

April 28, 2020 at 8:00 PM

The Mayor and City Council welcome you. Please note: comments are permitted only during Open Forum and only for items not already on the agenda. Due to Governor Pritzker's Executive Order No. 8 issued on March 20, 2020 limiting to 10 the number of people allowed to congregate and Executive Order No. 5, section 6 suspending In-Person Participation rules for Elected Officials this meeting is allowing remote participation. Berwyn City Hall is closed to the Public to prevent the spread of the Covid-19 virus.

PUBLIC PARTICIPATION: PLEASE READ

Staff will stream this meeting live using Face Book. Please go to the City of Berwyn Face Book page to view. **Any person wishing to submit comments for the Open Forum for this or future meetings may do so in writing, by e-mail, or by telephone. Your comments will be announced during the Open Forum section of the meeting. You may submit your comments to Clerk Margaret Paul through the U.S. Mail at 6700 West 26th Street, Berwyn, IL 60402, by E-mail at Mpaulberwyn@ci.berwyn.il.us or by telephone at 708-749-6451. All comments received by 7:45 p.m. on 4/28/2020 will be announced at this meeting. All comments received after this time limit will be placed on future City Council agendas. Please include a reference that you wish your comments to be made a part of the City Council Meeting Record.**

A. Pledge of Allegiance and Moment of Silence

B. Open Forum

C. Approval of Minutes

1. Regular City Council Meetings of April 14, 2020

D. Bid Openings

E. Berwyn Township, Berwyn Health District, Berwyn Development Corporation

1. BDC: A Resolution authorizing and approving the amendment of a certain promissory note executed by Autre Monde, LLC in favor of the Berwyn Development Corporation of the City of Berwyn, County of Cook, State of Illinois.
2. BDC: A Resolution authorizing and approving the amendment of a certain promissory note executed by the Berwyn Bottega Co. in favor of the Berwyn Development Corporation for the City of Berwyn, County of Cook, State of Illinois.
3. BDC: A Resolution authorizing and approving the amendment of a certain promissory note executed by Berwyn Eagles Aerie 2125 FOE and Anthony Palumbo in favor of the Berwyn Development Corporation for the City of Berwyn, County of Cook, State of Illinois.
4. BDC: A Resolution authorizing and approving the amendment of a certain promissory note executed by the Outta Space, Inc. in favor of the Berwyn Development Corporation for the City of Berwyn, County of Cook, State of Illinois.
5. BDC: A Resolution authorizing and approving the issuance of a certain commercial loan to La Parra, Inc., Salvador Plascencia, Juan Gabriel Padilla, Juan Fernando Munoz, Rosalba Munoz and Ana Munoz payable to the Berwyn Development Corporation for the City of Berwyn, County of Cook, State of Illinois.
6. BDC: A Resolution authorizing and approving the amendment of a certain promissory note and a certain mortgage executed by Oak Park Forest Park Funeral Home and Cremation, LLC and Kevin Kopicki in favor of the Berwyn Development Corporation and a certain mortgage executed by Oak Park Forest Park Funeral Home and Cremation, LLC for the City of Berwyn, County of Cook, State of Illinois.
7. BDC: A resolution authorizing and approving a certain host agreement between Craft Creations, LLC and the City of Berwyn fo the City of Berwyn, County of Cook, State of Illinois.

F. Reports from the Mayor:

1. Proclamation celebrating Earth Day

G. Reports from the Clerk

H. Zoning Boards of Appeals:

1. **An Ordinance approving special use permits for an adult-use cannabis craft grower, adult-use cannabis infuser organization, and adult-use transporting organization within the C-4 corridor commercial zoning district at the address commonly known as 6613-6621 W. Ogden Avenue, Berwyn, Illinois – Craft Creations, LLC Infusions, LLC & Craft Transports, LLC.**

Berwyn City Council
Regular Meeting – APRIL 14, 2020
Agenda

2. **An Ordinance Amending Section 1244.02 (Use Table), Table 1244.02-A (Use Table) of Chapter 1244 (Uses) in Title 4 (Zoning), Part Twelve (Planning and Zoning) of the Codified Ordinances of Berwyn Relative to Contractor Yards.**

I. Reports from the Aldermen, Committees, and Boards:

1. Alderman Santoy and Alderman Fejt – Operation Counting Lives, Saving Lives.

J. Reports from the StaffP

1. Pub. Works Dir: Authorization to seek “Statement of Qualifications” for Owners Representative services.

K. Consent Agenda

1. Payroll: 04/15/20 in the amount of \$1,182,720.54 – Informational
2. Payables: 04/16/20 to 04/29/20 in the amount of \$227,560.89 – Informational
3. Handicapped Parking Application #1312 – 3642 S. Harvey Ave. – Denial of Space
4. Handicapped Parking Application #1317 – 1912 S. Clarence Ave. – Approval of Space

Committee / Ward Announcements

Adjournment


Margaret Paul, City Clerk

No. of Items: 17





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MINUTES Regular Berwyn City Council Meeting April 14, 2020

Clerk's Note: Governor Pritzker's Executive Order No. 5, section 6 and Order No. 8. Which suspended "in-person attendance" by elected officials and limited the number of persons that could congregate to 10 or less due to the Covid-19 pandemic. The City of Berwyn used best efforts to comply with the Governor's Order and the spirit of the Open Meetings Act. The following measures were taken to provide residents with notice of changes to the Regular Meeting and ability to observe the meeting in progress through a live video stream:

- Notice that the City Council would comply with the Governor's Order was posted on the City's website and the doors of City Hall along with direction on how the public could view the meeting in progress as well as address the Council during Open Forum.
- Notice that the City Council would comply with the Governor's Order was posted on the City's Facebook page along with directions on how the public could view and participate in the meeting.
- City staff live-streamed the meeting on the City of Berwyn Facebook page beginning at 8:00 p.m.

A. Meeting Opening:

Mayor Lovero, present in chambers, called the Regular Meeting of the City Council to Order at 8:00 P.M. Clerk Paul, present in chambers, called the roll. The following Aldermen participated in person: Fejt and Nowak. The following Aldermen participated remotely: Lennon Ramirez, Reardon, Fejt, Santoy, Avila, and Ruiz.

Clerk's Note: City Treasurer Miranda also participated in the meeting remotely.

Mayor Lovero led the Council in the Pledge of Allegiance. He asked for a moment of silence in memory of Ron Stricklin, long time Berwyn City employee, along with prayers for his family, for the continued recovery of Max Kusper, and added the happy announcement that IT Director Jim Frank's wife gave birth to daughter Rosie today.

B. Open Forum: Mayor Lovero acknowledged receipt of e-mails received from Juan Garcia and Kaleena Olivo. The emails were form letters asking for a "moratorium on small cells and other wireless infrastructure permits process and deployment until the COVID-19 emergency is over". Mayor Lovero stated that the e-mails had been answered. A copy of a memo by Adam Simon of the Ancel Glink law firm entitled **5G and Covid-19** was distributed. Clerk Paul reported that she had received an additional email April 10, 2020 from Kristen Stafford using identical language.

C. Approval of Minutes: Ald. Avila asked that the Committee of the Whole Minutes for March 24, 2020 be corrected to show that he participated remotely. Ald. Fejt made a motion, seconded by Ald. Nowak, to approve the Minutes for the Public Hearing of March 24, 2020 and the Minutes of the Regular City Council Meeting of March 24, 2020 as submitted and approve the Committee of the Whole Minutes of March 24, 2020 as corrected. The motion carried by a unanimous voice vote.

Clerk's Note: Mayor Lovero asked that a Roll Call vote be taken on the remainder of the agenda items to allow the public viewing the live stream and those attending in-person opportunity to hear the votes cast by the Aldermen participating remotely.

Ald. Nowak made a motion, seconded by Ald. Fejt, to bring forward items I-1 and I-2. The motion carried by a unanimous roll call vote.

I-1: Police and Fire Commission - Promotion of Brian Cantwell to Sergeant: Ald. Fejt made the motion, seconded by Ald. Nowak, to concur and promote Brian Cantwell to the rank of Berwyn Police Sergeant. The motion carried by a unanimous roll call vote. Clerk Paul administered the Oath of Office.

I-2: Police and Fire Commission - Promotion of Gavin Zarbock to Sergeant: Ald. Nowak made the motion, seconded by Ald. Fejt, to concur and promote Gavin Zarbock to the rank of Berwyn Police Sergeant. The motion carried by a unanimous roll call vote. Clerk Paul administered the Oath of Office.

Berwyn City Council Minutes
April 14, 2020 continued

D. Bid Openings:

D-1: Roadway Resurfacing Project: Ald. Ruiz made the motion, seconded by Ald. Fejt, to concur with the Public Works Director Schiller and award the contract to Schroeder Asphalt Services, Inc. as the lowest responsible bidder for the budgeted amount of \$420,000.00. The motion carried by a unanimous roll call vote.

D-2: 2020 Motor Fuel Tax Pavement Patching Project: Ald. Ruiz made the motion, seconded by Ald. Nowak, to concur and award the 2020 Motor Fuel Tax Pavement Patching Project to Schroeder Asphalt Services, Inc. as the lowest responsible bidder for \$600,000.00 plus a 10% contingency for unforeseen conditions. The motion carried by a unanimous roll call vote.

E. Berwyn Township, Berwyn Health District, Berwyn Development Corporation:

E1: BDC: Ald. Nowak made the motion, seconded by Ald. Fejt, to **adopt** the Ordinance entitled: **An Ordinance Amending Chapter 1244 (Uses) of Title 4 (Zoning) of Part Twelve (Planning and Zoning) of the Codified Ordinances of Berwyn, By Adding New Section 1244.07 (Special Commercial Uses) Allowing Special Commercial Uses of Certain Properties**, direct the Corporate Authorities to affix the necessary signatures and send it on its way to passage. The motion carried by a unanimous roll call vote.

E2: BDC: Ald. Fejt made the motion, seconded by Ald. Nowak to adopt the Ordinance entitled: **An Ordinance Amending Section 1248.02 (Required Off Street Parking Spaces), Table 1248.02-B (Off-Street Parking Requirements) of Chapter 1248 (Off Street Parking and Loading) in Title 4 (Zoning), Part Twelve (Planning and Zoning) of the Codified Ordinances of Berwyn Relative to the Requirements for Off Street Parking for Medical Offices**, direct the Corporate Authorities to affix the necessary signatures, and send it on its way to passage. The motion carried by a unanimous roll call vote.

E3: BDC: Ald. Nowak made the motion, seconded by Ald. Fejt to **adopt** the Ordinance entitled: **An Ordinance Authorizing the Execution of an Agreement for the Lease of Certain Real Property for the City of Berwyn, State of Illinois**, direct the Corporate Authorities to affix the necessary signatures and send it on its way to passage. The motion carried by a unanimous roll call vote. (Clerk's Note: Property Address - 6839 Roosevelt Road - Following the vote, Mayor Lovero stated that the agreement might not go forward should the City find the property not suited for its intended use.)

E4: BDC: Ald. Fejt made the motion, seconded by Ald. Nowak, to **adopt** the Ordinance entitled: **An Ordinance Amending Ordinance Number 97-13 to Correct Certain Scrivener's Errors for the City of Berwyn, State of Illinois**, direct the Corporate Authorities to affix the necessary signatures and send it on its way to passage.

E5: BDC: Ald. Nowak made the motion, seconded by Ald. Fejt, to **adopt** the Ordinance entitled: **An Ordinance Adopting and Approving the First Amendment to the City of Berwyn Tax Increment Redevelopment Roosevelt Road TIF – Redevelopment Plan and Project in the City of Berwyn, County of Cook, State of Illinois**, direct the Corporate Authorities to affix the necessary signatures and place it on its way to passage. The motion carried by a unanimous roll call vote.

E6: BDC: Ald. Fejt made the motion, seconded by Ald. Nowak, to **adopt** the Ordinance entitled: **An Ordinance Adopting and Approving an Amendment to the City of Berwyn Tax Increment Redevelopment South Berwyn Corridor TIF – Redevelopment Plan and Project in the City of Berwyn, County of Cook, State of Illinois**, direct the Corporate Authorities to affix the necessary signatures and place it on its way to passage. The motion carried by a unanimous roll call vote.

E7: BDC: Ald. Nowak made the motion, seconded by Ald. Avila, to **adopt** the Resolution entitled: **A Resolution Authorizing and Approving an Intergovernmental Agreement with Certain Taxing Districts Related to the Harlem Avenue TIF Amendment for the City of Berwyn, County of Cook, State of Illinois**, direct the Corporate Authorities to affix the necessary signatures and place it on its way to passage. The motion carried by a unanimous roll call vote.

F. Reports from the Mayor: Nothing submitted

Berwyn City Council Minutes
April 14, 2020 continued

G. Reports from the Clerk: Ald. Fejt made the motion, seconded by Ald. Nowak, to accept the Clerk's communication as informational. The motion carried by a unanimous roll call vote.

H. Reports from Zoning, Planning, and Development Commission: Nothing submitted.

I. Reports from the Aldermen, Committees and Boards:

I-3: Police and Fire Commission – Appointment of Thomas Schlesinger as Probationary Firefighter-Paramedic: Ald. Nowak made the motion, seconded by Ald. Fejt, to concur and appoint Thomas Schlesinger to the rank of Berwyn Fire Department Probationary Firefighter-Paramedic. The motion carried by a unanimous roll call vote. Clerk Paul will administer the Oath of Office on April 20, 2020.

J. Reports from the Staff:

J-1: Public Works: Ald. Ruiz made the motion, seconded by Ald. Nowak, to concur and authorize the Public Works Department to request proposals for a four-ton trailer mounted asphalt hotbox recycler. The motion carried by a unanimous roll call vote.

J-2-A: Public Works: Ald. Ruiz made the motion, seconded by Ald. Fejt, to **adopt** the Ordinance entitled: **An Ordinance Updating Substantial Construction and Amending Chapter 1042 of the Water and Sewer Connections and Use Code of the Codified Ordinances of the City of Berwyn**, direct the Corporate Authorities to affix the necessary signatures and send it on its way to passage and to also refer the Ordinance to staff for review of necessary language adjustments and corrections to be brought back to Council for further action. The motion carried by a unanimous roll call vote.


K. Consent Agenda:

Motion by Ald. Avila, seconded by Ald. Nowak, to approve items K-1 through K-5 as submitted. The motion carried by a unanimous roll call vote.

Aldermanic Committee Meetings: All committee and ward meetings have been temporarily postponed due to the Covid-19 emergency. Mayor Lovero announced that there would be a Public Hearing for Zoning as posted and advertised on April 15, 2020 in City Council Chambers.

Adjournment: Ald. Fejt made the motion, seconded by Ald. Nowak, to adjourn. The motion carried by a unanimous voice vote. The meeting adjourned at the hour of 8:35 p.m.

Respectfully submitted,


Margaret Paul, City Clerk



Memorandum

E-1

To: Mayor Robert J. Lovero and Members of the Berwyn City Council
From: David Hulseberg, Executive Director
Date: April 24, 2020
Re: Autre Monde, 6727 Roosevelt Road

As a result of COVID – 19, businesses with Commercial Loans under the City’s program administered by the Berwyn Development Corporation (BDC) are seeking some type of relief. The BDC on behalf of the City of Berwyn has worked with Autre Monde to temporarily renegotiate terms of their agreement.

Proposed Changes: Reduce interest to 5% for the period of March 1 to August 31, 2020. Delay principal and interest payments for the period of March 1 to August 31, 2020. Delayed principal and interest payments will be put on the back end of loan and due with interest accrued when loan balloons on March 1, 2021. Property tax and insurance escrow (escrow) payments must be made monthly beginning March 1, 2020 and paid by the 10th of each month. Principal, Interest and escrow to resume on September 1, 2020 and to be paid monthly by the 10th of each month through 3/1/20 when loan balloons. If terms of the agreement are not met than the original terms will apply. Monthly principal was \$987.66, monthly interest at 5% was \$1,165.60. monthly property tax and insurance is \$1,429.23 and revised monthly interest at 5% is \$828.46.

Recommendation:

The BDC recommends that City Council Approve the resolution.

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER _____

A RESOLUTION AUTHORIZING AND APPROVING THE AMENDMENT OF A CERTAIN PROMISSORY NOTE EXECUTED BY AUTRE MONDE, LLC IN FAVOR OF THE BERWYN DEVELOPMENT CORPORATION FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

Robert J. Lovero, Mayor
Margaret Paul, City Clerk

James "Scott" Lennon
Jose Ramirez
Jeanine L. Reardon
Robert W. Fejt
Cesar A. Santoy
Alicia M. Ruiz
Rafael Avila
Anthony Nowak
Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this _____ day of April, 2020.

RESOLUTION _____

A RESOLUTION AUTHORIZING AND APPROVING THE AMENDMENT OF A CERTAIN PROMISSORY NOTE EXECUTED BY AUTRE MONDE, LLC IN FAVOR OF THE BERWYN DEVELOPMENT CORPORATION FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970 and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

WHEREAS, the Mayor of the City (the “Mayor”) and City Council (collectively, the “Corporate Authorities”) are committed to promoting economic development within the City; and

WHEREAS, in conjunction with the City, the Berwyn Development Corporation (the “BDC”) administers a commercial loan program for the purposes of promoting economic development within the City; and

WHEREAS, on June 11, 2010, Autre Monde, LLC, an Illinois limited liability corporation, (“Autre Monde”) pursuant to that certain Secured Promissory Note of even date therewith (the “Note”), promised to pay to the order of the BDC the principal amount of Two Hundred Twenty Five Thousand and No/100s Dollars (\$225,000.00) upon the terms and conditions set forth in such instrument; and

WHEREAS, on March 11, 2016, Autre Monde and the BDC, executed that certain First Amendment to Secured Promissory Note (the “First Amendment”), whereby the Autre Monde borrowed an additional Forty-Five Thousand and No/100 Dollars (\$45,000.00); and

WHEREAS, the BDC has determined that it is in the best interests of the BDC, Autre Monde and the City to amend the Note, as amended by the First Amendment, pursuant to the

terms of that certain Second Amendment of Promissory Note (the “Second Amendment”), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have the authority to authorize the execution of the Second Amendment; and

WHEREAS, the Corporate Authorities deem it advisable, necessary and in the best interest of the City to amend the Note pursuant to the terms of the Second Amendment;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Berwyn, County of Cook, State of Illinois, in the exercise of the City’s home rule powers, as follows:

Section 1. The statements set forth in the preambles to this Resolution are found to be true and correct and are incorporated into this Resolution as if set forth in full.

Section 2. The City Council hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the City to approve the Second Amendment with terms substantially similar to the terms set forth in Exhibit A.

Section 3. The Second Amendment, with terms substantially similar to the terms set forth in Exhibit A, is hereby approved with such insertions, omissions and changes as shall be approved by the Mayor, the Executive Director of the BDC and the attorney of the BDC (the “Attorney”).

Section 4. The Attorney is hereby authorized to negotiate additional terms of the Second Amendment as needed and undertake any and all actions on the part of the City and the BDC to effectuate the intent of this Resolution.

Section 5. The Executive Director of the BDC, or his designee, is hereby authorized and directed to execute the Second Amendment, with such insertions, omissions and changes

as shall be approved by the Mayor, the Executive Director of the BDC and the Attorney. The City Council further authorizes the Executive Director of the BDC, or his designee, to execute any and all additional documentation and to fill in such figures and amounts that may be necessary to carry out the intent of this Resolution. The officers, employees and/or agents of the City are authorized and directed to take all action necessary or reasonably required by the City to carry out, give effect to and consummate the Second Amendment contemplated herein and shall take all acts necessary in conformity therewith. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

Section 6. All prior actions of the City's and BDC's officials, employees and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

Section 7. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 8. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 9. This Resolution shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Resolution shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this

____ day of _____ 2020, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Lennon				
Ramirez				
Reardon				
Fejt				
Santoy				
Ruiz				
Avila				
Nowak				
(Mayor Lovero)				
TOTAL				

APPROVED this ____ day of _____ 2020.

ATTEST:

Robert J. Lovero
MAYOR

Margaret Paul
CITY CLERK

EXHIBIT A

SECOND AMENDMENT TO SECURED PROMISSORY NOTE

This SECOND AMENDMENT TO SECURED PROMISSORY NOTE (the “**Second Amendment**”) is hereby made and entered into as of _____, 2020, by and between AUTRE MONDE, LLC, an Illinois limited liability company (the “Borrower”) and the BERWYN DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation (the “Creditor”).

RECITALS

WHEREAS, on June 11, 2010, Borrower, pursuant to that certain Secured Promissory Note of even date therewith (the “**Note**”), promised to pay to the order of Creditor the principal amount of Two Hundred Twenty Five Thousand and No/100s Dollars (\$225,000.00) upon the terms and conditions set forth in such instrument; and

WHEREAS, on March 11, 2016, Borrower and Creditor, executed that certain First Amendment to Secured Promissory Note (the “**First Amendment**”), whereby the Borrower borrowed an additional Forty-Five Thousand and No/100 Dollars (\$45,000.00); and

WHEREAS, pursuant to the First Amendment, the Term Loan Period, Term Loan Period Interest Rate, and Maturity Date under the Note were also modified; and

WHEREAS, by this Second Amendment, Borrower and Creditor desire to modify the Term Loan Period Interest Rate for the Period of March 1, 2020 to August 31, 2020, Principal and Interest Payments for the period of March 1, 2020 to August 31, 2020, and Escrow Account contributions; and

WHEREAS, it is the intention of Borrower and Creditor that amounts owing and advanced pursuant to the Note and First Amendment shall remain secured by that certain Real Estate Mortgage (the “**Mortgage**”) granted in favor of Creditor on June 11, 2010 by Aranza Properties, LLC, an Illinois limited liability company (the “Mortgagor”), mortgaging and conveying to Creditor that certain Real Property located at 6727 W. Roosevelt Road, Berwyn, Illinois 60402 (the “**Property**”);

AMENDMENT

NOW THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Note, as amended by the First Amendment, is hereby amended as follows:

1. **Term Loan Period Interest.** As used in the Note, the “Term Loan Period Interest Rate” shall be a fixed rate of five percent (5%) for the period of March 1, 2020 through August 31, 2020. Beginning on September 1, 2020, the Term Loan Interest Rate shall return to a fixed rate of seven percent (7%).
2. **Monthly Payments.** Monthly payments of principal and interest in the amount of One Thousand Eight Hundred Sixteen and 12/100 Dollars (\$1,816.12) for the periods of March 1, 2020 through August 31, 2020 shall be suspended (the “**Suspended Payments**”). The Suspended Payments, with interest accrued, shall be due on the Maturity Date. Beginning September 1, 2020, monthly payments of principal and interest in the amount of Two Thousand One Hundred Fifty-Three and 26/100 Dollars (\$2,153.26) shall be due by the tenth (10th) day of each month until the Maturity Date.

3. **Escrow Account Contributions.** Beginning March 1, 2020 and continuing through the Maturity Date, Borrower shall make monthly deposits into the Escrow Account by the tenth (10th) day of each month, in addition to any other payments required under any loan document, in a sum equal to one-twelfth (1/12th) of the yearly taxes and assessments which may be levied against the Property and insurance premiums (as determined by the Creditor). As of March 1, 2020, the amount of such monthly payments shall be One Thousand Four Hundred Twenty-Nine and 23/100 Dollars (\$1,429.23). The amount of such taxes and assessment and insurance premiums, when unknown, shall be estimated by Creditor. Such deposits shall be used by Creditor to pay such taxes and assessments and insurance policies when due. Creditor shall exhibit to Borrower upon request, official receipts showing amounts paid from the Escrow Account toward the satisfaction of real estate taxes and assessments and insurance proceeds. Any overage in the Escrow Account shall be applied toward future taxes and assessments and insurance proceeds. The amount of any shortfall in the Escrow Account shall be invoiced to Borrower, and Borrower shall promptly pay any such amounts invoiced upon presentation. Within thirty (30) days after all indebtedness has been paid in full, Creditor shall pay to Borrower, the amount, if any, by which the balance in the Escrow Account exceeds the amount of estimated yearly taxes and assessments and insurance premiums attributable to the portion of the tax year prior to satisfaction of the such indebtedness.
4. **No Other Changes to Note.** Except as expressly modified by this Second Amendment, all other provisions of the Note and First Amendment are unmodified and continue in full force and effect.
5. **Construction.** All capitalized terms not defined in this Second Amendment except to the extent the same terms have been modified by this Second Amendment, have the same meaning ascribed to such terms in the Note and First Amendment. In the event of any conflict between this Second Amendment and the Note and the First Amendment, the provisions of this Second Amendment shall govern and prevail. The headings contained in this Second Amendment are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Second Amendment.
6. **Reversion to Original Terms.** In the event Borrower does not fulfill its requirements set forth in this Second Amendment, the terms of the Note, as amended by the First Amendment, shall be reinstated as if this Second Amendment was never executed.
7. **Incorporation of Recitals.** The recitals set forth in the beginning of this instrument shall be deemed incorporated by this reference into this Second Amendment as integral and material terms thereof.
8. **Counterparts.** This Second Amendment may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Remainder of page intentionally left blank; Signature page follows]

[Signature Page to Second Amendment]

IN WITNESS WHEREOF, Creditor has executed this Promissory Note as of the day and year first written above.

BERWYN DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation

By: _____
David Hulseberg, *Its Executive Director*

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that David Hulseberg, as the Executive Director and Authorized Representative of the Berwyn Development Corporation, an Illinois not-for-profit 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 _____ 2020.

Notary Public

My Commission Expires: _____

[Signatures follow on the next page]

[Signature Page to Second Amendment]

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first written above.

Autre Monde, LLC, an Illinois limited liability company

By: _____
John Aranza, *Its Manager*

By: _____
Christine Tully, *Its Manager*

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that John Aranza, as the Manager and Authorized Representative of Autre Monde, 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 _____ 2020.

Notary Public

My Commission Expires: _____

[Acknowledgements follow on the next page]

[Signature Page to Second Amendment]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Christine Tully, as the Manager and Authorized Representative of Autre Monde, 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 she signed and delivered the said instrument for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____ 2020.

Notary Public

My Commission Expires: _____

UNANIMOUS WRITTEN CONSENT OF THE MEMBERS OF
AUTRE MONDE, LLC,
an Illinois limited liability company,

The undersigned, comprising all of the members of **AUTRE MONDE, LLC**, an Illinois limited liability company (the “**Company**”), hereby waive all notices of meeting, and consent, in writing, without the necessity of a meeting, pursuant to the authority granted by the Limited Liability Company Act, to the following actions:

WHEREAS, on June 11, 2010, the Company, pursuant to that certain Secured Promissory Note of even date therewith (the “**Note**”), promised to pay to the order of the Berwyn Development Corporation, an Illinois not-for-profit corporation (the “**Creditor**”) the principal amount of Two Hundred Twenty Five Thousand and No/100s Dollars (\$225,000.00) upon the terms and conditions set forth in such instrument; and

WHEREAS, on March 11, 2016, Company and Creditor executed that certain First Amendment to Secured Promissory Note (the “**First Amendment**”), whereby the Company borrowed an additional Forty-Five Thousand and No/100 Dollars (\$45,000.00); and

WHEREAS, in light of the Coronavirus Disease 2019 (COVID-19) pandemic, the Creditor is willing to agree to amend certain terms of the Note, as amended by the First Amendment, through the execution of a second amendment to the Note (the “**Second Amendment**”) in order to prevent the Company from defaulting on the Note;

IT IS HEREBY RESOLVED, that this Company is authorized to execute the Second Amendment; and it is

FURTHER RESOLVED, that John Aranza and Christine Tully, as Managers of this Company, is hereby authorized to execute such loan documents on behalf of the Company as are necessary or required by the Creditor to affect the above resolution.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE(S) FOLLOWS]

**[SIGNATURE PAGE TO UNANIMOUS WRITTEN CONSENT OF THE MEMBERS
OF AUTRE MONDE, LLC – SECOND AMENDMENT TO SECURED PROMISSORY NOTE –
_____ 2020]**

Dated: As of this ____ day of _____ 2020.

By: _____
John Aranza, *Its Manager*

By: _____
Christine Tully, *Its Manager*

Being the Managers of the Company.



Memorandum

E-2

To: Mayor Robert J. Lovero and Members of the Berwyn City Council
From: David Hulseberg, Executive Director
Date: April 24, 2020
Re: Berwyn Bottega, 6714 Cermak Road

As a result of COVID – 19, businesses with Commercial Loans under the City's program administered by the Berwyn Development Corporation (BDC) are seeking some type of relief. The BDC on behalf of the City of Berwyn has worked with Berwyn Bottega to temporarily renegotiate terms of their agreement.

Proposed Changes: Reduce interest to 5% for the period of May 1 to October 31, 2020. Delay principal and interest payments for the period of May 1 to October 31, 2020. Delayed principal and interest payments will be put on the back end of loan and due with interest accrued when loan balloons on April 1, 2023. Property tax and insurance escrow (escrow) payments must be made monthly beginning May 1, 2020 and paid by the 10th of each month. Principal, Interest and escrow to resume on November 1, 2020 and to be paid monthly by the 10th of each month through April 1, 2023 when loan balloons. If terms of the agreement are not met than the original terms will apply. Monthly principal was \$324.93, monthly interest at 5% was \$840.05, monthly property tax and insurance is \$1,086.00 and revised monthly interest at 5% is \$598.68.

Recommendation:

The BDC recommends that City Council Approve the resolution.

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING AND APPROVING THE
AMENDMENT OF A CERTAIN PROMISSORY NOTE EXECUTED BY
THE BERWYN BOTTEGA CO. IN FAVOR OF THE BERWYN
DEVELOPMENT CORPORATION FOR THE CITY OF BERWYN,
COUNTY OF COOK, STATE OF ILLINOIS.**

Robert J. Lovero, Mayor
Margaret Paul, City Clerk

James "Scott" Lennon
Jose Ramirez
Jeanine L. Reardon
Robert W. Fejt
Cesar A. Santoy
Alicia M. Ruiz
Rafael Avila
Anthony Nowak
Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this ____
day of _____, 2020.

RESOLUTION _____

A RESOLUTION AUTHORIZING AND APPROVING THE AMENDMENT OF A CERTAIN PROMISSORY NOTE EXECUTED BY THE BERWYN BOTTEGA CO. IN FAVOR OF THE BERWYN DEVELOPMENT CORPORATION FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970 and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

WHEREAS, the Mayor of the City (the “Mayor”) and City Council (collectively, the “Corporate Authorities”) are committed to promoting economic development within the City; and

WHEREAS, in conjunction with the City, the Berwyn Development Corporation (the “BDC”) administers a commercial loan program for the purposes of promoting economic development within the City; and

WHEREAS, on March 29, 2018, The Berwyn Bottega Co., an Illinois corporation, (“Berwyn Bottega”) pursuant to that certain Secured Promissory Note of even date therewith (the “Note”), promised to pay to the order of the BDC the principal amount of One Hundred Fifty Thousand and No/100s Dollars (\$150,000.00) upon the terms and conditions set forth in such instrument;

WHEREAS, the Coronavirus Disease 2019 (COVID-19) has caused a tremendous strain on the finances of small businesses; and

WHEREAS, the BDC has determined that it is in the best interests of the BDC, Berwyn Bottega and the City to amend the Note pursuant to the terms of that certain First Amendment

of Promissory Note (the “First Amendment”), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have the authority to authorize the execution of the First Amendment; and

WHEREAS, the Corporate Authorities deem it advisable, necessary and in the best interest of the City to amend the Note pursuant to the terms of the First Amendment;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Berwyn, County of Cook, State of Illinois, in the exercise of the City’s home rule powers, as follows:

Section 1. The statements set forth in the preambles to this Resolution are found to be true and correct and are incorporated into this Resolution as if set forth in full.

Section 2. The City Council hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the City to approve the First Amendment with terms substantially similar to the terms set forth in Exhibit A.

Section 3. The First Amendment, with terms substantially similar to the terms set forth in Exhibit A, is hereby approved with such insertions, omissions and changes as shall be approved by the Mayor, the Executive Director of the BDC and the attorney of the BDC (the “Attorney”).

Section 4. The Attorney is hereby authorized to negotiate additional terms of the First Amendment as needed and undertake any and all actions on the part of the City and the BDC to effectuate the intent of this Resolution.

Section 5. The Executive Director of the BDC, or his designee, is hereby authorized and directed to execute the First Amendment, with such insertions, omissions and changes as

shall be approved by the Mayor, the Executive Director of the BDC and the Attorney. The City Council further authorizes the Executive Director of the BDC, or his designee, to execute any and all additional documentation and to fill in such figures and amounts that may be necessary to carry out the intent of this Resolution. The officers, employees and/or agents of the City are authorized and directed to take all action necessary or reasonably required by the City to carry out, give effect to and consummate the First Amendment contemplated herein and shall take all acts necessary in conformity therewith. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

Section 6. All prior actions of the City's and BDC's officials, employees and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

Section 7. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 8. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 9. This Resolution shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Resolution shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this
 ___ day of _____ 2020, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Lennon				
Ramirez				
Reardon				
Fejt				
Santoy				
Ruiz				
Avila				
Nowak				
(Mayor Lovero)				
TOTAL				

APPROVED this ___ day of _____ 2020.

 Robert J. Lovero
 MAYOR

ATTEST:

 Margaret Paul
 CITY CLERK

EXHIBIT A

FIRST AMENDMENT TO SECURED PROMISSORY NOTE

This FIRST AMENDMENT TO SECURED PROMISSORY NOTE (the “**First Amendment**”) is hereby made and entered into as of _____, 2020, by and between THE BERWYN BOTTEGA CO., an Illinois corporation (the “**Borrower**”) and the BERWYN DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation (the “**Creditor**”).

RECITALS

WHEREAS, on March 29, 2018, Borrower, pursuant to that certain Secured Promissory Note of even date therewith (the “**Note**”), promised to pay to the order of Creditor the principal amount of One Hundred Fifty Thousand and No/100s Dollars (\$150,000.00) upon the terms and conditions set forth in such instrument; and

WHEREAS, by this First Amendment, Borrower and Creditor desire to modify the Interest Rate for the Period of May 1, 2020 to October 31, 2020, Principal and Interest Payments for the period of May 1, 2020 to October 31, 2020, and Escrow Account contributions; and

WHEREAS, it is the intention of Borrower and Creditor that amounts owing and advanced pursuant to the Note shall remain secured by those certain Personal Guaranties dated February 1, 2016 (the “**Guaranties**”) given by Priscilla Grace Lopez, Aris Avanesian, and Gerardo Diaz (each, individually a “**Guarantor**” or together, collectively, the “**Guarantors**”) in favor of Creditor, that certain Real Estate Mortgage (the “**Mortgage**”) granted in favor of Creditor on March 29, 2018 by The Berwyn Bottega Co., an Illinois corporation (the “**Mortgagor**”), mortgaging and conveying to Creditor that certain real property located at 6714 West Cermak Road, Berwyn, Illinois 60402 (the “**Property**”), and that certain Security Agreement dated February 1, 2016 (the “**Security Agreement**”) executed by Borrower in favor of Creditor;

AMENDMENT

NOW THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Note is hereby amended as follows:

1. **Interest Rate.** As used in the Note, the “**Interest Rate**” shall be a fixed rate of five percent (5%) for the period of May 1, 2020 through October 31, 2020. Beginning on November 1, 2020, the Interest Rate shall return to a fixed rate of seven percent (7%).
2. **Monthly Payments.** Monthly payments of principal and interest in the amount of Nine Hundred Twenty-Three and 61/100 Dollars (\$923.61) for the periods of May 1, 2020 through October 31, 2020 shall be suspended (the “**Suspended Payments**”). The Suspended Payments, with interest accrued, shall be due on the Maturity Date. Beginning November 1, 2020, monthly payments of principal and interest in the amount of One Thousand One Hundred Sixty-Four and 98/100 Dollars (\$1,164.98) shall be due by the tenth (10th) day of each month until the Maturity Date.
3. **Escrow Account Contributions.** Effective as of the date first written above, Borrower shall establish a real estate tax and insurance premium escrow account with Creditor (the “**Escrow Account**”). Beginning May 1, 2020 and continuing through the Maturity Date, Borrower shall make monthly deposits into the Escrow Account by the tenth (10th) day of each month, in addition to any other payments required under any loan document, in a sum equal to one-twelfth (1/12th) of the yearly taxes and assessments which may be levied against the Property and insurance premiums

(as determined by the Creditor). As of May 1, 2020, the amount of such monthly payments shall be One Thousand Eighty-Six Dollars (\$1,086.00). The amount of such taxes and assessment and insurance premiums, when unknown, shall be estimated by Creditor. Such deposits shall be used by Creditor to pay such taxes and assessments and insurance policies when due. Creditor shall exhibit to Borrower upon request, official receipts showing amounts paid from the Escrow Account toward the satisfaction of real estate taxes and assessments and insurance proceeds. Any overage in the Escrow Account shall be applied toward future taxes and assessments and insurance proceeds. The amount of any shortfall in the Escrow Account shall be invoiced to Borrower, and Borrower shall promptly pay any such amounts invoiced upon presentation. Within thirty (30) days after all indebtedness has been paid in full, Creditor shall pay to Borrower, the amount, if any, by which the balance in the Escrow Account exceeds the amount of estimated yearly taxes and assessments and insurance premiums attributable to the portion of the tax year prior to satisfaction of the such indebtedness.

4. **No Other Changes to Note.** Except as expressly modified by this First Amendment, all other provisions of the Note are unmodified and continue in full force and effect.
5. **Construction.** All capitalized terms not defined in this First Amendment except to the extent the same terms have been modified by this First Amendment, have the same meaning ascribed to such terms in the Note. In the event of any conflict between this First Amendment and the Note, the provisions of this First Amendment shall govern and prevail. The headings contained in this First Amendment are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this First Amendment.
6. **Reversion to Original Terms.** In the event Borrower does not fulfill its requirements set forth in this First Amendment, the terms as originally set forth in the Note shall be reinstated as if this First Amendment was never executed.
7. **Incorporation of Recitals.** The recitals set forth in the beginning of this instrument shall be deemed incorporated by this reference into this First Amendment as integral and material terms thereof.
8. **Counterparts.** This First Amendment may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Remainder of page intentionally left blank; Signature page follows]

[Signature Page to First Amendment]

IN WITNESS WHEREOF, Creditor has executed this First Amendment as of the day and year first written above.

BERWYN DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation

By: _____
David Hulseberg, *Its Executive Director*

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that David Hulseberg, as the Executive Director and Authorized Representative of the Berwyn Development Corporation, an Illinois not-for-profit 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 _____ 2020.

Notary Public

My Commission Expires: _____

[Signatures follow on the next page]

[Signature Page to First Amendment]

IN WITNESS WHEREOF, Borrower has executed this First Amendment as of the day and year first written above.

THE BERWYN BOTTEGA CO.,
an Illinois corporation

By: _____
Priscilla Grace Lopez, *Its President*

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Priscilla Grace Lopez, as the President and Authorized Representative of The Berwyn Bottega Co., an Illinois 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 she signed and delivered the said instrument for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____ 2020.

Notary Public

My Commission Expires: _____

UNANIMOUS WRITTEN CONSENT OF THE SHAREHOLDERS OF
THE BERWYN BOTTEGA CO.,
an Illinois corporation,

The undersigned, comprising all of the trustees of **THE BERWYN BOTTEGA CO.**, an Illinois corporation (the “**Corporation**”), hereby waive all notices of meeting, and consent, in writing, without the necessity of a meeting, pursuant to the authority granted by the General Not For Profit Corporation Act of 1986, to the following actions:

WHEREAS, on March 29, 2018, the Corporation, pursuant to that certain Secured Promissory Note of even date therewith (the “**Note**”), promised to pay to the order of the Berwyn Development Corporation, an Illinois not-for-profit corporation (the “**Creditor**”), the principal amount of One Hundred Fifty Thousand and No/100s Dollars (\$150,000.00) upon the terms and conditions set forth in such instrument; and

WHEREAS, in light of the Coronavirus Disease 2019 (COVID-19) pandemic, the Creditor is willing to agree to amend certain terms of the Note through the execution of a first amendment to the Note (the “**First Amendment**”) in order to prevent the Corporation from defaulting on the Note;

IT IS HEREBY RESOLVED, that this Corporation is authorized to execute the First Amendment; and it is

FURTHER RESOLVED, that Priscilla Grace Lopez, as President of this Corporation, is hereby authorized to execute such loan documents on behalf of the Corporation as are necessary or required by the Creditor to affect the above resolution.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE(S) FOLLOWS]

**[SIGNATURE PAGE TO UNANIMOUS WRITTEN CONSENT OF THE SHAREHOLDERS
OF THE BERWYN BOTTEGA CO – FIRST AMENDMENT TO PROMISSORY NOTE – _____
2020]**

Dated: As of this ____ day of _____ 2020.

By: _____
Priscilla Grace Lopez, *Its President*



Memorandum

E-3

To: Mayor Robert J. Lovero and Members of the Berwyn City Council
From: David Hulseberg, Executive Director
Date: April 24, 2020
Re: Berwyn Eagles, 6309 26th

As a result of COVID – 19, businesses with Commercial Loans under the City's program administered by the Berwyn Development Corporation (BDC) are seeking some type of relief. The BDC on behalf of the City of Berwyn has worked with Berwyn Eagles to temporarily renegotiate terms of their agreement.

Proposed Changes: Reduce interest to 5% for the period of May 1 to October 31, 2020. Delay principal and interest payments for the period of May 1 to October 31, 2020. Delayed principal and interest payments will be put on the back end of loan and due with interest accrued when loan balloons on December 1, 2024. Property tax and insurance escrow (escrow) payments must be made monthly beginning May 1, 2020 and paid by the 10th of each month. Principal, Interest and escrow to resume on November 1, 2020 and to be paid monthly by the 10th of each month through December 1, 2024 when loan balloons. If terms of the agreement are not met than the original terms will apply. Monthly principal was \$422.56, monthly interest at 5% was \$180.18, monthly property tax and insurance is \$1,642.15 and revised monthly interest at 5% is \$118.36.

Recommendation:

The BDC recommends that City Council Approve the resolution.

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER _____

A RESOLUTION AUTHORIZING AND APPROVING THE AMENDMENT OF A CERTAIN PROMISSORY NOTE EXECUTED BY BERWYN EAGLES AERIE 2125 FOE AND ANTHONY PALUMBO IN FAVOR OF THE BERWYN DEVELOPMENT CORPORATION FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

Robert J. Lovero, Mayor
Margaret Paul, City Clerk

James "Scott" Lennon
Jose Ramirez
Jeanine L. Reardon
Robert W. Fejt
Cesar A. Santoy
Alicia M. Ruiz
Rafael Avila
Anthony Nowak
Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this ____ day of April, 2020.

RESOLUTION _____

A RESOLUTION AUTHORIZING AND APPROVING THE AMENDMENT OF A CERTAIN PROMISSORY NOTE EXECUTED BY BERWYN EAGLES AERIE 2125 FOE AND ANTHONY PALUMBO IN FAVOR OF THE BERWYN DEVELOPMENT CORPORATION FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970 and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

WHEREAS, the Mayor of the City (the “Mayor”) and City Council (collectively, the “Corporate Authorities”) are committed to promoting economic development within the City; and

WHEREAS, in conjunction with the City, the Berwyn Development Corporation (the “BDC”) administers a commercial loan program for the purposes of promoting economic development within the City; and

WHEREAS, on November 18, 2019, Berwyn Eagles Aerie 2125 FOE, an Illinois not-for-profit corporation (“Berwyn Eagles”), and Anthony Palumbo, individually (“Palumbo”) (Berwyn Eagles and Palumbo shall be jointly and severally referred to hereinafter as the “Borrowers”), pursuant to that certain Secured Promissory Note of even date therewith (the “Note”), promised to pay to the order of the BDC the principal amount of Thirty Thousand and No/100s Dollars (\$30,000.00) upon the terms and conditions set forth in such instrument; and

WHEREAS, the Coronavirus Disease 2019 (COVID-19) has caused a tremendous strain on the finances of small businesses; and

WHEREAS, the BDC has determined that it is in the best interests of the BDC, the Borrowers and the City to amend the Note pursuant to the terms of that certain First Amendment

of Promissory Note (the “First Amendment”), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have the authority to authorize the execution of the First Amendment; and

WHEREAS, the Corporate Authorities deem it advisable, necessary and in the best interest of the City to amend the Note pursuant to the terms of the First Amendment;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Berwyn, County of Cook, State of Illinois, in the exercise of the City’s home rule powers, as follows:

Section 1. The statements set forth in the preambles to this Resolution are found to be true and correct and are incorporated into this Resolution as if set forth in full.

Section 2. The City Council hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the City to approve the First Amendment with terms substantially similar to the terms set forth in Exhibit A.

Section 3. The First Amendment, with terms substantially similar to the terms set forth in Exhibit A, is hereby approved with such insertions, omissions and changes as shall be approved by the Mayor, the Executive Director of the BDC and the attorney of the BDC (the “Attorney”).

Section 4. The Attorney is hereby authorized to negotiate additional terms of the First Amendment as needed and undertake any and all actions on the part of the City and the BDC to effectuate the intent of this Resolution.

Section 5. The Executive Director of the BDC, or his designee, is hereby authorized and directed to execute the First Amendment, with such insertions, omissions and changes as

shall be approved by the Mayor, the Executive Director of the BDC and the Attorney. The City Council further authorizes the Executive Director of the BDC, or his designee, to execute any and all additional documentation and to fill in such figures and amounts that may be necessary to carry out the intent of this Resolution. The officers, employees and/or agents of the City are authorized and directed to take all action necessary or reasonably required by the City to carry out, give effect to and consummate the First Amendment contemplated herein and shall take all acts necessary in conformity therewith. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

Section 6. All prior actions of the City's and BDC's officials, employees and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

Section 7. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 8. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 9. This Resolution shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Resolution shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this
 ___ day of _____ 2020, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Lennon				
Ramirez				
Reardon				
Fejt				
Santoy				
Ruiz				
Avila				
Nowak				
(Mayor Lovero)				
TOTAL				

APPROVED this ___ day of _____ 2020.

 Robert J. Lovero
 MAYOR

ATTEST:

 Margaret Paul
 CITY CLERK

EXHIBIT A

FIRST AMENDMENT TO SECURED PROMISSORY NOTE

This FIRST AMENDMENT TO SECURED PROMISSORY NOTE (the “**First Amendment**”) is hereby made and entered into as of _____, 2020, by and between BERWYN EAGLES AERIE 2125 FOE, an Illinois not-for-profit corporation (“**Berwyn Eagles**”), and Anthony Palumbo, individually (“**Palumbo**”) (Berwyn Eagles and Palumbo shall be jointly and severally referred to hereinafter as the “**Borrowers**”) and the BERWYN DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation (the “**Creditor**”).

RECITALS

WHEREAS, on November 18, 2019, Borrowers, pursuant to that certain Secured Promissory Note of even date therewith (the “**Note**”), promised to pay to the order of Creditor the principal amount of Thirty Thousand and No/100s Dollars (\$30,000.00) upon the terms and conditions set forth in such instrument; and

WHEREAS, by this First Amendment, Borrowers and Creditor desire to modify the Interest Rate for the Period of May 1, 2020 to October 31, 2020, Principal and Interest Payments for the period of May 1, 2020 to October 31, 2020, and Escrow Account contributions; and

WHEREAS, it is the intention of Borrowers and Creditor that amounts owing and advanced pursuant to the Note shall remain secured by those certain Personal Guaranties dated February 1, 2016 (the “**Guaranty**”) given by Anthony Palumbo (the “**Guarantor**”) in favor of Creditor, that certain Real Estate Mortgage (the “**Mortgage**”) granted in favor of Creditor on November 18, 2019 by Berwyn Eagles (the “**Mortgagor**”) mortgaging and conveying to Creditor that certain real property located at 6309 W. 26th Street, Berwyn, Illinois 60402 (the “**Property**”), and that certain Security Agreement dated February 1, 2016 (the “**Security Agreement**”) executed by Borrowers;

AMENDMENT

NOW THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Note is hereby amended as follows:

1. **Interest Rate.** As used in the Note, the “**Interest Rate**” shall be a fixed rate of five percent (5%) for the period of May 1, 2020 through October 31, 2020. Beginning on November 1, 2020, the Interest Rate shall return to a fixed rate of seven and one-half percent (7.5%).
2. **Monthly Payments.** Monthly payments of principal and interest in the amount of Five Hundred Sixty and 92/100 Dollars (\$560.92) for the periods of May 1, 2020 through October 31, 2020 shall be suspended (the “**Suspended Payments**”). The Suspended Payments, with interest accrued, shall be due on the Maturity Date. Beginning November 1, 2020, monthly payments of principal and interest in the amount of Six Hundred Two and 74/100 Dollars (\$602.74) shall be due by the tenth (10th) day of each month until the Maturity Date.
3. **Escrow Account Contributions.** Effective as of the date first written above, Borrowers shall establish a real estate tax and insurance premium escrow account with Creditor (the “**Escrow Account**”). Beginning May 1, 2020 and continuing through the Maturity Date, Borrowers shall make monthly deposits into the Escrow Account by the tenth (10th) day of each month, in addition to any other payments required under any loan document, in a sum equal to one-twelfth (1/12th) of

the yearly taxes and assessments which may be levied against the Property and insurance premiums (as determined by the Creditor). As of May 1, 2020, the amount of such monthly payments shall be _____ Dollars (\$_____). The amount of such taxes and assessment and insurance premiums, when unknown, shall be estimated by Creditor. Such deposits shall be used by Creditor to pay such taxes and assessments and insurance policies when due. Creditor shall exhibit to Borrowers upon request, official receipts showing amounts paid from the Escrow Account toward the satisfaction of real estate taxes and assessments and insurance proceeds. Any overage in the Escrow Account shall be applied toward future taxes and assessments and insurance proceeds. The amount of any shortfall in the Escrow Account shall be invoiced to Borrowers, and Borrowers shall promptly pay any such amounts invoiced upon presentation. Within thirty (30) days after all indebtedness has been paid in full, Creditor shall pay to Borrowers, the amount, if any, by which the balance in the Escrow Account exceeds the amount of estimated yearly taxes and assessments and insurance premiums attributable to the portion of the tax year prior to satisfaction of the such indebtedness.

4. **No Other Changes to Note.** Except as expressly modified by this First Amendment, all other provisions of the Note are unmodified and continue in full force and effect.
5. **Construction.** All capitalized terms not defined in this First Amendment except to the extent the same terms have been modified by this First Amendment, have the same meaning ascribed to such terms in the Note. In the event of any conflict between this First Amendment and the Note, the provisions of this First Amendment shall govern and prevail. The headings contained in this First Amendment are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this First Amendment.
6. **Reversion to Original Terms.** In the event Borrowers does not fulfill its requirements set forth in this First Amendment, the terms as originally set forth in the Note shall be reinstated as if this First Amendment was never executed.
7. **Incorporation of Recitals.** The recitals set forth in the beginning of this instrument shall be deemed incorporated by this reference into this First Amendment as integral and material terms thereof.
8. **Counterparts.** This First Amendment may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Remainder of page intentionally left blank; Signature page follows]

[Signature Page to First Amendment]

IN WITNESS WHEREOF, Creditor has executed this Promissory Note as of the day and year first written above.

BERWYN DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation

By: _____
David Hulseberg, *Its Executive Director*

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that David Hulseberg, as the Executive Director and Authorized Representative of the Berwyn Development Corporation, an Illinois not-for-profit 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 _____ 2020.

Notary Public

My Commission Expires: _____

[Signatures follow on the next page]

[Signature Page to First Amendment]

IN WITNESS WHEREOF, Berwyn Eagles has executed this First Amendment as of the day and year first written above.

BERWYN EAGLES AERIE 2125 FOE
an Illinois not for profit corporation

By: _____
Paul Mancillas, *Its* President

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Paul Mancillas, as the President and Authorized Representative of BERWYN EAGLES AERIE 2125 FOE, an Illinois not for profit 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 _____ 2020.

Notary Public

My Commission Expires: _____

[Signatures follow on the next page]

[Signature Page to First Amendment]

IN WITNESS WHEREOF, Anthony Palumbo has executed this First Amendment as of the day and year first written above.

ANTHONY PALUMBO, *an individual*

By: _____
Anthony Palumbo

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Anthony Palumbo, 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 _____ 2020.

Notary Public

My Commission Expires: _____

UNANIMOUS WRITTEN CONSENT OF THE TRUSTEES OF
BERWYN EAGLES AERIE 2125 FOE
an Illinois not for profit corporation,

The undersigned, comprising all of the trustees of **BERWYN EAGLES AERIE 2125 FOE**, an Illinois not for profit corporation (the "**Corporation**"), hereby waive all notices of meeting, and consent, in writing, without the necessity of a meeting, pursuant to the authority granted by the General Not For Profit Corporation Act of 1986, to the following actions:

WHEREAS, on November 18, 2019, the Corporation, pursuant to that certain Secured Promissory Note of even date therewith (the "**Note**"), promised to pay to the order of the Berwyn Development Corporation (the "**Creditor**") the principal amount of Thirty Thousand and No/100s Dollars (\$30,000.00) upon the terms and conditions set forth in such instrument; and

WHEREAS, in light of the Coronavirus Disease 2019 (COVID-19) pandemic, the Creditor is willing to agree to amend certain terms of the Note through the execution of a first amendment to the Note (the "**First Amendment**") in order to prevent the Corporation from defaulting on the Note;

IT IS HEREBY RESOLVED, that this Corporation is authorized to execute the First Amendment; and it is

FURTHER RESOLVED, that Paul Mancillas, as President of this Corporation, is hereby authorized to execute such loan documents on behalf of the Corporation as are necessary or required by the Creditor to affect the above resolution.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE(S) FOLLOWS]

**[SIGNATURE PAGE TO UNANIMOUS WRITTEN CONSENT OF THE TRUSTEES
OF BERWYN EAGLES AERIE 2125 FOE – FIRST AMENDMENT TO PROMISSORY NOTE
– _____ 2020]**

Dated: As of this ____ day of _____ 2020.

By: _____
Paul Mancillas, *Its President*

By: _____
Anthony Palumbo, *Its Secretary*



Memorandum

E-4

To: Mayor Robert J. Lovero and Members of the Berwyn City Council
From: David Hulseberg, Executive Director
Date: April 24, 2020
Re: Outta Space, 6840 32nd

As a result of COVID – 19, businesses with Commercial Loans under the City’s program administered by the Berwyn Development Corporation (BDC) are seeking some type of relief. The BDC on behalf of the City of Berwyn has worked with Berwyn Eagles to temporarily renegotiate terms of their agreement.

Proposed Changes: Reduce interest to 5% for the period of April 1 to September 30, 2020. Delay principal and interest payments for the period of April 1 to September 30, 2020. Extend the terms of the loan by two years to January 1, 2023 from January 1, 2021. Delayed principal and interest payments will be put on the back end of loan and due with interest accrued when loan balloons on January 1, 2023. Property tax and insurance escrow (escrow) payments must be made monthly beginning April 1, 2020 and paid by the 10th of each month. Principal, Interest and escrow to resume on October 1, 2020 and to be paid monthly by the 10th of each month through January 1, 2023 when loan balloons. If terms of the agreement are not met than the original terms will apply. Monthly principal was \$631.99, monthly interest at 5% was \$722.01, monthly property tax and insurance is \$2,967.50 and revised monthly interest at 5% is \$513.09.

Recommendation:

The BDC recommends that City Council Approve the resolution.

*Clerk's Note — Cover letter names
wrong party to agreement.
DH 4/24/2020*

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING AND APPROVING THE
AMENDMENT OF A CERTAIN PROMISSORY NOTE EXECUTED BY
THE OUTTA SPACE, INC. IN FAVOR OF THE BERWYN
DEVELOPMENT CORPORATION FOR THE CITY OF BERWYN,
COUNTY OF COOK, STATE OF ILLINOIS.**

**Robert J. Lovero, Mayor
Margaret Paul, City Clerk**

**James "Scott" Lennon
Jose Ramirez
Jeanine L. Reardon
Robert W. Fejt
Cesar A. Santoy
Alicia M. Ruiz
Rafael Avila
Anthony Nowak
Aldermen**

**Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this ____
day of _____, 2020.**

RESOLUTION _____

**A RESOLUTION AUTHORIZING AND APPROVING THE AMENDMENT OF
A CERTAIN PROMISSORY NOTE EXECUTED BY THE OUTTA SPACE,
INC. IN FAVOR OF THE BERWYN DEVELOPMENT CORPORATION FOR
THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.**

WHEREAS, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970 and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

WHEREAS, the Mayor of the City (the “Mayor”) and City Council (collectively, the “Corporate Authorities”) are committed to promoting economic development within the City; and

WHEREAS, in conjunction with the City, the Berwyn Development Corporation (the “BDC”) administers a commercial loan program for the purposes of promoting economic development within the City; and

WHEREAS, on February 1, 2016, The Outta Space, Inc., an Illinois corporation, (“Outta Space”) pursuant to that certain Secured Promissory Note of even date therewith (the “Note”), promised to pay to the order of the BDC the principal amount of One Hundred Fifty Thousand and No/100s Dollars (\$150,000.00) upon the terms and conditions set forth in such instrument; and

WHEREAS, the Coronavirus Disease 2019 (COVID-19) has caused a tremendous strain on the finances of small businesses; and

WHEREAS, the BDC has determined that it is in the best interests of the BDC, Outta Space and the City to amend the Note pursuant to the terms of that certain First Amendment of

Promissory Note (the "First Amendment"), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have the authority to authorize the execution of the First Amendment; and

WHEREAS, the Corporate Authorities deem it advisable, necessary and in the best interest of the City to amend the Note pursuant to the terms of the First Amendment;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Berwyn, County of Cook, State of Illinois, in the exercise of the City's home rule powers, as follows:

Section 1. The statements set forth in the preambles to this Resolution are found to be true and correct and are incorporated into this Resolution as if set forth in full.

Section 2. The City Council hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the City to approve the First Amendment with terms substantially similar to the terms set forth in Exhibit A.

Section 3. The First Amendment, with terms substantially similar to the terms set forth in Exhibit A, is hereby approved with such insertions, omissions and changes as shall be approved by the Mayor, the Executive Director of the BDC and the attorney of the BDC (the "Attorney").

Section 4. The Attorney is hereby authorized to negotiate additional terms of the First Amendment as needed and undertake any and all actions on the part of the City and the BDC to effectuate the intent of this Resolution.

Section 5. The Executive Director of the BDC, or his designee, is hereby authorized and directed to execute the First Amendment, with such insertions, omissions and changes as

shall be approved by the Mayor, the Executive Director of the BDC and the Attorney. The City Council further authorizes the Executive Director of the BDC, or his designee, to execute any and all additional documentation and to fill in such figures and amounts that may be necessary to carry out the intent of this Resolution. The officers, employees and/or agents of the City are authorized and directed to take all action necessary or reasonably required by the City to carry out, give effect to and consummate the First Amendment contemplated herein and shall take all action necessary in conformity therewith. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

Section 6. All prior actions of the City's and BDC's officials, employees and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

Section 7. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 8. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 9. This Resolution shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Resolution shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this
 ___ day of _____ 2020, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Lennon				
Ramirez				
Reardon				
Fejt				
Santoy				
Ruiz				
Avila				
Nowak				
(Mayor Lovero)				
TOTAL				

APPROVED this ___ day of _____ 2020.

ATTEST:

 Robert J. Lovero
 MAYOR

 Margaret Paul
 CITY CLERK

EXHIBIT A

FIRST AMENDMENT TO SECURED PROMISSORY NOTE

This FIRST AMENDMENT TO SECURED PROMISSORY NOTE (the “**First Amendment**”) is hereby made and entered into as of _____, 2020, by and between THE OUTTA SPACE, INC., an Illinois corporation (the “**Borrower**”) and the BERWYN DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation (the “**Creditor**”).

RECITALS

WHEREAS, on February 1, 2016, Borrower, pursuant to that certain Secured Promissory Note of even date therewith (the “**Note**”), promised to pay to the order of Creditor the principal amount of One Hundred Fifty Thousand and No/100s Dollars (\$150,000.00) upon the terms and conditions set forth in such instrument; and

WHEREAS, by this First Amendment, Borrower and Creditor desire to modify the Interest Rate for the Period of April 1, 2020 to September 30, 2020, Principal and Interest Payments for the period of April 1, 2020 to September 30, 2020, Escrow Account contributions, and Maturity Date; and

WHEREAS, it is the intention of Borrower and Creditor that amounts owing and advanced pursuant to the Note shall remain secured by those certain Personal Guaranties dated February 1, 2016 (the “**Guaranties**”) given by Aaron Mitchell and Jennifer Mitchell (each, individually a “**Guarantor**” or together, collectively, the “**Guarantors**”) in favor of Creditor, that certain Real Estate Mortgage (the “**Mortgage**”) granted in favor of Creditor on February 1, 2016 by The Outta Space, Inc., an Illinois corporation (the “**Mortgagor**”), mortgaging and conveying to Creditor that certain real property located at 6840 32nd Street, Berwyn, Illinois 60402 (the “**Property**”), that certain Second Real Estate Mortgage (the “**Second Mortgage**”) granted in favor of Creditor on February 1, 2016 by Aaron Mitchell and Jennifer Mitchell (the “**Mortgagors**”), mortgaging and conveying to Creditor that certain real property located at _____, Illinois _____ (the “**Second Property**”), and that certain Security Agreement dated February 1, 2016 (the “**Security Agreement**”) executed by Borrower and Guarantors in favor of Creditor;

AMENDMENT

NOW THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Note is hereby amended as follows:

1. **Interest Rate.** As used in the Note, the “**Interest Rate**” shall be a fixed rate of five percent (5%) for the period of April 1, 2020 through September 30, 2020. Beginning on October 1, 2020, the Interest Rate shall return to a fixed rate of seven percent (7%).
2. **Monthly Payments.** Monthly payments of principal and interest in the amount of One Thousand One Hundred Forty-Five and 08/100 Dollars (\$1,145.08) for the periods of April 1, 2020 through September 30, 2020 shall be suspended (the “**Suspended Payments**”). The Suspended Payments, with interest accrued, shall be due on the Maturity Date. Beginning October 1, 2020, monthly payments of principal and interest in the amount of One Thousand Three Hundred Fifty-Four and 00/100 Dollars (\$1,354.00) shall be due by the tenth (10th) day of each month until the Maturity Date.

3. **Escrow Account Contributions.** Effective as of the date first written above, Borrower shall establish a real estate tax and insurance premium escrow account with Creditor (the “**Escrow Account**”). Beginning April 1, 2020 and continuing through the Maturity Date, Borrower shall make monthly deposits into the Escrow Account by the tenth (10th) day of each month, in addition to any other payments required under any loan document, in a sum equal to one-twelfth (1/12th) of the yearly taxes and assessments which may be levied against the Property and insurance premiums (as determined by the Creditor). As of April 1, 2020, the amount of such monthly payments shall be _____ Dollars (\$ _____). The amount of such taxes and assessment and insurance premiums, when unknown, shall be estimated by Creditor. Such deposits shall be used by Creditor to pay such taxes and assessments and insurance policies when due. Creditor shall exhibit to Borrower upon request, official receipts showing amounts paid from the Escrow Account toward the satisfaction of real estate taxes and assessments and insurance proceeds. Any overage in the Escrow Account shall be applied toward future taxes and assessments and insurance proceeds. The amount of any shortfall in the Escrow Account shall be invoiced to Borrower, and Borrower shall promptly pay any such amounts invoiced upon presentation. Within thirty (30) days after all indebtedness has been paid in full, Creditor shall pay to Borrower, the amount, if any, by which the balance in the Escrow Account exceeds the amount of estimated yearly taxes and assessments and insurance premiums attributable to the portion of the tax year prior to satisfaction of the such indebtedness.
4. **Maturity Date.** As used in the Note, the “**Maturity Date**” is hereby and for all purposes defined as January 1, 2023.
5. **No Other Changes to Note.** Except as expressly modified by this First Amendment, all other provisions of the Note are unmodified and continue in full force and effect.
6. **Construction.** All capitalized terms not defined in this First Amendment except to the extent the same terms have been modified by this First Amendment, have the same meaning ascribed to such terms in the Note. In the event of any conflict between this First Amendment and the Note, the provisions of this First Amendment shall govern and prevail. The headings contained in this First Amendment are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this First Amendment.
7. **Reversion to Original Terms.** In the event Borrower does not fulfill its requirements set forth in this First Amendment, the terms as originally set forth in the Note shall be reinstated as if this First Amendment was never executed.
8. **Incorporation of Recitals.** The recitals set forth in the beginning of this instrument shall be deemed incorporated by this reference into this First Amendment as integral and material terms thereof.
9. **Counterparts.** This First Amendment may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Remainder of page intentionally left blank; Signature page follows]

[Signature Page to First Amendment]

IN WITNESS WHEREOF, Creditor has executed this First Amendment as of the day and year first written above.

BERWYN DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation

By: _____
David Hulseberg, *Its Executive Director*

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that David Hulseberg, as the Executive Director and Authorized Representative of the Berwyn Development Corporation, an Illinois not-for-profit 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 _____ 2020.

Notary Public

My Commission Expires: _____

[Signatures follow on the next page]

[Signature Page to First Amendment]

IN WITNESS WHEREOF, Borrower has executed this First Amendment as of the day and year first written above.

The Outta Space, Inc., an Illinois corporation

By: _____
Aaron Mitchell, *Its President*

By: _____
Aaron Mitchell, *Its Secretary*

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Aaron Mitchell, as the President and Authorized Representative of The Outta Space Inc., an Illinois 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 _____ 2020.

Notary Public

My Commission Expires: _____

[Acknowledgements follow on the next page]

[Signature Page to First Amendment]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Aaron Mitchell, as the Secretary and Authorized Representative of The Outta Space Inc., an Illinois 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 _____ 2020.

Notary Public

My Commission Expires: _____

UNANIMOUS WRITTEN CONSENT OF THE SHAREHOLDERS OF
THE OUTTA SPACE, INC.,
an Illinois corporation,

The undersigned, comprising all of the trustees of **THE OUTTA SPACE, INC.**, an Illinois corporation (the “**Corporation**”), hereby waive all notices of meeting, and consent, in writing, without the necessity of a meeting, pursuant to the authority granted by the General Not For Profit Corporation Act of 1986, to the following actions:

WHEREAS, on February 1, 2016, the Corporation, pursuant to that certain Secured Promissory Note of even date therewith (the “**Note**”), promised to pay to the order of the Berwyn Development Corporation, an Illinois not-for-profit corporation, (the “**Creditor**”) the principal amount of One Hundred Fifty Thousand and No/100s Dollars (\$150,000.00) upon the terms and conditions set forth in such instrument; and

WHEREAS, in light of the Coronavirus Disease 2019 (COVID-19) pandemic, the Creditor is willing to agree to amend certain terms of the Note through the execution of a first amendment to the Note (the “**First Amendment**”) in order to prevent the Corporation from defaulting on the Note;

IT IS HEREBY RESOLVED, that this Corporation is authorized to execute the First Amendment; and it is

FURTHER RESOLVED, that Aaron Mitchell, as President and Secretary of this Corporation, is hereby authorized to execute such loan documents on behalf of the Corporation as are necessary or required by the Creditor to affect the above resolution.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE(S) FOLLOWS]

**[SIGNATURE PAGE TO UNANIMOUS WRITTEN CONSENT OF THE SHAREHOLDERS
OF THE OUTTA SPACE, INC. – FIRST AMENDMENT TO PROMISSORY NOTE – _____
2020]**

Dated: As of this ____ day of _____ 2020.

By: _____
Aaron Mitchell, *Its President*

By: _____
Aaron Mitchell, *Its Secretary*



E-5

To: Robert J. Lovero, Mayor, City of Berwyn
CC: City Council, City of Berwyn
From: David Hulseberg, Executive Director, Berwyn Development Corporation
Date: 4/24/2020
Re: La Parra Loan Recommendation – 6710 Cermak Road

Overview

On March 10, 2020 and again on April 14, 2020 the Berwyn Development Corporation’s Board of Directors recommended the approval of a commercial loan in the amount of \$225,000.00 to La Parra Inc. The funds will be used by five family members to open a new restaurant called La Parra at 6710 Cermak Road. The total project is estimated to cost \$656,975.00, including the following:

- Building Purchase - \$170,000.00 (Attachment A)
- Construction - \$285,000.00 (Attachment B)
- HVAC - \$62,250.00 (Attachment C)
- Fixtures, Furniture, and Equipment* - \$50,000.00
- Contingency (10%) - \$37,725.00
- Initial Operating Expenses - \$50,000.00

The project will initially be funded by the business, and the BDC loan will not be dispersed until after the initial \$431,975.00 has been spent by La Parra Inc. The building was already purchased in cash for \$170,000.00 (Attachment A). An additional \$123,000.00 has been deposited with Bank of America (Attachment D). The remaining \$138,975.00 will be evidenced through receipts and final waiver of liens for work completed on Attachments B or C.

Loan Structure

The borrowers are seeking the maximum loan amount of \$225,000.00. This amount is based on the 75% loan to value, and the appraisal of the completed project at \$300,000.00 (Attachment D). This loan will provide approximately 34% of the total estimated project costs. The loan will be issued at 7.25% interest and amortized over 30 years, with a 5-year balloon (Attachment E). The BDC will take a first position mortgage on the 6710 Cermak Road property, as well as secure personal guarantees from all borrowers. The funds will be released as needed in three disbursements. First payment will be due one month after the first disbursement.

Borrowers

1. Salvador Plascencia – 10+ years restaurant experience, including Riva, Bedford, and Rustico
2. Juan Gabriel Padilla – 25+ years restaurant experience, including Oggi, Café Iberico, Piccolo Sogno, and Rustico
3. Juan Fernando Muñoz – 18+ years restaurant experience, including Galleria Marchetti Banquets and Riva
4. Rosalba Muñoz
5. Ana Muñoz

Background and History of Business

The five borrowers above represent the ownership of La Parra Inc. and have submitted a business plan to accompany their application (Attachment G). The borrowers are all members of the same family, related to the owners of Rustico restaurant in Oak Park. Rustico is not involved in the project, except for providing consulting services in the development of the business plan. All five have extensive experience working in the food and beverage industry with more than 75 years combined, as evidenced through experience listed in the business plan (Attachment G). La Parra represents their first venture into restaurant ownership. The family will rely on their experience, combined with expert advice from Rustico ownership on operations.

3322 S. Oak Park Avenue
Second Floor
Berwyn, IL 60402
708.788.8100
Fax: 708.788.0966
www.berwyn.net

* Fixtures, Furniture, and Equipment is based on BDC best estimates. These numbers are subject to change, and will be updated as we receive additional information.



Recommendation

The Berwyn Development Corporation recommends issuing this commercial loan to La Parra Inc. in the amount of \$225,00.00. This loan will be secured through a first position mortgage on 6710 Cermak Road and personal guarantees.

Attachments

- A. 6710 Cermak Road Purchase Documents
 - B. JLM Construction Proposal
 - C. VIP Heating & Cooling Inc. Proposal
 - D. Bank of America Bank Statement
 - E. 6710 Cermak Road Appraisal Report
 - F. Amortization Schedule
 - G. La Parra Inc. Business Plan
 - H. List of Borrower Assets
-

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER _____

A RESOLUTION AUTHORIZING AND APPROVING THE ISSUANCE OF A CERTAIN COMMERCIAL LOAN TO LA PARRA, INC., SALVADOR PLASCENCIA, JUAN GABRIEL PADILLA, JUAN FERNANDO MUÑOZ, ROSALBA MUÑOZ AND ANA MUÑOZ PAYABLE TO THE BERWYN DEVELOPMENT CORPORATION FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

Robert J. Lovero, Mayor
Margaret Paul, City Clerk

James "Scott" Lennon
Jose Ramirez
Jeanine L. Reardon
Robert W. Fejt
Cesar A. Santoy
Alicia M. Ruiz
Rafael Avila
Anthony Nowak
Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this ____ day of _____, 2020.

RESOLUTION _____

A RESOLUTION AUTHORIZING AND APPROVING THE ISSUANCE OF A CERTAIN COMMERCIAL LOAN TO LA PARRA, INC., SALVADOR PLASCENCIA, JUAN GABRIEL PADILLA, JUAN FERNANDO MUÑOZ, ROSALBA MUÑOZ AND ANA MUÑOZ PAYABLE TO THE BERWYN DEVELOPMENT CORPORATION FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970 and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

WHEREAS, the Mayor of the City (the “Mayor”) and City Council (collectively, the “Corporate Authorities”) are committed to promoting economic development within the City; and

WHEREAS, in conjunction with the City, the Berwyn Development Corporation (the “BDC”) administers a commercial loan program for the purposes of promoting economic development within the City; and

WHEREAS, La Parra Inc., an Illinois corporation (“La Parra”), and Salvador Plascencia, Juan Gabriel Padilla, Juan Fernando Muñoz, Rosalba Muñoz and Ana Muñoz, each individually (collectively, the “Owners”) (La Parra and the Owners shall be jointly and severally referred to hereinafter as the “Borrowers”) have applied for a loan from the BDC in the amount of Two Hundred Twenty-Five Thousand and No/100 Dollars (\$225,000.00) for the purposes of opening a restaurant in the City (the “Loan”); and

WHEREAS, the Loan will be evidenced by a promissory note executed by the Borrowers in favor of the BDC (the “Note”) and shall be secured by that certain senior real estate mortgage granted of even date therewith by La Parra, in favor of the BDC on the real

property located at 6710 Cermak Road, Berwyn, Illinois 60402 (the “Mortgage”); that certain Security Agreement of even date therewith (the “Security Agreement”) executed by La Parra and the Owners in favor of the BDC, and those certain personal guaranties of even date therewith given by each of the Owners, individually, in favor of the BDC (the “Guaranties”), and any other directly or indirectly related loan documents between the Borrowers and the BDC (collectively the “Security Instruments”)(the Note and Security Instruments shall collectively be referred to as the “Loan Documents”), copies of which are attached hereto and incorporated herein as Group Exhibit A; and

WHEREAS, the BDC has determined that it is in the best interests of the BDC, the Borrowers and the City to issue the Loan pursuant to the terms set forth in the Loan Documents; and

WHEREAS, the Corporate Authorities have the authority to authorize the issuance of the Loan and the execution of the Loan Documents, as applicable; and

WHEREAS, the Corporate Authorities deem it advisable, necessary and in the best interest of the City to authorize the Loan pursuant to the terms set forth in the Loan Documents;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Berwyn, County of Cook, State of Illinois, in the exercise of the City’s home rule powers, as follows:

Section 1. The statements set forth in the preambles to this Resolution are found to be true and correct and are incorporated into this Resolution as if set forth in full.

Section 2. The City Council hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the City to authorize the issuance of the Loan

and to approve the Loan Documents with terms substantially similar to the terms set forth in Group Exhibit A.

Section 3. The Loan Documents, with terms substantially similar to the terms set forth in Exhibit A, is hereby approved with such insertions, omissions and changes as shall be approved by the Mayor, the Executive Director of the BDC and the attorney of the BDC (the “Attorney”).

Section 4. The Attorney is hereby authorized to negotiate additional terms of the Loan Documents as needed and undertake any and all actions on the part of the City and the BDC to effectuate the intent of this Resolution.

Section 5. The Executive Director of the BDC, or his designee, is hereby authorized and directed to issue the Loan and execute the Loan Documents, as applicable, with such insertions, omissions and changes as shall be approved by the Mayor, the Executive Director of the BDC and the Attorney. The City Council further authorizes the Executive Director of the BDC, or his designee, to execute any and all additional documentation and to fill in such figures and amounts that may be necessary to carry out the intent of this Resolution. The officers, employees and/or agents of the City are authorized and directed to take all action necessary or reasonably required by the City to carry out, give effect to and consummate the Loan Documents contemplated herein and shall take all action necessary in conformity therewith. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

Section 6. All prior actions of the City’s and BDC’s officials, employees and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

Section 7. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 8. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 9. This Resolution shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Resolution shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this
 ___ day of _____ 2020, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Lennon				
Ramirez				
Reardon				
Fejt				
Santoy				
Ruiz				
Avila				
Nowak				
(Mayor Lovero)				
TOTAL				

APPROVED this ___ day of _____ 2020.

 Robert J. Lovero
 MAYOR

ATTEST:

 Margaret Paul
 CITY CLERK

GROUP EXHIBIT A

THIS INSTRUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:

Del Galdo Law Group, LLC
1441 S. Harlem Ave.
Berwyn, Illinois 60402

SENIOR REAL ESTATE MORTGAGE

THIS SENIOR REAL ESTATE MORTGAGE (the "**Mortgage**") made as of this ___ day of March 2020 between LA PARRA INC., an Illinois corporation (the "**Mortgagor**"), and BERWYN DEVELOPMENT CORPORATION (the "**Mortgagee**").

WITNESSETH:

That to secure the payment of the Secured Promissory Note of even date herewith in the principal amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) jointly and severally executed by **Salvador Plascencia, Juan Gabriel Padilla, Juan Fernando Muñoz, Rosalba Muñoz and Ana Muñoz**, each individually (collectively, the "**Owners**") and Mortgagor (Owners and Mortgagor shall collectively be referred to hereinafter as the "**Borrower**"), together with interest thereon and any renewals and extensions thereof (collectively referred to as the "**Note**"), and the performance and observance by the Mortgagor, Borrower and any guarantors of any indebtedness secured hereby (as applicable and to the extent applicable), of all of the covenants, agreements, and conditions contained in the Note, this Mortgage, and all other instruments pertaining to the repayment of any indebtedness secured hereby (including any guaranty thereof) and any other security agreement relating to sums secured hereby, the Mortgagor hereby mortgages and conveys to the Mortgagee:

All those certain lots, pieces, or parcels of land with the buildings and improvements thereon situated, lying and being in the County of Cook, in the State of Illinois, as set forth in **Exhibit "A"**, attached hereto and made a part hereof (the "**Premises**").

TOGETHER with all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances thereunto belonging or pertaining; all apparatus, equipment and appliances now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, ventilation and refrigeration; all machinery and other equipment of every nature and

kind used or useful in connection with the maintenance and operation of the Premises and intended for the use of tenants or occupants (all of the foregoing whether now on the Premises or hereafter erected, installed or placed thereon or therein, or whether physically attached thereto or not, are and shall be deemed a part of said real estate as between the parties hereto and all persons claiming by, through or under them, and a portion of the security for said indebtedness); and also all the estate, right, title and interest of the Mortgagor in and to the Premises. As to any of the property aforesaid which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of the real estate, this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to Mortgagee as Secured Party (as said term is defined in the Uniform Commercial Code), securing said indebtedness and obligations. Mortgagor represents and warrants that it is lawfully seized of the Premises, that the same are unencumbered (or, within sixty (60) days following the application of a portion of the principal amount evidenced by the Note toward the full payment of certain prior debts, will be unencumbered), and that it has good right, full power and lawful authority to convey and mortgage the same, and covenants that it will warrant and forever defend said Premises and the quiet and peaceful possession of the same against any and all claims of all persons whomsoever;

TO HAVE AND HOLD the Premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagor does hereby expressly release and waive.

The lien established by this Mortgage shall have priority over each and every subsequent claim or lien of any kind or nature whatsoever upon the Premises.

Mortgagor covenants and agrees:

1. To cause to be paid, when due, all sums secured hereby.
2. Not to abandon the Premises; to keep the Premises in good condition and repair and not to commit or suffer waste; to pay for and complete within a reasonable time any building at any time in the process of erection upon the Premises; to promptly repair, restore, or rebuild any building or improvement now or hereafter on the Premises which may become damaged or destroyed; to refrain from impairing or diminishing the value of the security and to make no material alterations of the Premises.
3. To comply with all requirements of law or municipal ordinances governing the Premises and the use thereof; and to permit Mortgagee to inspect the Premises at all reasonable times.
4. To keep the Premises free from mechanics or other liens or claims for liens of any kind; to pay when due any indebtedness which may be secured by a lien or charge on the Premises, including, without limitation, any condominium association assessments, dues or charges, and, upon request, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such liens or claims.

5. To pay, ten (10) days before any penalty attaches, all general taxes and to pay, when due, all special taxes, special assessments, water charges, drainage charges, sewer service charges and other charges against the Premises, of any kind whatsoever, which may be levied, assessed, charged or imposed on the Premises or any part thereof.

6. To promptly pay all taxes and assessments assessed or levied under or by virtue of any state, federal or municipal law or regulation now existing or hereafter adopted against Mortgagee upon this Mortgage, or the debt hereby secured, or upon Mortgagee's interest under this Mortgage, provided however, that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in the State of Illinois for commercial business loans of this type and provided further that in the event of the adoption of any law or regulation affecting such highest lawful rate of interest, the entire indebtedness secured by this Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.

7. To exhibit to Mortgagee, at least annually and at any time upon request, official receipts showing full payment of all taxes, assessments and charges which Mortgagor is required or shall elect to pay hereunder.

8. To keep the Premises continuously insured until the indebtedness secured hereby is fully paid (or in case of foreclosure until expiration of the period of redemption, if any) against loss or damage under such types of hazard, liability and environmental hazard insurance, in such forms and amounts and written by such companies as may be approved or reasonably required from time to time by Mortgagee; all policies whether or not required by the terms of this Mortgage, shall contain loss payable clauses in favor of the Mortgagee (or, in case of foreclosure sale, in favor of the owner of the certificate of sale); in the event of loss, penalty or judgment, Mortgagor shall immediately notify Mortgagee in writing and Mortgagor hereby authorizes and directs each and every insurance company concerned to make payments for such loss, penalty or judgment jointly to Mortgagor and Mortgagee, and the insurance proceeds or any part thereof may be applied by Mortgagee, at its option, either to the reduction of the indebtedness hereby secured, or to the restoration or repair of the property damaged, or to the payment of any fine, penalty, judgment or clean-up costs assessed against Mortgagor or Mortgagee and any application thereof to the indebtedness shall not relieve Mortgagor from making any payments herein required until the indebtedness is paid in full.

9. To deliver to Mortgagee all policies of insurance, with evidence of premiums prepaid (renewal policies to be delivered not less than ten (10) days prior to the respective dates of expiration), and title guarantee policies and other evidence of title to the Premises, all of which shall be held by Mortgagee without liability, and in the event of foreclosure of this Mortgage or transfer of title to the Premises in extinguishment of said indebtedness, shall become the absolute property of Mortgagee. Mortgagee may, from time to time, at its option, waive, and after any such waiver, reinstate, any or all provisions hereof requiring deposit of insurance policies, by notice to Mortgagor in writing.

10. Upon demand by Mortgagee, to make monthly deposits with Mortgagee, in addition to any other payments required to be made hereunder of a sum equal to one-twelfth (1/12th) of the

yearly taxes and assessments which may be levied against the Premises and one-twelfth (1/12th) of the annual premium on the insurance policies covering the Premises. The amount of such taxes and assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes and assessments and premiums when due. Any insufficiency of such deposits to pay such taxes and assessments and premiums when due shall be paid by Mortgagor to Mortgagee on demand. Upon any default under this Mortgage, Mortgagee may apply any such deposits to any obligation secured hereby or due hereunder. The enforceability of the covenants relating to taxes and assessments and premiums herein otherwise provided, shall not be affected except insofar as the obligations thereunder have been actually met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring deposits for taxes and assessments and premiums, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes and assessments and premiums as herein elsewhere provided.

11. To pay to Mortgagee any awards of damage resulting from condemnation proceedings or the taking or injury of the Premises for public use, less reasonable costs and associated attorneys' fees and expenses of Mortgagor and the proceeds or any part thereof shall be applied by Mortgagee, at its option, after the payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indebtedness hereby secured.

12. In the event of default in performance of any of the covenants or agreements herein contained, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee to protect the Premises and the lien hereof shall be additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate in effect after maturity as set forth in the note described above. Mortgagee, making any payment hereby authorized relating to taxes or assessments, shall be the sole judge of the legality and validity thereof and of the amount necessary to be paid in satisfaction thereof.

13. If (a) default be made in payment, when due, of any sums secured hereby, or in any of the other covenants or agreements herein contained to be performed by Mortgagor or Borrower, or (b) if there be a default in the terms and/or conditions of any agreement between the Mortgagor and the Mortgagee or any Borrower and the Mortgagee relating to the sums hereby secured or to any indebtedness of the Mortgagor to Mortgagee, or (c) if there be a default in the terms or conditions of any other agreement between the Mortgagor, the Borrower or any guarantor of the sum hereby secured and the Mortgagee, or (d) if any proceedings be instituted or process issued (i) to enforce any other lien, charge, or encumbrance against the Premises, or (ii) against the Mortgagor, the Borrower or any guarantor under any bankruptcy or insolvency laws, or (iii) to place the Premises or any part thereof in the custody or control of any court through a receiver or other officer, and such proceedings are not dismissed or stayed on appeal or such process withdrawn within ten (10) days after written notice to Mortgagor or Borrower, or (e) in the event

the Mortgagor shall create or permit to exist any mortgage, lien or other encumbrance on the Premises other than the encumbrance represented by this Mortgage, or (f) in the event the Mortgagor shall convey title to any person or persons other than the Mortgagor, enter into any lease or other agreement containing an option to purchase or receive title to the Premises, or shall suffer or permit Mortgagor's equity of redemption to become vested in any person or persons other than the Mortgagor, or (g) if the Mortgagor or any of the persons constituting the Borrower makes an assignment for the benefit of creditors, or is at any time insolvent, or (h) if, at any time, litigation is commenced or reinstated contesting Mortgagor's ownership of the Premises or the validity of the lien of Mortgagee in the Premises, or (i) if by or with the consent or at the instance of the Mortgagor or any of the persons constituting the Borrower, proceedings to extend the time of payment of any sums secured hereby or to change the terms of this Mortgage be instituted; then,

- I. All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice, with interest thereon.
- II. Mortgagee may immediately foreclose this Mortgage. The Court in which any proceeding is pending for that purpose may, at once or at any time thereafter, either before or after sale, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the Premises, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made) for the benefit of Mortgagee, with power to collect the rents, issues and profits of the Premises, due and to become due during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the Premises, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the Premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree, and Mortgagor hereby grants to Mortgagee the right, acting through itself, its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the Premises and property, expel and remove any persons, goods or chattels, occupying or upon the same, and to collect or receive all the rents, issues and profits thereof, and to manage and control the same, and to lease the same or any part thereof from time to time, and after deducting all reasonable attorneys' fees, and all expenses incurred in the protection, care, maintenance, management and operation of the Premises, apply the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale held pursuant to a decree of foreclosure.

14. In any foreclosure of this Mortgage there shall be allowed and included in the decree for sale, to be paid out of the rents or proceeds of such sale:

- (a) All sums secured hereby and remaining unpaid,

- (b) All sums advanced or paid by Mortgagee pursuant to this Mortgage with interest,
- (c) All court costs, attorneys' fees, appraisers' fees, expenditures for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantee policies, Torrens certificates and similar data with respect to title, as Mortgagee may deem necessary in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced. All expenditures and expenses of this type mentioned in this subparagraph (c) shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon. The proceeds of any foreclosure sale shall be distributed and applied to the items described in subparagraphs (a), (b), and (c) in order of priority inversely to the manner in which said subparagraphs are above listed and any surplus of the proceeds of such sale shall be paid to Mortgagor.

15. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on their own behalf and on behalf of each and every person.

16. No remedy or right of Mortgagee shall be exclusive of but shall be in addition to every other remedy or right now, or hereafter, existing at law or in equity. No delay in exercising, or omission to exercise, any remedy or right, accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

17. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said Note, and without notice or consent:

- (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation,
- (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any

obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof,

- (c) exercise or refrain from exercising or waive any right Mortgagee may have,
- (d) accept additional security of any kind, and
- (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

Upon full payment of all sums secured hereby at the time and in the manner provided, then this conveyance shall be null and void and a reconveyance or release of the Premises shall be made by Mortgagee to Mortgagor.

18. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, after due inquiry, the Premises complies as of the date hereof, and Mortgagor covenants and agrees that it and the Premises will from the date hereof comply, in all material respects with all applicable federal, state, regional, county or local laws, statutes, rules, regulations or ordinances, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 *et seq.*, the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. §6901 *et seq.*, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §1251 *et seq.*, the Toxic Substances Control Act of 1976, 15 U.S.C. §2601 *et seq.*, the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §11001 *et seq.*, the Clean Air Act of 1966, as amended, 42 U.S.C. §7401 *et seq.*, the National Environmental Policy Act of 1975, 42 U.S.C. § 4321, the Rivers and Harbors Act of 1899, 33 U.S.C. §401 *et seq.*, the Occupational Safety and Health Act of 1970, 29 U.S.C. §651 *et seq.*, the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §300, the Illinois Environmental Protection Act, as amended, 415, ILCS 5/1 *et seq.* (1987), the Illinois Chemical Safety Act, as amended, 430 ILCS 45/1 *et seq.* (1987) and the Illinois Responsible Property Transfer Act, as amended, 765 ILCS 90/1 *et seq.* (1987), and all rules, regulations and guidance documents promulgated or published thereunder, and any state, regional, county or local statute, law, rule, regulation or ordinance relating to public health, safety or the environment, including, without limitation, relating to releases, discharges, emissions or disposals to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use, handling or disposal of polychlorinated biphenyls (PCB's), asbestos or urea formaldehyde, to the treatment, storage, disposal or management of hazardous substances (including, without limitation, petroleum, its derivatives by-products or other hydrocarbons), to exposure to toxic, hazardous, or other controlled, prohibited or regulated substances, to the transportation, storage, disposal, management or release of gaseous or liquid substances, and any regulation, order, injunction, judgment, declaration, notice or demand issued thereunder.

19. Mortgagor warrants and represents that, to the best of its knowledge, after due inquiry, the Premises, including all personal property, is free from contamination, that there has not been thereon a release, discharge or emission, or threat of release, discharge or emission, of any hazardous substances, gas or liquid (including without limitation, petroleum, its derivatives or by-

products, or other hydrocarbons), or any other substance, gas or liquid, which is prohibited, controlled or regulated under applicable law, or which poses a threat or nuisance to safety, health or the environment, and that the Premises does not contain, or is not affected by: (i) asbestos, (ii) urea formaldehyde foam insulation, (iii) polychlorinated biphenyls (PCB's), (iv) underground storage tanks, or (v) landfills, land disposals or dumps.

20. Mortgagor represents and warrants that it has not given, nor should it give, nor has it received, any notice, letter, citation, order, warning, complaint, inquiry, claim or demand that: (i) Mortgagor has violated, or is about to violate, any federal, state, regional, county or local environmental, healthy or safety statute, law, rule, regulation, ordinance, judgment or order; (ii) there has been a release, or there is threat of release, of hazardous substances (including, without limitation, petroleum, its by-products or derivatives or other hydrocarbons) from the Premises; or (iii) Mortgagor may be or is liable, in whole or in part, for the costs or cleaning up, remediating or responding to a release of hazardous substances on or from the Premises (including, without limitation, petroleum, its by-products or derivatives, or other hydrocarbons); or (iv) any of the Mortgagor's property or assets are subject to a lien in favor of any governmental body for any liability, costs or damages, under federal, state or local environmental law, rule or regulation arising from or costs incurred by such governmental entity in response to a release of a hazardous substances (including, without limitation, petroleum, its by-products or derivatives, or other hydrocarbons). In the event that Mortgagor receives any notice of the type described in this Section, Mortgagor shall promptly provide a copy to Mortgagee, and in no event, later than fifteen (15) days from Mortgagor's receipt or submission thereof.

21. Mortgagor represents and warrants that to the best of its knowledge, after due inquiry, it has never in the past engaged in, and agrees that in the future it shall not conduct, any business, operations or activity on the Premises, or employ or use the personal property or facilities, to manufacture, use, generate, treat, store, transport or dispose of any hazardous substance (including without limitation, petroleum, its derivatives or by-products, or other hydrocarbons), or any other substance which is prohibited, controlled or regulated under applicable law, or which poses a threat or nuisance to safety, healthy or the environment, including, without limitation, any business, operation or activity which would bring Mortgagor, its property or facilities, within the ambit of the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. §6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 *et seq.*, the Illinois Environmental Protection Act, as amended, 415 ILCS 5/1 *et seq.* (1987), the Clean Air Act of 1966, as amended, 42 U.S.C. §7401 *et seq.*, or any similar, state, county regional or local statute, law, regulation, rule or ordinance, including, without limitation, any state statute providing for financial responsibility for cleanup for the release or threatened release of substances provided for thereunder.

22. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of the parties hereto, and the word Mortgagor shall include all persons claiming under or through Mortgagor (including, if this Mortgage is executed by a trust or trustee, any beneficiary thereof) and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note, any

guaranty or this Mortgage. Wherever used, the singular number shall include the plural and the singular, and the use of any gender shall be applicable to all genders.

[Remainder of page intentionally blank; Signature page(s) follows]

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage as of the day and year first written above.

LA PARRA INC, an Illinois corporation

By: _____

Name: _____

Title: _____

THIS INSTRUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:

Del Galdo Law Group, LLC
1441 S. Harlem Ave.
Berwyn, Illinois 60402
(708) 222-7000

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that _____, the _____ and Authorized Representative of La Parra Inc, an Illinois 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 March 2020.

Notary Public

My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

ALL OF LOT 404 AND LOT 405 (EXCEPT THE WEST 17.7 FEET) IN BERWYN MANOR, A SUBDIVISION IN THE SOUTH 1271.3 FEET OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS:

6710 Cermak Road
Berwyn, Illinois 60402

PINs:

16-19-425-031-0000
16-19-425-032-0000

AMOUNT: \$225,000.00

DATE: May __, 2020

DUE: May 1, 2025

SECURED PROMISSORY NOTE

FOR VALUE RECEIVED, LA PARRA INC., an Illinois corporation ("**LA PARRA**"), and **SALVADOR PLASCENCIA, JUAN GABRIEL PADILLA, JUAN FERNANDO MUÑOZ, ROSALBA MUÑOZ and ANA MUÑOZ**, each individually (collectively, the "**OWNERS**") (La Parra and the Owners shall be jointly and severally referred to hereinafter as the "**BORROWERS**") located at 6710 Cermak Road, Berwyn, Illinois 60402, jointly and severally promise to pay to the order of **BERWYN DEVELOPMENT CORPORATION**, an Illinois corporation (the "**CREDITOR**"), at its offices located at 3322 S. Oak Park Avenue, Second Floor, Berwyn, Illinois 60402, the principal sum of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00), or such lesser sum as shall have been disbursed to the Borrowers by the Creditor, ("**PRINCIPAL**") upon the terms and conditions set forth below together with the per annum interest on the principal balance hereof from time to time unpaid at a fixed rate of interest of seven and one-quarter percent (7.25%) (the "**INTEREST RATE**").

Interest shall be fully amortized over a thirty (30) year period, payable from the date of this Note, calculated on the basis of the actual number of days elapsed over a year of 360 days, but shall not exceed the maximum rate of interest allowable under applicable law for loans of this type. Principal due hereunder shall bear interest after an Event of Default (as defined herein), or after maturity, whether pursuant to acceleration or expiration of the term of this Secured Promissory Note (this "**NOTE**"), at seven and one-quarter percent (7.25%) per annum.

Principal and interest payments in the amount of _____ Dollars (\$_____) each shall be due and payable monthly on the first day of each month, commencing on May 1, 2020, and on the first day of each month thereafter. All sums remaining unpaid hereunder shall be due and payable with a final payment of the outstanding principal balance plus all unpaid accrued interest due on May 1, 2025 (the "**MATURITY DATE**"). Borrowers shall pay to the Creditor a late charge of five percent (5%) of any installment not received by the Creditor within ten (10) days after the installment is due.

This Note may be prepaid without premium or penalty. At any time any deposit or other indebtedness credited by or due from the holder hereof to Borrowers may be set off against or applied in whole or partial payment of amounts owing hereunder or in whole or partial payment of any other liability of the Borrowers to the Creditor whether now existing or hereafter arising, direct or indirect, absolute or contingent, or whether due or to become due. Amounts owing hereunder are secured by that certain senior real estate mortgage granted of even date herewith by La Parra, in favor of Creditor on the real property located at 6710 Cermak Road, Berwyn, Illinois 60402 (the "**MORTGAGE**"); that certain Security Agreement of even date herewith (the "**SECURITY AGREEMENT**") executed by La Parra and the Owners in favor of Creditor, and those certain personal guaranties of even date herewith given by each of the Owners, individually, in favor of Creditor (the "**GUARANTIES**"), and any other directly or indirectly related loan documents between the Borrowers and the Creditor (collectively the "**SECURITY INSTRUMENTS**"), the terms and conditions of which are incorporated by reference herein.

An "**EVENT OF DEFAULT**" hereunder shall mean the occurrence of any of the following events:

(a) the failure of Borrowers to pay any installments of principal or interest pursuant to this Note or any other obligation of Borrowers to Creditor;

(b) the filing of any voluntary or involuntary petition in bankruptcy by or regarding the Borrowers, or the initiation of any proceeding under bankruptcy or insolvency laws against the Borrowers;

(c) an assignment made by the Borrowers for the benefit of creditors;

(d) the appointment of a receiver, custodian, trustee, or similar party to take possession of the Borrowers' assets or property;

(e) the death of any of the Owners;

(f) the failure of Borrowers to be in good standing as member(s) of the Berwyn Development Corporation, including failure to pay any membership dues within forty-five (45) days of the date when due; or

(g) an Event of Default as defined the Security Agreement, Guaranty, or in any other document executed in connection with the Note or otherwise securing the payment thereof.

Upon the occurrence of an Event of Default hereunder or under any agreement given to secure this Note or any other note or obligation of the Borrowers to the Creditor, then unless Creditor shall otherwise elect, the full amount due hereunder, including any interest, fees or fines, shall be immediately due and payable. However, the Borrowers shall have a thirty (30) day cure period after written notice of any monetary default.

No delay on the part of the Creditor hereof in the exercise of any right or remedy shall operate as a waiver thereof, no single or partial exercise by said holder of any right or remedy shall preclude any other future exercise thereof or the exercise of any other right or remedy and no waiver or indulgence by Creditor of any default shall be effective unless in writing and signed by the Creditor, nor shall waiver by the Creditor of any right on one occasion be construed as or be a bar to or waiver of any such right on any future occasion.

Borrowers, each endorser hereof and any other party liable for the indebtedness evidenced hereby severally waive demand, presentment, notice of dishonor and consent to: any extension or postponement of the time for its payment; release of any security interest securing this Note; or the addition of any party hereto or the release or discharge of or suspension of any rights or remedies against any person who may be liable for the payment of the indebtedness evidenced hereby.

Borrowers warrants and agrees that (1) the obligation evidenced by this Note is an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. § 1601 *et seq.*; and (2) said obligation constitutes a business loan which comes within the purview of subparagraph (1)(c) of Section 4, of "an Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended (815 ILCS 205/4(1)(c) and 205/4(1)(l)).

The loan evidenced hereby has been made and this Note has been delivered at Berwyn, Illinois, and shall be governed by the laws of the State of Illinois. Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Note shall be prohibited by or invalid under such law such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Note.

All notices required under this Note will be in writing and delivered to the addresses listed below, or such other addresses as Borrowers or Creditor may specify from time to time in writing:

IF TO CREDITOR:

Berwyn Development Corporation
3322 S. Oak Park Ave.
2nd Floor
Berwyn, Illinois 60402

With copy to:

Del Galdo Law Group, LLC
1441 S. Harlem Ave.
Berwyn, Illinois 60402

IF TO BORROWERS:

La Parra, Inc.
6710 Cermak Rd.
Berwyn, Illinois 60402

With copy to:

Borrowers agree to pay all expenses, of collecting amounts evidenced under this Note including reasonable attorneys' fees, costs and expenses. This Note shall be binding upon the successors and assigns of the Borrowers. Any reference contained herein to attorneys' fees and expenses shall be deemed to include all fees and expenses of in-house or staff attorneys and the fees and expenses of any other experts or consultants.

CONFESSION OF JUDGMENT. TO FURTHER SECURE PAYMENT OF THE BORROWERS FINANCIAL OBLIGATIONS UNDER THIS NOTE, SHOULD SUCH OBLIGATIONS BE TRIGGERED, THE BORROWERS COVENANT AND AGREE THAT IN THE EVENT THAT THE BORROWERS BECOME LIABLE TO PAY TO CREDITOR ANY AMOUNTS OWED PURSUANT THIS NOTE, OR ANY OTHER AGREEMENT BETWEEN CREDITOR AND BORROWERS IN CONNECTION HEREWITH, THE BORROWERS, AND EACH OF THEM, IRREVOCABLY AUTHORIZE ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR THE BORROWERS, AND EACH OF THEM, AT ANY TIME FROM TIME TO TIME AFTER PAYMENT IS DUE, AND CONFESS A JUDGMENT, WITHOUT PROCESS, IN FAVOR OF CREDITOR AND AGAINST THE BORROWERS FOR SUCH AMOUNT AS MAY BE UNPAID BY THE BORROWERS UNDER THIS NOTE, TOGETHER WITH THE COSTS OF SUCH PROCEEDINGS AND REASONABLE ATTORNEY FEES AND EXPENSES, AND THE BORROWERS, AND EACH OF THEM, WAIVE AND RELEASES ALL ERRORS WHICH MAY INTERVENE IN ANY SUCH PROCEEDING AND CONSENT TO IMMEDIATE EXECUTION UPON SAID JUDGMENT, HEREBY RATIFYING AND CONFIRMING ALL THAT SAID ATTORNEY MAY DO BY VIRTUE HEREOF, AND WITHOUT CREDITOR FIRST PURSUING ANY REMEDY AGAINST THE BORROWERS, OR ANY OF THEM, FOR NON-PAYMENT OF SUCH AMOUNT. THE BORROWERS, AND EACH OF THEM, HEREBY WAIVE ANY ERRORS AND FULLY RELEASE ANY ATTORNEY-IN-FACT OBTAINED BY CREDITOR TO CONFESS JUDGMENT ON THE BORROWERS'S BEHALF.

Borrowers acknowledges that this Note is being accepted by the Creditor in partial consideration of the Creditor's right to enforce in the State of Illinois and the County of Cook the terms and provisions of this Note and all documents, instruments and agreements delivered to the Creditor in connection therewith. Borrowers irrevocably consents to jurisdiction in, and construction of this Note under the laws of the State of Illinois and venue in the County of Cook for such purposes; Borrowers waives any and all rights to contest jurisdiction and venue of the State of Illinois and County of Cook over Borrowers for the purposes

of enforcing this Note and all documents, instruments and agreements delivered in connection therewith; Borrowers waives any and all rights to commence any action, whether by complaint, counter-complaint or cross-complaint or counterclaim with respect to the liabilities against the Creditor in any jurisdiction other than in the State of Illinois and in the County of Cook; and Borrowers waives personal service of process upon Borrowers, and agrees that all such service of process may be made by certified mail directed to Borrowers or its registered agent and service so made will be deemed to be completed upon actual receipt.

BORROWERS WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE. BORROWERS ALSO WAIVE ANY BOND OR SURETY OR SECURITY UPON SUCH BOND THAT MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF THE CREDITOR OR A SUBSEQUENT HOLDER OF THIS NOTE. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THIS NOTE, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. BORROWERS ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE CREDITOR TO ENTER INTO A DEBTOR-CREDITOR RELATIONSHIP WITH IT, THAT THE CREDITOR HAS ALREADY RELIED ON THE WAIVER IN EXTENDING CREDIT TO THE UNDERSIGNED AND THAT THE CREDITOR WILL CONTINUE TO RELY ON THE WAIVER IN ITS RELATED FUTURE DEALINGS WITH BORROWERS. BORROWERS WARRANT AND REPRESENT THAT THEY HAVE REVIEWED THIS WAIVER WITH THEIR LEGAL COUNSEL, AND THAT THEY KNOWINGLY AND VOLUNTARILY WAIVES THEIR JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS NOTE OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE UNDERSIGNED'S OBLIGATIONS HEREUNDER. IN THE EVENT OF LITIGATION, THIS NOTE MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

BORROWERS ALSO KNOWINGLY AND VOLUNTARILY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM THE CREDITOR AND ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY THE CREDITOR AGAINST BORROWERS OR BY BORROWERS AGAINST THE CREDITOR ARISING IN ANY WAY IN CONNECTION WITH THIS NOTE OR UNDER ANY AGREEMENT, INSTRUMENT OR DOCUMENT EXECUTED IN CONNECTION THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION THEREWITH OR ANY STATEMENTS OR ACTIONS OF BORROWERS OR THE CREDITOR. BORROWERS WARRANT THAT THE FOREGOING WAIVERS HAVE BEEN READ AND FULLY UNDERSTOOD BY BORROWERS AND IS A MATERIAL INDUCEMENT FOR THE CREDITOR TO ENTER INTO THE LOAN EVIDENCED BY THIS NOTE.

OTHER THAN CLAIMS BASED UPON THE FAILURE OF CREDITOR TO ACT IN A COMMERCIALY REASONABLE MANNER, BORROWERS WAIVE EVERY PRESENT AND FUTURE DEFENSE (OTHER THAN THE DEFENSE OF PAYMENT IN FULL), CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH BORROWERS MAY NOW HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY THE CREDITOR IN ENFORCING THIS NOTE, OR ANY AGREEMENT, INSTRUMENT OR DOCUMENT EXECUTED IN

CONNECTION THEREWITH. BORROWERS WARRANT THAT THE FOREGOING WAIVER HAS BEEN READ AND FULLY UNDERSTOOD BY BORROWERS AND IS A MATERIAL INDUCEMENT FOR THE CREDITOR TO ENTER INTO THE LOAN EVIDENCED BY THIS NOTE.

[Remainder of page intentionally left blank; Signature page follows]

[Signature Page to Promissory Note]

IN WITNESS WHEREOF, La Parra, Inc. has executed this Promissory Note as of the day and year first written above.

LA PARRA INC., an Illinois corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that _____, as the _____ and Authorized Representative of La Parra Inc, an Illinois 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 _____ 2020.

Notary Public

My Commission Expires: _____

[Signatures follow on the next page]

[Signature Page to Promissory Note]

IN WITNESS WHEREOF, Salvador Plascencia has executed this Promissory Note as of the day and year first written above.

SALVADOR PLASCENCIA, an individual

By: _____
Salvador Plascencia

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Salvador Plascencia, 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 _____ 2020.

Notary Public

[Signatures follow on the next page]

[Signature Page to Promissory Note]

IN WITNESS WHEREOF, Juan Gabriel Padilla has executed this Promissory Note as of the day and year first written above.

JUAN GABRIEL PADILLA, an individual

By: _____
Juan Gabriel Padilla

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Juan Gabriel Padilla, 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 _____ 2020.

Notary Public

[Signatures follow on the next page]

[Signature Page to Promissory Note]

IN WITNESS WHEREOF, Juan Fernando Muñoz has executed this Promissory Note as of the day and year first written above.

JUAN FERNANDO MUÑOZ, *an individual*

By: _____
Juan Fernando Muñoz

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Juan Fernando Muñoz, 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 _____ 2020.

Notary Public

[Signatures follow on the next page]

[Signature Page to Promissory Note]

IN WITNESS WHEREOF, Rosalba Muñoz has executed this Promissory Note as of the day and year first written above.

ROSALBA MUÑOZ, an individual

By: _____
Rosalba Muñoz

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Rosalba Muñoz, 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 _____ 2020.

Notary Public

[Signatures follow on the next page]

[Signature Page to Promissory Note]

IN WITNESS WHEREOF, Ana Muñoz has executed this Promissory Note as of the day and year first written above.

ANA MUÑOZ, *an individual*

By: _____
Ana Muñoz

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Ana Muñoz, 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 _____ 2020.

Notary Public

[Signatures follow on the next page]

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this “**SECURITY AGREEMENT**”) is executed as of this ____ day of March, 2020 by **LA PARRA INC.**, an Illinois corporation (“**La Parra**”), and **SALVADOR PLASCENCIA, JUAN GABRIEL PADILLA, JUAN FERNANDO MUÑOZ, ROSALBA MUÑOZ** and **ANA MUÑOZ**, each individually (collectively, the “**OWNERS**”) (La Parra and the Owners shall be jointly and severally referred to hereinafter as the “**GRANTORS**”) located at 6710 Cermak Rd., Berwyn, Illinois 60402, in favor of **BERWYN DEVELOPMENT CORPORATION** (the “**CREDITOR**”) in consideration of the Creditor’s commitment to make credit available to the Grantors pursuant to and subject to all the terms and conditions set forth in, and on the basis of the representations and warranties set forth in, that certain Promissory Note of even date herewith in the original principal amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) jointly and severally executed by the Grantors and delivered to the Creditor together with any modifications, extensions, renewals, additions, substitutions, or replacements thereof (collectively referred to as the “**NOTE**”). In consideration therefor, the Grantors grant the Creditor as security for the Note and any other obligations of the Grantors to the Creditor (collectively, the “**INDEBTEDNESS**”) a security interest in and a lien upon all property of Grantors described in Exhibit “A” attached hereto, whether now existing or owned or hereafter arising or acquired (collectively, the “**COLLATERAL**”). All capitalized terms not defined herein shall have the meanings ascribed to them in the Note of even date herewith.

Grantors represent and warrant to the Creditor that they are the owner of each of the items comprising the Collateral and that the security interests granted therein to the Creditor constitute valid and enforceable liens thereupon. No other or additional security interests in the Collateral or any portion thereof will be sold, assigned, erected or granted for so long as any Indebtedness is owed, with the sole exception of security interests up to the amount of indebtedness incurred in the ordinary course of Grantors’ business. The Grantors will place notations upon its books and financial records disclosing the security interests granted to the Creditor pursuant to this Security Agreement and shall perform all other steps requested by the Creditor to create, perfect or maintain the security interests herein granted, including the execution and filing of financing statements or other statements or documents.

If an “**EVENT OF DEFAULT**” (as defined in the Note) shall occur or be continuing, the Creditor shall have, in addition to any other rights provided for herein, the rights and remedies of a secured party under the Illinois Uniform Commercial Code and may, without demand, advertisement or notice at any time or times:

1. Take physical possession of the Collateral and maintain such possession either on the premises of the Grantors or at such other location as the Creditor may decide; and
2. Sell and deliver any or all of the Collateral at public or private sale for cash, upon credit or otherwise and at such prices and upon such terms as the Creditor deems advisable in its sole discretion. The Creditor may be a purchaser at any such sale, free from any right of redemption and may apply the proceeds of sale first to all costs and expenses thereof and second, in whatever order it may elect to the payment of the Indebtedness. Any excess shall be returned to the Grantors (or other of the Grantors creditors if applicable and to the extent applicable) and the Grantors shall remain liable to the Creditor for any deficiency. The rights and remedies provided for hereunder shall be cumulative and not exclusive of any other right or remedy which the Creditor may have whether pursuant to the Note, any agreement or document executed in connection therewith, state or federal law or otherwise.

If an Event of Default (as defined in the Note) shall occur or be continuing, the Grantors hereby appoints the Creditor, the Creditor's nominee, or any other person whom the Creditor may designate, attorney-in-fact for the Grantors with the power to:

1. Endorse the Grantors' name on any checks, notes, acceptances, money orders, drafts or other forms of payment or security that may come into the Creditor's possession;
2. Sign the Grantors' name on any invoice or bill of lading relating to the Collateral, on drafts against customers, on schedules or assignments of Collateral, on notices of assignment, financing statements and other public records, on verifications of accounts and on notices to customers;
3. Notify postal authorities to change the address for delivery of the mail of the Grantors to an address designated by the Creditor;
4. Receive, open and dispose of all mail addressed to the Grantors;
5. Send requests for verification to customers or account debtors; and
6. Do all things necessary to carry out this Security Agreement.

This power and appointment being coupled with an interest is irrevocable and shall remain in full force and effect unless and until all Indebtedness shall have been properly satisfied.

The Collateral owned by the Grantors is located, and the Grantors' books and records are maintained at 6710 Cermak Rd., Berwyn, Illinois 60402. The Grantors will maintain the Collateral it owns in its present location and not move or relocate such Collateral without the express prior written consent of the Creditor.

The Creditor may, at any time, discharge any taxes, liens, security interests or other encumbrances at any time levied or placed upon the Collateral and may expend funds for the maintenance and preservation of the Collateral. Any payment made, or expense incurred by the Creditor with respect thereto shall be payable by the Grantors to the Creditor immediately upon demand and shall bear interest at a rate equal to the highest per annum rate of interest payable on the principal balance of the Note following any default thereunder.

This Security Agreement cannot be changed, modified or terminated except in writing signed by parties hereto.

Any notices required under this Security Agreement will be in writing and delivered to the recipients and addresses specified below, or such other addresses as Grantors or Creditor may specify from time to time in writing.

IF TO CREDITOR:

Berwyn Development Corporation
3322 S. Oak Park Ave.
2nd Floor
Berwyn, Illinois 60402

IF TO GRANTORS:

La Parra Inc.
6710 Cermak Rd.
Berwyn, Illinois 60402

With copy to:

Del Galdo Law Group, LLC
1441 S. Berwyn Ave.
Berwyn, Illinois 60402

With copy to:

All of the rights, privileges, remedies and options granted to the Creditor hereunder shall inure to its benefit and the benefit of its successors and assigns. All of the terms, conditions, promises, covenants, provisions and warranties hereunder shall inure to the benefit of and shall bind the representatives, successors and assigns of the parties hereto.

[Remainder of page intentionally blank; Signature page follows]

IN WITNESS WHEREOF, the Grantors, with intent to be bound by the terms of this Security Agreement, have executed this Security Agreement as of the day and year first written above.

LA PARRA INC, an Illinois corporation

By: _____

Name: _____

Title: _____

SALVADOR PLASCENCIA, *an individual*

By: _____
Salvador Plascencia

JUAN GABRIEL PADILLA, *an individual*

By: _____
Juan Gabriel Padilla

JUAN FERNANDO MUÑOZ, *an individual*

By: _____
Juan Fernando Muñoz

ROSALBA MUÑOZ, *an individual*

By: _____
Rosalba Muñoz

ANA MUÑOZ, *an individual*

By: _____
Ana Muñoz

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that _____, as the _____ and Authorized Representative of La Parra Inc, an Illinois 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 March 2020.

Notary Public

My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Salvador Plascencia, 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 March, 2020.

Notary Public

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Juan Gabriel Padilla, 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 March, 2020.

Notary Public

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Juan Fernando Muñoz, 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 March, 2020.

Notary Public

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Rosalba Muñoz, 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 March, 2020.

Notary Public

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Ana Muñoz, 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 March, 2020.

Notary Public

EXHIBIT "A"

The Collateral shall consist of:

(A) **"Equipment"** which means and includes all of Grantors' now owned or hereafter acquired equipment, machinery and goods (excluding Inventory), whether or not constituting fixtures, including, without limitation: all of the equipment included in any list that may be attached to this Exhibit, restaurant and office equipment, tools, dies, parts, data processing equipment, furniture and trade fixtures, trucks, trailers, loaders and other vehicles and all replacements and substitutions therefore and all accessions thereto;

(B) **"General Intangibles"** which means and includes all of Grantors' now owned or hereafter acquired general intangibles as said term is defined in the Uniform Commercial Code including, without limitation, trademarks, tradenames, trade styles, trade secrets, equipment formulation, manufacturing procedures, quality control procedures, product specifications, patents, patent applications, copyrights, registrations, contract rights, choses in action, causes of action, corporate or other business records, inventions, designs, goodwill, claims under guarantees, licenses, franchises, tax refunds, tax refund claims, computer program flow diagrams, source codes, object codes and all other intangible property of every kind and nature;

(C) **"Receivables"** which means and includes all of Grantors' now owned or hereafter acquired accounts and contract rights, instruments, insurance proceeds, documents, chattel paper, letters of credit and Grantors' rights to receive payment thereunder, any and all rights to the payment or receipt of money or other forms of consideration of any kind at any time now or hereafter owing or to be owing to Grantor, all proceeds thereof and all files in which Grantor has any interest whatsoever containing information identifying or pertaining to any of Grantors' Receivables, together with all of Grantors' rights to any merchandise which is represented thereby, and all Grantors' right, title, security and guaranties with respect to each Receivable, including, without limitation, all rights of stoppage in transit, replevin and reclamation and all rights as an unpaid vendor;

(D) All books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software (owned by Grantor or in which it has an interest) which at any time evidence or contain information relating to (A), (B), (C) and (D) above or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(E) All of Grantors' right, title and interest in and to all goods and other property, whether or not delivered;

(F) Documents of title, policies and certificates of insurance, securities, chattel paper, instruments and other documents or instruments evidencing or pertaining to (A), (B), (C), (D) and (E) above or otherwise;

(G) All guaranties, liens on real or personal property, leases, and other agreements and property which in any way secure or relate to (A), (B), (C), (D), (E) and (F) and (G) above, or are acquired for the purpose of securing and enforcing any item thereof;

(H) (i) all cash held as cash collateral to the extent not otherwise constituting collateral, all other cash or property at any time on deposit with or held by Creditor for the account of Grantor (whether for safekeeping, custody, pledge, transmission or otherwise), (ii) all present or future deposit accounts (whether time or demand or interest or non-interest bearing) of Grantor with Creditor or any other person including those to which any such cash may at any time and from time to time be credited, (iii) all

investments and reinvestment (however evidenced) of amounts from time to time credited to such accounts, and (iv) all interest, dividends, distributions and other proceeds payable on or with respect to (x) such investments and reinvestment and (y) such accounts; and

(I) All products and proceeds of (A), (B), (C), (D), (E), (F), (G) and (H) above (including, but not limited to, all claims to items referred to in (A), (B), (C), (D), (E), (F), (G), and (H) above) and all claims of Grantor against third parties for (i) loss of, damage to, or destruction of, (ii) payments due or to become due under leases, rentals and hires of any or all of (A), (B), (C), (D), (E), (F), (G) and (H) above and (iii) proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form.

UNANIMOUS WRITTEN CONSENT OF THE SHAREHOLDERS
OF LA PARRA INC.
an Illinois corporation,

The undersigned, comprising all of the shareholders of **LA PARRA INC.**, an Illinois corporation (the “**Corporation**”), hereby waive all notices of meeting, and consent, in writing, without the necessity of a meeting, pursuant to the authority granted by the Illinois Business Corporations Act, to the following actions:

WHEREAS, the Corporation has determined that it is in need of a loan to assist in financing its operations; and

WHEREAS, the Berwyn Development Corporation (the “**Creditor**”) is willing to loan the Corporation the sum of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) upon the execution of a secured promissory note, security agreement, senior mortgage, and personal guaranties.

IT IS HEREBY RESOLVED, that this Corporation is authorized to execute loan documents in favor of the Creditor for a loan in the total principal amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00), as evidenced by a Secured Promissory Note to be jointly and severally executed by the Corporation and Salvador Plascencia, Juan Gabriel Padilla, Juan Fernando Muñoz, Rosalba Muñoz and Ana Muñoz, each individually (the “**Note**”); personal guaranties of even date therewith given by Salvador Plascencia, Juan Gabriel Padilla, Juan Fernando Muñoz, Rosalba Muñoz and Ana Muñoz in favor of Creditor (the “**Guaranties**”), and a security agreement of even date therewith authorizing Creditor to record a lien on the assets of the Corporation (the “**Security Agreement**”); and a senior real estate mortgage to be granted of even date therewith by the Corporation, in favor of Creditor on the real property located at 6710 Cermak Rd., Berwyn, Illinois 60402 (the “**Mortgage**”); and it is

FURTHER RESOLVED, that _____, as _____ of this Corporation, is hereby authorized to execute such loan documents on behalf of the Corporation as are necessary or required by the Creditor to effect the above resolution.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE(S) FOLLOWS]

**[SIGNATURE PAGE TO UNANIMOUS WRITTEN CONSENT OF THE SHAREHOLDERS
OF LA PARRA INC. – LOAN FROM BERWYN DEVELOPMENT CORPORATION – MARCH
2020]**

Dated: As of this ____ day of March, 2020.

SALVADOR PLASCENCIA, a shareholder

By: _____
Salvador Plascencia

JUAN GABRIEL PADILLA, a shareholder

By: _____
Juan Gabriel Padilla

JUAN FERNANDO MUÑOZ, a shareholder

By: _____
Juan Fernando Muñoz

ROSALBA MUÑOZ, a shareholder

By: _____
Rosalba Muñoz

ANA MUÑOZ, a shareholder

By: _____
Ana Muñoz

PERSONAL GUARANTY
(JUAN GABRIEL PADILLA)

FOR VALUE RECEIVED and in consideration of a loan made to **LA PARRA, INC.**, an Illinois corporation, ("**LA PARRA**"), and **SALVADOR PLASCENCIA, JUAN GABRIEL PADILLA, JUAN FERNANDO MUÑOZ, ROSALBA MUÑOZ** and **ANA MUÑOZ**, each individually (collectively, the "**OWNERS**") (La Parra and the Owners shall be jointly and severally referred to hereinafter as the "**DEBTOR**") located at 6710 Cermak Rd., Berwyn, Illinois 60402, by the **BERWYN DEVELOPMENT CORPORATION**, an Illinois corporation (hereinafter, together with its successors and assigns, called the "**CREDITOR**"), evidenced and set forth in that certain Promissory Note, dated _____, in the principal amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) (the "**NOTE**"), the terms and conditions of which are hereby incorporated herein by reference, the undersigned, **JUAN GABRIEL PADILLA**, an individual (referred to herein as "**GUARANTOR**") hereby unconditionally guarantees: (i) the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of all obligations of Debtor to the Creditor under the Note (the "**LIABILITIES**"), and the Guarantor further agrees to pay expenses (including reasonable attorneys' fees and legal expenses) paid or incurred by the Creditor in endeavoring to collect the Liabilities, or any part thereof, and enforce the terms of the Note, and in enforcing this Personal Guaranty (the "**GUARANTY**").

The Creditor may, without prior notice or demand, at any time when any amount shall be due and payable hereunder by the Guarantor, appropriate and apply toward the payment of such amount, and in such order of application as the Creditor may from time to time elect, any property, balances, credits, deposits, accounts or moneys of such Guarantor in the possession or control of the Creditor for any purpose.

The liability of the Guarantor hereunder shall be absolute and unconditional, and shall not be impaired or affected by any of the following acts or omissions whether occurring with or without the Guarantor's notice or knowledge or whether occurring before or after receipt by the Creditor of notice of termination of this Guaranty: (a) any extension, modification or renewal of, or indulgence with respect to, or substitutions for, the Liabilities or any part thereof or any agreement relating thereto at any time; (b) any failure or omission to enforce any right, power or remedy with respect to the Liabilities or any part thereof or any agreement relating thereto, or any collateral securing the Liabilities or any part thereof; (c) any waiver of any right, power or remedy or of any default with respect to the Liabilities or any part thereof or any agreement relating thereto or with respect to any collateral securing the Liabilities or any part thereof; (d) with or without consideration, any substitution for or any release, surrender, compromise, settlement, waiver, subordination, or modification of (i) any collateral securing the Liabilities or any part of any agreement relating thereto or with respect to any collateral securing the Liabilities or any part thereof; (ii) any other guaranties with respect to the Liabilities or any part thereof; or (iii) any other obligation of any person or entity with respect to the source of the payment of indebtedness other than the Liabilities, or any part thereof, or to amounts which are not covered by this Guaranty, even though the Creditor might lawfully have elected to apply such payments to any part or all of the Liabilities; (e) any payment or any part thereof, at any time applied by the Creditor to any of the Liabilities that is or must be rescinded or returned by the Creditor for any reason whatsoever (including without limitation, the insolvency, bankruptcy or reorganization of Debtor); (f) the Creditor's election of the application of section or sections of the Bankruptcy Code, 11 U.S.C. §101 *et seq.*, as amended from time to time (the "**BANKRUPTCY CODE**"); (g) any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code; or (h) the staying of any acceleration of the time of payment of any of the Liabilities of Debtor under the Bankruptcy Code or any similar law or order of court for the benefit of creditors.

The Creditor may, from time to time, without notice to the Guarantor, (a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligation hereunder; (b) retain or obtain the primary or secondary liability of any party or parties, in addition to the Guarantor, with respect to any of the Liabilities; (c) extend or renew the liabilities for any period (whether or not longer than the original period); (d) release or compromise any liability of any of the Guarantor hereunder, or any liability of any of the Liabilities; (e) release its security interest, if any, in all or any property securing any of the Liabilities or any obligation thereunder and permit any substitution or exchange for any such property; and (f) resort to the Guarantor's liability hereunder, whether or not the Creditor shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any other of the Guarantor or any other party primarily or secondarily liable on any of the Liabilities.

Guarantor agrees that this Guaranty is an absolute guaranty of payment and performance and is not a guaranty of collection. In order to proceed to enforce this Guaranty and hold the Guarantor liable hereunder, there shall be no obligation on the part of the Creditor, at any time, to resort for payment to the Debtor or any other guarantor, or to any other person or entity, or to any collateral, security, property, liens or other rights or remedies whatsoever, all of which are hereby expressly waived by the Guarantor.

Any amount received by the Creditor from whatsoever source and applied by it toward the payment of the Liabilities shall be applied in such order of application as the Creditor may from time to time elect.

The Guarantor represents and warrants to Creditor that (a) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty, (b) this Guaranty is executed at Debtor's and Guarantor's request and not at the request of Creditor, (c) Guarantor has full power, right and authority to enter into this Guaranty, (d) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor, (e) Guarantor has not and will not, without the prior written consent of Creditor, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein, (f) upon Creditor's request, Guarantor will provide to Creditor financial and credit information in form acceptable to Creditor, and all such financial information which currently has been, and all future financial information which will be provided to Creditor is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided, (g) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Creditor and no event has occurred which may materially adversely affect Guarantor's financial condition, (h) Creditor has made no representation to Guarantor as to the creditworthiness of Debtor, (i) Guarantor has established adequate means of obtaining from Debtor on a continuing basis information regarding Debtor's financial condition, and Guarantor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Creditor shall have no obligation to disclose to Guarantor any information or documents acquired by Creditor in the course of its relationship with Debtor.

The Guarantor hereby expressly waives: (a) notice of the acceptance of this Guaranty, (b) notice of the existence or creation of all or any of the Liabilities, (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever, and (d) compliance by Creditor of any other applicable provisions of the Uniform Commercial Code.

The Guarantor also hereby expressly waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (a) any

“one action” or “anti-deficiency” law or any other law which may prevent Creditor from bringing any action, including a claim for deficiency, against Guarantor, before or after Creditor’s commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale, (b) any election of remedies by Creditor which destroys or otherwise adversely affects Guarantor’s subrogation rights or Guarantor’s rights to proceed against Debtor for reimbursement, including, without limitation to the generality of the foregoing, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying or discharging the indebtedness, (c) any disability or other defenses of Debtor, of any other guarantor, or of any other person, or by reason of the cessation of Debtor’s liability from any cause whatsoever, other than full satisfaction of the Liabilities, (e) any statute of limitations, if, at any time any action or suit brought by Creditor against Guarantor is commenced, there is outstanding indebtedness which is not barred by an applicable statute of limitations, or (f) any defenses given to guarantors at law or in equity other than actual satisfaction of the Liabilities. If payment is made by Debtor, whether voluntarily or otherwise, or by any third party, on the indebtedness evidenced by the Note, and thereafter Creditor is forced to remit the amount of such payment to Debtor’s trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or for the relief of debtors, the aforesaid indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor’s full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law.

Guarantor agrees that Creditor’s rights against Debtor with respect to satisfaction of the Liabilities are superior to any claim that Guarantor may now have or hereafter acquire against Debtor, whether or not Debtor becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Debtor, upon any account whatsoever, to any claim that Creditor may now or hereafter have against Debtor. In the event of insolvency and consequent liquidation of the assets of Debtor, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation or otherwise, the assets of Debtor applicable to the payment of the claims of both Creditor and Guarantor shall be paid to Creditor and shall be first applied by Creditor to satisfaction of the Liabilities. Guarantor does hereby assign to Creditor all claims which it may have or acquire against Debtor or against any assignee or trustee in bankruptcy of Debtor; provided, however, that such assignment shall be effective only for the purpose of assuring to Creditor full satisfaction of the Liabilities. If Creditor so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Debtor to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Creditor. Guarantor agrees, and Creditor is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Creditor deems necessary to perfect, preserve and enforce its rights under this Guaranty.

To secure the payment and performance of this Guaranty, the Guarantor hereby irrevocably authorizes any attorney of any court of record to appear for him in such court in term time or vacation, at any time hereafter, and confess a judgment without process against him in favor of the holder of this Guaranty for such sum as may appear to be unpaid and owing thereon, together with interest, costs and attorneys’ fees, and to waive and release all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

The Creditor may, without notice of any kind, sell, assign or transfer all or any of the Liabilities, and in such event each and every immediate and successive assignee, transferee, or holder of all or any of the Liabilities, shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits, but the Creditor shall have an unimpaired right, prior and superior to that of any such assignee, transferee or holder, to enforce this Guaranty for the benefit of the Creditor, as to so much of the Liabilities as it has not sold, assigned or transferred.

No delay on the part of the Creditor in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Creditor of any right or remedy shall preclude other or further exercise thereof of any other right or remedy.

This Guaranty shall be binding upon the Guarantor, and upon the heirs, legal representatives, successors and assigns of the Guarantor. If more than one party shall execute this Guaranty, the term "Guarantor" shall mean all parties executing this Guaranty.

This Guaranty has been made and delivered in the County of Cook, State of Illinois, and shall be governed by the laws of the State of Illinois. The Guarantor hereby submits, at the Creditor's option, to the exclusive jurisdiction and venue of any courts in the State of Illinois, with respect to any dispute, claim or suit, whether directly or indirectly arising out of or relating to this Guaranty or the Guarantor's rights or obligations hereunder, or under the Note. The Guarantor specifically waives the right to seek to transfer venue from the court in which any action has been filed by the Creditor against the Guarantor.

Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

GUARANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE CIRCUIT COURT OR FEDERAL COURT LOCATED WITHIN THE STATE OF ILLINOIS. GUARANTOR WAIVES, AT THE OPTION OF THE CREDITOR, TRIAL BY JURY AND WAIVES ANY OBJECTION BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS IN ANY ACTION OR PROCEEDING TO WHICH GUARANTOR AND THE CREDITOR MAY BE PARTIES ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO, THIS GUARANTY AND/OR THE NOTE AND/OR THE SECURITY AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS GUARANTY. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY GUARANTOR, AND GUARANTOR HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO, IN ANY WAY, MODIFY OR NULLIFY ITS EFFECT. GUARANTOR FURTHER REPRESENTS AND WARRANTS THAT HE HAS BEEN REPRESENTED IN THE SIGNING OF THIS GUARANTY AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF HIS OWN

FREE WILL, AND THAT HE HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

BY EXECUTING THIS GUARANTY IN THE SPACE PROVIDED BELOW, GUARANTOR ACKNOWLEDGES THAT HE HAS READ AND IS FAMILIAR WITH THE PROVISIONS HEREOF AND THAT, WHEN EXECUTED, ALL BLANK SPACES WERE COMPLETED.

[Remainder of page intentionally blank; Signature page follows]

[Signature Page to Personal Guaranty]

THE GUARANTOR ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, THE GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO CREDITOR. NO FORMAL ACCEPTANCE BY CREDITOR IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE.

THIS GUARANTY HAS BEEN SIGNED AND DELIVERED by the Guarantor at Berwyn, Illinois as of this ____ day of March, 2020.

JUAN GABRIEL PADILLA, *individually*

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Juan Gabriel Padilla, an individual, is the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged to me that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____.

NOTARY PUBLIC

My Commission Expires: _____

PERSONAL GUARANTY
(SALVADOR PLASCENCIA)

FOR VALUE RECEIVED and in consideration of a loan made to **LA PARRA, INC.**, an Illinois corporation, ("**LA PARRA**"), and **SALVADOR PLASCENCIA, JUAN GABRIEL PADILLA, JUAN FERNANDO MUÑOZ, ROSALBA MUÑOZ** and **ANA MUÑOZ**, each individually (collectively, the "**OWNERS**") (La Parra and the Owners shall be jointly and severally referred to hereinafter as the "**DEBTOR**") located at 6710 Cermak Rd., Berwyn, Illinois 60402, by the **BERWYN DEVELOPMENT CORPORATION**, an Illinois corporation (hereinafter, together with its successors and assigns, called the "**CREDITOR**"), evidenced and set forth in that certain Promissory Note, dated _____, in the principal amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) (the "**NOTE**"), the terms and conditions of which are hereby incorporated herein by reference, the undersigned, **SALVADOR PLASCENCIA**, an individual (referred to herein as "**GUARANTOR**") hereby unconditionally guarantees: (i) the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of all obligations of Debtor to the Creditor under the Note (the "**LIABILITIES**"), and the Guarantor further agrees to pay expenses (including reasonable attorneys' fees and legal expenses) paid or incurred by the Creditor in endeavoring to collect the Liabilities, or any part thereof, and enforce the terms of the Note, and in enforcing this Personal Guaranty (the "**GUARANTY**").

The Creditor may, without prior notice or demand, at any time when any amount shall be due and payable hereunder by the Guarantor, appropriate and apply toward the payment of such amount, and in such order of application as the Creditor may from time to time elect, any property, balances, credits, deposits, accounts or moneys of such Guarantor in the possession or control of the Creditor for any purpose.

The liability of the Guarantor hereunder shall be absolute and unconditional, and shall not be impaired or affected by any of the following acts or omissions whether occurring with or without the Guarantor's notice or knowledge or whether occurring before or after receipt by the Creditor of notice of termination of this Guaranty: (a) any extension, modification or renewal of, or indulgence with respect to, or substitutions for, the Liabilities or any part thereof or any agreement relating thereto at any time; (b) any failure or omission to enforce any right, power or remedy with respect to the Liabilities or any part thereof or any agreement relating thereto, or any collateral securing the Liabilities or any part thereof; (c) any waiver of any right, power or remedy or of any default with respect to the Liabilities or any part thereof or any agreement relating thereto or with respect to any collateral securing the Liabilities or any part thereof; (d) with or without consideration, any substitution for or any release, surrender, compromise, settlement, waiver, subordination, or modification of (i) any collateral securing the Liabilities or any part of any agreement relating thereto or with respect to any collateral securing the Liabilities or any part thereof; (ii) any other guaranties with respect to the Liabilities or any part thereof; or (iii) any other obligation of any person or entity with respect to the source of the payment of indebtedness other than the Liabilities, or any part thereof, or to amounts which are not covered by this Guaranty, even though the Creditor might lawfully have elected to apply such payments to any part or all of the Liabilities; (e) any payment or any part thereof, at any time applied by the Creditor to any of the Liabilities that is or must be rescinded or returned by the Creditor for any reason whatsoever (including without limitation, the insolvency, bankruptcy or reorganization of Debtor); (f) the Creditor's election of the application of section or sections of the Bankruptcy Code, 11 U.S.C. §101 *et seq.*, as amended from time to time (the "**BANKRUPTCY CODE**"); (g) any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code; or (h) the staying of any acceleration of the time of payment of any of the Liabilities of Debtor under the Bankruptcy Code or any similar law or order of court for the benefit of creditors.

The Creditor may, from time to time, without notice to the Guarantor, (a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligation hereunder; (b) retain or obtain the primary or secondary liability of any party or parties, in addition to the Guarantor, with respect to any of the Liabilities; (c) extend or renew the liabilities for any period (whether or not longer than the original period); (d) release or compromise any liability of any of the Guarantor hereunder, or any liability of any of the Liabilities; (e) release its security interest, if any, in all or any property securing any of the Liabilities or any obligation thereunder and permit any substitution or exchange for any such property; and (f) resort to the Guarantor's liability hereunder, whether or not the Creditor shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any other of the Guarantor or any other party primarily or secondarily liable on any of the Liabilities.

Guarantor agrees that this Guaranty is an absolute guaranty of payment and performance and is not a guaranty of collection. In order to proceed to enforce this Guaranty and hold the Guarantor liable hereunder, there shall be no obligation on the part of the Creditor, at any time, to resort for payment to the Debtor or any other guarantor, or to any other person or entity, or to any collateral, security, property, liens or other rights or remedies whatsoever, all of which are hereby expressly waived by the Guarantor.

Any amount received by the Creditor from whatsoever source and applied by it toward the payment of the Liabilities shall be applied in such order of application as the Creditor may from time to time elect.

The Guarantor represents and warrants to Creditor that (a) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty, (b) this Guaranty is executed at Debtor's and Guarantor's request and not at the request of Creditor, (c) Guarantor has full power, right and authority to enter into this Guaranty, (d) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor, (e) Guarantor has not and will not, without the prior written consent of Creditor, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein, (f) upon Creditor's request, Guarantor will provide to Creditor financial and credit information in form acceptable to Creditor, and all such financial information which currently has been, and all future financial information which will be provided to Creditor is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided, (g) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Creditor and no event has occurred which may materially adversely affect Guarantor's financial condition, (h) Creditor has made no representation to Guarantor as to the creditworthiness of Debtor, (i) Guarantor has established adequate means of obtaining from Debtor on a continuing basis information regarding Debtor's financial condition, and Guarantor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Creditor shall have no obligation to disclose to Guarantor any information or documents acquired by Creditor in the course of its relationship with Debtor.

The Guarantor hereby expressly waives: (a) notice of the acceptance of this Guaranty, (b) notice of the existence or creation of all or any of the Liabilities, (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever, and (d) compliance by Creditor of any other applicable provisions of the Uniform Commercial Code.

The Guarantor also hereby expressly waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (a) any

“one action” or “anti-deficiency” law or any other law which may prevent Creditor from bringing any action, including a claim for deficiency, against Guarantor, before or after Creditor’s commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale, (b) any election of remedies by Creditor which destroys or otherwise adversely affects Guarantor’s subrogation rights or Guarantor’s rights to proceed against Debtor for reimbursement, including, without limitation to the generality of the foregoing, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying or discharging the indebtedness, (c) any disability or other defenses of Debtor, of any other guarantor, or of any other person, or by reason of the cessation of Debtor’s liability from any cause whatsoever, other than full satisfaction of the Liabilities, (e) any statute of limitations, if, at any time any action or suit brought by Creditor against Guarantor is commenced, there is outstanding indebtedness which is not barred by an applicable statute of limitations, or (f) any defenses given to guarantors at law or in equity other than actual satisfaction of the Liabilities. If payment is made by Debtor, whether voluntarily or otherwise, or by any third party, on the indebtedness evidenced by the Note, and thereafter Creditor is forced to remit the amount of such payment to Debtor’s trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or for the relief of debtors, the aforesaid indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor’s full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law.

Guarantor agrees that Creditor’s rights against Debtor with respect to satisfaction of the Liabilities are superior to any claim that Guarantor may now have or hereafter acquire against Debtor, whether or not Debtor becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Debtor, upon any account whatsoever, to any claim that Creditor may now or hereafter have against Debtor. In the event of insolvency and consequent liquidation of the assets of Debtor, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation or otherwise, the assets of Debtor applicable to the payment of the claims of both Creditor and Guarantor shall be paid to Creditor and shall be first applied by Creditor to satisfaction of the Liabilities. Guarantor does hereby assign to Creditor all claims which it may have or acquire against Debtor or against any assignee or trustee in bankruptcy of Debtor; provided, however, that such assignment shall be effective only for the purpose of assuring to Creditor full satisfaction of the Liabilities. If Creditor so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Debtor to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Creditor. Guarantor agrees, and Creditor is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Creditor deems necessary to perfect, preserve and enforce its rights under this Guaranty.

To secure the payment and performance of this Guaranty, the Guarantor hereby irrevocably authorizes any attorney of any court of record to appear for him in such court in term time or vacation, at any time hereafter, and confess a judgment without process against him in favor of the holder of this Guaranty for such sum as may appear to be unpaid and owing thereon, together with interest, costs and attorneys’ fees, and to waive and release all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

The Creditor may, without notice of any kind, sell, assign or transfer all or any of the Liabilities, and in such event each and every immediate and successive assignee, transferee, or holder of all or any of the Liabilities, shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits, but the Creditor shall have an unimpaired right, prior and superior to that of any such assignee, transferee or holder, to enforce this Guaranty for the benefit of the Creditor, as to so much of the Liabilities as it has not sold, assigned or transferred.

No delay on the part of the Creditor in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Creditor of any right or remedy shall preclude other or further exercise thereof of any other right or remedy.

This Guaranty shall be binding upon the Guarantor, and upon the heirs, legal representatives, successors and assigns of the Guarantor. If more than one party shall execute this Guaranty, the term "Guarantor" shall mean all parties executing this Guaranty.

This Guaranty has been made and delivered in the County of Cook, State of Illinois, and shall be governed by the laws of the State of Illinois. The Guarantor hereby submits, at the Creditor's option, to the exclusive jurisdiction and venue of any courts in the State of Illinois, with respect to any dispute, claim or suit, whether directly or indirectly arising out of or relating to this Guaranty or the Guarantor's rights or obligations hereunder, or under the Note. The Guarantor specifically waives the right to seek to transfer venue from the court in which any action has been filed by the Creditor against the Guarantor.

Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

GUARANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE CIRCUIT COURT OR FEDERAL COURT LOCATED WITHIN THE STATE OF ILLINOIS. GUARANTOR WAIVES, AT THE OPTION OF THE CREDITOR, TRIAL BY JURY AND WAIVES ANY OBJECTION BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS IN ANY ACTION OR PROCEEDING TO WHICH GUARANTOR AND THE CREDITOR MAY BE PARTIES ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO, THIS GUARANTY AND/OR THE NOTE AND/OR THE SECURITY AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS GUARANTY. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY GUARANTOR, AND GUARANTOR HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO, IN ANY WAY, MODIFY OR NULLIFY ITS EFFECT. GUARANTOR FURTHER REPRESENTS AND WARRANTS THAT HE HAS BEEN REPRESENTED IN THE SIGNING OF THIS GUARANTY AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF HIS OWN

FREE WILL, AND THAT HE HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

BY EXECUTING THIS GUARANTY IN THE SPACE PROVIDED BELOW, GUARANTOR ACKNOWLEDGES THAT HE HAS READ AND IS FAMILIAR WITH THE PROVISIONS HEREOF AND THAT, WHEN EXECUTED, ALL BLANK SPACES WERE COMPLETED.

[Remainder of page intentionally blank; Signature page follows]

[Signature Page to Personal Guaranty]

THE GUARANTOR ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, THE GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO CREDITOR. NO FORMAL ACCEPTANCE BY CREDITOR IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE.

THIS GUARANTY HAS BEEN SIGNED AND DELIVERED by the Guarantor at Berwyn, Illinois as of this ____ day of March, 2020.

SALVADOR PLASCENCIA, individually

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Salvador Plascencia, an individual, is the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged to me that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____.

NOTARY PUBLIC

My Commission Expires: _____

PERSONAL GUARANTY
(ANA MUÑOZ)

FOR VALUE RECEIVED and in consideration of a loan made to **LA PARRA, INC.**, an Illinois corporation, ("**LA PARRA**"), and **SALVADOR PLASCENCIA, JUAN GABRIEL PADILLA, JUAN FERNANDO MUÑOZ, ROSALBA MUÑOZ** and **ANA MUÑOZ**, each individually (collectively, the "**OWNERS**") (La Parra and the Owners shall be jointly and severally referred to hereinafter as the "**DEBTOR**") located at 6710 Cermak Rd., Berwyn, Illinois 60402, by the **BERWYN DEVELOPMENT CORPORATION**, an Illinois corporation (hereinafter, together with its successors and assigns, called the "**CREDITOR**"), evidenced and set forth in that certain Promissory Note, dated _____, in the principal amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) (the "**NOTE**"), the terms and conditions of which are hereby incorporated herein by reference, the undersigned, **ANA MUÑOZ**, an individual (referred to herein as "**GUARANTOR**") hereby unconditionally guarantees: (i) the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of all obligations of Debtor to the Creditor under the Note (the "**LIABILITIES**"), and the Guarantor further agrees to pay expenses (including reasonable attorneys' fees and legal expenses) paid or incurred by the Creditor in endeavoring to collect the Liabilities, or any part thereof, and enforce the terms of the Note, and in enforcing this Personal Guaranty (the "**GUARANTY**").

The Creditor may, without prior notice or demand, at any time when any amount shall be due and payable hereunder by the Guarantor, appropriate and apply toward the payment of such amount, and in such order of application as the Creditor may from time to time elect, any property, balances, credits, deposits, accounts or moneys of such Guarantor in the possession or control of the Creditor for any purpose.

The liability of the Guarantor hereunder shall be absolute and unconditional, and shall not be impaired or affected by any of the following acts or omissions whether occurring with or without the Guarantor's notice or knowledge or whether occurring before or after receipt by the Creditor of notice of termination of this Guaranty: (a) any extension, modification or renewal of, or indulgence with respect to, or substitutions for, the Liabilities or any part thereof or any agreement relating thereto at any time; (b) any failure or omission to enforce any right, power or remedy with respect to the Liabilities or any part thereof or any agreement relating thereto, or any collateral securing the Liabilities or any part thereof; (c) any waiver of any right, power or remedy or of any default with respect to the Liabilities or any part thereof or any agreement relating thereto or with respect to any collateral securing the Liabilities or any part thereof; (d) with or without consideration, any substitution for or any release, surrender, compromise, settlement, waiver, subordination, or modification of (i) any collateral securing the Liabilities or any part of any agreement relating thereto or with respect to any collateral securing the Liabilities or any part thereof; (ii) any other guaranties with respect to the Liabilities or any part thereof; or (iii) any other obligation of any person or entity with respect to the source of the payment of indebtedness other than the Liabilities, or any part thereof, or to amounts which are not covered by this Guaranty, even though the Creditor might lawfully have elected to apply such payments to any part or all of the Liabilities; (e) any payment or any part thereof, at any time applied by the Creditor to any of the Liabilities that is or must be rescinded or returned by the Creditor for any reason whatsoever (including without limitation, the insolvency, bankruptcy or reorganization of Debtor); (f) the Creditor's election of the application of section or sections of the Bankruptcy Code, 11 U.S.C. §101 *et seq.*, as amended from time to time (the "**BANKRUPTCY CODE**"); (g) any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code; or (h) the staying of any acceleration of the time of payment of any of the Liabilities of Debtor under the Bankruptcy Code or any similar law or order of court for the benefit of creditors.

The Creditor may, from time to time, without notice to the Guarantor, (a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligation hereunder; (b) retain or obtain the primary or secondary liability of any party or parties, in addition to the Guarantor, with respect to any of the Liabilities; (c) extend or renew the liabilities for any period (whether or not longer than the original period); (d) release or compromise any liability of any of the Guarantor hereunder, or any liability of any of the Liabilities; (e) release its security interest, if any, in all or any property securing any of the Liabilities or any obligation thereunder and permit any substitution or exchange for any such property; and (f) resort to the Guarantor's liability hereunder, whether or not the Creditor shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any other of the Guarantor or any other party primarily or secondarily liable on any of the Liabilities.

Guarantor agrees that this Guaranty is an absolute guaranty of payment and performance and is not a guaranty of collection. In order to proceed to enforce this Guaranty and hold the Guarantor liable hereunder, there shall be no obligation on the part of the Creditor, at any time, to resort for payment to the Debtor or any other guarantor, or to any other person or entity, or to any collateral, security, property, liens or other rights or remedies whatsoever, all of which are hereby expressly waived by the Guarantor.

Any amount received by the Creditor from whatsoever source and applied by it toward the payment of the Liabilities shall be applied in such order of application as the Creditor may from time to time elect.

The Guarantor represents and warrants to Creditor that (a) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty, (b) this Guaranty is executed at Debtor's and Guarantor's request and not at the request of Creditor, (c) Guarantor has full power, right and authority to enter into this Guaranty, (d) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor, (e) Guarantor has not and will not, without the prior written consent of Creditor, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein, (f) upon Creditor's request, Guarantor will provide to Creditor financial and credit information in form acceptable to Creditor, and all such financial information which currently has been, and all future financial information which will be provided to Creditor is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided, (g) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Creditor and no event has occurred which may materially adversely affect Guarantor's financial condition, (h) Creditor has made no representation to Guarantor as to the creditworthiness of Debtor, (i) Guarantor has established adequate means of obtaining from Debtor on a continuing basis information regarding Debtor's financial condition, and Guarantor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Creditor shall have no obligation to disclose to Guarantor any information or documents acquired by Creditor in the course of its relationship with Debtor.

The Guarantor hereby expressly waives: (a) notice of the acceptance of this Guaranty, (b) notice of the existence or creation of all or any of the Liabilities, (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever, and (d) compliance by Creditor of any other applicable provisions of the Uniform Commercial Code.

The Guarantor also hereby expressly waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (a) any

“one action” or “anti-deficiency” law or any other law which may prevent Creditor from bringing any action, including a claim for deficiency, against Guarantor, before or after Creditor’s commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale, (b) any election of remedies by Creditor which destroys or otherwise adversely affects Guarantor’s subrogation rights or Guarantor’s rights to proceed against Debtor for reimbursement, including, without limitation to the generality of the foregoing, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying or discharging the indebtedness, (c) any disability or other defenses of Debtor, of any other guarantor, or of any other person, or by reason of the cessation of Debtor’s liability from any cause whatsoever, other than full satisfaction of the Liabilities, (e) any statute of limitations, if, at any time any action or suit brought by Creditor against Guarantor is commenced, there is outstanding indebtedness which is not barred by an applicable statute of limitations, or (f) any defenses given to guarantors at law or in equity other than actual satisfaction of the Liabilities. If payment is made by Debtor, whether voluntarily or otherwise, or by any third party, on the indebtedness evidenced by the Note, and thereafter Creditor is forced to remit the amount of such payment to Debtor’s trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or for the relief of debtors, the aforesaid indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor’s full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law.

Guarantor agrees that Creditor’s rights against Debtor with respect to satisfaction of the Liabilities are superior to any claim that Guarantor may now have or hereafter acquire against Debtor, whether or not Debtor becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Debtor, upon any account whatsoever, to any claim that Creditor may now or hereafter have against Debtor. In the event of insolvency and consequent liquidation of the assets of Debtor, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation or otherwise, the assets of Debtor applicable to the payment of the claims of both Creditor and Guarantor shall be paid to Creditor and shall be first applied by Creditor to satisfaction of the Liabilities. Guarantor does hereby assign to Creditor all claims which it may have or acquire against Debtor or against any assignee or trustee in bankruptcy of Debtor; provided, however, that such assignment shall be effective only for the purpose of assuring to Creditor full satisfaction of the Liabilities. If Creditor so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Debtor to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Creditor. Guarantor agrees, and Creditor is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Creditor deems necessary to perfect, preserve and enforce its rights under this Guaranty.

To secure the payment and performance of this Guaranty, the Guarantor hereby irrevocably authorizes any attorney of any court of record to appear for him in such court in term time or vacation, at any time hereafter, and confess a judgment without process against him in favor of the holder of this Guaranty for such sum as may appear to be unpaid and owing thereon, together with interest, costs and attorneys’ fees, and to waive and release all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

The Creditor may, without notice of any kind, sell, assign or transfer all or any of the Liabilities, and in such event each and every immediate and successive assignee, transferee, or holder of all or any of the Liabilities, shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits, but the Creditor shall have an unimpaired right, prior and superior to that of any such assignee, transferee or holder, to enforce this Guaranty for the benefit of the Creditor, as to so much of the Liabilities as it has not sold, assigned or transferred.

No delay on the part of the Creditor in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Creditor of any right or remedy shall preclude other or further exercise thereof of any other right or remedy.

This Guaranty shall be binding upon the Guarantor, and upon the heirs, legal representatives, successors and assigns of the Guarantor. If more than one party shall execute this Guaranty, the term "Guarantor" shall mean all parties executing this Guaranty.

This Guaranty has been made and delivered in the County of Cook, State of Illinois, and shall be governed by the laws of the State of Illinois. The Guarantor hereby submits, at the Creditor's option, to the exclusive jurisdiction and venue of any courts in the State of Illinois, with respect to any dispute, claim or suit, whether directly or indirectly arising out of or relating to this Guaranty or the Guarantor's rights or obligations hereunder, or under the Note. The Guarantor specifically waives the right to seek to transfer venue from the court in which any action has been filed by the Creditor against the Guarantor.

Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

GUARANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE CIRCUIT COURT OR FEDERAL COURT LOCATED WITHIN THE STATE OF ILLINOIS. GUARANTOR WAIVES, AT THE OPTION OF THE CREDITOR, TRIAL BY JURY AND WAIVES ANY OBJECTION BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS IN ANY ACTION OR PROCEEDING TO WHICH GUARANTOR AND THE CREDITOR MAY BE PARTIES ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO, THIS GUARANTY AND/OR THE NOTE AND/OR THE SECURITY AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS GUARANTY. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY GUARANTOR, AND GUARANTOR HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO, IN ANY WAY, MODIFY OR NULLIFY ITS EFFECT. GUARANTOR FURTHER REPRESENTS AND WARRANTS THAT HE HAS BEEN REPRESENTED IN THE SIGNING OF THIS GUARANTY AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF HIS OWN

FREE WILL, AND THAT HE HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

BY EXECUTING THIS GUARANTY IN THE SPACE PROVIDED BELOW, GUARANTOR ACKNOWLEDGES THAT HE HAS READ AND IS FAMILIAR WITH THE PROVISIONS HEREOF AND THAT, WHEN EXECUTED, ALL BLANK SPACES WERE COMPLETED.

[Remainder of page intentionally blank; Signature page follows]

[Signature Page to Personal Guaranty]

THE GUARANTOR ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, THE GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO CREDITOR. NO FORMAL ACCEPTANCE BY CREDITOR IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE.

THIS GUARANTY HAS BEEN SIGNED AND DELIVERED by the Guarantor at Berwyn, Illinois as of this ____ day of March, 2020.

ANA MUÑOZ, *individually*

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ana Muñoz, an individual, is the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged to me that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____.

NOTARY PUBLIC

My Commission Expires: _____

PERSONAL GUARANTY
(JUAN FERNANDO MUÑOZ)

FOR VALUE RECEIVED and in consideration of a loan made to **LA PARRA, INC.**, an Illinois corporation, (“**LA PARRA**”), and **SALVADOR PLASCENCIA, JUAN GABRIEL PADILLA, JUAN FERNANDO MUÑOZ, ROSALBA MUÑOZ** and **ANA MUÑOZ**, each individually (collectively, the “**OWNERS**”) (La Parra and the Owners shall be jointly and severally referred to hereinafter as the “**DEBTOR**”) located at 6710 Cermak Rd., Berwyn, Illinois 60402, by the **BERWYN DEVELOPMENT CORPORATION**, an Illinois corporation (hereinafter, together with its successors and assigns, called the “**CREDITOR**”), evidenced and set forth in that certain Promissory Note, dated _____, in the principal amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) (the “**NOTE**”), the terms and conditions of which are hereby incorporated herein by reference, the undersigned, **JUAN FERNANDO MUÑOZ**, an individual (referred to herein as “**GUARANTOR**”) hereby unconditionally guarantees: (i) the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of all obligations of Debtor to the Creditor under the Note (the “**LIABILITIES**”), and the Guarantor further agrees to pay expenses (including reasonable attorneys’ fees and legal expenses) paid or incurred by the Creditor in endeavoring to collect the Liabilities, or any part thereof, and enforce the terms of the Note, and in enforcing this Personal Guaranty (the “**GUARANTY**”).

The Creditor may, without prior notice or demand, at any time when any amount shall be due and payable hereunder by the Guarantor, appropriate and apply toward the payment of such amount, and in such order of application as the Creditor may from time to time elect, any property, balances, credits, deposits, accounts or moneys of such Guarantor in the possession or control of the Creditor for any purpose.

The liability of the Guarantor hereunder shall be absolute and unconditional, and shall not be impaired or affected by any of the following acts or omissions whether occurring with or without the Guarantor’s notice or knowledge or whether occurring before or after receipt by the Creditor of notice of termination of this Guaranty: (a) any extension, modification or renewal of, or indulgence with respect to, or substitutions for, the Liabilities or any part thereof or any agreement relating thereto at any time; (b) any failure or omission to enforce any right, power or remedy with respect to the Liabilities or any part thereof or any agreement relating thereto, or any collateral securing the Liabilities or any part thereof; (c) any waiver of any right, power or remedy or of any default with respect to the Liabilities or any part thereof or any agreement relating thereto or with respect to any collateral securing the Liabilities or any part thereof; (d) with or without consideration, any substitution for or any release, surrender, compromise, settlement, waiver, subordination, or modification of (i) any collateral securing the Liabilities or any part of any agreement relating thereto or with respect to any collateral securing the Liabilities or any part thereof; (ii) any other guaranties with respect to the Liabilities or any part thereof; or (iii) any other obligation of any person or entity with respect to the source of the payment of indebtedness other than the Liabilities, or any part thereof, or to amounts which are not covered by this Guaranty, even though the Creditor might lawfully have elected to apply such payments to any part or all of the Liabilities; (e) any payment or any part thereof, at any time applied by the Creditor to any of the Liabilities that is or must be rescinded or returned by the Creditor for any reason whatsoever (including without limitation, the insolvency, bankruptcy or reorganization of Debtor); (f) the Creditor’s election of the application of section or sections of the Bankruptcy Code, 11 U.S.C. §101 *et seq.*, as amended from time to time (the “**BANKRUPTCY CODE**”); (g) any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code; or (h) the staying of any acceleration of the time of payment of any of the Liabilities of Debtor under the Bankruptcy Code or any similar law or order of court for the benefit of creditors.

The Creditor may, from time to time, without notice to the Guarantor, (a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligation hereunder; (b) retain or obtain the primary or secondary liability of any party or parties, in addition to the Guarantor, with respect to any of the Liabilities; (c) extend or renew the liabilities for any period (whether or not longer than the original period); (d) release or compromise any liability of any of the Guarantor hereunder, or any liability of any of the Liabilities; (e) release its security interest, if any, in all or any property securing any of the Liabilities or any obligation thereunder and permit any substitution or exchange for any such property; and (f) resort to the Guarantor's liability hereunder, whether or not the Creditor shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any other of the Guarantor or any other party primarily or secondarily liable on any of the Liabilities.

Guarantor agrees that this Guaranty is an absolute guaranty of payment and performance and is not a guaranty of collection. In order to proceed to enforce this Guaranty and hold the Guarantor liable hereunder, there shall be no obligation on the part of the Creditor, at any time, to resort for payment to the Debtor or any other guarantor, or to any other person or entity, or to any collateral, security, property, liens or other rights or remedies whatsoever, all of which are hereby expressly waived by the Guarantor.

Any amount received by the Creditor from whatsoever source and applied by it toward the payment of the Liabilities shall be applied in such order of application as the Creditor may from time to time elect.

The Guarantor represents and warrants to Creditor that (a) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty, (b) this Guaranty is executed at Debtor's and Guarantor's request and not at the request of Creditor, (c) Guarantor has full power, right and authority to enter into this Guaranty, (d) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor, (e) Guarantor has not and will not, without the prior written consent of Creditor, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein, (f) upon Creditor's request, Guarantor will provide to Creditor financial and credit information in form acceptable to Creditor, and all such financial information which currently has been, and all future financial information which will be provided to Creditor is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided, (g) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Creditor and no event has occurred which may materially adversely affect Guarantor's financial condition, (h) Creditor has made no representation to Guarantor as to the creditworthiness of Debtor, (i) Guarantor has established adequate means of obtaining from Debtor on a continuing basis information regarding Debtor's financial condition, and Guarantor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Creditor shall have no obligation to disclose to Guarantor any information or documents acquired by Creditor in the course of its relationship with Debtor.

The Guarantor hereby expressly waives: (a) notice of the acceptance of this Guaranty, (b) notice of the existence or creation of all or any of the Liabilities, (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever, and (d) compliance by Creditor of any other applicable provisions of the Uniform Commercial Code.

The Guarantor also hereby expressly waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (a) any

“one action” or “anti-deficiency” law or any other law which may prevent Creditor from bringing any action, including a claim for deficiency, against Guarantor, before or after Creditor’s commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale, (b) any election of remedies by Creditor which destroys or otherwise adversely affects Guarantor’s subrogation rights or Guarantor’s rights to proceed against Debtor for reimbursement, including, without limitation to the generality of the foregoing, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying or discharging the indebtedness, (c) any disability or other defenses of Debtor, of any other guarantor, or of any other person, or by reason of the cessation of Debtor’s liability from any cause whatsoever, other than full satisfaction of the Liabilities, (e) any statute of limitations, if, at any time any action or suit brought by Creditor against Guarantor is commenced, there is outstanding indebtedness which is not barred by an applicable statute of limitations, or (f) any defenses given to guarantors at law or in equity other than actual satisfaction of the Liabilities. If payment is made by Debtor, whether voluntarily or otherwise, or by any third party, on the indebtedness evidenced by the Note, and thereafter Creditor is forced to remit the amount of such payment to Debtor’s trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or for the relief of debtors, the aforesaid indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

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Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor’s full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law.

Guarantor agrees that Creditor’s rights against Debtor with respect to satisfaction of the Liabilities are superior to any claim that Guarantor may now have or hereafter acquire against Debtor, whether or not Debtor becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Debtor, upon any account whatsoever, to any claim that Creditor may now or hereafter have against Debtor. In the event of insolvency and consequent liquidation of the assets of Debtor, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation or otherwise, the assets of Debtor applicable to the payment of the claims of both Creditor and Guarantor shall be paid to Creditor and shall be first applied by Creditor to satisfaction of the Liabilities. Guarantor does hereby assign to Creditor all claims which it may have or acquire against Debtor or against any assignee or trustee in bankruptcy of Debtor; provided, however, that such assignment shall be effective only for the purpose of assuring to Creditor full satisfaction of the Liabilities. If Creditor so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Debtor to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Creditor. Guarantor agrees, and Creditor is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Creditor deems necessary to perfect, preserve and enforce its rights under this Guaranty.

To secure the payment and performance of this Guaranty, the Guarantor hereby irrevocably authorizes any attorney of any court of record to appear for him in such court in term time or vacation, at any time hereafter, and confess a judgment without process against him in favor of the holder of this Guaranty for such sum as may appear to be unpaid and owing thereon, together with interest, costs and attorneys’ fees, and to waive and release all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

The Creditor may, without notice of any kind, sell, assign or transfer all or any of the Liabilities, and in such event each and every immediate and successive assignee, transferee, or holder of all or any of the Liabilities, shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits, but the Creditor shall have an unimpaired right, prior and superior to that of any such assignee, transferee or holder, to enforce this Guaranty for the benefit of the Creditor, as to so much of the Liabilities as it has not sold, assigned or transferred.

No delay on the part of the Creditor in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Creditor of any right or remedy shall preclude other or further exercise thereof of any other right or remedy.

This Guaranty shall be binding upon the Guarantor, and upon the heirs, legal representatives, successors and assigns of the Guarantor. If more than one party shall execute this Guaranty, the term "Guarantor" shall mean all parties executing this Guaranty.

This Guaranty has been made and delivered in the County of Cook, State of Illinois, and shall be governed by the laws of the State of Illinois. The Guarantor hereby submits, at the Creditor's option, to the exclusive jurisdiction and venue of any courts in the State of Illinois, with respect to any dispute, claim or suit, whether directly or indirectly arising out of or relating to this Guaranty or the Guarantor's rights or obligations hereunder, or under the Note. The Guarantor specifically waives the right to seek to transfer venue from the court in which any action has been filed by the Creditor against the Guarantor.

Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

GUARANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE CIRCUIT COURT OR FEDERAL COURT LOCATED WITHIN THE STATE OF ILLINOIS. GUARANTOR WAIVES, AT THE OPTION OF THE CREDITOR, TRIAL BY JURY AND WAIVES ANY OBJECTION BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS IN ANY ACTION OR PROCEEDING TO WHICH GUARANTOR AND THE CREDITOR MAY BE PARTIES ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO, THIS GUARANTY AND/OR THE NOTE AND/OR THE SECURITY AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS GUARANTY. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY GUARANTOR, AND GUARANTOR HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO, IN ANY WAY, MODIFY OR NULLIFY ITS EFFECT. GUARANTOR FURTHER REPRESENTS AND WARRANTS THAT HE HAS BEEN REPRESENTED IN THE SIGNING OF THIS GUARANTY AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF HIS OWN

FREE WILL, AND THAT HE HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

BY EXECUTING THIS GUARANTY IN THE SPACE PROVIDED BELOW, GUARANTOR ACKNOWLEDGES THAT HE HAS READ AND IS FAMILIAR WITH THE PROVISIONS HEREOF AND THAT, WHEN EXECUTED, ALL BLANK SPACES WERE COMPLETED.

[Remainder of page intentionally blank; Signature page follows]

[Signature Page to Personal Guaranty]

THE GUARANTOR ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, THE GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO CREDITOR. NO FORMAL ACCEPTANCE BY CREDITOR IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE.

THIS GUARANTY HAS BEEN SIGNED AND DELIVERED by the Guarantor at Berwyn, Illinois as of this ____ day of March, 2020.

JUAN FERNANDO MUÑOZ, individually

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Juan Fernando Muñoz, an individual, is the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged to me that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____.

NOTARY PUBLIC

My Commission Expires: _____

PERSONAL GUARANTY
(ROSALBA MUÑOZ)

FOR VALUE RECEIVED and in consideration of a loan made to **LA PARRA, INC.**, an Illinois corporation, ("**LA PARRA**"), and **SALVADOR PLASCENCIA, JUAN GABRIEL PADILLA, JUAN FERNANDO MUÑOZ, ROSALBA MUÑOZ** and **ANA MUÑOZ**, each individually (collectively, the "**OWNERS**") (La Parra and the Owners shall be jointly and severally referred to hereinafter as the "**DEBTOR**") located at 6710 Cermak Rd., Berwyn, Illinois 60402, by the **BERWYN DEVELOPMENT CORPORATION**, an Illinois corporation (hereinafter, together with its successors and assigns, called the "**CREDITOR**"), evidenced and set forth in that certain Promissory Note, dated _____, in the principal amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) (the "**NOTE**"), the terms and conditions of which are hereby incorporated herein by reference, the undersigned, **ROSALBA MUÑOZ**, an individual (referred to herein as "**GUARANTOR**") hereby unconditionally guarantees: (i) the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of all obligations of Debtor to the Creditor under the Note (the "**LIABILITIES**"), and the Guarantor further agrees to pay expenses (including reasonable attorneys' fees and legal expenses) paid or incurred by the Creditor in endeavoring to collect the Liabilities, or any part thereof, and enforce the terms of the Note, and in enforcing this Personal Guaranty (the "**GUARANTY**").

The Creditor may, without prior notice or demand, at any time when any amount shall be due and payable hereunder by the Guarantor, appropriate and apply toward the payment of such amount, and in such order of application as the Creditor may from time to time elect, any property, balances, credits, deposits, accounts or moneys of such Guarantor in the possession or control of the Creditor for any purpose.

The liability of the Guarantor hereunder shall be absolute and unconditional, and shall not be impaired or affected by any of the following acts or omissions whether occurring with or without the Guarantor's notice or knowledge or whether occurring before or after receipt by the Creditor of notice of termination of this Guaranty: (a) any extension, modification or renewal of, or indulgence with respect to, or substitutions for, the Liabilities or any part thereof or any agreement relating thereto at any time; (b) any failure or omission to enforce any right, power or remedy with respect to the Liabilities or any part thereof or any agreement relating thereto, or any collateral securing the Liabilities or any part thereof; (c) any waiver of any right, power or remedy or of any default with respect to the Liabilities or any part thereof or any agreement relating thereto or with respect to any collateral securing the Liabilities or any part thereof; (d) with or without consideration, any substitution for or any release, surrender, compromise, settlement, waiver, subordination, or modification of (i) any collateral securing the Liabilities or any part of any agreement relating thereto or with respect to any collateral securing the Liabilities or any part thereof; (ii) any other guaranties with respect to the Liabilities or any part thereof; or (iii) any other obligation of any person or entity with respect to the source of the payment of indebtedness other than the Liabilities, or any part thereof, or to amounts which are not covered by this Guaranty, even though the Creditor might lawfully have elected to apply such payments to any part or all of the Liabilities; (e) any payment or any part thereof, at any time applied by the Creditor to any of the Liabilities that is or must be rescinded or returned by the Creditor for any reason whatsoever (including without limitation, the insolvency, bankruptcy or reorganization of Debtor); (f) the Creditor's election of the application of section or sections of the Bankruptcy Code, 11 U.S.C. §101 *et seq.*, as amended from time to time (the "**BANKRUPTCY CODE**"); (g) any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code; or (h) the staying of any acceleration of the time of payment of any of the Liabilities of Debtor under the Bankruptcy Code or any similar law or order of court for the benefit of creditors.

The Creditor may, from time to time, without notice to the Guarantor, (a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligation hereunder; (b) retain or obtain the primary or secondary liability of any party or parties, in addition to the Guarantor, with respect to any of the Liabilities; (c) extend or renew the liabilities for any period (whether or not longer than the original period); (d) release or compromise any liability of any of the Guarantor hereunder, or any liability of any of the Liabilities; (e) release its security interest, if any, in all or any property securing any of the Liabilities or any obligation thereunder and permit any substitution or exchange for any such property; and (f) resort to the Guarantor's liability hereunder, whether or not the Creditor shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any other of the Guarantor or any other party primarily or secondarily liable on any of the Liabilities.

Guarantor agrees that this Guaranty is an absolute guaranty of payment and performance and is not a guaranty of collection. In order to proceed to enforce this Guaranty and hold the Guarantor liable hereunder, there shall be no obligation on the part of the Creditor, at any time, to resort for payment to the Debtor or any other guarantor, or to any other person or entity, or to any collateral, security, property, liens or other rights or remedies whatsoever, all of which are hereby expressly waived by the Guarantor.

Any amount received by the Creditor from whatsoever source and applied by it toward the payment of the Liabilities shall be applied in such order of application as the Creditor may from time to time elect.

The Guarantor represents and warrants to Creditor that (a) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty, (b) this Guaranty is executed at Debtor's and Guarantor's request and not at the request of Creditor, (c) Guarantor has full power, right and authority to enter into this Guaranty, (d) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor, (e) Guarantor has not and will not, without the prior written consent of Creditor, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein, (f) upon Creditor's request, Guarantor will provide to Creditor financial and credit information in form acceptable to Creditor, and all such financial information which currently has been, and all future financial information which will be provided to Creditor is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided, (g) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Creditor and no event has occurred which may materially adversely affect Guarantor's financial condition, (h) Creditor has made no representation to Guarantor as to the creditworthiness of Debtor, (i) Guarantor has established adequate means of obtaining from Debtor on a continuing basis information regarding Debtor's financial condition, and Guarantor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Creditor shall have no obligation to disclose to Guarantor any information or documents acquired by Creditor in the course of its relationship with Debtor.

The Guarantor hereby expressly waives: (a) notice of the acceptance of this Guaranty, (b) notice of the existence or creation of all or any of the Liabilities, (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever, and (d) compliance by Creditor of any other applicable provisions of the Uniform Commercial Code.

The Guarantor also hereby expressly waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (a) any

“one action” or “anti-deficiency” law or any other law which may prevent Creditor from bringing any action, including a claim for deficiency, against Guarantor, before or after Creditor’s commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale, (b) any election of remedies by Creditor which destroys or otherwise adversely affects Guarantor’s subrogation rights or Guarantor’s rights to proceed against Debtor for reimbursement, including, without limitation to the generality of the foregoing, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying or discharging the indebtedness, (c) any disability or other defenses of Debtor, of any other guarantor, or of any other person, or by reason of the cessation of Debtor’s liability from any cause whatsoever, other than full satisfaction of the Liabilities, (e) any statute of limitations, if, at any time any action or suit brought by Creditor against Guarantor is commenced, there is outstanding indebtedness which is not barred by an applicable statute of limitations, or (f) any defenses given to guarantors at law or in equity other than actual satisfaction of the Liabilities. If payment is made by Debtor, whether voluntarily or otherwise, or by any third party, on the indebtedness evidenced by the Note, and thereafter Creditor is forced to remit the amount of such payment to Debtor’s trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or for the relief of debtors, the aforesaid indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor’s full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law.

Guarantor agrees that Creditor’s rights against Debtor with respect to satisfaction of the Liabilities are superior to any claim that Guarantor may now have or hereafter acquire against Debtor, whether or not Debtor becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Debtor, upon any account whatsoever, to any claim that Creditor may now or hereafter have against Debtor. In the event of insolvency and consequent liquidation of the assets of Debtor, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation or otherwise, the assets of Debtor applicable to the payment of the claims of both Creditor and Guarantor shall be paid to Creditor and shall be first applied by Creditor to satisfaction of the Liabilities. Guarantor does hereby assign to Creditor all claims which it may have or acquire against Debtor or against any assignee or trustee in bankruptcy of Debtor; provided, however, that such assignment shall be effective only for the purpose of assuring to Creditor full satisfaction of the Liabilities. If Creditor so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Debtor to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Creditor. Guarantor agrees, and Creditor is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Creditor deems necessary to perfect, preserve and enforce its rights under this Guaranty.

To secure the payment and performance of this Guaranty, the Guarantor hereby irrevocably authorizes any attorney of any court of record to appear for him in such court in term time or vacation, at any time hereafter, and confess a judgment without process against him in favor of the holder of this Guaranty for such sum as may appear to be unpaid and owing thereon, together with interest, costs and attorneys’ fees, and to waive and release all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

The Creditor may, without notice of any kind, sell, assign or transfer all or any of the Liabilities, and in such event each and every immediate and successive assignee, transferee, or holder of all or any of the Liabilities, shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits, but the Creditor shall have an unimpaired right, prior and superior to that of any such assignee, transferee or holder, to enforce this Guaranty for the benefit of the Creditor, as to so much of the Liabilities as it has not sold, assigned or transferred.

No delay on the part of the Creditor in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Creditor of any right or remedy shall preclude other or further exercise thereof of any other right or remedy.

This Guaranty shall be binding upon the Guarantor, and upon the heirs, legal representatives, successors and assigns of the Guarantor. If more than one party shall execute this Guaranty, the term "Guarantor" shall mean all parties executing this Guaranty.

This Guaranty has been made and delivered in the County of Cook, State of Illinois, and shall be governed by the laws of the State of Illinois. The Guarantor hereby submits, at the Creditor's option, to the exclusive jurisdiction and venue of any courts in the State of Illinois, with respect to any dispute, claim or suit, whether directly or indirectly arising out of or relating to this Guaranty or the Guarantor's rights or obligations hereunder, or under the Note. The Guarantor specifically waives the right to seek to transfer venue from the court in which any action has been filed by the Creditor against the Guarantor.

Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

GUARANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE CIRCUIT COURT OR FEDERAL COURT LOCATED WITHIN THE STATE OF ILLINOIS. GUARANTOR WAIVES, AT THE OPTION OF THE CREDITOR, TRIAL BY JURY AND WAIVES ANY OBJECTION BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS IN ANY ACTION OR PROCEEDING TO WHICH GUARANTOR AND THE CREDITOR MAY BE PARTIES ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO, THIS GUARANTY AND/OR THE NOTE AND/OR THE SECURITY AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS GUARANTY. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY GUARANTOR, AND GUARANTOR HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO, IN ANY WAY, MODIFY OR NULLIFY ITS EFFECT. GUARANTOR FURTHER REPRESENTS AND WARRANTS THAT HE HAS BEEN REPRESENTED IN THE SIGNING OF THIS GUARANTY AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF HIS OWN

FREE WILL, AND THAT HE HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

BY EXECUTING THIS GUARANTY IN THE SPACE PROVIDED BELOW, GUARANTOR ACKNOWLEDGES THAT HE HAS READ AND IS FAMILIAR WITH THE PROVISIONS HEREOF AND THAT, WHEN EXECUTED, ALL BLANK SPACES WERE COMPLETED.

[Remainder of page intentionally blank; Signature page follows]

[Signature Page to Personal Guaranty]

THE GUARANTOR ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, THE GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO CREDITOR. NO FORMAL ACCEPTANCE BY CREDITOR IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE.

THIS GUARANTY HAS BEEN SIGNED AND DELIVERED by the Guarantor at Berwyn, Illinois as of this ____ day of March, 2020.

ROSALBA MUÑOZ, *individually*

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rosalba Muñoz, an individual, is the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged to me that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____.

NOTARY PUBLIC

My Commission Expires: _____



E-6

Memorandum

To: Mayor Robert J. Lovero and Members of the Berwyn City Council
From: David Hulseberg, Executive Director
Date: April 24, 2020
Re: Heritage Funeral Home Loan Recommendation, 3125 Oak Park Avenue

On March 12, 2019, the Berwyn Development Corporation's Board of Directors and Commercial Loan Commission provided a recommendation in favor of a loan for Heritage Funeral Home (OAK PARK FOREST PARK FUNERAL HOME AND CREMATION, LLC) to the Mayor and City Council. Upon receipt of that recommendation, the City of Berwyn agreed to issue the first phase of a commercial loan to Kevin Kopicki in the amount of \$47,000. This first phase was approved for Mr. Kopicki to complete the following work: \$17,000 engineering costs, \$25,000 ADA improvements and \$5,000 loan costs. The remaining \$378,000 second phase of the loan would be approved once construction costs have been verified, rolling the amounts together for a total of \$425,000. This loan is secured against 3125 Oak Park Avenue. This memorandum reviews the term and conditions of this loan and updates the City of Berwyn with new construction estimates. Please note that this loan does not meet the guidelines as approved by City Council.

Background: The Kopicki Family have been owner operators of funeral homes since 1909. The family has had a long tradition in the area. Presently Kevin Kopicki owns the following funeral homes; Heritage Funeral home, Parkwyn Funeral Home and Tower Home for Funeral.

Project: Heritage Funeral Home desires to acquire the two-family residence at 3129 Oak Park Avenue for the purpose of expanding their parking lot. Heritage presently owns 3121 Oak Park where their business is located. Heritage has two lots adjacent to this at 3123 and 3125 which are used for parking only half of which is paved. Heritage desire to construct a parking lot at 3125-3129 with the required detention.

The updated project cost is as follows:

Table with 2 columns: Amount and Description. Rows include: \$150,000 3129 Oak Park Avenue Acquisition, \$13,000 Demolition of 3129 Oak Park Avenue, \$3,000 Legal Fees, \$17,000 Engineering Fees, \$224,500 Projected Construction Cost, \$19,460 Light and Electrical Pole Relocation, \$5,000 Loan Fees, (\$5,000) Finish Line Grant, \$426,960 Project Cost.

A separate project at 6901 Roosevelt (Parkwyn Funeral Home) would be included within the loan. This project would be to bring the Parkwyn Funeral Home bathrooms into compliance with the Americans with Disabilities Act. This project is estimated at an additional \$25,000 bringing the total project amount to \$446,960 (after the Roosevelt Road project receipt of a \$5,000 Finish Line Grant).

Loan: The \$425,000 previously approved is structured at 7.25%, amortized over 25 years with a balloon payment in five (5) years for a payment of roughly \$3,072. The loan would be secured in a first position against 3125 and 3129 Oak Park Avenue properties, a personal guarantee, a



second position on the 3121 Oak Park property and the 6901 Roosevelt Road property. The loan would also require an additional life insurance to protect the full value of the loan. The estimated appraised value of 3125 and 3129 is \$200,000. This is a significantly upside-down loan since the loan would exceed the appraised value. However, the City has acknowledged that there is a desire for additional parking in this area. If the City were to attempt to construct a parking lot at this location the cost would be an additional \$100,000 as a result of the acquisition of 3125 Oak Park Avenue. If we compared the loan value against the value of the parking lot the loan to value would be 85% which is higher than the recommended threshold of 75% as established by the approved Commercial Loan Guidelines.

Funding Gap: The initially budgeted total project costs of \$425,000 are significantly lower than the actual total project costs of \$446,960. Because of this discrepancy, the project now has a funding gap of **\$21,960**. Mr. Kopicki has demonstrated \$77,173 in a local bank to cover the difference. The BDC and the City of Berwyn will work with Mr. Kopicki to come up with a strategy to close this gap.

Recommendation:

The Berwyn Development Corporation recommends issuing this commercial loan to OAK PARK FOREST PARK FUNERAL HOME AND CREMATION, LLC in the amount of \$425,00.00. The loan would be secured in a first position against 3125 and 3129 Oak Park Avenue properties, a personal guarantee, a second position on the 3121 Oak Park property and the 6901 Roosevelt Road property. The loan would also require an additional life insurance to protect the full value of the loan.

December 13, 2019

Via email: fdc6901@aol.com

Kevin Kopicki
Heritage Funeral Home
3117 South Oak Park Avenue
Berwyn Illinois 60402

BUDGET ESTIMATE PROPOSAL

Job Description

We will furnish all labor and material to install water retention and manhole, remove and replace the asphalt parking lot, the concrete driveway apron, and curb and gutter. Pricing is based on specifications in the print from Cook Engineering Group, Job Number 2019-101, dated October 16, 2019.

Cost for this job \$224,500.00 plus permit fees

Note:

- There is an additional charge for the contractor to obtain all necessary permit(s)
- Two (2) copies of the Plat of Survey are needed for the permit
- Owner agrees to let workers use outside water tap or electricity, if needed
- A 50% deposit is due with the signed Contract. Your deposit will not be used until we begin your project. The remaining balance is due upon completion.

Thank you for this opportunity. If you would like us to perform this work, please return a signed copy of this Contract, the Plat of Survey, and deposit to our office. Once we obtain the permit, we will contact you to schedule your project.

Sincerely,

Byron Andreas
Byron G. Andreas
President
Robert R. Andreas & Sons, Inc.

BGA/gs



CONDITIONS OF PROPOSAL AND CONTRACT

Unless specifically agreed in writing or set forth otherwise in the Robert R. Andreas & Sons, Inc. proposal, the following shall control and govern Robert R. Andreas & Sons, Inc.'s performance of any work under this quote. These conditions will also be considered a part of any contract issued by Robert R. Andreas & Sons, Inc.

1. Pricing is valid for up to 30 days from the date on the proposal or contract.
2. Any material price increase from Robert R. Andreas & Sons, Inc.'s suppliers between the date of the proposal and the commencement date of the work is subject to an escalation clause. Owner hereby agrees to pay Robert R. Andreas & Sons, Inc. the material cost increase, including taxes, together with a ten percent (10%) markup on said increase. Robert R. Andreas & Sons hereby agrees to provide the owner with documents verifying said increase, upon request.
3. Any alteration or deviation from the proposal/contract specifications stated in the quote involving extra costs will be executed only upon written change orders signed by both parties and will become an extra charge over and above the proposal/contract.
4. **Winter Service** is work done between November 1st and April 1st.
 - a. Proposal and contract pricing issued for **Winter Service** are subject to a manufacturer's additional winter service concrete charge of \$11 per yard of concrete.
 - b. During **Winter Service**, if calcium chloride is used to help the concrete set up, there is an additional charge of \$20 per yard of concrete.
5. We expect to tear out and remove approximately 4" – 5" of existing concrete. If more than 5" of concrete is removed, there will be additional charges as incurred
6. Any electrical lines, water lines, sewer lines, or any unforeseen object disturbed or broken while excavating concrete or dirt which requires repair will be at the homeowner's sole and exclusive expense.
7. Robert R. Andreas & Sons, Inc. cannot and expressly does not guarantee that water seepage to an existing structure will not occur once concrete is poured, nor is Robert R. Andreas & Sons, Inc. responsible if water seepage occurs.
8. Robert R. Andreas & Sons, Inc. is not responsible for landscaping damages due to construction work.
9. We put our signature concrete stamp on all our work. If you do not want our stamp in your concrete, please let us know when you sign your contract.
10. Robert R. Andreas & Sons, Inc. is not responsible for any cracks, flaking, shales, pop-outs, colorization issues and settlement. Purchaser understands that defects in material are the sole responsibility of the supplier and not in any way the responsibility of Robert R. Andreas & Sons, Inc. Purchaser agrees not to hold Robert R. Andreas & Sons, Inc. responsible in any way for any cracks, flaking, shales, pop-outs, colorization issues and settlement and agrees to hold harmless and indemnify Robert R. Andreas & Sons, Inc., for any and all costs and attorney's fees incurred by Robert R. Andreas & Sons, Inc., defending against any action brought against Robert R. Andreas & Sons, Inc., should Purchaser attempt to collect any costs or damages by making a complaint with any city, village or municipality, or file suit or complaint against any person or party including Robert R. Andreas & Sons, Inc., as a result of any of these events, occurrences, or issues.
11. Robert R. Andreas & Sons, Inc. is not responsible for damage to the concrete once it is poured due to animals, tree branches, leaves, people, vehicles or weather.
12. Robert R. Andreas & Sons, Inc. makes no express or implied warranties of any sort, including but not limited to any warranties of fitness for ordinary or particular purposes. The parties agree that the work is accepted "as is".
13. Robert R. Andreas & Sons, Inc., is not responsible for any delays, costs or damages caused by any strikes, accidents or delays that are out of our control.
14. Our workers are fully covered by Workmen's Compensation Insurance.
15. Any and all claims arising under this contract are subject to final and binding, mandatory arbitration with the American Arbitration Association (AAA) under their Commercial Arbitration, fast track rules, written submissions, no hearing, one arbitrator, fact decision, no reasoned decision. In the event arbitration becomes necessary, Robert R. Andreas & Sons, Inc. will be entitled to all costs and attorney's fees associated with bringing the arbitration to enforce this contract. The arbitrator has the sole authority to determine conscionability of this arbitration clause.
16. Robert R. Andreas & Sons, Inc. or its photographer will take photos/video of the contracted work before, during and after the work is completed with the sole purpose to use the photos/video in advertising & marketing materials, including but not limited to brochures, company website and social media. Robert R. Andreas & Sons, Inc. guarantees no names or addresses will be used or published and photos will only be identified with the city and state.

Per Kevin Kopicki's request, he wanted me to update you on the status of his parking lot expansion project along Oak Park Ave.

I met with Kevin yesterday, received all of his signatures on the MWRD permit applications, received the permit application fee and dropped off a complete package to Nicole Campbell at the City of Berwyn to review and sign off. In my discussion with Bob Schiller yesterday afternoon, I should have the City's sign off on the plans and applications by the end of next week (10/25/19). Once we receive the signed applications, we will formally submit to both MWRD and IDOT for their review and approval.

Here is a Dropbox link of Final Engineering Plans along with engineering calcs & MWRD Permit applications in PDF format.

https://www.dropbox.com/sh/yavtw873t9i5sop/AABHvcJQ8gRpnM8_CXQbuKkFa?dl=0

Nothing can be done on the property until the existing house is razed. IDOT will not allow Oak Park Ave. to be open cut over the winter so we are targeting bidding out the job over the next 4-6 weeks and award a contractor in early 2020 to begin work in the spring after the necessary permits are received by both governmental agencies.

If you have any questions, please feel free to give me a call. Thank you - Mike

Michael D. Cook, P.E.
President

Cook Engineering Group
Civil Engineering & Land
Development Consulting
815.577.1707 T | 815.715.6217 C
www.cookenggroup.com

December 13, 2019

Via email: fdc6901@aol.com

Kevin Kopicki
Heritage Funeral Home
3117 South Oak Park Avenue
Berwyn Illinois 60402

BUDGET ESTIMATE PROPOSAL

Job Description

We will furnish all labor and material for the parking lot. Work to be done includes installing water retention and manholes, site excavation, street repairs, remove and replace the concrete sidewalks, driveway aprons, curb & gutter, and asphalt parking lot. Pricing is based on specifications in the print from Cook Engineering Group, Job Number 2019-101, dated October 16, 2019.

Pricing does not include any electrical work or vegetation/landscaping work.

Cost for this job \$224,500.00 plus permit fees

Note:

- There is an additional charge for the contractor to obtain all necessary permit(s)
- Two (2) copies of the Plat of Survey are needed for the permit
- Owner agrees to let workers use outside water tap or electricity, if needed
- A 50% deposit is due with the signed Contract. Your deposit will not be used until we begin your project. The remaining balance is due upon completion.

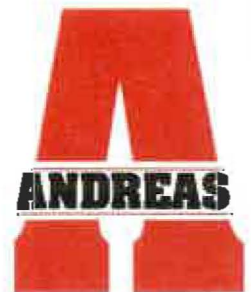
Thank you for this opportunity. If you would like us to perform this work, please return a signed copy of this Contract, the Plat of Survey, and deposit to our office. Once we obtain the permit, we will contact you to schedule your project.

Sincerely,

Byron Andreas

Byron G. Andreas
President
Robert R. Andreas & Sons, Inc.

BGA/gs



GLOBAL BUILDERS INC
 2805 Butterfield Rd Oakbrook IL 60523
 Carmen Gratace Direct: 708-937-2007
 cgratace@globalbuildersinc.net
 OFFICE FAX: 866-657-2635
 OFFICE LINE: 630-522-3300
 WWW.GLOBALBUILDERSINC.NET



Client Name: Heritage Funeral Home Project
 Client Address: 3117 Oak Park Ave.
 Berwan, Cook County, IL

Specs Dated:
 Estimate Date: 12/12/2019
 Prepared For:
 Plans Dated: 10/15/2019
 Project Number:

General Contractor - Hard Number Pricing Proposal Sheet

Parking Lot Improvement of Heritage Funeral Home 3117 Oak Park Ave. Berwan, Cook County, IL		New Construction Renovation					Store New Vestibule Parking
		-					Total GSF
DIV	DESCRIPTION	Total Cost	Cost/Unit	Cost/GSF	% of Hard	% of Total	
012000	General Conditions	40,500.00					
013000	Administrative Requirements						
014000	Temporary Facilities and Controls						
015000	Hoisting						
016000	Mobilization						
017000	Winter Protection						
018000	Execution and Closeout Requirements						
019000	Protection Fencing	5,000.00					
010000	GENERAL REQUIREMENTS	45,500.00	#DIV/0!	#DIV/0!	12.29%	12.29%	
023000	Demolition - Existing Construction with sidewalks and utilities disconnecting	29,150.00					
025000	Site Utilities Disconnect	Included					
026000	Tree & Stump Removal	2,000.00					
027000	Basement fill - See site work						
028000	Facility Remediation						
020000	EXISTING CONDITIONS	31,150.00	#DIV/0!	#DIV/0!	8.41%	8.41%	
031000	Concrete Forming and Accessories						
032000	Concrete Reinforcing						
033000	Cast-in-Place Concrete - Building Foundation, S.O.G and Truss Enclosure						
034000	Site Concrete - B6,12 Curb, Public walk, Entrance apron and ADA detectable	28,800.00					
035000	Concrete topping						
036000	Trash Enclosure - footing & Concrete Pavement						
037000	Site Concrete						
038000	Concrete Winter Conditions - footing & slab on grade						
030000	CONCRETE	28,800.00	#DIV/0!	#DIV/0!	7.78%	7.78%	
261000	(3) lights Concrete base, Feed to sump pump, trenching & backfill, pul wire, install fixtures, run pipe inside the building, install timer or Photocell for lights	24,650.00					
262000	Poles & Light fixtures allowance (3)	4,500.00					
260000	ELECTRICAL	29,150.00	#DIV/0!	#DIV/0!	7.87%	7.87%	
311000	Site Demo, remove Pavement and sidewalk and apron	Included					
312000	Shoring						
313000	Earthwork - Excavate of new lot and back fill the Existing basement	18,650.00					
314000	Site & Storm Trap Soil removal - 520 CY	19,800.00					
315000	Site Finishes (Landscape & Hardscape)						
316000	Special Foundations & Load-Bearing Elements						
317000	Asphalt paving & Striping						
310000	EARTHWORK	38,450.00	#DIV/0!	#DIV/0!	10.38%	10.38%	
321000	Asphalt paving & Striping	52,350.00					
323000	Concrete Side Walk						
327000	Landscape & Planting	14,150.00					
328000	Site lighting						
329000	Irrigation - No Irrigation system						
320000	EXTERIOR IMPROVEMENTS	66,500.00	#DIV/0!	#DIV/0!	17.96%	17.96%	
331000	Sewer, Water, and Storm Water and Furnish and install Cultec Detention System on stone base per drawings						

GLOBAL BUILDERS INC
 2805 Butterfield Rd Oakbrook IL 60523
 Carmen Gratace Direct: 708-937-2007
 cgratace@globalbuildersinc.net
 OFFICE FAX: 866-657-2635
 OFFICE LINE: 630-522-3300
 WWW.GLOBALBUILDERSINC.NET



Client Name: Heritage Funeral Home Project
 Client Address: 3117 Oak Park Ave.
 Berwan, Cook County, IL

Specs Dated:
 Estimate Date: 12/12/2019
 Prepared For:
 Plans Dated: 10/15/2019
 Project Number:

332000	Instill Sewer & Water Services from property line to building					
333000	Install Sump Pump - allowance	16,500.00				
334000	Storm Drainage Utilities - Include 4'10" Storm Trap units (7 Each)	114,283.00				
335000	Grade & Seed Drainage Swale					
336000	Sanitary Sewer Ashwin BLVD					
337000	Electrical Utilities					
330000	UTILITIES	130,783.00	#DIV/0!	#DIV/0!	35.31%	35.31%
	SUBTOTAL	370,333.00	#DIV/0!	#DIV/0!	100.00%	100.00%
			#DIV/0!	#DIV/0!	0.00%	0.00%
	Misc.		#DIV/0!	#DIV/0!	0.00%	0.00%
	Builders Reserve	10,000.00	#DIV/0!	#DIV/0!	2.70%	2.42%
	General Liability Insurance @ 1%	3,703.33	#DIV/0!	#DIV/0!	1.00%	0.90%
	Fee	29,626.64	#DIV/0!	#DIV/0!	8.00%	7.16%
	SUBTOTAL	43,329.97	#DIV/0!	#DIV/0!	11.70%	10.47%
	Sales Tax		#DIV/0!	#DIV/0!	0.00%	0.00%
	TOTAL	413,662.97	#DIV/0!	#DIV/0!	111.70%	100.00%

Architect

Structural Engineer

Civil Engineer

COOK ENGINEERING GROUP

MEP Engineer

Alternates

The following is a brief list of exclusions & inclusions

- Material Testing, Included
- Any special utility companies impact fees, Excluded, Month Utility bills BY OWNER

012000 - General Conditions

Project Management:

- Superintendent(s)
- Safety Manager
- CPM Scheduler
- Quality Assurance / Quality Control

Project Manager(s)

- Project Executive
- Field Office Engineer
- Field Office Support Staff
- Project Expeditor
- Assistant Superintendent(s)

Insurance:

- General Liability Insurance
- Workman's Compensation

Site Conditions:



Account: Oak Park Forest LLC Current Time: 04/22/20 10:20:02 PM

Current Balance: \$60,977.95
Available Balance: \$60,977.95

Date	Ref/Check No	Description	Debit	Credit	Balance
04/22/2020	423200004	Trsf from Kevin Investment Acc Transfer from Kevins Account		\$50,000.00	\$60,977.95
04/16/2020	416200009	Trsf from New Heritage LLC Rent for Parking lot Confirmation number 416200009		\$3,000.00	\$10,977.95
04/07/2020	25	Check	-\$941.78		\$7,977.95
04/02/2020		HLC COMM PPD HOMESTEADERS LIF 012X626		\$80.98	\$8,919.73
03/17/2020	24	Check	-\$5,000.00		\$8,838.75
03/12/2020	23	Check	-\$941.78		\$13,838.75
03/09/2020		HLC COMM PPD HOMESTEADERS LIF 012X626		\$86.83	\$14,780.53
02/18/2020		HLC COMM PPD HOMESTEADERS LIF 012X626		\$180.91	\$14,693.70
02/13/2020	22	Check	-\$941.78		\$14,512.79
02/10/2020	210200011	Trsf from New Heritage LLC Parking Lot Rent Confirmation number 210200011		\$1,000.00	\$15,454.57
02/10/2020	210200009	Trsf from Lttl Village Pilsen Return Loan Confirmation number 210200009		\$10,500.00	\$14,454.57
02/06/2020	206200022	Transf to Lttl Village Pilsen Loan Oak Park to Little Vilage Confirmation number 206200022	-\$10,500.00		\$3,954.57
02/04/2020		HLC COMM PPD HOMESTEADERS LIF 012X626		\$275.65	\$14,454.57
01/29/2020	129200040	Trsf from Kopicki Fam Crem Ser Return Loan Confirmation number 129200040		\$3,500.00	\$14,178.92
01/29/2020	129200035	Trsf from New Heritage LLC Return Loan Confirmation number 129200035		\$1,000.00	\$10,678.92
01/29/2020	129200034	Trsf from New Parkwyn LLC Return Loan Confirmation number 129200034		\$2,000.00	\$9,678.92
01/27/2020	127200022	Transf to Kopicki Fam Crem Ser Loan Confirmation number 127200022	-\$3,500.00		\$7,678.92
01/27/2020	127200021	Transf to New Parkwyn LLC Loan Confirmation number 127200021	-\$2,000.00		\$11,178.92
01/27/2020	127200020	Transf to New Heritage LLC loan Confirmation number 127200020	-\$1,000.00		\$13,178.92
01/27/2020		HLC COMM PPD HOMESTEADERS LIF 012X626		\$1,313.73	\$14,178.92
01/21/2020		HLC COMM PPD HOMESTEADERS LIF 012X626		\$64.63	\$12,865.19
01/10/2020	View Image	Remote Deposit		\$98.00	\$12,800.56
01/09/2020	21	Check	-\$941.78		\$12,702.56
01/03/2020	103200005	Trsf from New Heritage LLC Parking Lot Rent Confirmation number 103200005		\$2,000.00	\$13,644.34
01/02/2020	102200029	Trsf from New Heritage LLC Parking Lot Rent Confirmation number 102200029		\$2,000.00	\$11,644.34
Totals:		Transactions: 25	Debits: -\$25,767.12	Credits: \$77,100.73	



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



1 1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties."
2 Buyer Name(s) [PLEASE PRINT] Oak Park Forest Park Funeral Home and Cremation, LLC
3 Seller Name(s) [PLEASE PRINT] Justina H. Hedrick
4 If Dual Agency applies, check here [] and complete Optional Paragraph 29.

5 2. THE REAL ESTATE: Real Estate is defined as the property, all improvements, the fixtures and Personal Property
6 included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with
7 approximate lot size or acreage of 4,650 sq. ft. commonly known as:

8 3129 Oak Park Ave. Berwyn IL 60402 Cook
9 Address Unit # (If applicable) City State Zip County

10 Permanent Index Number(s): 16-31-200-010-0000 [] Single Family Attached [X] Single Family Detached [] Multi-Unit

11 If Designated Parking is Included: # of space(s) - ; identified as space(s) # - ; location -
12 [CHECK TYPE] [] deeded space, PIN: - [] limited common element [] assigned space.

13 If Designated Storage is Included: # of space(s) - ; identified as space(s) # - ; location -
14 [CHECK TYPE] [] deeded space, PIN: - [] limited common element [] assigned space.

15 3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE: All of the fixtures and included Personal Property
16 are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise
17 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems
18 together with the following items at no added value by Bill of Sale at Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:

- 19 Refrigerator Wine/Beverage Refrigerator Light Fixtures, as they exist Fireplace Gas Log(s)
20 Oven/Range/Stove Sump Pump(s) Built-in or attached shelving Smoke Detectors
21 Microwave Water Softener (unless rented) All Window Treatments & Hardware Carbon Monoxide Detectors
22 Dishwasher Central Air Conditioning Satellite Dish Invisible Fence System, Collar & Box
23 Garbage Disposal Central Humidifier Wall Mounted Brackets (AV/TV) Garage Door Opener(s)
24 Trash Compactor Central Vac & Equipment Security System(s) (unless rented) with all Transmitters
25 Washer All Tacked Down Carpeting Intercom System Outdoor Shed
26 Dryer Existing Storms & Screens Electronic or Media Air Filter(s) Outdoor Playset(s)
27 Attached Gas Grill Window Air Conditioner(s) Backup Generator System Planted Vegetation
28 Water Heater Ceiling Fan(s) Fireplace Screens/Doors/Grates Hardscape

29 Other Items Included at No Added Value: All personal property and fixtures as they exist on the Premises.
30 Items Not Included: -

31 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
32 operating condition at Possession except: -
33 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
34 regardless of age, and does not constitute a threat to health or safety.
35 If Home Warranty applies, check here [] and complete Optional Paragraph 32.

36 4. PURCHASE PRICE AND PAYMENT: The Purchase Price is \$ 150,000 . After the payment of Earnest
37 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in
38 "Good Funds" as defined by law.

- 39 a) CREDIT AT CLOSING: [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final
40 settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits. Seller
41 agrees to credit \$ - to Buyer at Closing to be applied to prepaid expenses, closing costs or both.
42 b) EARNEST MONEY: Earnest Money of \$ 5,000 shall be tendered to Escrowee on or before 5
43 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ - shall be tendered
44 by - , 20 - . Earnest Money shall be held in trust for the mutual benefit of the Parties by

Buyer Initial [Signature] Buyer Initial
Address: 3129 Oak Park Ave., Berwyn, IL 60402 Seller Initial [Signature] Seller Initial
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45 (CHECK ONE) Seller's Attorney ; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee."

46 In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 2a.

47 c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus
48 prorrations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

49 **5. CLOSING:** Closing shall be on May 5, 20 20 or at such time as mutually agreed by the Parties in
50 writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing
51 agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

52 **6. POSSESSION:** Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at
53 Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated
54 the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

55 **7. FINANCING:** (INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c)

56 AKJ a) **LOAN CONTINGENCY:** Not later than forty-five (45) days after Date of Acceptance or five
57 (5) Business Days prior to the date of Closing, whichever is earlier, ("Loan Contingency Date") Buyer shall
58 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan
59 approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan
60 as follows: [CHECK ONE] fixed; adjustable; [CHECK ONE] conventional; FHA; VA; USDA;
61 other _____ loan for 95 % of the Purchase Price, plus private mortgage insurance (PMI),
62 if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed 7 % per annum,
63 amortized over not less than 30 years. Buyer shall pay discount points not to exceed — % of the loan amount.
64 Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.

65 If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to
66 Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide
67 such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,
68 Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller
69 serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain
70 in full force and effect.

71 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan
72 application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall
73 have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days
74 thereafter or any extension thereof agreed to by the Parties in writing.

75 A Party causing delay in the loan approval process shall not have the right to terminate under this
76 subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as
77 otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.

78 Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of
79 Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph
80 if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is
81 conditioned on the sale and/or closing of Buyer's existing real estate.

82 If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to this
83 Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

84 JLH b) **CASH TRANSACTION WITH NO MORTGAGE:** [ALL CASH] If this selection is made, Buyer will pay
85 at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer,
86 that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
87 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
88 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds

Buyer Initial AKJ Buyer Initial _____
Address: 3129 Oak Park Ave., Berwyn, IL 60402

Seller Initial JLH Seller Initial _____

(7.0)

89 to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
90 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from
91 satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall
92 share the title company escrow closing fee equally. Unless otherwise provided in Paragraph 30, this Contract shall
93 not be contingent upon the sale and/or closing of Buyer's existing real estate.

94 1/1 c) **CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing,
95 in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer
96 has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
97 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
98 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
99 to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that
100 Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real
101 Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance
102 in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent**
103 **upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's
104 obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that
105 prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.
106 Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects
107 to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. Unless otherwise
108 provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing
109 real estate.

110 **8. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:

- 1 [CHECK ONE] has has not received a completed Illinois Residential Real Property Disclosure;
2 [CHECK ONE] has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
3 [CHECK ONE] has has not received a Lead-Based Paint Disclosure;
4 [CHECK ONE] has has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
5 [CHECK ONE] has has not received the Disclosure of Information on Radon Hazards.

6 **9. (Modified) PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items
7 shall be prorated to and including the Date of Closing and shall include without limitation, rents and deposits (if any) from
8 tenants; Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer, pre-
9 purchased fuel. The general real estate taxes for the 2019 and 2020 tax years, and any related penalties and interest shall be
10 paid by the Buyer. Seller will give no credits for the general real estate taxes for the 2019 and 2020 tax years.

[End of Paragraph 9]

Initial KAR Buyer Initial _____
3129 Oak Park Ave., Berwyn, IL 60402

Seller Initial jlh Seller Initial _____

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35 **10. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
36 Parties, by Notice, may:

37 a) Approve this Contract; or

38 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or

39 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively
40 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the
41 proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written
42 agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either
43 Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed
44 terminated; or

45 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.
46 Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to
47 subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not
48 agreed upon, neither Buyer nor Seller may declare this contract null and void, and this contract shall remain
49 in full force and effect.

50 If Notice of disapproval or proposed modifications is not served within the time specified herein, the
51 provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force
52 and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null
53 and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit
54 unilateral reinstatement by withdrawal of any proposal(s).

55 **11. WAIVER OF PROFESSIONAL INSPECTIONS:** [INITIAL IF APPLICABLE] KAR jlh Buyer acknowledges
56 the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of
57 the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.

58 **12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** [NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]
59 Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental
60 regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection
61 services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect
62 infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to
63 make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned
64 on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against
65 any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.

66 a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating
67 and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings,
68 floors, appliances and foundation. A major component shall be deemed to be in operating condition, and
69 therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health
70 or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its
71 useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic
72 nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall
73 not be a basis for the Buyer to cancel this Contract. A request by Buyer for credits or repairs in violation of
74 the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return
75 of Buyer's Earnest Money. If radon mitigation is performed, Seller shall pay for any retest.

Buyer Initial KAR Buyer Initial _____
Address: 3129 Oak Park Ave., Berwyn, IL 60402

Seller Initial jlh Seller Initial _____

- 76 b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any
77 inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days
78 for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. Buyer shall not send
79 any portion of the inspection report with the Notice provided under this subparagraph unless such
80 inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney. If
81 after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by
82 the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by
83 serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.
- 84 c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
85 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within
86 five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not
87 include any portion of the inspection reports unless requested by Seller.
- 88 d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a
89 waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain
90 in full force and effect.

91 13. **HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for an
92 Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business
93 Days after Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice with proof
94 of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within
95 the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in
96 full force and effect.

97 14. **FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is
98 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to
99 Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is
:00 later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.
:01 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

:02 15. **CONDOMINIUM/Common Interest Associations:** [IF APPLICABLE] The Parties agree that the terms
:03 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting
:04 terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest
:05 Community Association Act or other applicable state association law ("Governing Law").

:06 a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of
:07 Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and
:08 utility easements including any easements established by or implied from the Declaration/CCRs or
:09 amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing
:10 Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

:11 b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for
:12 all special assessments confirmed prior to Date of Acceptance.

:13 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between
:14 Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to
:15 payment thereof. Absent such agreement either Party may declare the Contract null and void.

:16 d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure
:17 upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time
:18 period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide
:19 to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

Buyer Initial JKR Buyer Initial _____
Address: 3129 Oak Park Ave., Berwyn, IL 60402

Seller Initial JLW Seller Initial _____

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20 Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or
21 additional documentation, Buyer agrees to comply with same.

22 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
23 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
24 conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or
25 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
26 Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the
27 receipt of the documents and information required by this paragraph, listing those deficiencies which are
28 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived
29 this contingency, and this Contract shall remain in full force and effect.

30 f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

31 **16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
32 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
33 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
34 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to:
35 covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not
36 interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable
37 at the time of Closing.

38 **17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

39 a) (Modified) CERTIFICATE OF COMPLIANCE. The Seller shall provide any Certificate of Compliance required by the City of Berwyn;
40 however, if such Certificate is contingent upon the correction of violations indicated pursuant to the City of Berwyn's Certificate of Compliance
41 Inspection, the Buyer, at the Buyer's expense shall pay for and correct all violations required by the City of Berwyn; however, if the said corrections
42 cannot be completed by the Buyer prior to the closing, the Buyer, at the Buyer's expense, agrees to fund any escrows and execute any affidavits or
43 agreements necessary to obtain the City of Berwyn Certificate of Compliance.

44 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
45 Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement
46 Procedures Act of 1974, as amended.

47 **18. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
48 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
49 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a
50 title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject
51 only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing.
52 The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment
53 for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein
54 shown, subject only to the exceptions therein stated. If the title commitment discloses any unpermitted
55 exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to
56 Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title
57 insurer commit to either insure against loss or damage that may result from such exceptions or survey matters
58 or insure against any court-ordered removal of the encroachments. If Seller fails to have such exceptions waived
59 or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase
60 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit
61 of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
62 Insurance Policy.

62 **19. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
63 condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms

Buyer Initial KTK Buyer Initial _____
Address: 3129 Oak Park Ave., Berwyn, IL 60402

Seller Initial jhw Seller Initial _____

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64 to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to
65 the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the
66 laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way,
67 easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at
68 all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Plat of Survey shall
69 include the following statement placed near the professional land surveyor's seal and signature: "This professional
70 service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as
71 defined, is not a boundary survey and is not acceptable.

72 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the Real
73 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
74 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
75 Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
76 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
77 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
78 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall
79 be applicable to this Contract, except as modified by this paragraph.

80 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition.
81 All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at
82 Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and
83 included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal
84 Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.

85 **22. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
86 Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written
87 notice from any association or governmental entity regarding:

- 88 a) zoning, building, fire or health code violations that have not been corrected;
- 89 b) any pending rezoning;
- 90 c) boundary line disputes;
- 91 d) any pending condemnation or Eminent Domain proceeding;
- 92 e) easements or claims of easements not shown on the public records;
- 93 f) any hazardous waste on the Real Estate;
- 94 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 95 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

96 Seller further represents that:

97 [INITIALS] KK jlh There [CHECK ONE] are are not improvements to the Real Estate which are not
98 included in full in the determination of the most recent tax assessment.

99 [INITIALS] KK jlh There [CHECK ONE] are are not improvements to the Real Estate which are eligible
100 for the home improvement tax exemption.

101 [INITIALS] KK jlh There [CHECK ONE] is is not an unconfirmed pending special assessment affecting
102 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

103 [INITIALS] KK jlh The Real Estate [CHECK ONE] is is not located within a Special Assessment Area or
104 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

105 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
106 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

Buyer Initial KK Buyer Initial _____
Address: **3129 Oak Park Ave., Berwyn, IL 60402**

Seller Initial jlh Seller Initial _____

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07 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
08 terminate this Contract by Notice to Seller and this Contract shall be null and void.

09 **23. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed for
10 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in
11 escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at
12 Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall
13 be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration
14 shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation
15 after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon
16 demand.

17 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
18 Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date
19 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

20 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
21 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following
22 methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile
23 signature may be produced by scanning an original, hand-signed document and transmitting same by electronic
24 means. An acceptable digital signature may be produced by use of a qualified, established electronic security
25 procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an
26 established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format")
27 document incorporating the digital signature and sending same by electronic mail.

28 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
29 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money
30 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
31 competent jurisdiction."

32 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided
33 for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the
34 Escrowee may elect to proceed as follows:

- 35 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
36 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends
37 to disburse in the absence of any written objection. If no written objection is received by the date indicated in
38 the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties.
39 If any Party objects in writing to the intended disbursement of Earnest Money then Earnest Money shall be
40 held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.
- 41 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
42 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited
43 with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees
44 incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee
45 for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional
46 costs and fees incurred in filing the Interpleader action.

47 **27. NOTICE:** Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all
48 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
49 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 50 a) By personal delivery; or

Buyer Initial JKK Buyer Initial _____
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Seller Initial jlh Seller Initial _____

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b) **CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**

- 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of _____, 20 _____. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must be completed.)
- 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before _____, 20 _____. If Notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect.
- 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.

c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

- 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have ____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).
- 2) Seller's Notice to Buyer (commonly referred to as a "kick-out" Notice) shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
 - a) By personal delivery effective at the time and date of personal delivery; or
 - b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
 - c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.
- 3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.
- 4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void.
- 5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.
- 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

Buyer Initial HR Buyer Initial _____

Seller Initial jh Seller Initial _____

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438 d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
439 Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
440 money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified.
441 If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed
442 ineffective and this Contract shall be null and void.

443 e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations
444 contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.

445 _____ **31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
446 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
447 _____, 20 _____. In the event the prior contract is not cancelled within the time specified, this Contract
448 shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser
449 under the prior contract should not be served until after Attorney Review and Professional Inspections provisions
450 of this Contract have expired, been satisfied or waived.

451 _____ **32. HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost of
452 \$ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.

453 _____ **33. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well
454 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and
455 nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health
456 Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating
457 that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller
458 shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of
459 remedying a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach
460 agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional
461 testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional
462 testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for
463 necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a
464 copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

465 _____ **34. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 12, within
466 ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated
467 not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state
468 regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by
469 termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses
470 evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the
471 report to proceed with the purchase or to declare this Contract null and void.

472 _____ **35. POSSESSION AFTER CLOSING:** Possession shall be delivered no later than 11:59 p.m. on the
473 date that is [CHECK ONE] _____ days after the date of Closing or _____, 20 ____ ("the Possession Date").
474 Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until
475 delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ _____
476 (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:

- 477 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
478 and including the day of delivery of Possession if on or before the Possession Date;
- 479 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
480 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

Buyer Initial AKK Buyer Initial _____
Address: 3129 Oak Park Ave., Berwyn, IL 60402

Seller Initial _____ Seller Initial _____

181 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have
182 been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
183 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

184 JKH 36. "AS IS" CONDITION: This Contract is for the sale and purchase of the Real Estate in its "As Is"
185 condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect
186 to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known
187 defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that
188 event, Seller shall make the Real Estate available to Buyer's Inspector at reasonable times. Buyer shall indemnify Seller
189 and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
190 performing any inspection. In the event the inspection reveals that the condition of the Real Estate is unacceptable
191 to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be
192 null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated
193 to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or
194 to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and
195 this Contract shall remain in full force and effect. Buyer acknowledges that the provisions of Paragraph 12 and the
196 warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise
197 of rights by Buyer in Paragraph 33, if applicable.

198 JKH 37. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real
199 Estate by _____ Buyer's Specified Party, within five (5) Business Days after Date
300 of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller
301 within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this
302 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

303 JKH 38. ATTACHMENTS: The following attachments, if any, are hereby incorporated into this Contract
304 [IDENTIFY BY TITLE]: _____
305 _____

306 JKH 39. MISCELLANEOUS PROVISIONS: Buyer's and Seller's obligations are contingent upon the
307 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with
308 such additional terms as either Party may deem necessary, providing for one or more of the following [CHECK APPLICABLE BOXES]:

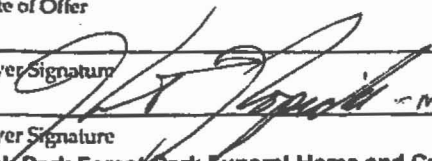
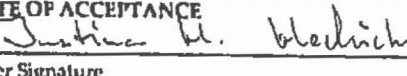

- | | | |
|---|--|--|
| 309 <input type="checkbox"/> Articles of Agreement for Deed | <input type="checkbox"/> Assumption of Seller's Mortgage | <input type="checkbox"/> Commercial/Investment |
| 310 <input type="checkbox"/> or Purchase Money Mortgage | <input type="checkbox"/> Cooperative Apartment | <input type="checkbox"/> New Construction |
| 311 <input type="checkbox"/> Short Sale | <input type="checkbox"/> Tax-Deferred Exchange | <input type="checkbox"/> Vacant Land |
| 312 <input type="checkbox"/> Multi-Unit (4 Units or fewer) | <input type="checkbox"/> Interest Bearing Account | <input type="checkbox"/> Lease Purchase |

313 40. CONTRACT EXECUTION DEADLINE: If the Seller or the Seller's attorney does not receive the Earnest
314 Money and this Contract signed and dated by the Buyer within 7 days of the Date of Offer, this Contract shall be
315 null and void.

Buyer Initial JKH Buyer Initial _____
Address: 3129 Oak Park Ave., Berwyn, IL 60402
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Seller Initial JKH Seller Initial _____
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13 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE
 14 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.
 15 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.
 16 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-
 17 BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

18 **March 9, 2020** March 9, 2020
 19 Date of Offer DATE OF ACCEPTANCE
 20  
 21 Buyer Signature Seller Signature
 22  - MANAGER, Seller Signature
 23 Buyer Signature Seller Signature
 24 **Oak Park Forest Park Funeral Home and Cremation, LLC** **Justina H. Hedrick**
 25 Print Buyer(s) Name(s) [REQUIRED] Print Seller(s) Name(s) [REQUIRED]
 26 **3117 Oak Park Ave.** **31695 Shelton Dr.**
 27 Address [REQUIRED] Address [REQUIRED]
 28 **Berwyn, IL 60402** **Springfield, LA 70482**
 29 City, State, Zip [REQUIRED] City, State, Zip [REQUIRED]
 30 **708-579-5677** **985-320-0994** **hedrickjustine@hotmail.com**
 31 Phone E-mail Phone E-mail

32 **FOR INFORMATION ONLY**

33	-		-		-			
34	Buyer's Brokerage	MLS #	State License #	Seller's Brokerage	MLS #	State License #		
35	-		-		-			
36	Address	City	Zip	Address	City	Zip		
37	-		-		-			
38	Buyer's Designated Agent	MLS #	State License #	Seller's Designated Agent	MLS #	State License #		
39	-		-		-			
40	Phone	Fax		Phone	Fax			
41	-		-		-			
42	E-mail			E-mail				
43	Peter W. Schmidt	pschmidtlaw@earthlink.net		Robert G. Kaucky	rkaucky@sbcglobal.net			
44	Buyer's Attorney	E-mail		Seller's Attorney	E-mail			
45	P.O. Box 852	LaGrange	IL 60525	2607 Ridgeland Ave.	Berwyn	IL 60402		
46	Address	City	State	Zip	Address	City	State	Zip
47	708-442-5200		-		708-788-2828		-	
48	Phone	Fax		Phone	Fax		-	
49	-		-		-		-	
50	Mortgage Company	Phone		Homeowner's/Condo Association (if any)	Phone			
51	-		-		-			
52	Loan Officer	Phone/Fax		Management Co./Other Contact	Phone			
53	-		-		-			
54	Loan Officer E-mail	Management Co./Other Contact E-mail						

55 **Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.**
 56 **Seller rejection: This offer was presented to Seller on _____, 20____ at _____:____ a.m./p.m. and rejected on _____**
 57 **_____, 20____ at _____:____ a.m./p.m. _____ [SELLER INITIALS]**

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 59 (a website of Illinois Real Estate Lawyers Association). Approved by the following organizations, December 2018: Belvidere Board of REALTORS® · Chicago Association of REALTORS® · Chicago Bar Association
 60 · DuPage County Bar Association · Heartland REALTOR® Organization · Grundy County Bar Association · Homewood Association of REALTORS® · Illinois Real Estate Lawyers Association · Illini Valley
 61 Association of REALTORS® · Kane County Bar Association · Kankakee-Iroquois Ford County Association of REALTORS® · Mainstreet Organization of REALTORS® · McHenry County Bar Association ·
 62 North Shore-Barrington Association of REALTORS® · North Suburban Bar Association · Northwest Suburban Bar Association · Oak Park Area Association of REALTORS® · REALTOR® Association of
 63 the Fox Valley, Inc. · Three Rivers Association of REALTORS® · Will County Bar Association

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER _____

A RESOLUTION AUTHORIZING AND APPROVING THE AMENDMENT OF A CERTAIN PROMISSORY NOTE AND A CERTAIN MORTGAGE EXECUTED BY OAK PARK FOREST PARK FUNERAL HOME AND CREMATION, LLC AND KEVIN KOPICKI IN FAVOR OF THE BERWYN DEVELOPMENT CORPORATION AND A CERTAIN MORTGAGE EXECUTED BY OAK PARK FOREST PARK FUNERAL HOME AND CREMATION, LLC FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

Robert J. Lovero, Mayor
Margaret Paul, City Clerk

James "Scott" Lennon
Jose Ramirez
Jeanine L. Reardon
Robert W. Fejt
Cesar A. Santoy
Alicia M. Ruiz
Rafael Avila
Anthony Nowak
Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this ____ day of April, 2020.

RESOLUTION _____

A RESOLUTION AUTHORIZING AND APPROVING THE AMENDMENT OF A CERTAIN PROMISSORY NOTE AND A CERTAIN MORTGAGE EXECUTED BY OAK PARK FOREST PARK FUNERAL HOME AND CREMATION, LLC AND KEVIN KOPICKI IN FAVOR OF THE BERWYN DEVELOPMENT CORPORATION AND A CERTAIN MORTGAGE EXECUTED BY OAK PARK FOREST PARK FUNERAL HOME AND CREMATION, LLC FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970 and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

WHEREAS, the Mayor of the City (the “Mayor”) and City Council (collectively, the “Corporate Authorities”) are committed to promoting economic development within the City; and

WHEREAS, in conjunction with the City, the Berwyn Development Corporation (the “BDC”) administers a commercial loan program for the purposes of promoting economic development within the City; and

WHEREAS, on June 19, 2019, Oak Park Forest Park Funeral Home And Cremation, LLC, an Illinois limited liability company (“OPFPFHC”), and Kevin Kopicki, individually (“KOPICKI”) (OPFPFHC and Kopicki shall be jointly and severally referred to hereinafter as the “Borrowers”), pursuant to that certain Secured Promissory Note of even date therewith (the “Note”), promised to pay to the order of Creditor the principal amount of Forty-Seven Thousand and No/100s Dollars (\$47,000.00) upon the terms and conditions set forth in such instrument; and

WHEREAS, the Note was secured by, among other instruments, that certain Real Estate Mortgage (the “Mortgage”) granted in favor of the BDC on June 19, 2019 by OPFPFHC,

mortgaging and conveying to the BDC that certain real property located at 3125 Oak Park Avenue, Berwyn, Illinois 60402; and

WHEREAS, the Borrowers desire and the BDC desires to loan to the Borrowers an additional sum of Three Hundred Seventy Eight Thousand and No/100 U.S. Dollars pursuant to terms of that certain First Amendment of the Note (the "First Amendment"), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, in order to secure the additional loan amount, the BDC and OPFPFHC shall execute that certain First Amendment of the Mortgage ("Amended Mortgage"), a copy of which is attached hereto as Exhibit B, which adds that certain real property located at 3125 Oak Park Avenue, Berwyn, Illinois 60402 to the Mortgage to serve as additional security for the Note; and

WHEREAS, the BDC has determined that it is in the best interests of the BDC, the Borrowers and the City to amend the Note pursuant to the terms of the First Amendment and amend the Mortgage pursuant the terms of the Amended Mortgage; and

WHEREAS, to serve as further security for the Note, Little Village Pilsen Funeral Home and Cremation, LLC, an Illinois limited liability company, shall execute a junior mortgage (the "Junior Mortgage") mortgaging and conveying to the BDC that certain real property located at 3125 Oak Park Avenue, Berwyn, Illinois 60402 and 3129 Oak Park Avenue, Berwyn, Illinois 60402; and

WHEREAS, the Corporate Authorities have the authority to authorize the execution of the First Amendment and the Amended Mortgage; and

WHEREAS, the Corporate Authorities deem it advisable, necessary and in the best interest of the City to amend the Note pursuant to the terms of the First Amendment and amend the Mortgage pursuant to the terms of the Amended Mortgage;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Berwyn, County of Cook, State of Illinois, in the exercise of the City's home rule powers, as follows:

Section 1. The statements set forth in the preambles to this Resolution are found to be true and correct and are incorporated into this Resolution as if set forth in full.

Section 2. The City Council hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the City to approve the First Amendment with terms substantially similar to the terms set forth in Exhibit A and the Amended Mortgage with terms substantially similar to the terms set forth in Exhibit B.

Section 3. The First Amendment, with terms substantially similar to the terms set forth in Exhibit A, and the Amended Mortgage, with terms substantially similar to the terms set forth in Exhibit B, are hereby approved with such insertions, omissions and changes as shall be approved by the Mayor, the Executive Director of the BDC and the attorney of the BDC (the "Attorney").

Section 4. The Attorney is hereby authorized to negotiate additional terms of the First Amendment and Amended Mortgage as needed and undertake any and all actions on the part of the City and the BDC to effectuate the intent of this Resolution.

Section 5. The Executive Director of the BDC, or his designee, is hereby authorized and directed to execute the First Amendment and Amended Mortgage, with such insertions, omissions and changes as shall be approved by the Mayor, the Executive Director of the BDC

and the Attorney. The City Council further authorizes the Executive Director of the BDC, or his designee, to execute any and all additional documentation and to fill in such figures and amounts that may be necessary to carry out the intent of this Resolution. The officers, employees and/or agents of the City are authorized and directed to take all action necessary or reasonably required by the City to carry out, give effect to and consummate the First Amendment and Amended Mortgage contemplated herein and shall take all acts necessary in conformity therewith. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

Section 6. All prior actions of the City's and BDC's officials, employees and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

Section 7. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 8. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 9. This Resolution shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Resolution shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this

____ day of _____ 2020, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Lennon				
Ramirez				
Reardon				
Fejt				
Santoy				
Ruiz				
Avila				
Nowak				
(Mayor Lovero)				
TOTAL				

APPROVED this ____ day of _____ 2020.

Robert J. Lovero
MAYOR

ATTEST:

Margaret Paul
CITY CLERK

EXHIBIT A

EXHIBIT B

FIRST AMENDMENT TO SECURED PROMISSORY NOTE

This FIRST AMENDMENT TO SECURED PROMISSORY NOTE (the “**First Amendment**”) is hereby made and entered into as of _____, 2020, by and between OAK PARK FOREST PARK FUNERAL HOME AND CREMATION, LLC, an Illinois limited liability company (“**OPFPFHC**”), and KEVIN KOPICKI, individually (“**KOPICKI**”) (OPFPFHC and Kopicki shall be jointly and severally referred to hereinafter as the “**BORROWERS**”) and the BERWYN DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation (the “**Creditor**”).

RECITALS

WHEREAS, on June 19, 2019, Borrowers, pursuant to that certain Secured Promissory Note of even date therewith (the “**Note**”), promised to pay to the order of Creditor the principal amount of Forty-Seven Thousand and No/100s Dollars (\$47,000.00) upon the terms and conditions set forth in such instrument; and

WHEREAS, Borrower desires to borrow from Creditor, and Creditor desires to lend to Borrower, the additional sum of Three Hundred Seventy-Eight Thousand and No/100s Dollars (\$378,000.00) pursuant to the terms, conditions, limitations and restrictions of the Note as the same is amended by this First Amendment; and

WHEREAS, it is the intention of Borrowers and Creditor that amounts owing and advanced pursuant to the Note and this First Amendment shall remain secured by that certain Personal Guaranty dated June 19, 2019 (the “**Guaranty**”) given by Kopicki (the “**Guarantor**”) in favor of Creditor, that certain Real Estate Mortgage (the “**Mortgage**”) granted in favor of Creditor on June 19, 2019 by OPFPFHC (the “**Mortgagor**”), as amended by that certain First Amendment of Mortgage of even date herewith (the “**Amended Mortgage**”), mortgaging and conveying to Creditor that certain real property located at 3125 Oak Park Avenue, Berwyn, Illinois 60402 and 3129 Oak Park Avenue, Berwyn, Illinois 60402 (the together, “**Properties**”), and that certain Security Agreement dated June 19, 2019 (the “**Security Agreement**”) executed by Borrowers in favor of Creditor; and

WHEREAS, it is further the intention of Borrowers and Creditor that amounts owing and advanced pursuant to the Note and this First Amendment shall be further secured by that certain Real Estate Mortgage (the “**Second Mortgage**”) granted in favor of the Creditor of even date herewith by Little Village Pilsen Funeral Home and Cremation, LLC, an Illinois limited liability company (the “**Second Mortgagor**”), mortgaging and conveying to Creditor that certain real property located at 3121 Oak Park Avenue, Berwyn, Illinois 60402 and 6901 Roosevelt Road, Berwyn, Illinois 60402 (together, the “**Second Properties**”);

AMENDMENT

NOW THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Note is hereby amended as follows:

1. **Principal Balance and Monthly Payments.** The principal balance owing under the Note as of the date first set forth above is _____ Dollars (\$_____). Payments of principal and interest shall be payable monthly on the first day of each month, commencing on _____ 1, 2020. The initial amount of principal and interest shall be _____ Dollars (\$_____).

2. **Life Insurance Requirement.** Kopicki is required to maintain a life insurance policy with a death benefit of no less than the Four Hundred Twenty-Five Thousand and No/100 Dollars (\$425,000.00) until the Note, as amended by this First Amendment, is paid in full.
3. **No Other Changes to Note.** Except as expressly modified by this First Amendment, all other provisions of the Note are unmodified and continue in full force and effect.
4. **Construction.** All capitalized terms not defined in this First Amendment except to the extent the same terms have been modified by this First Amendment, have the same meaning ascribed to such terms in the Note. In the event of any conflict between this First Amendment and the Note, the provisions of this First Amendment shall govern and prevail. The headings contained in this First Amendment are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this First Amendment.
5. **Incorporation of Recitals.** The recitals set forth in the beginning of this instrument shall be deemed incorporated by this reference into this First Amendment as integral and material terms thereof.
6. **Counterparts.** This First Amendment may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Remainder of page intentionally left blank; Signature page follows]

[Signature Page to First Amendment]

IN WITNESS WHEREOF, Creditor has executed this First Amendment as of the day and year first written above.

BERWYN DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation

By: _____
David Hulseberg, *Its Executive Director*

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that David Hulseberg, as the Executive Director and Authorized Representative of the Berwyn Development Corporation, an Illinois not-for-profit 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 _____ 2020.

Notary Public

My Commission Expires: _____

[Signatures follow on the next page]

[Signature Page to First Amendment]

IN WITNESS WHEREOF, Oak Park Forest Park Funeral Home and Cremation, LLC has executed this First Amendment as of the day and year first written above.

OAK PARK FOREST PARK FUNERAL HOME AND CREMATION, LLC,
an Illinois limited liability company

By: _____
Kevin Kopicki, *Its Manager*

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Kevin Kopicki, as the manager and Authorized Representative of Oak Park Forest Park Funeral Home And Cremation, 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 _____ 2020.

Notary Public

My Commission Expires: _____

[Signature Page to First Amendment]

IN WITNESS WHEREOF, Kevin Kopicki has executed this First Amendment as of the day and year first written above.

KEVIN KOPICKI, *an individual*

By: _____
Kevin Kopicki

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Kevin Kopicki, 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 _____ 2020.

Notary Public

THIS INSTRUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:

Del Galdo Law Group, LLC
1441 S. Harlem Ave.
Berwyn, Illinois 60402

FIRST AMENDMENT TO SENIOR REAL ESTATE MORTGAGE

This **FIRST AMENDMENT TO SENIOR REAL ESTATE MORTGAGE** (the "**FIRST AMENDMENT**") made as of this ___ day of _____ 2020 between **OAK PARK FOREST PARK FUNERAL HOME AND CREMATION, LLC**, an Illinois limited liability company (the "**Mortgagor**"), and **BERWYN DEVELOPMENT CORPORATION** (the "**Mortgagee**").

RECITALS

WHEREAS, on June 19, 2019, Mortgagor executed that certain Real Estate Mortgage (the "**Mortgage**") granted in favor of Mortgagee, mortgaging and conveying to Creditor that certain real property located at 3125 Oak Park Avenue, Berwyn, Illinois 60402; and

WHEREAS, the Mortgage was executed to secure the payment of the Secured Promissory Note of even date therewith in the principal amount of Forty-Seven Thousand and 00/100 Dollars (\$47,000.00) jointly and severally executed by Kevin Kopicki, individually ("**Kopicki**") and Mortgagor (Kopicki and Mortgagor shall collectively be referred to hereinafter as the "**Borrower**"), together with interest thereon and any renewals and extensions thereof (collectively referred to as the "**Note**"); and

WHEREAS, the principal amount of the Note was amended pursuant to that certain First Amendment to Secured Promissory Note of even date herewith executed by the Borrower and Mortgagee (the "**First Amendment**"); and

WHEREAS, the Mortgagor and Mortgagee desire to add an additional parcel of real property to the Mortgage; and

AMENDMENT

NOW THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgage is hereby amended as follows:

1. **Note.** As used in the Mortgage, the “**Note**” shall mean that certain Secured Promissory Note dated June 19, 2019, as amended by that certain First Amendment of Secured Promissory Note of even date herewith, in the principal amount of _____ and ____/100 Dollars (\$ _____) jointly and severally executed by Kevin Kopicki, individually (“**Kopicki**”) and Mortgagor (together with Kopicki, the “**Borrower**”), together with interest thereon and any renewals and extensions thereof.

2. **Premises.** As used in the Mortgage, the “**Premises**” shall mean those certain parcels of real property located at 3125 Oak Park Avenue, Berwyn, Illinois 60402 (PIN: 16-31-200-009-0000) and 3129 Oak Park Avenue, Berwyn, Illinois 60402 (PIN: 16-31-200-010-0000), as each are legally described on **Exhibit A**, attached hereto and incorporated herein.

3. **No Other Changes to Mortgage.** Except as expressly modified by this First Amendment, all other provisions of the Mortgage are unmodified and continue in full force and effect.

4. **Construction.** All capitalized terms not defined in this First Amendment, except to the extent the same terms have been modified by this First Amendment, have the same meaning ascribed to such terms in the Mortgage. In the event of any conflict between this First Amendment and the Mortgage, the provisions of this First Amendment shall govern and prevail. The headings contained in this First Amendment are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this First Amendment.

5. **Incorporation of Recitals.** The recitals set forth in the beginning of this instrument shall be deemed incorporated by this reference into this First Amendment as integral and material terms thereof.

6. **Counterparts.** This First Amendment may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Remainder of page intentionally blank; Signature page(s) follows]

[Signature Page to First Amendment]

IN WITNESS WHEREOF, Oak Park Forest Park Funeral Home and Cremation, LLC has executed this First Amendment as of the day and year first written above.

OAK PARK FOREST PARK FUNERAL HOME AND CREMATION, LLC,
an Illinois limited liability company

By: _____
Kevin Kopicki, *Its Manager*

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Kevin Kopicki, as the manager and Authorized Representative of Oak Park Forest Park Funeral Home And Cremation, 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 _____ 2020.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

PARCEL 1:

LEGAL DESCRIPTION:

Lot 43 and the North half of Lot 42 in Block 2 in Berwyn, a subdivision of part of Section 31, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

COMMON ADDRESS:

3125 Oak Park Ave.
Berwyn, Illinois 60402

PINs:

16-31-200-009-0000

PARCEL 2:

LEGAL DESCRIPTION:

[TO BE INSERTED]

COMMON ADDRESS:

3129 Oak Park Ave.
Berwyn, Illinois 60402

PINs:

16-31-200-010-0000

THIS INSTRUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:

Del Galdo Law Group, LLC
1441 S. Harlem Ave.
Berwyn, Illinois 60402

JUNIOR (SUBORDINATE) REAL ESTATE MORTGAGE

THIS JUNIOR (SUBORDINATE) REAL ESTATE MORTGAGE (the “**Mortgage**”) made as of this ___ day of _____ 2020 between **LITTLE VILLAGE PILSEN FUNERAL HOME AND CREMATION, LLC**, an Illinois limited liability company (the “**Mortgagor**”), and **BERWYN DEVELOPMENT CORPORATION** (the “**Mortgagee**”).

WITNESSETH:

That to secure the payment of the Secured Promissory Note dated June 19, 2019, as amended by that certain First Amendment of Secured Promissory Note of even date herewith, in the principal amount of _____ and ___/100 Dollars (\$ _____) jointly and severally executed by **KEVIN KOPICKI**, individually (“**Kopicki**”) and Mortgagor (Kopicki and Mortgagor shall collectively be referred to hereinafter as the “**Borrower**”), together with interest thereon and any renewals and extensions thereof (collectively referred to as the “**Note**”), and the performance and observance by the Mortgagor, Borrower and any guarantors of any indebtedness secured hereby (as applicable and to the extent applicable), of all of the covenants, agreements, and conditions contained in the Note, this Mortgage, and all other instruments pertaining to the repayment of any indebtedness secured hereby (including any guaranty thereof) and any other security agreement relating to sums secured hereby, the Mortgagor hereby mortgages and conveys to the Mortgagee:

All those certain lots, pieces, or parcels of land with the buildings and improvements thereon situated, lying and being in the County of Cook, in the State of Illinois, as set forth in **Exhibit “A”**, attached hereto and made a part hereof (the “**Premises**”).

TOGETHER with all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances thereunto belonging or pertaining; all apparatus, equipment and appliances now or hereafter therein or thereon used to supply heat, gas, air conditioning, water,

light, power, ventilation and refrigeration; all machinery and other equipment of every nature and kind used or useful in connection with the maintenance and operation of the Premises and intended for the use of tenants or occupants (all of the foregoing whether now on the Premises or hereafter erected, installed or placed thereon or therein, or whether physically attached thereto or not, are and shall be deemed a part of said real estate as between the parties hereto and all persons claiming by, through or under them, and a portion of the security for said indebtedness); and also all the estate, right, title and interest of the Mortgagor in and to the Premises. As to any of the property aforesaid which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of the real estate, this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to Mortgagee as Secured Party (as said term is defined in the Uniform Commercial Code), securing said indebtedness and obligations. Mortgagor represents and warrants that it is lawfully seized of the Premises, that the same are unencumbered (or, within sixty (60) days following the application of a portion of the principal amount evidenced by the Note toward the full payment of certain prior debts, will be unencumbered), and that it has good right, full power and lawful authority to convey and mortgage the same, and covenants that it will warrant and forever defend said Premises and the quiet and peaceful possession of the same against any and all claims of all persons whomsoever;

TO HAVE AND HOLD the Premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagor does hereby expressly release and waive.

The lien established by this Mortgage shall be subordinate only to the liens of the mortgages given by the Mortgagor to BYLINE BANK dated December 12, 2018, and recorded with the Cook County Recorder of Deeds as Document Nos. 1834857097 and 1834857098. The lien established by this Mortgage shall have priority over each and every subsequent claim or lien of any kind or nature whatsoever upon the Premises.

Mortgagor covenants and agrees:

1. To cause to be paid, when due, all sums secured hereby.
2. Not to abandon the Premises; to keep the Premises in good condition and repair and not to commit or suffer waste; to pay for and complete within a reasonable time any building at any time in the process of erection upon the Premises; to promptly repair, restore, or rebuild any building or improvement now or hereafter on the Premises which may become damaged or destroyed; to refrain from impairing or diminishing the value of the security and to make no material alterations of the Premises.
3. To comply with all requirements of law or municipal ordinances governing the Premises and the use thereof; and to permit Mortgagee to inspect the Premises at all reasonable times.
4. To keep the Premises free from mechanics or other liens or claims for liens of any kind; to pay when due any indebtedness which may be secured by a lien or charge on the Premises,

including, without limitation, any condominium association assessments, dues or charges, and, upon request, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such liens or claims.

5. To pay, ten (10) days before any penalty attaches, all general taxes and to pay, when due, all special taxes, special assessments, water charges, drainage charges, sewer service charges and other charges against the Premises, of any kind whatsoever, which may be levied, assessed, charged or imposed on the Premises or any part thereof.

6. To promptly pay all taxes and assessments assessed or levied under or by virtue of any state, federal or municipal law or regulation now existing or hereafter adopted against Mortgagee upon this Mortgage, or the debt hereby secured, or upon Mortgagee's interest under this Mortgage, provided however, that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in the State of Illinois for commercial business loans of this type and provided further that in the event of the adoption of any law or regulation affecting such highest lawful rate of interest, the entire indebtedness secured by this Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.

7. To exhibit to Mortgagee, at least annually and at any time upon request, official receipts showing full payment of all taxes, assessments and charges which Mortgagor is required or shall elect to pay hereunder.

8. To keep the Premises continuously insured until the indebtedness secured hereby is fully paid (or in case of foreclosure until expiration of the period of redemption, if any) against loss or damage under such types of hazard, liability and environmental hazard insurance, in such forms and amounts and written by such companies as may be approved or reasonably required from time to time by Mortgagee; all policies whether or not required by the terms of this Mortgage, shall contain loss payable clauses in favor of the Mortgagee (or, in case of foreclosure sale, in favor of the owner of the certificate of sale); in the event of loss, penalty or judgment, Mortgagor shall immediately notify Mortgagee in writing and Mortgagor hereby authorizes and directs each and every insurance company concerned to make payments for such loss, penalty or judgment jointly to Mortgagor and Mortgagee, and the insurance proceeds or any part thereof may be applied by Mortgagee, at its option, either to the reduction of the indebtedness hereby secured, or to the restoration or repair of the property damaged, or to the payment of any fine, penalty, judgment or clean-up costs assessed against Mortgagor or Mortgagee and any application thereof to the indebtedness shall not relieve Mortgagor from making any payments herein required until the indebtedness is paid in full.

9. To deliver to Mortgagee all policies of insurance, with evidence of premiums prepaid (renewal policies to be delivered not less than ten (10) days prior to the respective dates of expiration), and title guarantee policies and other evidence of title to the Premises, all of which shall be held by Mortgagee without liability, and in the event of foreclosure of this Mortgage or transfer of title to the Premises in extinguishment of said indebtedness, shall become the absolute property of Mortgagee. Mortgagee may, from time to time, at its option, waive, and after any such

waiver, reinstate, any or all provisions hereof requiring deposit of insurance policies, by notice to Mortgagor in writing.

10. Upon demand by Mortgagee, to make monthly deposits with Mortgagee, in addition to any other payments required to be made hereunder of a sum equal to one-twelfth (1/12th) of the yearly taxes and assessments which may be levied against the Premises and one-twelfth (1/12th) of the annual premium on the insurance policies covering the Premises. The amount of such taxes and assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes and assessments and premiums when due. Any insufficiency of such deposits to pay such taxes and assessments and premiums when due shall be paid by Mortgagor to Mortgagee on demand. Upon any default under this Mortgage, Mortgagee may apply any such deposits to any obligation secured hereby or due hereunder. The enforceability of the covenants relating to taxes and assessments and premiums herein otherwise provided, shall not be affected except insofar as the obligations thereunder have been actually met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring deposits for taxes and assessments and premiums, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes and assessments and premiums as herein elsewhere provided.

11. To pay to Mortgagee any awards of damage resulting from condemnation proceedings or the taking or injury of the Premises for public use, less reasonable costs and associated attorneys' fees and expenses of Mortgagor and the proceeds or any part thereof shall be applied by Mortgagee, at its option, after the payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indebtedness hereby secured.

12. In the event of default in performance of any of the covenants or agreements herein contained, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee to protect the Premises and the lien hereof shall be additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate in effect after maturity as set forth in the note described above. Mortgagee, making any payment hereby authorized relating to taxes or assessments, shall be the sole judge of the legality and validity thereof and of the amount necessary to be paid in satisfaction thereof.

13. If (a) default be made in payment, when due, of any sums secured hereby, or in any of the other covenants or agreements herein contained to be performed by Mortgagor or Borrower, or (b) if there be a default in the terms and/or conditions of any agreement between the Mortgagor and the Mortgagee or any Borrower and the Mortgagee relating to the sums hereby secured or to any indebtedness of the Mortgagor to Mortgagee, or (c) if there be a default in the terms or conditions of any other agreement between the Mortgagor, the Borrower or any guarantor of the sum hereby secured and the Mortgagee, or (d) if any proceedings be instituted or process issued

(i) to enforce any other lien, charge, or encumbrance against the Premises, or (ii) against the Mortgagor, the Borrower or any guarantor under any bankruptcy or insolvency laws, or (iii) to place the Premises or any part thereof in the custody or control of any court through a receiver or other officer, and such proceedings are not dismissed or stayed on appeal or such process withdrawn within ten (10) days after written notice to Mortgagor or Borrower, or (e) in the event the Mortgagor shall create or permit to exist any mortgage, lien or other encumbrance on the Premises other than the encumbrance represented by this Mortgage, or (f) in the event the Mortgagor shall convey title to any person or persons other than the Mortgagor, enter into any lease or other agreement containing an option to purchase or receive title to the Premises, or shall suffer or permit Mortgagor's equity of redemption to become vested in any person or persons other than the Mortgagor, or (g) if the Mortgagor or any of the persons constituting the Borrower makes an assignment for the benefit of creditors, or is at any time insolvent, or (h) if, at any time, litigation is commenced or reinstated contesting Mortgagor's ownership of the Premises or the validity of the lien of Mortgagee in the Premises, or (i) if by or with the consent or at the instance of the Mortgagor or any of the persons constituting the Borrower, proceedings to extend the time of payment of any sums secured hereby or to change the terms of this Mortgage be instituted; then,

- I. All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice, with interest thereon.

- II. Mortgagee may immediately foreclose this Mortgage. The Court in which any proceeding is pending for that purpose may, at once or at any time thereafter, either before or after sale, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the Premises, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made) for the benefit of Mortgagee, with power to collect the rents, issues and profits of the Premises, due and to become due during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the Premises, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the Premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree, and Mortgagor hereby grants to Mortgagee the right, acting through itself, its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the Premises and property, expel and remove any persons, goods or chattels, occupying or upon the same, and to collect or receive all the rents, issues and profits thereof, and to manage and control the same, and to lease the same or any part thereof from time to time, and after deducting all reasonable attorneys' fees, and all expenses incurred in the protection, care, maintenance, management and operation of the Premises, apply the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale held pursuant to a decree of foreclosure.

14. In any foreclosure of this Mortgage there shall be allowed and included in the decree for sale, to be paid out of the rents or proceeds of such sale:

- (a) All sums secured hereby and remaining unpaid,
- (b) All sums advanced or paid by Mortgagee pursuant to this Mortgage with interest,
- (c) All court costs, attorneys' fees, appraisers' fees, expenditures for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantee policies, Torrens certificates and similar data with respect to title, as Mortgagee may deem necessary in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced. All expenditures and expenses of this type mentioned in this subparagraph (c) shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon. The proceeds of any foreclosure sale shall be distributed and applied to the items described in subparagraphs (a), (b), and (c) in order of priority inversely to the manner in which said subparagraphs are above listed and any surplus of the proceeds of such sale shall be paid to Mortgagor.

15. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on their own behalf and on behalf of each and every person.

16. No remedy or right of Mortgagee shall be exclusive of but shall be in addition to every other remedy or right now, or hereafter, existing at law or in equity. No delay in exercising, or omission to exercise, any remedy or right, accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

17. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said Note, and without notice or consent:

- (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation,
- (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof,
- (c) exercise or refrain from exercising or waive any right Mortgagee may have,
- (d) accept additional security of any kind, and
- (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

Upon full payment of all sums secured hereby at the time and in the manner provided, then this conveyance shall be null and void and a reconveyance or release of the Premises shall be made by Mortgagee to Mortgagor.

18. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, after due inquiry, the Premises complies as of the date hereof, and Mortgagor covenants and agrees that it and the Premises will from the date hereof comply, in all material respects with all applicable federal, state, regional, county or local laws, statutes, rules, regulations or ordinances, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 *et seq.*, the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. §6901 *et seq.*, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §1251 *et seq.*, the Toxic Substances Control Act of 1976, 15 U.S.C. §2601 *et seq.*, the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §11001 *et seq.*, the Clean Air Act of 1966, as amended, 42 U.S.C. §7401 *et seq.*, the National Environmental Policy Act of 1975, 42 U.S.C. § 4321, the Rivers and Harbors Act of 1899, 33 U.S.C. §401 *et seq.*, the Occupational Safety and Health Act of 1970, 29 U.S.C. §651 *et seq.*, the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §300, the Illinois Environmental Protection Act, as amended, 415, ILCS 5/1 *et seq.* (1987), the Illinois Chemical Safety Act, as amended, 430 ILCS 45/1 *et seq.* (1987) and the Illinois Responsible Property Transfer Act, as amended, 765 ILCS 90/1 *et seq.* (1987), and all rules, regulations and guidance documents promulgated or published thereunder, and any state, regional, county or local statute, law, rule, regulation or ordinance relating to public health, safety or the environment, including, without limitation, relating to releases, discharges, emissions or disposals to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use, handling or disposal of polychlorinated biphenyls (PCB's), asbestos or urea formaldehyde, to the treatment, storage, disposal or management of hazardous substances (including, without limitation, petroleum, its derivatives by-products or other hydrocarbons), to exposure to toxic, hazardous, or other controlled, prohibited or regulated substances, to the transportation, storage, disposal, management or release of gaseous or liquid substances, and any regulation, order, injunction, judgment, declaration, notice or demand issued thereunder.

19. Mortgagor warrants and represents that, to the best of its knowledge, after due inquiry, the Premises, including all personal property, is free from contamination, that there has not been thereon a release, discharge or emission, or threat of release, discharge or emission, of any hazardous substances, gas or liquid (including without limitation, petroleum, its derivatives or by-products, or other hydrocarbons), or any other substance, gas or liquid, which is prohibited, controlled or regulated under applicable law, or which poses a threat or nuisance to safety, health or the environment, and that the Premises does not contain, or is not affected by: (i) asbestos, (ii) urea formaldehyde foam insulation, (iii) polychlorinated biphenyls (PCB's), (iv) underground storage tanks, or (v) landfills, land disposals or dumps.

20. Mortgagor represents and warrants that it has not given, nor should it give, nor has it received, any notice, letter, citation, order, warning, complaint, inquiry, claim or demand that: (i) Mortgagor has violated, or is about to violate, any federal, state, regional, county or local environmental, healthy or safety statute, law, rule, regulation, ordinance, judgment or order; (ii) there has been a release, or there is threat of release, of hazardous substances (including, without limitation, petroleum, its by-products or derivatives or other hydrocarbons) from the Premises; or (iii) Mortgagor may be or is liable, in whole or in part, for the costs or cleaning up, remediating or responding to a release of hazardous substances on or from the Premises (including, without limitation, petroleum, its by-products or derivatives, or other hydrocarbons); or (iv) any of the Mortgagor's property or assets are subject to a lien in favor of any governmental body for any liability, costs or damages, under federal, state or local environmental law, rule or regulation arising from or costs incurred by such governmental entity in response to a release of a hazardous substances (including, without limitation, petroleum, its by-products or derivatives, or other hydrocarbons). In the event that Mortgagor receives any notice of the type described in this Section, Mortgagor shall promptly provide a copy to Mortgagee, and in no event, later than fifteen (15) days from Mortgagor's receipt or submission thereof.

21. Mortgagor represents and warrants that to the best of its knowledge, after due inquiry, it has never in the past engaged in, and agrees that in the future it shall not conduct, any business, operations or activity on the Premises, or employ or use the personal property or facilities, to manufacture, use, generate, treat, store, transport or dispose of any hazardous substance (including without limitation, petroleum, its derivatives or by-products, or other hydrocarbons), or any other substance which is prohibited, controlled or regulated under applicable law, or which poses a threat or nuisance to safety, healthy or the environment, including, without limitation, any business, operation or activity which would bring Mortgagor, its property or facilities, within the ambit of the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. §6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 *et seq.*, the Illinois Environmental Protection Act, as amended, 415 ILCS 5/1 *et seq.* (1987), the Clean Air Act of 1966, as amended, 42 U.S.C. §7401 *et seq.*, or any similar, state, county regional or local statute, law, regulation, rule or ordinance, including, without limitation, any state statute providing for financial responsibility for cleanup for the release or threatened release of substances provided for thereunder.

22. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of the parties hereto, and the word Mortgagor shall include all persons claiming under or through Mortgagor (including, if this Mortgage is executed by a trust or trustee, any beneficiary thereof) and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note, any guaranty or this Mortgage. Wherever used, the singular number shall include the plural and the singular, and the use of any gender shall be applicable to all genders.

[Remainder of page intentionally blank; Signature page(s) follows]

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage as of the day and year first written above.

**LITTLE VILLAGE PILSEN FUNERAL HOME
AND CREMATION, LLC**, an Illinois limited liability company

By: _____
Kevin Kopicki, Its Manager

THIS INSTRUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:

Del Galdo Law Group, LLC
1441 S. Harlem Ave.
Berwyn, Illinois 60402
(708) 222-7000

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Kevin Kopicki, the Manager and Authorized Representative of Little Village Pilsen Funeral Home and Cremation, 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 _____ 2020.

Notary Public

My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

LEGAL DESCRIPTION:

COMMON ADDRESS:

6901 W Roosevelt Road
Berwyn, Illinois 60402

PINs:

16-19-105-010-0000

Parcel 2:

LEGAL DESCRIPTION:

COMMON ADDRESS:

3125 Oak Park Ave.
Berwyn, Illinois 60402

PINs:

16-31-200-007-0000

UNANIMOUS WRITTEN CONSENT OF THE MEMBERS
OF OAK PARK FOREST PARK FUNERAL HOME AND CREMATION, LLC
an Illinois limited liability company,

The undersigned, comprising all of the managers of **OAK PARK FOREST PARK FUNERAL HOME AND CREMATION, LLC**, an Illinois limited liability company (the “**Company**”), hereby waive all notices of meeting, and consent, in writing, without the necessity of a meeting, pursuant to the authority granted by the Limited Liability Company Act, to the following actions:

WHEREAS, the Company has previously received a loan from the Berwyn Development Corporation (the “**Creditor**”) in the sum of Forty-Seven Thousand and 00/100 Dollars (\$47,000.000) (the “**Loan**”) following the execution of that certain promissory note (the “**Note**”), security agreement (the “**Security Agreement**”), senior mortgage (the “**Mortgage**”), and personal guaranty (the “**Guaranty**”), each dated June 19, 2019; and

WHEREAS, the Company has determined that it needs to borrow an additional sum of Three Hundred Seventy-Eight Thousand and 00/100 Dollars (\$378,000.00); and

WHEREAS, the Creditor is willing to loan the Company the sum of Three Hundred Seventy-Eight Thousand and 00/100 Dollars (\$378,000.00) upon the execution of an amendment to the Note, an amendment to the Mortgage, and a new junior mortgage;

IT IS HEREBY RESOLVED, that this Company is authorized to execute loan documents in favor of the Creditor to increase the principal amount of the Note by a sum of Three Hundred Seventy-Eight Thousand and 00/100 Dollars (\$378,000.00, as evidenced by a First Amendment to the Note to be jointly and severally executed by the Company and Kevin Kopicki, individually (the “**First Amendment to Secured Promissory Note**”); a First Amendment to the Mortgage of even date therewith granted by the Company, in favor of Creditor on the real property located at 3125 Oak Park Avenue, Berwyn, Illinois 60402 and 3129 Oak Park Avenue, Berwyn, Illinois (the “**First Amendment to Mortgage**”); and a junior real estate mortgage to be granted of even date therewith by the Company, in favor of Creditor on the real property located at 3129 Oak Park Avenue, Berwyn, Illinois 60402 and 6109 W. Roosevelt Road, Berwyn, Illinois 60402 (the “**Mortgage**”); and it is

FURTHER RESOLVED, that Kevin Kopicki, as Managing Member of this Company, is hereby authorized to execute such loan documents on behalf of the Company as are necessary or required by the Creditor to effect the above resolution.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE(S) FOLLOWS]

**[SIGNATURE PAGE TO UNANIMOUS WRITTEN CONSENT OF THE MEMBERS
OF OAK PARK FOREST PARK FUNERAL HOME AND CREMATION, LLC – LOAN FROM
BERWYN DEVELOPMENT COMPANY – _____ 2020]**

Dated: As of this ____ day of _____ 2020.

By: _____
Kevin Kopicki, *Its Managing Member*

By: _____
_____, *Its* _____

Being the Managing Member and _____ of the Company.

Memorandum

E-1

To: Mayor Robert J. Lovero and Members of the Berwyn City Council
From: David Hulseberg, Executive Director
Date: April 24, 2020
Re: Craft Creations, LLC – 6613-6621 W. Ogden Avenue Host Agreement

Craft Creations, LLC is a craft cannabis grower and infuser proposing to locate at 6613-6621 Ogden Avenue with an adjunct transportation operation. Craft Creations has made application for these uses with the State of Illinois and local zoning approval from the City of Berwyn.

Background: Craft Creations, LLC has provided a business plan (attached). They anticipate City Council action on their petition on April 28, 2020 and the State of Illinois sometime later this year. Craft Creations seeks to enter into a host agreement with the City of Berwyn which will provide certain benefits to the community.

Host Agreement: The Host Agreement provides that the City of Berwyn will receive 1% of gross sales. A side letter provide by Craft Creations indicates that by year two their projected sales are at \$7,700,000 in addition to \$4,000,000 in infusion sales. Thus, the Community Impact Fee is projected to be \$117,000 in year two. Craft Creations has also agreed to make an annual charitable, not-for-profit contribution to any charitable organization which the City designates in the amount on \$10,000 for every \$5,00,000 of gross revenue earned.

Recommendation:

The BDC recommends that City Council Approve the resolution authorizing the Mayor and Clerk to sign the attached Host Agreement.



CRAFT CREATIONS, LLC

Business Plan for the
City of Berwyn, Illinois

CONFIDENTIALITY STATEMENT

This document (the "Business Plan") contains confidential information proprietary to Craft Creations LLC, hereinafter referred to as the "Company" (the "Company"). This information and related conversations are submitted solely for the purpose of introducing selected parties to the Company's Business Plan. The Company's disclosure of information contained herein and in related conversations does not constitute authorization for the recipient of the Business Plan to use the information, ideas, or concepts contained herein for any purpose other than the evaluation of the Company, or to disclose any information to any other parties. The Company retains ownership of this Business Plan, including any and all concepts and ideas described herein, and reserves the right to modify, amend or supplement this Business Plan based on local and State ordinances, regulations and needs.

Each recipient of this document agrees to treat the information in a strictly confidential manner. The recipient may not disclose, directly or indirectly, or permit any agent or affiliate to disclose any information contained herein, or reproduce this document in whole or part without the prior written consent of the Company, unless otherwise required by applicable law.

Any party who accepts delivery of this Business Plan, or any other document(s) or verbal communication(s) of confidential information from the Company, agrees to be bound by the terms of this Confidentiality Statement, and further agrees to promptly return any such documents and materials to the Company upon request.

SECURITY STATEMENT

This Business Plan does not constitute an offer to sell or the solicitation of an offer to buy any securities, or an offer to sell or the solicitation of an offer to buy such securities in any circumstances in which such offer or solicitation is unlawful. Neither the delivery of this Business Plan nor any sale of the Company's securities shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date hereof, or that information contained herein is correct as of any time subsequent to its date.

DISCLAIMER STATEMENT

The market analysis and financial projections presented herein represent the Company's best judgment and reasonable assumptions of future events and circumstances; all other information contained herein has been obtained from sources deemed reliable. However, no warranty or representation, expressed or implied, is made as to the accuracy or completeness of any information contained herein, and same is submitted subject to errors and omissions, and no representations or warranties of future company performance or market trends are intended and such are expressly disclaimed.

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EXECUTIVE SUMMARY

CRAFT CREATIONS, LLC. (also referred to as “the Company”) will be a licensed cannabis craft cultivation grower, which proposes to be located in Berwyn, Illinois. The Company has secured a building located at 6621 South Ogden Avenue in Berwyn, Illinois 60402 as the proposed site for the business. CRAFT CREATIONS, LLC. is a Limited Liability Company registered in the State of Illinois, proposed to be headquartered at the proposed location in Berwyn.

Project Cost: Total project cost is **\$4MM**. After securing license and funds, the management team will have the facility operational in six months or less.

Market Size: A new study projects Illinois could be the next multibillion-dollar weed market. The study, conducted by Colorado cannabis consulting firm Freedman & Koski, concludes that Illinois’ annual marijuana market could be \$2.58 billion having annual consumption of around 550,000 pounds. Marijuana Business Daily also projects that the Illinois recreational program, to be launched on January 1, 2020, could generate up to \$2.5 billion a year.

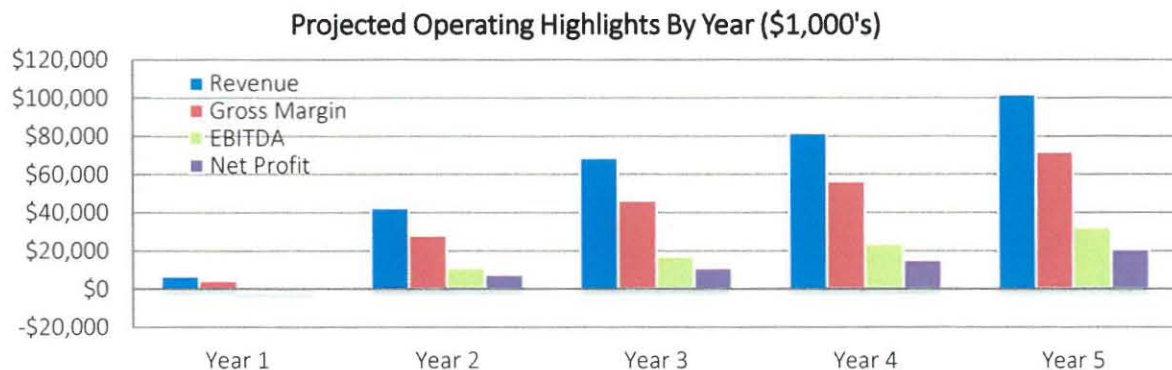
Marketing: Marketing will be accomplished through a variety of channels, with networking through trade shows and relationship management as the primary drivers. As a B2B business, the focus of marketing will be towards currently licensed bulk buyers and processors in Illinois. Additionally, the Company will have a website, social media presence, and print marketing that will be placed in publications that are typically read by members of the targeted audiences.

Target Market: The Company will target bulk buyers in Illinois. The Company intends to provide bulk cannabis to licensed processors and dispensaries for implementation in their retail products. The latest statistics show that there are fifty-five (55) dispensaries catering around 750,000 patents.

Competition and Competitive Advantages: As of this printing there are fourteen cultivators with twenty-one licenses which have been issued in Illinois. Most of the growers are startups. The management team possesses diverse and concrete experience in cannabis industry. This gives a sheer edge to the Company over other growers in the market as the Company produces the highest quality of stains and can get an adequate target market share.

Financial Overview: The Company expects steady growth over the first five years of operation and projects the following revenue to be generated*:

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Area (Sq.Ft.)	55,000	100,000	135,000	160,000	200,000
Total Growing Area	32,500	92,500	113,500	128,500	152,500
Yield (In Pounds)	6,500	37,000	56,750	64,250	76,250
Revenue	\$7,150,000	\$42,735,000	\$68,823,563	\$81,815,147	\$101,950,587



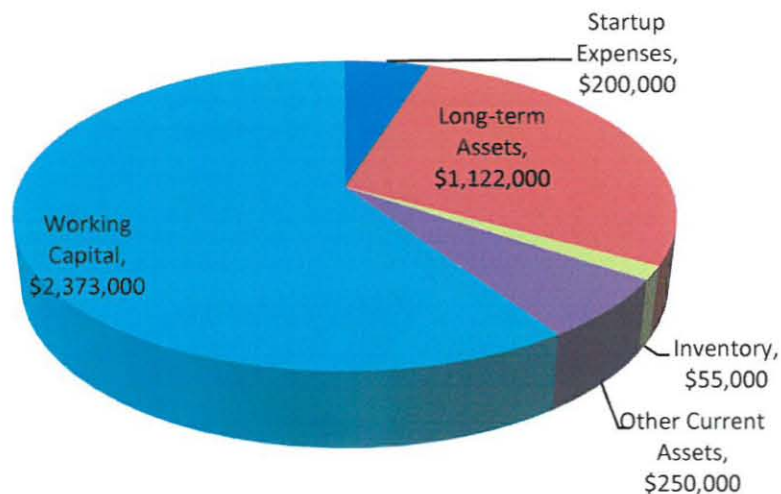
*The above projections are based on the stated square footage which we expect to be adjusted based on the physical allowances and limitations of the property used.

START-UP SUMMARY

The following tables and graphs detail the utilization funds:

Use of Start-up Funding	
Expenses	
Legal & Professional Fees	\$75,000
Branding & Supplies	\$20,000
Website Development	\$5,000
Contingency Expenses	\$100,000
Total Start-up Expenses	\$200,000
Long-term Assets	
Facility Build Out	\$500,000
Equipment	\$200,000
Lease Buildout	\$160,000
Furniture & Fixtures	\$120,000
Computer, Accessories & Software	\$32,000
Security & Surveillance	\$48,000
Vehicle	\$50,000
Signage	\$15,000
Total Long-Term Assets	\$1,122,000
Short-Term Assets	
Working Capital	\$2,373,000
Inventory	\$55,000
Other Current Assets	\$250,000
Total Short-Term Assets	\$2,678,000
Total Expenses & Assets	
Total Start-up Expenses	\$200,000
Total Start-up Assets	\$3,800,000
Total Funding Requirements	\$4,000,000

As shown in the charts above, the total funding needed to successfully implement this venture is **\$4,000,000**. As depicted above, **\$200,000** will be used for start-up expenses; **\$1,122,000** will be used to purchase long-term assets; **\$55,000** will be used for purchasing inventory, and **\$250,000** will be used for deposits and other current assets. The remaining balance of **\$2,373,000** will be used for working capital.



CRAFT CREATIONS, LLC.

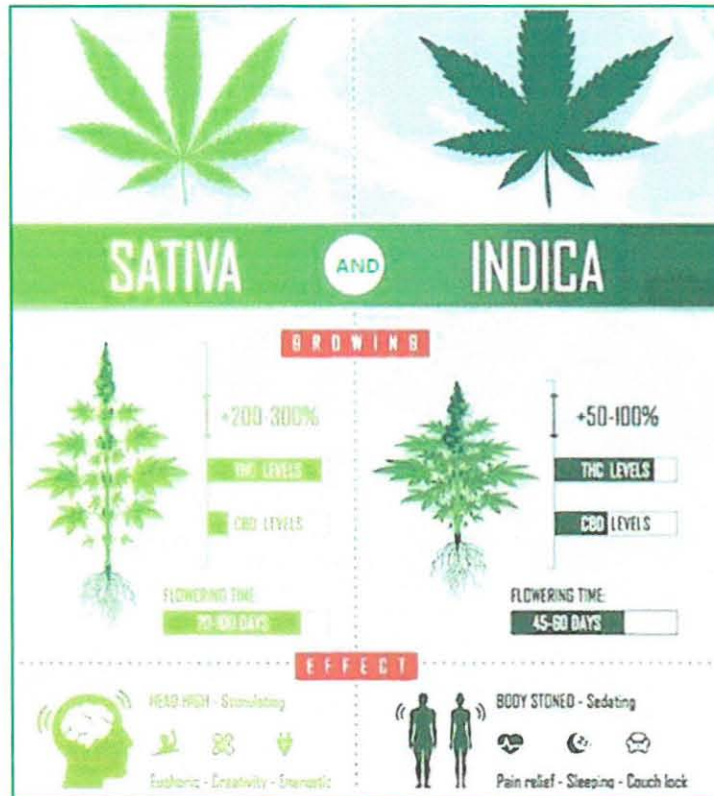
CRAFT CREATIONS, LLC would like to operate as a marijuana grower in Berwyn, IL. The company will develop a state-approved indoor facility for cannabis production in Berwyn, IL on an anticipated 200,000 square foot facility by year 5.

The Company is applying for a craft cultivation license in the State of Illinois. The craft cultivation grower license allows the Company to legally grow and sell marijuana for recreational purposes to licensed processors and licensed dispensaries in the State of Illinois.

PRODUCTS

The company contemplates cultivating two cannabis strains:

Strains/Products	Description
 <p>SATIVA</p>	<p>The Company will produce Sativa through clones (cutting) from the mother plant. Sativa grows long, lanky, and take their time to finish. The major qualities of Sativa strain includes anti-anxiety, anti-depressant, treats chronic pain and increases focus and creativity</p>
 <p>INDICA</p>	<p>Indica has always been popular amongst growers because of its shorter flowering periods and higher yields. Shorter flowering periods mean plants mature and finish growing sooner as compared to sativa strains. The major qualities of Indica medicinal strains provide relieve in body pain, spasm, stress, and anxiety; reduce seizures, and relaxes muscles.</p>



MARKET ANALYSIS: MARIJUANA GROWING INDUSTRY IN THE US

Key Statistics Snapshot

Revenue
\$6.4bn

Profit
\$1.1bn

Annual Growth 13–18
28.3%

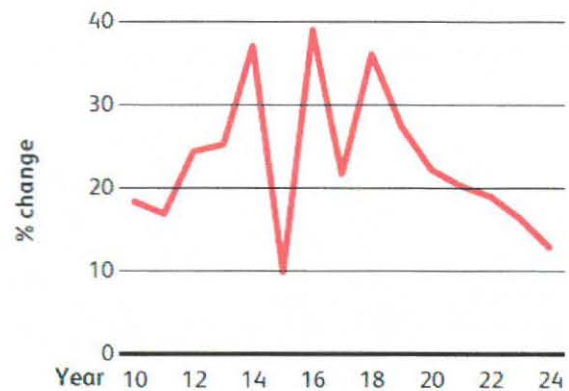
Wages
\$1.8bn

Annual Growth 18–23
21.0%

Businesses
182,541

The Medical and Recreational Marijuana Growing industry grew exponentially over the five years to 2018, bolstered by increasing consumer acceptance and sweeping legalization victories across the United States. More states legalized recreational or medical marijuana, or both in certain cases, in 2016 than any previous year. While cannabis is not legalized at the federal level, several states have paved the road for market expansion. Currently, 33 states have legalized marijuana in some form, with 10 states legalizing the sale of recreational marijuana as of November 2018. The industry also includes operators that grow both medical and recreational marijuana on a for-profit basis in states that legalized recreational marijuana. As a result, industry revenue grew precipitously over the five years to 2018, increasing at an annualized rate of 28.3% to reach \$6.4 billion. In 2018, revenue was expected to jump 36.2%.

Industry revenue



SOURCE: WWW.IBISWORLD.COM

Establishments are defined as the employer and non-employer locations that grow marijuana for medical and recreational use. Most operators are either facilities that cultivate cannabis for recreational shops or nonprofit collectives that provide medical marijuana to other collective members. Colorado and Washington were the first two states to legalize recreational marijuana and largely pioneered the market landscape for licensed, for-profit cultivators. Since then, several other states have legalized recreational marijuana, taxing it at a rate similar to alcohol and tobacco products.

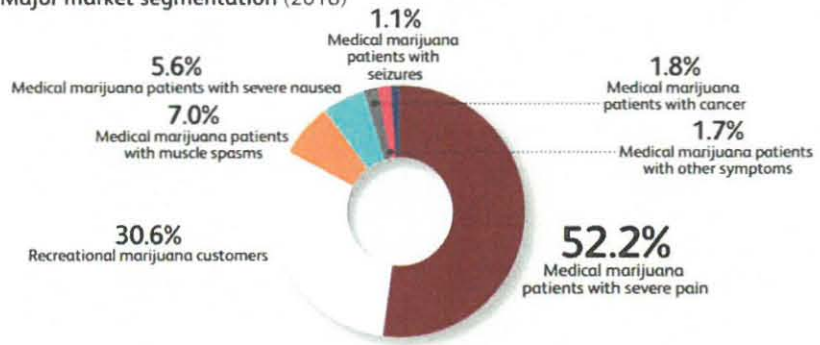
The Medical and Recreational Marijuana Growing industry is poised to reach new highs over the five years to 2023. Although the industry will continue to benefit from increasingly favorable attitudes toward medical marijuana-based treatments, industry growth will be led by consumer demand for recreational marijuana. Combined with increasingly favorable consumer sentiment and rising disposable incomes, IBISWorld forecasts that revenue will skyrocket at an annualized rate of 21.0% to reach \$16.6 billion during the outlook period. In particular, increasing levels of discretionary income are projected to support continued demand for industry products and growing acceptance of medical applications of the drug.

PRODUCT SEGMENTATION

Products are segmented by the two strains of marijuana that are primarily used in the United States. Hybrid strains of indica-dominant and sativa-dominant are included within their respective categories. According to Leafly, the top-selling strains include Blue Dream, Girl Scout Cookie, Sour Diesel and Gorilla Glue #4. Population demographics, particularly age, also dictate demand trends for medical marijuana. Although adults

aged 50 and older are more likely to develop health conditions such as cancer, Alzheimer’s, chronic pain, glaucoma and other diseases that can be treated with medical marijuana, obtaining a medical marijuana card is not difficult in many states. As a result, the average age of a medical marijuana patient is 41.5 years of age. Moreover, changing societal norms have made marijuana use much more acceptable today.

Major market segmentation (2018)



Total \$6.4bn

SOURCE: WWW.IBISWORLD.COM

Cannabis Indica: Indica marijuana can be used to treat anxiety, chronic pain, insomnia and muscle spasms. In general, indica provides more physical relaxation in comparison to the second strain, sativa. Common indica strains include Granddaddy Purple, Bubba Kush, Afghan Kush, Blue Cheese, and Northern Lights. Some patients also use indica as a sleep aid because it can cause sleepiness. Over the past five years, demand for indica was relatively stable because it treats a wide range of illnesses. In 2018, indica products generated 56.1% of total revenue.

Cannabis sativa: Sativa marijuana is used as a stimulant to improve appetite, relieve depression, migraines, pain, and nausea. This is especially beneficial for patients suffering from eating disorders, cancers and other debilitating diseases that cause a loss of appetite. Sativa is also more popular for patients during the day because it can increase alertness. Popular strains include Green Crack, Alaskan TF, Jesus OG, Haze and Trainwreck. Again, demand for sativa was relatively stable over the past five years because it fits a wide range of uses and treats a wide range of illnesses. In 2018, sativa products generated 43.9% of total revenue.

Products and services segmentation (2018)



Total \$6.4bn

SOURCE: WWW.IBISWORLD.COM

ILLINOIS CANNABIS – A CLOSER LOOK

Marijuana is currently legally permitted for recreational and medicinal use in Illinois. Millions of dollars have been spent illegally in Illinois on the purchase of cannabis on the unregulated black market. According to the Marijuana Policy Project, a pro-legalization advocacy organization, an estimated 750,000 adults in Illinois reported consuming marijuana in the past month— representing nearly 6 percent of the total population in the state. Accordingly, the legalization of recreational marijuana now allows the State of Illinois to safely regulate the activity while collecting new tax revenues.

State	Population (millions)	Visitors (millions)	Resident Cannabis Users	Visitor Cannabis Users	Resident Purchases (Pounds)	Visitor Purchases (Pounds)	Total Demand (Pounds)
Illinois	12.8	114.0	2,250,000	8,800,000	1,250,000	74,500	1,324,500

Figure 4 - Estimated Illinois Demand Extrapolated Using MPG 2017 Demand and Market Study from Colorado (August 2018)

Adult use in Illinois would represent a 127 million person market with 13 million residents and roughly 114 million visitors annually. Five of the size states (including Michigan) bordering Illinois have no cannabis program. Illinois features fourteen (14) cultivators with twenty-one (21) licenses and an additional fifty-five (55) dispensaries. Currently, approximately 1,250 lbs of dry cannabis sold per month. A recent survey, as well as numerous others, have found approximately 1 in 7 Americans had used cannabis within the last year.¹

If 750,000 adults in Illinois consume marijuana at the same monthly quantities as qualified patients (MPP, 2017), estimated sales would be \$176.5 million per month or market size of \$2.12 billion.

OPERATIONAL STRATEGY

COMPANY STRUCTURE

CRAFT CREATIONS, LLC. is a Limited Liability Company registered in the state of Illinois. The company desires the establishment of a craft cultivation center in Berwyn, Illinois as per rules and regulation governing recreational cannabis growers.

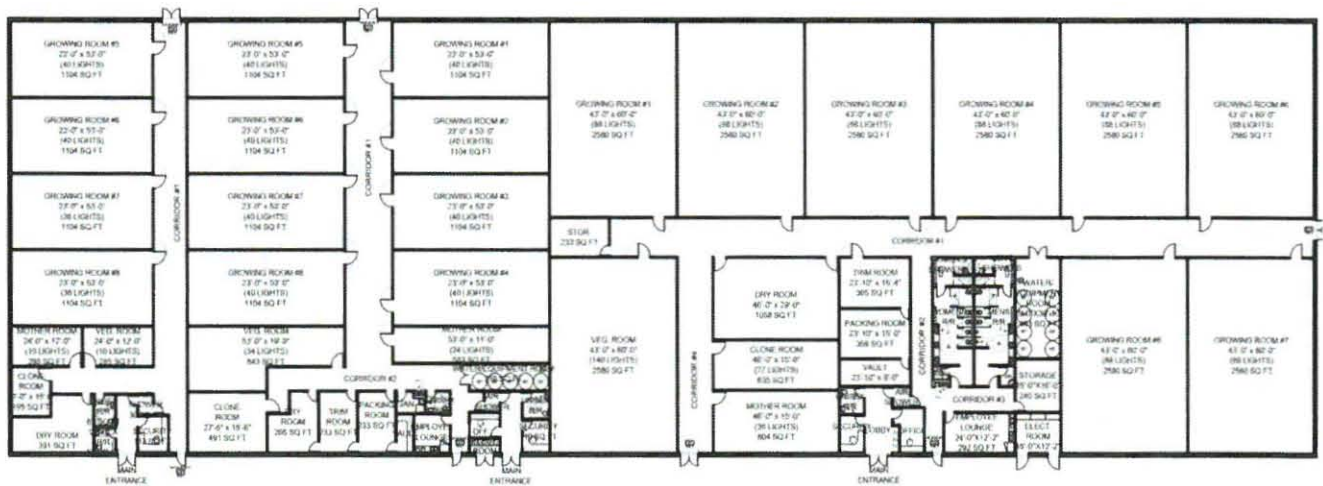
LOCATION

The Company intends to lease the building located at 6621 South Ogden Avenue in Berwyn, Illinois for indoor grow. The building is presently 10,000 square feet. The Company intends to expand the facility to its maximum allowable square footage by year 5 or, in the alternative, to secure an alternate facility location within the city limits of Berwyn, Illinois, with the input and assistance of the local governmental body.

The City of Berwyn, Illinois has an approximate population of 60,000 residents and is located seven miles from Chicago, which is the most populous city in Illinois, as well as the third-most populous city in the United States. With an estimated population of 2,705,994 (2018), it is the most populous city in the Midwest. Chicago is the county seat of Cook County, the second-most populous county in the United States, and portions of the city extend westward into neighboring DuPage County. It is the principal city of the Chicago metropolitan area, often referred to as Chicagoland. At nearly 10 million people, the metropolitan area is the third-largest in the United States.²

¹ Illinois Cannabis Industry Overview and Analysis – Obtained at <https://themedicalcannabiscommunity.org/wp-content/uploads/2019/03/il-norml-illinois-cannabis-industry-overview-and-analysis-v1.2.pdf>

² "Chicago, Illinois Facts" U.S. Census Bureau 2018 - Obtained at <http://factfinder2.census.gov/faces/nav/jsf/pages/index.xhtml>.



*The above architectural schematic would be modified to accommodate the proposed site and any alternate location within the City of Berwyn.

TARGET MARKET

The primary target market for the strains that are being offered by CRAFT CREATIONS, LLC. will be licensed recreational marijuana dispensaries and processors throughout the Illinois State.

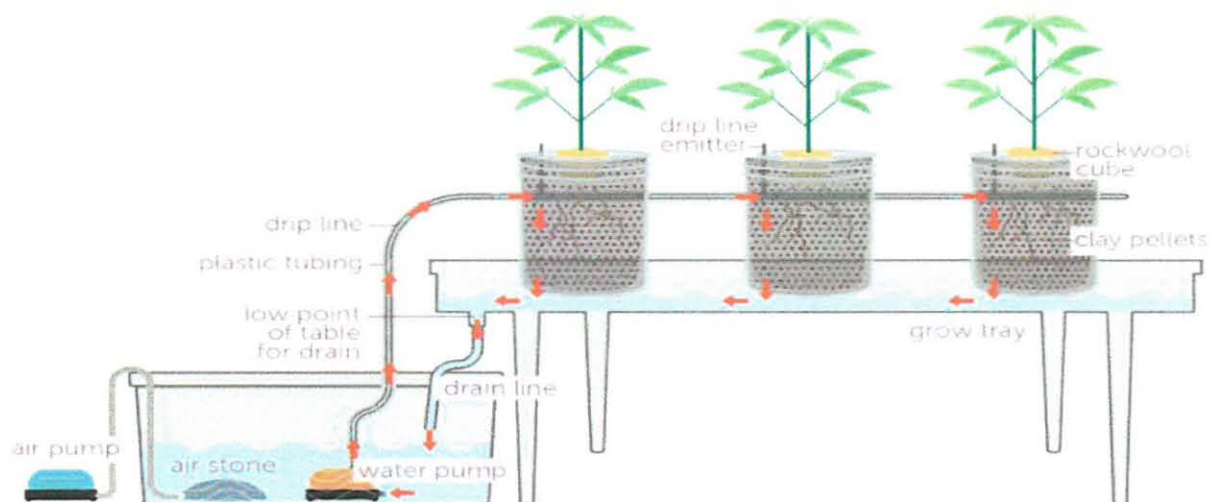
CULTIVATION PLAN

Hydroponics is a comparably common and simple method for growing cannabis. “Hydroponics” mainly refers to a process of growing plants where nutrients are delivered to the roots by means of water instead of soil. Hydroponics equipment makes it easy to grow indoor as well as outdoor. Hydroponics is a relatively common method for growing cannabis, and there are several advantages of using this growing system.

Advantages of Growing with Hydroponics

- **Higher quality without ideal conditions:** One of the key characteristics of growing hydroponically is that it allows the production of high-quality marijuana, even without ideal outdoor environmental conditions.
- **Greater Yields:** Compared to traditional soil-based cultivation, with hydroponics it is possible to produce higher yields from a particular plot size. In most hydroponic grow rooms, the density of the plants is only limited by the availability of light. A faster maturation period also results in a much higher yield overall. Maintaining ideal conditions, it may even be possible to harvest as many as six times a year.
- **Safer For Medical Use:** When growing hydroponically, there is also less risk of pest infestation and disease, which reduces the need for pesticides. In addition to reducing growing costs, this also results in a much safer product for medical marijuana patients. For AIDS and cancer patients, in particular, the presence of chemical and organic contaminants in weed can result in severe and potentially serious side effects. For this reason, most patients opt for cannabis grown hydroponically.
- **More Growing Control:** With indoor hydroponic systems, growers have much more control over the growing environment than they would outdoors. This also helps in monitoring factors that can influence the quality and potency of the plant, as well as its yield and growing period — resulting in better overall quality of weed.

How Do Hydroponic Systems Work?



CRAFT CREATIONS, LLC. will be B2B business operating as a wholesaler. The Company’s activities will involve the following:

- **Growing:** CRAFT CREATIONS, LLC. plans to grow top-notch cannabis initially using the 10,000 square foot space of its initial property. The Company will utilize the Hydroponic system to enhance the growing procedure as there are several advantages of using this system.
- **Harvesting:**
 - CRAFT CREATIONS, LLC. Intends to harvest two times in the first year, four times in the second year, and there will be five harvests annually from the third year.

Growing Capacity:

The Company has retained an architectural firm licensed in the State of Illinois who has vast experience designing and implementing dispensary and cultivation centers both in Illinois and in the states of California, Colorado and others. Their design plans will be created based on the exact location of the Business.

SECURITY PLANS AND PROCEDURES

CRAFT CREATIONS, LLC. places the utmost importance on the safety and security of its employees, customers, neighbors, and members of the community. Key elements of the Company's safety and security plan include:

Facility Security: CRAFT CREATIONS, LLC. will use a professional business surveillance & security company to provide 24/7 monitoring and security. The Company will have cameras recording key areas inside and outside the facility, as well as a secured door to the inventory room, to which entrants must be "buzzed in" before being allowed entry. Doors will always be locked with commercial-grade locks, and the Company's vaulted safe will be UL-certified, burglary tested, and fire-safe for up to 60 minutes. Security measures also include:

- 24-hour guards in and outside of the facility
- 24-hour patrol car
- Fencing around the facility with barbwire

Fire Safety: CRAFT CREATIONS, LLC. will employ many techniques to mitigate and control fires if they occur. Smart mitigation techniques limit fire damage and danger, and they conserve the resources of the local Fire Department by reducing the number of incidents that require a response by firefighters. These mitigation techniques include the following:

- i. Fire Alarms
- ii. Sprinklers
- iii. Extinguishers
- iv. Monitoring Services
- v. Fire Evacuation Plan

Product Security: Product inventory will be stored in a vaulted safe that is locked and secured within the facility.

Transaction Security: The inventory room will be equipped with cameras.

Cash Transfers: CRAFT CREATIONS, LLC. will hire private security escorts for all cash transfers.

Customer Security: All staff will be trained in how to deal with inventory and customers and their needs. Employees will sign a legal agreement not to use or divulge customer information.

Strategic Location: The location of the proposed site will pose no risk to the public's health, safety, and security.

Security Clearance: All key personnel will be required to pass security clearance screening to work at CRAFT CREATIONS, LLC.

24/7 Security Technology: The following technologies will be implemented throughout the facility to ensure 24/7 monitoring and security measures are in place.



CONSUMER EDUCATION

CRAFT CREATIONS, LLC., although a craft cultivation grower and not a dispensary, will assist the community leaders in authoring and providing cannabis educational materials to the community, to local school and to other recipients as the community leaders see fit. Any authored materials will be available in languages accessible to all demographics, including the visually- and hearing-impaired. Although The Company does not envision a need for such materials given the scope of business being operated, the Company intends to assist the community leaders in educating the community regarding cannabis to whatever extent they deem appropriate.

PRODUCT DIVERSION PREVENTION PROCEDURES

The following procedures related to inventory management, packaging and labeling, storage, and waste will prevent the diversion of marijuana products.

INVENTORY MANAGEMENT

Once the cannabis products have been cultivated and tested pursuant to State regulations, all inventory will be accounted for and entered into the Company's state-approved Cannabis Software System(s). The Company will employ internal and outside auditors to ensure daily compliance with all State cannabis inventory management regulation compliance.

WASTE & RECYCLING

Once products are packaged, CRAFT CREATIONS, LLC. will effectively manage waste and ensure excess items such as stems, crumbs, leaves, and "shake" is weighed, documented, and tracked through the system. Once documented, CRAFT CREATIONS, LLC. will store waste in a vaulted safe until delivered to a state or city-approved facility to be safely disposed of.

Cannabis waste can negatively affect the society's environment. The operation team will screen out any material(s) that can be recycled to create a closed loop system. Any recyclable waste generated shall be recycled as per applicable state and local law.

PERSONNEL POLICIES

HIRING PLAN

Below is CRAFT CREATIONS, LLC.'s initial plan to interview and hire prospective employees:

MUST-HAVES:	Resume	Cover letter	Simulations	Interviews	Ref. Checks	Provide documentation
Knowledge / Willingness to Learn: Understanding of local government and state laws pertaining to the cannabis industry.	X	X	X	X	X	
Customer Service: Polished, personable, good with customers, excellent verbal and written communication skills	X	X	X	X	X	
Analytical, creative problem-solver, proactive, initiative taker			X	X	X	
Highly organized and detail oriented			X	X	X	
Thrives in a fast-paced, multi-tasking environment			X	X	X	
Good negotiation and conflict resolution abilities			X	X	X	

Flexible, resilient, handle stressful situations well				X	X	
Proof of documentation to legally work in the USA and confirm the employee is at least 21 years old.						X
Criminal background check						X
NICE-TO-HAVES						
Knowledge / longstanding interest in a career in cannabis	X	X		X		
Expertise/familiarity with vendors, products, and operation systems.			X	X		
Fun, great sense of humor, people say they're a joy to work with				X	X	
Self-identity that complements the diversity of the team				X		

RECRUITMENT PROCESS

1) Build the pool

- Search for local talent - Post job description locally with a focus on the local community.
- If not entry-level, then search for talent within the Company. Promoting from within improves staff productivity and morale.
- Reach out to top-performing employees to get recommendations; Look for a strong work ethic.
- Reach out to professional contacts who are good networkers and involved in the local community.

2) Resume/Cover letter screen

- Scan for experience in the currently open position(s).

- Divide into “consider” and “do not consider.”
- Send rejection emails to “do not consider” applicants.

3) Telephone interview

- The purpose is to screen for polished, personable verbal communicators, note interest/passion level, and begin to probe into open position experience.
- Look for proactivity, problem-solving, detail orientation, and organization skills.
- Send any necessary rejections

4) In-person interview

- Probe more on handling stressful situations and thriving in a fast-paced environment.
- Test analytical/creative problem-solving and negotiation/conflict resolution skills by probing past experiences and job simulation exercises.
- Possible exercises:
 - Scenarios of day to day operations and how prospective employees handle the situation

5) Final Interview with Executive level Manager(s)

- The purpose is to have a more experienced manager evaluate the finalists
- Send any necessary rejections

6) Reference checks

- For finalists
- Focus on qualities that were not fully evaluated through interviews.
- Identify any red flags

7) Decision

- CRAFT CREATIONS, LLC. management makes its final hiring decision.

8) Offer and acceptance

- Then make the final rejections

9) Set start date and plan orientation (see training and continuing education section)

LOCAL HIRING PREFERENCES

As a business coming into the City of Berwyn, the Company will strive to have a positive impact on the community in multiple ways. One of the most beneficial ways to contribute to the City is by creating jobs, and the Company looks forward to recruiting local talent. As the Company grows, so will its need for employees. CRAFT CREATIONS, LLC. will use social media and online hiring sites targeting the local community, which will ensure hiring from within the local community.

EMPLOYEE TRAINING AND CONTINUING EDUCATION

CRAFT CREATIONS, LLC. will have an orientation training program for all new hires as well as monthly meetings to ensure employees are well informed of company procedures and state and local laws and regulations. Since the cannabis industry is relatively new and constantly evolving, CRAFT CREATIONS, LLC. will hold bi-weekly staff meetings to keep all personnel up-to-date on laws, important news, and any regulatory changes within the Municipality or State. Training sessions will also be held when needed in a timely manner, such as when any new rules and regulations are announced. In addition, periodic refresher training sessions will be held to ensure staff are maintaining standards and protocols.

PREVENTING WORKPLACE INJURIES

Below are ways in which the Company will prevent workplace injuries:

- Hire and retain only capable and competent employees who carefully follow guidelines and instructions.
- Provide proper safety training to staff.
- Create a safe work environment through regular maintenance of the facility.
- All new employees will shadow an experienced employee for three days before working independently.
- Educate employees on state laws and city regulations on an ongoing basis.
- Ensure the facility meets all fire codes. Fire exit plans and fire extinguishers will be located throughout the facility.
- Undertake quarterly fire and natural disaster drills.
- Perform monthly testing of security systems.
- All new employees must undergo and pass a background check.

EMPLOYEE COMPENSATION

CRAFT CREATIONS, LLC. will adhere to minimum hourly wage requirements for entry-level positions with anticipated annual raises of 3%, as well as room for growth for its employees and promotion from within the organization.

PROBATIONARY PERIOD

All employees will hold a probationary status for their first 90 days with the Company.

LABOR PEACE AGREEMENT

The Company anticipates participating in a viable labor peace agreement. Labor peace agreement means an agreement between a cannabis business establishment and any labor organization recognized under the National Labor Relations Act that prohibits labor organizations and members from engaging in picketing, work stoppages, boycotts, and any other economic interference with the cannabis business establishment.

This agreement means that the cannabis business establishment has agreed not to disrupt efforts by the bona-fide labor organization to communicate with and attempt to organize and represent, the cannabis business establishment's employees. The agreement shall provide a bona fide labor organization access at reasonable times to areas in which the cannabis business establishment's employees work, for the purpose of meeting with employees to discuss their right to representation, employment rights under state law, and terms and conditions of employment. This type of agreement shall not mandate a particular method of election or certification of the bona fide labor organization.

STAFF DIVERSITY PLAN

CRAFT CREATIONS, LLC. will promote fair hiring practices and equity among women, minorities, veterans, people with disabilities, and people of all gender identities and sexual orientation. Procedures will be in place to ensure all employees adhere to nondiscriminatory practices when leading, promoting, and communicating with staff. Discrimination occurs when an employee or job applicant receives less favorable treatment because of a specific characteristic they have. In many cases, employers in Illinois are prohibited by law from engaging in discrimination.

Discrimination can take many forms. Common examples include:

- Refusing to hire, refusing to promote, demoting, or firing workers because of their protected characteristic or their membership in a protected group.
- Adopting a company policy that disproportionately affects workers who have a certain protected characteristic.
- Refusing to accommodate the religious or disability-related needs of certain employees.
- Permitting employees to be frequently and severely harassed in the workplace.

As such, CRAFT CREATIONS, LLC. will not tolerate any form of workplace discrimination based on the following characteristics:

- Age
- Race, color, national origin, or ancestry
- Religion
- Physical or mental disabilities
- Medical condition
- Genetic information
- Marital status
- Sex
- Pregnancy
- Gender, gender identity, or gender expression
- Sexual orientation
- Military or veteran status
- Criminal conviction history

GOALS

The following is CRAFT CREATIONS, LLC.'s Diversity Plan goals:

1. Create a team of employees from a wide range of different backgrounds, including people of African-American/Black descent, Hispanic or Latino descent, women, veterans and those who are physically challenged but able to perform necessary job related tasks notwithstanding.
2. Ensure all staff members adhere to nondiscriminatory behavior when communicating and working with each other.

PROGRAMS

1. CRAFT CREATIONS, LLC.'s hiring practices will ensure employees are hired from diverse backgrounds (see Hiring Plan Section).
2. Staff training will explicitly explain that discrimination towards any coworker will not be tolerated. Procedures will be in place for employees to make formal complaints without fear of being reprimanded. All complaints will be investigated by the Company's CEO in an unbiased manner, and appropriate action will be taken to rectify the situation.

MEASUREMENT AND ACCOUNTABILITY

CRAFT CREATIONS, LLC.'s goals for creating a diverse team of staff members will be measured by self-identified demographic data. Any gap between the intended goal and actual result will be addressed by the Company's CEO and rectified in future recruitment strategies and hiring decisions.

ENVIRONMENTAL, WATER & ENERGY ANALYSIS

CRAFT CREATIONS, LLC. will work diligently to offset the environmental impacts of its cannabis production by closely monitoring all aspects of its operation, from equipment usage to business partnerships.

ENERGY EFFICIENCY

According to the 2018 Cannabis Energy Report, Legal cannabis cultivation in the U.S. consumes an estimated 1.1 terawatt-hours of electricity a year. Electricity use is highest under indoor growing conditions, but could also be high in greenhouses.

Cannabis cultivation is an energy-intensive sector: energy consumption per square foot for indoor grow operations is about ten times that of a typical office building. In states with legalized recreational marijuana (such as Colorado and Nevada), the sector is also growing very rapidly. Utilities can help offset some of this growing energy demand by proactively engaging with cannabis grow operations, and by offering good-quality technical assistance, especially during the design and initial construction phase. In addition, utilities can offer incentives to help offset the higher cost of more energy-efficient equipment.

For indoor grow operations, LED lighting fixtures are being successfully applied to vegetative rooms, saving up to 50% of the lighting energy compared to the standard practice. For flower rooms, double-ended, high-pressure sodium (HPS) fixtures save 20-25% compared to the standard HPS fixtures. While less common, some growers are successfully applying LED fixtures or LED/HPS hybrid designs for up to 30-40% energy savings in flower rooms. For cooling and dehumidification, smaller grow operations are saving energy by using split ductless air conditioning units in place of standard rooftop units. Medium and large-sized grow operations are using chilled water systems to accomplish both cooling and dehumidification, with energy savings of up to 40% compared to the standard practice.

Energy efficiency will be at the center of the CRAFT CREATIONS, LLC. grower's efforts to minimize its carbon footprint. By opting for efficient LED lighting and installing a roof-mounted solar system, CRAFT CREATIONS, LLC. will slash 30% to 35% energy use from its yearly energy operating costs. This will cost the Company a one time expense of \$200,000 to implement.

Electricity Analysis

- 40,000 square foot uses 320,000 kWh per month
- 320,000 kWh x 12 months = 3,840,000 kWh annually
- \$.14 per kWh x 3,840,000 = \$537,600 annually

Solar Panel Analysis (Example)

Currently, the largest solar panel facility in California, CannDescent has 11,000 square foot facility and installed 282.6-kilowatt solar system comprising of 734 panels on 1,360 square foot that generates energy to power around half of its growing operation that saved 30% of utility cost.

WATER CONSERVATION

As water scarcity increases globally, many agricultural-based businesses like cannabis cultivators seek ways to conserve water. Commercial agriculture uses approximately 80% of the state's 'developed water,' or water that's moved from its natural source via pipes and aqueducts for businesses and homes.

The exact amount of water it takes to grow cannabis depends on several factors such as the location, size of plants, type of soil, and strain. There are various factors that affect water efficiencies like plant size, humidity, wind speed, solar radiation, soil types, chemovar, and water temperature.

The Company will grow cannabis in a controlled environment where the Company will reduce water waste.

- There is still unnecessary water waste in the form of excess water that evaporates from the plant. The Company will reduce this by eliminating overwatering. One of the smartest conservation techniques is dehumidifying the growing area to capture the condensation for reuse. Adding nutrients to the captured condensation allows the Company to use it again. This process enables to minimize water waste significantly. Reclaiming water is also cost-effective and helps ROI.
- Recapturing water can be done through the system that has piping from the dehumidifying and cooling systems and pipes that draw the water outside or down a drain. Instead, the water can be drained into a holding tank. After that, the grow operation would need a filtration system to remove contaminants from the condensate.
- Covering the substrate with a special cloth that acts as thermal insulation is another solution.
- Other conservation techniques involve covering plants with shading meshes in very hot areas or using products like mycorrhizal fungi or humic acid to improve water absorption efficiency in plants.

Water Cost Analysis

- Cost of water is \$.07 per gallon
- 10 gal pots need about a gal per day.
- 1 acre = about 5,500 pots (plants)
- $5,500 \times \$.07 = \385 per day
- $\$385 \times 365$ days = \$140,525 annually

BRANDING AND MARKETING

Moving forward, CRAFT CREATIONS, LLC. will strive to meet the following objectives as it accomplishes specific keys to success:

GOALS

- Become a recognized market leader in the recreational cannabis growing industry in Illinois.
- Remain flexible in product offerings.
- Remain attuned to the marketplace and integrate products into the business mix that meet the needs of the targeted audience.

KEYS TO SUCCESS

- **Ability to attract community support**
- **Fast adjustments to changing regulations**
- **Development of effective marijuana strains**
- **Understanding government policies and their implications**

MARKETING STRATEGIES

Marketing for CRAFT CREATIONS, LLC. will be done through the following:

Country Festivals, Shows and Events

- Through trade shows and conventions, CRAFT CREATIONS, LLC. will generate integrity and connections within the recreational cannabis growing industry. Trade Shows will allow the Company to showcase its latest products as well as study the activities of its rivals and learn about recent market trends and opportunities.
- Participation in business events, conferences, and festivals including;
 - Chicago Business Canna Expo
 - B2B Cannabis Industry Summit & Expo



Networking

- Networking will be a low-cost means for CRAFT CREATIONS, LLC. to generate partnerships with an industry association, wholesale buyers, and dispensaries management.
- Word of mouth will play a vital role.



Internet/Social Media

- Clear display of disclaimer to sell products.
- The Search Engine Optimized website will direct traffic searching for marijuana growers in Illinois.
- The website will list all the products provided by CRAFT CREATIONS, LLC..
- The Company may show its social media presence to attract B2B customers through the propagation of product efficacy in a fully controllable environment.
- AdWords - Testing various keywords to select familiar to the topic and at the same time acceptable by Google's algorithm such as green, medicine, 502, infused, relaxing, stimulating, enhanced, alternative therapies, alternative medicine, natural, and others. Mantis, 420 Network, and 420 Click.



Direct Sales

- The Company will employ an in-house dedicated sales team to market its products.

Print

- Advertising and articles in thematic magazines such as Dope, Cannabis Now, 420 Magazine, Marijuana Venture, and MG Magazine.

COMPETITIVE ANALYSIS

Research shows that as of September, 2019 there are fourteen (14) cultivators with twenty-one (21) licenses having been issued in Illinois. The identified competitors are described below:

Cresco Labs

Headquarters: 400 W Erie St Suite 110 Chicago, IL 60654

Website: <https://crescolabs.com/>

Brands: Reserve, remedi, and Mindy's



Cresco Labs, Inc. is a publicly-traded, vertically-integrated cannabis and medical marijuana company based in Chicago, Illinois, with current retail operations in seven states where marijuana has been legalized for medical use. The company operated cultivation facilities beginning in November 2015, with its first retail cannabis sales occurring in January 2016. On October 5, 2018, Cresco raised \$100 million in private investment capital. At the time, it operated three cultivation facilities in Illinois and employed roughly 300 people, about half of whom were based in Illinois.

In Grow Farms

Location: Freeport, Illinois

Website: www.ingrownfarms.com



In Grown Farms[®]

In Grow Farms is located in Freeport, Illinois. In Grow Farms has completed the construction of its two facilities measuring 3,000 square foot include state-of-the-art research laboratory. As the patient count and demand increases, In Grow Farms will expand operations to 80,000 square foot cultivation facility.

ICC Holdings, LLC

dba Revolution Enterprises

Location: Chicago, Illinois



ICC Holdings, LLC, dba Revolution Enterprises, headquartered in Chicago, Illinois, is constructing and will manage licensed cultivation centers ACE Barry and ACE Delavan in the cities of Barry and Delavan, Illinois. Each facility is more than 75,000 square foot in area and uses state of the art equipment and design to obtain efficiencies of production and energy consumption while advancing the science of cannabinoid medicines.

COMPETITIVE ADVANTAGES

The following is a listing of the primary competitive advantages of the Company upon entering the market.

- Experienced management
- A diversified team of startup group
- Fully controllable growing techniques
- Handcrafted plants with no use of growth regulators, or pesticides (higher yields)
- High-quality products command premium pricing that is more resilient to commoditization
- Variety of cannabis strains and products tailored towards obtaining specific effects
- Strong focus on customer service
- Customer education procedures

BARRIERS TO ENTRY

Prospective medical marijuana growers contend with minimal barriers to entry in terms of capital costs. However, the classification of marijuana as a Schedule I controlled substance and the possibility of federal prosecution contribute to medium barriers to entry. Over the past five years, a large number of operators entered the Medical and Recreational Marijuana Growing industry due to favorable policy stances from the Obama administration. However, in 2011, the Drug Enforcement Agency (DEA) stepped up raids on marijuana dispensaries, which made prospective operators more hesitant to enter this industry. More recently, the industry has benefited from favorable regulatory decisions at the federal level. In response to changing public sentiment, the United States House of Representatives voted in 2014 to restrict the DEA from using funds to target medical marijuana growers and dispensaries. Although this amendment to the DEA appropriations bill would need to be passed by the Senate to become binding, its confirmation would materially alter the outlook for industry operators. The omnibus-spending bill signed by President Obama in December of 2014 included the historic provisions for medical marijuana discussed above. The bill includes a rider to de-fund the DOJ's war on medical marijuana, preventing the agency from using the funding to "prevent [medical marijuana states] from implementing their State laws that authorize the use, distribution, possession, or cultivation of medical marijuana."

State regulations have mixed effects. In general, increased state regulation has benefited industry operators by legalizing medical marijuana or providing more concrete regulation on marijuana growing. Over the past five years, barriers to entry have decreased because several states and Washington, DC passed legislation legalizing some level of medical marijuana growing. While states provide a legal avenue for growers to enter this industry, regulations are extensive and costly for prospective growers. For example, Colorado requires every marijuana plant to be registered with the state. Prospective growers are subject to background checks, deposits, and licensing and application fees. Licensing and registration fees can total \$500,000 or more. Additionally, all growing facilities are under constant video surveillance by law enforcement personnel from the state's Medical Marijuana Enforcement Division. Additionally, because of the large number of small medical marijuana growers, competition in this industry is very high. Marijuana vendors must be able to grow high-quality plants while charging competitive prices, which may push away prospective entrants. Over the past five years, competition has increased, making it more difficult to succeed in this industry.

Barriers to Entry checklist

Competition	High
Concentration	Low
Life Cycle Stage	Growth
Capital Intensity	Medium
Technology Change	Low
Regulation and Policy	Heavy
Industry Assistance	High

SOURCE: WWW.IBISWORLD.COM

SWOT ANALYSIS

The following is a listing of the key strengths and weaknesses of CRAFT CREATIONS, LLC., as well as the opportunities and threats that exist within the marketplace.

Strengths	Weaknesses
<ul style="list-style-type: none"> • Experience and knowledge of the leadership team and founder. • Congenial customer service. • Plans to cultivate 200,000 square foot over the next five years. • Produce only the highest quality cannabis. • Customer education procedures. • Higher yields with no use of growth regulators, or pesticides. • High-quality products at a reasonable price. • Ideal location for growing. 	<ul style="list-style-type: none"> • The company needs funding and working capital for a successful launch • As a new business, the Company must build its credibility • No federal scope.
Opportunities	Threats
<ul style="list-style-type: none"> • The increasing popularity of alternative medicines. • Legalization of recreational use of cannabis in Illinois. • Growth in the popularity of alternative medicine. • Expansion of business by expanding the facility and outdoor grow. 	<ul style="list-style-type: none"> • Instability of the US economy leads to unpredictable market activity • Larger companies that have more resources and the ability to reach deeper into the market • Change in laws and regulation.

RISK ANALYSIS

Revenue volatility is high for the Medical and Recreational Marijuana Growing industry. Regulatory changes in favor or against the industry are the primary determinant of revenue fluctuations. In addition to the growing legalization movement for medical cannabis, during the current five-year period, recreational cannabis has been legalized in 10 US states. Consequently, revenue tends to spike following legislative victories. This was seen after watershed legalization measures passed in 2016, in particular.

The risks involved with CRAFT CREATIONS, LLC. will be minimal. In order to face the risks as a new business in the marketplace, The Company must implement a highly effective marketing campaign, build industry connections and communicate its value to potential customers while focusing on how it uniquely fills a market need. With that being said, The Company stands as a viable business opportunity that has the potential to deliver significant returns to any investor or lending institution.

MANAGEMENT

MANAGEMENT TEAM GAPS

CRAFT CREATIONS, LLC. will add the following positions:

Processing Agent

Job responsibilities include:

- Processing Harvest flower material.
- Grating and sorting processed material.
- Weighing and logging material.
- Collecting samples and performing tests to ensure quality.
- Maintaining a sanitary work environment.
- Safely transport products from workspace to storage area.
- Ensure that all functions are performed to the highest standard of quality and compliance.

Packaging Agent

Job responsibilities include:

- Executing tasks assigned by the Manufacturing Supervisor.
- Measuring, packaging, and labeling products as directed by Manufacturing Supervisor.
- Collecting samples and performing tests to ensure quality.
- Maintaining a sanitary work environment.
- Safely transport products from workspace to storage area.
- Ensure that all functions are performed to the highest standard of quality and compliance.

Cultivation Agent

Job responsibilities include:

- Responsible for measuring and mixing nutrient and plant applications and applying these mixtures according to policy.
- Ensure plant health by pruning, topping, trimming, analyzing plant health according to policy, as well as any other tasks required.
- Assist Cultivation General Manager with the rotation of strains through garden to ensure variety and quantity goals for Cultivation Facility.
- Perform all assigned duties required to ensure a clean and safe cultivation facility.
- Responsible for the cleanliness of all cultivation equipment and tools, including light reflectors, containers, mixing tools, application tools, and ventilation equipment.

Extraction Agent

Job responsibilities include:

- Manufacturing:
 - Responsible for the preparation and execution of extraction and processing of product in accordance with the commonwealth and standards.
 - Ensures consistency and efficacy of product through quality control testing and procedures.
- Facility Cleaning:
 - Perform all assigned duties required to ensure a clean and safe production facility.
 - Ensure personal hygiene is acceptable under set standards; any production activities by washing hands, wearing a hairnet and changing clothes.
 - Complete the sanitation of all production equipment and tools, including workspace, lab equipment, containers, and appliances.

- Reports and Documentation:
 - Assist Lab Manager with the creation of batch production records and labels in accordance with the commonwealth and standards.
 - Assist Lab Manager with the weighing, packaging, labeling, and documentation of all products, as well as the tracking of batch numbers, lot numbers, and expiration dates.
 - Ensure the appropriate information is accurate and listed clearly in accordance with the commonwealth and standards.

Warehouse Manager

Job responsibilities include:

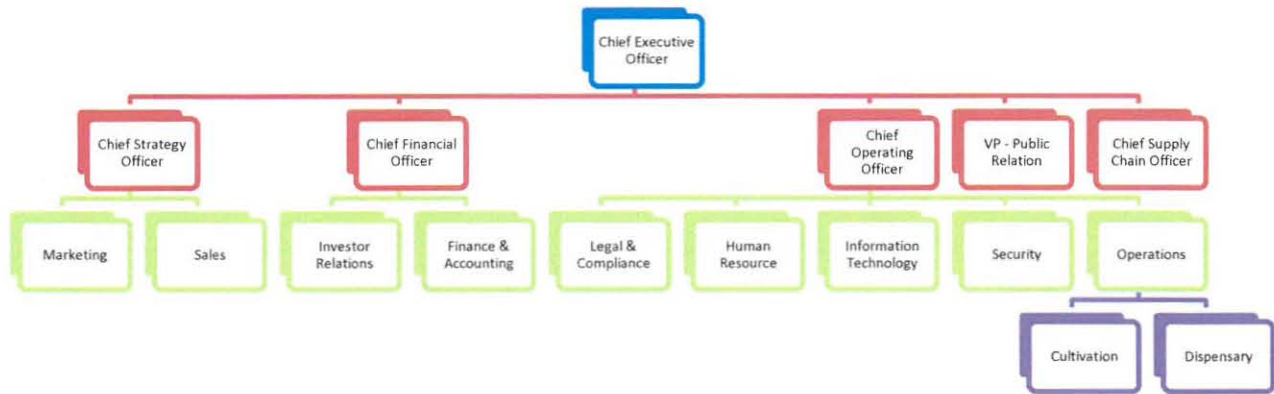
- Maintains receiving, warehousing, and distribution operations by initiating, coordinating, and enforcing the program, operational, and personnel policies and procedures.
- Safeguards warehouse operations and contents by establishing and monitoring security procedures and protocols.
- Controls inventory levels by conducting physical counts; reconciling with the data storage system.
- Maintains physical condition of warehouse by planning and implementing new design layouts; inspecting equipment; issuing work orders for repair and requisitions for replacement.
- Complies with federal, state, and local warehousing, material handling, and shipping requirements by studying existing and new legislation; enforcing adherence to requirements; advising management on needed actions.
- Achieves financial objectives by preparing an annual budget; scheduling expenditures; analyzing variances; initiating corrective actions.
- Contributes to team effort by accomplishing related results as needed.

Production Supervisor

Job responsibilities include:

- Work with Packaging Supervisor to set weekly and monthly production schedules
- Manage kitchen chefs with daily production of baked goods, chocolates, and confections using commercial machinery.
- Understand and execute batch calculations per Edibles manufacturing formulas.
- Maintain production logs, lab test results and QC retains samples.

ORGANIZATIONAL CHART

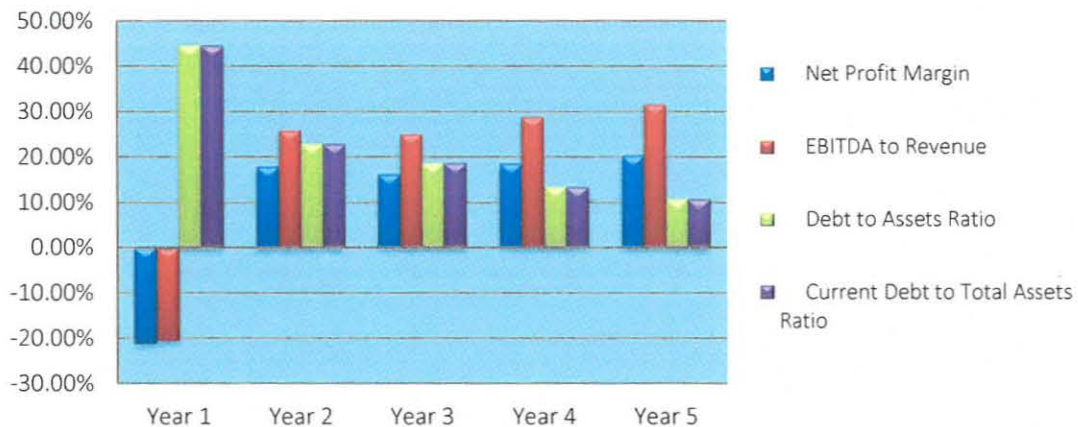


FINANCIAL INDICATORS

The following table summarizes CRAFT CREATIONS, LLC.'s projected financial performance with standardized measurement indicators used to evaluate the profitability, leverage, asset turnover, and liquidity. As with any long-range projection, accuracy is based on reasonable estimates of return on investment and past performance. The Company believes the following numbers are attainable and reasonable. However, actual results will vary.

Financial Indicators					
	Year 1	Year 2	Year 3	Year 4	Year 5
Profitability %'s:					
Gross Margin	64.00%	65.71%	67.35%	68.90%	70.38%
Net Profit Margin	-21.12%	17.95%	16.18%	18.61%	20.41%
EBITDA to Revenue	-20.50%	25.91%	25.03%	28.76%	31.52%
Return on Assets	-33.64%	58.24%	42.52%	36.10%	32.41%
Return on Equity	-60.67%	75.50%	52.28%	41.69%	36.30%
Activity Ratios:					
Accounts Payable Turnover	1.29	4.86	4.59	4.51	4.39
Asset Turnover	1.59	3.24	2.63	1.94	1.59
Leverage Ratios:					
Debt to Equity	0.80	0.30	0.23	0.15	0.12
Debt to Assets Ratio	44.54%	22.87%	18.68%	13.39%	10.72%
Interest Coverage Ratio	N/A	N/A	N/A	N/A	N/A
Liquidity Ratios:					
Current Ratio	1.58	3.60	4.78	6.93	8.87
Current Debt to Total Assets Ratio	44.54%	22.87%	18.68%	13.39%	10.72%
Additional Indicators:					
Revenue to Equity Ratio	2.87	4.21	3.23	2.24	1.78

Financial Indicators



REVENUE FORECAST

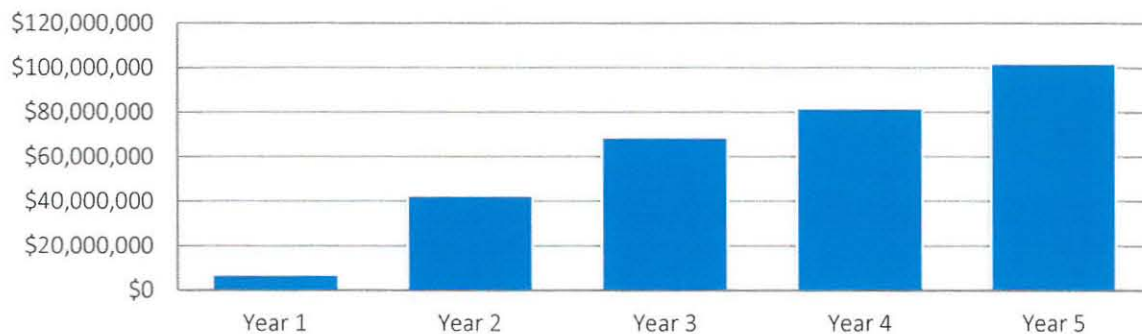
The following is a five-year revenue and direct cost forecast.

Revenue Forecast					
	Year 1	Year 2	Year 3	Year 4	Year 5
Total					
Pounds	6,500	37,000	56,750	64,250	76,250
Price					
Sales	\$1,100.00	\$1,155.00	\$1,212.75	\$1,273.39	\$1,337.06
Revenue					
Sales	\$7,150,000	\$42,735,000	\$68,823,563	\$81,815,147	\$101,950,587
Total Revenue	\$7,150,000	\$42,735,000	\$68,823,563	\$81,815,147	\$101,950,587
Direct Cost					
Cost Per Pound	\$396.00	\$396.00	\$396.00	\$396.00	\$396.00
Direct Cost of Revenue					
Sales	\$2,574,000	\$14,652,000	\$22,473,000	\$25,443,000	\$30,195,000
Cost of Revenue	\$2,574,000	\$14,652,000	\$22,473,000	\$25,443,000	\$30,195,000

Revenue Forecast Assumptions: (1) Revenue and costs are based on the following assumptions:

Revenue Assumptions					
	Year 1	Year 2	Year 3	Year 4	Year 5
Each Room Sq. Ft.	2,500	2,500	2,500	2,500	2,500
Number of Rooms	13	37	45	51	61
Total Sq. Ft.	32,500	92,500	113,500	128,500	152,500
Number of lights	1,300	3,700	4,540	5,140	6,100
Yield per harvest	2.5	2.5	2.5	2.5	2.5
Number of harvest	2.0	4.0	5.0	5.0	5.0
Annual Pounds	5.0	10.0	12.5	12.5	12.5
Total Pounds	6,500	37,000	56,750	64,250	76,250
US Spot Rate Per Pound	\$1,100	\$1,155	\$1,213	\$1,273	\$1,337
Revenue	\$7,150,000	\$42,735,000	\$68,823,563	\$81,815,147	\$101,950,587

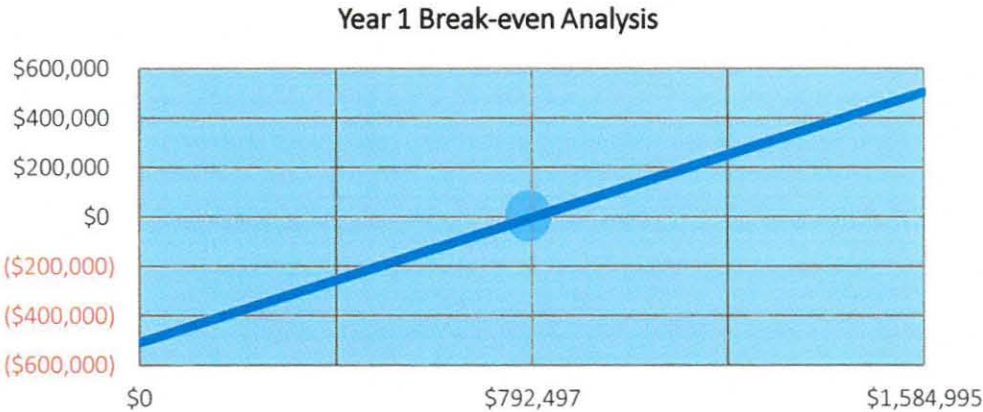
Revenue By Year



BREAK-EVEN ANALYSIS

The following break-even analysis shows the revenue necessary to break-even in the first year of operation. Break-even is where revenue equals expenses. As shown below, the Company is expected to incur average monthly fixed costs of **\$507,198** in Year 1. To cover fixed costs and variable costs, which rise and fall with revenue, the Company must, on average, achieve revenue of **\$792,497** per month to break-even.

Year 1 Break-even Analysis	
Monthly Revenue Break-even	\$792,497
Assumptions:	
Average Monthly Revenue	\$595,833
Average Monthly Variable Cost	\$214,500
Estimated Monthly Fixed Cost	\$507,198



PROJECTED INCOME STATEMENT

CRAFT CREATIONS, LLC. intends to deploy its funding to maximize growth and profitability. Below is the projected income statement of the Company:

Pro Forma Income Statement					
	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	\$7,150,000	\$42,735,000	\$68,823,563	\$81,815,147	\$101,950,587
Cost of Revenue	\$2,574,000	\$14,652,000	\$22,473,000	\$25,443,000	\$30,195,000
Gross Margin	\$4,576,000	\$28,083,000	\$46,350,563	\$56,372,147	\$71,755,587
Gross Margin/Revenue	64.00%	65.71%	67.35%	68.90%	70.38%
Expenses					
Lease	\$336,000	\$344,400	\$353,010	\$361,835	\$370,881
Administrative	\$2,502,500	\$10,683,750	\$17,205,891	\$20,453,787	\$25,487,647
Marketing & Selling	\$607,750	\$1,068,375	\$1,582,942	\$1,799,933	\$2,039,012
Research & Development	\$250,250	\$641,025	\$1,032,353	\$1,227,227	\$1,529,259
Salaries & Benefit	\$2,145,000	\$4,273,500	\$8,947,063	\$8,999,666	\$10,195,059
Startup Cost	\$200,000	\$0	\$0	\$0	\$0
Depreciation	\$44,880	\$80,784	\$98,736	\$107,712	\$114,893
Total Operating Expenses	\$6,086,380	\$17,091,834	\$29,219,995	\$32,950,161	\$39,736,750
Profit Before Interest and Taxes	(\$1,510,380)	\$10,991,166	\$17,130,567	\$23,421,986	\$32,018,837
EBITDA	(\$1,465,500)	\$11,071,950	\$17,229,303	\$23,529,698	\$32,133,730
Taxes Incurred	\$0	\$3,318,275	\$5,995,699	\$8,197,695	\$11,206,593
Net Profit	(\$1,510,380)	\$7,672,891	\$11,134,869	\$15,224,291	\$20,812,244
Net Profit/Revenue	-21.12%	17.95%	16.18%	18.61%	20.41%
Income Statement Assumptions: (1) Depreciation is based on 25 years; (2) Total payroll taxes are 11.15%. (3) Company taxes are based on 35%.					

The charts below represent the total revenue for the next five years. The charts illustrate the percentage of revenue allocated to cost of goods (COG), operating expenses, taxes, and interest. The net income piece represents revenue less the aforementioned expenditures.



PROJECTED CASH FLOW

The following is a depiction of CRAFT CREATIONS, LLC.'s projected cash flow:

Pro Forma Cash Flow					
	Year 1	Year 2	Year 3	Year 4	Year 5
Cash Received					
Received During the Year	\$6,951,389	\$41,746,528	\$68,098,880	\$81,454,270	\$101,391,269
Proceeds from Investor	\$4,000,000	\$0	\$0	\$0	\$0
Subtotal Cash Received	\$10,951,389	\$41,746,528	\$68,098,880	\$81,454,270	\$101,391,269
Expenditures					
Expenditures from Operations					
Bill Payments	\$6,415,888	\$33,968,147	\$55,711,546	\$65,727,832	\$79,788,520
Subtotal Spent on Operations	\$6,415,888	\$33,968,147	\$55,711,546	\$65,727,832	\$79,788,520
Additional Cash Spent					
Start-up Costs	\$200,000	\$0	\$0	\$0	\$0
Purchase Inventory	\$55,000	\$220,000	\$330,000	\$207,900	\$103,950
Purchase Long-term Assets	\$1,122,000	\$897,600	\$448,800	\$224,400	\$179,520
Other Current Assets	\$250,000	\$200,000	\$100,000	\$120,000	\$100,000
Subtotal Cash Spent	\$8,042,888	\$35,285,747	\$56,590,346	\$66,280,132	\$80,171,990
Net Cash Flow	\$2,908,501	\$6,460,781	\$11,508,534	\$15,174,137	\$21,219,279
Cash Balance	\$2,908,501	\$9,369,282	\$20,877,816	\$36,051,953	\$57,271,233
Cash Flow Assumptions: (1) Project cost is \$4M.					

PROJECTED BALANCE SHEET

Following is the projected balance sheet of CRAFT CREATIONS, LLC..

Pro Forma Balance Sheet					
	Year 1	Year 2	Year 3	Year 4	Year 5
Assets					
Current Assets					
Cash	\$2,908,501	\$9,369,282	\$20,877,816	\$36,051,953	\$57,271,233
Account Receivable	\$198,611	\$1,187,083	\$1,911,766	\$2,272,643	\$2,831,961
Inventory	\$55,000	\$275,000	\$605,000	\$812,900	\$916,850
Total Current Assets	\$3,162,113	\$10,831,365	\$23,394,582	\$39,137,496	\$61,020,043
Long-term Assets					
Long-term Assets	\$1,122,000	\$2,019,600	\$2,468,400	\$2,692,800	\$2,872,320
Accumulated Depreciation	\$44,880	\$125,664	\$224,400	\$332,112	\$447,005
Total Long-term Assets	\$1,077,120	\$1,893,936	\$2,244,000	\$2,360,688	\$2,425,315
Other Assets					
Other Assets	\$250,000	\$450,000	\$550,000	\$670,000	\$770,000
Total Assets	\$4,489,233	\$13,175,301	\$26,188,582	\$42,168,184	\$64,215,358
Liabilities and Capital					
Current Liabilities					
Accounts Payable	\$1,999,613	\$3,012,790	\$4,891,202	\$5,646,514	\$6,881,444
Subtotal Current Liabilities	\$1,999,613	\$3,012,790	\$4,891,202	\$5,646,514	\$6,881,444
Total Liabilities	\$1,999,613	\$3,012,790	\$4,891,202	\$5,646,514	\$6,881,444
Capital					
Paid-in Capital	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000
Retained Earnings	\$0	(\$1,510,380)	\$6,162,511	\$17,297,380	\$32,521,671
Earnings	(\$1,510,380)	\$7,672,891	\$11,134,869	\$15,224,291	\$20,812,244
Total Capital	\$2,489,620	\$10,162,511	\$21,297,380	\$36,521,671	\$57,333,915
Total Liabilities and Capital	\$4,489,233	\$13,175,301	\$26,188,582	\$42,168,184	\$64,215,358
Net Worth	\$2,489,620	\$10,162,511	\$21,297,380	\$36,521,671	\$57,333,915

APPENDIX: YEAR ONE FINANCIALS

Year 1 Revenue Forecast

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Total												
Sales	0	0	0	0	0	0	0	3,250	0	0	0	3,250
Price												
Sales	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
Revenue												
Sales	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,575,000	\$0	\$0	\$0	\$3,575,000
Total Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,575,000	\$0	\$0	\$0	\$3,575,000

Revenue Assumptions

	Construction Period				Business Operational								Year 1	
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12		
Each Room Sq. Ft.	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Number of Rooms	13	13	13	13	13	13	13	13	13	13	13	13	13	13
Total Sq. Ft.	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500
Number of lights	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
Yield per harvest	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5
Number of harvest	0.00	0	0	0.00	0	0	0.00	1	0.00	0.00	0	1.00	2	
Annual Pounds	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.5	0.0	0.0	0.0	2.5	5.0	
Total Pounds	0	0	0	0	0	0	0	3,250	0	0	0	3,250	6,500	
US Spot Rate Per Pound	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	
Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,575,000	\$0	\$0	\$0	\$3,575,000	\$7,150,000	

Year 1 Income Statement

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,575,000	\$0	\$0	\$0	\$3,575,000
Cost of Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,287,000	\$0	\$0	\$0	\$1,287,000
Gross Margin	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,288,000	\$0	\$0	\$0	\$2,288,000
Gross Margin/Revenue	N/A	N/A	N/A	N/A	N/A	N/A	N/A	64.00%	N/A	N/A	N/A	64.00%
Expenses												
Lease	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000
Administrative	\$0	\$0	\$0	\$0	\$312,813	\$312,813	\$312,813	\$312,813	\$312,813	\$312,813	\$312,813	\$312,813
Marketing & Selling	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$121,550	\$121,550	\$121,550	\$121,550	\$121,550
Research & Development	\$0	\$0	\$0	\$0	\$0	\$35,750	\$35,750	\$35,750	\$35,750	\$35,750	\$35,750	\$35,750
Salaries & Benefit	\$0	\$0	\$214,500	\$214,500	\$214,500	\$214,500	\$214,500	\$214,500	\$214,500	\$214,500	\$214,500	\$214,500
Startup Cost	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation	\$3,740	\$3,740	\$3,740	\$3,740	\$3,740	\$3,740	\$3,740	\$3,740	\$3,740	\$3,740	\$3,740	\$3,740
Total Operating Expenses	\$231,740	\$31,740	\$246,240	\$246,240	\$559,053	\$594,803	\$594,803	\$716,353	\$716,353	\$716,353	\$716,353	\$716,353
Profit Before Interest and Taxes	(\$231,740)	(\$31,740)	(\$246,240)	(\$246,240)	(\$559,053)	(\$594,803)	(\$594,803)	\$1,571,648	(\$716,353)	(\$716,353)	(\$716,353)	\$1,571,648
Net Profit	(\$231,740)	(\$31,740)	(\$246,240)	(\$246,240)	(\$559,053)	(\$594,803)	(\$594,803)	\$1,571,648	(\$716,353)	(\$716,353)	(\$716,353)	\$1,571,648
Net Profit/Revenue	N/A	N/A	N/A	N/A	N/A	N/A	N/A	43.96%	N/A	N/A	N/A	43.96%

Year 1 Cash Flow

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Additional Cash Received												
Received During the Period	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,426,042	\$16,551	\$13,241	\$10,833	\$3,484,722
Proceeds from Investor	\$4,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Cash Received	\$4,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,426,042	\$16,551	\$13,241	\$10,833	\$3,484,722
Total Personnel												
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bill Payments	\$0	\$28,000	\$28,000	\$242,500	\$242,500	\$555,313	\$591,063	\$591,063	\$1,999,613	\$712,613	\$712,613	\$712,613
Additional Cash Spent												
Start-up Costs	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Purchase Inventory	\$55,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Purchase Long-term Assets	\$1,122,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Assets	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash Spent	\$1,627,000	\$28,000	\$28,000	\$242,500	\$242,500	\$555,313	\$591,063	\$591,063	\$1,999,613	\$712,613	\$712,613	\$712,613
Net Cash Flow	\$2,373,000	(\$28,000)	(\$28,000)	(\$242,500)	(\$242,500)	(\$555,313)	(\$591,063)	\$2,834,979	(\$1,983,062)	(\$699,372)	(\$701,779)	\$2,772,110
Cash Balance	\$2,373,000	\$2,345,000	\$2,317,000	\$2,074,500	\$1,832,000	\$1,276,688	\$685,625	\$3,520,604	\$1,537,543	\$838,171	\$136,392	\$2,908,501

Year 1 Balance Sheet

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Current Assets												
Cash	\$2,373,000	\$2,345,000	\$2,317,000	\$2,074,500	\$1,832,000	\$1,276,688	\$685,625	\$3,520,604	\$1,537,543	\$838,171	\$136,392	\$2,908,501
Account Receivable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$148,958	\$132,407	\$119,167	\$108,333	\$198,611
Inventory	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000
Total Current Assets	\$2,428,000	\$2,400,000	\$2,372,000	\$2,129,500	\$1,887,000	\$1,331,688	\$740,625	\$3,724,563	\$1,724,950	\$1,012,338	\$299,725	\$3,162,113
Long-term Assets	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000
Accumulated Depreciation	\$3,740	\$7,480	\$11,220	\$14,960	\$18,700	\$22,440	\$26,180	\$29,920	\$33,660	\$37,400	\$41,140	\$44,880
Total Long-term Assets	\$1,118,260	\$1,114,520	\$1,110,780	\$1,107,040	\$1,103,300	\$1,099,560	\$1,095,820	\$1,092,080	\$1,088,340	\$1,084,600	\$1,080,860	\$1,077,120
Other Assets												
Other Assets	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Total Assets	\$3,796,260	\$3,764,520	\$3,732,780	\$3,486,540	\$3,240,300	\$2,681,248	\$2,086,445	\$5,066,643	\$3,063,290	\$2,346,938	\$1,630,585	\$4,489,233
Current Liabilities												
Accounts Payable	\$28,000	\$28,000	\$242,500	\$242,500	\$555,313	\$591,063	\$591,063	\$1,999,613	\$712,613	\$712,613	\$712,613	\$1,999,613
Subtotal Current Liabilities	\$28,000	\$28,000	\$242,500	\$242,500	\$555,313	\$591,063	\$591,063	\$1,999,613	\$712,613	\$712,613	\$712,613	\$1,999,613
Total Liabilities	\$28,000	\$28,000	\$242,500	\$242,500	\$555,313	\$591,063	\$591,063	\$1,999,613	\$712,613	\$712,613	\$712,613	\$1,999,613
Paid-in Capital	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000
Earnings	(\$231,740)	(\$263,480)	(\$509,720)	(\$755,960)	(\$1,315,013)	(\$1,909,815)	(\$2,504,618)	(\$932,970)	(\$1,649,323)	(\$2,365,675)	(\$3,082,028)	(\$1,510,380)
Total Capital	\$3,768,260	\$3,736,520	\$3,490,280	\$3,244,040	\$2,684,988	\$2,090,185	\$1,495,383	\$3,067,030	\$2,350,678	\$1,634,325	\$917,973	\$2,489,620
Total Liabilities and Capital	\$3,796,260	\$3,764,520	\$3,732,780	\$3,486,540	\$3,240,300	\$2,681,248	\$2,086,445	\$5,066,643	\$3,063,290	\$2,346,938	\$1,630,585	\$4,489,233
Net Worth	\$3,768,260	\$3,736,520	\$3,490,280	\$3,244,040	\$2,684,988	\$2,090,185	\$1,495,383	\$3,067,030	\$2,350,678	\$1,634,325	\$917,973	\$2,489,620

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN
HOST AGREEMENT BETWEEN CRAFT CREATIONS, LLC AND THE
CITY OF BERWYN FOR THE CITY OF BERWYN, COUNTY OF
COOK, STATE OF ILLINOIS.**

Robert J. Lovero, Mayor
Margaret Paul, City Clerk

James "Scott" Lennon
Jose Ramirez
Jeanine Reardon
Robert Fejt
Cesar A. Santoy
Alicia M. Ruiz
Rafael Avila
Anthony Nowak
Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this ____
day of April, 2020.

RESOLUTION _____

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN HOST AGREEMENT BETWEEN CRAFT CREATIONS, LLC AND THE CITY OF BERWYN FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970 and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

WHEREAS, Craft Creations, LLC (“Craft Creations”) wishes to locate a licensed adult-use cannabis craft grow and infusion facility for the production of cannabis products at a facility located at 6613-6621 West Ogden Avenue, Berwyn, Illinois (the “Premises”) in accordance with and pursuant to applicable state laws and regulations as well as such approvals as may be issued by the City in accordance with its Zoning Ordinance and all other applicable local regulations as they may be amended from time to time; and

WHEREAS, paragraph 1 of Section 55-25 of the Cannabis Regulation and Tax Act (410 ILCS 705/1-1 *et seq.*)(the “Act”) authorizes units of local government to enact reasonable zoning ordinances or resolutions not in conflict with the Act or rules adopted pursuant to the Act regulating cannabis business establishments (410 ILCS 705/55-25(1)); and

WHEREAS, pursuant to the Act, the City passed Ordinance Number 20-05 which provided reasonable zoning regulations related to a licensed adult-use cannabis craft grow facility and required that an applicant pursuing a special use must submit additional information as required by the Zoning Administrator during the special use process; and

WHEREAS, Craft Creations has applied for a special use to operate an adult-use cannabis craft grow facility at the Premises and the Zoning Administrator has requested that

Craft Creations submit a host agreement detailing the ways in which Craft Creations will make contributions to the City and the community to offset costs and expenses incurred by the City for the use; and

WHEREAS, Craft Creations has a submitted a certain host agreement (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit A, which sets forth the stipulations and responsibilities, in addition to those set forth by law, between the City and Craft Creations for Craft Creations’ operation at the Premises in which Craft Creations is granted a license to operate an adult-use cannabis craft grow facility at the Premises; and

WHEREAS, it has been determined by the Mayor of the City (the “Mayor”) and City Council (collectively, the “Corporate Authorities”) that it is in the best interest of the City and its residents to enter into the Agreement with Craft Creations; and

WHEREAS, the Mayor is authorized to enter into and the City’s legal counsel (the “Attorney”) is authorized to revise agreements for the City making such insertions, omissions and changes as shall be approved by the Mayor and the Attorney;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Berwyn, County of Cook, State of Illinois, in the exercise of the City’s home rule powers, as follows:

Section 1. The statements set forth in the preambles to this Resolution are found to be true and correct and are incorporated into this Resolution as if set forth in full.

Section 2. The City Council hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the City to execute, enter into and approve the Agreement with terms substantially similar to the terms set forth in Exhibit A.

Section 3. The Agreement is hereby approved with such insertions, omissions and changes as shall be approved by the Mayor and the Attorney.

Section 4. The Attorney is hereby authorized to negotiate additional terms of the Agreement as needed and undertake any and all actions on the part of the City to effectuate the intent of this Resolution.

Section 5. The Mayor is hereby authorized and directed to execute the Agreement, with such insertions, omissions and changes as shall be approved by the Mayor and the Attorney. The City Council further authorizes the Mayor to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The officers, employees and/or agents of the City are authorized and directed to take all action necessary or reasonably required by the City to carry out, give effect to and consummate the Agreement contemplated herein and shall take all actions necessary in conformity therewith. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

Section 6. All prior actions of the City's officials, employees and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

Section 7. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 8. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 9. This Resolution shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Resolution shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this
 ___ day of _____ 2020, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Lennon				
Ramirez				
Reardon				
Fejt				
Santoy				
Ruiz				
Avila				
Nowak				
(Mayor Lovero)				
TOTAL				

APPROVED this ___ day of _____ 2020.

 Robert J. Lovero
 MAYOR

ATTEST:

 Margaret Paul
 CITY CLERK

EXHIBIT A

HOST AGREEMENT

THIS HOST AGREEMENT (the “Agreement”) is made and entered into as of this ___ day of _____, 2020 (the “Effective Date”) by and between CRAFT CREATIONS, LLC an adult use cannabis craft grow facility applicant (the “End User”), and the City of Berwyn, Illinois, an Illinois municipal corporation (the “City”).

W I T N E S S E T H:

WHEREAS, the City is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970 and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its inhabitants, to prevent the spread of and eradicate blight, to abate nuisances, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving the above-mentioned goals; and

WHEREAS, the End User wishes to locate a licensed adult-use cannabis craft grow and infusion facility for the production of cannabis products at a facility located at 6613-6621 West Ogden Avenue in Berwyn, Illinois (the “Premises”) in accordance with and pursuant to applicable state laws and regulations as well as such approvals as may be issued by the City in accordance with its Zoning Ordinance and all other applicable local regulations as they may be amended from time to time; and

WHEREAS, paragraph 1 of Section 55-25 of the Cannabis Regulation and Tax Act (410 ILCS 705/1-1 *et seq.*)(the “Act”) authorizes units of local government to enact reasonable zoning ordinances or resolutions not in conflict with the Act or rules adopted pursuant to the Act regulating cannabis business establishments (410 ILCS 705/55-25(1)); and

WHEREAS, pursuant to the Act, the City passed ORDINANCE NUMBER 20-05 which provided reasonable zoning regulations related to a licensed adult-use cannabis craft grow facility and required that an applicant pursuing a special use must submit additional information as required by the Zoning Administrator during the special use process; and

WHEREAS, the End User has applied for a special use to operate an adult-use cannabis craft grow facility at the Premises and the Zoning Administrator has requested that the End User submit this Agreement detailing the ways in which the End User will make contributions to the City and the community to offset costs and expenses incurred by the City for the use; and

WHEREAS, this Agreement shall constitute the stipulations and responsibilities, in addition to those set forth by law, between the City and the End User for the End User's operation at the Premises; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The recitals set forth above are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.
2. **Agreement.** The Parties agree to the following terms:

(a) *Mutual Assistance.* The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

(b) *Community Impact Fee.* The End User acknowledges that the City will incur additional expenses and impacts on the City's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the City. Accordingly, in order to mitigate the financial impact on the City and use of City resources, the End User agrees to pay an annual Community Impact Fee to the City, in the amount and under the terms provided herein.

1. End User shall annually pay an Community Impact Fee in an amount equal to one percent (1%) of gross revenue earned by the End User in that given year.
2. The Community Impact Fee shall be paid annually, within thirty (30) days following the end of each twelve (12) months of operation, commencing on the first day of the first full calendar month following the completion of twelve (12) calendar months after the commencement of operations for any part of the Premises used for a licensed adult-use cannabis craft cultivator, and continuing for a period of five (5) years as long as the End User remains located in the City of Berwyn. At the conclusion of the five (5) year term, the Parties shall negotiate in good faith the terms of a new annual Community Impact Fee as an Amendment to this Agreement. Provided, however, that if the parties are unable to reach an agreement on a successor Community Impact Fee, the Community Impact Fee specified in Paragraph 2.a.1 of this Agreement shall remain in effect and shall not be reduced below the amount set forth above until such time as the Parties negotiate a successor Community Impact Fee.
3. The City shall use the above referenced payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional

services, public health and addiction services and permitting and consulting services.

(c) *Premises Consulting Fees and Cost.* In addition to the Community Impact Fee, the End User shall reimburse the City for any and all reasonable consulting costs and fees related to any land use applications concerning the Premises, negotiation of this and any other related agreements, and any review concerning the Premises, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Premises. End User shall reimburse the City for the sums set forth on such written request for reimbursement within thirty (30) days of End User's receipt of the same.

(d) *Annual Charitable/Non-Profit Contributions.* The End User, in addition to any funds specified herein, shall annually contribute the sum of Ten Thousand Dollars (\$10,000) for every Five Million Dollars (\$5,000,000) of gross revenue earned by the End User in a given year, payable to a charitable organization to be designated by the City of Berwyn. The contribution shall be made annually beginning on the first anniversary following the commencement of the operations of a licensed adult-use cannabis craft cultivator, and shall continue for the term of this Agreement.

(e) *Community Involvement & Education.* End User agrees to organize or sponsor community outreach initiatives aimed at overcoming misconceptions about the use of cannabis and promoting its responsible use.

(f) *Local Vendors and Employment.* To the extent such practice and its implementation are consistent with federal, state, and local laws and regulations, End User will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Premises when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire City residents.

(g) *Security Measures.* Subject to the review and approval by the Zoning, Planning and Development Commission as part of the special use process, End User shall implement a security plan and security system that satisfies the requirements of the Act.

(h) *Cooperation with Police & Fire Departments.* End User agrees to cooperate with the City's Police and Fire Departments, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Premises, and with regard to any anti-diversion procedures. To the extent requested by the City's Police Department, the End User shall work with the Police Department to implement a comprehensive diversion

prevention plan to prevent diversion, with such plan to be in place prior to the commencement of operations at the Premises. The End User shall promptly report the discovery of the following to City Police within 24 hours of the End User becoming aware of such event: diversion of cannabis; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of cannabis by any person; unauthorized destruction of cannabis; any loss or unauthorized alteration of records related to cannabis, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

(i) *Odor Control Technology.* The End User shall ensure that odor from the Premises does not constitute a nuisance to surrounding properties. Subject to the review and approval by the Zoning, Planning and Development Commission as part of the special use process, the End User shall, at a minimum, utilize a closed air system at the Premises to not relive or introduce any outdoor air into the Premises, nor allow any indoor air to escape. The End User shall utilize high capacity activated carbon filter fans to constantly recirculate the air and remove odors and harmful volatile organic compounds (VOCs) from the Premises. The End User shall ensure proper maintenance of all odor mitigation equipment and will replace carbon filters in a timely manner according to manufacturer recommendations to ensure maximum efficiency. The Zoning, Planning and Development Commission may impose additional odor control requirements as part of the special use.

(j) *Additional Obligations.* The obligations of the End User and the City recited herein are specifically contingent upon the End User obtaining a license for operation of an adult-use cannabis craft grow facility at the Premises, and the End User's receipt of any and all necessary local approvals to occupy and operate the Premises in the City. This Agreement does not affect, limit, or control the authority of the City Council or any City boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the State of Illinois, the General and Zoning ordinances of the City, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, ordinances and regulations. The City, by entering into this Agreement, is not thereby required or obligated to issue such special use and approvals as may be necessary for the Premises to operate in the City, or to refrain from enforcement action against the End User and/or the Premises for violation of the terms of said special use and approvals or said statutes, bylaws, and regulations.

3. **Term.** The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date (“Original Term”), and which shall automatically renew for a one (1) year term at the expiration of the original term and subsequent one (1) year renewals (“Renewal Term”) provided neither Party provides the other Party in writing of its intent to not renew with such notice to be provided at least ninety (90) days prior to the expiration of the Original Term or any Renewal Term, whichever is applicable.
4. **Termination.** In the event that the End User is unsuccessful in obtaining a license for operation of an adult-use cannabis craft cultivation business at the Premises or the End User does not receive any necessary local approvals to occupy and operate the Premises in the City within six (6) months of the Effective Date, this Agreement shall terminate and the duties and obligations by and between the Parties as set forth herein shall be deemed null and void and shall have no further effect except for Section 10 herein.
5. **Termination by the City.** The City may, for cause or no cause, at any time during the term of this Agreement, elect to terminate this Agreement upon thirty (30) calendar days written notice to the End User. In the event of the termination of this Agreement, the duties and obligations by and between the Parties as set forth herein shall be deemed null and void and shall have no further effect except for Section 10 herein.
6. **Termination by the End User.** In the event that the End User has any State or local license or approval revoked and/or ceases to conduct operations at the Premises for a period of thirty (30) or more calendar days, this Agreement shall terminate and the duties and obligations by and between the Parties as set forth herein shall be deemed null and void and shall have no further effect except for Section 10 herein.
7. **Entirety and Binding Effect.** All exhibits are hereby incorporated herein by reference. This Agreement, including any exhibits, contains the entire agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements between the Parties hereto respecting such matters, if any. All previous communications and negotiations between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified and void. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by any Party. The provisions of this Agreement shall be binding upon the Parties and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.
8. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when

delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To End User:	Craft Creations, LLC. Attention: Todd A. Walters, Esq. 9700 West 131 st Street, Floor 2 Palos Park, Illinois 60464
To the City:	City of Berwyn Attn: Legal Department 6700 West 26 th Street Berwyn, IL 60402
With a Copy to:	Del Galdo Law Group, LLC Attention: James M. Vasselli, Esq. 1441 South Harlem Avenue Berwyn, Illinois 60402 Facsimile: 708-222-7001
	Executive Director Berwyn Development Corporation 3322 S. Oak Park Avenue Berwyn, IL 60402

9. **Assignment.** This Agreement is personal in character and the End User shall not assign, transfer or otherwise direct the transfer of its interest or any of its rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the City. No assignment, even if consented to by the City (which consent may be granted or withheld in the City's sole discretion) shall in any way reduce or eliminate the liability of the End User under this Agreement.
10. **Indemnification of the City.** To the fullest extent permitted by law, the End User shall indemnify, defend and hold harmless the Berwyn Development Corporation, the City and its elected and appointed officials, employees, volunteers, insurers, agents and attorneys from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, that occurred or are alleged to have occurred in whole or in part in connection with the Premises, the intentional, willful or negligent acts or omissions of the End User, the End User's violation of any law or the rights of a third party or this

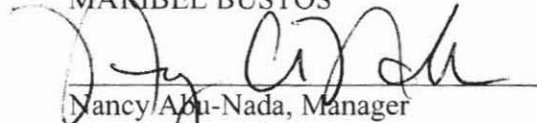
Agreement. Notwithstanding any other contrary provision contained herein, the End User's obligations under this Section shall survive the expiration or termination of this Agreement. This Section shall be interpreted as broadly as possible under state and federal law. Notwithstanding anything contained herein to the contrary, the City does not waive any immunity provided by local, state, or federal law, including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*)

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County.
12. **Counterparts and Facsimile Transmissions.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
13. **Severability.** The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.
14. **Amendments and Modification.** Except as otherwise provided for herein, this Agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all of the Parties hereto.
15. **Attorneys' Fees.** In the event that any action is commenced by any Party hereto for the purpose of enforcing any provision of this Agreement, each Party shall be responsible for its own attorneys' fees, costs and expenses.
16. **Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
17. **Effective Date.** The Effective Date shall be the last date on which either Party executes this Agreement.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

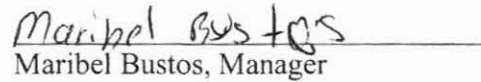
CRAFT CREATIONS, LLC., BY ITS MANAGERS NANCY ABU-NADA and MARIBEL BUSTOS



Nancy Abu-Nada, Manager

4/10/20

Date



Maribel Bustos, Manager

4/10/20

Date

THE CITY OF BERWYN, Illinois, an Illinois municipal corporation

Robert Lovero.

Printed Name

Signature

City President

Title

Date

ATTEST: _____
Margaret M. Paul
City Clerk

(SEAL)

April 10, 2020

Mayor Robert J. Lovero
6700 W. 26th Street
Berwyn, IL 60402

Re: Craft Creations, LLC
6613-6621 W. Ogden Avenue, Berwyn, Illinois

Dear Mayor Lovero:

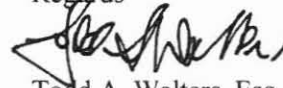
Craft Creations, LLC is an Illinois corporation which has applied for a license from the Illinois Department of Agriculture for permission to operate as a craft adult use cannabis cultivator and infuser, with rights to transport our individual products to other licensed adult use cannabis licensees. We have submitted to the City a special use permit application for permission to operate in the City of Berwyn, Illinois at the above referenced location for the above purpose. On behalf of Craft Creations, LLC and in support of its application I present to you the attached proposed Host Agreement for your consideration.

The proposed Host Agreement sets forth our intended annual Community Impact Fee payment of one percent (1%) of total gross revenue to the City of Berwyn. Based on the specialized type of indoor hydroponic, low-carbon impact cultivation equipment we anticipate using within the space limitations of the above building, we project total gross annual revenues at the end of our second calendar year of cultivation to be approximately Seven Million Seven Hundred Thousand Dollars (\$7,700,000) in addition to gross annual revenue of Four Million Dollars (\$4,000,000) from infusions. To provide full transparency and accuracy in accounting to the City, we will provide copies of all income related documentation which we provide to the Illinois Department of Agriculture and to the State of Illinois during the term of the Host Agreement.

In addition to the above stated Community Impact Fee it is our commitment to the City to make an annual charitable, not-for-profit contribution to any charitable organization which the City designates, in the amount of Ten Thousand Dollars (\$10,000) for every Five Million Dollars (\$5,000,000) of gross revenue earned by Craft Creations, LLC in a given year. By way of example and not including any sales tax imposed by the City, if in our second year of productivity (which would be 2022) our total gross revenue for the company is Twelve Million Dollars (\$12,000,000), the payment to the City would be the One Hundred Twenty Thousand Dollar (\$120,000) Community Impact Fee in addition to a Twenty Thousand Dollar (\$20,000) total payment to the charitable organization(s) of the City's choice. These payments are separate and apart from the various educational and employment programs we intend to institute for the benefit of the community at large.

We look forward to receiving our licensure approval from the State and to being welcomed to the City of Berwyn with the acceptance of our proposed Host Agreement and special use permit request. If you have any questions at all please do not hesitate to contact me on behalf of Craft Creations, LLC.

Regards-



Todd A. Walters, Esq.
Agent for Craft Creations, LLC.



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A Century of Progress with Pride

PROCLAMATION

- Whereas,** On April 22, 1970, Senator Gaylord Nelson of Wisconsin and millions of Americans came together to celebrate the first Earth Day. Students, educators, social justice activists, and frontline people of color, challenged our Nation to confront our most urgent environmental issues and rallied around a single message: the success of future generations depends upon how we act today; and
- Whereas,** Due to the unified efforts of all those aforementioned, among them 25 year-old graduate Denis Hayes, peace activist John McConnell; the decade that followed saw some of America's most popular and powerful environmental legislation; and updates to the Clean Air Act and the creation of the Clean Water Act, the Endangered Species Act; and
- Whereas,** The establishment of the Environmental Protection Agency, updates to the Clean Air Act and the creation of the Clean Water Act, the Endangered Species Act ; and
- Whereas,** Earth Day 2016, the landmark Paris Agreement was signed by the United States, China, and some 120 other countries, a key requirement for the entry into force of the historic draft climate protection treaty adopted by consensus of the 195 nations present at the 2015 United Nations Climate Change Conference in Paris; and
- Whereas,** April 22, 2020 marks the 50th Anniversary of Earth Day across the globe; and
- Whereas,** Also affecting each of us now is the global coronavirus pandemic, which parallels the crisis of climate change, according to the World Health Organization; and
- Whereas,** As we continue to deal with the ongoing COVID-19 pandemic, we are reminded of the importance of maintaining a clean and healthy environment, and acknowledge the global community faces extraordinary challenges such as global health issues, food and water shortages, and economic struggles; and
- Whereas,** We recognize the efforts of the youth climate change movement, and understand this obligation extends not only today's caretakers but also to future generations who inherit our planet; and

NOW, THEREFORE, let it be proclaimed that I, Mayor Robert Lovero and the esteemed members of City Council hereby proclaim April 22, 2020 as Earth Day in the City of Berwyn and call upon residents to observe this month with beautifying activities, through local activism, raising awareness, and leading by example in keeping the City of Berwyn Beautiful.

Dated this 22nd day of April 2020.

Robert J. Lovero

Robert J. Lovero, Mayor



Margaret Paul

Margaret Paul, City Clerk

H-1

CITY OF BERWYN

ORDINANCE NO. _____

AN ORDINANCE APPROVING SPECIAL USE PERMITS FOR AN ADULT-USE CANNABIS CRAFT GROWER, ADULT-USE CANNABIS INFUSER ORGANIZATION, AND ADULT-USE TRANSPORTING ORGANIZATION WITHIN THE C-4 CORRIDOR COMMERCIAL ZONING DISTRICT AT THE ADDRESS COMMONLY KNOWN AS 6613-6621 W. OGDEN AVENUE, BERWYN, ILLINOIS – CRAFT CREATIONS, LLC, CRAFT INFUSIONS, LLC & CRAFT TRANSPORTS, LLC

WHEREAS, a request (the “Application”) seeking special use permits to operate an Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Infuser Organization, and Adult-Use Transporting Organization (collectively, the “Proposed Cannabis Uses”) in an existing building within the C-4 Corridor Commercial Zoning District, at the address commonly known as 6613-6621 W. Ogden Avenue, Berwyn, Illinois (the “Subject Property”), was filed with the City of Berwyn by Craft Creations, LLC, Craft Infusions, LLC & Craft Transports, LLC (collectively, the “Petitioner”); and

WHEREAS, the Proposed Cannabis Uses require special use permits to operate within the C-4 Commercial Corridor Zoning District pursuant to Section 1244.02 (Use Table) and Table 1244.02-A (Use Table) of the Zoning Code of the City of Berwyn (“Zoning Code”); and

WHEREAS, the Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Application has been referred to the Zoning, Planning and Development Commission of the City (“Commission”) and has been processed in accordance with the Zoning Code, as amended; and

WHEREAS, on April 15, 2020, the Commission held a public hearing on the Application pursuant to notice thereof given in the manner required by law, and, after considering all of the testimony and evidence presented at the public hearing, the Commission recommended approval of the Application with certain conditions, by a vote of six (6) in favor and zero (0) opposed, with one (1) absent, all as set forth in the Findings and Recommendation of the Commission in this matter (“Findings and Recommendation”), a copy of which is attached hereto as **Exhibit B**; and

WHEREAS, the City Council of the City has duly considered the Findings and Recommendation of the Commission, and all of the materials, facts and circumstances affecting the Application, and, in accordance with the Findings and Recommendation of the Commission, find that the Application satisfies the standards set forth in Section 1252.03(C)(4) of the Zoning Code relating to special use permits.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Berwyn, Cook County and State of Illinois, as follows:

Section 1: Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

Section 2: Approval of Special Use Permits for the Proposed Cannabis Uses. The City Council, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approve and adopt the Findings and Recommendation of the Zoning, Planning and Development Commission, a copy of which is attached hereto as **Exhibit B**, and incorporate such Findings and Recommendation by reference as if fully set forth herein. The City Council further approves special use permits for an Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Infuser Organization, and Adult-Use Transporting Organization to locate in the C-4 Corridor Commercial Zoning District on the Subject Property located at 6613-6621 W. Ogden Avenue, Berwyn, Illinois, as legally described in **Exhibit A**, with the following conditions:

1. The Petitioner shall seek approval of the external camera placements and other security measures as outlined in Sections §1244.03.B.4 and §1244.03.E.4 of the Zoning Code by the City of Berwyn Police Department. The Petitioner shall provide the Police Department with a floor plan.
2. The Petitioner shall seek approval from the Mayor or his designee for the window or exterior signage as outlined in Sections §1244.03.B.5 and §1244.03.E.5. of the Zoning Code. The Petitioner shall provide the City of Berwyn with building elevations.
3. The Petitioner shall seek approval of the air treatment system from the Mayor or his designee as outlined in Section §1244.03.B.6. of the Zoning Code. The Petitioner shall provide the City of Berwyn with a description of the air treatment system.
4. The Petitioner shall return the structure to its original historic significance, with said plans to be approved by the Mayor or his designee.
5. The Petitioner shall maintain odor and pollution standards to meet Section §1244.06 of the Berwyn Zoning Code's Environmental Performance Standards and Section §1244.03.B.6 of the Cannabis Ordinance.
6. The Petitioner shall maintain governmental compliance standards as outlined in Sections §1244.03.E.1 and §1244.03.B.1. of the Zoning Code.

Section 3: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the City shall be grounds for the immediate rescission by the City Council of the approvals made in this Ordinance.

Section 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 5: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2020.

Robert J. Lovero, Mayor

ATTEST:

Margaret Paul, City Clerk

Published by me in pamphlet form this ____ day of _____, 2020.

Margaret Paul, City Clerk

EXHIBIT A

LOTS 23, 24, AND 25 IN BLOCK 8 IN BALDWIN'S SUBDIVISION OF BLOCKS 3, 14, 19, 30, 31 AND 33 AND THOSE PARTS OF 32ND AND 35TH STREETS LYING BETWEEN BALDWIN AND HIAWATHA AVENUE IN LAVERGNE, BEING A SUBDIVISION OF THE NORTHWEST $\frac{1}{4}$ AND THAT PART OF THE NORTHEAST $\frac{1}{4}$ AND THE SOUTHEAST $\frac{1}{4}$ AND EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ LYING NORTH OF OGDEN AVENUE, OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-31-233-023-0000.

COMMONLY KNOWN AS: 6613-6621 W. Ogden Avenue, Berwyn, Illinois

EXHIBIT B
FINDINGS OF FACT
(ATTACHED)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Margaret Paul, Clerk of the City of Berwyn, in the County of Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

AN ORDINANCE APPROVING SPECIAL USE PERMITS FOR AN ADULT-USE CANNABIS CRAFT GROWER, ADULT-USE CANNABIS INFUSER ORGANIZATION, AND ADULT-USE TRANSPORTING ORGANIZATION WITHIN THE C-4 CORRIDOR COMMERCIAL ZONING DISTRICT AT THE ADDRESS COMMONLY KNOWN AS 6613-6621 W. OGDEN AVENUE, BERWYN, ILLINOIS – CRAFT CREATIONS, LLC, CRAFT INFUSIONS, LLC & CRAFT TRANSPORTS, LLC

which Ordinance was passed by the City Council of the City of Berwyn at a Regular City Council Meeting on the ___ day of _____, 2020, at which meeting a quorum was present, and approved by the Mayor of the City of Berwyn on the ___ day of _____, 2020.

I further certify that the vote on the question of the passage of said Ordinance by the City Council of the City of Berwyn was taken by Ayes and Nays and recorded in the minutes of the City Council of the City of Berwyn, and that the result of said vote was as follows, to-wit:

AYES:

NAYS:

ABSENT:

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Berwyn, this ___ day of _____, 2020.

City Clerk

[SEAL]

Mayor
Robert J. Lovero



City Clerk
Margaret M. Paul

A CENTURY OF PROGRESS WITH PRIDE

6700 W 26th Street • Berwyn, IL 60402 • Ph: (708) 788-2660 • Fax: (708) 788-2675 • Berwyn-IL.gov

**Zoning, Planning and
Development Commission**

Joel Chrastka
Douglas Walega
Richard F. Bruen, Jr.
Lance C. Malina
Don Miller
Rosina LaPietra
Cathy Norden

April 23, 2020

Re: Request for approval of Special Use Permits for an Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Infuser Organization, and Adult-Use Transporting Organization in the C-4 Corridor Commercial Zoning District, at 6613-6621 W. Ogden Avenue

Mayor Lovero and Members of the City Council:

Attached for your consideration are Findings of Fact from the Zoning, Planning and Development Commission relative to the request of Petitioner Craft Creations, LLC, Craft Infusions, LLC & Craft Transports, LLC for special use permits to locate an Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Infuser Organization, and Adult-Use Transporting Organization within the C-4 Corridor Commercial Zoning District, at the address commonly known as 6613-6621 W. Ogden Avenue, Berwyn, Illinois. Special use permits to locate the proposed cannabis uses on the 6613-6621 W. Ogden property may be granted where the standards applicable to special uses set forth in Section 1252.03 of the Zoning Code of the City of Berwyn are found to have been met. Attached to the Findings of Fact are Exhibits from the Public Hearing. Also attached for your consideration is an Ordinance approving the special use permits.

The recommendation of the Zoning, Planning and Development Commission in this matter was to APPROVE the requests for special use permits, on a vote of 6-0.

Respectfully,

Lance C. Malina
Executive Secretary,
Berwyn Zoning, Planning and Development
Commission

**FINDINGS OF FACT AND RECOMMENDATION OF THE
CITY OF BERWYN ZONING, PLANNING AND DEVELOPMENT COMMISSION
TO THE MAYOR AND CITY COUNCIL**

**ZPDC No. 20-02
April 15, 2020**

APPLICATION: Request for approval of Special Use permits to locate an Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Infuser Organization, and Adult-Use Transporting Organization within the C-4 Corridor Commercial Zoning District.

PETITIONER: Craft Creations, LLC, Craft Infusions, LLC & Craft Transports, LLC

PROPERTY: 6613-6621 W. Ogden Avenue, Berwyn, Illinois

SUMMARY OF REQUEST AND RECOMMENDATION: The City of Berwyn has received a request from Petitioner Craft Creations, LLC, Craft Infusions, LLC & Craft Transports, LLC (“Petitioner”) for Special Use permits to locate an Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Infuser Organization, and Adult-Use Transporting Organization (collectively, the “Proposed Cannabis Uses”) within the C-4 Corridor Commercial Zoning District, at the address commonly known as 6613-6621 W. Ogden Avenue, Berwyn, Illinois (the “Property”). The Proposed Cannabis Uses require a special use permit to operate within the C-4 Corridor Commercial Zoning District pursuant to Section 1244.02 (Use Table) and Table 1244.02-A (Use Table) of the Zoning Code of the City of Berwyn (“Zoning Code”).

Following a public hearing held on April 15, 2020, the City of Berwyn Zoning, Planning and Development Commission (“ZPDC”) recommended APPROVAL of the requested special use permits for the Proposed Cannabis Uses on a vote of six (6) in favor and zero (0) opposed, with one (1) absent.

BACKGROUND: The existing building on the Property is a 10,328 square foot brick building.

City Staff determined that special use permits were required to operate the Proposed Cannabis Uses within the C-4 Corridor Commercial Zoning District pursuant to Section 1244.02 (Use Table) and Table 1244.02-A (Use Table) of the Zoning Code of the City of

Berwyn. Petitioner then requested that the ZPDC grant special use permits to allow the Proposed Cannabis Uses at the Property.

PUBLIC HEARING: At the public hearing on the special use request, David Hulseberg, Executive Director of the Berwyn Development Corporation, testified, as did Mr. Wael Ziyad, the Petitioner's Manager.

Mr. Hulseberg noted that the Berwyn Development Corporation ("BDC") serves in a professional capacity as a service agent via contract. Subject to that the BDC prepared the staff report regarding the Proposed Cannabis Uses. BDC reviewed the petition and submitted their recommendations.

The building on the Property is approximately 10,300 square feet and has some historic value in its architectural design. There are eight (8) parking spaces on the adjacent right-of-way west of the Property, and four (4) parking spaces in the rear and east side of the Property. The Proposed Cannabis Uses are heavily regulated by the Illinois Department of Agriculture and other State agencies. There will be a modification to the building regarding utilities, to provide additional required electricity.

The Proposed Cannabis Uses, if approved, will contribute to the local tax base. The Petitioner has pledged that 1% of gross profits will be designated to the City for the life of the business via a host agreement, which is in addition to the 1% tax.

The Property is located in the C-4 Corridor Commercial Zoning District and special use permits are required for the various Proposed Cannabis Uses.

Cultivation square footage on the location could potentially be increased, if increases in allowable square footage are ever granted by the State.

The footprint of the existing building on the Property will not be changing; no changes to setback, elevation, or building materials. The Petitioner is proposing to tuckpoint and paint the brick on the South and West sides of the building. The existing windows will be removed and closed up with cinder blocks, and then covered by break-resistant Spandrel glass in an effort to retain the existing historic character of the building. The interior space will be reconfigured to accommodate the architectural and business's operating plans. Only the street address will be visible; there will be no additional signage. Final architectural drawings for the buildings will be approved by the Mayor, or his designee, and the Petitioner's goal is for the look to enhance the historic standards.

Mr. Hulseberg noted that the Berwyn Cannabis Ordinance approved by the City Council provides various standards that must be adhered to, and the Petitioner has asserted it will comply with all of those.

Since no other cannabis craft grower exists in the State at the time of this application, the Department of Agriculture has already determined that the minimum spacing of 1,500 linear feet from property line to a preexisting craft grower would not prevent this business.

All security procedures and protocols of the Petitioner will be reviewed with local law enforcement, including access to security cameras and their placement. There will be no exterior signage, other than the building address. The location will look like a "vanilla box." There will be absolutely no retail sales at the location; the Proposed Cannabis Uses do not include a request for a dispensary use.

Mr. Hulseberg stated that the BDC was recommending six (6) conditions that Petitioner should meet:

1. The Petitioner shall seek approval of the external camera placements and other security measures as outlined in Sections §1244.03.B.4 and §1244.03.E.4 of the Zoning Code by the City of Berwyn Police Department. The Petitioner may need to provide the Police Department with a floor plan.
2. The Petitioner shall seek approval from the Mayor or his designee for the window or exterior signage as outlined in Sections §1244.03.B.5 and §1244.03.E.5. of the Zoning Code. The Petitioner will need to provide the City of Berwyn with building elevations.
3. The Petitioner shall seek approval of the air treatment system from the Mayor or his designee as outlined in Section §1244.03.B.6. of the Zoning Code. The Petitioner will need to provide the City of Berwyn with a description of the air treatment system.
4. The Petitioner shall return the structure to its original historic significance, with said plans to be approved by the Mayor or his designee.
5. The Petitioner shall maintain odor and pollution standards to meet Section §1244.06 of the Berwyn Zoning Code's Environmental Performance Standards and Section §1244.03.B.6 of the Cannabis Ordinance.
6. The Petitioner shall maintain governmental compliance standards as outlined in Sections §1244.03.E.1 and §1244.03.B.1. of the Zoning Code.

Absolutely no retail sales will take place. The only way retail sales would be allowed is if Petitioner submits a new application for a special permit to the ZPDC.

Commissioner Norden questioned why the plans for pollution control and air control are conditions at both the State and local level? Mr. Hulseberg noted that this was a belt and suspenders approach.

Commissioner LaPietra asked how much parking was needed for employees? Mr. Hulseberg stated there are eight (8) parking spaces on the adjacent right-of-way west of the Property, and four (4) parking spaces in the rear and east side of the Property. There will never be more than six (6) employees on the Property at one time. Traffic increase in the area would be minimal as Ogden Avenue is already the most traveled roadway in Berwyn.

Finally, in response to a question from Commissioner Walega, Mr. Hulseberg noted that there is a possible opportunity to expand the business because the building is approximately 10,300 square feet and Petitioner will only be using 5,000 square feet for cultivation at this time (maximum currently allowed by State).

Next, Mr. Ziyad, Petitioner's manager, testified. He noted the facility will be using high tech machines to grow and eliminate all smells and contamination. Vertical farming units are run by computer to maximize square footage. The company Petitioner will be partnering with also does business in Colorado, Las Vegas, and California. The principles associated with the Petitioner include himself, as manager, and Nancy Abu-Huda.

Commissioner Miller asked whether this is the Petitioner's only location or are there others? Mr. Ziyad stated that some of the group has experience in other locations, but this is the first time this is being done in the State of Illinois. Petitioner will need to hire people from other states who have more experience. Specifically, someone from the State of Colorado has been hired to help assist. He noted that their group was very diverse, and included social justice members.

The ZPDC next took public comment. The public hearing was held electronically, so all public comment was in written form, either through pre-submitted questions or statements, or through questions submitted on-line during the course of the hearing.

Alderman Ramirez asked about delivery and distribution, the use of trucks, ingress and egress, and how materials get in and out of the Property and the City? Mr. Hulseberg answered that each seed is given a barcode and that will remain with that product until it is sold at a dispensary. You can track when the seed was planted, how much water/fertilizer/sun was required, seeds growth pattern, when the seed germinated, what it produced, how many ounces of product, and whether it was used for infusion or

distribution. Any product (candy or leaf product) leaving the Petitioner's facility must leave the facility through the regulated and dedicated transport van approved by the State, owned by the Petitioner, and which only delivers to a legal dispensary in the State of Illinois. A small van would be utilized, and would come and go twice a day. The route will not be specified, and the impact will be minimal. The van entrance will be on the west side of the structure and when leaving the facility the van will proceed south, not through the neighborhood.

Alderman Ramirez next asked about the facility's hours of operation. Mr. Hulseberg testified that the business will be 24 hours 7 days a week. There will be one or more people present at the facility at all times.

Alderman Ramirez next asked whether Petitioner would have a preference for hiring local residents. Mr. Ziyad responded that the plan is to hire local employees. There would be three (3) shifts of six (6) people so approximately eighteen (18) people would be needed.

Resident David Liesse voiced his strong objection to the Petitioner's proposal. He is a retired school administrator who discourages the use of drugs, including cannabis. He does not want the sale of cannabis in Berwyn. Mr. Hulseberg replied via email to inform the citizen that Petitioner will not have any retail sales. Mr. Liesse then replied that he still objects, and considers there to be a possible issue of declining property values. He has been a residence since 1991 and believes City should not grant special use permits for the Proposed Cannabis Uses.

Resident Deborah Avalos commented that she is opposed to granting the special use permits for the Proposed Cannabis Uses, as she does not believe they fit with family and community growth near the train tracks.

Jason Girard commented that he is a military vet, executive professional chef, medical cannabis cardholder, has experience with cultivating cannabis, and a decade of experience in the wholesale wine and spirits industry. He asked about the extent of the tax benefits to the City, how many Berwyn residents will be hired and at what positions, who to contact, and what will they be producing? Mr. Hulseberg responded that sixteen to eighteen (16-18) employees would be needed, so there will be roughly twelve to fourteen (12-14) local hires. Tax revenue will be the 1% tax imposed on cultivation centers and the additional 1% of gross receipts Petitioner has pledged to provide to the City. Positions include "snipper" and "infuser", but will be dictated by the marketplace. The leadership team has indicated they have a preference for local hires and anyone

interested in a position can reach out to BDC and they will make introductions or arrange connection.

Stephen Lilly commented that under state law, craft growers can only have 5,000 square feet. What are the possible issues with cannabis smell being vexing or annoying to the neighbors? He suggested a local ordinance restricting these types of adult cannabis use operations within two hundred and fifty (250) feet of a property line to a place of worship. In his opinion, the C-4 district doesn't seem appropriate to this type of business. Mr. Hulseberg stated the standard of two hundred and fifty (250) feet not being applied to craft growers but applied to dispensaries was based on a hearing the City had, where the City Council determined growers are well regulated under state and local ordinance and that citizens are still being well protected. Mr. Ziyad added that the individual units being used to grow are completely controlled and enclosed. Petitioner will be using a chiller system and not an A/C system. Chiller will take in the smell and squeeze it out and there is a perfume system.

John Mayer and Carol Nesladek commented that they are the owners of an adjacent commercial business. They are concerned about retail sales and don't have a Facebook account, so Mr. Mayer and Ms. Nesladek requested that the results of the meeting be posted. Executive Secretary Malina reiterated that there will be no retail sales, and that the results of the meeting will be posted.

Ron from Midas Muffler commented that while he believes it will be good income for the City, he is concerned about safety, odor and the number of people milling around. Mr. Hulseberg responded that there are no retail sales, so the only people entering will be employees. According to the State law governing growers, each employee is highly scrutinized and checked, and doors are locked and secured. The general public will not be allowed any access.

Additional public comments were received via Facebook live.

Jerome Schmidhuber noted that cannabis takes a lot of water and smells when smoked. Mr. Hulseberg noted that under State law no consumption is allowed on the premises of cultivation centers or infusers. He also noted, in relation to the water usage, that the term craft growing comes from the State of Illinois definition and that such growers are limited in size to 5,000 square feet or less.

Mr. Hulseberg also explained that he and Alderman Lennon travelled and hand delivered notice to all properties within 250 feet of the Property. There was a large misconception that Property was going to be a dispensary with retail sales. Once it was

explained that no retail sales were going to be allowed, approximately 90% of the people they spoke to had no objection.

Bill Sviatko asked whether the Petitioner had submitted the application to the State or whether they were waiting for the zoning approval before submitting an application. Mr. Hulseberg responded that the Petitioner's application had already been submitted. When submitting an application to the Department of Agriculture there are three (3) check boxes asking about zoning at the location. An applicant must state whether it is already a permitted use and no additional zoning is needed, whether an application has been put on file with the city and is pending, or that the applicant has no knowledge of the local ordinance. Checking of this third box regarding no knowledge means the application is thrown out. Finally, Mr. Hulseberg noted that if the ZPDC recommends the approval of the zoning application then Petitioner can modify the application with the Department of Agriculture.

Patty Rivera asked why the operations are 24/7? Mr. Hulseberg responded that plants are constantly growing and need to be monitored, handled, and maintained. There is nothing loud or noisy. Executive Secretary Malina noted that while the business is operating 24 hours a day, the business is also closed to the general public 24 hours a day.

Denise Ramirez asked whether the City analyzed crime rate changes near cannabis grower operations? Mr. Hulseberg noted that there is no data for that for craft growers because there are currently no craft grower facilities in the State. Executive Secretary Malina noted that many local municipalities required an impact fee for medical dispensaries when they first applied, and almost all of those municipalities have returned that fee because they saw no impact.

There being no further questions, comments or members of the public wishing to speak on the application, the Public Hearing was closed on a unanimous vote following a motion by Commissioner Norden, seconded by Member Walega.

Exhibits marked during the course of the Public Hearing included: **City Group Exhibit 1**, which consisted of the published legal notice for the public hearing, and accompanying Certification of Publication, as well as the full application for the relief sought by Petitioner and supporting materials. The motion to admit the Exhibit was made by Commissioner Norden, seconded by Commissioner LaPietra, and was unanimously approved. The written public comments received by the ZPDC are part of **City Group Exhibit 1**.

The members of the ZPDC each in turn expressed their views on the Proposed Cannabis Uses. Following discussion, a motion to recommend approval of the Special Use permits for the Proposed Cannabis Uses with the conditions suggested by the BDC was made by Commissioner Bruen, seconded by Commissioner Walega. The ZPDC recommended that the City Council APPROVE the requested Special Use permits for the Proposed Cannabis Uses with the conditions suggested by the BDC by a vote of six (6) in favor, zero (0) opposed, and one (1) absent.

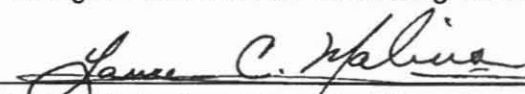
FINDINGS: The Zoning, Planning, and Development Commission makes the following Findings as to the proposed Special Uses:

- (A) **The proposed special use will not, under the circumstance of the particular case, endanger the health, safety, comfort, convenience and general welfare of the public.** The ZPDC found that this standard had been met. There will be no retail sales of cannabis at this location. The Proposed Cannabis Uses are entirely self-contained in the existing building. Use of a chiller system will prevent any exterior odors. The Proposed Cannabis Uses are heavily regulated by the State. There will be no access to the facility by the general public. There will be no changes to the existing footprint of the building, no exterior signage, and no traffic impacts or other effect that would endanger the comfort, convenience and general welfare of the public.
- (B) **The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.** The ZPDC found that this standard had been met. In general, it was felt that locating the Proposed Cannabis Uses on the Property was appropriate or compatible with the character of adjacent properties and other property within the immediate vicinity, given the nature of the building on the Property and the block itself. There will be no retail sales of cannabis at this location. The Proposed Cannabis Uses are heavily regulated by the State. Use of a chiller system will prevent any exterior odors. There will be no changes to the existing footprint of the building, no exterior signage, and no traffic impacts or other effect that would be incompatible with the character of adjacent properties or other property within the immediate vicinity.
- (C) **The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.** There will be no changes to the existing footprint of the building, no exterior signage, no traffic impacts, or other effect that would impede nearby redevelopment or improvements. The area is already fully developed. The ZPDC found that this standard had been met.

- (D) **The proposed special use will be provided with adequate utilities, access roads, drainage, and/or other necessary facilities.** The ZPDC found this standard was met in that all necessary utilities to the Property already exist, or, in the case of the upgraded electric service, will be provided.
- (E) **The proposed special use is consistent with the intent of the Comprehensive Plan, the Zoning Code, and the other land use policies of the City.** The ZPDC found that the special use permits for the Proposed Cannabis Uses would be consistent with the intent of the Zoning Code, as recently amended by the City Council.

RECOMMENDATIONS: Based upon the foregoing Findings, the ZPDC, by a vote of six (6) in favor, zero (0) against, and one (1) absent, recommends to the Mayor and City Council that the request of Petitioner Craft Creations, LLC, Craft Infusions, LLC & Craft Transports, LLC for Special Use permits to locate an Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Infuser Organization, and Adult-Use Transporting Organization within the C-4 Corridor Commercial Zoning District, at the address commonly known as 6613-6621 W. Ogden Avenue, Berwyn, Illinois, be APPROVED, subject to the following conditions:

1. The Petitioner shall seek approval of the external camera placements and other security measures as outlined in Sections §1244.03.B.4 and §1244.03.E.4 of the Zoning Code by the City of Berwyn Police Department. The Petitioner shall provide the Police Department with a floor plan.
2. The Petitioner shall seek approval from the Mayor or his designee for the window or exterior signage as outlined in Sections §1244.03.B.5 and §1244.03.E.5. of the Zoning Code. The Petitioner shall provide the City of Berwyn with building elevations.
3. The Petitioner shall seek approval of the air treatment system from the Mayor or his designee as outlined in Section §1244.03.B.6. of the Zoning Code. The Petitioner shall provide the City of Berwyn with a description of the air treatment system.
4. The Petitioner shall return the structure to its original historic significance, with said plans to be approved by the Mayor or his designee.
5. The Petitioner shall maintain odor and pollution standards to meet Section §1244.06 of the Berwyn Zoning Code's Environmental Performance Standards and Section §1244.03.B.6 of the Cannabis Ordinance.
6. The Petitioner shall maintain governmental compliance standards as outlined in Sections §1244.03.E.1 and §1244.03.B.1. of the Zoning Code.

Signed: 
Lance C. Malina, Executive Secretary

II. GENERAL INFORMATION

Please provide all of the requested information below. If you fail to provide all of the requested information, your Petition may be rejected as incomplete.

1. Full common address or location of the property for which zoning relief is sought (the "Property"):

6613-6621 West Ogden Avenue, Berwyn, Illinois 60402

2. Legal Description of the Property (obtain from Deed, Survey or Title Policy) (attach additional sheet if necessary):

LOTS 23, 24, AND 25 IN BLOCK 8 IN BALDWIN'S SUBDIVISION OF BLOCKS 3, 14, 19, 30, 31 AND 33 AND THOSE PARTS OF 32ND AND 35TH STREETS LYING BETWEEN BALDWIN AND HIAWATHA AVENUE IN LA VERGNE, BEING A SUBDIVISION OF THE NORTHWEST ¼ AND THAT PART OF THE NORTHEAST ¼ AND THE SOUTHEAST ¼ AND EAST ½ OF THE SOUTHWEST ¼ LYING NORTH OF OGDEN AVENUE, OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

3. Permanent Index Number of the Property: **16-31-233-023-000**
4. Size of the Property (in square feet or acres): **10,328 feet**
5. Contact Information:

Applicant(s)

**Craft Creations, LLC & Craft Transports, LLC
c/o 9700 W. 131st St, FL2, Palos Park, IL 60464
(708) 361-9700 telephone
(708) 361-9771 facsimile
todd@walterslawgroup.com**

Property Owner(s):

**Remington Nassar
6621 S. Ogden Avenue
Berwyn, IL 60402
(708) 741-8198 telephone
michaelstorm911@gmail.com**

Agent/Attorney

**Nicole D. Milovich-Walters, Agent
9700 W. 131st Street, FL2
Palos Park, IL 60464
(708) 361-9700
todd@walterslawgroup.com**

6. If the Property is in a trust, provide name, address and number of trust.

**Chicago Title Land Trust Company
Land Trust No. 8002375484 dated August 7, 2017**

7. Briefly describe Applicant's interest in the Property. If Applicant is not the Owner of Record, please attach copies of: i. the purchase contract or other documents in support of Applicant's interest; and ii. written permission from the current Owner of Record to petition the Village:

The Applicants, Craft Creations, LLC and Craft Transports, LLC, would like to operate a cannabis craft cultivation/infusion facility and have an interior transportation bay. Written permission of the Owner, who has provided a letter of intent to lease the property to Petitioner, is attached hereto in support hereof.

8. Are there any leases, offers or contracts to sell or buy, options, etc., in existence which affect the present or future ownership or interest in the affected Property (include the type of transaction, the parties thereto, dates of execution of documents referred to, and the actual consideration involved in the transaction). If so, please describe:

No.

9. Are any of these transactions described in 8 above contingent upon Zoning relief being granted? If so, explain in detail.

The expectation of a leasehold between the Applicant and the property owner(s) is contingent upon the requested zoning relief being granted.

10. What is the current Zoning designation of the Property: Neighborhood Transitional (NT) C4

11. Describe the Zoning Relief you are seeking?

We would like this property granted a Special Use, under Section 1244.02 of the zoning code, to allow the cultivation of 5,000 square feet of cannabis growth and the infusion thereof on premises.

12. Has the Property, to the best of your knowledge, previously been the subject of a request for zoning relief? If so, explain in detail: (1) the date of the Hearing; (2) the relief requested; (3) the outcome of the Hearing; and (4) the applicant:

Not to the Applicant's knowledge.

13. Describe any existing structures on the Property:

There is a 10,328 square foot brick building on the premises which has a transportation bay within.

14. Give a brief description of the proposed construction, rehabilitation or other work that will be performed at the Property, if any:

The brick on the South and West sides will be tuckpointed and painted. The existing windows will be removed and will be closed up with cinder blocks, covered by break-resistant Spandrel glass to retain the existing historic character of the building. The street address number will be conservatively styled and clearly visible on the exterior of the building. The interior space will be reconfigured to accommodate the architectural and operating plans necessary to operate the business.

15. Describe any private parking facilities proposed and number of cars accommodated:

No private parking facilities are being proposed by the Applicant. Parking will be for employees only as there are no retail customers of this business.

**III. EVIDENCE IN SUPPORT OF PETITIONER'S
SPECIAL USE REQUEST**

NOTE: This entire application and petition shall become a part of your hearing records. You are encouraged to set forth all arguments, evidence and exhibits (whether requested or not) in full support of your appeal within and made a part of this petition. Use additional pages if necessary.

1. The Zoning, Planning and Development Commission shall not make a recommendation to approve a special use to Council, and Council shall not grant a special use, unless the applicant establishes, by a preponderance of the evidence presented at the public hearing, evidence to support each of the following conclusions. Please respond after each with a short narrative stating how the proposed special use meets or is consistent with each standard:
 - a. The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.

Our proposed use of the building is highly regulated by the State of Illinois, Department of Agriculture and other governmental bodies, and we will be in compliance with all those requirements. There will be approximately 10-15 employees on premises, no customers. There will on-premises security 24/7 in addition to 24/7 remote access security monitoring. The exterior of the premises will be well-lit. The Applicant's intended business operations will not increase any traffic on the roadways.
 - b. The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.

The Applicant's intended business location is located on Ogden Avenue which presently has a variety of commercial businesses.
 - c. The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.

The Applicant's business operations will not impede development of any adjacent nor nearby properties. All business operations will be contained within the property itself.
 - d. The proposed special use will be provided with adequate utilities, access roads, drainage, and/or other necessary facilities.

The existing location for which special use is requested has utilities already. No modification to the utilities is anticipated at this time other than increasing the electrical service/amperage at the location.

- e. The proposed special use is consistent with the intent of the Comprehensive Plan, the Zoning Code, and the other land use policies of the City.

The Applicant has reviewed the Comprehensive Plan and Zoning Code and does not perceive there to be any inconsistencies between the existing Comprehensive Plan nor other land-use policies. The business will not increase foot-traffic, motor-traffic nor impede in any way the intent of the Comprehensive Plan.

- f. **This petition does not arise from a permit request but rather in reference to the amendment of Chapter 1244.02 (Use Table) of the zoning code which is set before the City Council for consideration on March 10, 2020. The amendment is to add the special use as a cannabis craft grow facility to the zoning code's Use Table.**

- 2. Do you have any further evidence to present in support of your petition? If so, attach a supplemental sworn statement hereto specifying the facts fully.

Please see the Applicant's attached sworn statement in support of its Application.

NOTICE: ALL PARTIES IN INTEREST MUST SIGN AS APPLICANTS

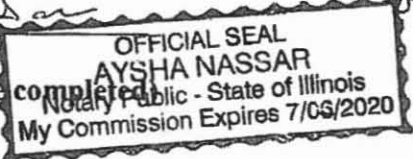
I (WE) HEREBY DEPOSE THAT ALL THE ABOVE STATEMENTS CONTAINED IN THIS PETITION AND THE PAPERS AND DOCUMENTS SUBMITTED HERewith ARE TRUE AND CORRECT.

Sworn to before me, this 15th

day of March, 2020

Aysha Nassar
Notary Public

(Notary Section must be completed)



Nancy Abu-Nada
Applicant

Nancy Abu-Nada as principle officer for Craft Creations LLC

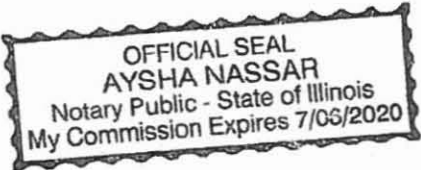
OWNER, IF DIFFERENT THAN APPLICANT, MUST SIGN TO INDICATE CONSENT TO THE FILING OF THIS PETITION:

Sworn to before me, this 15th

day of March, 2020

Aysha Nassar
Notary Public

(Notary Section must be completed)



Remington Nassar
Property Owner #1

Property Owner #2

Statement of Applicant

The Applicants Craft Creations, LLC and Craft Transports, LLC, are Illinois Limited Liability Companies whose Members and Directors are comprised mostly of Illinois residents. Each Member is a professional with much experience in owning and operating businesses.

It is the intent of the Applicants to own and operate a safe working environment in the City of Berwyn, Illinois, growing adult use craft cannabis. We intend to be exemplary community members and partners. In addition to the local sales tax benefits the City will benefit from, we have specifically provided for, in our Business Plan and Operating Agreement, two percent (2%) of our net profits for allocation to the community in which our business is located, to be used as the community leaders deem most appropriate whether for police and other municipal pensions, schools, parks or infrastructure. Additionally, we intend to hire employees from the community and provide them with education and opportunities to develop new skills and knowledge, and further hope to have a work-study type of relationship with local colleges.

Our business will be well lit and tasteful keeping the historic integrity and appeal desired by the Village. We will have no pedestrian foot traffic nor will there be any sales of any kind at our location. We will spare no expense providing on-site security as well as redundant remote surveillance twenty-four (24) hours a day, seven (7) days a week. We intend to be good neighbors and community business members and look forward to having our business located in the Village of Berwyn.

Nicole D. Milovich-Walters, Attorney
Agent on behalf of Applicant

February 21, 2020

City of Berwyn
6700 26th Street
Berwyn, Illinois 60402

Mayor Lovero, City Council, Director Mandicino and Zoning Board,

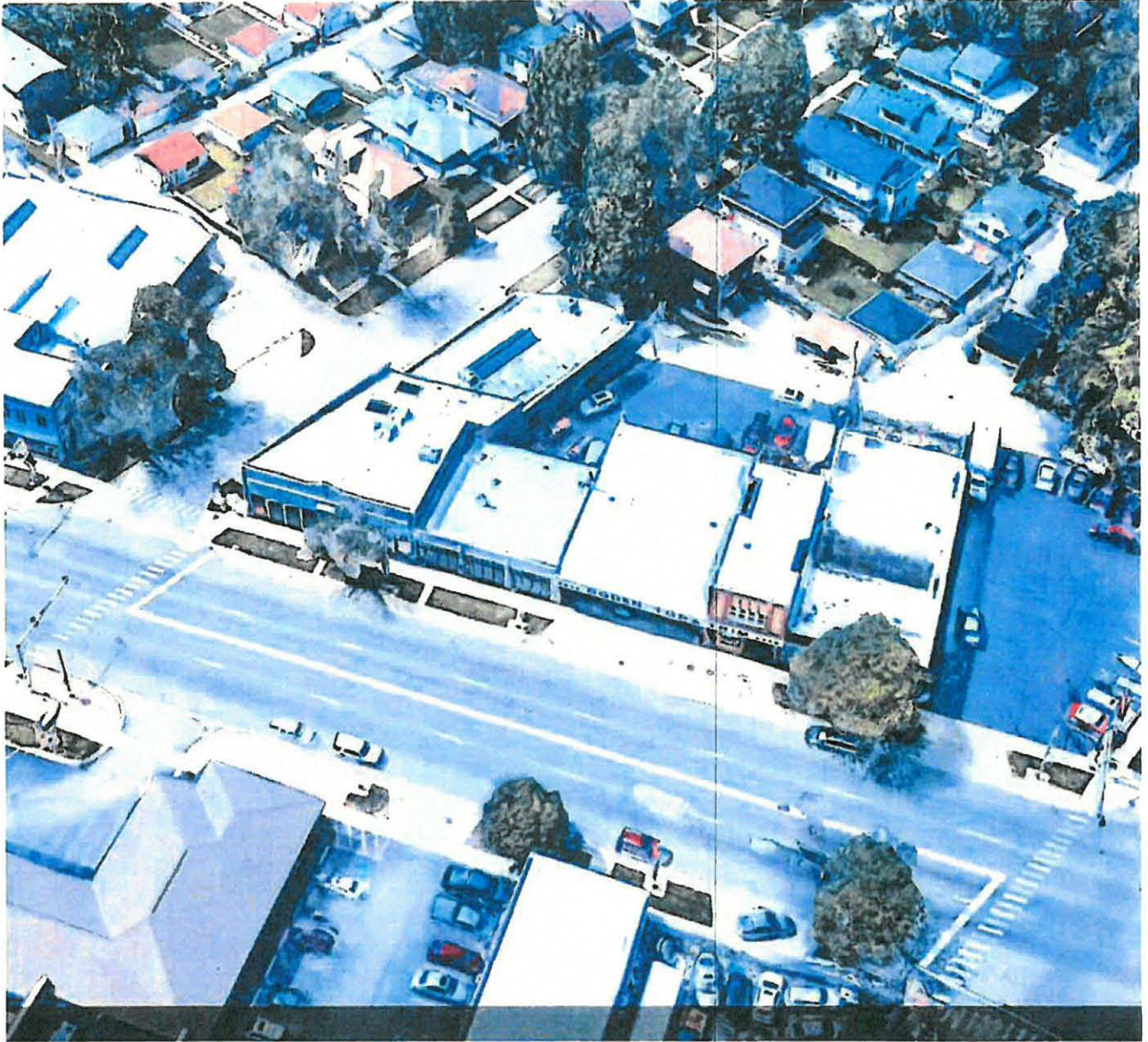
I, Remington Nassar, as the current owner of 6613-6621 West Ogden Avenue, Berwyn, Illinois, intend to lease said property to Craft Creations, LLC, Craft Infusions, LLC and Craft Transports, LLC until at least December 31, 2021. This is to be considered a letter of intent to allow Craft Creations LLC, Craft Infusions, LLC and Craft Transports, LLC to lease 6613-6621 West Ogden in Berwyn Illinois. This lease is fully contingent on Craft Creations LLC being granted a license for craft grow, infusion and/or transport from the State of Illinois.

Sincerely,

 2/26/20

Remington Nassar
Michaelstorm911@gmail.com

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1,11114 N. SCHOMIG INC.
WILLIAM A. SCHOMIG

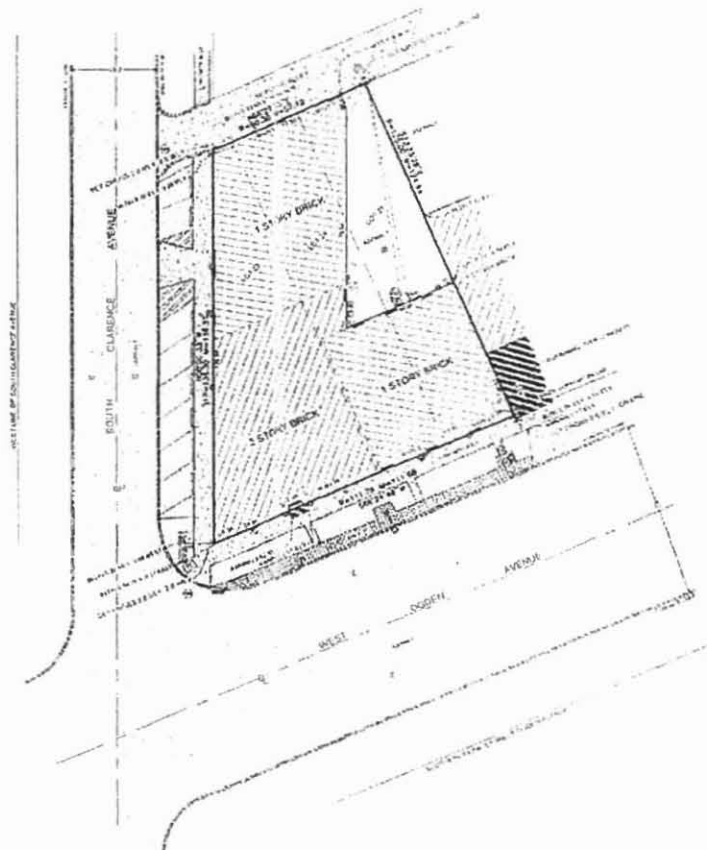
SCHOMIG LAND SURVEYORS, LTD.

ALTA/NSPS LAND TITLE SURVEY

805 EAST 21st STREET
LA GRANGE PARK, ILLINOIS 60526
E-MAIL: SCHOMIG - SURVEY@GEOLOCAL.NET
WEB: WWW.LAND-SURVEY-INDY.COM
PHONE: 708-352-1452
FAX: 708-352-1454

• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

LOTS 22, 24 AND 26 IN BLOCK 8 IN SALDWIN'S SUBDIVISION OF BLOCKS 2, 14, 16, 20, 22 AND 24 AND THREE PARTS OF LOTS 28 AND 30TH BEING LOTS 1, 2 AND 3 IN THE SALDWIN AND HAWTHORN AVENUE SUBDIVISION BEING A SUBDIVISION OF THE NORTHWEST 1/4 AND THAT PART OF THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 IN TOWNSHIP 33 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
COMMON ADDRESS: 8612-21 ACCT OGDEN AVENUE, BETHLEV



PROPERTY NOTES
1. THE SURVEY IS BASED ON THE RECORDS OF THE SURVEYING DEPARTMENT OF COOK COUNTY, ILLINOIS.
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THESE SURVEY DATA WERE OBTAINED FROM THE RECORDS OF THE SURVEYING DEPARTMENT OF COOK COUNTY, ILLINOIS. THE SURVEY IS BASED ON THE RECORDS OF THE SURVEYING DEPARTMENT OF COOK COUNTY, ILLINOIS. THE SURVEY IS BASED ON THE RECORDS OF THE SURVEYING DEPARTMENT OF COOK COUNTY, ILLINOIS. THE SURVEY IS BASED ON THE RECORDS OF THE SURVEYING DEPARTMENT OF COOK COUNTY, ILLINOIS.

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City of Berwyn Staff Report: Craft Creations, LLC & Craft Transports, LLC
Created by the Berwyn Development Corporation



Parcel Number: 16-31-233-023-000

APPLICANT: Craft Creations, LLC & Craft Transports, LLC

PROPERTY OWNER: Remington Nassar

AGENT/ATTORNEY: Nicole D. Milovich-Walters

LEGAL DESCRIPTION

Lots 23, 24, and 25 in Block 8 in Baldwin's Subdivision of Blocks 3, 14, 19, 30, 31, and 33 and those parts of 32nd and 35th streets lying between Baldwin and Hiawatha Avenue in La Vergne, being a subdivision of the northwest 1/3 and that part of the northeast 1/4 and the southeast 1/4 and east 1/2 of the southwest 1/4 lying north of Ogden Avenue of Section 31, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

SUMMARY

The Applicant, Craft Creations, LLC and Craft Transports, LLC, is proposing to create a cannabis craft cultivation/infusion facility addressed at 6613-6621 West Ogden Avenue, Berwyn, Illinois 60402, which will contain an interior transportation bay. There is an existing 10,328 square foot brick building on site. Provided parking will be reserved for employees, which includes 8 parking spaces located in the adjacent public right-of-way and then 4 parking spaces on the east side of

the site. Since the proposal is not a dispensary, the applicant will not provide customer parking.

The proposed use of the building is highly regulated by the State of Illinois, Department of Agriculture and other governmental bodies. The applicant has verified that they will be in compliance with all governmental requirements. The applicant has stated that the proposal will not require any modifications to the utilities other than increasing the electrical service.

The presence of Craft Creations, LLC and Craft Transports, LLC will contribute to Berwyn's local sales tax base. Under the "Statement of Applicant", the applicant has stated that 1% of the gross profits be designated to the City of Berwyn.

ZONING

According to the Section §1244.02 Use Table, 6613-6621 Ogden Avenue is zoned C-4, Corridor Commercial District. Adult-Use Cannabis Transporting Organization and Craft Grower are considered a Special Use. This requires a Special Use Permit to permit the cultivation of 5,000 square feet of cannabis growth and the infusion thereof on premises. The cultivation square footage may be increased depending on future state legislation.

The applicant is required to meet standards and maintain compliance as defined in Section §1244.06 of the Berwyn Zoning Code's Environmental Performance Standards to ensure compliance with noise, odor, and pollution levels.

The existing footprint will remain, so there will be no changes made to the building setback. The building elevations and building materials require approval by the Mayor or his designee. The applicant is required to meet design and zoning standards as defined in Section §1246.02 (Design Requirements for Commercial Zoning Districts) and Section §1246.07 (C-4 Corridor District Requirements) of Berwyn's Zoning Code.¹

BERWYN CANNABIS ORDINANCE

The items below discuss how the proposal meets the Use Standards of Section §1244.03.B (Adult-use Cannabis Craft Grower or Craft Grower) and Section §1244.03.E (Adult-use Cannabis Transporting Organization or Transporter) of the City of Berwyn's Cannabis Ordinance 20-05.

¹ See the "Historic Preservation" section on page 4 for information on whether the proposal satisfies Historic Preservation design requirements.

Adult-use Cannabis Craft Grower and Transporter Requirements:

- Sections §1244.03.E & §1244.03.B state that an adult-use cannabis craft grower and transporter shall be licensed by the Illinois Department of Agriculture. This requirement is in the process of being met as the applicant has applied for the Cannabis Craft Grower and Transporter licenses with the Illinois Department of Agriculture.
- Section §1244.03.B.1 states that, “an adult-use cannabis craft grower must comply with all applicable rules and regulations enacted by the State of Illinois, including licensing requirements, age limitations and minimum spacing of 1,500 feet from the property line of a pre-existing adult use cannabis craft grower”. The applicant has stated they are in compliance with the State of Illinois, the Department of Agriculture, and other governmental bodies. This requirement has been met since there are no existing cannabis growers in Berwyn city limits.
- Section §1244.03.E.1 states that an “adult-use cannabis transporting organization must comply with all applicable rules and regulations enacted by the State of Illinois, including licensing requirements”. The applicant has stated they are in compliance with the State of Illinois, the Department of Agriculture, and other governmental bodies.
- Sections §1244.03.B.2 and §1244.03.E.2 state that the special use application shall include “copies of all information submitted to the State of Illinois”. This requirement has been met.
- Sections §1244.03.B.3 and §1244.03.E.3 state that an adult-use cannabis craft grower and transporting organization is only permitted along Ogden Avenue or Harlem Avenue. The applicant’s selected parcel is addressed at 6613-6621 Ogden Avenue, so this requirement has been met.
- Sections §1244.03.B.4 and §1244.03.E.4 state that, “the site design shall incorporate adequate security measures, such as interior and exterior lighting, surveillance cameras, and/or fencing. Said security measures shall be determined based on the specific characteristics of the transporter and floor plan.” The applicant has stated that they will incorporate 24/7 security measures and exterior lighting into the site design. This requirement is pending approval of the external camera placements by the City of Berwyn Police Department. The applicant may need to provide the Police Department with a floor plan.
- Sections §1244.03.B.5 and §1244.03.E.5 state that display of window or exterior signage is prohibited at any adult use cannabis transporting organization facility. This requirement is pending approval by the Mayor or his designee. The applicant will need to provide the City of Berwyn with building elevations.

- Section §1244.03.B.6 states that, “a detailed description of air treatment systems will be installed to reduce odors at an adult-use cannabis craft grower facility shall be submitted with a special use application”. This requirement is pending approval by the Mayor or his designee. The applicant will need to provide the City of Berwyn with a description of the air treatment system.
- Section §1244.03.E.6 states that the applicant shall, “submit information to the Zoning Administrator during the special use process demonstrating the anticipated traffic generation”. This requirement has been met. The applicant has stated that they will have 10-15 employees on premises and no customers. Regardless, Ogden Avenue has one of the highest vehicle traffic counts in Berwyn, and we anticipate this business will have minimal impact on local traffic.

HISTORIC PRESERVATION

The applicant is proposing to tuckpoint and paint the brick on the South and West sides of the building. The existing windows will be removed and closed up with cinder blocks, and then covered by break-resistant Spandrel glass to in an effort to retain the existing historic character of the building. The interior space will be reconfigured to accommodate the architectural and business’s operating plans. The street address number will be conservatively styled and clearly visible on the exterior of the building. We require that the applicant return the structure to its original historic significance, with said plans to be approved by the Mayor or his designee.

STAFF RECOMMENDATION

Staff recommends that the Zoning Board grant a Special Use Permit to Craft Creations, LLC & Craft Transports, LLC. Staff given that the following conditions have been met.

CONDITIONS

1. The applicant shall seek approval of the external camera placements and other security measures as outlined in Sections §1244.03.B.4 and §1244.03.E.4 by the City of Berwyn Police Department. The applicant may need to provide the Police Department with a floor plan.
2. The applicant shall seek approval from the Mayor or his designee for the window or exterior signage as outlined in Sections §1244.03.B.5 and §1244.03.E.5. The applicant will need to provide the City of Berwyn with building elevations.

3. The applicant shall seek approval of the air treatment system from the Mayor or his designee as outlined in Section §1244.03.B.6. The applicant will need to provide the City of Berwyn with a description of the air treatment system.
4. The applicant shall return the structure to its original historic significance, with said plans to be approved by the Mayor or his designee.
5. The applicant shall maintain odor and pollution standards to meet Section §1244.06 of the Berwyn Zoning Code's Environmental Performance Standards and Section §1244.03.B.6 of the Cannabis Ordinance.
6. The applicant shall maintain governmental compliance standards as outlined in Sections §1244.03.E.1 and §1244.03.B.1.

LEGAL NOTICE/NOTICE OF PUBLIC HEARING

Notice is hereby given to all interested persons that the City of Berwyn Zoning, Planning and Development Commission will hold a public hearing on Wednesday, the 15th day of April, 2020, in the City of Berwyn Council Chambers on the second floor, located at 6700 West 26th Street, Berwyn, Illinois, at the hour of 7:00 P.M. or as soon thereafter as the business of the Zoning, Planning and Development Commission permits, to consider the following:

The request of Craft Creations, LLC, Craft Infusions, LLC & Craft Transports, LLC for Special Use permits to locate an Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Infuser Organization, and Adult-Use Transporting Organization within the C-4 Neighborhood Transitional Zoning District, at the address commonly known as 6613-6621 W. Ogden Avenue, Berwyn, Illinois, and legally described as follows:

LOTS 23, 24, AND 25 IN BLOCK 8 IN BALDWIN'S SUBDIVISION OF BLOCKS 3, 14, 19, 30, 31 AND 33 AND THOSE PARTS OF 32ND AND 35TH STREETS LYING BETWEEN BALDWIN AND HIAWATHA AVENUE IN LAVERGNE, BEING A SUBDIVISION OF THE NORTHWEST ¼ AND THAT PART OF THE NORTHEAST ¼ AND THE SOUTHEAST ¼ AND EAST ½ OF THE SOUTHWEST ¼ LYING NORTH OF OGDEN AVENUE, OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-31-233-023-0000.

COMMONLY KNOWN AS: 6613-6621 W. Ogden Avenue, Berwyn, Illinois

Adult-Use Cannabis Craft Growers, Adult-Use Cannabis Infuser Organizations, and Adult-Use Transporting Organizations require a special use permit to operate within the C-4 Neighborhood Transitional Zoning District pursuant to Section 1244.02 (Use Table) and Table 1244.02-A (Use Table) of the Zoning Code of the City of Berwyn. A special use to locate an Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Infuser Organization, and Adult-Use Transporting Organization within the C-4 Neighborhood Transitional Zoning District at 6613-6621 W. Ogden Avenue may be granted where the standards applicable to special uses set forth in Section 1252.03 of the Zoning Code are found to have been met.

During the Public Hearing the Zoning, Planning and Development Commission will hear testimony from and consider any evidence presented by persons interested to speak on this matter. In addition, objections and other comments, if any, relating to the proposed Special Use request may be submitted to the Building Director, 6700 West 26th Street, Berwyn, Illinois, prior to 4:00 P.M. the day of the Public Hearing.

The Public Hearing may be continued from time to time without further notice, except as otherwise required under the Illinois Open Meetings Act.

Dated this 30th Day of March, 2020

By Order of the City of Berwyn Zoning, Planning and Development
Commission
Lance Malina, Executive Secretary



A Century of Progress with Pride

**Public Comments To Be Read Into Record
April 15th, 2020**

**Zoning, Planning and Development Commission
Public Hearing Meeting
7:00pm**



A Century of Progress with Pride

April 15th, 2020

Zoning, Planning and Development Commission
Public Hearing Meeting
7:00pm

Public Commentary

From: DAVID LIESSE <dliesse@comcast.net>
Sent: Thursday, April 9, 2020 8:12 AM

I strongly object to the proposed ordinance allowing a cannabis craft grower and infuser to operate at 6613-6621 Ogden Ave.

As a retired school administrator in Berwyn, I have spent a lifetime opposing the use of any drugs, teaching children that drugs can and do have negative consequences. I have unfortunately experienced former students, friends and relatives who have had their lives ruined because of drugs starting with the use of marijuana.

I understand that only adults could purchase products at the proposed address, but the mere presence of such an establishment in a neighborhood setting signals an explicit approval/encouragement of drug use.

Revenue from marijuana sales may be tempting, but the quality of life is much more important to Berwyn's continued growth.

I strongly oppose the proposed ordinance.

David Liesse
3531 Kenilworth Ave
Berwyn IL

Claudia E. Ayala

From: David Hulseberg <davidh@berwyn.net>
Sent: Thursday, April 9, 2020 9:20 PM
To: DAVID LIESSE; Mayor (Website Services); 2nd Ward; 1st Ward
Cc: Claudia E. Ayala; Lance Malina (lcmalina@ktjlaw.com)
Subject: Re: Fw: Ordinance Meeting

I will include your second response into the record unless you say otherwise.

Get [Outlook for iOS](#)

From: DAVID LIESSE <dliesse@comcast.net>
Sent: Thursday, April 9, 2020 8:43:33 PM
To: David Hulseberg <davidh@berwyn.net>; Mayor@ci.berwyn.il.us <Mayor@ci.berwyn.il.us>; 2ndward@berwyn-il.gov <2ndward@berwyn-il.gov>; 1stward@berwyn-il.gov <1stward@berwyn-il.gov>
Cc: Claudia E. Ayala <CAyala@ci.berwyn.il.us>; Lance Malina (lcmalina@ktjlaw.com) <lcmalina@ktjlaw.com>
Subject: Re: Fw: Ordinance Meeting

Thank you for the explanation as to the use of the building. While not a dispensary, it is still a business whose only product is a drug. Even without signage, word will quickly leak that it a "craft growing operation." Craft? A nice word in an attempt to disguise what is actually being grown. If there is no problem with marijuana being grown, why the euphemism?

I also question property values of homes in the area. Will they decline?

I continue to oppose the proposed use of the building as a marijuana growing operation. Berwyn, a city with family values, a place I have been proud to live in since 1991, should look elsewhere for a business that would occupy the building and produce revenue. Berwyn does not need to be in the drug business.

I strongly urge the denial of the proposed ordinance.

David Liesse

On April 9, 2020 at 9:58 AM David Hulseberg <davidh@berwyn.net> wrote:

Mr. Liese,

I want to thank you for sharing your opinion on this matter and your written comments will be read into the record. There will be no sale of product from this location to the general public. This facility is not a dispensary. Rather, the facility is a craft growing operation and product grown at the location will be sold wholesale to dispensaries within Illinois. There can be no advertising of the product on the premises and the operation must remain stealth. That being the operation cannot be distinguished as anything other than a structure. The business will be required to historically return the structure to its original design.

I hope this information helps understand the use of the property better. If you have any questions, please do not hesitate to contact me.

David Hulseberg
Executive Director/CEO
cell 331-302-0830

Berwyn Development Corporation
3322 South Oak Park Avenue | Berwyn IL 60402
P 708.749-6580 F 708.788.0966 M 331.302.0830
Promoting Berwyn as a prime business and leisure destination
[Why Berwyn?](#) · [Facebook](#) · [Twitter](#) · [Instagram](#) · [Linkedin](#)



From: Claudia E. Ayala
Sent: Thursday, April 9, 2020 9:27 AM
To: 'DAVID LIESSE' <dliesse@comcast.net>; 2nd Ward <2ndward@berwyn-il.gov>; 1st Ward <1stward@berwyn-il.gov>
Subject: RE: Ordinance Meeting

Good morning Mr. Liesse,

Your public comment has been received. Your comment will be read into record at the public hearing livestream, April 15th, 7:00pm via City of Berwyn Facebook page at <https://www.facebook.com/BerwynIL>.

Thank you for your participation and please continue to stay at home and healthy.

Respectfully,

Claudia E. Ayala

From: DAVID LIESSE <dliessa@comcast.net>
Sent: Thursday, April 9, 2020 8:12 AM
To: Claudia E. Ayala <CAyala@ci.berwyn.il.us>; Mayor (Website Services) <Mayor@ci.berwyn.il.us>; 2nd Ward <2ndward@berwyn-il.gov>; 1st Ward <1stward@berwyn-il.gov>
Subject: Ordinance Meeting

I strongly object to the proposed ordinance allowing a cannabis craft grower and infuser to operate at 6613-6621 Ogden Ave.
As a retired school administrator in Berwyn, I have spent a lifetime opposing the use of any drugs, teaching children that drugs can and do have negative consequences. I have unfortunately experienced former students, friends and relatives who have had their lives ruined because of drugs starting with the use of marijuana.

I understand that only adults could purchase products at the proposed address, but the mere presence of such an establishment in a neighborhood setting signals an explicit approval/encouragement of drug use.
Revenue from marijuana sales may be tempting, but the quality of life is much more important to Berwyn's continued growth.
I strongly oppose the proposed ordinance.

David Liesse
3531 Kenilworth Ave
Berwyn IL

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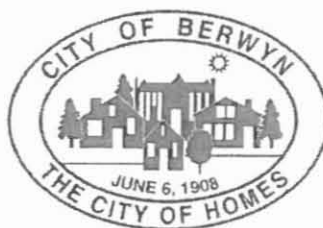
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A Century of Progress with Pride

April 15th, 2020

Zoning, Planning and Development Commission
Public Hearing Meeting
7:00pm

Public Commentary

From: Deborah Avalos <deborahavalos13@gmail.com>
Sent: Saturday, April 13, 2020

We are opposed to the request of Craft Creations, LLC, Craft Infusions, LLC & Craft Transports, LLC for Special Use permits to locate an Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Infuser Organization, and Adult-Use Transporting Organization within the C-4 Neighborhood Transitional Zoning District, at the address commonly known as 6613-6621 W. Ogden Avenue, Berwyn, Illinois. We are a family community and we have an over abundance of gaming facilities which does not add to the "Why Berwyn" advertising.

Add business that will promote family and community growth in our south berwyn areas near the metra tracks.

Thank you for your consideration.

Deborah Avalos

Claudia E. Ayala

From: Deborah Avalos <deborahavalos13@gmail.com>
Sent: Saturday, April 11, 2020 7:32 PM
To: Claudia E. Ayala
Cc: 3rd Ward
Subject: Zoning, Planning and Development Commission Agenda

Follow Up Flag: FollowUp
Flag Status: Flagged

We are opposed to the request of Craft Creations, LLC, Craft Infusions, LLC & Craft Transports, LLC for Special Use permits to locate an Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Infuser Organization, and Adult-Use Transporting Organization within the C-4 Neighborhood Transitional Zoning District, at the address commonly known as 6613-6621 W. Ogden Avenue, Berwyn, Illinois. We are a family community and we have an over abundance of gaming facilities which does not add to the "Why Berwyn" advertising.

Add business that will promote family and community growth in our south berwyn areas near the metra tracks.

Thank you for your consideration.

Deborah Avalos

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A Century of Progress with Pride

April 15th, 2020

Zoning, Planning and Development Commission
Public Hearing Meeting
7:00pm

Public Commentary

From: Jason G. <bluechef1@yahoo.com>
Sent: Monday, April 13, 2020 11:07AM

I would like to submit the following questions for the meeting regarding a potential cannabis processing facility opening on Ogden:

I am a Desert Storm veteran, a professional executive chef and a Berwyn resident with a medical cannabis card. I have experience with hydroponic propagation & cultivation, as well as a decade in the wholesale wine & spirits industry. I would like to know how many BERWYN residents will be employed by the new facility and how much tax revenue it will generate FOR THE CITY.

Also, what positions are available? Who do residents contact regarding preferred hiring? Finally, will they be making edibles, concentrates and/or growing cannabis flower ON PREMISES?

Thank you very much!

Sincerely,

Jason Girard
3135 Cuyler Ave.
Berwyn, IL 60402
bluechef1@yahoo.com

Claudia E. Ayala

From: Jason G. <bluechef1@yahoo.com>
Sent: Monday, April 13, 2020 11:07 AM
To: Claudia E. Ayala
Subject: questions for zoning board meeting

Hello Ms. Ayala.

I would like to submit the following questions for the meeting regarding a potential cannabis processing facility opening on Ogden:

I am a Desert Storm veteran, a professional executive chef and a Berwyn resident with a medical cannabis card. I have experience with hydroponic propagation & cultivation, as well as a decade in the wholesale wine & spirits industry. I would like to know how many BERWYN residents will be employed by the new facility and how much tax revenue it will generate FOR THE CITY.

Also, what positions are available? Who do residents contact regarding preferred hiring? Finally, will they be making edibles, concentrates and/or growing cannabis flower ON PREMISES?

Thank you very much!

Sincerely,

Jason Girard
3135 Cuyler Ave.
Berwyn, IL 60402
bluechef1@yahoo.com

Sent from Yahoo Mail on Android

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Claudia E. Ayala

From: Claudia E. Ayala
Sent: Monday, April 13, 2020 11:15 AM
To: 'bluechef1@yahoo.com'
Cc: Lance Malina (lcmalina@ktjlaw.com); 'David Hulseberg'; Ruth E. Volbre
Subject: RE: questions for zoning board meeting

Good morning Jason,

Your comment has been received and will be read into record at the public hearing livestream, April 15th, 7:00pm via City of Berwyn Facebook page (<https://www.facebook.com/BerwynIL>).

Thank you.

Respectfully,

Claudia Ayala

From: Jason G. <bluechef1@yahoo.com>
Sent: Monday, April 13, 2020 11:07 AM
To: Claudia E. Ayala <CAyala@ci.berwyn.il.us>
Subject: questions for zoning board meeting

Hello Ms. Ayala.

I would like to submit the following questions for the meeting regarding a potential cannabis processing facility opening on Ogden:

I am a Desert Storm veteran, a professional executive chef and a Berwyn resident with a medical cannabis card. I have experience with hydroponic propagation & cultivation, as well as a decade in the wholesale wine & spirits industry. I would like to know how many BERWYN residents will be employed by the new facility and how much tax revenue it will generate FOR THE CITY.

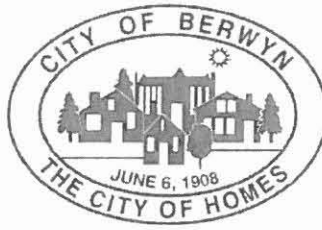
Also, what positions are available? Who do residents contact regarding preferred hiring? Finally, will they be making edibles, concentrates and/or growing cannabis flower ON PREMISES?

Thank you very much!

Sincerely,

Jason Girard
3135 Cuyler Ave.
Berwyn, IL 60402
bluechef1@yahoo.com

Sent from Yahoo Mail on Android



A Century of Progress with Pride

April 15th, 2020

Zoning, Planning and Development Commission
Public Hearing Meeting
7:00pm

Public Commentary

From: Stephen Lilly, stephen.lilly@zoho.com
Sent: Tuesday, April 14, 2020 9:21AM

Good Morning,

Please include the attached comments in tomorrow's zoning hearing on Craft Creations, LLC.

Thank you,
Stephen Lilly

Attachment adjoined.

April 14, 2020

Zoning, Planning, and Development Commission
City of Berwyn
6700 W. 26th Street
Berwyn, IL 60402

Dear Mr. Chrastka and Members of the Zoning, Planning, and Development Commission,

Please consider the following comments with regards to the proposed Special Use permit for Craft Creations, LLC, Craft Infusions, LLC, and Craft Transports, LLC.

According to the Cannabis Regulation and Tax Act of Illinois, "A craft grower may contain up to 5,000 square feet of canopy space on its premises for plants in the flowering state," and permits may be obtained from the Department of Agriculture to expand further. Cannabis plants begin to smell within three to six weeks of germination, and odors become most pungent when plants are flowering. There is no lack of evidence available that even small residential growers produce smells that are vexing to neighbors. We must anticipate the smells that will be produced by a commercial operation. Even the best odor control solutions will not be able to protect local residents from the constant smell of cannabis. Indeed, residential properties are located only a dozen feet from the property lines of the proposed facility.

Additionally, Berwyn Ordinance 20-05 prohibits an Adult-Use Cannabis Dispensing Organization within 250 feet of the property line of a pre-existing place of worship, school, day care center, or residential care home. While Craft Creations, LLC is not applying for a license to sell cannabis, such minimum spacing rules should apply to other cannabis-related enterprises. I propose that the Berwyn Code of Ordinances be amended to reflect such regulations. The proposed facility is located across the street from a place of worship.

Lastly, § 1242.02 of the Berwyn Zoning Ordinance stipulates that the C-4 Corridor Commercial District "is established to accommodate moderate-scale, auto-oriented commercial development that serves Berwyn and surrounding communities." While other functions are certainly legitimate, I believe that it falls beyond the scope of the intention of the zoning district to allow agriculture, even if it is indoor.

Please deny the requested Special Use permit for Craft Creations, LLC, Craft Infusions, LLC, and Craft Transports, LLC.

Thank you,

Stephen Lilly
3440 Wesley Ave
Berwyn, IL, 60402

Claudia E. Ayala

From: Claudia E. Ayala
Sent: Tuesday, April 14, 2020 9:21 AM
To: 'Stephen Lilly'
Cc: Lance Malina (lcmalina@ktjlaw.com); 'David Hulseberg'; Ruth E. Volbre
Subject: RE: Public Comments on Special Use Permit

Good morning Stephen,

Your comment has been received and will be read into record at the public hearing livestream, April 15th, 7:00pm via City of Berwyn Facebook page (<https://www.facebook.com/BerwynIL>).

Thank you,

Claudia Ayala

From: Stephen Lilly <stephen.lilly@zoho.com>
Sent: Tuesday, April 14, 2020 9:04 AM
To: Claudia E. Ayala <CAyala@ci.berwyn.il.us>
Subject: Public Comments on Special Use Permit

Good Morning,

Please include the attached comments in tomorrow's zoning hearing on Craft Creations, LLC.

Thank you,
Stephen Lilly

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A Century of Progress with Pride

April 15th, 2020

Zoning, Planning and Development Commission
Public Hearing Meeting
7:00pm

Public Commentary

From: John Mayer <ogdentop@gmail.com>
Sent: Wednesday, April 15, 2020 3:27PM

We are located immediately next door to said property of 6613-21 Ogden Ave. We are Ogden Top & Trim at 6609 Ogden. Just celebrated our 100th year in business as a custom and antique auto upholstery shop. The Mayor and BDC gave us a beautiful recognition at the August Rte 66 car show.

Our main concern is if this store opening up next door is a growing facility or will they be selling retail? We don't have Facebook. May we have an email stating the results of this meeting tonight?

Thank you.

*Carol Nesladek
John Mayer*

--

John Mayer
Ogden Top & Trim
708-484-5422
708-484-5152
ogdentop@gmail.com

Claudia E. Ayala

From: Lance C. Malina <LCMalina@KTJLAW.com>
Sent: Wednesday, April 15, 2020 3:48 PM
To: Claudia E. Ayala; John Mayer
Cc: Michael A. Marrs; David A. Hulseberg (External Contact); Ruth Siaba Green
Subject: RE: meeting

Mr. Mayer,

The application does NOT seek a special use for a medical or recreational dispensary, but we will clarify and answer this question on the record this evening.

Lance Malina, Executive Secretary

From: Claudia E. Ayala [mailto:CAyala@ci.berwyn.il.us]
Sent: Wednesday, April 15, 2020 3:39 PM
To: John Mayer
Cc: Lance C. Malina; Michael A. Marrs; David A. Hulseberg (External Contact); Ruth Siaba Green
Subject: RE: meeting

Hello Carol & John,

Thank you for your questions.

Just to clarify, this is your public comment for this evening's public hearing, correct?

If so, your comment has been received and will be read into record at the public hearing livestream, April 15th, 7:00pm via City of Berwyn Facebook page (<https://www.facebook.com/BerwynIL>).

I am also cc'ing Zoning Board members on this communication for further follow-up to your questions.

Lastly, please see the instructions below to view/listen to the livestream Public Hearing. Our City of Berwyn Facebook Page url is: <https://www.facebook.com/BerwynIL>

How Viewers Can Watch A Facebook Livestream (with/without a Facebook account):

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- Viewers can also watch the livestream on their TV by downloading the Facebook Watch TV App or casting the stream to their TV.

Click [here](#) for information on how to Download the Facebook Watch TV App.

Thank you.

Respectfully,

Claudia F. Ayala

City of Berwyn
Office of the Mayor
Administrative Manager
Census 2020 Mayor Liaison
Email: cayala@ci.berwyn.il.us
Direct: (708)749-6432



City of Berwyn
the city of homes

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From: John Mayer <ogdentop@gmail.com>
Sent: Wednesday, April 15, 2020 3:06 PM
To: Claudia E. Ayala <CAyala@ci.berwyn.il.us>
Subject: meeting

Claudia,

We are located immediately next door to said property of 6613-21 Ogden Ave. We are Ogden Top & Trim at 6609 Ogden. Just celebrated our 100th year in business as a custom and antique auto upholstery shop. The Mayor and BDC gave us a beautiful recognition at the August Rte 66 car show.

Our main concern is if this store opening up next door is a growing facility or will they be selling retail? We don't have Facebook. May we have an email stating the results of this meeting tonight?

Thank you.

Carol Nesladek
John Mayer

--

John Mayer
Ogden Top & Trim
708-484-5422
708-484-5152
ogdentop@gmail.com

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A Century of Progress with Pride

April 15th, 2020

Zoning, Planning and Development Commission
Public Hearing Meeting
7:00pm

Public Commentary

From: Ron <midasberwyn@comcast.net>
Sent: Wednesday, April 15, 2020 3:46PM

*Although I think it would be good income for the city, I have a couple concerns for the neighborhood. What type of security is there? How many people are allowed in the store at one time. How many are allowed to be standing/loitering outside?
Is it a locked/ controlled entrance?
Are they going to be growing on-site? Is there an odor?*

Ron



Berwyn



City of Berwyn
the city of homes

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From: Ron <midasberwyn@comcast.net>
Sent: Wednesday, April 15, 2020 3:27 PM
To: Claudia E. Ayala <CAyala@ci.berwyn.il.us>
Subject: Town Hall Meeting April 15th at 7:00pm

Although I think it would be good income for the city, I have a couple concerns for the neighborhood. What type of security is there? How many people are allowed in the store at one time. How many are allowed to be standing/loitering outside?
Is it a locked/ controlled entrance?
Are they going to be growing on-site? Is there an odor?

Ron

Berwyn

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Claudia E. Ayala

From: Claudia E. Ayala
Sent: Wednesday, April 15, 2020 3:47 PM
To: 'Ron'
Cc: Lance Malina (lcmalina@ktjlaw.com); Micheal (mamarrs@ktjlaw.com); David A. Hulseberg (External Contact); Ruth Siaba Green
Subject: RE: Town Hall Meeting April 15th at 7:00pm

Hello Ron,

Thank you for your questions.

Just to clarify, this is your public commentary (questions) for this evening's public hearing, correct?

If so, your comment has been received and will be read into record at the public hearing livestream, April 15th, 7:00pm via City of Berwyn Facebook page (<https://www.facebook.com/BerwynIL>).

I am also cc'ing Zoning Board members on this communication for further follow-up to your questions.

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Thank you.

Respectfully,

Claudia E. Ayala

City of Berwyn
Office of the Mayor
Administrative Manager
Census 2020 Mayor Liaison
Email: cayala@ci.berwyn.il.us
Direct: (708)749-6432

Mayor
Robert J. Lovero



H-2
City Clerk
Margaret M. Paul

A CENTURY OF PROGRESS WITH PRIDE

6700 W 26th Street • Berwyn, IL 60402 • Ph: (708) 788-2660 • Fax: (708) 788-2675 • Berwyn-IL.gov

**Zoning, Planning and
Development Commission**

Joel Chrastka
Douglas Walega
Richard F. Bruen, Jr.
Lance C. Malina
Don Miller
Rosina LaPietra
Cathy Norden

April 23, 2020

Re: Amendment to the Text of the Zoning Code of the City of Berwyn Relative to Contractor Yards

Mayor Lovero and Members of the City Council:

Attached for your consideration is An Ordinance Amending Section 1244.02 (Use Table), Table 1244.02-A (Use Table) of Chapter 1244 (Uses) in Title 4 (Zoning), Part Twelve (Planning and Zoning) of the Codified Ordinances of Berwyn Relative to Contractor Yards. Text amendments do not require a public hearing or other consideration by the Zoning, Planning and Development Commission, so this Ordinance is being sent directly to the City Council for consideration. A text amendment may be granted where the standards in Section 1252.03(E)(3) of the Zoning Code relative to text amendments are found to have been met. The Petition was initiated by the City of Berwyn.

Respectfully,

Lance C. Malina
Executive Secretary,
Berwyn Zoning, Planning and Development Commission

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1244.02 (USE TABLE), TABLE 1244.02-A (USE TABLE) OF CHAPTER 1244 (USES) IN TITLE 4 (ZONING), PART TWELVE (PLANNING AND ZONING) OF THE CODIFIED ORDINANCES OF BERWYN RELATIVE TO CONTRACTOR YARDS

WHEREAS, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970 and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

WHEREAS, the City of Berwyn has filed a petition (the “Application”) proposing certain amendments to the text of Title 4 (Zoning) of Part Twelve (Planning and Zoning) of the Codified Ordinances of Berwyn (the “Zoning Code”) relative to Contractor Yards (the “Proposed Text Amendments”); and

WHEREAS, the City Council of the City has duly considered all of the materials, facts and circumstances affecting the Application and Proposed Text Amendments, and finds that the Application satisfies the standards set forth in Section 1252.03(E)(3) of the Zoning Code relating to Zoning Code text amendments; and

WHEREAS, pursuant to the authority granted under Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1 et seq.), and its home rule powers and authority, pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, the City Council of the City approves the Proposed Text Amendments to the Zoning Code set forth below, and finds the adoption of the Proposed Text Amendments to be in the best interests of the City.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Berwyn, Cook County and State of Illinois, as follows:

SECTION 1: Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: Approval of Text Amendments. Section 1244.02 (Use Table), Table 1244.02-A (Use Table), of Chapter 1244 (Uses) in Title 4 (Zoning), Part Twelve (Planning and Zoning) of the Codified Ordinances of Berwyn is hereby amended by adding the following language, under the heading “Commercial” and immediately following the line titled “Credit Union, Loan Company, or Mortgage Broker”:

	C-1	C-2	C-3	C-4	I	P	R-1	R-2	R-3	R-4	
<u>Contractor/ Contractor Yard</u>				<u>S</u>	<u>S</u>						<u>None</u>

SECTION 3: No Other Changes. Except as to the Zoning Code Text Amendments set forth above in this Ordinance, all Chapters and Sections of the Codified Ordinances of Berwyn, as amended, shall remain in full force and effect.

SECTION 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 5: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2020.

Robert J. Lovero, Mayor

ATTEST:

Margaret Paul, City Clerk

Published by me in pamphlet form this ____ day of _____, 2020.

Margaret Paul, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Margaret Paul, Clerk of the City of Berwyn, in the County of Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1244.02 (USE TABLE) TABLE 1244.02-A (USE TABLE) OF CHAPTER 1244 (USES) IN TITLE 4 (ZONING), PART TWELVE (PLANNING AND ZONING) OF THE CODIFIED ORDINANCES OF BERWYN RELATIVE TO CONTRACTOR YARDS

which Ordinance was passed by the City Council of the City of Berwyn at a Regular City Council Meeting on the __th day of _____, 2020, at which meeting a quorum was present, and approved by the Mayor of the City of Berwyn on the __th day of _____, 2020.

I further certify that the vote on the question of the passage of said Ordinance by the City Council of the City of Berwyn was taken by Ayes and Nays and recorded in the minutes of the City Council of the City of Berwyn, and that the result of said vote was as follows, to-wit:

AYES:

NAYS:

ABSENT:

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Berwyn, this __ day of _____, 2020.

City Clerk

[SEAL]

The City of Berwyn



Cesar A. Santoy
5th Ward Alderman

I-1

A Century of Progress with Pride

March 23, 2020

To: Mayor Robert J Lovero
Members of City Council

Re: Operation Counting Lives, Saving Lives

The purpose of this communication is to introduce the City of Berwyn to **“Operation Counting Lives, Saving Lives”** and to recognize Rincon Family Services and its CEO, Eddy Borrayo for bringing much needed and appreciated resources to our City during the this current health pandemic.

Mr. Borrayo, who is also a proud resident of the City of Berwyn, has reached out to Alderman Fejt and me with the intent of donating Personal Protective Equipment (PPE) to our First Responders and Community Partners. Rincon Family Services will also provide crucial COVID-related information to our residents in English and Spanish, promote mental health and wellness care and contribute to our collective efforts to be counted in the 2020 Census.

This program has served other cities and villages and we applaud their future endeavors in other parts of the State of Illinois. Alderman Fejt and myself are deeply appreciative of Rincon Family Services for their hard work, tireless leadership and diligent efforts to address the needs of our community.

We are requesting the City Council’s approval of the event presented on the attached flyer and will follow NIMS protocol and observe social distancing guidelines during the presentation.

Respectfully,

Cesar A Santoy
5th Ward Alderman

Robert W. Fejt
4th Ward Alderman



RINCON
FAMILY SERVICES
Operation Counting Lives, Saving Lives
Hand Sanitizer & Mask Distribution
Thursday, April 30rd, 2020

"Operation Counting Lives, Saving Lives" is a multi-faceted grassroots campaign premised on the values of self-determination, collaboration and utilizing a hub and spoke model that seeks to address the critical needs of our community during this COVID-19 Health Pandemic.

The objectives of this initiative are:

1. To ensure that the essential workers in our community (nurses, doctors, grocers, restaurants, health care workers, drivers and others serving our community) are receiving the necessary equipment to stay protected.
2. To ensure that the most vulnerable members of our community are able to receive masks, gloves and hand sanitizers (which contain QR codes that direct them to our website which has a comprehensive list of information and resources residents can access during this COVID 19 crisis in English and Spanish).
3. To promote and encourage mental health and wellness in the midst of this crisis. We know that the state of the economy couple with the corona virus has created a sense of social isolation, panic, depression, anxiety, PTSD, trauma and suicide ideation among others. Thus, as an organization we are providing linguistically and culturally relevant mental health services and are encouraging our community to call if they need to talk to someone.

Rincon is implementing these three components through a network of long-standing relationships that have been forged with our community members and partners which include local businesses, front line workers and organization, Hospital, food pantries, faith-base institutions, and local elected officials and institutions from our community. Rincon with the help of its partners and volunteers will distribute hand sanitizers, masks, and other personal protective equipment to the most vulnerable members of our community.

"The COVID-19 pandemic demonstrates the extreme urgency now more than ever to strengthen the healthcare and safety nets in our community and be counted in the 2020 Census which directly impacts the federal resources coming to Illinois. It's through the spirit of collaboration, partnerships, servant leadership and self-determination that we can truly elevate and move towards an agenda that is equitable and inclusive." says Eddy Borrayo, President & CEO of Rincon Family Services.

The City of Berwyn



Robert P. Schiller
Director of Public Works

J-1

A Century of Progress with Pride

Date: April 23, 2020

To: Mayor Robert J. Lovero
Members of the Berwyn City Council

Re: Authorization to seek "Statements of Qualifications" for Owners Representative services.

I am requesting authorization to seek Statements of Qualifications from Civil Engineering Consulting Firms for Owner Representative (OR) Services for the Depot District Utility and Streetscape Project. The City seeks a Consulting Firm that will work cooperatively with the City, to meet the City's objective to act as the Owners Representative and to oversee the design of each project, including but not limited to review of the utility plans, keeping the project on the City's and the IEPA's construction timeline and the design coordination between the utilities and streetscape portions of this project.

The City Project Team will review the Statement of Qualification Submittals per the City's Qualifications Based Selection (QBS) policy. The City will conduct interviews per policy, anticipated to take place during the month of May. A copy of the policy can be found on the City's website at <https://www.berwyn-il.gov/sites/all/files/pdfs/Engineering/QBSPolicy.pdf>

Recommendation: Authorize the Public Works Director to seek Statement of Qualifications for Owners Representative services for the Depot Utility and Streetscape projects and allow the project team to review, select and negotiate fees. After the finalist has been selected, staff will return to Council for final approval with an estimated expenditure amount.

Respectfully,

Robert Schiller
Director of Public Works



K-2

Accounts Payable by G/L Distribution Report

Payment Date Range 04/16/20 - 04/29/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 02 - Mayor's Office										
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV1885314	Mayors Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	70.25
							Account 5225-01 - Supplies Office Totals	Invoice Transactions 1		<u>\$70.25</u>
Account 5290 - Other General Expenses										
1810 - Robert J. Lovero	4025094413	Expense Reimbursement	Paid by Check # 54019		04/20/2020	04/20/2020	04/20/2020		04/29/2020	65.64
							Account 5290 - Other General Expenses Totals	Invoice Transactions 1		<u>\$65.64</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9006662466	Konica Minolta copier maint.chgs	Paid by Check # 53999		04/20/2020	04/20/2020	04/20/2020		04/29/2020	21.89
							Account 5405 - Copier Maintenance Totals	Invoice Transactions 1		<u>\$21.89</u>
							Department 02 - Mayor's Office Totals	Invoice Transactions 3		<u>\$157.78</u>
Department 03 - City Administrator's Office										
Account 5290 - Other General Expenses										
146 - J. Sterling Morton High School	2020-00000410	2020 Graduation Yard Signs	Paid by Check # 53993		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,417.50
							Account 5290 - Other General Expenses Totals	Invoice Transactions 1		<u>\$1,417.50</u>
Account 5300 - Professional Services										
2961 - Miguel A. Santiago Consulting, Inc	APRIL2020	Consulting Services April 2020	Paid by Check # 54007		04/20/2020	04/20/2020	04/20/2020		04/29/2020	5,000.00
							Account 5300 - Professional Services Totals	Invoice Transactions 1		<u>\$5,000.00</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9006662466	Konica Minolta copier maint.chgs	Paid by Check # 53999		04/20/2020	04/20/2020	04/20/2020		04/29/2020	21.89
							Account 5405 - Copier Maintenance Totals	Invoice Transactions 1		<u>\$21.89</u>
							Department 03 - City Administrator's Office Totals	Invoice Transactions 3		<u>\$6,439.39</u>
Department 04 - City Clerk's Office										
Account 5235 - Postage & Printing										
2705 - Lawndale News	833130	Facebook Notice Ad	Paid by Check # 54001		04/09/2020	04/09/2020	04/09/2020		04/29/2020	196.00
							Account 5235 - Postage & Printing Totals	Invoice Transactions 1		<u>\$196.00</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9006662466	Konica Minolta copier maint.chgs	Paid by Check # 53999		04/20/2020	04/20/2020	04/20/2020		04/29/2020	613.61
							Account 5405 - Copier Maintenance Totals	Invoice Transactions 1		<u>\$613.61</u>
							Department 04 - City Clerk's Office Totals	Invoice Transactions 2		<u>\$809.61</u>
Department 10 - Legal										
Account 5300 - Professional Services										
5083 - Gary T. Copp	MARCH2020	Legal Services Mar. 2020	Paid by Check # 53985		04/20/2020	04/20/2020	04/20/2020		04/29/2020	330.00



Accounts Payable by G/L Distribution Report

Payment Date Range 04/16/20 - 04/29/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 10 - Legal										
Account 5300 - Professional Services										
6079 - Ottosen DiNolfo	124463	Legal Services Mar. 2020	Paid by Check # 54011		04/20/2020	04/20/2020	04/20/2020		04/29/2020	264.00
5724 - Saul Ewing Arnstein & Lehr	2550216	Legal Services	Paid by Check # 54022		04/20/2020	04/20/2020	04/20/2020		04/29/2020	8,406.48
2231 - Storino, Ramello & Durkin	80130	Legal Services Mar. 2020	Paid by Check # 54026		04/20/2020	04/20/2020	04/20/2020		04/29/2020	734.95
2231 - Storino, Ramello & Durkin	80131	Legal Services Mar. 2020	Paid by Check # 54026		04/20/2020	04/20/2020	04/20/2020		04/29/2020	4,076.45
2231 - Storino, Ramello & Durkin	80129	Legal Services Mar. 2020	Paid by Check # 54026		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,775.97
							Account 5300 - Professional Services Totals		Invoice Transactions 6	<u>\$15,587.85</u>
							Department 10 - Legal Totals		Invoice Transactions 6	<u>\$15,587.85</u>
Department 12 - Finance										
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV1884074	Finance Dept Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	146.28
5669 - Garvey's Office Products	PINV1888188	Finance Dept Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	108.55
5669 - Garvey's Office Products	PINV1890285	Finance Dept Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	64.95
							Account 5225-01 - Supplies Office Totals		Invoice Transactions 3	<u>\$319.78</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9006662466	Konica Minolta copier maint.chgs	Paid by Check # 53999		04/20/2020	04/20/2020	04/20/2020		04/29/2020	54.10
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	<u>\$54.10</u>
Sub Department 11 - Collector's Office										
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV1888196	Collectors Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	214.74
5669 - Garvey's Office Products	PINV1893143	Collectors Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	120.03
							Account 5225-01 - Supplies Office Totals		Invoice Transactions 2	<u>\$334.77</u>
Account 5300-03 - Professional Services Service Fees										
390 - Citadel	160054	Document Destruction	Paid by Check # 53967		04/20/2020	04/20/2020	04/20/2020		04/29/2020	65.00
							Account 5300-03 - Professional Services Service Fees Totals		Invoice Transactions 1	<u>\$65.00</u>
Account 5300-04 - Professional Services Vehicle Registration										
249 - Third Millennium Associates, Inc.	24609	Annual hosted Server fee May 2020- April 2021	Paid by Check # 54030		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,023.00



Accounts Payable by G/L Distribution Report

Payment Date Range 04/16/20 - 04/29/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 12 - Finance										
Sub Department 11 - Collector's Office										
Account 5300-04 - Professional Services Vehicle Registration										
249 - Third Millennium Associates, Inc.	24610	Annual Maintenance Fee	Paid by Check # 54030		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,217.37
							Account 5300-04 - Professional Services Vehicle Registration Totals		Invoice Transactions 2	<u>\$2,240.37</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9006662466	Konica Minolta copier maint.chgs	Paid by Check # 53999		04/20/2020	04/20/2020	04/20/2020		04/29/2020	16.15
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	<u>\$16.15</u>
							Sub Department 11 - Collector's Office Totals		Invoice Transactions 6	<u>\$2,656.29</u>
							Department 12 - Finance Totals		Invoice Transactions 10	<u>\$3,030.17</u>
Department 16 - Information Technology										
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV1895233	I.T. Dept Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	419.68
							Account 5225-01 - Supplies Office Totals		Invoice Transactions 1	<u>\$419.68</u>
Account 5290 - Other General Expenses										
4951 - COTG	IN2340419	Monthly service invoice/flat rate printers April 2020	Paid by Check # 53944		04/09/2020	04/09/2020	04/09/2020		04/16/2020	355.29
4951 - COTG	IN2340420	Monthly service invoice/flat rate printers April 2020	Paid by Check # 53944		04/09/2020	04/09/2020	04/09/2020		04/16/2020	1,523.51
4951 - COTG	IN2331978	COTG Outstanding Invoice	Paid by Check # 53970		04/20/2020	04/20/2020	04/20/2020		04/29/2020	125.00
							Account 5290 - Other General Expenses Totals		Invoice Transactions 3	<u>\$2,003.80</u>
Account 5510 - Hardware Purchase										
20693 - PC Connection Sales Corp	57639636	Fortigate FG7 Firewall/City Hall site	Paid by Check # 53945		04/09/2020	04/09/2020	04/09/2020		04/16/2020	2,507.99
1800 - CDW Government, Inc.	XGH3257	IT Supplies	Paid by Check # 53963		04/09/2020	04/09/2020	04/09/2020		04/29/2020	240.35
1800 - CDW Government, Inc.	XJR6113	IT Supplies	Paid by Check # 53963		04/09/2020	04/09/2020	04/09/2020		04/29/2020	281.20
							Account 5510 - Hardware Purchase Totals		Invoice Transactions 3	<u>\$3,029.54</u>
Account 5515 - Software Purchase										
20693 - PC Connection Sales Corp	57649157	Windows 7 Extended support (50 computers) 1 yr	Paid by Check # 54015		04/20/2020	04/20/2020	04/20/2020		04/29/2020	5,449.00
							Account 5515 - Software Purchase Totals		Invoice Transactions 1	<u>\$5,449.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 04/16/20 - 04/29/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 16 - Information Technology										
Account 5530 - Network Infrastructure										
4025 - AT& T	S667040040-20081	Monthly ASE connectivity fees/6 city locations April 2020	Paid by Check # 53943		04/09/2020	04/09/2020	04/09/2020		04/16/2020	6,617.30
4024 - AT & T	708R07082803-3	FEB. 29 - MAR. 28 2020	Paid by Check # 53954		04/09/2020	04/09/2020	04/09/2020		04/29/2020	879.06
4026 - AT& T	9253604502	AT&T 1G internet circuit/monthly	Paid by Check # 53955		04/20/2020	04/20/2020	04/20/2020		04/29/2020	2,128.00
							Account 5530 - Network Infrastructure Totals	Invoice Transactions 3		<u>\$9,624.36</u>
							Department 16 - Information Technology Totals	Invoice Transactions 11		<u>\$20,526.38</u>
Department 18 - Fire Department										
Account 5225 - Supplies										
4907 - Building Services of America,LLC	64168	Fire Dept Supplies	Paid by Check # 53960		04/22/2020	04/22/2020	04/22/2020		04/29/2020	400.48
1757 - Emergency Medical Products, Inc.	2151622	Fire Dept Supplies	Paid by Check # 53978		04/22/2020	04/22/2020	04/22/2020		04/29/2020	4.50
							Account 5225 - Supplies Totals	Invoice Transactions 2		<u>\$404.98</u>
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV1892350	Fire Dept Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	108.58
							Account 5225-01 - Supplies Office Totals	Invoice Transactions 1		<u>\$108.58</u>
Account 5290 - Other General Expenses										
6037 - Ink Your Wear, Inc	1035	Adult T-Shirts	Paid by Check # 53990		04/22/2020	04/22/2020	04/22/2020		04/29/2020	42.00
							Account 5290 - Other General Expenses Totals	Invoice Transactions 1		<u>\$42.00</u>
Account 5400-30 - Repairs & Maintenance Building										
5887 - FSS Technologies LLC	381735	Inspection Agreement	Paid by Check # 53983		04/22/2020	04/22/2020	04/22/2020		04/29/2020	480.00
							Account 5400-30 - Repairs & Maintenance Building Totals	Invoice Transactions 1		<u>\$480.00</u>
Account 5400-31 - Repairs & Maintenance Fleet										
1244 - Berwyn Ace Hardware	32898	Fire Dept Supplies	Paid by Check # 53957		04/22/2020	04/22/2020	04/22/2020		04/29/2020	8.97
6081 - Mark Warta	2020-00000413	Expense Reimbursement	Paid by Check # 54002		04/22/2020	04/22/2020	04/22/2020		04/29/2020	101.98
5356 - William Glaser, Jr.	12345	Expense Reimbursement	Paid by Check # 54036		04/22/2020	04/22/2020	04/22/2020		04/29/2020	48.00
							Account 5400-31 - Repairs & Maintenance Fleet Totals	Invoice Transactions 3		<u>\$158.95</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9006662466	Konica Minolta copier maint.chgs	Paid by Check # 53999		04/20/2020	04/20/2020	04/20/2020		04/29/2020	24.25
							Account 5405 - Copier Maintenance Totals	Invoice Transactions 1		<u>\$24.25</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 04/16/20 - 04/29/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 18 - Fire Department										
Account 5505 - Equipment Lease										
5840 - Government Leasing And Finance, Inc	410879506	Ambulance Payment	Paid by Check # 53986		04/22/2020	04/22/2020	04/22/2020		04/29/2020	32,303.84
							Account 5505 - Equipment Lease Totals		Invoice Transactions 1	<u>\$32,303.84</u>
							Department 18 - Fire Department Totals		Invoice Transactions 10	<u>\$33,522.60</u>
Department 20 - Police Department										
Account 5215-01 - Telephone In-House										
4029 - AT& T Mobility	287287552872 X040	Feb. 26- Mar. 25 2020	Paid by Check # 53956		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,126.50
31245 - Verizon Wireless - LeHigh	9851230463	Feb. 26- Mar. 25 2020	Paid by Check # 54035		04/20/2020	04/20/2020	04/20/2020		04/29/2020	190.05
							Account 5215-01 - Telephone In-House Totals		Invoice Transactions 2	<u>\$1,316.55</u>
Account 5220 - Training, Dues & Publications										
265 - Northeast Multi-Regional Training, Inc.	271862	Training	Paid by Check # 54009		04/20/2020	04/20/2020	04/20/2020		04/29/2020	694.00
265 - Northeast Multi-Regional Training, Inc.	271864	Aux. Training	Paid by Check # 54009		04/20/2020	04/20/2020	04/20/2020		04/29/2020	334.00
265 - Northeast Multi-Regional Training, Inc.	271863	Aux. Training	Paid by Check # 54009		04/20/2020	04/20/2020	04/20/2020		04/29/2020	136.00
							Account 5220 - Training, Dues & Publications Totals		Invoice Transactions 3	<u>\$1,164.00</u>
Account 5225 - Supplies										
996 - Case Lots, Inc.	4321	P.D. Building Supplies	Paid by Check # 53962		04/20/2020	04/20/2020	04/20/2020		04/29/2020	213.00
5418 - Cintas Corporation	8404591477	First Aid Cabinet Restocked	Paid by Check # 53966		04/20/2020	04/20/2020	04/20/2020		04/29/2020	135.86
4955 - Mazza Healthcare LLC	28652	Law Enforcement Supplies	Paid by Check # 54003		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,520.00
30099 - Ray O'Herron Company, Inc.	2019387-IN	Law Enforcement Supplies	Paid by Check # 54017		04/20/2020	04/20/2020	04/20/2020		04/29/2020	285.00
30099 - Ray O'Herron Company, Inc.	2019386-IN	Law Enforcement Supplies	Paid by Check # 54017		04/20/2020	04/20/2020	04/20/2020		04/29/2020	278.00
							Account 5225 - Supplies Totals		Invoice Transactions 5	<u>\$2,431.86</u>
Account 5235 - Postage & Printing										
390 - Citadel	160532	Document Destruction	Paid by Check # 53967		04/20/2020	04/20/2020	04/20/2020		04/29/2020	139.71
465 - Diamond Graphics, Inc.	0102830261	Printing	Paid by Check # 53975		04/20/2020	04/20/2020	04/20/2020		04/29/2020	6,110.00
465 - Diamond Graphics, Inc.	0102830267	Printing	Paid by Check # 53975		04/20/2020	04/20/2020	04/20/2020		04/29/2020	105.00
459 - Federal Express Corporation	6-967-96902	Shipping & Handling	Paid by Check # 53979		04/20/2020	04/20/2020	04/20/2020		04/29/2020	138.40



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 20 - Police Department										
Account 5235 - Postage & Printing										
3757 - Thomson Reuters - West	842076201	Law Publications	Paid by Check # 54031		04/20/2020	04/20/2020	04/20/2020		04/29/2020	426.33
							Account 5235 - Postage & Printing Totals		Invoice Transactions 5	<u>\$6,919.44</u>
Account 5290 - Other General Expenses										
5482 - JG Uniforms	70359	Booking Officer Uniforms	Paid by Check # 53995		04/20/2020	04/20/2020	04/20/2020		04/29/2020	271.95
30099 - Ray O'Herron Company, Inc.	2021284-IN	CSO Uniforms	Paid by Check # 54017		04/20/2020	04/20/2020	04/20/2020		04/29/2020	91.88
							Account 5290 - Other General Expenses Totals		Invoice Transactions 2	<u>\$363.83</u>
Account 5400-30 - Repairs & Maintenance Building										
3893 - Aftermath	JC2020-4713	Bio-Hazard Cleaning	Paid by Check # 53952		04/20/2020	04/20/2020	04/20/2020		04/29/2020	155.00
4569 - J. R. Carpet, Inc.	1093	Carpet Cleaning	Paid by Check # 53992		04/20/2020	04/20/2020	04/20/2020		04/29/2020	3,375.00
929 - McDonough Mechanical Services, Inc.	34606	HVAC Maintenance	Paid by Check # 54004		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,702.42
5658 - Specialty Mat Service	1011555	Floor Mats	Paid by Check # 54024		04/20/2020	04/20/2020	04/20/2020		04/29/2020	147.54
5658 - Specialty Mat Service	1013706	Floor Mats	Paid by Check # 54024		04/20/2020	04/20/2020	04/20/2020		04/29/2020	147.54
5658 - Specialty Mat Service	1015902	Floor Mats	Paid by Check # 54024		04/20/2020	04/20/2020	04/20/2020		04/29/2020	73.77
790 - Thyssenkrupp Elevator Corporation	3005178187	Elevator Maintenance	Paid by Check # 54032		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,410.70
							Account 5400-30 - Repairs & Maintenance Building Totals		Invoice Transactions 7	<u>\$7,011.97</u>
Account 5400-31 - Repairs & Maintenance Fleet										
5631 - Buddy Bear Car Wash	123	128 Car Washes @ 3.00 each	Paid by Check # 53959		04/20/2020	04/20/2020	04/20/2020		04/29/2020	384.00
6071 - Car Reflections	20-61	Police Stripe Package	Paid by Check # 53961		04/20/2020	04/20/2020	04/20/2020		04/29/2020	525.00
2673 - Deece Automotive	35714	Vehicle Maintenance	Paid by Check # 53973		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,301.00
32052 - Just Tires	320614	New Tires & Repairs	Paid by Check # 53997		04/20/2020	04/20/2020	04/20/2020		04/29/2020	269.22
32052 - Just Tires	320912	New Tires & Repairs	Paid by Check # 53997		04/20/2020	04/20/2020	04/20/2020		04/29/2020	714.76
32052 - Just Tires	320930	New Tires & Repairs	Paid by Check # 53997		04/20/2020	04/20/2020	04/20/2020		04/29/2020	732.76
1678 - Mike & Sons	41267	Vehicle Maintenance	Paid by Check # 54008		04/20/2020	04/20/2020	04/20/2020		04/29/2020	822.00
							Account 5400-31 - Repairs & Maintenance Fleet Totals		Invoice Transactions 7	<u>\$4,748.74</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 20 - Police Department										
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9006662466	Konica Minolta copier maint.chgs	Paid by Check # 53999		04/20/2020	04/20/2020	04/20/2020		04/29/2020	706.47
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	<u>\$706.47</u>
							Department 20 - Police Department Totals		Invoice Transactions 32	<u>\$24,662.86</u>
Department 22 - Fire & Police Commission										
Account 5290-11 - Other General Expenses Pre-Employment Physicals										
6060 - Edward R. Kirby & Associates	42962	Polygraph Exam & Background Check	Paid by Check # 53977		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,174.95
6060 - Edward R. Kirby & Associates	42961	Polygraph Exam & Background Check	Paid by Check # 53977		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,216.90
6060 - Edward R. Kirby & Associates	42960	Polygraph Exam & Background Check	Paid by Check # 53977		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,231.85
6060 - Edward R. Kirby & Associates	42959	Polygraph Exam & Background Check	Paid by Check # 53977		04/20/2020	04/20/2020	04/20/2020		04/29/2020	500.00
							Account 5290-11 - Other General Expenses Pre-Employment Physicals Totals		Invoice Transactions 4	<u>\$4,123.70</u>
							Department 22 - Fire & Police Commission Totals		Invoice Transactions 4	<u>\$4,123.70</u>
Department 24 - Building/Neighborhood Affairs										
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV1883006	Building Dept Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	227.30
5669 - Garvey's Office Products	PINV1887193	Building Dept Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	978.45
5669 - Garvey's Office Products	PINV1888107	Building Dept Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	84.37
5669 - Garvey's Office Products	PINV1891231	Building Dept Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	321.21
5669 - Garvey's Office Products	PINV1894546	Building Dept Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	71.20
5669 - Garvey's Office Products	PINV1895153	Building Dept Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	37.90
							Account 5225-01 - Supplies Office Totals		Invoice Transactions 6	<u>\$1,720.43</u>
Account 5300 - Professional Services										
5203 - AMS Electric, Inc.	2211	inspections	Paid by Check # 53947		04/14/2020	04/15/2020	04/14/2020		04/16/2020	3,300.00
3014 - JNC Consulting, Inc.	1264	permit inspections for April, 2020	Paid by Check # 53948		04/14/2020	04/15/2020	04/14/2020		04/16/2020	2,200.00
1014 - John Tarullo	2020-00000407	March, 2020 service	Paid by Check # 53949		04/14/2020	04/15/2020	04/14/2020		04/16/2020	5,180.00
5743 - Rick Dandan	2020-00000406	March, 2020 service	Paid by Check # 53950		04/14/2020	04/15/2020	04/14/2020		04/16/2020	5,860.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 24 - Building/Neighborhood Affairs										
Account 5300 - Professional Services										
3014 - JNC Consulting, Inc.	1267	permit inspections for April, 2020	Paid by Check # 53996		04/22/2020	04/22/2020	04/22/2020		04/29/2020	2,050.00
							Account 5300 - Professional Services Totals		Invoice Transactions 5	<u>\$18,590.00</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9006662466	Konica Minolta copier maint.chgs	Paid by Check # 53999		04/20/2020	04/20/2020	04/20/2020		04/29/2020	39.05
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	<u>\$39.05</u>
							Department 24 - Building/Neighborhood Affairs Totals		Invoice Transactions 12	<u>\$20,349.48</u>
Department 26 - Public Works										
Sub Department 35 - Streets										
Account 5220 - Training, Dues & Publications										
5134 - The Horton Group, Inc.	60777	Training	Paid by Check # 54029		04/20/2020	04/20/2020	04/20/2020		04/29/2020	720.00
							Account 5220 - Training, Dues & Publications Totals		Invoice Transactions 1	<u>\$720.00</u>
Account 5225 - Supplies										
182 - Freeway Ford Truck Sales, Inc.	534206	fleet parts	Paid by Check # 53982		04/20/2020	04/20/2020	04/20/2020		04/29/2020	488.34
162 - Jack's Rental, Inc.	81526	supplies	Paid by Check # 53994		04/20/2020	04/20/2020	04/20/2020		04/29/2020	118.91
162 - Jack's Rental, Inc.	81541	supplies	Paid by Check # 53994		04/20/2020	04/20/2020	04/20/2020		04/29/2020	8.95
162 - Jack's Rental, Inc.	81637	supplies	Paid by Check # 53994		04/20/2020	04/20/2020	04/20/2020		04/29/2020	71.30
3422 - Kara Company, Inc.	350582	supplies	Paid by Check # 53998		04/20/2020	04/20/2020	04/20/2020		04/29/2020	48.00
							Account 5225 - Supplies Totals		Invoice Transactions 5	<u>\$735.50</u>
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV1882948	Public Works Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	433.58
5669 - Garvey's Office Products	PINV1886500	Public Works Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	179.98
5669 - Garvey's Office Products	PINV1889114	Traffic Engineer Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	237.45
5669 - Garvey's Office Products	PINV1892989	Public Works Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	470.34
5669 - Garvey's Office Products	PINV1894537	Public Works Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	47.45
5669 - Garvey's Office Products	PINV1894562	Traffic Engineer Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	76.61
							Account 5225-01 - Supplies Office Totals		Invoice Transactions 6	<u>\$1,445.41</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 26 - Public Works										
Sub Department 35 - Streets										
Account 5300 - Professional Services										
162 - Jack's Rental, Inc.	81513	supplies	Paid by Check # 53994		04/20/2020	04/20/2020	04/20/2020		04/29/2020	361.70
							Account 5300 - Professional Services Totals		Invoice Transactions 1	<u>\$361.70</u>
Account 5400 - Repairs & Maintenance										
5781 - Great Lakes Concrete, LLC	237260	parking bumpers	Paid by Check # 53987		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,225.00
162 - Jack's Rental, Inc.	81564	supplies	Paid by Check # 53994		04/20/2020	04/20/2020	04/20/2020		04/29/2020	23.99
							Account 5400 - Repairs & Maintenance Totals		Invoice Transactions 2	<u>\$1,248.99</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9006662466	Konica Minolta copier maint.chgs	Paid by Check # 53999		04/20/2020	04/20/2020	04/20/2020		04/29/2020	15.26
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	<u>\$15.26</u>
							Sub Department 35 - Streets Totals		Invoice Transactions 16	<u>\$4,526.86</u>
Sub Department 37 - Fleet										
Account 5225 - Supplies										
5603 - L.A. Fasteners Inc	1-217910	supplies	Paid by Check # 54000		04/20/2020	04/20/2020	04/20/2020		04/29/2020	10.00
1364 - Tryad Automotive	006-211112	fleet supplies	Paid by Check # 54033		04/20/2020	04/20/2020	04/20/2020		04/29/2020	175.68
1364 - Tryad Automotive	006-211208	fleet supplies	Paid by Check # 54033		04/20/2020	04/20/2020	04/20/2020		04/29/2020	59.88
1364 - Tryad Automotive	006-211211	fleet supplies	Paid by Check # 54033		04/20/2020	04/20/2020	04/20/2020		04/29/2020	9.98
							Account 5225 - Supplies Totals		Invoice Transactions 4	<u>\$255.54</u>
Account 5300 - Professional Services										
5631 - Buddy Bear Car Wash	105-3	monthly carwash	Paid by Check # 53959		04/20/2020	04/20/2020	04/20/2020		04/29/2020	105.05
821 - Metro Collision Service / Metro Garage, Inc.	46427	safety inspection	Paid by Check # 54006		04/20/2020	04/20/2020	04/20/2020		04/29/2020	37.00
5387 - Safelite Fullfillment, Inc.	05447-048776	vechile repair	Paid by Check # 54020		04/20/2020	04/20/2020	04/20/2020		04/29/2020	209.99
							Account 5300 - Professional Services Totals		Invoice Transactions 3	<u>\$352.04</u>
Account 5400 - Repairs & Maintenance										
4974 - Partsmaster	23527276	supplies	Paid by Check # 54013		04/20/2020	04/20/2020	04/20/2020		04/29/2020	183.29
							Account 5400 - Repairs & Maintenance Totals		Invoice Transactions 1	<u>\$183.29</u>
							Sub Department 37 - Fleet Totals		Invoice Transactions 8	<u>\$790.87</u>
							Department 26 - Public Works Totals		Invoice Transactions 24	<u>\$5,317.73</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 32 - Recreation										
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9006662466	Konica Minolta copier maint.chgs	Paid by Check # 53999		04/20/2020	04/20/2020	04/20/2020		04/29/2020	13.70
							Account 5405 - Copier Maintenance Totals	Invoice Transactions 1		<u>\$13.70</u>
							Department 32 - Recreation Totals	Invoice Transactions 1		<u>\$13.70</u>
Department 46 - Senior Citizen Program										
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV1888205	Senior Services Office Supplies	Paid by Check # 53984		04/20/2020	04/20/2020	04/20/2020		04/29/2020	232.63
							Account 5225-01 - Supplies Office Totals	Invoice Transactions 1		<u>\$232.63</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9006662466	Konica Minolta copier maint.chgs	Paid by Check # 53999		04/20/2020	04/20/2020	04/20/2020		04/29/2020	20.29
							Account 5405 - Copier Maintenance Totals	Invoice Transactions 1		<u>\$20.29</u>
							Department 46 - Senior Citizen Program Totals	Invoice Transactions 2		<u>\$252.92</u>
							Fund 100 - General Fund Totals	Invoice Transactions 120		<u>\$134,794.17</u>
Fund 205 - Library Fund										
Department 40 - Library										
Account 5215 - Telephone										
4026 - AT&T	8367344509	Telephone	Paid by Check # 53955		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,613.46
31245 - Verizon Wireless - LeHigh	9851871076	Telephone	Paid by Check # 54035		04/20/2020	04/20/2020	04/20/2020		04/29/2020	76.02
							Account 5215 - Telephone Totals	Invoice Transactions 2		<u>\$1,689.48</u>
Account 5245 - Books										
5790 - Cypress Information Services, LLC	2461	Books	Paid by Check # 53971		04/20/2020	04/20/2020	04/20/2020		04/29/2020	600.00
5927 - Nuwav Information Systems LLC	1359	Books & Databases	Paid by Check # 54010		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,000.00
							Account 5245 - Books Totals	Invoice Transactions 2		<u>\$1,600.00</u>
Account 5255 - Periodicals										
37089 - Harvard Health Publishing	2020-00000411	Periodicals	Paid by Check # 53989		04/20/2020	04/20/2020	04/20/2020		04/29/2020	25.00
177 - Pioneer Press	167082222-2	Periodicals	Paid by Check # 54016		04/20/2020	04/20/2020	04/20/2020		04/29/2020	32.50
							Account 5255 - Periodicals Totals	Invoice Transactions 2		<u>\$57.50</u>
Account 5400 - Repairs & Maintenance										
2696 - Chicago Metropolitan Fire Prevention Company	IN00331955	Repairs & Maintenance	Paid by Check # 53965		04/20/2020	04/20/2020	04/20/2020		04/29/2020	108.75
5166 - Konica Minolta Business Solutions USA., Inc.	9006673879	Repairs & Maintenance	Paid by Check # 53999		04/20/2020	04/20/2020	04/20/2020		04/29/2020	385.99
							Account 5400 - Repairs & Maintenance Totals	Invoice Transactions 2		<u>\$494.74</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 205 - Library Fund										
Department 40 - Library										
Account 5520 - Computer System										
4072 - SWAN	7300	Computer System	Paid by Check # 54027		04/20/2020	04/20/2020	04/20/2020		04/29/2020	11,544.00
							Account 5520 - Computer System Totals		Invoice Transactions 1	<u>\$11,544.00</u>
Account 5525 - Computer Support Databases										
1800 - CDW Government, Inc.	WH7J910	Computer Support Databases	Paid by Check # 53963		04/20/2020	04/20/2020	04/20/2020		04/29/2020	565.00
							Account 5525 - Computer Support Databases Totals		Invoice Transactions 1	<u>\$565.00</u>
Account 5800 - Capital Outlay										
4379 - Patrick Engineering	21853.034-4	Capital Outlay	Paid by Check # 54014		04/20/2020	04/20/2020	04/20/2020		04/29/2020	3,175.31
							Account 5800 - Capital Outlay Totals		Invoice Transactions 1	<u>\$3,175.31</u>
							Department 40 - Library Totals		Invoice Transactions 11	<u>\$19,126.03</u>
							Fund 205 - Library Fund Totals		Invoice Transactions 11	<u>\$19,126.03</u>
Fund 210 - Community Development Fund										
Department 42 - CDBG										
Account 5105 - Community Programs										
5547 - Air - Tite Windows & Siding Specialist, Inc	12393	PY 2016 Single Family Rehab	Paid by Check # 53953		04/20/2020	04/20/2020	04/20/2020		04/29/2020	14,224.00
1377 - Sarah's Inn	#1-1	Partial Salary for Domestic Violence Services	Paid by Check # 54021		04/20/2020	04/20/2020	04/20/2020		04/29/2020	581.20
1377 - Sarah's Inn	#2-1	Partial Salary for Domestic Violence Services	Paid by Check # 54021		04/20/2020	04/20/2020	04/20/2020		04/29/2020	581.20
							Account 5105 - Community Programs Totals		Invoice Transactions 3	<u>\$15,386.40</u>
Account 5215 - Telephone										
4024 - AT & T	708749945704-2	Mar. 11 - Apr. 10 2020	Paid by Check # 53954		04/20/2020	04/20/2020	04/20/2020		04/29/2020	78.34
							Account 5215 - Telephone Totals		Invoice Transactions 1	<u>\$78.34</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9006662466	Konica Minolta copier maint.chgs	Paid by Check # 53999		04/20/2020	04/20/2020	04/20/2020		04/29/2020	6.38
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	<u>\$6.38</u>
							Department 42 - CDBG Totals		Invoice Transactions 5	<u>\$15,471.12</u>
							Fund 210 - Community Development Fund Totals		Invoice Transactions 5	<u>\$15,471.12</u>
Fund 215 - Motor Fuel Tax Fund										
Account 5205 - Utilities										
5801 - Direct Energy Business	200870041634025	March 2020 Electric	Paid by Check # 53976		04/20/2020	04/20/2020	04/20/2020		04/29/2020	53.37



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 215 - Motor Fuel Tax Fund										
Account 5205 - Utilities										
5801 - Direct Energy Business	2009100416644	March 2020 Electric 94	Paid by Check # 53976		04/20/2020	04/20/2020	04/20/2020		04/29/2020	520.06
5801 - Direct Energy Business	2009100416644	March 2020 Electric 93	Paid by Check # 53976		04/20/2020	04/20/2020	04/20/2020		04/29/2020	224.95
5801 - Direct Energy Business	2008700416340	March 2020 Electric 23	Paid by Check # 53976		04/20/2020	04/20/2020	04/20/2020		04/29/2020	296.81
5801 - Direct Energy Business	2008700416340	March 2020 Electric 21	Paid by Check # 53976		04/20/2020	04/20/2020	04/20/2020		04/29/2020	124.97
5801 - Direct Energy Business	2008700416340	March 2020 Electric 24	Paid by Check # 53976		04/20/2020	04/20/2020	04/20/2020		04/29/2020	451.09
							Account 5205 - Utilities Totals	Invoice Transactions 6		<u>\$1,671.25</u>
Account 5400-03 - Repairs & Maintenance Traffic control										
3047 - H & H Electric Company	34680	non-routine maint.	Paid by Check # 53988		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,516.93
3047 - H & H Electric Company	34682	non-routine maint.	Paid by Check # 53988		04/20/2020	04/20/2020	04/20/2020		04/29/2020	699.32
3047 - H & H Electric Company	34681	non-routine maint.	Paid by Check # 53988		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,001.95
3047 - H & H Electric Company	34683	non-routine maint.	Paid by Check # 53988		04/20/2020	04/20/2020	04/20/2020		04/29/2020	8,018.73
3047 - H & H Electric Company	34684	non-routine maint.	Paid by Check # 53988		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,299.48
3047 - H & H Electric Company	34546R2	non-routine maint.	Paid by Check # 53988		04/20/2020	04/20/2020	04/20/2020		04/29/2020	23,379.25
							Account 5400-03 - Repairs & Maintenance Traffic control Totals	Invoice Transactions 6		<u>\$35,915.66</u>
							Fund 215 - Motor Fuel Tax Fund Totals	Invoice Transactions 12		<u>\$37,586.91</u>
Fund 230 - Roosevelt Road TIF Fund										
Account 5800 - Capital Outlay										
2021 - Del Galdo Law Group, LLC	24086	Roosevelt Road TIF	Paid by Check # 53974		04/20/2020	04/20/2020	04/20/2020		04/29/2020	495.00
							Account 5800 - Capital Outlay Totals	Invoice Transactions 1		<u>\$495.00</u>
							Fund 230 - Roosevelt Road TIF Fund Totals	Invoice Transactions 1		<u>\$495.00</u>
Fund 245 - Asset Forfeiture Fund										
Department 20 - Police Department										
Account 5191-25 - State Communications / Comp										
302 - Sprint	713752663-057	Feb. 22 - Mar. 21 2020	Paid by Check # 54025		04/20/2020	04/20/2020	04/20/2020		04/29/2020	199.96
							Account 5191-25 - State Communications / Comp Totals	Invoice Transactions 1		<u>\$199.96</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 04/16/20 - 04/29/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 245 - Asset Forfeiture Fund										
Department 20 - Police Department										
Account 5192-30 - Federal LE, PS, Detention Facilities										
478 - Comcast Cable	2020-00000409	Stanley Avenue Internet	Paid by Check # 53968		04/20/2020	04/20/2020	04/20/2020		04/29/2020	193.35
							Account 5192-30 - Federal LE, PS, Detention Facilities Totals		Invoice Transactions 1	<u>\$193.35</u>
Account 5192-35 - Federal LE Operations / Investigations										
5293 - First Advantage Background Services Corp.	5539132003	Background Investigations	Paid by Check # 53980		04/20/2020	04/20/2020	04/20/2020		04/29/2020	179.41
							Account 5192-35 - Federal LE Operations / Investigations Totals		Invoice Transactions 1	<u>\$179.41</u>
Account 5192-55 - Federal LE Equipment										
31245 - Verizon Wireless - LeHigh	9851306629	Feb. 26- Mar. 25 2020	Paid by Check # 54035		04/20/2020	04/20/2020	04/20/2020		04/29/2020	114.03
							Account 5192-55 - Federal LE Equipment Totals		Invoice Transactions 1	<u>\$114.03</u>
							Department 20 - Police Department Totals		Invoice Transactions 4	<u>\$686.75</u>
							Fund 245 - Asset Forfeiture Fund Totals		Invoice Transactions 4	<u>\$686.75</u>
Fund 500 - Utilities Fund										
Department 44 - Water & Sewer										
Account 5205 - Utilities										
5801 - Direct Energy Business	2009100416644	March 2020 Electric 92	Paid by Check # 53976		04/20/2020	04/20/2020	04/20/2020		04/29/2020	32.96
							Account 5205 - Utilities Totals		Invoice Transactions 1	<u>\$32.96</u>
Account 5215 - Telephone										
31245 - Verizon Wireless - LeHigh	9851295494	march 2020 phone bill	Paid by Check # 54035		04/20/2020	04/20/2020	04/20/2020		04/29/2020	346.26
							Account 5215 - Telephone Totals		Invoice Transactions 1	<u>\$346.26</u>
Account 5235 - Postage & Printing										
465 - Diamond Graphics, Inc.	0102830263	Window Envelopes	Paid by Check # 53975		04/20/2020	04/20/2020	04/20/2020		04/29/2020	3,498.00
							Account 5235 - Postage & Printing Totals		Invoice Transactions 1	<u>\$3,498.00</u>
Account 5300 - Professional Services										
167 - Frank Novotny & Associates, Inc.	20091-1	2019 water audit	Paid by Check # 53981		04/20/2020	04/20/2020	04/20/2020		04/29/2020	930.00
167 - Frank Novotny & Associates, Inc.	20080-1	ENGINEERING SERVICES	Paid by Check # 53981		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,007.50
							Account 5300 - Professional Services Totals		Invoice Transactions 2	<u>\$1,937.50</u>
Account 5400 - Repairs & Maintenance										
6078 - Insituform Technologies USA, LLC	594990	sewer repair	Paid by Check # 53991		04/20/2020	04/20/2020	04/20/2020		04/29/2020	2,000.00
4902 - Ozinga Ready Mix Concrete Inc.	1409817	concrete	Paid by Check # 54012		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,985.50



Accounts Payable by G/L Distribution Report

Payment Date Range 04/16/20 - 04/29/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 500 - Utilities Fund										
Department 44 - Water & Sewer										
Account 5400 - Repairs & Maintenance										
4127 - Reliable Materials-Lyons LLC	268309	debris dump	Paid by Check # 54018		04/22/2020	04/22/2020	04/22/2020		04/29/2020	2,244.00
							Account 5400 - Repairs & Maintenance Totals	Invoice Transactions 3		<u>\$6,229.50</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9006662466	Konica Minolta copier maint.chgs	Paid by Check # 53999		04/20/2020	04/20/2020	04/20/2020		04/29/2020	.32
							Account 5405 - Copier Maintenance Totals	Invoice Transactions 1		<u>\$0.32</u>
							Department 44 - Water & Sewer Totals	Invoice Transactions 9		<u>\$12,044.54</u>
							Fund 500 - Utilities Fund Totals	Invoice Transactions 9		<u>\$12,044.54</u>
Fund 550 - Parking Garage Fund										
Account 5205 - Utilities										
5801 - Direct Energy Business	2008700416340	March 2020 Electric	Paid by Check # 53976		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,738.37
							Account 5205 - Utilities Totals	Invoice Transactions 1		<u>\$1,738.37</u>
Account 5400 - Repairs & Maintenance										
3014 - JNC Consulting, Inc.	2020-00000405	parking garage / expansion joint repairs	Paid by Check # 53948		04/14/2020	04/15/2020	04/14/2020		04/16/2020	3,650.00
							Account 5400 - Repairs & Maintenance Totals	Invoice Transactions 1		<u>\$3,650.00</u>
							Fund 550 - Parking Garage Fund Totals	Invoice Transactions 2		<u>\$5,388.37</u>
Fund 600 - Internal Service Fund										
Account 5630 - Premiums - Liability										
3392 - Mesirow Insurance Services, Inc.	1326584	Renewal Public Official Bond	Paid by Check # 54005		04/20/2020	04/20/2020	04/20/2020		04/29/2020	100.00
3392 - Mesirow Insurance Services, Inc.	1326585	Renewal Public Officials Bond	Paid by Check # 54005		04/20/2020	04/20/2020	04/20/2020		04/29/2020	150.00
3392 - Mesirow Insurance Services, Inc.	1326577	Renewal Public Officials Bond	Paid by Check # 54005		04/20/2020	04/20/2020	04/20/2020		04/29/2020	150.00
							Account 5630 - Premiums - Liability Totals	Invoice Transactions 3		<u>\$400.00</u>
Account 5640 - Premiums - Property										
3392 - Mesirow Insurance Services, Inc.	1334834	Liability Premiums	Paid by Check # 54005		04/20/2020	04/20/2020	04/20/2020		04/29/2020	1,568.00
							Account 5640 - Premiums - Property Totals	Invoice Transactions 1		<u>\$1,568.00</u>
							Fund 600 - Internal Service Fund Totals	Invoice Transactions 4		<u>\$1,968.00</u>
							Grand Totals	Invoice Transactions 168		<u>\$227,560.89</u>

Mayor
Robert J. Lovero



2nd Ward Alderman
Jose Ramirez

K-3

April 28, 2020

The Honorable Robert J. Lovero
Members of the City Council

RE: Handicap Parking Application #1312

Ladies and Gentlemen:

After careful review, I concur with the staff recommendation and respectfully submit the attached application for a **DENIAL** of a handicap **SPACE**.

<u>Address</u>	<u>Applicant Name</u>	<u>Application</u>
3642 S. Harvey Ave.	Amelia Diaz	1312

Thank you very much,

Jose Ramirez
2nd Ward Alderman

JR/sla

Enc: Handicap Application



Berwyn Police Department

6401 West 31st. Street
Berwyn, Illinois 60402
708-795-5600
Fax 708-795-5627
Emergency Call 911

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 2/10/2020
Officer: T Young#183

Applicant Name: Amelia Diaz

Address: 3642 S Harvey Ave Berwyn Il 60402

Telephone:

Nature of Disability:

Information

Doctor's Note/ Affidavit:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Interviewed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owner's Support Letter	<input checked="" type="checkbox"/> <input type="checkbox"/>	Handicapped Plate	<input type="checkbox"/> <input checked="" type="checkbox"/>
Garage:	<input checked="" type="checkbox"/> <input type="checkbox"/>	Handicapped Placard	<input checked="" type="checkbox"/> <input type="checkbox"/>
Driveway:	<input type="checkbox"/> <input checked="" type="checkbox"/>	Wheelchair:	<input type="checkbox"/> <input type="checkbox"/>
Off Street:	<input type="checkbox"/> <input checked="" type="checkbox"/>	Walker / Cane:	<input type="checkbox"/> <input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/> <input type="checkbox"/>	Oxygen:	<input type="checkbox"/> <input type="checkbox"/>

Meets Police Dept Requirements	Space	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Zone	<input type="checkbox"/> <input type="checkbox"/>

Report # 20-00881

2nd Ward Alderman: JOSE RAMIREZ

Staff Recommendation	
Approved <input type="checkbox"/>	Denied <input checked="" type="checkbox"/>

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

6401 W 31st Street Berwyn, IL 60402 (708) 795-5600

Incident#: 20-00881

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)			INCIDENT # 20-00881		
REPORT TYPE Incident Report	RELATED CAD # C20-004418	DESCRIPTION Applicant File			
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 3642 S HARVEY AV Berwyn, IL 60402				
HOW RECEIVED	WHEN REPORTED 01/30/2020 08:50	TIME OF OCCURRENCE 01/30/2020 08:50	STATUS CODE	STATUS DATE	

INVOLVED ENTITIES

NAME DIAZ, AMELIA				DOB	AGE 76
ADDRESS 3642 S HARVEY AV Berwyn, IL 60402			FBI #	IR #	
SEX F	RACE	HGT	WGT	HAIR	PHONE Home
EYES	SID #	DL #	DL State IL	ALT PHONE Home	
CLOTHING			Handcuff Double Locked	Prints Taken	Criminal History
Employer					
UCR 9041 Applicant File, 1			TYPE Reporting Party	RELATED EVENT #	Count 1
STATUTE					

DRAFT

INVOLVED VEHICLES

VEHICLE #	STATE IL	TYPE Carrall/SUV	INVOLVEMENT Involved	VIN # 1J4GW48SX1C518122
YEAR 2001	MAKE Jeep	MODEL Cherokee	COLOR Silver/Aluminum	OWNER
COMMENTS				
Towed	Towed By	Tow Number	Impounded	Hold

NARRATIVES

PRIMARY NARRATIVE

Amelia Diaz is requesting a handicapped parking sign in front of her residence located at 3642 Harvey. She drives a beige 2001 Jeep Grand Cherokee II Berwyn VT# 8392, and has a valid II handicap placard# DD01409. She resides in a single family home with a 2 car garage that has an old garage door with no electric opener. Amelia related that she lives alone and cannot open the garage door due to her medical conditions. There are 2 handicap parking signs located at 3645 Harvey and 3626 Harvey. The area is mostly single family homes.

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

6401 W 31st Street Berwyn, IL 60402 (708) 795-5600

Incident#: 20-00881

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)			INCIDENT # 20-00881	
REPORT TYPE Incident Report	RELATED CAD # C20-004418	DESCRIPTION Applicant File		
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 3642 S HARVEY AV Berwyn, IL 60402			
HOW RECEIVED	WHEN REPORTED 01/30/2020 08:50	TIME OF OCCURRENCE 01/30/2020 08:50	STATUS CODE	STATUS DATE

cane and walker to ambulate.

Amelia meets the requirements for handicapped parking according to the City of Berwyn ordinance 484.5

REPORTING OFFICER YOUNG, TERRY	Unit # 183	SUPERVISOR	Unit #
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DRAFT

Handicapped Space/Zone Police Department Site Inspection

Application # 1312

Police Department Designee C.S.O. Terry Young #183

Comments: Resides in a single family home with a 2 car garage. There are 2 handicap signs located at 3645 Harvey and 3626 Harvey. The area is mostly single family homes.

Date: _____

Police Report # _____

Handicapped Space/Zone Public Works Site Inspection

Application # 1312

Public Works Director or Designee Dan Schiller

Comments: There are no obstructions to installation of a reserved space at this location. There is a 2 car garage on the property.

Meets Public Works Criteria:

Parking Space

Yes

No

Parking Zone

Yes

No

Date: 1/29/2020

Police Report # 0

Handicapped Space/Zone
Traffic Engineer Site Inspection

Application # 1312

Traffic Engineer or Designee Nicole Campbell

Comments: Owner, garage, 4 vehicles to residence.

Meets Traffic Criteria for:

Parking Space	Yes	0	No	X
Parking Zone	Yes	0	No	X

Date: 1/28/2020

Police Report # 0

Rec'd by City Clerk: 2/10/2020
To Alderman: 2/10/2020
To Council: 4/28/20
Determination: DENY
Notice to Applicant:
Paid:
Sign #:

Comments:

The City of Berwyn
Mayor Robert J. Lovero



Margaret Paul
City Clerk

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675
www.berwyn-il.gov

Physician Form (A)

This form must be filled out in its entirety and signed by your physician.

for Amelia Diaz - 1642 Harvey Ave., Berwyn, IL

Physician must state, by printing below, the nature of the patient's handicap

[Handwritten notes and lines, mostly illegible]

Does the patient utilize any of the following? :

Walker

Wheel Chair

Cane

Oxyger

I hereby certify that the physical conditions of the above named "Handicapped Person" constitutes him/her as a handicapped person as defined under the statutory provision Par. 1-159 (Physically Handicapped Person – Every natural person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair.)

[Handwritten signature]

(Physician's Signature/Stamp)

Mark Hroncich, M.D.

JAN 08 2020

6425 W. Cermak Rd

(Date)

Berwyn, IL 60402

PH: 708 484-0044

FX: 708 484-0290

(Print Physician's Name)

(Address and Telephone Number)

**Return the completed form to the City Clerk's Office at Berwyn City Hall
6700 West 26th Street, Berwyn, Illinois**

Mayor
Robert J. Lovero



6th Ward Alderman

Alicia Ruiz

KA

April 28, 2020

The Honorable Robert J. Lovero
Members of the City Council

RE: Handicap Parking Application #1317

Ladies and Gentlemen:

After careful review, I would like to override the staff's recommendation of denial and respectfully submit the attached application for **APPROVAL** of a handicap **SPACE**.

<u>Address</u>	<u>Applicant Name</u>	<u>Application #</u>
1912 S. Clarence Ave.	Giovanni Raimondi	1317

Thank you very much,

Alicia Ruiz
6th Ward Alderman

AR/sla

Enc: Handicap Application



Berwyn Police Department

6401 West 31st. Street
Berwyn, Illinois 60402
708-795-5600
Fax 708-795-5627
Emergency Call 911

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 3/12/2020
Officer: T Young#183

Applicant Name: Giovanni Raimondi
Address: 1912 S Clarence Ave Berwyn Il 60402
Telephone:
Nature of Disability:

Information

Doctor's Note/ Affidavit:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Interviewed:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Owner's Support Letter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicapped Plate	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicapped Placard	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wheelchair:	<input type="checkbox"/>	
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker / Cane:	<input type="checkbox"/>	
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	<input type="checkbox"/>	

Meets Police Dept Requirements	Space <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Report # 20-002348
	Zone <input type="checkbox"/>	<input checked="" type="checkbox"/>	

6th Ward Alderman: ALICIA RUIZ

Staff Recommendation	
Approved	Denied <input checked="" type="checkbox"/>

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

6401 W 31st Street Berwyn, IL 60402 (708) 795-5600

Incident#: 20-02348

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)			INCIDENT # 20-02348	
REPORT TYPE Incident Report	RELATED CAD # C20-011139	DESCRIPTION Applicant File		
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1912 S CLARENCE AV Berwyn, IL 60402 (41.853551,-87.790097)			
Primary Officer YOUNG, TERRY				
HOW RECEIVED	WHEN REPORTED 03/12/2020 08:46	TIME OF OCCURRENCE 03/12/2020 08:46	STATUS CODE	STATUS DATE

INVOLVED ENTITIES

NAME RAIMONDI, GIOVANNI A				DOB	AGE 83
ADDRESS 1912 S CLARENCE AV - 1 Berwyn, IL 60402			FBI #	IR #	
SEX M	RACE: ETH:	HGT 6' 0"	WGT 200	HAIR Grey	PHONE Home
EYES Brown	SID #	DL #	DL State IL	ALT PHONE Home	
CLOTHING			Handcuff Double Locked	Prints Taken	Criminal History
Employer					
UCR 9041 Applicant File, 1			TYPE Reporting Party	RELATED EVENT #	Count 0
STATUTE					

DRAFT

INVOLVED VEHICLES

VEH/PLATE #	STATE IL	TYPE Carrall/SUV	INVOLVEMENT	VIN # 1GYEE437080168962
YEAR 2008	MAKE Cadillac	MODEL SRX	COLOR Silver/Aluminum	OWNER RAIMONDI, GIOVANNI A
COMMENTS				
Towed	Towed By	Tow Number	Impounded	Hold

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

6401 W 31st Street Berwyn, IL 60402 (708) 795-5600

Incident#: 20-02348

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)			INCIDENT # 20-02348	
REPORT TYPE Incident Report	RELATED CAD # C20-011139	DESCRIPTION Applicant File		
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1912 S CLARENCE AV Berwyn, IL 60402 (41.853551,-87.790097)			
Primary Officer YOUNG, TERRY				
HOW RECEIVED	WHEN REPORTED 03/12/2020 08:46	TIME OF OCCURRENCE 03/12/2020 08:46	STATUS CODE	STATUS DATE

NARRATIVES

PRIMARY NARRATIVE

Giovanni Raimondi is requesting a handicapped parking sign ion front of his residence located at 1912 Clarence. He resides in a multi unit building with a garage that he cannot use due to the extent of his medical conditions. He drives a silver 2008 Cadillac SRX II Berwyn VT# 5789, and has a valid Il handicapped placard# DB30420. There are no handicapped signs on the block. The block is residential parking 8am-5pm. The area mostly multi unit buildings.

Giovanni meets the requirements for handicapped parking according to the City of Berwyn ordinance 484.05

REPORTING OFFICER YOUNG, TERRY	Unit # 183	SUPERVISOR	Unit #
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DRAFT

Handicapped Space/Zone Police Department Site Inspection

Application # 1317

Police Department Designee C.S.O. Terry Young

Comments: Resides in multi unit building with a 2 car garage. There are no handicapped signs on the block. The block is residential parking 8am-5pm. The area mostly multi unit buildings

Date: 3/12/2020

Police Report # 20-002348

Handicapped Space/Zone Public Works Site Inspection

Application # 1317

Public Works Director or Designee Dan Schiller

Comments: There are no obstructions to installation of a reserved space at this location. There is a 2 car garage on the property.

Meets Public Works Criteria:

Parking Space
Parking Zone

Yes
Yes

No
No

X
X

Date: 3/12/2020

Police Report # 20-002348

Handicapped Space/Zone
Traffic Engineer Site Inspection

Application # 1317

Traffic Engineer or Designee Nicole Campbell

Comments: Owner, garage, 1 vehicle.

Meets Traffic Criteria for:

Parking Space	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Parking Zone	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

Date: 3/12/2020

Police Report # 20-002348

Rec'd by City Clerk: 3/12/2020
To Alderman: 3/12/2020
To Council: 3/24/2020
Determination: APPROVE OVERRIDE
Notice to Applicant:
Paid:
Sign #:

Comments:

The City of Berwyn
Mayor Robert J. Lovero



Margaret Paul
City Clerk

App # 1317

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675
www.berwyn-il.gov

Affidavit For Handicapped Parking Sign or Drop Off Zone

You must have a permanent Handicap State Plate or Handicap Placard to park any vehicle in a designated Handicap Parking space

INITIAL **RENEWAL**

Giovanni A. Raimondi
(Name of Handicapped Applicant)

(Date of Birth) 1912 S. Clarence Ave
(Berwyn Address)
Berwyn IL 60402

(Name of caregiver, or guardian if minor)

(Date of Birth) (Telephone /Cell Phone Number)

Are you the homeowner? Yes / No

Is there a Driveway/Carport on the property? Yes / No

Is there a garage on the property? Yes / No

If so, what is the garage currently being used for? _____

Vehicle Information

Cadillac SRX 4
(Vehicle make and model)

2008 Grey
(Year / Color)

(Illinois License Plate Number)

5789
(Current City Vehicle Sticker Number)

I am the OWNER of the vehicle Yes / No

30420 9/30/22
(Illinois Permanent Handicap Placard Number)
With Expiration Date

I am the DRIVER of the vehicle Yes / No

I hereby affirm that the information provided is true and correct, and it shall be prohibited and unlawful for any person to file a sworn affidavit, which said person knows to be false or believes to be false.

[Signature]
Signature of Applicant or Legal Guardian

2/29/20
Date

**Return the completed form to the City Clerk's Office at Berwyn City Hall
6700 West 26th Street, Berwyn, Illinois**

The City of Berwyn
Mayor Robert J. Lovero



Margaret Paul
City Clerk

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675
www.berwyn-il.gov

Physician Form (A)

This form must be filled out in its entirety and signed by your physician.

Physician must state, by printing below, the nature of the patient's handicap

Does the patient utilize any of the following? :

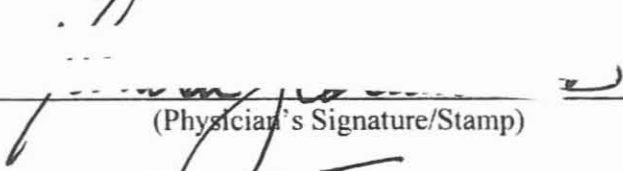
Walker

Wheel Chair

Cane

Oxygen

I hereby certify that the physical conditions of the above named "Handicapped Person" constitutes him/her as a handicapped person as defined under the statutory provision Par. 1-159 (Physically Handicapped Person – Every natural person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair.)


(Physician's Signature/Stamp)

3/2/20
(Date)

MANDHAR JETHANI
(Print Physician's Name)

36355. Harlem, Berwyn IL 60402
(Address and Telephone Number)

**Return the completed form to the City Clerk's Office at Berwyn City Hall
6700 West 26th Street, Berwyn, Illinois**

The City of Berwyn
Mayor Robert J. Lovero



Margaret Paul
City Clerk

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675
www.berwyn-il.gov

Form B

Owner Consent For Handicap Sign

Placement/Drop-off Zone

I Giovanni A. Raimondi owner/manager of the property at
1912 S. Clarence Ave, Berwyn state as follows:

1) That N/A is a tenant at the above listed property.

2) That Giovanni A. Raimondi has no access to any parking on the premises.

3) That if Giovanni A. Raimondi is granted a handicapped sign or drop-off zone by the City of Berwyn, I have no objection to the placement of signs in front of this address.

4) I agree to notify the City of Berwyn if Giovanni A. Raimondi no longer resides on the premises.

Name: Giovanni A. Raimondi
Address _____
Phone#: _____

Signature/Date 2/29/20