

ORDINANCE #20-09

REDEVELOPMENT AGREEMENT

by and between

CITY OF COUNTRYSIDE, ILLINOIS, AND VILLAGE OF
HODGKINS, ILLINOIS,

both Illinois Municipal Corporations

and

HOFFMANN NEW HORIZONS CORP.,

a Delaware Corporation

**A REDEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF COUNTRYSIDE, THE VILLAGE OF HODGKINS
AND HOFFMANN NEW HORIZONS CORP.**

**FOR
APPROXIMATELY 3.5 ACRES OF LAND LOCATED IN THE CITY OF COUNTRYSIDE
AND VILLAGE OF HODGKINS, COUNTY OF COOK, ILLINOIS**

THIS REDEVELOPMENT AGREEMENT (the "*Agreement*") is made and entered into as of this 9th day of March 2020, but actually executed by each of the undersigned parties on the date set forth beneath the respective signatures of their duly authorized officers below, by and between the City of Countryside, Cook County, Illinois (the "*City*"), the Village of Hodgkins, Cook County, Illinois (the "*Village*"), collectively with the City, the "*Municipalities*"), both being Illinois municipal corporations, and Hoffmann New Horizons Corp. ("*Hoffmann*"), an Delaware corporation.

WHEREAS, the City and the Village are home rule municipalities duly existing under the Constitution of the State of Illinois;

WHEREAS, Hoffmann is a Delaware corporation registered and authorized to do business in the State of Illinois;

WHEREAS, Hoffmann operates motor vehicle gasoline/diesel service stations and hotels, and is desirous of purchasing, developing and operating a new facility on 3.5 acres of land at 10525 West 74th Street in the City of Countryside and 10000 West 75th Street in the Village of Hodgkins (the "*Property*"), otherwise being legally described in Exhibit "A";

WHEREAS, Hoffmann proposes to improve the Property with (a) a motor vehicle gasoline/diesel fuel service station, retail center, gasoline and diesel dispensing stations (the "*Fuel Station*"); (b) a food service establishment with drive-thru service (the "*Restaurant*"); (c) a not less than 40-room hotel (the "*Hotel*", together with the Fuel Station and Restaurant, the "*Businesses*"); and (d) accessory areas and amenities thereto including, but not limited to, walkways, drives, lighting, landscaping, and such other public and private improvements necessary therefore including water lines, sanitary sewers, storm water detention, and storm water sewers and improvements (the "*Accessory Improvements*", collectively with the Fuel Station, Restaurant, and Hotel, the "*Project*");

WHEREAS, the Municipalities are authorized by their home rule powers under Article VII, Section 6(a) of the Illinois Constitution (Ill. Const. 1970, art. VII, § 6(a)), to provide economic incentives, including sharing a portion of the Business Taxes generated by the development of new businesses;

WHEREAS, the Corporate Authorities of the Municipalities find that it is in their best interests, and essential to the economic and social welfare of the Municipalities, that an agreement be made with Hoffmann to incentivize development and promote economic vitality, which would not otherwise occur in the absence of the Agreement; and,

WHEREAS, the Corporate Authorities of the Municipalities find that the powers exercised under the Agreement will be in furtherance of a public use and essential to the public interest and, according to the representations of Hoffmann, in accordance with the provisions of 65 ILCS 5/8-11-21.

WHEREAS, the Village passed Ordinance No. 20-06 on February 26, 2020 prior to its consideration by the City; and

WHEREAS, the City made some changes to the Agreement which the Village concurs; and

WHEREAS, Village hereby repeals Ordinance No. 20-06 and replaces with this Ordinance No. 20-09

NOW THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Municipalities and Hoffmann hereby agree, covenant, represent and undertake as follows:

ARTICLE I **IN GENERAL**

Section 1.1. General Definitions. Unless the context hereof clearly indicates otherwise, the capitalized words, terms and phrases defined in the recitals and preambles hereto and elsewhere in this Agreement, including this Article, shall have the same meanings for all purposes of this Agreement. In addition, in all cases the singular includes the plural, the plural includes the singular and a reference to any gender includes both genders and the neuter, as the case may be.

1.1.1. *Agreement* means this Redevelopment Agreement.

1.1.2. *Applicable Law(s)* means any federal, state or local law, statute, ordinance, rule, regulation, order and decree of any court or administrative body, agency or tribunal, order or determination of any governmental authority, or any recorded restrictive covenant or deed restriction, that in any manner affects or governs the Project, or the performance of the Agreement or Construction Contracts, including, but not limited to the Gasoline Storage Act, rules and regulations promulgated by the Office of the State Fire Marshall, the Illinois Municipal Code, and the applicable provisions of the Municipal Codes.

1.1.3. *Architectural Plans* means plans prepared by a licensed architect governing the Project. At a minimum, the architectural plans shall depict and show the location, design and specifications for all buildings, structures and related improvements to be built on the Property including, without limitation, exterior design and elevation of structures, landscaping plans, floor plans, blue prints and schematics, materials to be used during construction, location of amenities, infrastructure, and furnishings, and any and all other information that will be relied upon or used for the construction and design of the improvements making up the Project.

1.1.4. *Business Licenses* means, without limitation, all permits, certificates, consents, approvals, authorizations and licenses necessary to conduct or engage in any business, privilege, use or activity on, in or at the Property, including liquor licenses.

1.1.5. *Business Taxes* means the applicable Food and Beverage Tax, Hotel Tax, Sales Tax, and Vehicle Fuel Tax.

1.1.6. *Business Tax Revenues* the Food and Beverage Tax Revenue, Hotel Tax Revenue, Sales Tax Revenue, and Vehicle Fuel Tax Revenue.

1.1.7. *Change in Law* means the occurrence, after the Effective Date, of an event described in items i, ii, iii or iv below, provided such event prohibits or materially interferes with the

development or construction of the Project or the ability of either Party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon:

- i. The enactment, adoption, promulgation or modification of any federal, state, county or local law, ordinance, code, rule or regulation (other than by the Municipalities or with respect to those made by the Municipalities, only if they violate the terms of this Agreement including without limitation any law, ordinance, code, rule or regulation the effect of which shall be to reduce the benefits to which Hoffmann is entitled to under this Agreement);
- ii. The order or judgment of any federal or state court, administrative agency or other governmental body;
- iii. The imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary to perform this Agreement other than any arbitrary action by the Municipalities which shall be defined as any action made by the Municipalities without any reasonably supportable basis or made by the Municipalities for the purposes of avoiding its obligations under this Agreement in whole or in part; or
- iv. The adoption, promulgation, modification or interpretation in a written guideline or policy statement by a governmental agency (other than the Municipalities or with respect to those made by the Municipalities, only if they violate the terms of this Agreement, including without limitation any law, ordinance, code, rule or regulation the effect of which shall be to reduce the benefits to which Hoffmann is entitled to under this Agreement).

1.1.8. *City Code* means the City Code for the City of Countryside.

1.1.9. *Construction Contracts* means any contract or agreement for labor, materials, apparatus, fixtures or machinery and transportation with respect thereto, entered into by Hoffmann concerning the Project, and any similar contracts or agreements that may be entered into by any Contractors with other Contractors, irrespective of tier.

1.1.10. *Construction Schedule* means a construction schedule prepared by the architect or architectural firm that prepared the Architectural Plans and/or the civil engineer or civil engineering firm that prepared the final Engineering Plans, setting forth a schedule detailing the time for Substantial Completion of the Project.

1.1.11. *Contractor* means any person performing work on the Project, employed or present on the Property during construction, or selling materials or selling, leasing or delivering equipment to the Property for the Project including, without limitation, the general contractor, subcontractors, materialmen, or other Persons.

1.1.12. *Corporate Authorities* means the President and Board of Trustees of the Village of Hodgkins and the City Council of the City of Countryside.

1.1.13. *Countryside* means the City of Countryside, Cook County, Illinois.

1.1.14. *Countryside Food and Beverage Tax* means the tax imposed through Title 3, Business Regulations, Chapter 17, Restaurant and Other Places for Eating Tax, of the City Code.

1.1.15. *Countryside Food and Beverage Tax Revenues* means the revenues derived from the Countryside Food and Beverage Tax.

1.1.16. *Countryside Home Rule Sales Tax* means the tax imposed through Countryside Ordinance No. 09-10-O, An Ordinance of the City Council, City of Countryside, imposing a Home Rule Retailers' Occupation Tax and Home Rule Municipal Services Occupation Tax.

1.1.17. *Countryside Hotel Tax* means the tax imposed through Title 3, Business Regulations, Chapter 13, Hotel Tax, of the City Code.

1.1.18. *Countryside Hotel Tax Revenues* means the revenues derived from the Countryside Hotel Tax.

1.1.19. *Countryside Vehicle Fuel Tax* means the tax imposed through Title 3, Business Regulations, Chapter 15, Vehicle Fuel Tax, of the City Code.

1.1.20. *Countryside Vehicle Fuel Tax Revenues* means the revenues derived from the Countryside Vehicle Fuel Tax.

1.1.21. *Effective Date* means the date identified in the introductory paragraph of this Agreement.

1.1.22. *Eligible Costs* means the following costs and expenditures incurred by Hoffmann that are expended on the Project, prior to Opening Day and/or within ninety (90) days thereafter: (i) costs of studies, plans and specifications for the Project, and professional service costs for architectural, engineering and legal services; (ii) land acquisition costs for the Property; (iii) demolition of buildings, site preparation, environmental remediation, site improvements that serve as an engineered barrier addressing ground level or below ground level environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land; (iv) costs of construction of any public work or improvements, including utilities, traffic signals, streetscape and roadwork; (v) costs of rehabilitation, reconstruction or repair or remodeling of existing buildings and fixtures to the extent identified in Exhibit "B," hereto; and, (vi) of any and all tap-on or connection fees charged to or incurred by Hoffmann in connection with its construction of the Project. Notwithstanding the above, Eligible Costs shall exclude any costs or expenses incurred by Hoffmann that: (a) are paid to any of the Municipalities in association with the construction of the Project or the operation of business thereon (*e.g.*, permit fees, business license fees, liquor license fees, etc.); provided, however, that such exclusion shall not apply to any tap-on or connection fees all of which shall constitute Eligible Costs for all purposes under this Agreement; or (b) are not properly chargeable to a capital account under general federal income tax principles.

1.1.23. *Engineering Plans* means plans prepared by a licensed civil engineer for the Project. At a minimum, the engineering plans shall depict and show the location and specifications for all site and underground work to be completed on the Property pursuant to the Project including, without limitation, site clearance work, grading, excavation work, flat work paving for drives, parking areas and sidewalks, the footprint of structures to be built, landscaping and retaining walls, the location and sizing of public and private water mains, sanitary mains, storm mains and drains, storm water

detention areas, storm water retention areas, and such public improvements that may be required, as well as the relationship of the aforesaid to lot lines, set-back lines and easements.

1.1.24. *Food and Beverage Tax Reporting Period* means each month of each calendar year beginning on the first such period or portion thereof immediately following the opening of any business generating Food and Beverage Tax Revenue.

1.1.25. *Food and Beverage Tax Revenue* the total revenue from taxes, penalties and interest which are paid to any of the Municipalities by reason of any tax imposed upon the sale of food and beverages, including alcoholic liquor, prepared for immediate consumption and sold by a business on the Property that provides for on-premises consumption pursuant to statutory authority or the home rule powers of any of the Parties, including the Countryside Food and Beverage Tax and the Hodgkins Food and Beverage Tax.

1.1.26. *Governmental Approvals* means, without limitation, all permits, certificates, consents, approvals, legislation, and authorizations from all jurisdictional authorities necessary for the Project to be sited on the Property and lawful, but excluding Permits and Business Licenses. For purposes of the Municipalities, Governmental Approvals shall include any zoning relief, and the Plans.

1.1.27. *Hodgkins* means the Village of Hodgkins, Cook County, Illinois.

1.1.28. *Hodgkins Food and Beverage Tax* means the tax imposed through the adoption of the Countryside Food and Beverage Tax pursuant to the Intergovernmental Agreement.

1.1.29. *Hodgkins Food and Beverage Tax Revenues* means the revenues derived from the Hodgkins Food and Beverage Tax.

1.1.30. *Hodgkins Home Rule Sales Tax* means the tax imposed through Hodgkins Ordinance No. 19-11, an Ordinance Imposing the Home Rule Municipal Retailers' Occupation Tax Act and the Home Rule Municipal Service Occupation Tax Act.

1.1.31. *Hodgkins Hotel Tax* means the tax imposed through the adoption of the Countryside Hotel Tax pursuant to the Intergovernmental Agreement.

1.1.32. *Hodgkins Hotel Tax Revenues* means the revenues derived from the Hodgkins Hotel Tax.

1.1.33. *Hodgkins Vehicle Fuel Tax* means the tax imposed through the adoption of the Countryside Vehicle Fuel Tax pursuant to an intergovernmental agreement between the Municipalities.

1.1.34. *Hodgkins Vehicle Fuel Tax Revenues* means the revenues derived from the Hodgkins Vehicle Fuel Tax.

1.1.35. *Hoffmann* means Hoffmann New Horizons Corp. and its successors and assigns.

1.1.36. *Hoffmann Submissions* means all approved Governmental Approvals and Permits.

1.1.37. *Hotel Tax Reporting Period* means each month of each calendar year beginning on the first such period or portion thereof immediately following the opening of any business generating Hotel Tax Revenue.

1.1.38. *Hotel Tax Revenue* means the total revenue from taxes, penalties and interest which are paid to any of the Municipalities by reason of any tax imposed on the occupation or privilege of renting, leasing, letting, or using rooms in a hotel, as defined in the Hotel Operators' Occupation Tax Act, 35 ILCS 145/1, et seq., on the Property pursuant to statutory authority or the home rule powers of any of the Municipalities, including the Countryside Hotel Tax and the Hodgkins Hotel Tax.

1.1.39. *Municipalities* means the City and Village, or either one of them, as the case may be.

1.1.40. *Municipal Codes* means the City Code and Village Code.

1.1.41. *Opening Day* means the day on which the Businesses are open for business to the general public as a going concern, as evidence by a temporary or permanent certificate of occupancy issued by the Municipalities.

1.1.42. *Parties* means Hoffmann and the Municipalities, and their successors and assigns.

1.1.43. *Party* means either Hoffmann, City or the Village, and their respective successor and assigns, as the case may be.

1.1.44. *Payment Date* means each March 15, July 15, and November 15, of each calendar year following Opening Day while this Agreement is in effect commencing with the second of such date immediately following Opening Day. By way of example only, if Opening Day is June 1, 2022, the first Payment Date shall be December 15, 2022.

1.1.45. *Permits* means, without limitation, all permits, certificates, consents, approvals, legislation, authorizations and licenses necessary to conduct or engage in construction activities.

1.1.46. *Person* means any individual, corporation, partnership, limited liability company, joint venture, association, trust or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

1.1.47. *Plans* means the Site Plan, Engineering Plans, and Architectural Plans.

1.1.48. *Project* means site clearance, grading, excavation, and environmental remediation, and the construction and development on the Property of the Improvements, and accessory areas and amenities thereto including, but not limited to, walkways, drives, lighting, landscaping, and such other public and private improvements necessary therefore including water lines, sanitary sewers, storm water detention, and storm water sewers and improvements.

1.1.49. *Project Rebate Fund* means an account maintained by the City and Village, respectively, into which the Business Tax Revenues constituting the Development Incentives are to be deposited.

1.1.50. *Property* is defined in the preamble.

1.1.51. *Sales Tax* means the taxes imposed pursuant to the Service Occupation Tax Act (35 ILCS 115/1, et seq.), the Retailers' Occupation Tax Act (35 ILCS 120/1, et seq.), the City of Countryside Home Rule Sale Tax, and the Hodgkins Home Rule Sales Tax, on sales by retailers and servicemen on the Property.

1.1.52. *Sales Tax Reporting Period* means each month of each calendar year beginning on the first such period or portion thereof immediately following the opening of any business generating Sales Tax Revenue.

1.1.53. *Sales Tax Revenue* means: (i) the total revenue from taxes, penalties and interest which are distributed to any of the Municipalities from the State of Illinois Local Government Tax Fund (35 ILCS 105/6z-18, *et seq.*) from those taxes imposed pursuant to the Service Occupation Tax Act (35 ILCS 115/1, *et seq.*) and the Retailers' Occupation Tax Act (35 ILCS 120/1, *et seq.*) on sales by retailers and servicemen on the Property; (ii) all revenues from any taxes, penalties and interest which are paid to any of the Municipalities from the Local Government Tax Fund or any other fund which are intended to replace the current payments to the any of the Municipalities from the Local Government Tax Fund on sales by retailers and servicemen on the Property, as enacted by law or ordinance of any of the Municipalities and of any governmental authority during the term of this Agreement; and, (iii) the total revenue from taxes, penalties and interest which are paid to any of the Municipalities by reason of the any similar tax imposed on sales by retailers and servicemen on the Property pursuant to statutory authority or the home rule powers of any of the Municipalities, including the Countryside Home Rule Sales Tax and the Hodgkins Home Rule Sales Tax.

1.1.54. *Site Plan* means a rendering depicting the footprint, exterior design and elevations of improvements comprising the Project.

1.1.55. *Substantial Completion* means the completion of the Project to the extent that Hoffmann, Hoffmann's designee, or Contractors deliver notice to the Municipalities stating that the work has been substantially completed in accordance with the Agreement and the Construction Contracts subject only to "punch list"- type items for work which may be completed within ninety (90) calendar days of the Opening Day or later to the extent such items require outdoor work and such 90-day period involves a portion of any period November 1 to April 1 (the "*Freeze Period*") in which event such 90-day period for such work shall be extended to a date after the Freeze Period that such work can reasonably be completed, and which punch list items in no way materially interfere with the use, operation and occupancy of the Businesses.

1.1.56. *Uncontrollable Circumstances or Uncontrollable Events* means any event which:

- i. Is beyond the reasonable control of and without the fault of the Party relying thereon; and
- ii. Occurs after the Effective Date of this Agreement; and
- iii. Is one or more of the following events:
 - (a) a Change in Law;
 - (b) insurrection, riot, civil disturbance, sabotage, embargo, act of the public enemy, explosion, fire, nuclear incident, collapse, transportation accident, industrial accident, war or naval blockade;
 - (c) epidemic, hurricane, tornado, landslide, subsidence, earthquake, lightning, windstorm, or other extraordinary weather conditions or other similar acts of God, but shall not include adverse but non-severe weather conditions to the extent normally encountered other than exterior construction obligations for which customary winter weather and/or rain,

lasting longer than five (5) days shall be considered an Uncontrollable Event to the extent of those exterior construction activities only;

(d) governmental condemnation or taking by a public entity (other than the Municipalities if the Municipalities is the party claiming an Uncontrollable Circumstance or Event);

(e) solely with respect to the performance of Hoffmann's obligations under this Agreement, unreasonable delay in the issuance of building or other Permits or approvals by the Municipalities or the Municipalities' consultants or other governmental authority having jurisdiction, unrelated in all material respects to the merits, sufficiency, and completeness of the application therefore, and unrelated to payment of any applicable fee or expense by applicant. In no event shall the Municipalities' diligent evaluation or processing of application materials or adherence to generally-applicable procedures and timelines as set forth by Applicable Law and this Agreement, administrative policy or usual and customary practice of the Municipalities be construed as an "unreasonable delay" in the issuance of a Permit or approval;

(f) vandalism; or

(g) terrorist acts;

and excludes the following events:

(h) economic hardship;

(i) shortage or unavailability of materials unless there is no reasonable substitute;

(j) geo-technical or environmental conditions existing on the Property as of the Effective Date of this Agreement, if Hoffmann has actual knowledge of such conditions on said date, and the full extent of any work required in connection therewith;

(k) acts, events or other matters arising out of violations by Hoffmann of any environmental laws with respect to or the discharge by Hoffmann of any hazardous substances on the Property;

(l) failure of performance by a Contractor, except insofar as such Contractor's failure is caused by events which are Uncontrollable Circumstances as to the Contractor; or

(m) when asserted by Hoffmann, any act or omission committed, omitted, or caused by Hoffmann, or Hoffmann's employees, officers or agents or a subsidiary, affiliate or parent of Hoffmann, or by any corporation or other business entity that holds a controlling interest in Hoffmann, whether held directly or indirectly; or

(n) when asserted by the Municipalities, any act or omission

committed, omitted, or caused by the Municipalities, or the Municipalities or any agency or department thereof and their respective employees, officers or agents.

For each day that the Municipalities or Hoffmann is delayed by an Uncontrollable Circumstance or Uncontrollable Event, the dates set forth in this Agreement shall be extended by one (1) day.

1.1.57. *Vehicle Fuel Tax Reporting Period* means each month of each calendar year beginning on the first such period or portion thereof immediately following the opening of any business generating Vehicle Fuel Tax Revenues.

1.1.58. *Vehicle Fuel Tax Revenues* means the total revenue from taxes, penalties and interest which are paid to any of the Municipalities by reason of any tax imposed on vehicle fuel purchased, or used in the jurisdiction of any of the Municipalities, in sales at retail from transactions occurring on the Property pursuant to statutory authority or the home rule powers of any of the Municipalities, including the Countryside Vehicle Fuel Tax and the Hodgkins Vehicle Fuel Tax. For purposes hereof, "vehicle fuel" means the same as "motor fuel" as defined in the Motor Fuel Tax Law (35 ILCS 505/1, *et seq.*) and includes all volatile and inflammable liquids produced, blended or compounded for the purpose of, or which are suitable, for operating motor vehicles, and includes "special fuel." Additionally, "used" in the jurisdiction of any of the Parties shall be deemed to occur only on the Development Property where the vehicle fuel is transferred into the vehicle by which it is to be consumed.

1.1.59. *Video Gaming Tax* means the taxes imposed pursuant to the Video Gaming Act (230 ILCS 40/1, *et seq.*) on net terminal income from video gaming terminals operating on the Property.

1.1.60. *Video Gaming Tax Reporting Period* means each month of each calendar year beginning on the first such period or portion thereof immediately following the opening of any business generating Video Tax Revenue.

1.1.61. *Video Tax Revenue* means the total revenue from taxes, penalties and interest which are distributed to any of the Municipalities from the Local Video Gaming Distributive Fund from those taxes imposed pursuant to the Video Gaming Act (230 ILCS 40/1, *et seq.*) on net terminal income from video gaming terminals operating on the Property.

1.1.62. *Village Code* means the Village Code for the Village of Hodgkins.

1.1.63. *Zoning Ordinance* means the Zoning Regulations of the City of Countryside and Village of Hodgkins.

Section 1.2. Certain Phrases. The words "hereof", "herein", "hereunder", "hereto" and other words of similar import refer to this Agreement as a whole and not solely to the particular portion thereof in which any such word is used.

Section 1.3. Subdivisions. References to sections and other subdivisions of this Agreement are to the designated sections and other subdivisions of this Agreement as originally executed.

Section 1.4. Headings. The headings of this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

Section 1.5. Jurisdictional Issues. It is expressly agreed and understood that despite reference to the "Municipalities" in the plural throughout this Agreement, any such reference shall mean the singular and the applicable jurisdiction to which the work, business, or operations shall occur. By way of example only, Hoffmann shall only be required to submit plans, requests for zoning relief, and seek permits for the Hotel from Hodgkins, and the operation of the Hotel shall be governed by the Village Code, as that is the jurisdiction in which the Hotel will be located. Nevertheless, any plans affecting the height or dimensions of the buildings, and any site plans, be them original or amended, shall be subject to the approval of both Municipalities. Any building permits and approvals for signage shall be reviewed and decided by the municipal jurisdiction in which the construction/authorization will be located or effective. Any material changes or revisions to the Plans or Permits of the Project shall be subject to the approval of both Municipalities. Further, the Municipalities shall share, upon request, copies of records and documentation generated by or filed in any of the Municipalities to the extent they concern any portion of the Project or Property.

ARTICLE II

PROJECT INITIATION

Section 2.1. Property Acquisition. Hoffmann is the contract-purchaser of the Property. Hoffmann shall acquire a fee-simple interest in the Property no later than ninety (90) days following its receipt of all necessary zoning relief, or such later time-period as may be approved by the Municipalities. Other than as a result of a breach or delay by the seller of the Property to deliver exclusive possession of the Property to Hoffmann at the closing of Hoffmann's acquisition of said Property as required under the Real Estate Purchase and Sale Agreement between such parties, which failure shall constitute an Uncontrollable Circumstance and Event hereunder, the failure by Hoffmann to acquire the Property in the time period referenced above shall constitute an Event of Default under this Agreement to which no cure period shall be applicable, and the Municipalities shall thereafter be entitled to terminate this Agreement. In the event of such termination, each of the parties shall be relieved of their obligations and responsibilities hereunder, and none of them shall be subject to suit, claims or damages, or any other recourse on account of such termination, under this Agreement or otherwise. Except as otherwise expressly provided herein, under no circumstances shall the acts or omissions of Hoffmann, the current property owner, or Uncontrollable Circumstances, prevent or otherwise affect the Municipalities' right or ability to terminate this Agreement as provided in this Section.

Section 2.2. Governmental Approvals. Hoffmann shall apply, petition and seek all Governmental Approvals in a commercially diligent manner. Except as modified in this Agreement, the filing, review and consideration of any request for Governmental Approvals shall be governed by the procedural and substantive provisions of Applicable Laws. Hoffmann shall be responsible for all costs and expenses associated with the pursuit, approval and perfection of Governmental Approvals including, but not limited to, costs of production, notification, publication, review, filing and recording. All fees, bonds, or other assessments payable to the Municipalities or other governmental authorities shall be paid by Hoffmann at the time of application, petition or request according to the then applicable rates established by Applicable Laws. The Municipalities' obligation to review and consider such requests shall be contingent upon Hoffmann having paid all required fees, and having submitted any and all necessary supporting documentation in support of approval. It is further understood and agreed that the Municipalities' review and consideration of the various components of the Governmental Approvals shall be separate and specific to the relief requested. To that end, the Municipalities' approval of one request may be contingent, whether or not expressly stated, upon the later approval of another request. No reliance shall be placed on any one approval for the approval of a second request.

2.2.1. Preliminary Site Plan. The preliminary site plan depicting the conceptual layout of the

Improvements is attached hereto as Exhibit "C". The same shall be subject to such changes as may be reasonably appropriate and upon final approval, shall constitute the Site Plan.

2.2.2. *Zoning Relief.* No later than ninety (90) days following the Effective Date, Hoffmann shall submit to the Municipalities any requests for zoning relief that are necessary to operate/construct the Project on the Property. That portion of the Property located in the Village is currently zoned "C" Commercial Zone, and all of the Businesses are permitted as a right in said zoning district. That portion of the Property located in City is currently zoned R-7 Residential, and the operation of an automobile service station is not permitted as a right. Hoffmann shall seek to rezone that portion of the Property located in Countryside to B-2, Limited Service Business District, with a special use for that portion of the Project constituting an automobile service station. The City shall reasonably process and consider Hoffmann's request in accordance with Applicable Law, and such requests shall not be unreasonably denied. Hoffmann shall be responsible for giving all required notices related to requests zoning relief. No later than three (3) days prior to a scheduled public hearing on a zoning request, Hoffmann shall deliver to the Municipalities: (a) proof of service of notice personally, by posting and/or by publication, as may be required; and (b) its proposed findings of fact and recommendation. The Corporate Authorities of the Municipalities shall have final decision-making authority over all requests for zoning relief, and the approval of any such relief shall be in ordinance form. Hoffmann shall exercise its own due diligence to determine any other zoning relief that will be necessitated for the improvements or uses to be conducted on the Property. Nothing herein shall preclude Hoffmann from seeking such zoning relief as may be necessary based upon changes or modifications to Plans not finalized within the time-period specified herein. Provided, however, Hoffmann acknowledges and agrees that no construction shall be permitted on the Property until all zoning relief necessary for the Project and operation of the Businesses or any other proposed use are obtained. Notwithstanding the above, Hoffmann covenants and warrants that the maximum height for any building on the Property shall be eighty (80') feet. The limitation set forth herein shall not apply to accessory structures installed or located on top of buildings such as antennas, air conditioning units, etc.

2.2.3. *Plans.* No later than sixty (60) days following Hoffmann's acquisition of the Property, Hoffmann shall deliver Plans to the Municipalities for the Property. The Municipalities shall promptly review and consider the Plans, and provide to Hoffmann its tentative approval thereof qualified by comment, if necessary, no later than thirty (30) days after receipt of the same. The Municipalities tentative approval shall be conveyed in writing executed by the Building Commissioner and, as applicable, the Municipal Engineer. Tentative approval of the Plans shall mean that the Plans are in general conformity with Applicable Laws and this Agreement, but that the same may be subject to reasonable revision before final approval and the issuance of Permits. The Municipalities may provide its tentative approval in qualified form noting any deficiency in or to the Plans to be addressed before final approval. In such event, the Municipalities' tentative approval of the Plans shall become effective upon Hoffmann's acknowledgment of the qualification, and agreement to conform such Plans to the same prior to final approval. The Municipalities shall provide a final decision approving or rejecting the Plans, or any part thereof, no later than thirty (30) days following their delivery. Upon final approval of the Plans, minor changes to the Plans (hereinafter "*Minor Plan Changes*") as determined by Hoffmann to be appropriate and necessary and which do not alter the documents previously approved by the Municipalities in any substantial manner, as determined in the reasonable discretion of the Building Commissioner or Municipal Engineer (each a "*Reviewing Party*"), shall be allowed as follows: (a) a proposed modification shall be submitted to the Reviewing Party for review; (b) upon review of the modifications, if the Reviewing Party concludes that the proposed revisions constitute Minor Plan Changes in the exercise of reasonable discretion, the Reviewing Party shall sign and adequately annotate the changes; (c) Hoffmann shall submit copies of the annotated Minor Plan

Changes in an amount required by the Municipalities, which annotated copies shall become and shall become a part of the Plans under this Agreement; (d) upon review of the proposed modifications, if the Reviewing Party concludes that the proposed revisions do not constitute Minor Plan Changes but rather of a more significant nature, Hoffmann shall be so notified and instructed to apply for such other relief as may be necessary to obtain the requisite approval from the Corporate Authorities of the Municipalities. Without limiting the aforementioned, no change shall constitute a Minor Plan Change which modifies documents in such a manner so as to omit, alter, or augment any portion of the Plans that was material in the Municipalities' approval of the same, included or changed at the request of the Municipalities during its prior review, or must be approved by a specific process or manner dictated by Applicable Laws.

2.2.4. *Construction Schedule.* No later than thirty (30) days after the approval of all Permits, Hoffmann shall submit a final Construction Schedule. Upon submission the final Construction Schedule, said schedule shall govern the timing of completion of the Project, and various phases thereof, in accordance with this Agreement.

Section 2.3. Permits. No later than sixty (60) days after the final approval of the Plans, Hoffmann shall apply for (and make all submittal requirements in conformance with Applicable Laws) all necessary Permits from all governmental agencies having applicable jurisdiction over the Project and Property. The Municipalities shall promptly process and consider reasonable requests for Permits as shall be necessary or appropriate to construct the Project in accordance with any Governmental Approvals, provided that Hoffmann submits all petitions and applications for such Permits and pays all fees and costs required by Applicable Laws. The Municipalities shall respond to each request for a Permit no later than thirty (30) days of the submission of an application therefor. If the Municipalities do not approve such application and issue such permit in such period, it shall within such thirty (30) day period provide Hoffmann with detailed written instructions on the insufficiencies or errors in such application and why such permit or certificate was not approved or issued; provided, however, the failure of the Municipalities to either approve or deliver such detailed written instructions within such thirty (30) day period shall constitute an Uncontrollable Circumstance and Event for all purposes under this Agreement. The foregoing shall apply to any supplementary, subsequent or amended permit application, request for certificate of occupancy or submittals by Hoffmann. No construction, improvement, or development of any kind shall be permitted on the Property unless and until Hoffmann has received approval of all requisite Permits as shall be necessary or appropriate to construct the Project, including those to be provided or issued by other governmental authorities. The Municipalities may withhold or issue stop work orders with respect to any Permit issued by the Municipalities if Hoffmann has failed or refuses to comply with Hoffmann's Submissions, this Agreement or Applicable Laws.

Section 2.4. Contingency. Notwithstanding anything herein to the contrary, in the event Hoffmann fails to acquire the Property, obtain all necessary Governmental Approvals, or obtain all necessary Permits for the Project and Businesses in the time prescribed above, it may terminate this Agreement. In the event of such termination, each of the parties shall be relieved of their obligations and responsibilities hereunder, and none of them shall be subject to suit, claims or damages, or any other recourse on account of such termination, under this Agreement or otherwise.

Section 2.5. Fee Responsibility. Hoffmann shall pay all normal, ordinary and customary fees and expenses chargeable including, without limitation, engineering review, attorney review, filing fees, inspection fees, and other required costs for the review and approval of any and all Hoffmann's Submissions in connection with the Property and Project.

ARTICLE III

PROJECT CONSTRUCTION

Section 3.1. Project Conformance. Hoffmann shall undertake and prosecute the Project and complete construction in accordance with Hoffmann's Submissions, this Agreement and Applicable Laws.

Section 3.2. Applicable Laws for Construction. Hoffmann warrants that it is familiar with and shall comply with Applicable Laws, including amendments thereto, which in any manner apply or affect the development of the Project including, without limitation, workmen's compensation laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, and laws regarding maximum working hours. To the extent that there are any violations of Applicable Laws, Hoffmann shall be responsible for indemnifying and holding the Municipalities free and harmless from all costs, fees and expenses incurred, directly or indirectly and including without limitation attorneys' fees, by the Municipalities in responding to and complying with demands made by any governmental departments/agencies and/or the courts, or an aggrieved employee or person and such amounts arising out of the construction of the Project. No plea of misunderstanding or ignorance thereof will be considered or accepted. Whenever required or upon the request of the Municipalities, Hoffmann shall furnish the Municipalities with satisfactory proof of compliance with Applicable Laws.

Section 3.3. Specific Statutes.

3.3.1. Hoffmann shall carefully examine the Occupational Safety and Health Act of 1970, published in May 1971, as issued by the Federal Register ("OSHA"), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required thereunder, and Hoffmann agrees to comply with all terms of OSHA and to perform and complete in a workmanlike manner all work required in full compliance therewith. Hoffmann is responsible for complying with OSHA and its regulations as amended in performing any work on the Project.

3.3.2. Hoffmann shall comply with the non-discrimination federal, state and local laws, including without limitation: the Equal Employment Opportunities Act, the American with Disabilities Act (42 U.S.C. Section 12101, *et seq.*), and the Illinois Human Rights Act. Hoffmann shall comply with the rules and regulations of the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*) (the "*Human Rights Act*"), including the mandatory provisions that each Contractor have in place written sexual harassment policies that shall include, at minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the Department and the Commission; and (vi) protection against retaliation as provided by Section 6-101 of said Act and that it has a written sexual harassment policy in place in full compliance with Section 105(A)(4) of the Human Rights Act (775 ILCS 5/2-105(A)(4)). Hoffmann shall comply with the requirements of the Human Rights Act, including but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. Hoffmann shall comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Section 12101, *et seq.*), and rules and regulations promulgated thereunder.

3.3.3. Hoffmann shall: (i) not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, unfavorable discharge from military service or arrest record status, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative

action to rectify any such underutilization; (ii) state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service in all solicitations or advertisements for employees; (iii) submit reports as required by any state agency as required by Applicable Law, furnish all relevant information as may from time to time be requested by any state agency as required by Applicable Law, and in all respect comply with the Illinois Human Rights Act; (iv) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules; and (v) include verbatim or by reference the provisions of this clause in Contract Documents so that such provisions will be binding upon such subcontractor as required by Applicable Law. In addition, Hoffmann will not utilize any Contractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

3.3.4. Hoffmann shall comply with all applicable environmental laws of any federal, state or local jurisdiction. Hoffmann shall not permit or allow the use, storage, generation, treatment, disposal or release of any hazardous substance or material on the Property. Notwithstanding the foregoing, the Municipalities acknowledges that Hoffmann is engaged in the operation of a retail business that dispenses gasoline, diesel, alternative motor fuels and other automotive products, and the use, storage, generation, treatment, disposal or release of any hazardous substance or material that is incidental to the normal and customary operation of such a facility shall not be considered a violation of this provision.

Section 3.4. Prevailing Wage. Hoffmann shall exercise its own due diligence to determine whether or not the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) is applicable to the Project, or components thereof. To the extent applicable, Hoffmann shall comply with the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) such that not less than the prevailing rate of wages as established by Department of Labor applicable in Cook County or determined by the court on review shall be paid to all laborers, workers and mechanics performing work under this Agreement or Construction Contracts. To the extent applicable, Hoffmann shall include in bids or requests for proposals to Contractors the cost for the current prevailing wage. To the extent that there are any violations of the Prevailing Wage Act and any demands are made upon the Municipalities, Hoffmann shall be responsible for indemnifying and holding the Municipalities free and harmless from all costs incurred, directly or indirectly, by the Municipalities in responding to and complying with demands made by the Department of Labor, or an aggrieved employee except to the extent that such costs resulting from the willful and wanton acts or omissions of the Municipalities.

Section 3.5. Contractors. It is expressly agreed and understood by Hoffmann that the terms of this Agreement shall be binding and applicable to all Contractors working on the Project. Hoffmann shall ensure that each Contractor is aware of the obligations imposed under this Agreement and shall take commercially reasonable efforts to ensure each Contractor complies herewith at all times, including compliance with Applicable Laws. Hoffmann shall promptly notify the Municipalities in the event any Contractor fails or refuses to comply herewith. Hoffmann shall deliver to the Municipalities, no later than five (5) days after its receipt of the same, any and all mechanics liens of Contractors relating to the Property or Project.

Section 3.6. Project Commencement. Hoffmann shall commence construction on the Project no later than ninety (90) days after its receipt of the Permits subject to Uncontrollable Events. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, in no event shall Hoffmann be required to commence construction during the Freeze Period and if the timing of the issuance

of any Permits shall be such that the foregoing ninety (90) day period shall expire during the Freeze Period, then the ninety (90) day period shall be automatically extended until the following April 1. In the event Hoffmann shall be prohibited from commencing construction of the Project due to any Uncontrollable Delays or Events prior to the date that any Permits obtained for the Project have expired, the Municipalities hereby agrees to extend such expiration date or reissue new Permits for the Project.

Section 3.7. Staging. Hoffmann shall stage all construction materials, equipment and machinery on the Property. No staging shall be permitted in the right-of-way or outside the boundaries of the Property unless work is being performed in such area and Hoffmann is specifically authorized by the Municipalities or other applicable jurisdictional authority in writing.

Section 3.8. Diligent Construction. Following commencement of construction, Hoffmann shall continue without interruption or delay (excluding any delays resulting from any Uncontrollable Events or Circumstances), and otherwise diligently pursue and prosecute the development of the Project to completion in accordance with the Construction Schedule. Hoffmann shall maintain an adequate number of workers employed on the Project during normal working hours to ensure timely completion as provided herein.

Section 3.9. Progress Reports. Upon the written request of the City and/or Village, Hoffmann shall deliver to the City and/or Village a progress report which shall describe the status of the work on the Project, any proposed changes to the Construction Schedule, and any proposed revised Substantial Completion date, if necessary, due to Uncontrollable Circumstances. Upon written request from the City and/or Village, Hoffmann shall meet with the Municipalities, and make presentations thereto as reasonably requested in order to keep the Municipalities apprised of the progress of the Project. To the extent expressly and specifically requested by the City and/or Village, Hoffmann's presentation shall include certain information relating to the Project, including, without limitation, engineering analyses, architectural analyses, as well as appropriate development team personnel, at any such progress meeting so as to provide an accurate progress report.

Section 3.10. Substantial Completion. Hoffmann shall, subject to Uncontrollable Circumstances, and other adjustments permitted by the terms of this Agreement, including without limitation changes to the Construction Schedule for the Project as contemplated under Section 2.2.4 hereof, cause Substantial Completion of the Project to occur no later than December 31, 2021. The construction of the Project shall at all times proceed in conformance with and according to the Construction Schedule.

Section 3.11. Final Completion. Hoffmann shall be responsible for supervising and coordinating the completion of "punch list" items and warranty work no later than ninety (90) days following Substantial Completion of the Project.

Section 3.12. Opening Day. Subject to Uncontrollable Circumstances, Hoffmann shall use commercially reasonable efforts to have the businesses on the Property open for business on or before thirty (30) days following Final Completion, but not before a final inspection has occurred and a certificate of occupancy has been issued.

Section 3.13. Inspection Rights. The Building Commissioner and the Municipal Engineer, or their designee(s), shall have the right at all times during normal business hours to inspect the progress of the construction of the Project; provided that such inspection shall not unreasonably interfere with Hoffmann construction activities on the Property and subject to Hoffmann reasonable rules and restrictions governing such parties presence on the Property. In the event such inspection is unreasonably denied, Hoffmann shall be issued a stop work order and all Contractors on the Property shall be removed, and no work shall be thereafter commenced or prosecuted until ordered after the inspection is granted.

Section 3.14. Union Project. Hoffmann agrees and covenants that it will not contract, and no Contractor shall sub-contract, irrespective of tier, for any construction-related work on the Project to be done on the Property except to a person, firm, or corporation that is a union signatory. The Municipalities, upon their joint written consent, may agree waive this section as to any particular portion of the work to be performed to the extent Hoffmann shows that compliance herewith is impossible, impracticable, or unreasonable under specific circumstances.

ARTICLE IV

UTILITIES AND OTHER IMPROVEMENTS

Section 4.1. Utilities in General. Hoffmann shall be solely responsible for acquiring such right-of-ways, easements or other land rights from third-parties for the extension of public water, sanitary and storm sewer utility service and mains from existing locations to the Property. To the extent possible, the Municipalities shall allow for the construction of such utilities within existing public easements or right-of-ways. Hoffmann shall be responsible, at its sole cost and expense, for the construction of water, sanitary and storm mains and other utilities and accessory improvements, whether on the Property or otherwise, whether private (on the Property) or public, and whether located in a public easement or not, and the same shall be constructed in accordance with Hoffmann's Submissions and Applicable Laws. Hoffmann shall have the right to tap into public mains owned and operated by the Municipalities for use with the Project, subject to any recapture or tap-on fees or obligations, and subject to the Municipal Engineer's satisfaction that the size and capacity of the same will allow for service and orderly development of the Property. The Municipalities' acceptance of any public utility mains and/or easements shall be conditioned upon the delivery, approval and acceptance of a bill of sale and/or dedication of land, which shall be contingent upon the Municipal Engineer's commercially reasonable satisfaction that the same are acceptable and have been completed in accordance with this Agreement and Applicable Law. In no event shall any parcel of the Property intended or designed to provide storm water detention be transferred or conveyed separately or apart from any other parcel(s) making up the Property.

Section 4.2. Process Governing Construction in the Public Right-of-Way or Public Improvements. Any and all construction within the public right of way or of any public improvement shall be subject to and governed by Applicable Laws then in effect at the time of issuance of a permit therefor. The Municipalities, at the discretion of the Municipal Engineer, may require Hoffmann to post a maintenance bond or a letter of credit as security for the satisfactory completion of such work as a condition of the issuance of a permit therefor.

Section 4.3. Sanitary Sewer Connection. Hoffmann connect to the Metropolitan Water Reclamation District ("MWRD") Interceptor located at or near that portion of the Property located in Countryside.

ARTICLE V

INSURANCE AND INDEMNIFICATION

Section 5.1. Liability Insurance. Prior to the issuance of Permits, Hoffmann shall procure and deliver to the Municipalities, at Hoffmann's cost and expense, a policy or policies of comprehensive liability insurance and such shall maintain in full force and effect until each and every obligation of Hoffmann contained herein has been fully paid or performed, and, during any period of construction, contractor's liability insurance, and worker's compensation insurance, with liability coverage under the comprehensive liability insurance to shall be not less than One Million and no/100 Dollars (\$1,000,000.00) each occurrence and Five Million and no/100 Dollars (\$5,000,000.00) aggregate. All such policies shall be

in such form and issued by such companies carrying an A.M. Best's financial rating of at least A-, and a FSC of VII, in order to protect the Municipalities and Hoffmann against any liability incidental to the use of or resulting from any claim for injury or damage occurring in, on or about the Property, or during the construction and improvement of the Property and Project by Hoffmann, except to the extent arising from the willful, wanton and/or negligent acts or omissions of the Municipalities (or its agents, employees and contractors). Each such policy shall name the Municipalities as an additional insured and shall contain an affirmative statement by the issuer that it will give written notice to the Municipalities at least thirty (30) days prior to any cancellation or amendment of its policy. Hoffmann shall provide to the Municipalities a replacement certificate not less than thirty (30) days prior to expiration of any policy.

Section 5.2. Builder's Risk Insurance. Prior to the issuance of Permits, Hoffmann or its Contractor shall procure and deliver copies to the Municipalities, at Hoffmann's cost and expense, and shall maintain in full force and effect until each and every obligation of Hoffmann or its Contractor contained herein has been fully paid or performed, builder's risk insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Project (including on-site stored materials), all as to work by Hoffmann or its Contractor. Such insurance policies shall be issued by companies carrying an A.M. Best's financial rating of at least A-, and a FSC of VII. Each such policy shall contain an affirmative statement by the issuer that it will give written notice to the Municipalities at least ten (10) days prior to any cancellation or amendment of its policy. Hoffmann or its Contractor shall provide to the Municipalities a replacement certificate not less than thirty (30) days prior to expiration of any policy.

Section 5.3. Indemnity; Defend; Hold Harmless. Hoffmann hereby agrees to defend, indemnify and hold harmless the Municipalities, its officers, employees and agents (the "*Municipal Parties*"), to and from any and all claims that may be asserted at any time against any of them arising out of or related to environmental conditions, hazardous substances, and hazardous materials related to the Property and Project. Hoffmann hereby agrees to defend, indemnify and hold harmless Municipal Parties against, and to protect, save and keep harmless from, 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, settlements, costs, expenses and disbursements (including reasonable attorney's fees) ("*Claims*") of whatever kind and nature, which may be imposed on or incurred by any person, including third-parties, related to this Agreement, the Property, and the Project, including, without limitation, construction work under this Agreement or Construction Contracts, excluding any Claims resulting from any willful, wanton and/or negligent acts or omissions of Municipal Parties. Any insurance policy maintained by the Municipalities shall be non-contributory with respect to such Claim.

ARTICLE VI

DEVELOPMENT INCENTIVES

Section 6.1. Development Incentives. Hoffmann shall be responsible and pay all costs associated with the Project. In order that Hoffmann will proceed with the Project, the Municipalities agree to provide to Hoffmann with financial assistance the principal amount of which shall be no greater than one hundred percent (100%) of the Eligible Costs certified by the Municipalities, or \$4,693,066, whichever is lesser, which shall constitute the "*Total Incentive Principal*," and shall be subject to reimbursement by rebates to Hoffmann through: (a) the Food and Beverage Incentive; (b) the Hotel Incentive; (c) the Sales Incentive; (d) the Vehicle Fuel Incentive; and (e) Video Gaming Incentive, all as provided herein (the "*Development Incentives*"). The parties hereto acknowledge and agree, and the Municipalities do hereby make an affirmative finding of fact, that the Project would not reasonably commence and proceed without the Development Incentives.

Section 6.2. Food and Beverage Incentive. Commencing the first Payment Date, and each Payment Date thereafter, the Municipalities shall rebate to Hoffmann one hundred percent (100%) of Food and Beverage Tax Revenue generated by businesses on the Property. Except as otherwise provided in this Agreement, the Municipalities' obligation to rebate Food and Beverage Tax Revenue to Hoffmann shall continue until the earlier of the fifteenth (15th) Payment Date or the Total Incentive Principal has been satisfied from Development Incentives. For each Food and Beverage Tax Reporting Period following commencement of any business on the Property, the Municipalities shall deposit into the Project Rebate Fund one hundred percent 100% of the Food and Beverage Tax Revenue generated by businesses on the Property. The amount of the Food and Beverage Tax Revenue shall be based upon returns and payments actually received by the Municipalities; provided, however, that the failure of the Municipalities to deposit any Food and Beverage Tax Revenue to which Hoffmann is entitled are received by the Municipalities but are not deposited into the Project Rebate Fund or otherwise remitted to Hoffmann as required under the terms of this Agreement then such failures shall constitute an Event of Default by the Municipalities hereunder. The Municipalities shall, each Payment Date, remit in full to Hoffmann, its share of Food and Beverage Tax Revenues for such concluded Food and Beverage Tax Reporting Periods that precede said Payment Date not subject to a previous pay-out and any other prior Food and Beverage Tax Reporting Periods for which Hoffmann has not received a disbursement as required hereunder, as collected, verified and on deposit in the Project Rebate Fund. The Municipalities shall be under no obligation to remit any monies whatsoever until Food and Beverage Tax Revenue is received from businesses on the Property, but the Municipalities reserve the right to make such earlier and additional payments in such amounts and at such times as the Municipalities, in their sole discretion, deem appropriate; provided, however, that in the event that the payment of the Food and Beverage Tax Revenue to the Municipalities is suspended or discontinued for any reason other than the acts and/or omissions of Hoffmann, then the term of this Agreement shall toll on a day-for-day basis for the period that the remittance of the Food and Beverage Tax Revenue is suspended or discontinued, but such tolling shall apply only to Food and Beverage Tax Revenue, and the expiration of the term of this Agreement as specified in Sections 6.2, 6.3, 6.4, 6.5, 6.6 or 6.10(d) of this Agreement shall be extended for a period equal to such suspension or discontinuance.

Section 6.3. Hotel Incentive. Commencing the first Payment Date, and each Payment Date thereafter, the Municipalities shall rebate to Hoffmann one hundred percent (100%) of Hotel Tax Revenue generated by businesses on the Property. Except as otherwise provided in this Agreement, the Municipalities' obligation to rebate Hotel Tax Revenue to Hoffmann shall continue until the earlier of the fifteenth (15th) Payment Date or the Total Incentive Principal has been satisfied from Development Incentives. For each Hotel Tax Reporting Period following commencement of any business on the Property, the Municipalities shall deposit into Project Rebate Fund one hundred percent (100%) of the Hotel Tax Revenue generated by businesses on the Property. The amount of the Hotel Tax Revenue shall be based upon returns and payments actually received by the Municipalities; provided, however, that the failure of the Municipalities to deposit any Hotel Tax Revenue to which Hoffmann is entitled are received by the Municipalities but are not deposited into the Project Rebate Fund or otherwise remitted to Hoffmann as required under the terms of this Agreement then such failures shall constitute an Event of Default by the Municipalities hereunder. The Municipalities shall, each Payment Date, remit in full to Hoffmann, its share of Hotel Tax Revenues for such concluded Hotel Tax Reporting Periods that precede said Payment Date not subject to a previous pay-out and any other prior Hotel Tax Reporting Periods for which Hoffmann has not received a disbursement as required hereunder, as collected, verified and on deposit in the Project Rebate Fund. The Municipalities shall be under no obligation to remit any monies whatsoever until Hotel Tax Revenue is received from businesses on the Property, but the Municipalities reserve the right to make such earlier and additional payments in such amounts and at such times as the Municipalities, in their sole discretion, deem appropriate; provided, however, that in the event that the payment of the Hotel Tax Revenue to the Municipalities is suspended or discontinued for any reason other than the acts and/or omissions of Hoffmann, then the term of this Agreement shall toll on a day-for-day basis for the period that the remittance of the Hotel Tax Revenue is suspended or discontinued, but such tolling shall apply only to

Hotel Tax Revenue, and the expiration of the term of this Agreement as specified in Sections 6.2, 6.3, 6.4, 6.5, 6.6 or 6.10(d) of this Agreement shall be extended for a period equal to such suspension or discontinuance.

Section 6.4. Sales Incentive. Commencing the first Payment Date, and each Payment Date thereafter, the Municipalities shall rebate to Hoffmann one hundred percent (100%) of the Sales Tax Revenue generated by businesses on the Property. Except as otherwise provided in this Agreement, the Municipalities' obligation to rebate Sales Tax Revenue to Hoffmann shall continue until the earlier of the fifteenth (15th) Payment Date or the Total Incentive Principal has been satisfied from Development Incentives.

6.4.1. *Sequester of Sales Tax Revenues.* For each Sales Tax Reporting Period following commencement of any business on the Property, the Municipalities shall deposit into the Project Rebate Fund one hundred percent (100%) of the Sales Tax Revenue generated by businesses on the Property.

6.4.2. *Alternative Revenue.* If the Municipalities no longer receive Sales Tax Revenue from the businesses on the Property due to a change in the law by the State of Illinois, then the Municipalities shall make payments to Hoffmann from any alternate sources of revenue provided to the Municipalities by the State of Illinois specifically as a replacement or substitute for the Sales Tax Revenue presently received by the Municipalities (the "*Alternate Tax Revenue*") and, in that event, the payment to Hoffmann shall be calculated as if the Municipalities were continuing to receive the Sales Tax Revenue at a rate equal to the tax rate applicable to the Municipalities' share of the Sales Tax immediately prior to the elimination of Hoffmann's gross sales that would have been subject Sales Tax such that Hoffmann shall receive an amount not less than one hundred percent (100%) of the Sales Tax Revenue generated by businesses on the Property. The Alternate Tax Revenue shall be subject to a proportionate reduction in the event that it does not constitute, or is not intended to constitute, a one hundred percent (100%), dollar-for-dollar, replacement of the Sales Tax Revenue previously received by the Municipalities. Notwithstanding the foregoing, the payment to Hoffmann from Alternate Tax Revenue is contingent upon the ability of the Municipalities to obtain, and confirm as accurate, gross sales by Hoffmann that would have been subject to Sales Tax in the same form that such information would have been furnished to the Illinois Department of Revenue. In the event that said gross sales figures cannot be obtained or confirmed as accurate by the Municipalities, the Municipalities shall have no obligation to tender any payments hereunder to Hoffmann.

6.4.3. *Sales Tax Reports.* The Municipalities shall request and rely on a statement from the Illinois Department of Revenue as to the dollar amount of Sales Tax Revenue paid to the State of Illinois for the benefit of the Municipalities during the prior Sales Tax Reporting Period and Hoffmann shall file a PTAX 2001 or equivalent form with the Illinois Department of Revenue authorizing the release of all monthly sales tax forms filed by Hoffmann during the term of this Agreement to the Municipalities.

6.4.4. *Reimbursement Mechanism.* So long as Hoffmann has complied with the provisions of Section 6.4.3 above, the Municipalities shall, each Payment Date, remit in full to Hoffmann, its share of Sales Tax Revenue for such concluded Sales Tax Reporting Periods preceding said Payment Date not subject to a previous pay-out and any other prior Sales Tax Reporting Periods for which Hoffmann has not received a disbursement as required hereunder, as collected, verified and on deposit in the Project Rebate Fund. The Municipalities shall be under no obligation to remit any monies whatsoever until Sales Tax Revenue is received from the Illinois Department of Revenue, but the Municipalities reserve the right to make such earlier and additional payments in such

amounts and at such times as the Municipalities, in their sole discretion, deem appropriate. The accounting for Sales Tax Revenue shall be made on the basis of when the Sales Tax Revenue is actually paid to the Municipalities, not when Hoffmann or any retailer on the Property actually pays sales tax to the Illinois Department of Revenue provided, however, that in the event that the payment of the Sales Tax Revenue to the Municipalities is suspended or discontinued by the Illinois Department of Revenue for any reason other than the acts and/or omissions of Hoffmann, then the term of this Agreement shall toll on a day-for-day basis for the period that the remittance of the Sales Tax Revenue is suspended or discontinued, but such tolling shall apply only to Sales Tax Revenue, and the expiration of the term of this Agreement as specified in Sections 6.2, 6.3, 6.4, 6.5, 6.6 or 6.10(d) of this Agreement shall be extended for a period equal to such suspension or discontinuance.

6.4.5. *Existing Retail Locations.* Hoffmann acknowledges and discloses that it currently operates businesses similar to that to be operated on the Property at other locations in the State of Illinois. Hoffmann promises, covenants and warrants that none of the Sales Tax Revenue that is proposed to be generated from or at the Property would have been paid to another jurisdiction in the absence of this Agreement. Hoffmann further promises, covenants, and warrants that none of its sales of tangible personal property occurring in the Municipalities will be delivered to purchasers at its retail locations in other jurisdictions. In support of the aforementioned, Hoffmann expressly promises, covenants and warrants that the sales to occur on the Property, and within the Municipalities, shall be new and additional sales to Hoffmann, and the consequence of an expanded business enterprise, which its locations in other jurisdictions will not support.

6.4.6. *Duty to Defend, Indemnify and Hold Harmless.* Hoffmann shall be obligated to defend, indemnify and hold harmless the Municipalities, their officers and employees, for any cause of action arising from a violation of 65 ILCS 5/8-11-21. The Municipalities may, but shall not be obligated to, defend any court action that may be brought attacking the Municipalities' power or authority under this Section or perform any of its provisions, including any appeals reasonably required. In the event the Municipalities elect not to defend such actions, Hoffmann shall defend, indemnify and hold harmless the Municipalities from any and all claims and damages claimed thereby. In the event the provisions of this Section or any material provision contained herein is deemed by a court to be illegal or in violation of the laws of the State of Illinois, such decision/judgment shall relieve the Municipalities from past/future performance and the provisions of this Section shall terminate without recourse from the Municipalities to Hoffmann.

6.4.7. *Reporting.* Hoffmann shall, no later than ten (10) days after the execution of this Agreement, provide to the Municipalities such information sufficient to permit them to file their report to the Illinois Department of Revenue pursuant 65 ILCS 5/8-11-21 including, but not limited to, whether or not Hoffmann maintains additional places of business in the State of Illinois other than on the Property, the common address of such locations, and the name of any business who is not a party to this Agreement but who directly or indirectly receives a share, refund, or rebate of the Sales Tax Revenue.

6.4.8. *Legislative Action.* The amount of Sales Tax Revenues received from the State of Illinois through the Local Government Tax Fund or otherwise, including any reduction on account of amounts being retained by the State of Illinois as an administrative fee, may be affected by legislation passed by the Illinois Generally Assembly. It is expressly acknowledged and agreed that the amount of Sales Tax Revenues deposited in the Project Rebate Fund shall be based on the amounts actually received by the Municipalities, and not amounts collected by businesses on the Property and reported to the State of Illinois; provided, however, in the event that Sales Tax Revenues to which Hoffmann is entitled are received by the Municipalities but are not remitted to

Hoffmann as required under the terms of this Agreement then such failures shall constitute an Event of Default by the Municipalities hereunder.

Section 6.5. Vehicle Fuel Incentive. Commencing the first Payment Date, and each Payment Date thereafter, the Municipalities shall rebate to Hoffmann one hundred percent (100%) of Vehicle Fuel Tax Revenue generated by businesses on the Property. Except as otherwise provided in this Agreement, the Municipalities' obligation to rebate Vehicle Fuel Tax Revenue to Hoffmann shall continue until the earlier of the fifteenth (15th) Payment Date or the Total Incentive Principal has been satisfied from Development Incentives. For each Vehicle Fuel Tax Reporting Period following commencement of any business on the Property, the Municipalities shall deposit into the Project Rebate Fund one hundred percent (100%) of the Vehicle Fuel Tax Revenue generated by businesses on the Property. The amount of the Vehicle Fuel Tax Revenue shall be based upon returns and payments actually received by the Municipalities; provided, however, that the failure of the Municipalities to deposit any Vehicle Fuel Tax Revenue to which Hoffmann is entitled are received by the Municipalities but are not deposited into the Project Rebate Fund or otherwise remitted to Hoffmann as required under the terms of this Agreement then such failures shall constitute an Event of Default by the Municipalities hereunder. The Municipalities shall, each Payment Date, remit in full to Hoffmann, its share of Vehicle Fuel Tax Revenues for such concluded Vehicle Fuel Tax Reporting Periods that precede said Payment Date not subject to a previous pay-out and any other prior Vehicle Fuel Tax Reporting Periods for which Hoffmann has not received a disbursement as required hereunder, as collected, verified and on deposit in the Project Rebate Fund. The Municipalities shall be under no obligation to remit any monies whatsoever until Vehicle Fuel Tax Revenue is received from businesses on the Property, but the Municipalities reserve the right to make such earlier and additional payments in such amounts and at such times as the Municipalities, in their sole discretion, deem appropriate; provided, however, that in the event that the payment of the Vehicle Fuel Tax Revenue to the Municipalities is suspended or discontinued for any reason other than the acts and/or omissions of Hoffmann, then the term of this Agreement shall toll on a day-for-day basis for the period that the remittance of the Vehicle Fuel Tax Revenue is suspended or discontinued, but such tolling shall apply only to Vehicle Fuel Tax Revenue, and the expiration of the term of this Agreement as specified in Sections 6.2, 6.3, 6.4, 6.5, 6.6 or 6.10(d) of this Agreement shall be extended for a period equal to such suspension or discontinuance.

Section 6.6. Video Gaming Incentive. Commencing the first Payment Date, and each Payment Date thereafter, the Municipalities shall rebate to Hoffmann one hundred percent (100%) of Video Gaming Tax Revenue generated by businesses on the Property. Except as otherwise provided in this Agreement, the Municipalities' obligation to rebate Video Gaming Tax Revenue to Hoffmann shall continue until the earlier of the fifteenth (15th) Payment Date or the Total Incentive Principal has been satisfied from Development Incentives. For each Video Gaming Tax Reporting Period following commencement of any business on the Property, the Municipalities shall deposit into the Project Rebate Fund one hundred percent (100%) of the Video Gaming Tax Revenue generated by businesses on the Property. The amount of the Video Gaming Tax Revenue shall be based upon returns and payments actually received by the Municipalities; provided, however, that the failure of the Municipalities to deposit any Video Gaming Tax Revenue to which Hoffmann is entitled are received by the Municipalities but are not deposited into the Project Rebate Fund or otherwise remitted to Hoffmann as required under the terms of this Agreement then such failures shall constitute an Event of Default by the Municipalities hereunder. The Municipalities shall, each Payment Date, remit in full to Hoffmann, its share of Video Gaming Tax Revenues for such concluded Video Gaming Tax Reporting Periods that precede said Payment Date not subject to a previous pay-out and any other prior Video Gaming Tax Reporting Periods for which Hoffmann has not received a disbursement as required hereunder, as collected, verified and on deposit in the Project Rebate Fund. The Municipalities shall be under no obligation to remit any monies whatsoever until Video Gaming Tax Revenue is received from the Illinois Department of Revenue, but the Municipalities reserve the right to make such earlier and additional payments in such amounts and at such times as the Municipalities, in their sole discretion, deem appropriate. The accounting for Video Gaming Tax Revenue shall be made on the basis of when the Video

Gaming Tax Revenue is actually paid to the Municipalities, not when Hoffmann or any person on the Property actually pays sales tax to the Illinois Department of Revenue provided, however, that in the event that the payment of the Video Gaming Tax Revenue to the Municipalities is suspended or discontinued by the Illinois Department of Revenue for any reason other than the acts and/or omissions of Hoffmann, then the term of this Agreement shall toll on a day-for-day basis for the period that the remittance of the Video Gaming Tax Revenue is suspended or discontinued, but such tolling shall apply only to Video Gaming Tax Revenue, and the expiration of the term of this Agreement as specified in Sections 6.2, 6.3, 6.4, 6.5, 6.6 or 6.10(d) of this Agreement shall be extended for a period equal to such suspension or discontinuance.

Section 6.7. Local Sourcing. For purposes of this Agreement, and unless otherwise required by applicable law or a court of competent jurisdiction, the parties agree that the following taxes and rates, which will be administered and collected locally, will be sourced, and returns shall be filed, as follows:

JURISDICTION	TAX	TAX RATE
City of Countryside	Food and Beverage Tax	1.00%
City of Countryside	Hotel Tax	5.00%
City of Countryside	Vehicle Fuel Tax	\$0.04 per gallon

The parties agree that the sales applicable to the above-referenced taxes shall be sourced as provided herein even though the State of Illinois may source the same sale, for Sales Tax purposes, to the other jurisdiction. To the extent required by law or a court of competent jurisdiction, the parties agree that they will alter the source jurisdiction identified above to the other Municipality in order to give full force and effect to the intentions of the parties under this Agreement. To the extent a particular tax is ruled invalid or inapplicable, and sourcing the sales to the other Municipality is not an option, Hoffmann agrees that it shall voluntarily place on such sales a surcharge at the rate that would be applicable had the tax continued, and it will collect the surcharge and file returns with the jurisdiction identified above as if the tax continues to be in full force and effect. In such instance, the Municipalities' obligations under this Agreement with respect to the surcharge revenues shall be the same as the tax revenues they are intended to replace. Notwithstanding the above, Hoffmann shall contemporaneously deliver copies of any tax returns filed with the City with the Village, and vice versa, as may be applicable.

Section 6.8. State Sourcing. For purposes of that portion of the Sales Tax attributable to either the Countryside Home Rule Sales Tax or the Hodgkins Home Rule Sales Tax, if sales, or any portion thereof, are sourced to Countryside, Hoffmann shall pay the Countryside Home Rule Sales Tax, but in addition thereto, it shall voluntarily place on such sales a surcharge at the rate 0.25% such that the amount collected by reason of the Countryside Home Rule Sales Tax and the surcharge equal the rate imposed under the Hodgkins Home Rule Sales Tax. In such instance, Hoffmann shall collect the surcharge and file returns with Countryside in the same manner and at the same time as it does with the State for the Countryside Home Rule Sales Tax. In such instance, the Municipalities' obligations under this Agreement with respect to the surcharge revenues shall be the same as the Sales Tax Revenues distributed to them by the State of Illinois.

Section 6.9. Eligible Costs. The Municipalities and Hoffmann shall adhere to the following procedures for the requisition and certification of Eligible Costs for the Project.

6.9.1. Eligible Costs Requisition. Hoffmann shall submit to the Municipalities no later than ninety (90) days following the issuance of a certificate of occupancy a request for the Municipalities to certify the eligibility of certain expenditures as Eligible Costs (the "Requisition"). The Requisition shall be made under oath executed by a duly authorized officer of Hoffmann setting forth: (a) a statement identifying the total amount of expenditures requested to be certified as an Eligible Cost;

(b) a statement that the expenditures represent costs actually incurred by Hoffmann on or in pursuit of the Project; (c) a statement that Hoffmann has approved all work and materials relating to such expenditures; (d) a statement that Hoffmann has received no notice and has no knowledge of any mechanics' liens or claim of mechanics' liens either filed or threatened against Hoffmann, the Property or the Project with respect to expenditures for which Hoffmann is requesting reimbursement; (e) a statement that the summary of expenditures submitted therewith is true and accurate; and (f) a statement that the supporting exhibits are accurate, true, complete and do not omit information that would render the same misleading. The Requisition shall include a summary (the "Summary") of all expenditures for which Hoffmann seeks reimbursement identifying the following information: (a) amount expended; (b) date of expenditure; (c) purpose of expenditure; and (d) citation to tab of the supporting exhibits containing documentation supporting the expenditure. In addition to the requisition and summary, Hoffmann shall submit a tabbed binder corresponding to specific expenditures identified in the Summary which shall contain for each expenditure: (a) obligating document (e.g., contract, invoice, etc.); (b) Hoffmann's proof of payment (e.g., cancelled check, receipt, etc.); and, (c) any lien waiver or release related thereto. All documentation shall demonstrate that the costs constitute bona fide expenditures actually made and incurred by Hoffmann in connection with the Project, and are not otherwise excluded from the definition of Eligible Costs.

6.9.2. *Review and Certification.* The Municipalities shall review all expenditures and documents submitted on a monthly basis by Hoffmann and have the same certified or denied in whole or in part by the Corporate Authorities of the Municipalities within thirty (30) days after submission of all required documents; provided, however, that any denial of the Requisition by the Municipalities shall be in writing and shall state with specificity the reasons for such denial which shall be commercially reasonable in all cases and thereafter Hoffmann shall have the right to resubmit the Requisition to address any deficiencies identified in the Municipalities' denial notice and the Municipalities shall reasonably consider such resubmission. Such request shall be certified if in accordance with the provisions of this Agreement and Applicable Law. In the event that the Municipalities fail to certify or deny the request within thirty (30) days after submission of all requested documents, provided the corporate authorities have held a regularly scheduled meeting on any one of the final five (5) business days of said period, the request shall be deemed certified. All other requests shall be certified or denied at the next regularly scheduled meeting occurring after said period, provided if no such certification or denial is given, the request shall be deemed certified. Nothing herein shall constitute or cause the certification of requests or portions thereof that do not otherwise constitute Eligible Costs under this Agreement, or exceed limits set forth in this Agreement, whether by waiver or otherwise. No Project expenditures shall be subject to reimbursement unless certified by the Municipalities as an Eligible Cost. Certification as an Eligible Cost is a prerequisite to Hoffmann's entitlement to reimbursement through Development Incentives. The amount of Eligible Costs certified shall constitute the Total Incentive Principal.

Section 6.10. Mechanics of Payment. The Municipalities and Hoffmann shall adhere to the following procedure for the payment of rebates of Tax Revenue:

6.10.1. On the first Payment Date, and each Payment Date thereafter, the Municipalities shall calculate: (i) the sum of the gross Development Incentives applicable on that Payment Date, which shall equal the Business Tax Revenues on deposit in the Project Rebate Fund, and (ii) the Total Incentive Principal remaining;

6.10.2. On the first Payment Date, and each Payment Date thereafter, the Municipalities shall rebate to Hoffmann the sum of Business Tax Revenue in the Project Rebate Fund on the Payment Date until such time as the Total Incentive Principal is satisfied, at which time the Municipalities

obligations to make further disbursements from the Project Rebate Fund shall be extinguished;

6.10.3. If the Total Incentive Principal is not satisfied by the fifteenth (15th) Payment Date, the Municipalities' obligation to reimburse Hoffmann for any remaining Total Incentive Principal shall be extinguished and shall not be deemed to be owing and unpaid, it being the express intent of the Municipalities and Hoffmann that all obligations of the Municipalities arising under this Agreement and remaining outstanding shall be fully released thereupon; and,

6.10.4. The Total Incentive Principal shall be subject to mandatory prepayment on any Payment Date in whole or in part without premium or penalty.

Section 6.11. Limitations. No Development Incentives shall be paid unless all of the following conditions are satisfied at the time of disbursement: (a) all real estate taxes due and payable for the Property have been paid in full; (b) no default has been declared under this Agreement; (c) there shall be no unsatisfied mechanic's liens asserted against Hoffmann or the Property on account of the Project; and (d) the Businesses are operational on the Property.

Section 6.12. Prohibited Incentives. Except as otherwise provided in this Agreement, no cost, fee, expense or tax payable to, assessed or levied by the Municipalities shall count towards Hoffmann's total amount of certified Eligible Costs nor shall they be reimbursable from Development Incentives.

Section 6.13. Future/Other Incentives. Hoffmann acknowledges and agrees that it has no expectation, and that the Municipalities shall be under no obligation to grant or provide, any other or incentives or further reimbursements, irrespective of whether they qualify as Eligible Costs, not otherwise specified or provided for in this Article.

Section 6.14. Not General Obligation. The sole and only source of funds available to Hoffmann for the reimbursement of Eligible Costs is Business Tax Revenues deposited in the Project Rebate Fund, the receipt of which shall be a condition precedent to any obligation of the Municipalities to rebate Business Tax Revenues to Hoffmann and, as such, no debt from the Municipalities to Hoffmann shall exist unless the Municipalities have first received the Business Tax Revenues, or applicable portion thereof. Except as otherwise provided herein, no other pledge of money or revenue is made for the payment of Eligible Costs, and no lien or other secured interest in any other property, funds or accounts of the Municipalities are created or shall exist for the payment thereof. Neither Hoffmann nor any other person shall have the right to compel the exercise of any taxing power of the Municipalities for payment of Eligible Costs under this Agreement. The obligations of the Municipalities under this Agreement do not constitute an indebtedness of the Municipalities or a loan of credit thereof within the meaning of any statutory or constitutional limitation.

Section 6.15. Appropriation. Monies on deposit in the Project Rebate Fund shall be continually and irrevocably appropriated each fiscal year for payment to Hoffmann in reimbursement of Eligible Costs incurred on the Project as provided in this Agreement.

Section 6.16. No Assignment. Hoffmann's rights to reimbursement for Eligible Costs is not assignable or subject to securitization without the express written consent of the Municipalities, which may be withheld in their sole discretion; provided, however, that the foregoing restriction shall not be applicable to: (a) a transfer of Hoffmann's rights and obligations under this Agreement in connection with a sale of substantially all of its business, voting stock and/or assets, or in the event of a merger of Hoffmann into or with another entity regardless of whether Hoffmann is the surviving entity following such merger, and the consent or approval of the Municipalities shall not be required for any transfer or assignment of this Agreement by Hoffmann in connection with such transactions; and (b) any assignment, securitization, or

transfer authorized by Section 8.1.4.

Section 6.17. Authorized Representative. Each respective Project Rebate Fund shall be maintained and subject audit, accounting, and reporting to/from the Municipalities and Hoffmann. For such purposes, the following officers shall be and constitute authorized representatives of the parties: (a) Countryside – Finance Director; (b) Hodgkins – Comptroller; and (c) Hoffmann – Chief Financial Officer of Ala Carte Entertainment.

Section 6.18. Confidentiality. Except to the extent disclosure is required under applicable law, the Municipalities hereby covenant and agree that any and all information regarding sales generated from the businesses operating on the Property, including without limitation all tax receipts from business operating on the Property, shall be kept confidential by the Municipalities and their elected officials, employees, officers, agents, counsel and consultants, and shall be used only for the purpose of monitoring compliance with this Agreement, to audit this Agreement and/or to calculate any amounts due and owing Hoffmann pursuant to this Agreement. The Municipalities acknowledge that information on sales generated from the operation of any businesses on the Property as well as all information pertaining to the Business Tax Revenues generated from such businesses (collectively, the “*Protected Information*”) is proprietary and competitive. Except to the extent disclosure is required under applicable law, which required disclosures shall include an order of the Illinois Attorney General or a court of competent jurisdiction requiring the Municipalities to disclose such information, the Municipalities hereby covenant and agree that any and all Protected Information, shall be kept confidential by the Municipalities and their elected officials, employees, officers, agents, counsel and consultants, and shall be used only for the purpose of monitoring compliance with this Agreement, to audit this Agreement and/or to calculate any amounts due and owing Hoffmann pursuant to this Agreement. Notwithstanding the foregoing, in the event the Municipalities reasonably believe that they shall be required under applicable law to disclose any Protected Information, the Municipalities may notify Hoffmann of any such request by facsimile or email. Hoffmann shall have forty-eight (48) hours after said notice is sent to instruct the Municipalities to agree or deny the request. In the event the Municipalities are instructed by Hoffmann to deny a request, and the Municipalities comply with Hoffmann’s request, Hoffmann shall indemnify, defend, and hold harmless Municipalities to and from any Claim (as such term is hereinafter defined) arising from that decision, including reasonable attorney’s fees and costs that may be awarded to the requesting party by the court.

ARTICLE VII

BUSINESS OPERATIONS

Section 7.1. Compliance. Hoffmann, and each and every other person operating a business on the Property, shall do so in conformance with this Agreement and Applicable Law, and all business requiring a license to operate and/or sell certain goods or materials shall be acquired and maintained in accordance with Applicable Law.

Section 7.2. Hours of Operation. The Businesses may be open to the public twenty-four (24) hours a day, seven (7) days a week.

Section 7.3. Liquor License. The Municipalities shall create, and to the extent available, promptly process and reasonably consider requests for liquor licenses and shall issue such liquor licenses, upon the Local Liquor Commissioner's receipt of an application, applicable license fee, and the Local Liquor Commissioner’s satisfaction that the licensee is eligible therefor in accordance with Applicable Law. It is anticipated, subject to Applicable Law, that two (2) liquor licenses will be required for the Businesses: (a) one (1) to allow on-site consumption; and (b) one (1) to allow packaged sales for off-premises consumption. Notwithstanding anything herein to the contrary, the issuance of liquor licenses shall be subject to and

governed by the substantive and procedural provisions of Applicable Law. Nothing herein shall be deemed to require the Municipalities to consider or create a new classification of liquor license, nor shall it require the Municipalities to consider or amend any existing classification to allow or permit conduct or an activity not currently permitted by Applicable Law. Violations of this Agreement, or a licensee's refusal to supply written documentation to the Municipalities upon its request to establish or confirm compliance with this Agreement, including information pertaining to video gaming operations, shall constitute cause for the revocation or non-renewal of a liquor license.

Section 7.4. Video Gaming. Hoffmann may offer video gaming at any premises licensed for on premises consumption of alcohol and at any premises which qualifies as a "Truck Stop" or "Large Truck Stop" under the regulations promulgated by the Illinois Gaming Board, provided all applicable conditions necessary for the issuance thereof have been satisfied. Hoffmann is authorized to install and operate the maximum number of video gaming terminals per licensed establishment and "Truck Stop" or "Large Truck Stop" as authorized by the Video Gaming Act (230 ILCS 40/1, *et seq.*). During the term of this Agreement, the Municipalities shall not rescind or repeal any authority for, or enact any moratorium on, video gaming which is applicable to the Property, or enact any other legislation which would operate to reduce or prohibit video gaming on the Property.

Section 7.5. Use Restrictions. During the term of this Agreement, neither Hoffmann, nor its successors, assigns, licensees and/or lessees shall use the Property, or any portion thereof, as or for the following uses, notwithstanding whether such uses may be permitted under or allowed under the law, and notwithstanding whether said uses are primary, secondary or accessory: (a) any use that would qualify the Property, or any portion thereof, as being exempt from real estate taxes; (b) any residential use including, without limitation, condominiums, cooperatives, apartments, dormitories, boarding house, or similar uses; (c) any adult use; (d) any type of institutional use including, without limitation, hospital, clinic, treatment facility (including drug and alcohol), half-way house, assisted living center, retirement home, or any use that is funded by State or Federal subsidies or assistance; or (e) schools of any kind.

Section 7.6. Employment. Hoffmann shall use commercially reasonable efforts to inform residents of Municipalities, and to provide them opportunities to apply for, employment opportunities at businesses on the Property. Such methods shall include advertising in a local newspaper and notifying and working with local organizations.

Section 7.7. Municipal Services. The Municipalities and Hoffmann agree that, notwithstanding the jurisdictional location of the parts making up the Property, Hodgkins will provide: (a) potable water services to the Property; and (b) police protection services to the Property. The Pleasantview Fire Protection District will continue to provide fire and ambulance service to the Property.

ARTICLE VIII

WARRANTIES AND COVENANTS

Section 8.1. Hoffmann Warranties.

8.1.1. Hoffmann is a Delaware corporation and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform the Agreement. Hoffmann is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To Hoffmann's actual knowledge, there are no actions at law or similar proceedings which are pending or threatened against Hoffmann which would result in any material and adverse change to Hoffmann's financial condition, which would materially and adversely affect the level of Hoffmann's assets as of the date of this Agreement, or that would materially

and adversely affect the ability of Hoffmann to proceed with the construction and development of the Project.

8.1.2. Hoffmann has sufficient financial and economic resources to implement and complete its obligations contained in this Agreement.

8.1.3. Hoffmann shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as a foreign corporation, so long as Hoffmann maintains an interest in the Property or has any obligation pursuant to the terms of this Agreement; provided, however, that the foregoing shall not prohibit Hoffmann from changing its form of entity so long as such entity shall keep in full force and effect its existence in the jurisdiction of its incorporation, formation and/or organization and its standing to transact business in the State of Illinois.

8.1.4. Except as otherwise provided in Section 6.16 hereof, prior to Substantial Completion, Hoffmann may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Municipalities, the granting or denial of which consent shall be in the sole discretion of the Municipalities, unless such assignment or transfer is made in whole or in part to a partner, joint venturer, co-developer, or an operator of a business being operated on the Property and the assignee/transferee agrees to be bound by the terms and provisions of this Agreement.

8.1.5. Hoffmann shall be obligated to pay or ensure third-parties pay in full all special or general real estate taxes or assessments first accruing from and after the Closing Date and coming due for the Property in a timely manner.

Section 8.2. Municipal Warranties.

8.2.1. The Municipalities are Illinois municipal corporations duly incorporated and existing under the laws of the State of Illinois, and are authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform the Agreement. The Municipalities are solvent, able to pay their debts as they mature and financially able to perform all the terms of this Agreement. To the Municipalities' actual knowledge, there are no actions at law or similar proceedings which are pending or threatened against the Municipalities which would result in any material and adverse change to the Municipalities' financial condition, or which would materially and adversely affect the level of Municipalities' assets as of the date of this Agreement, or that would materially and adversely affect the ability of the Municipalities to proceed with its obligations under this Agreement.

8.2.2. The Municipalities have sufficient financial and economic resources to implement and complete Municipalities' obligations contained in this Agreement.

Section 8.3. Mutual Covenants.

8.3.1. The Parties agree to cooperate in implementing the Project in accordance with the Parties' respective obligations set forth in this Agreement.

8.3.2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate or reasonably required to carry out the terms, provisions and intent of this Agreement or to facilitate the performance of this Agreement to the extent legally permitted and with the Parties' sound legal discretion.

8.3.3. The Parties shall assist and cooperate fully with each other in implementing the Project and in seeking and obtaining from any or all appropriate governmental bodies other than the Municipalities (whether federal, state, county or local) any necessary permits, entitlements and approvals required or useful for the improvement of property and construction of the Project in and on the Property, or for the provision of services to the Property.

8.3.4. The Parties acknowledge and agree that notices, meetings, and hearings have been properly given and held with respect to the approval of this Agreement, and any action required hereunder, and neither Party shall challenge this Agreement or action taken pursuant thereto on the grounds of any procedural infirmity or of any denial of any procedural right.

8.3.5. The Parties acknowledge that with respect to any and all obligations and commitments set forth in this Agreement pertaining to Hoffmann, the Municipalities shall look solely to Hoffmann to comply and complete all such obligations and commitments.

ARTICLE IX DISCLOSURES

Section 9.1. Disclosures of Hoffmann. The provisions of Section 3.1 of the Public Officer Prohibited Activities Act (50 ILCS 105/0.01) are incorporated herein by reference and shall be complied with before the Municipalities execute this Agreement.

Section 9.2. Interest of Municipal Parties. Hoffmann warrants and agrees that no Municipal official, employee or agent is or shall invest, or have any personal interest (direct or indirect) in the Property or Project. Upon the execution of this Agreement, Hoffmann shall furnish to the Municipalities a sworn statement affirmatively disclaiming any pecuniary interest of any Municipalities official, employee or agent in the Property or Project.

ARTICLE X DEFAULT AND REMEDIES

Section 10.1. Default. Except as otherwise provided in this Agreement, the failure on the part of either Party to comply with any material term, representation, warranty, covenant, agreement, or condition of this Agreement, or any other document to be required to be executed by this Agreement, which continues uncured for thirty (30) days after written notice thereof (unless a different time period is specified) shall constitute an "Event of Default"; provided that an Event of Default will not be deemed to have occurred if such failure is a matter that cannot reasonably be cured within thirty (30) days, so long as the defaulting party commences to cure such Event of Default within such thirty (30) day period and diligently pursues such cure to completion. No default by Hoffmann or the Municipalities shall be actionable or be of other consequence unless and until it shall constitute an Event of Default.

Section 10.2. Remedies. In the Event of Default in the performance of any of their obligations under this Agreement, the non-defaulting party's remedies shall include all legal and equitable remedies under the law of the State of Illinois including without limitation, temporary or permanent injunction, declaratory judgment and/or specific performance (including payment of money, whether or not denoted as damages), and such other rights or remedies as it may be entitled to under this Agreement and/or such other documents related thereto, such remedies being cumulative. Neither Party shall be liable to the other for consequential damages or lost profits.

Section 10.3. Prevailing Party. If either Party hereto files a lawsuit in connection with this Agreement, the Party that prevails in such action shall be entitled to recover from the non-prevailing Party, in addition to all other remedies or damages as limited herein, reasonable attorneys' fees and costs of court incurred in such lawsuit.

ARTICLE XI **MISCELLANEOUS**

Section 11.1. Notices and Communications. All notices, demands, requests for reimbursement or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid or (ii) delivered, in each case, to Municipalities and Hoffmann at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- | | | |
|---------|-----------------|--|
| 11.1.1. | If to City: | City of Countryside
Attn: City Administrator
803 Joliet Road
Countryside, Illinois |
| | copy to: | Erik Peck, City Attorney
Tressler LLP
550 East Boughton Road, Suite 250
Bolingbrook, IL 60440 |
| 11.1.2. | If to Village: | Village of Hodgkins
Attn: Village President
8990 Lyons Street
Hodgkins, IL 60525 |
| | copy to: | John T. O'Connell, Village Attorney
8990 Lyons Street
Hodgkins, IL 60525 |
| 11.1.3. | If to Hoffmann: | Hoffmann New Horizons Corp.
Attn: Fred Hoffmann
2330 Hammond Dr., Suite G
Schaumburg, IL, 60173 |
| | copy to: | Joseph Cainkar, Attorney
Louis F. Cainkar, Ltd.
30 North LaSalle, Suite 3430
Chicago, IL 60602 |

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 11.2. Time of the Essence. Time is of the essence in the performance of this Agreement. Hoffmann acknowledges and agrees that strict adherence to the deadlines and schedules prescribed in this

Agreement will be expected by the Municipalities.

Section 11.3. Binding Effect. The Parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors, or lessees.

Section 11.4. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

Section 11.5. Illinois Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

Section 11.6. Written Modification. Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both Municipalities and Hoffmann.

Section 11.7. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 11.8. Non-Waiver. Neither party hereto shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of a party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect such party's right to enforce that right or any other right.

Section 11.9. No Estoppel. Nothing in this Agreement, shall constitute the Municipalities' warranty that the Project and Property, as proposed to be developed, will conform to Applicable Laws. Hoffmann shall be required to exercise its own due diligence in reviewing the legality of such issues including, without limitation, obtaining permits, licenses, or relief necessary to conform the Project and Property to Applicable Laws. Hoffmann acknowledges that no official, employee or agent of the Municipalities has the authority to bind the Municipalities as to decisions respecting the Project and Property unless specifically authorized by this Agreement or a resolution passed by the corporate authorities of the Municipalities with specific reference to the Project. Hoffmann's reliance on any statement, act or omission by any Municipalities official, employee or agent shall be deemed unreasonable unless Hoffmann queries into and confirms, if not in this Agreement by obtaining a copy of said resolution, the individual's express authority to bind the Municipalities on the subject at issue.

Section 11.10. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

Section 11.11. Entire Agreement. This Agreement constitutes the entire agreement of Municipalities and Hoffmann on the subject matter hereof, except as to those documents specifically identified and referenced in this Agreement. The Municipalities and Hoffmann represent, warrant, covenant and agree that no representation, warranty, covenant or agreement shall be binding on the other party unless expressed in writing herein or by written modification pursuant to Section 11.6 hereof.

Section 11.12. Interpretation. This Agreement shall be construed without regard to the identity

of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

Section 11.13. Recitals. The recitals of this Agreement are hereby incorporated and made a part of this Agreement as though fully set forth herein.

Section 11.14. Exhibits. The exhibits to this Agreement, by this reference, are hereby incorporated and made a part of this Agreement as though fully set forth herein. In the event of a conflict between this Agreement and an exhibit, the more strict provision shall control.

Section 11.15. Third-Party Beneficiaries. Nothing in this Agreement is intended, nor shall it be interpreted, to create any rights or remedies to and in any third party. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against the Municipalities or Hoffmann.

Section 11.16. Uncontrollable Events. Notwithstanding anything herein to the contrary, neither the Municipalities, Hoffmann nor any successor in interest to either of them, shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay or nonperformance caused by Uncontrollable Events beyond the reasonable control of the Party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this Section with respect to any such delay shall give written notice thereof to the other Party to this Agreement.

Section 11.17. Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, officer, partner, member, director, agent, employee, planning consultant or attorney of the Municipalities or Hoffmann, in his or her individual capacity, and no official, officer, partner, member, manager, director, agent, employee or attorney of the Municipalities or Hoffmann shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery, and performance of this Agreement, or any failure in connection therewith.

Section 11.18. Term. The term of this Agreement shall commence on the Effective Date and terminate no sooner than the obligations of the Parties are complete as contemplated herein. Notwithstanding the term of this Agreement, Hoffmann covenants and agrees that it, and its successors, shall continue to collect and remit to the Municipalities, as may be applicable, the Business Taxes imposed on businesses and transactions operating or occurring on the Property under Applicable Law, provided they are generally applicable taxes, or those that are adopted or imposed, and are in effect at the time of the execution of this Agreement, through that certain intergovernmental agreement between the Municipalities now currently in full force and effect.

Section 11.19. Recording. This Agreement shall be recorded in the Office of the Cook County Recorder, and Hoffmann shall be responsible for the recording costs. Upon termination of this Agreement by lapse of time or otherwise, the Parties shall execute and deliver to the other parties a release of this Agreement in duplicate and in recordable form and any party may record such release.

Section 11.20. Confidentiality. Except to the extent disclosure is required under applicable law, which required disclosures shall include an order of the Illinois Attorney General or a court of competent jurisdiction requiring the Municipalities to disclose such information, the Municipalities hereby covenants and agrees that any and all Protected Information, shall be kept confidential by the Municipalities and its elected officials, employees, officers, agents, counsel and consultants, and shall be used only for the purpose of monitoring compliance with this Agreement, to audit this Agreement and/or to calculate any amounts

due and owing Hoffmann pursuant to this Agreement. Notwithstanding the foregoing, in the event the Municipalities reasonably believes that it shall be required under applicable law to disclose any Protected Information, Municipalities may notify Hoffmann of any such request by facsimile or email. Hoffmann shall have forty-eight (48) hours after said notice is sent to instruct the Municipalities to agree or deny the request. In the event the Municipalities is instructed by Hoffmann to deny a request, and the Municipalities complies with Hoffmann's request, Hoffmann shall indemnify, defend, and hold harmless Municipalities to and from any Claim (as such term is hereinafter defined) arising from that decision, including reasonable attorney's fees and costs that may be awarded to the requesting party by the court.

Section 11.21. Relationship. Neither this Agreement nor any actions of the Parties or any third-party shall be construed to or create a partnership, agency relationship or joint venture.

Section 11.22. Estoppel Certificates. Within ten (10) days of request from time to time, but in no event more than one (1) time per year, the Parties shall deliver completed and signed estoppel certificates certifying the status of this Agreement.

Section 12

If any action, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity shall not affect any of the other provisions of this Ordinance.

Section 13

All Ordinances or parts thereof in conflict with the provisions that are hereby repealed insofar as the conflict herewith.

Section 14

This Ordinance shall be in full force and effect from and after its adoption and approval. The Village Clerk is directed to publish this Ordinance in pamphlet form after its adoption.

ADOPTED this 9th day of March, 2020 by roll call vote as follows:

AYES:

NAYS:


ABSENT:

ABSTAIN:

APPROVED by me the same day and date as written above.

IN WITNESS WHEREOF, Municipalities and Hoffmann have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

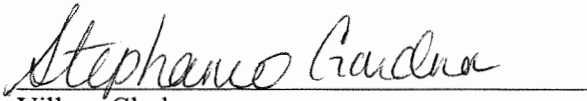
VILLAGE OF HODGKINS
an Illinois Home Rule municipality



President

Dated: March 9, 2020

ATTEST:



Village Clerk

Dated: March 9, 2020

HOFFMANN NEW HORIZONS CORP.,
a Delaware corporation

Its:

Dated: _____, 2020

CITY OF COUNTRYSIDE
an Illinois Home Rule municipality

Mayor

Dated: _____, 2020

ATTEST:

City Clerk

Dated: _____, 2020

STATE OF ILLINOIS }
 }
COUNTY OF COOK }

CLERK'S CERTIFICATE

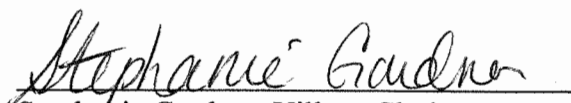
I, STEPHANIE GARDNER, the duly appointed, qualified and acting Village Clerk of the Village of Hodgkins, Cook County, Illinois, DO HEREBY CERTIFY that attached hereto is a true and correct copy of Ordinance 20-09 is now on file in my office entitled:

A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COUNTRYSIDE, THE VILLAGE OF HODGKINS AND HOFFMANN NEW HORIZON CORP. FOR APPROXIMATELY 3.5 ACRES OF LAND LOCATED IN THE CITY OF COUNTRYSIDE AND VILLAGE OF HODGKINS, COUNTY OF COOK, ILLINOIS

Which Ordinance was passed by the Board of Trustees of the Village of Hodgkins at a meeting held on the 9th day of March 2020 at which a quorum was present and there were no objections to the proposed Ordinance. Approved by the President in the Village of Hodgkins on the 9th day March 2020.

I FURTHER CERTIFY that a fully executed original copy of said Ordinance was duly filed in the office of the Clerk the 9th day of March 2020 and that attached hereto is a copy of said Ordinance. That the original Ordinance is entrusted to my care for safekeeping and that I am the lawful keeper of same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hodgkins, this 9th day of March 2020.


Stephanie Gardner, Village Clerk

*** S E A L ***