VILLAGE OF BRADLEY

RESOLUTION NO. R-11-24-07

A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN PROPERTY IN THE VILLAGE OF BRADLEY
(PINS: 17-09-16-101-004, 17-09-16-101-005, 17-09-16-101-011, 17-09-16-101-012, 17-09-16-101-015, 17-09-16-101-034, 17-09-16-101-036, 17-09-16-201-012 and 17-09-16-201-014)

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 25th DAY OF November, 2024

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois this 25th day of November, 2024

RESOLUTION NO. R-11-2407

A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN PROPERTY IN THE VILLAGE OF BRADLEY
(PINS: 17-09-16-101-004, 17-09-16-101-005, 17-09-16-101-011, 17-09-16-101-012, 17-09-16-101-015, 17-09-16-101-034, 17-09-16-101-036, 17-09-16-201-012 and 17-09-16-201-014)

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to 65 ILCS 5/2-3-8, the Village is authorized to acquire and hold real and personal property for corporate purposes; and

WHEREAS, the Corporate Authorities have determined that it is necessary and expedient to acquire certain property, commonly known as 1600 N. State Route 50, Bourbonnais, Illinois 60914 (PINS: 17-09-16-101-004, 17-09-16-101-005, 17-09-16-101-011, 17-09-16-101-012, 17-09-16-101-015, 17-09-16-101-034, 17-09-16-101-036, 17-09-16-201-012 and 17-09-16-201-014) (the "Property"); and

WHEREAS, Village Staff have prepared a Purchase Agreement for the property (the "Agreement"), whereby the Village will purchase the Property for a total purchase price of six million five hundred thousand and 00/100 dollars ($6,500,000.00) (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, the Corporate Authorities have reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the Village; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its citizens to enter into the Agreement to purchase the Property.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Corporate Authorities hereby find and declare that the conditions, terms, and provisions of the Agreement (Exhibit A) are fair, reasonable, and acceptable to the Village and that the same is generally approved in form and substance. Therefore, the Corporate Authorities of the Village hereby authorize and direct the Village President to execute and deliver, and the Clerk to attest, the Agreement, to thereby offer to purchase the Property for a price of six million five hundred thousand and 00/100 dollars ($6,500,000.00), and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution. The Village President is further authorized and directed to enter into an agreement with ECS Midwest, LLC,

based on the Proposal attached as Exhibit B, to facilitate the Village's physical inspections and environmental testing of the property.

SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 6. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

[*Intentionally Blank*]

PASSED by the Board of Trustees on a roll call vote on the 25th day of November 2024.

TRUSTEES:

RYAN LEBRAN	Aye – ✓	Nay – ____	Absent – ____
BRIAN BILLINGSLEY	Aye – ✓	Nay – ____	Absent – ____
DARREN WESTPHAL	Aye – ✓	Nay – ____	Absent – ____
BRIAN TIERI	Aye – ✓	Nay – ____	Absent – ____
GRANT D. VANDENHOUT	Aye – ✓	Nay – ____	Absent – ____
GENE JORDAN	Aye – ✓	Nay – ____	Absent – ____

VILLAGE PRESIDENT:

MICHAEL WATSON	Aye – ____	Nay – ____	Absent – ____
TOTALS:	**Aye –** 6	**Nay –** Ø	**Absent –** Ø

ATTEST:

KELLI BRZA, VILLAGE CLERK

APPROVED this 25th day of November, 2024.

MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

KELLI BRZA, VILLAGE CLERK

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Kelli Brza, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-11-24-07, "A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN PROPERTY IN THE VILLAGE OF BRADLEY (PINS: 17-09-16-101-004, 17-09-16-101-005, 17-09-16-101-011, 17-09-16-101-012, 17-09-16-101-015, 17-09-16-101-034, 17-09-16-101-036, 17-09-16-201-012 and 17-09-16-201-014)," which was adopted by the Village Corporate Authorities at a meeting held on the 25th day of November 2024.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 25th day of November 2024.

KELLI BRZA, VILLAGE CLERK

(SEAL)

Kaukauna Public Library
Genealogy
Ges.

Exhibit A

Exhibit B

ECS Midwest, LLC

Proposal for Phase I Environmental Site Assessment and Hazardous Materials Survey

Northfield Square Mall
1600 North State Route 50, Bourbonnais, Illinois 60914

For: Leech Tishman
225 W. Washington Street, Chicago, Illinois 60606

ECS Proposal Number 53:7538
October 29, 2024 (Revised November 18, 2024)

October 29, 2024 (Revised November 18, 2024)

Ms. Jennifer J. Sackett Pohlenz
Leech Tishman
225 W. Washington Street
Chicago, Illinois 60606

ECS Proposal No. 53:7538

Reference: Proposal for Phase I Environmental Site Assessment and Hazardous Materials Survey, Northfield Square Mall, 1600 North State Route 50, Bourbonnais, Illinois 60914

Dear Ms. Sackett Pohlenz:

ECS Midwest, LLC (ECS) is pleased to provide Leech Tishman with this proposal for performing a Phase I Environmental Site Assessment and Hazardous Materials Survey for Northfield Square Mall. Our proposal contains a summary of relevant information as we understand it, a project schedule, and the estimated fees for completion of the proposed services.

We understand the property is located at 1600 North State Route 50 in Bourbonnais, Kankakee County, Illinois. Based on the information available, a property description is noted within the attached proposal along with a description of our scope of services.

We appreciate the opportunity to be of service to you on this important project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us.

Sincerely,

ECS Midwest, LLC

Paige Adams

Paige Adams
Project Manager
padams@ecslimited.com
847.279.0366

Benjamin M. LaPointe, CHMM
Environmental Principal
blapointe@ecslimited.com
847.279.0366

Asbestos-Containing Materials

The asbestos assessment will be conducted by an Illinois accredited asbestos inspector to identify and sample suspect asbestos-containing materials in general accordance with U.S. Environmental Protection Agency (USEPA) requirements as defined in the Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP). The assessment may include the collection of bulk samples of friable (easily crumbled under hand pressure) and/or non-friable materials suspected as containing asbestos for laboratory testing. Multiple samples may be required based on regulations. Samples will be analyzed using "Positive Stop" methodology. This methodology states if one sample of a homogeneous material is found to contain asbestos, the remaining samples of that material are not analyzed. EPA regulations stipulate that if one sample contains asbestos the entire quantity of that material contains asbestos, regardless of additional analysis.

The survey will include both interior and exterior materials (with the exception of roofing materials). During the assessment, attempts will be made to access suspect asbestos-containing materials. However, due to the nature of an asbestos assessment and the inability and impracticality of accessing some hidden locations, some areas/materials may still be deemed inaccessible and/or not surveyed. Reasonable assumptions regarding the presence of suspect asbestos containing materials located within inaccessible areas will be made as necessary.

Please note that the nature of an asbestos-containing materials assessment requires limited destructive means to collect bulk samples of suspect asbestos-containing materials. ECS will attempt to perform bulk sampling in discrete areas; however, patching of or repair to sample locations will not be performed by ECS.

The collected samples will be submitted to a laboratory for analysis by polarized light microscopy (PLM) in accordance with EPA testing methods. Samples will be analyzed by EPA method (EPA 600/4-93/116) Determination of Asbestos in Bulk Building Materials or EPA Method (EPA 600M4-82-020) for the Determination of Asbestos in Bulk Insulation Samples. The laboratory is accredited by the U.S. Department of Commerce, National Institute of Standards and Technologies, National Voluntary Laboratory Accreditation Program (NVLAP) for bulk asbestos identification by PLM. For reference, asbestos containing materials, as defined by the EPA and the State of Illinois, are materials with an asbestos concentration of greater than 1% (>1%).

The results of the asbestos bulk sampling will be included in a written inspection report detailing pertinent observations made while on-site, location and approximate quantities of identified ACMs, along with appropriate recommendations.

Lead in Paint and Other Surface Coatings

The intent of the lead-based paint survey is to determine the presence of lead-based paint in interior and exterior painted surfaces of the onsite building in support of mitigating potential exposures to lead-based paint during future renovation and/or demolition activities. The lead-based paint survey will be performed by an Illinois lead inspector/risk assessor to generally determine the lead concentrations of interior and exterior painted surfaces located within the onsite building. ECS will test unique testing combinations encountered within the accessible areas. Note that the scope of this study is not intended to meet the requirements for a surface-by-surface investigation per

U.S. Department of Housing and Urban Development (HUD) Chapter 7 guidelines or for lead free certification purposes, but is rather a screening survey of painted surfaces where the presence of lead-based paint is suspected for environmental due diligence.

ECS will perform the lead-based paint survey in general accordance with Illinois Department of Health regulations and general industry standards for non-regulated buildings. Testing to determine the lead concentration of painted surfaces will be performed using an x-ray fluorescence (XRF) spectrum analyzer. The XRF is a hand-held portable lead analyzer, designed to obtain accurate, non-destructive measurements of lead concentrations in paints and coatings. The results of the testing will identify the concentration of lead within representative painted and glazed surfaces.

The results of the lead paint survey will be included in a written inspection report detailing pertinent observations made while on-site, location and approximate quantities of identified lead based paints, along with appropriate recommendations.

Phase I Environmental Site Assessment

The Phase I Environmental Site Assessment (ESA) will be prepared in general accordance with ASTM Standard E1527-21, Standard Practice for Phase I Environmental Site Assessments. We note that there may be some instances which require an adjustment to the quoted price for this Phase I ESA if supplemental investigation, additional lender requirements or other services, beyond the scope outlined in this proposal, are requested. We would notify you in advance if these additional services would result in increased fees.

To expedite the preparation of the Phase I ESA, please provide ECS with the following:

1. Copies of updated site plans/plots which you may have available;
2. A point of contact for site access;
3. A current chain-of-ownership for the subject property (preferably dating back to 1940 or earlier);
4. The name and telephone number of the current owner so that ECS may conduct an interview; and,
5. The completed User Questionnaire which is attached.

In accordance with the ASTM protocol, it is the obligation of the "User" (i.e., the party relying on the report) to report to the environmental professional (i.e., ECS) any environmental liens encumbering the property or any specialized knowledge or experience of the User that would provide information about previous ownership or uses of the property that may be material to identifying recognized environmental conditions. Based on this, ECS requests any previous environmental information related to the property.

We have attached the User Questionnaire to assist the User and the environmental professional (ECS) in gathering information from the User that may be material to identifying recognized environmental conditions with respect to the site. ***As the User of the report, please complete the attached User of the Report Questionnaire and return it with the signed proposal. The User Questionnaire should be completed by the User of the Phase I ESA, which is the party to whom the report is addressed.*** *ECS will conduct a separate interview with the property owner (property owner contact information is*

mandatory). We request the User Questionnaire be completed and returned to ECS at the same time this proposal is authorized in order to avoid delay to delivering the final report. This User Questionnaire will be included in the Phase I ESA Report and will assist in satisfying the "User's Responsibilities" portion of the ASTM Standard.

ECS will prepare one Phase I ESA Report for the subject property. A copy of the PDF report will be forwarded electronically upon completion of the project.

OUT OF SCOPE OBSERVATIONS

If during the performance of our Scope of Services additional environmental issues are observed which are beyond the Scope of Services outlined within this proposal, ECS may contact Leech Tishman to discuss the relevance and significance of the observation in order to determine if the observation requires additional assessment, inclusion in our final report, or a modification to our Scope of Services and fee.

SAFETY

ECS personnel are responsible for their own personal safety. While on site, if ECS personnel deem a condition is unsafe and the performance of our Scope of Services cannot be completed, you will be notified of the unsafe condition. ECS personnel will not proceed further with the Scope of services in that area until the unsafe condition is corrected.

REPORTS AND MEETINGS

ECS will prepare one Phase I ESA and one hazardous materials report for the subject project. Copies of the reports will be forwarded electronically upon completion of the project. Hard copies of the reports can be provided at cost.

Meetings requested by Leech Tishman (both on-site and at ECS's office beyond the Scope of Services outlined above) will be invoiced on a time and materials basis.

PROJECT FEES AND SCHEDULE

Project Fees

The estimated fee to perform the proposed tasks is provided in Table 1. Our estimate is based on experience with similar projects. ECS performs consulting services on a unit-rate basis. This estimate is based on our best estimate of the time required to complete the task. Any additional time and/or laboratory testing above the costs estimated in Table 1 will be billed in accordance with our standard unit rates. Pricing assumes work to be performed during normal business hours (7 am to 5 pm) Monday through Friday.

Submitted charges for work are based on the number of units of work actually performed. If unusual conditions are encountered that could affect the performance of the project, we will notify you immediately, so that appropriate changes can be made to the Scope of Services and the fee estimate adjusted accordingly, if necessary. It should be noted that meetings and consultations provided at the request of the client, and beyond the scope of this proposal, will be billed in accordance with ECS's standard fee schedule.

Table 1 - Estimated Fees	
Task/Item	**Fee**
Hazard Materials Survey	
Asbestos Pre-Renovation Survey (includes 550 samples)	$16,400
Lead Based Paint Survey	$6,850
Phase I Environmental Site Assessment	
Phase I ESA	$3,000
Lien Search (if requested)	$3,850 (14 Parcels @ $275/ parcel)
Total Estimated Fee for Proposed Scope of Services:	**$26,250**
[1]- Please note that the hazardous materials survey includes the collection of 500 asbestos samples. If additional samples are required to completed the survey they will be invoiced at a cost of $10/sample.	

Project Schedule

Phase I ESA: We anticipate that the Phase I ESA can be completed within 15 business days from authorization to proceed provided that site access is granted promptly.

Asbestos and Lead Survey: The fieldwork will be coordinated with you and will take approximately five days to complete. Laboratory analysis will take approximately 3 days to complete. The report will be issued within two weeks of receipt of the final laboratory report.

An escort is requested, for the time that we are present on the site, for entrance to interior portions of the building.

If areas of the property cannot be observed due to inaccessibility or unsafe conditions beyond the control of ECS, ECS will wait until such time either that the area is accessible or the unsafe conditions are corrected. If ECS must make an additional visit to the site, a change order will be provided for our additional fees.

If other items are required because of unexpected field conditions encountered in our fieldwork, or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding our scope of services, you would be informed of our intentions for both your review and authorization.

An escort may be required for entrance to interior portions of the building and/or for the time that we are present on the site. ECS will rely on Leech Tishman to provide access to the subject property.

LIMITATIONS

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed at the time this study will be undertaken. The assessment is not intended to represent an exhaustive research of every potential hazard or condition that may exist, nor does it claim to represent conditions or events that arise after the assessment.

We have made the following assumptions in developing this proposal:

- Prices presented herein are valid for 60 days from the date of this proposal.
- One color electronic version (PDF format) of the report will be provided upon completion of the project.
- If client-provided information is submitted to ECS after our ESA report has been issued, additional labor fees may be invoiced to review to data, to edit our report, and to reissue our report. Please provide any available due diligence information at the beginning of the project.
- Please note that ASTM standard indicates that regulatory agency files available for the subject property or adjoining properties should be reviewed and failure to do so may result in data gaps in our report. The lump sum fee offered for the Phase I ESA does not include expanded reviews of regulatory files for the subject site and/or adjacent properties which are not available electronically, or if the file information may not be reasonably ascertainable within the project schedule. If the subject property and/or adjacent properties are identified on federal or state regulatory lists, and if a file review is warranted, ECS will contact you. An additional fee may be necessary depending on the location and volume of information pertaining to these regulatory files.
- If requested, ECS can provide reliance letters for our reports for an additional fee of $500 per entity. Future reliance offered by ECS would be bound to ECS's standard Terms and Conditions. (Note: Additional fees may apply for client-requested reliance language that needs to be reviewed and approved by ECS legal counsel. Client-supplied reliance language beyond the ECS standard reliance letter may not be approved by ECS's legal counsel.)

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed and the materials sampled at the time this study will be undertaken. The survey is not intended to represent an exhaustive research of every potential hazard or condition that may exist, nor does it claim to represent conditions or events that arise after the survey. The sampling results only represent the locations at the time and day of collection.

The following services are not included; repairs to damaged materials from sampling with the exception of the roof, O&M Plans, site health and safety of non-ECS personnel, project monitoring, attendance at meetings or services not specifically defined herein. These services may be provided as an expansion of our services, if so desired.

ECS has made the following assumptions in developing this proposal:

- ECS assumes the roof areas can be accessed via an attached ladder, stairwell, roof hatch, and/or a portable 14-foot extension ladder. If the roof cannot be safely accessed, additional costs may be incurred.

- ECS assumes interior areas can be accessed with a 6-foot stepladder or 12-foot extension ladder.
- Prices presented herein are valid for 60 days from the date of this proposal.
- Additional project services not specifically addressed by this proposal shall be charged on a time and materials basis.

PROPOSAL ACCEPTANCE

Please complete the following Proposal Acceptance form and return to ECS to indicate acceptance of this proposal and to initiate services on the referenced project. The Client's below signature indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

Service	Estimated Fee	Initial For Acceptance
Asbestos Pre-Renovation Survey*	**$16,400**	
Lead-Based Paint Survey	**$6,850**	
Phase I ESA	**$3,000**	
Lien Search ($275/Parcel-if requested)	**$3,850**	
*Please note that the hazardous materials survey includes the collection of 550 asbestos samples. If additional samples are required to completed the survey they will be invoiced at a cost of $10/sample.		

PROPOSAL INFORMATION	
ECS Proposal Number	53:7538
Location	1600 North State Route 50, Bourbonnais, Illinois
CLIENT INFORMATION	
Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	
Date of Execution	
Proposal Addressee - Name	Jennifer J. Sackett Pohlenz
Proposal Addressee - Company	Leech Tishman

INVOICE INFORMATION **Please Print Below if Invoice Addressee is Different or Special Invoicing Instructions**	
Invoice Addressee - Name	
Invoice Addressee - Company	
Invoice Addressee - Street Address	
Invoice Addressee - Street Address	
Invoice Addressee - City, State, Zip	
Invoice Addressee - Email	
Invoice Addressee - Phone Number	

Purchase Order Number	
Client Project/Account Number	
Pay Application Required	

TERMS AND CONDITIONS

Attached to this proposal and an integral part of our proposal, are our "Terms and Conditions of Service". These terms and conditions represent the current recommendations of the Geoprofessional Business Association (GBA), the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we have a signed contract prior to the release of any information. This letter is the agreement for our services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to us.

ECS MIDWEST, LLC
TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS MIDWEST, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 **INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 **SCOPE OF SERVICES** - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 **STANDARD OF CARE**

3.1 **In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.**

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 **CLIENT DISCLOSURES**

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 **INFORMATION PROVIDED BY OTHERS** - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 **CONCEALED RISKS** - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, *e.g.*, subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 **RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES**

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

~~7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.~~

8.0 **UNDERGROUND UTILITIES**

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 **SAMPLES**

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 **ENVIRONMENTAL RISKS**

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation. ECS shall notify CLIENT of such containers.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

Upon payment of ECS invoices, CLIENT

11.0 OWNERSHIP OF DOCUMENTS

11.1 ~~ECS~~ shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt. thirty (30)

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within ~~fifteen (15)~~ calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

~~15.6 ECS reserves the right to charge CLIENT an additional charge of one and one half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.~~

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects. attributable to CLIENT.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $50,000, or two (2) times the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does

not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

~~19.2~~ ~~To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.~~

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. ~~IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.~~

~~19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.~~

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation. and ECS, respectively,

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ~~ECS unless CLIENT shall have first provided ECS~~ with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

each other unless the claimant first provides the respondent

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than ~~two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than~~ three (3) years from the date of ~~substantial~~ completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

Appendix I: Phase I ESA User Questionnaire

Environmental Questionnaire for User

Completion required for conformance with ASTM E1527-21. Failure to provide this information may preclude CERCLA liability protections for the property purchaser. Please return answered form to ECS.

Site Name: _____

Name and Title of Person Completing Questionnaire (Please Print):

_____

Signature of Person Completing Questionnaire:

_____

Date: _____

Name of Your Company and Your Contact Number (Please Print):

_____

ASTM E1527-21 indicates that, "Either the user shall make known to the environmental professional the reason why the user wants to have the Phase I Environmental Site Assessment performed or, if the user does not identify the purpose of the Phase I Environmental Site Assessment, the environmental professional shall assume the purpose is to qualify for an LLP to CERCLA liability and state this in the report." As the user of this ESA, what is the reason for conducting the Phase I ESA? If this question is unanswered, ECS will assume that the user's reason for the ESA is to qualify for landowner liability protections to CERCLA liability.

Please state reason for having ESA performed: _____

_____

_____

Will you provide Property Title Records and a Legal Description to ECS?

Please select one: **NO** ☐ **YES** ☐

Will you provide a 50-year chain of title abstract to ECS?

Please select one: **NO** ☐ **YES** ☐

<u>Please Send Information Promptly</u>

(1.) **Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).** Are you aware of any activity use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

_____

_____

(2.) **Specialized knowledge** - As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

_____

_____

(3.) **Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).** Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:

(a.) Do you know the past uses of the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please state uses: _____

_____

_____

_____

(b.) Do you know of specific chemicals that are present or once were present at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

_____

_____

(c.) Do you know of spills or other chemical releases that have taken place at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

_____

_____

(d.) Do you know of any environmental cleanups that have taken place at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

_____

_____

(4.) **Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29).** Does the purchase price being paid for this property reasonably reflect the fair market value of the property?

Please select one: **NO** ☐ **YES** ☐ **NA** ☐ **(not a purchase)**

If no, please explain: _____

_____

_____

If you are aware that there is a difference, is the lower purchase price because contamination is known or believed to be present at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

_____

_____

(5.) **Parcel Property Owner(s) & Contact Number(s):**

A. _____

B. _____

C. _____

D. _____

Property Manager and Occupant(s) & Contact Number(s)

Property Manager: _____

Occupant/Tenant: _____

Occupant/Tenant: _____

(6.) **The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).** As the user of this ESA, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

_____

_____

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made and entered into as of this _____ day of _____, 2024 (the "Effective Date"), by and between **Northfield Square Mall Realty LLC, Northfield CH LLC, and Northfield Nassim LLC,** each an Illinois limited liability company (collectively, the "**Seller**"), and the **Village of Bradley,** an Illinois municipal corporation ("**Buyer**"). Seller and Buyer may sometimes be collectively referred to herein as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain real property in accordance with the terms and conditions hereinafter provided.

NOW, FOR AND IN CONSIDERATION of the covenants, agreements, premises and Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto intending to be legally bound hereby, do covenant and agree as follows:

1. **Sale of Property.** Subject to the terms herein, Seller agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and receive from Seller the following property:

(a) That certain real property known as Northfield Square Mall, and is commonly known by the street address of 1600 N. State Route 50, in the Village of Bradley, County of Kankakee, State of Illinois, as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Land") (if the legal description of the Property is not complete or is inaccurate (provided the identity of the Property can be determined), this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the legal requirements).

(b) All of Seller's right, title and interest in and to any improvements, appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto in and to all strips and any land lying in the bed of any street, if any; and

(c) All of Seller's right, title and interest under those certain leases and license agreements described on Exhibit B attached hereto and by this reference made a part hereof (the "Leases"), together with any and all unapplied security deposits deposited with Seller under the Leases; and

(d) All of Seller's right, title and interest, if any, in and to any tangible personal property owned by Seller and located on the Property, including but not limited to those items of tangible personal property listed on Exhibit C, attached hereto and by this reference made a part hereof.

Unless the context clearly requires otherwise, the property described in subparagraphs 1(a), (b), (c), and (d) is collectively called the "Property".

2. **Price**. In consideration of the conveyance of the Property to Buyer, Buyer shall pay to Seller the sum of Six Million Five Hundred Thousand and NO/100 Dollars ($6,500,000.00) (the "Purchase Price").

(a) An initial deposit of twenty-five thousand and NO/100 Dollars ($25,000.00) (the "Deposit") shall be deposited with Chicago Title Insurance Company, as escrow agent (hereinafter the "Escrow Agent") within Three (3) business days after the Effective Date. Except as otherwise

stated herein, the Deposit shall be non-refundable to Buyer, but shall be applied as a credit to Buyer against the Purchase Price in the event the sale contemplated hereby is consummated, from and after the expiration of the Inspection Period (as hereinafter defined). If Buyer fails to timely deliver the Deposit, then Seller may terminate this Agreement by written notice to Buyer, and thereafter neither Seller or Buyer shall have any further right or obligation under this Agreement unless expressly provided to the contrary in this Agreement.

(b) The Purchase Price (less credit for the Deposit which shall be paid to Seller at Closing, and after adjustments for any pro-rations and expenses as provided in this Agreement) shall be paid in cash, by wire transfer, to Seller at Closing.

3. **Closing.** The consummation of this sale by Seller and the purchase by Buyer of the Property (the "Closing") shall be held on or before 5:00 p.m. eastern time on or before the date that is sixty (60) days immediately following October 28, 2024 (or if such date falls on a Saturday, Sunday or holiday, on the next business day following), or on an earlier date agreed to in writing by both Buyer and Seller (the "Closing Date"), as an escrow closing with Escrow Agent acting as settlement agent.

At the Closing, Seller shall execute, where necessary, and deliver to Buyer the following:

(a) A Special Warranty Deed conveying fee simple title to the Property, subject to the Permitted Exceptions (as defined below), to Buyer in form and substance reasonably satisfactory to the Seller, Escrow Agent and the Buyer, and shall be in proper form for recording (the "Deed"). Buyer acknowledges that the Property shall be sold subject to (i) all taxes for the year in which the Closing occurs and subsequent years not yet due and payable, (ii) local, state and federal laws, ordinances or governmental regulations, including, but not limited to, building, zoning and land use laws, ordinances and regulations now or hereafter in effect relating to the Property, (iii) all matters of record affecting the Property that Seller does not have an obligation under this Agreement to remove or cure (or does not otherwise in fact remove or cure following objection thereto by Buyer) as determined in accordance with the procedure set forth in Section 6 below, (iv) rights of tenants under their respective leases or occupancy agreements, and (v) any matters caused by Buyer or Buyer's agents, employees, contractors consultants and representatives (the foregoing items (i) – (v) being hereinafter referred to collectively as the "Permitted Exceptions").

(b) Owner's affidavit as to mechanics' liens and possession in form and substance reasonably acceptable to Seller and the Escrow Agent.

(c) Certificate of non-foreign status, in form reasonably acceptable to Seller.

(d) A closing statement reflecting the Purchase Price and all adjustments, prorations and credits thereto, and such disbursements as the Parties wish to reflect thereon in connection with the transaction contemplated hereby (the "Closing Statement").

(e) A Quit Claim Bill of Sale for any personal property being conveyed as part of this Agreement, if any, in form and substance reasonably agreed upon by the parties (any such personal property being conveyed without representation, warranty or recourse).

(f) An Assignment and Assumption Agreement, assigning Seller's interest in and under the Leases in the form attached hereto as Exhibit D (the "Lease Assignment").

(g) Executed written notices of the sale, in form and substance approved by Buyer, addressed and directed to the tenants of the Property, giving such tenants notice of this sale and directing the tenants to pay all rent due under the terms of their Leases to such person and at such place as Buyer shall direct.

(h) Copies of resolutions, consents and incumbency certificates (as applicable) evidencing each Seller's right, power and authority to consummate the transactions contemplated hereby, and the authority of those persons signing the closing documents.

(i) Such documents as Escrow Agent and Buyer may reasonably require in furtherance of, and to effectuate the intent of, the parties as expressed by the terms and conditions hereof.

At the Closing, Buyer shall execute, where necessary, and deliver to Seller the following:

(1) A counterpart of the Lease Assignment signed by Buyer.

(2) A counterpart of the Closing Statement signed by Buyer.

(3) Executed copies of state, county and local transfer declarations, as applicable, with respect to the transfer of the interests, to the extent required by law.

(4) Copies of resolutions, consents and incumbency certificates (as applicable) evidencing each Buyer's right, power and authority to consummate the transactions contemplated hereby, and the authority of those persons signing the closing documents on behalf of the Buyer.

(5) Buyer shall deposit with Escrow Agent the immediately good funds to pay the balance of the Purchase Price that is payable in cash at the Closing, as provided herein, taking into account the Deposit, and all adjustments required herein.

(6) Such documents as Escrow Agent and Seller may reasonably require in furtherance of, and to effectuate the intent of, the parties as expressed by the terms and conditions hereof.

Additionally, each party will deliver to the other party and Escrow Agent such agreements, assignments, conveyances, instruments, documents, certificates and the like as customarily required for Illinois commercial real estate closings and necessary to consummate the transactions contemplated by this Agreement.

Seller shall pay any transfer tax or conveyance fee applicable to this transaction. Buyer shall pay all premiums and title search charges for any Title Commitment and Title Policy (as each such term is hereinafter defined) to be issued with respect to the Property, as well as all title charges incurred with respect to any loan policy, any endorsements to the Title Policy or any loan policy and any additional

coverage which may be requested by Buyer. Buyer shall pay for the recording of the Deed, the Survey, and all costs incurred in connection with any due diligence investigations and any other customary charges incurred by Buyer. Seller will pay any and all customary costs and charges incurred by Seller. Seller and Buyer shall each bear its own attorneys' fees with respect to Closing. Buyer shall pay any and all costs and expenses in connection with Buyer obtaining financing for the purchase of the Property, including without limitation any recordation fees or charges required to be paid upon the recordation of any deed of trust, mortgage or other security agreement executed and recorded in connection with such financing. Buyer shall pay any and all sales taxes, if any, payable with respect to any personal property included in this Agreement. For sake of clarity, this Agreement, and Buyer's obligations hereunder, are not conditioned upon Buyer obtaining financing for the purchase of the Property. Any escrow fee charged by the Escrow Agent shall be paid one-half (1/2) by Seller and one-half (1/2) by Buyer. All other closing costs will be allocated one-half (1/2) to Seller and one-half (1/2) to Buyer, which is the manner customary for transactions of this nature in the county where the Property is located.

4. **Taxes and Assessments.** Seller shall pay all real estate taxes and other assessments due and outstanding in connection with the Property on or before the date of Closing. All real estate taxes and assessments against the Property applicable to the year in which the Closing occurs, or any prior year, but which are not yet due and payable as of Closing Date shall be prorated as of the Closing Date based upon 100% of the tax bill most recently available, and Buyer shall receive a credit at Closing for the same and pay such taxes directly to the appropriate authority when same become due. If, as a result of an appeal of the assessed valuation of the Property for any real estate tax year prior to (or including) the Closing Date, there is issued after Closing an administrative ruling, judicial decision or settlement by which the assessed value of the Property for such tax year(s) is reduced, and a real estate tax refund issued, Seller shall be entitled to its proportionate share of any refund relating to the period prior to Closing. With respect to any special assessments against the Property which are payable in periodic installments, Seller shall be responsible for the payment of all periodic installments due and payable as of the Closing Date, and Buyer shall be responsible for the payment of all periodic installments which become due and payable after the Closing Date.

5. **Income and Expenses.** All collected income and expenses of the Property shall be prorated on a daily basis between Seller and Buyer as of the Closing Date, provided, however, any expenses paid directly by tenants under the Leases shall not be prorated at Closing.

(a) Except as herein expressly provided to the contrary, Seller shall be responsible for all expenses of the Property, and shall be entitled to all income from the Property, incurred during the period prior to the Closing Date. All pro-rations described in this section shall be effectuated by increasing or decreasing, as the case may be, the amount of cash to be paid by Buyer to Seller at Closing.

Without limiting the generality of the foregoing, the following items shall be adjusted as of the Closing Date:

(i) All rents and other payments on account of financial obligations of any Tenant under the Leases for the month in which the Closing Date occurs, which have actually been paid and collected as of the Closing Date, shall be prorated as of the Closing Date. Delinquent base rent shall not be prorated but shall remain the property of Seller. Payments received from any tenants from and after the Closing Date shall be applied first to base rents then due for the current period, then to base rents due for any prior period after Closing and then to base rents delinquent as of the Closing Date. Buyer shall use reasonable good faith efforts to collect delinquent base rents for the benefit of Seller, and shall cooperate with Seller in the collection of any delinquent amounts. For amounts due Seller not collected within two (2) months after Closing, Seller shall have the right to

sue to collect same, but in no event may Seller seek to evict any Tenant or terminate the Leases. The date of closing shall belong to Buyer.

(ii) Except as set forth in this Agreement or mutually agreed by the parties, Seller shall not be responsible for any Property expenses accruing after Closing.

(iii) As used in Section 5(a)(i), the term "base rent" means any amounts of base rent or minimum rent due and payable monthly under the Leases. With respect to any other amounts due under the Leases whether due on a monthly, quarterly, semi-annual or annual basis relating to certain taxes, insurance, utilities, common area maintenance and other operating costs and expenses in connection with the ownership, operation, maintenance and management of the Land (collectively "Additional Rents"), such amounts shall be prorated at Closing only to the extent actually collected from tenants on or before such Closing Date. Buyer shall use reasonable good faith efforts to collect all Additional Rents as and when they become due and payable. Upon receipt of any Additional Rents, the amount received by Buyer shall be prorated between Seller and Buyer in proportion to the amount due Buyer for the period from and after the Closing and the amount to Seller prior to the Closing. However, to the extent that any such additional rent is paid by any tenants to the landlord under the Leases based on an estimated payment basis (whether monthly, quarterly, or otherwise), and such determination indicates that such tenants and/or licensees have made an underpayment of additional rent relating to any pass-through operating expenses, Buyer shall reimburse Seller at Closing for the amount of such underpayment and Buyer shall have the right to collect such underpayment from the applicable tenants and/or licensees after the Closing. The foregoing provision regarding post-closing collection and allocation of Additional Rents shall survive for six (6) months after the Closing Date. Notwithstanding anything to the contrary contained herein, all insurance policies and property management agreements of Seller shall be terminated as of the Closing Date and there shall be no proration with respect to these items.

(iv) In addition, at Closing, Buyer shall receive a credit against the cash portion of the Purchase Price to be paid at Closing for all unapplied security deposits, if any, held by Seller under the Leases currently in effect and Buyer shall, upon proof of assignment of the right to receive the refunds, pay Seller an amount equal to all refundable utility and contract deposits then held by third parties with respect to the Property.

(v) To the extent any utilities are in Seller's name, all such utilities shall be discontinued in Seller's name and re-established in Buyer's name as of midnight the night before the Closing Date.

(b) The Parties acknowledge that there is presently a dispute between the Parties regarding allegedly outstanding CAM charges. As of the date of Closing, the Parties hereby reciprocally release, waive, and forfeit any and all claims that they may have against each other for any such outstanding or unpaid CAM charges, which release and waiver shall survive Closing.

6. **Title Examination.** Within ten (10) days after the Effective Date, Buyer, at Buyer's expense, shall obtain a commitment (the "Title Commitment") from Escrow Agent, as agent for a national title company selected by Buyer and reasonably approved by Seller, to issue on the date of Closing a title insurance policy (the "Title Policy") for the Property in the amount of the Purchase Price. Upon receipt of the Title Commitment and Survey (as hereinafter defined) and at least fifteen (15) days prior to the expiration of the Inspection Period (as hereinafter defined), Buyer may deliver in writing to Seller any objections Buyer has to same (the "Title Objection Letter"). In the event Buyer does not notify Seller prior to the end of the Inspection Period of any objections, Buyer shall be deemed to be satisfied with all title and survey matters affecting the Property. In the event Buyer notifies Seller of such defects or encumbrances

as aforesaid, Seller shall notify Buyer (the "Seller's Cure Notice") within five (5) business days of its receipt of Buyer's notice ("Seller's Response Period") as to which title defects Seller shall cure (if any) or refuse to cure. It is understood and agreed that a "defect" shall also include any matter disclosed on the Survey (as defined below) which is unacceptable to Buyer in its reasonable discretion. In the event that Seller fails to send such notice within such 5-business day period, then Seller shall be deemed to have elected not to cure any such title and/or survey defects. If Seller elects (or is deemed to have elected) not to cure all or any such title and/or survey defects, Buyer shall, as its sole and exclusive remedy, elect to either waive its objections to such matters or to terminate this Agreement, whereupon Buyer shall receive a return of the Deposit, by delivery of written notice to Seller within five (5) business days after the earlier to occur of (a) receipt of Seller's Cure Notice; or (b) expiration of Seller's Response Period. If Seller does not satisfy all such title defects and encumbrances that Seller has agreed to satisfy on or before the Closing Date, then Buyer shall have the right, as its sole remedy, to elect either: (i) not to close the transaction contemplated hereby in which event the Deposit shall be refunded to Buyer and this Agreement shall be void and of no further force and effect (except as to matters which expressly survive as set forth in this Agreement), or (ii) to close the transaction contemplated hereby without regard to such unsatisfied defects and encumbrances, in which event the transaction contemplated hereby shall be closed in accordance with its terms, without a reduction in Purchase Price, and Seller's special warranty of title shall also be subject to all unsatisfied title defects and encumbrances.

7. **Survey.** Buyer shall obtain a boundary plat survey of the Land (the "Survey") prepared by a licensed registered land surveyor in the State of Illinois during the Inspection Period at Buyer's expense, and shall furnish a copy of same to the Seller and to the Escrow Agent upon receipt. The Survey shall include a metes and bounds description of the land comprising the Property, which, once approved by Buyer, Seller, and the Escrow Agent, shall be the description of the Property used in the Deed (as herein defined).

8. **Operation Prior to Closing.** Seller agrees to use commercially reasonable efforts to continue to maintain, operate and manage the Property in the substantially similar manner between the Effective Date and the Closing Date as it currently is being managed and operated.

9. **Seller's Representations and Warranties.** Seller hereby represents and warrants to Buyer as to the following matters, each one is so represented and warranted to be true and correct as of the date hereof and also to be true and correct in all material respects as of the Closing Date; any matter stated to be limited to "Seller's actual knowledge" or any similar language shall be deemed to include the actual knowledge of Northfield Square Mall Realty, LLC; Northfield CH, LLC; Northfield Nassim, LLC; Namdar Realty Group, LLC; and any of their respective managers, officers, directors, or employees:

(a) Seller has full power and authority to execute and deliver this Agreement and perform their obligations hereunder, and the execution, delivery and performance of this Agreement and all documents contemplated hereby have been duly authorized by all necessary action on the part of Seller and constitutes (and all instruments of transfer and other documents delivered by Seller in connection herewith shall constitute) the valid and legally binding obligation of Seller, enforceable in accordance with the terms hereof (and thereof), and the directors, managers, and/or officers of Seller executing this Agreement have the sole and absolute authority to enter into this Agreement and all ancillary documents to be executed and delivered pursuant to the provisions of this Agreement;

(b) At Closing, Seller shall deliver marketable fee simple title, subject only to the Permitted Exceptions and not otherwise encumbered, pledged, or hypothecated, pursuant to a special warranty deed, and Seller has the full power and authority to convey the Property pursuant to the terms of this Agreement;

(c) During Seller's ownership of the Property, to Seller's actual knowledge, Seller is not aware of (i) any pending violation of or (ii) any currently existing circumstances or conditions on the Property which could give rise to a violation of any Environmental Law (as defined below) with respect to the use, storage, treatment or transportation of Hazardous Materials (as defined below) on the Property. "Hazardous Material" shall include but shall not be limited to any substance, material, or waste that is listed or regulated by any federal, state, or local government authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous substances, materials, or wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in violation of any Environmental Law. "Environmental Law" shall mean any federal, state, or local Law which pertains to health, safety, any Hazardous Material or the environment (including, but not limited to soil, air, surface water, groundwater, natural resources, noise protection, pollution, contamination, or underground or above ground tanks);

(d) At the time of Closing, all work completed on the Land by through or under Seller during Seller's ownership of the Property and any materials related thereto will be paid for in full at or prior to Closing; and

(e) Seller has received no written notice of any pending, actual, or contemplated, special assessments of taxes, either unconfirmed or confirmed, relating to the Property, nor has Seller received written notice of an increase in the assessed value of the Land except as may be disclosed during the Inspection Period as part of the Materials; and

(f) Except as may be disclosed during the Inspection Period, Seller has received no written notice from any governmental agency that the existing use and condition of the Property violates any zoning law, statute, ordinance, regulation, or code; and

(g) Seller has no actual knowledge of any litigation pending or threatened, which would materially and adversely affect the use and operation of the Property as currently used or that would prevent the consummation of the Closing; and

(h) To Seller's actual knowledge, Seller's obligations contemplated hereby, and the execution, delivery, and performance of this Agreement by Seller, will not result in a breach of, or constitute a default under, any instrument or agreement to which Seller or the Property is bound; and

(i) To Seller's actual knowledge, there are no employees employed by Seller for the benefit of the Property who Buyer will be required to hire or retain subsequent to the Closing; and

(j) To Seller's actual knowledge, all documents disclosed or produced by Seller to Buyer in connection with this agreement are true, accurate, and complete copies of all such documents in Seller's possession.

All such representations, warranties, covenants, and agreements made or to be performed by Seller pursuant to this Agreement, including those set forth in this Section, shall survive the execution, delivery,

and performance hereof and of the deed delivered in connection herewith for a period of one hundred eighty (180) days following the Closing (the "Survival Period"). In the event that Buyer determines and notifies Seller during the Survival Period, that any material breach of any of said representations and warranties occurred on or prior to the Closing Date, Buyer shall have the right, but not the obligation, to institute legal proceedings against Seller to recover any damages suffered as a result of such breach, and if the Buyer prevails in such proceedings it shall be entitled to recover reasonable court costs and reasonable attorney's fees.

10. **Covenants of Seller.** Seller hereby covenants and agrees with Buyer as to the following matters:

(a) During the period between the Effective Date and the Closing Date, Seller shall not execute any new leases for, or otherwise permit anyone to possess or occupy, the Property without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. If Seller requests any such consent from Buyer, unless Seller has received written notice of disapproval within ten (10) business days after Buyer's receipt of such request, such request shall be deemed approved.

(b) Seller shall not make any material changes to or alterations of the improvements upon the Land without Buyer's prior written consent, except in the event of an emergency and in Seller's reasonable opinion such changes or alterations are necessary to preserve the value of the Land or improvements, and except as required by the terms of the Leases to maintain the Property in good condition and repair. Between the Effective Date and the Closing Date: (i) Seller shall keep the Property fully insured in accordance with prudent and customary practice; (ii) Seller shall not alienate, encumber, or transfer the Property or any part thereof in favor of, or to, any party whomsoever; and (iii) Seller shall pay all Seller's bills and invoices arising from Seller's ownership, operation, management, repair, and maintenance of the Property as payments for same become due prior to the Closing Date.

11. **Property Conveyed "As Is".** EXCEPT AS EXPLICITLY STATED IN THIS AGREEMENT, INCLUDING SECTION 9, ABOVE, IT IS UNDERSTOOD AND AGREED THAT SELLER DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, PROPERTY VALUE, OPERATING HISTORY, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. BUYER AGREES THAT WITH RESPECT TO THE PROPERTY, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR OF SELLER'S BROKERS, AGENTS OR EMPLOYEES, EXCEPT THOSE CONTAINED IN THIS AGREEMENT. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS, AND THAT BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS

COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS SECTION 11 SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

12. **Inspection Period.**

(a) Subject to the terms herein, Buyer and Buyer's agents, consultants and contractors shall have until 5:00 p.m. Eastern Standard Time on the date that is thirty (30) days following the Effective Date (said period the "Inspection Period") in which to enter upon the Property during reasonable times to conduct non-invasive investigations and inspections of the Land, at Buyer's sole cost and expense, to investigate and inspect the Property to determine whether or not same is satisfactory to Buyer. Subject to the terms herein, this investigation and inspection may include soil, gas/vapor, and groundwater borings and/or sampling, as applicable; and sampling of the Property for asbestos and lead paint. If Buyer is not satisfied with the results of the Property inspection and determines that it does not wish to purchase the Property, Buyer may, at its sole discretion, elect to terminate this Agreement by delivering notice to Seller within the Inspection Period, whereupon Escrow Agent shall return to Buyer the Deposit paid hereunder, and this Agreement shall terminate and Seller and Buyer shall be relieved of any further obligations hereunder which do not expressly survive termination pursuant to the provisions of this Agreement. If Buyer does not provide Seller with a notice of termination of this Agreement on or before the expiration of the Inspection Period, then Buyer shall be deemed to be satisfied with the Property, and the Deposit shall become non-refundable except in the event of any breach of the Agreement by Seller.

(b) The foregoing rights granted in this Section 12 to enter the Property may be exercised only after Buyer has delivered to Seller a certificate of commercial general liability insurance with at least One Million Dollars single limit coverage and in form and substance adequate to insure against all liability of Buyer and its agents, representatives, employees, contractors or consultants, arising out of any entry or inspections of the Property pursuant to the provisions hereof. Seller, Seller's managing agent, and Seller's lender, if any, shall be named as additional insureds on such insurance. It being understood, however, that the availability of such insurance shall not serve to limit or define the scope of Buyer's indemnification obligations under this Agreement in any manner whatsoever. Buyer's insurance coverage shall be primary to, and shall not see contribution from, any other insurance available to Seller. Buyer hereby covenants and agrees to indemnify, defend and hold harmless Seller from any and all loss, liability, costs, claims, demands, damages, actions, causes of actions, and suits arising out of or in any manner related to the exercise by Buyer or Buyer's agents, consultants and contractors of Buyer's rights under this paragraph, which obligation shall survive the Closing or any termination of this Agreement. Buyer shall promptly restore any of the Property damaged or disturbed as a result of Buyer's (or any party acting by through or under Buyer) exercise of its rights under this Section 12 to its original condition, which obligation shall survive termination of this Agreement.

(c) In connection with any entry by Buyer, or Buyer's agents, representatives, employees, contractors or consultants onto the Property, Buyer shall give Seller at least two (2) business days' prior written notice of such entry and shall conduct such entry and any inspections in connection therewith (a) during normal business hours; (b) conduct such inspections in such a manner as to not interfere with Seller's business and the business of Seller's tenants; (c) conduct all inspections and tests in compliance with all applicable laws; (d) promptly pay when due the costs of all inspections, tests, investigations, and studies done with regard to the Property; (e) not permit any liens to attach to the Property by reason of the exercise of Buyer's rights hereunder and, if any such liens so attach, will cause them to be promptly removed and/or bonded; (f) promptly repair any damage to the Property resulting directly or indirectly from any such inspections, tests, investigations or studies strictly in accordance with all requirements of applicable law; (g) conduct all inspections in a manner reasonably acceptable to Seller; and (h) except to the extent required by law, not reveal or disclose any information obtained concerning the

Property to anyone. In no event shall Buyer be permitted to perform a Phase II environmental site assessment or other invasive testing without Seller's prior written consent, which consent may be withheld in Seller's sole discretion. Upon the request of Seller, Buyer shall promptly deliver to Seller copies of Buyer's due diligence materials. Buyer shall not interfere with any tenants or the operation of the business being conducted on the Property in conducting its investigations, nor may Buyer contact tenants without the prior written consent of Seller.

(d) Within five (5) business days after the Effective Date, and to the extent the same exist and are in Seller's possession, Seller agrees to provide Buyer with legible copies of Seller's: (i) existing As-Built ALTA Surveys; (ii) existing environmental report of the Property in Seller's possession; and (iii) existing title policy (collectively, the "Materials"). In providing such information and Materials to Buyer, other than Seller's representations specifically set forth herein, Seller makes no representation or warranty, express, written, oral, statutory, or implied, and all such representations and warranties are hereby expressly excluded and disclaimed. Any information and Materials provided by Seller to Buyer under the terms of this Agreement shall be, to Seller's actual knowledge and reasonable belief, complete and accurate unless otherwise noted, but Seller does not warrant the same to be so as all or substantially all Materials have been prepared by third party sources and provided to Seller. Seller and Buyer agree that the Materials are to be used by Buyer for informational purposes only and Buyer is not to rely on such Materials or other documents as being a complete and accurate source of information with respect to the Property, and Buyer should instead in all instances rely exclusively on its own inspections and consultants with respect to all matters which it deems relevant to its decision to acquire, own and operate the Property.

(e) Prior to the last day of the Inspection Period, Buyer will advise Seller in writing of which Service Contracts (as hereinafter defined) it will assume and for which Service Contracts Buyer requests that Seller deliver written termination at or prior to Closing, provided Seller shall have no obligation to terminate, and Buyer shall be obligated to assume, any Service Contracts which by their terms cannot be terminated without penalty or payment of a fee. For purposes of this Agreement, "Service Contracts" is defined as those contracts related to the operation, ownership or management of the Property, including maintenance, service, construction, supply and equipment rental contracts, if any, (collectively, the "Service Contracts") (but only to the extent assignable without cost to Seller and Seller's obligations thereunder are expressly assumed by Buyer pursuant to this Agreement). Seller shall deliver at Closing notices of termination of all Service Contracts that are not so assumed. Buyer must assume the obligations arising from and after the Closing Date under those Service Contracts (i) that Buyer has agreed to assume, or that Buyer is obligated to assume pursuant to this Section, and (ii) for which a termination notice is delivered as of or prior to Closing but for which termination is not effective until after Closing. Seller shall provide Buyer with copies of all service contracts within five (5) business days following Effective Date and shall not enter into any new service contracts with any third-party during the pendency of this Agreement that cannot be terminated at or prior to Closing without the prior written approval of Buyer. In the event of an emergency that, in Seller's reasonable opinion, requires the execution of a new service contract that cannot be terminated at or prior to Closing, Buyer's consent to the same shall not be unreasonably withheld, conditioned or delayed. At Closing, Seller shall terminate any Service Contract that can be terminated at Closing upon the written request of Buyer.

(f) Notwithstanding anything to the contrary contained in this Agreement, in the event that Buyer obtains a Phase I and the Phase I recommends a Phase II environmental site assessment, Buyer shall have the right, at its sole option, to extend the Inspection Period by up to an additional thirty (30) days by providing notice of such extension prior to the expiration of the Inspection Period.

13. **Representations and Warranties by Buyer.** Buyer represents and warrants to Seller that Buyer has all requisite power and authority to execute this Agreement and the closing documents contemplated herein, that the execution and delivery of this Agreement and the performance by Buyer of

its obligations hereunder have been duly authorized by such partnership action as may be required, that the persons executing this Agreement on behalf of Buyer are fully authorized to do so, and that this Agreement as executed by such persons constitutes the binding and enforceable obligation of Buyer. Buyer represents and warrants to Seller that Buyer has the full power and authority to enter into and perform this Agreement according to its terms. All necessary action has been taken to authorize the execution, delivery and performance of this Agreement by Buyer. The individual executing this Agreement on behalf of Buyer is authorized to do so and, upon his execution hereof, this Agreement shall be binding upon and enforceable against Buyer in accordance with its terms. During the pendency of this Agreement and until the Closing, the Buyer shall refrain from directly contacting or communicating with any tenants occupying the property being sold, without the express written consent of the Seller.

14. **Defaults.**

(a) If Seller fails to perform any of its obligations under this Agreement, and such failure remains uncured for more than ten (10) business days following Seller's receipt of a written notice of default from Buyer, then Buyer may, prior to the cure of the default and as Buyer's sole and exclusive remedy against Seller for Seller's default, either: (i) terminate this Agreement by delivery of written notice to Seller, in which event Buyer shall be entitled to the return of the Deposit and all interest, if any, earned thereon; or (ii) institute proceedings in any court of competent jurisdiction to specifically enforce the performance by Seller of the terms of this Agreement. If Buyer elects option (i), Seller and Buyer shall have no further duties or obligations to one another under this Agreement except with respect to those obligations and duties which are expressly stated herein to survive a termination of this Agreement. If Buyer fails to file a suit for specific performance within thirty (30) days after the date set forth in its notice to Seller, then Buyer shall be deemed to have elected to terminate this Agreement and receive a refund of the Deposit.

(b) Upon a default by Buyer under this Agreement, and such failure remains uncured for more than ten (10) days following Buyer's receipt of a written notice of default from Seller, then Seller may terminate this Agreement and Seller shall be entitled, as its sole and exclusive remedy, to receive and retain the Deposit and all interest, if any, earned thereon, as Seller's liquidated damages for Buyer's breach, and Seller and Buyer shall have no further duties or obligations to one another under this Agreement except with respect to those obligations and duties which are expressly stated herein to survive a termination of this Agreement. In view of the difficulty of accurately estimating Seller's actual damages in the event of a default hereunder by Buyer, and in recognition that it is impossible more precisely to estimate the damages to be suffered by Seller upon a default by Buyer, the Parties have agreed that the Deposit and all interest, if any earned thereon shall be paid to Seller not as a penalty, but as full liquidated damages and that such amount constitutes a good faith and reasonable estimate of the potential damages arising from a default by Buyer hereunder. Notwithstanding anything in this Section to the contrary, in the event of Buyer's default or a termination of this Agreement, Seller shall have all remedies available at law or in equity in the event Buyer or any party related to or affiliated with Buyer is asserting any claims or right to the Property that would otherwise delay or prevent Seller from having clear, indefeasible and marketable title to the Property.

15. **Damage, Destruction and Eminent Domain.**

(a) If, prior to the Closing Date, the Land or any part thereof is damaged or destroyed by fire or other casualty to the extent that repairing such damage or destruction is reasonably estimated to cost $500,000.00 or more, then, within ten (10) days of any such damage or destruction, Seller shall give a written notice to Buyer specifying the insurance carrier's estimate of the amount of insurance payable as the result of such damage or destruction. Within ten (10) days after Buyer has received the written notice described in the preceding sentence, Buyer may elect to terminate this Agreement by delivery of written notice to Seller, in which case the Deposit and all interest, if any, earned thereon shall be returned to Buyer and Seller and Buyer shall have no further duties or obligations to one another under this Agreement except

with respect to those obligations and duties which are expressly stated herein to survive a termination of this Agreement. If Buyer elects to consummate the purchase despite the damage or destruction, or if any lesser damage or destruction has occurred, there shall be no reduction in or abatement of the Purchase Price and Seller shall assign to Buyer all of Seller's right, title and interest in and to all insurance proceeds resulting from the damage or destruction, if any. Upon the Closing, full risk of loss with respect to the Property shall pass to Buyer.

(b) Excepting as it pertains to any actions or violations pending as of the date hereof or as otherwise disclosed in the Materials, in the event, at any time on or prior to the Closing Date, any action or proceeding is filed, under which the Land, or any portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, Seller shall promptly give written notice thereof (which notice shall describe the type of action being taken against the Property, and which portions of the Property will be affected thereby) to Buyer. If the taking would substantially prevent Buyer from continuing the existing use of the Property, then Buyer shall have the right to terminate this Agreement by written notice to Seller within ten (10) days following the date upon which Buyer receives Seller's written notice of such action or proceeding, in which event this Agreement shall terminate, the Deposit shall be returned to Buyer and neither party shall have any further obligation to the other, other than those obligations that expressly survive termination of this Agreement. If Buyer does not elect to so terminate this Agreement within said ten (10) day period, this Agreement shall remain in full force and effect and the parties shall proceed to closing without any reduction or adjustment in the Purchase Price, in which case Seller shall take such actions and sign such documents as necessary to allow Buyer to participate in such proceedings and to assign any and all condemnation awards or other proceeds arising therefrom to Buyer.

16. **Assignment**. All terms of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective legal successors and assigns. This Agreement may not be assigned by Buyer without the written consent of Seller; provided, however, Buyer shall have the right to assign this Agreement without Seller's consent (but upon notice to Seller) to an entity which is owned or controlled by Buyer and/or entities or trusts controlled by or for the benefit of Buyer. For purposes of this paragraph 14, "owned or controlled by" shall mean Buyer or its principal have a fifty-one percent (51%) or greater interest in the assignee. Any assignment under this Section 16 shall not, however, release or relieve Buyer from any of its obligations, duties or liabilities hereunder and Buyer shall remain jointly and severally liable together with such assignee with respect thereto.

17. **Broker and Broker's Commission.** Seller and Buyer warrant each to the other that no broker or agent has been employed with respect to this particular sale of the Property. Each party agrees to indemnify and hold harmless the other from any claim made by brokers or agents who claim to act for the party sought to be charged for a commission, compensation, brokerage fees, or similar payment in connection with this transaction or the Leases and against any and all expense or liability arising out of any such claim.

18. **Notices**. All notices, consents, approvals and other communications which may be or are required to be given by Seller or Buyer under this Agreement shall be properly given only if made in writing (except as expressly provided to the contrary in this Agreement) and sent by (a) a nationally recognized overnight delivery service (such as Federal Express or UPS Next Day Air), with all delivery charges paid by the sender, or (b) electronic mail, and addressed to Buyer or Seller, as applicable, at the address set forth below or at such other address as each may request in writing. Such notices shall be deemed received, (x) if delivered by overnight delivery service, on the date of delivery, and (y) if sent by electronic mail, on the date of transmission. Notices to be sent on behalf of Buyer or Seller may be sent by their respective counsel. The refusal to accept delivery shall constitute acceptance and, in such event, the date of delivery shall be the date on which delivery was refused. Addresses for notices are to be as follows:

If to Buyer:	Village of Bradley 147 S. Michigan Avenue Bradley, Illinois 60915 Attn: Village President Email:mmwatson@bradleyil.org Phone:(815) 936-5100
With a copy to:	Michael A. Santschi Spesia & Taylor 1415 Black Road Joliet, Illinois 60435 Email:msantschi@spesia-taylor.com Phone:(815) 726-4311
If to Seller:	NORTHFIELD SQUARE MALL REALTY LLC c/o Namdar Realty Group 150 Great Neck Road, Suite 304 Great Neck, New York 11021 Attn: Anthony Matinale, Esq. Email:anthony@namdarllc.com Phone: 516.773.0010
If to Escrow Agent:	Krystina Cozzie Chicago Title Ins. Company 10 South LaSalle St., S. 3100 Chicago, IL 60603 Email:Krystina.cozzie@ctt.com Phone:(312) 223-3366

Each such notice or communication shall be deemed to have been given to or served upon the party to whom delivered, upon the delivery thereof in the manner provided above which, shall be as evidenced by the return receipt. Either party may change its address for the service of notice by delivering written notice of the change to the other party, in the manner provided above at least ten (10) days prior to the effective date of the change.

19. **Escrow Agent**. Within two (2) business days after the Effective Date, Buyer and Seller each shall deposit a copy of this Agreement executed by such party (or either of them shall deposit a copy executed by both Buyer and Seller) with Escrow Agent. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as counsel for Buyer and Seller shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Buyer. Escrow Agent shall hold the Deposit and make delivery of the Deposit to the party entitled thereto under the terms of this Agreement.

20. **Time of the Essence**. Time shall be of the essence in the performance of all obligations under this Agreement. If the deadline for performance of any obligation by Buyer or Seller or for delivery of written notice shall fall on a weekend day or a date recognized as a holiday by banks in the State in which the Land is located, then such deadline shall automatically be deemed to fall on the first business day thereafter.

21. **Captions**. The Section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

22. **Entire Agreement, Modification**. This Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements between the Parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth in this Agreement, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless it is made in writing and duly executed by both Parties. Broker and Escrow Agent need not be a party to any modification of this Agreement (or any waiver of any terms and conditions of this Agreement) unless such modification (or waiver) affects the rights, duties or obligations of Broker and/or Escrow Agent, as the case may be.

23. **Binding Effect**. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

24. **Controlling Law; Exclusive Jurisdiction**. This Agreement has been made and entered into under the laws of the state in which the Property is located, and those laws shall control the interpretation of this Agreement without the application of any conflicts of law principles. Further, the Parties, to the fullest extent permitted by law, hereby knowingly, willingly, intentionally, and voluntarily submit to the exclusive personal and subject matter jurisdiction of the Circuit Court for the Twenty-First Judicial Circuit, Kankakee County, Illinois. As such, the Parties hereby waive and forfeit their right to challenge jurisdiction and venue over any such dispute in said court, including but not limited to their ability to file motions to dismiss on jurisdictional grounds, to file for any change of venue, including but not limited to a motion forum *non conveniens,* and to file any motion seeking removal to federal court.

25. **Confidentiality**. To the extent permitted by law, including but not limited to the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*) Buyer and Buyer's agents and representatives hereby covenant with Seller that Buyer's agents and representatives shall not, without the prior written consent of Seller (which consent may be withheld in Seller's sole and absolute discretion), disclose to any other person (other than Buyer's accountants and attorneys) or entity, by any means whatsoever: (i) any due diligence information or Materials; or (ii) any information or documentation (written or oral) provided by Seller or Seller's agents and representatives concerning Seller, Seller's business, or the Property. Each party agrees to use its best efforts to prevent public disclosure of this transaction other than (a) to directors and officers of the parties, employees, and agents who have a need to know, all of whom shall be instructed to comply with the non-disclosure provisions hereof, (b) in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction, (c) in any filings with governmental authorities required by reason of the transactions provided for herein and (d) in response to a FOIA request. Notwithstanding anything contained herein to the contrary, this Section shall survive the Closing or any termination of this Agreement.

26. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement. A ".pdf" signature page delivered by electronic mail shall be as acceptable as an original.

27. **Interpretation, Joint Drafting.** Wherever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. The Parties hereby agree that each have played an equal part in the negotiations and drafting of this Agreement, and in the event any ambiguity shall be realized in the construction or interpretation of this Agreement, the result of those ambiguities shall be equally assumed and realized by each of the Parties to this Agreement.

28. **Waiver.** Neither the failure of either party to exercise any power or right herein provided or to insist upon strict compliance with any obligation herein specified nor any custom, use or practice at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms and provisions of this Agreement.

29. **Return of Deposit.** Notwithstanding anything in this Agreement to the contrary, in any event where the Deposit is to be returned to Buyer, Ten and No/100 Dollars ($10.00) thereof shall be paid to Seller as consideration for the rights and privileges granted to Buyer herein thus making this Agreement the valid and binding obligation of Buyer and Seller even though Buyer may have certain unilateral termination rights during certain periods under this Agreement.

30. **Severability**. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any of the provisions of this Agreement or the application thereof to any person or circumstances shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

31. **1031 Exchange**. Seller and Buyer acknowledge and agree that the purchase and sale of the Property may be part of a tax-free exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, for either Buyer or Seller. Each party hereby agrees to take all reasonable steps on or before the Closing to facilitate such exchange if requested by the other party, provided that (a) no party making such accommodation shall be required to acquire any substitute property, (b) such exchange shall not affect the representations, warranties, liabilities and obligations of the parties to each other under this Agreement, (c) no party making such accommodation shall incur any additional cost, expense or liability in connection with such exchange (other than expenses of reviewing and executing documents required in connection with such exchange), and (d) no dates in this Agreement will be extended as a result thereof.

32. **Prohibited Persons**. Neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("**EO13224**"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("**OFAC**") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf), (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (v) who is otherwise affiliated with any entity or person listed above

(any and all parties described in clauses (i) – (v) above are herein referred to as a "**Prohibited Person**"). Buyer covenants and agrees that neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. The provisions of this Section 32 shall survive the Closing or termination of this Agreement.

33. **Legal Fees**. In the event of any litigation arising from or in connection with this Agreement, each of the Parties shall be solely responsible for its own court costs and attorney's fees.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed under seal as of the day and year first above written.

SELLER:

Northfield Square Mall Realty LLC, an Illinois limited liability company

By:_____
Name: Igal Namdar
Title: Authorized Signatory

Date:_____

Northfield CH LLC, an Illinois limited liability company

By:_____
Name: Matin Hakimi
Title: Authorized Signatory

Date:_____

Northfield Nassim LLC, an Illinois limited liability company

By:_____
Name: Elliot Nassim
Title: Authorized Signatory

Date:_____

BUYER:

Village of Bradley

By: Michael Watson
Name: Michael M. Watson
Title: Village President

Date: 11-25-2024

LIST OF EXHIBITS

Exhibit "A" – Legal Description of Land
Exhibit "B" – List of Leases
Exhibit "C" – Tangible Personal Property
Exhibit "D" – Assignment and Assumption of Leases

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

PARCEL 1: PARCELS 7, 7A, 18, 18A, 18B, 19 AND 20 OF NORTHFIELD SQUARE RESUBDIVISION RECORDED JANUARY 31, 1990, AS DOCUMENT NUMBER 90-01091, A RESUBDIVISION OF NORTHFIELD SQUARE, IN SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF A TRACT OF LAND IN THE EAST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF PARCEL 18 & PART OF PARCEL 19 NORTHFIELD SQUARE RESUBDIVISION, BEING A RESUBDIVISION OF NORTHFIELD SQUARE, BEING A PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND PART OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER, IN SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THIRD PRINCIPAL MERIDIAN, KANKAKEE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 19; THENCE SOUTH 00 DEGREES 54 MINUTES 09 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL 19, 286.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 74 DEGREES 10 MINUTES 16 SECONDS EAST 179.70 FEET; THENCE SOUTH 15 DEGREES 53 MINUTES 18 SECONDS EAST 62.52 FEET; THENCE NORTH 74 DEGREES 10 MINUTES 16 SECONDS EAST 52.60 FEET TO THE EASTERLY LINE OF PARCEL 19; THENCE SOUTH 15 DEGREES 55 MINUTES 24 SECONDS EAST ALONG SAID EASTERLY LINE 142.32 FEET; THENCE SOUTH 74 DEGREES 10 MINUTES 16 SECONDS WEST 333.68 FEET; THENCE SOUTH 65 DEGREES 59 MINUTES 52 SECONDS WEST 18.55 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 46.00 FEET; THENCE SOUTH 59 DEGREES 04 MINUTES 38 SECONDS WEST 128.01 FEET; THENCE NORTH 30 DEGREES 55 MINUTES 22 SECONDS WEST 36.52 FEET; THENCE SOUTH 59 DEGREES 04 MINUTES 38 SECONDS WEST 5.32 FEET; THENCE NORTH 30 DEGREES 47 MINUTES 11 SECONDS WEST 16.31 FEET; THENCE SOUTH 59 DEGREES 24 MINUTES 08 SECONDS WEST 20.13 FEET TO THE WESTERLY LINE OF PARCEL 18; THENCE NORTH 30 DEGREES 55 MINUTES 24 SECONDS WEST ALONG SAID WESTERLY LINE 63.13 FEET; THENCE NORTH 58 DEGREES 46 MINUTES 23 SECONDS EAST 20.12 FEET; THENCE NORTH 30 DEGREES 44 MINUTES 48 SECONDS WEST 28.42 FEET; THENCE NORTH 59 DEGREES 06 MINUTES 07 SECONDS EAST 5.36 FEET; THENCE NORTH 30 DEGREES 53 MINUTES 53 SECONDS WEST 29.08 FEET; THENCE NORTH 59 DEGREES 06 MINUTES 07 SECONDS EAST 5.23 FEET; THENCE NORTH 30 DEGREES 53 MINUTES 53 SECONDS WEST 35.07 FEET; THENCE NORTH 59 DEGREES 05 MINUTES 09 SECONDS EAST 97.27 FEET; THENCE NORTH 74 DEGREES 10 MINUTES 16 SECONDS EAST 242.50 FEET TO THE POINT OF BEGINNING.

PARCEL 2: TOGETHER WITH THAT NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, CONSTITUTING RIGHTS IN REAL PROPERTY, AS CREATED, DEFINED

AND LIMITED BY THAT CERTAIN NORTHFIELD SQUARE OPERATING AGREEMENT, BY AND AMONG NORTHFIELD CENTER LIMITED PARTNERSHIP AN ILLINOIS LIMITED PARTNERSHIP, J.C .PENNEY PROPERTIES, INC., A DELAWARE CORPORATION, CPS REALTY PARTNERSHIP, AN ILLINOIS GENERAL PARTNERSHIP AND VENTURE STORES, INC., A DELAWARE CORPORATION, DATED AUGUST 29, 1990 AND RECORDED SEPTEMBER 11, 1990 AS DOCUMENT NUMBER 90-10674 OVER PARCEL 1 AND THE FOLLOWING DESCRIBED LAND:

PARCELS 8, 9, 9A AND 10 OF NORTHFIELD SQUARE RESUBDIVISION, RECORDED JANUARY 31, 1990 AS DOCUMENT NUMBER 90-01091, A RESUBDIVISION OF NORTHFIELD SQUARE, IN SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF A TRACT OF LAND IN THE EAST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY ILLINOIS.

PARCEL 3: TOGETHER WITH THAT EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, CONSTITUTING RIGHTS IN REAL PROPERTY, AS CREATED, DEFINED AND LIMITED BY THAT CERTAIN RESTRICTIONS AGREEMENT BY AND BETWEEN VILLAGE OF BRADLEY, ILLINOIS, A UNIT OF LOCAL GOVERNMENT AND NORTHFIELD CENTER LIMITED PARTNERSHIP, DATED AUGUST 29, 1990 AND RECORDED SEPTEMBER 11, 1990 AS DOCUMENT NUMBER 90-10669, TO INSTALL, ERECT, MAINTAIN, REPAIR, OPERATE AND REMOVE LIGHTING FIXTURES, STANDARDS AND EQUIPMENT AND ALL UTILITY SYSTEMS AND FACILITIES INCIDENTAL THERETO OVER THE FOLLOWING DESCRIBED LAND:

PARCELS 2, 3, 4, 5 AND 6 OF NORTHFIELD SQUARE RESUBDIVISION, RECORDED JANUARY 31, 1990 AS DOCUMENT NUMBER 90-01091, A RESUBDIVISION OF NORTHFIELD SQUARE, IN SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF A TRACT OF LAND IN THE EAST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS.

PARCEL 4: TOGETHER WITH THOSE RIGHTS AND EASEMENTS CONSTITUTING RIGHTS IN REAL PROPERTY CREATED DEFINED AND LIMITED BY THAT CERTAIN PERIPHERAL PROPERTY DECLARATION OF RESTRICTIONS BY AND BETWEEN NORTHFIELD CENTER LIMITED PARTNERSHIP AN ILLINOIS LIMITED PARTNERSHIP, NORTHFIELD CENTER ASSOCIATES, DEBARTOLO-BRADLEY ASSOCIATES, ANTONIA-BRADLEY LIMITED PARTNERSHIP, THE DEVELOPER, CPS REALTY PARTNERSHIP, AN ILLINOIS GENERAL PARTNERSHIP AND NORTHFIELD CENTER PERIPHERAL, AN ILLINOIS GENERAL PARTNERSHIP, DATED AUGUST 6, 1990 AND RECORDED SEPTEMBER 11, 1990 AS DOCUMENT NUMBER 90-10675, OF THE OFFICE OF THE RECORDER OF DEEDS, KANKAKEE COUNTY, ILLINOIS.

EXHIBIT B
THE LEASES

Suite ID	TENANT/LICENSEE	GLA	Type	
102	Sapphire Luxury Furniture	2,222	Inline	License
110	Body Relax Massage	816	Inline	License
114	Rapid Assembly	1,591	Inline	License
138	Steffies Events & More	5,881	Inline	License
142	Beautifully Bundt	786	Inline	License
146	BENG	700	Inline	License
164	Essential Smoothies	980	Inline	License
220	Mitanette Cooper Auctions	3,219	Inline	License
230	Simply Unique Beauty Bar	1,250	Inline	License
306	Sweet Darren's	864	Inline	License
318	Jimmy Holmes Clothing	2,367	Inline	License
330	Miss Bri's Photography	2,556	Inline	License
340	Kalmese Fitness	4,350	Inline	License
354A	The Ripple Effect Healing Arts	5,549	Inline	License
374	Andrae Reves	3,786	Inline	License
412	OTW	6,099	Inline	License
418A	Retro City Collectables	3,200	Inline	License
420	The Merry Memory Company	2,465	Inline	License
424A	Craft N Things	4,000	Inline	License
424B	Blossom Custom Arts	3,570	Inline	License
448A	Hibbett Sports	5,799	Inline	Lease
448B	Retro City Collectables	1,632	Inline	License
466	Community Arts Center	1,273	Inline	License
474	Barrels N Bins	1,057	Inline	License
486	Envisions Services Unlimited	5,546	Inline	License
540	Head to Toe Exclusives	1,078	Inline	License
614	GNC Live Well	1,593	Inline	Lease
628	Win Win Situation	1,073	Inline	License
636	Luxury Skin Spa	1,073	Inline	License
654A	KanSai Japanese Restaurant	5,744	Inline	Lease
662	Switch it up Gaming Lounge	2,045	Inline	License
668	Premium Barber Lounge	800	Inline	License
674	Cakes & Goodies	987	Inline	License
694	The Merry Memory Company	2,944	Inline	License
710	Finish Line	5,978	Inline	Lease
724	Switch It Up Gaming	6,035	Inline	License
756	Timeless Entertainment Video Games & Collectibles	1,977	Inline	License
790	Pampered By Christian	1,623	Inline	License
100	Spirit Halloween	61,665	Anchor	License
	Blue Outdoor Media, LLC			Lease
	Relax and Recharge			License

EXHIBIT C

TANGIBLE PERSONAL PROPERTY

The tangible personal property being sold, transferred, and conveyed from Seller to Buyer in connection with this Agreement include, without limitation, any and all of the following as are located and/or found on the Land as of the Effective Date of this Agreement:

- Any and all golf carts.
- Any and all plow attachments and associated equipment.
- Any and all salt spreaders and associated equipment.
- Any and all walk-behind floor scrubbers.
- Any and all computers, computer servers, and related equipment and devices.
- Any and all facility sound system and PA equipment and components.
- Any and all IT and networking equipment and components.

EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is entered into as of the _____ day of _____, 2024 (the "Effective Date") by and between, Northfield Square Mall Realty, LLC, Northfield CH, LLC, Northfield Nassim LLC (collectively, "Assignor"), and the Village of Bradley, an Illinois municipal corporation ("Assignee"), with reference to the following facts:

A. Pursuant to that certain Agreement of Sale dated _____, as amended from time to time, between Assignor, as seller, and Assignee, as purchaser (the "Purchase Agreement"), Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor, that certain improved real property located at 1600 N. State Route 50, in the Village of Bradley, County of Kankakee, State of Illinois , and being more particularly described on Exhibit A attached hereto and incorporated herein (the "Subject Property").

B. Assignor has previously entered into those certain leases, license agreements, and other occupancy agreements affecting the Property as more particularly set forth on Exhibit B hereto (collectively the "Lease" or "Leases").

C. Assignor now desires to assign and transfer to Assignee, and Assignee desires to accept and assume, all of Assignor's right, title, interest and obligations in, to and under the Leases.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties provided for herein, the parties do hereby agree as follows:

1. Assignor's Representations. Assignor hereby represents and warrants to Assignee as follows:

a. Assignor has full power and authority to execute and deliver this Assignment and perform its obligations hereunder, and the execution, delivery and performance of this Assignment and all documents contemplated hereby are and have been duly authorized by all necessary action on the part of Assignor and any other necessary party and constitutes the valid and legally binding assignment of Assignor's rights, title, interest, and obligation in, to, and under the Leases, as set forth herein.

b. This Assignment is and shall be fully enforceable in accordance with the terms hereof; and

c. Assignor has not received any notice of violation related to any breach by Assignor of any provision of any of the Leases prior to the Closing Date, and Assignor is not, to its actual knowledge, as defined in the Purchase Agreement, aware of any presently existing circumstances that are likely to result in or cause any such breach.

d. To Assignors actual knowledge, the Leases are current, effective, and enforceable, and Assignor has not issued notices of default to any tenant, licensee, or other occupant that is a party to any such Lease.

e. To Assignors actual knowledge, (i) there are no written leases, licenses, or other arrangements concerning the occupancy and use of the Subject Property other than the Leases identified on Exhibit B, and (ii) no third party, other than the other parties to the Leases, has any right of possession or use concerning any part of the Subject Property.

2. To Assignors actual knowledge, all of Assignor's representations and warranties made in connection with this Assignment, as set out above are true, accurate, and complete as of the Effective Date

and shall continue to be true, accurate, and complete on the Closing Date for the Subject Property as set out in the Purchase Agreement in all material respects; and (ii) shall survive the execution, delivery, and performance hereof for a period of one hundred eighty (180) days following the Closing Date.

3. Assignment. Assignor hereby grants, sells, assigns, and transfers to Assignee all of Assignor's right, title, interest, and obligations in, to and under each and every one of the Leases.

4. Assumption. Assignee hereby accepts the foregoing assignment and assumes all covenants, agreements, and obligations of Assignor, as landlord, under each and every one of the Leases on and after the Closing Date.

5. Responsibility for Obligations. Assignor is and shall remain solely responsible for any and all of its obligations arising under any of the Leases prior to the Closing Date. Assignor hereby agrees to defend, indemnify, and hold Assignee harmless from and against all claims, causes of action, proceedings, losses, damages, and costs (including without limitation reasonable attorney's fees and costs) arising from any such obligation of Assignee that first arises prior to the Closing Date. Assignee is and shall remain solely responsible for any and all of its obligations arising under any of the Leases on or after the Closing Date. Assignee hereby agrees to defend, indemnify, and hold Assignor harmless from and against all claims, causes of action, proceedings, losses, damages, and costs (including without limitation reasonable attorney's fees and costs) first arising or accruing on or after the Closing Date. .

6. Controlling Law; Exclusive Jurisdiction. This Assignment has been made and entered into under the laws of the state of Illinois without the application of any conflicts of laws principles. Further, the Parties, to the fullest extent permitted by law, hereby knowingly, willingly, intentionally, and voluntarily submit to the exclusive personal and subject matter jurisdiction of the Circuit Court for the Twenty-First Judicial Circuit, Kankakee County, Illinois. As such, the Parties hereby waive and forfeit their right to challenge jurisdiction and venue over any such dispute in said court, including but not limited to their ability to file motions to dismiss on jurisdictional grounds, to file for any change of venue, including but not limited to a motion forum *non conveniens*, and to file any motion seeking removal to federal court.

7. Enforcement. In the event of any litigation arising from or in connection with this Assignment, other than a lawsuit to enforce either party's obligations of defense and indemnity, each of the Parties shall be solely responsible for its own court costs and attorney's fees. In the event of any litigation brought by either party to enforce the defense and indemnity obligations of the other party, the non-prevailing party shall pay the reasonable attorneys' fees and expenses of the prevailing party.

8. Power and Authority. Assignor and Assignee each warrant and represent to the other that each person signing this Assignment has the power and authority to execute and deliver same on behalf of the entity or party for whom he is signing.

9. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

10. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic image or facsimile of any executed counterpart is as binding as an original signature.

11. Entire Agreement, Modification. This Assignment constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements between the Parties with respect to the assignment of the Leases. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth in this Assignment, and that no modification of this Assignment and no waiver of any of its terms and conditions shall be effective unless it is made in writing and duly executed by both Parties.

12. Severability. This Assignment is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any of the provisions of this Assignment or the application thereof to any person or circumstances shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

[signatures on the following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:

Northfield Square Mall Realty LLC, an Illinois limited liability company

By:_____
Name: Igal Namdar
Title: Authorized Signatory

Date:_____

Northfield CH LLC, an Illinois limited liability company

By:_____
Name: Matin Hakimi
Title: Authorized Signatory

Date:_____

Northfield Nassim LLC, an Illinois limited liability company

By:_____
Name: Elliot Nassim
Title: Authorized Signatory

Date:_____

ASSIGNEE:

Village of Bradley

By: Michael Watson
Name: Michael M. Watson
Title: Village President

Date: 11-25-2024

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

PARCEL 1: PARCELS 7, 7A, 18, 18A, 18B, 19 AND 20 OF NORTHFIELD SQUARE RESUBDIVISION RECORDED JANUARY 31, 1990, AS DOCUMENT NUMBER 90-01091, A RESUBDIVISION OF NORTHFIELD SQUARE, IN SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF A TRACT OF LAND IN THE EAST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF PARCEL 18 & PART OF PARCEL 19 NORTHFIELD SQUARE RESUBDIVISION, BEING A RESUBDIVISION OF NORTHFIELD SQUARE, BEING A PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND PART OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER, IN SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THIRD PRINCIPAL MERIDIAN, KANKAKEE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 19; THENCE SOUTH 00 DEGREES 54 MINUTES 09 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL 19, 286.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 74 DEGREES 10 MINUTES 16 SECONDS EAST 179.70 FEET; THENCE SOUTH 15 DEGREES 53 MINUTES 18 SECONDS EAST 62.52 FEET; THENCE NORTH 74 DEGREES 10 MINUTES 16 SECONDS EAST 52.60 FEET TO THE EASTERLY LINE OF PARCEL 19; THENCE SOUTH 15 DEGREES 55 MINUTES 24 SECONDS EAST ALONG SAID EASTERLY LINE 142.32 FEET; THENCE SOUTH 74 DEGREES 10 MINUTES 16 SECONDS WEST 333.68 FEET; THENCE SOUTH 65 DEGREES 59 MINUTES 52 SECONDS WEST 18.55 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 46.00 FEET; THENCE SOUTH 59 DEGREES 04 MINUTES 38 SECONDS WEST 128.01 FEET; THENCE NORTH 30 DEGREES 55 MINUTES 22 SECONDS WEST 36.52 FEET; THENCE SOUTH 59 DEGREES 04 MINUTES 38 SECONDS WEST 5.32 FEET; THENCE NORTH 30 DEGREES 47 MINUTES 11 SECONDS WEST 16.31 FEET; THENCE SOUTH 59 DEGREES 24 MINUTES 08 SECONDS WEST 20.13 FEET TO THE WESTERLY LINE OF PARCEL 18; THENCE NORTH 30 DEGREES 55 MINUTES 24 SECONDS WEST ALONG SAID WESTERLY LINE 63.13 FEET; THENCE NORTH 58 DEGREES 46 MINUTES 23 SECONDS EAST 20.12 FEET; THENCE NORTH 30 DEGREES 44 MINUTES 48 SECONDS WEST 28.42 FEET; THENCE NORTH 59 DEGREES 06 MINUTES 07 SECONDS EAST 5.36 FEET; THENCE NORTH 30 DEGREES 53 MINUTES 53 SECONDS WEST 29.08 FEET; THENCE NORTH 59 DEGREES 06 MINUTES 07 SECONDS EAST 5.23 FEET; THENCE NORTH 30 DEGREES 53 MINUTES 53 SECONDS WEST 35.07 FEET; THENCE NORTH 59 DEGREES 05 MINUTES 09 SECONDS EAST 97.27 FEET; THENCE NORTH 74 DEGREES 10 MINUTES 16 SECONDS EAST 242.50 FEET TO THE POINT OF BEGINNING.

PARCEL 2: TOGETHER WITH THAT NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, CONSTITUTING RIGHTS IN REAL PROPERTY, AS CREATED, DEFINED AND LIMITED BY THAT CERTAIN NORTHFIELD SQUARE OPERATING AGREEMENT, BY AND AMONG NORTHFIELD CENTER LIMITED PARTNERSHIP AN ILLINOIS LIMITED PARTNERSHIP, J.C .PENNEY PROPERTIES, INC., A DELAWARE CORPORATION, CPS REALTY PARTNERSHIP, AN ILLINOIS GENERAL PARTNERSHIP AND VENTURE STORES, INC., A DELAWARE CORPORATION, DATED AUGUST 29, 1990 AND RECORDED SEPTEMBER 11, 1990 AS DOCUMENT NUMBER 90-10674 OVER PARCEL 1 AND THE FOLLOWING DESCRIBED LAND:

PARCELS 8, 9, 9A AND 10 OF NORTHFIELD SQUARE RESUBDIVISION, RECORDED JANUARY 31, 1990 AS DOCUMENT NUMBER 90-01091, A RESUBDIVISION OF NORTHFIELD SQUARE, IN SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF A TRACT OF LAND IN THE EAST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY ILLINOIS.

PARCEL 3: TOGETHER WITH THAT EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, CONSTITUTING RIGHTS IN REAL PROPERTY, AS CREATED, DEFINED AND LIMITED BY THAT CERTAIN RESTRICTIONS AGREEMENT BY AND BETWEEN VILLAGE OF BRADLEY, ILLINOIS, A UNIT OF LOCAL GOVERNMENT AND NORTHFIELD CENTER LIMITED PARTNERSHIP, DATED AUGUST 29, 1990 AND RECORDED SEPTEMBER 11, 1990 AS DOCUMENT NUMBER 90-10669, TO INSTALL, ERECT, MAINTAIN, REPAIR, OPERATE AND REMOVE LIGHTING FIXTURES, STANDARDS AND EQUIPMENT AND ALL UTILITY SYSTEMS AND FACILITIES INCIDENTAL THERETO OVER THE FOLLOWING DESCRIBED LAND:

PARCELS 2, 3, 4, 5 AND 6 OF NORTHFIELD SQUARE RESUBDIVISION, RECORDED JANUARY 31, 1990 AS DOCUMENT NUMBER 90-01091, A RESUBDIVISION OF NORTHFIELD SQUARE, IN SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF A TRACT OF LAND IN THE EAST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS.

PARCEL 4: TOGETHER WITH THOSE RIGHTS AND EASEMENTS CONSTITUTING RIGHTS IN REAL PROPERTY CREATED DEFINED AND LIMITED BY THAT CERTAIN PERIPHERAL PROPERTY DECLARATION OF RESTRICTIONS BY AND BETWEEN NORTHFIELD CENTER LIMITED PARTNERSHIP AN ILLINOIS LIMITED PARTNERSHIP, NORTHFIELD CENTER ASSOCIATES, DEBARTOLO-BRADLEY ASSOCIATES, ANTONIA-BRADLEY LIMITED PARTNERSHIP, THE DEVELOPER, CPS REALTY PARTNERSHIP, AN ILLINOIS GENERAL PARTNERSHIP AND NORTHFIELD CENTER PERIPHERAL, AN ILLINOIS GENERAL PARTNERSHIP, DATED AUGUST 6, 1990 AND RECORDED SEPTEMBER 11, 1990 AS DOCUMENT NUMBER 90-10675, OF THE OFFICE OF THE RECORDER OF DEEDS, KANKAKEE COUNTY, ILLINOIS.

EXHIBIT B

The Leases

Suite ID	TENANT/LICENSEE	GLA	Type	
102	Sapphire Luxury Furniture	2,222	Inline	License
110	Body Relax Massage	816	Inline	License
114	Rapid Assembly	1,591	Inline	License
138	Steffies Events & More	5,881	Inline	License
142	Beautifully Bundt	786	Inline	License
146	BENG	700	Inline	License
164	Essential Smoothies	980	Inline	License
220	Mitanette Cooper Auctions	3,219	Inline	License
230	Simply Unique Beauty Bar	1,250	Inline	License
306	Sweet Darren's	864	Inline	License
318	Jimmy Holmes Clothing	2,367	Inline	License
330	Miss Bri's Photography	2,556	Inline	License
340	Kalmese Fitness	4,350	Inline	License
354A	The Ripple Effect Healing Arts	5,549	Inline	License
374	Andrae Reves	3,786	Inline	License
412	OTW	6,099	Inline	License
418A	Retro City Collectables	3,200	Inline	License
420	The Merry Memory Company	2,465	Inline	License
424A	Craft N Things	4,000	Inline	License
424B	Blossom Custom Arts	3,570	Inline	License
448A	Hibbett Sports	5,799	Inline	Lease
448B	Retro City Collectables	1,632	Inline	License
466	Community Arts Center	1,273	Inline	License
474	Barrels N Bins	1,057	Inline	License
486	Envisions Services Unlimited	5,546	Inline	License
540	Head to Toe Exclusives	1,078	Inline	License
614	GNC Live Well	1,593	Inline	Lease
628	Win Win Situation	1,073	Inline	License
636	Luxury Skin Spa	1,073	Inline	License
654A	KanSai Japanese Restaurant	5,744	Inline	Lease
662	Switch it up Gaming Lounge	2,045	Inline	License
668	Premium Barber Lounge	800	Inline	License
674	Cakes & Goodies	987	Inline	License
694	The Merry Memory Company	2,944	Inline	License
710	Finish Line	5,978	Inline	Lease
724	Switch It Up Gaming	6,035	Inline	License
756	Timeless Entertainment Video Games & Collectibles	1,977	Inline	License
790	Pampered By Christian	1,623	Inline	License
100	Spirit Halloween	61,665	Anchor	License
	Blue Outdoor Media, LLC			Lease
	Relax and Recharge			License