

AMENDED AND RESTATED TOLLING AGREEMENT

This Amended and Restated Tolling Agreement (the "Agreement") is made this ____ day of June, 2021, by and between: 1.) Prestige Feed Products, LLC ("Prestige"), 2.) Joseph Pesoli ("Pesoli") and collectively with Prestige, the "Prestige Parties", and 3.) the Village of Mount Prospect (the "Village"), 4.) Michael J. Cassady, and 5.) William Cooney (collectively with the Village, the "Village Parties") (all parties referred to collectively as the "Parties").

RECITALS

A. The Village has enacted its Zoning Ordinance (Ord. 4590, 9-21-1993) (the "Ordinance") as Chapter 14 of Village Code of Mount Prospect, Illinois.

B. Prestige manufactures at 431 Lakeview Court, Suite A, Mount Prospect, Illinois 60056 (the "Property") soy and cheese-based feed products for livestock ("Prestige's Use").

C. The Village Parties authorized Prestige's Use at the Property on February 2018.

D. On March 1, 2021, the Village Parties sent to Prestige a Notice of Imminent Legal Action (the "Village's Notice") alleging that Prestige's Use violates (i) the Ordinance and (ii) a Temporary Permitted Use Certificate that the Village states that it has issued to Prestige and that permits Prestige's Use only through August 2021 (the "Certificate").

E. As a result of the Village's Notice, a dispute arose between the Prestige Parties and the Village Parties, which the Prestige Parties believe have caused violations of their legal, contractual, and constitutional rights, and other claims against the Village Parties.

F. In mutual good faith efforts to resolve this dispute, on March 30, 2021, the Parties entered into a Tolling Agreement, whereby the Parties tolled the limitation period for the Prestige Parties to administratively and/or legally challenge the Village's Notice until the thirtieth (30) day from June 4, 2021.

G. On April 1, 2021, Prestige engaged Mostardi Platt to design and perform an Odor Investigation at the Property. Between April 1, 2021, and April 29, 2021, Prestige ran its Facility at the Property for limited late night and early morning hours with notice to the Village.

H. Following complaints from neighborhood owners, on April 29, 2021, the Village Parties sent to Prestige a written demand to cease and desist its operations entirely until further notice (the "Cease and Desist Letter").

I. With the Village Parties' consent, between May 11, 2021, and May 28, 2021, Prestige again ran its Facility at the Property for limited late night and early morning hours. The Village has not received any complaints from neighborhood owners related to Prestige's operation of its Facility at the Property during May 2021.

J. The Parties wish to attempt to resolve this dispute amicably prior to proceeding to litigation over these issues, or prior to Prestige Parties seeking further administrative remedies and/or zoning relief under any Village codes and ordinances.

K. The Village's Notice may constitute an administrative act by the Village Manager which may be reviewed either administratively under the Village codes and ordinances, or reviewed judicially by filing an action in the Circuit Court within 35 days pursuant to 735 ILCS 5/3-103. The Village's Notice may also constitute a zoning act which may be reviewed judicially by filing an action in the Circuit Court within 90 days pursuant to 5 ILCS 5/11-13-25.

L. Accordingly, in an effort to delay the filing of a lawsuit and the costs of litigation and the filing of additional administrative remedies and/or zoning relief under any Village codes and ordinances, the Parties desire to enter into this Agreement to toll any potential statute of limitations deadlines that may expire while the Parties attempt to resolve the dispute.

TERMS

THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, including the mutual covenants and promises expressed herein, incorporating the

above recitals herein by reference, the Parties covenant and agree as follows:

1. Incorporation of Recitals. The above Recitals are restated and incorporated in full herein.
2. Tolling Period. For the period of **March 1, 2021**, through **September 3, 2021**, ("Tolling Period"), the Prestige Parties and the Village Parties agree that all applicable statute of limitations that may expire while the Parties attempt to resolve the dispute, including those under any and all Village codes and ordinances, 735 ILCS 5/3-103, 5 ILCS 5/11-13-25, and other law, will be tolled as to any and all claims that the Prestige Parties may have against the Village Parties, whether such claim is identified to the Village Parties contemporaneously with this Agreement or not. During the Tolling Period, the Prestige Parties shall not be required to file any demand for administrative relief, for zoning relief, and/or to file a lawsuit against the Village Parties regarding the matters contained in the recitals or any other related matters. The intent of the Tolling Period is for the Parties to attempt to resolve the pending disputes using informal means and without litigation and without engaging in any administrative or adversarial proceedings.
3. Termination prior to expiration of Tolling Period. During the Tolling Period, if any Party determines that another Party is not attempting to resolve the dispute in good faith, any Party may terminate the Agreement upon **30 days** written notice to counsel for all Parties. Notices to the Prestige Parties shall be sent to the attention of: **DiMonte & Lizak, LLC, Attn: Riccardo A. DiMonte, 216 W. Higgins Rd., Park Ridge, IL 60068**. Notices to the Village Parties shall be sent to the attention of: **The Village of Mount Prospect, Attn: Lance Malina, Village Attorney, Klein, Thorpe & Jenkins, 20 N. Wacker Drive, Suite 1660, Chicago, IL 60606**.
4. Time to File Lawsuit or to Demand Administrative Relief. In the event that any Party terminates the Agreement or the Tolling Period expires without a settlement agreement being reached by the Parties, the Prestige Parties shall have **30 days** from the date of notice of the termination of the Agreement or from the expiration of the Tolling Period to file suit against the Village Parties or to demand administrative relief or to apply for zoning relief related to the dispute herein. Any statute(s) of limitation that may apply to the claims asserted by the Prestige Parties

against the Village Parties under the Village codes and ordinances, 735 ILCS 5/3-103, and 5 ILCS 5/11-13-25, shall be further tolled from the date of this Agreement plus an additional **30 days** after the Agreement is terminated by notice or the expiration of the Tolling Period.

5. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter contained herein and merges all prior discussions, agreements, contracts or other instruments between them and no party shall be bound by any subsequent instrument, agreement or representation pertaining to the subject matter contained herein unless expressed in writing and signed by the party to be bound thereby.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall have the same force and effect as the other, as one and the same instrument. Signatures may be delivered by facsimile transmission or via email in PDF format.

7. Governing Law and Venue. This Agreement shall be governed by laws of the State of Illinois. The Circuit Court of Cook County, Illinois shall be the proper venue for any action regarding the Agreement.

8. Binding Agreement. Each signatory hereto warrants that he/she/it has read and understands this Agreement, that he/she/it intends to be legally bound by the same, that they have entered into this Agreement freely and voluntarily, and has the full right, power, authority and capacity to enter into and execute the same. The Parties hereto further warrant that this Agreement is entered into with no party relying upon any statement or representation made by any other party not embodied in this Agreement.

9. Representation. Each party to this Agreement is being represented by his/her/its own attorney and this Agreement represents the collaborative drafting of all Parties.

10. Compliance. For purposes of any deadline contained herein, compliance shall be measured by using the date of the postmark using United States mail, first class, or any courier service.

11. Integration Clause. This Agreement supersedes and controls over all prior agreements, understandings and discussions whatsoever. There are no other documents that supplement this Agreement or in any way constitute a part of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been read and signed by each of the Parties below.

The Prestige Parties

Prestige Feed Products, LLC,

By: Cereal Byproducts Company,
Its Manager

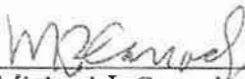
By: _____
Its: _____

Joseph Pesoli

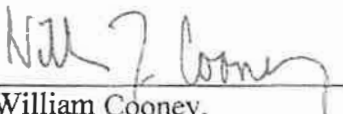
The Village Parties

Village of Mount Prospect

By: _____
Name: _____
Its: Authorized Agent



Michael J. Cassady,
Village Manager



William Cooney,
Director of Community Development