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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

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COVER SHEET FOR RECORDING PURPOSES

VILLAGE OF TINLEY PARK

RESOLUTION NO. 2020-R-085

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX
INCREMENT FINANCING REDEVELOPMENT AGREEMENT
WITHIN THE 159TH AND HARLEM TIF DISTRICT (BRIXMOR –
TINLEY PARK PLAZA SHOPPING CENTER LOCATED AT 15903-
16205 HARLEM AVENUE)**

PINS:

28-19-100-057-0000

28-19-100-058-0000

Prepared By &

Return To: Laura Godette

Village of Tinley Park

16250 S. Oak Park Avenue

Tinley Park, IL 60477

RECORDING FEE

88.00

DATE

COPIES

OK BY

6
[Signature]

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of TINLEY PARK, Counties of Cook and Will, and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-085: **"A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND HARLEM TIF DISTRICT (BRIXMOR - TINLEY PARK PLAZA SHOPPING CENTER LOCATED AT 15903-16205 HARLEM AVENUE),"** which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 15, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of September, 2020.


KRISTIN A. THIRION, VILLAGE CLERK



THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-085

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT
FINANCING REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND HARLEM
TIF DISTRICT (BRIXMOR - TINLEY PARK PLAZA SHOPPING CENTER LOCATED
AT 15903-16205 HARLEM AVENUE)**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL G. MUELLER
Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, and Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

**RESOLUTION
NO. 2020-R-085**

VILLAGE OF TINLEY PARK
Cook and Will Counties, Illinois

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT
FINANCING REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND HARLEM
TIF DISTRICT (BRIXMOR - TINLEY PARK PLAZA SHOPPING CENTER LOCATED
AT 15903-16205 HARLEM AVENUE)**

WHEREAS, the Village of Tinley Park ("Village"), is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the "*Home Rule Powers*"); and

WHEREAS, the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (hereinafter referred to as the "TIF Act"), authorizes the Village to establish Tax Increment Financing Districts in qualify under the eligibility requirements set forth by the TIF Act; and

WHEREAS, Tax Increment Financing Districts are economic development tools that spur development, redevelopment, and further enhance designated areas of the Village through an approved development/redevelopment plan and project (hereinafter referred to as the "TIF Plan"); and

WHEREAS, on August 18, 2020, the Village approved the creation of the 159th and Harlem TIF District and the TIF Plan for said district contains an eligibility study of the area proposed for designation as the redevelopment project area for the 252-acre district; and

WHEREAS, the TIF Plan sets forth the conditions in the Redevelopment Project Area qualifying the Redevelopment Project Area as a "blighted area," and the President and Board of Trustees of the Village have reviewed testimony concerning said conditions presented at the Public Hearing and are generally informed of the conditions causing the Redevelopment Project Area to qualify as a "blighted area," as said term is defined in Section 5/11-74.4-3 of the TIF Act (65 ILCS 5/11-74.4-3); and

WHEREAS, Tinley Park Plaza (hereinafter referred to as the “The Center”) resides within the boundaries set forth for the 159th and Harlem TIF District located at 15903-16205 Harlem Avenue,

WHEREAS, the Center began development in 1974, with expansions, renovations, and improvements added between 1988 and 2016; and

WHEREAS, the Center has been experiencing vacancies within the center which are detrimental to the success of the shopping center and its retailers; and

WHEREAS, due to the changing needs and requirements of the retail marketplace, the owners of the shopping center have had success in filling newer renovated spaces, but are finding the older tenant spaces more challenging to reoccupy; and

WHEREAS, the Center can be expected to continue to experience increasing vacancies unless additional actions are taken; and

WHEREAS, if actions are not taken, the reduced occupancy of the shopping center will likely adversely affect other retail activities in the vicinity; and

WHEREAS, the Village understands that the continued positive operation of the shopping center depends on the success of its retail occupants, which requires periodic reinvestments into the property to enhance and modernize the property so that it continues to address the needs of its retailers; and

WHEREAS, the owners of the center, Brixmor IA Tinley Park Plaza, LLC (“Brixmor”), have developed a plan of renovations and redevelopment that is expected to improve the shopping center to allow it to remain successful and viable; and

WHEREAS, but for additional financial assistance, the owners are unable to execute the planned renovations and redevelopments vital for the continued success of the shopping center; and

WHEREAS, the improvements needed can be accomplished through a public/private partnership to share in the funds generated by the redevelopment of the shopping center and said funds can be reinvested back into the shopping center to further revitalize the center.

WHEREAS, the Village is willing to share in certain incremental revenues to aid the owners in their desired redevelopment plan; and

WHEREAS, the Village and owners have reached an agreement on the terms and conditions of such financial assistance; and

WHEREAS, said Agreement provides certain incentives to Brixmor for said project, conditioned on the successful completion of the planned renovations, and if Brixmor adheres to the terms and conditions prescribed in the Agreement; and

WHEREAS, it is the Village desire to reduce blight, stabilize the tax base, increase revenue sources other than property taxes, and expand employment opportunities throughout the Village through the execution of the Agreement; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to enter into said Agreement with Brixmor IA Tinley Park, LLC.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1. *Incorporation of Recitals.*

The above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. *Adopt Incentive Agreement.*

That the President and Board of Trustees hereby approve said Agreement with Brixmor IA Tinley Park Plaza, LLC pertaining to the redevelopment of the Tinley Park Plaza shopping center, substantially in the form attached hereto as **EXHIBIT 1**; and the Village President and Village Clerk are hereby authorized to execute said Agreement, subject to review and revision as to form by the Village Attorney.

Section 3. *Superseder.*

Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

Section 4. *Effective Date.*

This Resolution shall be in full force and effect following its passage and approval as provided by law.

PASSED this 15th day of September, 2020 on a roll call vote as follow:

AYES: Brady, Brennan, Galante, Mueller

NAYS: Berg, Glotz

ABSENT: None

APPROVED this 15th day of September, 2020, by the President of the Village of Tinley Park.


Village President

ATTEST:


Village Clerk

EXHIBIT 1

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT (TINLEY PARK PLAZA PHASE I PROJECT)

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

**VILLAGE OF TINLEY PARK
TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENT
(TINLEY PARK PLAZA PHASE I PROJECT)**

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this 15th day of September, 2020 (the "Effective Date"), by and between the VILLAGE OF TINLEY PARK, an Illinois municipal corporation (the "Village") and BRIXMOR IA TINLEY PARK PLAZA, LLC, a Delaware limited liability company (the "Developer"), (the Village and Developer are hereinafter sometimes collectively referred to as the "Parties," and individually as a "Party", as the context may require).

W I T N E S E T H:

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as amended from time to time (65 ILCS 5/11-74.4-1 et seq.) (the "Act"), the Village has undertaken a program to redevelop certain property within the Village which is generally bounded as follows: 159th Street on the north (except for certain parcels west of Oak Park Avenue and north of 159th Street), the northern boundary of Siemsen Meadows (165th Street, extended) on the south, Oak Park Avenue on the east, and Olcott Avenue on the west (the "Redevelopment Project Area"). The Redevelopment Project Area is legally described and depicted in Exhibit A attached hereto and made apart hereof; and

WHEREAS, on August 18, 2020, the President and Board of Trustees (the "Corporate Authorities") of the Village, after giving all necessary notices and conducting all necessary meetings and public hearings required by the Act, adopted the following ordinances (collectively the "TIF Ordinances"): (A) Ordinance No. 2020-O-44: An Ordinance Designating the Tax Increment Redevelopment Project Area; (B) Ordinance No. 2020-O-45: An Ordinance Approving

the 159th and Harlem Redevelopment Plan and Redevelopment Project; and (C) Ordinance No. 2020-O-46: An Ordinance Adopting Tax Increment Financing; and

WHEREAS, the Developer is the fee title holder of the property legally described and depicted in Exhibit B attached hereto and made apart hereof; and

WHEREAS, the Property is located within the boundaries of the Redevelopment Project Area; and

WHEREAS, the Property is currently improved with an out of date, underperforming shopping center which was originally built in approximately 1974 and which currently consists of approximately 248,000 square feet of retail space and outparcels (the “Shopping Center”); and

WHEREAS, approximately 85,000 square feet of the Shopping Center are vacant today. An additional 39,000 square feet, currently occupied by a grocery tenant, will become vacant in early to mid-2021.

WHEREAS, faced with significant existing and prospective vacancies, the Developer proposes to undertake a major capital investment in the Property and the Shopping Center, including the demolition of approximately 87,000 square feet of existing buildings on roughly the north half of the Shopping Center, the construction of the core and shell of new retail space to accommodate (A) an approximately 38,500 square foot grocery tenant (the “Grocery Tenant”) and an approximately 25,000 square foot retail tenant (the “Retail Tenant”) and (B) certain general improvements to the northern half of the Shopping Center (including façade, landscaping, parking lot upgrades and rehabilitation and signage) (the “Project”); and

WHEREAS, in addition to the Project, the Developer anticipates undertaking additional work on the north half of the Shopper Center including, but not limited to, build out of new tenant

space, rehabilitation of existing tenant space and general improvements to the overall Shopping Center within 48 months of the Effective Date (the “Additional Work”).

WHEREAS, the Village has approved preliminary site, engineering and landscape plans as part of a planned unit development (the “Project Plans”) for the Project, and the Project Plans, as may be amended from time to time, are attached hereto as Exhibit C; and

WHEREAS, the Developer has estimated that the hard and soft costs for the Project and the Additional Work are approximately \$21.9 million (the “Project Budget”) as set forth on Exhibit D attached hereto; and

WHEREAS, to facilitate the development and construction of the Project and the Additional Work and subject to and in accordance with the terms of this Agreement, the Village has agreed to reimburse the Developer for certain Project and Additional Work costs solely from Available Incremental Taxes and Incremental Sales Taxes, as those terms are defined below; and

WHEREAS, the Developer has agreed to develop and construct the Project and, as needed, complete the Additional Work, in accordance with this Agreement, all Village codes, ordinances and regulations (except to the extent the Village has granted relief therefrom), as applicable to the Project Plans, and all other governmental authorities having jurisdiction over the Property and the Project; and

WHEREAS, the Developer represents and warrants to the Village, and the Village finds that, but for the financial assistance to be provided by the Village to the Developer pursuant to this Agreement, the Project, together with the Additional Work, would not be economically viable and, concomitantly, it is not reasonably anticipated that the Developer would develop and construct the Project and undertake the Additional Work as contemplated; and

WHEREAS, this Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, and the Corporate Authorities and the Developer have taken all actions required to be taken prior to approval and execution of this Agreement in order to make the same binding upon the Village and the Developer according to the terms hereof; and

WHEREAS, the Corporate Authorities of the Village, after due and careful consideration, have concluded that (A) the Developer meets high standards of creditworthiness on the basis it will deploy its own capital to finance the Project (B) the development and construction of the Project as provided herein will increase occupancy at the Shopping Center where the buildings have been significantly underutilized for more than one year, further the growth of the Village, facilitate the redevelopment of a portion of the Redevelopment Project Area, improve the environment of the Village, increase the assessed valuation of the real estate situated within the Village, increase sales tax revenue, foster increased economic activity within the Village's commercial sectors, increase employment opportunities within the Village by creating and retaining jobs, improve the retail base of the Village and attract new tenants to the Shopping Center and other retail properties in the Village, is in the best interest of the Village, and is otherwise in the best interests of the Village by furthering the health, safety, morals and welfare of its residents and taxpayers; and (C) without the financial assistance contemplated by this Agreement, the Project would not be feasible; and

WHEREAS, pursuant to its Authority under (A) the Act; (B) its home rule powers under the Article VII, Section 6 of the Illinois Constitution; and (C) Economic Development Act of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5 pertaining to economic incentive agreements, the Village wishes to enter into this Agreement with the Developer.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Developer do hereby agree as follows:

ARTICLE I RECITALS PART OF THE AGREEMENT

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II DEVELOPER OBLIGATIONS

2.1 Developer Obligations and Agreements. In consideration of the substantial commitment of the Village to the redevelopment of the Redevelopment Project Area pursuant to the TIF Ordinances and its commitments contained in this Agreement, the Developer shall fulfill, or has fulfilled, the following obligations:

- A. The Developer shall construct the Project substantially in accordance with the Project Plans, and the Developer shall use commercially reasonable efforts to complete the Project on or before December 31, 2021, subject to any Force Majeure Delays (as defined below) and extraordinary construction delays; provided, however, that if Developer has not commenced construction of the Project on or before June 31, 2021, the either Party shall have the right to terminate this Agreement. The Developer shall use commercially reasonable efforts to complete the Additional Work on or before December 31, 2024 (the "Outside Additional Work Date").

- B. The Developer has advanced, shall hereafter advance, or shall cause other parties to advance the funds necessary to construct and complete the Project and the Additional Work.
- C. The Developer has secured, or shall hereafter secure or cause to be secured, all required permits, entitlements, authorizations and approvals necessary or required to construct and complete the Project and the Additional Work.
- D. In the event a claim is made against the Village, its officers, officials, agents and employees or any of them, or if the Village, its officers, officials, agents and employees or any of them (the “Indemnified Party” or “Indemnified Parties”), is made a party-defendant in any proceeding arising out of or in connection with the Developer’s construction, operation, duties, obligations and responsibilities under the terms of this Agreement, the Project or the Additional Work including, but not limited to, any claim or cause of action concerning construction of the Project or Additional Work and, matters pertaining to hazardous materials and other environmental matters in existence as of the date of this Agreement, to the extent permitted by law, the Developer shall indemnify, defend and hold harmless the Indemnified Parties, or any Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney’s fees, in connection therewith (collectively, “Losses”); provided, however, that to the extent that any Losses are caused by the negligence, fraud or willful misconduct of one or more Indemnified Parties, the Developer shall have no obligation to indemnify such Indemnified Parties for any such

Losses. Any such Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Developer shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Indemnified Parties, or any of them, as the case may be, provided that neither the Village nor any of the other Indemnified Parties shall be required to contribute to such settlement except to the extent that Losses that are the subject of the settlement are caused by the negligence, fraud or willful misconduct of an Indemnified Party.

- E. Notwithstanding anything herein to the contrary, none of the Indemnified Parties shall not be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that, except where due to the negligence, fraud or willful misconduct of one or more of the Indemnified Parties, all or any part of the Act, or any of the TIF Ordinances or other ordinances of the Village adopted in connection with either the Act or this Agreement, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the Village is prevented from performing any of the covenants and agreements herein or the Developer is prevented from

enjoying the rights and privileges hereof; provided that nothing in this Section 2.1.E shall limit otherwise permissible claims by the Developer against the Village or actions by the Developer seeking specific performance of this Agreement or payment of amounts due in the event of a breach of this Agreement by the Village.

- F. Upon reasonable notice, the Village Manager, or his designee, shall have access to all portions of the Project while it is under construction during normal business hours for the purpose of determining compliance with this Agreement, applicable laws and applicable regulations; provided, however, that any such person(s) shall comply with all construction site rules and regulations while such person(s) is on or near the Property. Additionally, the Developer shall keep and maintain detailed accountings of expenditures demonstrating the total actual costs of the Developer's Project and Additional Work costs. All such books, records and other documents, including but not limited to the general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, and documentation evidencing that the Developer has incurred and paid any expense for which reimbursement as the Developer's Project and Additional Work costs, including Redevelopment Project Costs, is sought by Developer hereunder shall be made available in electronic format for inspection, copying, audit and examination by an authorized representative of the Village for a period of one (1) year after issuance of the Certificate of Completion (as defined

below). The Village shall treat all such information as confidential business materials, the disclosure of which would cause the Developer competitive harm. As such, the Village shall not disclose any such information pursuant to a Freedom of Information Act request unless compelled to by the Attorney General or a court of competent jurisdiction.

- G. The Developer shall cooperate with the Village and provide the Village with the information in Developer's possession or control required and necessary under the Act to enable the Village to comply with the Act and its obligations under this Agreement.
- H. The Developer shall comply with the fair employment/affirmative action principles contemplated by the Act and the TIF Ordinances, and with all applicable federal, state and municipal regulations in connection with the construction of the Project.
- I. The Developer has furnished to the Village a Project Budget showing total costs for the Project and the Additional Work in the amount of \$21.9 million as set forth in Exhibit D. The Developer hereby certifies to the Village that the Project Budget is true, correct and complete, to the best of the Developer's knowledge, in all material respects.

2.2 Representations and Warranties About Ownership. The Developer represents, warrants and covenants that, to its knowledge, no member, official, officer, employee of the Village, or any commission or committee exercising authority over the Project or the Property, or any consultant hired by the Village or the Developer with respect thereto, owns or controls or has owned or controlled any interest, direct or indirect, in the Project or any portion of the Property,

or will own or control any interest in the Project, and that this Agreement will not violate Section 5/11-74.4-4(n) of the Act. Any representation or warranty made “to Seller’s actual knowledge” or similar terms shall not be deemed to imply any duty of inquiry. For purposes of this Section 2.2, “knowledge” shall mean and refer only to the actual knowledge of the Developer’s general counsel and shall not be construed to refer to the knowledge of any other member, partner, officer, director, agent, employee or representative of the Developer or any affiliate of the Developer.

2.3 **Disclosure.** In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the Parties, the Developer shall submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every member, shareholder, limited partner, or general partner entitled to receive more than 7 1/2% of the total distributable income of the Developer. The sworn affidavit shall be substantially similar to the one attached as Exhibit E, attached hereto and made a part of this Agreement.

ARTICLE III VILLAGE OBLIGATIONS

3.1 **Village Economic Assistance.** In consideration of the substantial commitment of the Developer to the development and construction of the Project and the undertaking of the Additional Work and in order to induce the Developer to undertake the Project and the Additional Work, the Village shall provide economic assistance to the Developer by reimbursing it for up to Nine Million Nine Hundred Thousand Dollars and No Cents (\$9,900,000) in Project and Additional Work costs, or fifty percent (50%) of the Actual Project Costs, as defined in Section 3.6(A) below, whichever is lesser (the “Maximum Reimbursement Amount”), by annual installment payments (the “Economic Assistance”). The Parties agree that based on the Additional Work Outside Completion Date, the Parties shall memorialize the Actual Project Costs for the

Project and the Additional Work on or before March 30, 2025. The Economic Assistance shall be comprised of Available Incremental Taxes, as defined in Section 3.2 below, and Incremental Sales Taxes, as defined in Section 3.3 below. The Maximum Reimbursement Amount shall be reimbursed, to the extent the Developer has incurred Redevelopment Project Costs, by Available Incremental Taxes, with the remainder, if any, to be reimbursed by Incremental Sales Taxes, subject to the limitations described in Section 3.3. By way of example:

Estimated Redevelopment Project Costs are \$8,100,000, with \$1,800,000 in addition Project Costs which will be reimbursed from Available Incremental Taxes, and other Project and Additional Work costs estimated to be \$1,800,000, which will be reimbursed from Incremental Sales Taxes. However, upon completion of the Project, actual Redevelopment Project Costs are \$7,200,000 and Actual Project Costs are \$16,500,000. Therefore, available Incremental Sales Taxes are recalculated to \$1,050,000 ($(\$16,500,000 \times .5) - \$7,200,000$). The Maximum Reimbursement Amount shall always be the lesser of (a) 50% of Actual Project Costs and (b) \$9.9 million.

3.2 Available Incremental Taxes. Following issuance of the Certificate of Expenditure, as defined below, the Village shall reimburse the Developer from Available Incremental Taxes generated during the Available Incremental Tax Term for Redevelopment Project Costs incurred by the Developer. The term “Available Incremental Taxes” shall mean one hundred percent (100%) of all net incremental ad valorem real property taxes received by the Village, if any, arising from the levies upon the Property attributable to the then current equalized assessed valuation of the Property over and above the initial equalized assessed value of the Property, all as determined pursuant to Section 5/11-74.4-8 of the Act and the TIF Ordinances. The Parties acknowledge that the initial equalized assessed value of the Property, as set forth in

the TIF Ordinances, is \$11,664,000 and such amount shall be the basis for determining incremental taxes; provided, however, that if the final equalized assessed value of the Property is greater than \$11,664,000 at the time the Developer commences the Project, then such greater assessed value shall be used for the determination of incremental taxes. Upon commencement of the Project, the Village shall provide written verification of the equalized assessed value of the Property to be used for the purposes of calculating incremental taxes. The term "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 5/11-74.4-3(q) of the Act which are eligible for reimbursement under the Act and which have been approved in the TIF Ordinances. The term "Available Incremental Tax Term" shall mean that 10-year period, commencing on the date identified in the Developer Notice, as defined below, and ending 10 years thereafter. Due to the uncertainty of when the Cook County Assessor's Office will recognize the value of the Project improvements, the Developer shall be permitted to select the Collection Year, as defined below, in which the Available Incremental Tax Term shall commence by delivering written notice to the Village (the "Developer Notice"); provided, however, that the Collection Year selected by the Developer may be no later than Collection Year 2024 and provided further that if the Developer has not delivered the Developer Notice on or before December 31, 2023, then the Available Incremental Tax Term shall be deemed to commence with Collection Year 2024. The term "Collection Year" shall mean that calendar year in which real estate taxes are collected based on the prior calendar year in which properties are assessed. By way of example, Collection Year 2024 the year in which real estate taxes are collected based on real estate assessments made in 2023. The Parties anticipate that the Developer will incur approximately Eight Million One Hundred Thousand Dollars and No Cents (\$8,100,000) in Redevelopment Project Costs, as set forth in Exhibit F attached hereto and made a part hereof. However, the Parties agree that the

actual Redevelopment Project Costs may increase or decrease upon the completion of the Project and the Additional Work. To the extent that the Maximum Reimbursement Amount has not been paid, reimbursements from Available Incremental Taxes shall be made on or about February 1st following each Collection Year during the Available Incremental Tax Term and on or about February 1st following the last Collection Year of the Available Incremental Tax Term. The Village shall include its calculations for each reimbursement payment in its transmittal of the reimbursement payment. By way of example only, if the first year of the Available Incremental Tax Term is Collection Year 2022, then the first reimbursement payment from Available Incremental Taxes shall be made on or about February 1, 2023.

3.3 Incremental Sales Taxes. Following the issuance of the Certificate of Expenditure, the Village agrees to reimburse Developer an amount consisting of the Maximum Reimbursement Amount less the Redevelopment Project Costs incurred by the Developer from Incremental Sales Taxes, as defined below. Said portion of the Maximum Reimbursement Amount to be provided from Incremental Sales Taxes shall not exceed Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000) (the “Maximum Incremental Sales Tax Amount”), to be calculated and reimbursed annually for a period of ten (10) years (the “Available Incremental Sales Tax Term”), or until the Maximum Reimbursement Amount is reached, whichever occurs first, in the following manner:

A. Incremental Sales Tax Sharing Formula

- (1) The Village has calculated the Municipal Sales Taxes derived from (a) businesses located within the Shopping Center and (b) the Retail Tenant in calendar year 2019 to be \$384,352 (the “Sales Tax Base”). The Village shall reimburse the Developer fifty percent (50%) of all

Municipal Sales Taxes, as defined below, generated by businesses in the Shopping Center above the Sales Tax Base (the “Incremental Sales Tax”) annually beginning with the Initial Sales Tax Incentive Year, as defined below, and continuing for each Subsequent Sales Tax Incentive Year, as defined below, for a period of ten (10) years (the “Incremental Sales Tax Term”); provided, however, that the Incremental Sales Tax Term shall end prior to the 10-year period upon the Developer’s receipt of the Maximum Reimbursement Amount or the Maximum Incremental Sales Tax Amount.

B. Municipal Sales Taxes

- (1) The appropriate sales tax rate applicable to a sale is collected and remitted to the Illinois Department of Revenue (“IDOR”) by each retailer located in the Shopping Center in accordance to the schedules established by IDOR. Subsequently, the IDOR distributes the municipal portion (1%) of the total sales taxes reported pursuant to the Retailer’s Occupation Tax Act, 35 ILCS 120/1 *et seq.*, and the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.* (collectively, “Municipal Sales Taxes”) to the Village.
- (2) There is currently a three-month time lag between the month in which a retail sale subject to tax is completed, collected, and remitted to the IDOR, and the month in which the Municipal Sales Taxes are distributed to the Village in total. There is a further time lag before the IDOR makes information available to the Village to

identify the breakdown of the Municipal Sales Taxes distributed by reporting businesses necessary for the determination of the portion of the Village's total Municipal Sales Taxes applicable to this Agreement (e.g., Municipal Sales Taxes for the liability/reporting month of January are distributed in April).

- (3) A breakdown of the Municipal Sales Taxes distributed by reporting businesses is provided to the Village by the IDOR, upon the request of certain authorized Village individuals, under the Reciprocal Agreement on Exchange of Information established between the Village and the IDOR (the "Reciprocal Agreement"). This Reciprocal Agreement restricts the Village's use of such information only for the official purposes of the State and the Village, and further requires that any information provided thereunder must remain confidential in accordance with the State law. The Reciprocal Agreement and applicable State laws also severely limit the disclosure of business and sales tax information provided to either the State or the Village. Accordingly, in relation to this Agreement, the Village may only disclose the Shopping Center's total Municipal Sales Taxes for the Initial Incremental Sales Tax Year or Subsequent Incremental Sales Tax Year, as the case may be, as established under this Agreement, provided that a) there is an aggregate of more than four businesses in the reporting period, and b) no single business constitutes a significant portion of

said aggregate total whereby said single business would remain substantially recognizable. As a result of these restrictions, while the Village currently does not expect this disclosure restriction will be applicable, there exists a possibility that the Village may not be able to disclose the calculation of Incremental Sales Tax under this agreement on an annual basis. The Village agrees to perform reasonable due diligence in the determination of Municipal Sales Taxes relative to this Agreement.

- (4) The information obtained from the IDOR under the above referenced Reciprocal Agreement, as well as certain other confidential information that may be obtained by the Village from its local businesses from time to time, either separately or collectively, is exempt from disclosure under the Illinois Freedom of Information Act (5 ILCS 140/7) under subsection (a), as well as the Illinois Retailers' Occupation Tax (35 ILCS 120/11).
- (5) It is specifically understood and agreed to by the Parties that for purposes of this Agreement, Municipal Sales Taxes, and Sales Tax Base, do not refer to, or include, the Home Rule Municipal Retailers' Occupation Tax and Home Rule Service Occupation Tax ("Home Rule Sales Taxes") imposed by the Village under Ordinance No. 2014-O-001, adopted on March 4, 2014, and as may be amended from time to time. The exclusion of the Home Rule Sales Taxes from any inducement or incentive agreement

established after the imposition of the tax was specifically excluded in the enabling legislation.

C. Changes to the Sales Tax Base

- (1) In the event that a one or more retailers relocate (each a “Relocating Retailer”) from another location in the Village to the Shopping Center prior to the expiration of this Agreement, the Sales Tax Base shall be recalculated to increase the Sales Tax Base to include the Relocating Retailer’s Municipal Sales Taxes (1%) from the most recent Initial Sales Tax Incentive Year or Subsequent Sales Tax Incentive Year, as applicable, prior to their relocation.

By way of example:

Initial Sales Tax Base of \$100,000; In 2021, Relocating Retailer’s Municipal Sales Taxes at its vacated premises are \$20,000. In 2022, Relocating Retailer relocates to the Shopping Center. Subject to the pro-ratio provisions below, the Sales Tax Base will be recalculated to \$120,000.

- (2) During the Initial Sales Tax Incentive Year or Subsequent Sales Tax Incentive Year, as applicable, of a Relocating Retailer’s operation in the Shopping Center, the Village shall pro-rate the Relocating Retailer’s contribution to the Sales Tax Base in the event the Relocating Retailer’s start of operations in the Shopping Center does not correspond to the Initial Sales Tax Incentive Year or Subsequent Sales Tax Incentive Year. Using the example in subsection (1)

immediately above, assuming a Sales Tax Incentive Year runs December 1 to November 30 and further assuming Relocating Retailer relocates to the Shopping Center on February 1, the Sales Tax Base will only increase by 3/12ths of the \$20,000 for that particular Sales Tax Incentive Year and then all \$20,000 for all other Subsequent Sales Tax Incentive Years.

- (3) The Parties agree that in no event shall the Retail Tenant's contributions to the Sales Tax Base be pro-rated.

D. Sales Tax Incentive Year

The "Initial Sales Tax Incentive Year" shall be that twelve (12) month period commencing on the first day of the full month that follows the month in which the Grocery Tenant has commenced operations. Each subsequent 12-month period is hereinafter referred to as the "Subsequent Sales Tax Incentive Year."

3.4 The Developer agrees and understands that: (1) the sole source of funds for payment of the Economic Assistance is expressly limited to Available Incremental Taxes and Incremental Sales Taxes; (2) the Developer is assuming the risk that Available Incremental Taxes and Incremental Sales Taxes generated during the term of this Agreement may be less than the Maximum Reimbursement Amount; (3) the Developer will have no right to compel the exercise of any taxing power of the Village for payment of any of the reimbursement amounts; (4) the Village's reimbursement obligations pursuant to this Agreement do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the Village, the State of Illinois or any political subdivision thereof; and (5) to the extent that the Developer has been fully

reimbursed for all TIF eligible Redevelopment Project Costs, the sole source of funding for the remaining payments toward the Maximum Reimbursement Amount is Incremental Sales Taxes which is further limited to the Maximum Incremental Sales Tax Amount.

3.5 In the event that IDOR changes its reporting of Municipal Sales Taxes such that it is not reasonably feasible for the Village to attribute Municipal Sales Taxes to retailer in the Shopping Center, Developer shall be responsible for duly executing appropriate agreements with any and all retail tenants in the Shopping Center requiring same, and require such tenants remain contemporaneous with the filing of sales tax reports with the IDOR or successor agency; and to furnish to the Village such authorization forms or other documents as may be required for purposes of identifying the Village's sales tax revenues for the Shopping Center pursuant to this Agreement. Developer acknowledges in the event a retail tenant has multiple locations, only tax reporting for the location in the Shopping Center shall be included in the Village's calculations under this Agreement. Except where IDOR changes its reporting of Municipal Sales Taxes as contemplated in this Section 3.5, Developer acknowledges that calculations of the Incremental Sales Tax shall solely be based upon amounts reported by the IDOR.

3.6 Timing of Reimbursement Payments.

- A. Upon completion of the Project, the Developer shall submit a Certificate of Expenditure, substantially in the form set forth on Exhibit G (the "Certificate of Expenditure") to document and substantiate the amount of Project and Additional Work costs incurred by the Developer (the "Actual Project Costs"), including Redevelopment Project Costs. In addition to the Certificate of Expenditure, the Developer's submission shall include such evidence reasonably acceptable to the Village that validates the Developer

has incurred such Redevelopment Project Costs. Such evidence shall include, but is not limited to, owner's sworn statements, contractor and subcontractor lien waivers, invoices and cancelled checks related thereto, or such other documents as may be appropriate or required. The Village shall approve the Certificate of Expenditure within thirty (30) days of receipt, provided that all necessary and sufficient supporting documentation has been supplied by the Developer. Thereafter, the Developer may submit up to three requests for amendments to the Certificate of Expenditure to reflect additional Project and Additional Work costs provided that the Developer submits additional evidence reasonably acceptable to the Village that it has incurred such additional costs and such costs have not previously been reported; provided, however, that the latest date that the Developer may request to include costs in Actual Project Costs shall be March 30, 2024. All costs approved pursuant to a Certificate of Expenditure shall be included in the calculation of Actual Project Costs.

- B. To the extent that the Maximum Reimbursement Amount or the Maximum Incremental Sales Tax Amount has not been paid, reimbursements from Incremental Sales Taxes shall be made to the Developer on or about 180 days after the end of the Initial Sales Tax Incentive Year and Subsequent Sales Tax Incentive Year, including the last year of the Incremental Sales Tax Term. By way of example only, Sales Tax Incentive Year commences on December 1, 2021, the first reimbursement payment from Incremental Sales Taxes shall be made on or about May 1, 2023. In the event that, as of

the reimbursement date following the Outside Additional Work Date, the amount of Incremental Sales Taxes actually paid to the Developer exceeds the amount of reimbursement from Incremental Sales Taxes due to the Developer based on the final calculation of Actual Project Costs, then the Developer shall repay such excess amount to the Village within 30 days of demand from the Village.

3.7 Certificate of Completion. Upon the Developer's written request the Village shall issue to the Developer a Certificate of Completion in recordable form confirming that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. The Village shall issue the Certificate of Complete only upon (i) the Village's determination of Developer's satisfactory completion of the Project, and (ii) the Village's approval of a Certificate of Expenditure for the Project. The Village shall respond to the Developer's written request for a Certificate of Completion within thirty (30) days by issuing said Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate of Completion. The Developer may resubmit a written request for a Certificate of Completion upon accomplishment of such measures.

3.8 Developer Indemnification. In the event a claim is made against the Developer, its directors, partners, affiliates, shareholders, officers, officials, agents and employees or any of them, or if the Developer, its directors, partners, affiliates, shareholders, officers, officials, agents and employees or any of them (the "Developer Indemnified Party" or "Developer Indemnified Parties"), is made a party-defendant in any proceeding arising out of or in connection with the Village's duties, obligations and responsibilities under the terms of this Agreement to the extent

permitted by law, the Village shall indemnify, defend and hold harmless the Developer Indemnified Parties, or any Developer Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith. Any such Developer Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Developer Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Village shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Developer Indemnified Parties, or any of them, as the case may be, provided that neither the Developer nor any of the other Developer Indemnified Parties shall be required to contribute to such settlement.

ARTICLE IV AUTHORITY

4.1 Village Powers and Authority. The Village hereby represents and warrants to the Developer that the Village has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Village, and is enforceable in accordance with its terms and provisions and the execution of this Agreement does not require the consent of any other governmental authority.

4.2 Developer Powers and Authority. The Developer hereby represents and warrants to the Village that the Developer has full lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been or will be duly and validly authorized and approved by all necessary Developer actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, is enforceable in accordance with its terms and provisions and does not require the consent of any other party.

4.3 Authorized Parties. Except in cases where the approval or authorization of the Village's Corporate Authorities is required by law, whenever, under the provisions of this Agreement, or other related documents and instruments or any duly authorized supplemental agreements, any request, demand, approval, notice or consent of the Village or the Developer is required, or the Village or the Developer is required to agree to, or to take some action at, the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the Village, unless otherwise provided herein, by the Village Manager or his designee and for the Developer by any officer of the Developer so authorized (and, in any event, the officers executing this Agreement are so authorized). Any Party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement or other action and neither Party hereto shall have any complaint against the other as a result of any such action taken.

ARTICLE V DEFAULTS AND REMEDIES

5.1 Breach. A Party shall be deemed to be in breach this Agreement if it fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement after the expiration of any cure period applicable thereto.

5.2 Cure of Breach. Except as otherwise provided herein, prior to the time that a failure of any Party to this Agreement to perform its obligations hereunder or the failure to perform any other action or omission to perform any such obligation or action described in Section 5.1 shall be deemed to be a breach hereof, the Party claiming such failure shall provide written notification to the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within sixty (60) days of the receipt of such notice; provided, however that if the Developer alleges that the Village has failed to pay Incremental Taxes as and when required, then the Village shall have thirty (30) days to cure such default. The prosecution of the conduct necessary to remedy the alleged breach must be diligently pursued until the cure is perfected. The obligation to cure defaults, as herein required, shall be tolled during any applicable time period during which a delay in performance is permitted as an event of one or more Force Majeure Delays under the provisions of Section 6.3 hereof but the tolling of the performance of any obligation shall be limited to the obligation or action as to which the Force Majeure Delay provisions apply.

In the event that either Party shall breach any provision of this Agreement and fail to cure said breach as provided in the preceding paragraph or as elsewhere provided in this Agreement, the non-defaulting Party may enforce the terms hereof by filing any action or proceeding available at law or in equity, in any court of competent jurisdiction, including an action for specific performance of the covenants and agreements herein contained. Notwithstanding the foregoing, the Village remedy for monetary breaches shall be limited to its actual (but not consequential) damages in an amount not to exceed its out-of-pocket expenses incurred in connection with this Agreement, including attorneys' fees. Except as otherwise set forth herein, no action taken by a

Party pursuant to the provisions of this Section 5.2 or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity. Notwithstanding anything herein to the contrary, in the event that the Developer fails to complete the Project, the Village's sole remedy shall be to withhold payment of Incremental Taxes.

5.3 Default Shall Not Permit Termination of Agreement. No default under this Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement; provided, however, this limitation shall not affect any other rights or remedies the Parties may have by reason of any default under this Agreement.

5.4 Right to Enjoin. In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party, any other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, and/or for a decree of specific performance.

ARTICLE VI GENERAL PROVISIONS

6.1 Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

6.2 Mutual Assistance. The Parties agree to take such actions, including the execution and delivery of such documents, instruments and certifications (and, in the case of the Village, the adoption of such ordinances and resolutions), as may be necessary or appropriate from time to time to carry out the terms, provisions and intent of this Agreement and to aid and assist each other

in carrying out such terms, provisions and intent. The Village agrees that it shall not revoke or amend one or more of the TIF Ordinances if such revocation or amendment would prevent or impair the development of the Project in accordance with this Agreement or the Village's performance of its obligations hereunder. The Parties shall cooperate fully with each other in securing from any and all appropriate governmental authorities (whether federal, state, county or local) any and all necessary or required permits, entitlements, authorizations and approvals to develop and construct the Project.

6.3 Force Majeure. Neither the Village nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by pandemic, epidemic, governmental restrictions, takings, and limitations arising subsequent, war, state or national emergency, government mandated closures, damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below-freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the Party affected which in fact interferes with the ability of such Party to discharge its obligations hereunder (in each case, a "Force Majeure Delay"). In each case where a Party hereto believes its performance of any specific obligation, duty or covenant is delayed or impaired by reason of an event of Force Majeure Delay, the Party claiming the benefit of this Section 6.3 shall notify the other Party of the nature of the event claimed to constitute Force Majeure Delay and, specifically, the obligation, duty or covenant which it believes is delayed or impaired by reason of the designated event. Notification shall be provided in accordance with Section 6.8. Performance of the obligation, duty or covenant impaired by reason of the designated event shall be tolled for that period of time

reasonably necessary to remove or otherwise cure the impediment to performance and the Party relying on the event of Force Majeure Delay shall be obligated to pursue such remedy or cure with reasonable diligence given the nature of the impairment, to the extent the same may be reasonably cured. In no case shall an event of Force Majeure Delay toll the performance of any obligation, duty or covenant not directly implicated in the claimed event of Force Majeure Delay. Further, nothing herein shall be deemed to preclude the right of the Party entitled, by the terms of this Agreement, to receive the performance of any obligation, duty or covenant to challenge the validity of a claimed event of Force Majeure Delay.

6.4 **Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of an ordinance or resolution of the Village approving said written amendment, as provided by law, and by the execution of said written amendment by the Parties or their successors in interest. Notwithstanding the foregoing, an amendment to the Project Plans or planned unit development shall not require an amendment to this Agreement. In addition, the Village Manager may affect Minor Modifications to this Agreement without the same being deemed an amendment to this Agreement which requires action by the Village President and the Board of Trustees. For the purposes of this Agreement, the term “Minor Modification” means a modification or waiver of any requirement, specification, or other term set forth in this Agreement, consented to by the Parties in writing, whereby such modification or waiver does not materially affect the goals, purposes, or nature of the Agreement.

6.5 **Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement

supersedes all prior agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

6.6 Severability. If any provisions, covenants, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

6.7 Consent or Approval. Except as otherwise specifically provided in this Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

6.8 Illinois Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

6.9 Notice. Any notice, request, consent, approval or demand (each, a “Notice”) given or made under this Agreement shall be in writing and shall be given in the following manner: (A) by personal delivery of such Notice; or (B) by mailing of such Notice by certified mail, return receipt requested; (C) by sending e-mail transmission of such Notice with confirmation of receipt; or (D) by commercial overnight delivery of such Notice. All Notices shall be delivered to the addresses set forth in this Section 6.8. Notice served by certified mail shall be effective on the fifth Business Day (as defined below) after the date of mailing. Notice served by e-mail transmission shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted shall be sent on a Business Day during business hours. In the event e-mail Notice is transmitted on a non-Business Day or during non-business hours, the effective date and time of Notice is the first business hour of the next Business Day after transmission. Notice served by

commercial overnight delivery shall be effective on the next Business Day following deposit with the overnight delivery company. For purposes hereof, the first “business hour” of a Business Day shall be 8:00 a.m. Central time and the last “business hour” shall be 6:00 p.m. Central time. The term “Business Day” shall be Monday through Friday, excluding federal and State of Illinois holidays.

If to the Village:

Village of Tinley Park
Attn: Village Manager
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
dniemeyer@tinleypark.org

with a copy to:

Peterson, Johnson & Murray Chicago, LLC
Attn: Kevin Kearney
200 West Adams Street, Suite 2125
Chicago, Illinois 60606
kkearney@pjmchicago.com

If to the Developer:

Brixmor Property Group
Attn: Andy Balzer
8700 West Bryn Mawr Avenue; Suite 1000-S
Chicago, Illinois 60631
Andrew.Balzer@brixmor.com

With a copy to:

Brixmor Property Group
Attn: General Counsel
450 Lexington Avenue, 13th Floor
New York, New York 10017
Steven.Siegel@brixmor.com

with a copy to:

Dykema Gossett, PLLC
Attn: Andrew P. Scott, Esq.
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
apscott@dykema.com

6.10 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

6.11 **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue until the earlier of: (A) the Developer's receipt of the Maximum Reimbursement Amount or (B) the last day of the Available Incremental Tax Term or Available Incremental Sales Tax Term, whichever is later; provided, however, the Village's obligation to make a final reimbursement payment of Incremental Sales Taxes and/or Available Incremental Taxes under either Available Incremental Tax Term and/or Available Incremental Sales Tax Term shall survive the term of the Agreement and the Developer's rights and remedies to enforce such obligation shall survive the term of the Agreement.

6.12 **Good Faith and Fair Dealing.** Village and Developer acknowledge their duty to exercise their rights and remedies hereunder and to perform their covenants, agreements and obligations hereunder, reasonably and in good faith.

6.13 **Drafting.** Each Party and its counsel have participated in the drafting of this Agreement therefore none of the language contained in this Agreement shall be presumptively construed in favor of or against either Party.

6.14 **Recording.** The Developer shall be permitted to record, at its costs and expense, a memorandum of this Agreement with the Cook County Recorder of Deeds.

6.15 **Covenants Run with the Land/Successors and Assigns.** It is intended that the covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenanted and the Property. Such covenants shall terminate upon termination or expiration of this Agreement. On or before

the last date of payment of Incremental Taxes, the Village shall provide a release to confirm termination of this Agreement which Developer may, at its sole cost and expense, record against the Property. This Agreement shall inure to the benefit of, and shall be binding upon, each Developer and each Developer's respective successors, grantees and permitted assigns, and upon successor corporate authorities of the Village and successor municipalities.

6.16 Assignment. Prior to issuance of the Certificate of Completion, Developer may not assign this Agreement, or any rights of obligations hereunder, to any party, except to an affiliate or party providing financing for the Project, without the prior express written consent of the Village. After to issuance of the Certificate of Completion, the Developer may assign this Agreement, or any rights of obligations hereunder, provided that the Developer delivers at least ten (10) days' notice prior to such assignment taking effect.

6.17 Partial Funding. Except as otherwise set for in this Agreement, the Developer acknowledges and agrees that the economic assistance to be received by the Developer as set forth in this Agreement is intended to be and shall be a source of partial funding for the Project and agrees that any additional funding above and beyond said economic assistance shall be solely the responsibility of the Developer. The Developer acknowledges and agrees that the amount of economic assistance set forth in this Agreement represents the maximum amount of economic assistance to be received by the Developer, provided the Developer complies with the terms and provisions set forth in this Agreement. The Developer further acknowledges and agrees that the Village is not a joint developer or joint venturer with the Developer and the Village is in no way responsible for completion of any portion of the Project.

6.18 Attorney Fees. Should it become necessary to bring legal action or proceedings to enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this

Agreement, the prevailing party shall be entitled to recover or offset against sums due, its costs, including reasonable attorneys' and consultants' fees, in addition to whatever other relief the prevailing party may be entitled.

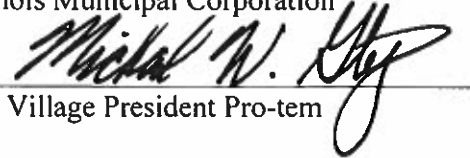
6.19 Estoppel Certificates. Each of the Parties hereto agrees to provide the other, upon not less than ten (10) business days prior request, a certificate certifying that this Agreement is in full force and effect (unless such is not the case, in which such Party shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to the specific request only.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

VILLAGE OF TINLEY PARK,
an Illinois Municipal Corporation

By:


Village President Pro-tem

ATTEST:


Village Clerk

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

BRIXMOR/IA TINLEY PARK PLAZA, LLC,
a Delaware limited liability company

By: _____
Name: John Hendrickson
Its: Executive Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that the above-named John Hendrickson is personally known to me to be the
Executive Vice President of Brixmor/IA Tinley Park Plaza, LLC, and also personally known to
me to be the same person whose name is subscribed to the foregoing instrument as such Executive
Vice President and respectively, and that he appeared before me this day in person and severally
acknowledged that, as such Executive Vice President, he signed and delivered the said instrument,
pursuant to authority given by the limited liability company as his free and voluntary act, and as
the free and voluntary act and deed of said Executive Vice President of said limited liability
company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15th day of September, 2020.

Commission expires _____

Notary Public

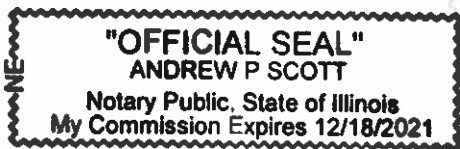


EXHIBIT A

Legal Description and Map of Redevelopment Project Area

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Legal Description of Redevelopment Project Area

THOSE PARTS OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, SECTION 18, TOWNSHIP 36 NORTH, RANGE 13, SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 IN SAID SUPER-K SUBDIVISION AND THE WEST LINE OF LOT 2 IN SAID SUPER-K SUBDIVISION, TO THE NORTH LINE OF SAID LOT 2;

THENCE EASTERLY ALONG THE NORTH LINE OF LOT 2 IN SAID SUPER-K SUBDIVISION, TO A WEST LINE OF LOT 3 IN SAID SUPER-K SUBDIVISION;

THENCE NORTHERLY, NORTHWESTERLY AND NORTHERLY ALONG THE WEST LINES OF LOT 3 IN SAID SUPER-K SUBDIVISION, TO THE WESTERN MOST NORTHWEST CORNER OF SAID LOT 3, ALSO BEING THE WESTERN MOST SOUTHWEST CORNER OF LOT 1 IN PARK PLACE SUBDIVISION AS PER PLAT THEREOF RECORDED DECEMBER 7, 1992 AS DOCUMENT NUMBER 92914537;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 IN SAID PARK PLACE SUBDIVISION TO THE NORTH LINE OF LOT 1 IN SAID PARK PLACE SUBDIVISION AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE SOUTH LINE OF SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE SOUTH LINE OF OLCOTT AVENUE DEDICATED AS PER PLAT THEREOF RECORDED JUNE 28, 1973 AS DOCUMENT NUMBER 22379900;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE EAST LINE OF OLCOTT AVENUE DEDICATED AS PER PLAT THEREOF RECORDED JUNE 28, 1973 AS DOCUMENT NUMBER;

THENCE NORTHERLY ALONG SAID EAST LINE, AND THE NORTHERLY PROLONGATION THEREOF TO THE NORTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY TO THE SOUTHWEST CORNER OF SECTION 18, ALSO THE NORTHWEST CORNER OF SECTION 19, BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE SOUTH LINE OF SECTION 18, ALSO THE NORTH LINE OF SECTION 19, BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE NORTH LINE OF THE SOUTH 600 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 600 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE NORTH LINE OF THE SOUTH 247 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 247 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF

THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EAST LINE OF THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO A POINT 15 FEET NORTH OF THE RIGHT OF WAY OF 159TH STREET AS INDICATED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 28, 2011 AS DOCUMENT NUMBER 1127141045;

THENCE SOUTHEASTERLY TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF 159TH STREET AND THE EAST LINE OF THE WEST 65 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS AS INDICATED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 28, 2011 AS DOCUMENT NUMBER 1127141045;

THENCE EASTERLY, SOUTHERLY AND EASTERLY ALONG THE RIGHT OF WAY OF 159TH STREET, TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE WEST 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE EAST LINE OF THE

EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILE APRIL 8, 1971 AS DOCUMENT NUMBER LR2551034, A DISTANCE OF 183.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE WEST 180.00 FEET ALONG LAST SAID SOUTH LINE; THENCE SOUTH 5.00 FEET; THENCE WEST 200.00 FEET ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 159TH STREET; THENCE NORTH 5.00 FEET; THENCE WEST 307.62 FEET ALONG THE SOUTH LINE OF SAID 159TH STREET; THENCE SOUTH 1050.00 FEET ON A LINE NORMAL TO SAID SOUTH LINE OF 159TH STREET; THENCE EAST 845.55 FEET TO THE WEST RIGHT OF WAY LINE OF OAK PARK AVENUE (WHICH IS 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION); THENCE NORTH ALONG LAST SAID WEST LINE 355.45 FEET TO A POINT 694.55 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF 159TH STREET; THENCE WEST 17.00 FEET; THENCE NORTH 555.63 FEET; THENCE WEST 133.00 FEET; THENCE NORTH 139.68 FEET TO THE SOUTH LINE OF 159TH STREET AND THE POINT OF BEGINNING;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE AND THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILE APRIL 8, 1971 AS DOCUMENT NUMBER LR2551034, A

DISTANCE OF 183.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE WEST 180.00 FEET ALONG LAST SAID SOUTH LINE; THENCE SOUTH 5.00 FEET; THENCE WEST 200.00 FEET ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 159TH STREET; THENCE NORTH 5.00 FEET; THENCE WEST 307.62 FEET ALONG THE SOUTH LINE OF SAID 159TH STREET; THENCE SOUTH 1050.00 FEET ON A LINE NORMAL TO SAID SOUTH LINE OF 159TH STREET; THENCE EAST 845.55 FEET TO THE WEST RIGHT OF WAY LINE OF OAK PARK AVENUE (WHICH IS 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION); THENCE NORTH ALONG LAST SAID WEST LINE 355.45 FEET TO A POINT 694.55 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF 159TH STREET; THENCE WEST 17.00 FEET; THENCE NORTH 555.63 FEET; THENCE WEST 133.00 FEET; THENCE NORTH 139.68 FEET TO THE SOUTH LINE OF 159TH STREET AND THE POINT OF BEGINNING, TO THE SOUTHWEST CORNER THEREOF AND ALSO THE SOUTHEAST CORNER OF PARCEL OF

LAND BEING PART OF THE WEST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILED APRIL 8, 1971 AS DOCUMENT LR 2551034 AND THE LINE BETWEEN THE EAST HALF AND THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE WEST 117.55 FEET ALONG SAID SOUTH RIGHT OF WAY LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1050 FEET ON LAST SAID LINE; THENCE EAST 451.56 FEET ON A LINE 1050 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 1050 FEET TO SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 339.11 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 339.11 FEET ON LAST SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING;

THENCE CONTINUING WESTERLY ON THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILED APRIL 8, 1971 AS DOCUMENT LR 2551034 AND THE LINE BETWEEN THE EAST HALF AND THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE WEST 117.55 FEET ALONG SAID SOUTH RIGHT OF WAY LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1050 FEET ON LAST SAID LINE; THENCE EAST 451.56 FEET ON A LINE 1050 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 1050 FEET TO SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 339.11 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 339.11 FEET ON LAST SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING, TO THE WESTERN MOST NORTHWEST CORNER OF OUTLOT C IN DUN RAVEN PLACE PHASE II AS PER PLAT THEREOF RECORDED SEPTEMBER 28, 2001 AS DOCUMENT NUMBER 0010908493;

THENCE SOUTHWESTERLY TO A POINT OF TANGENCY IN THE NORTH LINE OF OUTLOT D IN DUNRAVEN PLACE AS PER PLAT THEREOF RECORDED AUGUST 30, 1999 AS DOCUMENT NUMBER 99827216 BEING THE WESTERLY TERMINUS OF AN ARC HAVING A RADIUS OF 192.00 FEET AND AN ARC LENGTH OF 300.13 FEET;

THENCE WESTERLY AND SOUTHWESTERLY ALONG THE NORTHERLY LIMITS OF OUTLOT D IN DUNRAVEN PLACE AS PER PLAT THEREOF RECORDED AUGUST 30, 1999 AS DOCUMENT NUMBER 99827216, TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID LOT 3 THROUGH A POINT IN THE WEST LINE OF SAID LOT 3 WHICH POINT IS 352.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 AS MEASURED ALONG SAID WEST LINE ALL IN

CENTENNIAL OFFICE PARK AS PER PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT NUMBER 88458264;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE AND THE SOUTH LINE OF PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID LOT 3 THROUGH A POINT IN THE WEST LINE OF SAID LOT 3 WHICH POINT IS 352.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 AS MEASURED ALONG SAID WEST LINE ALL IN CENTENNIAL OFFICE PARK AS PER PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT NUMBER 88458264, TO THE WEST LINE OF SAID LOT 3, ALSO THE EAST LINE OF LOT 1 IN TINLEY PARK PLAZA SUBDIVISION AS PER PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067;

THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 1 IN TINLEY PARK PLAZA SUBDIVISION AS PER PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067, ALSO THE WEST LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558;

THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE WESTERLY LINE OF CENTENNIAL DRIVE AS DEDICATED BY INSTRUMENT RECORDED JULY 9, 1980 AS DOCUMENT NUMBER 25509385;

THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHEASTERLY PROLONGATION OF THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE WEST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE SOUTHERLY ON THE WEST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE SOUTHEAST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS

BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE NORTHEASTERLY ALONG THE SOUTHEAST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC) AND THE SOUTHEAST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE

SOUTHWEST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE NORTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 43 MINUTES WEST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 585 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 258.72 FEET, AN ARC DISTANCE OF 101.52 FEET AND A CHORD BEARING OF SOUTH 79 DEGREES 02 MINUTES 33 SECONDS WEST; THENCE NORTH 68 DEGREES 24 MINUTES 11 SECONDS WEST 79.57 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST 533 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES EAST 755.40 FEET, TO THE EAST LINE OF SAID WEST HALF OF SECTION 19; THENCE SOUTH 00 DEGREES 03 MINUTES 54 SECONDS EAST 542.27 FEET ALONG SAID LINE TO THE POINT OF BEGINNING;

THENCE EASTERLY ALONG THE NORTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF

SECTION 19; THENCE NORTH 89 DEGREES 43 MINUTES WEST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 585 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 258.72 FEET, AN ARC DISTANCE OF 101.52 FEET AND A CHORD BEARING OF SOUTH 79 DEGREES 02 MINUTES 33 SECONDS WEST; THENCE NORTH 68 DEGREES 24 MINUTES 11 SECONDS WEST 79.57 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST 533 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES EAST 755.40 FEET, TO THE EAST LINE OF SAID WEST HALF OF SECTION 19; THENCE SOUTH 00 DEGREES 03 MINUTES 54 SECONDS EAST 542.27 FEET ALONG SAID LINE TO THE POINT OF BEGINNING, TO THE EAST LINE OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 IN WARTHEN'S RESUBDIVISION AS PER PLAT THEREOF RECORDED SEPTEMBER 4, 1975 AS DOCUMENT NUMBER 23210202;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 1, THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 AND THE NORTH LINE OF LOT 2 ALL IN WARTHEN'S RESUBDIVISION AS PER PLAT THEREOF RECORDED SEPTEMBER 4, 1975 AS DOCUMENT NUMBER 23210202, TO THE SOUTH LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778

THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE SOUTH LINE, SOUTHEAST LINE AND EAST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778, TO THE SOUTHWEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778;

THENCE NORTHWESTERLY ALONG THE SOUTHWEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778, TO THE WEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778;

THENCE NORTHERLY ALONG THE WEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778 TO THE NORTH LINE OF LOT 16 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 16 AND THE NORTH LINE OF LOT 15 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 17 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY ALONG THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 17, AND THE EAST LINE OF LOT 17 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE SOUTHEAST CORNER OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY, WESTERLY, NORTHERLY, EASTERLY AND NORTHERLY ALONG THE EASTERN LIMITS OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE NORTHEAST CORNER OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 18, THE NORTH LINE OF LOT 19, THE NORTH LINE OF LOT 20, THE NORTH LINE OF LOT 21 AND THE NORTH LINE OF LOT 26 ALL IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE EAST LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY ALONG THE EAST LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE NORTH LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE WEST LINE OF PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE

NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES EAST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 908 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES EAST 258.81 FEET ALONG SAID NORTH LINE; THENCE SOUTH 657.03 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 244.05 FEET; THENCE NORTH 116.32 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 15 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 542 FEET TO THE POINT OF BEGINNING;

THENCE NORTHERLY ALONG THE WEST LINE OF PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES EAST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 908 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES EAST 258.81 FEET ALONG SAID NORTH LINE; THENCE SOUTH 657.03 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 244.05 FEET; THENCE NORTH 116.32 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 15 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 542 FEET TO THE POINT OF BEGINNING, TO THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE SOUTH LINE OF 163RD STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 15, 1976 AS DOCUMENT NUMBER 23453671 AND T2864222;

THENCE SOUTHWESTERLY AND WESTERLY ALONG THE SOUTH LINE OF 163RD STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 15, 1976 AS DOCUMENT NUMBER 23453671 AND T2864222, TO THE EAST LINE OF HARLEM AVENUE EXISTING AS OF MAY 25, 2020;

THENCE SOUTHERLY ALONG THE EAST LINE OF HARLEM AVENUE EXISTING AS OF MAY 25, 2020, TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE SOUTH LINE OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 1 AND THE SOUTH LINE OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT

THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157, TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRIBED PARCELS OF LAND:

LOT 83 THROUGH LOT 89 (BOTH INCLUSIVE) IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND T2419778.

ALSO,

LOT 1 THROUGH LOT 12 (BOTH INCLUSIVE) IN BREMENTOWNE PARK TOWNHOUSE RESUBDIVISION PHASE I AS PER PLAT THEREOF RECORDED DECEMBER 21, 1990 AS DOCUMENT NUMBER 90619247.

ALSO,

LOT 1 THROUGH LOT 5 (BOTH INCLUSIVE) IN BREMENTOWNE PARK TOWNHOUSE RESUBDIVISION PHASE II AS PER PLAT THEREOF RECORDED OCTOBER 28, 1993 AS DOCUMENT NUMBER 93870509.

The Redevelopment Project Area is generally bounded by:

North – 159th Street (except for a few parcels west of Oak Park Avenue that are north of 159th Street)

South – the northern boundary of Siemsen Meadows (165th Street, extended)

East – Oak Park Avenue

West – Olcott Avenue

all in Tinley Park, Bremen and Orland Townships, Cook County, Illinois

Map of Redevelopment Project Area

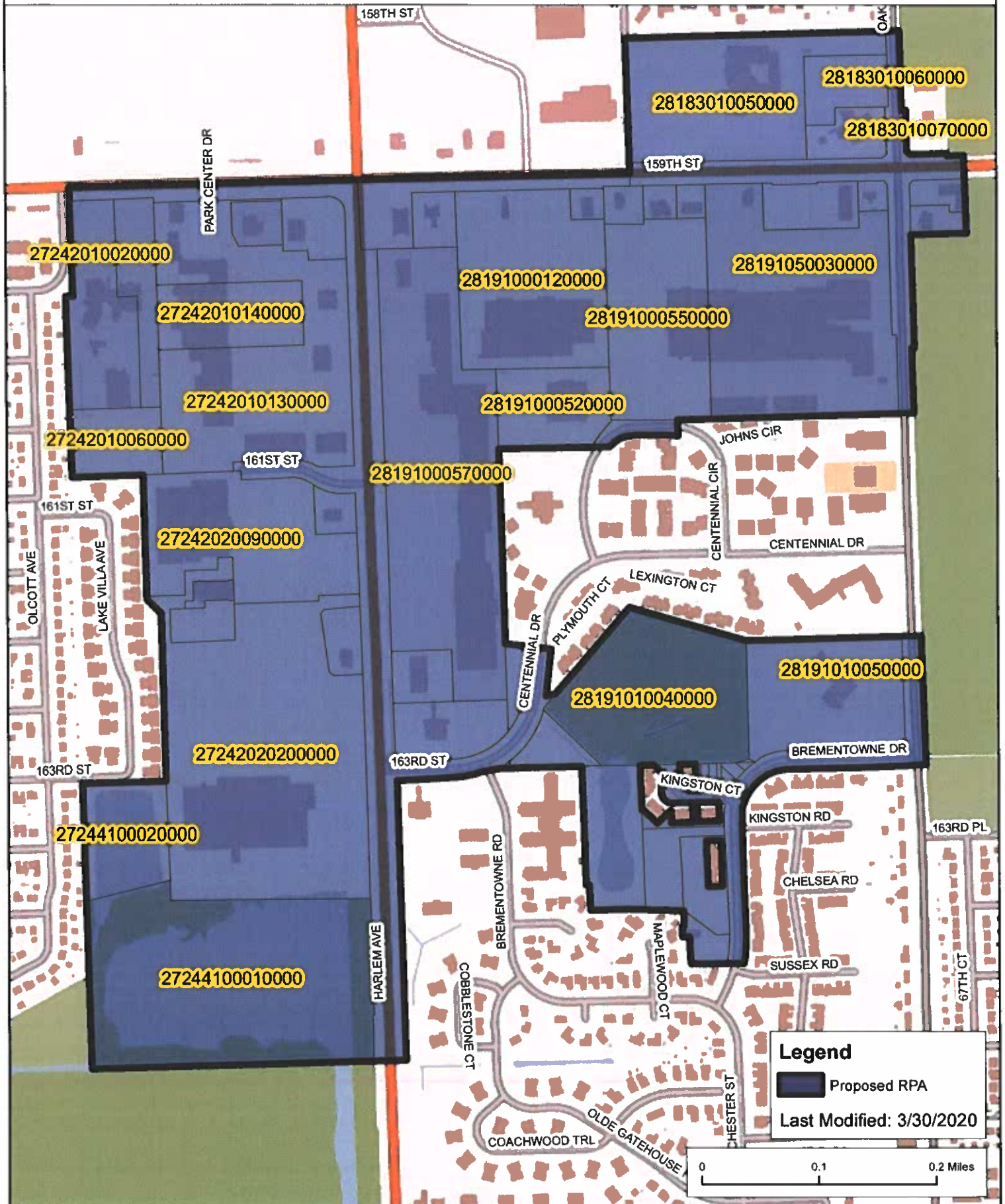
[Attached]

COOK COUNTY
RECORD OF DEEDS

COOK COUNTY
RECORD OF DEEDS

COOK COUNTY
RECORD OF DEEDS

COOK COUNTY
RECORD OF DEEDS





Village of Tinley Park, Illinois



159th and Harlem Redevelopment Project Area Boundary Map

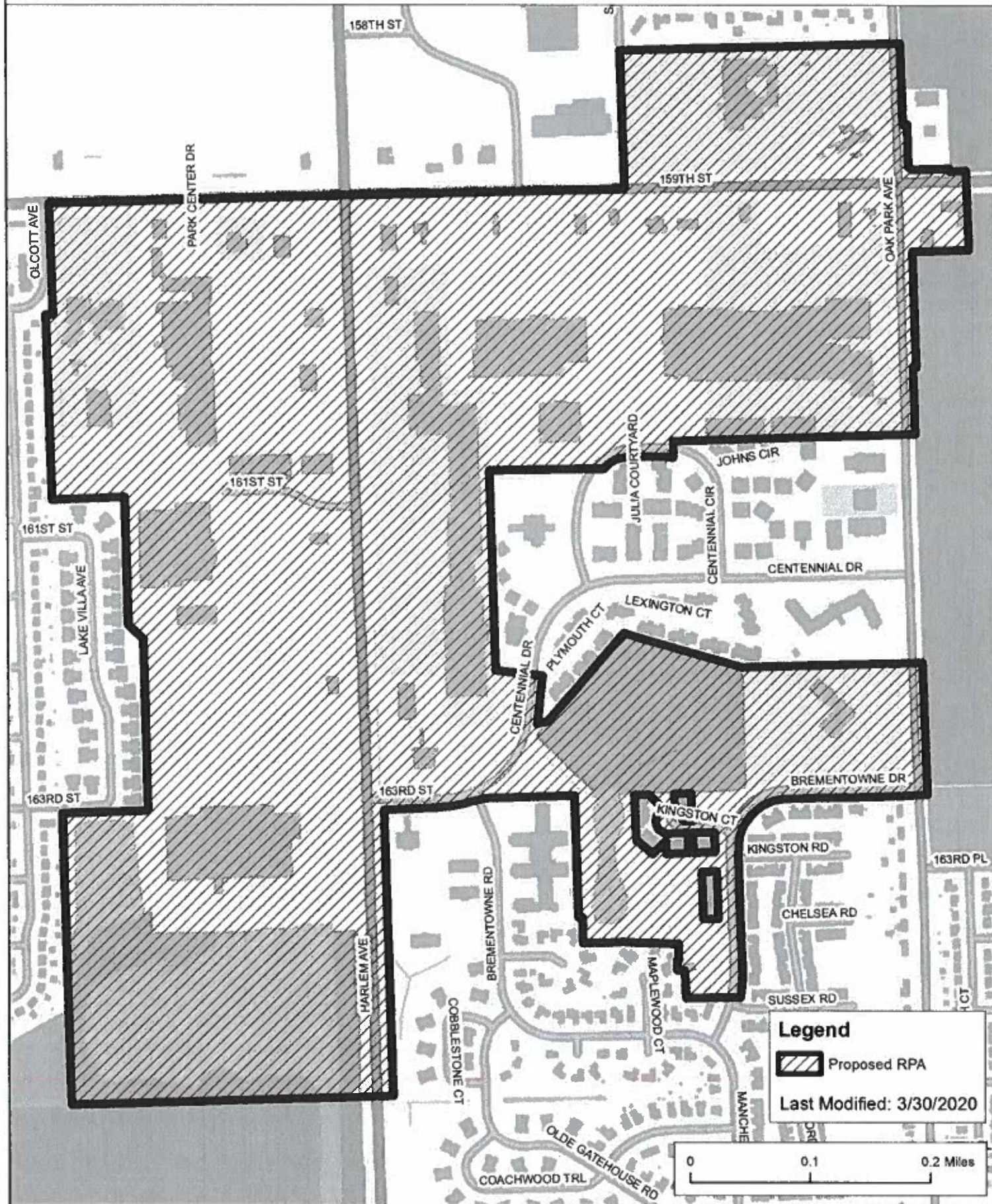


EXHIBIT B

Legal Description and Map of Property

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Legal Description of Property

PARCEL 1:

LOTS 1 AND 2 IN THE PLAT OF TINLEY PARK PLAZA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS.

ALSO DESCRIBED AS:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE WEST LINE OF SECTION 19, 304.50 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 11 SECONDS EAST, 70.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 57 MINUTES 11 SECONDS EAST, 359.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 551.85 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 45 SECONDS EAST, 154.13 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1,478.13 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 00 SECONDS WEST, 513.13 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF HARLEM AVENUE, SAID POINT BEING 70.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 2,027.69 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

TOGETHER WITH RIGHTS CONTAINED IN AN EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE ACCESS EASEMENT AGREEMENT DATED SEPTEMBER 20, 1995 AND RECORDED OCTOBER 3, 1995 AS DOCUMENT 95669296, BETWEEN THE VILLAGE OF TINLEY PARK, A MUNICIPAL CORPORATION AND THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, A NEW YORK CORPORATION, OVER THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 1 IN CENTENNIAL SUBDIVISION UNIT 1, ACCORDING TO THE PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT 27155558; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, EXTENDED SOUTH 80.56 FEET TO THE

POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST, RADIUS 32.00 FEET, CENTRAL ANGLE 79 DEGREES, 32 MINUTES, 42 SECONDS, 44.43 FEET; THENCE SOUTH 79 DEGREES, 32 MINUTES, 42 SECONDS EAST ALONG A TANGENT 65.00 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST RADIUS 24.00 FEET, CENTRAL ANGLE 26 DEGREES, 21 MINUTES, 27 SECONDS, 11.04 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CENTENNIAL DRIVE, AS HERETOFORE DEDICATED BY DOCUMENT 25509385 RECORDED JULY 9, 1980; THENCE SOUTH 11 DEGREES, 18 MINUTES 53 SECONDS WEST, 31.79 FEET TO A POINT ON A 24.00 FOOT RADIUS, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 34 DEGREES, 51 MINUTES, 51 SECONDS WEST FROM SAID POINT; THENCE WESTERLY ALONG SAID CURVE 10.12 FEET, CENTRAL ANGLE 24 DEGREES, 10 MINUTES, 05 SECONDS; THENCE NORTH 79 DEGREES, 18 MINUTES, 14 SECONDS WEST ALONG TANGENT, 34.70 FEET; THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, RADIUS 37.00 FEET, CENTRAL ANGLE 102 DEGREES, 00 MINUTES, 19 SECONDS, 65.87 FEET; THENCE SOUTH 01 DEGREES, 18 MINUTES, 33 SECONDS EAST ALONG TANGENT 24.82 FEET; THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 39.00 FEET, CENTRAL ANGLE 39 DEGREES, 04 MINUTES, 44 SECONDS, 26.60 FEET TO A POINT ON AFORESAID WESTERLY LINE EXTENDED SOUTH OF LOT 1 IN CENTENNIAL SUBDIVISION; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID WESTERLY LINE EXTENDED 150.38 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN(S): 28-19-100-057; 28-19-100-058

COMMONLY KNOWN AS: Tinley Park Plaza Shopping Center
15903-16205 Harlem Avenue
Tinley Park, Illinois

Map of Property

[Attached]

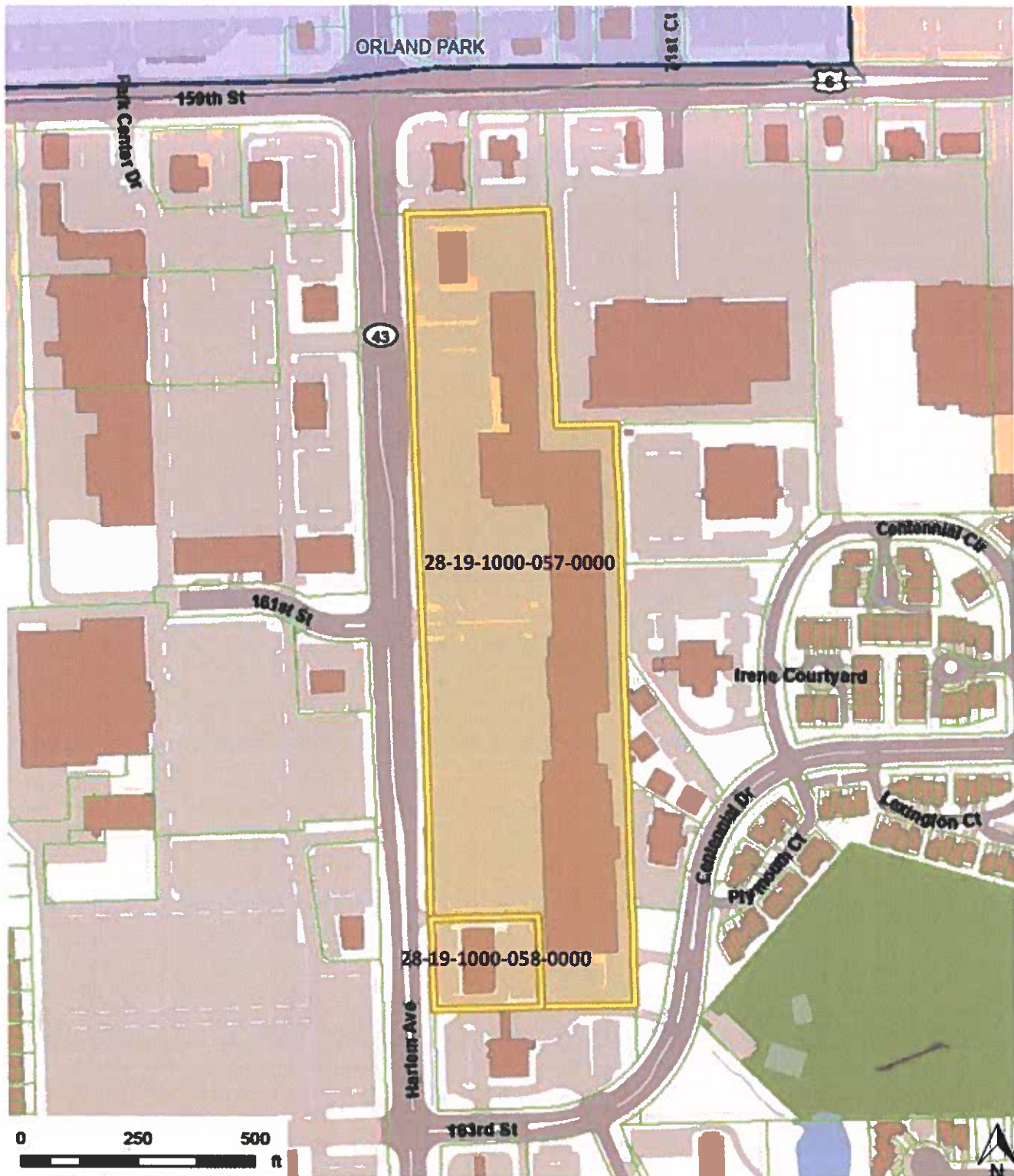
COOK COUNTY
RECORD OF DEEDS

COOK COUNTY
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COOK COUNTY
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COOK COUNTY
RECORD OF DEEDS

Tinley Park Plaza Redevelopment 15903-16205 Harlem Avenue



Village of Tinley Park, Illinois
Community Development Department
Modified 9/10/2020 - DR

EXHIBIT C

Project Plans

[Attached]

COCK COUNTY
REGISTER OF DEEDS

COCK COUNTY
REGISTER OF DEEDS

COCK COUNTY
REGISTER OF DEEDS

COCK COUNTY
REGISTER OF DEEDS

COCK COUNTY
REGISTER OF DEEDS

SITE IMPROVEMENT PLANS
TINLEY PARK PLAZA - PHASE 1
16017 SOUTH HARLEN AVENUE
TINLEY PARK/COOK COUNTY, ILLINOIS 60477

WOOLPERT
1515 South Meyers Road
Suite 360
Oakbrook Terrace, IL 60181
630.424.9080
FAX: 630.488.3731

PROJECT No: 080500
DATE 08/25/20
DES.
DR.
CKD.

PROJECT No:	NO.	DATE	REVISION
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[illegible]

BENCHMARK:

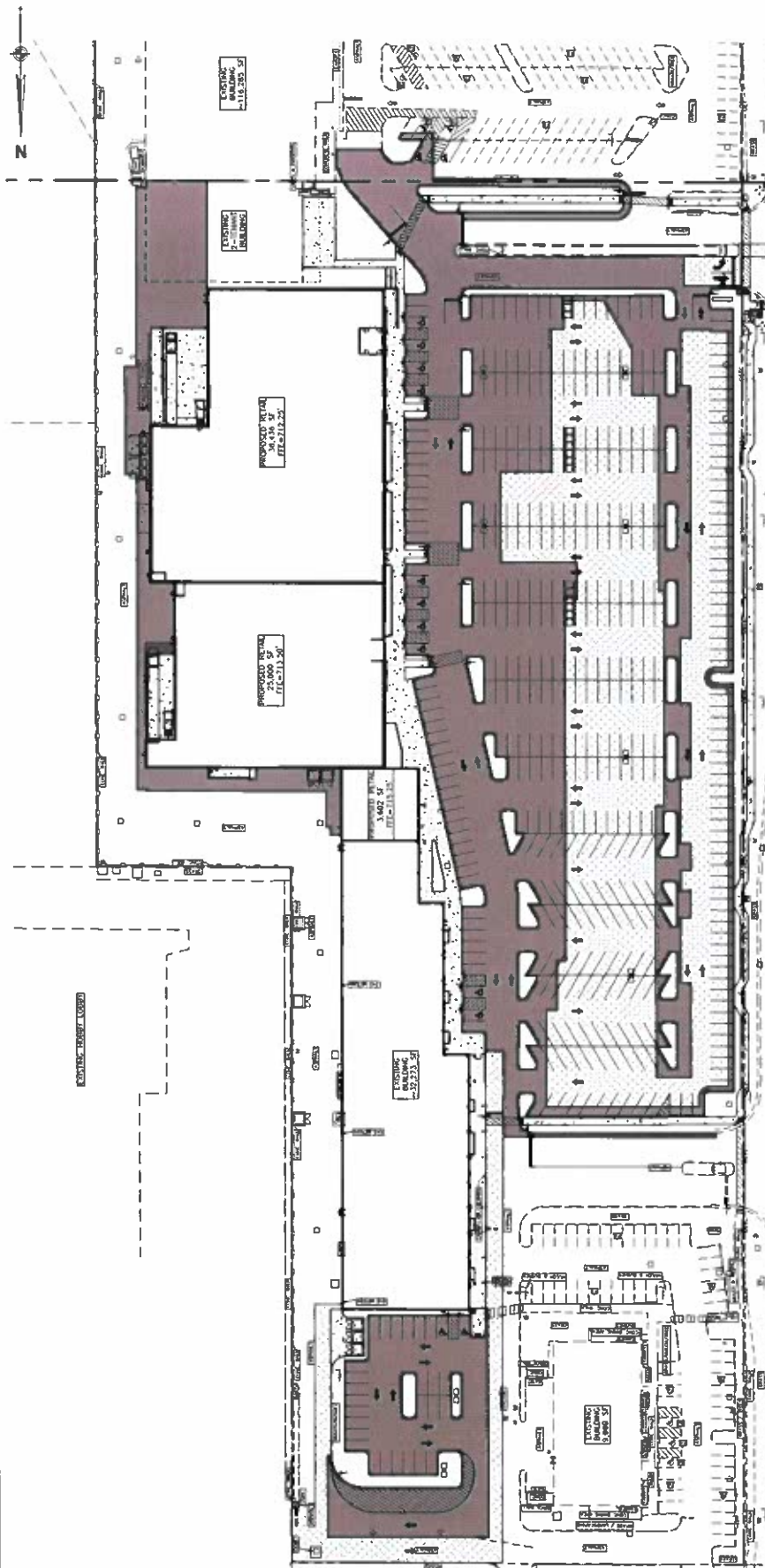
PARKING DATA	
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PROPOSED 52003	

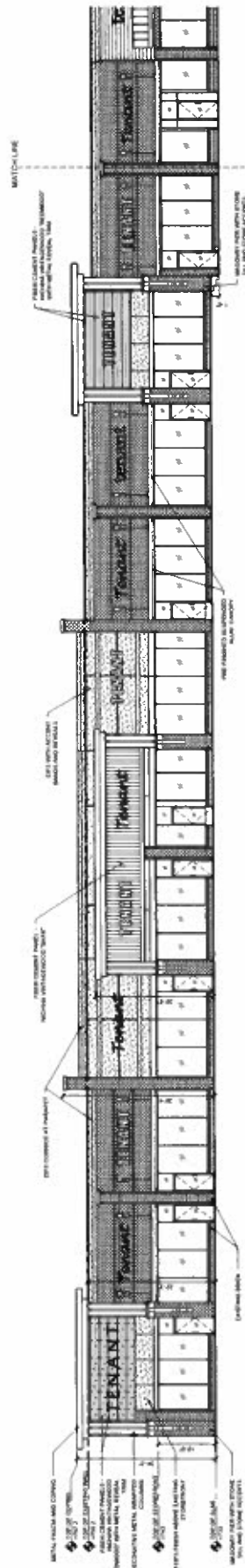
SITE NOTES

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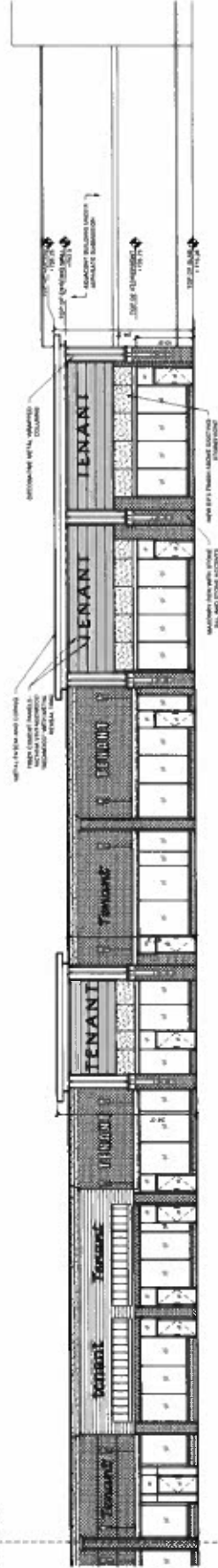
SITE LEGEND

- SITE LEGEND
 EXISTING ROAD AND CENTER
 PROPOSED ROAD CENTER
 PROPOSED ROAD RIGHT-OF-WAY
 PROPOSED NEW HIGHWAY RIGHT-OF-WAY
 PROPOSED HIGHWAY TOTAL RIGHT-OF-WAY
 PROPERTY BOUNDARY
 NEW ADJACENT PARCELS (ALL ZONING)
 MAX. 6' OVERLAY PROTECTION (NATION LISTING CHANGE)
 NEW CONCRETE PAVEMENT (SIC DETAILS)
 NEW PAVED DRIVEWAY
 NEW PAVED SIDEWALK

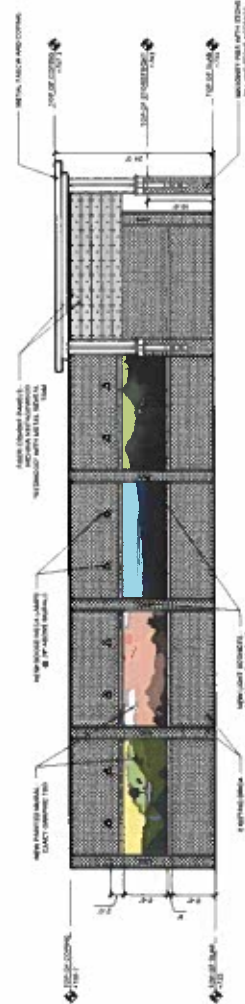




WEST ELEVATION
SCALE 1/8" = 1'-0"



7 WEST ELEVATION
SCALE 1/8" = 1'-0"



3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

BRIAMOR, TINLEY PARK, IL
A PART OF THE NORTHWEST 1/4 OF SECTION 18,
TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE 3RD
PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

[illegible]

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1. **NAME OF THE COMPANY:** UJA, LLC, A U.S. COMPANY
 2. **ADDRESS:** 10000 W. 10th Ave., Suite 100, Denver, CO 80202
 3. **PHONE:** (303) 755-1000
 4. **FAX:** (303) 755-1001
 5. **E-MAIL:** info@uja.com
 6. **WEBSITE:** www.uja.com
 7. **INDUSTRY:** Financial Services
 8. **DESCRIPTION OF THE PROJECT:** UJA is a leading provider of financial services, including investment management, insurance, and annuities. The project involves the development of a new financial product line, which will include a variety of investment options and insurance policies. The project is expected to be completed by the end of 2005.
 9. **GOALS AND OBJECTIVES:** The primary goal of the project is to develop a new financial product line that meets the needs of UJA's customers. The objectives of the project are to: (1) identify the needs of UJA's customers; (2) develop a new financial product line that meets these needs; (3) launch the new financial product line; and (4) monitor the performance of the new financial product line.
 10. **BUDGET:** The budget for the project is \$1,000,000.
 11. **RISKS:** The risks associated with the project include: (1) the possibility that the new financial product line will not meet the needs of UJA's customers; (2) the possibility that the new financial product line will not be successful; and (3) the possibility that the project will be delayed or over budget.
 12. **CONCLUSION:** The project is a high-priority initiative for UJA, and it is expected to be completed by the end of 2005. The project will involve the development of a new financial product line, which will include a variety of investment options and insurance policies. The project is expected to be completed by the end of 2005.

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Geological cross-section showing various geological units (1-10) and their spatial distribution. The units are labeled with numbers 1 through 10, corresponding to the legend. The cross-section shows a complex arrangement of these units, with some units (like 1, 2, 3, 4, 5, 6, 7, 8, 9, 10) forming a series of ridges and valleys. The units are color-coded: 1 (light blue), 2 (light green), 3 (light yellow), 4 (light orange), 5 (light pink), 6 (light purple), 7 (light brown), 8 (light grey), 9 (light blue-grey), and 10 (light green-grey). The cross-section is oriented North-South, with North at the top. The units are labeled with their respective numbers and names in the legend.

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Diagram showing a horizontal beam with a vertical force P applied at the right end. The beam is supported by a pin support at the left end. The distance from the support to the point of application of the force is L . The beam is labeled "beam" and the force is labeled "force".

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1. THE UNITED STATES OF AMERICA
 2. DEPARTMENT OF JUSTICE
 3. FEDERAL BUREAU OF INVESTIGATION
 4. WASHINGTON, D. C. 20535
 5. MEMPHIS, TENNESSEE
 6. MAY 10, 1968
 7. TO DIRECTOR, FBI
 8. FROM SAC, MEMPHIS (157-100)
 9. RE: MARTIN LUTHER KING, JR.
 10. CIVIL RIGHTS - RACIAL MATTERS
 11. MURDER OF MARTIN LUTHER KING, JR.
 12. MEMPHIS, TENNESSEE, APRIL 4, 1968
 13. RE: JAMES EARL RAY, AKA
 14. ALIEN SMUGGLER
 15. RE: JAMES EARL RAY, AKA
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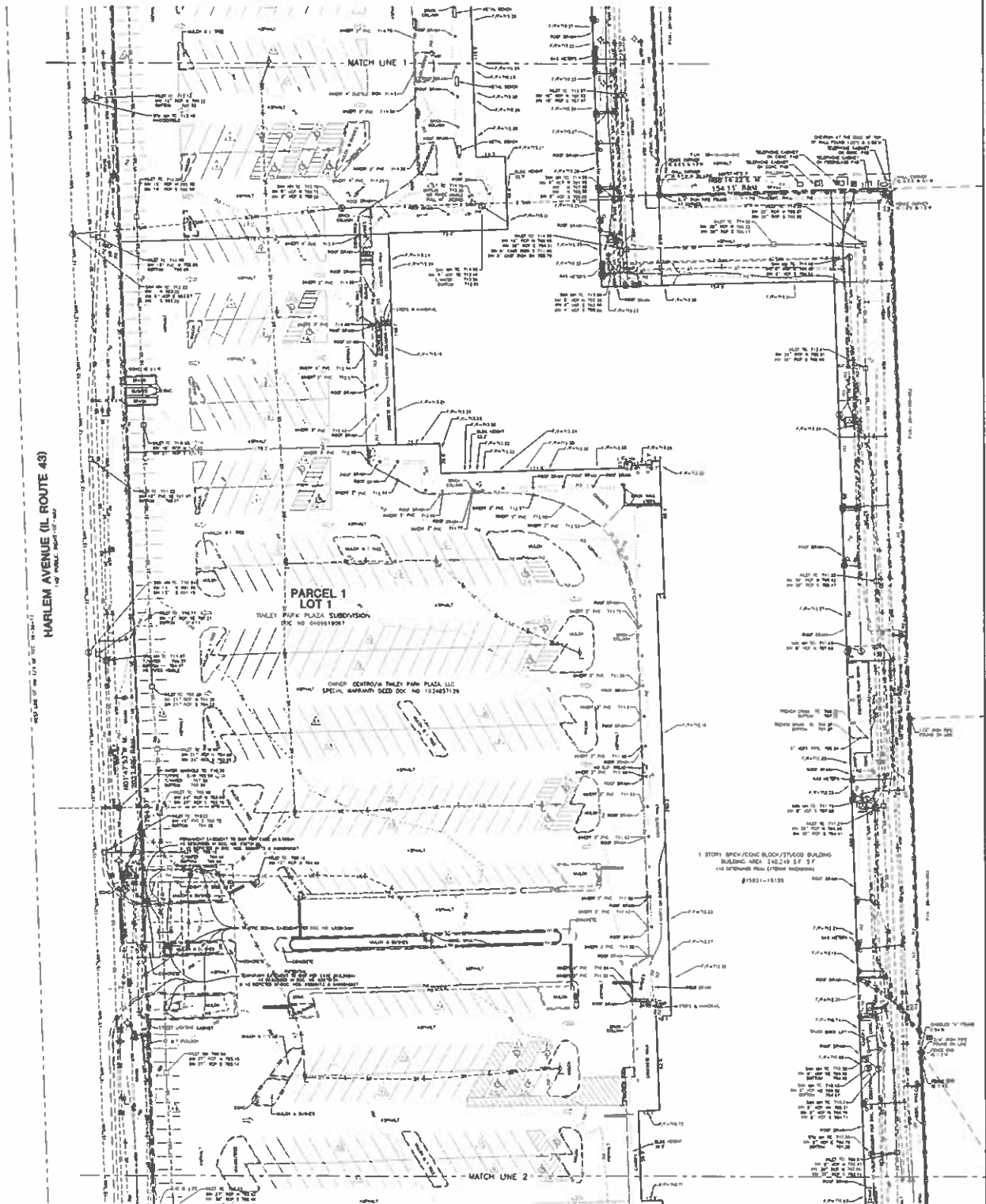
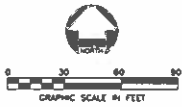
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SHEET NO.

BRIXMOR, TINLEY PARK, IL
A PART OF THE NORTHWEST 1/4 OF SECTION 19,
TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE 3RD
PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

ALTANSPS LAND TITLE & TOPOGRAPHIC SURVEY

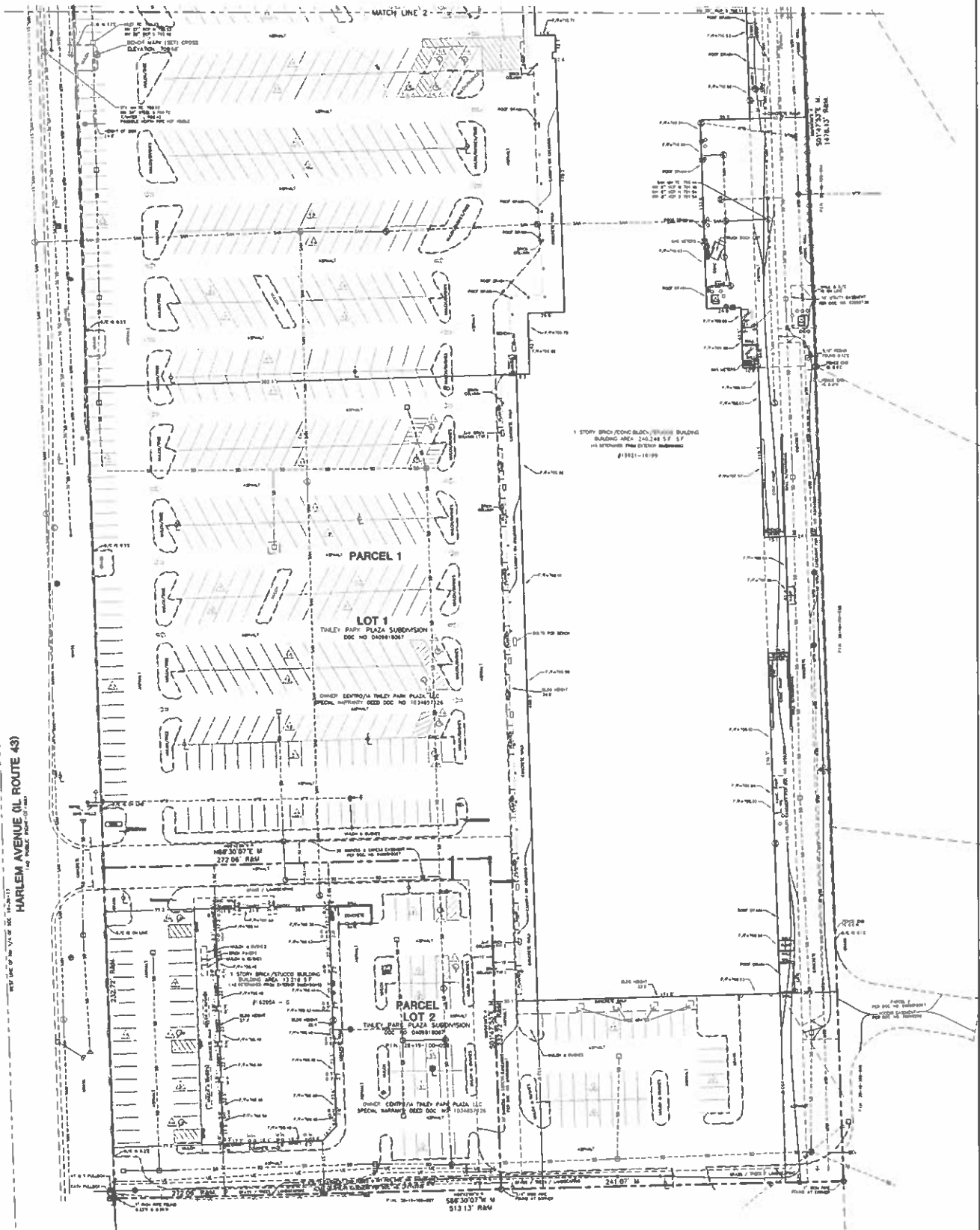
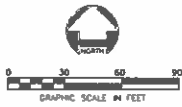


WOOLPERT, INC.
1816 South Meyers Road
Suite 900
Oakbrook Terrace, IL 60181
830.424.9880
FAX: 830.496.3731

PROJECT NO.:
80800
DATE 03/30/20
SCALE AS SHOWN
DES. SRK
DRL. PTK
CHK. SRK

NO.	DATE	REVISION





HARLEM AVENUE (IL ROUTE 43)

3 of 3

SHEET NO.

BRIXMOR, TINLEY PARK, IL
A PART OF THE NORTHWEST 1/4 OF SECTION 19,
TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE 3RD
PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

ALTANSPS LAND TITLE & TOPOGRAPHIC SURVEY



WOOLPERT, INC.
1818 South Meyers Road
Suite 900
Oakbrook Terrace, IL 60181
630.424.9000
FAX: 630.495.3731

PROJECT NO.: 80800
DATE: 03/30/20
SCALE: AS SHOWN
DES: SRK
DRL: PTK
CND: SRK

NO.	DATE	REVISION



EXHIBIT D
Project Budget

Soft Costs	Amount
Impact Fees	\$60,000.00
Other Permits & Fees	\$15,000.00
Entitlement Costs	\$50,000.00
Architects & Engineering	\$415,500.00
Civil Engineering	\$88,500.00
Environmental Consultant	\$10,000.00
Soils/Geotechnical	\$20,000.00
Legal	\$220,000.00
Third Party Inspections/Reports	\$25,000.00
Other Consultants	\$75,000.00
Hard Costs	Amount
Site Work	\$1,466,997.59
Sidewalk / ADA upgrade	\$358,309.80
Landscaping	\$150,000.00
Pylons	\$200,000.00
Lighting Retrofit	\$130,000.00
Stormwater Management Site Costs	\$300,000.00
Building Demolition	\$300,150.00
Shell Construction (Grocer)	\$4,310,597.40
Shell Construction (Retailer)	\$2,750,000.00
Shell Construction (Space 18)	\$742,356.02
Façade / Non Anchor	\$1,500,000.00
Roofing	\$100,000.00
Contingency (Soft, Hard and Maintenance Costs)	\$1,811,104.84
Environmental / Asbestos	\$348,000.00
Parking Improvements	\$977,768.94
Tenant Specific Costs (Landlord Work, TI and Commissions)	\$3,597,868.66
Tenant Relocation and Buy Out Costs	\$1,884,072.83
TOTAL	\$21,906,226.08

EXHIBIT E

Form of Disclosure Affidavit

State of Illinois)
) ss
County of _____)

I, _____, reside at _____ in the
City/Village of _____, County of _____, State of
Illinois, being first duly sworn and having personal knowledge of the below facts, swear to the
following:

That I am over the age of eighteen and serve as the _____ of _____ (the
"Developer").

That the property in question has a common street address referred to as:
_____, in the Village of Tinley Park, County of Cook,
State of Illinois, and with a Property Index Number(s) of _____ (hereinafter
"Redevelopment Property").

That I understand that pursuant to Illinois law, prior to execution of the redevelopment agreement
between the Developer and the Village, Illinois law requires the owner, authorized trustee, corporate
official or managing member or agent to submit a sworn affidavit to the Village disclosing the identity
of every owner and beneficiary who will obtain any interest, real or personal, in the Property and/or
Project, and every shareholder who will be entitled to receive more than 7.5% of the total distributable
income of any corporation having any interest, real or personal, in the Redevelopment Property and/or
project after this transaction is consummated.

As the owner, authorized trustee, corporate official or managing member or agent, I declare under oath
that (choose one):

- (a) The owners or beneficiaries of the trust are _____; or
- (b) The shareholders with more than 7.5% interest are _____; or
- (c) The members with more than 7.5% interest in the limited liability company are _____, or
- (d) The corporation is publicly traded and there is no readily known individual having greater than
a 7.5% interest in the corporation.

This instrument is made to induce the Village to enter into the redevelopment agreement and in
accordance with the Illinois law.

Affiant: _____

Subscribed and Sworn to before me this _____ day of September, 2020.

Notary Public

EXHIBIT F
Redevelopment Project Costs

Soft Costs	Amount
Pro-rated Soft Costs ¹	\$389,645.25
SOFT COST TOTAL	\$389,645.25
Hard Costs	Amount
Site Work	\$1,466,997.59
Sidewalk / ADA upgrade	\$358,309.80
Landscaping	\$150,000.00
Pylons	\$200,000.00
Lighting Retrofit	\$130,000.00
Stormwater Management Site Costs	\$300,000.00
Building Demolition	\$300,150.00
Façade / Non Anchor	\$1,500,000.00
Roofing	\$100,000.00
Environmental / Asbestos	\$348,000.00
Parking Improvements	\$977,768.94
Tenant Specific Costs (Landlord Work and TI)	\$1,129,126.75
Tenant Relocation and Buy Out Costs	\$750,000
HARD COST TOTAL	\$7,710,354.75²
TOTAL	\$8,100,000.00

¹ Soft costs which are eligible Redevelopment Project Costs have been estimated based on the ratio of Redevelopment Project Costs hard costs divided by total Project hard costs.

² The Developer has estimated \$1,811,104.84 in hard and soft contingency costs. All contingency costs expended in furtherance of Redevelopment Project Costs shall be reimbursable subject to the Maximum Reimbursement Amount.

EXHIBIT G

Form of Certificate of Expenditure

Date: _____, 2021

To: Village of Tinley Park, (the "Village")

Re: Brixmor/IT Tinley Park Plaza, LLC ("Developer") \$_____ Incremental Tax Reimbursement

This Certificate of Expenditure is provided pursuant to the Village of Tinley Park Tax Increment Financing Redevelopment Agreement (Tinley Park Plaza Phase I) by and between Developer and the Village, dated _____, 2020, as authorized pursuant to Resolution No. 2020-R-_____ (the "Redevelopment Agreement"). All terms used herein shall have the same meaning as when used in the Redevelopment Agreement.

Developer hereby certifies that, as of the date hereof, \$_____ has been advanced by Developer in connection with the Project. Such amount has been properly incurred, is a proper charge made or to be made in connection with the Project costs, including Redevelopment Project Costs. Total Project costs are \$_____ and Redevelopment Project Costs are \$_____. Documents substantiating these expenditures and their payment are attached hereto.

IN WITNESS WHEREOF, Developer has caused this certification to be signed on its behalf as of the date shown above.

Brixmor/IT Tinley Park Plaza, LLC

By: _____

Name: John Hendrickson

Title: Executive Vice President

097205.000009 4821-8878-9953.5

OWNERSHIP DISCLOSURE AFFIDAVIT

State of Illinois)
) ss
County of Cook)

I, John Henderson, having a principal business address of 8700 West Bryn Mawr Avenue, Suite 1000-S, Chicago, Illinois 60631, County of Cook, State of Illinois, being first duly sworn and having personal knowledge of the below facts, swear to the following:

That I am over the age of eighteen and serve as the Executive Vice President of Brixmor/IA Tinley Park Plaza, LLC (the "Developer").

That the property in question has a common street address referred to as: 15903-16205 Harlem Avenue, in the Village of Tinley Park, County of Cook, State of Illinois, and with a Property Index Number(s) of 28-19-100-057 and 28-19-100-058 (hereinafter "Redevelopment Property").

That I understand that pursuant to Illinois law, prior to execution of the redevelopment agreement between the Developer and the Village, Illinois law requires the owner, authorized trustee, corporate official or managing member or agent to submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Property and/or Project, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the Redevelopment Property and/or project after this transaction is consummated.

As the owner, authorized trustee, corporate official or managing member or agent, I declare under oath that Brixmor/IA Tinley Park Plaza, LLC is the wholly owned subsidiary of Brixmor Property Group Inc., a publicly traded corporation. There are no readily known individuals that own more than 7.5% of Brixmor Property Group other than as may be disclosed from time to time in Brixmor Property Group Inc.'s filings with the Security and Exchange Commission.

This instrument is made to induce the Village to enter into the redevelopment agreement and in accordance with the Illinois law.

Affiant: _____

Subscribed and Sworn to before me this 15th day of September, 2020.

Notary Public

097205.000009 4842-4876-5386.1

