

**FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT
FOR REDEVELOPMENT OF 31-33 W. NEW YORK STREET
IN THE CITY OF AURORA, ILLINOIS**

This **FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT FOR REDEVELOPMENT OF 31-33 W. NEW YORK STREET IN THE CITY OF AURORA, ILLINOIS** (“First Amendment”) is made and entered into as of the ____ day of September, 2023 (“Effective Date”) by and between the City of Aurora, Illinois, an Illinois home rule municipal corporation (“City”), Amore Mio J&G Corp., an Illinois business corporation (“Developer/Restaurateur”) and Roberto Avila and Gerson Avila, (each a “Guarantor” and collectively the “Guarantors”). The City, Develop/Restaurateur and Guarantor(s) are sometimes referred to herein individually as a “Party,” and collectively as the “Parties.”

WITNESSETH:

IN CONSIDERATION of the following preliminary statements, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

I. DEFINITIONS

For the purposes of this First Amendment, unless the context clearly requires otherwise, capitalized words and terms used in this First Amendment shall have the meanings provided for in the “Redevelopment Agreement for Redevelopment of 31-33 W. New York Street in the City of Aurora, Illinois,” dated July 11, 2023, by and between the City, the Developer and the Guarantors (“Redevelopment Agreement”), unless otherwise defined in this First Amendment.

II. PRELIMINARY STATEMENTS

Among the matters of mutual inducement which have resulted in this First Amendment are the following, which are hereby added to the Preliminary Statements in the Redevelopment Agreement:

- V. In Resolution No. R23-203, titled “A Resolution Authorizing the Execution of a Redevelopment Agreement for Redevelopment of 31-33 W. New York Street in the City of Aurora, Illinois,” adopted July 11, 2023, the City approved the Redevelopment Agreement.

- W The Redevelopment Agreement joined the Owners of the Property as a party for the limited and sole purpose of authorizing a License Agreement regarding stairs and decking adjacent to the Property. However, the Owners have not executed the Redevelopment Agreement and have not agreed to its terms. Given the pressing need to finish construction of the Project and open the Restaurant, it is in the best interests of the City and the Developer/Restaurateur to amend the Redevelopment Agreement, which

has been agreed to and executed by the City and the Developer/Restaurateur, to remove the Owners as a party to the Redevelopment Agreement and delete all provisions related to the rights and obligations of Owners under the Redevelopment Agreement.

- X. The City and the Developer/Restaurateur desire to advance the Project in accordance with the terms of the “First Amendment to the Redevelopment Agreement for the Redevelopment of 31-33 W. New York Street in the City of Aurora, Illinois” (“First Amendment”).

III. AMENDMENTS TO REDEVELOPMENT AGREEMENT

Amendment One – References in Redevelopment Agreement:

All references in the Redevelopment Agreement to the “Agreement” are amended to be to the “Agreement, as amended by the First Amendment.”

All references in the Redevelopment Agreement to the Owners are deleted so that the Owners are removed as a party to the Redevelopment Agreement.

Amendment Two – Deletion of Terms Related to the Owners:

The Redevelopment Agreement is amended by deleting Section XVI.R. entitled “Limited Joinder of Owners.”

Amendment Three – Exhibits:

EXHIBITS G to the Redevelopment Agreement is deleted in its entirety.

IV. MISCELLANEOUS

- A. **Remainder of Redevelopment Agreement.** All portions of the Redevelopment Agreement, not amended hereby, shall remain in full force and effect as to the City and the Developer/Restaurateur. The City and the Developer/Restaurateur hereby restate and reaffirm their agreement set forth in the Redevelopment Agreement, subject to the amendments made by the First Amendment.
- B. **Counterparts.** This First Amendment shall be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same First Amendment.

C. **Effective Date.** This First Amendment shall be deemed dated and become effective on the day on which this First Amendment is executed by the City, with said date appearing on page 1 hereof.

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

CITY:

CITY OF AURORA,
an Illinois home rule municipal corporation

ATTEST:

By: _____
Richard C. Irvin, Mayor

By: _____
Jennifer Stallings, City Clerk

DEVELOPER/RESTAURANTEUR:

Amore Mio J&G Corp,
an Illinois Corporation

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

GUARANTOR:

ROBERTO AVILA

GUARANTOR:

GERSON AVILA

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Kane)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Richard C. Irvin and Jennifer Stalling, personally known to me to be the Mayor and City Clerk of the City of Aurora, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said Illinois home rule municipal corporation, as their free and voluntary acts, and as the free and voluntary act and deed of said Illinois home rule municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2023.

Notary Public

ACKNOWLEDGMENT

State of Illinois)
) SS
County of _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the President and Secretary, respectively, of Amore Mio J&G Corp., an Illinois business corporation (“Corporation”), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they each signed and delivered the said instrument as their free and voluntary acts, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2023.

Notary Public

ACKNOWLEDGMENT

State of Illinois)
) SS
County of _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Roberto Avila, 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 each signed and delivered the said instrument as his/her free and voluntary acts for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2023.

Notary Public

ACKNOWLEDGMENT

State of Illinois)
) SS
County of _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Gerson Avila, 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 each signed and delivered the said instrument as his/her free and voluntary acts for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2023.

Notary Public