
THE VILLAGE OF TINLEY PARK

**Cook County, Illinois
Will County, Illinois**

**RESOLUTION
NO. 2020-R-006**

**A RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT AND
RELEASE BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY
(RTA); COUNTY OF COOK; VILLAGE OF FOREST VIEW; VILLAGE OF
TINLEY PARK; VILLAGE OF LEMONT; VILLAGE OF ORLAND PARK;
ELK GROVE VILLAGE; VILLAGE OF MELROSE PARK; VILLAGE OF
HAZEL CREST; VILLAGE OF NORTH BROOK AS PLAINTIFFS AND THE
VILLAGE OF CHANNAHON, MINORITY DEVELOPMENT COMPANY,
LLC, AND MTS CONSULTING, LLC, AND NON-PARTY SOUTHWEST JET
FUEL CO. AS DEFENDANTS RELATIVE TO COOK COUNTY
CONSOLIDATED CASES 2011 CH 29744 AND 2011 CH 34266 INVOLVING
THE MATTER OF SOURCING AND REPORTING OF SALES TAXES**

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

**CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
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, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125, Chicago, IL 60606

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-006

**A RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT AND
RELEASE BETWEEN THE REGIONAL TRANSPORTATION
AUTHORITY (RTA); COUNTY OF COOK; VILLAGE OF FOREST
VIEW; VILLAGE OF TINLEY PARK; VILLAGE OF LEMONT;
VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; VILLAGE OF
MELROSE PARK; VILLAGE OF HAZEL CREST; VILLAGE OF
NORTH BROOK AS PLAINTIFFS AND THE VILLAGE OF
CHANNAHON, MINORITY DEVELOPMENT COMPANY, LLC, AND
MTS CONSULTING, LLC, AND NON-PARTY SOUTHWEST JET FUEL
CO. AS DEFENDANTS RELATIVE TO COOK COUNTY
CONSOLIDATED CASES 2011 CH 29744 AND 2011 CH 34266
INVOLVING THE MATTER OF SOURCING AND REPORTING OF
SALES TAXES**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park believe and hereby declare that it is in the best interest of the Village and its residents in order to avoid uncertainties of litigation and without admitting any liability to authorize the Village President and/or Village Manager to execute the Settlement Agreement, attached hereto as Exhibit 1; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: The President and Board of Trustees hereby authorize the Village President and/or Village Manager to execute the Settlement Agreement, attached hereto as Exhibit 1, subject to review as to form by the Village Attorney.

SECTION 3: 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: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 4TH day of February, 2020.

AYES: Berq, Brady, Brennan, Galante, Mueller

NAYS: None

ABSENT: Glotz

APPROVED THIS 4th day of February, 2020.


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village 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-006, **“A RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY (RTA); COUNTY OF COOK; VILLAGE OF FOREST VIEW; VILLAGE OF TINLEY PARK; VILLAGE OF LEMONT; VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; VILLAGE OF MELROSE PARK; VILLAGE OF HAZEL CREST; VILLAGE OF NORTH BROOK AS PLAINTIFFS AND THE VILLAGE OF CHANNAHON, MINORITY DEVELOPMENT COMPANY, LLC, AND MTS CONSULTING, LLC, AND NON-PARTY SOUTHWEST JET FUEL CO. AS DEFENDANTS RELATIVE TO COOK COUNTY CONSOLIDATED CASES 2011 CH 29744 AND 2011 CH 34266 INVOLVING THE MATTER OF SOURCING AND REPORTING OF SALES TAXES,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 4, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of February, 2020.



VILLAGE CLERK

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") made as of the 23rd day of January, 2020, by and between the Plaintiffs to consolidated cases 2011 CH 29744 and 2011 CH 34266 (the REGIONAL TRANSPORTATION AUTHORITY (the RTA); the COUNTY OF COOK; the VILLAGE OF FOREST VIEW; the VILLAGE OF TINLEY PARK; the VILLAGE OF LEMONT; the VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; the VILLAGE OF MELROSE PARK; the VILLAGE OF HAZEL CREST; and the VILLAGE OF NORTHBROOK (collectively, "PLAINTIFFS")) and Defendants the VILLAGE OF CHANNAHON ("CHANNAHON"); MINORITY DEVELOPMENT COMPANY, LLC ("MINORITY") and MTS CONSULTING, LLC ("MTS"), and non-party SOUTHWEST JET FUEL CO. ("SWJF"), WITNESSETH:

WHEREAS, the RTA is a special purpose unit of local government and municipal corporation of the State of Illinois with service to and jurisdiction over the following counties in respect to mass ground public transit: Cook, DuPage, Kane, Lake, McHenry, and Will;

WHEREAS, the COUNTY of COOK is a body politic and corporate of the State of Illinois;

WHEREAS, the Villages of FOREST VIEW; TINLEY PARK; ORLAND PARK; ELK GROVE VILLAGE; HAZEL CREST; and NORTHBROOK are Illinois home rule municipalities;

WHEREAS, the Villages of LEMONT and MELROSE PARK are Illinois non-home rule municipalities;

WHEREAS, the PLAINTIFFS are entitled to certain shares of retailers' occupation taxes imposed on the business of selling tangible personal property within their jurisdictions pursuant to state law ("sales tax");

WHEREAS, MINORITY is an Illinois limited liability company.

WHEREAS, CHANNAHON is an Illinois home rule municipality in Will and Grundy Counties, Illinois;

WHEREAS, on or around December 2, 2002, MINORITY entered into an economic development agreement ("EDA") with CHANNAHON (the "Channahon EDA"). Pursuant to the terms of the Channahon EDA, MINORITY attracted certain retail entities ("RETAILERS") to participate in a sales tax rebate program in CHANNAHON ("Channahon tax-rebate program") through Agency Agreements with MINORITY;

WHEREAS, RETAILERS contracting with MINORITY through Agency Agreements pursuant to the CHANNAHON EDA reported to the Illinois Department of Revenue that certain of their sales took place in CHANNAHON, and thereafter received rebates of certain taxes collected from their reported retail sales in those municipalities;

WHEREAS, MTS is an Illinois limited liability company in the business of providing tax and consulting services. Through a Marketing Agreement with MINORITY, MTS also attracted RETAILERS to participate in the Channahon tax-rebate program.

WHEREAS, SWJF is a Texas corporation headquartered in Dallas, Texas;

WHEREAS, on June 1, 2007, SWJF entered into an Agency Agreement with MTS whereby MTS was retained to manage and operate SWJF's regional sales administration center in Channahon, Illinois,

whereby SWJF received rebates of certain taxes collected from their reported retail sales in Channahon in connection with the CHANNAHON EDA (the "SWJF-MTS Agency Agreement") ;

WHEREAS, the PLAINTIFFS assert that the RETAILERS, including SWJF subject to Agency Agreements with MINORITY or MTS pursuant to the CHANNAHON EDA engaged in the business of selling within one or more of the PLAINTIFFS' taxing jurisdictions, but improperly reported those sales as taking place in CHANNAHON;

WHEREAS, the PLAINTIFFS assert that, as a result of the mis-reporting of retail sales as taking place in CHANNAHON, the PLAINTIFFS lost sales tax revenues that would otherwise have been paid to them by the State of Illinois, as well as a 30% Public Transportation Fund match payable to the RTA pursuant to 70 ILCS 3615/4.09(a)(1)-(2);

WHEREAS, CHANNAHON contends that it has continually followed and abided by the laws of the State of Illinois and the regulations promulgated by the Illinois Department of Revenue regarding the sourcing and reporting of retail sales for tax purposes;

WHEREAS, the PLAINTIFFS brought suit against CHANNAHON, MINORITY, MTS, and others in the Circuit Court of Cook County, Illinois, as consolidated cases 2011 CH 29744 and 2011 CH 34266 (the "Lawsuit") alleging violations of Illinois statutory and common law, including violations of 65 ILCS 5/8-11-21, and losses due to the improper sourcing of sales taxes;

WHEREAS, CHANNAHON, MINORITY, MTS and SWJF deny any wrongdoing or violation of law, and further deny any liability to PLAINTIFFS;

WHEREAS, CHANNAHON has asserted that MINORITY breached the CHANNAHON EDA by failing to obtain appropriate indemnifications with all retailers that MINORITY attracted to the CHANNAHON tax-rebate program;

WHEREAS, MINORITY has denied that it breached the CHANNAHON EDA;

WHEREAS, CHANNAHON has withheld the payment of funds to MINORITY due to the instant litigation and the breach of contract which CHANNAHON asserts;

WHEREAS, MTS, MINORITY, and SWJF, all claim an interest in some portion of the withheld funds;

WHEREAS, all of the aforementioned parties (collectively, the "parties") are desirous of resolving all contested matters presently existing in regard to the Lawsuit, the issues arising out of the Lawsuit, the CHANNAHON EDA, and the "SWJF-MTS Agency Agreement");

NOW, THEREFORE, IT IS AGREED as follows:

1. The recitals set forth above are incorporated herein by reference and are made a part of this Agreement.
2. CHANNAHON shall cause to be paid to the PLAINTIFFS the sum of five hundred ten thousand dollars (\$510,000.00) within twenty-one (21) days of execution of this Agreement. Said payment shall be delivered and made payable to the RTA for distribution among the PLAINTIFFS in any manner agreed to by and between the PLAINTIFFS. The Agreement shall be deemed executed when all parties to the agreement have signed the agreement and signature pages have been exchanged between all parties.

3. CHANNAHON shall cause to be paid directly to SWJF the sum of three hundred two thousand seven hundred fifty-four dollars and eighty-four cents (\$302,754.84) within twenty-one (21) days of execution of this Agreement. Said payment shall be made by either: (a) wire to Southwest Airlines Co., JP Morgan Chase Bank, 2200 Ross Ave, Dallas, TX 75201, ABA # 021000021, SWIFT: CHASUS33, A/C # 98120109 ATTENTION Eric Hurst; or (b) ACH payment to: Southwest Airlines Co., JP Morgan Chase Bank, 2200 Ross Ave, Dallas, TX 75201, ABA # 111000614, A/C # 98120109, ATTENTION Eric Hurst.
4. CHANNAHON shall cause to be paid to MTS and Minority the sum of one hundred thousand nine hundred eighteen dollars and twenty-nine cents (\$100,918.29) within twenty-one (21) days of execution of this Agreement. Said payment shall be made to Minority to hold and distribute amongst MTS and Minority as the two shall agree.
5. CHANNAHON shall cause to be paid to MINORITY the sum of five thousand three hundred sixteen dollars and eighty-seven cents (\$5,316.87) within twenty-one days (21 days of execution of this Agreement.
6. Commencing not later than the date of execution of this Agreement, MINORITY, MTS, and CHANNAHON will terminate any and all agreements between and among them regarding the sourcing of sales taxes to CHANNAHON and will not re-enter, renew, or otherwise make operational the EDA previously entered or any other agreement between and among them regarding the sourcing of sales taxes.
7. CHANNAHON agrees to follow and abide by the laws of the State of Illinois and the regulations promulgated by the Illinois Department of Revenue regarding the sourcing and reporting of retail sales for tax purposes, as now in effect and to be amended and/or enacted in the future.
8. Notwithstanding anything to the contrary herein, this Agreement shall not preclude or prohibit CHANNAHON from entering into economic development agreements allowed by law.
9. If CHANNAHON determines at any time in the future to enter into an EDA or like agreement with a retail entity that engages in the business of selling within the RTA's six-county taxing jurisdiction (which necessarily encompasses the taxing jurisdictions of the other PLAINTIFFS), it agrees to provide the RTA with written notice of the terms of the contemplated EDA or like agreement at least 30 days before said EDA or like agreement is to become effective. Said written notice must describe the contemplated sales activity.
10. Within ten (10) business days following the RTA's receipt of the above-described payment, the PLAINTIFFS shall dismiss with prejudice all remaining claims against CHANNAHON, MINORITY and MTS;
11. All other claims now pending in the Lawsuit that are unrelated to the CHANNAHON EDA, or the "SWJF-MTS Agency Agreement" are unaffected by this settlement.
12. Plaintiffs' Release of CHANNAHON—In consideration for the above-described payments and the other consideration set forth herein, the PLAINTIFFS hereby fully and forever release, remise, acquit and discharge CHANNAHON, and their successors,

affiliates, related entities, subsidiaries, divisions, departments, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and elected officials ("CHANNAHON RELEASED PARTIES") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which the PLAINTIFFS now hold or may at any time own or hold against the CHANNAHON RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the Channahon EDA or the activities of MINORITY, or any RETAILER that received sales tax rebates from CHANNAHON directly or indirectly as a result of the Channahon EDA. Nothing herein shall be construed to release the CHANNAHON RELEASED PARTIES from any obligations under this Agreement.

13. Plaintiffs' Release of MINORITY, MTS, SWJF and RETAILERS--In consideration for the above-described payment and the other consideration set forth herein, the PLAINTIFFS hereby fully and forever remise, acquit and discharge, MINORITY, MTS, SWJF and the RETAILERS and their parents, subsidiaries, successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors ("MINORITY RELEASED PARTIES") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which the PLAINTIFFS now hold or may at any time own or hold against the MINORITY RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions occurring before the effective date of this Agreement including, but not limited to, any matters relating in any way to the Lawsuit, the Channahon EDA, the SWJF-MTS Agency Agreement or the activities of MINORITY, MTS, SWJF or any RETAILER that received sales tax rebates from CHANNAHON directly or indirectly as a result of the Channahon EDA or SWJF-MTS Agency Agreement. Nothing herein shall be construed to release the MINORITY RELEASED PARTIES from any obligations under this Agreement.
14. Release of PLAINTIFFS--In consideration of the rights, obligations and other terms as stated in this Agreement, CHANNAHON, MINORITY, MTS and SWJF hereby fully and forever release, remise, acquit and discharge PLAINTIFFS and their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (collectively, "PLAINTIFF RELEASED PARTIES") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which CHANNAHON, MINORITY, MTS or SWJF now hold or may at any time own or hold against the PLAINTIFF RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the Channahon EDA, the SWJF-MTS Agency Agreement or the activities of MINORITY, MTS, SWJF or any RETAILER that received sales tax rebates from CHANNAHON directly or indirectly as a result of the Channahon EDA or SWJF-MTS Agency Agreement. Nothing herein shall be construed to release the PLAINTIFF RELEASED PARTIES from any obligations under this Agreement.
15. Release of CHANNAHON by MINORITY, MTS, and SWJF -- In consideration of the

rights, obligations and other terms as stated in this Agreement, MINORITY, MTS and SWJF hereby fully and forever release, remise, acquit and discharge CHANNAHON and their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (collectively, "CHANNAHON RELEASED PARTIES") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which MINORITY, MTS or SWJF now hold or may at any time own or hold against the CHANNAHON RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the Channahon EDA or the activities of MINORITY, MTS, SWJF or any RETAILER that received sales tax rebates from CHANNAHON directly or indirectly as a result of the Channahon EDA, Nothing herein shall be construed to release the CHANNAHON RELEASED PARTIES from any obligations under this Agreement.

16. Release of MINORITY by MTS, SWJF, and CHANNAHON--In consideration of the rights, obligations and other terms as stated in this Agreement, CHANNAHON, MTS and SWJF hereby fully and forever release, remise, acquit and discharge MINORITY and its successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (collectively, "MINORITY RELEASED PARTIES") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which , CHANNAHON, MTS or SOUTHWEST now hold or may at any time own or hold against the MINORITY RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the Channahon EDA; the activities of MINORITY, MTS, SWJF, or any RETAILER that received sales tax rebates from CHANNAHON directly or indirectly as a result of the Channahon EDA; and / or any contract to which MINORITY was a party. Nothing herein shall be construed to release the MINORITY RELEASED PARTIES from any obligations under this Agreement.

17. Release of MTS by MINORITY, SWJF, and CHANNAHON--In consideration of the rights, obligations and other terms as stated in this Agreement, CHANNAHON, MINORITY, and SWJF hereby fully and forever release, remise, acquit and discharge MTS and its successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (collectively, "MTS RELEASED PARTIES") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which , CHANNAHON, MINORITY, or SWJF now hold or may at any time own or hold against the MTS RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the Channahon EDA; the activities of MINORITY, MTS, SWJF or any RETAILER that received sales tax rebates from CHANNAHON directly or indirectly as a result of the Channahon EDA; and / or any contract to which MTS was a party. Nothing herein shall be construed to release the MTS RELEASED PARTIES from any obligations under this Agreement.

18. Release of SWJF by MINORITY, MTS, and CHANNAHON--In consideration of the rights, obligations and other terms as stated in this Agreement, CHANNAHON, MINORITY, and MTS hereby fully and forever release, remise, acquit and discharge SWJF and its parents, subsidiaries, successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (collectively, "SWJF RELEASED PARTIES") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which , CHANNAHON, MINORITY, or MTS now hold or may at any time own or hold against the SWJF RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions in any way to the Lawsuit, the Channahon EDA, the SWJF-MTS Agency Agreement or the activities of MINORITY, MTS, SWJF or any RETAILER that received sales tax rebates from CHANNAHON directly or indirectly as a result of the Channahon EDA or SWJF-MTS Agency Agreement.. Nothing herein shall be construed to release the SOUTHWEST RELEASED PARTIES from any obligations under this Agreement.
19. The parties acknowledge and agree that this settlement shall in no way affect the distribution of funds or the assessment of liability that may be made by the Illinois Department of Revenue pursuant to any pending and/or future audits of any of the released parties and/or related retailers. Further, notwithstanding anything in this Agreement to the contrary, Channahon agrees to remit any funds received from the State of Illinois subsequent to the date of this Agreement as a result of sales sourced in Channahon per the Channahon EDA to Minority as if the Channahon EDA was still in effect. Likewise, Channahon shall not interfere with efforts by Minority to seek the further distribution of funds from the Illinois Department of Revenue for sales sourced in Channahon prior to the date of this Agreement and shall remit any such funds received to Minority per the terms of the Channahon EDA.
20. The parties recognize that this Agreement is subject to disclosure upon request pursuant to the Illinois Freedom of Information Act.
21. Each and every term of this Agreement shall be binding upon and inure to the benefit of each party's successors and assigns.
22. Nothing in this Agreement can be construed as an admission or acknowledgement of wrongdoing or liability on behalf of CHANNAHON, MINORITY, MTS, SWJF, or any RETAILER.
23. The RETAILERS, along with those PLAINTIFF RELEASED PARTIES, CHANNAHON RELEASED PARTIES, MINORITY RELEASED PARTIES, MTS RELEASED PARTIES AND SWJF RELEASED PARTIES who are not deemed direct parties to this Agreement are intended third-party beneficiaries of this Agreement, and may rely upon and avail themselves of the Release provided by this Agreement in any future litigation, or threatened litigation, with the PLAINTIFF RELEASED PARTIES. This Agreement may not be relied upon for any purpose by, or create any rights in, any other person who is not a party to this Agreement or a released party.
24. This Agreement constitutes the entire, complete and integrated statement of each and every term and provision agreed to by and among the parties and is not subject to any condition not provided for herein. This Agreement supersedes any prior representations, promises,

or warranties (oral or otherwise) made by any party in respect to this matter, and no party shall be liable or bound to any other party for any prior representation, promise or warranty (oral or otherwise) except for those expressly set forth in this Agreement. This Agreement shall not be modified in any respect except by a writing executed by all parties hereto.

25. It is acknowledged that each party, with the assistance of competent counsel, has participated in the drafting of this Agreement. The parties agree that this Agreement has been negotiated at arms' length by parties of equal bargaining power, each of whom was represented by competent counsel of its own choosing. None of the parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter.
26. The parties expressly declare and represent that they have read this Agreement and that they have consulted with their respective counsel regarding the meaning of the terms and conditions contained herein. The parties further expressly declare and represent that they fully understand the content and effect of this Agreement, that they approve and accept the terms and conditions contained herein, and that they enter into this Agreement willingly, knowingly, and without compulsion.
27. Should any of the provisions of this Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provisions shall be deemed not to be a part of this Agreement, unless the illegality or invalidity of the illegal or invalid part, term or provision causes this Agreement to fail of its essential purpose, in which case, this entire Agreement shall become invalid and shall be null and void.
28. Each of the undersigned declares and represents that he or she is competent to execute this instrument and that he or she is duly authorized, and has the full legal right and authority, to execute this Agreement on behalf of the party for whom he or she is signing.
29. The parties shall bear their own expenses, including costs and attorneys' fees, incurred in connection with the negotiation, drafting, and execution of this Agreement, and all matters relating to the subject matter herein.
30. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Agreement.
31. The parties agree that the terms of this Agreement are contractual and that any dispute as to its interpretation shall be interpreted in accordance with the laws of the State of Illinois, without regard for its choice of law rules.
32. The parties agree that any disputes regarding or arising out of this Agreement must be brought and heard in the Circuit Court of Cook County, Illinois and the parties hereby consent to the venue and exercise of jurisdiction over them by such courts.
33. Should any court of law find any term or clause invalid, that term or clause only shall be omitted from enforcement and all other terms herein will remain enforceable.

WHEREFORE, the parties set their hands as of the date first above written.

REGIONAL TRANSPORTATION AUTHORITY

By: *[Signature]*

Its: EXECUTIVE DIRECTOR
REGIONAL TRANSPORTATION AUTHORITY

MTS CONSULTING, LLC

By: _____

Its: _____

VILLAGE OF FOREST VIEW

By: _____

Its: _____

VILLAGE OF TINLEY PARK

By: _____

Its: _____

VILLAGE OF LEMONT

By: _____

Its: _____

ELK GROVE VILLAGE

By: _____

Its: _____

VILLAGE OF HAZEL CREST

By: _____

Its: _____

MINORITY DEVELOPMENT COMPANY, LLC

By: _____

Its: _____

SOUTHWEST JET FUEL, CO.

By: _____

Its: _____

COUNTY OF COOK

By: _____

Its: _____

VILLAGE OF CHANNAHON

By: _____

Its: _____

VILLAGE OF ORLAND PARK

By: _____

Its: _____

VILLAGE OF MELROSE PARK

By: _____

Its: _____

VILLAGE OF NORTHBROOK

By: _____

Its: _____

REGIONAL TRANSPORTATION AUTHORITY

By: _____

Its: _____

MTS CONSULTING, LLC

By:  _____

Its: CFO _____

VILLAGE OF FOREST VIEW

By: _____

Its: _____

VILLAGE OF TINLEY PARK

By:  _____

Its: Village President _____

VILLAGE OF LEMONT

By: _____

Its: _____

ELK GROVE VILLAGE

By: _____

Its: _____

VILLAGE OF HAZEL CREST

By: _____

Its: _____

MINORITY DEVELOPMENT COMPANY, LLC

By: _____

Its: _____

SOUTHWEST JET FUEL, CO.

By: _____

Its: _____

COUNTY OF COOK

By: _____

Its: _____

VILLAGE OF CHANNAHON

By: _____

Its: _____

VILLAGE OF ORLAND PARK

By: _____

Its: _____

VILLAGE OF MELROSE PARK

By: _____

Its: _____

VILLAGE OF NORTHBROOK

By: _____

Its: _____

REGIONAL TRANSPORTATION AUTHORITY

By: _____

Its: _____

MTS CONSULTING, LLC

By: _____

Its: _____

VILLAGE OF FOREST VIEW

By: James Bell

Its: VILLAGE PRESIDENT

VILLAGE OF TINLEY PARK

By: _____

Its: _____

VILLAGE OF LEMONT

By: _____

Its: _____

ELK GROVE VILLAGE

By: _____

Its: _____

VILLAGE OF HAZEL CREST

By: _____

Its: _____

MINORITY DEVELOPMENT COMPANY, LLC

By: _____

Its: _____

SOUTHWEST JET FUEL, CO.

By: _____

Its: _____

COUNTY OF COOK

By: _____

Its: _____

VILLAGE OF CHANNAHON

By: _____

Its: _____

VILLAGE OF ORLAND PARK

By: _____

Its: _____

VILLAGE OF MELROSE PARK

By: _____

Its: _____

VILLAGE OF NORTHBROOK

By: _____

Its: _____

REGIONAL TRANSPORTATION AUTHORITY

By: _____

Its: _____

MTS CONSULTING, LLC

By: [Signature]

Its: CFO

VILLAGE OF FOREST VIEW

By: _____

Its: _____

VILLAGE OF TINLEY PARK

By: Michael W. [Signature]

Its: Village President Pro-Tem

VILLAGE OF LEMONT

By: _____

Its: _____

ELK GROVE VILLAGE

By: _____

Its: _____

VILLAGE OF HAZEL CREST

By: _____

Its: _____

MINORITY DEVELOPMENT COMPANY, LLC

By: _____

Its: _____

SOUTHWEST JET FUEL, CO.

By: _____

Its: _____

COUNTY OF COOK

By: _____

Its: _____

VILLAGE OF CHANNAHON

By: _____

Its: _____

VILLAGE OF ORLAND PARK

By: _____

Its: _____

VILLAGE OF MELROSE PARK

By: _____

Its: _____

VILLAGE OF NORTHBROOK

By: _____

Its: _____

REGIONAL TRANSPORTATION AUTHORITY

By: _____

Its: _____

MTS CONSULTING, LLC

By: _____

Its: _____

VILLAGE OF FOREST VIEW

By: _____

Its: _____

VILLAGE OF TINLEY PARK

By: _____

Its: _____

VILLAGE OF LEMONT

By: *[Signature]*

Its: *Village President*

ELK GROVE VILLAGE

By: _____

Its: _____

VILLAGE OF HAZEL CREST

By: _____

Its: _____

MINORITY DEVELOPMENT COMPANY, LLC

By: _____

Its: _____

SOUTHWEST JET FUEL, CO.

By: _____

Its: _____

COUNTY OF COOK

By: _____

Its: _____

VILLAGE OF CHANNAHON

By: _____

Its: _____

VILLAGE OF ORLAND PARK

By: _____

Its: _____

VILLAGE OF MELROSE PARK

By: _____

Its: _____

VILLAGE OF NORTHBROOK

By: _____

Its: _____

REGIONAL TRANSPORTATION AUTHORITY

By: _____

Its: _____

MTS CONSULTING, LLC

By: _____

Its: _____

VILLAGE OF FOREST VIEW

By: _____

Its: _____

VILLAGE OF TINLEY PARK

By: _____

Its: _____

VILLAGE OF LEMONT

By: _____

Its: _____

ELK GROVE VILLAGE

By: *Joseph Niska*

Its: *VILLAGE ATTORNEY*

VILLAGE OF HAZEL CREST

By: _____

Its: _____

MINORITY DEVELOPMENT COMPANY, LLC

By: _____

Its: _____

SOUTHWEST JET FUEL, CO.

By: _____

Its: _____

COUNTY OF COOK

By: _____

Its: _____

VILLAGE OF CHANNAHON

By: _____

Its: _____

VILLAGE OF ORLAND PARK

By: _____

Its: _____

VILLAGE OF MELROSE PARK

By: _____

Its: _____

VILLAGE OF NORTHBROOK

By: _____

Its: _____

REGIONAL TRANSPORTATION AUTHORITY

By: _____

Its: _____

MTS CONSULTING, LLC

By: _____

Its: _____

VILLAGE OF FOREST VIEW

By: _____

Its: _____

VILLAGE OF TINLEY PARK

By: _____

Its: _____

VILLAGE OF LEMONT

By: _____

Its: _____

ELK GROVE VILLAGE

By: _____

Its: _____

VILLAGE OF HAZEL CREST

By: 

Its: President

MINORITY DEVELOPMENT COMPANY, LLC

By: _____

Its: _____

SOUTHWEST JET FUEL, CO.

By: _____

Its: _____

COUNTY OF COOK

By: _____

Its: _____

VILLAGE OF CHANNAHON

By: _____

Its: _____

VILLAGE OF ORLAND PARK

By: _____

Its: _____

VILLAGE OF MELROSE PARK

By: _____

Its: _____

VILLAGE OF NORTHBROOK

By: _____

Its: _____

consent to the venue and exercise of jurisdiction over them by such courts.

33. Should any court of law find any term or clause invalid, that term or clause only shall be omitted from enforcement and all other terms herein will remain enforceable.

WHEREFORE, the parties set their hands as of the date first above written.

REGIONAL TRANSPORTATION AUTHORITY
LLC

By: _____

Its: _____

M/T'S CONSULTING, LLC

By: _____

Its: _____

VILLAGE OF FOREST VIEW

By: _____

Its: _____

VILLAGE OF TINLEY PARK

By: _____

Its: _____

VILLAGE OF LEMONT

By: _____

Its: _____

ELK GROVE VILLAGE

By: _____

Its: _____

VILLAGE OF HAZEL CREST

By: _____

MINORITY DEVELOPMENT COMPANY,

By: Billy B.

Its: Mt. Member

SOUTHWEST JET FUEL, CO.

By: _____

Its: _____

COUNTY OF COOK

By: _____

Its: _____

VILLAGE OF CHANNAHON

By: _____

Its: _____

VILLAGE OF ORLAND PARK

By: _____

Its: _____

VILLAGE OF MELROSE PARK

By: _____

Its: _____

VILLAGE OF NORTHBROOK

By: _____

REGIONAL TRANSPORTATION AUTHORITY

By: _____

Its: _____

MTS CONSULTING, LLC

By: _____

Its: _____

VILLAGE OF FOREST VIEW

By: _____

Its: _____

VILLAGE OF TINLEY PARK

By: _____

Its: _____

VILLAGE OF LEMONT

By: _____

Its: _____

ELK GROVE VILLAGE

By: _____

Its: _____

VILLAGE OF HAZEL CREST

By: _____

Its: _____

MINORITY DEVELOPMENT COMPANY, LLC

By: _____

Its: _____

SOUTHWEST JET FUEL, CO.

By:  _____

Its: *Senior Attorney* _____

COUNTY OF COOK

By: _____

Its: _____

VILLAGE OF CHANNAHON

By: _____

Its: _____

VILLAGE OF ORLAND PARK

By: _____

Its: _____

VILLAGE OF MELROSE PARK

By: _____

Its: _____

VILLAGE OF NORTHBROOK

By: _____

Its: _____

REGIONAL TRANSPORTATION AUTHORITY

By: _____

Its: _____

MTS CONSULTING, LLC

By: _____

Its: _____

VILLAGE OF FOREST VIEW

By: _____

Its: _____

VILLAGE OF TINLEY PARK

By: _____

Its: _____

VILLAGE OF LEMONT

By: _____

Its: _____

ELK GROVE VILLAGE

By: _____

Its: _____

VILLAGE OF HAZEL CREST

By: _____

Its: _____

MINORITY DEVELOPMENT COMPANY, LLC

By: _____

Its: _____

SOUTHWEST JET FUEL, CO.

By: _____

Its: _____

COUNTY OF COOK

By: Joni Orecumide

Its: President

VILLAGE OF CHANNAHON

By: _____

Its: _____

VILLAGE OF ORLAND PARK

By: _____

Its: _____

VILLAGE OF MELROSE PARK

By: _____

Its: _____

VILLAGE OF NORTHBROOK

By: _____

Its: _____

REGIONAL TRANSPORTATION AUTHORITY

By: _____

Its: _____

MTS CONSULTING, LLC

By: _____

Its: _____

VILLAGE OF FOREST VIEW

By: _____

Its: _____

VILLAGE OF TINLEY PARK

By: _____

Its: _____

VILLAGE OF LEMONT

By: _____

Its: _____

ELK GROVE VILLAGE

By: _____

Its: _____

VILLAGE OF HAZEL CREST

By: _____

Its: _____

MINORITY DEVELOPMENT COMPANY, LLC

By: _____

Its: _____

SOUTHWEST JET FUEL, CO.

By: _____

Its: _____

COUNTY OF COOK

By: _____

Its: _____

VILLAGE OF CHANNAHON

By: 

Its: VILLAGE PRESIDENT

VILLAGE OF ORLAND PARK

By: _____

Its: _____

VILLAGE OF MELROSE PARK

By: _____

Its: _____

VILLAGE OF NORTHBROOK

By: _____

Its: _____

REGIONAL TRANSPORTATION AUTHORITY

By: _____

Its: _____

MTS CONSULTING, LLC

By: _____

Its: _____

VILLAGE OF FOREST VIEW

By: _____

Its: _____

VILLAGE OF TINLEY PARK

By: _____

Its: _____

VILLAGE OF LEMONT

By: _____

Its: _____

ELK GROVE VILLAGE

By: _____

Its: _____

VILLAGE OF HAZEL CREST

By: _____

Its: _____

MINORITY DEVELOPMENT COMPANY, LLC

By: _____

Its: _____

SOUTHWEST JET FUEL, CO.

By: _____

Its: _____

COUNTY OF COOK

By: _____

Its: _____

VILLAGE OF CHANNAHON

By: _____

Its: _____

VILLAGE OF ORLAND PARK

By: Shouwa

Its: Village Managers

VILLAGE OF MELROSE PARK

By: _____

Its: _____

VILLAGE OF NORTHBROOK

By: _____

Its: _____

REGIONAL TRANSPORTATION AUTHORITY

By: _____

Its: _____

MTS CONSULTING, LLC

By: _____

Its: _____

VILLAGE OF FOREST VIEW

By: _____

Its: _____

VILLAGE OF TINLEY PARK

By: _____

Its: _____

VILLAGE OF LEMONT

By: _____

Its: _____

ELK GROVE VILLAGE

By: _____

Its: _____

VILLAGE OF HAZEL CREST

By: _____

Its: _____

MINORITY DEVELOPMENT COMPANY, LLC

By: _____

Its: _____

SOUTHWEST JET FUEL, CO.

By: _____

Its: _____

COUNTY OF COOK

By: _____

Its: _____

VILLAGE OF CHANNAHON

By: _____

Its: _____

VILLAGE OF ORLAND PARK

By: _____

Its: _____

VILLAGE OF MELROSE PARK

By: *Thomas A. Cuper*

Its: *Village President*

VILLAGE OF NORTHBROOK

By: _____

Its: _____

REGIONAL TRANSPORTATION AUTHORITY

By: _____

Its: _____

MTS CONSULTING, LLC

By: _____

Its: _____

VILLAGE OF FOREST VIEW

By: _____

Its: _____

VILLAGE OF TINLEY PARK

By: _____

Its: _____

VILLAGE OF LEMONT

By: _____

Its: _____

ELK GROVE VILLAGE

By: _____

Its: _____

VILLAGE OF HAZEL CREST

By: _____

Its: _____

MINORITY DEVELOPMENT COMPANY, LLC

By: _____

Its: _____

SOUTHWEST JET FUEL, CO.

By: _____

Its: _____

COUNTY OF COOK

By: _____

Its: _____

VILLAGE OF CHANNAHON

By: _____

Its: _____

VILLAGE OF ORLAND PARK

By: _____

Its: _____

VILLAGE OF MELROSE PARK

By: _____

Its: _____

VILLAGE OF NORTHBROOK

By: Richard V. Vukobratovic

Its: Village Manager