

CONFIDENTIAL INTERIM AGREEMENT

This Confidential Interim Agreement (“Agreement”) is entered as of the 25th day of October, 2024 (“Effective Date”) by and between and among Prestige Feed Products, LLC (“Prestige”), the Village of Mount Prospect (“Village”), and City of Des Plaines (“City”). At times, Prestige, the Village, and the City are individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS, Prestige, the Village, and the City are Parties to Case No. 2023 CH 05147, pending before the Circuit Court of Cook County, County Department, Chancery Division (the “Lawsuit”).

WHEREAS, rather than conducting a preliminary injunction hearing, the Parties wish to enter into this Agreement which will govern Prestige’s operations through trial without any admissions of liability and without compromising the remaining claims and defenses.

NOW, THEREFORE, IN CONSIDERATION OF the promises and covenants contained in this Agreement, including the recitals set forth above, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Injunctive Relief Prior to Trial. Other than enforcing their rights under this Agreement, no party shall seek injunctive relief or take action inconsistent with this Agreement related to Prestige’s operation through trial. By way of illustration this shall include the Village not taking action to revoke Prestige’s business license or occupancy permit on matters related to the claim in this case pending a trial.

2. Trial Date. The parties will pursue a March 2025 jury trial date, or as soon thereafter as the law division judge assigned to the Lawsuit provides. In the absence of an agreement between the parties on discovery and case-management deadlines, the discovery and case management

schedule shall be determined by the law division judge assigned to the Lawsuit in accordance with the trial date.

3. Prestige Operations. Commencing Sunday, September 29, 2024, and continuing through trial, Prestige's operation of 431 Lakeview Court, Ste A, Mount Prospect, Illinois (the "Facility") shall be limited as follows:

A. Manufacturing Operations. Prestige shall only operate its feed production equipment and dehydration machinery, including its existing odor control system, (collectively, the "Equipment") to produce feed at the Facility daily (7 days a week) during the hours of 6:00 PM through 6:00 AM the following morning. While Prestige will only run product between the hours of 6:00 PM and 6:00 AM, Prestige is allowed to run its Equipment for a warm-up period beginning at 5:30 p.m. (no product running) and keep its Equipment running for a cool-down period going no longer than 6:30 a.m. (with no product running from 6:01 a.m. to 6:30 a.m.). Prestige may operate and run its Equipment without product at other times for repairs, testing, or staging to third parties with reasonable advance notice to the Village and the City, which shall not unreasonably deny such requests. For as long as Prestige remains in compliance with the remaining terms of this Agreement, Prestige may continue this Manufacturing Operations schedule until final judgment on the merits.

B. Other Operations. There shall be no limitations on Prestige using the Facility during other hours for activities that do not involve the production of feed product through the operation of the Equipment, including but not limited to: (i) office and administrative functions; (ii) deliveries of raw material and finished material in and out of the Facility;

and (iii) cleaning and maintaining of the Facility and the Equipment, all in accordance with otherwise applicable law.

4. Odor Monitoring Protocol. The Parties have approved the Odor Monitoring Protocol (“Protocol”) jointly developed by V3 Companies (“V3”) and Trinity Consulting, Inc. (“Trinity”) and which is attached herein as Exhibit 1. Prestige, the Village and the City shall each promptly pay one-third of the invoices for the cost of the Odor Monitoring pursuant to the Protocol.

5. Dilution Threshold. The operative dilution threshold for purposes of this Agreement is D/T 15 (“Dilution Threshold”) measured via a Scentometer. The Dilution Threshold is established solely for the purposes of this Agreement and is without prejudice to each party’s respective claims and defenses. If during the performance of the Protocol the Odor Monitor detects and reports the “Prestige Odor” (as defined in the Protocol) at a Scentometer reading of 15 D/T or above at any of the locations designated by the Protocol, Prestige shall not operate its Equipment during the immediately following 6:00 PM to 6:00 AM shift. Prestige may resume Manufacturing Operations the day following the skipped 6:00 PM to 6:00 AM shift. The Odor Monitor will alternate between testing twice a week and once a week. If Prestige tests at 15 D/T or above on two separate measuring occasions (meaning two separate test-nights, not locations), the testing will shift to two tests every week.

6. Continuing Litigation. The Parties explicitly acknowledge that this Agreement is interim in nature and shall remain in effect until a final judgment on the merits at trial disposing all issues between the Parties. The Parties shall continue written and oral discovery along with motion and pleading practice to position the dispute for a trial on the merits. No aspect of this Agreement, or any payment or obligation accepted pursuant to it, shall be used to delay discovery or the trial or be construed by the Parties or the Courts as an admission or concession of

responsibility, liability, or wrongdoing. The parties reserve all existing claims and defenses for trial. Nonetheless, subject to the Illinois Rules of Evidence, any party may rely on the data collected under the Protocol in the event the Court later determines that the data is relevant to a party's claims or defenses.

7. Confidentiality and Non-Disparagement. The Parties acknowledge and agree that that they will not in any way publicize the terms of this Agreement and the Protocol beyond what is contained in the agreed order entered related to this Agreement ("Agreed Order") and the "Public Statement" attached as Exhibit 2. Moreover, the Parties agree that, to the extent that anyone with knowledge of the substance of this Agreement is asked about the Agreement, they will direct people to the Agreed Order or the Public Statement and that there will be no further comment beyond what is disclosed in the Agreed Order or the Public Statement. Notwithstanding the above, the Parties agree on disclosure 1) as would be required in the ordinary course of business such as to the Parties' attorneys, employees with decision making authority, managers, directors, officers, supervisors, department heads, officials, trustees, and elected and appointed officials (collectively, "Agents"), 2) as required by law, and 3) as necessary in the event that one or more parties allege a breach of this Agreement. Each party additionally agrees that any Agent to whom the terms of this Agreement are disclosed shall be informed of the confidential nature of the Agreement and shall be bound by the terms of this Agreement. This Agreement shall not be filed with the Court system and shall not be made public other than under the exceptions listed above. Through trial, the parties and their Agents shall not publicly criticize, disparage, call into disrepute or otherwise defame or slander (or cause someone who is not an Agent to do the same) any other Party or their Agents related to the odors or any other fact at issue in the Lawsuit that would reasonably be expected to damage the business or reputation of such other Party or Agents. Notwithstanding the above, the

parties' motion practice, pleadings, and oral arguments are not considered a violation of this section, including the parties' disclosure to the Court of the results of any scientific data collected related to the odor. Notwithstanding the above, the parties' motion practice, pleadings, oral arguments, depositions, and the like are not considered a violation of this section, including the parties' disclosure to the Court of the results of any scientific data collected related to the odor. A breach of this section is a breach of the Agreement.

8. Jurisdiction and Breach. The court shall retain jurisdiction to enforce the terms of this Agreement and the parties' sole remedy for the breach of this Agreement shall be injunctive relief to enforce the terms of this Agreement.

9. Binding Effect. This Agreement shall be binding upon the Parties, including their respective agents, predecessors, successors, and assigns.

10. Jointly Drafted. This Agreement has been jointly drafted by the Parties with the opportunity for input and comment of legal counsel for the Parties. Any ambiguity subsequently identified in the Agreement, if any, shall not be construed against any of the Parties as the drafter of the Agreement.

11. Entire Agreement. The terms of this Agreement are contractual and not mere recitals. The Agreement sets forth the entire agreement of the Parties, and there are no representations, warranties, covenants, promises or undertakings, oral or otherwise, that are not expressly set forth or expressly incorporated herein by reference.

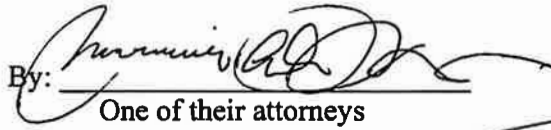
12. No Modification. No amendment or modification of this Agreement is valid unless executed in writing with the same formality as this present Agreement and approved by the Parties.

13. Signature in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, deemed one and the same

agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic copy or by PDF file shall be as effective as delivery of a wet-ink executed counterpart of this Agreement.

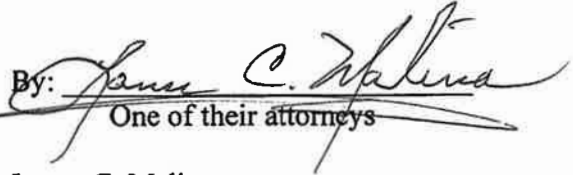
[Remainder of Page Left Intentionally Blank; Signature Page Follows]

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Exhibit 1:

Odor Monitoring Protocol

Odor Monitoring Protocol

Prestige Feed Products, LLC

431 N. Lakeview Ct., Mount Prospect, IL 60056

October 24, 2024

Odor Monitoring Protocol

Prestige Feed Products – Mount Prospect, IL

1. INTRODUCTION

This Odor Monitoring Protocol (“Protocol”) was developed jointly by V3 Companies (“V3”) and Trinity Consultants, Inc. (“Trinity”), and approved by Prestige Feed Products, LLC (“Prestige”), the Village of Mount Prospect (“Village”), and the City of Des Plaines (“City”), of the State of Illinois, to conduct odor monitoring surveys near Prestige’s Facility located at 431 N. Lakeview Ct., in Mount Prospect.

2. ODOR MONITORING

Odor Monitor: The odor measurements will be taken by Fehr Graham Engineering and Environmental (“Odor Monitor”), which was jointly selected by V3 and Trinity.

Odor Monitoring Personnel: The Odor Monitor will assign 2 - 3 certified and experienced professional field operators currently employed by the Odor Monitor who are trained and experienced in the use of Scentometer units for conducting odor measurements. The Odor Monitor will use one field operator per monitoring event to collect measurements but will identify at least two field operators to ensure a backup is available. These field operators will undergo a sensitivity screening to ensure that they are able to detect, identify, and discriminate odors in general and the Odor Descriptor in particular. The odor sensitivity screening and testing could be accomplished using a St. Croix Sensory kit or similar method.

All field operators must demonstrate proof of training and sensitivity screening and that proof shall be provided to the Parties identified in Paragraph 5 of this Protocol. The field operators will be instructed on how to complete the monitoring logs, will be introduced to the approved monitoring locations, and will be familiarized with the most prevalent odors associated with Prestige Feed operations. Additionally, the field operators will need to certify that they are fit for duty (i.e., do

Odor Monitoring Protocol

Prestige Feed Products – Mount Prospect, IL

not have any illnesses that may hinder their sense of smell).

Odor Descriptor: The Odor Monitor field operators will visit the monitoring locations and the Prestige Facility to familiarize with the most prevalent odors associated with Prestige operations as follows:

1. With prior notice to all parties, each field operator will jointly tour the 15 monitoring locations and the Prestige Facility while in normal operation accompanied by Joseph Pesoli on behalf of Prestige and representatives from the Village and the City. The field operators will tour the outer locations first, then work inwards to the Facility.
2. During the tour, the field operators will not use a Scentometer but just their noses to acclimate and familiarize themselves with what will become known to them as the “Prestige Odor”. No Scentometer readings will be taken during this tour. If the parties for the Village and the City do not reasonably believe the Prestige Odor is present so that the field operators can familiarize themselves with the “Prestige Odor”, the Odor Monitor will reschedule. The Village and the City shall bear any reasonable cost associated with the rescheduling and subsequent tour.
3. On other nights when the Odor Monitor field operators will use the Scentometer to detect and measure the “Prestige Odor”, they will comply with all the terms of this Protocol in general and the steps listed in **Scentometer Readings** section below in particular.

Timing: Starting September 29, 2024, Prestige will operate daily (7 days a week) from 6 pm to 6 am. The Odor Monitor will conduct the odor measuring events randomly, without advanced notice, during Prestige’s operating hours, and when Prestige is operating. The Odor Monitor will alternate between testing once a week and twice a week. Upon receiving written joint instructions by all

Odor Monitoring Protocol

Prestige Feed Products – Mount Prospect, IL

parties, the Odor Monitor will test twice a week every week. Odor measurements should be avoided in inclement weather (precipitation events). This Protocol will remain in effect until Prestige, the Village, and the City jointly inform the Odor Monitor that it is discontinued. Prestige will notify the Odor Monitor if Prestige is expected to cease operating for an upcoming shift so that observations are not collected when Prestige is not operating.

Locations: Odor measurements shall be collected consistently at the 15 designated locations. A map of the Monitoring Locations is included in Figure 1. The Monitoring Locations are numbered M-1 through M-15, but the Odor Monitor field operator can collect odor measurements in any order. Additional monitoring locations may be added during the implementation of this Protocol if jointly agreed by Prestige, the Village, and the City.

Odor Monitoring & Related Equipment: Odor measurements will be taken at designated locations using a Scentometer Model # _____. The operating manual for the Scentometer is attached as Appendix 1. The Odor Monitor and field operators will test the Scentometer to ensure that it is operating properly and it is not defective and will strictly follow the operating manual for the Scentometer during odor measurements. A dedicated Scentometer unit will be used for the odor measurements. Scentometer carbon beds will be kept enclosed when not in use to prolong carbon life. The carbon will be replaced with a new carbon pack before the beginning of the odor monitoring at Prestige and will be changed at least once per month before that week's monitoring event and after each time the field operator detects an odor that conforms to the Odor Descriptor through a blank setting, to ensure that dilution air is odor free, following the

Odor Monitoring Protocol

Prestige Feed Products – Mount Prospect, IL

Scentometer unit's specifications.

A hand-held weather meter (e.g., Kestrel 5500 Weather Meter or similar with wind vane) should be used to collect real-time meteorological data when taking odor measurements.

Meteorological Data: The Odor Monitor field operator will collect meteorological data with a hand-held weather meter (e.g., Kestrel 5500 Weather Meter or similar with wind vane). The information recorded will include wind speed, wind direction, temperature, humidity, barometric pressure, and precipitation related information, though efforts will be taken to avoid collecting odor measurements during precipitation events. As a backup measure, information can be downloaded from the nearest station at the Weather Underground web site.

Scentometer Readings:

1. The field operator will travel to each predetermined monitoring location. The field operator has discretion to travel to each monitoring location in random order.
2. At each monitoring location, the field operator first will take a measurement through a blank setting (two carbon ports open and closing off all odorous-air ports). The field operator will breathe through the blank setting for approximately 1 minute. If the field operator detects any odor including but not limited to the "Prestige Odor" through a blank setting, the field operator will replace the carbon cartridge with a new one. The field operator will then repeat this step until the field operator does not detect any odors through a blank setting.
3. The field operators will take Scentometer readings at each monitoring location during each of

Odor Monitoring Protocol

Prestige Feed Products – Mount Prospect, IL

the odor monitoring events to detect the presence or the lack of presence of the “Prestige Odor”.

The field operators will begin with the highest Dilution to Threshold (D/T) opening which is 170, and work their way down through the smaller dilution openings which are 31, 15, 7, 4, and 2. The field operator will measure the dilution to threshold (D/T) value when they detect the “Prestige Odor” and record it on the field sheet. The field operator will use their professional opinion whether any odor that they detect conforms to the “Prestige Odor”. If the field operators do not detect the “Prestige Odor” at 2 D/T, they will record the entry in the log as Non-Detect or N/D.

4. The field operators will document their readings in Monitor Log Sheets in the form attached as Appendix 2. The field operator will record the following information on the log for each monitoring location:

- Date
- Time
- Wind direction
- Wind speed
- Temperature in Fahrenheit
- Humidity
- Weather (Precipitation
- Barometric Pressure
- Scentometer Reading (D/T value when “Prestige Odor” is detected or “ND” for Non-Detect)
- Odor Description as “Prestige Odor”

Odor Monitoring Protocol

Prestige Feed Products – Mount Prospect, IL

5. The Odor Monitor will collect all monitoring logs and meteorological data and will send, the same day they are collected, the monitoring log and meteorological data after each monitoring event to:

Party:	Email Addresses:
V3 Companies	Ryan Hartley rhartley@v3co.com Brendan Farnham bfarnham@v3co.com
Trinity Consultants, Inc	Angie Wanger AWanger@trinityconsultants.com
Prestige Feed Products, LLC	Joseph Pesoli jcp@prestigefeed.com
Robbins DiMonte, Ltd.	Riccardo A. DiMonte rdimonte@robbinsdimonte.com Anastas Shkurti AShkurti@robbinsdimonte.com
Village of Mount Prospect	Isaiah A. Fishman ifishman@mpslaw.com Malina, Lance LCMalina@ktjlaw.com Charles A. Valente cvalente@mpslaw.com William Schroeder wschroeder@mountprospect.org
City of Des Plaines	Peter Friedman Peter.Friedman@ElrodFriedman.com Caitlyn R. Culbertson Caitlyn.Culbertson@ElrodFriedman.com

Odor Monitoring Protocol

Prestige Feed Products, LLC

FIGURE 1

MONITORING LOCATIONS

Prestige Feed

Odor Monitoring Locations DRAFT

Legend



Prestige Feed Site



Google Earth

Image © 2024 Airbus

Odor Monitoring Protocol

Prestige Feed Products, LLC

APPENDIX 1

SCENTOMETER OPERATING MANUAL

Scentometer: An Instrument for Field Odor Measurement

The Scentometer is used to determine the order of magnitude concentration of an odorant in air. It is essentially a rectangular, clear plastic box containing two chambers of activated carbon, two nasal ports for sniffing, two ½" diameter air inlets (one for each activated carbon bed), and six odorous-air inlets (1/16", 1/8", 3/16", 1/4", 3/8", and 1/2" in diameter). The odorous inlets are directly connected with a mixing chamber and the nasal outlet.

Air is drawn through the two beds of activated carbon (to make it odor-free) and then mixed with the contaminated air so as to produce a threshold concentration of the offending odor. The odorous-air inlet hole used to produce the dilution indicated the approximate concentration of the field odor.

The unit of expression most suitable for this work is the number of times that the odor is as strong as its threshold concentration or the number of dilutions with pure air needed to dilute it to the threshold concentration. This expression can be written as D/T (dilution to threshold).

The sizes of the six odorous-air inlets were selected based on laboratory tests of the most practical set of inlets for field use. Experience has shown that odors above 7 D/T will probably cause complaints while those above 31 D/T can be described as serious nuisance if they persist for any length of time (see attached Table 1).

Instruction: When in use, the Scentometer should be held so that the activated carbon beds are horizontal. Before opening any holes, try breathing through the nasal ports to be sure that there is no leakage anywhere, either around the nose piece or through the instrument.

Start by leaving the two carbon ports open and closing off all the odorous-air ports. The user should breathe through the instrument for a short period of time so as to climatize his nose to a non-odor background. Then open the 170 odorous-air-port. If, after sniffing two or three times, no odor is discernible, close that port and open the next size, which is the 31. Progress up to the 2 odorous-air opening. If the odor is not then discernable, it must be assumed that the concentration of the undesirable vapor in the air is less than 2 thresholds.

It has been determined by test that the individual variation or odor sensitivity is sufficient in itself so that dilutions of other magnitudes between the recommended one are of no real significance. Further, a single individual's varying odor perceptibility is such that he will get different readings at different times, even with this instrument.

The user should practice with the Scentometer so as to become adept at obtaining a reading with a minimum exposure to the odorant. The nose has a habit of becoming desensitized to an odorant after a short period of time.

The carbon in both beds should be changed once every six months (if the Scentometer is used occasionally) or more often (say, every three months) if it is used frequently. To change the carbon, detach the carbon bed plugs on the left side of the nose piece. The carbon is dumped out and the two spaces between the perforated sheets are filled with activated carbon. Use activated carbon specifically developed to remove odor compounds from air. The plugs are put back in place and the Scentometer is now ready for reuse.

The Scentometer comes with two size M(medium) nose pieces so several operators may be using the instrument and they prefer to have their own nose piece. Additional nose pieces can be ordered at size S (small) or size L (large).

TABLE 1. DILUTIONS TO THRESHOLD D/T WITH THE SCENTOMETER

Dilutions to Threshold (D/T)	2	4	7	15	31	170
Odorous Air Inlets (inches)	1/2	3/8	1/4	3/16	1/8	1/16

Odor Monitoring Protocol

Prestige Feed Products, LLC

APPENDIX 2

MONITOR LOG SHEETS

Date _____ Field Operator _____

Randomize order of observations, collecting readings at all locations Wellness Check _____

Date _____ Field Operator _____

Randomize order of observations, collecting readings at all locations Wellness Check _____

Exhibit 2:

Public Statement

Exhibit 2
Public Statement

**VILLAGE OF MOUNT
PROSPECT**
50 S Emerson St
Mount Prospect, IL 60056

CITY OF DES PLAINES
1420 Miner St.
Des Plaines, IL 60016

**PRESTIGE FEED
PRODUCTS, LLC**
431 Lakeview Ct, Ste A
Mount Prospect, IL 60056

FOR IMMEDIATE RELEASE

Prestige Feed Products (Prestige), the Village of Mount Prospect (the Village), and the City of Des Plaines (the City) have entered into a Confidential Interim Agreement (the Agreement) regarding Case No. 2023 CH 05147. This Agreement is an attempt to temporarily protect all parties' interests in advance of a trial on the merits of the lawsuit. The Agreement includes a commitment to pursue a March 2025 jury trial date, or as soon thereafter as the law division judge assigned to the Lawsuit provides.

Under this Agreement, Prestige's operations are subject to an agreed-upon Odor Monitoring Protocol that provides for randomized testing. If Prestige exceeds certain monitoring standards, Prestige will temporarily stop its operations the following shift. Additionally, Prestige may only operate its equipment daily for purposes of production from 6 PM in the evening to 6 AM in the following morning. Prestige is also allowed to run its equipment for a warm-up period beginning at 5:30 p.m. (no product running) and keep its equipment running for a cool-down period going no longer than 6:30 a.m. (with no product running from 6:01 a.m. to 6:30 a.m.).

The Agreement is meant to protect the parties' interests pending a final decision on the merits. All parties continue to maintain all claims, allegations and defenses asserted in the pleadings and the Agreement does not constitute a settlement, waiver or admission of any claim.