## **AGREEMENT**

This Agreement ("Agreement") is entered into as of this 1stday of December, 2003, by and between the Village of Lombard, a non-home-rule municipal corporation located in DuPage County, Illinois ("Lombard") and Harp Lombard, LLC, d.b.a Harp Mid-America, L.L.C., a limited liability company organized under the laws of Illinois ("Developer").

## WITNESSETH

WHEREAS, Lombard has long desired to encourage the development of a hotel and convention hall with associated banquet facilities, restaurants and other facilities ("Hotel and Convention Hall") as a means of promoting tourism and other business activity within Lombard; and

WHEREAS, based on Lombard's desire to stimulate the development of a Hotel and Convention Hall in the Village of Lombard, Lombard entered into an agreement with Developer dated November 2, 2000 ("Pre-Development Agreement") expressing Lombard's interest for Developer to work with Lombard in pursuing the development of a Hotel and Convention Hall in Lombard; and

WHEREAS, as reflected in the Pre-Development Agreement, Lombard recognized the need to provide financial incentives consisting of, among other things, hotel/motel tax rebates, sales tax rebates, or other similar financial incentives to assist with the financing of a Hotel and Convention Hall development; and

WHEREAS, Lombard and Developer have determined that the optimal financial structure for the financing of a Hotel and Convention Hall development will include, among other things, the issuance of tax exempt revenue bonds through a public facilities corporation established by Lombard coupled with the rebate of all hotel/motel taxes, all retailers' occupation taxes and all places of eating taxes generated by the Hotel and Convention Hall or the operation thereof; and

WHEREAS, since the execution of the Pre-Development Agreement, Developer has worked extensively with architects, design consultants, civil engineering consultants, mechanical consultants, general contractors, attorneys, environmental consultants, and other consultants in determining an appropriate and feasible design for a Hotel and Convention Hall in Lombard (the "Feasibility and Design Work"); and

WHEREAS, since the execution of the Pre-Development Agreement, Developer has worked with investment bankers, insurance companies, banks, and other financial consultants to analyze various financial scenarios and recommend the optimal financial structure for the development of a Hotel and Convention Hall; and

WHEREAS, since the execution of the Pre-Development Agreement, Developer has also held discussions with various hotel management companies, hotel franchise companies, restaurants and restaurant managers in order to determine the most appropriate brand and manager for the Hotel and Convention Hall (the "Hotel Manager") and the most appropriate brands and managers for the restaurants to be located within the Hotel and Convention Hall (the "Restaurant Manager(s)"); and

WHEREAS, Developer and Lombard have participated in negotiations with YT Peripheral, LLC and Yorktown Joint Venture LLC (collectively the "Seller") for the potential purchase of certain property in Yorktown Center in Lombard, Illinois (the "Property"), on which Property Developer and Lombard intend to develop a Hotel and Convention Hall; and

WHEREAS, with Lombard's participation and approval, Developer has entered into a Purchase and Sale Agreement with Seller dated as of June 19, 2003 (the "Purchase Contract"), which Purchase Contract provides for the potential acquisition of the Property, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Contract expressly contemplates and provides for the assignment of Developer's interest in the Purchase Contract to a public facilities corporation to be established by Lombard, which public facilities corporation has been established by Lombard and is known as the "Lombard Public Facilities Corporation" (the "Village Corporation"), the issuance of tax exempt revenue bonds by the Village Corporation (the "Bond Financing") and the development of a Hotel and Convention Hall at the Property (collectively the "Project"), all as described in Exhibit 7.1(e)-2 of the Purchase Contract (the "Project Description") a copy of which Project Description is attached hereto as Exhibit A and made part hereof; and

WHEREAS, in connection with the Project, Developer, with the assistance of its consultants and advisors, has prepared a proforma showing the sources and uses of funds and a projected cash flow summary through the year 2034 (the "Project Proforma") and a project budget estimating and itemizing costs and expenses relating to the Project (the "Project Budget"), copies of which Project Proforma and Project Budget are attached hereto as Exhibit B and Exhibit C respectively; and

WHEREAS, the Bond Financing would require Lombard to form the Village Corporation to issue senior lien tax exempt bonds and subordinate lien tax exempt bonds in a sufficient amount to provide funds for constructing the Hotel and Convention Hall, establish various reserves and pay the costs of issuance and otherwise complete the Project, all as generally described in the Project Description; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes municipalities to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, Lombard is authorized to proceed with the Project pursuant to the Illinois Compiled Statutes, 65 ILCS 5/11-65-1, et. seq.; and

WHEREAS, the President and Board of Trustees of Lombard have determined that it is in the best interests of Lombard to enter into this Agreement and pursue the development of the Project;

NOW, THEREFORE, in consideration of the foregoing, the covenants, conditions and agreements that are set forth below, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Developer Obligations</u>. Lombard acknowledges that, in addition to the Feasibility and Design Work, securing the Hotel Manager and Restaurant Manager(s) and entering into the Purchase Contract, Developer must perform certain other services and activities relating to the Project in order to facilitate the timely and successful completion of the Project. Specifically, Developer agrees that it will:
  - a) with Lombard's assistance, attempt to (i) secure the Target Agreement (as defined in the Purchase Contract), (ii) prepare, review, negotiate and finalize the Declaration (as defined in the Purchase Contract), (iii) establish and finalize the Schematic Drawings (as defined in the Purchase Contract) and (iv) otherwise satisfy the Earnest Money Contingencies (as defined in the Purchase Contract);
  - b) perform the obligations of the "Purchaser" under the Purchase Contract (including the payment of the Deposit, the Additional Deposit, the Extension Fee and the Additional Extension Fee (as such terms are defined in the Purchase Contract) required under the Purchase Contract) until such time that the Purchase Contract is terminated or assigned to the Village Corporation;
  - c) obtain investors sufficient to acquire the unsecured bonds (the "Series "C" Bonds") in connection with the Bond Financing;
  - d) negotiate a guaranteed fixed price contract for the construction of the Project ("Design/Build Contract");
  - e) select a Hotel Manager and Restaurant Manager(s) reasonably acceptable to Lombard, and then negotiate and finalize the terms of a hotel management agreement and pre-opening services agreement with such Hotel Manager and a restaurant management agreement with each Restaurant Manager;
  - f) assign its interest in the Purchase Contract to Village Corporation;
  - g) enter into a Development Agreement (as hereinafter defined) with the Village Corporation, as such is generally described in Paragraph 3 below;
  - h) enter into an Asset Management Agreement (as hereinafter defined) with the Village Corporation, as such is generally described in Paragraph 8 below.
  - i) deliver to Lombard a feasibility report relative to the Project, prepared by an independent third party consultant;
  - j) provide a renewable letter of credit in the amount of \$1.5 million ("Letter of Credit") as a source of funds to advance to Lombard in the event that Lombard is required to use general revenues not related to the Project in order to fulfill its obligations as set forth in Paragraph 2(b) below. The Letter of Credit shall not be drawn upon until first, all applicable debt service reserves (as set forth in the Project Proforma) have been utilized and second, Lombard would have to go "Out of Pocket" to fulfill its obligations as set forth in Paragraph 2(b) below. Lombard shall be deemed to be "Out of Pocket" at such time as (i) the total amount

projected to be paid by Lombard in tax rebate revenues (as set forth in the Project Proforma) in any given year exceeds the amount of available tax rebate revenues, (ii) all debt service reserves (as set forth in the Project Proforma) have been utilized such that none remain, (iii) there is not sufficient net cash flow available from the Project to pay the Series "B" Bond debt service, and (iv) Lombard, but for the Letter of Credit, would be required to use general revenues to fulfill its obligations as set forth in Paragraph 2(b) below in said year. To the extent there is a draw of funds on the Letter of Credit in any one year, the Letter of Credit shall be replenished by the Developer, in its capacity as Asset Manager, by the amount of asset management fees paid to Asset Manager during such year ("Replenishment Amount"). To the extent that the Replenishment Amount does not cause the Letter of Credit to be replenished to its initial \$1.5 million amount, the Developer shall, in future years, upon receipt of additional asset management fees, continue to replenish the Letter of Credit by the amount of asset management fees received until the Letter of Credit is replenished to its original \$1.5 million amount. All advances by Developer to Lombard related to a draw on the Letter of Credit shall be treated as a loan by Developer to the Village Corporation, which loan shall be repaid to Developer, without interest, from the Project's cash flow prior to subsequent "Distributions to Government" as shown in the Project Proforma;

- k) release such information in its possession and control, and use reasonable efforts to cause the Hotel Manager and Restaurant Manager(s) to release information, as necessary to allow Lombard to comply with its tax rebate obligations as set forth in Paragraph 2(b) below;
- l) include in the Project Budget a line item in the amount of \$750,000 to cover legal fees, consultants' expenses and other administrative expenses incurred by the Village Corporation in connection with the Project;
- m) include in the Project Budget a line item dedicating an amount not to exceed \$3,000,000 to pay for sewer and water mains and other infrastructure improvements in the Yorktown Center area, said infrastructure improvements benefiting the Project;
- n) include in the Project Budget a line item providing for \$2,000,000 to be used for Ring Road Improvements (as defined in the Purchase Contract), which Ring Road Improvements shall be made by the Seller pursuant to the terms of the Purchase Contract; and
- o) include in the Project Proforma a line item on an annual basis to cover administration expenses of the Village Corporation.
- 2. <u>Lombard Obligations</u>. Lombard acknowledges the instrumental role that Developer has played and the significant expenses and risks incurred by Developer in pursuing the Project, and agrees that Developer shall be the developer for the Project. In connection therewith, Lombard will:

- a) assist Developer in (i) negotiating and securing the Target Agreement, (ii) preparing and finalizing the Declaration, (iii) preparing and finalizing the Schematic Drawings and (iv) otherwise satisfying the Earnest Money Contingencies;
- commit to enter into a tax rebate agreement whereby all hotel/motel taxes, all retailers' occupation taxes and all places of eating taxes generated by the Project shall be rebated (to the extent collected or received by Lombard) in their entirety to the Village Corporation for the purposes of paying and securing the payment of the Series "B" Bonds, and commit to provide funds to reconcile the difference between the amounts of said taxes shown in the Project Proforma and the actual amounts received in any given year, if (i) the total of such taxes rebated in any given year is less than projected in the Project Proforma, (ii) the subordinate lien, bond debt service payment for the "Series B Bonds" as set forth in the Project Proforma cannot be paid from Project revenues in any given year, (iii) all reserve funds available for the payment of such bond debt service have been exhausted, and (iv) Letter of Credit funds available for the payment of such bond debt service have been exhausted.
- c) establish a public facilities corporation that will accept the assignment of the Purchase Contract, take title to the Property and issue the tax exempt revenue bonds contemplated by the Bond Financing;
- d) take all reasonable and necessary steps and actions to authorize the Bond Financing, the development of the Project and the related agreements contemplated herein by adopting all necessary Lombard resolutions and ordinances and causing the Village Corporation to take all necessary and appropriate actions so that all of the foregoing shall become binding and effective obligations;
- e) cause the Village Corporation to enter into the Development Agreement with Developer as contemplated in Paragraph 3 below;
- f) simultaneously with the issuance of the bonds as contemplated in the Project Description cause the Village Corporation to reimburse Developer (from the proceeds of the Bond Financing) for all Project costs incurred by Developer, including without limitation, the following:
  - all earnest money or other deposits made by Developer under the Purchase Contract, including the Deposit, the Additional Deposit, the Extension Fees and the Additional Extension Fees or other fees paid by the Developer.
  - all reasonable third party costs actually incurred, or actual third party disbursements made by Developer in connection with the Purchase Contract, the Bond Financing or the Project or the due diligence connected therewith (including, without limitation, any costs or fees paid to

environmental consultants, architects, space planners, designers, engineers, accountants, attorneys, surveyors, title companies and other independent contractor consultants or advisers retained by Developer in connection with the Project, as well as Developer' financial and capital costs associated with all expenses, but exclusive of any amounts paid by Developer to either Peter Dumon or Thomas McGuigan);

- 3) a fee to cover Developer's overhead and additional internal expenses as a result of the Project as reflected in the Project Budget;
- g) prior to the issuance of the bonds contemplated by the Bond Financing, cause the Village Corporation to enter into a (i) hotel management agreement with Hilton, Westin or another Hotel Manager reasonably acceptable to Lombard and (ii) restaurant management agreement with each Restaurant Manager;
- h) prior to the issuance of the bonds contemplated by the Bond Financing, cause the Village Corporation to enter into an Asset Management Agreement with Developer (or one of its affiliates or related entities) as contemplated in Paragraph 8 below;
- select and designate a construction manager or monitor (the "Village Corporation's Construction Monitor") to oversee the Project, including without limitation the activities of the Developer under the Development Agreement and the construction of the Project pursuant to the Design/Build Contract, it being understood that (i) the costs and expenses of the Village Corporation's Construction Monitor shall be paid from the proceeds of the Bond Financing as part of the costs of issuance, and (ii) the Village Corporation's Construction Monitor may also serve as the "Construction Monitor" as contemplated in connection with the Bond Financing and must meet the necessary, associated qualifications and criteria therefor;
- j) assist Developer, the general contractor, any subcontractor and other appropriate parties in utilizing any sales tax exemption that may be available in connection with the construction of the Project; and
- k) fulfill any obligations or deliveries of Lombard in connection with the Purchase Contract, including, but not limited to, the Lot 5/Lot 6 Certificate, the Lake Lot Certificate and the placement of a traffic light at the intersection of the Target Road and 22nd Street (as provided in the Purchase Contract).
- 3. Development Agreement. Developer and the Village Corporation will enter into a Development Agreement ("Development Agreement") pursuant to which Developer will plan, design, develop, engineer, and oversee construction of the Project and related site work, structures, buildings, pavement, fencing, landscaping, recreational and other supporting facilities, as generally described in the Project Description. The Development Agreement will include basic terms relating to the development of the Project and the

parties' duties and obligations with respect thereto. Among other things, the Development Agreement will:

- a) establish (i) a target date for substantial completion of the Project, (ii) a target date for opening of the Hotel and Convention Hall, (iii) parameters for the Design/ Build Contract for completion of the Project and (iv) the scope of work for the Project, including work required to plan, design, engineer and construct the improvements (including all furniture, fixtures and equipment for the interior of the buildings and initial inventory and supplies);
- b) establish a project team for overseeing and monitoring construction and making decisions relating thereto;
- contractor, (ii) retain a construction manager with experience and qualifications reasonably sufficient (given the scope and nature of the Project) to assist with the construction oversight and construction management of the Project by Developer, which construction manager shall be in place upon commencement of construction through the date that the certificate of occupancy is issued, (iii) in conjunction with the Village Corporation's Construction Monitor, oversee the design/builder under the Design/Build Contract, (iv) prepare and distribute monthly project reports including any that may be required in connection with the Bond Financing, (v) prepare and update as necessary the Project construction schedule, (vi) make recommendations to the Village Corporation with respect to change orders, draw requests and other contractual matters relating to the Design/Build Contract;
- d) outline the duties and obligations of Developer and Village Corporation with respect to the Design/Build Contract and the development of the Project;
- e) expressly reserve naming and signage design rights (said signage design rights being subject to any rights reserved to the Seller under the Purchase Contract or to the Declarant under the Declaration and further subject to the rights of the Hotel Manager under the Hotel Management Agreement or otherwise in connection with the use of the hotel brand) relative to the conference center, ballrooms and meeting rooms within the Hotel and Convention Hall to Lombard;
- f) expressly permit Lombard (subject to the rights, if any, of the Seller under the Purchase Contract, the Declarant under the Declaration or the Hotel Manager under the Hotel Management Agreement) to place on the roof of the Hotel any public safety antennas or related equipment without any rent or other occupancy charges; provided that all costs related to the installation and maintenance of such equipment shall be borne by Lombard.
- 4. <u>Public Facilities Corporation</u>. As required in Paragraph 2(c) above, Lombard shall create a public facilities corporation (the Village Corporation) in accordance with federal tax laws so that it can issue tax exempt bonds. Lombard shall pass an ordinance (a)

approving the articles of incorporation of the Village Corporation, its bylaws, and its purposes and activities; and (b) appointing the Village Corporation's initial board of directors. The purposes and activities of the Village Corporation shall specifically include taking title to the Property, issuing the tax-exempt revenue bonds contemplated by the Bond Financing, developing and constructing the Project and owning and operating the Hotel and Convention Hall thereon and taking such other actions necessary or appropriate in connection with the Project or otherwise as contemplated by this Agreement, including, without limitation, entering into a Development Agreement and Asset Management Agreement with Developer, entering into a hotel management agreement with the Hotel Manager and entering into a restaurant management agreement with each Restaurant Manager.

- Bond Financing. As generally described in the Project Description, Developer and Lombard agree that the bonds shall be limited obligations of the issuer. Proceeds from the bonds will be used to construct the Project and fund necessary costs, expenses and reserves associated with the Project as described herein and in the Project Description. The bonds shall be payable by the issuer solely from the net revenues of the Project (including the rebates and payments referenced in Paragraphs 1(j) and 2(b) above) and associated reserve accounts. Neither Lombard, the State of Illinois nor any political corporation, subdivision or agency of the State shall be obligated to pay the principal of or premium, if any, or interest on the bonds, which shall be the obligation of the Village Corporation solely in accordance with the related bond indenture, excepting any contingent obligation set forth in Paragraphs 1(j) and/or 2(b) above. Working with the bond underwriter and investment bankers, Developer shall determine the final structure of the Project Proforma provided such structure is generally consistent with the Project Description and attempts to minimize the capital costs of the Project.
- 6. Budget. Developer shall be responsible for preparing, adjusting, and maintaining the Project Budget. A final Project Budget shall be submitted to the bond trustee before the issuance of the bonds as contemplated in the Bond Financing. Such Project Budget shall include all costs of the Project, including, but not limited to, land acquisition, bridge financing, building permits and fees, hotel branding fees, survey, geotechnical and environmental fees, market studies, appraisals, title fees, recording fees, legal and accounting fees, project management costs, pre-construction costs, organizational expenses, brokerage commissions for restaurants, furniture, fixtures and equipment, restaurant build-out allowances, exterior signage, developer's administrative costs, insurance costs, pre-opening costs, working capital and bond interest reserves. Included as part of the Project Budget shall be a fee to the Developer calculated as 5% of the Project cost, excluding the amount of any interest reserves ("Development Fee"). Developer shall be paid the deferred Developer Fee compensation in the form of subordinate Series "C" Bonds as referenced in the Project Proforma.
- 7. Tax Rebate Agreement. As provided in Paragraph 2(b) above, Lombard and the Village Corporation shall enter into a tax rebate agreement whereby all hotel/motel taxes, all retailers' occupation taxes and all places of eating taxes generated by the Hotel and Convention Hall, collected or otherwise received by Lombard, shall be rebated to the

- Village Corporation in their entirety until such time as there is no remaining Series "B" Bond principal as set forth in the Project Proforma.
- 8. Final Approval of Documents. Developer acknowledges that, prior to the issuance of the bonds contemplated by the Bond Financing, the final documents required in connection with the Bond Financing and by this Agreement, including without limitation, the bond indenture, the Development Agreement (as described in Section 3 above), the tax rebate agreement (as described in Section 7 above), the Asset Management Agreement (as described in Section 9 below), the hotel management agreement, and the restaurant management agreement(s), shall be submitted to Lombard for its approval and that the Bond Financing shall not be consummated unless Lombard's approval of such documents has been obtained. Lombard acknowledges that time is of the essence with respect to the Bond Financing and the documents required in connection therewith and agrees to timely place this matter on the agenda for a regular meeting, or schedule and hold a special meeting, if requested by Developer, to consider the approval of such documents and. subsequent to the completion of the Bond Financing, any amendments thereto. Subsequent to the completion of the Bond Financing, any material amendments to the documents referenced herein shall be submitted to Lombard for its approval, and no such material amendments shall be entered into unless Lombard's approval has been obtained. The Village Manager shall determine the materiality of any proposed amendment and that determination shall be conclusive. By way of example, a change of the operator of the hotel or a restaurant would be material, but a change of address for notice to such operator would not be material.
- 9. Asset Management Agreement. Developer, or an affiliate of Developer, shall oversee and provide asset management services to the Project and the Hotel and Convention Hall being operated thereon after construction is complete, as an asset manager ("Asset Manager"). The Village Corporation and Asset Manager will enter into an Asset Management Agreement to provide for the respective rights, duties and obligations of the parties (the "Asset Management Agreement"). The Asset Manager will be responsible for overseeing the operations of the Hotel and Convention Hall for the benefit of and on behalf of the Village Corporation and the bond trustee. The Asset Manager shall be responsible for performing the following duties and shall be compensated out of cash flows from the Hotel and Convention Hall in amounts and at such places within the Project cash flow as set forth in the Project Proforma (said compensation being indicated within the Project Proforma as "Asset Manager Fee," "Subordinate Asset Manager Fee," and "Supersubordinate Asset Manager Fee"):
  - a) reviewing, adjusting and recommending approval or disapproval of the Hotel Manager and the Restaurant Manager(s) or proposed capital budget and operating plan and budget for the upcoming year(s) for the Hotel and Convention Hall, including the restaurants;
  - b) reviewing all reports required to be delivered by the Hotel Manager and Restaurant Manager(s) pursuant to the hotel management agreement and the restaurant management agreement(s);

- c) providing reports to the Village Corporation on a quarterly basis summarizing the Asset Manager's findings;
- d) hiring a consultant as required or appropriate upon the terms reasonably acceptable to the Village Corporation, and with the approval of the Village Corporation, and advising the Village Corporation on recommendations submitted by any such consultant;
- e) detailed operational and profitability analysis;
- f) ongoing demand analysis in conjunction with the Hotel Manager and Restaurant Manager(s);
- g) ongoing revenue optimization strategies with Hotel Manager and Restaurant Manager(s);
- h) otherwise overseeing the Hotel Manager and Restaurant Manager(s) as necessary to further the goal of maximizing the profitability of the Project;
- i) assisting the Village Corporation with complying with the detailed reporting requirements of the bond indenture;
- j) assisting the Village Corporation with the administration of the tax rebate;
- k) assisting the Village Corporation with the processing of bond debt service payments;
- l) assisting the Village Corporation with the processing of bond reserve applications.
- 10. <u>Assignment</u>. Developer's rights under this Agreement may be assigned to a specific related single purpose development entity if required by the Bond Financing. Any other assignment of this Agreement shall be subject to the prior consent of Lombard.
- 11. <u>Counterparts</u>. This Agreement may be executed in original counterparts, each of which shall be deemed an original, but all of which constitute one and the same agreement.
- 12. <u>Amendments</u>. No alteration, modification, change or amendment of this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced to writing and signed by the parties
- 13. <u>Default</u>. In the event of any default hereunder, the parties shall be entitled to pursue any and all rights or remedies available to them at law or in equity. In the event either party commences legal proceedings against the other party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment in favor of the prevailing party all expenses incurred by the prevailing party in the litigation, including but not limited to the court costs and reasonable attorney's fees, witness fees, expert witness fees, and other similar expenses,

- and if appealed, shall include all such costs incurred by the prevailing party in connection therewith.
- 14. <u>Joint Preparation/Review by Counsel</u>. The parties acknowledge and agree that each party participated in the preparation of this Agreement and that each of their respective counsel have reviewed and approved this Agreement. Accordingly, the parties hereby agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation or construction of this Agreement or any amendments or exhibits thereto.
- 15. <u>Termination of Purchase Contract</u>. In the event that the closing on the purchase of the Property as contemplated in the Purchase Contract does not take place, and the Purchase Contract is validly terminated pursuant to its own terms, this Agreement shall thereafter be deemed to be null and void.
- 16. <u>Capitalized Terms</u>. To the extent that this Agreement makes reference to a capitalized word or term which is not specifically defined herein, said word or term shall be defined as set forth in the Purchase Contract.

(The Remainder of the page is intentionally left blank)

IN WITNESS WHEREOF, Lombard and Developer, pursuant to authority granted to them by their respective Board of Trustees/Board of Directors have caused this Agreement to be executed by their respective authorized representatives.

VILLAGE OF LOMBARD	HARP LOMBARD LLC
By Milling Muelle	By Alle
William J. Mueller, President	Peter Dumon, President
By Barbara A. Johnson Deputy Village Clerk	By
Date December 1, 2003	DateDecember 1, 2003