

**FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF THORNTON AND KEN ZOMPARELLI**

THIS FIRST AMENDMENT (“**Amendment**”) to the Redevelopment Agreement is made this ____ day of _____ 2026 (“**Execution Date**”), by and between the **VILLAGE OF THORNTON**, an Illinois municipal corporation (“**Village**”), and **KEN ZOMPARELLI**, an individual (“**Buyer**”).

WITNESSETH:

WHEREAS, the Village and Buyer entered into that certain Redevelopment Agreement, dated June 17, 2024, related to the sale and development of the Property as therein defined, (the “**Agreement**”); and

WHEREAS, Village and Buyer desire to amend the Agreement to modify certain rights and obligations of the Parties under the Agreement, as more particularly described herein.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Village and Buyer agree as follows:

A. **Defined Terms**. All initially capitalized terms in this Amendment, not otherwise defined herein, shall have the same meanings as defined in the Agreement.

B. **Section 10 Amendment**. Section 10 of the Agreement is hereby amended and restated in its entirety to read as follows:

10. To the extent the following are not completed as of the Execution Date, Buyer is required to undertake the following actions set forth below within one (1) year of the Execution Date of this Amendment:

- a. Apply for approved building permit(s) to bring the Property into compliance with the Village of Thornton Building Code and Property Maintenance Code, within three (3) weeks of the Execution Date;
- b. Completion of building improvements pursuant to the approved building permit shall occur no later than June 17, 2026, which date represents a one (1) year extension of the original deadline set forth in the Agreement;
- c. Remain current on all real estate taxes and assessments for the Property as they become due.

Buyer acknowledges that failure to undertake each of the foregoing actions within the time periods set forth herein shall constitute a default under the Agreement, and the Village may exercise its rights and remedies thereunder, including recording the Reconveyance Deed, which may result in forfeiture of the Property and any payments made in connection therewith and any improvements made to the Property.

C. **Agreement in Full Force and Effect**. Except for the provisions of this Amendment, all the terms, covenants and conditions of the Agreement and all the rights and obligations of the Village and Buyer thereunder, shall remain in full force and effect are not otherwise altered, amended, revised or changed. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment will control.

D. **Acknowledgment.** Buyer hereby represents, warrants and stipulates that, except for the extension of the deadline set forth in Section 10(b) as amended herein, Buyer is not in default under the Agreement as of the Execution Date.

E. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties hereto expressly acknowledge that this Amendment may be transmitted by facsimile machine or scanned e-mail for execution and that a facsimile copy, or scanned e-mail, and/or any photocopy of a facsimile copy or scanned e-mail of the signature of any party shall be a valid, binding and enforceable signature of said party as if it were an original signature of said party; and it shall not be a defense to the enforcement of any party's covenants hereunder that the other party hereto does not possess an original signature of the party against whom enforcement of this Amendment is sought.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first hereinabove written.

VILLAGE:

VILLAGE OF THORNTON,
an Illinois municipal corporation

By: _____

Name: _____

Title: _____

BUYER:

KEN ZOMPARELLI,
An individual

By: _____

Name: _____

Title: _____