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 on behalf of businesses in the Village that have been affected by COVID-19 related business closures; and

WHEREAS, the Village has 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, because there continues to be an ongoing financial impact due to COVID-19, the Village desires to advance Village funds to Mortimer Enterprises, LLC Series d/b/a Mortimers Roadhouse & Grill in the amount of $25,000 prior to receiving the grant monies from the State of Illinois;

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 Downstate Small Business Stabilization Grant Program ("Downstate Grant") application and the Participation Agreement submitted by the Village on behalf of Mortimers to the Department of Commerce and Economic Opportunity ("DCEO") is incorporated herein and made part hereof.
3. This Agreement is meant to establish a contractual relationship between the Village and Mortimers regarding the Downstate Small Business Stabilization Grant Program hereunder to cover eligible expenses suffered by Mortimers associated with the COVID-19 pandemic. Only eligible expenses outlined in the application to the DCEO are eligible for reimbursement. The Village's obligation to pay Mortimers the grant award under the Downstate Grant is specifically limited to funds the Village receives from the State of Illinois and is non-recourse to the Village.
4. The Village hereby agrees to advance $25,000 of Village monies to Mortimers. Mortimers agrees that Village is under no obligation to advance these funds and agrees that the Village may advance no funds at all in the Village's discretion.
5. Mortimers agrees and guarantees to utilize any funds advanced by the Village only for eligible expenses outlined in its application for the Downstate Grant. If Mortimers

complies with this Agreement and the requirements of the Downstate Grant, then Mortimers will not be obligated to repay the advanced funds.

6. 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.

7. Mortimers agrees to provide the Village, the DCEO 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.

8. Termination. This Agreement may be terminated by the Village upon discovery of the misuse of funds.

9. Indemnity. To the fullest extent permitted by law, Mortimers shall fully and completely indemnify, defend and hold harmless the Village and the State of Illinois and their 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.

10. 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.

11. 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.

12. 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.

13. 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.

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Poplar Grove, IL 61065
treasurer@villageofpoplargrove.com

b. To Recipient

Milan Mortimer
237 N. State St.
Poplar Grove, IL 61065
mortville@comcast.net

14. 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.

15. 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.

16. Entire Agreement. This written Agreement and written amendments, and any referenced attachments shall constitute the entire Agreement between Mortimers and the Village.

By:	Village of Poplar Grove	By:	Mortimer Enterprises, LLC Series d/b/a Mortimers Roadhouse & Grill
By:	_____	By:	_____
Its:	_____	Its:	_____

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