

**AMENDMENT TO APPEARANCE IMPROVEMENT GRANT AGREEMENT
(HORTON CENTER SHOPPING CENTER)**

THIS AMENDMENT, made and entered into this 5th day of July, 2017, by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois municipal corporation (hereinafter referred to as "Village"), and HORTON CENTER, INC., an Illinois Corporation (hereinafter referred to as "Owner").

W I T N E S S E T H:

WHEREAS, the Village of Orland Park has established an Appearance Improvement Grant for application within the Village of Orland Park and the Old Orland Historic District; and

WHEREAS, an Appearance Improvement Grant Agreement (hereinafter the "Agreement") between the Village and Owner was executed on August 18, 2014; and

WHEREAS, due to project overruns and unexpected delays, the appearance improvement project as set forth in the Agreement was not completed and private funding was reallocated; and

WHEREAS, in or around August 2016, the Owner re-evaluated the appearance improvement project, and resubmitted a new design and appearance improvement that is more in-line with available private funding; and

WHEREAS, the newly submitted proposed improvements are intended to update and rehabilitate the shopping center's appearance and reinvigorate its presence in the John Humphrey Drive commercial and office corridor north of Orland Square Mall; and

WHEREAS, Village and Owner desire that said Agreement be amended with respect to the terms as set forth in SECTION 1 of the Agreement; and

WHEREAS, the Corporate Authorities of the Village have considered this Amendment and have determined that the best interests of the Village will be served by authorizing this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

SECTION 1:

The preambles set forth above are hereby incorporated into and made a part of this Amendment.

SECTION 2:

SECTION 1 of said Agreement shall be amended to read as follows:

With respect to Appearance Improvements, the Village shall reimburse an Owner/Lessee for the cost of improvements to the Owner/Lessee's property not to exceed fifty percent (50%) of such cost.

The actual total reimbursement amounts per this Agreement shall not exceed \$60,000.00. The improvement costs that are eligible for Village reimbursement include all labor, materials, equipment, and other contract items necessary for the proper execution and completion of the scope of work as shown on the plans, design drawings, specifications and estimates approved by the Village. The Subject Property shall be developed substantially in accordance the Appearance Review titled "Horton Center Façade Update – Administrative Review," dated September 15, 2016.

The appearance improvements to be performed pursuant to this Agreement are:

Building Improvements: New color scheme, light fixtures, metal seam roof, metal cornice and trim, solid black spandrel glass panels, masonry columns, and EIFS parapets.

General Improvements: Removal of a row of faux skylights at the center of the exterior canopy of the buildings, two masonry clad columns treated and painted, and a new main entry parapet design.

Appearance Review Conditions:

1. Do not paint the masonry columns but instead use a brick that is naturally colored that is complimentary to the proposed color scheme of the buildings.
2. Match the color scheme of the office building to the retail buildings.
3. Maintain an appropriate scale for secondary columns under the canopy.
4. Provide lighting details for the fixtures on the new main entry parapets and other locations, including the office buildings.

SECTION 3:

All of the other terms, covenants and conditions of said Agreement, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.

SECTION 4:

Notwithstanding any provision of this Amendment to the contrary, the Owner shall at all times during the term of this Amendment remain liable to Village for the faithful performance of all obligations imposed upon Owner by the August 18, 2014 Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner from any or all of such obligations as provided elsewhere in the Agreement, as amended.

SECTION 5:

It is understood and agreed to by the parties that, except as expressly set forth herein, the Village is not relinquishing any available rights or remedies under the previously entered into Agreement, as amended, and that a violation of this Amendment shall constitute a violation of the Agreement, as amended, as fully as if the violation was a violation of one of the original terms of

the Agreement. Also, regardless of whether the Owner is in default hereunder, nothing herein shall be construed to excuse the Owner from any or all of his obligations under the Agreement except as specifically set forth herein.

SECTION 6:

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

SECTION 7:

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

IN WITNESS THEREOF, the parties have signed below, effective as of the Effective Date, by their duly authorized representatives

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By: *Karen Del*
Village President

ATTEST:

By: *J. L. Clark*
Village Clerk

OWNER: HORTON CENTER, Inc.

Name: *Ramzi Hassan*
Title: *V.P.*