

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is dated this _____ day of _____, 2021 and is by and between the VILLAGE OF POPLAR GROVE, an Illinois Municipal Corporation (“Village”), and MORTIMER ENTERPRISES, LLC SERIES D/B/A MORTIMERS ROADHOUSE & GRILL (“Mortimers”).

RECITALS:

WHEREAS, the Village has applied to the State of Illinois for a Community Development Block Grant Program grant known as the Downstate Small Business Stabilization Program (“Downstate Grant”) on behalf of businesses in the Village that have been affected by COVID-19 related mitigation measures; and

WHEREAS, the Village received notice on November 20, 2020 that the Village has been awarded one grant in the amount of \$25,000 on behalf of Mortimers; and

WHEREAS, the State of Illinois is delayed in providing the Notice of State Award and grant agreement necessary to receive the grant award; and

WHEREAS, it is currently unknown as to when the State of Illinois will be providing the Notice of State Award, grant agreement and disbursing grant funds; and

WHEREAS, because there continues to be an ongoing financial impact due to COVID-19 on Mortimers, the Village desires to advance Village funds to Mortimers in the amount of \$25,000 prior to receiving the grant monies from the State of Illinois; and

WHEREAS, upon receipt of grant funds from the State of Illinois, the Village will retain those funds as a reimbursement of the amounts advanced; and

WHEREAS, the Village and Mortimers have reached an accord as to the terms and conditions upon which the Village will make said advance and have memorialized the same herein.

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

1. The above-recitals are incorporated herein and made a part hereof.
2. The Village hereby agrees to advance the Downstate Grant funds in an amount equal to \$25,000 to Mortimers. Upon receipt of the actual Downstate Grant funds from the State of Illinois, the Village shall retain such funds as a reimbursement of the amounts advanced. To the extent the State of Illinois disburses grant funds in an amount less than the \$25,000 advanced by the Village to Mortimers, Mortimers shall be obligated to repay the Village for the difference.
3. As conditions to receiving the advance from the Village, Mortimers agrees as follows:

- A. That it will comply with all provisions and requirements of the Downstate Grant program including, but not limited to the terms and conditions of the Downstate Grant application and Participation Agreement submitted by the Village on behalf of Mortimers to the Department of Commerce and Economic Opportunity (“DCEO”).
 - B. That only eligible expenses as outlined in the Downstate Grant program and the application to the DCEO are eligible for reimbursement and Mortimers agrees to only utilize the monies advanced by the Village on expenses which are eligible for reimbursement under the Downstate Grant program and as outlined in the application.
 - C. Mortimers agrees to submit requests for Downstate Grant funds for eligible expenses upon forms required by the Village. Mortimers certifies that all requests for funds are for eligible expenses as a direct result of the COVID-19 pandemic and for no other purpose. Mortimers also certifies that it is in good standing with the State of Illinois and the Village of Poplar Grove and has no debts to the United States, the State of Illinois or the Village of Poplar Grove and is not debarred by either the State of Illinois or the United States of America.
 - D. Mortimers agrees to provide the Village, the DCEO and/or the State with any documents, including, but not limited to, receipts and payroll information, requested by the Village, or any State agency, to demonstrate that fund requests are for eligible expenses and any other documents reasonably requested to verify that the advanced funds are utilized in accordance with this Agreement, the Participation Agreement and the Downstate Grant program.
4. The Village’s obligation to advance Mortimers the grant funds is specifically conditioned upon the Village receiving Downstate Grant funds from the State of Illinois. To the extent the Village does not receive any Downstate Grant funds from the State of Illinois or an amount less than what was advanced by the Village to Mortimers, Mortimers shall be obligated to repay the Village for such advanced amounts. Such repayment will be on the same terms and conditions as set forth in the Participation Agreement.
5. Termination. This Agreement may be terminated by the Village for cause, including, but not limited to, misuse of the advanced grant funds by Mortimers, and/or failure by Mortimers to comply with the terms and conditions of this Agreement, the Participation Agreement, the grant application and/or the requirements of the Downstate Grant program.
6. Indemnity. To the fullest extent permitted by law, Mortimers shall fully and completely indemnify, defend and hold harmless the Village and its officers, directors, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this

- Agreement or any agreement or document executed by Mortimers and the Village as part of the transaction described herein.
7. Amendments. This Agreement may only be amended in writing executed by the parties hereto. This Agreement, together with the incorporated documents, represents the entire agreement of the parties with respect to the advancement of funds and supersedes any prior agreement, understanding or communication relating to the advancement of funds.
 8. Attorneys Fees and Choice of Law. Mortimers shall pay the Village's cost of enforcing this Agreement including, but not limited to, its reasonable attorneys' fees. Any action arising out of this Agreement or to enforce any part of this Agreement shall be brought in the 17th Judicial Circuit, Boone County, Illinois.
 9. Assignment. This Agreement and the performance thereof shall not be assigned to any third party without prior written consent of the Village. There are no third-party beneficiaries of this Agreement.
 10. Notice. Any notice under this Agreement shall be sent by the following by electronic mail and first-class mail:
 - a. To the Village
Carina Boyd
Village Treasurer
200 N. Hill St.
Poplar Grove, IL 61065
treasurer@villageofpoplargo.com
 - b. To Recipient
Milan Mortimer
237 N. State St.
Poplar Grove, IL 61065
mortville@comcast.net
 11. Severability. If any provision of this Agreement is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be full severable and this Agreement shall be construed and enforced as if such unlawful, invalid or unenforceable provision was not a part of this Agreement.
 12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
 13. Entire Agreement. This written Agreement and written amendments, and any referenced attachments shall constitute the entire Agreement between Mortimers and the Village.

[Signature Page Follows]

By: Village of Poplar Grove

By: Mortimer Enterprises, LLC Series d/b/a
Mortimers Roadhouse & Grill

By: _____

By: _____

Its: _____

Its: _____