



CITY OF AURORA, ILLINOIS

RESOLUTION NO. R21-013
DATE OF PASSAGE January 26, 2021

A Resolution Authorizing the Execution of a Second Amendment to the Y'All LLC (F/K/A Windy City Distribution Inc.) Redevelopment Agreement.

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the City and Y'All, LLC, an Illinois limited liability company, (the "Developer") have entered into a certain Redevelopment Agreement (approved by Resolution No. R11-159) dated June 14, 2011 (the "Original Agreement") as amended by that certain First Amendment (approved by Resolution No. R11-234) dated on or about August 23, 2011 (the "First Amendment", and together with the Original Agreement, the "Agreement"), pursuant to which the Developer agreed to redevelop the property consisting of approximately 10 acres located at 1103 Butterfield Road, Aurora, Illinois (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

WHEREAS, the Agreement provides that the City will release the Mortgage and Note (as such terms are defined in the Agreement) it holds on the Property on August 25, 2021; and

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 City Council finds that it is in the best interest of the City to allow the Developer to sell the Property prior to August 25, 2021 and to release the Mortgage and Note upon Developer's sale of the Property; and

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WHEREAS, in light of the foregoing, the City Council desires to amend to the Agreement pursuant to the terms of that certain second amendment (the "Second Amendment") copy of which is attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Aurora, Illinois, as follows: that the Second Amendment attached to this resolution as Exhibit A shall be and hereby is approved; and further

BE IT RESOLVED, that the Mayor is authorized to execute an amendment to the Agreement that substantially and materially conforms to the provisions of the Second Amendment set forth in Exhibit A on behalf of the City; and further

BE IT RESOLVED, that the Mayor, Chief Financial Officer, Director of Economic Development, and each of their respective designees shall be and hereby are authorized to perform the City's duties set forth therein described.

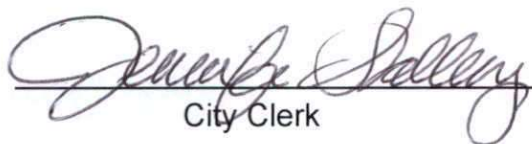
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PASSED AND APPROVED ON January 26, 2021

AYES 12 NAYS 0 NOT VOTING 0 ABSENT 0

ALDERMAN	Vote
Alderman Llamas, Ward 1	yes
Alderman Garza, Ward 2	yes
Alderman Mesiacos, Ward 3	yes
Alderman Donnell, Ward 4	yes
Alderman Franco, Ward 5	yes
Alderman Saville, Ward 6	yes
Alderman Hart-Burns, Ward 7	yes
Alderman Smith, Ward 8	yes
Alderman Bugg, Ward 9	yes
Alderman Lofchie, Ward 10	yes
Alderman Jenkins, At Large	yes
Alderman O'Connor, At Large	yes

ATTEST:


City Clerk


Mayor

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

THIS SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT (this "Second Amendment") is made as of the latest date set forth in the signature line hereof (the "Effective Date") 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 (the "Original Agreement") as amended by that certain First Amendment (approved by Resolution No. R11-234) dated on or about August 23, 2011 (the "First Amendment", and together with the Original Agreement, 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 (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 Note it holds on the Property on August 25, 2021; and

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 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 amended by the First Amendment and this Second Amendment.

A-2. Notwithstanding anything to the contrary set forth in the Agreement, the City shall release the Mortgage and the Note upon the earlier of (i) the Developer's sale of the Property to Prologis, Inc, or any of its subsidiaries, affiliates, or assigns and (ii) August 25, 2021.

A-3. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

A-4. 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-5. This Second Amendment, the First Amendment, 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, and the Original Agreement shall not be further amended, modified or supplemented except by a writing signed by the Parties.

A-6. 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: Jason Bel
Its: Member

Date: 2/2/21

CITY OF AURORA, ILLINOIS, an Illinois municipal corporation

By: [Signature]
Mayor

Date: 2-8-21

ATTEST:

[Signature]
City Clerk