

**Exhibit B**  
**Real Estate Purchase and Development Agreement**  
**Between the City of Aurora and Jason Morales**  
**Dated March 22, 2019**

This Exhibit B is attached to and made a part of the Real Estate Purchase and Development Agreement (“Agreement”) referenced above. Capitalized terms not defined in this Exhibit shall have the meaning as defined in the Agreement. The City, pursuant to Sections 11(b) and 11(c) of the Agreement, has two options (“Option 1” and “Option 2”) to purchase the Property.

(a). Option Terms: The term of Option 1 shall commence on the first day of the month following the twelve (12) month anniversary date of the Agreement in the event Developer fails to open a MORA Asian Fusion restaurant on the Property within such time due to the fault of Developer and shall terminate one year thereafter. The term of Option 2 shall commence upon the closing of the MORA Asian Fusion Restaurant after its opening and shall terminate on the sixth anniversary of the Agreement.

(b). Purchase price of Options: The Purchase Price for Option 1 shall be 100% of Developer’s structural improvement costs for the Property. The Purchase Price for Option 2 shall be the appraised value of the Property plus 100% of Developer’s structural improvement costs for the Property. Developer’s structural capital costs would include not only the initial first floor restaurant renovation, but also any additional structural improvement costs during the first six years and previously approved by the City as evidenced by building permits, *e.g.* second floor expansion, basement, or roof top.

(c) Appraisals. The appraised value of the Property shall be determined by the average appraised value as provided for by two MAI appraisals, made by two separate appraisers, one selected by the Developer and one selected by the City. The selection of appraisers shall be made by the parties within 30 days following the Option Notice date.

(d). The Options may be exercised, and a binding contract of purchase and sale will occur, if the City notifies Developer (an "Option Notice") in writing, by overnight courier, certified mail, or personal delivery, as provided in Section 14 of the Agreement, at any time during the Option Term as provided in subsection (a) hereof. If mailed or sent by overnight courier, the Option is deemed exercised on the date (the "Option Notice Date") deposited in the mail or with the overnight courier.

(e). Not less than five (5) days prior to the date of Closing on the Option, as hereinafter provided, the City shall obtain a commitment for title insurance (the "Commitment") for the Property, issued by a title insurance company licensed to do business in Illinois (the "Title Company") in an amount not less than the Option Purchase Price. The Commitment must show marketable and insurable title of the Property in the Developer subject only to: (i) the Permitted Exceptions (as defined in the Agreement); (ii) liens of a definite or ascertainable amount which Developer has the right to remove and will cause to be removed at the closing (the "Removable Liens"); and (iii) acts done or suffered by or judgments against the City.

(f). If the Commitment discloses exceptions other than the Permitted Exceptions or Removable Liens, City must notify Developer in writing of its objections to the Commitment (the "Defects"). Developer must use its best efforts to cause these Defects to be removed from the Commitment. If the Developer fails to have the Defects removed or cured within thirty (30) days after receipt of notice from City, or such time as may be extended by City, City may elect to take title subject to the Defects, and credit an amount equal to the actual cost incurred by City to cure or discharge the Defects against the Option Purchase Price, or may terminate the purchase without further liability. The closing must occur within five (5) days after the Defects are discharged and cured or waived by City, as the case may be, or on the Option Closing Date set forth below, whichever is later.

(g). Developer, as of the Option Closing Date, represents and warrants to City with respect to the Property as follows to the best of Developer's knowledge:

(i) The Property complies in all respects with all Permitted Exceptions and all applicable laws, ordinance, codes, rules and regulations.

(ii) Developer has no knowledge of any assessments, charges, pay backs, or obligations requiring payment of any nature or description against the Property that remain unpaid. Developer, after due inquiry, has no knowledge of any public improvements having been ordered, threatened, announced or contemplated with respect to the Property that have not been completed, assessed and paid for.

(iii) Developer is the lawful owner of the Property and holds insurable and marketable title to the Property free and clear of all liens and encumbrances other than the Options, the Permitted Exceptions and Removable Liens. The Developer has and will have on the date of this Agreement and the Closing date the power and authority to sell the Property to City and perform its obligations in accordance with the terms of the Agreement, and each person who executes the Agreement and all other instruments and documents in connection with it, has or will have due power and authority to so act. Developer will have complied with all applicable statutes, laws, ordinances and regulations in order to effectively convey and transfer all of Developer's right, title and interest in the Property to City.

(iv) Developer will not have contracted for the furnishing of labor or materials to the Property which will not be paid for in full.

(v) Developer has no knowledge of any suit, action or other legal proceeding arising out of or related to any environmental laws with respect to the Property which is pending or threatened before any court, agency or governmental authority. Developer has not received any notice that the Property is in violation of the environmental laws.

(vi) Developer is not a "foreign person" within the meaning of 26 U.S.C.A. §1445(f)(3).

(h). The closing (the "Option Closing Date") on the purchase will take place at the offices of the Title Company thirty (30) days after the Option Notice Date, or the date the appraisals are completed, as the case may be, or on such other date, time or place as Developer and City agree. At Closing Developer shall deliver to City a recordable warranty deed conveying good, marketable and merchantable title to the Property, subject only to the Permitted Exceptions.