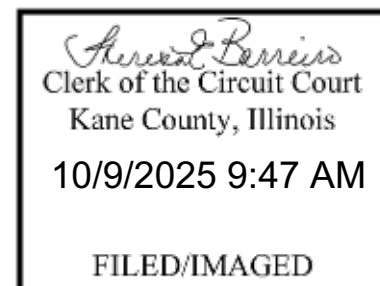


IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
KANE COUNTY, ILLINOIS

TESSLER CONSTRUCTION COMPANY,)
INC., an Illinois business corporation,)
)
Plaintiff,) Case No.: 2023 CH 48
)
v.) Judge John Dalton
)
GRP SOUTH ELGIN LLC, *et al.*,) Courtroom 340
)
Defendants.)
)



ORDER

THIS MATTER COMING before the Court on (a) the Motions for Summary Judgment by Althoff Industries, Inc. ("Althoff"); Tessler Construction Company, Inc. ("Tessler"); Benson Electrical Contracting, Inc. ("Benson"); Concrete by Wagner, Inc. ("CBW"), and D5 Iron Works, Inc. ("D5"); (b) Tessler's Motion to Authorize Receiver to Market Property for Sale; and (c) the Motion for Leave to Withdraw as Counsel for GRP South Elgin, LLC ("GRP") by Griffin Williams McMahon & Walsh, LLP, due notice having been given, and the Court being fully advised in the premises, it is hereby ordered:

1. Althoff's Motion for Summary Judgment is GRANTED as follows:
 - a. Judgment is granted to Althoff and against GRP on Counts I and II of Althoff's Amended Counterclaims in the amount of \$923,144.91.
 - b. Judgment is granted to Althoff and against Tessler on Count III of Althoff's Amended Counterclaims in the amount of \$923,144.91.
 - c. Althoff is granted leave to file a petition seeking its reasonable attorney's fees, interest, and costs against GRP pursuant to 770 ILCS 60/17, and reasonable attorneys' fees and costs against Tessler pursuant to its contract with Tessler.

Tessler's objection to paying Althoff's reasonable attorney's fees and costs is overruled.

2. Tessler's Motion for Summary Judgment is GRANTED as follows:

- a. Judgment is granted to Tessler and against GRP on Count One of Tessler's Fourth Amended Complaint in the amount of \$3,307,769.35.
- b. Judgment is granted to Tessler and against GRP on Count Two of Tessler's Fourth Amended Complaint in the amount of \$4,557,204.47.
- c. Tessler is granted leave to file a petition seeking its reasonable attorney's fees, interest, and costs against GRP pursuant to 770 ILCS 60/17.

3. Benson's Motion for Summary Judgment is GRANTED as follows:

- a. Judgment is granted to Benson and against GRP on Count I of Benson's Amended Counterclaims in the amount of \$613,805.20.
- b. Judgment is granted to Benson and against Tessler on Count II of Benson's Amended Counterclaims in the amount of \$613,805.20.
- c. Benson is granted leave to file a petition seeking its reasonable attorney's fees, interest, and costs against GRP pursuant to 770 ILCS 60/17, and reasonable attorney's fees and costs against Tessler pursuant to its contract with Tessler. Tessler's objection to paying Benson's reasonable attorney's fees and costs is overruled.

4. The right of INB, National Association ("INB") to challenge the validity and priority of Benson's mechanics lien claim as to INB is expressly preserved, and no ruling in this Order shall be construed as limiting arguments that INB may have as to the validity or priority of Benson's mechanics lien claim as against INB.

5. CBW's Motion for Summary Judgment is GRANTED as follows:
 - a. Judgment is granted to CBW and against GRP on Count I of CBW's Counterclaims in the amount of \$19,296.95.
 - b. Judgment is granted to CBW and against Tessler on Count II of CBW's Counterclaims in the amount of \$38,488.00.
 - c. Judgment is granted to CBW and against GRP on Count III of CBW's Counterclaims in the amount of \$38,488.00.
 - d. CBW is granted leave to file a petition seeking its reasonable attorney's fees, interest, and costs against GRP pursuant to 770 ILCS 60/17, and reasonable attorney's fees and costs against Tessler pursuant to its contract with Tessler. Tessler's objection to paying CBW's reasonable attorney's fees and costs is overruled.
6. D5's Motion for Summary Judgment is GRANTED as follows:
 - a. Judgment is granted to D5 and against GRP on Count I of D5's Amended Counterclaims in the amount of \$3,260.00.
 - b. Judgment is granted to D5 and against Tessler on Count II of D5's Counterclaims in the amount of \$10,714.78.
 - c. D5 is granted leave to file a petition seeking its reasonable attorney's fees, interest, and and costs against GRP pursuant to 770 ILCS 60/17, and reasonable attorney's fees and costs against Tessler pursuant to its contract with Tessler. Tessler's objection to paying D5's reasonable attorney's fees and costs is overruled.

7. Tessler's Motion to Authorize Receiver to Market Property for Sale is GRANTED as follows: the Receiver and his professionals are authorized to market the subject property for sale; to discuss potential sale terms with prospective purchasers, subject to party and Court approval; and to solicit and obtain offers or bids to purchase the subject property. The Receiver is not authorized to complete a sale of the subject property unless and until the Court grants the Receiver express approval to complete a sale of the subject property.

8. The Receiver is granted additional authority as follows:

- a. The Receiver may obtain insurance for the subject property on customary and commercially reasonable terms.
- b. The Receiver may perform routine maintenance on the subject property, including but not limited to grass-cutting and ensuring the property's security, so long as the sum total of the related costs does not exceed \$5,000.00.

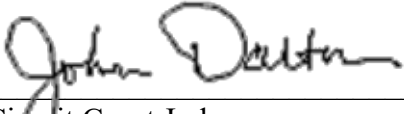
9. The oral motion by INB for leave to file a counterclaim for foreclosure is GRANTED. INB shall have until October 14, 2025, to file its counterclaim. Parties shall have 21 days thereafter to file a response.

10. This matter is set for status on INB's counterclaim and for a case management conference on November 13, 2025, at 9:00 a.m.

DATED:

Order prepared by:

/s/ Daniel Brown
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Circuit Court Judge

/s/ John Dalton 10/9/2025 9:47:40 a