders and others as are involved in the negotiation and consummation of this transaction (collectively, the "Representatives"). In furtherance of the foregoing, Seller agrees as follows: (i) Seller shall advise each of its Representatives of the confidential nature of any documentation and information disclosed to them and of Seller's obligations under this Section; (ii) Seller shall be liable for any Representative's breach of this Section, Seller acknowledging that there may be no adequate remedy at law and that Purchaser shall have the right to seek injunctive relief; and (iii) Seller shall defend, indemnify and hold Purchaser harmless from and against any and all claims, damages, liabilities and expenses, including reasonable attorneys' fees, arising out of or resulting from a breach of this Section by Seller or any of Seller's Representatives. Notwithstanding any terms or conditions in this Agreement or any related agreement to the contrary, but subject to restrictions reasonably necessary to comply with federal or state securities laws, any person may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transaction and all materials of any kind (including opinions or other tax analyses) that are provided relating to such tax treatment and tax structure. Seller is also permitted to disclose any information otherwise deemed confidential under this Section in connection with the performance of its obligations hereunder and any litigation relating to the Property or this transaction, to its attorneys lenders, accountants, brokers and other consultants, and as may be required by applicable law. Purchaser shall not record this Agreement or any memorandum of this Agreement. The provisions of this Section 10.10 shall survive the Closing and any termination of this Agreement.

10.11 Attorneys' Fees. Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay to the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith.

10.12 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Section 1.1. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by e-mail, in which case notice shall be deemed delivered on the date when sent (provided that e-mail notices that are not received before 5:00 p.m. (CST) on a business day shall be deemed effective upon the commencement of the next business day), or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Purchaser shall be deemed given by Purchaser and notices given by counsel to the Seller shall be deemed given by Seller.

10.13 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

10.14 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included at, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. CST.

10.15 Procedure for Indemnity. The following provisions govern actions for indemnity under this Agreement. Promptly after receipt by an indemnitee of notice of any claim, such indemnitee will, if a claim in respect thereof is to be made against the indemnitor, deliver to the indemnitor written notice thereof and the indemnitor shall have the right to participate in and, if the indemnitor agrees in writing that it will be responsible for any costs, expenses, judgments, damages, and losses incurred by the indemnitee with respect to such claim, to assume the defense thereof, with counsel mutually satisfactory to the parties; provided, however, that an indemnitee shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnitor, if the indemnitee reasonably believes that representation of such indemnitee by the counsel retained by the indemnitor would be inappropriate due to actual or potential differing interests between such indemnitee and any other party represented by such counsel in such proceeding. The failure of indemnitee to deliver written notice to the indemnitor within a reasonable time after indemnitee receives notice of any such claim shall relieve such indemnitor of any liability to the indemnitee under this indemnity only if and to the extent that such failure is prejudicial to its ability to defend such action, and the omission so to deliver written notice to the indemnitor will not relieve it of any liability that it may have to any indemnitee other than under this indemnity. If an indemnitee settles a claim without the prior written consent of the indemnitor, then the indemnitor shall be released from liability with respect to such claim unless the indemnitor has unreasonably withheld such consent.

10.16 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange counterparts of the signature pages in .pdf, DocuSign, or in electronic format.

10.17 Limitation of Liability. Seller agrees that it will have no claims or causes of action against any disclosed or undisclosed, direct or indirect member, partner, principal, parent, subsidiary or other affiliate of Purchaser (the "Purchaser Protected Affiliates"), or any officer, director, manager, employee, trustee or shareholder of Purchaser or any of the Purchaser Protected Affiliates (together with the Purchaser Protected Affiliates, the "Purchaser Protected Parties"), arising out of or in connection with this Agreement or the transactions contemplated by this Agreement. Seller agrees not to sue or otherwise seek to enforce any personal obligation of Purchaser against any of the Purchaser Protected Parties with respect to any matters arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.

Purchaser agrees not to sue or otherwise seek to enforce any personal obligation of Seller against any direct or indirect member, partner, principal, parent, subsidiary or other affiliate of Seller (the "Seller Protected Affiliates") or any officer, director, manager, employee, trustee or shareholder of Seller or any of the Seller Protected Affiliates (together with the Seller Protected Affiliates, the "Seller Protected Parties"), arising out of or in connection with this Agreement or the transactions contemplated by this Agreement. Purchaser agrees not to sue or otherwise seek to enforce any personal obligation of Seller against any of the Seller Protected Parties with respect to any matters arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.

The provisions of this Section 10.17 shall survive the Closing or any termination of this Agreement.

10.18 Exclusivity. Seller covenants and agrees that it shall not (nor shall Seller permit any of its parent, members, subsidiaries, affiliates or any of its members' subsidiaries or affiliates) discuss, solicit, propose, initiate, seek, entertain, accept, negotiate, nor enter into any letter of intent or other agreement for the sale, purchase or lease of any interest in the Property with any party other than Purchaser or its affiliates during the term of this Agreement.

10.19 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Purchaser. This Section 10.19 shall survive the Closing.

[signature pages follow next]

SIGNATURE PAGE TO AGREEMENT TO PURCHASE AND SALE BY AND BETWEEN DELUXE MANUFACTURING OPERATIONS, LLC, AS SELLER, AND MIDWEST RE ACQUISITIONS, LLC, AS PURCHASER

IN WITNESS WHEREOF, Seller has executed this Agreement on the day and year written below.

SELLER:

DELUXE MANUFACTURING OPERATIONS, LLC, a Minnesota limited liability company, f/k/a as DELUXE MANUFACTURING OPERATIONS, INC., a Minnesota corporation

Signed by:
By: Jeffrey L. Cotter
Name: Jeffrey L. Cotter
Its: Chief Administrative Officer, Senior Vice President, and General Counsel
Date: 5/7/2026

JOINDER OF DELUXE

Deluxe has executed this Joinder on the day and year written below for the limited purpose of agreeing to the terms and provisions of Section 7.3(b) hereof.

DELUXE:

DELUXE CORPORATION,
a Minnesota corporation

Signed by:
By: Jeffrey L. Cotter
Name: Jeffrey L. Cotter
Its: Chief Administrative Officer, Senior Vice President, and General Counsel
Date: 5/7/2026

SIGNATURE PAGE TO AGREEMENT TO PURCHASE AND SALE BY AND BETWEEN DELUXE MANUFACTURING OPERATIONS, LLC, AS SELLER, AND MIDWEST RE ACQUISITIONS, LLC, AS PURCHASER

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the day and year written below.

PURCHASER:

MIDWEST RE ACQUISITIONS, LLC,
a Delaware limited liability company

DocuSigned by:
By: Nick Siegel
Name: Nick Siegel
Title: Vice President

Date: 5/4/2026

The Title Company has executed this Agreement in order to confirm that the Title Company shall hold the Earnest Money and the interest earned thereon, in escrow, and shall disburse the Earnest Money, and the interest earned thereon, pursuant to the provisions of Article 9.

NATIONAL LAND TENURE COMPANY, LLC

By: _____
Name: _____
Title: Edward F. Dull
VP & Senior Counsel

Dated: 5/7/26

AGREEMENT OF PURCHASE AND SALE

EXHIBITS

A	-	Legal Description of Real Property
B	-	Special Warranty Deed
C	-	Bill of Sale
D	-	Seller Lease
Schedule 2.2	-	Locations of Initial Geotechnical Testing

Docusign Envelope ID: D56526B8-0E2B-8B15-81EE-CCF3218B8D4F

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

Lot 2 of SIDNEY L. PORT'S FIRST ADDITION TO DES PLAINES, being a subdivision of part of the South East 1/4 of Section 29, Township 41 North, Range 12 East of the Third Principal Meridian, and part of the Southwest 1/4 of Section 28, Township 41 North, Range 12 East of the Third Principal Meridian, recorded as document 23892638 on April 19, 1977, in Cook County, Illinois.

EXHIBIT B

FORM OF SPECIAL WARRANTY DEED

This document was prepared by:

_____

After recording return to and mail tax bills to:

_____

This space reserved for Recorder's use only.

SPECIAL WARRANTY DEED

DELUXE MANUFACTURING OPERATIONS, LLC, a Minnesota limited liability company, f/k/a as DELUXE MANUFACTURING OPERATIONS, INC., a Minnesota corporation ("**Grantor**"), for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration in hand paid to the undersigned by _____, a(n) _____ ("**Grantee**"), whose mailing address is _____, the receipt and sufficiency of such consideration being hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY with special warranty covenants unto Grantee, and its successors and assigns, FOREVER, all of the following described real estate situated in the County of Cook and State of Illinois unto Grantee that certain real property being more particularly described in **Exhibit A** attached hereto and made a part hereof for all purposes (the "**Property**"); subject, however, to those matters described in **Exhibit B** attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and its successors and assigns and to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whosoever lawfully claiming, or claim the same, or any part thereof, by through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the undersigned has made, executed and delivered this Special Warranty Deed as of this ___ day of _____, _____.

DELUXE MANUFACTURING OPERATIONS, LLC, a Minnesota limited liability company, f/k/a as DELUXE MANUFACTURING OPERATIONS, INC., a Minnesota corporation

By: _____
Name: _____
Its: _____

Docusign Envelope ID: D56526B8-0E2B-8B15-81EE-CCF3218B8D4F

STATE OF ILLINOIS)
) SS:
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the 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, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

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

Place Notarial Seal Here

_____
Notary Public

Permanent Real Estate Index Number(s): _____

Address of Real Estate:

_____
_____
_____
_____

EXHIBIT A [to Exhibit B]

Property

[confirm final legal description]

PIN:

COMMON ADDRESS:

Docusign Envelope ID: D56526B8-0E2B-8B15-81EE-CCF3218B8D4F

EXHIBIT B [to Exhibit B]

Permitted Exceptions

[To be attached]

EXHIBIT C

FORM OF BILL OF SALE

BILL OF SALE, ASSIGNMENT OF SERVICE CONTRACTS AND INTANGIBLE PERSONAL PROPERTY

THIS BILL OF SALE, ASSIGNMENT OF SERVICE CONTRACTS AND INTANGIBLE PERSONAL PROPERTY is made as of the _____ day of _____, _____, by and between **DELUXE MANUFACTURING OPERATIONS, LLC**, a Minnesota limited liability company, f/k/a as DELUXE MANUFACTURING OPERATIONS, INC., a Minnesota corporation ("Assignor"), and _____, a _____ ("Assignee").

W I T N E S S E T H:

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, assigns and conveys to Assignee the following:

a. All right, title and interest of Assignor in and to all HVAC, fixtures, carpeting and window treatments, owned by Seller, and Seller's interest in any such property leased by Seller now or hereafter located in and used in connection with the operation, ownership or management of the Real Property (collectively, "Tangible Personal Property") located on that certain land and improvements located in the County of Cook, State of Illinois, as more particularly described in Exhibit A attached hereto and made a part hereof ("Real Property").

b. To the extent assignable, all right, title and interest of Assignor in and to all intangible personal property related to the Real Property, the Improvements and the operation thereof, but not to the extent relating to Assignor's business operations or Assignor's customers, including, without limitation (i) all warranties and guaranties (whether express or implied) from contractors, subcontractors, architects, engineers, design professionals, manufacturers, material and labor suppliers and any other parties involved in the design or construction of the Real Property (collectively, the "Construction Parties"), any contract rights against any Construction Parties, and all causes of action and choses in action against any Construction Parties; (ii) all governmental permits, licenses, zoning reviews, approvals, certificates and authorizations pertaining to the Real Property or the use or occupancy thereof (except for any that concern Assignor's business operations, which shall be excluded, notwithstanding anything to the contrary); (iii) all surveys, studies, reports, blueprints, drawings, plans and specifications (including, without limitation, structural, HVAC, mechanical and plumbing plans and specifications) and other documentation for or with respect to the condition, development, construction or operation of the Real Property or any part thereof, along with all soil tests, environmental report and appraisals, and (iv) all Service Contracts (as defined in the Purchase Agreement) (collectively, the "Intangible Personal Property").

2. This Bill of Sale, Assignment of Service Contracts and Intangible Personal Property is given pursuant to that certain Agreement of Purchase and Sale (as amended, the "Purchase Agreement") dated as of _____, between Assignor and Assignee's predecessor-in-interest, providing for, among other things, the conveyance of the Tangible Personal Property and Intangible Personal Property.

3. Assignee hereby accepts the assignment of the Tangible Personal Property and the Intangible Personal Property and agrees to assume and discharge, in accordance with the terms thereof, all of the obligations thereunder from and after the date hereof.

5. Assignee agrees to indemnify and hold harmless Assignor from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignee's failure to perform any of the foregoing obligations arising from and accruing on or after the date hereof.

6. Assignor agrees to indemnify and hold harmless Assignee from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignor's failure to perform any of the obligations of Assignor related to the Tangible Personal Property or the Intangible Personal Property, to the extent accruing prior to the date hereof.

7. This Bill of Sale, Assignment of Service Contracts and Intangible Personal Property may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the day and year first written above.

ASSIGNOR:

DELUXE MANUFACTURING OPERATIONS, LLC, a Minnesota limited liability company, f/k/a as DELUXE MANUFACTURING OPERATIONS, INC., a Minnesota corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____

By: _____
Name: _____
Title: _____

Exhibit A Real Property

Exhibit A [to Exhibit C]

Real Property

[to be confirmed prior to closing]

PIN:

COMMON ADDRESS:

EXHIBIT D

FORM OF SELLER LEASE

[attached]

4931-3065-9983, v. 8

INDUSTRIAL LEASE

1600 East Touhy Avenue
Des Plaines, Illinois

BASIC TERMS:

This Section 1 contains the Basic Terms of this lease (this "**Lease**") between Landlord and Tenant, as each is named below. Other Sections of the Lease referred to in this Section explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

1.1 **Effective Date of Lease**: _____, 2026.

1.2 **Landlord:** [___], a [_____].

1.3 **Tenant: DELUXE CORPORATION**, a Minnesota corporation.

1.4 **Premises:** The entirety of the building located at 1600 East Touhy Avenue, Des Plaines, Illinois (the "**Building**"), which contains approximately 190,000 rentable square feet, and the entirety of the remainder of the Property (defined below) and all improvements thereon, including but not limited to all parking areas, driveways, sidewalks, loading areas, access roads, corridors, landscaping and planted areas. The Building and the Property (defined below) are herein collectively referred to as the "**Premises**". The Premises are depicted on Exhibit A-1.

1.5 **Property**: The real property upon which the Building is located as legally described on Exhibit A.

1.6 **Lease Term:** Commencing on the Effective Date of Lease and expiring on December 31, 2027 ("**Expiration Date**").

1.7 **Permitted Use:** A full color printingfacility, and industrial, manufacturing, office and warehouse uses related thereto, and for no other use without the prior written consent of Landlord in its sole discretion.

1.8 Tenant's Guarantor: None.

1.9 Brokers: None.

1.10 Security Deposit: None

1.11 **Initial Estimated Additional Rent:** $[_____] per month, plus sales tax (if applicable).

1.12 Tenant's Proportionate Share: 100%.

2. **EXHIBITS AND SCHEDULES**. The following exhibits are attached hereto and made a part of this Lease:

Exhibit A	Legal Description of the Property
Exhibit A-1	Depiction of Premises
Exhibit B	Rules and Regulations
Exhibit C	Tenant Operations Inquiry

3. **LEASE OF PREMISES; RENT**.

3.1 **Lease of Premises for Lease Term**. In consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

Landlord hereby leases the Premises to Tenant, and Tenant hereby rents the Premises from Landlord, for the Term and subject to the conditions of this Lease.

3.2 Types of Rental Payments. Net base rent (the "**Base Rent**") shall be equal to $125,000.00 per each month of the Term. Tenant shall be responsible for (a) all Operating Expenses (hereinafter defined) and (b) any other amounts owed by Tenant hereunder (the sums described in (a) and (b), collectively, **"Additional Rent"**). In the event any Additional Rent is not paid within seven (7) calendar days of the date when due, a late charge in an amount equal to five percent (5%) of the then-delinquent installment of either or both (as applicable) Additional Rent (the "**Late Charge**") shall be imposed with respect to the then-delinquent Rent payment. For purposes of this Lease, the Late Charge, Default Interest (as defined in Section 22 below), Base Rent and Additional Rent shall collectively be referred to as "**Rent.**" All Rent shall be paid by Tenant to Landlord, by ACH pursuant to written instructions by Landlord, or pursuant to such other directions as Landlord shall designate in this Lease or otherwise in writing.

3.3 Covenants Concerning Rental Payments. Tenant shall pay the Rent promptly when due, without notice or demand, and without any abatement, deduction or setoff. No payment by Tenant, or receipt or acceptance by Landlord, of a lesser amount than the correct Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed an accord or satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance due or to pursue any other remedy available to Landlord.

4. OPERATING EXPENSES.

4.1 Definitional Terms Relating to Additional Rent. For purposes of this Section and other relevant provisions of the Lease:

4.1.1 Operating Expenses. The term "**Operating Expenses**" shall mean all costs and expenses paid or incurred by Landlord with respect to, or in connection with, the ownership, repair, replacement, restoration, maintenance and operation of the Property. Operating Expenses will only include the following: (i) Intentionally Deleted; (ii) the costs that Landlord incurs to procure and maintain the insurance coverages that are described in Section 11.1 below; and the amount of any deductible(s) if and to the extent a loss(es) is incurred and the applicable insurer(s) applies the deductible before making payment of any available insurance proceeds; (iv) Intentionally Deleted; (vi) Intentionally Deleted; (vii) Taxes, (as hereinafter defined); (viii) Intentionally Deleted (ix) [any real estate taxes and common area maintenance expenses levied against, or attributable to, the Property under any declaration of covenants, conditions and restrictions, reciprocal easement agreement or comparable arrangement that encumbers and benefits the Property and other real property (e.g., a business park) in effect as of the Effective Date]; (x) the cost of all supplies, tools, materials and equipment utilized in the ownership and operation of the Property, and any applicable sales and other taxes thereon; (xi) amounts charged by any or all of contractors, materialmen and suppliers for services, materials and supplies furnished by Landlord in connection with any or all of the operation, repair and maintenance of any part of the Property including, without limitation, the structural elements of the Property, and (x) all costs and expenses incurred by Landlord to maintain or repair all or any of the Property.

Landlord and Tenant acknowledge that, except as otherwise expressly provided to the contrary in this Lease, it is the intent and agreement of Landlord and Tenant that this Lease be a "net" lease and that, as such, the provisions contained in this Lease are intended to pass through to Tenant, or reimburse Landlord for, all costs and expenses associated with this Lease, and the ownership and operation of the Premises, the Building, including, without limitation, all costs and expenses in connection with the ownership, management, maintenance, security, repair, replacement, restoration or operation thereof. To the extent such costs and expenses payable by Tenant cannot be charged directly to, and paid by, Tenant, such costs and expenses shall be paid be Landlord, but reimbursed by Tenant as Additional Rent and as provided in this Lease.

4.1.2 **Taxes**. The term "**Taxes**," shall mean (i) all governmental taxes, assessments, fees and charges of every kind or nature (other than Landlord's income taxes), whether general, special, ordinary or extraordinary, due at any time or from time to time, during the Term and any extensions thereof, in connection with the ownership, leasing, or operation of the Property, or of the personal property and equipment located therein or used in connection therewith; (ii) any reasonable expenses incurred by Landlord in reviewing and contesting either or both of (x) such taxes or assessments and (y) the assessed value of the Property; and (iii) sewer and water rents, rates and charges and other governmental levies, impositions or charges, whether general, special, ordinary, extraordinary, foreseen or unforeseen (including, but not limited to, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent), that are assessed, levied or imposed upon all or any part of the Property. For purposes hereof, Tenant shall be responsible for the payment of its Proportionate Share of all Taxes that are due and payable at any time during the Term, regardless of when such Taxes may have accrued (it being understood that Tenant shall be responsible for its Proportionate Share of Taxes on a so-called "cash" basis, as opposed to a so-called "accrual" basis). Taxes attributable to the first and last years of this Lease shall be pro-rated between Landlord and Tenant, with Tenant being responsible for Taxes owed during the Term (including, without limitation, any holdover period, whether permitted or unpermitted) and Landlord being responsible for Taxes owed after the expiration or earlier termination of the Term. Such obligation shall survive the termination or expiration of this Lease.

Taxes shall not include corporate franchise, or estate, inheritance or net income tax, or tax imposed upon any transfer by Landlord of its interest in this Lease or the Property. In the case of special assessments against the Property which may be paid in installments, only the installment, plus any interest, payable during the applicable calendar year shall be included in Taxes.

4.2 **Payment of Operating Expenses.** Tenant shall pay, as Additional Rent and in accordance with the requirements set forth herein, all Operating Expenses for the Property. Additional Rent commences to accrue upon the Commencement Date. The Tenant's Proportionate Share of Operating Expenses payable hereunder for the Operating Years in which the Term begins and ends shall be prorated to correspond to that portion of said Operating Years occurring within the Term. Tenant's Proportionate Share of Operating Expenses and any other sums due and payable under this Lease shall be adjusted upon receipt of the actual bills therefor, and the obligations of this Section shall survive the termination or expiration of the Lease.

4.3 **[Intentionally Omitted].**

5. **USE OF PREMISES AND COMMON AREAS; SIGNAGE; SECURITY DEPOSIT**.

5.1 **Use of Premises and Property**. The Premises shall be used by the Tenant for the Permitted Use and for no other purpose whatsoever. Immediately prior to the date of this Lease, Tenant was the fee title holder, operator and occupant of the Premises, and accordingly LANDLORD DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PREMISES, (B) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH TENANT MAY CONDUCT THEREON OR THAT THE PERMITTED USE IS PERMITTED BY LAW, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (D) THAT THE PREMISES HAS UTILITY SERVICES PROVIDING A CAPACITY THAT TENANT SHALL DEEM SUITABLE AND APPROPRIATE FOR ITS BUSINESS OPERATIONS, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PREMISES, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PREMISES, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY, THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION,

POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PREMISES OF HAZARDOUS MATERIALS OR SUBSTANCES. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. Tenant shall not, at any time, use or occupy, or suffer or permit anyone to use or occupy, the Premises, or do or permit anything to be done in the Premises or the Property, in any manner that may (a) violate any "Certificate of Occupancy" (or comparable permit or license) for either or both of the Premises and the Property; (b) cause, or be liable to cause, injury to, or in any way impair the value or proper utilization of, all or any portion of the Property or any equipment, facilities or systems therein; (c) constitute a violation of the requirements of any Laws, the requirements of insurance bodies or the rules and regulations of the Property, including, but not limited to, any private covenant, condition or restriction encumbering the Property (collectively, "**Easements**"); (d) exceed the load bearing capacity of the floor of the Premises; or (e) impair the character, reputation or appearance of the Property.

5.2 Signage. Tenant shall not affix any sign of any size or character to any portion of the Premises, without prior written approval of Landlord in its sole discretion, and then only in compliance with all applicable Laws, Easements and Landlord's list of signage specifications; provided, however, the signage existing on the date of this Lease shall be deemed approved. At Tenant's option, Tenant may remove all signs of Tenant upon the expiration or earlier termination of this Lease.

5.3 Parking. Subject to the terms and conditions of this Lease, throughout the Term, at no additional cost to Tenant, Tenant shall have the exclusive use of all parking spaces and loading docks serving the Premises.

6. CONDITION AND DELIVERY OF PREMISES. Tenant agrees that Tenant is currently in possession of the Premises, is familiar with the condition of both the Premises and the Property, and Tenant hereby accepts the foregoing on an "AS-IS," "WHERE-IS" basis, and without any warranty as to the condition thereof. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Tenant took possession thereof. Tenant acknowledges that neither Landlord, nor any representative of Landlord, has made any representation or warranty as to the condition of the foregoing or the suitability of the foregoing for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of the foregoing. Landlord shall not be obligated to make any repairs, replacements or improvements (whether structural or otherwise) of any kind or nature to the foregoing in connection with, or in consideration of, this Lease.

7. SUBORDINATION; ESTOPPEL CERTIFICATES; ATTORNMENT.

7.1 Subordination and Attornment. This Lease is and shall be subject and subordinate at all times to (a) all ground leases or underlying leases that may now exist or hereafter be executed affecting either or both of the Premises and the Property and (b) any mortgage or deed of trust that may now exist or hereafter be placed upon, and encumber, any or all of (x) the Property; (y) any ground leases or underlying leases for the benefit of the Property; and (z) all or any portion of Landlord's interest or estate in any of said items. Notwithstanding the foregoing, Landlord shall have the right to subordinate or cause to be subordinated (to this Lease) any such ground leases or underlying leases that benefit the Property or any such mortgage or deed of trust liens to this Lease. Tenant shall execute and deliver, within ten (10) days of Landlord's request, and in the form reasonably requested by Landlord (or its lender), any documents evidencing the subordination of this Lease. Tenant hereby covenants and agrees that Tenant shall attorn to any successor to Landlord.

7.2 Estoppel Certificate. Tenant agrees, from time to time and within ten (10) days after request by Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating such matters pertaining to this Lease as may be reasonably requested by Landlord. Failure by Tenant to timely execute and deliver such certificate shall constitute a Default, as defined below (without any obligation to provide any notice thereof or any opportunity to cure such failure to timely perform). Landlord and Tenant intend that any statement delivered pursuant to this Section 7.2 may be relied upon by Landlord, any prospective purchaser or mortgagee

of the Property or of any interest therein, or any other Landlord designee, and their respective successors and assigns.

7.3 Transfer by Landlord. In the event of a sale or conveyance by Landlord of the Property, the same shall operate to release Landlord from any future liability for any of the covenants or conditions, express or implied, herein contained in favor of Tenant and first arising or accruing after the effective date of Landlord's transfer of its interest in the Premises, and in such event Tenant agrees to look solely to Landlord's successor in interest ("**Successor Landlord**") with respect thereto and agrees to attorn to such successor.

8. QUIET ENJOYMENT. Subject to the provisions of this Lease, so long as Tenant pays all of the Rent and performs all of its other obligations hereunder, Tenant shall not be disturbed in its possession of the Premises by Landlord or any other person lawfully claiming through or under Landlord; provided, however, in addition to Landlord's rights under this Lease, Landlord and Landlord's agents, employees, contractors and representatives shall be provided reasonable access to the Premises as Landlord determines is reasonable necessary. This covenant shall be construed as a covenant running with the Property and is not a personal covenant of Landlord.

9. NO ASSIGNMENT AND SUBLETTING. Tenant shall not (a) assign (whether directly or indirectly), in whole or in part, this Lease, or (b) allow this Lease to be assigned, in whole or in part, by operation of law or otherwise, or (c) mortgage Tenant's interest in either or both of the Premises and this Lease or pledge its interest in this Lease, or (d) sublet the Premises, in whole or in part, without (in the case of any or all of (a) through (d) above) the prior written consent of Landlord (and Landlord's lender, if applicable), in Landlord's sole discretion. Notwithstanding anything to the contrary in this Lease, however, Tenant may, without Landlord's consent but upon thirty (30) days advance written notice to Landlord, assign or sublease all of Tenant's interest in this Lease to (a) an entity controlling, controlled by, or under common control with Tenant, or (b) any corporation, limited partnership, limited liability partnership, limited liability company or other business entity which purchases all or substantially all of the stock, membership interest, ownership interest or assets of Tenant used in connection with the business conducted at the Premises, or in which or with which Tenant, or its corporate successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions governing merger and consolidation of business entities, so long as (A) Tenant's obligations hereunder are assumed by the entity surviving such merger or created by such consolidation; and (B) the Tangible Net Worth (hereinafter defined) of the surviving or created entity is not less than the Tangible Net Worth of Tenant as of the date of execution of this Lease (a "**Permitted Transferee**"). Tenant shall remain jointly and severally liable with Permitted Transferee for all obligations of "Tenant" under this Lease. **"Tangible Net Worth"** means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("**GAAP**"), excluding, however, from the determination of total assets all assets which would be classified as intangible assets under GAAP including goodwill, licenses, patents, trademarks, trade names, copyrights, and franchises.

10. COMPLIANCE WITH LAWS.

10.1 Compliance with Laws. Tenant shall, at its sole expense (regardless of the cost thereof), comply with all local, state and federal laws, statutes, rules, ordinances, regulations, administrative orders, codes and requirements now or hereafter in force by any governmental authority having jurisdiction over the Property, and all judicial and administrative decisions in connection with the enforcement thereof (collectively, "**Laws**"), pertaining to any or all of the Property, the Premises and Tenant's use and occupancy thereof, and including, but not limited to, all Laws concerning or addressing matters of an environmental nature. The foregoing obligation shall include, but not be limited to, Tenant's obligation to timely comply with any obligations imposed under the Americans With Disabilities Act (as it may be modified or amended from time to time), if and to the extent that such compliance is required because of, or due to, Tenant occupancy of the Premises. Tenant represents and warrants to Landlord that it has all licenses or permit required for the conduct of Tenant's business in the Premises, and Tenant shall maintain such license or permit in good standing throughout the Term. Tenant shall give prompt written notice to Landlord of any written notice it receives of the alleged violation of any Law or requirement of any governmental or administrative authority with respect to either or both of the Premises and the use or occupation thereof. The judgment of any court of competent jurisdiction (or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party thereto or not),

that any such Law pertaining to the Premises has been violated by Tenant or any Tenant Parties (defined below), shall be conclusive of that fact as between Landlord and Tenant.

10.2 Hazardous Materials; ISRA.

10.2.1 If, at any time or from time to time during the Term (or any extension thereof), any Hazardous Material (defined below) is generated, transported, stored, used, treated or disposed of at, to, from, on or in either or both of the Premises and the Property by, or as a result of any act or omission of, any or all of Tenant and any or all of Tenant's Parties: (i) Tenant shall, at its own cost, at all times comply (and cause all Tenant's Parties to comply) with all Laws relating to Hazardous Materials now or hereinafter in effect (collectively, "**Environmental Laws**"), and Tenant shall further, at its own cost, obtain and maintain in full force and effect at all times all permits and other approvals required in connection therewith; (ii) Tenant shall promptly provide Landlord with complete copies of all communications, permits or agreements with, from or issued by any governmental authority or agency (federal, state or local) or any private entity relating in any way to the presence, release, threat of release, or placement of Hazardous Materials on or in the Premises or any portion of the Property, or the generation, transportation, storage, use, treatment, or disposal at, on, in or from the Premises, of any Hazardous Materials; (iii) Landlord and its respective agents and employees shall have the right to either or both (x) enter the Premises and (y) conduct appropriate tests (including, without limitation, Phase I and II environmental site assessments), at Tenant's expense, for the purposes of ascertaining Tenant's compliance with all applicable Laws or permits relating in any way to the generation, transport, storage, use, treatment, disposal or presence of Hazardous Materials on, at, in or from all or any portion of either or both of the Premises and the Property; and (iv) upon written request by Landlord, Tenant shall cause to be performed, and shall provide Landlord with the results of, reasonably appropriate tests of air, water or soil to demonstrate that Tenant complies with all applicable Laws or permits relating in any way to the generation, transport, storage, use, treatment, disposal or presence of Hazardous Materials on, at, in or from all or any portion of either or both of the Premises and the Property. At Tenant's sole cost, Tenant will at all times during the Term (and at all times thereafter that Tenant remains in possession of the Premises) take all reasonable measures to prevent the release or discharge of Hazardous Materials at or from the Premises, which measures shall include, but are not limited to, making regular inspections of all areas, containers and apparatus in which Hazardous Materials are stored, used, generated or otherwise present, and installing and maintaining appropriate containment and secondary containment devices. This **Section 10.2** does not authorize the generation, transportation, storage, use, treatment or disposal of any Hazardous Materials at, to, from, on or in the Premises in contravention of this **Section 10**. Tenant covenants to investigate, clean up and otherwise remediate, at Tenant's sole expense, any release of Hazardous Materials caused, contributed to, or created by any or all of (A) Tenant and (B) any or all of Tenant's officers, directors, members, managers, partners, invitees, agents, employees, contractors or representatives (each a "**Tenant Party**", and collectively, "**Tenant's Parties**") during the Term. Such investigation and remediation shall be performed only after Tenant has obtained Landlord's prior written consent; provided, however, that Tenant shall be entitled to respond (in a reasonably appropriate manner) immediately to an emergency without first obtaining such consent, if Tenant promptly thereafter delivers to Landlord written notice of the emergency and the action taken to remedy it. As used here, "emergency" shall mean imminent danger of injury to persons or material damage to property. All remediation shall be performed in strict compliance with Laws and to the reasonable satisfaction of Landlord. Tenant shall not enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to any Hazardous Materials in any way connected to the Premises without first obtaining Landlord's prior written consent (which consent may be given or withheld in Landlord's sole discretion) and affording Landlord the reasonable opportunity to participate in any such proceedings. As used herein, the term, "**Hazardous Materials**," shall mean (i) all pollutants, contaminants, or substances as those substances are included within the definitions of hazardous substances, pollutants, contaminants, hazardous materials, toxic substances, or solid waste in any of the Environmental Laws, or listed, described, or regulated under any of the Environmental Laws, found to be harmful to persons or the environment, or the release of which is controlled or regulated, specifically including, but not limited to, all pollutants and any contaminant, "hazardous substance", "hazardous material", or "hazardous waste" as such terms are defined under any applicable law, including but not limited to, Environmental Laws, all

applicable laws of the State of Illinois, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., and the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. (and for each such statute, any amendatory, supplementary, or superseding legislation, and for all statutes, the regulations promulgated thereunder as same may be amended from time to time) and the common law; (ii) any material, physical waste, or substance which is: (1) regulated as a "biohazard" pursuant to 29 C.F.R. 1910.1030 (g)(1)(i)(A); (2) asbestos or which contains asbestos; (3) pesticides or which contains a pesticide as defined under appliable laws of the State of Illinois.; (4) polychlorinated biphenyls or which contain the same, including transformers or other equipment containing dielectric fluid; (5) designated as a hazardous substance pursuant to Section 311 of the Clean Water Act, or listed pursuant to Section 307 of the Clean Water Act; (6) hydrocarbons, oil or petroleum, petroleum products, petroleum distillate, or petroleum byproducts; (7) explosives; (8) radioactive materials; and (9) urea formaldehyde and (iii) any and all wastes (whether solid, liquid or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future Environmental Laws, including, but not limited to, microbial matter, petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, and explosives.

10.2.2 Tenant represents and warrants to Landlord that, to its knowledge, Tenant is currently in compliance with all applicable Environmental Laws and that there are no pending or threatened notices of deficiency, notices of violation, orders, or judicial or administrative actions involving alleged violations by Tenant of any Environmental Laws. Tenant, at Tenant's sole cost and expense, shall be responsible for obtaining all permits or licenses or approvals required under Environmental Laws and necessary for Tenant's operation of its business on the Premises ("**Environmental Permits**") and shall make all notifications and registrations that are relevant to its tenancy under this Lease and required by any applicable Environmental Laws. Tenant, at Tenant's sole cost and expense, shall at all times comply with the terms and conditions of all such Environmental Permits and with any other applicable Environmental Laws. Tenant represents and warrants that it has obtained all such Environmental Permits and made all such notifications and registrations required by any applicable Environmental Laws necessary for Tenant's operation of its business on the Premises. Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the Premises, on the Building, or the Property without the prior written consent of Landlord in its sole discretion; provided, however, that the (x) consent of Landlord shall not be required for the use at the Premises of cleaning supplies, toner for photocopying machines and other similar materials, in containers and quantities reasonably necessary for, and consistent with, normal and ordinary use by Tenant in the routine operation or maintenance of Tenant's office equipment or in the routine janitorial service, cleaning and maintenance for the Premises; and (y) Tenant may utilize such Hazardous Materials in, at and on the Premises as are specifically disclosed on the Tenant Operations Inquiry (as defined below) form, unless upon delivery thereof, Landlord specifically and expressly objects, in its reasonable discretion, and in writing, to any Hazardous Materials disclosed on the Tenant Operations Inquiry form. For purposes of the foregoing, Landlord shall be deemed to have reasonably withheld consent if Landlord determines that the presence of such Hazardous Material within the Premises could result in a risk of harm to person or property or otherwise negatively affect the value or marketability of the Building or the Property. Regardless of any consents granted by Landlord to Tenant and allowing Hazardous Materials upon the Premises, under no circumstances whatsoever may Tenant cause or permit any release of Hazardous Materials by Tenant or the Tenant Parties. Additionally, regardless of any consents granted by Landlord, to Tenant, and allowing Hazardous Materials upon the Premises, under no circumstances whatsoever may Tenant cause or permit any or all of (1) any activity on the Premises which would cause the Premises to become subject to regulation as a hazardous waste treatment, storage or disposal facility under applicable Environmental Laws, (2) any activity on the Premises which would cause the Premises, the Building, or the Property to become subject to any lien imposed under, or as a result of, any Environmental Law, (3) the discharge of Hazardous Materials into the storm sewer system serving the Property, and (4) the installation of any underground tank, oil/water separator, sump pump, or underground piping on or under the Premises.

On or before the Effective Date, Tenant has completed and delivered to Landlord the Tenant Operations Inquiry form attached hereto and incorporated herein as Exhibit C ("**Tenant Operation Inquiry**"); Tenant completed such form based upon the nature of Tenant's proposed business operations at the Premises, and Tenant acknowledges that Landlord shall and will rely upon Tenant's completed Tenant Operations Inquiry form. From time to time during the Term (but no more often than once in any twelve-month period unless Tenant is in default hereunder or unless Tenant assigns this Lease or subleases all or any portion of the Premises, whether or not in accordance with this Section), Tenant shall provide an updated and current Tenant Operations Inquiry form upon Landlord's request.

10.2.3 In addition to all other rights and remedies available to Landlord under this Lease or otherwise, Landlord may, in the event of a breach of the requirements of this Section 10.2 that is not cured within 30 days following notice of such breach by Landlord, require Tenant to provide financial assurance (such as escrow of funds or third party guarantee) in an amount and form satisfactory to Landlord. The requirements of this Section 10.2 are in addition to and not in lieu of any other provision in this Lease.

10.2.4 The undertakings, covenants and obligations imposed on Tenant under this **Section 10.2** shall survive the termination or expiration of this Lease.

11. INSURANCE.

11.1 Insurance to be Maintained by Landlord. Landlord shall maintain: (a) "all-risk" (special form or equivalent) property insurance policy covering the Property (at its full replacement cost), but excluding Tenant's personal property; (b) commercial general liability insurance covering Landlord for claims arising out of liability for bodily injury, death, personal injury, advertising injury and property damage occurring in and about the Property and otherwise resulting from any acts and operations of Landlord, its agents and employees; (c) business income/rental value insurance; and (d) any other insurance coverage deemed appropriate by Landlord or required by Landlord's lender. All of the coverages described in (a) through (d) shall be determined from time to time by Landlord, in its sole discretion. All insurance maintained by Landlord shall be in addition to and not in lieu of the insurance required to be maintained by the Tenant. The requirements of this **Section 11.1** are referred to as the "**Landlord Insurance Requirements**". If any increase in the cost of any insurance on the Premises, Building or Property is caused by Tenant's use of the Premises, then Tenant shall pay the amount of such increase to Landlord, as Additional Rent.

11.2 Insurance to be Maintained by Tenant. Tenant shall purchase, at its own expense, and keep in force at all times from and after the date of this Lease, the policies of insurance set forth below (collectively, "**Tenant's Policies**"). All Tenant's Policies shall (a) be issued by an insurance company with a Best's rating/financial size category of A/VIII or better and otherwise reasonably acceptable to Landlord and shall be licensed to do business in the state in which the Property is located; (b) provide that said insurance shall not be canceled or materially modified unless thirty (30) days' prior written notice (ten (10) days for non-payment of premium) shall have been given to Landlord; (c) provide for deductible amounts that are reasonably acceptable to Landlord (and its lender, if applicable) and (d) otherwise be in such form, and include such coverages, as Landlord may reasonably require. The Tenant's Policies described in (i) and (ii) below shall (1) provide coverage on an occurrence basis; (2) name Landlord, its lender, if applicable, BDP Services, LLC, Bridge Development Partners, LLC and Landlord's property manager, if Landlord so requests, as additional insureds; (3) provide coverage, to the extent insurable, for the indemnity obligations of Tenant under this Lease; (4) contain a separation of insured parties provision; (5) be primary, not contributing with, and not in excess of, coverage that Landlord may carry; and (6) provide coverage with no exclusion for a pollution incident arising from a hostile fire. Certificates of Insurance and applicable endorsements, including, without limitation, an "Additional Insured Managers or Landlords of Premises" endorsement shall be delivered to Landlord prior to the Effective Date of Lease and renewals thereof shall be delivered to Landlord's notice addresses at least thirty (30) days prior to the applicable expiration date of each Tenant's Policy, and Tenant shall provide copies of all policies if requested by Lender. In the event that Tenant fails, at any time or from time to time, to comply with the requirements of the preceding sentence, Landlord may (x) order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant to Landlord upon demand, as Additional Rent or (y) impose on Tenant, as Additional Rent, a monthly delinquency fee, for each month during which Tenant fails

to comply with the foregoing obligation, in an amount equal to ten percent (10%) of the Base Rent then in effect. In the event of any incident which could give rise to a claim under the insurance policies described in this Section, Tenant shall advise Landlord in writing within twenty-four (24) hours, providing as much detail about the incident as is known at the time. Following such initial notice, and at Landlord's request, Tenant shall promptly provide Landlord any documents or information requested by Landlord related to the incident. Tenant shall provide written notice to Landlord in accordance with this Lease prior to the cancelation or material modification of any of Tenant's Policies.

Tenant shall purchase and maintain, throughout the Term, a Tenant's Policy(ies) of (i) commercial general liability insurance, including personal injury, property damage, and product liability, covering the Premises and all operations of the Tenant in or about the Premises, in the amount of not less than $2,000,000.00 per occurrence, and $5,000,000.00 annual general aggregate, per location, and umbrella liability insurance in an amount not less than $10,000,000.00 (these limits may be achieved by a combination of a primary policy and an excess or umbrella liability policy); (ii) business auto liability insurance covering Tenant, against any personal injuries or deaths of persons and property damage based upon or arising out of the ownership, use, occupancy or maintenance of a motor vehicle at the Premises and all areas appurtenant thereto in the amount of not less than $1,000,000, combined single limit; (iii) "all-risk" (special form or equivalent) property insurance covering Tenant's personal property (at its full replacement cost), and damage to other property resulting from any acts or operations of Tenant; (iv) workers' compensation and employer's liability insurance per the applicable state statutes covering all employees of Tenant, with the employer's liability portion thereof to have minimum limits of $500,000.00; (v) loss of income and extra expense insurance in amounts as will reimburse Landlord for loss of rents for a period of not less than 18 months, attributable to both (x) all perils included in the "all risk" property insurance policy required pursuant to clause (iii) above and (y) prevention of access to the Premises as a result of such perils; and (vi) if Tenant handles, stores or utilizes Hazardous Materials in its business operations, pollution legal liability insurance with limits acceptable to Landlord. Any policy proceeds from the "all-risk" property insurance shall be held in trust by Tenant's insurance company for the repair, construction and restoration or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the casualty provisions of this Lease.

11.3 Waiver of Subrogation. Notwithstanding anything to the contrary in this Lease, each of Landlord and Tenant hereby waives any and all claims against the other for Losses to the extent they are insured against or required to be insured against under this Lease; including, but not limited to, Losses, deductibles or self-insured retentions covered by Landlord's or Tenant's commercial property, business income/extra expense/rental value insurance, commercial general liability, business auto liability, workers' compensation or employers' liability policies. The risk to be borne by each of Landlord and Tenant shall also include the satisfaction of any deductible (or self-insured retention) amounts required amounts to be paid under the applicable insurance carried by the party incurring the Loss, and each of Landlord and Tenant agrees that the other shall not be responsible for satisfaction of such deductible (or self-insured amount); provided, however, that this limitation will not preclude Landlord from including deductibles it incurs as an Operating Expense as described above. The waivers set forth in this **Section 11.3** shall apply if the damage would have been covered by a normal and customary "all risks" or "special form" property insurance policy, even if the party suffering the damage fails to maintain such coverage. Each of Landlord's and Tenant's respective insurance policies shall include a waiver of all rights of subrogation by the insurance carrier against the other party, its agents and employees. The requirements set forth in **Sections 11.2**, and **11.3** are collectively referred to as the **"Tenant Insurance Requirements".**

12. NO ALTERATIONS. Tenant shall not make alterations or improvements in and to the Premises without the prior written consent of Landlord in its reasonable discretion; provided, that if any requested alterations or improvements will affect the structure or systems of the Premises, then such consent may be withheld by Landlord in its sole discretion.

13. LANDLORD'S AND TENANT'S PROPERTY.

All fixtures, machinery, equipment, improvements and appurtenances attached to, or built into, the Premises at the commencement of, or during the Term, whether or not placed there by or at the expense of Tenant, shall

become and remain a part of the Premises; shall be deemed the property of Landlord (the "**Landlord's Property**"), without compensation or credit to Tenant; and shall not be removed by Tenant at the Expiration Date unless Landlord requires their removal. Further, any personal property in the Premises on the Effective Date of Lease, movable or otherwise, unless installed and paid for solely by Tenant, shall also constitute Landlord's Property and shall not be removed by Tenant. For purposes of this Lease, any references to "**Tenant's Property**" shall mean any personal property for which Tenant has itself paid or manufactured, together with any machinery and equipment for which Tenant has paid and that is not attached to, or built into, the Premises. In no event shall Tenant remove any of the following materials or equipment without Landlord's prior written consent (which consent may be given or withheld in Landlord's sole discretion): any power wiring or power panels, lighting or lighting fixtures, wall or window coverings, carpets or other floor coverings, heaters, air conditioners or any other HVAC equipment, fencing or security gates, or other similar building operating equipment and decorations, or any other items paid for with Landlord's funds (including, without limitation, any allowance). At or before the Expiration Date, or the date of any earlier termination, Tenant, at its expense, shall remove from the Premises all of Tenant's Property. Any other items of Tenant's Property that remain in the Premises after the Expiration Date, or following an earlier termination date, may, at the option of Landlord, be deemed to have been abandoned, and in such case, such items of Tenant's Property may be retained by Landlord as its property or be disposed of by Landlord, in Landlord's sole and absolute discretion and without accountability, at Tenant's expense. Notwithstanding the foregoing, if Tenant is in default under the terms of this Lease, Tenant may remove Tenant's Property from the Premises only upon the express written direction of Landlord in Landlord's sole discretion.

14. REPAIRS AND MAINTENANCE.

14.1 Tenant Repairs and Maintenance.

14.1.1 Tenant Responsibilities. Except for events of damage, destruction or casualty to the Premises or Property (which are addressed in the **Damage or Destruction Section** of this Lease), throughout the Term, Tenant shall, at its sole cost and expense: (i) both (x) maintain and preserve, in a good and safe condition, repair and appearance and in compliance with all applicable Laws (the "**Required Condition**"), and (y) perform any and all repairs and replacements required in order to so maintain and preserve, in the Required Condition, the Premises and the fixtures and appurtenances therein (including, but not limited to, the foundation, exterior and interior load-bearing walls, roof structure and roof covering of the Property, all parking areas, driveways, sidewalks, loading areas, access roads, corridors, landscaping and planted areas, plumbing, HVAC and other building systems, water and sewer lines up to points of common connection, ceilings and interior walls, interior sides of any demising walls, concrete slab, interior walls, interior sides of demising walls (if any), office and warehouse lighting, loading areas, all overhead and dock doors, dock components (including mechanical and electrical components), including, but not limited to, bumpers, seals, sweeps, doors, tracks, locks, levelers, processes and door operating systems and windows/window frames, including weather stripping and glass replacement, and interior and exterior man doors and door frames, freezer/cooler doors and systems, and air curtain doors and systems that serve Tenant's business operation, including door hardware, locks, keys and other related equipment, glass and levelers; and excluding, however, only those specific components of the Premises for which Landlord is expressly responsible as Landlord Repair Items (as hereinafter defined)); (ii) maintain, in full force and effect, both of the HVAC Maintenance Contract, as further discussed and defined below; and (iii) maintain, in full force and effect, a preventative maintenance and service contract with a reputable service provider for annual maintenance of the overhead door and dock leveler systems. All such repairs or replacements required under this **Section 14.1.1** shall be (x) performed by appropriately licensed contractors approved by Landlord, which approval shall not be unreasonably withheld, (y) subject to the reasonable supervision and control of Landlord, and (z) made with materials of equal or better quality than the original condition of the items being repaired or replaced. To the extent any of the items that are the responsibility of Tenant hereunder are subject to a warranty, Landlord agrees to assign to Tenant any assignable warranties, and to otherwise reasonably cooperate with Tenant (at no out of pocket expense to Landlord) in the administration of any such warranties.

14.1.2 Maintenance Contracts. Tenant shall also maintain, in full force and effect, its existing preventative maintenance and service contract for maintenance of the HVAC systems of the Premises (the "**HVAC Maintenance Contract**").

14.1.3 Landlord Repairs. Landlord shall have no obligation repair, replace or maintain any portion of the Premises, Building or Property, unless such repair, replacement or maintenance arises from the gross negligence or willful misconduct of Landlord, its agents, contractors, employees or invitees.

15. UTILITIES. Tenant shall, at Tenant's sole cost and expense, purchase all utility services directly from the utility providers or municipality providing such service and shall provide for scavenger, cleaning and extermination services in, to and for the benefit of the Premises. Landlord shall have no obligation whatsoever to provide any utilities to the Premises or otherwise repair or maintain any utility meters or other connections serving the Premises, and Tenant shall be solely responsible for the repair and maintenance of any meters necessary in connection with such utility services to the Premises. If Landlord is required by Laws to perform energy benchmarking of the Premises, Tenant hereby authorizes Landlord to obtain information, from time to time throughout the Term, regarding Tenant's utility and energy usage at the Premises directly from the applicable utility providers and Tenant shall execute, within five (5) days of Landlord's request, any additional documentation required by any applicable utility provider evidencing such authorization.

16. INVOLUNTARY CESSATION OF SERVICES. Landlord reserves the right, without any liability to Tenant and without affecting Tenant's covenants and obligations hereunder, to stop service of any or all of the HVAC, electric, sanitary, elevator (if any), and other systems serving the Premises, or to stop any other services required by Landlord under this Lease, (collectively, "**Utility Services**"), whenever and for so long as may be necessary by reason of (i) Force Majeure (as defined below), or (ii) the making of repairs or changes which Landlord, in good faith, deems necessary or (iii) any other cause beyond Landlord's reasonable control. Further, it is also understood and agreed that Landlord shall have no liability or responsibility for a cessation of Utility Services to the Premises or to the Property that occurs as a result of Force Majeure. No such interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease, including, but not limited to, the obligation to pay Rent. Notwithstanding the foregoing, if: (i) such utility service is interrupted because of the gross negligence or willful misconduct of Landlord, its employees, agents or contractors; (ii) Tenant notifies Landlord of such interruption in writing (the "**Interruption Notice**"); (iii) such interruption does not arise in whole or in part as a result of an act or omission of a Tenant Party; (iv) such interruption is not caused by a fire or other casualty; (v) the repair or restoration of such service is reasonably within the control of Landlord; and (vi) as a result of such interruption, the Premises or a material portion thereof, is rendered untenantable (meaning that Tenant is unable to use the Premises in the normal course of it business) and Tenant in fact ceases to use the Premises, or material portion thereof, then, Tenant's sole remedy for such interruption shall be as follows: on the fifth (5th) consecutive business day following the later to occur of the date the Premises (or material portion thereof) becomes untenantable, the date Tenant ceases to use such space and the date Tenant provides Landlord with an Interruption Notice, the Rent payable hereunder shall be abated on a per diem basis for each day after such five (5) business day period based upon the percentage of the Premises so rendered untenantable and not used by Tenant, and such abatement shall continue until the date the Premises become tenantable again.

17. LANDLORD'S RIGHTS. Landlord and its agents, employees and representatives shall have the right to enter and/or pass through the Premises at any time or times upon reasonable prior notice (except in the event of emergency) to examine and inspect the Premises, including connection with any redevelopment plans of Landlord, and to show them to actual and prospective lenders, prospective purchasers or mortgagees of the Property or providers of capital to Landlord and its affiliates. Any inspection, restriction or control (imposed under this Lease) of Tenant's operation of its business in the Premises is intended to preserve the Property and Building and is not intended to oversee, correct, monitor or ensure that Tenant operates its business so as not to harm any third-parties, including, without limitation, any Tenant's Parties. Tenant is solely responsible for the safety of its use of the Premises. Tenant is solely responsible for confirming that the Premises are adequate for its business and the safety of its operations.

18. NON-LIABILITY AND INDEMNIFICATION; FORCE MAJEURE.

18.1 Non-Liability. Except to the extent caused by the gross negligence or willful misconduct of any of the Landlord Indemnified Parties (defined below), none of the Landlord Indemnified Parties shall be liable to Tenant for any Losses to Tenant or to any other person, or to its or their property, irrespective of the cause of such Loss. Further, except to the extent caused by the gross negligence or willful misconduct of any of the Landlord Indemnified Parties, none of the Landlord Indemnified Parties shall be liable to Tenant or to any other person (a) for any damage caused by other tenants or persons in, upon or about the Property, or caused by operations in construction of any public or quasi-public work; (b) with respect to matters for which Landlord is liable, for consequential, punitive, speculative or indirect damages, including those purportedly arising out of any loss of use of the Premises or any equipment or facilities therein by Tenant or any person claiming through or under Tenant; (c) for any defect, latent or otherwise, in the Premises or the Property; or (d) for injury or damage to person or property caused by fire, or theft, or resulting from the operation of HVAC or lighting apparatus, or from falling plaster, or from steam, gas, electricity, water, rain, snow, ice, or dampness, that may leak or flow from any part of the Property, or from the pipes, appliances or plumbing work of the same.

18.2 Tenant Indemnification. Tenant hereby indemnifies, defends, and holds Landlord, any managing agent of Landlord, Landlord's members and their respective affiliates, owners, partners, members, directors, officers, agents and employees (collectively, "**Landlord Indemnified Parties**") harmless from and against any and all Losses arising from or in connection with any or all of: (a) the conduct or management of either or both the Property and the Premises or any business therein by any or all of Tenant and Tenant's Parties, or any condition created by any or all of Tenant and Tenant's Parties in or about the Premises, or the Property, during the Term or during the period of time, if any, prior to the Commencement Date that Tenant has possession of, or is given access to, the Premises; (b) any act, omission or negligence of any or all of Tenant and Tenant's Parties; (c) any accident, injury or damage whatsoever occurring in, at or upon either or both of the Property and the Premises and caused by any or all of Tenant and Tenant's Parties. Tenant also indemnifies, defends, and holds the Landlord Indemnified Parties harmless from and against any and all Losses arising from or in connection with any or all of: (i) any breach by Tenant of any or all of its warranties, representations and covenants under this Lease; (ii) any actions necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding or other proceeding under the Bankruptcy Code; (iii) the creation, existence or release of any Hazardous Materials in, at, on or under the Premises or the Property by Tenant or any Tenant Party; and (iv) any violation or alleged violation by any or all of Tenant and Tenant's Parties of any Laws. The obligations of Tenant in the two prior sentences are referred to collectively as "**Tenant's Indemnified Matters**," and shall include, but not be limited to, any claim for which the Tenant, the Tenant Parties, any contractors, subcontractors and material providers, would otherwise be entitled to immunity or defenses to such a claim under any workers' compensation or similar law. In case any action or proceeding is brought against any or all of Landlord and the Landlord Indemnified Parties by reason of any of Tenant's Indemnified Matters, Tenant, upon notice from any or all of Landlord, any managing agent of Landlord or any Superior Party (defined below), shall resist and defend such action or proceeding by counsel reasonably satisfactory to, or selected by, Landlord. The term "**Losses**" shall mean all claims, demands, expenses, actions, judgments, damages (actual, but except in connection with third party tort claims, or government claims, not indirect, special, consequential, or punitive), natural resource damages, penalties, fines, liabilities, losses of every kind and nature, suits, administrative proceedings, costs and fees, including, without limitation, attorneys' and consultants' reasonable fees and expenses, and the costs of investigation, cleanup, remediation, removal and restoration, that are in any way related to any matter covered by the foregoing indemnity. The provisions of this **Section 18.2** shall survive the expiration or termination of this Lease.

18.3 Reserved.

18.4 Force Majeure. Each of the obligations of Tenant (except the obligations to pay Rent, to maintain insurance, and provide evidence thereof, and to surrender the Premises on the Expiration Date) and each of the obligations of Landlord, shall be excused, and neither Landlord nor Tenant shall have any liability whatsoever to the other, to the extent that any failure to perform, or delay in performing such obligation arises out of either or both of (a) any labor dispute, governmental preemption of property in connection with a public emergency or shortages of fuel, supplies, or labor, or a cyber disruption or attack, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions (including without limitation COVID-19) or

other causes affecting the Premises and/or the area in which the Premises is located, the imposition by federal, state or local governmental authorities of "shelter in place" or other quarantine requirements, or any other cause, whether similar or dissimilar, beyond Landlord's or Tenant's, as the case may be, reasonable control; or (b) any failure or defect in the supply, quantity or character of utilities furnished to the Premises, or by reason of any requirement, act or omission of any public utility or others serving the Property, beyond Landlord's or Tenant's, as the case may be, reasonable control (collectively, "**Force Majeure**").

19. **DAMAGE OR DESTRUCTION; CONDEMNATION**. If the Premises are damaged by fire, explosion, or other casualty or occurrence or any portion of the Premises shall be taken under power of eminent domain, or otherwise transferred in lieu thereof, then Tenant shall promptly (and in any event within twenty-four (24) hours after Tenant becomes aware of such casualty event) notify Landlord of such occurrence. In such event, Tenant shall have the option to either (i) terminate the Lease effective as of the date of such casualty or condemnation event by written notice to Landlord, in which event Tenant will promptly (and in any event as soon as reasonably practicable and safe to do so under the circumstances) surrender possession of the Premises to Landlord and this Lease shall terminate; or (ii) at Tenant's sole cost and expense, make any such repairs or restoration as Tenant determines is necessary to operate in the Premises in compliance with applicable Laws, including, without limitation, obtaining all necessary permits and certificates of occupancy; provided, that if Tenant elects option (ii) of this sentence, then Tenant shall, prior to commencing such repairs and in any event within thirty (30) days after the date of such casualty or condemnation event, obtain from a licensed architect or general contractor a good-faith estimate of the time required to substantially restore the Premises (the "**Repair Period Estimate**"). If the Repair Period Estimate indicates that the restoration cannot be completed before the expiration of the then-current Term, Landlord shall have the right, at its sole and absolute discretion, to terminate this Lease effective as of the date of such casualty or condemnation event. In the event the Lease is not terminated in accordance with this Section 19, then Tenant shall be entitled to an abatement of Base Rent during any period of time that the Premises is untenantable and Tenant actually ceases operations in the Premises as a result thereof, with such abatement automatically expiring upon the earlier to occur of (i) the date the Premises becomes tenantable, and (ii) the date the Premises resumes business operations in the Premises or any portion thereof. TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD SHALL HAVE NO DUTY OR OBLIGATION WHATSOEVER TO RESTORE OR REPAIR THE PREMISES OR OTHERWISE REMEDY ANY DAMAGES OR LOSSES RESULTING FROM THE OCCURRENCE OF A CASUALTY OR CONDEMNATION.

20. **RESERVED**.

21. **SURRENDER AND HOLDOVER**. On or before the last day of the Term, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises: (a) Tenant shall quit and surrender the Premises to Landlord "broom-clean", with all of Tenant's movable personal property removed from the Premises, and in a condition that would reasonably be expected, in Landlord's reasonable determination, with normal and customary use in light of the fact that the Premises will be demolished by Landlord after the Term expires to make way for a new development, in accordance with (i) prudent operating practices and (ii) the covenants and requirements imposed under this Lease, subject only to ordinary wear and tear (as is attributable to deterioration by reason of time and use, in spite of Tenant's reasonable care), and such damage or destruction as Landlord is required to repair or restore under this Lease; (b) Tenant shall remove all of Tenant's Property therefrom, except as otherwise expressly provided in this Lease; and (c) Tenant shall surrender to Landlord any and all keys, access cards, computer codes or any other items used to access the Premises. Landlord shall be permitted to inspect the Premises in order to verify compliance with this **Section 21** at any time prior to (x) the Expiration Date, (y) the effective date of any earlier termination of this Lease, or (z) the surrender date otherwise agreed to in writing by Landlord and Tenant. The obligations imposed under the first sentence of this **Section 21** shall survive the termination or expiration of this Lease. If Tenant remains in possession after the Expiration Date hereof or after any earlier termination date of this Lease or of Tenant's right to possession: (A) Tenant shall be deemed a tenant sufferance; (B) TENANT SHALL PAY, IN ADDITION TO ALL OTHER ADDITIONAL RENT OWED HEREUNDER, AN AMOUNT EQUAL TO (I) FOR THE FIRST THREE (3) MONTHS OF SUCH HOLDOVER, 150% OF THE BASE RENT PAYABLE IN THE LAST MONTH OF THE TERM; AND (II) FOR THE FOURTH MONTH OF SUCH HOLDOVER AND EACH

MONTH OF SUCH HOLDOVER THEREAFTER, TWO HUNDRED PERCENT (200%) OF BASE RENT PAYABLE IN THE LAST MONTH OF THE TERM (IN EACH CASE, WITHOUT ANY PRORATION FOR A PARTIAL MONTH OF HOLDOVER) (THE "**HOLDOVER RENT**"), and (C) there shall be no renewal or extension of this Lease by operation of law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including lost opportunity cost incurred by Landlord as a result of Tenant's failure to surrender, and any lost profits to Landlord resulting therefrom. **LANDLORD AND TENANT HAVE CONSIDERED CAREFULLY THE LOSS TO LANDLORD OCCASIONED BY TENANT'S FAILURE TO TIMELY SURRENDER THE PREMISES BY THE EXPIRATION DATE AS CONTEMPLATED BY THIS LEASE, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITY TO DEVELOP THE PROPERTY AND OTHER RELATED COSTS, AND THE OTHER DAMAGES, GENERAL AND SPECIAL, WHICH LANDLORD AND TENANT REALIZE AND RECOGNIZE LANDLORD WILL SUSTAIN BUT WHICH LANDLORD AND TENANT AGREE WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO CALCULATE AT THIS TIME IF TENANT SO HOLDS OVER. BASED ON ALL THOSE CONSIDERATIONS, LANDLORD AND TENANT AGREE THAT THE HOLDOVER RENT REPRESENTS A REASONABLE ESTIMATE OF SELLER'S MONTHLY DAMAGES AS A RESULT OF SUCH HOLDOVER.** The provisions of this **Section 21** shall not constitute a waiver by Landlord of any re-entry rights of Landlord provided hereunder or by Laws and shall survive the expiration or sooner termination of this Lease.

Notwithstanding anything to the contrary in this Lease, in the event that the landlord under that certain Lease Agreement by and between Tenant, as tenant, and Bridge Point Des Plaines, LLC, as landlord, with respect to that certain premises located at 555 Howard Street, Des Plaines, Illinois (such lease, the "**Howard Lease**"), fails to timely deliver the premises thereunder to Tenant by the earlier of the (i) applicable Outside Delivery Date (as defined in the Howard Lease), or (ii) Expiration Date of this Lease, then so long as (a) Tenant is not otherwise in default under the terms of this Lease beyond applicable notice and cure periods, (b) Tenant provides Landlord with no less than five (5) days' advance written notice of its intention to remain in the Premises after the then-scheduled Expiration Date of this Lease, and (c) no assignment, sublet or other transfer by Tenant of this Lease to an assignee, sublessee or other transferee (other than to a Permitted Transferee) has occurred, then Tenant shall not be deemed to be in default under this Lease, nor shall Tenant be liable for Holdover Rent, if Tenant remains in possession of the Premises under those circumstances from the Expiration Date until June 30, 2028 (the "**Tail Period**"). In such event, this Lease shall continue on a month-to-month basis during the Tail Period until the Howard Lease premises are delivered to Tenant, and Tenant shall be obligated to pay all Rent as and when due hereunder during such holdover, which shall be based on the Rent payable in the last month of the Term. In the event Tenant remains in possession after delivery of the Howard Lease premises, expiration of the Tail Period, or any earlier termination date agreed upon between the parties, then Tenant shall be deemed to be in default under this Lease and a tenant at sufferance, and the provisions of the first paragraph of this Section 21 shall automatically apply with respect to such holdover.

Tenant's Initials: _____

22. EVENTS OF DEFAULT. If Tenant fails to (i) timely pay or perform any of the obligations herein and such failure continues for (a) with respect to monetary defaults, five (5) business days following written notice of such failure from Landlord, or (b) with respect to non-monetary defaults, thirty (30) days following written notice of such failure from Landlord, or within such reasonable time thereafter as may be necessary to cure such non-monetary default where such default is of such a character as to reasonably require more than thirty (30) days to cure so long as Tenant commenced such cure within such initial thirty (30) day period and diligently pursues completion of such cure and completes such cure within sixty (60) days after Landlord's initial notice, or (ii) timely surrender the Premises on or before the Expiration Date in accordance with Section 21, then Landlord, at its option, may, in addition to any and all other rights and remedies provided in this Lease or otherwise at law or in equity, terminate this Lease and terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate, and Tenant shall immediately surrender possession to Landlord. In such event, Landlord shall be entitled to recover from Tenant any amount necessary to compensate Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease or which, in the

ordinary course of events, would be likely to result therefrom, including but not limited to, the cost of recovering possession of the Premises, reasonable attorneys' fees. Efforts by Landlord to mitigate damages caused by Tenant's Default shall not waive Landlord's right to recover damages under this Section. If this Lease is terminated through any unlawful entry and detainer action, Landlord shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable in such action, or Landlord may reserve the right to recover all or any part of such Rent and damages in a separate suit; or pursue any other remedy now or hereafter available under the laws of the state in which the Premises is located. Without limitation of any of Landlord's rights in the event of a Default by Tenant, Landlord may also exercise its rights and remedies with respect to any Security Deposit as set forth herein.

Any and all of Tenant's Property that may be removed from the Premises by Landlord pursuant to the authority of this Lease or of Laws may be handled, removed, disposed of and/ or stored by Landlord at the sole risk, cost and expense of Tenant, and in no event or circumstance shall Landlord be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such handling, removal, or disposal and all storage charges for such Tenant's Property so long as the same shall be in Landlord's possession or under Landlord's control. Any Tenant's Property not removed from the Premises as of the Expiration Date or any other earlier date on which this Lease is terminated shall be either, as Landlord elects (in whole or in part as to Tenant's Property) (A) conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as in a bill of sale, without further payment or credit by Landlord to Tenant, or (B) at Landlord's election, abandoned by Tenant and disposed of by Landlord as it sees fit in its sole and absolute discretion. Neither expiration nor termination of this Lease, nor the termination of Tenant's right to possession, shall relieve Tenant from its liability under the indemnity provisions of this Lease.

All sums advanced by Landlord on account of Tenant under this Section, or pursuant to any other provision of this Lease, and all Base Rent and Additional Rent, if delinquent or not paid by Tenant and received by Landlord when due hereunder, shall bear interest ("**Default Interest**") at the rate of five percent (5%) per annum above the "prime" or "reference" or "base" rate (on a per annum basis) of interest publicly announced as such, from time to time, by the JPMorgan Chase Bank, NA, or its successor, from the due date thereof until paid, and such interest shall be and constitute Additional Rent and be due and payable upon Landlord's submission of an invoice therefor. The various rights, remedies and elections of Landlord reserved, expressed or contained herein are cumulative and no one of them shall be deemed to be exclusive of the others or of such other rights, remedies, options or elections as are now or may hereafter be conferred upon Landlord by Laws. **Landlord's rights and remedies under this Section are collectively referred to as "Landlord Remedies"**.

Landlord shall not be deemed to be in default under this Lease for its failure to perform any term or provision under this Lease required to be performed by Landlord until Tenant has given Landlord written notice specifying the nature of the failure and if Landlord does not cure such failure within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such failure where such failure is of such a character as to reasonably require more than thirty (30) days to cure. Upon such a default by Landlord, Tenant shall be entitled to all remedies available at law or equity, subject to the waivers and other limitations on Landlord's liability set forth in this Lease. In addition, Tenant shall prior to the exercise of any such remedies, provide each Landlord's mortgagee (in each instance, only as to those entities of which Tenant has notice of their interest) with written notice and reasonable time to cure any default by Landlord. All obligations of Landlord hereunder will be construed as covenants, not conditions. The term "Landlord" shall mean only the owner, for the time being, of the Premises, and in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all covenants and obligations of the Landlord thereafter accruing, but such covenants and obligations shall be binding during the Term upon each new owner for the duration of such owner's ownership.

23. **RESERVED**.

24. **BROKER**. Tenant covenants, warrants and represents that Tenant's Broker was the only broker to represent Tenant in the negotiation of this Lease. Landlord covenants, warrants and represents that Landlord's Broker was the only broker to represent Landlord in the negotiation of this Lease. Landlord shall be solely responsible for paying the commission of Landlord's Broker pursuant to a separate written agreement between

Landlord and Landlord's Broker. Landlord's Broker shall be responsible for splitting such commission with Tenant's Broker. Each party agrees to and hereby does indemnify, defend and hold the other harmless against and from any brokerage commissions or finder's fees or claims thereof by a party claiming to have dealt with the indemnifying party (other than the Brokers) and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing. The provisions of this Section 24 shall survive the termination or expiration of this Lease.

25. MISCELLANEOUS.

25.1 Merger. All prior understandings and agreements between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. No agreement shall be effective to modify this Lease, in whole or in part, unless such agreement is in writing, and is signed by the party against whom enforcement of said change or modification is sought.

25.2 Notices. Any notice required to be given by either party pursuant to this Lease, shall be in writing and shall be deemed to have been properly given, rendered or made only if (a) personally delivered, or (b) if sent by Federal Express or other comparable commercial overnight delivery service, or (c) sent electronically, if, on the same date, a duplicate notice is sent pursuant to (b) above, addressed (in the case of any or all of (a), (b) and (c) above) to the other party at the addresses set forth below each party's respective signature block (or to such other address as Landlord or Tenant may designate to each other from time to time by written notice), and shall be deemed to have been given, rendered or made (i) on the day so delivered or (ii) in the case of overnight courier delivery on the first business day after having been deposited with the courier service, and (iii) in the case of electronic delivery, on the date such electronic delivery occurs, provided that, on the same date, a duplicate copy is sent pursuant to clause (b).

25.3 Non-Waiver. The failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment (at that time) for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt and acceptance by Landlord of Rent with knowledge of any breach by Tenant of any obligation of this Lease shall not be deemed a waiver of such breach.

25.4 Legal Costs. Any party in breach or default under this Lease (the "**Defaulting Party**") shall reimburse the other party (the "**Nondefaulting Party**") upon demand for any legal fees and court (or other administrative proceeding) costs or expenses that the Nondefaulting Party incurs in connection with the breach or default, regardless whether suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, in the event of litigation, the court in such action shall award to the party in whose favor a judgment is entered a reasonable sum as attorneys' fees and costs, which sum shall be paid by the losing party. Tenant shall pay Landlord's attorneys' reasonable fees incurred in connection with Tenant's request for Landlord's consent under provisions of this Lease governing assignment and subletting, or in connection with any other act which Tenant proposes to do and which requires Landlord's consent. All payments due hereunder from Tenant to Landlord shall be deemed Additional Rent.

25.5 Parties Bound. Except as otherwise expressly provided for in this Lease, this Lease shall be binding upon, and inure to the benefit of, the successors and assignees of the parties hereto. Tenant hereby releases Landlord named herein from any obligations of Landlord for any period subsequent to the conveyance and transfer of Landlord's ownership interest in the Property. In the event of such conveyance and transfer, Landlord's obligations hereunder shall thereafter be binding upon each transferee (whether Successor Landlord or otherwise). No obligation of Landlord shall arise under this Lease until the instrument is signed by, and delivered to, both Landlord and Tenant.

25.6 Recordation of Lease. Tenant shall not record or file this Lease (or any memorandum hereof) in the public records of any county or state.

25.7 Governing Law; Construction. This Lease shall be governed by and construed in accordance with the laws of the state in which the Property is located. If any provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected but shall be enforced to the extent permitted by Laws. The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation, or other provision of this Lease to be performed by Tenant, shall be construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

25.8 Time. Time is of the essence for this Lease, unless waived by Landlord (which Landlord shall have the right, but not the obligation, to do). If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday, either by the federal government or in the state in which the Property is located, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday.

25.9 Authority of Tenant. Tenant hereby represents, warrants, and covenants with and to Landlord as follows: the individual(s) acting as signatory on behalf of Tenant is(are) duly authorized to execute this Lease; Tenant has procured (whether from its members, partners or board of directors, as the case may be), the requisite authority to enter into this Lease; this Lease is and shall be fully and completely binding upon Tenant; and Tenant shall timely and completely perform all of its obligations hereunder.

25.10 WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY TO THIS LEASE WITH RESPECT TO THIS LEASE, THE PREMISES, OR ANY OTHER MATTER RELATED TO THIS LEASE OR THE PREMISES.

25.11 [Reserved].

25.12 [Reserved].

25.13 Confidential Information. Tenant agrees to maintain in strict confidence the economic terms of this Lease and any or all other materials, data and information delivered to or received by any or all of Tenant and Tenants' Parties either prior to or during the Term in connection with the negotiation and execution hereof. The provisions of this Section 25.13 shall survive the termination of this Lease. Notwithstanding the foregoing, Tenant is also permitted to disclose any information otherwise deemed confidential under this Section in connection with the performance of its obligations hereunder and any litigation relating to the Property or this Lease, to its attorneys, lenders, brokers, accountants and other consultants, and as may be required by applicable law.

25.14 Submission of Lease. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to lease, or an offer to lease. This Lease is not effective until execution by and delivery to both Landlord and Tenant.

25.15 Lien Prohibition. Tenant shall not permit any notice of unpaid balance or right to file lien, construction lien, construction lien claim, mechanics or materialmen's liens to be filed or to attach to the Premises or the Property. Tenant, at its expense, shall procure the satisfaction or discharge of record of all such liens and encumbrances within ten (10) days after the filing thereof; or, within such ten (10) day period, Tenant shall provide Landlord, at Tenant's sole expense, with endorsements (satisfactory, both in form and substance, to Landlord and the holder of any mortgage or deed of trust) to the existing title insurance policies of Landlord and the holder of any mortgage or deed of trust, insuring against the existence of, and any attempted enforcement of, such lien or encumbrance. In the event Tenant has not so performed, Landlord may, at its option, pay and discharge such liens and Tenant shall be responsible to reimburse Landlord, on demand and as Additional Rent under this Lease, for all costs and expenses incurred in connection therewith, together with Default Interest thereon, which expenses shall include reasonable fees of attorneys of Landlord's choosing,

and any costs in posting bond to effect discharge or release of the lien as an encumbrance against the Premises or the Property. THE INTEREST OF THE LANDLORD IN THE PREMISES SHALL NOT, UNDER ANY CIRCUMSTANCES, BE SUBJECT TO LIENS FOR ALTERATIONS MADE BY THE TENANT OR ANY OTHER ACT OF TENANT. The provisions of this **Section 25.15** shall survive the termination or expiration of this Lease.

25.16 Landlord's Covenants. All obligations of Landlord hereunder shall be construed as covenants, not conditions.

25.17 Anti-Terrorism. Tenant represents and warrants to and covenants with Landlord that (i) neither Tenant nor any of its officers, directors, members, partners, shareholders or other equity interest holders, nor any of their respective affiliates (collectively, the "**Tenant OFAC Parties**") currently is, nor shall any of them be, at any time during the Term, in violation of any laws or regulations relating to either or both terrorism and money laundering; (ii) none of the Tenant OFAC Parties is, nor shall any of them be, during the Term (1) a person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as a "Specially Designated National" on the then - most current list published by the US Treasury Department's Office of Foreign Assets Control or other replacement official publication of such list, or (2) a person or entity who is identified as, or affiliated with, a person or entity designated as a terrorist, or associated with terrorism or money laundering, pursuant to regulations promulgated in connection with the USA Patriot Act; and (iii) Tenant has taken and shall continue to take during the Term, reasonably appropriate steps to understand its legal obligations under all anti-terrorism Laws and regulations, and has implemented, and shall continue to implement during the Term, appropriate procedures to assure its continued compliance with them. At any time and from time to time during the Term, Tenant shall deliver to Landlord, within ten (10) days after receipt of a written request therefor, a written certification and such other evidence as Landlord may reasonably request evidencing and confirming Tenant's compliance with this **Section 25.17**. Notwithstanding anything to the contrary set forth in this Lease, no notice or cure period shall be required or provided with respect to any breach or default under this Section.

25.18 Electronic Signatures; and Counterparts. The parties acknowledge and consent to be bound by electronic signatures, including signatures of any required witness. This Lease may be executed in multiple counterparts, but all such counterparts shall together constitute a single, complete and fully-executed document.

25.19 Waiver of Right of Redemption. Tenant waives all right of redemption to which Tenant may be entitled by Laws.

25.20 Injunctive Relief. Any violation, attempted violation, or threatened violation, of any provision of this Lease by Tenant, can be remedied by injunction, which shall be a cumulative remedy in addition to any Landlord Remedies under this Lease or by any Laws, and Tenant shall not raise as a defense thereto that Landlord has an adequate remedy at Law.

25.21 Joint and Several Liability. All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant hereunder.

25.22 Limitation of Liability. Notwithstanding any provision in this Lease to the contrary, under no circumstances shall Landlord's liability for failure to perform any obligations arising out of or in connection with this Lease or for any breach of the terms or conditions of this Lease (whether written or implied) exceed Landlord's equity interest in the Property. Any judgments rendered against Landlord shall be satisfied solely out of proceeds of sale of Landlord's interest in the Property. No personal judgment shall lie against Landlord or its members, or any of their constituent members, or any officers, members, shareholders, partners or employees of any of the foregoing, upon extinguishment of Landlord's rights in the Property and any judgments so rendered shall not give rise to any right of execution or levy against the assets of Landlord or any of its members or their constituent members, or any officers, members, shareholders, partners or employees of any of the foregoing. The provisions hereof shall inure to Landlord's successors and assigns including any lender of Landlord.

26. **Rents From Real Property**. Landlord and Tenant agree that all Rent payable by Tenant to Landlord shall qualify as rents from real property within the meaning of both Sections 512(b)(3) and 856(d) of the Internal Revenue Code of 1986, as amended (the "**Code**") and the U.S. Department of Treasury Regulations promulgated thereunder (the "**Regulations**"). If Landlord, in its sole discretion, determines that there is any risk that all or part of any Rent shall not qualify as rents from real property for the purposes of the Code and the Regulations, Tenant agrees to cooperate with Landlord by entering into such amendment or amendments as Landlord reasonably deems necessary to qualify all Rent as rents from real property; provided, however, that any adjustments required pursuant to this Section 26 shall be made so as to produce the equivalent Rent (in economic terms) payable prior to such adjustment.

27. **OFAC LAWS AND REGULATIONS**. The person(s) who have executed this Lease on behalf of Tenant are duly authorized to do so. Tenant and no individual or entity owning directly or indirectly any interest in Tenant is an individual or entity whose property or interests are subject to being blocked under any of the OFAC Laws and Regulations (as hereinafter defined) or is otherwise in violation of any of the OFAC Laws and Regulations. Tenant shall immediately notify Landlord, in writing, if any individual or entity owning directly or indirectly any interest in Tenant or any director, officer, member, manager or partner of any of such holders is an individual or entity whose property or interests are subject to being blocked under any of the OFAC Laws and Regulations, is otherwise in violation of any of the OFAC Laws and Regulations, or is under investigation by any governmental entity for, or has been charged with, or convicted of, drug trafficking, terrorist-related activities or any violation of anti-money laundering laws, has been assessed civil penalties under these or related laws, or has had funds seized or forfeited in an action under these or related laws. For purposes of this Lease, "OFAC Laws and Regulations" means Executive Order 13224 issued by the President of the United States of America, the Terrorism Sanctions Regulations (Title 31 Part 595 of the U.S. Code of Federal Regulations), the Terrorism List Governments Sanctions Regulations (Title 31 Part 596 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31 Part 597 of the U.S. Code of Federal Regulations), and the Cuban Assets Control Regulations (Title 31 Part 515 of the U.S. Code of Federal Regulations), and all other present and future federal, state and local laws, ordinances, regulations, policies, lists (including, without limitation, the Specially Designated Nationals and Blocked Persons List) and any other requirements of any governmental authority (including, without limitation, the United States Department of the Treasury Office of Foreign Assets Control) addressing, relating to, or attempting to eliminate, terrorist acts and acts of war, each as hereafter supplemented, amended or modified from time to time, and the present and future rules, regulations and guidance documents promulgated under any of the foregoing, or under similar laws, ordinances, regulations, policies or requirements of other states or localities.

28. **Anti-Corruption**. During the Term of this Lease:

28.1 Tenant represents that neither it nor, to its knowledge, after due inquiry, any of its officers, directors, employees, subsidiaries, Affiliates, agents or representatives has offered, promised or given, or will offer, promise or give, to any person, directly or through a third party, anything of value, for the person himself or herself or another person or entity, in order to improperly influence official actions, obtain or retain business, or otherwise secure an improper business advantage.

28.2 Tenant represents and warrants that Tenant and, to its knowledge, after due inquiry, its respective affiliates, subsidiaries, officers, directors, employees, agents and representatives are and have been in compliance, and will comply strictly throughout the performance of this Lease, with all applicable Anti-Corruption Laws (as defined below) and have instituted and maintain policies and procedures reasonably designed to promote and achieve compliance with such laws and with the representations and warranties contained herein.

28.3 Tenant is not now, nor will it be, owned, directly or indirectly, in whole or in part, or controlled by any government or Government Official. For purposes of this paragraph, the term "Government Official" means any officer or employee of a government or government controlled entity, or of a public international organization, or of companies that are partially or wholly-owned or controlled by governments or governmental agencies, or monarchies and royal families, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or official thereof, or candidate for political office.

28.4 Tenant shall notify Landlord immediately if at any time the foregoing representations and warranties contained in this Section 28 shall not be true and correct. Upon receipt of such notification, Landlord shall have the right to either or both unilaterally terminate this Lease and pursue any other remedies available to it.

28.5 Tenant shall not be obligated to take any action or omit to take any action that it believes, in good faith, would cause it to be in violation of any Anti-Corruption Laws and/or Anti-Money Laundering Laws (defined below).

28.6 For the purposes of this **Section 28,** "**Anti-Corruption Laws**" means any laws, rules or regulations of any applicable jurisdiction concerning or relating to bribery or corruption, including the U.S. Foreign Corrupt Practices Act. The term "**Anti-Money Laundering Laws**" means any laws, rules or regulations, state and federal, criminal and civil, that: (i) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; or (ii) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions shall be deemed to include the Bank Secrecy Act, as amended by the USA PATRIOT Act of 2001, Pub. L. No. 107-56, and the Money Laundering Control Act of 1986, including the laws relating to prevention and detection of money laundering under 18 U.S.C. §§ 1956-1957.

29. **Early Termination Option**. Tenant shall have the option to terminate this Lease upon not less than ninety (90) prior written notice to the Actual Termination Date (defined below) and provided Tenant is not in default beyond applicable cure periods under the Lease at the time of the giving of such notice nor on the Actual Termination Date. Such notice must specify the date on which Tenant desires the termination to become effective (the "**Actual Termination Date**"). Additionally, Tenant's right to terminate hereunder is conditioned upon the payment by Tenant, as and when due, of all amounts payable under the Lease prior to the Actual Termination Date. So long as Tenant has surrendered the Premises in the condition required under the Lease, neither party shall have any rights, liabilities or obligations under this Lease for the period accruing after the Actual Termination Date, except those which, by the provisions of this Lease, expressly survive the termination of the Lease (provided that obligations accruing prior to the Actual Termination Date shall survive such termination).

30. **Rules and Regulations**. Tenant shall comply with all reasonable rules and regulations established by Landlord covering use of the Premises, the Building, and the Property. Landlord's current rules and regulations are attached hereto as Exhibit B. Landlord shall not have any liability or obligation for the breach of any rules or regulations by other tenants in the Building or the Property.

[Signature Pages Follow]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease to be effective as of the Effective Date of Lease.

LANDLORD:

[_____],
a [_____]

By:_____
Name:
Its:

_____
Date

Landlord's Addresses for Notices:

[_____]
c/o Bridge Industrial
_____
_____
Attn:
Email:

With a required copy to:

[_____]
c/o Bridge Industrial
9525 W. Bryn Mawr Ave., Suite 700
Rosemont, Illinois 60018
Attn: Nick Siegel
Email: nsiegel@bridgeindustrial.com

And a required copy to:

[_____]
c/o Bridge Industrial
444 W Lake Street, Suite 3125
Chicago, IL 60606
Attn: Legal Department
Email: notices@bridgeindustrial

And a required copy to (which shall not constitute notice):

Holland & Knight LLP
150 N. Riverside Plaza, Suite 2700
Chicago, Illinois 60606
Attn: Aaron O'Donnell
Email: Aaron.ODonnell@hklaw.com

TENANT:

DELUXE CORPORATION,
a Minnesota Corporation

By: _____
Its: _____

_____
Date

Tenant's Addresses for Notices:

Deluxe Corporation
801 S. Marquette Ave.
Minneapolis, MN 55402
Attn: Jeff Cotter, Chief Administrative Officer, Senior Vice President and General Counsel
Email: jeff.cotter@deluxe.com

With a copy to:

Larkin Hoffman Daly & Lindgren Ltd.
8300 Norman Center Drive, Suite 1000
Minneapolis, Minnesota 55437
Attn: Ryan N. Boe
Email: rboe@larkinhoffman.com

EXHIBIT A-1

Depiction of Premises

[To be attached]

EXHIBIT B

RULES & REGULATIONS

In addition to the terms and provisions of this Lease, during the Lease Term, Tenant shall comply with all rules and regulations set forth below.

- No part of the Property shall be used for any purpose other than as expressly permitted by this Lease and in accordance with all applicable Laws, including, without limitation, the zoning regulations of the county or township in which the Premises is located.
- No materials or products shall be manufactured or stored that constitute a nuisance or cause the emission of noxious odors or gases or smoke. No burning of materials, outside or inside the Premises, will be permitted.
- No fence, wall, loading facility, outside storage facility, or permanent improvements will be erected or constructed without the prior written approval of Landlord, which approval may be given or withheld in Landlord's sole and absolute discretion.
- Tenant will keep the Property safe, clean, neat and provide for the removal of trash from the Property. No pets (other than service dogs and other service animals pursuant to applicable Laws) will be allowed on the Property.
- No materials, supplies or products shall be stored outside without the prior written approval of the Landlord, which approval may be given or withheld in Landlord's sole and absolute discretion.
- Tenant shall not cause or make an excessive noise, odor, harmful sewage or vibration that could be deemed objectionable to other tenants as determined by Landlord in its sole and absolute discretion.
- Tenant must maintain a pest control program appropriate to its Permitted Use and otherwise reasonably acceptable to Landlord.
- A fifteen (15) mile-per-hour speed limit is to be observed within the Property.
- No employee parking will be permitted on the streets or on the Property other than in the areas designated by the Landlord, which designated areas may be relocated by Landlord from time to time its sole and absolute discretion upon written notice to Tenant.
- All enterprises are to be conducted in a business-like manner.

Exhibit C

Tenant Operations Inquiry

Tenant Name:_____

Tenant SIC Code/Description:_____

Property Address: _____

Property Number/Region:_____

1. Name of Company (if different from above) _____

2. Address (local): _____
   Phone (local)_____

3. Address (corporate): _____ Phone (corporate)_____

4. What is your business (brief description): _____

5. What operations will you maintain at the proposed facility? _____

6. Has your business received any Notices of Violation of environmental laws from municipal or state agencies regarding operations at your current facility? If so, explain:_____

7. Describe any assembly, manufacturing, machining, painting, printing or mechanical repair activities that will be part of your business operations at the proposed facility:_____

8. Will your employees operate electrical equipment that contains PCB's? ***YES*** ***NO***

9. Will your business operate one or more Underground Storage Tanks (UST's) at the proposed facility? ***YES*** ***NO***

10. Will your business operate one or more Aboveground Storage Tanks (AST's) at the proposed facility? ***YES*** ***NO***

11. TENANT CHEMICAL INVENTORY AT PROPOSED FACILITY - (make additional copies, if required). You may exclude small quantities of toner and other office supplies)

Chemicals (by name where available)	What will be the average quantity on the proposed premises?	What will be the maximum quantity on the proposed premises?	What will be the annual quantity used?	How will the chemical be stored?

Storage Methods (use all that apply): A) 55 gallon drum; B) 20 gallon drum; C)2-5 gallon pallet/container; D) bulk dry packages; E) cartoned small containers (less than 2 gallons or 10 pounds) on pallets; F) on floor; G) on racks; H)Underground Storage Tank (UST); I) Above Ground Storage Tank (AST); J) other(please describe).

12. Describe any pollution control equipment that will be used at the proposed facility (example: paint spray booth, fume hood, waste water treatment). _____

_____

_____

_____

13. Will your operations generate any chemical wastes that require special disposal?	How will the chemical wastes be stored on-site?	How will the wastes be disposed? (example: recycled, landfilled, incinerated)

(example: waste oil, waste solvent)

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

14. Does your business have an EPA Hazardous Waste Generator ID Number? ***YES*** ***NO***

15. What spill prevention and containment measures will be in place for the chemicals and wastes stored at the proposed facility? (describe briefly) _____

_____

_____

16. Does your business have an Emergency Response or Contingency Plan in place in the event of a chemical incident (please provide a copy) ***YES*** ***NO***

17. Does your business have any type of Hazardous Materials training program for your employees? (describe briefly):

_____

_____

_____

18. Do you have copies of all Material Safety Data Sheets (MSDS) at your facility for the chemicals listed in question #7? (Please provide copies): ***YES*** ***NO***

19. Does your business carry environmental insurance coverage in the event of a chemical incident? ***YES*** ***NO***

20. Will you be required to make filings and notices or obtain permits as required by Federal and/or State regulations for the operations at the proposed facility? Specifically:

a. SARA Title III Section 312 (Tier II) reports ***YES*** ***NO***
(> 10,000lbs. of hazardous materials STORED at any one time)

b. SARA Title III Section 313 (Tier III) Form R reports ***YES*** ***NO***
(> 10,000lbs. of hazardous materials USED per year)

c. NPDES or SPDES Stormwater Discharge permit ***YES*** ***NO***
(answer "No" if "No-Exposure Certification" filed)

d. RCRA generator of hazardous waste ***YES*** ***NO***

21. This form was prepared by the undersigned as a complete and correct description of Tenant's proposed operations at the location noted, and the Landlord may rely on this information.

_____ _____

Signature Print Name

_____

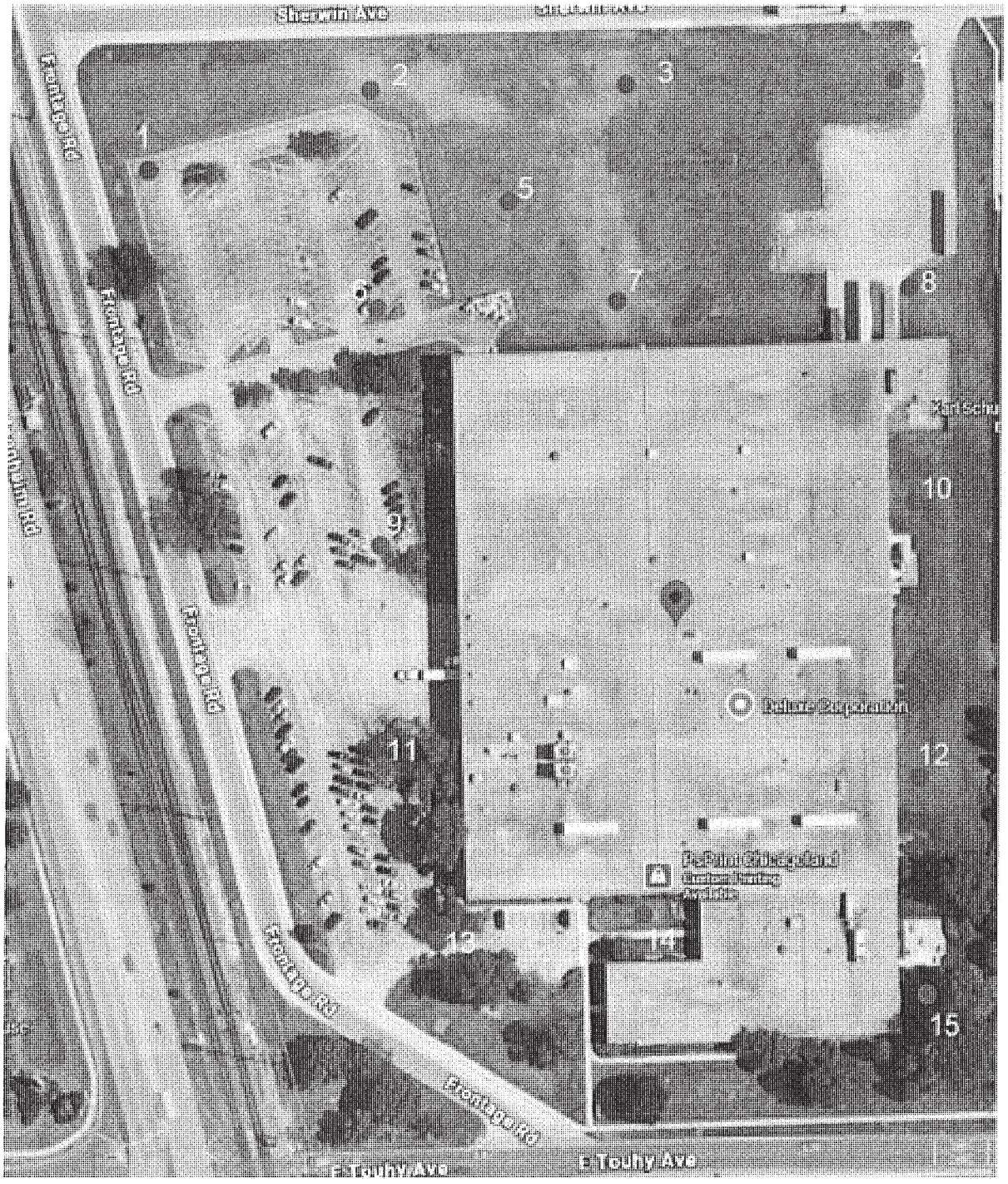
Date

4922-0975-2463, v. 8

Docusign Envelope ID: D56526B8-0E2B-8B15-81EE-CCF3218B8D4F

SCHEDULE 2.2

LOCATIONS OF INITIAL GEOTECHNICAL TESTING



CITY OF DES PLAINES

RESOLUTION R - 171 - 26

A RESOLUTION SUPPORTING AND CONSENTING TO A COOK COUNTY CLASS 6B REAL ESTATE INCENTIVE CLASSIFICATION REQUESTED BY MIDWEST RE ACQUISITIONS, LLC AT 1600 E TOUHY AVE.

WHEREAS, Midwest RE Acquisitions, LLC (***"Applicant"***) is the contract purchaser of that certain property, comprising 13.28-acres in the City of Des Plaines, commonly known as 1600 E Touhy Ave and legally described in **Exhibit A** attached to, and by this reference made a part of, this Resolution (***"Subject Property"***); and

WHEREAS, the Subject Property is currently occupied under a lease that will terminate before the property is purchased; and

WHEREAS, upon acquisition, the Applicant proposes to demolish the existing structure and construct a brand new, class A, approximately 206,827 square-foot industrial building with an estimated construction cost of $24,000,000, which will include 36 exterior docks, two drive-in doors, 177 parking stalls, and a 40-foot clear height (collectively, the ***"Proposed Improvements"***); and

WHEREAS, upon completion of the Proposed Improvements, the Applicant intends to lease the Subject Property to a speculative industrial tenant for distribution, warehousing, assembly, and/or manufacturing uses (***"Proposed Use"***); and

WHEREAS, the Proposed Use on the Subject Property is expected to employ at least 50 full-time employees within two years after the completion of the Proposed Improvements; and

WHEREAS, pursuant to Section 74-63 of the Cook County Real Property Assessment Classification Ordinance ("***Classification Ordinance***"), certain real property that qualifies as "abandoned property" pursuant to Section 74-62(b) of the Classification Ordinance, or is substantially renovated, or is the site of new construction and used primarily for industrial purposes may be classified as Class 6b, which temporarily reduces the property tax assessment in order to promote the construction of and rehabilitation of industrial facilities; and

WHEREAS, the Applicant's Proposed Use of and Proposed Improvements to the Subject Property will provide economic benefits to the City of Des Plaines, Cook County, and the greater Chicagoland region; and

WHEREAS, the Applicant intends to file with the Office of the Assessor of Cook County an application for a Class 6b classification of the Subject Property; and

WHEREAS, the Applicant has filed with the City an Economic Disclosure Statement; and

WHEREAS, if the Class 6b classification for the Subject Property is approved, the Applicant will complete the Proposed Improvements and cause the Subject Property to be reoccupied for industrial purposes; and

WHEREAS, the Applicant's use of the Subject Property will provide needed employment opportunities to residents of the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: DETERMINATION OF ELIGIBILITY AND APPROPRIATENESS. The City Council hereby finds and determines that: (a) the Subject Property is appropriate for the Class 6b pursuant to the Classification Ordinance; (b) the Proposed Use will be necessary and beneficial to the local economy; and (c) a Class 6b classification of the Property is necessary for the completion of the Proposed Improvements and occupation of the Subject Property for the Proposed Use.

SECTION 3: SUPPORT AND CONSENT TO CLASS 6b CLASSIFICATION. Pursuant to the County Classification Ordinance, the City Council hereby approves, consents to, and supports the extension of the classification of the Subject Property as Class 6b property, but only if the Subject Property is used for the Proposed Use by the Applicant, the Proposed Tenant, or one of its affiliates or successors.

SECTION 4: DELIVERY. The City Clerk is hereby directed to transmit a certified copy of this Resolution to the Applicant. The Applicant shall be responsible for presenting such certified copy to the Board of Commissioners of Cook County and filing such certified copy with the Office of the Assessor.

SECTION 5: CONDITIONS OF SUPPORT. The Applicant or its successor in interest shall submit proof in a form satisfactory to the City Attorney as evidence that no less than 50 full-time employment (FTE) positions have been established and maintained upon the Subject Property no later than two years after a certificate of occupancy is issued for the Proposed Improvements. In the event that the Applicant is unable to provide proof of its satisfaction of this condition within the required time period, the City will have the right, but not the obligation, to repeal this Resolution and withdraw its consent and support for the 6b Classification of the Subject Property. The City Council may only withdraw its consent by a resolution duly adopted by the City Council and transmitted to the Secretary of the Board of Commissioners of Cook County and the Office of the Assessor.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this _____ day of _____, 2026.

APPROVED this _____ day of _____, 2026.

VOTE: AYES _____ NAYS _____ ABSENT _____

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
Peter M. Friedman, General Counsel

Docusign Envelope ID: D56526B8-0E2B-8B15-81EE-CCF3218B8D4F

EXHIBIT A

Property

Lot 2 of SIDNEY L. PORT'S FIRST ADDITION TO DES PLAINES, being a subdivision of part of the South East 1/4 of Section 29, Township 41 North, Range 12 East of the Third Principal Meridian, and part of the Southwest 1/4 of Section 28, Township 41 North, Range 12 East of the Third Principal Meridian, recorded as document 23892638 on April 19, 1977, in Cook County, Illinois.

DES PLAINES
ILLINOIS

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5380
desplainesil.gov

MEMORANDUM

Date: July 9, 2026

To: Dorothy Wisniewski, City Manager

From: Suzy Aguilar, Economic Development Manager
Jeff Rogers, Director of Community and Economic Development

Subject: Consideration of a Resolution Approving a Business Assistance Grant for The Foxtail on the Lake at 1177 Howard Ave. (5th Ward)

Issue: The owner of the existing restaurant facility at 1177 Howard Ave is looking to expand its outdoor patio space. To help defray the cost of this project, the applicant is requesting reimbursement of a portion of eligible expenses in accordance with the provisions of the City's Business Assistance Grant program.

Analysis: The applicant, The Foxtail on the Lake represented by owner David Villegas, is requesting City Council approval of a Business Assistance Grant. The grant would be provided as a lump-sum reimbursement following the completion of the proposed eligible improvements to the property.

According to the applicant's estimate, the proposed project includes an expansion of the outdoor patio, which would commence upon approval of this request. The project includes $114,500 in eligible costs, resulting in a grant reimbursement of up to $33,625, calculated as 50 percent of the first $20,000 in eligible costs and 25 percent of the remaining $94,500.

The Business Assistance Grant Program Guidelines limit property owners and businesses to a maximum of two grants over the lifetime of the program. Approval of this request would constitute the applicant's second and final grant under the program.

City Council Action: If the City Council determines that the request as proposed is consistent with the Business Assistance Grant guidelines, it may adopt Resolution R-172-26 approving a Business Assistance Grant award in an amount not to exceed $33,625. Should the Council approve the award, disbursement will occur in an amount up to the approved award based upon actual eligible expenses related to the expansion of the outdoor patio only after the applicant has completed the project and satisfied all administrative requirements of the grant program.

Attachments:
Attachment 1: Applicant's Request for Grant Funding

Resolution R-172-26

DES PLAINES
ILLINOIS

DES PLAINES BUSINESS ASSISTANCE PROGRAM APPLICATION

Applicant Name: THE FOXTAIL ON THE LAKE

Business/Property Name: THE FOXTAIL ON THE LAKE

Address: 1177 HOWARD AVE

Business Phone: 224-938-9479 Email: DAVIDV FOXTAILOTL@GMAIL.com

Business Registration Certificate (circle one): *Yes, the certificate number is* BRC-001011-2024

No, I have applied on _____ *or pledge to apply (initial)* _____

Description of the project:

PATIO EXPANSION

(Second project for potential future award, if applicable): _____

Estimated project cost (total quotes from contractors): $130,000.00

Requested Grant Amount: ~~$37,000.00~~ $37,500.00

Type of Grant (circle one):

SPROUT (up to $10,000, approval by staff)	***BOOST (up to $40,000, approval required by City Council)***	***GROWTH (up to $150,000, approval required by City Council)***

I am the (circle one) of the business property: *Property Owner* or (*Tenant.*)

If you are a tenant, please provide a project consent letter from the property owner, lease agreement, or PSA and complete the following information of the property owner:

DES PLAINES
ILLINOIS

PROPERTY OWNER INFORMATION

Name: DES PLAINES PARK DISTRICT

Address: 515 E THACKER ST DES PLAINES IL 60016

Phone: 847-391-5700 Fax: _____

Email: DM@DPPARKS.ORG

When does the lease start and expire? NOV 1ST 2023 NOV 1ST 2048

Disclaimer

All grant awards are subject to funding and prioritization by City Council during the budget process in each fiscal year. City Council reserves the right to discontinue this program at any time for any reason without notice.

Program Rule Acknowledgement

Please initial each line after reading, understanding, and agreeing to the following:

DV I have received the "Business Assistance Grant Guidelines" and have read and understand all requirements within.

DV I acknowledge that the business/property may not receive more than two (2) awards over the life of the program.

DV I understand that payments are not made upon approval but as reimbursement after all qualified, approved work as part of the request has passed necessary inspections, after contractors have been paid (with documentation acceptable to the City provided), and, if applicable, after all necessary business registrations and occupancies have been approved.

DV I have read and understand that applicants seeking assistance toward any select interior or exterior work must benefit a specific business that will generate either (i) retail sales or (ii) food-and-beverage tax. I affirm that the business subject to this application generates retail and/or food and beverage tax (if necessary, as determined by CED) *Not required (Staff Initial)* _____.

DV I will seek and obtain/pass all required permits, inspections, registrations, and licenses from the City, State, or any other agency with authority over the components of the project subject to this request.

DV

Applicant signature

3/19/26

Date

Project Budget **Date of submission:** 6/19/2026

Grant: BOOST
Business name: The Foxtail on the Lake
1177 Howard Ave
Des Plaines, IL 60018

ELIGIBLE					
Type of Work	**Contractor**	**Invoice date**	**Work Completed?**	**Cost**	**Notes**
Building Concrete: (excavation and installation of new concrete piers)	41 North Contractors	6/18/2026	No	$ 18,000.00	
Structural Steel: (new steel patio struture)	41 North Contractors	6/18/2026	No	$ 50,000.00	
Ornamental Metals: (patio railing modification for new layout)	41 North Contractors	6/18/2026	No	$ 15,000.00	
Rough carpentry: (sub floor strcuture under paver system)	41 North Contractors	6/18/2026	No	$ 8,500.00	
Caulking & sealant: (joint filling as required)	41 North Contractors	6/18/2026	No	$ 500.00	
Waterproofing & underlayment: (waterproofing system under pavers)	41 North Contractors	6/18/2026	No	$ 6,500.00	
Specialty flooring: Pavers (pedistall paver system to match exisiting pavers)	41 North Contractors	6/18/2026	No	$ 16,000.00	
TOTAL ELIGIBLE				**$ 114,500.00**	

INELIGIBLE					
Type of Work	**Contractor**	**Invoice date**	**Work Complete?**	**Cost**	**Notes**
Engineered plans (engineered structural steel and concrete documents)	41 North Contractors	6/18/2026	No	$ 4,500.00	
Jobsite protections: (protection for existing finishes)	41 North Contractors	6/18/2026	No	$ 500.00	
Building demolition: (demolition of existing handrails, and finishes as required for new addition)	41 North Contractors	6/18/2026	No	$ 6,500.00	
OSHA Compliance	41 North Contractors	6/18/2026	No	$ 500.00	
Insurance	41 North Contractors	6/18/2026	No	$ 1,200.00	
GC Supervisor	41 North Contractors	6/18/2026	No	$ 3,000.00	
GC Fee	41 North Contractors	6/18/2026	No	$ 6,535.00	
TOTAL INELIGIBLE				**$ 22,735.00**	

PROJECT TOTAL $ 137,235.00

Grant Breakdown			
1st tier	50%	$	10,000.00
2nd tier	25%	$	23,625.00
3rd tier	12.5%	$	-
Total Boost Grant		**$**	**33,625.00**

CITY OF DES PLAINES

RESOLUTION R - 172 - 26

A RESOLUTION APPROVING A BUSINESS ASSISTANCE GRANT FOR THE FOXTAIL ON THE LAKE AT 1177 HOWARD AVE.

WHEREAS, pursuant to the Business Assistance Grant Program (***"Program"***) approved by the City Council, the City Council may approve grants to reimburse owners of eligible commercial properties within the City for a portion of eligible improvements as identified in the Program application; and

WHEREAS, the Des Plaines Park District (***"Owner"***) owns the property commonly known as 1177 Howard Avenue, Des Plaines, Illinois ("***Subject Property***"); and

WHEREAS, The Foxtail on the Lake (***"Applicant"***) operates a business at the Subject Property and proposes to expand the existing outdoor patio located on the Subject Property (***"Eligible Improvements"***); and

WHEREAS, the Applicant has applied for a Business Assistance Grant for a reimbursement of a portion of the total cost of Eligible Improvements; and

WHEREAS, the estimated cost of the Eligible Improvements, based on the proposed estimates, are $114,500; and

WHEREAS, the City Council desires to grant a Business Assistance Grant to the Applicant for the reimbursement of 50 percent of the initial $20,000 in eligible expenses and 25 percent of the remaining $94,500 in eligible expenses associated with the Eligible Improvements in an amount not to exceed a $33,625 (***"Grant"***); and

WHEREAS, the City has budgeted sufficient funds in the 2026 Budget to provide the Grant under the Program; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve and authorize Grant for the Applicant;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DES PLAINES, COOK COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF THE GRANT. The City Council hereby approves the Grant to reimburse the Applicant for a portion of the cost of Eligible Improvements in an amount not to exceed $33,625.

SECTION 3: AUTHORIZATION TO DISBURSE GRANT. The City Council hereby authorizes and directs the City Manager or their designee to take all necessary and appropriate action in accordance with the Program guidelines to reimburse the Applicant in an amount not to exceed $33,625.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ___ day of _____, 2026.

APPROVED this ___ day of _____, 2026.

VOTE: AYES _____ NAYS _____ ABSENT _____

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
Peter M. Friedman, General Counsel

DES PLAINES
ILLINOIS

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5380
desplainesil.gov

MEMORANDUM

Date: July 9, 2026

To: Dorothy Wisniewski, City Manager

From: Suzy Aguilar, Economic Development Manager
Jeff Rogers, Director of Community and Economic Development

Subject: Consideration of a Resolution Approving a Business Assistance Grant for Alibi Coffee House at 749 W Golf Rd. (4th Ward)

Issue: The applicant is opening a new coffee shop at 749 W Golf Rd and has applied for a Business Assistance Grant to reimburse a portion of the eligible costs associated with the proposed improvements to the property.

Analysis: The applicant, Alibi Coffee House, represented by owners Eric M. Trojak & Daniel J. Kurek, is requesting City Council approval of a Business Assistance Grant. The grant would be provided as a lump-sum reimbursement following the completion of the proposed eligible improvements to the property.

According to the applicant's estimate, the proposed improvements include interior build-out work consisting of framing, drywall, tile and vinyl flooring installation, electrical and plumbing improvements, installation of a grease interceptor, flooring, and related finish work and signage. The project includes $82,131.51 in eligible costs, resulting in a grant reimbursement of up to $25,532.88, calculated as 50 percent of the first $20,000 in eligible costs and 25 percent of the remaining $62,131.51.

The Business Assistance Grant Program Guidelines limit property owners and businesses to a maximum of two grants over the lifetime of the program. Approval of this request would constitute the applicant's first grant under the program.

City Council Action: If the City Council determines that the request as proposed is consistent with the Business Assistance Grant guidelines, it may adopt Resolution R-173-26 approving a Business Assistance Grant award in an amount not to exceed $25,532.88. Subject to Council approval, grant funds shall be disbursed in an amount not to exceed the approved award, based on documented eligible expenses incurred for the interior build-out, finish work, and signage, following completion of the project and verification that the applicant has satisfied all applicable administrative requirements of the grant program.

Attachments:
Attachment 1: Applicant's Request for Grant Funding

Resolution R-173-26

DES PLAINES
ILLINOIS

Des Plaines Business Assistance Program Application

Applicant Name: IRENEUSZ M TROJAK / DANIEL J KUREK

Business/Property Name: ALIBI COFFEE HOUSE

Address: 749 W GOLF Rd, DES PLAINES, IL

Business Phone: 224-803-0554 Email: ireneusz.trojak@gmail.com

Business Registration Certificate (circle one): *Yes, the certificate number is* _____

No, I have applied on _____ *or pledge to apply (initial)* _____

Description of the project:
Alibi Coffee House is a CAFE serving coffee, drinks pastries, cakes, ice cream.

(Second project for potential future award, if applicable): _____

Estimated project cost (total quotes from contractors): $65,000

Requested Grant Amount: $17,500

Type of Grant (circle one):

SPROUT (up to $10,000, approval by staff)	***BOOST (up to $40,000, approval required by City Council)***	***GROWTH (up to $150,000, approval required by City Council)***

I am the (circle one) of the business property: *Property Owner* or *Tenant.*

If you are a tenant, please provide a project consent letter from the property owner, lease agreement, or PSA and complete the following information of the property owner:

DES PLAINES
ILLINOIS

Property Owner Information

Name: CHICAGO EXHIBITORS CORPORATION

Address: 700 COMMERCE DRIVE, SUITE 450, Oak Brook, IL 60523

Phone: (708) 638 1861 Fax: _____

Email: ERIN.ONEIL@cbre.com

When does the lease start and expire? JANUARY 15, 2026 → FIVE (5) YEARS

Disclaimer

All grant awards are subject to funding and prioritization by City Council during the budget process in each fiscal year. City Council reserves the right to discontinue this program at any time for any reason without notice.

Program Rule Acknowledgement

Please initial each line after reading, understanding, and agreeing to the following:

V I have received the "Business Assistance Grant Guidelines" and have read and understand all requirements within.

V I acknowledge that the business/property may not receive more than two (2) awards over the life of the program.

V I understand that payments are not made upon approval but as reimbursement after all qualified, approved work as part of the request has passed necessary inspections, after contractors have been paid (with documentation acceptable to the City provided), and, if applicable, after all necessary business registrations and occupancies have been approved.

V I have read and understand that applicants seeking assistance toward any select interior or exterior work must benefit a specific business that will generate either (i) retail sales or (ii) food-and-beverage tax. I affirm that the business subject to this application generates retail and/or food and beverage tax (if necessary, as determined by CED) *Not required (Staff Initial)* _____.

V I will seek and obtain/pass all required permits, inspections, registrations, and licenses from the City, State, or any other agency with authority over the components of the project subject to this request.

Applicant signature

MAY 26th 2026
Date

Attachment 1

Project Budget **Date of submission:** 5/26/2026

Grant: BOOST
Business name: Alibi Coffehouse
749 W Golf Rd
Des Plaines, IL 60016

ELIGIBLE						
Type of Work	**Contractor**	**Invoice date**	**PW Affidavt?**	**Work Completed?**	**Cost**	**Notes**
Framing	Man-Master Construction LLC	6/12/2026	Yes	No	$ 6,175.00	
Drywall Installation	Man-Master Construction LLC	6/12/2026	Yes	No	$ 4,750.00	
Tile Installation	Man-Master Construction LLC	6/12/2026	Yes	No	$ 6,370.00	
Vinyl Installation (materials from Floor & Decor)	Man-Master Construction LLC	6/12/2026	Yes	No	$ 9,920.00	
New conduit installation	P.J Electrix Inc	6/8/2026	Yes	No	$ 3,000.00	
New wires for outlets	P.J Electrix Inc	6/8/2026	Yes	No	$ 3,000.00	
New devices and equipment connection	P.J Electrix Inc	6/8/2026	Yes	No	$ 3,000.00	
Electric labor	P.J Electrix Inc	6/8/2026	Yes	No	$ 4,000.00	
Plumbing for Coffee Bar & Kitchen	PR Water and Sewer Construction	6/8/2026	Yes	No	$ 29,685.25	All items on this proposal are eligible. Itemized invoice is just pending.
Installation of grease interceptor	PR Water and Sewer Construction	6/8/2026	Yes	No		
Material and labor	PR Water and Sewer Construction	6/8/2026	Yes	No		
Flooring	Floor & Décor	4/20/2026	N/A	No	$ 2,476.42	See proposal for unit breakdowns
Flooring materials	Floor & Décor	4/20/2026	N/A	No	$ 2,754.84	3 proposals for materials
Building wall signage	SGSI Concept, Design & Print	6/29/2026	Yes	No	$ 5,750.00	
Sign Installation	SGSI Concept, Design & Print	6/29/2026	Yes	No	$ 1,250.00	
TOTAL ELIGIBLE					**$ 82,131.51**	

INELIGIBLE						
Type of Work	**Contractor**		**Invoice date**	**Work Complete?**	**Cost**	**Notes**
N/A						
TOTAL INELIGIBLE					**$ -**	

PROJECT TOTAL **$ 82,131.51**

Grant Breakdown

1st tier	50%	$	10,000.00
2nd tier	25%	$	15,532.88
3rd tier	12.5%	$	-
Total Boost Grant		**$**	**25,532.88**

CITY OF DES PLAINES

RESOLUTION R - 173 - 26

A RESOLUTION APPROVING A BUSINESS ASSISTANCE GRANT FOR ALIBI COFFEE HOUSE AT 749 W. GOLF RD.

WHEREAS, pursuant to the Business Assistance Grant Program (***"Program"***) approved by the City Council, the City Council may approve grants to reimburse owners of eligible commercial properties within the City for a portion of eligible improvements as identified in the Program application; and

WHEREAS, Chicago Exhibitors Corporation (***"Owner"***) owns the property commonly known as 749 W Golf Rd, Des Plaines, Illinois ("***Subject Property***"); and

WHEREAS, Alibi Coffee House (***"Applicant"***) operates a business at the Subject Property and proposes to complete an interior build-out and related improvements (***"Eligible Improvements"***); and

WHEREAS, the Applicant has applied for a Business Assistance Grant for a reimbursement of a portion of the total cost of Eligible Improvements; and

WHEREAS, the estimated cost of the Eligible Improvements, based on the proposed estimates, are $82,131.51; and

WHEREAS, the City Council desires to grant a Business Assistance Grant to the Applicant for the reimbursement of 50 percent of the initial $20,000 in eligible expenses and 25 percent of the remaining $62,131.51 in eligible expenses associated with the Eligible Improvements in an amount not to exceed a $25,532.88 (***"Grant"***); and

WHEREAS, the City has budgeted sufficient funds in the 2026 Budget to provide the Grant under the Program; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve and authorize Grant for the Applicant;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DES PLAINES, COOK COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF THE GRANT. The City Council hereby approves the Grant to reimburse the Applicant for a portion of the cost of Eligible Improvements in an amount not to exceed $25,532.88.

SECTION 3: AUTHORIZATION TO DISBURSE GRANT. The City Council hereby authorizes and directs the City Manager or their designee to take all necessary and appropriate action in accordance with the Program guidelines to reimburse the Applicant in an amount not to exceed $25,532.88.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ___ day of _____, 2026.

APPROVED this ___ day of _____, 2026.

VOTE: AYES _____ NAYS _____ ABSENT _____

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
Peter M. Friedman, General Counsel