VILLAGE OF BRADLEY

ORDINANCE NO. O-7-14-1

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF BRADLEY, ILLINOIS AND OAK PARK HOLDINGS, LLC IN CONNECTION WITH THE STATE ROUTE 50 REDEVELOPMENT PROJECT AREA

ADOPTED BY THE
BOARD OF TRUSTEES
VILLAGE OF BRADLEY

This 28 day of July, 2014

Published in pamphlet form by authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois, this 28 day of July, 2014.

CERTIFICATE:

Michael J. LaGesse

Michael J. LaGesse, Village Clerk

ORDINANCE NO. O-7-14-1

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF BRADLEY, ILLINOIS AND OAK PARK HOLDINGS, LLC IN CONNECTION WITH THE STATE ROUTE 50 REDEVELOPMENT PROJECT AREA

WHEREAS, Oak Park Holdings, LLC (the "Developer"), has submitted a proposal and a request for tax increment finance assistance to the Village of Bradley, Illinois (the "Municipality") for redevelopment within the Municipality's State Route 50 Redevelopment Project Area (the "Redevelopment Project Area"); and, thereafter, the Municipality and the Developer have engaged in negotiations related to a Redevelopment Agreement (including all exhibits and attachments in connection therewith, the "Redevelopment Agreement") concerning redevelopment incentives and assistance related to the development and redevelopment of approximately 11 acres of the Redevelopment Project Area, such 11 acres constituting the Development Project.

NOW, THEREFORE, IT IS HEREBY ORDAINED by the President and the Trustees of the Village of Bradley, Kankakee County, Illinois:

Section 1. Recitals Incorporated. The above recitals are incorporated into this Ordinance and shall have the same force and effect as though fully set forth herein.

Section 2. Approval. The Redevelopment Agreement, in substantially the form thereof presented before the meeting of the President and Board of Trustees at which this ordinance is adopted, shall be and is hereby ratified, confirmed and approved, and the Village President and Village Clerk are authorized to execute and deliver the Redevelopment Agreement for and on behalf of the Municipality with such changes therein as such officers shall approve; and upon the execution thereof by the Municipality and the Developer, the appropriate officers, agents, attorneys, consultants and employees of the Municipality are authorized to take all supplemental actions, including the execution and delivery of related supplemental opinions, certificates, agreements and instruments and issuance of one of more TIF Notes authorized by, and subject to each applicable Authenticating Order as provided for in the Redevelopment Agreement, desirable or necessary to implement and otherwise give full effect to the Redevelopment Agreement. Upon full execution thereof, the Redevelopment Agreement shall be attached as an exhibit to this ordinance, but any failure to so attach shall not abrogate, diminish or impair the effect of the Redevelopment Agreement as fully executed.

Section 3. Bid Waiver. Pursuant to the Municipality's power and authority under applicable bidding requirements, if any, related to the Redevelopment Agreement and related documents and related contracts entered into or to be entered into shall be and are hereby waived. The Developer shall be responsible for compliance with applicable law related to the Redevelopment Agreement, including without limitation the Prevailing Wage Act.

Section 4. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall

not affect any of the other provisions of this Ordinance. All existing ordinances of the Village of Bradley are hereby repealed insofar as they may be inconsistent with the provisions of this Ordinance.

Section 5. **Effective Date.** The Clerk of the Village of Bradley shall certify to the adoption of this Ordinance and shall cause it to be published in pamphlet form, and this Ordinance shall take effect upon its approval and publication in pamphlet form as so certified and provided by law.

PASSED this 28 day of July, 2014

TRUSTEES:

Jerry Balthazor:	Aye - ✓	Nay - ___	Absent - ___
Robert Redmond:	Aye - ✓	Nay - ___	Absent - ___
Lori Gadbois:	Aye - ✓	Nay - ___	Absent - ___
George Golwitzer:	Aye - ___	Nay - ___	Absent - ✓
Melissa Carrico:	Aye - ___	Nay - ___	Absent - ✓
Eric Cyr:	Aye - ✓	Nay - ___	Absent - ___
Bruce Adams:	Aye - ___	Nay - ___	Absent - ___
TOTALS:	AYE - 4	NAY - 0	ABSENT - 2

APPROVED this 28 day of July, 2014

Bruce Adams

Bruce Adams, President of the Board of Trustees of the Village of Bradley

ATTEST:

Michael J. LaGesse

Michael J. LaGesse, Village Clerk

STATE OF ILLINOIS)
THE COUNTY OF KANKAKEE) SS.
VILLAGE OF BRADLEY)

CERTIFICATION OF ORDINANCE

I, Michael J. LaGesse, do hereby certify that I am the duly selected, qualified and acting Village Clerk of the Village of Bradley, Kankakee County, Illinois (the **"Municipality"**), and as such official I am the keeper of the records and files of the Municipality and of its President and Board of Trustees (the **"Corporate Authorities"**).

I do further certify that the attached ordinance constitutes a full, true and correct excerpt from the proceedings of the Municipality's Corporate Authorities held on 28 July, 2014, insofar as same relates to the adoption of Ordinance No. 0-7-14-1, entitled:

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF BRADLEY, ILLINOIS AND OAK PARK HOLDINGS, LLC IN CONNECTION WITH THE STATE ROUTE 50 REDEVELOPMENT PROJECT AREA,

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such ordinance was adopted and approved on the date thereon set forth by not less than a affirmative vote of a majority of the Corporate Authorities and approved by the Village President on the date indicated thereon.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the above ordinance were taken openly, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for the meeting was duly posted continuously on the Municipality's website and at the Village Building (with all pages visible and readable to the outside at street level 24/7) at least 48 hours before the meeting, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such laws and such Code and their procedural rules in the adoption of such ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Bradley, Illinois, this 28 day of July, 2014.

Michael J. LaGesse
Village Clerk

(SEAL)

Kimberly Dickens <kadickens@thevillageofbradley.com>

Redevelopment Agreement

Kenneth Beth <kbeth@efbclaw.com> Tue, Sep 23, 2014 at 1:45 PM
To: Kimberly Dickens <kadickens@thevillageofbradley.com>
Cc: Rachel Bretz <rbretz@efbclaw.com>

Kim,

What you sent me was in fact the latest draft of the Redevelopment Agreement circulated by Kurt on July 2, 2014. Since that time, Kurt had made some minor edits to that draft, some of which I believe were in response to someone's comments to that draft. Attached please find a marked and clean copy of that Redevelopment Agreement which now includes Kurt's edits. The only blanks in the agreement are the date of the agreement on the cover and page 1 of the agreement, which for reference purposes can be September 1, 2014, and the blanks at the top of page 2 simply need to be filled in with the ordinance number approving the redevelopment agreement and the date of the adoption of such ordinance. Any blanks in the exhibits should not and do not need to be filled in now; they are to be filled in and completed when the form contained within that exhibit is required under the terms of the Redevelopment Agreement itself. Please let me know if you have any questions or comments in connection with this Redevelopment Agreement now. If you are satisfied with the form of this agreement, we can then circulate a completed copy to all the other parties.

Ken

Kenneth N. Beth

Evans, Froehlich, Beth & Chamley

44 Main Street, Third Floor

Champaign, Illinois 61820

Tel: (217) 359-6494

Fax: (217)359-6468

REDEVELOPMENT AGREEMENT

by and between the

VILLAGE OF BRADLEY, ILLINOIS

and

OAK PARK HOLDINGS, LLC
as Developer

dated as of

Sept 1, **2014**

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EXHIBITS

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this ***"Agreement")*** is made and entered into as of the ____ day of _____, 2014, although executed as set forth on pages 25 and 26 herein, by and between the **VILLAGE OF BRADLEY, ILLINOIS**, a municipal corporation of the State of Illinois (the ***"Municipality"),*** and **OAK PARK HOLDINGS, LLC, an Illinois Limited Liability Company** (the ***"Developer").*** (Certain capitalized terms used herein shall have the meanings ascribed to them in Article I of this Agreement, and otherwise as they may be defined elsewhere in this Agreement.)

RECITALS

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, Chapter 65, Sections 5/11-74.4-1 through 5/11-74.4-11 of the Illinois Compiled Statutes, as supplemented and amended (the ***"TIF Act"),*** the President and Board of Trustees, by Ordinance Nos. O-7-06-1, O-7-06-2 and O-7-06-3, adopted July 10, 2006, and Ordinance No. O-5-07-5, adopted May 14, 2007 (collectively, as supplemented, the ***"TIF Ordinances"***): **(i)** approved a redevelopment plan and project entitled **"State Route 50 Redevelopment Plan and Project"** (the ***"Redevelopment Plan"***, and includes the ***"Redevelopment Project"***), **(ii)** designated the **"State Route 50 Redevelopment Project Area"** within the Municipality (the ***"Redevelopment Area"***), and **(iii)** adopted tax increment allocation finance (***"TIF"***) for the Redevelopment Area, all as set forth in the TIF Ordinances and in accordance with the requirements of the TIF Act; and

WHEREAS, in furtherance of the redevelopment of the Redevelopment Plan and the Redevelopment Project, the Developer proposes to undertake the development and redevelopment of a portion of the Redevelopment Area (the ***"Proposal"***) within the approximately 158-acre Redevelopment Area, which portion is to be owned, acquired, or otherwise controlled by the Developer and developed and redeveloped at one time or in phases (as applicable, each a ***"Phase"***) as provided in this Agreement (the ***"Development Property,"*** as described in **Exhibit A** to this Agreement, constituting approximately 11 acres at the southwest corner of State Route 50 and St. George Road); and

WHEREAS, the Developer desires to develop and redevelop the Development Property and make certain infrastructure and other improvements as set forth in this Agreement, consistent with the Redevelopment Plan; and

WHEREAS, pursuant to provisions of the Act, the Municipality is authorized to make and enter into all contracts necessary or incidental to the implementation and furtherance of the Redevelopment Plan, to pay directly or to issue one or more TIF Notes (each a ***"TIF Note,"*** *including in installment/draw form*) as evidence of the Municipality's special and limited obligation to pay certain redevelopment project costs incurred in furtherance of the Redevelopment Plan (the ***"Qualified Project Costs"***), and/or to apply TIF Revenues and/or to pledge certain TIF Revenues, to the payment of TIF Notes and/or Redevelopment Project Costs; and

WHEREAS, in accordance with the Redevelopment Plan and the TIF Act, the President and Board of Trustees approved and adopted Ordinance No. O-7-14-1on July 28, 2014 authorizing this Agreement; and

WHEREAS, the Municipality hereby ratifies and affirms its determination that the approval of the Redevelopment Plan and the fulfillment generally of this Agreement, subject to, among other things to be determined with respect to applicable law, including without limitation the qualification of Qualified Project Costs under the TIF Act, are in the best interests of the Municipality, and the health, safety, morals and welfare of its residents, and in accordance with the public purposes set forth in the Redevelopment Plan and the Act.

AGREEMENT

Now, therefore, in consideration of the above premises and the promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, each party hereto hereby agrees as follows:

ARTICLE I. DEFINITIONS/REPRESENTATIONS

1.1 Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

"Agreement" means this Redevelopment Agreement, as the same may be from time to time in writing modified, amended, or supplemented by the Municipality and the Developer.

"Applicable Building Codes" shall have the meaning in **Paragraph 3.2** of this Agreement.

"Applicable Law" means Applicable Law as defined in the Local Government Debt Reform Act (30 ILCS 350/1 *et. seq.*) and paragraph 3.2.2 hereof.

"Authenticating Order" each certificate signed by the Village President or Village Administrator, and attested by the Village Clerk, under the Municipality's seal, setting forth and specifying details of the applicable debt instruments, including but not limited to interest rate or rates, fixed or variable, interest and/or principal and/or other payment dates, frequency and terms, aggregate principal amount (but not to exceed the principal amount derived from the Second IRR Analysis), the principal and interest coming due in each applicable payment period, the issuance of a debt instrument in installment form in lieu of serial form or in serial form in lieu of installment form, as the case may be, any nominee party, optional and mandatory prepayment and redemption provisions, taxable and/or tax-exempt status and related qualified tax-exempt obligation status, designation of a trustee, paying agent and/or registrar and other fiscal agents, purchasers, and investment restrictions, and full authority is hereby given to the Village President or Village Administrator to certify and specify such terms, without any further action by the Corporate Authorities than the authorizing ordinance for and this Agreement.

"Authorized Developer Representative" means each individual executing this Agreement (or such other persons designated in writing filed with the Village Clerk) who each shall have full authority on behalf of the Developer to execute all further and supplemental documents, instruments and agreements and authorizations, to give all consents and approvals, and to take all further supplemental actions, to give full effect for the Developer under this Agreement.

"Authorized Municipal Representative" means the Village President and/or the Village Administrator (or the Village President's or Village Administrator's designee or designees in writing as filed with the Village Clerk), who each shall have full authority on behalf of the Municipality to the extent lawful to execute all further and supplemental documents, instruments and agreements, to give all consents and approvals and authorizations, and to take all further supplemental actions, to give full effect for the Municipality under this Agreement.

"Authorizing Ordinance" means each ordinance or supplemental ordinance enacted by the Municipality authorizing the issuance of TIF Notes, from time to time, in one or more series and in accordance with this Agreement and on such other terms as are acceptable to the Municipality, in its sole discretion.

"Certificate of Qualified Project Costs/Requisition" means one or more documents substantially in the form of **Exhibit C**, attached hereto and incorporated herein by reference, delivered by the Developer to the Municipality in accordance with this Agreement and evidencing Qualified Project Costs incurred in furtherance of implementation of the applicable Redevelopment Activities, together with supporting receipts and invoices or other certifications with respect to payment due or to become due clearly connecting the amount and the applicable Redevelopment Activities to authorized expenditures under this Agreement for the applicable Phase of the Development Project, subject to the Municipality's approval as provided thereon.

"Certificate of Substantial Completion" means one or more documents substantially in the form of **Exhibit B**, attached hereto and incorporated herein by reference, delivered by the Developer to the Municipality in accordance with this Agreement and evidencing the Developer's satisfaction of applicable obligations and covenants to implement all or the specified functional portion or Phase of the applicable Redevelopment Activities.

"Corporate Authorities" means the Municipality's President and Board of Trustees.

"Developer" means Oak Park Holdings, LLC an Illinois Limited Liability Company, or its successors or assigns in interest as authorized by this Agreement.

"Developer's Formal Request" means the Developer's TIF Request and revenue Forecast (Initial IRR Analysis) in **Exhibit F** to this Agreement.

Developer's TIF Consultant" means the Developer's TIF consultant in connection with this Agreement, initially Kane, McKenna & Associates, Chicago, Illinois.

"Development Account" means the account within the Special Tax Allocation Fund designated as the **"Oak Park Holdings, LLC Account"** into which Incremental Taxes shall be initially deposited or credited.

"Development Inspector" means a civil engineering firm or licensed engineer or architect or other specified professional to be selected and retained by the Municipality from time to time, the fees and costs of whom shall be reasonable, shall be subject to payment from the Development Account, and shall be deemed Qualified Project Costs.

"Development Plans" means plans, drawings, specifications, cost estimates, construction schedules, and related documents for the development, construction and installation of the Development Project, together with all supplements, amendments or corrections thereto, submitted by the Developer, or to be submitted by the Developer to the Municipality from time to time.

"Development Project" means collectively, the Private Development, Infrastructure and related facilities, improvements, and costs described in this Agreement, including without limitation the implementation and construction of the Redevelopment Activities within the Development Property, to be undertaken, or cause to be undertaken, by the Developer, including in one or more Phases, as applicable.

"Development Property" means real property owned, acquired or otherwise controlled by the Developer, in one or more Phases, as applicable, on which the Development Project is to be constructed, located within the Redevelopment Area, as further described in **Exhibit A**, attached hereto and incorporated herein by reference.

GAAP" means generally accepted accounting principles.

"Hazardous materials" shall have the meaning in **Paragraph 6.13**.

"Incremental Taxes" means, as applicable to each Phase of Private Development, for the period commencing on the full execution of this Agreement and ending on the earlier of, as applicable: **(i)** the July 10, 2029, final term of the Redevelopment Project; or **(ii)** the 20-year term applicable to **"obligations"** under Section 11-74.4-7 of the TIF Act; or **(iii)** the termination of this Agreement and/or the rights in whole or in part of the Developer, and any authorized assignee of the Developer, according to the terms of this Agreement, net of all amounts constituting payments required by applicable law otherwise to be made, presently, for example, under Section 11-74.4-3(n) 7.5 and -3(n)7.7 of the TIF Act, and all amounts required by applicable law to be declared Surplus, and subject to **(i)** payments under the Intergovernmental Agreement, **(ii)** payments under the 2007 Indenture, including without limitation with respect to the 2007 Bonds and any **"Additional Bonds"** under the 2007 Indenture, and **(iii)** payments under the 2007 Redevelopment Agreement, including without limitation with respect to the 2007 Note and the 2007 Development Property, eighty percent **(80%)** of all remaining amounts constituting ad valorem taxes, if any, arising from the levies upon taxable real property solely and only in the Development Property by taxing districts at tax rates determined in the manner provided in paragraph (c) of Section 11-74.4-9 of the TIF Act attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Development Property over and above the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Development Property shall be allocated to and when collected shall be paid to the Municipality's Treasurer who shall credit such taxes to the **"Special Tax Allocation Fund"** to be deposited into or credited to the Development

Account of the Special Tax Allocation Fund in accordance with this Agreement, as provided in **Paragraph 6.2** of this Agreement, with any Surplus to be deposited into a **"Surplus Subaccount"** of the Municipality Account.

"Infrastructure" means, if any, as applicable to a particular Phase, the acquisition, construction and installation by the Developer or Municipality, as applicable, of public infrastructure, facilities and improvements within or adjacent to, or for the direct or indirect benefit of, the Development Property, as follows: all generally applicable public facilities, improvements and related costs, including water, sanitary sewer, stormwater management, roads (including but not limited to turning lanes, medians, curb cuts and signalization, parking lots or structures, within or outside of the Development Property), curbs, gutters, water drainage, signalization, and street lighting, to be in compliance with the Municipality's generally applicable subdivision and other applicable development ordinances, codes and regulations, as shown in the Development Plans and as enumerated or authorized by amendment to this Agreement in **Exhibit D** and in **Paragraph 4.2**.

"Initial IRR Analysis" mans the initial IRR analysis in the Developer's TIF Request and Revenue Forecast (Initial IRR Analysis) in **Exhibit F** to this Agreement.

"Intergovernmental Agreement" means the Intergovernmental Agreement with Bradley and Bourbonnais Elementary School District No. 53, as authorized by Resolution No. R-5-07-1, adopted May 7, 2007.

"IRR" means **"internal rate of return"**.

"Municipality" means the Village of Bradley, Illinois, a municipal corporation organized and existing under the laws of the State of Illinois.

"Lot 1" within the Development Property constitute the site of an Aldi store, as a part of the Development Project, as shown in a site diagram in Exhibit A to the Developer's TIF Request and Revenue Forecast (Initial IRR Analysis) in **Exhibit F** to this Agreement and in the definition below of **"Private Development"**.

"Municipality Account" means the account by that name within in the Special Tax Allocation Fund established by this Agreement into which the balance of TIF Revenues not constituting Incremental Taxes for deposit or credit to the Development Account are to be deposited or credited, within which shall be, as applicable, a **"Surplus Subaccount"**.

"Municipality Approvals" means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, building permits, storm water management plan approvals or other subdivision, zoning, building or similar approvals required for the implementation of the Development Plans and the Development Project and consistent with the Act, and this Agreement.

"Municipal Attorney" means the Municipality's duly selected Village Attorney or other attorney at law or a firm of attorneys acceptable to the Municipality in general matters pertaining to municipal law and duly admitted to the practice of law before the highest court of the State of Illinois.

"Municipal TIF Consultant" means the Municipality's TIF consultant in connection with this Agreement, initially Ehlers & Associates, Inc., Lisle, Illinois.

"Net Proceeds" means, as applicable to any TIF Notes, that portion of the proceeds derived from the issuance of any TIF Notes net of any costs of issuance, including applicable fees or discounts, debt service reserves, capitalized interest, or other similar types of funding requirements generally applicable in connection with the issuance of tax increment financed revenue obligations.

"Paying Agent" means, for TIF Notes, the Finance Director, or his/her designee, in the applicable authorizing ordinances and/or Authenticating Orders therefor.

"Phase" means, as applicable, Phase 1, or a Subsequent Development Phase.

"Private Development" means the residential, business, commercial and mixed use facilities, presently referred to as the **"Oak Park Holdings, LLC/Aldi Project"**, to be acquired, constructed and installed as all or a part of the Development Project on the Development Property, by the Developer or authorized others, as follows:

> Acquisition of an approximately 11 acre parcel of land and construction of certain infrastructure improvements thereon to provide for four lots to be leased or sold as follows:
>
> 1) Lot 1 – ground lease of approximately 2.4 acre parcel of land for the construction of an approximately 13,000 square foot Aldi's grocery store thereon;
> 2) Lot 2 – Sale of an approximately 1.06 acre parcel of land for a commercial/retail development to be determined;
> 3) Lot 3 – Sale of an approximately 1.61 acre parcel of land for a commercial/retail development to be determined; and
> 4) Lot 4 – Sale of an approximately 1.92 acre parcel of land for a commercial/retail development to be determined.

"Qualified Project Costs" means all those costs associated with Redevelopment Activities, constituting Redevelopment Project Costs, that are qualified under the TIF Act and this Agreement, which shall not exceed the aggregate sum and expenditure categories set forth in **Exhibit D**, attached hereto and incorporated herein by reference, subject to revision as approved by an Authorized Municipal Representative and an Authorized Developer Representative, with the approving opinion of a Municipal Attorney.

"Redevelopment Activities" means the Development Project, including the Private Development, land acquisition/assembly costs, and other Qualified Project Costs, if any, set forth and as more fully described in **Exhibit D**, attached hereto and incorporated herein by reference.

"Redevelopment Area" means the State Route 50 Redevelopment Project Area as described in the Redevelopment Plan.

"Redevelopment Plan" means the redevelopment plan entitled, **"State Route 50 Redevelopment Plan and Project"**.

"Redevelopment Project" means the redevelopment project under the TIF Act described in the Redevelopment Plan.

"Redevelopment Project Costs" means and includes the sum total of all reasonable or necessary costs incurred or estimated to be incurred in undertaking Redevelopment Activities and any such costs incidental to the Redevelopment Plan and the Redevelopment Project, which include, subject to the Redevelopment Plan, the **"redevelopment project costs"** under Section 11-74.4-3(q) of the TIF Act in connection with the acquisition, construction, and installation of the Development Project in the manner provided by the TIF Act and this Agreement.

"Second IRR Analysis" means a final IRR analysis supplemental to the Initial IRR Analysis under this Agreement, which when prepared is to be appended to **Exhibit F**, provided that any failure to append shall not impair, abrogate or diminish the effect thereof.

"Special Tax Allocation Fund" means the **"Special Tax Allocation Fund"** under the TIF Act for the Redevelopment Area.

"Subsequent Development Phase" means each Phase of the Private Development additional to Phase 1.

"Surplus" means, if any, TIF Revenues required to be declared to be surplus or otherwise required to be paid by operation of applicable law or this Agreement.

"TIF Act" means the Tax Increment Allocation Redevelopment Act, Chapter 65, Sections 5/11-74.4-1 through 5/11-74.4-11, of the Illinois Compiled Statutes, as amended.

"TIF Consultant" means a nationally recognized TIF Consultant and advising firm, initially to be Ehlers & Associates, Inc.

"TIF Note" means, subject to terms and provisions of and related thereto under applicable Authenticating Orders, each of the Municipality's promissory note or notes (with respect to which installment draws thereon are authorized to be endorsed, as applicable) issued pursuant to and subject to this Agreement in substantially the form as set forth in **Exhibit E**, attached hereto and incorporated herein by reference, with appropriate insertions, deletions and other modifications appropriate to the transaction, to evidence the Municipality's special and limited obligation to pay for Qualified Project Costs (other than **"interest subsidies"** under Section 11-74.4-3(q)(11) of the TIF Act) in accordance with this Agreement and the TIF Act, payable solely and only from Incremental Taxes, and not otherwise..

"TIF Ordinances" means the TIF Ordinances so defined in the recitals in the preamble to this Agreement.

"TIF Revenues" means all money constituting Incremental Taxes, and other authorized revenues (including but not limited to the five percent **(5%)** not constituting **"Incremental Taxes"** as above defined) under the TIF Act derived from the Redevelopment Area on deposit or to be on deposit in the designated accounts of the Special Tax Allocation Fund in accordance with the Redevelopment Plan, this Agreement and the TIF Act.

"2007 Bonds" means the Municipality's Tax Increment Revenue Bonds, Series 2007 (Bradley Commons Project).

"2007 Developer" means MIDAM/DALAN Bradley Master Developer, Inc., and authorized successors and assignees.

"2007 Development Property" means the 2007 Developer's shopping center development within the Redevelopment Project Area.

"2007 Indenture" means the Trust Indenture dated as of September 1, 2007 between the Municipality and Amalgamated Bank of Chicago as the **"2007 Trustee"** concerning the 2007 Bonds.

"2007 Note" means the Tax Increment Redevelopment Revenue Note [State Route 50 Redevelopment Project Area], Series 2007, as authenticated October 3, 2007 by Amalgamated Bank of Chicago as Registrar (the **"2007 Note Registrar"**, and, as applicable the **"2007 Note Paying Agent"**), which 2007 Note was delivered on or about October 3, 2007 to the 2007 Developer.

"2007 Redevelopment Agreement" means the Redevelopment Agreement dated as of May 14, 2007 between the Municipality and the 2007 Developer.

1.2 Construction. This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

(a) Definitions include both singular and plural.

(b) Pronouns include both singular and plural and cover all genders; and

(c) Headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(d) All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

(e) The term **"commence"** or **"commenced"** or **"commencement,"** and the like, with reference to construction or other Development Activities shall mean that the Developer **(i)** has executed construction contracts; and **(ii)** has all financing in place with no material or substantial contingencies on drawing against the loan(s); and **(iii)** that the applicable contractor(s) has (have) mobilized on the construction site for the contracted work.

(f) The terms **"deposit"**, **"deposited"** and the like shall be given effect to include, as applicable, **"credit"**, **"credited"**, etc.

(g) To the extent practicable, financial terms in this Agreement shall be applied according to GAAP.

1.3 Representations and Warranties of the Municipality. In order to induce the Developer to enter into this Agreement, the Municipality hereby makes certain representations and warranties to the Developer, as follows:

(a) Organization and Standing. The Municipality is a municipality (and a non-home rule unit) duly organized, validly existing and in good standing under the Constitution and laws of the State of Illinois.

(b) Power and Authority. The Municipality has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Municipality's Corporate Authorities. This Agreement is a legal, valid and binding obligation of the Municipality, enforceable against the Municipality in accordance with its terms, except to the extent that any and all financial obligations of the Municipality under this Agreement shall be limited to the availability of applicable TIF Revenues therefor as may be specified in this Agreement and that such enforceability may be further limited by applicable law and laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles and matters of public policy.

(d) No Violation. Neither the execution nor the delivery of this Agreement or the performance of the Municipality's agreements, obligations and undertakings hereunder will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the Municipality may be bound.

(e) Governmental Consents and Approvals. No consent or approval by any governmental authority is required in connection with the execution and delivery by the Municipality of this Agreement or the performance by the Municipality of its obligations hereunder.

(f) TIF. The Municipality has duly adopted, approved and designated, as applicable, the TIF Ordinances, the Redevelopment Plan, the Redevelopment Area and TIF for the Redevelopment Area.

1.4. Representations and Warranties of the Developer. In order to induce the Municipality to enter into this Agreement, the Developer makes the following representations and warranties to the Municipality:

(a) **Organization.** The Developer is an Illinois Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Illinois, and is duly qualified to transact business in, and is in good standing under, the laws of each of the other states where the Developer is required to be qualified to do business. Upon request from time to time, the Developer will provide the Municipality copies of its limited liability company organizational documents, and a list of members, manager, officers, owners and principals, including as and when changed, revised, supplemented and amended. The Developer presently has no **"manager"** and the sole member signing this Agreement has full power and authority to execute and otherwise act for and on behalf of the Developer.

(b) **Power and Authority.** The Developer has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) **Authorization and Enforceability.** The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Developer's officers, as the case may be. This Agreement is a legal, valid and binding agreement, obligation and undertaking of the Developer, enforceable against the Developer in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(d) **No Violation.** Neither the execution nor the delivery or performance of this Agreement will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree or other law to which the Developer is a party or by which the Developer or any of its assets may be bound.

(e) **Consents.** No consent or approval by any governmental authority or other person is required in connection with the execution and delivery by the Developer of this Agreement or the performance thereof by the Developer.

(f) **No Proceedings or Judgments.** There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency **(1)** to which the Developer is a party and **(2)** which will, or could, prevent the Developer's performance of its obligations under this Agreement.

(g) **FEIN.** The Developer's federal tax number is 45-2437756.

1.5. Disclaimer of Warranties. The Municipality and the Developer acknowledge that neither has made any warranties to the other, except as set forth in this Agreement. The Municipality hereby disclaims any and all warranties with respect to the Development Project and/or the Development Property (or any property serving the Development Property) or the receipts of Incremental Taxes and TIF Revenues, express or implied, including, without limitation, any implied warranty of fitness for a particular purpose or merchantability or sufficiency of the TIF Revenues or Incremental Taxes or the qualification of Qualified Project Costs for TIF financing, for the purposes of this Agreement. Nothing has come to the attention of the Developer to question the assumptions or conclusions or other terms and provisions of any projections of Incremental Taxes, which heretofore have been forecasted and provided to Municipality by the Developer, and the Developer assumes all risks in connection with the practical realization of any such projections of TIF Revenues or Incremental Taxes and the final determination of Qualified Project Costs.

ARTICLE II. DEVELOPER

2.1 Developer /Development Schedule.

(a) Developer. At the Developer's request, the Municipality hereby recognizes the Developer under the TIF Act to develop and redevelop the Development Property acquired by the Developer, and not otherwise, in connection with the Redevelopment Activities on its part to be undertaken, acquired, constructed and installed under this Agreement within the Development Property in accordance with **(i)** the TIF Act, **(ii)** the Redevelopment Plan, **(iii)** the Redevelopment Project, and **(iv)** this Agreement. Any conflict among any of the aforementioned documents shall be resolved by giving preference to the documents in the foregoing order **(i)** — **(iv)**. The Developer is authorized to commence or conclude applicable Redevelopment Activities upon execution of this Agreement and this Agreement and/or Developer rights hereunder shall terminate on the first to occur of: **(i)** completion of all Phases (as evidenced by one or more Certificates of Substantial Completion (**Exhibit B**)); or **(ii)** termination according to the terms of this Agreement.

(b) Development Schedule. The Developer will undertake, commence and complete, or cause to be undertaken, commenced and completed, the Private Development applicable to Phase I, as follows (Dates below are **"on or before,"** and the notice and cure provisions of **Paragraph 7.2** shall not apply to the dates below, and **Paragraphs 2.3, 7.2 and 7.17** shall apply and as supplemented and amended with respect to any Subsequent Development Phase.):

Phase 1.

Activity	Date (On or Before)
Land Acquisition	Completed
Lot 1 – Aldi Ground Lease/ Construction	
Ground Lease Commencement	180 days from date of this Agreement

Aldi's Construction Completion	18 months from the date of this Agreement
Aldi's Opening	24 months from the date of this Agreement

2.2 Developer to Submit Costs. The Developer agrees to submit a requisition (in substantially the form of **Exhibit C**) for payment (including from proceeds of, as applicable, TIF Notes) by the Municipality (subject to the determination of and availability therefor of Incremental Taxes) of Qualified Project Costs as necessary to complete the applicable Redevelopment Activities.

Without limiting the generality of the foregoing, simultaneously with the issuance of or endorsement of a draw upon one or more TIF Notes, the Developer is authorized to advance, from time to time, an amount equal to the Qualified Project Costs which amount the Municipality upon request and submission of required supporting documentation shall timely apply or otherwise duly credit to such Qualified Project Costs so long as the Development Inspector has determined that the applicable Redevelopment Activities and related Qualified Project Costs have been completed in substantial compliance with the Development Plans and this Agreement. If the Development Inspector determines that all or part of any work which is the subject of the requisition has not been completed in substantial conformance with the Development Plans or this Agreement, then the Development Inspector or an Authorized Municipal Representative shall notify the Developer, in writing, within thirty (30) days of the submittal of the requisition, of the reasons for the failure to substantially comply. If the Development Inspector fails to inspect, or fails to provide the Developer with a written basis for denying the requisition, within thirty (30) days of the submittal of the requisition, the Municipality shall be deemed to have approved the requisition and the Finance Director is directed to endorse the draw therefor on any applicable TIF Note in accordance with the requisition. All amounts so advanced (as approved Qualified Project Costs) by the Developer shall constitute Qualified Project Costs and if in compliance with applicable law shall be eligible for payment or reimbursement exclusively directly from Incremental Taxes from proceeds of TIF Notes issued in accordance with and subject to the provisions of this Agreement. The Treasurer is hereby authorized to endorse draws and to receive and make payments in accordance with these provisions. The Developer, at its sole option and discretion, may elect to pay Qualified Project Costs directly, provided that this election is subject to later determination as to eligibility for qualifying payment or reimbursement or from proceeds of TIF Notes upon later endorsement therefor.

2.3 Payment Limitations. Notwithstanding anything in this Agreement to the contrary, whether expressed, inferred or implied, recognizing that the Municipality has an obligation to the public and to other taxing districts and to reasonably assume that the applicable Private Development Phase is practicably completed: **(a)** the Municipality shall not be obligated to pay to the Developer or to any other person (including contractors or vendors or sellers) or endorse a TIF Note, as the case may be, for any Qualified Project Costs or other amounts under this Agreement, unless the Developer shall have, prior to the payment of such costs or amounts by the Developer received the written approval from an Authorized Municipal Representative unless such written approval in writing has been waived by the Municipality; and **(b)** the

Municipality's obligation to pay Incremental Taxes with respect to an applicable Phase shall require that the applicable Phase be completed and opened as set forth for the particular Phase set forth in **Paragraph 2.1(b)** above, to which **Paragraphs 7.2 and 7.17** shall apply. TIF Revenues subject to deposit into or credit to the Development Account shall be determined on or about December 15 in each year, commencing the first December 15 on or after 2015, that Incremental Taxes in excess of $25,000 are available therefore, and if such amounts are not qualified for such deposit or credit shall be deposited or credited to the Municipality's Account. To the extent that the costs are within the amount of the Qualified Project Costs as set forth in **Exhibit D** and the Development Inspector shall have determined any work has been completed in substantial compliance as set forth in **Paragraph 2.2**, the Municipality is deemed to have approved such costs.

Any assignee, transferee or pledgee of the Developer in connection with any TIF Note under this Agreement or this Agreement takes any transfer, assignment or pledge with the risks of this **Paragraph 2.3 and Paragraphs 6.2 and 6.17**.

ARTICLE III. ACQUISITION AND CONSTRUCTION OF THE DEVELOPMENT PROJECT

3.1 Development Project and Schedules. The Developer shall commence its obligations under this Agreement with respect to the acquisition, construction, and installation of its Redevelopment Activities and each applicable Phase of the Development Project, at the times, in the manner and with the effect as provided herein, including without limitation in **Paragraph 2.1(b)** above.

3.1.1. The basic construction obligations of the Developer under this Agreement are as follows:

(a) **Real Estate Acquisition.** The Developer represents and warrants that it or its permitted assigns, has acquired or will acquire the real estate constituting the Development Property and the Lease Purchase Property at the times, in the manner and with the effect set forth in this Agreement, including without limitation in **Paragraph 2.1(b)** above. The funds for such Development Property and Lease purchase Property acquisition shall be advanced by the Developer against, as applicable, receipts of Incremental Taxes and/or TIF Note endorsement(s), Qualified Project Costs, subject to the payment restrictions under **Paragraph 2.3(b)** above.

(b) **Construction of the Development Project in Phases. (i) Phase 1.** The Developer will acquire the Phase 1 Development Property and shall commence or cause to be commenced Phase 1, to be substantially completed and opened on or before the dates above in **Paragraph 2.1(b)**. **(ii) Subsequent Development Phases.** As applicable, the Developer is authorized to undertake one or more Subsequent Development Phases as market demand allows or the Development Project requires, subject to the timing provisions

therefor in **Paragraph 2.1** and applicable supplements and amendments to this Agreement. The Developer may effect Subsequent Development Phases itself or by coordinated action with other developers or then present owners and tenants but subject to this Agreement, including without limitation **Paragraphs 2.1 and 2.3(b)**.

(c) **Permits**. The acquisition of required local, state, and federal permits, approvals and licenses by the Developer shall be provided by the Developer's capital and to the extent in compliance with the Redevelopment Plan and this Agreement may constitute Qualified Project Costs.

(d) **Prevailing Wages, Etc.** The Developer acknowledges that acquisition, construction, and installation of certain public and/or private work in connection with this Agreement may require compliance with the Prevailing Wage Act and Applicable Building Codes. The Municipality makes no representation as to the application of the Prevailing Wage Act or Applicable Building Codes (other than those of the Municipality). The Developer assumes the risk of the application of the Prevailing Wage Act, Applicable Building Codes, and any other legal requirements in connection with each Phase of the Development Project. Without limiting the foregoing, under the Prevailing Wage Act, as applicable, the Developer (and its successors or assigns) shall require that contractors and sub-contractors submit, on a monthly basis, or other applicable frequency, a certified payroll to the Municipality and any other requirements of the Prevailing Wage Act. These records (including as prepared by the Developer and to be provided to the Municipality) shall be kept by the Municipality for three years (or other required period) and are subject to review through the Freedom of Information Act (FOIA), provided that for purposes of public review, such records would not include, possibly among other things, an employee's name, address, phone number or social security number, and otherwise under applicable law. The Developer and its successors assume all responsibility for compliance under this subparagraph (d).

(e) **Insurance.** The Developer shall maintain insurance coverages in amounts and otherwise as provided in **Paragraph 7.6**.

(f) **Reporting.** The Developer shall report directly to the Village President or Village Administrator or other designated Authorized Municipal Representative (and at an Authorized Municipal Representative's request, from time to time the Municipality's Board of Trustees) regarding all matters related to this Agreement.

3.2 Developer to Undertake the Development Project. The Developer, in connection with Private Development shall undertake, or cause to be undertaken, the Redevelopment Activities applicable to each Phase, and shall undertake, commence and complete the Development Project, in Phases in accordance with the terms of this Agreement, including without limitation under **Paragraph 2.1 and 2.3**. The Developer shall acquire, construct, install and undertake, or cause to be acquired, constructed, installed and undertaken, the Redevelopment Activities and shall acquire, construct and install the Development Project in a good and workmanlike manner. Except as otherwise expressly provided herein, the Developer shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment and construction of the Development Project, including transfer of title to all or a portion of the Development Property to entities contracted by the Developer, provided that the same shall, in any event, conform to and comply with the terms and conditions of the Development Plans, the Redevelopment Plan and this Agreement, and all applicable state and local laws, ordinances and regulations, including without limitation prevailing wages, performance or payment bonds and applicable zoning, subdivision, land use, building, fire, environmental and other applicable development codes (collectively **"Applicable Building Codes"**), subject to any variances, special uses and exceptions, and governmental approvals.

3.2.1 Construction Contracts. The Developer may enter into, or cause to be entered into, one or more construction contracts to complete the Development Project, the Redevelopment Activities and related Qualified Project Costs, and the Developer shall undertake and complete, or cause to be undertaken and completed, the Private Development Project. Prior to execution of any acquisition or construction contract or property sales or other Private Development-related agreement, provided that each such contractor or other party shall have no recourse against the Special Tax Allocation Fund or any other Municipality funds and any recourse of any such contractor or other party shall be if at all against the Development Property or the Developer. Prior to the commencement of Redevelopment Activities, the Developer shall obtain, or shall ensure that any contractor obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects and as provided in **Paragraph 7.6** of this Agreement. Prior to commencement of applicable Redevelopment Activities or simultaneously with the execution and delivery of this Agreement by the Developer, whichever is later, the Developer shall deliver to the Municipality evidence of all insurance to be maintained by such contractor as required by this Section. Developer shall ensure that the insurance required is maintained by any such contractor for the duration of the implementation of the Redevelopment Activities.

3.2.2 Compliance with Applicable Law. Prior to the execution of any contract with contractors for construction or installation in connection with the Redevelopment Activities pursuant to **Article III** of this Agreement, the Developer shall comply with all Applicable Laws, including without limitation those laws pertaining to, as applicable, prevailing wages, environmental, contracting, performance, labor and material payment bonds, and Applicable Building Codes.

3.3 Changes. During the progress of any Phase of the Development Project, the Developer may make such reasonable changes to modify the construction schedule, including

dates of commencement, but within the limitations otherwise set forth in this Agreement for completion, modification of the areas in which any Phase of the Development Project is to be performed, relocation, expansion or deletion of items, and such other changes to the Development Plans as site conditions or orderly development may be practicable or as may be required to meet any reasonable requests of prospective tenants or purchasers of any portion of the Development Property, or as may be necessary or desirable to enhance the economic viability of the Development Project; provided that any such changes shall be in accordance with the specified completion and opening dates and the general objectives of, and shall be in substantial conformity with, the Development Project as provided in the Development Plans, the Redevelopment Plan, the Redevelopment Project, and this Agreement.

3.4 Municipality Approvals. The Municipality agrees to cooperate with the Developer and to expeditiously process and timely consider all applications for Municipality Approvals as received, all in accordance with the applicable ordinances, codes and regulations of the Municipality and laws of the State of Illinois, and to take all further actions on Municipality Approvals (after processing in accordance with applicable laws and ordinances) as are consistent with the Development Plans, the Redevelopment Plan, and this Agreement. The Municipality further agrees to cooperate with the Developer in the Developer's attempts to obtain all necessary approvals from any other governmental or quasi-governmental entity, provided that the Developer shall pay or satisfactorily to the Municipality secure the costs thereof, including reasonable attorney's fees.

3.5 Certification of Substantial Completion. Promptly after substantial completion of all or a functional portion of the Redevelopment Activities for a particular Phase or a separate functional part of a particular Phase, in accordance with the provisions of this Agreement, the Developer shall so certify by furnishing to an Authorized Municipal Representative a Certificate of Substantial Completion in the form of **Exhibit B** to this Agreement. Such certification by the Developer and acceptance by an Authorized Municipal Representative shall be a conclusive determination of the substantial satisfaction of the Developer's agreements and covenants to implement, as applicable, all or the specified functional portion of the Redevelopment Activities. The accepted Certificate of Substantial Completion may be, but is not required to be, recorded by the Developer in the office of the Kankakee County Recorder. If an Authorized Municipal Representative shall refuse or fail to accept such Certification, an Authorized Municipal Representative shall, within thirty (30) business days after written request by the Developer, provide to the Developer a written statement stating in reasonable detail in what respects the Developer has failed to complete the applicable Redevelopment Activities in reasonable accordance with the Development Plans, the Redevelopment Plan, and/or this Agreement, or is otherwise in default, and what reasonable measures or acts the Developer must take or perform, in the opinion of the Authorized Municipal Representative, to obtain such acceptance. In the event that the Authorized Municipal Representative fails to provide to the Developer a written statement stating in adequate detail in what respects the Developer has failed to complete the applicable Redevelopment Activities, or is otherwise in default within such thirty (30) days set forth herein, the Municipality shall be deemed to have waived any objections to the certification of substantial completion and the Authorized Municipal Representative shall be required to accept the certificate.

3.6 Aggregate Limitation. The aggregate principal amount of the Municipality's obligations under this Agreement, TIF Notes or other obligations to pay Qualified Project Costs or Redevelopment Project costs, shall be the lesser of set forth **(i)** in **Exhibit D** or **(ii)** in the Second IRR Analysis.

ARTICLE IV. MUNICIPAL COVENANTS AND AGREEMENTS

4.1 Municipality's Obligations. The Municipality shall have the obligations set forth in this **Article IV**.

4.2 No Municipal Infrastructure. There is no obligation for the Municipality in connection with any Infrastructure installation, construction and development, and the Developer shall be solely responsible for all related Infrastructure costs, if any.

4.3 Municipality Funding.

(a) **Issuance of Notes**. The Municipality shall authorize issuance of, as applicable, one or more TIF Notes and/or draws on any TIF Note(s) to finance Qualified Project Costs, which shall be payable to Developer all as provided for in each TIF Note in substantially the form attached hereto as **Exhibit E**. **Paragraph 2.3(b)** shall apply to each TIF Note, including as issued to the Developer and with respect to any authorized transferee, assignee or pledgee of the Developer.

(i) The purpose of any TIF Note is to pay and/or reimburse the Developer for money advanced by Developer for Qualified Project Costs under this Agreement. Interest on each TIF Note shall be at the interest rate of not to exceed the lesser of **(A)** 6.5% (if tax-exempt and otherwise a taxable equivalent based on the highest marginal rate for federal income taxes) or **(B)** the rate percent per annum under the Bond Authorization Act. Each TIF Note shall be substantially in the same form and substance of the TIF Note attached hereto as **Exhibit E**, which exhibit is made a part hereof.

(ii) No TIF Note shall be effective until the Certification of Authentication therein is completed. No transfer, pledge or other disposition by a then present owner or holder shall be given effect unless the Municipality receives 20 business days notice with review copies of the related transfer, pledge or disposition documents. No owner, holder, transferee, pledgee or assignee of any TIF Note will make any transfer, assignment, pledge or other disposition of this Note other than in full compliance with applicable Federal and state securities laws.

(iii) The Municipality covenants and agrees to allocate and apply the Incremental Taxes to the direct payment of Qualified Project Costs and/or repayment of each applicable TIF Note, at the times, and the manner, and with the effect set forth and required by such TIF Note and this Agreement, including without limitation **Paragraphs 2.1 and 2.3**. The Municipality's financial obligations under, arising out of and in any manner in respect of, or related to this Agreement (and any TIF Note), shall be solely and only to the

extent of the availability of Incremental Taxes generated by the Development Property if, as and when received, accounted for, and not otherwise, allocated and applied pursuant to the terms of the TIF Act and each TIF Note authorized by this Agreement. This Agreement and each TIF Note shall be solely and only a **"revenue"** obligation and shall not constitute a debt of the Municipality within the meaning of any constitutional or statutory provision or limitation.

(iv) The Municipality agrees that until the first to occur of **(i)** the end of the term of this Agreement under **Paragraph 7.22** or **(ii)** such time as all payments of principal and interest due under each applicable Bond and/or TIF Note have been made: **(1)** the Municipality will not, without the consent of Developer, to the extent the Developer or the Development Property would be adversely affected, revoke or amend the TIF Ordinances adopted by the Municipality relating to the Redevelopment Project Area; **(2)** except as expressly set forth in this Agreement the Municipality will not pledge or apply any portion of the money deposited in or credited to the Development Account to any other purpose or payment of any other obligation of the Municipality other than is required by, and subject to any obligation which has or may have a prior claim or lien (including without limitation the 2007 Bonds, 2007 Indenture and 2007 Redevelopment Agreement) or corrective adjustments of overpayments and the like; **(3)** the Municipality **(i)** will engage a TIF Consultant to determine the availability of Incremental Taxes to pay the Municipality's obligations to the Developer under this Agreement and each applicable TIF Note and **(ii)** will segregate the money deposited in the Special Tax Allocation Fund from the Municipality's other moneys, funds and accounts; **(4)** the Municipality will not take any action or omit to take any action that will affect the continued existence of the Special Tax Allocation Fund or the determination and availability of the money deposited in or credited to the Development Account of the Special Tax Allocation Fund to pay the principal and interest on TIF Notes; **(5)** the Municipality will engage a TIF Consultant, take all reasonable actions and submit all documents in a timely manner in order to receive and apply qualifying Incremental Taxes to TIF Notes and Qualified Project Costs; and **(6)** the Municipality will direct the investment of amounts deposited into the Special Tax Allocation Fund in accordance with Illinois law.

(v) The Developer shall, and does hereby, subordinate any Incremental Taxes pledge to applicable TIF Notes, direct payment of Qualified Project Costs, the 2007 Bonds, the 2007 Indenture and the 2007 Redevelopment Agreement.

(b) **Priorities**. The 2007 Bonds (and related Additional Bonds, if any), the 2007 Indenture, and the 2007 Redevelopment Agreement, as provided therein, and not otherwise, shall be superior and senior to **(i)** each TIF Note and **(ii)** to the Municipality's obligations to reimburse or pay Qualified Project Costs under this Agreement, including but without limitation that the application of Incremental

Taxes therefore shall be controlling over the application of Incremental Taxes as otherwise provided in this Agreement.

4.4 Defense of Redevelopment Project Area. In the event litigation or any other proceedings are threatened or commenced in any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement, related to or challenging the legitimacy of the Redevelopment Project Area, the Redevelopment Plan, the TIF Ordinances, the adoption of TIF for the Redevelopment Area, or this Agreement, the Municipality will, at the sole cost and expense, defend the integrity of the Redevelopment Project Area, Redevelopment Plan, the TIF Ordinances and, together with the Developer, this Agreement. Anything herein to the contrary notwithstanding, Developer agrees that the Municipality may, to the extent permitted by law as long as no Bonds are issued and held other than by the Developer or related party, use Incremental Taxes from the Development Property otherwise required to be deposited from time to time in the Special Tax Allocation Fund for the costs of such defense, including for disbursements, costs, and attorney's fees. To the extent lawful, all costs of such defense shall be additional Qualifying Project Costs under this Agreement, and when incurred shall constitute a prior claim, pledge or lien against Incremental Taxes and all other TIF Revenues not subject to any prior claim, ledge or lien, including but not limited to any debt service payments on any TIF Notes pledged to a bank or other financial institution to fund Qualified Project Costs, and any such outstanding TIF Notes shall be subordinated thereto. The Developer will fully cooperate with the Municipality in connection with the foregoing.

ARTICLE V. TIF ASSISTANCE

5.1 Analysis Overview. The Developer's TIF Consultant on behalf of the Developer has prepared, and the Municipality's TIF Consultant has reviewed and passed upon for the Municipality, the Developer's formal request for TIF assistance and the final form of an agreed Initial IRR Analysis to determine what amount of TIF assistance would be reasonably necessary to make the Private Development financially feasible (with respect to which the Municipality gives no assurances and the Developer assumes all risks). To accomplish this analysis the Municipal and the Developer's TIF Consultants have generally agreed that an Internal Rate of Return (IRR) analysis would be used for this analysis. The Developer has requested a market based maximum IRR return of 15%, which the Municipal TIF Consultant believes is a reasonable maximum target return for a type of project like the Private Development. Based on the Initial IRR Analysis prepared for the Developer the forecasted IRR with TIF assistance is below that required 15%.

TIF assistance will be in the form of direct payment of Qualified Project costs or TIF Notes and a schedule of forecasted payments based on the Developer's projection of Incremental Taxes derived from comparable properties and inflation. Using, for example, a 6% discount rate the TIF assistance would have a present value of approximately $1,100,000 with respect to which the Developer has requested a TIF Note, to be prepared and issued at the Developer's costs and expense, in the principal amount of $1,100,000 with an interest rate of 6.5%. The Developer reserves the right, at its cost and expense, to market and potentially transfer such a TIF Note at some point.

5.2 IRR Adjustments. The Initial IRR Analysis (shown in **Exhibit G**) is based on estimates, projections and forecasts prepared by and on behalf of the Developer. The Municipality wants to insure that after the Private Development is complete and the actual expenses and revenues are known the Municipality is only providing the Private Development an amount of TIF assistance reasonably necessary to make the Private Development financially feasible. Therefore, the Municipality is to review the Private Development at the time of stabilization and completion (as defined in the following paragraph) and have prepared at the Developer's cost and expense a Second IRR Analysis in substantially the same form as the Initial IRR Analysis in **Exhibit G**. Using a 15% IRR as a target, the Municipality will determine the actual level of need of the Privat4e Development for TIF assistance under this Agreement.

For purposes of this Second IRR Analysis, stabilization and completion is defined as the ground lease of Lot 1 (shown in **Exhibit A**) and sales of Lot 2, Lot 3 and Lot 4 (shown in **Exhibit A**) and each fully executed lease (as referenced in the definition of **"Private Development"** in paragraph 1.1 of this Agreement). To the extent the Second IRR Analysis shows a 15% or less IRR the amount of TIF assistance pledged to the Private Development (shown in **Exhibit D** and the Initial IRR Analysis) shall remain the same. To the extent the Second IRR Analysis is greater than 15% the amount of TIF assistance under this Agreement to the Private Development (shown in **Exhibit D** and the Initial IRR Analysis) shall be reduced on an annual basis in such amounts that result in an IRR of 15%. As part of this Second IRR Analysis review, the Municipality reserves the right to request, and the Developer shall provide, any documents related to the Private Development that the Municipality through its Municipal TIF Consultant requires to complete a Second IRR Analysis review.

ARTICLE VI. COLLECTION AND USE OF TIF REVENUES

6.1 Certificate of Total Initial Equalized Assessed Value. The Developer acknowledges that the Municipality has provided (or upon availability will provide) to the Developer a true, correct, and complete copy of the Kankakee County Clerk's certification of the initial equalized assessed value (**"IEAV"**) of all taxable property within the Redevelopment Area, as determined pursuant to Section 11-74.4-9 of the TIF Act. The Developer and Municipality hereby agree that the IEAV for the Development Property is to be $62,000 for calculating Incremental Taxes hereunder.

6.2 Special Tax Allocation Fund. The Municipality agrees to maintain the Special Tax Allocation Fund, including the following accounts and such further accounts as the Municipality may deem appropriate in connection with the administration of the Special Tax Allocation Fund pursuant to the TIF Act and this Agreement: **(A)** the Development Account into which qualifying Incremental Taxes shall be deposited or credited (and otherwise to the Municipality Account), and **(B)** the Municipality Account into which TIF Revenues from the Development Property, other than qualifying Incremental Taxes, are to be deposited or credited. All TIF Revenues shall be deposited or credited to the Special Tax Allocation Fund, subject to allocation under, as applicable, this Agreement and TIF Notes, and, as applicable, the 2007 Bonds, 2007 Indenture and 2007 Redevelopment Agreement.

6.3 Developer Certificates. The Developer shall certify, or cause to be certified, on an annual basis on or be November 15 in each year, the amount and payment of annual general

taxes applicable to each Phase of the Development Property in order that the Municipality can determine what TIF Revenue receipts constitute Incremental Taxes. Unless any TIF Notes are outstanding and held other than by the Developer or a related party, any such failure to so provide such information shall result in the Incremental Taxes related to such failure to be deposited or credited to the Municipality Account, including reallocations and corrections.

ARTICLE VII. GENERAL PROVISIONS

7.1 Assignment. The rights, duties and obligations of the Developer under this Agreement shall be assignable subject to prior written approval of the Municipality, which approval shall not be unreasonably withheld or delayed, provided that the Developer may not make any such assignment without the Municipality's written consent until completion of the Development Project at the times, in the manner and with the effect as provided in this Agreement. The foregoing shall not be a limitation on the Developer's assignment or pledge to a bank or other financial institution as collateral with respect to payments hereunder for financing of the acquisition of the Development Property, as to one or more phases for the Development Property, provided that any such assignment or pledge is subject to the terms and provisions of this Agreement, including without limitations to **Paragraphs 2.1, 2.3, 7.2 and 7.17**, risks which any such assignee or pledgee is to assent. The Developer shall file any such assignment documents with the Municipality at least 30 days prior to any such assignment becoming effective, for review and comment, and otherwise any such assignment shall not be effective. As the terms of such an assignment may provide, the Municipality is authorized by the Developer to make payments directly to the applicable bank or financial institution, as the Developer in writing requests and the Municipality in writing approves. The Developer shall and does hereby indemnify and agree to defend and hold the Municipality harmless in connection with any such direct payments. Notices to or with respect to the Developer hereunder shall be copied to applicable lender or lenders as set forth in **Paragraph 7.4**.

7.2 Remedies. Except as otherwise specifically provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by either party or any permitted successor or assign, the alleged defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of such notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to proceedings to compel specific performance by the defaulting or breaching party. In the event the Developer fails to comply with or cause to be complied with **Paragraphs 2.1 and 2.3** hereof as to any one or more Phases, the Municipality may by notice to the Developer terminate this Agreement, as to the respective Phase or Phases, without application of the notice and cure provisions of **Paragraph 7.17**. Notwithstanding anything herein to the contrary, the sole remedy of the Developer in the event of a default by the Municipality under any of the terms and provisions of this Agreement shall be to institute legal action against the Municipality for specific performance or other appropriate equitable relief; and under no circumstances shall the Municipality be subject to any monetary liability (other than to be required to deposit or credit Incremental Taxes to the Development Account at the time and in

the manner as provided in this Agreement) or be liable for damages (compensatory or punitive or consequential or otherwise) under the provisions, terms and conditions of this Agreement! Except as to the foregoing, the parties shall have all remedies with respect to this Agreement available under applicable law. Notwithstanding anything herein to the contrary, the Municipality shall be liable for no amount hereunder in excess of Incremental Taxes duly deposited into the Development Account.

7.3 Force Majeure. Neither the Municipality nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; condemnation; strike; lockout; civil disorder; war; restrictive government regulations; issuance of any permits and/or legal authorization by the governmental entity necessary to proceed with the Redevelopment Activities or any portion thereof; shortage or delay in shipment of material or fuel; inability to secure labor or materials within established budget limitations, including contingencies; acts of God; unusually adverse weather or wet soil conditions; adverse conditions affecting the work on the Development Property; or other like causes beyond the parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Development Project, this Agreement, or TIF Notes; provided that such event of force majeure shall not authorize a delay hereunder of more than 90 days in any one calendar year without the approval of the other party, which approval shall not be unreasonably withheld or delayed, and any days unused in one calendar year shall not be carried over to increase the number of days of permitted delay in any subsequent calendar year. A party seeking to extend the time for performance of obligations pursuant to this Section shall notify the other party within ten (10) days of the event of delay caused by force majeure, and otherwise may not claim any time extension in that connection.

7.4 Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid; sent by facsimile with confirmation of transmittal; or by email (with receipt conformed); or delivered personally,

(i) In the case of the Developer, in care of:

Oak Park Holdings, LLC
520 W. Erie Street, Suite 430
Chicago, IL 60654
Attn: Jay Javors
jjj@mpgre.net

tel: (312) 337-3700
fax: (312) 337-3710

with a copy to:

Duane Morris LLP
190 South LaSalle St., Suite 3700
Chicago, Illinois 60603
Attn: Daniel Kohn, Esq./Stanley R. Kaminski, Esq.
kdohn@duanemorris.com

tel: (312) 449-6712
fax: (312) 277-6554

srkaminski@duanemorris.com

(ii) In the case of the Municipality, to:

Bruce W. Adams, Village President
Village of Bradley
147 South Michigan Avenue
Bradley, Illinois 60915-2243
bwadams@thevillageofbradley.com
cc : Mark A Pries / mapries@thevillageofbradley.com

With a copy to:

Kathleen Elliott, Esq.
Robbins Schwartz
9550 Bormet Drive
Mokena, Illinois 60448-8360
kelliott@robbins-schwartz.com

or to such other address with respect to either party as that party may, from time to time, designate in writing and forwarded to the other as provided in this Section.

7.5 Conflicts of Interest. No member of the Municipality's Corporate Authorities or any branch of the Municipality's government who has any power of review or approval of any of the Developer's undertakings, or of the Municipality's contracting for goods or services for the Development Property, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested or otherwise in violation of and otherwise in compliance with Section 11-74.4-4(n) of the TIF Act or other applicable law. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose in writing to the Municipality's Corporate Authorities the nature of such interest and seek a determination by the President and Board of Trustees with respect to such interest, and in the meantime shall not participate in any actions or discussions relating to the activities herein proscribed and otherwise in compliance with Section 11-74.4-4(n) of the TIF Act or other applicable law.

7.6 Insurance. The Developer shall cause there to be insurance as hereinafter set forth at all times during the process effecting, acquiring, constructing and installation Redevelopment Activities or the Development Project under this Agreement and shall provide the Municipality with a certificate of insurance naming the Municipality, its Corporate Authorities, officials, agents, employees, and independent contractors as additional insureds thereon:

(i) Builder's risk insurance, written on the so called **"Builder's Risk - Completed Value Basis,"** in an amount equal to one hundred percent (100%) of the insurable value of any construction work at the date of completion, and with coverage available in non-reporting form on the so called **"all risk"** form of policy;

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability

insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Two Million Dollars ($2,000,000) for each occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and

(iii) Worker's compensation insurance, with statutorily required coverage.

The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content satisfactory to the Municipality and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Illinois. The policy of insurance delivered pursuant to clause (i) above shall contain the agreement of the insurer to give not less than thirty (30) days advance written notice to the Municipality in the event of cancellation of such policy or change affecting the coverage thereunder.

7.7 Inspection. Prior to the completion of the Redevelopment Activities, the Developer shall allow authorized representatives (including without limitation Authorized Municipal Representative and Development Inspector, as applicable) of the Municipality access any to the Development Property from time to time for reasonable inspection thereof upon reasonable advance notice.

7.8 Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the internal laws of the State of Illinois for all purposes and intents.

7.9 Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be effective when signed by the authorized officers of the parties, and shall be amended only by a writing signed by the authorized officers of the parties.

7.10 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

7.11 Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

7.12 Representatives Not Personally Liable. No official, agent, employee, attorney, independent contractor or representative of the Municipality shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party, or on any obligations under the terms of this Agreement. No member, manager, officer, agent, employee, independent contractor, attorney or representative of the Developer shall be personally liable to the Municipality in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party, or on any obligations under the terms of this Agreement.

7.13 Release, Defense and Indemnification. In connection with release, indemnification and defense, to the fullest extent of applicable law, the following subparagraphs of this **Paragraph 7.13** shall apply (provided that reference to Development Property means

only the part or parts of the Development Property owned or controlled by or on behalf of the Developer):

7.13.1 Notwithstanding anything herein to the contrary, the Municipality, its Corporate Authorities, officials, attorneys, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that all or any part of the TIF Act, or any ordinance of the Municipality adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the Municipality is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this paragraph shall limit claims by Developer against the Development Account of the Special Tax Allocation Fund or actions by the Developer seeking specific performance of relevant contracts.

7.13.2 The Developer releases from and covenants and agrees that the Municipality and its Corporate Authorities, officials, attorneys, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the Corporate Authorities, officials, attorneys, agents, employees and independent contractors thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any matter in connection with the Development Project, except as such may be caused by the intentional conduct, gross negligence, negligence or other acts or omissions of the Municipality, its Corporate Authorities, officials, agents, attorneys, employees or independent contractors that by reason of willful and wanton acts are contrary to the provisions of this Agreement.

7.13.3 The Municipality and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, independent contractors or employees or any other person who may be about the Development Property or Development Project due to any act of negligence of any person, except as such may be caused by the intentional misconduct, gross negligence, or acts or omissions of the Municipality, its Corporate Authorities, officials, agents, employees, or independent contractors that are contrary to the provisions of this Agreement.

7.13.4 All covenants, stipulations, promises, agreements and obligations of the Municipality contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Municipality and not of any of its Corporate Authorities, officials, attorneys, agents, employees or independent contractors in their individual capacities.

7.13.5 No member of the Corporate Authorities, officials, attorneys, agents, employees or independent contractors of the Municipality shall be personally liable to the Developer **(i)** in the event of a default or breach by any party under this Agreement, or

(ii) for any amount or any TIF Notes which may become due under the terms of this Agreement.

7.13.6 The Developer agrees to indemnify, defend and hold harmless the Municipality, its Corporate Authorities, officials, attorneys, agents, employees and independent contractors, from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with **(i)** this Agreement or TIF Notes (except contractual agreements or covenants undertaken by the Municipality outside of this Agreement or tax increment revenue obligations issued by the Municipality not authorized by this Agreement), including any opinions regarding their validity, **(ii)** the construction of the Development Project, and **(iii)** the negligence or willful misconduct of the Developer, its officials, agents, employees or independent contractors in connection with the management, development, redevelopment and construction of the Development Project, except as such may be caused by the intentional conduct, gross negligence, negligence or breach of this Agreement by the Municipality, its Corporate Authorities, officials, agents, employees or independent contractors.

7.13.7 To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the Municipality, its Corporate Authorities, officials, attorneys, agents, employees and independent contractors, from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: **(i)** any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Development Property or respecting any products or materials previously, now or thereafter located upon, delivered to or in transit to or from the Development Property regardless of whether such release or threat of release or alleged release or threat of release has occurred prior to the date hereof or hereafter occurs (and except where such release occurs as a result of any act, omission, negligence or misconduct of the Municipality); **(ii) (A)** any violation now existing (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to or affecting the Development Property, or **(B)** any now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating, to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Development Property, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen prior to the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the Municipality or any third party or otherwise; **(iii)** any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Development Property; or (iv) any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like. For purposes of this paragraph, **"hazardous materials"** includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U. S.C. §§ 9601 *et seq.*), the Hazardous Materials Transportation Act, as amended (49

U.S.C. §§ 1801 *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 *et seq.*), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation.

7.14 Covenant to Comply with Applicable Laws. The Developer hereby warrants and covenants that in performing the Development Project it will comply with all applicable laws.

7.15 Recordable Memorandum. The Developer or the Municipality may record a memorandum of this Agreement in the office of the Kankakee County Recorder, and the agreements and covenants contained herein shall be a covenant running with the land. Upon any termination the Developer and/or Municipality shall provide the other, as applicable, a release in connection with such a recording.

7.16 Survival. Notwithstanding the expiration, termination or breach of this Agreement by either party, the agreements contained in **Paragraphs 4.4, 7.3, 7.12, 7.13, and 7.21** of this Agreement shall, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by either party.

7.17 Time of the Essence. Time is of the essence of this Agreement.

7.18 Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Municipality and Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Municipality or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Municipality or Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

7.19 Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

7.20 Cooperation and Further Assurances. The Municipality and Developer each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Municipality or Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

7.21 Estoppel Certificates. Each of the parties hereto agrees to provide the other, upon not less than ten (10) business days prior request, accompanied by applicable supporting

documentation, a certificate (**"Estoppel Certificate"**) certifying that this Agreement is in full force and effect (unless such is not the case, in which such parties shall specify the basis for such claim), that the requesting party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting party. If either party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.

7.22 Term. This Agreement shall be in effect upon its execution by the Municipality and the Developer and shall terminate at the end of the longest period provided for by the TIF Act or otherwise applicable law, unless otherwise earlier terminated by the provisions hereof. In connection with Section 11-74.4-7 of the TIF Act, obligations shall have a term not exceeding 20 years. Certain payment obligations (including any TIF Note) under this Agreement which constitute **"obligations"** shall be subject to such 20-year limit.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Municipality and the Developer have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto and attested as to the date first above written. This may be executed with counterpart execution pages.

"MUNICIPALITY": **VILLAGE OF BRADLEY, ILLINOIS**

(SEAL)

By: Bruce W. Adams
Village President

Attest:

Michael J. LaGesse
Village Clerk

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)SS.
THE COUNTY OF KANKAKEE)

On this 3rd day of October, 2014, before me, the undersigned, a Notary Public, appeared Bruce W. Adams and Michael J. LaGesse to me personally known, who, being by me duly sworn, did say that they are the Village President and the acting Village Clerk, respectively, of the VILLAGE OF BRADLEY, ILLINOIS, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of Illinois, and that the seal affixed to the foregoing instrument is the corporate seal of such Municipality, and that such instrument was signed and sealed in behalf of the Municipality by authority of its President and Board of Trustees, and said officials acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of such Municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

"OFFICIAL SEAL"
TERESA M RICHERT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/5/17

Teresa M Richert
Notary Public

This Agreement may be executed with counterpart execution pages.

"OFFICIAL SEAL"
TERESA M RICHERT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/8/17

"DEVELOPER":
OAK PARK HOLDINGS, LLC

By: _____
Sole Member/Manager

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
THE COUNTY OF Kankakee

On this 2nd day of October, 2014, before me, the undersigned, a Notary Public, appeared Jamie J. Javors to me personally known, who, being by me duly sworn, did say that (s)he is the sole member of Oak Park Holdings, LLC duly authorized, established and existing under and by virtue of the laws of the State of Illinois, and that such instrument was signed and sealed in behalf of such limited liability company by authority of its organizational documents and such officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of the above limited company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Teresa M Richert
Notary Public

"OFFICIAL SEAL"
TERESA M RICHERT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/5/17

This Agreement may be executed with counterpart execution pages.

"OFFICIAL SEAL"
TERESA M RICHERT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/8/17

EXHIBIT A

Legal Description of the Redevelopment Property Area:

Being a part of Section 4 and Section 9 in Township 31 North, Range 12 East of the Third Principal Meridian in Kankakee County, Illinois lying East of the Canadian National Railroad tracks and more particularly described as follows:

Beginning at the Southeast corner of the Northwest Quarter of Section 9 in Township 31 North, Range 12 East of the Third Principal Meridian in Kankakee County, Illinois; Thence West, on the south line of said Northwest Quarter,140 feet to a point to be known as the POINT OF BEGINNING; Thence continuing West ,on said south line, to the Easterly Right-of-Way line of the Canadian National Railroad; Thence Northeasterly, on said Easterly Right-of-Way line, to the North line of the Northwest Quarter of Section # 4 in Township 31 North, Range 12 East ,of the 3rd PM in Kankakee County,Illinois;Thence East, on the said north line of the Northwest Quarter of Section 4 and continuing on the north line of the Northeast Quarter of said Section# 4 , to a point being 2120 feet west of the northeast corner of the southeast quarter of said section #4; Thence south , on a line 2120 feet west of and parallel to the east line of said section #4,to the point of intersection with the south line of said section #4; Thence east, on said south line of section#4, 135 feet to a point; Thence southwesterly to the POINT OF BEGINNING.

Excepting therefrom that portion of the West Half of the Northwest Quarter of said Section 9 lying between the Canadian National / Illinois Central railroad and the Westerly Right-of-Way line of Illinois Route 50 more particularly described as Westerly of the following described line; Commencing at the point of intersection of the south line of the West Half of said Northwest Quarter and the Westerly Right-of-Way line of Illinois Route 50, being 1366.22 feet East of the Southwest corner of said West Half of the Northwest Quarter of Section 9; Thence North 2o 06' 21" West, on said Westerly Right-of-Way line of Illinois Route 50, to the point of intersection with the Easterly Right-of-Way line of said Canadian National / Illinois Central railroad, said point being approximately 1060 feet south of the North line of said Section 9.

Legal Description of the Development Property:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE ON A RECORD BEARING OF SOUTH 89 DEGREES 07 MINUTES 10 SECONDS WEST 3935.46 FEET ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 9; THENCE NORTH 02 DEGREES 06 MINUTES 21 SECONDS WEST 1325.72 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 50 PER DOCUMENT NUMBER 2001-20684 THE FOLLOWING 5 COURSES AND DISTANCES: THENCE NORTH 87 DEGREES 37 MINUTES 11 SECONDS EAST 148.27 FEET; THENCE NORTH 15 DEGREES 45 MINUTES 54 SECONDS EAST 383.61 FEET; THENCE NORTHEASTERLY ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 7330.00 FEET, AN ARC DISTANCE OF 610.56 FEET AND A CHORD BEARING OF NORTH 13 DEGREES 22 MINUTES 43 SECONDS EAST; THENCE NORTH 04 DEGREES 38 MINUTES 10 SECONDS EAST 135.43 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 09 SECONDS WEST 181.16 FEET TO THE SOUTH LINE OF St. GEORGE ROAD AS DEDICATED BY DOCUMENT 2001-20685; THENCE SOUTH 89 DEGREES 01 MINUTES 49 SECONDS WEST 314.98 FEET TO THE EAST LINE OF PARCEL 3EB0004 AS DESCRIBED IN CONDEMNATION CASE 87-ED-5; THENCE SOUTH 32 DEGREES 36 MINUTES 17 SECONDS WEST, 7.89 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 3EB0004, BEING ALSO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF S.B.I. ROUTE 49 (ILLINOIS ROUTE 50); THENCE SOUTH 7 DEGREES 52 MINUTES 47 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 284.93 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED AS PARCEL 3 IN THE RELEASE OF HIGHWAY DEDICATION CERTIFICATE, RECORDED AS DOCUMENT NUMBER 2006-19167; THENCE NORTH 82 DEGREES 05 MINUTES 22 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL 3 AND THE NORTH LINE OF PARCEL 2 AS DESCRIBED IN QUIT CLAIM DEED RECORDED AS DOCUMENT NUMBER 2006-03594, 90.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2, BEING ALSO A POINT ON THE EAST RIGHT-OF-WAY OF THE CANADIAN NATIONAL RAILWAY (FORMERLY THE ILLINOIS CENTRAL RAILROAD); THENCE SOUTH 7 DEGREES 54 MINUTES 38 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CANADIAN NATIONAL RAILWAY, 39.14 FEET; THENCE SOUTH 07 DEGREES 52 MINUTES 38 SECONDS WEST, 584.49 FEET ALONG THE EAST RIGHT OF WAY LINE OF THE SAID CANADIAN NATIONAL RAILWAY TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 2; THENCE SOUTH 81 DEGREES 59 MINUTES 07 SECONDS EAST 50.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 2, BEING ALSO A POINT ON THE WEST LINE OF SAID PARCEL 3; THENCE SOUTH 07 DEGREES 52 MINUTES 38 SECONDS WEST 89.05 FEET ALONG SAID WESTERLY LINE; THENCE SOUTH 01 DEGREES 08 MINUTES 22 SECONDS EAST 121.22 FEET ALONG SAID WESTERLY LINE; THENCE SOUTH 02 DEGREES 05 MINUTES 22 SECONDS EAST 171.16 FEET ALONG SAID WESTERLY LINE TO THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE NORTH 87 DEGREES 54 MINUTES 38 SECONDS EAST 90.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3; THENCE SOUTH 02 DEGREES 06 MINUTES 21 SECONDS EAST 1.44 FEET TO THE POINT OF BEGINNING IN KANKAKEE COUNTY, ILLINOIS.

[DEVELOPMENT AREA MAP]

Reference is made to the site diagram of the Development Property in the Developer's TIF Request and Revenue Forecast (Initial IRR Analysis) in Exhibit F to this Agreement.

EXHIBIT B

Certificate of Qualified Project Costs / Requisition

TO: Village of Bradley, Illinois

RE: Redevelopment Agreement dated _____, 2014 by and between the Village of Bradley, Illinois and Oak Park Holdings, LLC.

You are hereby notified that in accordance with Ordinance No. _____, adopted _____, 2014 (the ***"Ordinance"***), of the Village of Bradley, Illinois (the ***"Municipality"***), and that certain Redevelopment Agreement (the ***"Agreement"***) dated as of _____, 2014, by and between Oak Park Holdings, LLC (the ***"Developer"***) and the Municipality, that the Developer has incurred the following Qualified Project Costs:

Payee	Amount	Description of Qualified Project Costs/Purpose

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

The undersigned hereby states and certifies that:

1. Each item listed above is a Qualified Project Cost and was incurred in connection with and as authorized by the Agreement the acquisition, construction, and installation of the Development Project. Attached to this Certificate is supporting documentation of the nature and amount of each Qualified Project Cost submitted herein.

2. The(se) Qualified Project Cost(s) has/have been incurred by the _____ and are presently due and payable or have been paid by the _____ and are payable or reimbursable under the Agreement.

3. Each item listed above has not previously been paid or reimbursed from moneys in the Special Tax Allocation Fund and no part thereof has been included in any other certificate previously filed with the Municipality.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the portion of the Redevelopment Activities on the Development Project for which this certificate relates have been issued and are in full force and effect.

6. All Redevelopment Activities for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with, the Development Plans, and the Agreement.

7. In the event that any cost item to be paid or reimbursed under this certificate is deemed to not constitute a ***"redevelopment project cost"*** within the meaning of the TIF Act and a Qualified Project Cost under the Redevelopment Agreement, the **Developer** shall have the right to substitute other eligible Qualified Project Costs for payment hereunder.

8. The costs to be paid or reimbursed under this certificate constitute advances qualifying for issuance of or draw upon a **TIF Note**.

9. The following shows: (i) the line item under the Redevelopment Plan for each Qualified Project Cost identified above and the beginning line item balance; (ii) the amount of each such Qualified Project Cost identified above; and (iii) the line item balance after giving effect to the payment of such Qualified Project Costs.

(i) Line Item under the Plan	And Beginning Line Item Balance	(ii) Amount of Qualified Project Cost	(iii) Ending Line Item Balance

10. The Developer is not in default or breach of any term or condition of the Agreement.

Dated this _____ day of _____, _____.

OAK PARK HOLDINGS, LLC

By:_____
Printed Name:_____
Title:_____
Authorized Developer Representative

Approved for Payment this _____ day of _____, _____.

VILLAGE OF BRADLEY, ILLINOIS

By:_____
Title:_____
Authorized Municipal Representative

EXHIBIT C

Certificate of Substantial Completion

The undersigned is the _____of _____, the Architect/Engineer for the Development Project, including the Redevelopment Activities, carried out by _____, (the ***"Developer"***), in accordance with the terms of that certain Redevelopment Agreement dated as of _____, 2014 (the ***"Agreement"***) between the Developer and the Village of Bradley, Illinois (the ***"Municipality"***).

The undersigned hereby certifies to the Developer and the Municipality that: (a) the implementation of **[all/a functional portion]** of the Redevelopment Activities **[, which functional portion is described in the following paragraph,]** has been reviewed and found to be substantially complete; (b) **[all/such functional portion]** of the improvements associated with the Redevelopment Activities have been constructed in a workmanlike manner and in accordance with the Development Plans (as those terms are defined in the Agreement); (c) lien waivers for applicable portions of such improvements have been obtained; and (d) the date of substantial completion of **[all/such functional portion]** of the Redevelopment Activities is the date of this Certificate.

The functional portion of the Redevelopment Activities consists of:

In witness whereof; the undersigned has duly executed this Certificate on the ____ day of _____, ____.

[PROJECT ENGINEER/ARCHITECT]

(SEAL)

By:_____

Title:_____

Attest:

ACKNOWLEDGMENT

STATE OF _____)
) SS.
THE COUNTY OF _____)

On this _____ day of_____, _____, before me, the undersigned, a Notary Public, appeared _____, who being before me duly sworn did say that he is the _____ of_____ [name of project architect/engineer], a _____, and that such instrument was authorized by and signed on behalf of such _____, and such _____ acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

_____
Printed Name:_____
Notary Public in and for such State
Commissioned in _____ County

(SEAL)

My commission expires: _____

EXHIBIT D

Redevelopment Activities/Qualified Project Costs

c/o OAK Park holdings, LLC ex. D
[redacted]

Southwest Corner Illinois Route 50 & St. George Road

Bradley , IL

Very Preliminary Engineers Opinion of Cost

M. GINGERICH, GERRAUX & ASSOCIATES

NO.	ITEM	UNIT	QUANTITY	UNIT COST	COST
Sanitary Sewer					
1	10" PVC Sanitary Sewer, SDR #35	ln ft	1300	$ 48.00	$ 62,400
2	Manhole, Ty. A 4' Dia. w/ 1050 Fr & Ty. A Lid	each	4	$ 3,000.00	$ 12,000
3	6" PCV SDR #35 Sanitary Service	each	4	$ 300.00	$ 1,200
4	20" Bored & Jacked Casing Pipe under IL Rt 50	ln ft	175	$ 350.00	$ 61,250
5	Trench Backfill	cu yd	220	$ 26.00	$ 5,720
				Sub Total	**$142,570**
Water Main					
1	12" D.I. Water Main, CL52 W/ Polywrap & Valves, Bends	ln ft	2070	$ 46.00	$ 95,220
2	Fire Hydrants (5 1/4") w/ Tee, G.V. & Box Complete	each	6	$ 2,800.00	$ 16,800
3	20" Bored & Jacked Casing Pipe under St George Road	ln ft	100	$ 275.00	$ 27,500
4	20" Bored & Jacked Casing Pipe under IL Rt 50	ln ft	175	$ 275.00	$ 48,125
5	Trench Backfill	cu yd	120	$ 26.00	$ 3,120
				Sub Total	**$190,765**
Street & Storm Sewer					
1	Concrete Curb & Gutter Ty B6.12	ln ft	3980	$ 14.00	$ 55,720
2	Aggregate Base Course - 10"	sq yd	6300	$ 12.00	$ 75,600
3	Geotextile Subgrade Fabric	sq yd	6300	$ 2.00	$ 12,600
4	Hot Mix Asphalt Binder Course - 1.5"	ton	530	$ 90.00	$ 47,700
5	Hot Mix Asphalt Surface Course - 1.5"	ton	530	$ 100.00	$ 53,000
6	Storm Sewer Ty 1 - 12"	ln ft	190	$ 28.00	$ 5,320
7	Storm Sewer Ty 1 - 15"	ln ft	170	$ 30.00	$ 5,100
8	Storm Sewer Ty 1 - 18"	ln ft	300	$ 34.00	$ 10,200
9	Storm Sewer Ty 1 - 24"	ln ft	900	$ 40.00	$ 36,000
10	Storm Sewer Ty 1 - 30"	ln ft	100	$ 48.00	$ 4,800
11	Storm Sewer Ty 1 - 36"	ln ft	80	$ 60.00	$ 4,800
12	Storm Sewer Inlet	each	14	$ 950.00	$ 13,300
13	Storm Sewer Manhole	each	13	$ 1,600.00	$ 20,800
14	End Sections	each	6	$ 800.00	$ 4,800
15	Trench Backfill	cu yd	150	$ 26.00	$ 3,900
				Sub Total	**$353,640**

Route 50 Turn Lane/Signal Improvements

1	Concrete Curb & Gutter TyB 6.24	ln ft	620	$	32.00	$ 19,840
2	Aggregate Sub Base Course - 12"	sq yd	1450	$	14.00	$ 20,300
3	Hot Mix Asphalt Base Course - 9"	ton	730	$	70.00	$ 51,100
4	Hot Mix Asphalt Binder Course - 2..25"	ton	180	$	130.00	$ 23,400
5	Hot Mix Asphalt Surface Course - 1.5"	ton	120	$	145.00	$ 17,400
6	Storm Sewer Ty 1 - 15"	ln ft	120	$	30.00	$ 3,600
7	End Sections	each	3	$	600.00	$ 1,800
8	PCC Sidewalk - 5" wide	sq ft	9250	$	3.50	$ 32,375
9	Existing Curb Removal	ln ft	560	$	5.00	$ 2,800
10	Traffic Signalization	l sum	1	$	125,000.00	$125,000
					Sub Total	**$ 297,615**

Earth Excavation

1	Topsoil Strip - Entire Site	cu yd	20000	$	3.00	$60,000
2	Clay Fill - Out Lots	cu yd	17000	$	3.50	$59,500
3	6" Topsoil Respread - Out Lots/Detention Ponds	cu yd	9300	$	3.00	$27,900
4	Seeding	acre	11	$	3,500.00	$38,500
					Sub Total	**$185,900**

Miscellaneous

1	Offsite Surface Restoration	ln ft	1900	$	4.00	$7,600
2	Silt Fence	ln ft	2400	$	2.75	$6,600
3	Erosion Control (Coil Rolls,Construction Entrance, etc)	l sum	1	$	3,500.00	$3,500
					Sub Total	**$17,700**

Estimated Cost	***$1,188,190***
10% Unforseen & Contingencies	$120,000
Engineering Design/Construction	$130,000
TOTAL ESTIMATED COST	***$1,438,190***

Note:
This preliminary engineer's opinion of cost is based on a sketch or concept level plan.
The values listed should be considered very preliminary and should not be used to make financial decisions.
A more accurate opinion of cost may be tabulated when final plans are completed and approved.
Actual costs will not be known until a bid or proposal is received from a qualified contractor.

EXHIBIT E
(TIF NOTE FORM)

REGISTERED
NO.

REGISTERED
$_____
Maximum Aggregate Principal Amount

UNITED STATES OF AMERICA
STATE OF ILLINOIS
THE COUNTY OF KANKAKEE
VILLAGE OF BRADLEY

TAX INCREMENT REDEVELOPMENT REVENUE NOTE
[STATE ROUTE 50 REDEVELOPMENT PROJECT AREA/OAK PARK HOLDINGS, LLC]

SERIES 20__

INVESTMENT IN THIS NOTE IS SPECULATIVE AND INVOLVES A VERY HIGH DEGREE OF RISK. THIS NOTE MAY BE TRANSFERRED ONLY AS A WHOLE AND NOT IN PART. THIS NOTE INCLUDES THE ATTACHED "SCHEDULE OF ADVANCES AND PAYMENTS/PREPAYMENTS (the "Payment Schedule", which may or may not be current and inquiry is required). THE HOLDER OF THIS NOTE AND ANY PROSPECTIVE TRANSFEREE MUST CONTACT THE PAYING AGENT FOR THIS NOTE TO CONFIRM PAYMENT STATUS. THE PAYMENT SCHEDULE MAY NOT REFLECT CURRENT PAYMENT STATUS. THIS NOTE IS SUBJECT TO A CONDITION HEREIN THAT ANY INSUFFICIENT COVERAGE OF INCREMENTAL TAXES IS NOT A DEFAULT OR AN EVENT OF DEFAULT BY THE MUNICIPALITY.

Interest Rate: **Maturity Date:** **Dated Date:**

Variable - See Schedule of Advances

Registered Owner:

Maximum Aggregate Principal Amount: _____ and No/100 Dollars ($_____)

KNOW ALL BY THESE PRESENTS, that the Village of Bradley, Kankakee County, Illinois (the **"Municipality"**), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, up to the Maximum Aggregate Principal Amount identified above (to the extent drawn as shown on the attached Schedule of Advances and outstanding and unpaid) and to pay interest (subject to limitations and restrictions hereinafter stated) on the outstanding principal balance (as shown on the attached Schedule of Advances) of such Maximum Aggregate Principal Amount (the **"Principal Amount"**) from the first advance shown on the Schedule of Advances and from the date or dates of each subsequent advance as

shown on such Schedule of Advances (or from the most recent interest payment date to which interest has been paid, as the case may be) at the Interest Rate per annum set forth above, commencing December 15, 2016 and on each December 15th thereafter until such Principal Amount is paid, except as the provisions hereinafter set forth with respect to prepayment and the application of Incremental Taxes (defined below), pursuant to the Redevelopment Agreement dated as of _____, 2014 (with respect to which undefined terms herein shall have the meanings therein, the **"Redevelopment Agreement"**) by and between the Municipality and Oak Park Holdings, LLC (the **"Developer"**), are and become applicable hereto. All principal and interest payments, if any, shall be made on December 15th of each year, commencing on or after December 15, 2016 (with no assurances of sufficient funds therefor, each such December 15 a **"Payment Date"**), as provided in the Redevelopment Agreement, and solely and only from the special and limited qualifying Incremental Taxes (subject to prior claims and liens and herein provided and defined) under the Redevelopment Agreement, and not otherwise. Incremental Taxes shall be applied first to all accrued and unpaid interest and then to principal. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft of the Municipality upon the Development Account. The transmittal of such a check or draft shall specify the principal component (in integral multiples of $0.01) and interest component of such a payment, with payments to be credited first to accrued interest and any balance to principal. Such payment of principal and interest shall be made to the Registered Owner hereof on the registration books of the Municipality, maintained by the Village Treasurer, Bradley, Illinois as registrar (**"Registrar"**, and who also shall be the paying agent, the **"Paying Agent"**), at the close of business on the fifth (5th) day of the calendar month of the applicable Payment Date and shall be paid by check or draft of the Municipality mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar. The Registrar shall not authenticate this Note until the Registered Owner and/or any pledgee, as the case may be, shall sign the Acceptance below.

THE FAILURE TO PAY THE PRINCIPAL OF AND INTEREST ON THIS NOTE WHEN DUE SOLELY BECAUSE OF AN INSUFFICIENCY OF INCREMENTAL TAXES SHALL NOT BE AN EVENT OF DEFAULT HEREUNDER OR UNDER THE REDEVELOPMENT AGREEMENT, A CONDITION AND RISK TO WHICH THE REGISTERED OWNER OR OTHER HOLDER HEREOF BY THE ACCEPTANCE OF THIS NOTE IRREVOCABLY ASSENTS.

This Note is an obligation issued pursuant to the Tax Increment Allocation Redevelopment Act (Section 5/11-74.4-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes, the **"TIF Act"**), and under the Redevelopment Agreement the principal of and interest on this Note are payable, if at all, and not otherwise, solely and only from the special and limited qualifying Incremental Taxes in connection with the Development Property (constituting in the aggregate, a part of the Redevelopment Project Area established under the TIF Act), and as provided in and subject to the limitations provided in the Redevelopment Agreement pursuant to which the Municipality is issuing this Note. In connection with this Note, the term **"Incremental Taxes"**, means, as applicable to each Phase of Private Development, for the period commencing on the full execution of this Agreement and ending on the earlier of, as applicable: **(i)** the July 10, 2029, final term of the Redevelopment Project; or **(ii)** the 20-year

term applicable to **"obligations"** under Section 11-74.4-7 of the TIF Act; or **(iii)** the termination of this Agreement, and/or the rights in whole or in part of the Developer, and any authorized assignee of the Developer, according to the terms of this Agreement, net of all amounts constituting payments required by applicable law otherwise to be made, presently, for example, under Section 11-74.4-3(n) 7.5 and -3(n)7.7 of the TIF Act, and all amounts required by applicable law to be declared Surplus, and subject to **(i)** payments under the Intergovernmental Agreement, **(ii)** payments under the 2007 Indenture, including 3ithout limitation with respect to the 2007 Bonds and any **"additional Bonds"** under the 2007 Indenture, and **(iii)** payments under the 2007 Redevelopment Agreement, including without limitation with respect to the 2007 Note and the 2007 Development Property, eighty percent **(80%)** of all remaining amounts constituting ad valorem taxes, if any, arising from the levies upon taxable real property solely and only in the Development Property by taxing districts and tax rates determined in the manner provided in paragraph (c) of Section 11-74.4-9 of the TIF Act attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Development Property over and above the initial equalized assessed value of such property in the Development Property shall be allocated to and when collected shall be paid to the Municipality's Treasurer who shall credit such taxes to the **"Special Tax Allocation Fund"** to be deposited into or credited to the Development Account of the Special Tax Allocation Fund in accordance with the Redevelopment Agreement, as provided in **Paragraph 5.2** of the Redevelopment Agreement, with any Surplus to be deposited into a **"Surplus Subaccount"** of the Municipality Account, derived from the Development Property completed and opened as set forth in **Paragraphs 2.1 and 2.3** of the Redevelopment Agreement under Section 11-74.4-8 of the TIF Act, and not otherwise, a risk which the Registered Owner and, as applicable, assignee or pledgee acknowledge and assent, as specified in the Redevelopment Agreement, derived solely and only from the Development Property, and not otherwise. This Note is being issued for the purpose of financing certain qualifying redevelopment project costs as set forth as **"Qualified Project Costs"** in the Redevelopment Agreement and the TIF Act. The Registered Owner by the acceptance of this Note assents to all the provisions of this Note and the Redevelopment Agreement and the applicable qualifications related to the receipts of Incremental Taxes and the Redevelopment Agreement, including without limitation **Paragraphs 2.1, 2.3, 7.2 and 7.17**. This Note, together with the interest hereon, is the special, limited obligation of the Issuer, payable solely from special and limited qualifying Incremental Taxes available therefor, and not otherwise. For the payment of this Note, both principal and interest, as aforesaid, if at all, on the due dates thereof, such Incremental Taxes specified herein and in the Redevelopment Agreement are hereby pledged.

[Insert and adapt as applicable: This Note is designated as a **"qualified tax-exempt obligation"**.]

THIS NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THIS NOTE SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE GENERAL TAXING POWER OF THE MUNICIPALITY, THE STATE OF ILLINOIS OR ANY OTHER POLITICAL SUBDIVISION THEREOF, FOR PAYMENT OF PRINCIPAL HEREOF OR INTEREST HEREON.

Under the TIF Act and the Redevelopment Agreement, qualifying Incremental Taxes shall be deposited in or credited to the Oak Park Holdings, LLC Development Account of the Municipality's Special Tax Allocation Fund (the **"TIF Fund"**) for the Redevelopment Project Area. Moneys on deposit in such Development Account of the TIF Fund shall be applied to the payment of debt service on this Note as provided by the terms of the Redevelopment Agreement.

The holder of this Note, including as a pledgee, transferee, assignee, etc., as the case may be, as authorized pursuant to the Redevelopment Agreement, hereby represents, warrants and certifies, as follows:

IN THE EVENT BONDS (AS DEFINED IN THE REDEVELOPMENT AGREEMENT) ARE ISSUED TO PREPAY AND REFUND THIS NOTE IN PART, THE REMAINING BALANCE OF THIS NOTE AFTER SUCH PREPAYMENT OR REFUNDING SHALL BE SECOND, JUNIOR, AND SUBORDINATE TO SUCH BONDS.

(1) No sale or transfer by the holder of this Note will result in a violation of the Securities Act of 1933, the Securities Exchange Act of 1934, any rules or regulations promulgated under either act, or the applicable securities laws of any other authority having jurisdiction in connection therewith. This Note has not been registered under any federal or state securities act, law or regulation.

(2) The holder is aware that this Note is a special and limited obligation and does not represent a general obligation of the Village of Bradley, the State of Illinois or of any political subdivision thereof but is payable solely from qualifying Incremental Taxes derived under and in respect of and subject to the limitations of the Redevelopment Agreement pursuant to which this Note is issued. Undefined terms herein shall have the meanings given them in the Redevelopment Agreement. Neither the Municipality nor any other person, except the Developer, has made any representations concerning the realization of Incremental Revenues. The initial holder of this Note made or arranged all computations, forecasts and projections as to the receipt of and risks related to the availability of Incremental Taxes, and assumes all risks related to the qualifications on the receipts of Incremental Taxes. The Municipality makes no representation that any Incremental Taxes will be available to pay this Note, as to principal and interest.

(3) The holder has, through its attorneys, agents and employees, investigated the public and private facilities and real property constituting the Development Project, the phasing thereof, as applicable, and the Developer performance required to receive Incremental Taxes and the parts of the Redevelopment Activities to be financed with the proceeds of this Note and the allowable Qualified Project Costs. The holder acknowledges that it has through its counsel, advisors and consultants participated in the drafting of the underlying documents in connection with this transaction, and has investigated the TIF Act, the Redevelopment Plan, the Redevelopment Agreement, the Redevelopment Project and the Municipality, and all requested information relating thereto as well as such other information as it deems necessary or appropriate as prudent and knowledgeable investor in evaluating this investment. The holder acknowledges that the Municipality has made available to such holder and the holder's

representatives the opportunity to obtain additional information and the opportunity to ask questions of and receive satisfactory answers concerning it and the Redevelopment Plan, the Redevelopment Project, the Redevelopment Agreement and the nature and source of Available Revenues. Reaching the conclusion that the holder desires to acquire this Note (or to accept it as collateral) it has carefully evaluated all risks associated with this investment and acknowledges that it is able to bear the economic risks of this investment. The holder is, by reason of its knowledge and experience in financial and business matters in general and real estate transactions in particular, capable of evaluating the merits and risks of the investment in this Note (or accepting it as collateral).

(4) The holder has reviewed and approved all documents in connection with this transaction, including the Redevelopment Plan, the Redevelopment Agreement, the eligibility of Qualified Project Costs to be financed with proceeds of this Note and all other related documents, certificates and opinions.

(5) The Municipality has made no representation or warranty concerning the forecasts and projections of TIF Revenues or Incremental Taxes, nor has it represented or warranted as to the correctness of any statements or representations made or materials furnished by or on behalf of any TIF, planning or other consultant related to the Redevelopment Plan, the Redevelopment Project, or the Development Project or any other person in connection with this investment.

(6) The holder has received all information which it has requested with respect to the Redevelopment Plan and the Redevelopment Project, the TIF Revenues and Incremental Taxes and the Redevelopment Agreement necessary in order to purchase this Note or accept it as collateral, and all other information relating thereto which it has requested has been furnished to it.

(7) The holder hereby covenants and agrees to make available to any prospective purchaser or purchasers of this Note from it such information as is necessary or appropriate in the opinion of counsel to enable such prospective purchaser or purchasers to make an informed investment decision with respect hereto, and in general to conduct any resale of this Note by the holder to others as if the requirements of Regulation D under the Securities Act of 1933, as amended, were applicable thereto.

(8) The initial holder has accepted this Note and all other documents in connection with the purchase of this Note as an inducement to the Municipality to issue this Note.

(9) Each and every provision of this Note shall be binding upon the holder and its successors and assigns, including any pledgee.

(10) This Note is transferable by the registered owner hereof, and not otherwise in person or by such owner's attorney duly authorized in writing at the principal office of the Registrar in Bradley, Illinois, but only in the manner, subject to the limitations and upon payment of any charges imposed by law, and upon surrender and cancellation of this Note. Upon such

transfer a new Note with the same terms will be issued to the transferee in exchange therefor. The Note is to be issued in Maximum Aggregate Principal Amount not to exceed the dollar amount specified on the first page hereof in fully registered form in the denomination of $0.01 or authorized integral multiples thereof.

(11) Notwithstanding any other provision of this Note or the Redevelopment Agreement to the contrary, expressly or by inference or implication, certain limiting and restricting provisions of this Note are as follows:

(a) The Municipality and the Registrar may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Municipality nor the Registrar shall be affected by any notice to the contrary.

(b) This Note is subject to mandatory prepayment on December 30 of each year, in any integral multiple of $0.01, without premium, to the extent of Available Revenues on deposit in a debt service subaccount of the Development Account of the TIF Fund, if at all, and not otherwise.

ANY FAILURE TO PAY PRINCIPAL OR INTEREST WHEN DUE SOLELY BY REASON OF INSUFFICIENCY OF INCREMENTAL TAXES IN THE TIF FUND SHALL NOT CONSTITUTE AN EVENT OF DEFAULT IN CONNECTION WITH THIS NOTE.

(c) At any time this Note shall also be subject to prepayment at the option of the Municipality in whole or in part, from any available funds therefor, in any integral multiple of $0.01, with not less than 10 days notice by the Municipality to the registered owner hereof plus accrued interest on such principal amount being so redeemed to the date fixed for prepayment. Written notice of prepayment in whole or in part of this Note shall be given by the Municipality to the registered owner or owners hereof by first class mail to the address shown on the registration books of the Municipality maintained by the Registrar or at such other address as is furnished in writing by the registered owner to the Registrar. The date of the mailing of such notice shall be not less than thirty (30) days prior to such prepayment date, and when this Note or any portion thereof shall have been called for prepayment and payment made or provided for by setting aside funds in a segregated account therefor, interest hereon shall cease from and after the date so specified.

(12) The rights and obligations of the Municipality and of the Registered Owner or holder of this Note may be modified or amended only with the consent of the Municipality and of the Registered Owner of this Note.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, and the Municipality hereby covenants and agrees that it has made provision for the segregation of the

Incremental Taxes under the Redevelopment Agreement and that it will properly account for Incremental Taxes and will comply with all the covenants of and maintain the funds, accounts and subaccounts as provided by the Indenture.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar and the acceptance shall have been signed by the Registered Owner and/or pledgee or assigns, as the case may be.

IN WITNESS WHEREOF, the Village of Bradley, Kankakee County, Illinois, by its President and Board of Trustees, has caused this Note to be signed by the manual signatures of the its Village President and Village Clerk, and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, and authenticated by its Village Treasurer, all as appearing hereon and as of the Dated Date identified above.

(SEAL) **VILLAGE OF BRADLEY, ILLINOIS**

Attest:

_____ By: _____

Village Clerk Village President

Registrar/Paying Agent:
Village Treasurer
Village of Bradley
147 South Michigan Avenue
Bradley, Illinois 60915-2243
Tel: (815) 932-2125 / Fax: 933-9496

CERTIFICATION OF AUTHENTICATION

Date of Authentication: _____, 20__

This Note is the "Tax Increment Redevelopment Revenue Note [State Route 50 Redevelopment Project Area/Oak Park Holdings, LLC] Series 20__ described in the within mentioned Redevelopment Agreement by and between the Village of Bradley, Kankakee County, Illinois and Oak Park Holdings, LLC, Chicago, Illinois, as the Developer.

_____
Village Treasurer, as Registrar

ACCEPTANCE

The Registered Owner of this Note hereby accepts each term and provision of this Note and the Redevelopment Agreement, and all qualifications on the right to have Incremental Taxes applied to debt service, if at all, and assents to each such term and provision hereof and thereof, and assumes all attendant risks in that connection, including but not limited to changes in market value of the Private Development and failures or delays with respect to payment of, and law changes related to, general property taxes affecting the Private Development, general economic conditions (e.g. mortgage crisis, etc.,). The Registered Owner of this Note will not make any transfer, assignment, pledge or other disposition of this Note other than in full compliance with applicable Federal and state securities laws.

Dated: _____, 20___

"Developer":

_____ **as Registered Owner**

By: _____
_____

Tax ID.:

By: _____
_____

ACCEPTANCE / TRANSFEREE / ASSIGNEE / PLEDGEE

The undersigned transferee, assignee or pledgee of this Note hereby accepts each term and provision of this Note and the Redevelopment Agreement, and all qualifications on the right to have Incremental Taxes applied to debt service, if at all, and assents to each such term and provision hereof and thereof, and assumes all attendant risks in that connection, including but not limited to changes in market value of the Private Development and failures or delays with respect to payment of, and law changes related to, general property taxes affecting the Private Development, general economic conditions (e.g. mortgage crisis, etc.,). The Registered Owner of this Note will not make any transfer, assignment, pledge or other disposition of this Note other than in full compliance with applicable Federal and state securities laws.

Dated: _____

TRANSFEREE / ASSIGNEE / PLEDGEE

By:_____
Transferee/Assignee/Pledgee: Authorized Signature

Tax I.D.:_____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

_____
(Name, Address and F.E.I.N. or Social Security Number of Assignee)

the within Note and does not hereby irrevocable constitute and appoint _____
_____ attorney to transfer the within Note on the books kept for registration thereof with full power of substitution in the premises. The transferee is hereby advised that this Assignment shall not be complete unless and until an Acceptance in the form above is signed by the Transferee.

Dated: _____

_____
Signature

Signature guaranteed:

_____ _____
(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.1 Ad-15))

VILLAGE OF BRADLEY, ILLINOIS
TAX INCREMENT REDEVELOPMENT REVENUE NOTE
[STATE ROUTE 50 REDEVELOPMENT PROJECT AREA/FAR OAKS HOLDINGS, LLC]
SERIES 20__

SCHEDULE OF ADVANCES AND PAYMENTS/PREPAYMENTS

This Note is valid to the amount set forth below, the aggregate of such amounts outstanding and unpaid from time to time not to exceed the Maximum Principal Aggregate Amount (subject to reduction for any installment payments as provided in the Note).

Date	Advanced/Drawn ($)	Amount Paid/Prepaid ($)	Aggregate Note Balance ($)	Aggregate Principal Signature of Registrar/Paying Agent

EXHIBIT F

TIF REQUEST AND REVENUE FORECAST (INITIAL IRR ANALYSIS)

Kane, McKenna
and Associates, Inc.

150 North Wacker Drive
Suite 1600
Chicago, Illinois 60606

T: 312.444.1702
F: 312.444.9052

EXECUTIVE SUMMARY

OAK PARK HOLDINGS, LLC/MIDWEST PROPERTY GROUP, LTD.
TIF REQUEST AND REVENUE FORECAST

VILLAGE OF BRADLEY, ILLINOIS – ROUTE 50/ST. GEORGE RD. DEVELOPMENT

June 18, 2014

I. Introduction

Oak Park Holdings, LLC/Midwest Property Group, Ltd. (the "Developer") has proposed to develop certain property located in the TIF District (as such term is hereinafter defined)(the "Development Site") which development would principally consist of the acquisition of land and construction of certain infrastructure improvements for four (4) individual lots (the "TIF Development"). The Developer proposes to enter into a ground lease of a portion of the Development Site (the "Aldi's Lot") to provide for the construction of an approximately 13,000 square foot Aldi's grocery store (the "Aldi's Store") and expects to sell the remaining three developable parcels of land for other retail uses (the "Remaining Lots") as described in information provided by the Developer and attached hereto as Exhibit A (the "Development Information")

The Village of Bradley, Illinois (the "Village") has designated the Development Site in 2006 as part of a "redevelopment project area" (the "TIF District") as defined in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, as amended (the "TIF Act") pursuant to the State Route 50 Redevelopment Plan and Project (the "TIF Plan") thereby allowing the Village to use the property tax increment generated thereby to pay for certain eligible redevelopment costs (the "Incremental Property Taxes").

The Developer is requesting that the Village provide assistance for the TIF Development with respect to the costs identified in the Development Information (see the Very Preliminary Engineers Opinion of Cost in Exhibit A) and that Incremental Property Taxes generated by the TIF Development and the improvements constructed on the remaining lots (the "Retail Development") be used to provide such assistance (the "TIF Assistance").

The analyses herein provide a preliminary projection of the (i) Incremental Property Taxes that would be generated by the TIF Development and the Retail Development and (ii) returns that would be achieved by the Developer based on the proposed amount of TIF Assistance requested by the Developer.

Kane, McKenna
and Associates, Inc.

150 North Wacker Drive
Suite 1600
Chicago, Illinois 60606

T: 312.444.1702
F: 312.444.9052

II. TIF Development

A) Project Cost Analysis; Sources and Uses

Based on the Development Information, Exhibit B includes the projected Sources and Uses of Funds for the TIF Development.

B) Sources of Financing

The Developer intends to obtain a construction loan in the amount of $2,900,000 with a term of two years and at an interest rate of the greater of 5% or 400 basis points over the 30 day LIBOR rate. The proceeds of the Loan are expected to be used for the hard and soft costs and for a portion of the owners investment in the land.

C) Annual Cash Flow

The Developer intends to lease the Aldi's Lot pursuant to a ground lease (the "Aldi Ground Lease") to provide for the construction of the Aldi's and to sell the Remaining Lots to other potential developers/users for retail/restaurant uses.

The Developer intends to lease the Aldi's Lot for $115,000 (triple net) for 20 years. The following Table 1 provides the projected sales prices and sales dates for the Remaining Lots:

Table 1

Remaining Lot	Projected Sale Price	Projected Sale Date
#2	$450,000	July, 2016
#3	650,000	July, 2016
#4	850,000	July, 2015

The proceeds of the sale of the Remaining Lots are anticipated to be used to reduce the construction loan amount.

III. TIF Assistance Request

The Developer has requested TIF Assistance in the amount of $1,100,000 that would be used to achieve a maximum yield of 15% on the development cost of the TIF Development based on a total development budget of $4,065,000.

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A) Developer TIF Assistance Request

Amount: $1,100,000

Structure: "Pay as you go" developer note – to be secured by 85% of TIF increment generated by the TIF Development only after the provision for the payment of debt service on the Village of Bradley, Illinois Tax Increment Revenue Bonds, Series 2007 (Bradley Commons Project).

Interest Rate: 6.5% (tax exempt interest rate)

B) Projected Incremental Taxes

The equalized assessed value of the Development Site used to determine the initial equalized assessed value for the TIF District is $74,067 (the "Base EAV"). The estimated market value for the proposed TIF Development and Retail Development is based on the assumption that the Bourbonnais Township Assessor will assign an initial market value upon the completion of each component of the TIF Development and the Retail Development that would be approximately 120% of the market value of comparable properties assessed by the Bourbonnais Township Assessor (see Exhibit C). Furthermore, the analysis herein also assumes that the 2013 state equalization factor (1.000) and the 2013 tax rate (7.8653) are applicable to all calculations of property taxes. The analysis of Incremental Property Taxes herein also assumes a 5.0% annual growth rate. The following Table 2 provides the projected Sale Date, the Occupancy Date and the initial fair market value used for assessment purposes for the TIF Development.

Table 2

Lot	Sale Date	Occupancy Date	Initial Fair Market Value
Aldi's	N/A	July, 2015	$1,425,000
#2	July, 2016	July, 2017	1,200,000
#3	July, 2016	July, 2017	1,200,000
#4	July, 2015	July, 2016	1,200,000

The Market Value Assumptions described above are based solely on of comparable retail development located near the TIF Development and identified by the Developer as comparable properties.

The TIF District will expire in 2029 which would include a final collection of Incremental Property Taxes in 2030 (the "TIF Term"). Exhibit D is a preliminary analysis of the projected amount of Incremental Property Taxes that would be generated by the TIF Development and the Retail Development during the TIF Term.

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C) Preliminary Return Analysis

Based upon the revenue assumptions provided by the Developer in the Developer Information, the following are the unleveraged return based on project costs:

Return on Project Costs (unleveraged) without TIF (Exhibit E)	(7.05%)
Return on Project Costs (unleveraged with TIF note of $1,100,000) (Exhibit F)	10.50%

The returns are based upon the Developer's assumptions described above, the projected ground lease rents and the sales prices of the Remaining Lots identified in the Developer Information, and a 8.5% capitalization rate which assumes a sale of the TIF Development in the tenth year.

The Developer is requesting that any limitations to the above described return on costs be not less than 15%.

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EXHIBIT A

Developer Information

Bradley Lots
Route 50/St George Road- SWC
Bradley, Illinois

Land	
11.4 acres @ $4.00 psf	$1,915,000.00
Taxes	$25,000.00
Land Carry (@ 5% a year)	$60,000.00
	$2,000,000.00
Hard Costs	
Site Improvement Cost (see exhibit "A")	$1,200,000.00
10% Contingency	$120,000.00
	$1,320,000.00
Soft Costs	
Engineering Design	$130,000.00
Consultant Engineer	$30,000.00
Brokerage Fees	$200,000.00
Legal	$30,000.00
Loan Fee	$20,000.00
Survey/Soil/Environmental	$20,000.00
Developer Fee	$150,000.00
Developer Overhead	$100,000.00
Construction Carry ($2,900,000 @ .05, 50%, 50%)	$40,000.00
Misc. Contingency	$25,000.00
	$745,000.00
Total Project Cost	**$4,065,000.00**

Schedule B

Bradley Lots
Route 50/St George Road- SWC
Bradley, Illinois

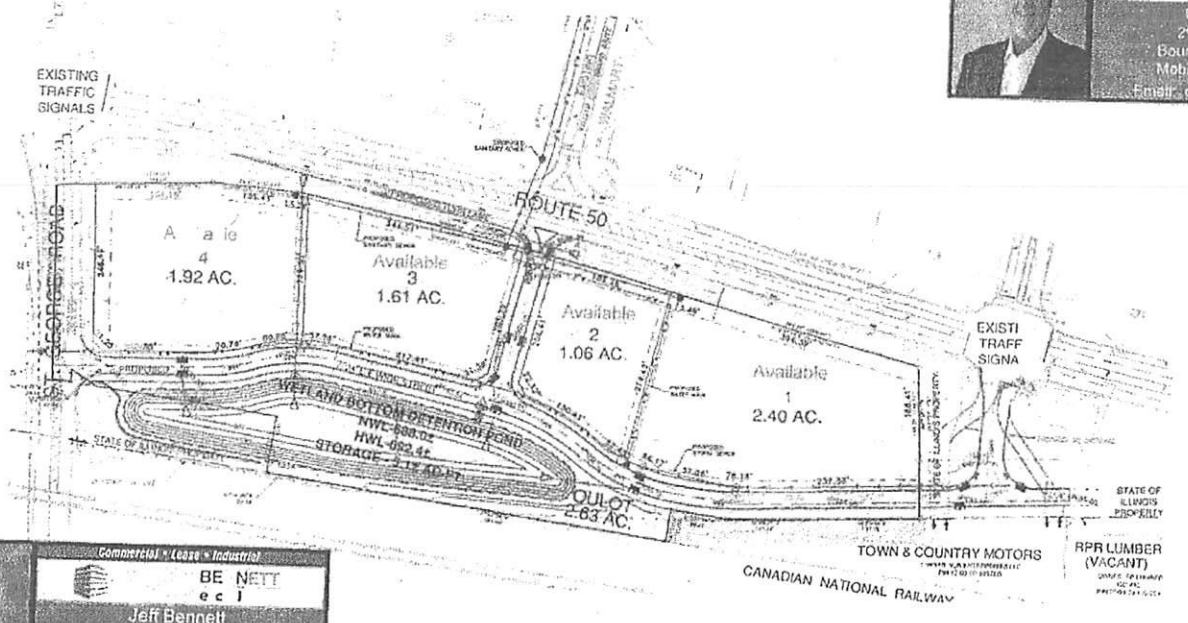
Loan Request	$2,900,000.00
Source of Repayment	
* Aldi ground lease	
20 years starts @ $115,000 per year triple net	
Permanent Loan @ $1,500,000	$1,500,000.00
* Sale of lot 4	$850,000.00
* Sale of lot 3	$650,000.00
* Sale of lot 2	$450,000.00
	$3,450,000.00

McCOLLY BENNETT
Commercial

Ground Lease or Build to Suit Options Available

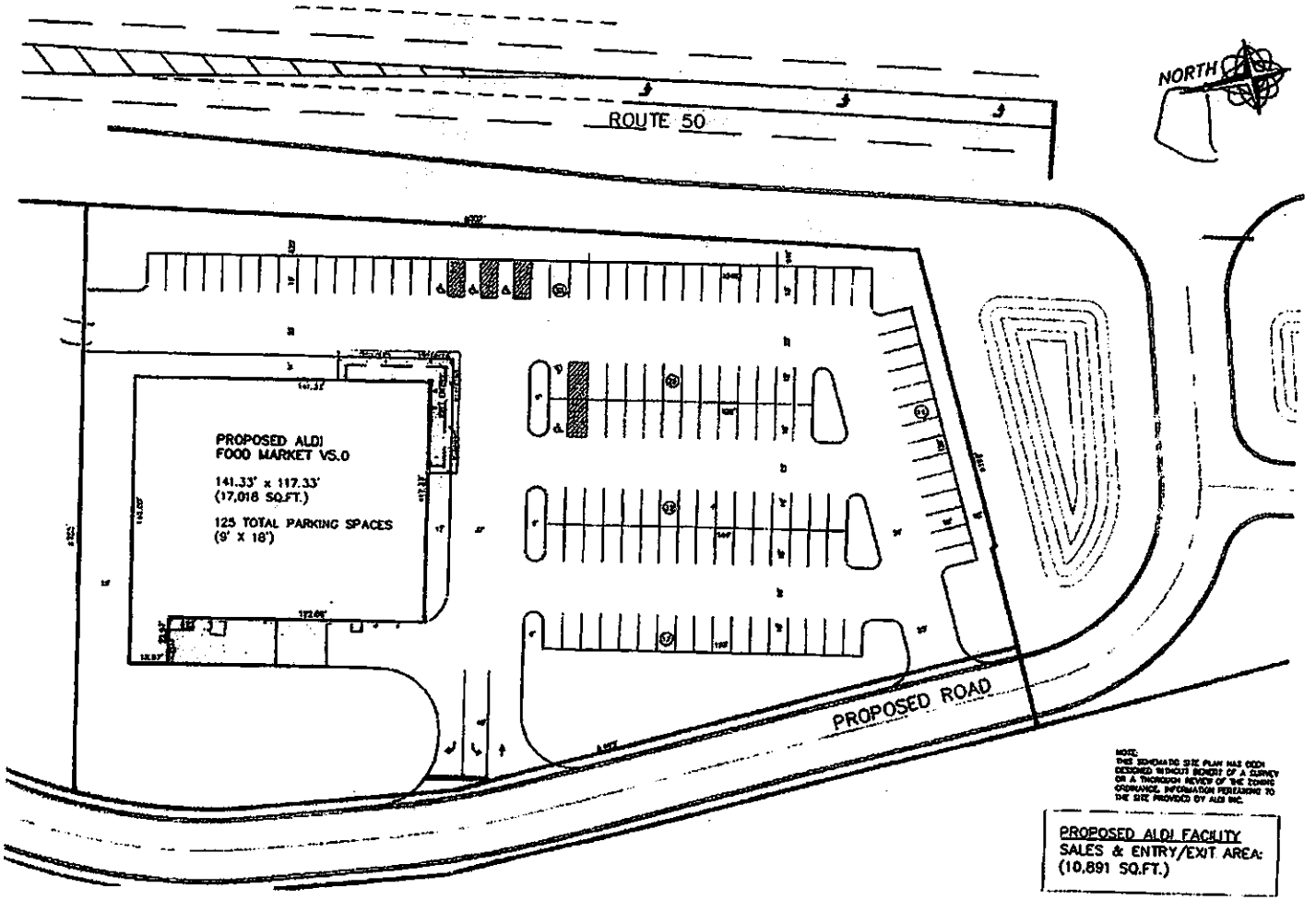
Corner of Route 50 & St. George Road / Stadium Dr.

Commercial • Lease • Industrial
McC Y ENNETT
m cial
Greg Leutloff
29 Heritage Drive
Bourbonnais, IL 60914
Mobile: (815)59[illegible]
Email: gleutloff@mccolly.com



Commercial • Lease • Industrial
BE NETT
e c l
Jeff Bennett
29 Heritage Drive
Bourbonnais, IL 60914
Mobile: (815)922-8505
Email: jbennett@mccolly.com


McCOLLY BENNETT
Commercial
Ground Lease or Build to Suit Options Available
rue21
ROUTE 60
1.61 AC
1.06 AC
2.10 AC



WEAVER BOOS CONSULTANTS
09/04/13

SCHEMATIC SITE PLAN
SCALE: 1" = 60'-0"

ALDI INC.
BRADLEY, IL

Midwest Property Group

Southwest Corner Illinois Route 50 & St. George Road

Bradley , IL

Very Preliminary Engineers Opinion of Cost

M. GINGERICH, GERGAUX & ASSOCIATES

NO.	ITEM	UNIT	QUANTITY	UNIT COST	COST
Sanitary Sewer					
1	10" PVC Sanitary Sewer, SDR #35	ln ft	1300	$ 48.00	$ 62,400
2	Manhole, Ty. A 4' Dia. w/ 1050 Fr & Ty. A Lid	each	4	$ 3,000.00	$ 12,000
3	6" PCV SDR #35 Sanitary Service	each	4	$ 300.00	$ 1,200
4	20" Bored & Jacked Casing Pipe under IL Rt 50	ln ft	175	$ 350.00	$ 61,250
5	Trench Backfill	cu yd	220	$ 26.00	$ 5,720
				Sub Total	**$142,570**
Water Main					
1	12" D.I. Water Main, CL52 W/ Polywrap & Valves, Bends	ln ft	2070	$ 46.00	$ 95,220
2	Fire Hydrants (5 1/4") w/ Tee, G.V. & Box Complete	each	6	$ 2,800.00	$ 16,800
3	20" Bored & Jacked Casing Pipe under St George Road	ln ft	100	$ 275.00	$ 27,500
4	20" Bored & Jacked Casing Pipe under IL Rt 50	ln ft	175	$ 275.00	$ 48,125
5	Trench Backfill	cu yd	120	$ 26.00	$ 3,120
				Sub Total	**$190,765**
Street & Storm Sewer					
1	Concrete Curb & Gutter Ty B6.12	ln ft	3980	$ 14.00	$ 55,720
2	Aggregate Base Course - 10"	sq yd	6300	$ 12.00	$ 75,600
3	Geotextile Subgrade Fabric	sq yd	6300	$ 2.00	$ 12,600
4	Hot Mix Asphalt Binder Course - 1.5"	ton	530	$ 90.00	$ 47,700
5	Hot Mix Asphalt Surface Course - 1.5"	ton	530	$ 100.00	$ 53,000
6	Storm Sewer Ty 1 - 12"	ln ft	190	$ 28.00	$ 5,320
7	Storm Sewer Ty 1 - 15"	ln ft	170	$ 30.00	$ 5,100
8	Storm Sewer Ty 1 - 18"	ln ft	300	$ 34.00	$ 10,200
9	Storm Sewer Ty 1 - 24"	ln ft	900	$ 40.00	$ 36,000
10	Storm Sewer Ty 1 - 30"	ln ft	100	$ 48.00	$ 4,800
11	Storm Sewer Ty 1 - 36"	ln ft	80	$ 60.00	$ 4,800
12	Storm Sewer Inlet	each	14	$ 950.00	$ 13,300
13	Storm Sewer Manhole	each	13	$ 1,600.00	$ 20,800
14	End Sections	each	6	$ 800.00	$ 4,800
15	Trench Backfill	cu yd	150	$ 26.00	$ 3,900
				Sub Total	**$353,640**

Route 50 Turn Lane/Signal Improvements

1	Concrete Curb & Gutter TyB 6.24	ln ft	620	$	32.00	$ 19,840
2	Aggregate Sub Base Course - 12"	sq yd	1450	$	14.00	$ 20,300
3	Hot Mix Asphalt Base Course - 9"	ton	730	$	70.00	$ 51,100
4	Hot Mix Asphalt Binder Course - 2..25"	ton	180	$	130.00	$ 23,400
5	Hot Mix Asphalt Surface Course - 1.5"	ton	120	$	145.00	$ 17,400
6	Storm Sewer Ty 1 - 15"	ln ft	120	$	30.00	$ 3,600
7	End Sections	each	3	$	600.00	$ 1,800
8	PCC Sidewalk - 5" wide	sq ft	9250	$	3.50	$ 32,375
9	Existing Curb Removal	ln ft	560	$	5.00	$ 2,800
10	Traffic Signalization	l sum	1	$	125,000.00	$125,000
					Sub Total	**$ 297,615**

Earth Excavation

1	Topsoil Strip - Entire Site	cu yd	20000	$	3.00	$60,000
2	Clay Fill - Out Lots	cu yd	17000	$	3.50	$59,500
3	6" Topsoil Respread - Out Lots/Detention Ponds	cu yd	9300	$	3.00	$27,900
4	Seeding	acre	11	$	3,500.00	$38,500
					Sub Total	**$185,900**

Miscellaneous

1	Offsite Surface Restoration	ln ft	1900	$	4.00	$7,600
2	Silt Fence	ln ft	2400	$	2.75	$6,600
3	Erosion Control (Coil Rolls,Construction Entrance, etc)	l sum	1	$	3,500.00	$3,500
					Sub Total	**$17,700**

Estimated Cost	***$1,188,190***
10% Unforseen & Contingencies	$120,000
Engineering Design/Construction	$130,000
TOTAL ESTIMATED COST	***$1,438,190***

Note:
This preliminary engineer's opinion of cost is based on a sketch or concept level plan.
The values listed should be considered very preliminary and should not be used to make financial decisions.
A more accurate opinion of cost may be tabulated when final plans are completed and approved.
Actual costs will not be known until a bid or proposal is received from a qualified contractor.

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EXHIBIT B

Sources and Uses

PRELIMINARY - FOR DISCUSSION PURPOSES ONLY

Midwest Property/Aldi Dev.
Sources and Uses

Uses of Funds		
Land		
11.4 acres @$4.00 sq.ft.	$1,915,000	
Taxes	25,000	
Land Carry (@5%/year)	60,000	
Total Land		$2,000,000
Hard Costs		
Site Improvement Costs	1,200,000	
Contingency (10%)	120,000	
Total Hard Costs		1,320,000
Soft Costs		
Engineering Design	130,000	
Consultant Engineer	30,000	
Brokerage Fees	200,000	
Legal	30,000	
Loan Fee	20,000	
Survey/Soil/Environmental	20,000	
Developer Fee	150,000	
Developer Overhead	100,000	
Construction Carry ($2,900,000 @.05, 50%, 50%)	40,000	
Misc. Contingency	25,000	
Total Soft Costs		745,000
Total Uses of Funds		$4,065,000
Sources of Funds(1)		
Equity	$ 615,000	
Permanent Loan(1)	1,500,000	
Land Sales(1)	1,950,000	
Total Sources of Funds		$4,065,000

Notes:

(1)Developer intends to use proceeds from Land Sales and Permanent Loan to repay Construction Loan of $2,900,000

IRR Analysis (Return on Equity) 06.10.14.xlsx

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EXHIBIT C

Comparable Property Analysis

Village of Bradley, Illinois
Comparable Assessed Value Analysis

Property	2012 Assessed Value	Market Value	Approx. Sq. Ft.	Market Value (Sq. Ft.)	20% Inc. Market Val.
Buffalo Wild Wings	335,648	1,007,045	6,000	167.84	1,208,454
Noodle's Complex	172,492	517,528	8,000	64.69	621,033
Olive Garden	315,575	946,820	6,000	157.80	1,136,184
McDonalds	178,196	534,641	3,600	148.51	641,570
Aldi	396,908	1,190,843	13,000	91.60	1,429,012

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EXHIBIT D

Projected Incremental Property Taxes

Village of Bradley, Illinois
Midwest Property/Aldi Dev.
Incremental Property Tax Analysis

Tax Year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Aldi Development	0	712,500	1,496,250	1,571,063	1,649,616	1,732,096	1,818,701	1,909,636	2,005,118	2,105,374	2,210,643	2,321,175	2,437,234	2,559,095	2,687,050	2,821,403	2,962,473
Lot 2	0	0	0	600,000	1,260,000	1,323,000	1,389,150	1,458,608	1,531,538	1,608,115	1,688,521	1,772,947	1,861,594	1,954,674	2,052,407	2,155,028	2,262,779
Lot 3	0	0	0	600,000	1,260,000	1,323,000	1,389,150	1,458,608	1,531,538	1,608,115	1,688,521	1,772,947	1,861,594	1,954,674	2,052,407	2,155,028	2,262,779
Lot 4	0	0	600,000	1,260,000	1,323,000	1,389,150	1,458,608	1,531,538	1,608,115	1,688,521	1,772,947	1,861,594	1,954,674	2,052,407	2,155,028	2,262,779	2,375,918
Total Market Value	0	712,500	2,096,250	4,031,063	5,492,616	5,767,246	6,055,609	6,358,389	6,676,309	7,010,124	7,360,630	7,728,662	8,115,095	8,520,850	8,946,892	9,394,237	9,863,949
Assessment Rate	33.33%	33.33%	33.33%	33.33%	33.33%	33.33%	33.33%	33.33%	33.33%	33.33%	33.33%	33.33%	33.33%	33.33%	33.33%	33.33%	33.33%
Assessed Value	0	237,476	698,680	1,343,553	1,830,689	1,922,223	2,018,334	2,119,251	2,225,214	2,336,474	2,453,298	2,575,963	2,704,761	2,839,999	2,981,999	3,131,099	3,287,654
State Equalization Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Equalized Assessed Value	0	237,476	698,680	1,343,553	1,830,689	1,922,223	2,018,334	2,119,251	2,225,214	2,336,474	2,453,298	2,575,963	2,704,761	2,839,999	2,981,999	3,131,099	3,287,654
Base EAV	74,067	74,067	74,067	74,067	74,067	74,067	74,067	74,067	74,067	74,067	74,067	74,067	74,067	74,067	74,067	74,067	74,067
Incremental EAV	0	163,409	624,613	1,269,486	1,756,622	1,848,156	1,944,267	2,045,184	2,151,147	2,262,407	2,379,231	2,501,896	2,630,694	2,765,932	2,907,932	3,057,032	3,213,587
Tax Rate	7.8653%	7.8653%	7.8653%	7.8653%	7.8653%	7.8653%	7.8653%	7.8653%	7.8653%	7.8653%	7.8653%	7.8653%	7.8653%	7.8653%	7.8653%	7.8653%	7.8653%
Incremental Property Taxes			12,853	49,128	99,849	138,164	145,363	152,922	160,860	169,194	177,945	187,134	196,782	206,912	217,549	228,718	240,445
Net Incr. Prop. Taxes Avail. For Project (@85%)		0	10,925	41,759	84,872	117,439	123,559	129,984	136,731	143,815	151,253	159,064	167,264	175,875	184,917	194,410	204,378
Cumulative Incr. Property Taxes Avail. for Project		0	10,925	52,683	137,555	254,994	378,552	508,537	645,267	789,082	940,336	1,099,399	1,266,664	1,442,539	1,627,456	1,821,865	2,026,243
NPV @6.5%		0	9,632	44,202	110,174	195,891	280,570	364,215	446,832	528,426	609,003	688,568	767,130	844,694	921,268	996,859	1,071,477

Assumptions:
Inflation Rate 5.0%

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EXHIBIT E

Return On Project Costs (without TIF)

Midwest Property/Aldi Dev. **Assumptions Without Public Financial Assistance** LEVERAGED RETURN ANALYSIS

Preliminary IRR Review with Assumptions*

Total Investment	4,065,000				
Permanent Loan	1,500,000	Interest Rate = 5.00%	Term (years) = 30	Annual D/S =	$97,577
Net Total Costs	2,565,000				
Ann. Ground Lease Payment	$115,000.00	Rentals are triple net, tenant pays taxes, insurance, maintenance			

Year	Project NOI NOI	Developer Note Payment	Land Sales	Net Cash Flow Before Debt Service	Debt Service	NOI	IRR Calculation NOI	Add Residual	Schedule: Principal	Interest	Principal Balance
Construction 2014)							-2,565,000	-2,565,000			
2015	57,500	0	850,000	907,500	48,789	858,711	858,711	858,711	11,289	37,500	1,500,000
2016	115,000	0	1,100,000	1,215,000	97,577	1,117,423	1,117,423	1,117,423	23,142	74,438	1,488,711
2017	115,000	0	0	115,000	97,577	17,423	17,423	17,423	24,299	73,278	1,465,570
2018	115,000	0	0	115,000	97,577	17,423	17,423	17,423	25,514	72,064	1,441,271
2019	115,000	0	0	115,000	97,577	17,423	17,423	17,423	26,789	70,788	1,415,758
2020	115,000	0	0	115,000	97,577	17,423	17,423	17,423	28,129	69,448	1,388,868
2021	115,000	0	0	115,000	97,577	17,423	17,423	17,423	29,535	68,042	1,360,840
2022	115,000	0	0	115,000	97,577	17,423	17,423	17,423	31,012	66,565	1,331,304
2023	115,000	0	0	115,000	97,577	17,423	17,423	17,423	32,563	65,015	1,300,292
2024	115,000	0	0	115,000	97,577	17,423	17,423	75,575	34,191	63,386	1,267,730

IRR analysis:

Assumptions					
Cap Rate	8.50%	Value 10 yrs.	1,352,941	IRR Calculation	-7.05%
Costs of Sale	2.00%	Less:			
Mortgage	1,267,730	Costs	27,059		
Balance		Mortgage	1,267,730		
		Residual	58,152		

*Kane, McKenna has reviewed the materials provided by the Developer in relation to projects, financing options and research of comparable properties. Certain of the general assumptions described in herein have been provided by the Developer in the Developer Information or in other materials provided by the Developer. Furthermore, certain of the general assumptions relating to the ground lease payments and sales prices of the TIF Development in the analyses herein are based on information provided by the Developer. Kane, McKenna has not been provided with any type of marketing studies related to the sale or leasing of the TIF Development. The purpose of the analysis contained herein is to determine the incremental property tax revenue benefits derived from the TIF Development and the Retail Development and the returns that would be achieved by the Developer from the TIF Development based on the proposed amount of TIF Assistance requested

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EXHIBIT F

Return on Project Costs (with TIF)

Midwest Property/Aldi Dev. **Assumptions With Public Financial Assistance** LEVERAGED RETURN ANALYSIS

Preliminary IRR Review with Assumptions*

Total Investment	4,065,000			
Loan	1,500,000	Interest Rate = 5.00%	Term (years) = 30	Annual D/S = $97,577
Net Total Costs	2,565,000			
Ann. Ground Lease Payment	$115,000.00	Rentals are triple net, tenant pays taxes, insurance, maintenance		

Year	Project NOI	Developer Note Payment	Land Sales	Net Cash Flow Before Debt Service	Debt Service	NOI	IRR Calculation NOI	Add Residual	Schedule: Principal	Interest	Principal Balance
Construction (2014)							-2,565,000	-2,565,000			
2015	57,500	0	850,000	907,500	48,789	858,711	858,711	858,711	11,289	37,500	1,500,000
2016	115,000	10,925	1,100,000	1,225,925	97,577	1,128,348	1,128,348	1,128,348	23,142	74,436	1,488,711
2017	115,000	41,759	0	156,759	97,577	59,181	59,181	59,181	24,299	73,278	1,465,570
2018	115,000	84,872	0	199,872	97,577	102,294	102,294	102,294	25,514	72,064	1,441,271
2019	115,000	117,439	0	232,439	97,577	134,862	134,862	134,862	26,789	70,788	1,415,758
2020	115,000	123,559	0	238,559	97,577	140,981	140,981	140,981	28,129	69,448	1,388,968
2021	115,000	129,984	0	244,984	97,577	147,407	147,407	147,407	29,535	68,042	1,360,840
2022	115,000	136,731	0	251,731	97,577	154,154	154,154	154,154	31,012	66,565	1,331,304
2023	115,000	143,815	0	258,815	97,577	161,238	161,238	161,238	32,563	65,015	1,300,292
2024	115,000	151,253	0	266,253	97,577	168,676	168,676	1,041,204	34,191	63,388	1,267,730

IRR analysis:

Assumptions					
Cap Rate	8.50%	Value 10 yrs.	1,352,941	IRR Calculation	10.60%
Costs of Sale	2.00%	Less:			
Mortgage	1,267,730	Costs	27,059		
Balance		Mortgage	1,267,730		
		Prop. Residual	58,152		
		Developer Note Residual Value @ Cap Rate	814,375		
		Total Residual Value	872,528		

*Kane, McKenna has reviewed the materials provided by the Developer in relation to projects, financing options and research of comparable properties. Certain of the general assumptions described in herein have been provided by the Developer in the Developer Information or in other materials provided by the Developer. Furthermore, certain of the general assumptions relating to the ground lease payments and sales prices of the TIF Development in the analyses herein are based on information provided by the Developer. Kane, McKenna has not been provided with any type of marketing studies related to the sale or leasing of the TIF Development. The purpose of the analysis contained herein is to determine the incremental property tax revenue benefits derived from the TIF Development and the Retail Development and the returns that would be achieved by the Developer from the TIF Development based on the proposed amount of TIF Assistance requested.

c/o OAK PARK holdings, LLC ex. D

[redacted]

Southwest Corner Illinois Route 50 & St. George Road

Bradley , IL

Very Preliminary Engineers Opinion of Cost

M. GONDERICH, GERKAUX & ASSOCIATES

NO.	ITEM	UNIT	QUANTITY	UNIT COST	COST
Sanitary Sewer					
1	10" PVC Sanitary Sewer, SDR #35	ln ft	1300	$ 48.00	$ 62,400
2	Manhole, Ty. A 4' Dia. w/ 1050 Fr & Ty. A Lid	each	4	$ 3,000.00	$ 12,000
3	6" PCV SDR #35 Sanitary Service	each	4	$ 300.00	$ 1,200
4	20" Bored & Jacked Casing Pipe under IL Rt 50	ln ft	175	$ 350.00	$ 61,250
5	Trench Backfill	cu yd	220	$ 26.00	$ 5,720
				Sub Total	**$142,570**
Water Main					
1	12" D.I. Water Main, CL52 W/ Polywrap & Valves, Bends	ln ft	2070	$ 46.00	$ 95,220
2	Fire Hydrants (5 1/4") w/ Tee, G.V. & Box Complete	each	6	$ 2,800.00	$ 16,800
3	20" Bored & Jacked Casing Pipe under St George Road	ln ft	100	$ 275.00	$ 27,500
4	20" Bored & Jacked Casing Pipe under IL Rt 50	ln ft	175	$ 275.00	$ 48,125
5	Trench Backfill	cu yd	120	$ 26.00	$ 3,120
				Sub Total	**$190,765**
Street & Storm Sewer					
1	Concrete Curb & Gutter Ty B6.12	ln ft	3980	$ 14.00	$ 55,720
2	Aggregate Base Course - 10"	sq yd	6300	$ 12.00	$ 75,600
3	Geotextile Subgrade Fabric	sq yd	6300	$ 2.00	$ 12,600
4	Hot Mix Asphalt Binder Course - 1.5"	ton	530	$ 90.00	$ 47,700
5	Hot Mix Asphalt Surface Course - 1.5"	ton	530	$ 100.00	$ 53,000
6	Storm Sewer Ty 1 - 12"	ln ft	190	$ 28.00	$ 5,320
7	Storm Sewer Ty 1 - 15"	ln ft	170	$ 30.00	$ 5,100
8	Storm Sewer Ty 1 - 18"	ln ft	300	$ 34.00	$ 10,200
9	Storm Sewer Ty 1 - 24"	ln ft	900	$ 40.00	$ 36,000
10	Storm Sewer Ty 1 - 30"	ln ft	100	$ 48.00	$ 4,800
11	Storm Sewer Ty 1 - 36"	ln ft	80	$ 60.00	$ 4,800
12	Storm Sewer Inlet	each	14	$ 950.00	$ 13,300
13	Storm Sewer Manhole	each	13	$ 1,600.00	$ 20,800
14	End Sections	each	6	$ 800.00	$ 4,800
15	Trench Backfill	cu yd	150	$ 26.00	$ 3,900
				Sub Total	**$353,640**

Route 50 Turn Lane/Signal Improvements

1	Concrete Curb & Gutter TyB 6.24	ln ft	620	$	32.00	$ 19,840
2	Aggregate Sub Base Course - 12"	sq yd	1450	$	14.00	$ 20,300
3	Hot Mix Asphalt Base Course - 9"	ton	730	$	70.00	$ 51,100
4	Hot Mix Asphalt Binder Course - 2..25"	ton	180	$	130.00	$ 23,400
5	Hot Mix Asphalt Surface Course - 1.5"	ton	120	$	145.00	$ 17,400
6	Storm Sewer Ty 1 - 15"	ln ft	120	$	30.00	$ 3,600
7	End Sections	each	3	$	600.00	$ 1,800
8	PCC Sidewalk - 5" wide	sq ft	9250	$	3.50	$ 32,375
9	Existing Curb Removal	ln ft	560	$	5.00	$ 2,800
10	Traffic Signalization	l sum	1	$	125,000.00	$125,000
					Sub Total	**$ 297,615**

Earth Excavation

1	Topsoil Strip - Entire Site	cu yd	20000	$	3.00	$60,000
2	Clay Fill - Out Lots	cu yd	17000	$	3.50	$59,500
3	6" Topsoil Respread - Out Lots/Detention Ponds	cu yd	9300	$	3.00	$27,900
4	Seeding	acre	11	$	3,500.00	$38,500
					Sub Total	**$185,900**

Miscellaneous

1	Offsite Surface Restoration	ln ft	1900	$	4.00	$7,600
2	Silt Fence	ln ft	2400	$	2.75	$6,600
3	Erosion Control (Coil Rolls,Construction Entrance, etc)	l sum	1	$	3,500.00	$3,500
					Sub Total	**$17,700**

Estimated Cost	***$1,188,190***
10% Unforseen & Contingencies	$120,000
Engineering Design/Construction	$130,000
TOTAL ESTIMATED COST	***$1,438,190***

Note:
This preliminary engineer's opinion of cost is based on a sketch or concept level plan.
The values listed should be considered very preliminary and should not be used to make financial decisions.
A more accurate opinion of cost may be tabulated when final plans are completed and approved.
Actual costs will not be known until a bid or proposal is received from a qualified contractor.

JVJ SUBDIVISION

SED SITE & OFF-SITE IMPRO\

VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLIN(

SITE LOCATION DETAILS