

**SECOND AMENDMENT TO Y'ALL LLC (F/K/A WINDY CITY DISTRIBUTION, INC.)
REDEVELOPMENT AGREEMENT**

Prepared by:

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Common Address:

1103 Butterfield Road, Aurora, Illinois 60502

SECOND AMENDMENT TO Y'ALL, LLC (F/K/A WINDY CITY DISTRIBUTION, INC.) REDEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO Y'ALL, LLC (F/K/A WINDY CITY DISTRIBUTION, INC.) REDEVELOPMENT AGREEMENT (this "Second 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 Y'ALL, LLC, an Illinois limited liability company (the "Developer"). The City and the Developer are sometimes referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Parties have entered into a certain Redevelopment Agreement (approved by Resolution No. R11-159) dated June 14, 2011, recorded on September 7, 2011 as Document No. 2011K052447 in the official records of Kane County, Illinois (the "Original Agreement"), as modified by that certain Assignment and Assumption of Redevelopment Agreement dated August 2, 2011, recorded on September 7, 2011 as Document No. 2011K052448 (the "Assignment"), and as further amended by that certain First Amendment to Y'all, LLC (f/k/a Windy City Distribution, Inc.) Redevelopment Agreement (approved by Resolution No. R11-234) dated August 23, 2011, recorded on September 7, 2011 as Document No. 2011K052449 (the "First Amendment", together with the Original Agreement and the Assignment, collectively, the "Agreement"), incorporated herein by reference, pursuant to which the Developer agreed to redevelop the property consisting of approximately 10 acres located at 1103 Butterfield Road, Aurora, Illinois, and more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"), for the purposes of operating a beer distribution business for the storage and distribution to the Chicagoland area of specialty and craft beer; and

WHEREAS, the Agreement provides that the City will release the Mortgage and the Developer Note it holds on the Property on August 25, 2021;

WHEREAS, the Developer is under contract to sell the Property and is scheduled to close on the sale of the Property prior to August 25, 2021; and

WHEREAS, the Parties now desire to amend the Agreement, the Mortgage, and Developer Note 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, Parties agree as follows:

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

A-2. Notwithstanding anything to the contrary set forth in the Agreement, Mortgage, or Developer Note, upon the earlier of (i) the Developer's sale of the Property to Yashrut Realty (Butterfield Logistics Center IL) Limited Partnership, a Delaware limited partnership, and (ii) August 25, 2021 (such earlier date, the "Termination Date"), the City shall automatically, and

without any further action, be deemed to have: (a) released the Mortgage and Developer Note; and (b) terminated, canceled, released and extinguished the Agreement. Upon the Termination Date, the Agreement, Mortgage and Developer Note shall be deemed terminated, cancelled, released, extinguished and considered of no further force or legal effect, and the fee simple owner of the Property, and its successors and assigns, shall not have any further rights, obligations or liabilities thereunder.

A-3. The fee simple owner of the Property, and its successors and assigns, shall not challenge, contest, or seek a reduction in the assessed valuation of the Property that would reduce the Property's assessed valuation to an amount below the Property's tax year 2020 assessed valuation. Notwithstanding any other provision set forth herein, this provision shall survive the termination, cancellation, and release of the Agreement until August 21, 2023.

A-4. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

A-5. This Second 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-6. This Second Amendment, the First Amendment, the Assignment and the Original Agreement contain the complete and integrated agreement of the Parties with respect to the sale of the assets. This Second Amendment, the First Amendment, the Assignment and the Original Agreement shall not be further amended, modified or supplemented except by a writing signed by the Parties. This Second Amendment shall supersede and replace that certain second amendment approved by City of Aurora Resolution No. R21-013.

A-7. To the extent any provision of the Agreement is inconsistent with any provision of this Second Amendment, the terms of this Second Amendment shall control. Except as specifically modified by this Second Amendment, all terms and conditions of the Agreement are and shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Amendment on the Effective Date.

Y'ALL, LLC, an Illinois limited liability company

By: _____
Its: _____

Date: _____

CITY OF AURORA, ILLINOIS, an Illinois municipal corporation

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

ACKNOWLEDGEMENT

[illegible]

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that _____, as the _____ and Authorized Representative of Y'ALL, 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.

ACKNOWLEDGEMENT

[illegible]

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

LEGAL DESCRIPTION OF PROPERTY

Situated in the County of Kane, State of Illinois, to wit:

Parcel 1:

Lot 3 in West Ridge Corporate Center Phase II, according to the Plat thereof recorded July 2, 2003 as [Document 2003K109237](#), in the City of Aurora, Kane County, Illinois.

Parcel 2:

Easement for access for benefit of Parcel 1 as set forth on the Plat of Subdivision [Document 2003K109237](#) recorded July 2, 2003.

Parcel 3:

Easement for the benefit of Parcel 1 as created by Declaration of Covenants and Restrictions dated April 4, 2003 and recorded May 6, 2003 as [Document 2003K075715](#) for drainage, locations of same as set forth on the Plat of Subdivision [Document 2003K109237](#) recorded July 2, 2003.