

**ADDENDUM TO INDUCEMENT AGREEMENT –
EVERGREEN MOTORS, INC.,
DOING BUSINESS AS BMW OF ORLAND PARK**

THIS ADDENDUM entered into this ____ day of _____, 2020, by and between the VILLAGE OF ORLAND PARK, an Illinois home rule municipality (the “Village”), ZEIGLER ORLAND PARK, LLC (“Zeigler”) and AJZ-ORLAND PARK, LLC (“AJZ”) (collectively, the “Zeigler Parties”).

WITNESSETH:

WHEREAS, on December 21, 2009, the Village, Evergreen Motors, Inc. (“Evergreen”) and SAV II, LLC (“SAV”) entered into an Inducement Agreement (“Original Agreement”) pursuant to which the Village, over a ten (10) year period, has rebated and continues to rebate to Evergreen, or Evergreen’s successor and assign, a portion of the sales tax revenue received by the Village from Evergreen’s, or Evergreen’s successor and assign, automobile sales at Evergreen’s, or Evergreen’s successor and assign, automobile dealership located at the northeast corner of Wolf Road and 159th Street in the Village (the “Subject Property”); and

WHEREAS, on July 29, 2013, Evergreen and SAV assigned their rights to the Original Agreement to the Zeigler Parties and the Village hereby acknowledges, agrees and accepts such assignment; and

WHEREAS, the said Original Agreement was entered into by Evergreen and SAV to induce and incentivize Evergreen and SAV to construct a new BMW automobile sales and service dealership on the Subject Property in order to service the automotive needs of the Village and its residents, to increase employment opportunities in the Village, arrest any decline in economic conditions existing in the Village to stimulate commercial growth and stabilize the tax base of the Village; and

WHEREAS, said Original Agreement was amended on December 19, 2011, to extend the initial dealership completion date from September 30, 2011, to May 30, 2012; and

WHEREAS, AJZ is (or will be) the equitable owner under an agreement of purchase, of certain real property, legally described in EXHIBIT “A” attached hereto and made a part hereof, and comprised of approximately 4.4 acres immediately east of and adjoining the Subject Property and commonly known as 10920 W 159th Street, Orland Park, Illinois (“Subject Property No. 2”) with the intention of expanding the dealership by adding a parking lot on Subject Property No. 2 on which to store repair vehicles as well as new and used vehicle inventory (the “Project”); and

WHEREAS, as of the date of this Addendum, the cost of the Project is anticipated to be not less than FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000.00),

although a specific site plan has not been submitted and approved by the Village, and all plans in relation to the Project are subject to review and approval by the Village Board of Trustees; and

WHEREAS, Zeigler and AJZ are affiliated entities through common ownership; and

WHEREAS, the Village is desirous of having the Subject Property improved with the new parking lot in order to expand vehicle service capabilities of the dealership, increase sales of new and used vehicles through the dealership's ability to expand its inventory resulting in increased employment opportunities in the Village and, in furtherance thereof, the Village contemplates certain incentives and continuing economic incentives under the terms and conditions of this Addendum; and

WHEREAS, the parties hereto acknowledge, and Zeigler and AJZ represent and warrant, that they require economic assistance from the Village in order to commence and complete the Project and that, but for said economic assistance, the Project as contemplated would not be economically viable nor would the funds necessarily for its commencement and completion be available; and

WHEREAS, the Village is adopting this Addendum in exercise of its powers as provided in the Illinois Municipal Code (65ILCS 5/8-11-20) and Sections 6(a) and 10(a) of Article VII of the Illinois Constitution; and

WHEREAS, it is understood:

- a) For purposes of this Addendum, the use of the terms "sales tax" and "sales tax revenue" shall be construed to refer to that net portion of taxes imposed by the State of Illinois for distribution to the Village pursuant to the Retailers' Occupation Tax Act and the Service Occupation Tax Act (as said acts may be amended) and which are collected by the State and distributed to the Village, and all revenue derived from such taxes. If a governmental or legislative body enacts any law or statute which results or which may result in any material changes or amendments to the foregoing sales tax provisions, which changes or amendments prohibit the Village from complying with this Addendum or which adversely affect the Village's ability to comply herewith, then the Village, at its sole discretion, will re-evaluate the incentive to be provided and may elect to amend the incentives and inducements set forth herein.
- b) This Addendum, and the incentives and inducements set forth herein, shall apply to the planned new parking lot to be located on Subject Property No. 2, and sales tax revenue received by the Village from automobile sales at the Subject Property.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

1. RECITALS: The above and foregoing recitals are incorporated herein, by reference, as if fully here in after set forth.
2. CONDITIONS PRECEDENT TO THE UNDERTAKINGS ON THE PART OF THE VILLAGE:
 - a) AJZ shall have obtained final approval relating to the Project, including, but not limited to, construction of any signs, so that operation of the Project can commence within the time set forth in Paragraph 4(a) hereof, it being understood and agreed that the Village has the discretion established by law to approve all such work and the Village shall not be deemed to have caused a default hereunder or have any liability for its failure to approve such work.
 - b) AJZ shall have obtained any other final approvals necessary from any other governmental unit or agency which has jurisdiction or authority over any portion of the Project.
 - c) AJZ and Zeigler shall have certified to the Village that there exists no material default under this Addendum, beyond any applicable cure period set forth herein, or any Addendum, guaranty, mortgage or any other document which either has executed in connection with the Project, beyond any applicable cure period set forth therein, that affects or that may affect either's ability to operate the aforementioned automobile dealership at or on the Subject Property, and that neither AJZ nor Zeigler has received any notice of any violation of any Village ordinances, rules and regulations, or of any applicable laws of the State of Illinois or the United States of America, and/or any agency or subdivision thereof, as well as any ordinances and resolutions of the Village pertaining to the Project which by their respective terms are to have been complied with prior to the completion of the Project.
 - d) AJZ and Zeigler agree that in the event there is a change in the ownership (legal or beneficial) of the Subject Property, or Subject Property No. 2 or any portion thereof, the Village shall no longer be required to pay all or any portion of the incentive payments provided for in Paragraph 3(b) hereof except as otherwise provided in Paragraph 9 hereof.
 - e) If a land trust shall be the owner of the Subject Property, or Subject Property No. 2 the sole beneficiaries of the Trust shall have delivered to the land trustee an irrevocable letter of direction indicating that any notice received by the land trustee which adversely impacts the Owner's title to or interest in the Subject Property, or Subject Property No. 2 including but not limited to any notice of failure to pay real estate taxes, notice of foreclosure or notice of mechanic's lien(s) on the Subject Property or Subject Property No. 2, will be sent to the Village within five (5) business days following receipt thereof. Such letter of direction shall be irrevocable for so long as the Village is required to make payments under Paragraph 3 of this Addendum. The Owner and AJZ also agrees to send to the Village any such notice received by him/her within five (5) days of receipt.

3. UNDERTAKINGS ON THE PART OF THE VILLAGE

Upon satisfaction by AJZ and Zeigler of all the terms and conditions set forth in this Addendum, the Village hereby undertakes to make the payments set forth in (a) below:

- a) In addition to the conditions set forth in Paragraph 2 above, AJZ shall have substantially completed the entire Project as provided in 4(a) below.
- b) In the event that all terms and conditions set forth in this Addendum are satisfactorily met by AJZ and Zeigler, the Village hereby agrees to pay the sums hereinafter provided for, by annual installment payments over a maximum of a ten (10) year period as follows, subject however to the following conditions and restrictions:
 - i. Each amount will be due and payable solely from the proceeds of sales tax revenue received by the Village from automobile sales at the Subject Property computed as follows:
 - 1) It is acknowledged and understood by and between the parties hereto that the Village receives sales tax revenue monthly, and that the taxes generated by automobile sales in any one month are distributed to the Village approximately three (3) months later (e.g. taxes generated by sales in July are generally received in mid to late October).
 - 2) The initial payment year (hereinafter referred to as the “Initial Payment Year”) shall be that twelve (12) month period commencing December 31, 2021, (each subsequent 12-month period is hereinafter referred to as “Subsequent Incentive Year”).
 - 3) The Incentive Base for the Initial Payment Year and each Subsequent Incentive Year shall be \$495,534.00. For the Initial Payment Year and for each of the following nine (9) Subsequent Incentive Years, the Village shall be entitled to all sales tax revenue received from automobile sales at the Subject Property, attributable to the Initial Payment Year or the individual Subsequent Incentive Years, up to the Incentive Base. For the Initial Payment Year or the individual Subsequent Incentive Years, respectively, Zeigler shall thereafter be entitled to a portion of the remainder of the sales tax revenue, if any, received from automobile sales at the Subject Property that exceeds the Incentive Base amount for the Initial Payment Year or the individual Subsequent Incentive Year determined as follows: For the Initial Payment Year and all Subsequent Incentive Years of the ten year period, Zeigler shall be entitled to fifty percent (50%) of the sale tax revenue received in excess of the Incentive Base with the Village retaining the remaining fifty percent (50%) of the excess.
 - 4) The Initial Payment shall be made not later than the first day of the seventh month after the end of the Initial Payment Year (or on such later date once the Village has received the appropriate reports from the State to determine the amount of sales tax revenue generated in the Initial Payment Year). Payments, if any, shall then be made annually for the following nine (9) Subsequent Incentive Years not later than the seventh month after the end

of the respective Subsequent Incentive Year, or such later date as noted previously.

- ii. That AJZ and Zeigler shall have delivered to the Village no less than thirty (30) days prior to the Initial Payment, and no less than thirty (30) days prior to each Subsequent Payment, a certificate dated within fifteen (15) days of receipt by the Village that all representations and warranties contained in Paragraph 5 herein are true and correct. Provided, however, that once the Project has been completed and any aspects of the Project requiring Village approval have received such approval from the Village as finally completed, the certificate required hereunder need not contain a representation and warranty regarding matters covered in subparagraphs (a) and (i) of said Paragraph 5.
 - iii. That the Village has received no notice from AJZ or Zeigler from any other source that there exists any material default beyond the applicable cure period under any of the terms, conditions or provisions under any of the loan documents under which AJZ's financing, if any, for the Project was obtained, that affects or that may affect Zeigler's ability to operate the aforementioned automobile dealership at or on the Subject Property or Subject Property No. 2. AJZ shall provide the Village with any notices received throughout the term of this Addendum relating to the Subject Property or Subject Property No. 2 which may have an adverse impact on this Project, specifically including any notices regarding any tax or loan delinquencies. Provided, however, that if the Village receives evidence satisfactory to it that any such default has been cured, except as otherwise provided herein, the payments to Evergreen required hereunder shall resume if all other requirements have been met.
- c) In the event that all terms and conditions set forth in this Addendum are satisfactorily met by AJZ and Zeigler, the Village hereby agrees to reimburse Zeigler fifty percent (50%) of the annual general real estate taxes paid by Zeigler which are levied by the Village during the term of this Addendum, exclusive of taxes levied for Village debt service or public library.

The Village shall provide for payments required under this Paragraph by appropriating therefor in its annual budget ordinance for the fiscal year in which such payment may be due.

Subject to Paragraph 24, in the event that the Project is not completed on or before December 31, 2021, or on such other later date as may be agreed upon by and between the Village and AJZ and Zeigler, then AJZ and Zeigler shall be in default hereunder and all obligations on the part of the Village to make any payments to Zeigler pursuant to this Paragraph shall terminate after expiration of the cure period set forth in Paragraph 21 hereof, and neither the Village nor AJZ nor Zeigler shall have any further obligations with regard to the Project.

In the event that either AJZ and Zeigler fail to deliver to the Village any or all of the foregoing certifications within the time periods set forth above, or otherwise violate any term or provision of this Addendum, then in such event, the Village shall have no obligation to make any

payment to Zeigler until such time as any such failure or violation is corrected to the reasonable satisfaction of the Village (except where this Addendum provides for forfeiture of any such payments), and all rights of Zeigler to demand any current or future payment from the Village shall be deemed waived until such failure or violation is so corrected, and all other obligations on the part of the Village arising pursuant to this Addendum shall be deemed suspended and without any further force and effect unless and until such failure or violation is so corrected within the applicable cure period. Where this Addendum provides for forfeiture of any such payments, the Village may in that event cancel this Addendum immediately and permanently.

Notwithstanding any of the foregoing, or any other provision contained herein, if Zeigler fails in any year to timely pay any or all of the real estate taxes on the Subject Property or Subject Property No. 2 when they become due, or within the applicable ten (10) day cure period provided in Paragraph 21, the Village may, at its sole discretion, terminate this Addendum, and Zeigler shall forfeit (and such forfeiture shall not be subject to any other cure period) all future incentive payments due hereunder. Zeigler shall provide evidence to the Village that such taxes were paid when due within thirty (30) days after the date when due. Notwithstanding the foregoing, Zeigler shall have the right to contest in good faith the assessed valuation of the Subject Property No. 2 and the improvements thereon from time to time without affecting this Addendum.

Additionally, it is understood and agreed by the Parties that Zeigler and AJZ may apply to the Village to participate in the Village's "Orland Park Commercial Impact Program" as an additional potential economic benefit to Zeigler and AJZ. However, neither AJZ nor Zeigler may apply to the Village for any other economic inducement or incentive payment or rebate programs or payments during the term of this Addendum.

4. UNDERTAKINGS ON THE PART OF THE COMPANY

- a) Subject to Paragraph 24, neither AJZ nor Zeigler shall cause or permit the existence of any violation of Village ordinances, including but not limited to the Village's Building Code, Land Development Code, Fire Code, sign regulations, and any and all rules and regulations thereunder, on the Subject Property or Subject Property No. 2. AJZ and Zeigler shall have substantially completed the entire Project on or before December 31, 2021, or by such later time as may be agreed by and between the Village and AJZ and Zeigler. AJZ and Zeigler agree that they will jointly expend at a minimum \$4,500,000.00 on the acquisition of Subject Property No. 2 and the new vehicle parking lot and related improvements to the Subject Property No. 2. AJZ agrees to construct the Project in full compliance with plans (including but not limited to site plans, and landscaping) approved by the Village.
- b) AJZ and Zeigler, as applicable, shall comply with all of the requirements set forth in Paragraphs 4 and 5 of this Addendum.
- c) AJZ shall require the title holder of record (if at any time different from AJZ) of the Subject Property No. 2 to give the Village notice regarding any forfeiture on the financing documents by AJZ for the financing of the Project or its subsequent purchase if an assignment is approved hereunder, and any tax and/or "scavenger" sales of the Subject Property No. 2, or any portion thereof.

- d) Zeigler shall each execute and provide the Village with a power of attorney letter, in form and content reasonably acceptable to the Village and Zeigler, which letter shall be addressed to the Illinois Department of Revenue and shall authorize the Illinois Department of Revenue to release any and all gross revenue and sales tax information on a monthly basis with respect to the operation of the new automobile dealership on the Subject Property to the Village while this Addendum is in effect. In addition to said letter, Zeigler shall prepare and submit such other or additional form(s) as may be required from time to time by the Illinois Department of Revenue in order to release such information to the Village. Finally, in the event that the sales tax revenue information is not released by the State due to the failure of Zeigler to execute the necessary authorization and/or release, the Village shall not be required to make any of the incentive payments provided for in Paragraph 3(b) hereof, subject to the cure provisions set forth in Paragraph 21 hereof.
- e) AJZ and Zeigler hereby covenant and agree to promptly pay or cause to be paid as the same become due, any and all taxes and governmental charges of any kind that may at any time be lawfully finally assessed with respect to the Project and/or the Subject Property and Subject Property No. 2.

5. REPRESENTATIONS AND WARRANTIES OF SAV AND EVERGREEN

- a) AJZ and Zeigler hereby represent and warrant that the Project requires economic assistance from the Village in order to commence and complete the Project and, but for the economic assistance to be given by the Village as heretofore stated, the Project as contemplated would not be economically viable nor would the funds necessary for its completion be made available.
- b) AJZ and Zeigler hereby represent and warrant that at all times each, as applicable, shall comply with all applicable local zoning and sign ordinances and regulations, all building and fire code regulations and all other applicable Village codes, ordinances, resolutions and/or regulations, with respect the Subject Property and Subject Property No. 2. AJZ agrees that the Project, including the site plan, and landscaping plan, shall be constructed in full compliance with plans approved by the Village.
- c) AJZ and Zeigler each hereby represents and warrants that it shall comply with all applicable laws, rules and regulations of the State of Illinois, the County of Cook and the United States of America, and any and all agencies or subdivisions thereof.
- d) AJZ and Zeigler each represents and warrants that it shall comply in all material respects with all terms, provisions and conditions, and that it shall not default or permit a continuing default under any document or Addendum relating to the Project or the financing and development of the Project, including but not limited to this Addendum, and all Addendums and documentation executed and delivered in connection with any financing or loans for the Project, a default under which would have a material adverse effect on the sales tax revenue generated thereby to the Village.

- e) AJZ and Zeigler each hereby represents and warrants that it shall comply with all applicable Village codes and ordinances concerning unlawful employment practices and consumer protection.
- f) Zeigler hereby represents and warrants that it is an Michigan limited liability company registered to do business in Illinois and is in good standing under the laws of the State of Illinois.
- g) AJZ hereby represents and warrants that it is an Michigan limited liability company registered to do business in Illinois and is in good standing under the laws of the State of Illinois.
- h) AJZ represents and warrants that no other entity has interest in the development as herein proposed, except as may be consented to by the Village or otherwise allowed under the provisions of this Addendum.
- i) AJZ hereby represents and warrants that it has provided the legal description of the Subject Property No. 2 set forth in this Addendum and that said legal description is accurate and correct to the best of its knowledge.
- j) Zeigler hereby represents and warrants that, as of the date of this Addendum, the cost of the Project is anticipated to be not less than FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000.00).

6. DEFAULTS

The occurrence of any one or more of the following shall constitute a default by AJZ and Zeigler under this Addendum, subject to the cure provisions set forth in Paragraph 21 hereof, unless otherwise provided herein:

- a) A default of any term, condition or provision contained in any material Addendum or document relating to the Project (other than this Addendum), including but not limited to loan documents, and the failure to cure such default within the time and manner as provided in any such Addendum or document, that affects or that may affect Zeigler's ability to operate the aforementioned automobile dealership at or on the Subject Property.
- b) Failure to comply with any term, provision or condition of this Addendum; and the failure to cure such default within the time and manner provided herein; provided, however, the failure to timely pay real estate taxes on the Subject Property and Subject Property No. 2 when they become due and payable, shall result in immediate termination of this Addendum and the Village's obligations hereunder, including but not limited to the obligation to make payments under Paragraph 3 hereof.
- c) Failure by Zeigler to timely pay when due (or within the applicable cure periods) all real estate property taxes and sales taxes on the Subject Property and Subject Property No. 2 and the automobile dealership.

- d) A representation or warranty made by AJZ or Evergreen and contained herein that is false, inaccurate or otherwise incorrect, and that is not corrected within thirty (30) days following written notice thereof to the other respective party(ies) from the Village.
- e) AJZ or Zeigler: (i) becomes insolvent; or (ii) is unable, or admits in writing its inability to pay, its debts as they mature; or (iii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iv) is adjudicated a bankrupt; or (v) files a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) files an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) applies to a court for the appointment of a receiver for any asset; or (viii) has a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of Zeigler and such appointment shall not be discharged within sixty (60) days after his appointment or Zeigler has not bonded against such receivership or appointment; or (ix) a petition described in (v) is filed against Zeigler and remains pending for a period of sixty (60) consecutive days, unless the same has been bonded, and as a result thereof, Zeigler ceases to operate; or (x) files any lawsuit, claim and/or legal, equitable or administrative action affecting the Village's ability to collect any such sales tax revenue hereunder.
- f) Zeigler's relocation of the aforementioned automobile dealership to any place outside the corporate limits of the Village.
- g) The discontinuation of the BMW dealership on the Subject Property without its replacement by another automobile line prior to the commencement of the eleventh (11th) year following the completion of the Project. If AJZ and/or Zeigler violate the provisions of this Subparagraph (g), this Addendum shall be automatically terminated (except for the obligation of AJZ and Zeigler to reimburse the Village as hereinafter required) and the Village will have no further obligations hereunder, including but not limited to the obligation to make any payments pursuant to Paragraph 3 above.

Additionally, AJZ and Zeigler, as agreed liquidated damages and not as a penalty, will be required to promptly reimburse the Village all of the sales tax revenue and any real estate tax revenue incentive payments they previously received from the Village.

- h) The filing of any lawsuit by a third party that would affect the generation of sales taxes anticipated by the Village hereunder (both on an annual basis and also over the expected life of the Project).

Upon the occurrence of a default as hereinabove set forth, the Village shall be relieved of any and all of its obligations arising hereunder and such obligations on the part of the Village shall be immediately canceled, become null and void and be without any force or effect, subject to the notice and cure provisions set forth in Paragraph 21 hereof, unless otherwise provided herein. The sole remedy of the Village for AJZ and/or Zeigler's default hereunder shall be to terminate this Addendum, effective as of the expiration of the notice

and cure period following the date of such default, and to recover from Zeigler any unaccrued or other payment(s) which may have been made to Zeigler hereunder between the date of such default and the date of termination of this Addendum and any sum for which the Village may be entitled to as reimbursement from Zeigler under the terms hereof.

Notwithstanding the foregoing, if the event which gives rise to a default hereunder, independently of this Addendum constitutes a violation of any code, ordinance, regulation or rule of the Village, the Village shall have such remedies as may be provided for in such ordinance, regulation or rule, or as permitted at law or in equity.

7. NOTICES

All notices and requests required pursuant to this Addendum shall be sent via certified mail, return receipt requested, and addressed as follows:

To the Village:

1. Village President
Village of Orland Park
14700 S. Ravinia
Orland Park, Illinois 60462

-and-

2. Village Clerk
Village of Orland Park
14700 S. Ravinia
Orland Park, IL 60462

To Zeigler and AJZ:

1. Zeigler Orland Park, LLC
AJZ, LLC
4201 Stadium Drive
Kalamazoo, MI 49008

With a copy to:

2. Pete Roth
Varnum LLP
333 Bridge Street
NW #1700
Grand Rapids, MI 49504

With a Copy to:

3. E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia - Suite 10
Orland Park, Illinois 60462

or to such other persons or such other addresses as the parties may indicate in writing, by providing at least thirty (30) days written notice to the other, either by personal delivery, by overnight delivery or by certified or registered mail, return receipt requested, with proof of delivery thereof. The parties may hereafter mutually agree to accept service via facsimile, and any such facsimile service shall be deemed had upon receipt and proof of a written facsimile transmission confirmation page. Notice shall be deemed received upon acceptance or rejection, as evidenced by a written delivery receipt in relation thereto.

8. LAW GOVERNING

This Addendum shall be construed and enforced in accordance with the laws of the State of Illinois.

9. ASSIGNMENTS

Zeigler and/or AJZ shall not assign this Addendum to any person or entity without the express written approval and consent by the Village.

It is understood that the Village will have the absolute right and discretion to refuse to consent to an assignment where the prospective assignee has ever been denied any motor vehicle franchise, or have ever had an automobile franchise terminated or suspended, or have ever had a license to sell motor vehicles revoked, or have ever been convicted of a felony.

Upon any such assignment and/or assumption of responsibility, approved and consented to by the Village, Zeigler and AJZ shall be released from all of its Addendums, covenants and obligations and the performance thereof pursuant to this Addendum as of the date of the assignment and/or assumption of liability.

10. TIME

Time is of the essence under this Addendum and all time limits set forth herein are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

11. BINDING EFFECT

This Addendum shall inure to the benefit of, and shall be binding upon the Village and Zeigler and AJZ and their respective successors and assigns, subject, however, to the provisions of Paragraphs 9 and 12 hereof.

12. LIMITATION OF LIABILITY

No recourse under or upon any obligation, covenant or condition of this Addendum, or for any claim based thereon or otherwise related thereto, shall be had against the Village, or its officers, officials, agents and/or employees, in any amount or in excess of any specific sum agreed by the Village to be paid to Zeigler hereunder, subject to the terms and conditions set forth herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by, the Village, or its officers, officials, agents and/or employees, in excess of such amounts and any and all such rights or claims of Zeigler and/or AJZ against the Village, or its officers, officials, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Addendum by the Village.

13. REIMBURSEMENT OF VILLAGE FOR LEGAL AND OTHER FEES AND EXPENSES

Except as provided in the paragraph immediately following this paragraph, upon demand by the Village made by and through its President, Zeigler from time to time shall promptly reimburse the Village for all reasonable out-of-pocket costs and expenses incurred by the Village in the administration of this Addendum if caused by, or attributable, to the actions of Zeigler or AJZ or any of its officers, employees, officials and/or agents.

Such costs and expenses incurred by the Village in the administration of this Addendum shall be evidenced to Zeigler, upon request, by a sworn statement of the Village, and such costs and expenses may be further confirmed by Zeigler at its option from additional documents designated by the Village from time to time as relevant to determining such costs and expenses.

In the event that any third party or parties institutes any legal proceedings against Zeigler and/or AJZ and/or the Village, which relate to the terms of this Addendum, then, in that event, Zeigler and AJZ shall indemnify and hold harmless the Village from any and all such proceedings. Further, Zeigler or AJZ, upon receiving notice from the Village of such legal proceedings, shall assume, fully and vigorously, the entire defense of such lawsuit or proceedings and any and all costs and expenses of whatever nature relating thereto; provided, however, that Zeigler or AJZ may not at any time settle or compromise such proceedings without the Village's consent and even then only so long as such settlement or compromise does not involve an admission of wrongdoing on the part of the Village, nor any liability on the part of the Village, monetary or otherwise.

If the Village, in its sole discretion, determines that there is, or may probably be, a conflict of interest between the Village and Zeigler or AJZ on an issue of material importance to the Village, or which may reasonably have a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event that the Village exercises such option, then Zeigler shall reimburse the Village from time to time on written demand from the Village President and notice of the amount due for any and all reasonable out-of-pocket costs and expenses, including but not limited to court costs, reasonable attorneys' fees, witnesses' fees and/or other litigation expenses incurred by the Village in connection therewith.

In the event that the Village institutes legal proceedings against Zeigler and/or AJZ for a breach of this Addendum, or any term or condition hereof, and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in any judgment against Zeigler and/or AJZ all costs and expenses of such legal proceedings incurred by the Village, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, incurred in connection therewith. Either party may, in its sole discretion, appeal any judgment rendered in relation thereto.

14. CONTINUITY OF OBLIGATIONS

Except as otherwise specifically provided for in this Addendum, the parties shall at all times during the term of this Addendum remain liable to the other for the faithful performance of all obligations imposed under this Addendum until: (a) the natural expiration of this Addendum's ten (10) year period; provided, however, that notwithstanding the expiration of said ten (10) year period, and in the absence of any default or other termination of this Addendum, the Village shall be obligated to make the incentive payment required under this Addendum for the final Subsequent Incentive Year as set forth hereunder; (b) until the parties, at their sole option, have otherwise released the other party from any or all of its respective obligations hereunder; or (c) upon a material default by one party which default remains uncured beyond the applicable cure period and/or which is not subject to any cure period.

15. NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE ADDENDUM

Failure of any party to this Addendum to insist upon the strict and prompt performance of the terms, covenants, Addendums and/or conditions set forth herein, or any of them, upon any other party imposed, shall not constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, Addendum and/or condition, but the same shall continue in full force and effect.

16. VILLAGE APPROVAL OR DIRECTION

Where Village approval or direction is required by this Addendum, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met, unless such requirements are inconsistent with this Addendum.

17. SECTION HEADINGS AND SUBHEADINGS

All section headings or other headings in this Addendum are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered under or relevant to such heading or not.

18. AUTHORIZATION TO EXECUTE

The members of Zeigler and members of AJZ who have executed this Addendum hereby warrant that they have been lawfully authorized by Zeigler and AJZ to execute this Addendum on behalf of Zeigler and AJZ. The Village President and Village Clerk hereby warrant that they have been lawfully authorized by the Village Board to execute this Addendum on behalf of the Village. Zeigler and AJZ and the Village shall, upon request, deliver to each other, at the respective time such entities cause their authorized agents to affix their signatures hereto, copies of any and all documents reasonably required to legally evidence the authority to so execute this Addendum on behalf of the respective parties.

19. AMENDMENT

This Addendum sets forth all the promises, inducements, Addendums, conditions and understandings by and between the parties relative to the subject matter hereof, and there are no promises, Addendums, conditions or understandings, either oral or written, express or implied, between them, other than those expressly set forth herein. No subsequent alteration, amendment, change or addition to this Addendum shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

20. COUNTERPARTS

This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

21. CURING DEFAULT

In the event of any default under or violation of this Addendum, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. Except as otherwise provided herein with respect to forfeiture by Zeigler of payments due hereunder, as set forth in Paragraph 3 hereof, the parties reserve the right to cure any violation of this Addendum or default hereunder within thirty (30) days following written notice of such default. Except as otherwise provided herein with respect to forfeiture by Zeigler of payments due hereunder, if such default is so cured within said thirty (30) day period, all terms and conditions of this Addendum shall remain in full force and effect. If the parties cannot cure a default or violation hereof within said thirty (30) day period, then the other party shall grant a reasonable extension of the cure period, said extension not to exceed ninety (90) days, provided that the party in default or violation is diligently pursuing completion and/or cure and tenders proof of such diligence to the non-defaulting party upon request. The non-defaulting party may, at its sole discretion, grant such additional extensions beyond the aforementioned ninety (90) day extension period as may, in the sole discretion of the non-defaulting party, be reasonably necessary to cure said default. Notwithstanding anything herein to the contrary, the aforesaid time periods shall be extended pursuant to Section 24, if applicable.

22. CONFLICT BETWEEN THE TEXT AND EXHIBITS

In the event of a conflict between the text of this Addendum and any Exhibits attached hereto, the text of the Addendum shall control and govern.

23. SEVERABILITY

If any provision of this Addendum is held invalid by a court of competent jurisdiction, or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the Village from performance under such invalid provision of this Addendum.

24. FORCE MAJEURE

In the event that either party hereto is delayed, hindered or prevented in performing any act required hereunder by reason of any act or occurrence beyond its reasonable control and not the fault of such party, including but not limited to labor disputes, material shortages, governmental restrictions or regulations, civil insurrection, war or other such reason, the party so delayed, hindered or prevented shall, if reasonably practicable hereunder, be excused from performance only for the period of such delay, hindrance and/or prevention and shall immediately tender said performance upon the removal and/or reconciliation of said interference.

25. DEFINITION OF "VILLAGE"

When the term "Village" is used herein, it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

26. RECORDING OF ADDENDUM

This Addendum or a memorandum thereof may be recorded with the Recorder of Deeds of Cook County, Illinois, at the expense of the Company.

27. EXECUTION OF ADDENDUM

This Addendum shall be signed last by the Village, and the President (Mayor) of the Village shall affix the date on which he signs this Addendum on page 1 hereof, which date shall be the effective date of this Addendum.

28. ADDENDUM SUPPLEMENTAL TO AGREEMENT OF DECEMBER 21, 2009, AS AMENDED.

This Addendum shall be deemed supplemental to and make a part of the Agreement of December 21, 2009, as amended on December 19, 2011 and as assigned on July 29, 2013. No provision of this Addendum shall alter or affect any of the terms, provisions and conditions of said Agreement.

IN WITNESS WHEREOF, this Addendum has been made as of the date and year first written above.

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

ATTEST:

By: _____
Village President

By: _____
Village Clerk

Date: _____

Date: _____

ZEIGLER ORLAND PARK, LLC

ATTEST:

By: _____
Its Manager

By: _____
Its Secretary
(Assistant Secy.)

Date: _____

Date: _____

AJZ-ORLAND PARK, LLC

WITNESS:

By: _____
Its Manager

By: _____

Date: _____

Date: _____