

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT
FOR 200 S. ROSELLE ROAD
BETWEEN THE VILLAGE OF SCHAUMBURG AND
IG CAPITAL, LLC**

This First Amendment To Redevelopment Agreement For 200 S. Roselle Road, Schaumburg, Illinois ("First Amendment") is made and entered into as of the ____ day of _____, 2023 ("Effective Date") by and between the Village of Schaumburg, Illinois, an Illinois home rule municipal corporation ("Village") and IG CAPITAL LLC, an Illinois limited liability company ("Developer") The Village and the Developer are sometimes referred to herein individually as a "Party," and collectively as the "Parties."

WHEREAS, on February 22, 2022, the Parties entered into a Redevelopment Agreement for 200 S. Roselle Road, Schaumburg, Illinois (the "Agreement"); and

WHEREAS, the Developer desires to amend certain deadlines contained in the Agreement, as set forth within this First Amendment; and

WHEREAS, the Village is willing to amend the Agreement to extend certain deadlines contained in the Agreement, as set forth within this First Amendment;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The recitals set forth hereinabove are fully incorporated into this First Amendment. In the event the terms and conditions of this First Amendment conflict with the terms and conditions of the Agreement, the Village and Developer understand, acknowledge and agree that the terms and conditions of this First Amendment shall control.

2. **AMENDMENT:** Section 1 and 2 of the Agreement is hereby amended as follows:

- a. The primary tenant, Tony's Fresh Market, will have a minimum of two hundred (200) employees by April 1, 2023 that is located on the Subject Property (the "Facility"); and is to be maintained for the term of the 7B Incentive.
- b. IG Capital/Tony's Finer Foods Enterprises, Inc. will invest a minimum of ten million dollars (\$10,000,000) in additional improvements to the Facility by April 1, 2023.
- c. The Village of Schaumburg will waive applicable building permit fees for the construction of the Tony's Fresh Market.

3. **RATIFICATION**. In all other respects, the Agreement is hereby ratified and affirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

VILLAGE OF SCHAUMBURG,
an Illinois home rule municipal corporation

ATTEST:

By: _____
Brian Townsend, Village Manager

By: _____
Marilyn Karr, Village Clerk

IG CAPITAL LLC,
an Illinois limited liability company

By: _____
Authorized Representative