

**INTERGOVERNMENTAL
ECONOMIC INCENTIVE AGREEMENT
(BRADFORD LOMBARD 1 LLC)**

This Intergovernmental Economic Incentive Agreement (Bradford Lombard 1 LLC) (the "Agreement") is entered into on this 5th day of July, 2016 (the "Effective Date") by and between the Village of Lombard, an Illinois municipal corporation (the "Village"), Lombard Elementary District 44, an Illinois school district (the "Elementary School District"), Glenbard Township High School District 87, an Illinois school district (the "High School District"), and Bradford Lombard 1 LLC, an Illinois limited liability company (the "Developer"). The Village, Elementary School District, High School District, and Developer are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

- A. The Village, the Elementary School District, and the High School District (sometimes referred to herein collectively as the "Units of Government" or individually as a "Unit of Government") deem it to be of significant importance to encourage development and redevelopment within their respective jurisdictions, so as to maintain a viable real estate tax and sales tax base and to increase employment opportunities.
- B. Pursuant to Article VII, Section 10 of the 1970 Illinois Constitution, the Units of Government have the authority to contract and otherwise associate amongst themselves, individuals, associations and corporations in any manner not prohibited by law or ordinance.
- C. Pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 through 220/9, the Units of Government have the authority to exercise, combine, transfer, and enjoy their powers, privileges, functions, or authority amongst themselves, except where specifically and expressly prohibited by law.

- D. The Units of Government are authorized under Section 18-165(a)(1)(A) of the Illinois Property Tax Code (35 ILCS 200/18-165(a)(1)(A)) to abate any portion of the real estate taxes from commercial or industrial properties within their respective jurisdictions in an amount not to exceed Four Million and No/100 Dollars (\$4,000,000) over a period not to exceed ten (10) years.
- E. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.
- F. The Village is authorized under Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any commercial enterprise, that are deemed necessary or desirable for the promotion of economic development within the Village.
- G. Developer is the contract purchaser of certain real property, located at 345 West Roosevelt Road and 435 West Roosevelt Road, Lombard, Illinois, as legally described and depicted on Exhibit A-1 and Exhibit A-2, respectively, attached hereto and made part hereof (the "Subject Property").
- H. Developer intends to improve the Subject Property by demolishing the existing K-Mart structure on the Subject Property, grading the soils on the Subject Property, other than the existing gas station site on the Subject Property as of the Effective Date, making certain improvements to the existing parking field, and constructing one (1) or more building pads thereon (the "Developer Improvements"), and upon completion of the

Developer Improvements, Developer intends to lease a portion of the Subject Property to a tenant (the "Tenant"), who intends to improve a portion of the Subject Property by constructing an approximately seventy-four thousand (74,000) square foot Mariano's grocery store (the "Grocery Store") and associated improvements to be occupied and operated by the Tenant (the Grocery Store and other improvements to the Subject Property constructed by the Tenant are the "Tenant Improvements"), as more fully described and depicted in Exhibit B-1, attached hereto and made a part hereof, with respect to the Developer Improvements, and in Exhibit B-2, attached hereto and made a part hereof, with respect to the Tenant Improvements. Together the Developer Improvements and the Tenant Improvements are the "Project." As used in this Agreement, "Lot 1" shall mean "Lot 1," "Lot 2" shall mean "Lot 2," and "Lot 3" shall mean "Lot 3," as each is depicted on the preliminary Plat of Subdivision for the Subject Property, attached hereto as Exhibit D and made a part hereof, and thereafter as Lot 1, Lot 2 and Lot 3 are respectively located on the final Plat of Subdivision for the Subject Property approved by the Village and recorded with DuPage County Recorder of Deeds.

- I. Subject to approval from the Illinois Department of Transportation ("IDOT"), the Village intends to construct the necessary public improvements within the dedicated right-of-ways of Finley Road and Roosevelt Road in relation thereto (the "Public Improvements"), as more fully described and depicted on Exhibit B-3 attached hereto and made part hereof.
- J. The estimated cost of the Project is Twenty Six Million No/100 Dollars (\$26,000,000.00) in total; with the estimated costs of the Developer Improvements being more fully set forth in Exhibit C-1, attached hereto and made part a part hereof, and with the estimated costs of the Tenant Improvements being more fully set forth in Exhibit C-2, attached hereto and made a part hereof, and with the estimated cost of the Public Improvements

being One Million Four Hundred Fifty Thousand and No/100 Dollars (\$1,450,000.00), as more fully set forth in Exhibit C-3, attached hereto and made part hereof.

K. Pursuant to 65 ILCS 5/8-11-20, the Village finds as follows:

1. As to the vacant portion of the Subject Property:
 - (a) said portion has remained vacant for at least one (1) year; or
 - (b) any buildings that were located thereon were demolished within the last year, and would have been found to qualify under subsection 2. below;
2. As to the developed portion of the Subject Property, the buildings located thereon:
 - (a) no longer comply in all respects with current building codes; or
 - (b) have remained less than significantly occupied or utilized for a period of at least one (1) year;
3. The Project is expected to create job opportunities within the Village;
4. The Project will serve to further the development of adjacent areas;
5. Without this Agreement, the Project would not be possible;
6. Developer meets/will meet the criteria set forth in 65 ILCS 5/8-11-20(6)(A), (B) and/or (C);
7. The Project will strengthen the commercial sector of the Units of Government;
8. The Project will enhance the tax base of the Units of Government; and
9. This Agreement is made in the best interests of the Units of Government.

L. The Parties acknowledge that Developer requires economic assistance from the Units of Government in order to complete the Developer Improvements, which Developer Improvements are an integral and necessary part of the Project, and that the Project would not be economically feasible, but for the economic assistance promised by the Units of Government in this Agreement, including the construction of the Public Improvements by the Village.

M. The economic assistance provided for in this Agreement shall reimburse Developer for some of the costs of the Developer Improvements, including acquisition of the Subject

Property, demolition of certain structures thereon, and site work thereon, however, none of the economic assistance provided for in this Agreement shall reimburse Tenant for the Tenant Improvements or Other Tenants (as defined in Section 2.03 below) for their improvements to the Subject Property.

- N. Because the Developer Improvements would not be economically feasible but for the economic assistance promised by the Units of Government in this Agreement: (i) the Elementary School District and the High School District agree to rebate to Developer a portion of the real estate taxes received from the Subject Property, with the real estate tax rebate providing a real estate tax incentive to Developer that is consistent in amount, limitations and practical effect with the real estate tax abatement as provided for pursuant to 35 ILCS 200/18-165(A)(1)(a); (ii) the Village agrees to rebate to Developer a portion of the real estate taxes received from the Subject Property; (iii) the Village agrees to construct the Public Improvements at the Village's cost; and (iv) the Village agrees to rebate to Developer a portion of the sales tax and place of eating tax generated by the Subject Property, all subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements herein made, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, the Parties hereby agree as follows:

ARTICLE I
RECITALS AS PART OF AGREEMENT

The Parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate, and incorporate such recitals into this Agreement as if fully set forth in this Article I.

ARTICLE II

OBLIGATIONS OF DEVELOPER

2.01 Condition Precedent. Each of the obligations specified in this Article II shall be a condition precedent to the Units of Government's financial undertakings in this Agreement. The Units of Government shall have no financial obligation under this Agreement unless Developer has satisfied each and every condition of this Article II.

2.02 Construction of the Project.

(A) Acquisition of the Subject Property shall be completed by Developer on or before August 31, 2016. The date Developer acquires the Subject Property shall be the "Acquisition Date." Developer shall provide the Village with written notice of Developer's acquisition of the Subject Property, advising the Village of the Acquisition Date, within thirty (30) days of Developer's acquisition of the Subject Property.

(B) Developer shall substantially complete the Developer Improvements on or before twenty four (24) months from the Acquisition Date, subject to the *force majeure* provisions of Section 5.01 hereof (the "Occupancy Deadline I"). Developer shall use commercially reasonable efforts to cause the Tenant Improvements to be substantially complete, with the Grocery Store open for business to the public, on or before sixty (60) months from the date Developer delivers the building pad to Tenant, subject to the *force majeure* provisions of Section 5.01 below (the "Occupancy Deadline II"). Developer shall provide the Village written notice of the date Developer provides the building pad to Tenant, advising the Village of the Occupancy Deadline II, within thirty (30) days of Developer's delivery of the building pad to Tenant. For purposes of this Section 2.02(B), "substantially complete" shall mean the completion of work sufficient for the use of the Developer Improvements and / or Tenant Improvements for their intended purpose, including such work necessary to obtain a certificate of occupancy from

the Village for the Developer Improvements and / or Tenant Improvements, if one is required, but excluding landscaping, if then unseasonable for the performance of such work, and excluding so-called punch list items that do not materially interfere with safe commercial use of the Developer Improvements and / or Tenant Improvements. The date on which the Project is open to the public for business shall be the "Occupancy Date." Notwithstanding any provision in this Agreement to the contrary, a default as defined in Section 5.03 below shall arise due to a breach of the foregoing covenants to substantially complete the Developer Improvements by the Occupancy Deadline I and the Tenant Improvements by the Occupancy Deadline II, and in such an event of default, this Agreement shall be terminable by the Units of Government if the event of default is not cured in accordance with the notice and cure period as set forth in Section 5.03 below.

- (C) The Developer Improvements shall be built in accordance with the terms of this Agreement and all applicable Federal, State, County, and Village laws, ordinances, rules and regulations, and in conformance with all applicable Village-approved documents relative to the Developer Improvements. Developer shall not knowingly cause or permit the existence of any violation of any Federal or State law, rule or regulation, or any County or Village ordinances, rules or regulations, including, but not limited to, the Village's Land Usage Codes (Article XV of the Lombard Village Code), and all rules and regulations thereunder, applicable to the Developer Improvements.
- (D) Developer shall pay, and shall require its contractors and subcontractors to pay, the prevailing rate of wages (as established under 820 ILCS 130/0.01 *et seq.* – the "Prevailing Wage Act") to all workers involved with the construction of the Developer Improvements, and shall comply with, and shall require its contractors

and subcontractors to comply with, the Prevailing Wage Act, relative to the construction of the Developer Improvements.

2.03 State Sales Taxes Information. Developer shall cause the Tenant, and any other tenant and / or business owner of a business which generates State Sales Taxes (as defined in Section 3.03(A)(2) below) on the Subject Property ("Other Tenants"), to obtain State Sales Taxes (as defined in Section 3.03(A)(2) below) identification numbers from the Illinois Department of Revenue for each of their respective business(es). Developer shall request Tenant and Other Tenants to supply the Village with copies of State Sales Taxes information for the Grocery Store and each of the Other Tenants' business(es), certified as true by an officer of Tenant or the Other Tenants at the request of the Village's Finance Director. Developer shall request Tenant and Other Tenants to represent and warrant that all such information produced to the Village pursuant to this provision is, and will be at all times in the future, true and accurate, and Developer shall request that Tenant and Other Tenants agree and acknowledge that the Village relies on the truth and accuracy of said information as a basis for its entering into this Agreement. Developer shall request Tenant and Other Tenants to submit to the Village an executed Illinois Department of Revenue form PTAX 1002-21 for the Grocery Store and each of the Other Tenants' business(es) with a reporting period no later than the Non-Real Estate Tax Rebate Commencement Date (as defined in Section 3.03(C) below) through the earlier of the termination of this Agreement or the date which is nineteen (19) years after the Non-Real Estate Tax Rebate Commencement Date (as defined in Section 3.03(C) below).

2.04 State Sales Taxes Reporting, Audits and Confidentiality.

(A) Developer shall request Tenant and Other Tenants to agree to provide the Village with written reports of all the State Sales Taxes (as defined in Section 3.03(A)(2) below) generated by the Grocery Store and each of the Other

Tenants' business(es) during each Quarterly Payment Period (as defined in Section 3.03(D) below) during the Sales Tax Rebate Term (as defined in Section 3.03(B)(1) below). Developer shall request Tenant and Other Tenants to certify such reports as true by an officer of Tenant and / or Other Tenants, and Developer shall request Tenant and Other Tenants to attach thereto certified copies of all monthly State of Illinois sales tax returns filed by Tenant and Other Tenants for each Quarterly Payment Period. Developer shall request Tenant and Other Tenants to deliver said reports to the Village on a quarterly basis before the fifteenth (15th) day following the end of the Quarterly Payment Period for which Tenant and Other Tenants are reporting.

- (B) Developer shall request Tenant and Other Tenants to agree that upon request, the Village shall have the right to audit Tenant's and Other Tenants' records of the Grocery Store sales, each of the Other Tenants' business(es) sales, and State Sales Taxes (as defined in Section 3.03(A)(2) below) returns from time-to-time. The Village hereby represents and warrants that any and all information regarding the Grocery Store sales, each of the Other Tenants' business(es) sales, and State Sales Taxes (as defined in Section 3.03(A)(2) below) returns shall be confidential and used only for the purpose of calculating any amounts due and owing to Developer pursuant to this Agreement. The Village and Developer acknowledge, and Developer shall request Tenant and Other Tenants to issue a written certification to the Village within thirty (30) days of the Occupancy Date and periodically thereafter as reasonably requested by the Village, that Grocery Store's sales, each of the Other Tenants' business(es) sales, and State Sales Taxes (as defined in Section 3.03(A)(2) below) information is financial information obtained from a business that is proprietary, privileged and/or confidential, and that disclosure of the Grocery Store's sales,

each of the Other Tenants' business(es) sales, and State Sales Taxes (as defined in Section 3.03(A)(2) below) information would cause competitive harm to Tenant and / or Other Tenants, and, therefore, such documents and information contained therein are not subject to disclosure pursuant to a request under the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.*, as amended (the "FOIA"). Developer agrees, and Developer shall request the Tenant and Other Tenants to agree, that the Village's compliance with any court order or direction from the Illinois Attorney General Public Access Counselor to produce information or documents shall not subject the Village to any liability hereunder for said information release.

- 2.05 Real Estate Taxes and Other Charges. Developer hereby covenants and agrees to promptly pay or cause to be paid before becoming delinquent any and all real estate taxes and governmental charges of general applicability that may at any time be lawfully finally assessed with respect to the Project and the Subject Property. In the event that any assessment appeal is filed with respect to the Subject Property either at the Property Tax Appeal Board, in the Circuit Court as a valuation objection, or by the filing of a certificate of error application, to the extent such assessment appeal is successful in reducing the tax liability in any particular year, but the Real Estate Taxes for such year were paid in full without regard to such proceeding and the taxpayer receives a refund in accordance therewith, the Units of Government shall be entitled to a proportional set off in the amount of the reduction against its respective next rebate payment of Village Developer Real Estate Taxes or Non-Village Developer Real Estate Taxes. (For example, if the taxes assessed against and paid for a parcel are \$100,000 in any tax year and an assessment appeal is made which results for such tax year in a reduction of taxes to \$80,000 and a refund \$20,000 to the taxpayer, then each Unit of Government's respective Village Developer Real Estate Taxes or Non-Village Developer Real Estate

Taxes rebated for the next following rebate payment(s) by each Unit of Government would be reduced by each Unit of Government's respective percentage of the \$20,000 reduction.) Likewise, in the event a successful rate objection is filed for the Subject Property, the Unit of Government negatively affected by such objection, provided that the Real Estate Taxes were paid in full without regard to such rate objection, shall have its respective rebate of Village Developer Real Estate Taxes or Non-Village Developer Real Estate Taxes for the following tax year reduced by the amount of the reduction and taxpayer refund attributable to the tax rate objection. In the event that an assessment appeal and/or a tax rate objection is resolved and a refund is issued to Developer following the completion of the Non-Village Real Estate Tax Rebate Term or the Village Real Estate Tax Rebate Term, as the case may be, for the Subject Property, and the refund relates to a tax year that was subject to a rebate of Village Developer Real Estate Taxes or Non-Village Developer Real Estate Taxes, Developer shall refund to all, or the effected, as the case may be, Unit(s) of Government, the proportional amount of the taxes relating to the amount refunded to Developer. This Section 2.05 shall survive the term of the Agreement.

2.06 Units of Government Cost Recovery. Developer shall reimburse the Units of Government for their third party costs, including, but not limited to, reasonable attorney's fees, incurred by them in regard to the preparation and review of this Agreement.

2.07 Certification of Project Costs. Developer shall supply the Village with a statement of the costs of the Developer Improvements certified as true by an officer of Developer. Developer shall represent and warrant that the information produced to the Village pursuant to this Section 2.07 is, and will be at all times in the future, true and accurate in all material aspects, and agrees and acknowledges that the Village may, and does, rely on the truth and accuracy of said information as a basis for its entering into this Agreement.

2.08 No Breach. Developer shall not be in material breach of any term of this Agreement beyond any applicable notice and cure period.

ARTICLE III
UNITS OF GOVERNMENT OBLIGATIONS AND UNDERTAKINGS

3.01 Economic Incentive.

- (A) Developer shall receive an economic incentive under this Agreement in an amount not to exceed the total principal amount of Three Million and No/100 Dollars (\$3,000,000.00) (the "Incentive Principal Amount"), plus interest as set forth in Section 3.01(B) below.
- (B) The Incentive Principal Amount, as reduced from time to time, by the payments referenced in Sections 3.02(D), 3.03(D), and 3.04(D) below, shall accrue simple interest at the rate of Six Percent (6%) per twelve (12) month period after the Acquisition Date, which interest shall accrue on a daily basis (the "Incentive Interest Amount"). The amount of both the Incentive Principal Amount and the Incentive Interest Amount, as remaining due from time to time, are together the "Incentive Total Amount." Interest shall not accrue on the Incentive Interest Amount. If the Occupancy Date has not occurred within eighteen (18) months from the Acquisition Date, interest on the Incentive Principal Amount shall be tolled and shall not accrue again until the Occupancy Date occurs. Developer acknowledges that the Incentive Total Amount may not be paid in full if the term of this Agreement ends before full payment of the Incentive Total Amount is made.
- (C) The Incentive Total Amount shall be paid solely from, and to the extent there are available, Village Developer Real Estate Taxes (as defined in Section 3.02(A)(4) below), Non-Village Developer Real Estate Taxes (as defined in Section

3.02(A)(5) below), Developer Sales Taxes (as defined in Section 3.03(A)(6) below), and Developer Place of Eating Taxes (as defined in Section 3.04(A)(5) below). Payment of the Incentive Total Amount, or any portion thereof, is not a general obligation of the Village, the Elementary School District, or the High School District. The Village Developer Real Estate Taxes, Non-Village Developer Real Estate Taxes, Developer Sales Taxes, and Developer Place of Eating Taxes are the sole source of funds to pay the Incentive Total Amount.

- (D) All payments towards the Incentive Total Amount shall be first applied to the then existing Incentive Interest Amount and then to the then existing remaining Incentive Principal Amount. The Village may, in its discretion, make additional payments towards the Incentive Total Amount in addition to those payments required by this Agreement, but such additional payments may only be made from the Village's share of the Real Estate Taxes (as defined in Section 3.02(A)(1) below), State Sales Taxes (as defined in Section 3.03(A)(2) below), or Place of Eating Taxes (as defined in Section 3.04(A)(1) below).
- (E) Upon payment of the Incentive Total Amount, no Unit of Government shall have any further financial obligation to Developer under this Agreement and this Agreement shall terminate. The date the Incentive Total Amount has been paid shall be the "Incentive Total Amount Satisfaction Date."
- (F) In the event that the development of Lot 2 and / or Lot 3 on the Subject Property is unreasonably compromised due to codes, standards, regulations, or orders of any governmental agency, Developer and the Village agree to negotiate in good faith for an amendment to this Agreement to address the potential loss of Project revenue resulting from such code, standard, regulation, or order which would result in a material reduction in the timely payment of the Incentive Total Amount. Negotiation for an amendment to this Agreement shall only be by and between

Developer and the Village, and shall not affect the rights or obligations of the Non-Village Districts (as defined in Section 3.02(A)(5) below).

3.02 Real Estate Tax Incentive.

(A) Definitions.

- (1) "Real Estate Taxes" shall be the real estate taxes generated by the Subject Property received by each of the respective Units of Government, including any taxes hereafter replacing real estate taxes.
- (2) "Base Real Estate Taxes" shall be the real estate taxes received by each of the respective Units of Government for 2015 real estate taxes, paid during 2016, which are generated by the Subject Property, as follows:
 - (i) Village: Fourteen Thousand Seven Hundred Fifty One and 89/100 Dollars (\$14,751.89);
 - (ii) Elementary School District: Ninety Four Thousand One Hundred Two and 16/100 Dollars (\$94,102.16); and
 - (ii) High School District: Fifty Five Thousand Thirty Nine and 23/100 Dollars (\$55,039.23).
- (3) "Developer Real Estate Tax Allocation" shall be Fifty Percent (50%).
- (4) "Village Developer Real Estate Taxes" shall be: (i) those Real Estate Taxes generated by the Subject Property, which are distributed by the County and received by the Village during the year of the Real Estate Tax Rebate Commencement Date (as defined in Section 3.02(C) below), and during each of the nineteen (19) years thereafter; (ii) less the Village's Base Real Estate Taxes; and (iii) then multiplied by the Developer Real Estate Tax Allocation.
- (5) "Non-Village Developer Real Estate Taxes" shall be, with respect to each of the Elementary School District and the High School District (collectively the "Non-Village Districts"): (i) the Real Estate Taxes generated by the

Subject Property which are distributed by the County and received by the Non-Village Districts during the year of the Real Estate Tax Rebate Commencement Date, and during each of the nine (9) years thereafter; (ii) less the respective Base Real Estate Taxes of each of the Non-Village Districts; and (iii) then multiplied by the Developer Real Estate Tax Allocation.

(B) Assistance.

- (1) Upon satisfaction by Developer of all of the conditions stated in Article II of this Agreement, the Village shall pay to Developer an amount equal to the Village Developer Real Estate Taxes. Said payments shall be made by the Village to Developer for a period of twenty (20) years from the Real Estate Tax Rebate Commencement Date (the "Village Real Estate Tax Rebate Term"). At the earlier of the end of the Village Real Estate Tax Rebate Term or the Incentive Total Amount Satisfaction Date, all future Village Developer Real Estate Taxes generated by the Subject Property shall be retained by the Village.
- (2) Upon satisfaction by Developer of all of the conditions stated in Article II of this Agreement, the Elementary School District and the High School District shall each separately and individually pay to the Village, using the payment procedure set forth in Section 3.02(D) below, an amount equal to its respective portion of the Non-Village Developer Real Estate Taxes. Said payments shall be made by each of the Elementary School District and the High School District to the Village, using the payment procedure set forth in Section 3.02(D) below, for a period of ten (10) years from the Real Estate Tax Rebate Commencement Date (the "Non-Village Real Estate Tax Rebate Term"). At the earlier of the end of the Non-Village

Real Estate Tax Rebate Term or the Incentive Total Amount Satisfaction Date, all future Non-Village Developer Real Estate Taxes generated by the Subject Property shall be retained, respectively, by the Elementary School District and the High School District.

- (3) Notwithstanding any provision in this Agreement to the contrary, the Non-Village Developer Real Estate Taxes paid to Developer shall not exceed the aggregate amount of Four Million and No/100 Dollars (\$4,000,000.00).
- (C) Commencement Date. The commencement date of the Village Real Estate Tax Rebate Term and the Non-Village Real Estate Tax Rebate Term shall be defined as the January 1st of the second year following the year in which the Occupancy Date occurs (the "Real Estate Tax Rebate Commencement Date"), provided that Developer has satisfied all of the conditions of Article II of this Agreement, to the extent said conditions can be satisfied as of the Real Estate Tax Rebate Commencement Date. The Village shall confirm to the other Units of Government, from time to time, whether Developer has satisfied the conditions of Article II of this Agreement.
- (D) Payment Procedure.
- (1) After the Real Estate Tax Rebate Commencement Date, as long as Developer is in compliance with the conditions of Article II of this Agreement, during the Village Real Estate Tax Rebate Term, the Village shall calculate and pay to Developer the Village Developer Real Estate Taxes three (3) times a year, no later than the last day of February, July, and October of each year during the Village Real Estate Tax Rebate Term, or if any of those dates do not fall on a business day, the next business day thereafter. The first payment by Village to Developer of

Village Developer Real Estate Taxes during the Village Real Estate Tax Rebate Term shall occur on the last day of July of the first year of the Village Real Estate Tax Rebate Term, and, notwithstanding any provision in this Agreement to the contrary, the final payment by Village to Developer of Village Developer Real Estate Taxes during the Village Real Estate Tax Rebate Term shall occur on the last day of February of the year following the final year of the Village Real Estate Tax Rebate Term.

- (2) After the Real Estate Tax Rebate Commencement Date, as long as Developer is in compliance with the conditions of Article II of this Agreement, during the Non-Village Real Estate Tax Rebate Term, the Elementary School District and the High School District shall each calculate and pay to the Village their respective Non-Village Developer Real Estate Taxes no later than October 15 of each year during the Non-Village Real Estate Tax Rebate Term, or if that date does not fall on a business day, the next business day thereafter, during the Non-Village Real Estate Tax Rebate Term. The Village shall thereafter pay over to Developer the Non-Village Developer Real Estate Taxes received by the Village from the Elementary School District and the High School District, no later than the last day of October of each year during the Non-Village Real Estate Tax Rebate Term, or if that date does not fall on a business day, the next business day thereafter, during the Non-Village Real Estate Tax Rebate Term. The first payment of Non-Village Developer Real Estate Taxes by the Elementary School District and the High School District to the Village during the Non-Village Real Estate Tax Rebate Term shall occur on October 15 of the first year of the Non-Village Real Estate Tax Rebate Term, and notwithstanding any provision in this

Agreement to the contrary, the final payment of Non-Village Developer Real Estate Taxes by the Elementary School District and the High School District to the Village during the Non-Village Real Estate Tax Rebate Term shall occur on October 15 of the year following the final year of the Non-Village Real Estate Tax Rebate Term, and the Village shall thereafter pay over to Developer the final Non-Village Developer Real Estate Taxes received by the Village no later than the last day of February of the year following the final year of the Non-Village Real Estate Tax Rebate Term.

3.03 Sales Tax Incentive.

(A) Definitions.

- (1) "Non-Home Rule Sales Taxes" shall be those taxes generated by the Subject Property and received by the Village pursuant to the Non-Home Rule Municipal Retailers' Occupation Tax Act, 65 ILCS 5/8-11-1.3, as amended, and the Non-Home Rule Municipal Service Occupation Tax Act, 65 ILCS 5/8-11-1.4, as amended, or any taxes received by the Village as a replacement for the taxes currently received pursuant to the Non-Home Rule Municipal Retailers' Occupation Tax Act or the Non-Home Rule Municipal Service Occupation Tax Act.
- (2) "State Sales Taxes" shall be those taxes generated by the Subject Property and received by the Village during each of the two hundred twenty eight (228) months, or during each of the two hundred forty (240) months, if the Extended Term (as defined in Section 3.03(B)(2) below) condition in Section 3.03(B)(2) below is met, after the Non-Real Estate Tax Rebate Commencement Date (as defined in Section 3.03(C) below), pursuant to the Retailers' Occupation Tax Act, 35 ILCS 120/1, *et seq.*, as

amended, and the Service Occupation Tax Act, 35 ILCS 115/1, *et seq.*, as amended, or any taxes received by the Village as a replacement for the taxes currently received pursuant to the Retailers' Occupation Tax Act or the Service Occupation Tax Act.

- (3) "Village's Quarterly Base Sales Taxes" shall be an amount not to exceed Ten Thousand and No/100 Dollars (\$10,000.00) of State Sales Taxes generated by Lot 2 and Lot 3 on the Subject Property (the "Sales Tax Base Parcels"). The Sales Tax Base Parcels shall exclude any State Sales Taxes generated by the Grocery Store on Lot 1 on the Subject Property. If the Sales Tax Base Parcels do not generate Ten Thousand and No/100 Dollars (\$10,000.00) of State Sales Taxes during a quarter, the Village's Quarterly Base Sales Taxes shall be, for that quarter, the State Sales Taxes generated by the Sales Tax Base Parcels. The Village may determine, in its reasonable discretion, to reduce the Village's Quarterly Base Sales Taxes, in whole or part, for a length of time determined by the Village, in its reasonable discretion, because Developer has requested such a reduction, and because Developer is undertaking development on either of the Sales Tax Base Parcels.
- (4) "Village Sales Taxes" shall be the first Twenty Percent (20%) of State Sales Taxes generated by the Subject Property, above the Village's Quarterly Base Sales Taxes, during each Quarterly Payment Period (as defined in Section 3.03(D) below) during the two hundred twenty eight (228) months, or during the two hundred forty (240) months, if the Extended Term (as defined in Section 3.03(B)(2) below) condition in Section 3.03(B)(2) below is met, after the Non-Real Estate Tax Rebate Commencement Date.

- (5) "Developer Sales Tax Allocation" shall be Fifty Percent (50%).
- (6) "Developer Sales Taxes" shall be, on a quarterly basis: (i) those State Sales Taxes distributed by the State and received by the Village, less the Village's Quarterly Base Sales Taxes; (ii) then less the Village Sales Taxes; and (iii) then multiplied by the Developer Sales Tax Allocation. "Developer Sales Taxes" shall not include any Non-Home Rule Sales Taxes received by the Village.

(B) Assistance.

- (1) Upon satisfaction by Developer of all of the conditions stated in Article II of this Agreement, the Village shall pay to Developer an amount equal to the Developer Sales Taxes. Said payments shall be made by the Village to Developer for a period of two hundred twenty eight (228) months, or for a period of two hundred forty (240) months, if the Extended Term (as defined in Section 3.03(B)(2) below) condition in Section 3.03(B)(2) below is met, from the Non-Real Estate Tax Rebate Commencement Date (the "Sales Tax Rebate Term"). At the earlier of the end of the Sales Tax Rebate Term or the Incentive Total Amount Satisfaction Date, all future State Sales Taxes generated by the Subject Property shall be retained by the Village.
- (2) If the Place of Eating Taxes (as defined in Section 3.04(A)(1) below) tax rate is below one and a half percent (1.5%) from the Occupancy Date through the end of the Sales Tax Rebate Term and the Place of Eating Tax Rebate Term, the length of the Sales Tax Rebate Term and the Place of Eating Tax Rebate Term (as defined in Section 3.04(B) below) shall be extended from two hundred twenty eight (228) months to two hundred forty (240) months (the "Extended Term").

- (C) Commencement Date. The commencement date of the Sales Tax Rebate Term shall be defined as the first (1st) of the month following the Occupancy Date (the “Non-Real Estate Tax Rebate Commencement Date”), provided that Developer has satisfied all of the conditions of Article II of this Agreement, to the extent said conditions can be satisfied as of the Non-Real Estate Tax Rebate Commencement Date.
- (D) Payment Procedure. After the Non-Real Estate Tax Rebate Commencement Date, as long as Developer is in compliance with the conditions of Article II of this Agreement, during the Sales Tax Rebate Term, the Village shall calculate and pay to Developer the Developer Sales Taxes, relative to each three (3) month period commencing with the Non-Real Estate Tax Rebate Commencement Date (a “Quarterly Payment Period”), within forty-five (45) days of the Village’s receipt of Developer Sales Taxes with respect to each Quarterly Payment Period. Notwithstanding any provision in this Agreement to the contrary, the final payments by the Village to Developer of Developer Sales Taxes shall occur after the Sales Tax Rebate Term has ended, for the final Quarterly Payment Period, and, if not theretofore paid to Developer in full, for every preceding Quarterly Payment Period, or portion thereof, accruing during the Sales Tax Rebate Term. It is the intent of the Parties that Developer shall be paid all Developer Sales Taxes accrued during the Sales Tax Rebate Term, even if received by the Village after the end of the Sales Tax Rebate Term.

3.04 Place For Eating Tax Incentive.

(A) Definitions.

- (1) “Place of Eating Taxes” shall be those taxes generated by the Subject Property and received by the Village during each of the two hundred twenty eight (228) months, or during each of the two hundred forty (240)

months, if the Extended Term condition in Section 3.03(B)(2) above is met, after the Non-Real Estate Tax Rebate Commencement Date pursuant to the Village's tax on the gross receipts of places for eating, Lombard Village Code, Section 98.111, as amended, or any taxes received by the Village as a replacement for the taxes currently received pursuant to the Village's tax on the gross receipts of places for eating pursuant to Section 98.111 of the Lombard Village Code.

(2) "Village Place of Eating Taxes" shall be the first Twenty Percent (20%) of Place of Eating Taxes generated by the Subject Property, which are received by the Village during each of the two hundred twenty eight (228) months, or during each of the two hundred forty (240) months, if the Extended Term condition in Section 3.03(B)(2) above is met, after the Non-Real Estate Tax Rebate Commencement Date.

(4) "Developer Place of Eating Tax Allocation" shall be Fifty Percent (50%).

(5) "Developer Place of Eating Taxes" shall be: (i) those Place of Eating Taxes received by the Village, less the Village Place of Eating Taxes; (ii) multiplied by the Developer Place of Eating Tax Allocation.

(B) Assistance. Upon satisfaction by Developer of all of the conditions stated in Article II of this Agreement, the Village shall pay to Developer an amount equal to the Developer Place of Eating Taxes. Said payments shall be made by the Village to Developer for a period of two hundred twenty eight (228) months, or for a period of two hundred forty (240) months, if the Extended Term condition in Section 3.03(B)(2) above is met, after the Non-Real Estate Tax Rebate Commencement Date (the "Place of Eating Tax Rebate Term"). At the earlier of the end of the Place of Eating Tax Rebate Term or the Incentive Total Amount

Satisfaction Date, all future Place of Eating Taxes generated by the Subject Property shall be retained by the Village.

(C) Commencement Date. The commencement date of the Place of Eating Tax Rebate Term shall be the Non-Real Estate Tax Rebate Commencement Date, provided that Developer has satisfied all of the conditions of Article II of this Agreement, to the extent said conditions can be satisfied as of the Non-Real Estate Tax Rebate Commencement Date.

(D) Payment Procedure. After the Non-Real Estate Tax Rebate Commencement Date, as long as Developer is in compliance with the conditions of Article II of this Agreement, during the Place of Eating Tax Rebate Term, the Village shall calculate and pay to Developer the Developer Place of Eating Taxes, relative to each Quarterly Payment Period, within forty-five (45) days of the Village's receipt of Developer Place of Eating Taxes with respect to each Quarterly Payment Period. One (1) final payment by the Village to Developer of Developer Place of Eating Taxes shall occur after the Place of Eating Tax Rebate Term has ended, for the final Quarterly Payment Period, and, if not theretofore paid to Developer in full, for every preceding Quarterly Payment Period, or portion thereof, occurring during the Place of Eating Rebate Term. It is the intent of the Parties that Developer shall be paid all Developer Place of Eating Taxes accruing during the Place of Eating Tax Rebate Term, even if received by the Village after the end of the Place of Eating Tax Rebate Term.

3.05 Public Improvements. The Village shall cause the construction of the Public Improvements set forth in Exhibit B-3 at the Village's cost and expense, subject to the conditions in this Section 3.05. The Public Improvements are limited to improvements within the dedicated right-of-way of Finley Road and Roosevelt Road. The Public Improvements do not include any improvements to property outside of the dedicated

right-of-way of Finley Road and Roosevelt Road as such dedicated rights-of-ways may be expanded after the Effective Date. The Public Improvements shall be made on the following basis, subject to the conditions in this Section 3.05, as reflected in Exhibit B-3:

- (A) If IDOT approves a new traffic control signal at the intersection of Roosevelt Road and the private driveway location on the Subject Property approximately seven hundred forty feet (740') east of Finley Road, the IDOT-approved traffic signal shall be included in the Public Improvements to be constructed by the Village, and the Village shall construct the IDOT-approved traffic control signal and all associated poles, boxes and cabling, however, if IDOT never approves the traffic control signal, the traffic control signal shall not be included in the Public Improvements to be constructed by the Village;
- (B) With respect to the Public Improvements on Roosevelt Road, and any other right of way or roadway improvements required by IDOT, they shall be designed and constructed by the Village at the Village's sole cost and expense in accordance with all applicable IDOT standards and requirements;
- (C) The Public Improvements shall include all customary curbs, gutters, sidewalks, drainage, landscaping, utilities, signage, lighting, painting and all other associated streetscape and hardscape elements, including any required power pole relocation or other utility or public property relocation;
- (D) The Public Improvements shall be completed and operational by the Occupancy Date (the "Public Improvements Deadline"), except that the traffic control signal set forth in Section 3.05(A) may not be completed before the Public Improvements Deadline, but the traffic control signal shall be completed within a reasonable amount of time after IDOT's approval thereof; and
- (E) If IDOT approves the new traffic control signal set forth in Section 3.05(A) above, from and after the Public Improvements Deadline, until the traffic control signal is

fully operational, the Village shall, on a peak demand basis as reasonably requested by the Tenant, provide emergency service officers to control traffic and allow full turning movements (left in/out; right in/out) at the location for the traffic control signal (the "Traffic Control Services"). Developer shall cause Tenant to meet with the Village to determine the appropriate level of staff support by mutual agreement. The level of staffing and definition of peak period will be reviewed on a regular basis by the Tenant and the Village in an effort to make sure the Village maintains the most efficient use of its staffing and monetary resources, in light of Tenant's needs for safe and smooth access for its customers. Furthermore, in the event that an emergency incident occurs during the peak traffic period, that is a threat to the public health, safety and welfare of the community, the Village may re-assign its personnel in response to such an incident, in the Village's sole and absolute discretion. Provided Tenant has acted in a commercially reasonable manner, in regard to the definition and scope of the peak period and the appropriate level of staffing at the location for the traffic control signal, during Tenant's negotiations with the Village, if as a result of Village's actions pursuant to the preceding sentence, or as a result of the Village and Tenant failing to agree on the level of staffing or definition of peak period as contemplated above, Tenant hires private traffic control personnel or a company to perform all, or a portion of, the Traffic Control Services (the "Traffic Contractor"), the Village shall not prohibit the Traffic Contractor from operating in the public right-of-way, so long as the Traffic Contractor is operating safely and lawfully, and the Village shall reimburse Tenant or Developer, as applicable, for the reasonable costs incurred in hiring the Traffic Contractor. If Tenant hires a Traffic Contractor, the Traffic Contractor shall not operate in the public right-of-way until and unless it has first provided the Village with a certificate of insurance relative to for any

insurance policies held by Traffic Contractor that are applicable to its work under this Agreement, or relative to any insurance policies required of Traffic Contractor by Tenant and/or Developer, naming the Village as and additional insured. If Tenant hires the Traffic Contractor, Developer will request that Tenant require the Traffic Contractor to add the Village's officers, employees and agents to any indemnification and / or hold harmless provisions that Tenant receives from the Traffic Contractor. If Tenant hires the Traffic Contractor, Developer will request that the Tenant cause the Traffic Contractor to add the Village's officers, employees and agents to any of the Traffic Contractor's insurance policies required of the Traffic Contractor by Tenant.

3.06 Construction Interest Payback. If title to the Subject Property is conveyed or sold before the term of this Agreement has ended, the then remaining Incentive Principal Amount shall be reduced by an amount calculated as "D" in the following formula:

$$A \times \frac{B}{C} = D$$

Where "A" is the amount of the Incentive Interest Amount accrued between the Acquisition Date and the Occupancy Date, where "B" is the number of months obtained by subtracting the number of months between the date of the sale or conveyance of the Subject Property and the Acquisition Date from two hundred twenty eight (228), or two hundred forty (240), if the Extended Term condition in Section 3.03(B)(2) above is met, where "C" is two hundred twenty eight (228) months, or two hundred forty (240), if the Extended Term condition in Section 3.03(B)(2) above is met, and where "D" is the amount of the reduction to then remaining Incentive Principal Amount. Provided, however, that the following sales and conveyances of the Subject Property are exempt from the reduction set forth in this Section 3.06, from Developer to: (i) Tenant; (ii) Developer's lender for the Developer Improvements ("Developer's Lender"); (iii) an Affiliate of Tenant; (iv) an Affiliate of Developer; or (v) an Affiliate of Developer's Lender.

For purposes of this Section 3.06, the term "Affiliate" with respect to the Tenant, Developer, or Developer's Lender shall mean a corporation, partnership, limited liability company, trust, association or other entity or a natural person or persons that, directly or indirectly, owns or controls Fifty Percent (50%) or more of such entity, or is Fifty Percent (50%) or more owned or controlled by such entity, or is under not less than Fifty Percent (50%) common ownership or control with such entity.

3.07 Additional Obligations.

- (A) Statutory Reference. This Agreement is issued pursuant to the Omnibus Bond Acts (5 ILCS 70/8).
- (B) Registered Form. The Units of Government recognize that Section 149 of the Internal Revenue Code of 1986 (the "Internal Revenue Code") requires the Agreement to be issued and to remain in fully registered form in order that the Incentive Interest Amount is exempt from federal income taxation under laws in force at the time the Agreement is delivered. In this regard, the Units of Government agree that they will not take any action to permit the Agreement to be issued in or converted into, bearer or coupon form.
- (C) IRS Form 8038-G. The Village, on behalf of the Units of Government, shall promptly execute and file with the Internal Revenue Service an IRS Form 8038-G, Information Return for Tax-Exempt Governmental Obligations which shall be prepared by bond counsel hired by Developer ("Bond Counsel"). The Units of Government consent to the use of Louis F. Cainkar Ltd. as Bond Counsel. All expenses of Bond Counsel shall be the responsibility of and paid by Developer. The opinion letter(s) of Bond Counsel regarding the status of this Agreement under the Internal Revenue Code shall be addressed and delivered to Developer and the Units of Government.

(D) General Covenants. The Units of Government covenant and agree with Developer that, so long as payments on the Agreement remain outstanding and unpaid:

- (1) The Units of Government will punctually pay the Incentive Total Amount only from taxes of general applicability, namely the Village Developer Real Estate Taxes, the Non-Village Developer Real Estate Taxes, the Developer Sales Taxes, and the Developer Place of Eating Taxes (collectively, the "Pledged Taxes").
- (2) The Units of Government will keep or cause to be kept, proper books of record and accounts, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Pledged Taxes. Subject to Section 5.17 below, such books of record and accounts shall at all times during business hours be subject to the inspection of Developer, or their representatives authorized in writing.
- (3) No portion of the Incentive Total Amount is under the terms of the Agreement, any Resolution or Ordinance authorizing the Agreement or any underlying arrangement, directly or indirectly, secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or borrowed money used or to be used for a private business use.
- (4) The Units of Government will not take any action or fail to take any action with respect to the Agreement that would result in the loss of the exclusion from gross income for federal tax purposes of the Incentive Interest Amount under the Agreement pursuant to Section 103 of the

Internal Revenue Code, nor will the Units of Government act in any other manner which would adversely affect such exclusion. It shall not be an event of default under any Resolution or Ordinance approving the Agreement, or under the Agreement, if the Incentive Interest Amount in the Agreement is not excludable from gross income for federal tax purposes otherwise pursuant to any provision of the Internal Revenue Code which is not currently in effect and in existence on the date of issuance of the Agreement.

- (E) Sophisticated Investor Letter. Developer shall execute a sophisticated investor letter, in such form as approved by the Units of Government, containing such terms regarding the quality of its investment in the Agreement and its intent to act as a qualified institutional investor for its own account and not with a view towards distribution.
- (F) Indemnity for Internal Revenue Service Audits. Developer agrees to reimburse the Non-Village Districts for any fees and costs incurred by them in connection with Internal Revenue Service examinations or audit(s) of the Agreement or the transactions contemplated herein.

ARTICLE IV
PROJECT CONSTRUCTION REQUIREMENTS

- 4.01 Pursuant to Chapter 16 of the Lombard Village Code, Developer shall pay Developer's portion of all "costs," as said term is defined in Section 16.02 of the Lombard Village Code, incurred by the Village relative to the Project, and shall pay all utility connection and permit fees in connection with the construction of the Developer Improvements. The Village may withhold or issue stop work orders with respect to any permit if Developer has failed or refused to comply in all material aspects with this Agreement or applicable law.

- 4.02 Developer agrees that it shall repair, and, if necessary, reconstruct, and / or cause Tenant to repair, or, if necessary, reconstruct, at Developer's or Tenant's sole cost and expense, as the case may be, any driveway, road, parking area, sidewalk, curb, landscaping, or other property of the Village or others, which is damaged by Developer, Tenant, or either of their respective contractors, during or as a result of the initial construction of the Project, to at least the condition in which it existed prior to the start of construction, or as required by law, whichever is more restrictive.
- 4.03 Developer shall post such surety bond, and Developer shall cause the Tenant to post such surety bond, as required by the Lombard Village Code, relative to any work in relation to the Project.
- 4.04 It is expressly agreed and understood by Developer that the terms of this Agreement shall be binding and applicable to all of the contractors working on the Subject Property and/or adjacent public land or rights-of-way, in relation to the construction of the Developer Improvements (a "Developer Contractor"). Developer shall ensure that each Developer Contractor is aware of the obligations imposed under this Agreement and shall take such measures to ensure each Developer Contractor complies herewith at all times. Developer shall be liable for non-compliance with applicable provisions of this Agreement by a Developer Contractor, and shall promptly notify the Village, in the event Developer is aware of any Developer Contractor's failure or refusal to comply herewith. It is expressly agreed and understood that in the event of a breach of the provisions of this Agreement by any Developer Contractor, the Village will look solely to Developer, and Developer hereby accepts responsibility on behalf of any such Developer Contractor.
- 4.05 Developer shall deliver to the Village a progress report at the conclusion of each month following the commencement of the construction of the Project, which report shall describe the status of the work on the Project, any proposed changes to the construction schedule, and any proposed or revised completion date, if necessary, due to *force*

majeure. Developer shall meet with the Village as appropriate, and make presentations thereto as reasonably requested, in order to keep the Village apprised of the progress of the Project. Developer shall provide available information, including, without limitation, engineering analyses and architectural analyses at any such progress meetings, as may be reasonably requested by the Village, or as may be appropriate to provide an accurate progress report.

- 4.06 Following the commencement of the construction of the Project, Developer shall use commercially reasonable efforts to continue the construction of the Developer Improvements without interruption or delay, and otherwise diligently pursue and prosecute the construction of the Project to completion, subject to the *force majeure* provisions of Section 5.01 below.
- 4.07 Developer shall ensure all construction materials, equipment and machinery for the Developer Improvements are staged on the Subject Property. No access to areas outside the boundaries of the Subject Property shall be allowed for said activities, unless specifically authorized by the Village in writing.
- 4.08 Except for the Public Improvements, Developer shall be responsible, at its sole cost and expense, for the construction of any and all sanitary sewer lines, storm water management facilities, water mains, sidewalks, right-of-way improvements, parkway improvements, and all other improvements necessary in order to construct and service the Project in compliance with the final engineering plans to be submitted by Developer and approved by the Village and/or IDOT, whichever jurisdiction is applicable. In this regard, Developer shall have the right to tap into public sanitary sewer lines, storm water sewer lines, and water mains for use with the Project, subject to any permit fees, or connection fees or obligations applicable thereto. The Village warrants to Developer that there are no recapture fees with regard to the Village-owned public sanitary sewer lines, storm water sewer lines, and water mains serving the Subject Property, and there are no

impact fees due under the Lombard Village Code to any unit of government in relation to the Project.

4.09 Developer hereby agrees to defend, indemnify and hold harmless each Unit of Government, and each of their respective officers, employees and agents (the "Units of Government Parties"), from and against, and to pay on behalf of, or reimburse as and when incurred, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, of whatever kind and nature, which may be imposed on or incurred by the Units of Government Parties, related to this Agreement, the Subject Property or the Project, including, without limitation, any challenge to the authority of the Non-Village Districts' authority to enter into this Agreement and to provide the Non-Village Real Estate Tax Rebate, Project construction performed pursuant to this Agreement and the non-compliance by the Tenant or Other Tenants, and / or the Tenant's or Other Tenant's contractors and / or their respective subcontractors, with the Prevailing Wage Act, to the extent applicable, relative to the construction of the Tenant Improvements or other initial improvements by them on the Subject Property. Developer's obligation to provide the Units of Government Parties a defense, indemnity and hold harmless herein shall exclude, with respect to each Unit of Government and its respective Units of Government Parties, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, of whatever kind and nature either expressly undertaken pursuant to this Agreement or resulting from any willful and wanton acts or omissions of the Units of Government Parties. The foregoing exclusion of expressly undertaken obligations shall not exclude Developer's obligations under this Section 4.09 relating to a challenge to the authority of the Non-Village Districts. A willful and wanton act or omission shall only exclude coverage from the defense, indemnity and hold harmless owed by Developer herein with respect to the particular Unit of Government, or its respective officers, employees and

agents, that acted willfully and wantonly or made such an omission. Developer shall provide the Village with evidence of such insurance as required by the Lombard Village Code relative to the Developer Improvements. For purposes of this Section, the fact that this Agreement is silent, as to the applicability of the Prevailing Wage Act to the Tenant Improvements and other improvements on the Subject Property besides for the Developer Improvements, shall not be deemed to be a willful and wanton act or omission of the Units of Government. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which any of the Units of Government may have under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, as amended, with respect to any claim brought by Developer or a third party.

- 4.10 Nothing in this Agreement shall prevent Developer, Tenant or Other Tenants from time to time seeking to place additional improvements on the Subject Property, as such additional improvements may be permitted by the Lombard Village Code, and any other rule or regulation of the Village.

ARTICLE V **GENERAL PROVISIONS**

- 5.01 **Delay and Force Majeure.** For the purposes of any of the provisions of this Agreement, no Party, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event of, and any applicable time period or deadline herein shall be extended one (1) additional business day for each business day of any delay caused by damage or destruction by fire or other casualty; shortage of material; strikes; lockouts; labor unrest; changes in law; public unrest; public health or safety concerns; work stoppages or slowdowns (whether caused by Developer, Developer's Contractors, or Tenant) due to winter weather conditions existing or anticipated from October 15 through the following March 15; unusually adverse weather

conditions such as, by way of illustration and not limitation, severe rain, storms or below freezing temperatures of abnormal degree or quantity, tornados, high winds; and other events or conditions, beyond the reasonable control of the Party affected, which in fact interfere with the ability of such Party to discharge its respective obligations hereunder. Nothing herein shall excuse the timely payment of money, including, without limitation, Developer's obligation to timely pay the costs of the Developer Improvements.

5.02 Developer Authority. Developer hereby represents and warrants that it is an Illinois limited liability company. Developer further represents and warrants that all actions necessary to make Developer's obligations hereunder enforceable against Developer have been taken, and that no further approvals or actions are required.

5.03 Defaults; Remedies.

(A) In the event of any default under or violation of this Agreement, a Party not in default or violation shall serve notice upon the Party in default or violation, which notice shall be in writing and shall specify the particular violation or default. Each Party shall have the right to cure any violation of this Agreement or default within thirty (30) days from written notice of such default. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended until a non-defaulting Party exercises a remedy provided for in Sections 5.03(B), (C) or (D) below.

(B) In the event of default by a Unit of Government of its respective obligations to Developer provided for in Article III, Developer's sole and exclusive remedy shall be to seek specific performance, or an order of mandamus, from a court of competent jurisdiction, which may include a request for payment of a portion of the Incentive Principal Amount or Incentive Interest Amount allegedly owed to Developer, but which shall not include a request for monetary damages. Developer shall not be entitled to any monetary damages from any Unit of Government, and hereby expressly waives any claim for monetary damages.

- (C) In the event of a default under or violation of this Agreement by Developer, should such default not be cured or remedied within the time period referenced above, the Units of Government shall be entitled, and only then, to cease any further payments under this Agreement to Developer other than those earned by Developer prior to the event of default but not yet paid by the Units of Government, and this Agreement shall be null and void.
- (D) In the event that any default under or violation of this Agreement is not timely cured, a non-defaulting Party, or Party not in violation of this Agreement, shall have the right, upon providing notice to the defaulting or violating Party, to terminate this Agreement.
- (E) "Event of Default" shall mean a breach of this Agreement not cured after notice and all applicable cure periods.

5.04 Notices. All notices and requests required pursuant to this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, or by personal or overnight delivery, as follows:

If to Developer: Bradford Lombard 1 LLC
30 S. Wacker Drive, Suite 2850
Chicago, Illinois 60606
Attention: Chief Financial Officer

and: Seyfarth Shaw, LLP
131 S. Dearborn Street, Suite 2400
Chicago, Illinois 60603
Attn: Jeffrey Jahns

If to the High School District:
Superintendent
Glenbard Township High School District 87
596 Crescent Boulevard
Glen Ellyn, Illinois 60137

and: Franczek Radelet P.C.
300 S. Wacker Drive, Suite 3400

Chicago, Illinois 60606
Attn. Ares G. Dalianis

If to the Elementary School District:

Superintendent
Lombard Elementary District 44
150 W. Madison Street
Lombard, Illinois 60148

and:

Franczek Radelet P.C.
300 S. Wacker Drive, Suite 3400
Chicago, Illinois 60606
Attn. Ares G. Dalianis

If to the Village:

Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148-3931

and:

Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attn: Thomas P. Bayer / Gregory T. Smith

or at such other addresses as a Party may indicate in writing to the other Parties. Service by personal or overnight delivery shall be deemed to occur at the time of the delivery, and service by certified mail, return receipt requested, shall be deemed to occur on the third business day after mailing.

5.05 Law Governing. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Venue for any legal action brought by a Party as a result of entering into the Agreement shall be in the Circuit Court of DuPage County, Illinois.

5.06 Time. Time is of the essence under this Agreement and all time limits set forth herein are mandatory, and cannot be waived except by a lawfully authorized and executed written waiver by the Party excusing such timely performance. The phrase "business day" shall mean a calendar day that is not a weekend or a holiday observed by any Unit of Government. Any obligation due hereunder on a weekend or such holiday shall be due instead on the following business day.

- 5.07 Limitation of Liability. Notwithstanding anything herein contained to the contrary by implication or otherwise, any obligations of the Units of Government created by or arising out of this Agreement shall not be a general debt of any Unit of Government on, or a charge against, a Unit of Government's general credit or taxing powers, but shall only be limited obligations.
- 5.08 No Waiver or Relinquishment of Right to Enforce Agreement. Failure of a Party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon the other Parties imposed, shall not constitute or be construed as a waiver or relinquishment of the Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- 5.09 Article and Section Headings. All Article and Section headings or other headings in this Agreement are for the general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered by or relevant to such heading or not.
- 5.10 No Third Party Beneficiaries. No term of this Agreement shall create any obligation by a Party to a third party who is not a party to this Agreement, except that the Village is obligated to the Tenant as set forth in Section 3.05(E) above.
- 5.11 Authorization to Execute. The Village President and Village Clerk of the Village hereby warrant that they have been lawfully authorized by the President and Board of Trustees of the Village to execute this Agreement. The High School District President and Secretary of the High School District hereby warrant that they have been lawfully authorized by the President and Board of Education of the High School District to execute this Agreement. The Elementary School District President and Secretary of the Elementary School District hereby warrant that they have been lawfully authorized by the President and Board of Education of the Elementary School District to execute this

Agreement.

- 5.12 Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings by and between the Parties relative to the subject matter thereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced to writing and signed by each and every one of them, except that (i) the Village and Developer alone shall be permitted to amend Sections 3.03, 3.04, and 3.05 without the authorization of the Non-Village Districts, so long as amendments to Sections 3.03, 3.04, and 3.05 agreed to by the Village and Developer do not impair the rights or obligations of the Non-Village Districts in this Agreement; and (ii) after the Non-Village Real Estate Tax Rebate Term, the Village and Developer alone shall be permitted to amend this Agreement so long as such amendments agreed to by the Village and Developer do not impair the rights or obligations of the Non-Village Districts in this Agreement.
- 5.13 Counterparts. This Agreement may be executed in four (4) or more counterparts, each of which, taken together, shall constitute one and the same instrument.
- 5.14 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.
- 5.15 Term. This Agreement shall be in full force and effect as of the Effective Date, and shall expire upon the earlier of the Incentive Total Amount Satisfaction Date, or the date of the last payment by the Village to Developer of the Village Developer Real Estate Taxes, Developer Sales Taxes, and Developer Place of Eating Taxes in accordance with this Agreement, even if the Incentive Total Amount has not been paid in full.

- 5.16 Binding Effect. This Agreement is and shall be binding on and inure to the benefit of each of the Parties and their respective successors and assigns.
- 5.17 Audit of Tax Records. Developer shall have the right, at its own expense except as set forth below, to audit the records of the Village with respect to the Real Estate Taxes, State Sales Taxes and Place of Eating Taxes generated by or collected from the Subject Property during the term hereof, provided that (i) Developer may not audit the records of the Village more than twice in any calendar year, (ii) Developer may not audit the records of the Village which are more than ten (10) years old, (iii) any audit shall occur during ordinary Village business hours upon not less than twenty (20) days' prior written notice, and (iv) the Village shall keep (or make available) its records in connection with the Real Estate Taxes, State Sales Taxes, and Place of Eating Taxes for a period of ten (10) years at a location in DuPage County, Illinois. If such audit reveals as to the Village, or it is determined by other means as to the Non-Village Districts, that any payment to Developer was less than it should have been, and such deficiency was not later rectified, the Unit(s) of Government responsible for the deficiency shall pay such deficiency to Developer upon demand. If such audit shows a deficiency of more than three percent (3%) in any payment, the Unit(s) of Government responsible for the deficiency shall, upon demand, in addition to paying the deficiency, reimburse Developer for the reasonable cost of such audit, provided the amount of such reimbursement shall not exceed an amount equal to the deficiency. During the thirty (30) day period following the 2nd installment due date of real estate taxes for each year during the Non-Village Real Estate Tax Rebate Term, the Non-Village Districts and Developer shall confer to determine the correct amount of Non-Village Developer Real Estate Taxes for that tax year. Upon Developer's request, from time to time, the Non-Village Districts shall provide support to verify how each Non-Village District calculated the Non-Village Developer

Real Estate Taxes for a particular tax year. This Section shall survive termination of this Agreement for two (2) years.

5.18 Estoppel Certificates. Within fifteen (15) days following receipt of a written request from Developer, Village shall execute and deliver to Developer an estoppel certificate in such form as Developer may reasonably request certifying (i) that this Agreement is in full force and effect and unmodified or stating the nature of any modification; (ii) the remaining balance of the Incentive Principal Amount as of such date and the amount, if any, as of such date, of accrued but unpaid Incentive Interest Amount; (iii) whether or not Developer's obligations under Article II hereof have been met; (iv) the last date of any payment to Developer of the Incentive Total Amount, stating the amount of such payment, if any, applicable to the Incentive Principal Amount and the amount applicable to the Incentive Interest Amount; (v) that there are not, to the Village's knowledge, any uncured defaults under the Agreement or specifying such defaults if any are claimed; and (vi) any other matters or state of facts reasonably required respecting the Agreement, it being intended that any such statement delivered pursuant to this Agreement may be relied upon by Developer and by any lender, or prospective lender of Developer, or any assignee of Developer's rights and responsibilities under this Agreement.

5.19 Opinion Letters. Within fifteen (15) days following receipt of a written request from Developer, the Village shall cause its counsel to provide Developer its legal opinion in customary form, reasonably acceptable to Developer, that this Agreement was duly executed and approved on behalf of the Village and constitutes the valid, binding agreement of the Village that is enforceable against the Village according to its terms, subject to bankruptcy and similar laws. Within fifteen (15) days following receipt of a written request from Developer, each Non-Village District shall provide written assurance to Developer that a quorum of the governing board of the Non-Village District was

present at the meeting approving the Agreement, the President and Secretary / Clerk of the respective Non-Village District were authorized by their governing board to execute the Agreement for the Non-Village District, and that all the requirements of the Illinois Open Meetings Act pertaining to the meeting were met. Upon further request of the Developer, each Non-Village District shall provide Developer a copy of its agenda and meeting minutes approving the Agreement.


5.20 Place and Method of Payments to Developer. The Village shall deliver payments of the Incentive Total Amount by bank check of good and immediately available funds to Developer at its notice address listed in Section 5.04 (or at such other address as Developer may direct in writing at least ten (10) days prior to any payment date) unless ten (10) days prior to any payment date Developer directs payment by electronic transfer of funds, in which case the Village shall make payments in accordance with such instructions as Developer may direct in writing. Payments by the Village of Developer Sales Taxes and Developer Place of Eating Taxes shall be accompanied by a report of State Sales Taxes and Place of Eating Taxes generated from or pursuant to applicable law attributed to the Subject Property and received by the Village for the periods to which such payment relates, which report shall be certified by an officer of the Village and set forth the calculation of such receipts and a calculation of Developer Sales Taxes and Developer Place of Eating Taxes in respect thereof.

5.21 FOIA Requests on the Non-Village Districts. In the event the Elementary School District and/or the High School District receive a FOIA request relating to the Subject Property, the Non-Village District receiving such request shall notify Developer of such request and, if Developer demands in writing by notice to such Non-Village District that such FOIA request be denied, then Developer shall indemnify such Non-Village District and reimburse its costs, including reasonable attorney's fees, in connection with preparing a response to the FOIA request or asserting an exemption relating to the confidentiality of

the requested information, including any costs incurred in connection with enforcement efforts with the Illinois Attorney General and the Circuit and Appellate Courts of Illinois.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the last signatory below, which date shall be inserted on page 1 of this Agreement.

Village of Lombard,
an Illinois municipal corporation

By: 
Keith Giagnorie, President

Date: 6-30-16

ATTEST:

By: 
Sharon Kuderna, Clerk

Date: 6-30-16

Glenbard Township High School District 87,
an Illinois school district

By: _____
Richard Heim, President

Date: _____

ATTEST:

By: _____
Roberta Crowe, Secretary

Date: _____

Lombard Elementary District 44,
an Illinois school district

By: 
Courtney Simek, President

Date: June 30, 2016

ATTEST:

By: 
Therese Piper, Secretary

Date: June 30, 2016

Bradford Lombard 1 LLC,
an Illinois limited liability company

By: _____
Bradford Real Estate Services
Corporation, an Illinois corporation,
Manager

By: _____
Steven Pagnotta, President

Date: _____

ATTEST:

By: _____
Chad Jones, Assistant Secretary

Date: _____

the requested information, including any costs incurred in connection with enforcement efforts with the Illinois Attorney General and the Circuit and Appellate Courts of Illinois.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the last signatory below, which date shall be inserted on page 1 of this Agreement.

Village of Lombard,
an Illinois municipal corporation

Lombard Elementary District 44,
an Illinois school district

By: _____
Keith Giagnorio, President

By: _____
Courtney Simek, President

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Sharon Kuderna, Clerk

By: _____
Therese Piper, Secretary

Date: _____

Date: _____

Glenbard Township High School District 87,
an Illinois school district

Bradford Lombard 1 LLC,
an Illinois limited liability company

By: Richard Heim
Richard Heim, President

By: _____
Bradford Real Estate Services
Corporation, an Illinois corporation,
Manager

Date: 6/27/16

By: _____
Steven Pagnotta, President

ATTEST:

By: Roberta Crowe
Roberta Crowe, Secretary

Date: _____

Date: 6/27/16

ATTEST:

By: _____
Chad Jones, Assistant Secretary
Date: _____

the requested information, including any costs incurred in connection with enforcement efforts with the Illinois Attorney General and the Circuit and Appellate Courts of Illinois.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the last signatory below, which date shall be inserted on page 1 of this Agreement.

Village of Lombard,
an Illinois municipal corporation

Lombard Elementary District 44,
an Illinois school district

By: _____
Keith Giagnorio, President

By: _____
Courtney Simek, President

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Sharon Kuderna, Clerk

By: _____
Therese Piper, Secretary

Date: _____

Date: _____

Glenbard Township High School District 87,
an Illinois school district

Bradford Lombard 1 LLC,
an Illinois limited liability company

By: _____
Richard Heim, President

By: _____
Bradford Real Estate Services
Corporation, an Illinois corporation,
Manager

Date: _____

By: _____
Steven Pagnotta, President

ATTEST:

By: _____
Roberta Crowe, Secretary

Date: 7/5/2016

Date: _____

ATTEST:

By: _____
Chad Jones, Assistant Secretary

Date: 07/05/2016

EXHIBIT A-1

Legal Description of the Subject Property

(attached)

LOT 1 AND 2 OF MOBIL'S ROOSEVELT AND FINLEY SUBDIVISION OF THE NORTH 700.0 FEET OF THE WEST 770.00 FEET, AS MEASURED ON THE WEST AND NORTH LINES THEREOF, OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THAT PART DEDICATED FOR PUBLIC ROADS BY INSTRUMENT RECORDED AS DOCUMENT R67-30910 AND ALSO EXCEPT THAT PART TAKEN BY CONDEMNATION IN CASE 86ED77) ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 1990 AS DOCUMENT R90-24288, IN DUPAGE COUNTY, ILLINOIS.

Common Address: 345 W. Roosevelt Road - 435 West Roosevelt Road, Lombard, Illinois 60148;

PINs: 06-19-200-009, 06-19-200-012 & 013.

EXHIBIT A-2

Depiction of the Location of the Subject Property

(attached)

EXHIBIT B-1

Description and Depiction of the Developer Improvements

(attached)

The Developer Improvements consist of the removal of the existing improvements on the Subject Property except on the gas station site, site grading as needed, replacement or installation of underground site utilities as needed, and installation of parking field and driveways and associated fixtures as shown on the plans.

EXHIBIT B-2

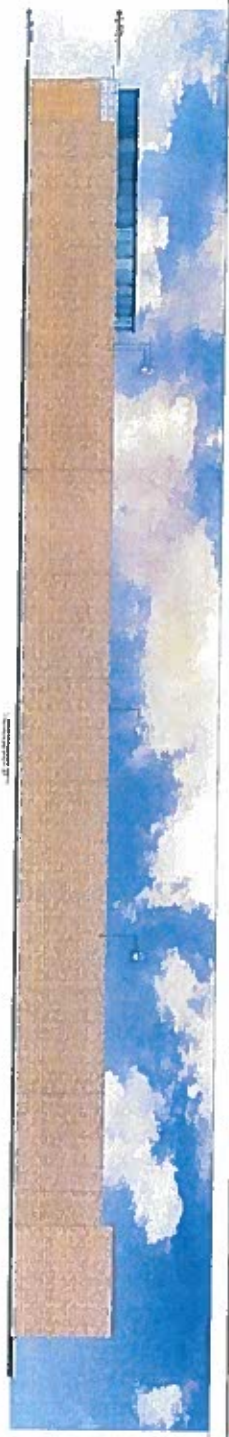
Description and Depiction of the Tenant Improvements

(attached)

Tenant Improvements consist of construction of the grocery store building as depicted in the elevations and plans and the sidewalk area adjacent thereto in this Exhibit B-2, and the shopping center sign.



SOUTH ELEVATION (FRONT)



NORTH ELEVATION (REAR)



EAST ELEVATION (RIGHT SIDE)



WEST ELEVATION (LEFT SIDE)

- ELEVATION KEY NOTES**
- 1. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 2. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 3. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 4. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 5. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 6. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 7. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 8. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 9. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 10. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 11. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 12. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 13. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 14. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 15. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 16. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 17. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 18. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 19. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 - 20. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.



REVIEWED
AND
APPROVED
EXTENSION
ELEVATIONS
4-28-18

ROUNDY'S
MARSHALL'S
CORPORATION



CAMBURAS & THEODORE
255 E. Duquesne Blvd 202
Coraopolis, PA 15105
610-261-1234
610-261-1235

A-2

ELEVATIONS
4-28-18

These drawings are the property of Camburas & Theodore, Inc. and are not to be used, copied, or reproduced in any form without the written consent of Camburas & Theodore, Inc. All rights reserved. The drawings are provided for the use of the client and are not to be used for any other purpose. The drawings are not to be used for any other purpose. The drawings are not to be used for any other purpose.

EXHIBIT B-3

Description and Depiction of the Public Improvements

(attached)

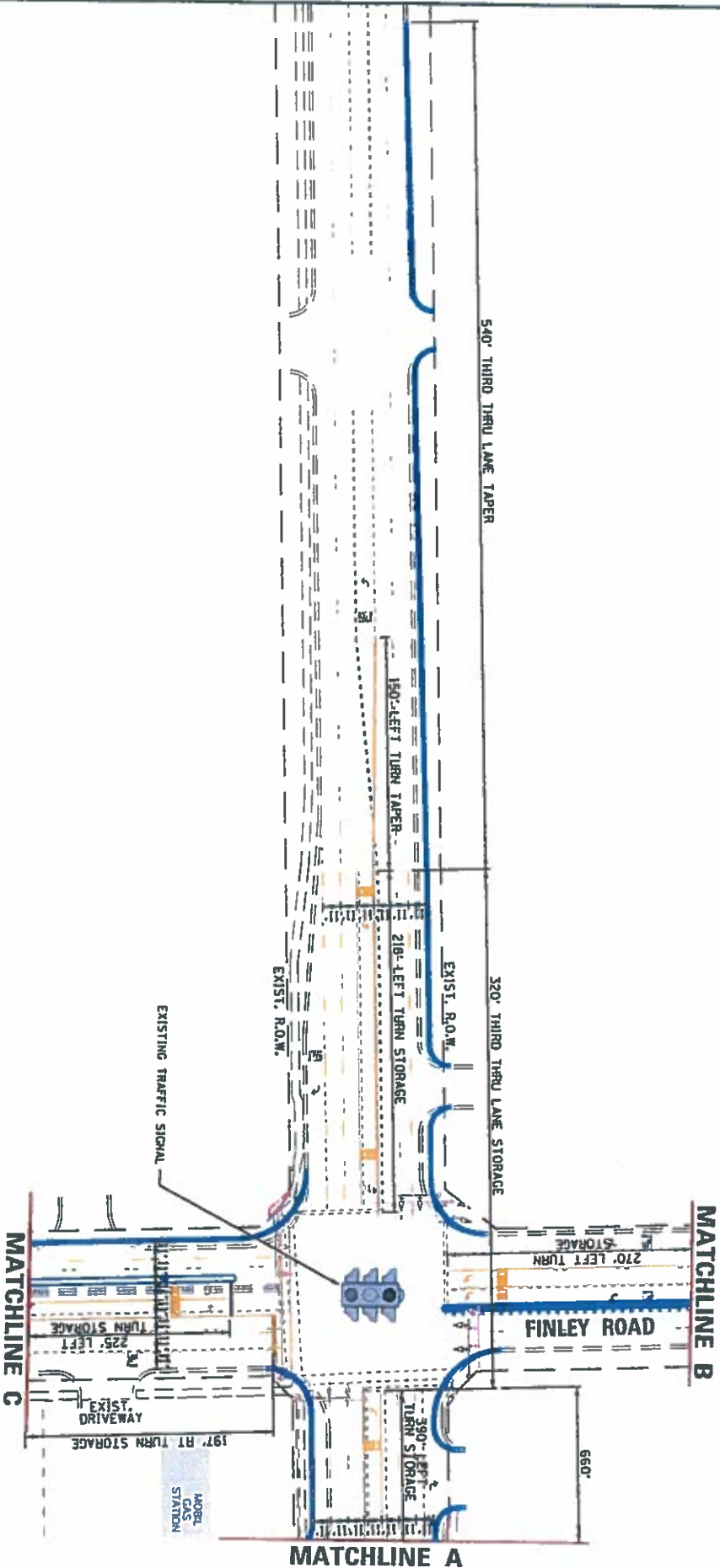
Proposed Public Roadway Improvements
Located within the Roosevelt Road Rights-of-Way

In consideration of the proposed Mariano's development the following roadway improvements are contemplated as depicted on the following exhibits. These improvements are subject to approval and refinements by the Illinois Department of Transportation and/or the Village of Lombard based upon final engineering. However, in narrative form the improvements include:

1. A new traffic signal will be installed at Roosevelt Road and the east entrance drive.
2. The existing center shared lanes will be restriped to accommodate a left turn lane at the new signalized intersection.
3. A third eastbound lane will be added for eastbound Roosevelt Road traffic starting from Finley Road and terminating into a right turn lane at the east entrance drive.
4. The existing western access driveway into the Subject Property will be redesigned as a right-in, right-out access driveway.
5. The existing access driveway from Roosevelt Road to the property at 435 W. Roosevelt Road may be closed at a future date.
6. The existing left turn lane along westbound Roosevelt Road to southbound Finley Avenue will be extended per the exhibit.
7. A new westbound through lane will be added to westbound Roosevelt Road, with the origin commencing immediately west of the Roosevelt Road/east entrance intersection, progressing through the Finley/Roosevelt intersection and tapering back to a two lane cross section approximately 860 feet west of Finley Avenue.
8. Finley Road left turn lanes will be redesigned to provide for double left turn lanes at both the northbound and southbound legs to the Roosevelt Road intersection.
9. The Finley Road/Roosevelt Road traffic signal will be upgraded as needed based upon the roadway improvements.
10. Signal timing and synchronization of the Finley Road /Roosevelt Road traffic signal, the new east entrance signal and the Main/Roosevelt Road intersections

PRELIMINARY

SCALE: 1" = 100'



NOTE:
 BASED ON AERIAL PHOTOGRAPHY
 AND AS BUILT PLANS.
 SUBJECT TO CHANGE.



9575 West Higgins Road, Suite 400
 Rosemont, Illinois 60018
 P: (630) 518-9990 F: (630) 518-9997
 Keri@Lindgren.D'Heere.Aboona,Inc.
 PROJECT # 16-054

SCALE:	1" = 100'
DRAWN:	MJD
CHECKED:	LJA
DATE:	06-21-2016

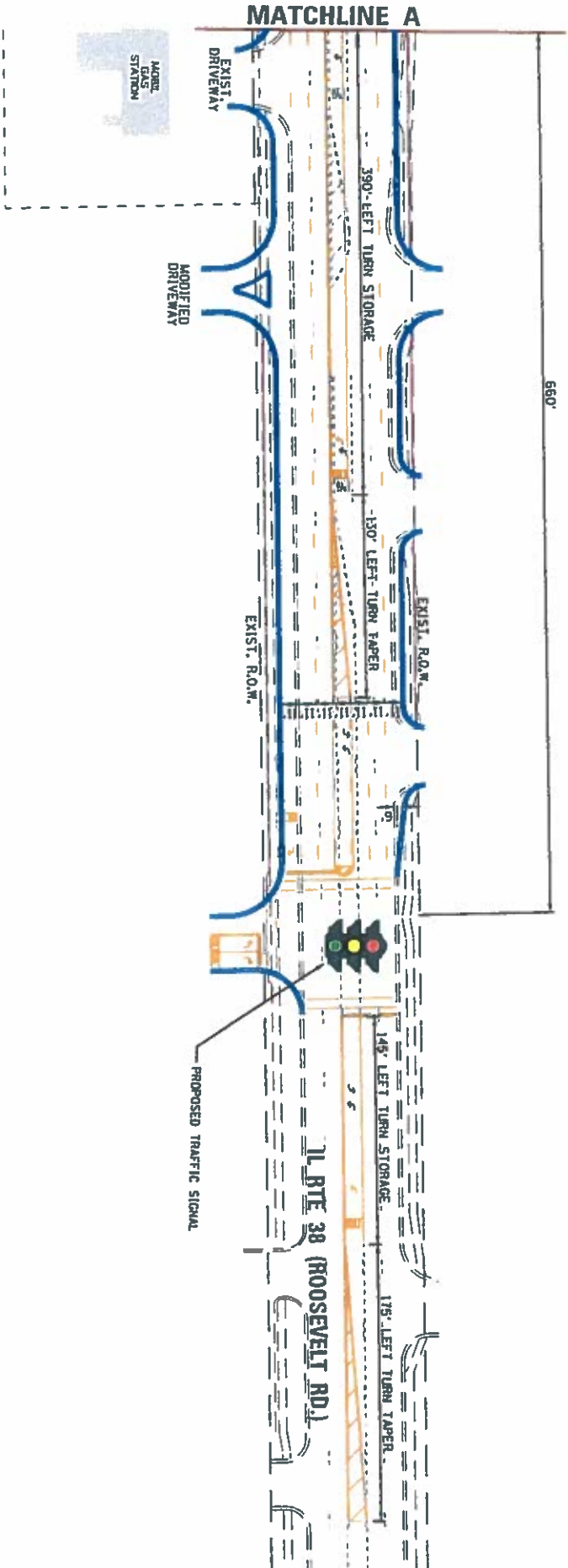
IL RTE 38 AND FINLEY ROAD
 LOWBAR, ILLINOIS

CONCEPTUAL GEOMETRIC PLAN

EXHIBIT NO.

81

PRELIMINARY



NOTE:
 BASED ON AERIAL PHOTOGRAPHY
 AND AS BUILT PLANS.
 SUBJECT TO CHANGE.



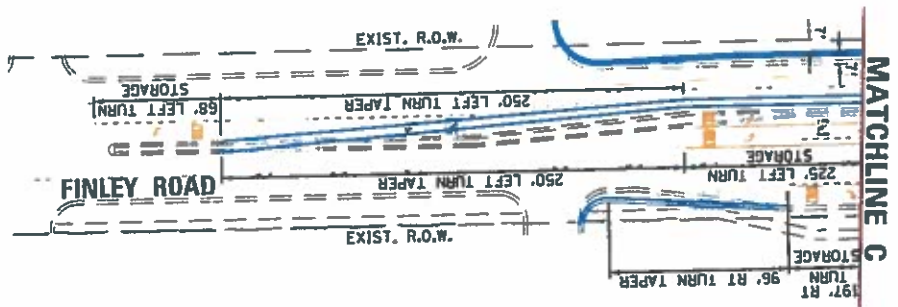
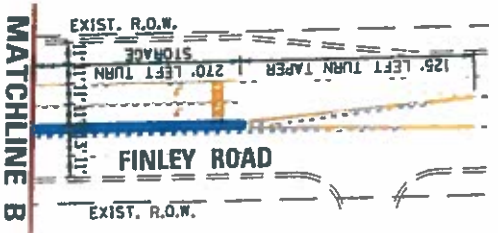
9575 West Higgins Road, Suite 400
 Rosemont, Illinois 60018
 P: (847) 518-9900 F: (847) 518-0987
 PROJECT # 16-064

SCALE:	-	1" = 100'
DRAWN:	-	MD
CHECKED:	-	LJA
DATE:	-	05-21-2016

IL RTE 38 AND PINLEY ROAD
 LOMBARD, ILLINOIS

CONCEPTUAL GEOMETRIC PLAN

EXHIBIT NO.
 B2



PRELIMINARY

NOTE:
 BASED ON AERIAL PHOTOGRAPHY
 AND AS BUILT PLANS.
 SUBJECT TO CHANGE.



0675 West Higgins Road, Suite 400
 Rosemont, Illinois 60018
 P: (847) 518-0990 F: (847) 518-0987
 Ken G. Lindgren, Other: Aboona, Inc.

SCALE:	1" = 100'
DRAWN:	MD
CHECKED:	LVA
DATE:	05-21-2016

IL RTE 38 AND FINLEY ROAD
 LOMBARD, ILLINOIS

CONCEPTUAL GEOMETRIC PLAN

EXHIBIT NO.
 B3

EXHIBIT C-1

Estimated Costs of the Developer Improvements

(attached)

EXHIBIT C-1

Developer Improvements

TOTAL INVESTMENT IN PROJECT:

LAND	\$ 7,500,000
SITWORK:	3,319,194
SOFT COSTS	<u>3,819,515</u>
TOTAL INVESTMENT IN DEVELOPMENT	<u>\$ 14,638,709</u>

EXHIBIT C-2

Estimated Costs of the Tenant Improvements

(attached)

EXHIBIT C-2

Tenant Improvements

<u>TOTAL INVESTMENT IN PROJECT:</u>	
Building	7,920,000.00
FF&E	3,582,000.00
Soft Costs	220,000.00
Total Tenant Improvement Costs	<u><u>\$11,722,000.00</u></u>

EXHIBIT C-3

Estimated Costs of the Public Improvements

(attached)

Finley and Roosevelt Intersection Improvements

Category Street Construction & Maintenance

Subcategory

Department Public Works

Total Project Cost: \$1,070,000

Description

Increased intersection capacity in conjunction with proposed redevelopment at this location.



Expenditures	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	Total
Construction/Maintenance		850,000									850,000
Design Engineering	110,000										110,000
Resident Engineering		110,000									110,000
Total	110,000	960,000									1,070,000
Funding Sources	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	Total
Construction Fund	110,000	960,000									1,070,000
Total	110,000	960,000									1,070,000

Roosevelt Rd Traffic Signal Installation

Category Traffic Signals & Street Lighting

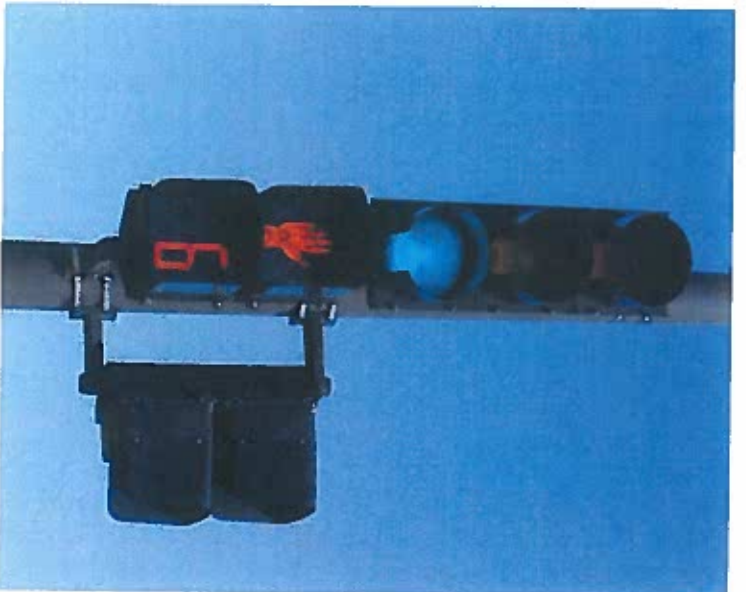
Subcategory

Department Public Works

Total Project Cost: \$380,000

Description

Installation of a traffic signal at approximately 330 W. Roosevelt Rd. in conjunction with proposed redevelopment at Finley Rd/Roosevelt Rd.



Expenditures	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	Total
Construction/Maintenance		300,000									300,000
Design Engineering	40,000										40,000
Resident Engineering		40,000									40,000
Total	40,000	340,000									380,000
Funding Sources	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	Total
Construction Fund	40,000	340,000									380,000
Total	40,000	340,000									380,000

EXHIBIT D

Preliminary Plat of Subdivision

(attached)

