FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT (this "Amendment") is made as of the latest date set forth in the signature line hereof (the "Effective Date") by and between the CITY OF AURORA, ILLINOIS, an Illinois municipal corporation (the "City"), and TH LLC, an Illinois limited liability company (the "Developer"), and BERNIE LASKOWSKI (the "Guarantor", and with the Developer and the City, the "Parties").

WITNESSETH:

WHEREAS, the Parties have entered into a certain Redevelopment Agreement dated April 1, 2020 (the "Original Agreement"), incorporated herein by reference, pursuant to which Developer agrees to redevelop the properties located at 41 S. Stolp Avenue, Aurora, Illinois (the "Developer Property") and 1 W. Downer Place, Aurora, Illinois (the "City Property", and together with the Developer Property, the "Properties") by renovating the existing structures and further developing the Properties to include a Craft Urban restaurant (the "Restaurant") and three (3) apartment units, totaling approximately 5,600 square feet (generally, the "Project"), and the City agrees to provide the Developer with certain incentives to redevelop the Properties; and

WHEREAS, construction on the Project is expected to begin in short order; and

WHEREAS, the Developer has approached the City to inquire about amending the scope of the Project to replace the originally proposed three (3) apartment units on the second floor of the Developer Property with expanded restaurant space; and

WHEREAS, the Developer has indicated that the use of the second floor of the Developer Property as expanded dinning space is a more profitable use of such space; and

WHEREAS, City staff has reviewed the projected revenues for the second floor of the Developer Property as both three (3) residential units and as expanded restaurant space, and agrees with the Developer that use of said space as expanded restaurant is more profitable; and

WHEREAS, the Coronavirus Disease 2019 (COVID-19) pandemic has caused certain unforeseen delays in the completion of the Project, which the Parties agree necessitates an amendment to the Project Timeline; and

WHEREAS, the Parties have decided that it is in the best interest of the Parties to administer the Loan draws through an escrow account with Chicago Title and Trust; and

WHEREAS, in light of the foregoing, the Parties now desire to amend the Original Agreement pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated into and deemed a part of this Amendment) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A-1. The term "Agreement" as used herein and in the Original Agreement shall mean and refer to the Original Agreement as amended by this Amendment.

A-2. The term "Project" shall mean the renovating of the existing structures of the Developer Property and redeveloping the City Property to include a Craft Urban restaurant (the "Restaurant"), totaling approximately 5,600 square feet.

A-3. The Preliminary Project Plan attached to the Original Agreement and incorporated therein as Exhibit E is hereby replaced by the amended Preliminary Project Plan, attached hereto and incorporated herein as Exhibit A.

A-4. The Project Timeline attached to the Original Agreement and incorporated therein as Exhibit F is hereby replaced by the amended Project Timeline, attached hereto and incorporated herein as Exhibit B.

A-5. Draws on the Loan shall be disbursed through an escrow account established with Chicago Title and Trust (the "Escrow Account"). To facilitate the draws on the Loan through the Escrow Account, the Parties shall execute escrow instructions consistent with the Loan draw requirements set forth in Section 2 of the Original Agreement. The Developer shall be responsible for covering any fees charged by Chicago Title and Trust associated with the Escrow Account.

A-6. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Original Agreement.

A-7. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

A-8. This Amendment and the Original Agreement contain the complete and integrated agreement of the Parties. This Amendment and the Original Agreement shall not be further amended, modified or supplemented except by a writing signed by the Parties.

A-9. To the extent any provision of the Original Agreement is inconsistent with any provision of this Amendment, the terms of this Amendment shall control. Except as specifically modified by this Amendment, all terms and conditions of the Original Agreement are and shall remain in full force and effect.

SIGNATURE PAGES FOLLOW

[Signature Page to Amendment]

IN WITNESS WHEREOF, TH LLC has executed this Amendment on the Effective Date.

TH LLC, an Illinois limited liability company

By_____ Its: _____

Date:

ACKNOWLEDGEMENT

STATE OF ILLINOIS)) SS. COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Bernie Laskowski, as the ______ and Authorized Representative of TH LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____ 2021.

[Signatures follow on the next page]

[Signature Page to Amendment]

IN WITNESS WHEREOF, Bernie Laskowski has executed this Amendment on the Effective Date.

GUARANTOR

By_____ Bernie Laskowski

Date:

ACKNOWLEDGEMENT

STATE OF ILLINOIS) OUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Bernie Laskowski, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____ 2021.

Notary Public

[Signatures follow on the next page]

[Signature Page to Amendment]

IN WITNESS WHEREOF, the City of Aurora has executed this Amendment on the Effective Date.

CITY OF AURORA, ILLINOIS, an Illinois municipal corporation

By_____ Mayor

Date:

ATTEST:

City Clerk

ACKNOWLEDGEMENT

STATE OF ILLINOIS)) SS. COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Richard C. Irvin, as the Mayor and Authorized Representative of the City of Aurora, an Illinois municipal corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____ 2021.

EXHIBIT A

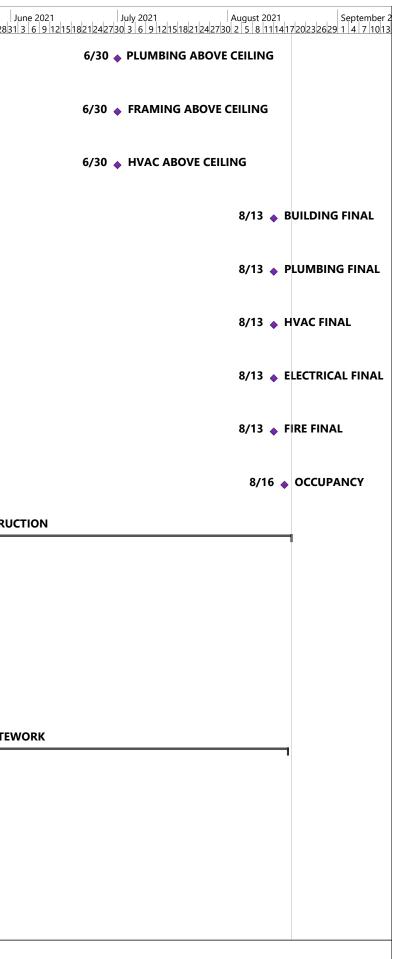
PRELIMINARY PROJECT PLAN

EXHIBIT B

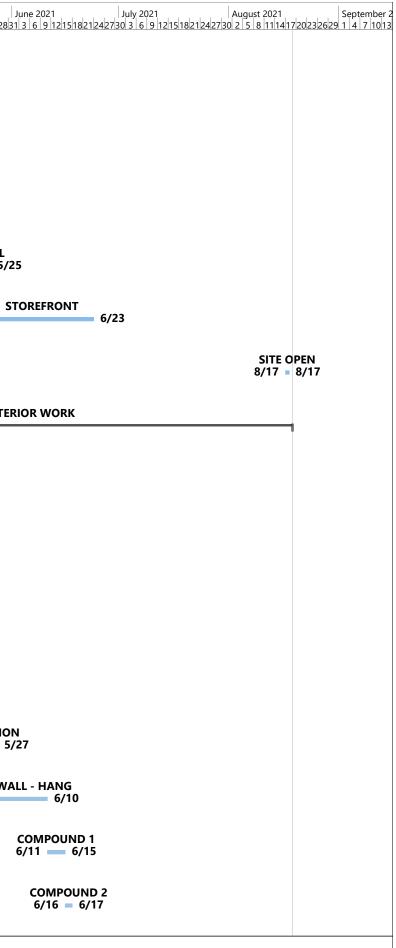
PROJECT TIMELINE

Task Mode	Task Name	Duration	Start	Finish	ıary 2021 February 2021 March 2021 April 2021 May 2021 June 2021 June 2021 June 2021 August 2021 September 201 September 201 July 2021 August 2021 September 201 September 201 July 2021 August 2021 September 201 S
1 🛶	CRAFT URBAN AT 41 S STOLP	398 days	Mon 2/10/20	Wed 8/18/21	PROJECT DURATION
2 –	GC / OWNER DESIGN AND PERMITS	282 days	Mon 2/10/20	Tue 3/9/21	DESIGN & PERMITS
11 📑	PRE-CONSTRUCTION MEETINGS	283 days	Mon 2/10/20	Wed 3/10/21	PRE-CONSTRUCTION MEETINGS
17 📑	SUB-CONTRACTOR CONTRACTS	42 days	Thu 2/27/20	Mon 4/27/20	
50 -	INSPECTIONS	97 days	Thu 4/1/21	Mon 8/16/21	INSPECTIONS
51 📑	INSPECTION - SITE ELECTRICAL	0 days	Thu 4/1/21	Thu 4/1/21	4/1 ◆ SITE ELECTRICAL
52 📑	INSPECTION - SITE FUEL	0 days	Tue 4/6/21	Tue 4/6/21	4/6 🔷 SITE FUEL
53 📑	INSPECTION - SITE PLUMBING	0 days	Tue 4/13/21	Tue 4/13/21	4/13 💊 SITE PLUMBING
54 🗾	INSPECTION - PATIO	0 days	Fri 4/23/21	Fri 4/23/21	4/23 🔶 PATIO
55 📑	INSPECTION - ROUGH FRAMING	0 days	Thu 4/22/21	Thu 4/22/21	4/22 💊 ROUGH FRAMING
56 록	INSPECTION - ROUGH PLUMBING	0 days	Fri 4/30/21	Fri 4/30/21	4/30 💊 ROUGH PLUMBING
57 🔩	INSPECTION - ROUGH HVAC	0 days	Mon 5/10/21	Mon 5/10/21	5/10 💊 ROUGH HVAC
58 🔩	INSPECTION - ROUGH ELECTRICAL	0 days	Mon 5/17/21	Mon 5/17/21	5/17 🔷 ROUGH ELECTRICAL
59 📑	INSPECTION - ROUGH FIRE	0 days	Mon 5/17/21	Mon 5/17/21	5/17 💊 ROUGH FIRE
60 🛋	INSPECTION - INSULATION	0 days	Thu 5/27/21	Thu 5/27/21	5/27 🔶 INSULATION
61 📑	INSPECTION - FIRE ABOVE CEILING	0 days	Wed 6/30/21	Wed 6/30/21	6/30 🔶 FIRE ABOVE CEILING
62 📑	INSPECTION - ELECTRICAL ABOVE CEILING	0 days	Wed 6/30/21	Wed 6/30/21	6/30 🔶 ELECTRICAL ABOVE CEILING

)	Task Mode	Task Name	Duration	Start	Finish	January 2021 February 2021 March 2021 April 2021 April 2021 May 2021 J 1 4 7 1013161922252831 3 6 9 121518212427 2 5 8 11141720232629 1 4 7 10131619222528 1 4 7 1013161922252831
63		INSPECTION - PLUMBING ABOVE CEILING	0 days	Wed 6/30/21	Wed 6/30/21	
64		INSPECTION - FRAMING ABOVE CEILING	0 days	Wed 6/30/21	Wed 6/30/21	
65		INSPECTION - HVAC ABOVE CEILING	0 days	Wed 6/30/21	Wed 6/30/21	
66	÷	INSPECTION - FINAL BUILDING	0 days	Fri 8/13/21	Fri 8/13/21	
67	÷	INSPECTION - FINAL PLUMBING	0 days	Fri 8/13/21	Fri 8/13/21	
68		INSPECTION - FINAL HVAC	0 days	Fri 8/13/21	Fri 8/13/21	
69		INSPECTION - FINAL ELECTRICAL	0 days	Fri 8/13/21	Fri 8/13/21	
70		INSPECTION - FINAL FIRE	0 days	Fri 8/13/21	Fri 8/13/21	
71		INSPECTION - OCCUPANCY	0 days	Mon 8/16/21	Mon 8/16/21	
72	÷	CONSTRUCTION	116 days	Wed 3/10/21	Wed 8/18/21	CONSTRUC
73		MOBILIZATION	4 days	Wed 3/10/21	Mon 3/15/21	
74	÷	JDR - MOBILIZATION	1 day	Wed 3/10/21	Wed 3/10/21	 JDR MOBILIZE
75		JDR - SITE PREP	3 days	Thu 3/11/21	Mon 3/15/21	SITE PREP
77	-	SITE WORK	109 days	Thu 3/18/21	Tue 8/17/21	SITEM
78		SITEWORK - MOBILIZATION	1 day	Thu 3/18/21	Thu 3/18/21	SITEWORK - MOBILIZATION 3/18 = 3/18
79		ELECTRICAL - SERVICE EXTENSION	10 days	Fri 3/19/21	Thu 4/1/21	EL - SERVICE 3/19 4/1
80		PLUMBING - SERVICE EXTENSION	8 days	Fri 3/19/21	Tue 3/30/21	PL -SERVICE 3/19 3/30
						Page 2



D	Task Mode	Task Name	Duration	Start	Finish	January 2021 February 2021 March 2021 April 2021 April 2021 May 2021 1 4 7 1013161922252831 3 6 9 121518212427 2 5 8 11141720232629 1 4 7 10131619222528 1 4 7 10131619222528
81		FUEL - SEVICE EXTENSION	3 days	Fri 4/2/21	Tue 4/6/21	GAS - SERVICE 4/2 — 4/6
82		PLUMBING - GREASE TRAP INSTALL	5 days	Wed 4/7/21	Tue 4/13/21	PL - GREASE TRAP 4/7 4/13
83	-5	CONCRETE - SITE PREP	3 days	Wed 4/21/21	Fri 4/23/21	CONCRETE - PREP 4/21 = 4/23
84		CONCRETE - PATIO INSTALL	8 days	Mon 4/26/21	Wed 5/5/21	CONCRETE - INSTALL 4/26 5/5
85	-5	STEEL - PERGOLA INSTALL	14 days	Thu 5/6/21	Tue 5/25/21	PERGOLA INSTALI 5/6 5
86	-5	GLASS - STOREFRONT INSTALL	21 days	Wed 5/26/21	Wed 6/23/21	5/26
87		JDR - SITE OPEN	1 day	Tue 8/17/21	Tue 8/17/21	
88		INTERIOR	106 days	Wed 3/24/21	Wed 8/18/21	INT
89	-,	JDR - INTERIOR PREP	1 day	Wed 3/24/21	Wed 3/24/21	PREP 3/24 = 3/24
90		CARPENTRY - INTERIOR FRAMING	21 days	Thu 3/25/21	Thu 4/22/21	INTERIOR FRAMING 3/25 4/22
91		PLUMBING - ROUGH	15 days	Mon 4/12/21	Fri 4/30/21	ROUGH PLUMBING 4/12 4/30
92		ELECTRICAL - ROUGH	15 days	Tue 4/27/21	Mon 5/17/21	ROUGH ELECTRICAL 4/27 5/17
93		HVAC - ROUGH	10 days	Tue 4/27/21	Mon 5/10/21	ROUGH HVAC 4/27 5/10
94	-5	INSULATION	5 days	Fri 5/21/21	Thu 5/27/21	INSULATI 5/21
95	-,	DRYWALL - INSTALLATION	10 days	Fri 5/28/21	Thu 6/10/21	DRYW 5/28 =
96	-5	DRYWALL - COMPOUND 1	3 days	Fri 6/11/21	Tue 6/15/21	
97		DRYWALL - COMPOUND 2	2 days	Wed 6/16/21	Thu 6/17/21	
						Page 3



April 2021 May 2021 June 2021 June 2021 August 2021 Au	Finish	Start		k Name	sk T ode
COMPOUND 3 6/18 — 6/21	Mon 6/21/21	Fri 6/18/21	2 days	DRYWALL - COMPOUND 3	
PRIMER 6/22 = 6/23	Wed 6/23/21	Tue 6/22/21	2 days	PAINT - PRIMER	•
PAINT - 1ST COAT 6/24 6/30	Wed 6/30/21	Thu 6/24/21	5 days	CEILING - GRID INSTALL	
PAINT - 1ST COAT 7/1 7/6	Tue 7/6/21	Thu 7/1/21	4 days	PAINT - 1ST COAT	, ,
DINING FLOOR 7/1 7/12	Mon 7/12/21	Thu 7/1/21	8 days	FLOORING - REFINISH	•
KITHEN FLOOR 7/1 7/12	Mon 7/12/21	Thu 7/1/21	8 days	FLOORING - KITCHEN AND BATH	•
CUSTOM BAR 7/13 7/26	Mon 7/26/21	Tue 7/13/21	10 days	MILLWORK - CUSTOM BAR	
PAINT - 2ND COAT 7/27 — 7/30	Fri 7/30/21	Tue 7/27/21	4 days	PAINT - 2ND COAT	•
CEILING TILES 8/2 = 8/3	Tue 8/3/21	Mon 8/2/21	2 days	CEILLING - INSTALL TILES	•
HVAC - TRIM 8/2 — 8/5	Thu 8/5/21	Mon 8/2/21	4 days	HVAC - TRIM	•
ELECTRICAL - TRII 8/2 8/6	Fri 8/6/21	Mon 8/2/21	5 days	ELECTRICAL - TRIM	•
PLUMBING - TRIN 8/2 - 8/6	Fri 8/6/21	Mon 8/2/21	5 days	PLUMBING - TRIM	•
CARPENTRY - T 8/2 8	Fri 8/13/21	Mon 8/2/21	10 days	CARPENTRY - TRIM / FINISH	•
FFE INSTALL 8/2 8	Fri 8/13/21	Mon 8/2/21	10 days	OPERATOR - FFE INSTALLATION	•
INTERI 8/17	Wed 8/18/21	Tue 8/17/21	2 days	JDR - INTERIOR OPEN	