VILLAGE OF BRADLEY

RESOLUTION NO. R-65-23-05

A RESOLUTION APPROVING A COMMERCIAL DISTRICT REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS AND KRU HOLDINGS LLC

> ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY

THIS DAY OF MOY, 2023

A RESOLUTION APPROVING A COMMERCIAL DISTRICT REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS AND KRU HOLDINGS LLC

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, on September 13, 2021, the Village passed Ordinance No. O-9-21-1, thereby (i) establishing the Bradley Commercial District (the "Commercial District") and (ii) imposing a Business District Retailer's Occupation Tax, a Business District Service Occupation Tax, and a Business District Hotel Operator's Occupation Tax upon said Commercial District, all as authorized by the provisions of the Business District Development and Redevelopment Law (65 ILCS 5/11-74.3-1, et seq.) (the "Act"); and

WHEREAS, pursuant to Section 3 of the Act (65 ILCS 5/11-74.3-3), the Corporate Authorities of the Village are authorized to make and enter into all contracts necessary or incidental to the implementation and furtherance of the business district plan for the Commercial District; and

WHEREAS, KRU Holdings LLC (the "Developer"), is an Illinois limited liability company that has proposed a project for the acquisition and redevelopment of a certain property, located within the corporate boundaries of the Village, that is commonly known as 60 Ken Hayes Drive, Bourbonnais, Illinois 60914 and presently bears the tax PIN: 17-09-16-101-028 (the "Subject Property"); and

WHEREAS, the Subject Property is located within the boundaries of the Commercial District; and

WHEREAS, the Developer has proposed to redevelop the Subject Property and has requested economic assistance from the Village in order to support its redevelopment project (the "Project"); and

WHEREAS, the Project includes (i) the acquisition of the Subject Property, (ii) the renovation, repair, and remodeling of an existing building and its fixtures, and (iii) the establishment of an extended stay hotel, on the Subject Property; and

WHEREAS, the Corporate Authorities of the Village have reviewed the plans associated with the Project and have determined that it (i) is consistent with the objectives and principles of the business district plan for the Commercial District, as adopted by the Village, and (ii) will further the objectives of the Commercial District and will stimulate the local economy and encourage job growth within the Village; and

WHEREAS, the Village and Developer have negotiated a Commercial District Redevelopment Agreement (the "Agreement") on terms that are fair, reasonable, and acceptable to the Village (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its citizens to enter into the Agreement with Developer.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

<u>SECTION 1.</u> The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Corporate Authorities of the Village hereby find that that the terms, conditions, and provisions of the Agreement (Exhibit A) are fair, reasonable, and acceptable to the Village and declare that the same is hereby approved in form and substance. Therefore, the Corporate Authorities of the Village hereby authorize and direct the Village President to sign, execute, and deliver, and the Village Clerk to attest, the Agreement, and further to take any and all additional actions, including without limitation the execution of any and all documents, necessary and expedient to effectuate the intent of this Resolution, which is to enter into the Agreement with the Developer.

SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

<u>SECTION 4.</u> All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 6. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

[Intentionally Blank]

PASSED by the Board of Trustees on a roll call vote on the aday of May	,
TRUSTEES:	
RYAN LEBRAN BRIAN BILLINGSLEY DARREN WESTPHAL BRIAN TIERI GRANT D. VANDENHOUT GENE JORDAN Aye - Nay - Absent - Absent - Nay - Absent - Absent - Nay - Absent - Absent - Nay	
VILLAGE PRESIDENT:	
MICHAEL WATSON Aye Absent	
TOTALS: Aye - Nay - Absent	
ATTEST:	
JULIE TAMBLING, VILLAGE CLERK	
APPROVED this day of, 2023.	
Michael Watson, VILLAGE PRESIDENT	_
ATTEST:	
JULIE TAMBLING, VILLAGE CLERK	

2023.

STATE OF ILLINOIS)	
)	§§
COUNTY OF KANKAKEE)	

I, JULIE TAMBLING, Village Clerk for the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number 16523 CFA RESOLUTION APPROVING A COMMERCIAL DISTRICT REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS AND KRU HOLDINGS LLC," which was adopted by the Village President and Board of Trustees at a meeting held on the 2 day of 1904, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this Aday of , 2023.

JULIE TAMBLING, VILLAGE CLERK

(SEAL)

Exhibit A

COMMERCIAL DISTRICT REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF BRADEY, ILLINOIS, AND KRU HOLDINGS LLC

This COMMERCIAL DISTRICT REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this ______ day of ______, 2023 by and between the Village of Bradley, an Illinois Municipal Corporation formed under and by virtue of the constitution and laws of Illinois and located within Kankakee County (the "Village") and KRU Holdings LLC (the "Developer"), an Illinois limited liability company, operating within the corporate boundaries of the Village. The Village and Developer are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, on September 13, 2021, the Village passed Ordinance No. O-9-21-1, thereby (i) establishing the Bradley Commercial District (the "Commercial District") and (ii) imposing a Business District Retailer's Occupation Tax, a Business District Service Occupation Tax, and a Business District Hotel Operator's Occupation Tax upon said Commercial District, all as authorized by the provisions of the Business District Development and Redevelopment Law (65 ILCS 5/11-74.3-1, et seq.) (the "Act"); and

WHEREAS, the Parties are entering into this Agreement pursuant to the authority granted by Section 3 of the Act (65 ILCS 5/11-74.3-3), with regard to the redevelopment of a certain property (the "Subject Property") located within the corporate boundaries of the Village and within the boundaries of the Commercial District (the "Project"); and

WHEREAS, the Subject Property is commonly known as 60 Ken Hayes Drive, Bourbonnais, Illinois 60914, presently bears the tax PIN: 17-09-16-101-028, and is legally described on Exhibit 1, attached hereto and fully incorporated herein; and

WHEREAS, the Project includes (i) the acquisition of the Subject Property, (ii) the renovation, repair, and remodeling of an existing building and its fixtures, and (iii) the establishment of an extended stay hotel, on the Subject Property, all in substantial conformance with the site and building plans attached hereto as hereto as Group Exhibit 2 and fully incorporated herein; and

WHEREAS, the Parties acknowledge that the Project is consistent with the objectives and principles of the business district plan for the Commercial District, as adopted by the Village; and

WHEREAS, the Parties acknowledge that the Project will further the objectives of Commercial District and will stimulate the local economy and encourage job growth within the Village; and

WHEREAS, the Parties acknowledge that the purpose of this Agreement is to provide the Developer with incentives to complete the Project by committing Commercial District funds for the reimbursement of any "business district project costs," as that term is defined in Section 5 of the Act (65 ILCS 5/11-74.3-5) and used elsewhere throughout the Act, incurred by the Developer in connection with the Project, but only as set forth in this Agreement; and

WHEREAS, the Parties now wish to enter into this Agreement as set forth herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

SECTION 1 - INCORPORATION

The preamble to this Agreement is hereby declared to be the finding of the Parties and said preamble, including without limitation any and all exhibits referred to therein, is hereby incorporated as if fully set forth in this Section.

<u>SECTION 2 - CONDITIONS PRECEDENT TO THE UNDERTAKINGS ON THE PART</u> OF THE VILLAGE

All undertakings on the part of the Village pursuant to this Agreement are explicitly made subject to the continuing satisfaction of the following conditions precedent by Developer:

- A. Developer shall acquire and fully renovate, repair, and remodel the Subject Property and complete the Project to the Village's satisfaction and in substantial conformance with the site and building plans attached hereto as Group Exhibit 2 on or before July 15, 2023 (the "Completion Deadline"). Project completion shall be deemed to have occurred on the date that the Village issues the Developer a certificate of occupancy for the Subject Property (the "Completion Date"). The Parties acknowledge and agree that the Developer's failure to complete the Project by the Completion Deadline as required by this provision is and shall constitute a material breach of this Agreement that would justify the termination of this Agreement by the Village, upon written notice, without any further recourse by the Developer. The Completion Deadline may not be extended except in a writing approved and executed by both Parties.
- B. Beginning on the Completion Date and continuing until termination of this Agreement, the Developer shall commence and operate continuous business operations on the Subject Property, subject to delays caused by force majeure. Any failure by Developer to continuously operate an extended stay hotel business on the Subject Property that persists for a consecutive period of ninety (90) days after the Completion Date and during the term of this Agreement, excluding any such failure caused as a result of a casualty, condemnation, or remodeling, shall, at the election of the Village, result in the termination of this Agreement and the Village shall not be obligated to make any payments which are not then due or which have not been previously earned under the provisions hereof.

SECTION 3 - UNDERTAKINGS ON THE PART OF THE VILLAGE UPON SATISFACTION OF ALL OF THE CONDITIONS HEREIN STATED

- A. Upon satisfaction by Developer of all the conditions as set forth in Section 2, above, the Village hereby undertakes to make the payments as set forth in Section 3.D, below.
- B. For purposes of this Agreement, the following terms shall be construed to have the following meanings:

- 1. "Tax Allocation Fund" means the Bradley Commercial District Tax Allocation Fund established by the Village in Ordinance No. O-9-21-1.
- 2. "Available Commercial District Funds" means any and all funds actually received and deposited by the Village into the Tax Allocation Fund from time to time as required by law and not otherwise allocated or committed by the Village. For the avoidance of doubt, the Developer shall not have any special preference or priority when it comes to the allocation of Available Commercial District Funds, nor shall the Village be required to set aside any Available Commercial District Funds for the Developer's use at any time prior to the date(s) on which the Developer is or becomes entitled to payment of said funds as set forth in this Agreement.
- 3. "Eligible Project Costs" means any and all costs actually incurred by the Developer in connection with the Project that constitute "business district project costs," as that term is defined in Section 5 of the Act (65 ILCS 5/11-74.3-5) and used elsewhere throughout the Act. For the avoidance of doubt, the Developer understands and acknowledges that it shall not be entitled to reimbursement for any costs except only to the extent that they qualify as "business district project costs" under the Act.
- C. Upon completion of the Project to the Village's satisfaction and in substantial conformance with the site and building plans attached hereto as <u>Group Exhibit 2</u> on or before the Completion Deadline, and subject to the requirement of continuous operation of the Developer's business on the Subject Property thereafter, the Village agrees to reimburse the Developer for Eligible Project Costs as follows:
 - 1. The Village will reimburse the Developer for any and all Eligible Project Costs associated with the renovation, repair, and remodeling of the building and its fixtures and the establishment and operation of an extended stay hotel on the Subject Property using Available Commercial District Funds, provided that (i) under no circumstances shall the total reimbursement provided for in this paragraph exceed one hundred fifty thousand and 00/100 dollars (\$150,000.00) and (ii) this reimbursement will be paid into three equal lump sum payments, the first payment to be paid within forty five (45) days after the Completion Date or the date the Village approves the Developer's request for payment and the second and third payments to be made on the first and second anniversaries of the Completion Date.
- D. This Agreement shall continue for a period of two (2) years following the Completion Date and shall terminate after the Village has made the three equal lump sum payments to the Developer (the "Termination Date").
- E. Following completion of the Project, the Developer shall not be entitled to receive any payment of Available Commercial District Funds pursuant to Section 3.C, above, unless and until the Developer provides the Village with a request for payment that sufficiently establishes the total amount of Eligible Project Costs actually incurred by the Developer in connection with the Project. The Village will review and either accept or reject the request for payment, in writing, within thirty (30) days after receipt and,

in the event of rejection, shall set out the specific reasons therefore. In the event that the request for payment is rejected, the Developer shall be entitled to revise, supplement, and/or resubmit the request as necessary to secure the Village's acceptance, and the Village agrees to cooperate with the Developer throughout the approval process. The Developer understands that the payment application process set forth in this paragraph is necessary to ensure that the Commercial District funds to be paid to the Developer pursuant to this Agreement are used to reimburse Eligible Project Costs, as required by law. The Developer further understands and accepts that it shall not, under any circumstances, be entitled to the payment of any monies in excess of the total amount Eligible Project Costs incurred by it in connection with the Project.

F. Nothing in this Agreement is intended to constitute an express or implied covenant on the part of Developer to complete the Project or to thereafter to continuously operate any business on the Subject Property, provided that if the Developer fails to complete the Project on or before the Completion Deadline or if, having timely completed the Project, the Developer thereafter ceases to operate the business thereupon for a continuous period of ninety (90) consecutive days, the Village shall be entitled, upon written notice to the Developer, to terminate this Agreement without any further recourse or entitlement by the Developer. For the avoidance of doubt, in the event that the Developer ceases to operate the business on the Subject Property after completing the project, the Village shall be entitled to terminate this Agreement and the Developer shall have de facto waived, forfeited, and released any further entitlement to any of the incentives otherwise available to it pursuant to this Agreement.

SECTION 4 - REPRESENTATIONS AND WARRANTIES OF DEVELOPER

- A. Developer hereby represents and warrants that the redevelopment of the Subject Property and completion of the Project requires reimbursement for Eligible Project Costs from the Village in order for it to be completed, and, but for the substantial economic assistance to be given by the Village, as heretofore stated, the Project as contemplated would not be possible.
- B. Developer hereby represents and warrants that at all times it shall comply with all applicable ordinances, resolutions, codes, rules, regulations, guidelines and procedures of the Village and any other governmental entity, including all building and fire code regulations, governing the Subject Property and the Project.
- C. Developer represents and warrants that it shall comply with all of the terms, provisions, and conditions of this Agreement and it shall use its best efforts to avoid a default under this Agreement or of the financing and/or development of the Project.

SECTION 5 - CONFIDENTIALITY

The Village acknowledges and agrees that some of the information to be provided by the Developer may be provided subject to a claim that said information is proprietary and valuable information (the "Confidential Information"). The Village hereby agrees, to the extent permitted by state or federal law including, but not limited to, the Illinois Freedom of Information Act ("FOIA"), to hold all such Confidential Information in confidence. The Village shall not copy any such Confidential Information except (i) as necessary for dissemination to the Village's agents or

employees who are reasonably deemed by the Village to have a need to know such information for purposes of this Agreement, provided that such agents and employees shall hold in confidence such information to the extent required of the Village hereunder; or (ii) to the extent required or permitted by order of court or by state or federal law. The confidentiality requirements of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind the Village, its successors, assigns, and legal representatives for a period of two (2) years from the termination, expiration or cancellation of this Agreement. The Village shall promptly notify the Developer of (i) any FOIA request for any of said Developer's Confidential Information, as well as (ii) the commencement of any legal action in regards thereto such that the Developer shall have a meaningful opportunity to object to the release of any such Confidential Information and to take such action as the Developer deems necessary in order to protect against the release of such Confidential Information. The Village shall, at the Developer's written request, deny any request for the release of such Confidential Information if lawfully authorized to do so based on a good-faith interpretation of existing law; provided, however, the Village shall have no obligation to take any legal action to defend against the release of any such Confidential Information. Any and all costs and attorney's fees incurred by the Village in responding to or denying any FOIA request, other legal process, and/or any other request for the Confidential Information that relates in any way to this Agreement at the Developer's written request, including without limitation any appeal, shall be the sole responsibility of the Developer and the Developer shall indemnify and hold the Village harmless from the same.

SECTION 6 - DEFAULTS

- A. The occurrence of any of the following shall constitute a default under this Agreement:
 - 1. Failure by the Developer to complete the Project on or before the Completion Deadline.
 - 2. Failure to comply with any term, provision or condition of this Agreement within the times herein specified, except to the extent compliance is rendered impossible due to causes beyond the reasonable control of the party in default.
 - 3. A representation or warranty of Developer contained herein is not true and correct; or
 - 4. If Developer:
 - (i) Shall be unable, or admits in writing to its inability to pay its debts as they mature; or
 - (ii) Makes a general assignment for the benefit of its creditors concerning its debts as they mature; or
 - (iii) Is adjudicated bankrupt; or
 - (iv) Files a petition in bankruptcy or to affect a plan or other arrangement with creditors; or

- (v) Files an answer to a creditor's petition admitting the material allegations thereof for an adjudication of bankruptcy or to affect a plan or other arrangement with creditors; or
- (vi) Applies to a court for the appointment of a receiver for all or substantially all of its assets; or
- (vii) Has a receiver or similar official appointed for all or substantially all of its assets and such appointment shall not be discharged within sixty (60) days after his appointment or Developer has not bonded against such receivership or appointment; or
- (viii) Has a bankruptcy petition filed against it which remains undismissed for a period of sixty (60) consecutive days, unless the same has been bonded, provided that nothing in this Agreement shall be construed to prevent the assignment of Developer's rights herein for collateral purposes with the prior written permission of the Village, which permission will not be unreasonably withheld or denied; or
- (ix) Sells, transfers, or otherwise conveys the Subject Property; or
- (x) Ceases or fails to operate its business on the Subject Property, following completion and opening of the Project, for any period of ninety (90) consecutive days during the term of this Agreement.
- B. In the event of the occurrence of a default, the non-defaulting Party shall provide the defaulting Party with written notice of such default and the defaulting Party shall have thirty (30) days to cure such default. Failure to cure shall permit the non-defaulting Party to terminate the Agreement upon written notice to the defaulting Party. In addition, failure to cure by Developer shall also relieve the Village of any and all of its obligations to pay Developer any amounts until such time as the default is cured (unless this Agreement is terminated by the Village). Nothing in this Section is intended or shall be deemed to limit the non-defaulting party's ability to take whatever other action, at law or in equity, as may appear necessary or desirable to enforce performance and observance of any obligation, undertaking, or covenant set forth in this Agreement. The thirty-day cure period set forth in this paragraph shall not apply to any default based on the Developer's failure to complete the Project by the Completion Deadline.

SECTION 7 – LIMITATION OF LIABILITY

The Village's obligations under this Agreement are intended and shall be deemed to be a limited obligation of the Village that is payable solely and exclusively from the funds specified above (i.e. Available Commercial District Funds). Developer may not compel any exercise of taxing authority by the Village to make payments provided for hereunder. The provisions of this Agreement do not constitute an indebtedness of the Village or a loan of the credit of the Village within the meaning of any constitutional or statutory provision. Under no circumstances shall the Village be required to pay any monies to Developer from any source other than the Available Commercial District Funds.

SECTION 8 - BUDGET

To the extent required by law, each year during the term of this Agreement, the Village agrees that it will appropriate funds as necessary to satisfy its obligations hereunder. Such appropriation shall be a part of the Village's annual appropriation or budget ordinance adopted in accordance with 65 ILCS 5/8-2-9 or as part of the Village's annual budget adopted in accordance with 65 ILCS 5/8-2-9.4, as the case may be. The Village shall make any appropriation necessary for the year that the Agreement is entered into by means of a supplemental appropriation under 65 ILCS 5/8-2-9 or by an amendment to the annual budget pursuant to 65 ILCS 5/8-2-9.6, as appropriate.

SECTION 9 - LITIGATION

Neither the Village nor Developer, nor their respective successors and assigns, shall challenge the legality or enforcement of any recital, provision or covenant of this Agreement. In the event any other person or entity attempts to enjoin or otherwise challenge the validity of any recital, provision, or covenant of this Agreement, neither Party will take any position adverse to enforcement of the same. Developer, in its sole discretion, may petition to intervene in any action or proceeding that challenges the legality or enforceability of this Agreement, and thereafter may participate, at its sole cost, in the defense of any such claim. The Village, upon Developer's written request, agrees to vigorously defend this Agreement, provided that the Developer shall reimburse the Village for any of its costs and expenses (including reasonable attorneys' fees) incurred as a result of the Village's defense of this Agreement upon Developer's request. In the event that Developer does not request that the Village defend this Agreement, the Village shall have no obligation to participate in the defense thereof and shall not be obligated to appear, answer, or file any pleadings whatsoever. In that event, Developer shall bear the risk of an adverse judgment and shall have no recourse against the Village.

SECTION 10 - PREVAILING WAGE

Developer understands, acknowledges, and agrees that the Available Commercial District Funds are public funds and that this Agreement is subject to the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01-12, et seq.). Therefore, Developer covenants and agrees to pay, and to contractually obligate and cause any general contractor, contractors, and subcontractors to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department") for any public improvements included in the Project (including but not limited to any sewer and water utility improvements). If the Department revises such prevailing wage rates, the revised rates shall apply. Upon the Village's request, Developer shall provide the Village with copies of all contracts entered into by Developer with any applicable general contractor, contractor, or subcontractor to evidence compliance with this Section.

SECTION 11 - LOCAL VENDORS AND CONTRACTORS

Developer shall use good faith efforts to employ local vendors and contractors when economically feasible in the construction process and in the ongoing marketing and management of the Project. This includes advertising in local publications and media for available positions that are not filled by reassignment of existing employees and notifying the Village when Developer is seeking contractors or employees.

SECTION 12 - GOVERNING LAW; CHOICE OF FORUM

This Agreement is made under and by virtue of the laws of the state of Illinois and shall be construed, interpreted, and applied pursuant thereto without the application of any conflicts of laws principles. Further, the Parties, to the fullest extent permitted by law, hereby knowingly, intentionally, and voluntarily submit to the exclusive personal and subject-matter jurisdiction of the Circuit Court for the Twenty-First Judicial Circuit, Kankakee County, Illinois, over any suit, action or proceeding in any way related to or arising from this Agreement. Therefore, the Parties hereby knowingly, intentionally, and voluntarily waive and forfeit any and all rights that they have, or which they may later accrue, to file any motion challenging jurisdiction or venue in said circuit court, including but not limited to any motion styled as a motion forum *non conveniens*, as well as their right to remove any such action to any federal court. In the event of any litigation related to this Agreement, the Parties shall each be responsible for their own attorney's fees and costs of suit.

SECTION 13 - AMENDMENTS

This Agreement may be amended only by the mutual consent of the Parties, or their successors and assigns, by a written instrument specifically referencing this Agreement.

SECTION 14 - NOTICES

All notices, elections and other communications between the Parties shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or delivered personally, to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

If to the Village President Village President

The Village of Bradley 147 South Michigan Avenue Bradley, Illinois 60915

With a copy to: Jeffrey S. Taylor

SPESIA & TAYLOR 1415 Black Road Joliet, Illinois 60435

And if to Developer KRU Holdings LLC

411 South Larkin Avenue Joliet, Illinois 60436

Notices shall be deemed received on the fourth (4th) business day following deposit in the United States Mail, if given by certified mail as aforesaid, and upon receipt or refusal, if personally delivered.

SECTION 15 - EFFECTIVE DATE

This Agreement shall be effective on the first date set forth above.

SECTION 16 - MUTUAL ASSISTANCE AND CONSENTS

The Parties agree to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms of this Agreement, including, without limitation, the enactment by the Village of such ordinances and resolutions and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement. In the event that any Party to this Agreement is required to grant its consent or approval to the other Party to this Agreement in connection with any of the terms and provisions of this Agreement, such consent or approval shall not be unreasonably withheld.

SECTION 17 - SEVERABILITY

If any provision, covenant or portion of this Agreement is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement.

SECTION 18 - ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the Parties.

SECTION 19 - SUCCESSORS AND ASSIGNS

The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the Parties and their heirs, successors, transferees and assigns. Nothing contained herein shall be deemed to create or impose any covenant or obligation running with or binding upon the land. Neither Developer nor the Village shall assign this Agreement or any rights hereunder to anyone except with the prior written consent of the other Party, provided Developer may assign this Agreement or it rights hereunder to (i) any entity controlling, controlled by, or under common control with Developer (a "Developer Affiliate") or (ii) in connection with a sale or disposal of the assets of Developer or a Developer Affiliate.

SECTION 20 - FORCE MAJEURE

Any obligation of a Party hereunder shall be extended by one day for every day that performance is delayed by unusual adverse weather conditions, strike, lockout, civil commotion, Act of God or any other cause beyond such Party's reasonable control.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written, and by so executing this Agreement, they mutually represent and warrant to one another that they have full power and authority to enter into this Agreement.

THE YILLAGE OF BRADLEY	Attest:
Michael Lation	
By: Michael Watson	Julie Tambling
Its: Village President	Julie Tambling, Village Clerk
Date: 05/08/2023	
KRU Holdings LLC	
By:	
Its:	
Date:	

EXHIBIT 1

Legal Description of the Subject Property

PARCEL 1:

THAT PART OF PARCEL 13 OF THE NORTHFIELD SQUARE RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 1990, AS DOCUMENT 90-01091, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 16; THENCE SOUTH 89 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 469.60 FEET, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 210.74 FEET; THENCE NORTH 22 DEGREES 54 MINUTES 38 SECONDS EAST, A DISTANCE OF 336.24 FEET; THENCE NORTH 22 DEGREES 05 MINUTES 22 SECONDS WEST, A DISTANCE OF 114.13 FEET; THENCE NORTH 22 DEGREES 54 MINUTES 38 SECONDS EAST, A DISTANCE OF 126.22 FEET; THENCE ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 358.00 FEET AND A CHORD LENGTH OF 146.94 FEET, BEARING SOUTH 70 DEGREES 27 MINUTES 39.4 SECONDS EAST, A DISTANCE OF 147.99 FEET; THENCE SOUTH 07 DEGREES 41 MINUTES 46.3 SECONDS WEST, A DISTANCE OF 484.40 FEET, TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENT, APPURTENANT TO PARCEL 1, FOR PEDESTRIAN AND VEHICULAR ACCESS OVER THAT PART OF PARCEL 13 OF THE NORTHFIELD SQUARE RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 1990, AS DOCUMENT 90-01091, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 16; THENCE SOUTH 89 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 469.60 FEET; THENCE NORTH 07 DEGREES 41 MINUTES 46 SECONDS EAST, A DISTANCE OF 484.40 FEET; THENCE EASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 358.00 FEET AND A CHORD BEARING OF SOUTH 83 DEGREES 06 MINUTES 18 SECONDS EAST, A DISTANCE OF 10.00 FEET, FOR THE POINT OF BEGINNING; THENCE EASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 358.00 FEET, AN ARC LENGTH OF 40.16 FEET AND A CHORD BEARING OF SOUTH 87 DEGREES 07 MINUTES 10 SECONDS EAST, A DISTANCE OF 40.14 FEET; THENCE SOUTH 07 MINUTES 41 SECONDS 46 MINUTES WEST, A DISTANCE OF 78.51 FEET; THENCE NORTH 82

DEGREES 18 MINUTES 14 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 07 DEGREES 41 MINUTES 46 SECONDS EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 82 DEGREES 18 MINUTES 14 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 07 DEGREES 41 MINUTES 46 SECONDS EAST, A DISTANCE OF 50.14 FEET, TO THE POINT OF BEGINNING, AS CONTAINED IN THE GRANT FROM NORTHFIELD CENTER PERIPHERAL ASSOCIATES DATED AUGUST 19, 1994, AND RECORDED AUGUST 22, 1994, AS DOCUMENT 94-14423.

Commonly known as: 60 Ken Hayes Drive, Bourbonnais, IL 60914

Property Index Number: 17-09-16-101-028

GROUP EXHIBIT 2

























Property Improvement Plan ("PIP") for property IL700 MainStay Suites

Definitions: BES = Before Entering System (Prior to Opening Date), AES = After Entering System (After Opening Date), REC = Recommended, WAIV = Waiver. The Due Date for each PIP item is identified below as either the BES Deadline (for BES items), or a specific date or number of months following the Opening Date (for AES, Recommended, or Waiver items). The BES Deadline (if applicable below) is <u>6 months</u>.

To assist in the selection, location and purchasing of the required items found in this document please contact the Brand Solutions Procurement Services General Contact number at 1-888-797-7911 (Option 1). Submit plans/elevations/material samples as required to: Choice Hotels International, Product Design and Construction, 1 Choice Hotels Circle, Suite 400, Rockville, MD 20850.

All items marked with an * on this addendum are items which require submittal to Choice for approval prior to implementation.

1. OPERATIONS

Operations	item Type	Due Date/# of Months
1.1. Franchisee or GM must complete "Choice Onboard" orientation/training or provide proof of successful prior completion from a previous franchise with us.	BES	BES Deadline
1.2. This PIP is subject to Choice management's approval and may change at a later date upon review by Choice. No PIP is final until executed by you and us in connection with the Franchise Agreement. This PIP ("Property Improvement Plan") was written by Barbara Maniglia on August 1, 2022 for a hotel located at the address 60 Ken Hayes Drive Boubonais, IL 60914	BES	BES Deadline
1.3. All hotels must have High Speed Internet Service throughout the hotel with required Landing page and certification which includes Symmetrical Fiber Optic broadband circuit and a managed service agreement through a Choice QV for WIFI network and guest support.	BES	BES Deadline
1.4. The GM or any other Manager-level employee such as the AGM or Sales Manager of the Hotel must obtain certification by completing Hospitality Operations Success Training (HOST) and pass the examination, or provide proof of successful prior HOST attendance/certification from a previous franchise with us.	BES	BES Deadline
1.5. A minimum of one current property personnel must complete the Commitment to Clean Captain training and receive the applicable badge via ChoiceU.	BES	BES Deadline
1.6. Compliance with the following items is required for all MAINSTAY franchises: 1. Prior to opening, hotel must pass a pre-opening Room Condition/Cleanliness inspection 2. Remove all indications of prior franchise affiliation (if applicable) 3. Provide all required brand standards and brand amenities NOTE: this does not reflect all brand programs and all brand requirements. Consult Rules and Regulations for complete information on all requirements.	BES	BES Deadline
1.7. All architectural plans and renderings (interior as well as exterior) must be submitted and approved prior to the commencement of work to arch_submittal@choicehotels.com. All interior design selections (all public space and guest room selections) must be submitted and approved prior to purchase to interiordesign@choicehotels.com. The Interior Design and Architectural teams will review your submissions and verify compliance with brand standards and design integrity as well as meeting the PIP requirements.	BES	BES Deadline

2. PUBLIC SPACES

Vestibule	Item Type	Due Date/# of Months
2.1. Provide new approved wall vinyl covering or other approved wall finish in an approved color. DESIGN	BES	BES
SUBMITTAL REQUIRED		Deadline
Lobby Design & Finishes	Item Type	Due
		Date/# of

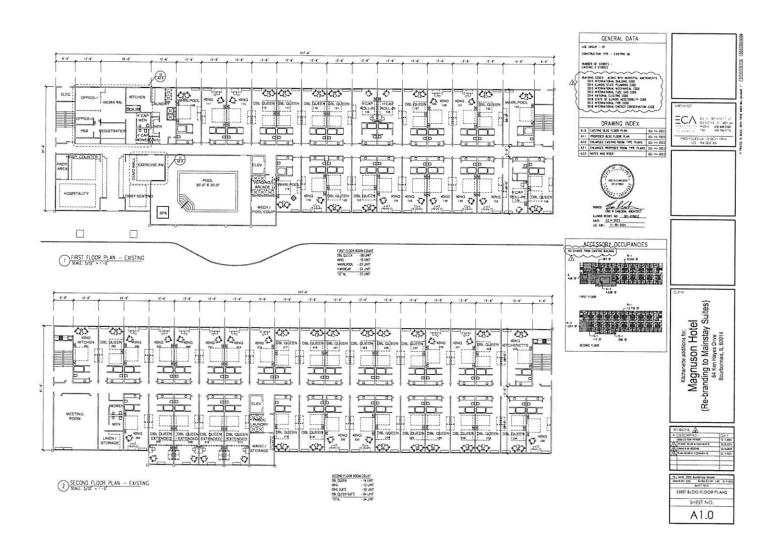
2.2. Provide new approved well visual constitution as a share as a state of the first transfer of transfer	DEC	Months
2.2. Provide new approved wall vinyl covering or other approved wall finish in an approved color. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
2.3. Provide new approved area rug at soft seating. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
Lobby FF&E	Item Type	
		Date/# of Months
2.4. Provide new approved coffee and end table(s). DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
2.5. Provide new approved window treatments. Must coordinate with public space color scheme. DESIGN SUBMITTAL REQUIRED.	BES	BES Deadline
2.6. Provide new approved table lamps and floor lamps at soft seating. DESIGN SUBMITTAL REQUIRED.	BES	BES Deadline
2.7. Provide new approved upholstered sofa. DESIGN SUBMITTAL REQUIRED.	BES	BES Deadline
2.8. Provide new approved upholstered lounge chairs (minimum of two). DESIGN SUBMITTAL REQUIRED.	BES	BES Deadline
Lobby Marketplace	Item Type	Due
		Date/# of Months
2.9. Provide the signature "MainStay Marketplace". Requires a dedicated alcove with brand approved signage, equipped with glass door refrigerator/freezer and brand approved snack cabinets & shelving to offer snacks, sundries, beverages and frozen meals & desserts. Transactions to be handled at Front Desk. Consult Rules & Regulations for complete list of standards and requirements. ARCHITECTURAL SUBMITTAL REQUIRED	BES	BES Deadline
Front Desk	Item Type	Due
		Date/# of Months
2.10. Provide new front desk fascia to coordinate with décor and meeting brand standards. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
2.11. Provide brand signage on the wall behind front desk per standards. Candle boxes are not allowed. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
2.12. Provide new approved wall vinyl covering or other approved wall finish in an approved color. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
Public Restrooms	Item Type	Due Date/# of Months
2.13. Provide new approved wall vinyl covering or other approved wall finish in an approved color. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
2.14. Provide new approved artwork in all public restrooms. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
2.15. Provide new approved tile floor and base. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
Vending	Item Type	Due Date/# of Months
2.16. Provide new approved wall vinyl covering or other approved wall finish in an approved color. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
2.17. Provide new approved tile floor and base in all vending areas. DESIGN SUBMITTAL REQUIRED.	BES	BES Deadline
Breakfast Room	item Type	_
2.18. Refinish wood trim on tables to coordinate with breakfast room finishes.	BES	BES Deadline
2.19. Provide new approved breakfast room chairs. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
2.20. Reconfigure existing breakfast seating and serving counters as needed - to convert to MainStay Suites continental breakfast counter and convert breakfast seating area to a combined breakfast seating and MainStay Suites Community Room by reducing breakfast hard seating and replacing with new soft	BE\$	BES Deadline

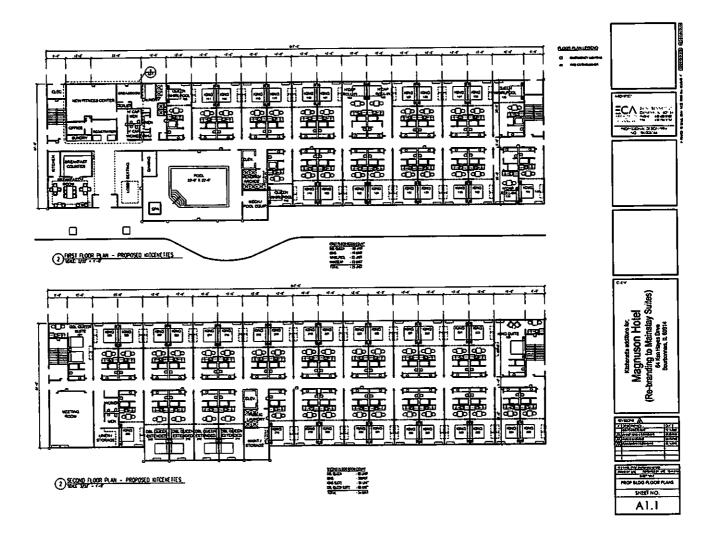
seating. Provide complimentary continental breakfast per brand standards. DESIGN & ARCHITECTURAL SUBMITTAL REQUIRED		
2.21. Provide new approved wall vinyl covering or other approved wall finish in an approved color. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
Meeting Rooms	Item Type	Due Date/# of
2.22. Professionally clean existing carpet and base.	BES	Months BES Deadline
2.23. Provide new approved wall vinyl covering or other approved wall finish in an approved color. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
2.24. Provide new approved artwork. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
2.25. Provide new approved window treatments. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
2.26. Provide new approved meeting room chairs. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
Exercise Room	Item Type	Due Date/# of Months
2.27. Provide water cooler with cup dispenser, or a small refrigerator with bottled water.	BES	BES Deadline
2.28. Provide new approved wall vinyl covering or other approved wall finish in an approved color. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
2.29. Provide new PTAC cover replacing the existing damaged unit.	BES	BES Deadline
2.30. Provide commercial grade strength training exercise equipment (station or hand-weights with rack and bench) per brand standards.	BES	BES Deadline
2.31. Enlarge exercise room by removing the bathroom to allow space for strength training equipment. Flooring and walls to be consistent with the remaining room.	BES	BES Deadline
Guest Laundry	Item Type	Due Date/# of Months
2.32. Provide an additional set of commercial grade washer(s) and dryer(s) to meet brand standards. (minimum 2 of each).	BES	BES Deadline
2.33. Provide new approved wall vinyl covering or other approved wall finish in an approved color. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
Elevator/Landings	item Type	Due Date/# o Months
2.34. Install new approved wall panels inside elevator cab. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
Stairs	Item Type	Due Date/# o Months
2.35. Clean stairwells to remove all dirt and debris.	BES	BES Deadline
2.36. Provide new approved flooring on all stairwell landings. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
Interior Corridor	Item Type	Due Date/# o Months
2.37. Provide new approved wall vinyl covering or other approved wall finish in an approved color. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
2.38. Replace all directional signs and graphics, including guest room numbers to provide a current and	BES	BES

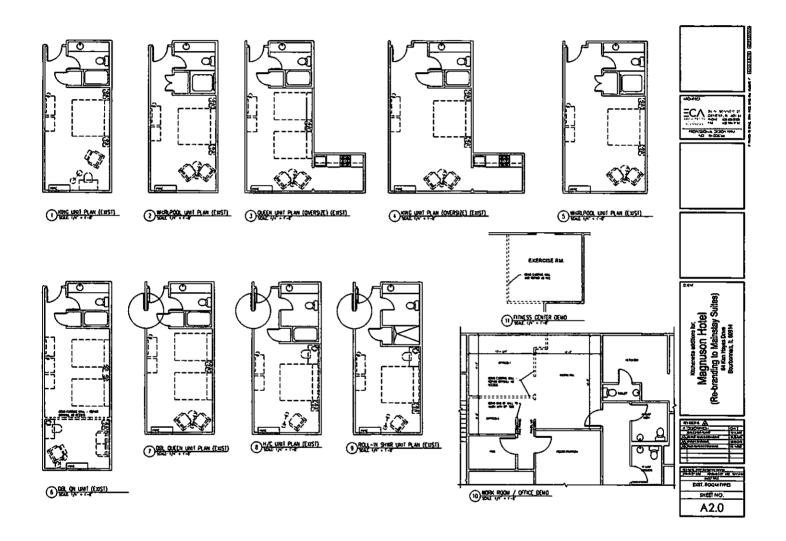
Guest Room	Item Type	Due
		Date/# of
3.1. Repair or replace any damaged/inoperable PTAC units and covers.	BES	Months BES
3.1. Kepail of replace any damaged/inoperable FTAC units and covers.	DES	Deadline
Guest Room Bath	Item Type	
	·······	Date/# o
	'	Months
3.2. Provide new approved wall vinyl covering or other approved wall finish in an approved color. DESIGN	BES	BES
SUBMITTAL REQUIRED		Deadline
3.3. Repair damaged millwork vanities to ensure they are free of any chips and scratches.	BES	BES
		Deadline
3.4. Provide required hook-less shower curtain.	BES	BES
		Deadline
3.5. Provide new tile floor and base. DESIGN SUBMITTAL REQUIRED.	BE\$	BES
		Deadline
3.6. Provide Choice tagged terry package.	BES	BES
2.7 Dentida anni dannatina linha 6 anni (3.)		Deadline
3.7. Provide new decorative light fixture(s) at vanity. DESIGN SUBMITTAL REQUIRED	BES	BES
Guest Room FF&E	Mars Torre	Deadline
Guest Room Frac	Item Type	
		Date/# o Months
3.8. To completely convert the Hotel from a transient into the extended stay segment - install kitchens in the	BEŞ	BES
rooms. This will include: Ceramic cook tops, Stove Hood/Exhausts, Microwaves, Dishwashers, Toasters,	0.3	Deadline
Refrigerators, kitchen cabinets and kitchen counters, kitchen sinks with garbage disposal and all		Deaginite
kitchenware's (china, glass, silver, cooking utensils, salt/pepper, etc.) and new tile floor in kitchen area.		
Provide dining table and 2 chairs (or combination work desk that can double as dining table.) DESIGN &		
ARCHITECTURAL SUBMITTAL REQUIRED.		
NOTE: Kitchens are to be installed on the outside bathroom wall in each guest rooms. Ceramic tile		
flooring must be installed in front of the entire kitchen area. Cabinetry must coordinate with new		
guestroom case good package.		
3.9. Provide the required Eclipse Collection (bed linen) in all guest rooms.	BES	BES
200 5 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Deadline
3.10. For wall mounted TVs, conceal exposed cables/cords from view. Either relocate to be behind the TV,	BES	BES
or within the wall, or install a Media Board.	056	Deadline
3.11. Provide new approved artwork. DESIGN SUBMITTAL REQUIRED.	BES	BES
3.12. Provide all new "kitchen pacs" - all new utensils, china, glass, silver, pots/pans, supplies, etc.	- 000	Deadline
5.12. Provide all flew kitchen pacs - all flew diensils, china, glass, silver, pots/pans, supplies, etc.	BES	BES Deadline
3.13. Provide new approved top of bedding program. Our comprehensive bedding program includes:	950	_
Choice-tagged pillows, appropriate bed covering (coverlet, scarf, decorative top sheet, etc.) per	BES	BES Deadline
requirements, blanket, sheets, bed skirt, and mattress pad.		Deadilli
3.14. Provide a new approved upholstered lounge chair in required rooms. All rooms require 2 seats -	BES	BES
upholstered lounge chairs typically required in rooms having a desk & desk chair. DESIGN SUBMITTAL		Deadline
REQUIRED.		
3.15. Provide minimum 32" flat-panel HDTV's including mounting, display and programming requirements.	BES	BES
If wall mounted, provide an approved media board.		Deadline
3.16. Provide new decorative lighting to include a minimum of three (3) light sources including one at each	BES	BES
nightstand, one at desk/table and one switched welcome light. DESIGN SUBMITTAL REQUIRED.		Deadline
NOTE: adequate lighting at the kitchen is required.		
3.17. Replace any worn/damaged/sagging mattress & box spring sets, and any older than 7 years with new.	BES	BES
	1	Deadline
3.18. In any rooms that require a sofa (suites, executive kings, etc), provide a new approved sofa. DESIGN SUBMITTAL REQUIRED.	BES	BES Deadline

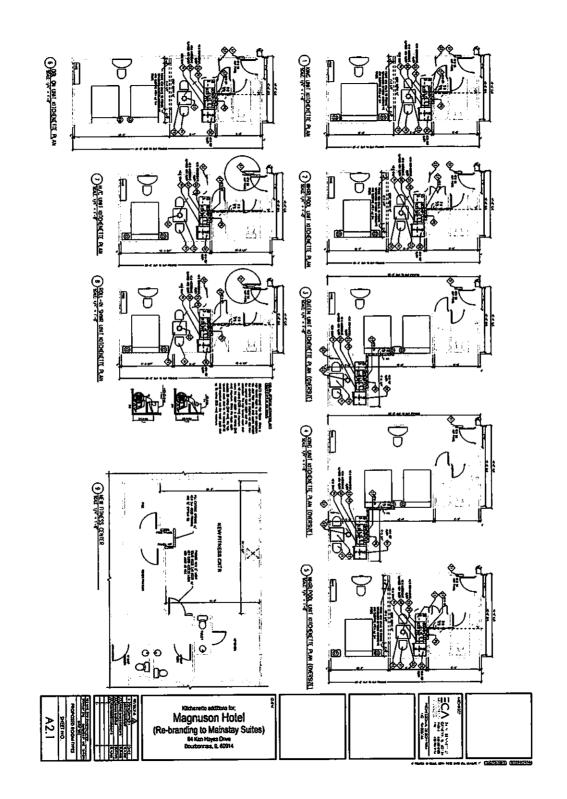
3.19. Provide new approved case goods. DESIGN SUBMITTAL REQUIRED.	BES	BES Deadline
NOTE: The rooms which currently have 2 beds are to be converted to a single King or a single Queen bedded room. The larger rooms may accommodate 2-Queen beds (206, 208, 210, 212). Each room must provide either a loveseat size sleep sofa, upholstered chair and ottoman, or a recliner in addition to a desk with desk chair or an activity table and two upholstered activity chairs. Beds are to be installed closer to the window and table/chairs or selected soft seating is between the kitchen and bed.		
Guest Room Finishes	Item Type	Due Date/# of Months
3.20. Provide new approved flooring in kitchen area. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
3.21. Provide new approved wall vinyl covering or other approved wall finish in an approved color. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline
3.22. Install new carpet, carpet pad, and carpet base. DESIGN SUBMITTAL REQUIRED	8ES	BES Deadline
3.23. Provide new window treatments per current Brand design. DESIGN SUBMITTAL REQUIRED	BES	BES Deadline

¹ All items listed above are in addition to compliance with Franchisor's standards and specifications, and Rules & Regulations.











	_									
	ĺ	ľ				П				
-		_	_			-		-	 	1
beard.	741	į	ź	P-01-07		Ŀ	tone bet petral i W j.	Ì	tons berigning	
. 95%	ľ	ľ	-,	100	lette.		31444979	ŗ	****	
	_	•	-			÷	1177777			
	-	ľ				Ш				1
25-25	42	_*	244	Allest			The state of the s			
Capitalis	HERE	4470	40	7 7000	146	440	20	Í		*****
A SUOTAINE MALMINDS										
		_				-				

TUDON NOTES DEMOLITION NOTES

- Communication with the appropriate reaches communication and the communication and The same of the sa
- Committee of the Commit
 - GENERAL NOTES
- -----The state of the s the contract of the contract o THE ROOM COME THE PARTY OF REPORT OF Carlo Charles of Charles and her tred than in their tred to the Charles and

the Merchin char in these authors have these to decid them.

THE COLUMN TWO IS NOT THE OWNER OF THE PARTY BEFFE FFE STATES OF STATES EFECTRICAL SPECIFICATIONS

WILDERETTE BASE DIAGRAM

.aratoveneneckie 🕈 ♦ SEVER SES NOTES

AND LOCAL DESIGNATION OF THE PARTY OF THE PA Or Sheller for error saledon din disarran all Mond Sectors Wissian in Springer 20, 700 p. say. to have been probably property on England State of State

The state of the s

PALOPE PA

0.EA ON TESH?

Magnuson Hotel
(Re-branding to Mainstay Su
44 Kin Payes One
Burdonnes, IL 48814



THE WORLD