

**SECOND AMENDMENT TO INCENTIVE AGREEMENT (SALES TAX REBATE) FOR
SUPERMERCADOS EL GUERO DE JOLIET, INC AT 118 E. JACKSON STREET**

THIS AGREEMENT, (Second Amended Agreement) is entered into this _____ day of _____, 2024, by and between the City of Joliet, an Illinois municipal corporation and home rule unit of local government, ("CITY") and Supermercados El Guero De Joliet, Inc., an Illinois business corporation ("Developer").

WITNESSETH

WHEREAS, this Agreement modifies an Agreement, pursuant to Resolution No. 7361 which was approved on February 19, 2019, wherein Developer and City entered into a Sales Tax Rebate Incentive Agreement (Development Agreement) to redevelop 118 E. Jackson Street, a 55,000 square foot commercial space on 4.5 acres into a grocery store along with additional retail space for rent, in accordance with Development Agreement; and

WHEREAS, the Agreement was amended by Ordinance No. 18498 on May 2, 2023; and

WHEREAS, the property is located within the City of Joliet and is eligible to receive financial assistance in accordance with State Statute (65 ILCS 5/8-11-20); and

WHEREAS, this Second Amended Agreement is intended to modify the terms and conditions established by the Development Agreement under which Developer will receive assistance provided by the City and the time in which the property will be redeveloped; and

NOW, THEREFORE, THE CITY AND DEVELOPER AGREE AS FOLLOWS:

1. **INCORPORATION OF RECITALS**

The foregoing recitals are hereby incorporated into the body of this Development Agreement ("Agreement") as if fully set forth and repeated herein at length.

2. **OPENING DATE**

Section 3.B.(iii) of the Development Agreement shall be amended to extend the open for business date from March 31, 2024 to September 30, 2024.

3. **MISCELLANEOUS**

(a) The terms and provisions set forth in the Development Agreement dated February 19, 2019 shall remain in full force and effect except to the extent of the terms and provisions set forth in this Second Amended Agreement. To the extent of any inconsistency between the terms of the Development

Agreement and the terms set forth herein, the terms set forth in this Second Amendment shall control. The Second Amended Agreement represents the parties' final and mutual understanding with respect to the subject matter hereof. It replaces and supersedes any prior agreements or understandings, whether written or oral. This Second Amended Agreement may not be modified or replaced except by another written signed Agreement.

- (b) This Second Amended Agreement constitutes the parties' entire agreement on the subject. There are no written or oral representations or understandings that are not fully expressed in this Second Amended Agreement. No change, waiver, or discharge is valid unless set forth in an instrument that is signed by the party against whom it is sought to be enforced.
- (c) Except as otherwise set forth herein, this Second Amended Agreement shall be governed and construed in accordance with the laws of the State of Illinois. All actions whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this Second Amended Agreement shall be instituted in the courts of the State of Illinois located in Will County and in no other. In accordance herewith, the parties to this Second Amended Agreement submit to the jurisdiction of the courts of the State of Illinois, located in Will County.
- (d) The failure of either party at any time to give notice of any breach of or noncompliance with this Agreement is not a waiver of any rights or remedies under this Second Amended Agreement.
- (e) If any provision of this Second Amended Agreement is held to be illegal, invalid, or unenforceable, the provision will be fully severable and will be construed and enforced as if such provision is not a part of this Second Amended Agreement, and the remaining provisions of this Second Amended Agreement will remain in full force and effect.

4. **EFFECTIVE DATE**

This Second Amended Development Agreement shall take effect upon approval by city council.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS ON THE DATE HEREINABOVE FIRST WRITTEN.

*CITY OF JOLIET,
an Illinois municipal corporation*

*Supermercados El Guero De Joliet, Inc.
a corporation*

BY: _____
Mayor

BY: _____

ATTEST: _____
City Clerk

ATTEST: _____