

EXHIBIT A

**SECOND AMENDMENT TO
REDEVELOPMENT AGREEMENT**

between

VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS

and

JUPITER REALTY COMPANY, LLC

and

OAK PARK MADISON STREET LLC

and

AH OAK PARK, LLC

dated as of the

23rd day of November, 2020

**VILLAGE OF OAK PARK, ILLINOIS
REDEVELOPMENT PLAN AND PROJECT
MADISON STREET BUSINESS CORRIDOR REDEVELOPMENT PROJECT AREA
700-728 MADISON STREET REDEVELOPMENT PROJECT**

**SECOND AMENDMENT TO
REDEVELOPMENT AGREEMENT
700-728 MADISON STREET REDEVELOPMENT PROJECT**

This Second Amendment to Redevelopment Agreement (the “*Second Amendment*”) is made and entered into as of the 23rd day of November, 2020 (“*Amendment Date*”) by and among the Village of Oak Park, Cook County, Illinois, an Illinois municipal home rule corporation (“*Village*”), and Jupiter Realty Company, LLC, an Illinois limited liability company, with its principal office located at 401 North Michigan Avenue, Suite 1300, Chicago, Illinois 60611 (the “*Master Developer*”) and Oak Park Madison Street LLC, an Illinois limited liability company, with its principal office located at 4333 South Pulaski Avenue, Chicago, Illinois 60632 (the “*North Developer*”) and 711 Madison Senior Living, LLC, an Illinois limited liability company, with its principal office located at 315 South Peck Avenue, LaGrange, Illinois 60525 (the “*Prior South Developer*”) and AH Oak Park, LLC, a Delaware limited liability company, with its principal office located at One Towne Square, Suite 1600, Southfield, Michigan 48076 (the “*New South Developer*”). (The Village, the Master Developer, the North Developer, the Prior South Developer and the New South Developer are sometimes referred to individually as a “*Party*” and collectively as the “*Parties*.”)

RECITALS

The following Recitals are incorporated herein and made a part hereof.

A. **WHEREAS**, the Village, the Master Developer, the North Developer and the Prior South Developer entered into a Redevelopment Agreement (the “*Original RDA*”), effective as of December 10, 2018; and

B. **WHEREAS**, the Prior South Developer and New South Developer have entered into the Assignment Agreement attached hereto as Exhibit A (the “*Assignment Agreement*”), which provides that, effective upon the Parties’ execution of a First Amendment to the Original RDA, the Prior South Developer assigned to the New South Developer, and New South Developer assumed from Prior South Developer, all of Prior South Developer’s benefits, liabilities and obligations under the RDA; and

C. **WHEREAS**, the Parties entered into a First Amendment to the Original RDA effective September 3, 2019 (the “*First Amendment*”); and

D. **WHEREAS**, the Parties consent to the assignment and assumption contemplated by the Assignment Agreement, and as of the effective date of the First Amendment, the New South Developer shall become a Developer hereunder and entirely replaces Prior South Developer as the South Developer in all matters and terms as set forth in the Original RDA; and

E. **WHEREAS**, Section 19.10 of the Original RDA provides that the Original RDA may only be modified or amended by a written agreement executed by the Parties, unless otherwise provided; and

F. **WHEREAS**, the Parties seek to enter into this Second Amendment to adjust certain dates for the Pete’s Fresh Market Project Schedule set forth in the First Amendment caused by

delays due to the COVID-19 pandemic and to update the Pete's Fresh Market Project Concept Plan attached as part of Exhibit 2 to the Original RDA and Exhibit D to the First Amendment; and

G. **WHEREAS**, this Second Amendment has been submitted to the Corporate Authorities of the Village for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Second Amendment in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this First Amendment have been undertaken and performed in the manner required by law; and

H. **WHEREAS**, this Second Amendment has been submitted to the Master Developer for consideration and review, and the Master Developer has taken all actions required to be taken prior to the execution of this First Amendment in order to make the same binding upon the Master Developer according to the terms hereof, and any and all actions precedent to the execution of this Second Amendment by the Master Developer have been undertaken and performed in the manner required by law; and

I. **WHEREAS**, this Second Amendment has been submitted to the North Developer for consideration and review, and the North Developer has taken all actions required to be taken prior to the execution of this Second Amendment in order to make the same binding upon the North Developer according to the terms hereof, and any and all actions precedent to the execution of this Second Amendment by the North Developer have been undertaken and performed in the manner required by law; and

J. **WHEREAS**, this Second Amendment has been submitted to the Prior South Developer for consideration and review, and the Prior South Developer has taken all actions required to be taken prior to the execution of this Second Amendment in order to make the same binding upon the Prior South Developer according to the terms hereof, and any and all actions precedent to the execution of this Second Amendment by the Prior South Developer have been undertaken and performed in the manner required by law; and

K. **WHEREAS**, this Second Amendment has been submitted to the New South Developer for consideration and review, and the New South Developer has taken all actions required to be taken prior to the execution of this Second Amendment in order to make the same binding upon the New South Developer according to the terms hereof, and any and all actions precedent to the execution of this Second Amendment by the New South Developer have been undertaken and performed in the manner required by law:

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

ARTICLE 1

**INCORPORATION OF RECITALS;
DEFINED TERMS; CONTINUED EFFECT**

The findings, representations and agreements set forth in the above Recitals are material to this Second Amendment and are hereby incorporated into and made a part of this Second Amendment as though fully set out in this Article One, and constitute findings, representations and agreements of the Village, Master Developer, North Developer, Prior South Developer and the New South Developer according to the tenor and import of the statements in such Recitals. All capitalized terms not defined in this Second Amendment shall have the meaning ascribed to them in the Original RDA, unless otherwise stated herein. Except as expressly amended by this Second Amendment, all of the other terms, conditions, and provisions in the Original RDA shall continue in full force and effect.

ARTICLE 2

PETE’S FRESH MARKET PROJECT

2.1 The Pete’s Fresh Market Project Concept Plan attached as part of Exhibit 2 to the Original RDA and Exhibit D to the First Amendment are hereby removed and deleted in their entirety and is replaced with Exhibit A attached hereto and incorporated herein by reference.

ARTICLE 3

AMENDMENTS TO SECTION 6.1A AND SECTION 6.1B

3.1 Section 6.1A of the First Amendment is hereby deleted and replaced with the following:

A. Pete’s Fresh Market Project Schedule.

The Village, the Master Developer and the North Developer agree that the development and construction of the Pete’s Fresh Market Project will be undertaken in accordance with the following general schedule (“**Pete’s Fresh Market Project Schedule**”):

(1)	RDA Effective Date	December 10, 2018
(2)	Environmental/Title/Survey Review Completed	June 30, 2020
(3)	Planned Development Application Submittal	November 30, 2020
(4)	Planned Development Approval	February 28, 2021
(5)	Building Permit and Final Engineering Submittal	April 30, 2021
(6)	Approval of Final Engineering and Issuance of Building Permit(s)	June 30, 2021
(7)	Evidence of Financial Support	July 15, 2021
(8)	Real Estate Closing	July 31, 2021
(9)	Commencement of Construction	December 1, 2021
(10)	Issuance of Certificate of Occupancy/Pete’s Store Opening	March 30, 2023

The Village, the Master Developer and the North Developer agree to undertake all actions respectively necessary by each Party, including without limitation, the application, review, and approvals related to the Final Plans, to allow for the development and construction of the Pete's Fresh Market Project in accordance with the Pete's Fresh Market Project Schedule, subject to delays or extensions as may be otherwise permitted in this Agreement. The Parties acknowledge that the Pete's Fresh Market Project Schedule is based on the Parties best understanding of the Pete's Fresh Market Project and related milestones as of the Second Amendment Date. The Parties may amend the Pete's Fresh Market Project Schedule as necessary to ensure that it accurately reflects the key milestones in the development and construction of the Pete's Fresh Market Project, and the Parties specifically agree that the milestone dates will be automatically extended, without further action or any required consent, by the same number of days after the date in the Pete's Fresh Market Project Schedule that the Planned Development or any other Village required action is accomplished. Each Party agrees to not unreasonably withhold approval of a request by the other Party to amend the Pete's Fresh Market Project Schedule for such purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed on or as of the day and year first above written.

VILLAGE:
Village of Oak Park,
Cook County, Illinois
an Illinois municipal corporation

ATTEST:

By: _____
Vicki Scaman, Village Clerk

By: _____
Cara Pavlicek, Village Manager

[VILLAGE SEAL]

MASTER DEVELOPER:

Jupiter Realty Company, LLC, an Illinois limited liability company

By: _____
Its: _____

NORTH DEVELOPER:

Oak Park Madison Street LLC, an Illinois limited liability company

By: _____
Its: _____

SOUTH DEVELOPER:

AH Oak Park, LLC, a Delaware limited liability company

By: _____
Its: Authorized Representative

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that Cara Pavlicek, personally known to me to be the Village Manager of the Village of Oak Park, Cook County, Illinois, and Vicki Scaman, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village Manager and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the President and Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2020.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that _____, personally known to me to be the Manager/Member of Jupiter Realty Company, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager/Member he signed and delivered the said instrument, pursuant to authority given by the Manager of said Illinois limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2020.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that _____, personally known to me to be the Manager/Member of Oak Park Madison Street LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager/Member he signed and delivered the said instrument, pursuant to authority given by the Manager/Member of said Illinois limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2020.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that _____, personally known to me to be the Manager/Member of 711 Madison Senior Living, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager/Member he signed and delivered the said instrument, pursuant to authority given by the Manager/Member of said Illinois limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2020.

Notary Public

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that _____, personally known to me to be the Authorized Representative of AH Oak Park, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager/Member he signed and delivered the said instrument, pursuant to authority given by the Manager/Member of said Illinois limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Delaware limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2020.

Notary Public

EXHIBIT A

PETE'S FRESH MARKET PROJECT CONCEPT PLAN*

