

PARKING AGREEMENT

This Parking Agreement (the "Agreement") is made by and between JH REAL ESTATE PARTNERS, LLC, an Illinois limited liability company, JH 2-12 N. RIVER, LLC, an Illinois limited liability company, and JH 2-12 N River HTC, LLC, an Illinois limited liability company (collectively, the "Developer"), HARISH ANANTHAPADMANABHAN and JAY PUNUKOLLU (collectively, the "Developer") and the City of Aurora, Illinois, an Illinois home rule municipal corporation (the "City"). The Developer and the City are sometimes referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the Parties have entered into a certain redevelopment agreement, approved with resolution R19-330, dated September 24, 2019, as amended by that certain first amendment approved with resolution R21-038, dated February 23, 2021 (collectively, the "Redevelopment Agreement"), copies of which are attached hereto and incorporated herein as Group Exhibit A, with respect to, among other things, the renovating of existing structures within the City, including the building known as the "Hobbs Building", to include approximately 23,400 square feet of residential space, which shall consist of approximately 31 market rate residential units, and approximately 9,370 square feet of retail space, not including any basement space (the "Project"); and

WHEREAS, pursuant to Section 6 of the Redevelopment Agreement, the Parties have agreed to enter into a separate agreement regarding parking for the Project; and

WHEREAS, the Developer has completed the Project; and

WHEREAS, the City owns multiple parking lots located throughout the City, and

WHEREAS, the City will own the parking garage located at 49 West Galena Boulevard and the mechanism of how parking spaces could potentially be made available to residents of the Project willing to pay for such spots will need to be worked out between the Developer, and the City; and

WHEREAS, pursuant to the terms of this Agreement, once the City gains control, the City will make available no more than thirty-one (31) spaces located in the Tivoli Parking Deck, located at 49 W Galena at the northeast corner of River Street and Galena Boulevard (the "Parking Facilities"), needed by the Developer for Developer's residential tenants; and

WHEREAS, the City does not control the parcel of land immediately to the west of the Project commonly referred to as the Z Lot; and

WHEREAS, upon the expiration of the term of this Agreement, the Parties will endeavor to negotiate in good faith to find subsequent parking solutions for the Project; and

WHEREAS, the Parties deem it to be in their best interests and the interests of the general public to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained below, the Parties hereby agree as follows:

Section 1. Incorporation of Preambles.

The Parties hereby find that all of the recitals contained in the preamble to this Agreement are true and correct and those recitals are incorporated into this Agreement by reference.

Section 2. Use of City Parking Facilities.

A. Available Spaces.

Once it becomes available, the City agrees to make available the Tivoli Parking Deck Spaces in the Parking Facility for residents of the Project, which will be permitted by the City at the standard going City rate, which is subject to change and currently has a monthly permit fee of \$40/mo. which will include ingress and egress. All residents who desire to use such spaces shall complete and submit an application for a parking permit to the City's finance department. Such Tivoli Parking Deck Spaces shall be twenty-four (24) hour parking, three hundred sixty-five (365) days per year. All non-Tivoli Parking Spaces in the Parking Facilities shall be open to the public. Notwithstanding the foregoing, parking permits for City parking lots may be obtained by individuals outside the scope of this Agreement by submitting an application to the City's finance department.

B. Identification of Vehicles.

The Resident willing to pay for a parking stall, among those reserved for the development, shall show a method of identification ("parking pass") on the windshield of the vehicle to make use of the Tivoli Parking Deck Spaces. All spaces will be on a first come first serve basis and will be located on the Third floor or above and not dedicated for Casino VIP.

C. Security.

The City and the Developer shall work together to create a safe and secure environment at the Parking Facilities. Notwithstanding the foregoing, it is understood that if the Developer requires security services above and beyond the routine patrols and public safety provided by the Aurora Police Department, the Developer shall provide such services at its sole cost and expense. From time to time, the City may require the use of Parking Facilities for special events or functions. The City shall provide the Developer with an annual calendar of such events and shall give the Developer a minimum of fifteen (15) days advance notice of any such events or functions not included on the annual calendar.

Section 3. Payment.

Individual residents of the Project looking to park one (1) vehicle shall pay the standard going rate for the City, currently \$40.00 per Tivoli Parking Deck Space per month (the "Parking Rate"). Each permitted individual resident shall be responsible for any and all parking violation enforcement for the use of reserved parking space. The City may, from time to time, adjust the Parking Rate to reflect current market value, as generally applied to the community. In the City's sole discretion, any vehicle determined by the City to be inoperable, undriveable, or incapacitated will be towed at the individual resident's or vehicle owner's expense.

Section 4. Term of Agreement.

This Agreement shall commence on the first date of certificate of occupancy for the Project and shall continue for a term of five (5) years thereafter (the "Term"). Upon the expiration of the Term, the Parties shall endeavor to work together to come to a mutually beneficial agreement regarding continued parking for the Project. The Parties acknowledge that parking in the Downtown area of the City is a fluid situation and it is difficult to identify what the needs of the Project and the City will be in the long-term future.

Section 5. Maintenance.

The City shall, at its sole cost and expense, adequately light, and otherwise maintain or cause to maintain the Parking Facilities in a safe condition. The Developer shall have no obligations with regard to the operation or maintenance of the Parking Facilities. Notwithstanding the foregoing, the Developer shall be responsible for any damage, above and beyond typical wear and tear, caused by residents of the Project.

No further specifications were spelled out in the RDA as to whom was made responsible to make reserved parking signs. Being the referenced lots City owned, it is assumed the City would make such signs and maintain the parking lots as a whole. The required signage should also adhere to the FoxWalk Overlay District Design Guidelines.

Section 6. Relocation of Parking for Residents of the Project.

The City has the right to relocate the parking spaces for residents of the Project to a similar parking facility (or facilities) which is located at a generally equal or lesser distance from the Project as the Parking Facilities. In the event of such relocation, it will have no impact on any ongoing payment obligations for the term of this Agreement. The City, as an exercise of its police power, reserves the right to relocate the parking spaces from the Tivoli Parking Deck to other available lots and garages should the designated lot be generally unavailable for use to residents of the Project as a result of structural failure, repairs or other reason outside of the control of the City.

Section 7. Insurance. [Section intentionally left blank]

Section 8. Indemnification.

Notwithstanding anything else to the contrary, the Developer agrees to and shall defend, indemnify and hold the City, its past and present officials (whether appointed or elected), officers, alderman, directors, agents, representatives, attorneys, contractors, insurers, volunteers, servants, successors, predecessors, assigns, employees and any other third party related to the City (collectively, the "Indemnified Parties") harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages (actual or punitive) of every kind and nature, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, contingent or actual, liquidated or unliquidated (collectively, the "Claims" and individually, a "Claim") that occurred or are alleged to have occurred, in whole or in part, in connection with any act or omission of the Developer or its directors, officers, guests, employees, independent contractors, officials, agents, representatives and invitees, the Developer's and its invitees' use of the Parking Facilities, the Developer's breach

of this Agreement, or this Agreement. To the fullest extent permitted by law, the Developer waives any limits to the amount of its obligations to indemnify, defend or contribute any sums due under any of the Claims, including a Claim by any employee of the Developer that may be subject to the Workers' Compensation Act (820 ILCS 305/1, *et seq.*) or any related law or judicial decision.

The indemnification required in this Section shall survive the termination or expiration of the Agreement for matters occurring or arising prior to such termination or expiration. The Developer acknowledges that the requirements set forth in this Section are separate, distinct and apart from and not limited by the Developer's other duties under this Agreement, including the Developer's obligation to obtain and maintain insurance as set forth herein.

Section 9. Assignment.

In the event the Redevelopment Agreement is assigned, this Agreement shall also be assigned to the assignee of Developer's rights and obligations under the Redevelopment Agreement. In no other circumstance shall this Agreement be assigned by the Developer.

Section 10. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

If to the Developer:

[TO BE INSERTED]

With a copy to:

Drendal and Jansons Law Group
Attn: Attention: Lawrence Lobb, Esq.
111 Flinn Street
Batavia, Illinois 60510

If to the City:

City of Aurora Law
Department Corporation
Counsel City of Aurora,
Illinois 44 East Downer
Place Aurora, Illinois
60507

With a copy to:

City of Aurora Economic Development
City of Aurora
44 East Downer Place

Aurora, Illinois 60507

and:

City of Aurora Finance Department
City of Aurora
44 East Downer Place
Aurora, Illinois 60507

Section 11. Successors and Assigns.

The terms, conditions and covenants set forth in this Agreement shall extend to, be binding upon, and inure to the benefit of the respective successors and assigns of the City and the Developer.

Section 12. Miscellaneous Provisions.

A. Amendment; Modification; Waiver; Delay.

Except as otherwise provided for herein, this Agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all of the Parties hereto.

Except as expressly provided herein, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default. Unless otherwise provided for herein, the rights and remedies of the Parties are cumulative and the use of any one right or remedy by any Party shall not preclude or waive the right to use or assert any other right or remedy. The Agreement shall bind and inure to the benefit of the Parties.

B. Construction; Governing Law.

Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, and enforcement of this Agreement shall be brought in the Circuit Court of Kane County. The Parties hereby waive any objections each Party may have based on improper venue or forum non conveniens in connection with any proceeding instituted hereunder.

C. Entire Agreement.

This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, whether oral or written, with respect to the subject matter hereof. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

D. Severability.

The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

E. Counterparts and Facsimile Transmissions.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.

F. Authority to Enter into the Agreement.

Each of the Parties hereto represents and warrants that it has the full right, power, legal capacity and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers.

DEVELOPER:

JH REAL ESTATE PARTNERS, LLC, an Illinois limited liability company

By A. Harish
Its: MANAGING PARTNER

Date: 5/25/26

JH 2-12 N. RIVER, LLC, an Illinois limited liability company

By A. Harish
Its: MANAGING PARTNER

Date: 5/25/26

JH 2-12 N. RIVER HTC, LLC, an Illinois limited liability company

By A. Harish
Its: MANAGING PARTNER

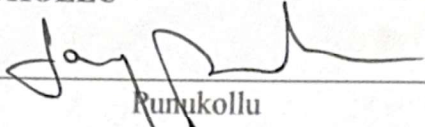
Date: 5/25/26

HARISH ANANTHAPADMANABHAN

By A. Harish
Harish Ananthapadmanabhan

Date: 5/25/26

JAY PUNUKOLLU

By  Jay
Pudukollu

Date: 5/27/2026

CITY OF AURORA, ILLINOIS, an Illinois municipal
corporation

By _____
Mayor

Date: _____

ATTEST:

City Clerk