

**IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
KANE COUNTY, ILLINOIS**

CITY OF AURORA,)	
an Illinois municipal corporation,)	
)	CONDEMNATION
Plaintiff,)	Case No. 16 ED 7
v.)	
)	
G6 HOSPITALITY PROPERTY LLC,)	
NON-RECORD CLAIMANTS, and)	
UNKNOWN OWNERS;)	
)	
Defendants.)	

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement and Mutual Release of Claims (the “Agreement”) is entered into by and between the Plaintiff, City of Aurora, an Illinois home rule municipal corporation (hereinafter referred to herein as the “City” or the “Buyer”), represented by Klein, Thorpe & Jenkins, Ltd. And Defendants, G6 Hospitality Property LLC, a Delaware limited liability company, (hereinafter referred to herein as “G6” or the “Seller”), represented by Clark Hill PLC. The City and G6 are hereinafter sometimes referred to individually as “Party” or collectively as the “Parties.”

WHEREAS, the City filed a Complaint for Condemnation in the Circuit Court of Kane County, Illinois under case number 16 ED 7 (the “Complaint”) in order to acquire fee simple interest in the property commonly known as 2380 North Farnsworth Avenue (“Subject Property” or “Property”), legally described in the Complaint and in **Exhibit A** attached hereto; and

WHEREAS, the Subject Property is being acquired by the City for the purposes set forth in the Complaint, which includes the extension and realignment of Farnsworth Avenue and Corporate Boulevard and requires the acquisition of the Subject Property; and.

WHEREAS, G6 has represented and warrants to the City that it holds all right, title and ownership interest in the Subject Property; and

WHEREAS, after the filing of the Complaint, the City and G6 have agreed to fully and completely settle and terminate this case, with prejudice, in accordance with the terms and conditions set forth within this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The Parties hereby adopt the foregoing Recitals and incorporate them herein.
2. **Payment of Just Compensation.** Based on the agreement of the Parties and other consideration and agreements as more fully set forth herein, the City agrees to pay to G6 the sum of THREE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,400,000.00) as just compensation for the acquisition of fee simple title, free and clear of all encumbrances, as provided herein, to and in the Subject Property. The just compensation to be paid by the City referenced above to G6, together with the other consideration and agreements set forth herein shall be and is full and final satisfaction of all takings, damages, costs, including attorney's fees, and claims of G6 arising out of or resulting from the City's Complaint, acquisition, and use of the Subject Property and any damages, costs or claims of G6 with respect to the acquisition of the Subject Property.
3. **Closing.** The Subject Property shall be conveyed by G6 ("Seller") to the City ("Buyer") pursuant to the following:

- A. SALE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement and the terms, the fee simple title to the Subject Property.
- B. PURCHASE PRICE. The purchase price for the purchase of the Subject Property by Buyer is THREE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,400,000.00) (the "Purchase Price"). At closing, Buyer shall pay to Seller, in good and available funds by wire transfer or cashier's check, the Purchase Price, plus or minus prorations as provided herein.
- C. CLOSING DATE. The closing (the "Closing") of the contemplated purchase and sale of the Subject Property shall take place through a deed and money escrow ("Escrow") on January 31, 2019 (the "Closing Date") at the office of Chicago Title Insurance Company, 10 South LaSalle St. Suite 3100 Chicago, Illinois 60603 (the "Title Company") or at such other time and place as mutually agreed to by the Parties. The cost of the Escrow Closing fee shall be paid for by Buyer.
- D. TITLE. Prior to Closing, Buyer, at Buyer's expense, shall obtain a title commitment issued by the Title Company, in the amount of the Purchase Price, with extended coverage over the standard exceptions 1 through 5 (the "Title Commitment"), together with copies of all underlying title documents listed in the Title Commitment (the "Underlying Title Documents"), subject only to: (1) 2017 real estate taxes and subsequent years, not yet due and payable for the Property; (2) easements of record; and (3) improvements on land are "AS IS, WHERE IS," ("Permitted Exceptions"). If the Title Commitment, Underlying

Title Documents or the Survey (as hereinafter defined) disclose exceptions to title, which are not acceptable to Buyer (the "Unpermitted Exceptions"), Buyer shall have fourteen (14) days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Buyer shall provide Seller with an objection letter (the "Buyer's Objection Letter") listing the Unpermitted Exceptions, which are not acceptable to Buyer. Seller shall have ten (10) business days from the date of receipt of the Buyer's Objection Letter ("Seller's Cure Period") to remove or undertake to remove the Unpermitted Exceptions from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and the Closing shall be extended such additional time, but not beyond February 28, 2019 (the "Extended Title Closing Date") after Buyer's receipt of a proforma title policy (the "Proforma Title Policy") reflecting resolution of or the Title Company's commitment to insure over the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time, Buyer may elect to either (i) terminate this Agreement and this Agreement shall become null and void without further action of the parties, or (ii) upon notice to Seller within ten (10) business days after Buyer's receipt of Seller's intention not to cure the Unpermitted Exceptions, take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount

which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. The Buyer shall pay the cost for any later date title commitments, and Buyer shall pay for the cost of the later date to its Proforma Title Policy.

- E. SURVEY. Prior to Closing, Buyer, at Buyer's cost and expense, shall obtain a Plat of Survey (the "Survey") that conforms to the Minimum Standards of Practice for boundary surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Plat of Survey shall include the following statement, placed near the professional land surveyor seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a boundary survey."
- F. DEED. Seller shall convey fee simple title to the Subject Property to Buyer, by a recordable Special Warranty Deed (the "Deed"), subject only to the Permitted Exceptions. Seller shall also execute and deliver, at Closing, any and all documents, in addition to the Deed, including an Affidavit of Title, Covenant

and Warranty (“Affidavit of Title”), and Title Company documentation including, but not limited to, an ALTA Statement, GAP Undertaking or such other documents reasonably requested by the Title Company to consummate the transaction contemplated herein and to vest fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the issuance of the Buyer's Title Company owners title insurance policy. Buyer shall be responsible for the recording fee of the Deed.

G. CLOSING DOCUMENTS. On the Closing Date, the obligations of the Buyer and Seller shall be as follows:

i. Seller shall deliver or cause to be delivered to the Title Company:

1. the original executed and properly notarized Deed;
2. the original executed and properly notarized Affidavit of Title;
3. the original executed and properly notarized Non-Foreign Affidavit;
4. counterpart originals of Seller’s Closing Statement;
5. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, ALTA statements and GAP Undertaking, and such other documentation as is reasonably required by the Title Company to issue Buyer its owners title insurance policy in accordance with the Proforma Title Policy and in the amount of the Purchase Price insuring the fee simple title to the Property

in the Buyer as of the Closing Date, subject only to the Permitted Exceptions.

- ii. Buyer shall deliver or cause to be delivered to the Title Company:
 - 1. the purchase price, plus or minus any prorations;
 - 2. counterpart originals of Seller's Closing Statement;
 - 3. ALTA Statement and such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.
- iii. The Seller and Buyer shall deposit fully executed State of Illinois Transfer Declarations and County Transfer Declarations.

H. PRORATIONS. At Closing, the following adjustments and prorations shall be computed as of the Closing Date and the balance of the Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on a 365-day year, with the Seller having the day prior to the Closing Date.

- i. Real Estate Taxes. General real estate taxes for 2017 (to the extent not then paid), 2018 and 2019 (to the Closing Date), special assessments and all other public or governmental charges against the Subject Property in and for 2017, 2018 and 2019 (to the Closing Date) which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Closing Date) shall be adjusted and apportioned as of the Closing Date. If the exact amount of general real estate taxes is not known at Closing,

the proration will be based on 105% of the most recent full year tax bill, and shall be conclusive, with no subsequent adjustment or re-proration.

ii. Miscellaneous. All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, all water, sewer, gas and utility bills), the parties shall prorate on the best available information. Final readings and final billings for utilities shall be taken as of the date of Closing.

I. CONVEYANCE TAXES. The parties acknowledge that, as Buyer is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). Seller is obligated to furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

J. COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER. The covenants, representations and warranties contained in this Paragraph shall be deemed remade as of the Closing Date and shall survive the Closing for a period of six (6) months and shall be deemed to have been relied upon by the Buyer in consummating this transaction, notwithstanding any investigation the Buyer may have made with respect thereto, or any information developed by or made available to the Buyer prior to the Closing and consummation of this transaction. Seller covenants, represents and warrants to the Buyer as to the

following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the Closing Date:

- i. Title Matters. To Seller's knowledge and belief, with no duty to investigate, Seller has good and marketable fee simple title to the Property, subject to this Condemnation Case, any pending City notices of violations ("Notices") and the existing mortgage financing lien, which will be released at Closing. Notwithstanding any due dates on the Notices to correct such violations, the City agrees to extend such due date for addressing and undertaking necessary steps to correct such violations raised in the Notices to August 8, 2018.
- ii. Pending and Threatened Litigation. To the knowledge and belief of Seller, with no duty to investigate, and excluding those matters, including without limitation, this Condemnation Case, the Notices and mortgage lien currently pending between the Buyer and the Seller, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Subject Property.
- iii. Access to Subject Property/Utilities. No written notice has been received from any provider listed below, and, to the knowledge and belief of Seller, no fact or condition exists which would result in the termination or impairment of access to the Subject Property or which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or

services. However, the Notices referenced above reflect current citations, regarding landscaping (removal of dead trees) and clean up (trash on and behind the Property) matters affecting the Property.

- iv. Assessments. To the knowledge and belief of Seller, there are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed, and there are no special or general assessments pending against or affecting the Subject Property.
- v. Authority of Signatories; No Breach of Other Agreements; etc. The execution, delivery of and performance under this Agreement by Seller is pursuant to authority validly and duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction known to Seller and by which Seller or the Subject Property are bound; and will not and does not, to the knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Property are subject or bound.

- vi. Executory Agreements. Seller is not a party to, and the Subject Property is not subject to, any contract or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Subject Property, other than this Agreement that shall extend past the date of vacation and turnover of the Subject Property by Seller to Buyer upon the Closing Date. Buyer shall not, by reason of entering into or closing under this Agreement, become subject to or bound by any agreement, contract, lease, license, invoice, bill, undertaking or understanding which it shall not have previously agreed in writing to accept. Seller warrants and represents that no written leases, licenses or occupancies exist in regard to the Subject Property which shall continue beyond the vacation and turnover date of the Subject Property by Seller to Buyer and, further, that no person, corporation, entity, tenant, licensee or occupant has an option or right of first refusal to purchase, lease or use the Subject Property, or any portion thereof.
- vii. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Subject Property have been or shall be paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Subject Property.
- viii. Governmental Obligations. To the knowledge of Seller, except as matters between Seller and Buyer, there are no unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.

ix. Section 1445 Withholding. Seller represents that he/she/it/they is/are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is/are, therefore, exempt from the withholding requirements of said Section. At Closing, Seller shall furnish Buyer with a Non-Foreign Affidavit as set forth in said Section 1445.

K. Default and Conditions Precedent to Closing.

i. It is a condition precedent to Closing that:

1. fee simple title to the Subject Property is shown to be good and marketable, subject only to the Permitted Exceptions, as required hereunder and is accepted by Buyer;
2. the covenants, representations and warranties of Seller contained in Paragraph 3.J. hereof and elsewhere in this Agreement are true and accurate on the Closing Date or waived by Buyer in writing on the Closing Date; and
3. Seller has performed under the Agreement and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under the Agreement in order to close on the Closing Date.

ii. If, before the Closing Date, Buyer becomes aware of a breach of any of Seller's representations and warranties or of Seller failing to perform all of its covenants or otherwise failing to perform all of its obligations and fulfill all of the conditions required of Seller in order to close on the Closing Date, Buyer may, at its option:

1. elect to enforce the terms hereof by action for specific performance; or
 2. attempt to cure such breach or failure by Seller, if Seller has not acknowledged, undertaken and is diligently pursuing cure, within thirty (30) days of notice of any such breach or failure, for a period of up to thirty (30) days following the date of written notice to Seller regarding such breach or failure or the Closing Date, and Seller's failure to commence cure, charging Seller for all costs and expenses subsequently incurred in doing so and, following such attempt, to either: (a) terminate this Agreement; or (b) proceed to Close notwithstanding such breach or nonperformance.
- iii. In the event the City breaches its obligations under this Agreement, it shall be liable and pay to Seller the Just Compensation as set forth in Section 2 above and the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) for each and every day, beginning on the Closing Date that the City fails to fulfill its obligations hereunder and all costs incurred, including reasonable attorney's fees and expenses, in enforcing this Agreement.
- iv. The Parties acknowledge that remedies at law will be inadequate remedies for breach of this Agreement and consequently agree that this Agreement shall be enforceable by specific performance. The remedy

of specific performance shall be in addition to all of the rights and remedies at law or in equity of the Parties under this Agreement

L. BINDING EFFECT. This Agreement shall inure to the benefit of and shall be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, agents, administrators, executors and/or successors in interest of any kind whatsoever of the parties hereto.

M. BROKERAGE. Each party hereto hereby represents and warrants to the other that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it or, through such party's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Agreement. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This provision shall survive the Closing.

4. **Mutual Indemnification, Waiver and Release.**

A. G6 TO CITY. G6, and its successors and assigns, shall defend, indemnify and hold harmless the City and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, from and against

any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws, (including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the City and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees may incur from or on account of G6's possession and use of the Subject Property up to the Closing Date, G6's business operations on the Subject Property up to the Closing Date, any tests or surveys conducted by G6 on the Subject Property up to the Closing Date, and any construction or maintenance activities conducted on the Subject Property by or on behalf of G6 up to the Closing Date, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a bodily or personal injury claim, suit or action and/or any Losses relating to environmental investigation, cleanup, or abatement, whether asserted or un-asserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of G6's activities at the Subject Property.

It is expressly understood, agreed upon and the specific intent of this Agreement that the City and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees will at no time assume responsibility or liability for the actions of G6 on the Subject Property up to the Closing Date. As between the City and its elected or appointed officers and

officials, trustees, agents, volunteers, representatives and/or employees and G6, G6 shall at all times be held solely responsible to all persons on the Subject Property until the Closing Date and delivery of possession of the Subject Property to the City, except for the negligent or willful acts and conduct of the City and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees at or on the Subject Property. G6 and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the City and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, for any claim, suit or action, whether or not well founded in fact or in law, which G6 may have, arising out of its use and possession of the Subject Property up to the Closing Date and delivery of possession of the Subject Property, except for the negligent or willful acts and conduct of the City and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees at or on the Subject Property.

B. CITY TO G6.

The City, and its successors and assigns, shall defend, indemnify and hold harmless G6 and its officers, directors, agents, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws, (including the common law), statutes, ordinances, rules, regulations and other requirements relating to

or which G6 and/or its officers, directors, agents, representatives and/or employees may incur from or on account of the City's possession and use of the Subject Property after the Closing Date, the City's business operations on the Subject Property after the Closing Date, any tests or surveys conducted by the City on the Subject Property after the Closing Date, and any construction or maintenance activities conducted on the Subject Property by or on behalf of the City after the Closing Date, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a bodily or personal injury claim, suit or action and/or any Losses relating to environmental investigation, cleanup, or abatement, whether asserted or un-asserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of the City's activities at the Subject Property. It is expressly understood, agreed upon and the specific intent of this Agreement that G6 and its officers, directors, agents, representatives and/or employees will at no time assume responsibility or liability for the actions of the City on the Subject Property. As between G6 and its officers, directors, agents, representatives and/or employees and the City, the City shall at all times be held solely responsible to all persons on the Subject Property after the Closing Date and delivery of possession of the Subject Property to the City, except for the negligent or willful acts and conduct of G6 and its officers, directors, agents, representatives and/or employees at or on the Subject Property.

The City and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge G6 and its officers, directors, agents, representatives and/or employees, for any claim, suit or action, whether or not well founded in fact or in law, which the City may have, arising out of its use and possession of the Subject Property following the Closing Date and delivery of possession of the Subject Property to the City by G6, except for the negligent or willful acts and conduct of G6 and its officers, directors, agents, representatives and/or employees at or on the Subject Property. Further, the City and its successors and assigns agree not to interfere with G6's peaceable possession and quiet enjoyment of the Subject Property, including its business operations thereon during the period from and after the date hereof through the Closing Date.

- C. UTILITIES, FINES, COSTS. G6 shall be liable for the payment of all utility services, fines, maintenance, repairs and any other costs on or associated with the Subject Property through the Closing Date and delivery of possession of the Property to the City in accordance with this Agreement. Upon delivering possession of the Subject Property to the City, G6 shall provide the City with evidence of the payment (or arrangement therefor) of all outstanding utility bills, including but not limited to electric, gas, water and sewer, garbage, telephone, cable television and internet services.

- D. DELIVERY OF POSSESSION.

1. G6 shall close on this Agreement and transfer title and deliver possession of the Subject Property to the City on January 31, 2019. It shall be the sole responsibility of G6 to remove all guests, tenants and other occupants of the motel building on the Subject Property prior to delivering possession of the Subject Property to the City and to deliver the Subject Property to the City free and clear of all tenancies or rights of tenancy. In the event, other than due to the acts/omissions or default of the City that G6 fails to close, transfer title and deliver possession of the Subject Property to the City by January 31, 2019, and/or fails to deliver the Subject Property as required or to remove all guests, tenants and other occupants of the motel building prior to February 1, 2019, G6 shall pay to the City TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) to the City for each and every day, beginning on February 1, 2019, that G6 fails to deliver possession of the Subject Property to the City and/or fails to remove all guests, tenants and other occupants from the motel building.

2. All trash and personal property that is not to be conveyed to Buyer shall be removed from the Subject Property at Seller's expense prior to delivery of Possession. Seller shall have the right, but not the obligation, to remove all personal property from the Subject Property including, without limitation, the personal property identified in **Exhibit B** attached hereto and made a part hereof. Buyer shall have the right to inspect the Subject Property prior to Possession to verify that all trash and personal property not being conveyed to Buyer have been removed and that the Subject Property is in substantially the same condition as of the date of closing, normal wear and tear excepted.

5. **Time is of the Essence.** The Parties mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
6. **Choice of Law/Venue.** This Agreement provides for the purchase and sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Kane County and the Parties consent to the in personam jurisdiction of said Court for any such action or proceeding.
7. **Authority to Enter Into Agreement.** The Parties warrant and represent that the execution, delivery of and performance under this Authority is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.
8. **Notices.** Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, overnight delivery by FedEx or UPS, or personally delivered to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

If to City:

CITY OF AURORA
Law Department
The Elmslie Building
1 S. Broadway – 3rd Floor
Aurora, Illinois 60505

With a copy to:

KLEIN, THORPE & JENKINS, LTD.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attention: Jason A. Guisinger

If to G6:

G6 Hospitality Property LLC
4001 International Parkway
Carrollton, Texas 75007
Attention: Real Estate Department

With copies to:

G6 Hospitality Property LLC
4001 International Parkway
Carrollton, Texas 75007
Attention: Real Estate Attorney

CLARK HILL PLC
130 E. Randolph St.
Chicago, IL 60601
Attention: Donald A. Shindler

9. **Headings.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.
10. **Attorneys' Fees and Costs.** In the event either party elects to file any action in order to enforce the terms of this Agreement, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover

all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.
12. **Effective Date.** This Agreement shall be deemed dated and become effective on the date that the authorized signatories of City shall sign the Agreement, which date shall be the date stated below the City's signature.
13. **Agreement Modification.** This Agreement and the Exhibits attached hereto and made a part hereof, or required hereby, embody the entire Agreement between the Parties hereto with respect to the Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Agreement, of any kind whatsoever, shall be made or claimed by G6 or City, and no notices of any extension, change, modification or amendment made or claimed by G6 or City (except with respect to permitted unilateral waivers of conditions precedent by City) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by G6 and City. Final acceptance of this Agreement by Seller is subject to approval by Seller's existing lender which holds a first mortgage lien on the Property, written proof of which shall be delivered to the Buyer no later than September 7, 2018
14. **Binding on Successors.** This Agreement sets forth all the promises, inducements, agreements, conditions and understandings among the Parties hereto, and there are no promises, agreements, conditions or understandings, either oral or written, express or

implied, between the Parties hereto other than as are set forth in this Agreement and the exhibits hereto.

15. **Severability.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Agreement are declared to be severable. If for any reason any portion of this Agreement is ruled invalid, in whole or in part, the Parties shall, as soon as possible, take such actions (including the holding of such public hearings and the adoption of ordinances) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as set forth in this Agreement.

16. **Assignment.** The rights and obligations of G6 under this Agreement shall not be assigned by G6 without the express written prior approval of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below their respective signatures.

G6 HOSPITALITY PROPERTY LLC,
a Delaware limited liability company

CITY OF AURORA,
an Illinois municipal corporation

By: _____

By: _____

Name: _____

Richard C. Irvin, Mayor

Title: _____

ATTEST:

By: _____

Name: Wendy McCambridge, City Clerk

Date G6 executed: _____

Date City executed: _____

EXHIBIT A
(Legal Description of Property)

PARCEL ONE:

**THAT PART OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH,
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS
FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE
NORTHWEST 1/4 OF SAID SECTION 2; THENCE SOUTH 89 DEGREES, 59
MINUTES, 0 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST**

1/4 677.50 FEET; THENCE NORTH 0 DEGREES, 20 MINUTES, 0 SECONDS EAST 956.60 FEET; THENCE SOUTH 88 DEGREES, 13 MINUTES, 0 SECONDS EAST 253.40 FEET; THENCE NORTH 1 DEGREES, 43 MINUTES, 0 SECONDS EAST 284.40 FEET; THENCE SOUTH 89 DEGREES, 28 MINUTES, 0 SECONDS EAST 1309.0 FEET; THENCE NORTH 1 DEGREES, 15 MINUTES, 0 SECONDS EAST 376.0 FEET; THENCE SOUTH 89 DEGREES, 57 MINUTES, 0 SECONDS EAST 1332.94 FEET TO THE CENTER LINE OF CHURCH ROAD; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, ALONG SAID CENTER LINE, 808.70 FEET; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 127.60 FEET; THENCE SOUTH 89 DEGREES, 41 MINUTES, 0 SECONDS EAST ALONG THE SOUTH LINE OF THE SCHOOL LOT 366.92 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 1 DEGREES, 20 MINUTES, 0 SECONDS WEST 799.91 FEET FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 41 MINUTES, 0 SECONDS WEST 150.02 FEET TO A POINT THAT IS 150.0 FEET WESTERLY OF THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED AT RIGHT ANGLES THERETO); THENCE SOUTH 1 DEGREES, 20 MINUTES, 0 SECONDS WEST 366.0 FEET TO THE NORTH LINE OF A TRACT OF LAND CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY DOCUMENT 1118605; THENCE NORTH 89 DEGREES, 34 MINUTES, 17 SECONDS EAST ALONG SAID NORTH LINE 148.69 FEET TO AN ANGLE IN SAID NORTH LINE; THENCE SOUTH 88 DEGREES, 49 MINUTES, 0 SECONDS EAST ALONG SAID NORTH LINE 1.38 FEET TO A LINE DRAWN SOUTH 1 DEGREES, 20 MINUTES, 0 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 20 MINUTES, 0 SECONDS EAST 364.09 FEET TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTH EAST 1/4; THENCE WESTERLY ALONG THE NORTH LINE OF SAID QUARTER, 428.82 FEET TO THE EAST LINE OF A TRACT CONVEYED BY DOCUMENT 719885; THENCE SOUTH 1 DEGREES, 20 MINUTES, 0 SECONDS WEST ALONG SAID EAST LINE 20.0 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 DEGREES, 20 MINUTES, 0 SECONDS WEST 190.0 FEET; THENCE EASTERLY PARALLEL WITH SAID NORTH LINE 351.81 FEET TO THE WESTERLY LINE OF A TRACT CONVEYED TO ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DOCUMENT 834248; THENCE NORTHERLY ALONG SAID WESTERLY LINE 210.23 FEET TO SAID NORTH LINE; THENCE WESTERLY ALONG SAID NORTH LINE 40.0 FEET; THENCE SOUTHERLY PARALLEL WITH SAID WESTERLY LINE 20.02 FEET TO A LINE DRAWN PARALLEL WITH SAID NORTH LINE FROM THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID PARALLEL LINE 318.84 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL THREE:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTH EAST 1/4; THENCE WESTERLY ALONG THE NORTH LINE OF SAID QUARTER 428.82 FEET TO THE EAST LINE OF A TRACT CONVEYED BY DOCUMENT 719885; THENCE SOUTH 1 DEGREES, 20 MINUTES, 0 SECONDS WEST 210.0 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 16 MINUTES, 0 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID QUARTER 185.0 FEET; THENCE SOUTH 1 DEGREES, 20 MINUTES, 0 SECONDS WEST 178.21 FEET TO THE NORTH LINE OF A TRACT OF LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY BY DOCUMENT 892412; THENCE NORTH 88 DEGREES, 49 MINUTES WEST ALONG SAID NORTH LINE 184.99 FEET TO A LINE DRAWN SOUTH 1 DEGREES, 20 MINUTES, 0 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 20 MINUTES, 0 SECONDS EAST ALONG SAID LINE 176.76 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS, EXCEPT PART CONVEYED TO SUBURBAN BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST NUMBER 1182 BY DOCUMENT 97K086525 RECORDED DECEMBER 12, 1997.

SAID LAND IS ALSO DESCRIBED AS:

SITUATED IN THE CITY OF AURORA, COUNTY OF KANE AND STATE OF ILLINOIS: KNOWN AS BEING ALL OF PARCELS 1, 2, AND 3 AS RECORDED IN DOCUMENT 97K086525 OF KANE RECORDS. ALSO KNOWN AS ALL THE LAND NOW OR FORMERLY CONVEYED TO STATE STREET BANK & TRUST AS RECORDED IN DOCUMENT # 12328, SUBURBAN BANK & TRUST AS RECORDED IN DOCUMENT # 039092, AND STATE STREET BANK & TRUST AS RECORDED IN DOCUMENT 1964837 OR KANE COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT MAG NAIL SET ON THE WEST LINE OF NORTH FARNSWORTH AVENUE (VARIABLE WIDTH) AT THE SOUTHEAST CORNER OF LAND NOW OR FORMERLY CONVEYED TO MERVVOY INVESTMENTS INC. AS RECORDED IN DOCUMENT NO. 086895 OF KANE COUNTY RECORDS;

THENCE, ALONG THE WEST LINE OF NORTH FARNSWORTH AVENUE SOUTH 03 DEGREES 24 MINUTES 08 SECONDS WEST, 210.23 FEET TO A 5/8 INCH CAPPED REBAR STAMPED "MALONE" SET;
THENCE, LEAVING THE WEST LINE OF NORTH FARNSWORTH AVENUE NORTH 89 DEGREES 22 MINUTES 00 SECONDS WEST 166.83 FEET TO A MAG NAIL SET;

THENCE, SOUTH 01 DEGREES 20 MINUTES 00 SECONDS WEST, 36.93 FEET TO A 5/8 INCH CAPPED REBAR STAMPED "MALONE" SET ON THE NORTHWEST

CORNER OF LAND NOW OR FORMERLY CONVEYED TO SUBURBAN BANK & TRUST AS RECORDED IN DOCUMENT #039092 OF KANE COUNTY RECORDS;

THENCE, ALONG THE NORTH LINE OF SAID SUBURBAN BANK & TRUST LAND, SOUTH 89 DEGREES 21 MINUTES 00 SECONDS WEST, 185.00 FEET A 5/8 INCH CAPPED REBAR STAMPED "MALONE" SET;

THENCE, CONTINUING ALONG THE WEST LINE OF SAID SUBURBAN & TRUST LAND, NORTH 01 DEGREES 20 MINUTES 00 SECONDS EAST, 139.56 FEET TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF LAND NOW OR FORMERLY CONVEYED TO KITTNER AS RECORDED IN DOCUMENT NO. 66715 OF KANE COUNTY RECORDERS, REFERENCE 1/2 INCH IRON ROD FOUND NORTH 80 DEGREES 58 MINUTES 29 SECONDS EAST, 1.2 FEET FROM SAID CORNER;

THENCE, ALONG THE NORTH LINE OF SAID KITTNER LAND, SOUTH 89 DEGREES 35 MINUTES 15 SECONDS WEST, 150.07 FEET TO AN IRON PIPE FOUND AT THE SOUTHEAST CORNER OF LAND NOW OR FORMERLY CONVEYED TO GONNELLA BAKING COMPANY AS RECORDED IN DOCUMENT NO. 059033;

THENCE, ALONG SAID GONNELLA BAKING COMPANY LAND, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) THENCE, NORTH 01 DEGREES 20 MINUTES 00 SECONDS EAST, 366.00 FEET TO AN IRON PIPE FOUND;

2) THENCE, SOUTH 89 DEGREES 41 MINUTES 00 SECONDS EAST, 150.02 FEET TO AN IRON PIPE FOUND;

3) THENCE, NORTH 02 DEGREES 19 MINUTES 20 SECONDS EAST, 2.63 FEET TO AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF MERVROY INVESTMENTS INC. AS RECORDED IN DOCUMENT NO. 086895 OF KANE COUNTY RECORDS;

THENCE, ALONG SAID MERVROY INVESTMENTS INC. LAND THE FOLLOWING THREE (3) COURSES AND DISTANCES

1) THENCE, SOUTH 89 DEGREES 19 MINUTES 30 SECONDS EAST, 318.65 FEET TO A MAG NAIL SET;

2) THENCE, NORTH 03 DEGREES 24 MINUTES 08 SECONDS EAST, 20.02 FEET TO A MAG NAIL SET;

3) THENCE, SOUTH 89 DEGREES 17 MINUTES 06 SECONDS EAST, 40.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

PERPETUAL EASEMENT IN FAVOR OF PARCELS 1, 2 AND 3 AS CREATED BY GRANT OF EASEMENT MADE BY AND BETWEEN SUBURBAN BANK & TRUST COMPANY AND MOTEL 6 OPERATING L.P., RECORDED DECEMBER 12, 1997 AS A DOCUMENT NUMBER 97K086528 FOR COVERED UNDERGROUND STORM WATER DRAINAGE AND FOR COVERED UNDERGROUND STORM SEWER, ACROSS AND UPON LAND DESCRIBED THEREIN ON RIDER A.

P.I.N.s: 15-02-426-015 and 15-02-427-002

Common Address: 2380 North Farnsworth Avenue Aurora, Illinois

EXHIBIT B
(List of Personal Property)

- All locks and lock systems
- All newer reusable mattresses
- All newer flat screen televisions
- All reusable linens, soft goods and curtains
- All newer Packaged Terminal Air Conditioners (ptacs), as desired

- All operational equipment, computers, software, books and records, unopened supplies and reusable housekeeping and maintenance equipment as desired