

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This SETTLEMENT AGREEMENT and MUTUAL RELEASE ("Settlement Agreement") is entered into by RTW FOX VALLEY, LLC d/b/a FOX VALLEY EVENTS OF ELEGANCE and CHATEAU ON THE GREEN ("RTW"), and the CITY OF AURORA ("Aurora") . Hereinafter, RTW and Aurora are collectively referred to as the "Parties."

WHEREAS, Aurora filed an Amended Verified Complaint against RTW in an action styled, *City of Aurora and Odawa Development, LLC, vs. RTW Fox Valley, LLC d/b/a Fox Valley Events of Elegance and Chateau on the Green*, Case No.: 16 MR 400, Sixteenth Judicial Circuit, Kane County, Illinois ("Lawsuit"), sounding in declaratory judgment, breach of contract, violations of Aurora Zoning Ordinance and interference with contract and prospective economic advantage concerning a certain fifty-year lease by and between Aurora and RTW in which RTW leased certain property consisting of a banquet facility at the Fox Valley Golf and Country Club (hereinafter the "Lease" and/or the "Property").

WHEREAS, on May 13, 2016, RTW's Motion to Join Odawa as a Necessary Party was granted over Odawa's objection and Odawa subsequently joined Aurora's Amended Verified Complaint as a "necessary" party to the Lawsuit.

WHEREAS, RTW filed a Verified Counterclaim against Aurora and Odawa in the Lawsuit sounding in declaratory judgment which sought to declare and determine the extent of RTW's leasehold interest.

WHEREAS, Odawa, the prospective purchaser of the subject property, has subsequently cancelled its contract to purchase the Property, and thus has no further interest in the Lawsuit.

WHEREAS, RTW denies each and every allegation Aurora and Odawa asserted in their Amended Verified Complaint.

WHEREAS, Aurora and Odawa deny each and every allegation RTW asserted in its Verified Counterclaim.

WHEREAS, the Parties agree that neither this Settlement Agreement, nor any document or action referred to herein, nor the consideration provided for herein, is or may be construed as an admission by the Parties of any fault, wrongdoing or liability whatsoever; and

WHEREAS, it is the desire and intention of the Parties to avoid the risks, burdens, and expenses attendant upon litigating the claims raised in the Lawsuit and/or relating to the Amended Verified Complaint and Verified Counterclaim, to cease adversarial relationships among themselves and to settle and release, once and forever, all rights, claims and demands of whatsoever kind and nature which may exist among them arising out of or in any way relating to the Lawsuit or the Amended Verified Complaint and Verified Counterclaim filed in the Lawsuit;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein and for good and sufficient value received, it is hereby agreed as follows:

1. REPRESENTATIONS AND WARRANTIES

The Parties make the following representations and warranties to one another:

1.1. The execution of this Settlement Agreement is solely for the purpose of settling and compromising the claims asserted in the Lawsuit, including the Amended Verified Complaint and Verified Counterclaim filed in the Lawsuit, and this Settlement Agreement, any document or action referred to herein or executed or taken pursuant hereto, and any consideration provided for herein, are not to be construed, considered or used as an admission of liability or fault on the part of any of the Parties to the Settlement Agreement or any Party taking action pursuant hereto.

1.2. Each Party severally declares and represents on behalf of such Party that she, he or It IS executing this Settlement Agreement wholly upon the Party's own volition, individual judgment, belief, and knowledge, and that this Settlement Agreement is made without reliance upon any statement or representation of any other Party, except those representations and warranties expressed in this Settlement Agreement.

1.3. Each individual that executes this Settlement Agreement on behalf of each Party represents and warrants that he, she or it has full power and authority to execute this Settlement Agreement and to bind each to the terms and conditions set forth herein.

2. SETTLEMENT PAYMENT AND DISMISSAL OF LAWSUIT

2.1. In consideration of the releases, covenants, representations, undertakings, and other consideration set forth in this Settlement Agreement, Aurora shall deliver this Settlement Agreement, executed by its authorized agent(s), to RTW's attorneys, Meyers & Flowers, LLC, 3 North Second Street, Suite 300, St. Charles, Illinois 60174, attn. Michael W. Lenert, Esq.

2.2. In consideration of the payment set forth below, as well as all other releases, covenants, representations, undertakings, and other consideration set forth in this Settlement Agreement, RTW shall deliver this Settlement Agreement, executed by its authorized agent, to Aurora's attorneys, Mahoney, Silverman, and Cross, LLC, 822 Infantry Drive, Suite 100, Joliet, Illinois 60435, attn. R. Peter Grometer, Esq., and Klein, Thorpe, and Jenkins, Ltd., 20 North Wacker Drive, Suite 1660, Chicago, Illinois 60606, attn. Jacob Karaca, Esq.

2.3. In consideration of the releases set forth in Section 3 below, as well as all other covenants, representations and undertakings set forth in this Settlement Agreement, the Parties hereby agree as follows:

(a)

(b) Aurora shall pay RTW a total of *One Million Four Hundred Thousand and 00/100 Dollars* (\$1,400,000.00) (the "Purchase Price") in three equal installments of

\$466,666.67 on or before the following dates: (i) on the date of closing in December 2016; (ii) June 30, 2017; and (iii) January 5, 2018 (the "Payment Due Date"). The closing of this transaction shall take place no later than December 31, 2016.

- (c) Aurora shall pay RTW interest of 2.0% per annum beginning on January 1, 2017 for any and all funds still due and owing pursuant to this agreement.
- (d) Aurora agrees to pay the remainder of the total Purchase Price within sixty (60) days of Aurora selling the property to any party. Any interest owing for this early full and final payment shall be calculated only up to the day of the early full and final payment.
- (e) Aurora grants RTW permission to remove any and all fixtures, equipment, and lighting without limitation from the banquet facility until such time as it vacates the Property and relinquishes its leasehold interest through March 31, 2017.
- (f) RTW shall not be responsible for any and all real estate taxes, utilities, or rent after the closing in December 2016.
- (g) The failure of Aurora to make payment of the Purchase Price in full to RTW on or before the Payment Due Date shall constitute a default under the terms of this Settlement Agreement.
- (h) RTW shall vacate the Property completely and relinquish all legal interest in and to the Property no later than March 31, 2017, and shall notify Aurora of the same in writing. The failure of RTW to vacate the property and relinquish its leasehold interest on or before March 31, 2017, shall constitute a default under the terms of this Settlement Agreement.
- (i) RTW shall have no further liability under the Lease after it relinquishes its leasehold interest.

2.3. In consideration of the payment of the Purchase Price, releases, as well as all other covenants, representations and undertakings set forth in this Settlement Agreement, the Parties shall, within seven days after executing this Settlement Agreement, execute an agreed order dismissing the Lawsuit with prejudice, each party to pay its own attorney's fees and costs.

3. **MUTUAL RELEASE**

3.1. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RTW Fox Valley, LLC d/b/a Fox Valley Events of Elegance and Chateau on the Green, for itself and each of its parent corporations, subsidiary corporations, affiliate corporations, joint venturers, agents, directors, officers, employees, attorneys, heirs, predecessors-in-interest, successors-in-interest, assigns, fiduciaries or affiliates of any kind, or any person or entity acting on its behalf, releases and forever discharges the City of Aurora and

Odawa and any person or entity acting on their behalf, from any and all claims, rights, liabilities, obligations, actions, demands, grievances, costs, expenses, compensation, or causes of action of any nature whatsoever, based in tort, contract, statutory, regulatory or other theory of recovery, whether legal or equitable.

3.2. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Aurora for themselves and each of their parent corporations, subsidiary corporations, affiliate corporations, joint venturers, agents, directors, officers, employees, attorneys, heirs, predecessors-in-interest, successors-in-interest, assigns, fiduciaries or affiliates of any kind, or any person or entity acting on their behalf, release and forever discharge RTW Fox Valley, LLC d/b/a Fox Valley Events of Elegance and Chateau on the Green, and any person or entity acting on its behalf, from any and all claims, rights, liabilities, obligations, actions, demands, grievances, costs, expenses, compensation, or causes of action of any nature whatsoever, based in tort, contract, statutory, regulatory or other theory of recovery, whether legal or equitable.

3.3. The releases contained in Paragraphs 3.1 and 3.2 of this Settlement Agreement shall not prevent any Party from enforcing its rights under this Settlement Agreement.

4. **CONSTRUCTION**

4.1. Choice of Law and Venue. This Settlement Agreement shall be governed by and shall be construed and interpreted in accordance with Illinois law. In addition to each of the parties' opportunity to seek enforcement pursuant to an order of the Court enforcing this Settlement Agreement, the Parties may alternatively seek independent judicial enforcement and they hereby consent to jurisdiction and venue in the Sixteenth Judicial Circuit Court for the County of Kane, or, if in an action in which a federal question arises, of the United States District Court for the Northern District of Illinois, Eastern Division for disputes arising out of the breach of this Agreement..

4.2. Authority. Each party acknowledges that it, she, or he, as the case may be, has carefully read and fully understands all of the provisions of this Settlement Agreement; that each party agrees to all of the provisions of this Settlement Agreement; that each party is voluntarily entering into this Settlement Agreement; and that each party has the requisite capacity to enter into this Settlement Agreement. Each party acknowledges that it has discussed all aspects of this Agreement with its counsel to the full extent desired. Each party, and the person signing on behalf of each party, represents that the person signing this Settlement Agreement has the authority to execute this document and thereby bind the party hereto on whose behalf the person is signing. This Settlement Agreement shall be construed as having been drafted by the Parties equally, so that any rule of construction by which ambiguities are interpreted against the drafter shall have no force and effect..

5. **MISCELLANEOUS PROVISIONS**

The Parties also agree that:

5.1. This written Settlement Agreement constitutes the entire agreement and understanding among the Parties with respect to the subject matter of the Lawsuit and the Amended Verified Complaint and Counterclaim filed in the Lawsuit and supersedes any and all prior agreements and understandings, both written and oral, concerning such matters, but nothing herein limits other written agreements executed this date or hereafter.

5.2. Multiple counterparts of this Settlement Agreement may be signed by the Parties, each of which shall be an original, but all of which together shall constitute one and the same Settlement Agreement. Such counterparts may also be executed by facsimile signature.

5.3. This Settlement Agreement shall be binding upon and inure to the benefit of each of the Parties hereto (including each of their current and former parent corporations, subsidiary corporations, affiliate corporations, joint venturers, agents, directors, officers, employees, attorneys, heirs, predecessors-in-interest, successors-in-interest, assigns, legatees, fiduciaries or affiliates of any kind, or any person acting on their behalf).

5.4. This Settlement Agreement may not be altered, amended, modified, or otherwise changed, except by a written agreement executed by a duly authorized representative of each party.

5.5. The Parties expressly agree that, should suit be filed to enforce any obligation created by this Settlement Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other remedy allowed by law.

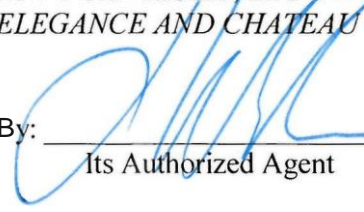
5.6. Headings contained herein are for the purpose of organization only and shall not constitute part of this Settlement Agreement.

5.7. Each Party shall be responsible for the payment of its own costs, attorneys' fees and all other expenses incurred in connection with the Lawsuit and this Settlement Agreement, and shall not be responsible for the payment of any costs, attorneys' fees or other expenses of any other Party.

5.8. The "Effective Date" of this Agreement shall be the date executed by the City, as shown below.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement on the dates indicated below.

RTW FOX VALLEY, LLC *at* FOX VALLEY EVENTS OF
ELEGANCE AND CHATEAU ON THE GREEN

By: 
Its Authorized Agent

Sworn to and subscribed
Before me this
day of _____ 2016

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Notary public

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CITY OF AURORA

By: _____
Its Authorized Agent

Sworn to and subscribed
Before me this
day of _____ 2016

Name Here

Notary public