

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 9th day of April, 1996), by and between the **VILLAGE OF VERNON HILLS**, an Illinois municipal corporation (the "Village") and **G.A.Z., INC.**, an Illinois corporation ("Zale"), witnesseth that the parties hereto do hereby agree as hereinafter set forth:

1. Zale intends to acquire and develop certain portions of those lands (the "Cuneo Property") which were annexed by the Village pursuant to an agreement dated November 15, 1988 (the "Annexation Agreement"). Zale's proposed development and the lands upon which that development will occur, both north and south of the EJ&E Railroad right-of-way, will be known as "Gregg's Landing". That proposed development is the subject of extensive documentation heretofore filed with the Village. Zale's efforts to accomplish such development, and its application for final approval of a Regional Planned Unit Development (the "Plan"), have been predicated on certain understandings and agreements between the Village and Zale which are memorialized by this Agreement. This Agreement also serves as a condition to final approval by the Village of Zale's Plan.

2. **Conveyances by Zale.** Following final approval of the Plan and Zale's acquisition of all lands described in Exhibits A, B and C hereto, Zale shall convey to the Village the lands described on Exhibits A and B hereto (the "Village Lands"), as provided in Paragraph 8 hereof. The Village Lands described on Exhibit A are to be developed and used by, or at the direction of the Village as an 18-hole public golf

course and associated facilities, including a driving range and a clubhouse (the "Golf Course Lands"). The Village Lands described on Exhibit B are to be developed and used as parks and for other open space purposes (the "Park Lands"). Subject to such restrictions, and to reservation or dedication of easements for utility purposes, as may be approved by the Village, and to presently existing easements and rights of record (including sewers being operated by the Village of Mundelein), Zale shall cause good and merchantable title to the Village Lands to be conveyed to the Village, to be evidenced by an owner's guaranty policy to be issued by Chicago Title Insurance Company with such exceptions contained therein as are acceptable to the Village. In accepting the Village Lands, the Village shall accept no liability or responsibility for any environmental conditions which may exist prior to or at the time of transfer of the Village Lands. Zale does hereby indemnify and hold the Village harmless from any future environmental actions which may be brought by any government agency over conditions which are proven to exist prior to or at the time of transfer of the Village Lands.

3. **Present Improvements Upon The Village Lands.** The Village Lands are unimproved except for a structure situated near the north shore of Harvey Lake on ~~Exhibit B~~. Although heretofore that structure has been used as a residence, it is not being transferred as a residence or for residential purposes. Zale makes no representation or warranty as to the condition of that structure as of the date hereof, or as of the date when the Village Lands are conveyed to the Village. Except as provided in Paragraph 2, above, the Village Lands are to be conveyed to the Village "as is", as of the date of conveyance, and any loss or damage occurring to the

aforesaid structure or elsewhere upon the Village Lands shall be at the risk of the Village. Moreover, the parties understand that the aforesaid structure presently is served by utility lines (including water, gas and electricity), which may be damaged, disconnected, abandoned, or removed as the result of Zale's acquisition and development of Gregg's Landing. Zale agrees to construct a paved road from Lakeview Parkway to the structure, and to extend utilities and utility lines to the structure prior to the Village accepting the structure.

4. **Subsequent Improvement of the Park and Open Space Lands.**

A. Within one hundred twenty (120) days following the Effective Date, the Village shall advise Zale as to how and where it desires park areas to be developed within the Park Lands, including specific designation as to the portions of each park area upon which a turf crop is to be established, and the required grade and elevations of each site; provided, however, that Zale in no event shall be required to provide fill or to raise any part of any park site out of the flood plain. Zale, at its expense, shall cause utilities to be extended to each designated park area and shall cause a turf crop to be established within each park area in the locations designated by the Village -- all as and to the extent required by applicable Village ordinance. With respect to each park area, the aforesaid work to be performed by Zale shall be completed on or before the date on which building permits have been issued for construction of 75% of the residential dwelling units which are allowable within the development pod which is immediately adjacent to such park area, or the date which is three (3) years subsequent to the date of the first building permit issued within such pod,

whichever is earlier. In the event the aforesaid completion dates are not satisfied, the Village may, amongst the other remedies available to the Village, withhold issuance of building permits within such pod until completion by Zale.

B. The park site adjacent to Pod 9 shall be developed by Zale in conformance with the plans submitted by the Vernon Hills Park District. At its sole expense, Zale shall provide a paved driveway providing vehicular access to such park area from a public street, and shall provide a paved parking area within such park area adjacent to such driveway.

C. The Lake Charles Dam (the "Dam") shall be replaced by Zale at its sole expense strictly in accordance with plans approved by the Illinois Department of Natural Resources and the Lake County Stormwater Management Commission. The Dam work to be performed by Zale shall include concrete work sufficient to serve as a foundation and support for a 14 foot wide bridge traversing the Dam, and shall include provisions for the required bolt pattern, but any bridge to be built upon or across the Dam shall be constructed by the Village at its sole expense.

D. In all other respects, the Park Lands hereto shall be conveyed to the Village in their unimproved present condition.

5. **Subsequent Improvement of the Golf Course Lands.**

A. Within the Golf Course Lands, Zale shall have the right, at Zale's sole expense and for Zale's development purposes, to construct and install utilities and facilities which serve only the residential development upon Gregg's Landing including, without limitation; water mains, sanitary sewer lines, storm

water sewer lines, electricity supply lines, natural gas supply lines, telephone lines and television cable lines. All such installations shall be underground and at such locations as may be approved by the Village in its sole discretion. The Village shall grant Zale easements in form approved by the Village for the maintenance and repair of such utilities. Following installation of all utilities constructed by Zale within Golf Course Lands, the affected Golf Course Lands shall be backfilled to an 85% compaction measurement and shall be guaranteed by Zale from settlement for a period of three (3) years from the date of completion through the posting with the Village of a maintenance bond as required by Village Ordinance. No draw shall be made on such bond unless any defect as to which Zale has received written notice has not been cured within twenty-one (21) days following Zale's receipt of such notice, such period to be extended to the extent made necessary by weather conditions.

B. Pursuant to plans and specifications jointly approved by Zale and the Village, any storm water drainage pipes installed to serve residential development in Gregg's Landing also may be utilized by the Village for golf course drainage, without cost to the Village. However, any storm water drainage pipes necessary to provide the golf course itself with proper storm water management, which are to be used exclusively for such purpose, shall be installed by the Village at its sole expense.

C. Zale also shall have the right, at Zale's sole expense, to construct upon the Golf Course Lands hereto permanent storm water storage ponds which serve only the residential development upon Gregg's Landing. Such ponds may

be constructed only at the locations agreed upon between the parties hereto, so as to constitute amenities for the golf course operation, pursuant to plans prepared by Dick Nugent and Associates dated November 15, 1995. For a period of three (3) years from the date of completion, or the date such pond first has filled with water to the normal water level, whichever is later, each such pond shall be guaranteed against leakage by Zale. Such guarantee shall require Zale to post a maintenance bond with the Village as required by Village Ordinance.

D. Zale, at its sole expense, shall design and construct four (4) tunnels for the purpose of transporting golfers under Gregg's Parkway and Huntington Drive at agreed upon locations, all subject to the Village's review and approval. Such construction shall include installation of pumps and necessary power to operate same, where needed at two (2) of the tunnel sites.

E. In consideration of reimbursement to be made by the Village as hereinafter provided, Zale also agrees to cause other work to be performed upon the Golf Course Lands. The nature, scope and timing of such work ("Village Golf Course Work") shall be as is set forth in Exhibit E attached hereto. Such work shall be performed by Zale through the use of contractors performing similar work for Zale, to be performed at the same time as the performance of such similar work for Zale. (The Village Golf Course Work relates to all mass grading required for the golf course itself, including the construction of storm water storage ponds required to serve the golf course itself and the installation of clay liners in such ponds.) All topsoil which is stripped from the site during

mass grading, and which is intended to be used for the golf course and placed in stockpiles, shall be placed pursuant to the plans provided by the Village. Village Golf Course Work shall not include final grading, shaping or topsoil respread, all of which shall be performed by others.

F. The Village shall be a named third party beneficiary under any contract between Zale and its contractors pertaining to Village Golf Course Work. The Village shall have the right of review and approval of any such contract, and the right to review and approve the grading work as it progresses. The Village shall have the full right and authority, upon any failure by Zale to timely and diligently pursue and complete the Village Golf Course Improvements in accordance with this Agreement, to direct any contractor to continue and complete its portion of the Village Golf Course Improvements at the direction of the Village (so long as the Village agrees to pay the contractor for any work done by the contractor at the direction of the Village).

The Village agrees to pay to Zale, or its contractors, subcontractors and material suppliers up to One Million and 00/100 Dollars (\$1,000,000.00) for the Golf Course Work. Zale shall submit to the Village, no more often than monthly, a sworn contractor's statement listing all subcontractors who provided labor and/or materials for Village Golf Course Work. In addition, Zale shall submit to the Village appropriate waivers of lien from any and all contractors, subcontractors and material suppliers. Upon receipt of the foregoing, the Village shall submit such statements and waivers to a title insurance construction escrowee ("Construction Escrowee") who shall review such documentation within

thirty (30) days. The Village and/or Construction Escrowee shall review such documentation and the work in place which the requested payment is to cover and, within thirty (30) days, shall either approve payment or indicate its reasons for disapproval of any portion thereof, in writing. If approved, the Village will make payment of the amount requested within fifteen (15) days thereafter. If payment or any portion thereof is disapproved, Zale shall resubmit same with corrections and, if then approved, such amount shall be paid within fifteen (15) days after such resubmission.

G. Prior to any payment described in Paragraph 5.F. above being made, the Golf Course Lands shall be conveyed by quit claim deed to an Illinois land trust ("Land Trust") of which Zale is the sole beneficiary. Zale shall assign to the Village the beneficial interest in the Land Trust, including the power of direction for collateral purposes only. At the time of conveyance, the Golf Course Lands shall be free and clear of any mortgages or encumbrances unacceptable to the Village as evidenced by a commitment for title insurance issued by a Chicago Title Insurance Company. In addition, Zale shall deposit an outright unconditional assignment of beneficial interest in the Land Trust to be held in escrow by the Village attorneys until such time as the Village accepts title to the Golf Course Lands in accordance with the terms of this Agreement. Zale agrees not to attempt to or, in fact, encumber the Golf Course Lands or the Land Trust after the conveyance of the Golf Course Lands into the Land Trust.

H. Except as hereinabove provided in this Paragraph 5, all work necessary to the construction and operation of a golf course and facilities upon the Golf Course Lands shall be performed by the Village at no cost to Zale.

6. **Golf Course Construction and Operation.** Upon the Golf Course Lands, the Village shall cause an 18-hole golf course, driving range and clubhouse to be constructed and operated. The golf course shall be constructed in substantial conformance in accordance with the plans and specifications heretofore prepared by Dick Nugent Associates as of November 15, 1995, as such plans and specifications may be revised pursuant to revisions agreed to by Zale, and as may be required to be revised for field conditions. The golf course and its attendant facilities shall at all times be operated as a daily fee course open to the general public. The driving range shall be operated no later than 10:00 p.m. Illumination shall consist of ground mounted lights, except as where overhead lights required at tee areas, which shall be approved by Zale. The lights shall go off no later than 11:00 p.m. The golf course shall be completed and open to the public not less than thirty-six (36) months following completion of (a) all Village Golf Course Work to be performed by Zale, and (b) all public utilities to be constructed by Zale within the Golf Course Land, and (c) Reconstruction of the Lake Charles Dam is complete, and (d) transfer of the Golf Course Lands subject to the terms of Paragraph 8, has been tendered to the Village; and (e) subject to extension of time of completion due to causes outside of the control of the Village, which may include but not be limited to weather, strikes, or unavailability of materials. A suitable clubhouse shall be completed and open as soon thereafter as may be practicable. The aforesaid completion requirement for the Golf Course is

contingent upon Zale providing evidence to the Village, on or before March 1, 1997, of the availability of a one million (1,000,000) gallon over ten (10) hours water source. The cost of providing said water source shall be determined at the time the source is identified. Who will pay for the water source will be negotiated at that time, but in no event will the Village be required to contribute though it may choose to do so. To the extent such evidence is not provided by March 1, 1997, the Golf Course completion date shall be extended by one day for every day after March 1, 1997, until such evidence is provided. In the event such evidence is not provided on or before September 1, 1997, the Village's obligation to construct the Golf Course at all shall be terminated at the election of the Village given by the Village to Zale in writing after September 1, 1997.

7. **Maintenance of Village Lands and Common Areas.**

A. The Village or its assignee shall be solely responsible for the maintenance of all Village Lands, including Lake Charles, Harvey Lake and the Seavey Creek, and including all detention or retention ponds constructed upon the Golf Course Lands. All Village Lands shall be maintained in a neat, clean and wholesome condition.

B. The Village shall not be responsible for any detention areas located outside of the Village Lands. Further, the Village shall have no responsibility to maintain any common area landscaping, nor landscaping along Gregg's Parkway or Butterfield Road, which shall be the responsibility of a homeowners association to be formed by Zale.

C. Zale shall retain maintenance obligations for all wetland mitigation outlots as set forth in Paragraph 8.A., pursuant to the Army Corp. of Engineers permit, for the time required under the permit.

8. **Conveyances by Zale and Acceptance by the Village.**

A. The Village Lands include certain outlots delineated on the approved plat of subdivision. Zale shall create wetlands upon such outlots in conformance with Permit 199500115, dated February 5, 1996, issued by the United States Army Corps of Engineers (the "Army Corps Permit"), and Zale shall comply with the monitoring and maintenance plan prepared by Christopher B. Burke (the "Wetlands Plan") pursuant to the requirements of the Army Corps Permit. The Army Corps Permit and the Wetlands Plan are attached hereto as Exhibit F. The Village will not accept title to those outlots unless and until its environmental consultants have certified that all work required by the Army Corps Permit and Wetlands Plan have been performed by Zale, whereupon the Village will accept title and execute the transferee portion of the Army Corps Permit, if required. For so long as Zale retains title to those outlots, it shall be indemnified by the operator of the golf course, and shall be named as an insured under the operator's liability insurance, with respect to any liability occasioned by the operation of a golf course surrounding those outlots.

B. If, in the sole discretion of the Village, any portion of the Village Lands is deemed unsuitable for its intended purpose because of an environmental problem, soil condition, or the like, the Village shall provide Zale with a written notice specifically identifying the portion of land in question and

stating the basis for its dissatisfaction with same. The Village may refuse to accept conveyance of any portion of the Village Lands so identified unless and until the stated reason for dissatisfaction has been cured to its sole satisfaction.

C. Except to the extent that conveyance and acceptance of any portion thereof may be delayed or refused as provided above, the Village Lands shall be conveyed to the Village by Zale and accepted by the Village at such time or times as the Village may direct by written notice served upon Zale not less than ten (10) days prior to the date of each desired conveyance. All conveyances shall be accompanied by a title policy naming the Village as insured and subject only to those exceptions as are agreeable to the Village in its sole discretion.

D. Subject to the foregoing provisions of this Paragraph 8, the Village shall issue its direction for conveyance with respect to the Golf Course Lands not less than ten (10) working days following completion of all work to be performed by Zale pursuant to Paragraph 5 hereof, as evidenced by tender by Zale of an affidavit stating that the Paragraph 5 work has been completed and the tender of the maintenance bond as called for in Paragraph 5. The Village's direction of conveyance shall be subject to review and approval by the Village, in its sole discretion, of such work, such approval not to be unreasonably withheld, and subject to final lien waivers for such work having been submitted and approved.

E. Subject to the foregoing provisions of this Paragraph 8, the Village shall issue its direction for conveyance with respect to each separate park area to be established within the Park Lands, not later than ten (10) working days following the date on which all work to be performed by Zale with respect to that

park area pursuant to Paragraph 4.A. hereof has been completed, as evidenced by tender of an affidavit by Zale that the work has been completed. The Village shall issue its direction for conveyance with respect to all Park Lands, not later than ten (10) working days following the date on which Zale has completed performance of all work required pursuant to Paragraph 4.A. hereof with respect to all Park Lands which have been designated by the Village pursuant to said Paragraph 4.A.

F. Notwithstanding anything to the contrary herein set forth, the Village in accepting conveyance of any of the Village Lands shall assume no responsibility for any environmental condition which may exist upon such lands at the time of acceptance thereof. Zale does hereby indemnify the Village for any environmental condition which may be subsequently discovered.

9. **Conveyance by the Village.** By instruments to be executed in advance of the effective date of this Agreement, but to be held in escrow by Chicago Title & Trust Company until Zale's acquisition of the Property, in partial exchange and in consideration for the Village Lands to be conveyed to the Village by Zale, the Village shall convey to Zale the lands described in Exhibit C hereto; and shall convey the lands described in Exhibit D hereto to Bank of America Illinois, John F. Cuneo, Jr., Consuela Cuneo McAlister and William G. Myers, as Trustees under Declaration of Trust dated August 12, 1935 (the "Cuneo Trust"). The Cuneo Trust presently is the owner of portions of the Cuneo Property and is a third party beneficiary under this Agreement, as to this Paragraph 9 only.

10. **Donations.** In recognition of a prior donation, available credits, and the magnitude of the lands being conveyed to the Village by Zale (in excess of 350 acres), the Village agrees that all requirements relating to park donations or reservations set forth in the Annexation Agreement shall be deemed satisfied upon conveyance of such of the Village Lands which the Village agrees to accept, and compliance with the obligations, covenants, terms and conditions set forth herein, and to be performed by Zale. The Village further agrees to waive all special donation requirements set forth in Paragraphs A, C, D and K, of Article XVIII of the Annexation Agreement.

With respect to school donations, the Village has elected to receive cash in lieu of land. Because Zale has agreed to provisions affording extra benefits in addition to those required by the Annexation Agreement, and because available data enables donation obligations to be now determined without the need for future reference to formulae, the parties agree that the manner of computing and collecting school donation fees otherwise determined pursuant to Paragraphs B, E, F, G and J of Article XVIII of the Annexation Agreement shall, instead, be simplified and deemed satisfied by the provisions of the paragraph which follows:

11. **School Donations.** Upon the issuance of each building permit for the construction of one or more residential dwelling units within Gregg's Landing, the party to whom such permit is issued shall pay to the Village a school donation fee for each residential dwelling unit to be included within that building permit in accordance with the schedule set forth below. References are to elementary School District 73 and to high school District 128.

Nature of Dwelling Unit	Formula Amount For Dist. 73	Formula Amount for Dist. 73 Plus Special \$1,000 Donation	Formula Amount for Dist. 128	Formula Amount for Dist. 128 Plus Special \$500 Donation	Total Donation Per Dwelling Unit
Single Family 3-Bedroom	959	1,959	329	829	2,788
Single Family 4-Bedroom	1,443	2,443	704	1,204	3,647
Single Family 5-Bedroom	1,821	2,821	736	1,236	4,057
Multi-Family 2-Bedroom	145	1,145	47	547	1,692
Multi-Family 3-Bedroom	391	1,391	115	615	2,006
Condo 1-Bedroom	--	1,000	--	500	1,500
Condo 2-Bedroom	147	1,147	79	579	1,726
Condo 3-Bedroom	329	1,329	185	685	2,014

The formula portion of the above table was predicated on an assumed value of \$90,000 per acre. Following the fifth anniversary of the issuance of the first building permit for any land within Gregg's Landing, if the applicable Village school donation ordinance shall set an assumed value of more than \$90,000 per acre, the formula portion of the above table shall be adjusted accordingly. Thus, if at an appropriate time the applicable Village ordinance should set an assumed value of \$99,000 per acre (i.e. an increase of 10%), the total donation for a 4-bedroom dwelling unit constructed as a single-family residential building would equal \$3,861.00 (\$1,587.00 plus \$1,000 for District 73 and \$774.00 plus \$500 for District 128 -- reflecting a 10% increase in each formula amount).

12. **Advances by Zale.** To accelerate the receipt by District 73 of needed funds, Zale agrees to advance to the Village, for use by District 73, the sum of \$2,000,000 in two installments as follows:

(a) an advance of \$1,000,000 to be made upon issuance of the first development permit by the Village, or August 1, 1996, whichever is earlier.

(b) an advance of an additional \$1,000,000 on or before the first anniversary of the initial advance.

Zale's failure to make these payments shall allow the Village to deny issuance of any further building permits until payments are made. The Village agrees to reimburse Zale for such advances as follows: As and when each school donation fee is received upon issuance of a building permit for construction within Gregg's Landing, the portion of such fee attributable to District 73 (determined in accordance with the schedule set forth in the preceding paragraph) shall forthwith be refunded to Zale, without interest, until the aggregate amount so refunded to Zale shall equal \$2,000,000.

13. **Special Building Permit Fee for Residential Dwelling Units within Gregg's Landing.** In recognition of the costs associated with development of the golf course and the contribution which that amenity will make toward the enjoyment of residential dwelling units within Gregg's Landing, the Village shall impose a special fee of \$1,000 per residential dwelling unit to be constructed within Gregg's Landing. With the issuance of each building permit for the construction of one or more residential dwelling units within Gregg's Landing, the party to whom such permit is issued shall pay to the Village a special fee of \$1,000 for each residential dwelling unit to be constructed pursuant to that building permit. In recognition of the efforts and contributions made by Zale in order to make the golf course possible, as and when each such special \$1,000 fee is received upon issuance of a building permit for construction of residential dwelling units within Gregg's Landing, the Village shall forthwith remit to Zale one-half ($\frac{1}{2}$) thereof, or \$500.

14. **Village Sign.** The Village desires that two Village identification signs be constructed, one on Butterfield Road and one on Milwaukee Avenue. Zale hereby agrees to either pay for construction of these signs, or to construct these signs, at the time the Village so desires their placement.

15. **Detention for Off-Site Premises.** To accommodate the storm water management requirements of Hawthorn Center, the storm water detention pond to be constructed by Zale along the southerly boundary of Gregg's Landing shall be designed and constructed to provide for 4.8 acre feet of detention area over and above that otherwise required to serve the needs of Gregg's Landing. The outflow from said detention pond shall enter the presently existing 78-inch storm sewer pipe running from Hawthorn Center to the Des Plaines River. The Village shall pay Zale the fixed sum of \$168,000 as full payment for providing this extra detention capacity, which shall be paid within thirty (30) days of certification by the Village engineer of the construction of the pond.

16. **Consulting Fees.** Zale agrees to reimburse the Village for legal consulting fees incurred for preparation of Annexation Agreement amendment documents, this Development Agreement, and the Final R.P.U.D. Ordinance. Except for engineering consulting fees, as limited by the Annexation Agreement, the Village agrees to waive all other consulting fees which may be required by the Annexation Agreement or applicable Village ordinances.

17. **Effective Date and Effect of Agreement.** The effective date of this Agreement shall be the same date as the effective date of the instrument entitled "First Amendment to Annexation Agreement," to which both Zale and the Village are parties.

To the extent necessary or appropriate for any future purpose, this Agreement shall be deemed to constitute an amendment, modification, or binding interpretation of the Annexation Agreement.

18. **Environmental Clean-Up.** Zale shall be required to clean up in an environmentally sound way, pursuant to State statute and all other regulations, that area southeast of Lake Charles which has been developed by TSC Consultants as having been used as a dump site to the satisfaction of both the Village, their consultants, and the Illinois Environmental Protection Agency. In the alternative, the Village will consider accepting, in its sole discretion, a No Further Remediation Letter, issued by the Illinois Environmental Protection Agency under the Illinois Environmental Protection Act, Site Remediation Program, 415 ILCS 5/28 et seq., so long as the Village is actively involved in the process leading to the issuance of said letter. This area shall be denoted as an outlot on the plats being presented for review and approval by the Board, and the Village will not take title to this property until either one of the two preceding scenarios have been completed. After satisfaction of these conditions, in the sole discretion of the Village, the parcel set forth in this paragraph shall be deeded to the Village along with a title policy guarantying good title in the name of the Village.

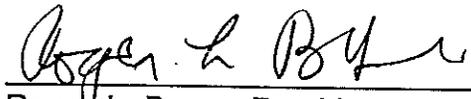
19. **Tree Replacement.** Zale, in consideration of the removal of the existing trees on the Cuneo property, and in lieu of the requirements set forth in the Annexation Agreement, shall cause those trees to be replaced by a total of 4,000 trees of a minimum three inch (3") caliper, of the types approved by the Village. These trees are in addition to any trees which are parkway trees required by Village Code. The trees

shall be located at Zale's discretion with Village approval. Fifty (50%) percent of these trees shall have been planted within five (5) years of the date of this Agreement.

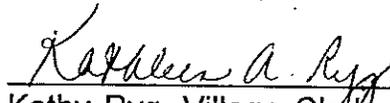
20. **Sidewalks.** In custom home pods, all sidewalks will be completed within five (5) years of first occupancy, or at eighty (80%) percent occupancy, whichever is earlier. For sidewalks constructed in front of undeveloped lots, an asphalt sidewalk shall be allowed until the time of issuance of a certificate of occupancy of said lot.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above written.

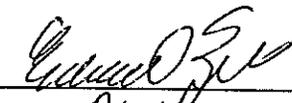
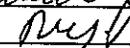
VILLAGE OF VERNON HILLS

By: 
Roger L. Byrne, President

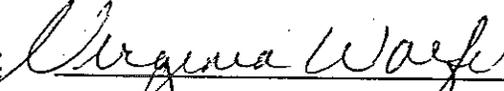
ATTEST:

By: 
Kathy Ryg, Village Clerk

G.A.Z., INC.

By: 
Its: 

ATTEST:

By: 
Its: 