

AN ORDINANCE DECLARING SURPLUS PROPERTY AND AUTHORIZING ITS SALE AND APPROVING A REDEVELOPMENT AGREEMENT REGARDING THE REDEVELOPMENT OF CERTAIN PROPERTY WITHIN THE INDUSTRIAL PARK CONSERVATION AREA TIF REDEVELOPMENT PROJECT AREA WITH FRITZ KRAMPE ENTERPRISES, LLC

WHEREAS, the City of Mt. Vernon, Illinois (“City”) is an Illinois Home Rule Municipal Corporation, duly existing under the laws of the State of Illinois, and embodied as a Home Rule entity with certain rights and powers pursuant to the Illinois Constitution, Article VII, Section 6, and hereby makes an express declaration as to the use of its Home Rule Authority in the enacting and adopting of this Ordinance; and

WHEREAS, City has the authority to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment (“TIF”) Act, constituting 65 ILCS 5/11-74.4-1, et seq., as amended (the “TIF ACT”), to share a portion of the incremental tax revenue generated by the redevelopment project with the developer of such project to induce the developer’s undertaking and performance of such project; and

WHEREAS, City authorized preparation of a redevelopment plan (“Redevelopment Plan”) with established geographic boundaries (hereinafter the “Redevelopment Project Area”) for the City of Mt. Vernon, Jefferson County, Illinois; and

WHEREAS, in accordance with the TIF Act, the City (i) convened a joint review board which performed all actions required under the TIF Act, and (ii) held and conducted a public hearing with respect to the Redevelopment Plan and Redevelopment Project Area described in such Redevelopment Plan at a meeting of the Mayor and City Council (the “Council”) with notice of such hearing having been given in accordance with the TIF Act; and

WHEREAS, the Council, after giving all notices required by law, and after conducting all public hearings required by law, adopted ordinances approving the Redevelopment Plan and Project, designating the Redevelopment Project Area, and adopting Tax Increment Financing for the Redevelopment Project Area and establishing a special tax allocation fund therefore (“Special Tax Allocation Fund”); and

WHEREAS, Fritz Krampe Enterprises, LLC, an Illinois limited liability company (“Developer”), has submitted a Redevelopment Proposal providing for a redevelopment project to be undertaken by Developer within a portion of the Redevelopment Project Area (the “Project

Area”). City and Developer reasonably expect that completion of the redevelopment project (as defined in the Redevelopment Agreement to be approved by this Ordinance) will generate additional tax revenues and economic activity in furtherance of the goals of the Redevelopment Plan; and

WHEREAS, the Council desires to enter into an agreement (“Redevelopment Agreement”) with Developer to implement certain portions of the Redevelopment Plan and to enable the developer to carry out the development project; and

WHEREAS, the City is desirous of having the Project Area developed for such uses as identified in the Redevelopment Proposal in order to serve the needs of the community, to create jobs, to further the development of Mt. Vernon, and to produce increased tax revenues and enhance the tax base of the City and the various taxing districts which are authorized to levy taxes within the Redevelopment Area; and the City, in order to stimulate and induce the development of the Project, has agreed to apply TIF revenues under the TIF Act and the Redevelopment Plan to finance the reimbursable redevelopment project costs (as defined in the Redevelopment Agreement) with the Developer; and

WHEREAS, the City Council of the City of Mt. Vernon has been advised by the City Manager that the property owned by the City and forming the subject of the Redevelopment Agreement is no longer necessary for the City to retain, and therefore is declared to be surplus real estate of the City; and

WHEREAS, the Council of the City of Mt. Vernon has determined the City Manager should be authorized to dispose of the property associated with the Project Area and transfer same pursuant to the terms of the Redevelopment Agreement in accordance with the best interests of the City; and

WHEREAS, pursuant to the TIF Act, the City is authorized to enter into a Redevelopment Agreement with Developer.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MT. VERNON, ILLINOIS AS FOLLOWS:

Section One: That the prefatory recitations as set forth above are adopted and incorporated by reference herein as express determinations of legislative fact by the City.

Section Two: The Council finds and determines that it is necessary and desirable to enter into a Redevelopment Agreement with Developer to implement certain portions of the

Redevelopment Plan and to enable Developer to carry out the Development Project, and City and Developer have accordingly prepared a Redevelopment Agreement governing the rights, obligations and responsibilities of the parties, a true and accurate copy of which is attached hereto as Exhibit 1. The Council further finds and determines the property described in the Project Area and Exhibit A to the Redevelopment Agreement to be surplus property of the City, and the best interests of the City are served by conveying the property to Developer in accordance with the terms and conditions of the Redevelopment Agreement.

Section Three: The Council hereby approves the Redevelopment Agreement in substantially the form attached hereto as Exhibit "1" ("Redevelopment Agreement").

Section Four: The Mayor or City Manager is hereby authorized and directed to execute, on behalf of the City, the Redevelopment Agreement between the City and Developer, and the City Clerk is hereby authorized and directed to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in substantially the form attached hereto as Exhibit 1, with such changes therein as shall be approved by the officers of the City executing the same, such official signatures thereon being conclusive evidence of their approval and the City's approval thereof.

Section Five: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, including but not limited to, execution of any documents of conveyance of the real estate at issue.

Section Six: The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid.

Section Seven: This Ordinance shall be governed exclusively by, and construed in accordance with, the applicable laws of the State of Illinois.

Section Eight: The Mayor or City Manager is hereby authorized and directed to execute and deliver on behalf of the City, and the City Clerk is hereby authorized and directed where appropriate to attest, all deeds, certificates, documents, agreements or other instruments, and the Mayor or City Manager is hereby authorized and directed to take any and all actions, as may be necessary, desirable, convenient or proper to carry out and comply with the provisions of all agreements or contracts, necessary or reasonable incidental to the implementation of this Ordinance.

Section Nine: All Ordinances, Resolutions, motions or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall take effect and be in full force from and after the date of its passage by the City Council and approval by the Mayor as provided by law.

ORDINANCE NO. 2026 - 16

~~March~~ ^{April} PASSED by the City Council of the City of Mt. Vernon, Illinois on the 6th day of April, 2026

Rebecca Barbour
City Clerk – Rebecca Barbour

NAME	AYE	NAY	ABSTAIN	ABSENT	CONFLICT
Gliosci	X				
Moore	X				
Tate	X				
Young	X				
Lewis				X	

~~March~~ ^{April} APPROVED by the Mayor of the City of Mt. Vernon, Illinois on the 9th day of April, 2026

APPROVED: John C. Lewis
Mayor - John Lewis

ATTEST: Rebecca Barbour
City Clerk – Rebecca Barbour
(SEAL)

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into by and between the City of Mt. Vernon, Illinois (hereinafter referred to as “**City**”), **Fritz Krampe Enterprises, LLC**, (“**Krampe**”) an Illinois limited liability company, and **Arena Mt. Vernon, LLC**, (“**Arena**”) an Illinois limited liability company (hereinafter Krampe and Arena are referred to collectively as the “**Developer**”), as to the property described on Exhibit A, defined below, and it is hereby agreed to as follows:

RECITALS:

WHEREAS, City is an Illinois Home Rule municipal governmental entity, duly organized and existing pursuant to the laws and constitution of the State of Illinois, and otherwise possessed with all general powers within its corporate limits as a home rule entity under Illinois law; and

WHEREAS, City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its residents, to prevent the spread of conditions detrimental to healthy economic development, to encourage private development in order to enhance the local property and sales tax bases, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives; and

WHEREAS, City is authorized to provide certain incentives for economic development under 65 ILCS 5/11-74.4-1, et seq., “The Tax Increment Allocation Redevelopment Act,” as amended (“**TIF Act**” or “**Act**”); and

WHEREAS, City desires to redevelop and improve certain existing real property described herein within the established Industrial Park Conservation Area Tax Increment Financing District (the “**TIF District**”) pursuant to the TIF Act, 65 ILCS 5/11-74.1, et seq.; and

WHEREAS, City is the owner of that certain real property consisting of the western 5.12 acres of parcel number 06-34-402-001, as legally described in Exhibit A, attached hereto and made a part hereof, and located within the TIF District (the “**Property**”); and

WHEREAS, City is authorized under Section 11-74.4-4(c) of the TIF Act to dispose of land within a redevelopment project area, has submitted a request for proposals pursuant to said Section, and after only receiving a response to the City’s request for proposals from Developer has determined that the sale of the Property as contemplated herein to be in the best interests of City; and

WHEREAS, Krampe desires to acquire the Property and to construct, and in conjunction with Arena, operate upon the Property a retail and commercial entertainment space/indoor Amusement Center, specifically an indoor family entertainment center featuring a trampoline park (the “**Project**”), and although the Property is zoned ICPA-PUD Industrial Park Conservation Area, the City agrees as a condition of this Agreement to issue to Developer a Conditional Use Permit pursuant to §161.326(C)(3) and §161.135, et seq., of the Mt. Vernon Revised Code; and

WHEREAS, in connection with the Project, Developer has requested economic assistance from City associated with the construction of an approximately 24,000 square foot indoor family entertainment center and related improvements on the Property, within the Industrial Park Conservation Area TIF Redevelopment Project Area; and

WHEREAS, Developer estimates the total costs for the Project to be \$3,061,500.00, with approximately \$471,550.00 of such Project cost potentially constituting TIF eligible reimbursement expenses, which may include: site preparation; street and roadway improvements; utilities; parking/sidewalk improvements; financing/bank loan eligible percentage of interest expenses; professional services; job training and marketing; and other miscellaneous reimbursable expenses; and Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided pursuant to the TIF Act to reimburse some of the Project costs, the Project is not financially feasible, and the Project will not move forward; and

WHEREAS, on December 15, 2025, the City Council adopted Resolution No. 2025 46 authorizing the City to consider expenditures that are “Redevelopment Project Costs” as such term is defined in the TIF Act, in connection with the Project, incurred prior to adoption of an ordinance authorizing execution of this Agreement, to be expenditures that are eligible for reimbursement through the TIF Act to the extent the Project is in furtherance of the approved Redevelopment Plan for the TIF District (the “**Redevelopment Plan**”), and are consistent with the goals and objectives for the development, redevelopment and revitalization of the Property; and

WHEREAS, providing financial support through the Industrial Park Conservation Area TIF for this development is consistent with the objectives of the City’s Comprehensive Plan.

NOW THEREFORE, City and Developer, in consideration of the premises recited above and the mutual obligations and undertakings of the parties hereto, covenant and agree as follows:

1. Incorporation of Recitals. City and Developer agree that all of the recitals set forth above in this Agreement are true and correct, and such recitals are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

2. Sale of Property. City agrees to convey and Krampe agrees to purchase the Property for redevelopment on the terms and subject to the conditions of this Agreement. The purchase price for the Property shall be Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), which shall be paid in full by Krampe to City upon execution and adoption by City of this Agreement. City shall convey the Property to Krampe by warranty deed, free and clear of all liens and encumbrances except for: (a) easements and rights-of-way of record; (b) applicable zoning ordinances; (c) real estate taxes not yet due and payable; and (d) the terms and conditions of this Agreement. Subject to the foregoing, Krampe agrees to purchase the Property in its current AS-IS condition.

3. Construction of Project. Developer agrees to construct and operate an indoor family entertainment center, to include a trampoline park and related retail and/or commercial entertainment facilities, upon the Property at the sole cost and expense of Developer, except as

specifically otherwise set forth within this Agreement. Developer shall commence construction of the Project within six (6) months from the date of this Agreement and shall complete construction and obtain a Certificate of Occupancy within eighteen (18) months from the date of this Agreement, unless delayed by fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualty, flood, acts of God, or other causes beyond Developer's control which could not reasonably have been anticipated and which could not have been reasonably avoided.

4. Developer's Obligations. Developer agrees to timely submit all necessary required applications, plans, documents, and other information required by City for the construction and occupancy of the Project. Developer further agrees to abide by all applicable local, state, and federal laws, rules, and regulations and codes applicable to the development and construction of the Project. Developer is fully responsible for identifying and mitigating any construction-related concerns, or any other environmental issues with the Property.

5. Developer's Cost Responsibility. Developer agrees to pay all costs and expenses associated with the Project development, construction, and operation and Developer acknowledges that no assistance, incentives, or contributions from City will be provided except as set forth in this Agreement.

6. Infrastructure and Prevailing Wages. Developer shall construct, at Developer's sole cost and expense, all infrastructure as is required for the development, construction, and operation of the Project. Developer covenants and agrees to pay prevailing wages pursuant to the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) to the extent they are required by law.

7. Payment of Fees and Taxes. Developer covenants and agrees to pay all fees, fines, utility bills, and taxes when due to the City, State of Illinois, federal government, and all taxing districts having the Property within their jurisdiction, including but not limited to, all real estate taxes.

8. Developer's Representations and Warranties. Developer hereby represents and warrants to City that Developer has full company power to execute and deliver and perform the terms, duties, and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary company proceedings. This Agreement constitutes the legal, valid, and binding obligation of the Developer, enforceable in accordance with its terms.

9. No Contesting of Real Estate Taxes. As to the entirety of the Property in the Project, Developer, its successors and assigns, agrees not to contest the real estate taxes for the Property for the entirety of this Agreement, and for five (5) years after the terms and conditions of this Agreement have been satisfied. Developer agrees that this stipulation shall apply to any subsequent owners of the Property, and it shall be Developer's legal obligation to put any subsequent owners of the Property on notice of this property tax challenge restriction. Filing of a property tax challenge by Developer or subsequent Property owners during the term of this Agreement and for five (5) years thereafter shall result in automatic forfeiture by Developer of any future reimbursements under this Agreement and shall obligate Developer to reimburse City for any payments made by City to Developer pursuant to this Agreement. The terms contained in this

section shall be deemed to be automatically included into any deed of conveyance from City to Developer, and shall survive closing and transfer of the Property contemplated herein.

10. TIF Assistance. In consideration of the Developer's undertaking of the Project, including the incurring of reimbursable Redevelopment Project Costs under the Redevelopment Plan, City agrees to provide assistance to Developer in accordance with and strictly limited to the provisions of this Agreement. However, City's obligations to provide any reimbursements contemplated herein are expressly limited to the earliest of: the date of expiration of the TIF District as established, with City under no obligation whatsoever to pursue or apply for any renewals or extension of the TIF District; reaching the agreed maximum TIF reimbursement to Developer under this Agreement and the TIF Act; or until there are no additional TIF eligible expenses to reimburse under the TIF Act, whichever comes first (the "**Term**"). If any of the dates stated in this Agreement regarding the beginning or end of the TIF District are not stated correctly herein, the legal dates established and confirmed by Jefferson County, Illinois will control. Funding assistance is broken down as follows:

(a) City shall first be reimbursed for all costs incurred by City associated with creation of the TIF prior to any funding assistance to Developer contemplated herein.

(b) City agrees to reimburse Developer up to the maximum amount of \$471,550.00 (the "**TIF Cap**") for Redevelopment Project Costs actually incurred and which are eligible for reimbursement under the Act. The TIF Cap represents a hard number City will not exceed regardless of Project costs. For the avoidance of doubt, City's funding assistance may be less than the TIF Cap if the confirmed eligible Redevelopment Project Costs are themselves actually less than the TIF Cap, and/or if the TIF District expires prior to reimbursement to Developer by City of its Redevelopment Project Costs incurred. The Parties mutually agree that nothing herein shall obligate City to seek to extend the life of the TIF District at its termination.

(c) The TIF Cap shall be paid by City as follows: beginning with the first year's property taxes paid on the Property at the increased equalized assessed value (EAV), and following payment of the reimbursements to City herein pursuant to Section 10(a), above, City shall reimburse 100% of the property taxes associated with the Property to Developer on an annual basis, following City's initial recoupment of City's expenses incurred to create the TIF. Specifically, of the total of \$471,550.00 in potentially reimbursable Redevelopment Project Costs, Krampe shall be reimbursed up to \$185,750.00 and Arena shall be reimbursed up to \$285,750.00 (hereinafter the "**Sub TIF Caps**"). These reimbursements shall be paid annually as contemplated herein following City's receipt of the property taxes paid at the increased EAV with 40% of the increment paid to Krampe and 60% paid to Arena, subject to the TIF Cap and the Sub TIF Caps.

(d) In determining the maximum sum amount, the total Redevelopment Project Costs include all documented costs incurred by Developer to complete the Project which are eligible for reimbursement under the TIF Act. Developer will be reimbursed only for eligible Redevelopment Project Costs as itemized in the Redevelopment Plan and as that term is defined under the Act. For purposes of this Agreement, redevelopment project infrastructure costs shall mean and include all costs and expenses as defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act.

(e) Upon adequate, advance notice to Developer, City may elect to increase the load capacity and size of any utilities on the Property to accommodate further construction and development of adjacent sites. Should City desire to increase the load capacity and size of any utility infrastructure above what is proposed by Developer, City agrees to reimburse Developer for any and all additional costs associated with such increase within thirty (30) days of receipt of any invoice for same from Developer.

11. Documentation of Costs. Developer shall submit to City's TIF Administrator (or designee) a written statement, verified under oath, setting forth the amount of cost incurred by Developer for the completion of the Project. Each request shall be accompanied by such bills, invoices, lien waivers, or other evidence as City may reasonably require for documenting Developer's TIF Act-eligible costs incurred for the Project. These requests shall be submitted in a timely manner until such time as the eligible Redevelopment Project Costs totals at least \$471,550.00, which is the TIF Cap herein, or the separate Sub TIF Caps are reached.

12. Approval of Reimbursement Requests. City's TIF Administrator (or designee) shall have sixty (60) days after receipt of any request for reimbursement from Developer to forward said request to the Mayor and City Council for approval or disapproval at a regularly scheduled City Council meeting. If the Mayor and Council disapprove the request in its entirety or specific expenditure items, it shall provide in writing to Developer an explanation as to why such request was disapproved; provided, that the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of the redevelopment project cost line items or otherwise does not fall within the definition of redevelopment project costs as defined in the Act. Nothing in this Redevelopment Agreement shall constitute any statement by City that any expense incurred by Developer shall qualify for reimbursement under the TIF Act, and Developer has been advised to and at all times has had the ability to seek independent advice or counsel as to the eligibility of any proposed expense for Krampe and Arena for qualification for reimbursement under the TIF Act.

13. City's Right to Request Additional Information. City reserves the right to request additional information from Developer deemed reasonably necessary by City to verify any information associated with City's obligations to reimburse Developer under the Act. City reserves the right to deny reimbursement for any TIF Act-eligible costs to Developer not deemed eligible for reimbursement according to the Act.

14. Annual Tax Payment Verification. Developer shall annually provide to City evidence that the real property tax bill for the Property for the applicable tax year has been paid in full along with the previous year's state of Illinois sales tax returns, if any, for all entities or businesses on the Property required to have an Illinois sales tax number, and without regard to whether such entities or businesses are directly owned or controlled by Developer. No obligation of City to make any payment contemplated hereunder shall be due and owing to Developer prior to receipt of such tax payments by City from the County, nor of the provision of the sales tax returns required herein.

15. City Finance Director Obligations. City's Finance Director shall maintain an account of all payments to Developer under this Agreement and may set up sub-accounts to track the tax increment and payments made to Developer for this Property. City's obligation to reimburse Developer under this Agreement is controlled by the terms and conditions of the TIF Act and shall not be a general obligation of City or secured by the full faith and credit of City.

16. Events of Termination. City's obligations to Developer pursuant to this Agreement shall terminate immediately upon the occurrence of any of the following:

(a) Voluntary or involuntary bankruptcy of Developer or any of its owners; or

(b) Substantial change in the nature of the development at the Property without City's written approval; or

(c) To protect City's reputation and ability to transact business, City reserves the right to terminate the Agreement if Developer's interest in the Property (or a change of ownership of more than 50% of the membership interest of the LLC) changes without City's written approval; or

(d) In the event any material representation made by Developer in this Agreement, or any certificate related to this Agreement; notice, demand to City; or response to any request made to City in connection with any documents, shall prove to be intentionally untrue or incorrect in any material respect as of the date made; or

(e) Developer's failure to pay real estate taxes on the Property, as provided for in this Agreement and under Illinois law.

17. Indemnification. To the fullest extent permissible under Illinois law, Krampe and Arena, and their members and managers, shall indemnify, defend and hold harmless City, its agents, officers, elected and appointed officials, lawyers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from: (a) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer, or material man; (b) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor, or agent or employee thereof working on the Project. Developer shall, at Developer's own cost and expense, appear, defend, and pay all charges of attorneys, costs, and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, City's agents, officers, elected and appointed officials, lawyers, or employees in any such action, Developer shall, at Developer's sole cost and expense, satisfy and discharge same. Developer shall further indemnify, defend, and hold harmless City, its agents, officers, elected and appointed officials, lawyers, and employees from and against all damages, claims, suits, liabilities, judgments, fines, penalties, costs, and expenses (including attorneys' fees) which may arise directly or indirectly from any violation of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

18. Continued Operation Requirement. In addition to all other provisions of this Agreement, in the event the development described above shall cease to operate as an indoor family entertainment center, or a retail and commercial entertainment facility of an equivalent nature or better, during any period within 5 years from the date on which a Certificate of Occupancy is issued for the Project, all obligations of City under the terms of this Agreement shall immediately and permanently cease and no economic incentive payments described herein shall thereafter be due and owing or paid to Developer or to any other person; and City shall have no further obligations or liabilities to Developer. Operation by Developer of the Property as a use other than an indoor family entertainment center or retail and commercial entertainment facility, unless the use is of an equivalent or better nature, shall not constitute compliance with this Agreement, and in such event no further reimbursements shall be paid from City to Developer and all obligations of City under this Agreement shall immediately and permanently cease. The determination of an equivalent nature to an indoor family entertainment center shall be made by mutual agreement by the parties. In the event the parties cannot agree, each party shall hire an expert experienced in valuing commercial entertainment facilities to make the determination as to use equivalency. If the parties' experts cannot agree, a third expert will be chosen by the parties' experts to make the decision, which shall be binding on the parties.

19. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by City or Developer, or any successor or assign, the defaulting or breaching party (or successor or assign) shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party. If either party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing party shall reimburse the prevailing party such prevailing party's costs and reasonable attorneys' fees, costs and expenses incurred on account of such proceedings.

20. Assignment. Unless to a company in which Developer is a whole owner, Developer shall not assign this Agreement nor assign any right or obligation set forth within or arising from this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld.

21. Notices. Any correspondence or notice or filing of documents necessitated by this Agreement shall be personally delivered to or shall be mailed by regular mail and addressed to the party at the address shown as follows:

To City: Attn: City Manager
1100 Main Street
P.O. Box 1708
Mt. Vernon, Illinois 62864

To Developer: Fritz Krampe Enterprises, LLC/Arena Mt. Vernon, LLC
10275 East Northshore Drive
Effingham, IL 62401

Any party may change the address to which correspondence, notices, or filings shall be sent by notice given in accordance with the terms of this paragraph, provided said change shall be made in writing.

22. Relationship of Parties. Neither this Agreement nor any act of the parties to this Agreement shall be construed by the parties or by any third person to create the relationship of a partnership, agency, or joint venture between or among the City and Developer.

23. Third Party Beneficiaries. The intentions, affirmations, authorizations, and agreements between the parties hereto as expressed herein are approved solely by and between the parties hereto and no other; and provided further, however, that neither and none of such intentions, affirmations, authorizations, or agreements may be relied upon by any person or entity, to such entity's or person's detriment, or for any reason whatsoever, whether third person or otherwise. Any such reliance or purported reliance as a third-party beneficiary to this Agreement or predicated upon any other relationship to any of the parties hereto and each of them, whether real or alleged, is specifically disclaimed by the parties herein.

24. Non-Discrimination. Developer agrees that Developer shall not permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, sexual orientation, religion, marital status, age, handicap, or national origin and that the development of and construction of the Project which is the subject of this Agreement and operation of the properties subject to this Agreement shall be in compliance with all applicable laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds.

25. Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Illinois and any action brought to enforce or interpret any provisions of this Agreement or otherwise involving this Agreement, shall be filed solely and exclusively in the Circuit Court of Jefferson County, Illinois. City and Developer waive any and all rights to trial by jury on any claims arising from or related to this Agreement.

26. Entire Agreement; Severability; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and the transaction contemplated herein and supersedes all prior agreements, representations, statements, promises, and understandings, whether oral or written. If any section, subsection, term, or provision of this Agreement or the application thereof to City or Developer or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement or the application of same to City or Developer or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. This Agreement shall not be revised nor amended except by a writing executed by both City and Developer.

27. Further Assurances. City and Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications as may be

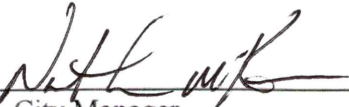
necessary or appropriate from time to time to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.

28. **Non-Waiver.** Failure to enforce a term or condition of this Agreement does not constitute a waiver of any rights to enforce the term or condition at a later date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below their respective signatures.

CITY:

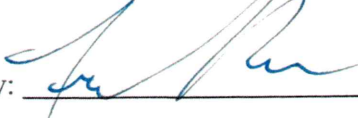
City of Mt. Vernon, Illinois

By: 
City Manager

Date: 4/7/2026

DEVELOPER:

Fritz Krampe Enterprises, LLC


By: 

Print Name: FRITZ KRAMPE

Title: manager

Date: 04/02/2026

Arena Mt. Vernon, LLC

By: 

Print Name: DARREN RENNELS

Title: MANAGER

Date: 04/02/26

EXHIBIT A

Property Description

Lot 3A of the Replat of Lot 3 of Chesley Industrial Park Subdivision, containing approximately 5.12 acres, being part of the South 1/2 of Section 34, Township 2 South, Range 2 East of the Third Principal Meridian, Jefferson County, Illinois, as recorded in Plat Cabinet 3, Slide F-99, in the Recorder's Office of Jefferson County, Illinois.