



ADDENDUM
REGULAR VILLAGE BOARD MEETING
SEPTEMBER 10, 2024
7:00 PM

6. CONSENT AGENDA

- ee. Consideration to adopt Resolution No. 59-24 authorizing the Mayor and Village Clerk to execute Lease Agreement Amendments concerning the properties located at 3, 29, 35, 39, and 45 S. Arlington Heights Road, Elk Grove Village, IL.

(On or about January 23, 2024, the Village approved a Redevelopment Agreement with Wingspan Development Group, LLC.

(The RDA contemplates the Developer acquiring from the Village and redeveloping the property, commonly known as 1 E. Higgins Road, Elk Grove Village, with a retail development and relocating to the retail property tenants that currently occupy space within Village-owned property.

(These amendments to the lease agreements with the tenants memorialize the tenant's relocation to the anticipated newly developed retail development.)

- ff. Consideration to adopt Resolution No. 60-24 authorizing the Mayor to execute a Memorandum of Understanding between the Village of Elk Grove Village, IL Grown Medicine, LLC and 421 California Partners, LLC.

(The Village and IL Grown Medicine (IGM) are parties to a September 9, 2014 Development and Operating Agreement – Cultivation Facility, which sets forth rules and criteria for IGM to operate their cultivation facility in the Village.

(421 California Partners (CP) is seeking to take ownership and control of IGM's cultivation operation and enter into a new craft grow development and operating agreement with the Village.

(This Memorandum of Understanding (MOU) sets forth parameters for CP to settle IGM's outstanding liabilities with the Village, prior to CP taking over IGM's operations.)

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Clerk, preferably no later than five days before the meeting.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE LEASE AGREEMENT AMENDMENTS CONCERNING PROPERTIES LOCATED AT 3, 29, 35, 39, AND 45 S. ARLINGTON HEIGHTS ROAD, ELK GROVE VILLAGE

WHEREAS, On or about January 23, 2024, the Village approved a Redevelopment Agreement with Wingspan Development Group, LLC (“**Developer**”), which agreement is recorded with the Cook County Clerk, Recordings Division, as Document No. 2408007012 (“**RDA**”); and

WHEREAS, among other things, the RDA contemplates the Developer acquiring from the Village and redeveloping the property commonly known as 1 E. Higgins Road, Elk Grove Village, Illinois and legally described in Exhibit A (“**Retail Property**”), with a retail redevelopment and relocating to the Retail Property certain tenants (collectively, “**Tenants**”), that currently occupy space on nearby village-owned property, all as set forth in the RDA; and

WHEREAS, the Village wishes to amend its lease agreements with the Tenants to memorialize the Tenants’ relocation to the Retail Property.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois, in exercise of its home rule powers, as follows:

Section 1: The foregoing recitals are incorporated as though fully set forth in this Section.

Section 2: That the Mayor and Village Manager are each authorized to sign the attached documents marked:

**AMENDMENT TO EXISTING LEASE – LIEN MY VAN
AMENDMENT TO EXISTING LEASE – PEYCON VELO, INC.
AMENDMENT TO EXISTING LEASE – MAGALY FOODS, INC.
AMENDMENT TO EXISTING LEASE – KLIKOW, INC.
AMENDMENT TO EXISTING LEASE – GOLDEN FOREST, LLC**

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said documents upon the signature of the Mayor or Village Manager.

Section 3: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

**Mayor Craig B. Johnson
Village of Elk Grove Village**

ATTEST:

Loretta M. Murphy, Village Clerk

Res_Lease Agmnt Amndmt 3, 29, 35, 39, and 45 S. Arlington Heights Rd.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE, dated 29, 2024 is entered into by and between **LIEN MY VAN dba VV Nails** ("Tenant") and the **VILLAGE OF ELK GROVE** as successor-in-interest to the Chicago Title Land Trust Company, an Illinois Corporation, as trustee under Trust Agreement dated July 1, 1974, known as Trust Number 64465 ("Landlord"), and who has leased 1847 SF in Landlord's plaza located at **29 S Arlington Heights Road, Elk Grove Village, IL 60007** (the "Premises").

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement (the "Lease") dated March 22, 2019 with respect to the Premises; and the current Term of the Lease is set to expire on May 31, 2024.

WHEREAS, Landlord and Tenant desire to amend the Lease as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, it is hereby mutually covenanted and agreed between Landlord and Tenant as follows:

1. **Renewal Term.** The Term set forth in the Lease is hereby extended for a period (the "Renewal Term") beginning June 1, 2024 (the "Renewal Term Commencement Date") and ending on June 30, 2024, (the "Renewal Term Termination Date").

This term shall be now be month-to-month and automatically renews without further action by the Landlord or the Tenant. In no event shall the month-to-month lease term expire prior to the Delivery of the future Premises to be constructed by Wingspan and the Village of Elk Grove. In the event that Wingspan does not deliver the future Premises by the Delivery Date, as it may be extended, then Tenant shall have the right to lease the existing Premises through May 31, 2029.

When Wingspan delivers the future Premises to the Tenant, this Lease Amendment and Agreement shall be considered terminated in its entirety.

2. **Base Rent.** Landlord and Tenant agree that the Base Rent schedule for the Renewal Term(s) shall be:

June 1, 2024 – May 31, 2025:	\$3170.00 per month
June 1, 2025 – May 31, 2026:	\$3265.00 per month
June 1, 2026 – May 31, 2027:	\$3363.00 per month
June 1, 2027 – May 31, 2028:	\$3464.00 per month
June 1, 2028 – May 31, 2029:	\$3568.00 per month

3. **Renewal Option.** Landlord and Tenant waived their 5-year option provided in the Lease Agreement and agree that Tenant does not have any options available.

4. **Security Deposit.** Landlord and Tenant agree that Tenant maintains a security deposit of \$1162.00.
5. **Amendments.** No amendment or variation of the terms of this Amendment to Lease shall be valid unless made in writing and signed by the parties hereto.
6. **Reaffirmation of Lease.** Except as amended or modified herein, all terms, conditions and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part hereof as though copied herein in full.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year written.

LANDLORD:
VILLAGE OF ELK GROVE

By: _____

Name: Matthew Roan

Title: Village Manager

Date: _____

TENANT:
Lien My Van dba VV Nails

By: vv nails _____

Name: Lien My Van

Title: owner _____

Date: 4/29/2024 _____

AMENDMENT TO EXISTING LEASE

THIS AMENDMENT TO EXISTING LEASE (this "Amendment") is made as of 5th day of September 2024 (the "Effective Date") by and between the Village of Elk Grove Village, an Illinois home rule municipal corporation located in Cook and DuPage counties ("Landlord") and Golden Forest, LLC., a limited liability company d/b/a Tensuke Market ("Tenant"). Landlord and Tenant are collectively referred to as the "Parties."

RECITALS

- A. Landlord and Tenant are parties to that certain lease dated June 15, 2020 (the "Existing Lease") with respect to its current business location located at 3 S. Arlington Heights Road, Elk Grove Village, IL 60007 ("Premises") located within the Elk Grove Woods Plaza (the "Plaza"). The Existing Lease gives Tenant the right to conduct its business activities therein.
- B. The Village has entered into a Redevelopment Agreement with Wingspan Development Group, LLC (the "Developer") pursuant to which Developer will redevelop the Plaza by replacing the existing retail/commercial space with newly constructed buildings.
- C. Tenant and Developer have entered into a new lease dated August 26, 2024 for a space in the newly constructed buildings ("Replacement Lease").
- D. Landlord and Tenant have agreed to terminate the Existing Lease and vacate the Premises and the Plaza under the terms and conditions set forth herein.

AMENDMENTS

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend the Existing Lease as follows:

1. **ASSIGNMENT.** Tenant authorizes Landlord to assign the Existing Lease to Developer, its successors and/or assigns, upon which Developer shall assume all rights and obligations of Landlord under the Existing Lease.

2. **TERMINATION OF EXISTING LEASE.** The Parties agree that the Existing Lease shall be terminated in accordance with the time frame listed below:

- If the Landlord's Contractor is performing Tenant's Work, then the Existing Lease shall terminate as of the Rent Commencement Date under the Replacement Lease.
- If Tenant's Contractor is performing the Tenant's Work, then the Existing Lease shall terminate the earlier of (i) sixty (60) days after the Rent Commencement Date under the Replacement Lease and (ii) the date Tenant opens for business to the public at the

Premises. Tenant shall have the right, but not the obligation, to remove any personal property prior to termination of the Existing Lease in accordance with the time frame noted herein.

3. **CONSTRUCTION PHASING PLAN.** For as long as the Existing Lease is in full force and effect, Landlord shall restrict construction near the Premises in accordance with the plan attached hereto as Exhibit A.

3. **MISCELLANEOUS.**

a. Tenant acknowledges that as of the effective date of the Replacement Lease, Tenant shall have no right to enter or occupy the Premises or the Plaza other than as expressly stated in the Existing Lease and Replacement Lease.

b. This Amendment contains all agreements and understandings between the Parties, who agree that there are no other promises or representations between.

c. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

d. All other portions of the terms and conditions of the Existing Lease shall remain in full force and effect.

[Signature Page to follow]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment to Existing Lease pursuant to all requisite authorizations, as of the date first above written.

LANDLORD:

VILLAGE OF ELK GROVE VILLAGE,
COOK AND DUPAGE COUNTIES, ILLINOIS,
an Illinois Municipal Corporation


By: _____
Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

TENANT:

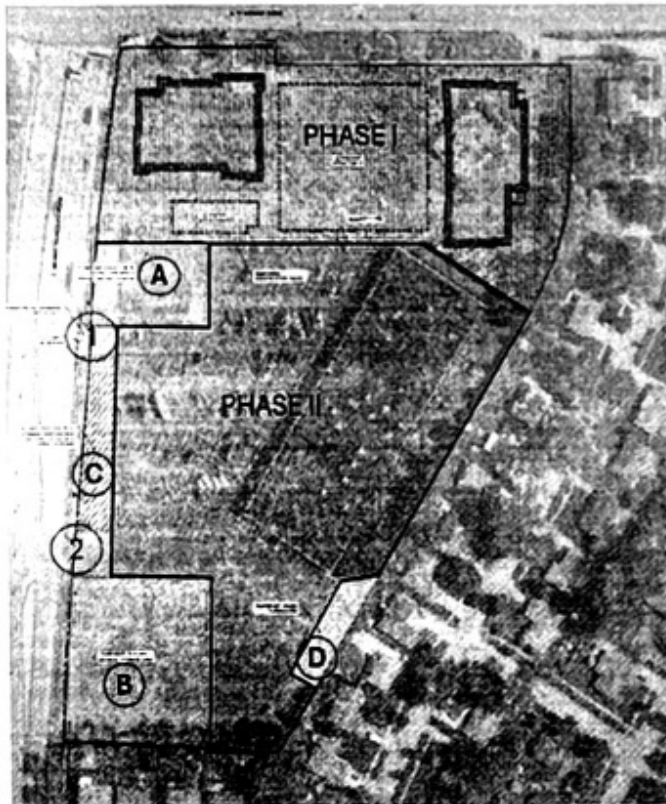
GOLDEN FOREST, LLC
an Illinois limited liability company d/b/a Tensuke Market

By:  _____ Jay Lin

Its: Managing member

EXHIBIT A TO AMENDMENT OF EXISTING LEASE

CONSTRUCTION PHASING PLAN



PHASE I =



- ① NEW TEMPORARY ACCESS POINT TO BE MAINTAINED DURING PHASE I CONSTRUCTION. PROTECTED DRIVE DURING PHASE I.
- ② PROTECTED DRIVES DURING PHASE I CONSTRUCTION
- APPROXIMATE CONSTRUCTION FENCING LOCATION
- Ⓐ ASPHALT MILLINGS LAYDOWN AREA AND CONSTRUCTION ACCESS AREA
- Ⓑ SOIL STOCKPILE LOCATION
- Ⓒ TEMPORARY ACCESS DRIVE FOR SPOIL STORAGE VEHICLES 45 - 60 DAYS (ESTIMATED). PROTECTED BY JERSEY BARRIERS.
- Ⓓ TEMPORARY TRUCK TURNING PAD.
- NO CONSTRUCTION ACTIVITY TO OCCUR WITHIN THIS AREA UNTIL THE EXISTING LEASE TERMINATES

**LEASE MODIFICATION
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS LEASE MODIFICATION ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made as of the 30th day of April, 2024 (the “**Effective Date**”) by and between THE VILLAGE OF ELK GROVE, a municipal corporation (“**Landlord**”), JAROSCH BAKERY INC., an Illinois corporation D/B/A JAROSCH BAKERY (“**Tenant**”) and KLIKOW INC., an Illinois corporation (“**Assignee**”). The terms of this Agreement shall only become effective if the Tenant closes on the sale of its business to Assignee on or before May 31, 2024 as hereafter set forth.

RECITALS

A. Tenant and Chicago Title and Trust Company Trust No. 64465, Willis E. Nieman and Leta L. Nieman, sole beneficiaries and authorized agents of said trust, jointly and severally (“**CTT No. 64465**”), executed a lease with respect to its current business location at 35 S. Arlington Heights Road, Elk Grove Village, Illinois (the “**Existing Premises**”);

B. Tenant and CTT No. 64465 executed an extension of the aforementioned lease on April 28, 2016 (the “**Lease Extension**”).

C. Tenant and CTT No. 64465 executed a First Amendment to the aforementioned lease on December 29, 2020 (the “**First Amendment**”).

D. The aforementioned lease, the Lease Extension and the First Amendment are herein referred to as the (“**Existing Lease**”).

E. An Assignment was executed whereby CTT NO. 64465 transferred its entire interest in the Existing Lease to the Village of Elk Grove, a copy of such assignment being attached hereto as Exhibit A.

F. The Village of Elk Grove is hereafter referred to as “**Landlord**”.

G. Landlord and Tenant desire to modify the terms of the Existing Lease on the terms herein set forth, and assign the Existing Lease to Assignee.

H. Landlord consents to the assignment of the Existing Lease from Tenant to Assignee and is releasing Tenant from all obligations after the Effective Date.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

A. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into this Agreement.

B. Existing Lease Modifications. The Existing Lease is hereby modified as follows:

- (i) Tenant waives its right to the remaining five (5) year option.
- (ii) The Fixed Minimum Rent and the percentage rent is abated for the entire period commencing on June 1, 2024 and terminating on the later of (a) September 30, 2025 or (b) the Delivery Date as defined in the Shopping Center Lease referred to below.
- (iii) Tenant is relieved of any deferred maintenance obligations.
- (iv) The Termination Date of the Existing Lease shall be the earlier of (a) September 30, 2025 or (b) thirty (30) days after the Delivery Date as defined in the Shopping Center Lease referred to below.

C. Assignment. As of the Effective Date, Tenant hereby assigns, conveys, transfers and sets over unto Assignee, and Assignee hereby accepts, all of Tenant's right, title and interest in and to any and all rights of Tenant (including the right to possession) under the Existing Lease.

D. Landlord Approval and Release of Tenant. Landlord hereby approves of the foregoing assignment of the Existing Lease and modifications thereto from Tenant to Assignee and Landlord hereby releases Tenant from all obligations created under the Existing Lease except for matters or obligations of Tenant which were incurred prior to the Effective Date.

E. Authority. The parties hereto each have been duly authorized and have full power and authority to execute this Agreement.

F. Definitions. As used herein, any defined terms which are not specifically defined in this Agreement shall have the meaning ascribed to such terms in the Existing Lease or the Shopping Center Lease between Wingspan Development Group, LLC and Assignee.

G. Successors and Assigns. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

H. Counterparts. The parties agree that this Assignment may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

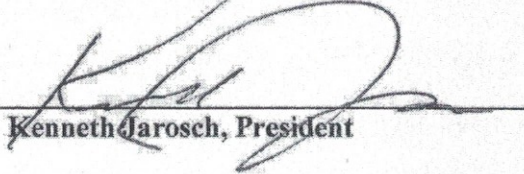
I. Effective Date. This Agreement is subject to the closing of the sale of substantially all of the assets of Tenant to Assignee on or prior to May 31, 2024, and the date that this Agreement becomes effective shall be the date of the Closing of such transaction (“Effective Date”).

[Signature Page to Follow]

IN WITNESS WHEREOF, Tenant, Landlord and Assignee have executed this Agreement as of the date set forth above.

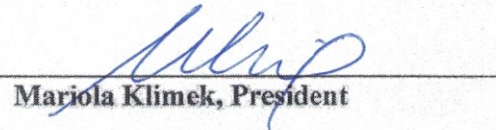
TENANT:

Jarosch Bakery Inc., an Illinois corporation

By: 
Kenneth Jarosch, President

ASSIGNEE:

Klikow, Inc., an Illinois corporation

By: 
Mariola Klimek, President

LANDLORD:

Elk Grove Village, a municipal corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Tenant, Landlord and Assignee have executed this Agreement as of the date set forth above.

TENANT:

Jarosch Bakery Inc., an Illinois corporation

By: _____
Kenneth Jarosch, President

ASSIGNEE:

Klikow, Inc., an Illinois corporation

By: _____
Mariola Klimek, President

LANDLORD:

Elk Grove Village, a municipal corporation

By: Matthew Roan
Name: Matthew Roan
Title: Village Manager

GENERAL ASSIGNMENT AND ASSUMPTION

FOR VALUE RECEIVED, Chicago Title Land Trust Company, an Illinois corporation, f/k/a Chicago Title and Trust Company, as trustee under Trust Agreement dated July 1, 1974, known as Trust Number 64465 ("Assignor"), does hereby assign and transfer to the VILLAGE OF ELK GROVE VILLAGE, an Illinois municipality ("Assignee"), all of Assignor's right, title and interest, if any, in and to all of the following (the "Assigned Rights"): (a) all leases, tenancies and security and other refundable deposits described on Exhibit A, attached hereto and incorporated herein by this reference; (b) all service contracts and other agreements described on Exhibit B, attached hereto and incorporated herein by this reference; and (c) any warranties relating to the real property described on Exhibit C, attached hereto and incorporated herein by this reference ("Property"). Assignee assumes and agrees to be bound by all of the obligations, undertakings, duties and liabilities under the Assigned Rights.

This Assignment is made without representation, warranty or recourse by Assignor. Assignee accepts the Assigned Rights in its "AS IS" condition with all faults and subject to the terms, conditions, limitations and agreements set forth in the Agreement of Sale between Assignor and Assignee for the Property. No manager, member, partner, officer, director or shareholder of Assignor, nor any of their respective beneficiaries, agents, employees, heirs, successor or assigns, shall have any personal liability of any kind or nature for or by reason of any matter or thing whatsoever under, in connection with, arising out of or in any way related to this Assignment. Assignee hereby waives for itself and anyone who may claim by, through or under Assignee any and all rights to sue or recover on account of any such alleged personal liability.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Assignment may be executed and delivered by a party by facsimile or e-mail transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

Dated this 30TH day of December, 2021.

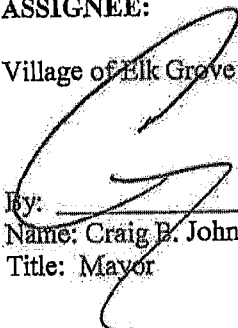
ASSIGNOR:

Chicago Title Land Trust Company, an Illinois corporation, f/k/a Chicago Title and Trust Company, as trustee under Trust Agreement dated July 1, 1974, known as Trust Number 64465

By: _____
Name: _____
Title: _____ ASSIGNEE:

ASSIGNEE:

Village of Elk Grove Village, an Illinois municipality


By:  _____
Name: Craig B. Johnson
Title: Mayor


Dated this 29 day of December 2021.

ASSIGNOR:

Chicago Title Land Trust Company, an Illinois corporation, f/k/a Chicago Title and Trust Company, as trustee under Trust Agreement dated July 1, 1974, known as Trust Number 64465

Eagle Falls, LLC, a Florida limited liability company, beneficiary

By: 
Jill Nieman Picerno, Co-Manager

By: 
Scott B. Nieman, Co-Manager

ASSIGNEE:

Village of Elk Grove Village, an Illinois municipal corporation

By: _____
Name: Craig B. Johnson
Title: Mayor

EXHIBIT A

Leases, tenancies and security and other refundable deposits

Leases\EGWP-3 Tensuke Lease.pdf

Leases\EGWP-25 Subway Amendment - LL rejected 10.14.19.pdf

Leases\EGWP-25 Subway Lease.pdf

Leases\EGWP-29 VV Nails Lease 2019 04 01 to 2024 05 31.pdf

Leases\EGWP-31 Bright Light Radiology Lease.pdf

Leases\EGWP-35 Jarosch Bakery - Lease.pdf

Leases\EGWP-39 Vini's Pizza - Lease.pdf

Leases\EGWP-41 B3 Performance Training Lease.pdf

Leases\EGWP-45 7 Mile Cycle - Lease.pdf

Leases\EGWP-111 Rose Garden Cafe- Lease 12_31_29.pdf

Leases\Rose Garden Amendment on 7-22-21.pdf

Leases\Rose Garden First Amendment-2.docx

Leases\EGWP - Storage 7.Mile Cycle Lease Amendment 4-21.pdf

Leases\EGWP - Storage Lease Tensuke Amendment 6-21.pdf

Leases\EGWP LOI Liquor Store proposal 8-10-21.pdf

Leases\EGWP-1 BMO Lease.pdf

EXHIBIT B

Service contracts and other agreements

- **Artic Snow Plowing**
 - November 1, 2021 thru April 15, 2022
- **Fitzgerald Law Group**
 - On retainer for Tax Assessments 2019 thru 2021
- **NIR Roof Care Maintenance**
 - 10/23/2020 for 3 year term
- **Professional Cleaning Company Service Agreement**
 - 2/25/2019 thru 3/31/2022
- **Matanky Realty Management**
- **Leasing Contract**
- **Recycling and Waste Contract**
 - 11/5/2020

EXHIBIT C

Property

LOT 2 IN SCHNELL'S DIVISION, BEING A SUBDIVISION IN SECTION 21, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOT 1 IN ELK GROVE VILLAGE SECTION 1 NORTH, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21 AFORESAID BOTH TAKEN AS A TRACT (EXCEPT FROM SAID TRACT THAT PART THEREOF LYING WESTERLY OF A LINE DRAWN PARALLEL WITH AND 199.02 FEET EASTERLY, AS MEASURED AT RIGHT ANGLES OF THE WESTERLY LINE AND SAID WESTERLY LINE EXTENDED SOUTHERLY OF SAID LOT 2 IN SCHNELL'S DIVISION AND LYING NORTHERLY OF A LINE DRAWN PARALLEL WITH AND 149.04 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES OF THE MOST NORTHERLY LINE OF SAID LOT 1 IN ELK GROVE VILLAGE SECTION 1 NORTH SUBDIVISION AFORESAID, EXTENDED WESTERLY AND EXCEPTING ALSO THAT PART OF LOT 1 LYING SOUTHERLY OF A LINE DRAWN FROM A POINT IN THE MOST EASTERLY LINE OF SAID LOT 1, 241.29 FEET NORTHERLY, AS MEASURED ALONG SAID EASTERLY LINE OF THE SOUTHEASTERLY CORNER OF SAID LOT 1 TO A POINT IN THE MOST WESTERLY LINE OF SAID LOT 1, 191.54 FEET NORTHERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 1, ALL IN COOK COUNTY, ILLINOIS, AND EXCEPT THAT PART LYING IN SHELL OIL COMPANY CONSOLIDATED PLAT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 1992 AS DOCUMENT NUMBER 92476264, IN COOK COUNTY, ILLINOIS, AND EXCEPT THAT PART OF LOT 1 IN ELK GROVE VILLAGE SECTION 1 NORTH, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST 1/4 OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 9 DEGREES 49 MINUTES 05 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 191.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 9 DEGREES 49 MINUTES 05 SECONDS EAST 20.86 FEET TO AN ANGLE POINT ON THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 10 DEGREES 02 MINUTES 58 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 479.69 FEET TO AN ANGLE POINT ON THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 13 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 7.35 FEET TO A POINT 149.04 FEET NORMALLY DISTANT SOUTHERLY OF THE MOST NORTHERLY NORMALLY DISTANT SOUTHERLY AND PARALLEL WITH THE MOST NORTHERLY LINE OF SAID LOT 1, EXTENDED WESTERLY, 26.69 FEET TO A POINT ON A 2945.57 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 76 DEGREES 04 MINUTES 35 SECONDS EAST FROM SAID POINT; THENCE SOUTHERLY ALONG SAID CURVE 222.07 FEET, CENTRAL ANGLE 04 DEGREES 19 MINUTES 10 SECONDS; THENCE SOUTH 13 DEGREES 02 MINUTES 31 SECONDS WEST 287.44 FEET; THENCE NORTH 82 DEGREES 31 MINUTES 04 SECONDS WEST 5.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE, dated 9/5/2024 | 2:02 PM CDT, 2024 is entered into by and between **CARBAJAL FOODS INC.** aka **MAGALY FOODS INC.** as operated by **WENCESLAO CARBAJAL** d/b/a **VINI'S PIZZA.** ("Tenant") and the **VILLAGE OF ELK GROVE** as successor-in-interest to Eagle Falls, LLC, ("Landlord"), and who has leased 2000 SF in Landlord's Plaza located at **39 S Arlington Heights Road, Elk Grove Village, IL 60007** (the "Premises").

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement (the "Lease") dated June 19, 2019, with respect to the Premises; and the current Term of the Lease is set to expire on August 31, 2024.

WHEREAS, Landlord and Tenant desire to amend the Lease as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, it is hereby mutually covenanted and agreed between Landlord and Tenant as follows:

1. **Renewal Term.** The Term set forth in the Lease is hereby extended for a period (the "Renewal Term") beginning September 1, 2024 (the "Renewal Term Commencement Date") and ending on September 30, 2024, (the "Renewal Term Termination Date").

This term shall now be month-to-month and automatically renews without further action by the Landlord or the Tenant. In no event shall the month-to-month lease term expire prior to the Delivery of the future Premises to be constructed by Wingspan and the Village of Elk Grove. In the event that Wingspan does not deliver the future Premises by the Delivery Date, as it may be extended, then Tenant shall have the right to lease the existing Premises through August 31, 2029.

When Wingspan delivers the future Premises to the Tenant, this Lease Amendment and Agreement shall be considered terminated in its entirety. If Tenant does not have a Lease Agreement in place at the time that all other Tenants have vacated the premises, this Lease Agreement will be terminated.

2. **Base Rent.** Landlord and Tenant agree that the Base Rent schedule for the Renewal Term(s) shall be:

\$3,042.00 per month through 8/31/2025
\$3,100.00 per month (9/1/2025-8/31/2026)
\$3,150.00 per month (9/1/2026-8/31/2027)
\$3,200.00 per month (9/1/2027-8/31/2028)
\$3,250.00 per month (9/1/2028-8/31/2029)

Base Rents are for this Demised Premises and only applicable until Wingspan delivers future Premises and/or Landlord issues termination notice of the Lease Agreement.

3. **Renewal Option.** There is no further option available.

4. **Security Deposit.** Landlord and Tenant agree that Tenant maintains a security deposit of \$1162.00. That security deposit will be applied to current rents and result in a zero security deposit upon execution of this Amendment.
5. **Amendments.** No amendment or variation of the terms of this Amendment to Lease shall be valid unless made in writing and signed by the parties hereto.
6. **Reaffirmation of Lease.** Except as amended or modified herein, all terms, conditions and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part hereof as though copied herein in full.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year written.

LANDLORD:

VILLAGE OF ELK GROVE

Signed by:
By: Matthew Roan
00A998A25E664E5

Name: Matthew Roan

Title: Village Manager

Date: 9/5/2024 | 2:02 PM CDT

TENANT:

CARBAJAL FOODS INC. aka MAGALY FOODS INC.

as operated by **WENCESLAO CARBAJAL d/b/a VINI'S PIZZA**

Signed by:
By: [Signature]
435741A2C6BC4DD...

Name: **WENCESLAO CARBAJAL**

Title: Owner

Date: 9/5/2024 | 10:35 AM CDT

AMENDMENT TO EXISTING LEASE

THIS AMENDMENT TO EXISTING LEASE (this “Amendment”) is made as of ____ day of September 2024 (the “Effective Date”) by and between the Village of Elk Grove Village, an Illinois home rule municipal corporation located in Cook and DuPage counties (“Landlord”) and PEYCON VELO, INC., an Illinois corporation d/b/a 7 Mile Cycles (“Tenant”). Landlord and Tenant are collectively referred to as the “Parties.”

RECITALS

- A. Landlord and Tenant are parties to that certain lease dated July 1, 2019 (the “Existing Lease”) with respect to its current business (“Premises”) located within the Elk Grove Woods Plaza (the “Plaza”). The Existing Lease gives Tenant the right to conduct its business activities therein.
- B. Landlord has entered into a Redevelopment Agreement with Wingspan Development Group, LLC (the “Developer”) pursuant to which Developer will redevelop the Plaza by replacing the existing retail/commercial space with newly constructed buildings.
- C. Tenant and Developer have entered into a new lease dated July 10, 2024 for a space in the newly constructed buildings (“Replacement Lease”).
- D. Landlord has agreed to terminate the Existing Lease effective sixty (60) days after the Delivery Date as defined in the Replacement Lease.
- E. Landlord and Tenant have agreed to terminate the Existing Lease and vacate the Premises and the Plaza under the terms and conditions set forth herein.

AMENDMENTS

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend the Existing Lease as follows:

1. **ASSIGNMENT.** Tenant authorizes Landlord to assign the Existing Lease to Developer, its successors and/or assigns, upon which Developer shall assume all rights and obligations of Landlord under the Existing Lease.
2. **WAIVER OF FIVE-YEAR OPTION.** Tenant hereby agrees to waive its five-year option to renew the Existing Lease.
3. **TERMINATION OF EXISTING LEASE.** The Parties agree that the Existing Lease shall be terminated as of sixty (60) days after the Delivery Date, as defined in the Replacement Lease and shall be of no further force or effect. Tenant shall have the right to remove any and all personal property prior to termination of the Existing Lease on the same terms and conditions set forth in the Existing Lease.

4. MISCELLANEOUS.

a. Tenant acknowledges that as of the effective date of the Replacement Lease, Tenant shall have no right to enter or occupy the Premises or the Plaza other than as expressly stated in the Replacement Lease.

b. This Amendment contains all agreements and understandings between the Parties, who agree that there are no other promises or representations between.

c. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

d. All other portions of the terms and conditions of the Existing Lease shall remain in full force and effect.

[Signature Page to follow]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment to Existing Lease pursuant to all requisite authorizations, as of the date first above written.

LANDLORD:

VILLAGE OF ELK GROVE VILLAGE,
COOK AND DUPAGE COUNTIES, ILLINOIS,
an Illinois Municipal Corporation


By: _____
Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

TENANT:

PEYCON VELO, INC.,
an Illinois corporation d/b/a 7 Mile Cycles

By: 
Its: OWNER

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF ELK GROVE VILLAGE, IL GROWN MEDICINE, LLC AND 421 CALIFORNIA PARTNERS, LLC

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

Section 1: That the Mayor be and is hereby authorized to sign the attached document marked:

MEMORANDUM OF UNDERSTANDING

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made as of August 31, 2024 (“Effective Date”) between the Village of Elk Grove Village (the “Village”), IL Grown Medicine, LLC (“IGM”), and 421 California Partners, LLC (“CP”).

WHEREAS, the Village and IGM are parties to a September 9, 2014 Development and Operating Agreement – Cultivation Facility, as amended (the “Development Agreement”) relating to the property at 2400-2440 Greenleaf Avenue (the “Property”) in the Village;

WHEREAS, as of the Effective Date, IGM owes to the Village a total of \$257,152.43 (the “Fees”) under the Development Agreement, as follows:

- Village Cultivator Fee – \$182,152.43
- Community Contributions:
 - Elk Grove Village General Fund – \$30,000
 - Elk Grove Village Cares Program – \$15,000
 - Elk Grove Village DARE Program – \$15,000
 - Kenneth Young Youth Center – \$15,000

WHEREAS, CP wishes to take ownership and control of IGM’s cultivation operation at the Property and enter into a Development and Operating Agreement with the Village, and the Village is willing to enter into a Development and Operating Agreement with CP and issue CP an occupancy permit, or any other approval required for CP to take possession of the Property and operate a cannabis cultivation facility at the Property (collectively, the “Occupancy Permit”) if the Fees owed by IGM are paid by CP on behalf of IGM;

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound, the parties agree as follows:

1. Upon CP’s payment of the Fees to the Village on or before September 27, 2024 (the “Payment Date”), the Village shall immediately issue the Occupancy Permit to CP, and shall thereafter enter into a Development and Operating Agreement with CP within fifteen (15) days of the Payment Date.

2. IGM and CP shall agree separately on the reimbursement of the Fees among themselves, as may be set forth in a separate agreement between IGM and CP.

3. If payment of the Fees to the Village is not made on or before the Payment Date, CP will not have the right of occupancy to the Property until such time as the payment of Fees is made, and the Village may commence any and all enforcement rights, solely against IGM and not against CP, for the payment of all amounts due and owing to the Village.

[signature page follows]

Wherefore, the parties have signed this Memorandum of Understanding as of the Effective Date.

Village of Elk Grove Village

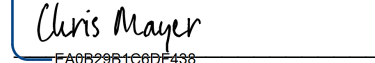
By:
Title:

IL Crown Medicine, LLC



By: Andrew Thut
Title: Authorized Signatory

421 California Partners, LLC



By: Chris Mayer
Title: President