

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

THIS SECOND ADDENDUM entered into this ____ day of _____, 2021, 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; and

WHEREAS, on July 29, 2013, Evergreen and SAV assigned their rights to the Original Agreement to the Zeigler Parties and the Village acknowledged, agreed and accepted 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, on September 8, 2020, the parties hereto entered into an ADDENDUM to the Original Agreement providing for the expansion of the dealership by adding a parking lot immediately east of and adjoining the dealership and which ADDENDUM provided for substantial completion of the parking lot by December 31, 2021; 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 to and made a part of the said September 8, 2020, ADDENDUM; and

WHEREAS, the parties agree that for a variety of reasons (including but not limited to weather conditions and construction material shortages), the parking lot completion date should be extended to June 30, 2022; and

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

WHEREAS, the Village is executing this SECOND 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.

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. EXTENSION OF DATE OF SUBSTANTIAL COMPLETION:

The date of December 31, 2021, for substantial completion of the Project (as defined in the ADDENDUM of September 8, 2020), is extended to June 30, 2022.

2. EXTENSION OF DATE OF INITIAL PAYMENT YEAR:

Paragraph 3. b). i. 2) of the ADDENDUM of September 8, 2020, is amended in its entirety to provide as follows:

“2) The initial payment year (hereinafter referred to as the “Initial Payment Year”) shall be that twelve (12) month period commencing June 30, 2022, (each subsequent 12-month period is hereinafter referred to as “Subsequent Incentive Year”).”

3. EXECUTION OF SECOND ADDENDUM

This SECOND 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.

4. SECOND ADDENDUM SUPPLEMENTAL TO ORIGINAL AGREEMENT OF DECEMBER 21, 2009, AS AMENDED, AND THE ADDENDUM OF SEPTEMBER 8, 2020.

This SECOND ADDENDUM shall be deemed supplemental to and made a part of the Original Agreement of December 21, 2009, as amended on December 19, 2011 and as assigned on July 29, 2013. Except to the extent provided for herein, no provision of this SECOND ADDENDUM shall alter or affect any of the terms, provisions and conditions of said Original Agreement or the ADDENDUM of September 8, 2020.

IN WITNESS WHEREOF, this SECOND 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: _____