



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	TIF 4 Redevelopment Agreement-MIF Geneva Park, LLC.		
Presenter & Title:	Cathleen Tymoszenko, Director of Economic Development		
Date:	October 21, 2024		
Please Check Appropriate Box:			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EV-I			
Estimated Cost: \$ 42.8 M	Budgeted?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i> TIF 4 Future Increment			
Executive Summary:			
<p>211 acres of land within the City's Southeast Master Plan Area Tax Increment Finance District (TIF 4) has been entitled to provide for the development of a new industrial park including extension of Kautz Road, signalization, utility extensions and stormwater management. Construction of infrastructure is to begin in 2024, the first building in 2025 and full project stabilization by 2032. Public private partnership-contingent on the establishment of TIF 4 as approved in July 2024 is needed to secure this investment.</p> <p>Per presentation at the June 17, 2024 Committee of the Whole, the total project budget is \$296.7M. To assist with the partnership formation, the City used a third party development adviser to conduct a "but for analysis". Such analysis determined that the project requires public assistance to achieve market-acceptable rates of return. The need for assistance is driven by the substantial upfront infrastructure costs, including nearly \$25M that will be incurred prior to constructing the first building. The Redevelopment Agreement provides for \$42.8M of assistance (approximately 14%) of the total development costs. Such assistance will be structure thru the issuance of an Alternative Revenue Bond and pay as you go (PAYG) notes. The City will issue an Alternative Revenue Bond with increment property taxes from all project pins pledged as the primary source of repayment. Bond proceeds available to reimburse the developer will be either \$4M or \$5M (after associated costs of issuance) depending on the status of water main loop construction by an adjacent developer. The remainder of funds (\$38.8M) will be provided thru the issuance of PAYG notes after the second building receives occupancy.</p> <p>The source of payment for the bond and the notes will be the net increment from the project PINs. In other words, the development will generate the income to provide an incentive for development. The City has worked with special legal counsel and bond counsel to ensure that the public private partnership is structured to limit as much risk as possible for the City while addressing the needs of the developer to infuse capital into the project. The City has worked to make sure that the first priority for TIF funds collected will be the repayment of the City bond annually (including needed reserves). The remaining increment will be split between the City and the Developer; specifically,</p>			

80% of the net annual increment will be made available to the Developer and 20% will remain in the special tax allocation fund for other TIF eligible expenses as authorized by City Council.

Attachments: *(please list)*

- Resolution and Redevelopment Agreement with MIF Geneva Park, LLC

Voting Requirements:

This motion requires a simple majority of affirmative votes for passage. (City Council Only)

The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.

Recommendation / Suggested Action: *(how the item should be listed on agenda)*

Consider Approval of Resolution Authorizing Redevelopment Agreement by and Between the City of Geneva and MIF Geneva Park-J, LLC; MIF Geneva Park-M, LLC; and MIF Geneva Park Master Developer, LLC.

RESOLUTION NO. 2024-107

**RESOLUTION AUTHORIZING EXECUTION OF
A REDEVELOPMENT AGREEMENT BY AND BETWEEN
CITY OF GENEVA AND MIF GENEVA PARK-J, LLC; MIF GENEVA PARK-M, LLC; and
MIF GENEVA PARK MASTER DEVELOPER, LLC.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Mayor is hereby authorized to execute, on behalf of the City of Geneva, A Redevelopment Agreement by and between the City of Geneva and MIF Geneva Park-J, LLC; MIF Geneva Park-M, LLC; and MIF Geneva Park Master Developer, LLC. in the form attached hereto at Exhibit “A”, to provide tax increment financing assistance for the development of an industrial park including extension of Kautz Road, signalized intersections, utility extensions and stormwater management, south of IL RT 38, west of Kautz Road and north of Fabyan Parkway.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2024.

AYES: __ **NAYS:** __ **ABSENT:** __ **ABSTAINING:** __ **HOLDING OFFICE:** __

Approved by me this ____ day of _____, 2024.

ATTEST: _____ Mayor

City Clerk

**REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF GENEVA, KANE COUNTY, ILLINOIS AND MIF
GENEVA PARK-J, LLC; MIF GENEVA PARK-M, LLC; AND
MIF GENEVA PARK MASTER DEVELOPER, LLC**

THIS REDEVELOPMENT AGREEMENT (*“Agreement”*) is entered into as of the ____ day of _____ 2024 (*“Effective Date”*) by and between the City of Geneva, Kane County, Illinois, an Illinois municipal corporation (*“City”*); MIF Geneva Park-J, LLC (*“Park-J”*) and MIF Geneva Park-M, LLC (*“Park-M”*); Park-J and Park-M are, collectively, *“Owner”*); and MIF Geneva Park Master Developer, LLC (the *“Developer”*).

In consideration of the mutual covenants and agreements set forth in this Agreement, the City, the Owner, and the Developer hereby agree as follows:

ARTICLE 1: RECITALS

1.1 The City. The City is a duly organized and validly existing non-home rule municipality pursuant to the Constitution of the State of Illinois of 1970 and the laws of the State.

1.2 City Goals. The City has as one of its major goals, the annexation of land adjacent to its boundaries and the development of such land within the City in order to expand and diversify its tax base; stimulate economic activities and growth; and provide job opportunities (collectively, the *“City Goals”*).

1.3 Owner. The Owner owns fee simple interest in approximately 211 acres of land within the City and generally located south of IL Route 38, west of Kautz Road, and north of Fabyan Parkway, all as legally described on Exhibit A attached hereto (the *“Subject Property”*).

1.4 Inducement. In furtherance of the City Goals, on July 7, 2014, the City adopted Resolution No. 2014-17 (the *“Inducement Resolution”*), to induce the expenditure of *“redevelopment project costs,”* as that term is defined under the TIF Act (*“Redevelopment Project Costs”*), which costs would be incurred to prepare the Subject Property (and other adjacent property) for future development projects. By letter to the Owner’s affiliates dated September 26, 2016, the City’s Mayor Kevin R. Burns confirmed the City’s intent to consider the annexation of the Subject Property to the City and assistance to its development as an industrial park through the potential use of tax increment financing pursuant to the TIF Act, as defined below (the

“Inducement Letter”; the Inducement Resolution and the Inducement Letter are, collectively, the “Inducement Actions”).

1.5 Acquisition of the Subject Property. As a result of the City’s Inducement Actions, the Owner, as the result of mergers of various affiliated entities (i) acquired the Subject Property and, in doing so, incurred Redevelopment Project Costs, including the land acquisition costs and the other Redevelopment Project Costs incurred prior to the Effective Date and listed on Exhibit B (the “Initial Redevelopment Project Costs”). The Initial Redevelopment Project Costs are also included within the Eligible Redevelopment Costs listed on Exhibit D.

1.6 Developer. Developer is now prepared to develop the Subject Property, provided that the City financially assists the Owner and Developer as hereinafter provided, which assistance is necessary due to the extraordinary expenses required for such development, including without limitation the Phase I Public Improvement Costs listed on Exhibit C, to be incurred to construct the Phase I Public Improvements identified on Exhibit C that are required to serve the Project (as defined below).

1.7 Authority of the City. The City has the authority pursuant to the laws of the State of Illinois (including the TIF Act), to promote the health, safety, and welfare of its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase job opportunities, and to enter into contractual agreements with third parties for the purpose of achieving these purposes as requested by the Owner.

1.8 The TIF Act. Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “TIF Act”), the Mayor and City Council of the City (the “Corporate Authorities”) are empowered to undertake the redevelopment of a designated area within its municipal boundaries in which existing conditions permit such area to be classified as a “blighted area” or a “conservation area” as such terms are defined in the TIF Act.

1.9 Adoption of TIF. To stimulate and induce development of the Subject Property pursuant to the TIF Act, the City, after giving all required notices, conducting a public hearing and making all findings required by law, on July 8, 2024, pursuant to Ordinance Nos. 2024-26, 27 and 28, (i) approved a Tax Increment Financing District Eligibility Report and a Redevelopment Plan

and Project (the “*Redevelopment Plan*”) for an area designated as the Southeast Master Plan (TIF 4) Redevelopment Project Area (the “*Project Area*”), (ii) approved the Project Area as a “redevelopment project area” under the TIF Act, which Project Area includes the Subject Property, and (iii) adopted tax increment financing for the payment and financing of Redevelopment Project Costs incurred for the redevelopment of the Project Area as authorized by the TIF Act.

1.10 Annexation, Zoning, and Proposed Development.

A. Annexation Agreement. On June 17, 2024, pursuant to Ordinance 2024-18, the Corporate Authorities approved an annexation agreement by and among the City, the Owner, and the Developer for the annexation and development of the Subject Property and specifying certain commitments and obligations of the parties thereto with respect to the Subject Property (the “Annexation Agreement”). The Annexation Agreement provides for the development of the Subject Property as an Industrial Park (the “Project”), including multiple development lots for the development and operation of commercial buildings, outlots to be dedicated for stormwater facilities, and an outlot to be dedicated to the City for an electric substation. Developer intends that the Project include 2.1 to 2.4 million square feet of building area, construction of an extension to Kautz Road to connect Fabyan Parkway to Roosevelt Road, signalization of intersections, construction of utility extensions, construction of stormwater management facilities, construction of parking areas, and construction of lighting, streetscape and landscaping improvements. Developer estimates that the Project will require an investment of approximately \$296,000,000.

B. PUD Ordinance. On June 17, 2024, pursuant to Ordinance No. 2024-21 the Corporate Authorities also approved a Special Use Permit for a Planned Unit Development (PUD), a Preliminary PUD Plan and a Phase I Infrastructure Plan (the “*PUD Ordinance*”) which provided for the development and use of the Subject Property and granted certain deviations from the General Zoning Ordinance as specifically set forth therein. It is hereby agreed that the terms and provisions of the PUD Ordinance are hereby adopted as if restated in this Agreement.

C. Plat of Subdivision. On June 17, 2024, a Plat of Subdivision was approved by the Corporate Authorities pursuant to Resolution No. 2024-64, subdividing the Subject Property into eleven (11) lots.

1.11 Submittal of Final Plans. Without limiting or modifying the Annexation Agreement or the PUD Ordinance, but in summary, the Annexation Agreement and the PUD Ordinance provide:

(i) that the Owner may submit Final Plans for development of the Subject Property on a phased basis and the City's Community Development Director is authorized to, and shall, approve the Final Plans as submitted so long as such Final Plans:

- a) substantially conform to the Preliminary PUD Plans approved by the PUD Ordinance;
- b) comply with the PUD Ordinance, including the approved deviations;
- c) comply with the requirements of the Annexation Agreement; and
- d) otherwise comply with this Agreement and all applicable laws and City ordinances, subject to exceptions or deviations authorized by the PUD Ordinance, the Annexation Agreement or this Agreement;

(ii) if any of the proposed Final Plans do not meet the criteria for approval by the City's Community Development Director, the proposed Final Plans shall be subject to review and approval by the City's Planning and Zoning Commission and the City Council in accordance with Title II, Chapter 9 of the City's Zoning Ordinance;

(iii) pursuant to Section 6C of the Annexation Agreement, the Owner has agreed to submit Final Plans for the development of at least one building on a lot on or before June 17, 2027, which is three years after the date of the approval of the PUD Ordinance.

Without limiting or modifying the foregoing, the City and Developer acknowledge that Developer intends to commence construction, including construction of infrastructure improvements, in 2024.

1.12 Requested Financial Assistance. The City desires that the Developer develop the Subject Property with the Project, to increase the tax base for the City and taxing districts authorized to levy taxes upon the Subject Property, improve the general welfare of the community, and create job opportunities; therefore the City is prepared to provide financial assistance to the Owner pursuant to the terms and conditions hereinafter set forth. As described in more detail in this Agreement, the City has agreed to reimburse (i) the Developer, for the Phase I Public

Improvement Costs, in an amount equal to the Phase I Reimbursable Amount (defined in Section 3.1.C), which will not exceed five million dollars (\$5,000,000), which reimbursement will be made through the proceeds of the issuance of Alternate Revenue Bonds, (ii) the Developer, for future Eligible Redevelopment Costs that will be incurred by it, through (a) the Developer Notes (defined in Section 3.1.E) to be issued hereunder and (b) the Direct Payments (defined in Section 3.2) to Developer of amounts deposited into the Direct Pay Account (defined in Section 3.2), all as provided in Section 3.2, and (iii) the Owner, for the Initial Redevelopment Project Costs that it has already incurred, through the issuance hereunder of Developer Notes. Such reimbursements to Owner and Developer under clauses (ii) and (iii) of the preceding sentence shall not exceed, in the aggregate, thirty eight million eight hundred thousand dollars (\$38,800,000) (the "Total Non-Alternate Revenue Bond Developer Incentive").

ARTICLE 2. DEVELOPER'S OBLIGATIONS

2.1 Construction of Phase I Public Improvements. The parties acknowledge that Developer has submitted applications, as required pursuant to the City's Municipal Code, for permits for the construction of Phase I Public Improvements. Developer shall commence construction of the Phase I Public Improvements within sixty (60) days after receipt of all required permits.

2.2 Phase I Public Improvement Reimbursement Request. After completion of the Phase I Public Improvements in accordance with the Phase I Infrastructure Plans (as defined in the Annexation Agreement), and acceptance or approval of same by the City, Developer shall submit to the City a request for reimbursement, including (i) all paid bills, invoices, receipts, lien waivers and such other documentation evidencing the Phase I Public Improvement Costs that it incurred in the design, construction, and completion of the Phase I Public Improvements, (ii) disclosure of the number of construction jobs, reported in full-time equivalents, resulting from the Project, and (iii) a request for reimbursement from the City of such Phase I Public Improvement Costs in accordance with the procedures as provided in Section 3.1.B (the "*Phase I Public Improvement Reimbursement Request*").

2.3 Construction of Commercial Buildings; Developer Reimbursement Requests. The Developer agrees to diligently proceed, subject to market conditions, with the preparation of Final Plans for commercial buildings within the Subject Property, and with the construction of such

commercial buildings, with the goal of completing construction of such commercial buildings within ten (10) years after the Effective Date. During the term of this Agreement, the Developer shall submit to the City written requests for reimbursement in accordance with the procedures as provided in Section 3.1.D and including (i) all paid bills, invoices, receipts, lien waivers, and such other documentation evidencing the expenditure of the Redevelopment Project Costs of the Project, including without limitation, those listed on Exhibit D attached hereto (the “Eligible Redevelopment Costs”) incurred to date by the Developer (and not previously included in the Owner Initial Reimbursement Request (as defined in Section 3.1.A) or the Phase I Public Improvement Reimbursement Request) and (ii) disclosure of the number of construction jobs, reported in full-time equivalents, resulting from the Project (such requests are, collectively, the “*Developer Reimbursement Requests*”). Developer may submit up to two Developer Reimbursement Requests per year, except that Developer may submit its final request at any time.

2.4 Joint Obligations. Owner agrees to cause Developer to perform all of Developer’s obligations, covenants, and agreements pursuant to this Agreement.

2.5 Prevailing Wage. In each of its contracts with contractors for the construction or demolition of fixed public works, Developer shall include a provision requiring the contractor and its subcontractors (if any) to pay prevailing wages, to the extent required under the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

2.6 Job Counts. The Developer agrees to annually disclose to the City the number of jobs, as of April 30th of each year during the term of this Agreement, that owners or tenants of the commercial buildings on the Subject Property have allocated to such buildings, to assist the City with its reporting requirements under Section 11-74.4-5(a) of the TIF Act.

ARTICLE 3. CITY’S OBLIGATIONS

3.1 Reimbursement of Redevelopment Project Costs.

A. Owner Initial Reimbursement Request; Approval of Initial Redevelopment Project Costs. The City shall reimburse Owner (through the issuance of Developer Notes) for the Initial

Redevelopment Project Costs, as provided further in this Agreement, including Section 3.1.E; however, Owner shall first submit to the City (and may do so at any time on or after the Effective Date), a written request for reimbursement (the “*Owner Initial Reimbursement Request*”) that (i) includes all paid bills, invoices, receipts, lien waivers and other documentation evidencing payment of the Initial Redevelopment Project Costs and (ii) identifies which Owner entity (Park-J or Park-M), incurred which Initial Redevelopment Project Costs. Within 45 days after receipt of the Owner Initial Reimbursement Request, the City’s Economic Development Director in cooperation with the City’s Public Works Director shall review such Request and, in writing, (i) approve all Initial Redevelopment Project Costs listed therein for which sufficient documentation has not been provided and (ii) disapprove any Initial Redevelopment Project Costs for which sufficient documentation has not been provided, stating the reasons for any decision not to approve. If the City does not approve some or all of the Initial Redevelopment Project Costs for which reimbursement was sought in the Owner Initial Reimbursement Request, then Developer may submit restated or amended versions of the Owner Initial Reimbursement Request. Upon satisfaction of the requirements under this Agreement for the issuance of Developer Notes, the City will issue Developer Notes to reimburse Owner for such approved Initial Redevelopment Project Costs.

B. Approval of Phase I Public Improvement Costs. Within 45 days after receipt of the Phase I Public Improvement Reimbursement Request, the City’s Economic Development Director in cooperation with the City’s Public Works Director shall review the Phase I Public Improvement Reimbursement Request and, in writing, (i) approve all Phase I Public Improvement Costs identified therein for which evidence of payment has been provided in accordance with Section 2.2 (such approved costs are “Approved Phase I Public Improvement Costs”) and (ii) disapprove any Phase I Public Improvement Costs for which evidence of payment has not been provided in accordance with Section 2.2, identifying which costs have not been approved and stating the reasons for any decision not to approve. If the City does not approve some or all of the Phase I Public Improvement Costs for which reimbursement was sought in the Phase I Public Improvement Reimbursement Request, then Developer may submit restated or amended versions of the Phase I Public Improvement Reimbursement Request.

C. Alternate Revenue Bonds. The City shall proceed to issue alternate revenue bonds (“Alternate Revenue Bonds”) immediately after:

- a) Developer has submitted, and the City has reviewed and either approved or disapproved, the Phase I Public Improvement Reimbursement Request (and any restated or amended versions thereof),
- b) the City shall have first approved and accepted the Phase I Public Improvements, which the City shall do, so long as the Phase I Public Improvements comply with the Phase I Infrastructure Plans; and
- c) the City shall have first issued a certificate of occupancy for a commercial building constructed on the Subject Property;
- d) the City shall have received a feasibility report from an independent consultant reasonably acceptable to the City Administrator, Developer and Bond Counsel that demonstrates that annual Subject Property Incremental Taxes (as defined below) available to pay debt service are expected to be no less than 1.25 times the annual debt service requirements of the Alternate Revenue Bonds (in accordance with the Local Government Debt Reform Act of the State of Illinois, as amended (the "Debt Reform Act"), which, the parties acknowledge, may occur after one or more commercial buildings have been constructed, depending on the size and assessed value of such building(s) and other factors affecting property assessment.

The Developer acknowledges that the issuance of the Alternate Revenue Bonds is subject to the requirements of the Debt Reform Act, certain of which are described in this paragraph. Under the Debt Reform Act, the ability of the City to issue the Alternate Revenue Bonds is subject to petition by the voters of the City. If a petition by the voters is submitted that requires a voter referendum on the question whether to issue the Alternate Revenue Bonds (a "Referendum"), and such Referendum is not approved by the voters, then the City shall reimburse Developer for the Phase I Reimbursable Amount by promptly issuing to Developer a senior lien tax-exempt tax increment finance note (the "Tax-Exempt Senior Lien TIF Note"), the principal of and interest on which will be paid from the Senior Lien Account (defined in Section 3.2) in the same manner in which the principal of and interest on the Alternate Revenue Bonds would have been paid. All other terms of the Tax-Exempt Senior Lien TIF Note, including the interest rate borne thereby, shall be the same as the terms of the Tax-Exempt Junior Lien TIF Notes (defined in Section 3.1.E) issued hereunder. Furthermore, as stated above, the issuance of the Alternate Revenue Bonds is conditioned on the ability of the City to demonstrate that the revenues pledged to the payment of the Alternate Revenue Bonds hereunder will be sufficient to provide 1.25 times debt service

coverage with respect to the Alternate Revenue Bonds in accordance with the requirements of the Debt Reform Act.

The Alternate Revenue Bonds shall be subject to the following:

- a) the proceeds derived from the issuance of the Alternate Revenue Bonds shall be sufficient to provide for (i) a reimbursement to the Developer equal to the lesser of (a) the Approved Phase I Public Improvement Costs and (b) either (1) Four Million Dollars (\$4,000,000.00), if Developer does not construct the Water Main Loop as provided in the Annexation Agreement or (2) Five Million Dollars (\$5,000,000.00), if Developer constructs the Water Main Loop as provided in the Annexation Agreement (such lesser amount is the "Phase I Reimbursable Amount"), (ii) all costs of issuance of the Alternate Revenue Bonds, and (iii) capitalized interest on the Alternate Revenue Bonds, if necessary;
- b) the proceeds of the Alternate Revenue Bonds (other than the portion used to pay costs of issuance or capitalized interest) shall be used for the purpose of reimbursing the Developer for the Phase I Reimbursable Amount;
- c) the final maturity of the Alternate Revenue Bonds shall be not later than the first to occur of: (i) the date that is twenty years after the date of issuance; or (ii) December 31, 2048 (which is the end of the year after the last year of the Redevelopment Plan for the Project Area and, therefore, the year in which the final Incremental Taxes will be paid to the City);
- d) the Alternate Revenue Bonds shall bear interest at a rate determined through the sale of the Alternate Revenue Bonds; and
- e) payment of all debt service on the Alternate Revenue Bonds shall be senior to any other payment hereunder, including debt service on any Developer Note issued hereunder or Direct Payment made hereunder, as provided in Section 3.2 below.

Within thirty (30) days after the Alternate Revenue Bonds have been issued, the City shall pay (in a lump sum amount) the Phase I Reimbursable Amount to the Developer.

The Parties desire that the City issue the Alternate Revenue Bonds (or, if the Referendum fails, the Tax-Exempt Senior Lien TIF Note) as tax-exempt obligations ("*Tax-Exempt Obligations*") pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*").

However, the Alternate Revenue Bonds (or, if the Referendum fails, the Tax-Exempt Senior Lien TIF Note) will only be issued as Tax-Exempt Obligations if the requirements under the Code for the exclusion of gross income of interest on the Alternate Revenue Bonds (or, if the Referendum fails, the Tax-Exempt Senior Lien TIF Note) from the income of the holders thereof for federal income tax purposes are met and the City receives an opinion of Bond Counsel, subject to customary qualifications and exceptions, to that effect. In order to assist the City in obtaining such opinion, the Developer agrees in good faith to provide any information, representations and certifications as Bond Counsel may reasonably request to be provided. The City shall exercise commercially reasonable, good faith efforts to issue the Alternate Revenue Bonds (or, if the Referendum fails, the Tax-Exempt Senior Lien TIF Note) as Tax-Exempt Obligations. However, the Developer acknowledges and agrees that, if the City has exercised such commercially reasonable, good faith efforts, but is unable to issue the Alternate Revenue Bonds (or Tax-Exempt Senior Lien TIF Note) as Tax-Exempt Obligations, such inability shall not be an event of default by the City hereunder. In the event the City cannot issue the Alternate Revenue Bonds as Tax-Exempt Obligations, the City shall issue the Alternate Revenue Bonds (or Tax-Exempt Senior Lien TIF Note) such that the interest thereon is includible in gross income of the owners thereof for federal income tax purposes (a "Taxable Obligation").

D. Approval of Eligible Redevelopment Costs. Within 45 days after receipt of a Developer Reimbursement Request, the City's Economic Development Director in cooperation with the City's Public Works Director shall review the Developer Reimbursement Request and, in writing, (i) approve all Eligible Redevelopment Costs identified therein for which evidence of payment has been provided in accordance with Section 2.3 and (ii) disapprove any Eligible Redevelopment Costs for which evidence of payment has not been provided in accordance with Section 2.3, identifying which costs have not been approved and stating the reasons for any decision not to approve. If the City does not approve some or all of the Eligible Redevelopment Costs for which reimbursement was sought in a Developer Reimbursement Request, then Developer may submit restated or amended versions of such Developer Reimbursement Request.

E. Developer Notes. The City shall reimburse Owner for approved Initial Redevelopment Project Costs and reimburse Developer for other approved Eligible Redevelopment Costs (approved Initial Redevelopment Project Costs and approved Eligible Redevelopment Costs are, collectively, "Approved Redevelopment Costs"), through the issuance of Developer Notes

(including as set forth in this Section 3.1.E) and Direct Payments (including as set forth in Section 3.2), subject to the following terms and conditions:

- a) Upon satisfaction of the requirements under this Agreement for the issuance of Developer Notes, the City shall issue one or more junior lien Developer Notes in substantially the form of Exhibit E-1 as Tax-Exempt Obligations (collectively, the “*Tax-Exempt Junior Lien TIF Notes*”) and a single third lien Developer Note in substantially the form of Exhibit E-2, which will be issued as a Taxable Obligation (the “*Taxable Junior Lien TIF Note*” and, together with the Junior Lien TIF Notes, the “*Developer Notes*”; the Tax-Exempt Senior Lien TIF Note is not a “Developer Note” as that term is defined in this Agreement) which shall be payable as described in Section 3.2 below and as shall be further set forth in an ordinance authorizing the issuance of the Developer Notes to be approved by the City Council in conjunction with the issuance of the Initial Junior Lien Notes (as hereinafter defined);
- b) Upon receipt of a written request (a “Tax-Exempt Note Request”), the City shall proceed to issue Tax-Exempt Junior Lien TIF Notes as provided herein. Upon receipt of the first Tax-Exempt Note Request, which shall be from both Developer and Owner, the City shall proceed to issue each of Park-J, Park-M, and Developer a separate Tax-Exempt Junior Lien TIF Note (collectively, the “*Initial Junior Lien Notes*”). Upon receipt of future Tax-Exempt Note Requests from Developer, which it may submit no more frequently than annually, the City shall proceed to issue additional Tax-Exempt Junior Lien TIF Notes to Developer. If (i) the Developer or Owner submits a Tax-Exempt Note Request in October, November or December of a calendar year, (ii) under its financial plan, the City intends to issue bank qualified bonds during such months, and (iii) the City’s issuance of the Tax-Exempt Junior Lien TIF Note and such bank qualified bonds would cause the City to issue more than \$10,000,000 (or the then-applicable maximum amount under the Code that an issuer can issue and be a “qualified small issuer”) in tax-exempt debt in such calendar year, then the City is not required to issue the Tax-Exempt Junior Lien Note in such calendar year, in which case the City shall issue the Tax-Exempt Junior Lien TIF Note so requested by the Developer as soon as possible after the start of the next calendar year, provided the Tax-Exempt Note Request otherwise satisfies the conditions for issuance under this Agreement. In the Tax-Exempt Note

Request, the Developer (and, in the first Tax-Exempt Note Request, both Developer and Owner) shall specify the principal amounts of the Tax-Exempt Junior Lien TIF Notes, which principal amount shall include the amount necessary to fund capitalized interest, a debt service reserve fund and costs of issuance with respect to such Tax-Exempt Junior Lien Note in the amount necessary to allow for monetization of such Tax-Exempt Junior Lien Note. The principal of the Tax-Exempt Junior Lien TIF Note issued to Park-J shall equal the Approved Redevelopment Costs incurred by it, the principal of the Tax-Exempt Junior Lien TIF Note issued to Park-M shall equal the Approved Redevelopment Costs incurred by it, and the principal of the first Tax-Exempt Junior Lien TIF Note issued to Developer shall equal the Approved Redevelopment Costs incurred by it as of the Junior Lien Note Issuance Date (defined below in this Section), plus, with respect to each of the Initial Junior Lien Notes, the amount necessary to fund capitalized interest and a debt service reserve fund with respect to such Initial Junior Lien TIF Notes in the amount necessary to allow for monetization of such Initial Junior Lien TIF Notes. The City shall endeavor to issue a Tax-Exempt Junior Lien TIF Note in such principal amount, provided, however, that the requirements for the issuance of a Tax-Exempt Junior Lien TIF Note, including receipt of an opinion of Bond Counsel that such Tax-Exempt Junior Lien TIF Note may be issued as a Tax-Exempt Obligation, are met, and further provided that the principal amount of any Tax-Exempt Junior Lien TIF Note issued hereunder, including the Initial Junior Lien TIF Notes, shall not exceed (i) the total amount of Approved Redevelopment Costs less the amount of Approved Redevelopment Costs that already (a) are reflected in the principal of a Developer Note previously issued or (b) were reimbursed via Direct Payment or (ii) the Remaining Incentive Amount (as hereinafter defined) on the date of issuance of such Tax-Exempt Junior Lien TIF Note (each a "*Junior Lien Note Issuance Date*") immediately prior to the issuance of the Tax-Exempt Junior Lien TIF Note.

- c) The Taxable Third Lien TIF Note shall be issued on the first Junior Lien Note Issuance Date (the "*Taxable Third Lien TIF Note Issuance Date*"). The maximum principal amount of the Taxable Third Lien TIF Note is the Remaining Incentive Amount on the Taxable Third Lien TIF Note Issuance Date less the principal amount of the Initial Junior Lien Notes issued on such date, *provided, however*, that the actual principal amount of the Taxable Third Lien TIF Note (the "*Third Lien*

TIF Note Principal Amount”) outstanding at any time shall equal the amount of Approved Redevelopment Costs identified by notation on a schedule attached to the Taxable Third Lien TIF Note, less the principal amount of the Taxable Third Lien TIF Note previously paid. The Taxable Third Lien TIF Note shall bear interest only on the Third Lien TIF Note Principal Amount, which shall initially be zero until Approved Redevelopment Costs have been identified to the Third Lien TIF Note as described in the previous sentence. Such notations shall be made by the City on the Taxable Third Lien TIF Note upon submission of, and in accordance with, written requests from time to time by the Developer (a “Taxable TIF Note Request”) and the satisfaction of the other requirements of this Agreement, including the incurrence of Approved Redevelopment Costs which are set forth on a Request for Reimbursement and have not been previously reimbursed by the Alternate Revenue Bonds (or the Tax-Exempt Senior Lien TIF Note), the principal amount of a Developer Note previously issued to the Developer or via Direct Payment, *provided, however*, that the amount identified by the Taxable TIF Note Request shall not exceed the Remaining Incentive Amount immediately prior to the notation on the Taxable Third Lien TIF Note with respect to such Taxable TIF Note Request. The sum of all amounts noted as principal of the Taxable Third Lien TIF Note, whether currently outstanding or previously paid, are referred to herein as the *“Total Taxable Third Lien TIF Note Principal Amount.”*

- d) The City is not required to issue a Developer Note until it has issued certificates of occupancy for two commercial buildings on the Subject Property;
- e) Interest on the Developer Notes shall accrue on the outstanding principal amount of a Developer Note (which, with respect to the Taxable Third Lien TIF Note means the Third Lien TIF Note Principal Amount) at an annual rate of five percent (5%), commencing on the date of issuance of a Developer Note and shall be payable (i) with respect to the Tax-Exempt Junior Lien TIF Notes, on January 1 and July 1 of each year and (ii) with respect to the Taxable Third Lien TIF Note, on January 1 of each year. Should the annual Developer Incremental Taxes (as hereinafter defined) be insufficient to pay the full annual interest due on a Developer Note, the principal amount of such Developer Note shall remain unchanged;
- f) Payment of the principal and interest on the Developer Notes shall be solely from the sources described herein as provided in Section 3.2 below.

- g) Principal on each Tax-Exempt Junior Lien TIF Note shall become due and payable on January 1 of each year in accordance with an amortization schedule to be determined at the time of the issuance of such Tax-Exempt Junior Lien TIF Note, with the final maturity of such Tax-Exempt Junior Lien TIF Note being not later than the first to occur of (i) twenty (20) years from the initial date of the issuance of the Tax-Exempt Junior Lien TIF Note; or (ii) December 31, 2048;
- h) The Taxable Third Lien TIF Note shall be issued on a cash flow or pay as you go basis, with principal of and interest thereon paid on January 1 of each year, such Taxable Third Lien TIF Note to mature on the first to occur of (i) twenty (20) years from the initial date of the issuance of the Taxable Third Lien TIF Note and (ii) December 31, 2048;
- i) No Tax-Exempt Junior Lien TIF Note shall be issued unless the City shall have received a feasibility report from an independent consultant reasonably acceptable to the City Administrator, Developer and Bond Counsel that (i) supports the issuance of the Tax-Exempt Junior Lien TIF Note as a Tax-Exempt Obligation and (ii) with respect to a Tax-Exempt Junior Lien TIF Note issued subsequent to the issuance of the Initial Junior Lien Notes, evidences coverage of 1.25x annual aggregate debt service on all Tax-Exempt Junior Lien TIF Notes which will be outstanding after such issuance from the Developer Incremental Taxes (as hereinafter defined);
- j) No Tax-Exempt Junior Lien TIF Note shall be issued unless the City shall have received an opinion of Bond Counsel that such Tax-Exempt Junior Lien TIF Note is eligible to be issued as a Tax-Exempt Obligation.

The Parties desire that the City issue the Tax-Exempt Junior Lien TIF Notes as Tax-Exempt Obligations. However, the Tax-Exempt Junior Lien TIF Notes will only be issued as a Tax-Exempt Obligation if the requirements under the Code for the exclusion of gross income of interest on the Tax-Exempt Junior Lien TIF Notes from the income of the holders thereof for federal income tax purposes are met and the City receives an opinion of Bond Counsel, subject to customary qualifications and exceptions, to that effect. In order to assist the City in obtaining such opinion, the Developer agrees in good faith to provide any information, representations and certifications as Bond Counsel may reasonably request to be provided. The City shall exercise commercially reasonable, good faith efforts to issue the Tax-Exempt Junior Lien TIF Notes as Tax-Exempt Obligations. However, the Developer acknowledges and agrees that, if the City has exercised

such commercially reasonable, good faith efforts, but is unable to issue the Tax-Exempt Junior Lin TIF Notes as Tax-Exempt Obligations, such inability shall not be an event of default by the City hereunder.

3.2 The “STAF”. The City has established a special tax allocation fund solely for the Project Area (the “STAF”) into which the City shall deposit ad valorem taxes, if any, paid in respect of the Project Area and its improvements which are attributable to the increase in the equalized assessed value of all the parcels of property located within the Project Area over the initial (i.e., as of July 8, 2024) equalized assessed value of said parcels (the “Incremental Taxes”). Incremental Taxes generated from the Subject Property are the “Subject Property Incremental Taxes”. Within the STAF, there shall be two subaccounts, the “General Subaccount” (the “General Account”) and the “MIF Geneva Park Subaccount” (the “MIF Geneva Park Account”) (which Subaccounts shall be automatically created by the Ordinance approving this Agreement). Within the MIF Geneva Park Subaccount, there shall be two subaccounts (each of which shall be automatically created by the Ordinance approving this Agreement): (i) the “Senior Lien Bond and Interest Subaccount” (the “Senior Lien Account”) and the “Developer Subaccount” (the “Developer Account”). Within the Developer Account, there shall be three subaccounts (each of which shall be automatically created by the Ordinance approving this Agreement): (i) the “Junior Lien Note and Interest Subaccount” (the “Junior Lien Account”), (ii) the “Third Lien Note and Interest Subaccount” (the “Third Lien Account”) and (iii) the “Direct Pay Subaccount” (the “Direct Pay Account”). On December 1 of each year [or, if later, that date which is ten (10) days following the date upon which the City receives Subject Property Incremental Taxes from the final installment of real estate tax payments (the “STAF Allocation Date”)], all of the Subject Property Incremental Taxes during the period from the immediately preceding STAF Allocation Date to but not including, the current STAF Allocation Date shall be transferred and deposited into the accounts of the STAF and applied as follows:

- a) First, to the Senior Lien Account, the amount necessary to pay the principal of and interest on the Alternate Revenue Bonds (or the Tax-Exempt Senior Lien TIF Note) coming due during the bond year commencing after such STAF Allocation Date and any amount necessary to reimburse the City for any payments of debt service advanced by the City from lawfully available funds of the City with respect to the Alternate Revenue Bonds during any earlier year (collectively, and each year, the “Alternate Bond Deposit”);

- b) Second, to the General Account, twenty percent (20%) of the Subject Property Incremental Taxes remaining after the Alternate Bond Deposit, for use by the City in accordance with the TIF Act (the “City Allocation Deposit”);
- c) Third, to the Developer Account, the Subject Property Incremental Taxes remaining after the Alternate Bond Deposit and the City Allocation Deposit (such remainder being referred to herein as the “Developer Incremental Taxes”), which Developer Incremental Taxes shall be allocated among the subaccounts of the Developer Account as follows:
 - a. First, to the Junior Lien Account, the sum of (i) the amount necessary to pay any accrued and unpaid interest on any outstanding Tax-Exempt Junior Lien Notes and (ii) the principal of and interest on any outstanding Tax-Exempt Junior Lien TIF Notes to become due on the January 1 and July 1 next succeeding the STAF Allocation Date (collectively, and each year, the “Tax-Exempt Junior Lien TIF Note Deposit”);
 - b. Second, (i) if a Taxable Third Lien TIF Note is issued and outstanding, to the Third Lien Account, any remaining Developer Incremental Taxes after the Tax-Exempt Junior Lien TIF Note Deposit, until the amount on hand in the Third Lien Account equals the sum of the interest due with respect to the Taxable Third Lien TIF Note and the then outstanding principal amount of the Taxable Third Lien TIF Note (the “Taxable Third Lien TIF Note Deposit”) or (ii) if no Taxable Third Lien TIF Note is then outstanding, to the Direct Pay Account, as set forth below;
 - c. Third, to the Direct Pay Account, all remaining Developer Incremental Taxes until the Remaining Incentive Amount (as hereinafter defined) equals zero (the “Direct Pay Deposit”);
 - d. Fourth, to the General Account, all remaining Developer Incremental Taxes for use by the City in accordance with the TIF Act.

Amounts on deposit in (i) the Senior Lien Account shall be used solely and only to pay amounts due with respect to the Alternate Revenue Bonds (or the Tax-Exempt Senior Lien TIF Note), (ii) the Junior Lien Subaccount shall be used solely and only to pay amounts due with respect to the Tax-Exempt Junior Lien TIF Notes, (iii) the Third Lien Account shall be used solely and only to pay amounts due with respect to the Taxable Third Lien TIF Note and (iv) in the Direct Pay Account shall be paid to the Developer within thirty days after the STAF Allocation Date (a “Direct

Payment”). The City irrevocably pledges the Subject Property Incremental Taxes to the payment of the Alternate Revenue Bonds (or the Tax-Exempt Senior Lien TIF Note), Tax-Exempt Junior Lien TIF Notes, Taxable Third Lien TIF Note, and Direct Payments, as described in the immediately previous sentence. Each Tax-Exempt Junior TIF Note will have a parity lien on the Developer Incremental Taxes on deposit in the Junior Lien Account (i.e., the lien of each Tax-Exempt Junior Lien TIF Note on such Developer Incremental Taxes will be proportional to: its outstanding principal divided by the aggregate outstanding principal of all Tax-Exempt Junior Lien TIF Notes).

The “*Remaining Incentive Amount*” at any time is the amount equal to the Total Non-Alternate Revenue Bond Developer Incentive less (i) the principal amount of all Tax-Exempt Junior Lien TIF Notes previously issued hereunder (whether such principal amount is currently outstanding or has been paid), (ii) the Total Taxable Third Lien TIF Note Principal Amount, and (iii) the sum of all Direct Payments made to the Developer hereunder.

The Tax-Exempt Junior Lien Notes are secured solely and only by the amounts on hand in the Junior Lien Account and the Taxable Third Lien TIF Note is secured solely and only by the amounts on hand in the Third Lien Account. All payments on the Developer Notes will be applied first to accrued and unpaid interest, then to current interest, then to the payment of principal thereon (which, with respect to the Tax-Exempt Junior Lien TIF Notes, shall be in accordance with the amortization schedule provided at the time of the issuance of the Tax-Exempt Junior Lien TIF Note). With respect to the Tax-Exempt Junior Lien TIF Notes, if requested by the Developer, the Tax-Exempt Junior Lien TIF Notes shall provide for the capitalization of interest, a debt service reserve fund and any other features as reasonably necessary or desirable to ensure that the Tax-Exempt Junior Lien TIF Note is marketable. The Developer Notes may be assignable or pledged as collateral to any lender providing financing for the Project. The Developer Notes are saleable and assignable to a Qualified Institutional Buyer (meaning an entity defined by Rule 144A of the Securities Act of 1933), provided, however, that any Tax-Exempt Junior Lien TIF Note may be assigned by the Developer to a trustee for the purpose of selling participating interests in such Tax-Exempt Junior Lien TIF Note to Qualified Institutional Buyers.

THE CITY’S OBLIGATION TO PAY PRINCIPAL AND INTEREST ON THE DEVELOPER NOTES AS PROVIDED IN THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM (A) WITH RESPECT TO THE TAX-EXEMPT JUNIOR LIEN TIF NOTES, DEVELOPER

INCREMENTAL TAXES DEPOSITED IN THE JUNIOR LIEN ACCOUNT AND (B) WITH RESPECT TO THE TAXABLE THIRD LIEN TIF NOTE, THE THIRD LIEN ACCOUNT, EACH BEING SUBACCOUNTS OF THE DEVELOPER SUBACCOUNT OF THE MIF GENEVA PARK SUBACCOUNT OF THE STAF FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.

The Developer Incremental Taxes may be insufficient to provide for the payment of all principal and interest due on the Developer Notes. If the Developer Incremental Revenues are insufficient to pay all principal and interest due under the Developer Notes, the holders of the Developer Notes shall have no recourse against the City, other than enforcing the City's obligations to use the Developer Incremental Revenues to pay such amounts, as required by this Agreement; The Developer will have no right to, and agree that they will not, compel any exercise of the taxing power of the City to pay any principal or interest coming due on the Developer Notes, or to reimburse any eligible costs, and no execution of any claim, demand, cause of action or judgment may be levied upon or collected from the general credit, general funds or other property of the City.

A diagram illustrating, in summary, accounts within the STAF, the allocation of Subject Property Incremental Taxes into and through such accounts, and the purposes of such allocations and accounts, is attached to this Agreement as Exhibit F. In the event of a conflict between this Agreement and Exhibit F, this Agreement will control.

ARTICLE 4. REPRESENTATIONS, WARRANTIES, AND COVENANTS

4.1 Owner's and Developer's Representations Warranties and Covenants. To induce the City to enter into this Agreement, the Owner and the Developer represent, covenant, warrant, and agree that:

- (a) Recitals. The statements concerning Owner and Developer in Sections 1.3, 1.4, 1.5, and 1.6 are true, complete, and accurate in all material respects.
- (b) Organization and Authorization. The Owner and Developer are each a limited liability company duly formed and existing under the laws of the State of Illinois authorized to do business in Illinois, and they have the power to enter into, and by

proper action have been duly authorized to execute, deliver, and perform, this Agreement. The Owner and the Developer will each do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence and standing as a limited liability company authorized to do business in the State of Illinois for so long as Developer is developing and constructing the Project.

- (c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by the Owner and Developer, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of any of the terms, conditions, or provisions of any offering or disclosure statement made, or to be made, on behalf of the Owner and the Developer, or any restriction, organizational document, agreement, or instrument to which Owner and the Developer, or any of its partners or venturers, is now a party or by which Owner and the Developer, or any of its partners or venturers, is bound, or constitute a default under any of the foregoing.
- (d) Pending Lawsuits. There are no actions at law or similar proceedings either pending or, to the best of Owner's and Developer's knowledge, threatened against Owner and the Developer that would materially or adversely affect:
- (i) their ability to proceed with the construction and development of the Subject Property;
 - (ii) their financial condition; or
 - (iii) the level or condition of their assets as of the date of this Agreement.

4.2 Payments When Due. The Owner shall pay, or to cause Developer to pay, all fees, fines, taxes (including real estate taxes), utility usage bills and fees itemized on Exhibit H to the Annexation Agreement when due. Notwithstanding the foregoing, however, to the extent the Owner or Developer fails to pay such taxes, fees or fines or fails to pay such in a timely manner, the Parties agree that the only remedies for such failure are those allowed under State law and this Agreement shall not provide any remedies above and beyond what is permitted by State law.

4.3 City Representations, Warranties and Covenants. To induce Owner and Developer to enter into this Agreement and to undertake the performance of its obligations under this Agreement, the City represents, covenants, warrants and agrees as follows:

- (a) Recitals. The statements concerning the City in Sections 1.1, 1.2, and 1.4 are true, complete, and accurate in all material respects.
- (b) Authorizations. The City has the power to enter into and perform its obligations under this Agreement and by proper action has duly authorized the Mayor and City Clerk to execute and deliver this Agreement.
- (c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by the City, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of the terms of any order, agreement, or other instrument to which the City is a party or by which the City is now bound.
- (d) Pending Lawsuits. There are no actions at law or similar proceedings either pending or to the best of the City's knowledge being threatened against the City that would materially or adversely affect:
 - (i) ability of Developer to proceed with the construction of the Project.
 - (ii) ability of the City to perform its obligations under this Agreement.

4.4 No Impermissible Agreements.

A. General Obligations. It is the intent of the parties that no impermissible agreements related to the payment of taxes by any party that undertakes development of any portion of the Project or Subject Property will be entered into between the parties. The City covenants not to enter into or enforce any agreements with any taxpayers that would modify the obligations of taxpayers under general law and covenants and agrees that it will not enter into or remain subject to or the beneficiary of any impermissible agreement under Treas. Reg. Section 1.141-4(e)(4), including any agreement that requires Developer or Owner of the Subject Property

not to contest or protest real estate taxes assessed against the Subject Property or portions thereof, or that prohibits Developer or Owner of the Subject Property from seeking a deferral of such property taxes. The City and the Developer recognize that payments from any such party to the City, other than payments made for taxes of general applicability, may be deemed to be private payments under the Code and such payments may preclude the City's issuance of Tax-Exempt Obligations. The City further covenants that, other than as described in Section 4.4.B, it will not impose any special assessments or tax of non-general applicability within the Project Area while either the Alternate Revenue Bonds (if they are Tax-Exempt Obligations) (or Tax-Exempt Senior Lien TIF Note) and any Tax-Exempt Junior Lien TIF Notes are outstanding and will not collect any of such taxes or assessments while any such Tax-Exempt Obligations are outstanding without first obtaining an opinion of Bond Counsel.

B. Dormant SSA. Pursuant to the Annexation Agreement (including without limitation Section 10 thereof), Owner agreed that it will not object to the City's creation of a backup maintenance special service area that includes the Subject Property and that is defined in the Annexation Agreement as the "SSA" (the "Dormant SSA"). As provided in the Annexation Agreement, the Dormant SSA may be created and activated, and assessments may be imposed, upon the Owner's default (or the default of an owners association) to perform its obligations for the maintenance, repair, replacement, or renewal, as needed, of certain stormwater detention/retention areas, common areas, conservation areas and open space, common subdivision signage, common area landscaping, and private streets and easements within the Subject Property (the "*Maintained Improvements*"). The City covenants that if such assessments are imposed, they will be imposed in an amount sufficient solely for the cost of ordinary and necessary costs of the operation and maintenance of the Maintained Improvements, not including any costs for City overhead or depreciation expense or indirect costs. To the extent the assessments collected exceed the amount necessary for such direct costs of the operation and maintenance of the Maintained Improvements, the City will remit or rebate the assessments back to the taxpayers paying such assessments.

ARTICLE 5: ENFORCEMENT AND REMEDIES

5.1 Enforcement: Remedies. The parties may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance. Notwithstanding the foregoing, Owner and Developer agree that they will

not seek, and do not have the right to seek, to recover a judgment for monetary damages against the individual elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, or attorneys of the City, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

5.2 Notice; Cure; Expenses. In the event of a breach of this Agreement, the parties agree that the party alleged to be in breach shall have, unless specifically provided otherwise by any other provision of this Article 5, 30 days after notice of any breach delivered in accordance with Section 8.1 to correct the same prior to the non-breaching party's pursuit of any remedy; provided, however, that the 30-day period shall be extended, but only (i) if the alleged breach is not reasonably susceptible to being cured within the 30-day period, and (ii) if the defaulting party has promptly initiated the cure of the breach, and (iii) if the defaulting party diligently and continuously pursues the cure of the breach until its completion. If any party shall fail to perform any of its obligations under this Agreement, and if the party affected by the default shall have given written notice of the default to the defaulting party, and if the defaulting party shall have failed to cure the default as provided in this Section 5.2, then the defaulting party hereby agrees to pay and reimburse the party affected by the default for all costs and expenses reasonably incurred by it in connection with action taken to cure the default, including attorney's fees and court costs.

5.3 Events of Default by Owner and Developer. Any of the following acts or omissions by Owner or Developer shall be an event of default by it with respect to this Agreement:

- (a) a material representation made by it in this Agreement, or in any certificate, notice, demand to the City, or request made to the City in connection with any documents, that proves to be untrue or incorrect in any material respect as of the date made.
- (b) failure to perform any material covenant contained in this Agreement concerning its existence, structure, or financial condition.
- (c) failure to perform any material obligation, including all obligations set forth in Article 2, of this Agreement.

- (d) its commencement of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or its consent to the appointment of, or taking possession by, a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of it, or of any substantial part of its property, or the making by it of any assignment for the benefit of creditors or the failure of it generally to pay its debts as such debts become due or the taking of action by it in furtherance of any of the foregoing. There shall be no cure period for this event of default.
- (e) its failure to pay the fees, fines, taxes (including real estate taxes), utility usage bills and fees described in Section 4.2 of this Agreement.

In addition, the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Owner or Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Owner or Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 60 consecutive days, shall be a default of Owner or Developer, as the case may be. There shall be no cure period for this event of default.

5.4 Remedies for Default by Developer or Owner.

- (a) Subject to the provisions of this Agreement, in the case of an event of default by the Owner or the Developer, the City may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel specific performance of its obligations under this Agreement.
- (b) In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City, then, and in every such case, the Owner or the Developer, and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the

Owner, the Developer, and the City shall continue as though no such proceedings had been taken.

5.5 Indemnification by Owner and Developer; Agreement to Pay Attorneys' Fees and Expenses. During the term of this Agreement, Owner and Developer agree to indemnify the City, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, against any and all claims that may be asserted at any time against any of such parties in connection with or as a result of: (i) Owner's or Developer's negligent acts or omissions related to the development, construction, maintenance, or use of the Subject Property; or (ii) Owner's or Developer's default under the provisions of this Agreement. Such indemnification obligation, however, shall not extend to claims asserted against the City or any of the aforesaid parties in connection with or as a result of: (i) the City's default under the provisions of this Agreement; or (ii) the act, omission, negligence or misconduct of the City or any of the aforesaid parties. Without limiting its other remedies and enforcement rights under this Agreement, if a party commits an event of default and another party employs an attorney or attorneys or incurs other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party, the defaulting party, on demand from the non-defaulting party that incurred expenses, shall pay to the non-defaulting party the reasonable fees of such attorneys and such other reasonable expenses so incurred by the non-defaulting party.

5.6 Events of Default by City. Any of the following acts or omissions by the City shall be an event of default by it with respect to this Agreement:

- (a) failure to perform any term, condition, or provision contained in any agreement or document relating to the Project (other than this Agreement), that would materially and adversely impair the ability of the City to perform its obligations under this Agreement.
- (b) Failure to comply with any material term, provision, or condition of this Agreement within the time herein specified.
- (c) A representation or warranty of the City contained herein that is not true and correct in any material respect.

5.7 Remedies for Default by City. Subject to the provisions of this Agreement, in the case of an event of default by the City, Owner or the Developer may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel the City's specific performance of its obligations under this Agreement; provided, however, no recourse under any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives in any amount in excess of the specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

ARTICLE 6: GENERAL PROVISIONS

6.1 Maintain Improvements in Good and Clean Condition: The Developer shall promptly remove all mud, dirt, and debris that is deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property by the Owner, Developer, or any agent of or contractor hired by, or on behalf of them and repair any damage to any public property that may be caused by the activities of the Owner, Developer, or any agent of or contractor hired by, or on behalf of, them.

6.2 Liability and Indemnity of City.

- (a) No liability for City Review. The Owner and the Developer acknowledge and agree that (i) the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Subject Property or the improvements and (ii) the City's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Owner, Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.

- (b) Hold Harmless and Indemnification. The Owner and Developer shall hold harmless the City, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may asserted at any time against any of such parties in connection with (i) the City's review and approval of any plans or improvements or (ii) the City's issuance of any approval, permit or certificate. The foregoing provision, however, shall not apply to claims made against the City as a result of a City event of default under this Agreement, claims that are made against the City that relate to one or more of the City's representations, warranties, or covenants under Article 5 and claims that the City, either pursuant to the terms of this Agreement or otherwise explicitly has agreed to assume.
- (c) Defense Expenses. The Owner and Developer shall pay all expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the claims identified in the first sentence of Subsection (b) above, but not with respect to claims identified in the second sentence of Subsection (b) above.

The City agrees that upon a successor becoming bound to the obligations created herein in the manner provided herein and providing any required financial assurances, the liability of Developer or Owner (as the case may be) shall be released to the extent of the transferee's assumption of such liability.

6.3 No Implied Waiver of Rights. Each party shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except to the extent embodied in a duly authorized and written waiver of the party, no failure to exercise at any time any right granted herein to it shall be construed as a waiver of that or any other right.

6.4 Force Majeure. Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of its obligations under this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble

(whether legal or illegal), civil disorder, weather conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of Gods, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

6.5 Assignment. This Agreement may not be assigned by the Owner or Developer without the prior written consent of the City, which consent shall not be unreasonably withheld, except that (i) if Owner (specifically, either MIF Geneva Park-J, LLC, or MIF Geneva Park-M, LLC, or both) sells an interest in the Subject Property, then such seller may assign its rights and in this Agreement to the new owner and (ii) Developer may assign its rights and to an Affiliate. Any assignment of the Owner's or Developer's obligations under this Agreement shall require the consent of the City. For purposes of this Section, an "Affiliate" is a person or entity that, directly or indirectly, is in "Control" of, is "Controlled" by, or is under common "Control" with, Developer. For purposes of this Section, "Control" means possession of the power to direct or cause the direction of the management, activities, and policies of another person or entity (even if such power is subject to, or becomes subject to, the right of other equity holders to exercise (i) veto rights over major decisions, (ii) removal rights upon a material default in the Controlling person's obligations, or (iii) a forced sale or purchase right upon the occurrence of specified events), whether through the ability to exercise voting power, by contract, or otherwise). "Controlled" and "Controlling" each have the meanings correlative thereto. The Developer Notes are assignable in accordance with Section 3.2 hereof and as provided in the Developer Notes.

ARTICLE 7. TERM

7.1 Term. This Agreement shall be in full force and effect upon the date on which all parties have executed this Agreement (which will be the Effective Date) and terminate upon the

first to occur of (i) payment in full of all of the Tax-Exempt Senior Lien TIF Note, if issued, and the Developer Notes); or (ii) December 31, 2048. Any obligation that was required to be performed while this Agreement was effective, but was not performed during such time, shall survive the termination of this Agreement.

ARTICLE 8. NOTICES

8.1 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below, or (c) when delivered by a nationally recognized overnight delivery service, or (d) by email transmission, when transmitted to either the facsimile telephone number or email address set forth below, when actually received, and if confirmed by one of the other delivery methods set forth in this Section. Nothing in this Section will be deemed to invalidate a notice that is actually received.

Notices and communications to Developer or Owner shall be addressed to, and delivered at, the following addresses:

To the City:	Mayor CITY OF GENEVA 22 South First Street Geneva, IL 60134
with copies to:	City Clerk CITY OF GENEVA 22 South First Street Geneva, IL 60134
And to:	City Attorney CITY OF GENEVA 22 South First Street Geneva, IL 60134
If to Owner or Developer:	MWI Property Group Attn: Justin Fierz 1211 W. 22 nd Street, Suite 800

Oak Brook, IL 60523

MWI Property Group
 Attn: Jack Horrigan
 1211 W. 22nd Street, Suite 800
 Oak Brook, IL 60523

with a copy to:

Matthew E. Norton
 Burke, Warren, MacKay & Serritella
 330 N. Wabash Ave.
 21st Floor
 Chicago, IL 60611

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to such party, but no notice of a change of address or addressee shall be effective until actually received. Nothing in this Section will be deemed to invalidate a written notice that is actually received.

ARTICLE 9. IN GENERAL

9.1 Amendments and Waiver. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by all parties. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

9.2 No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against any party.

9.3 Entire Agreement. This Agreement (including its exhibits, which are incorporated into this Agreement by this reference) and the Annexation Agreement shall constitute the entire agreement of the parties related to the Project; any prior negotiations or agreements between the parties, whether written or oral, are merged into this Agreement and the Annexation Agreement and shall be of no force and effect.

9.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument. For purposes of executing this Agreement, any signed copy of this Agreement may be transmitted in pdf or other electronic format, and the signature of any party thereon shall, for purposes of execution hereof, be considered an original signature. No party shall raise the use of electronic signatures, or the fact that any signature or document was transmitted by electronic means, as a defense to the effectiveness of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

City of Geneva, Illinois

Attest:

By: _____
Kevin Burns
Mayor

By: _____
City Clerk

Date: _____, 2024

MIF Geneva Park-J, LLC

By: _____
Justin Fierz, Manager

Date: _____, 2024

MIF Geneva Park-M, LLC

By: _____
Michael Androwich, Manager

Date: _____, 2024

MIF Geneva Park Master Developer, LLC

By: _____

Justin Fierz, Member

Date: _____, 2024

List of Exhibits

Exhibit A	Legal Description of Subject Property
Exhibit B	List of Initial Redevelopment Project Costs
Exhibit C	List of Phase I Public Improvement Costs and Phase I Public Improvements
Exhibit D	List of Eligible Redevelopment Costs
Exhibit E-1	Form of Tax-Exempt Junior Lien TIF Note
Exhibit E-2	Form of Taxable Third Lien TIF Note
Exhibit F	Diagram of Allocation of Subject Property Incremental Taxes in STAF

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF SUBJECT REALTY

THAT PART OF THE EAST HALF OF SECTION 12, AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH 00 DEGREES 21 MINUTES 03 SECONDS EAST (NORTH 01 DEGREES 07 MINUTES 39 SECONDS EAST RECORD) ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 379.11 FEET (379.46 FEET RECORD) TO THE NORTH RIGHT-OF-WAY LINE OF FABYAN PARKWAY TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: (1) THENCE NORTH 89 DEGREES 43 MINUTES 00 SECONDS WEST (NORTH 88 DEGREES 56 MINUTES 32 SECONDS WEST), A DISTANCE OF 292.90 FEET (292.90' RECORD); (2) THENCE NORTH 86 DEGREES 18 MINUTES 58 SECONDS WEST (NORTH 85 DEGREES 36 MINUTES 56 SECONDS WEST RECORD), A DISTANCE OF 468.37 FEET (468.26 FEET RECORD); (3) THENCE NORTH 89 DEGREES 48 MINUTES 32 SECONDS WEST (NORTH 88 DEGREES 57 MINUTES 21 SECONDS WEST RECORD), A DISTANCE OF 587.04 FEET (586.83 FEET RECORD); (4) THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST (SOUTH 01 DEGREES 02 MINUTES 39 SECONDS WEST RECORD), A DISTANCE OF 33.00 FEET (33.00 FEET RECORD) TO THE ORIGINAL CENTERLINE (NOW ABANDONED) OF AVERILL ROAD; THENCE SOUTHWESTERLY ALONG SAID ORIGINAL CENTERLINE THE FOLLOWING FOUR (4) COURSES: (1) THENCE NORTH 89 DEGREES 48 MINUTES 32 SECONDS WEST (NORTH 88 DEGREES 57 MINUTES 21 SECONDS WEST RECORD), A DISTANCE OF 270.79 FEET; (2) THENCE SOUTH 72 DEGREES 52 MINUTES 21 SECONDS WEST (SOUTH 73 DEGREES 53 MINUTES WEST RECORD), A DISTANCE OF 195.30 FEET (194.72 FEET RECORD); (3) THENCE SOUTH 60 DEGREES 46 MINUTES 34 SECONDS WEST (SOUTH 61 DEGREES 28 MINUTES WEST RECORD), A DISTANCE OF 114.00 FEET (114.00 FEET RECORD); (4) THENCE SOUTH 44 DEGREES 17 MINUTES 34 SECONDS WEST (SOUTH 44 DEGREES 59 MINUTES WEST RECORD), A DISTANCE OF 646.70 FEET (646.70 FEET RECORD) TO A LINE DESCRIBED AS DRAWN SOUTH 00 DEGREES 36 MINUTES WEST FROM A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 13, WHICH IS 298.98 FEET (298.98 FEET MEASURED) EASTERLY FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 06 MINUTES 05 SECONDS WEST (NORTH 00 DEGREES 36 MINUTES EAST RECORD) ALONG SAID LINE (ALSO DESCRIBED AS AN OLD FENCE LINE), A DISTANCE OF 872.03 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 12 SECONDS WEST (NORTH 00 DEGREES 26 MINUTES EAST RECORD) ALONG A LINE DESCRIBED AS AN OLD FENCE LINE, A DISTANCE OF 1,215.40 FEET (1,215.40 FEET RECORD); THENCE NORTH 00 DEGREES 36 MINUTES 05 SECONDS WEST, A DISTANCE OF 676.98 FEET (677.80 FEET RECORD), TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH 88 DEGREES 24 MINUTES 03 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 266.85 FEET TO A POINT DESCRIBED AS LYING 544.20 FEET EASTERLY (544.11 FEET

MEASURED) OF THE ACCEPTED CENTER OF SECTION, AS MEASURED ALONG SAID SOUTH LINE; THENCE NORTH 00 DEGREES 02 MINUTES 44 SECONDS EAST ALONG THE EASTERLY LINE OF A TRACT CONVEYED TO JAMES G. BUSSEY BY DOCUMENT NUMBER 95K062323, A DISTANCE OF 1,887.94 FEET (1,888.91 FEET RECORD) TO THE SOUTH RIGHT-OF-WAY OF THE UNION PACIFIC RAILWAY COMPANY; THENCE NORTH 88 DEGREES 47 MINUTES 43 SECONDS EAST (NORTH 88 DEGREES 51 MINUTES 22 SECONDS EAST RECORD), A DISTANCE OF 1,289.70 FEET (1,289.70 FEET RECORD) TO THE RIGHT-OF-WAY OF ILLINOIS ROUTE 38 PER DOCUMENT NUMBERS 2011K036028 AND 2011K031229; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: (1) THENCE SOUTH 00 DEGREES 03 MINUTES 11 SECONDS WEST (SOUTH 00 DEGREES 04 MINUTES 28 SECONDS WEST RECORD), A DISTANCE OF 211.74 FEET (211.03 FEET RECORD); (2) THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS EAST (SOUTH 89 DEGREES 56 MINUTES 35 SECONDS EAST RECORD), A DISTANCE OF 454.06 FEET (454.03 FEET RECORD); (3) THENCE SOUTH 61 DEGREES 18 MINUTES 14 SECONDS EAST (SOUTH 61 DEGREES 16 MINUTES 39 SECONDS EAST RECORD), A DISTANCE OF 429.13 FEET (428.95 FEET RECORD) TO THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 12; THENCE SOUTH 00 DEGREES 01 MINUTES 26 SECONDS WEST (SOUTH 00 DEGREES 03 MINUTES 03 SECONDS WEST RECORD), A DISTANCE OF 1,437.84 FEET (1,437.86 FEET RECORD) TO THE EAST QUARTER CORNER OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 21 MINUTES 03 SECONDS WEST (SOUTH 01 DEGREES 07 MINUTES 39 SECONDS WEST RECORD) ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12, A DISTANCE OF 2,256.36 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE NORTHEAST QUARTER OF SECTION 12, IN TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 12; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, HAVING AN ILLINOIS COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT) GRID BEARING OF SOUTH 00 DEGREES 00 MINUTES 47 SECONDS WEST, A DISTANCE OF 791.18 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD (F.K.A. THE CHICAGO AND NORTHWESTERN RAILROAD); THENCE NORTH 88 DEGREES 50 MINUTES 50 SECONDS EAST, 545.40 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT ON THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN DEED DOCUMENT NO. 2016K012780, RECORDED MARCH 17, 2016; THENCE CONTINUING NORTH 88 DEGREES 50 MINUTES 50 SECONDS EAST, 668.42 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 50 MINUTES 50 SECONDS EAST, 621.21 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT ON THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DOCUMENT NO. 2016K012780; THENCE SOUTH 00 DEGREES 03 MINUTES 57 SECONDS WEST, 10.00 FEET ALONG SAID EAST LINE TO A POINT ON A LINE 10.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 88 DEGREES 50 MINUTES 50 SECONDS WEST, 621.00

FEET ALONG SAID PARALLEL LINE; THENCE NORTH 01 DEGREES 09 MINUTES 10 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO WARRANTY DEED DOCUMENT NO. 2021K040010, RECORDED MAY 24, 2021.

ALSO

THAT PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE ACCEPTED CENTER OF SECTION 12; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID QUARTER 1833.66 FEET TO THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF A TRACT OF LAND FORMERLY CONVEYED FROM RANDOLPH AND ELYN UPDIKE TO CHRISTIAN SCHOCH BY INSTRUMENT RECORDED ON JUNE 30, 1852 IN RECORD BOOK 26, PAGE 227 THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION, AND WESTERLY LINE FORMING AN ANGLE OF 91 DEGREES 40 MINUTES 21 SECONDS FROM THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 1978.59 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE FORMER CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE WESTERLY ALONG SAID NORTHERLY LINE FORMING AN ANGLE 88 DEGREES 47 MINUTES 15 SECONDS FROM THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 596.11 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN RECORD BOOK 1125, PAGE 537 AS DOCUMENT 470909 FOR A POINT OF BEGINNING; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID TRACT FORMING AN ANGLE OF 82 DEGREES 45 MINUTES 39 SECONDS FROM THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM) 348.93 FEET TO THE SOUTHERLY LINE OF ILLINOIS STATE ROUTE NO. 38 AS PER DOCUMENT 842729; THENCE EASTERLY ALONG SAID SOUTHERLY LINE FORMING AN ANGLE OF 83 DEGREES 02 MINUTES 37 SECONDS FROM THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM) 50.37 FEET TO A LINE THAT IS 50.0 FEET EASTERLY OF AND PARALLEL WITH THE PENULTIMATE DESCRIBED COURSE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE 336.48 FEET TO SAID NORTHERLY LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE 50.40 FEET TO THE POINT OF BEGINNING ALL IN GENEVA TOWNSHIP, KANE COUNTY, ILLINOIS; EXCEPTING FROM THE ABOVE DESCRIBED PARCELS THAT PART CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY DEEDS RECORDED AS DOCUMENT NOS.2011K031226 AND 2011K031227.

CONTAINING 9,186,319 SQUARE FEET OR 210.8889 ACRES.

Exhibit B**List of Initial Redevelopment Costs**

Redevelopment Project Cost Category	Amount Incurred by Party		Grand Totals
	Park-J	Park-M	All Parties
Property assembly costs incurred in the acquisition of that portion of the Subject Property known as "Parcel 1", including the sales price of Parcel 1 and related acquisition costs. See 65 ILCS 5/11-74.4-3(q)(2).	\$426,250.00	\$426,250.00	\$852,500.00
Property assembly costs incurred in the acquisition of that portion of the Subject Property known as "Parcel 3", including the sales price of Parcel 3 and related acquisition costs. See 65 ILCS 5/11-74.4-3(q)(2).	\$1,648,425.00	\$1,648,425.00	\$3,296,850.00
Costs of demolition, clearing and grading of land, and site preparation. 65 ILCS 5/11-74.4-3(q)(2).	\$200,211.00		\$200,211.00
Professional service costs, including without limitation for architectural, engineering, construction management, environmental, geotechnical, legal, and other consulting services. 65 ILCS 5/11-74.4-3(q)(1).	\$478,178.00		\$478,178.00
Totals	\$2,753,064.00	\$2,074,675.00	4,827,739.00

List of Phase I Public Improvements and Phase I Public Improvement Costs

Redevelopment Project Cost Category	Estimated Cost Eligible to be Reimbursed via Alternate Bonds
Costs of <i>clearing and grading of land related to other Phase I Public Improvements, including mass earthwork and mass excavation.</i> 65 ILCS 5/11-74.4-3(q)(2).	\$200,000.00
Costs of the construction of public works or improvements, specifically <i>sanitary sewer main, storm sewer main, and water main improvements.</i> 65 ILCS 5/11-74.4-3(q)(4).	\$3,700,000.00 (or \$4,700,000.00 if Developer constructs Water Main Loop)
Costs of the construction of public works or improvements, specifically <i>public streets, including the Kautz Road extension.</i> 65 ILCS 5/11-74.4-3(q)(4).	\$2,500,000.00
Costs of the construction of public works or improvements, specifically <i>landscaping and lighting necessary for public improvements.</i> 65 ILCS 5/11-74.4-3(q)(4).	\$750,000.00
Totals	\$7,150,000.00 (or \$8,150,000 if Developer constructs Water Main Loop)

Notes: "Phase I Public Improvements" are bolded and italicized above.

Each cost amount listed in this Exhibit is an estimate, and does not cap the amount that may be reimbursed for a particular cost category. However, Developer may be reimbursed through the Alternate Revenue Bonds only for Approved Phase I Public Improvement Costs in an amount not to exceed the Phase I Reimbursable Amount, as provided in Section 3.1.B

List of Eligible Redevelopment Costs

Redevelopment Project Cost Category	Estimated Costs
Property assembly costs incurred in the acquisition of the Subject Property, including the sales price of acquired land and related acquisition costs. 65 ILCS 5/11-74.4-3(q)(2).	\$4,150,000.00
Costs of demolition of buildings, general site preparation, and clearing. 65 ILCS 5/11-74.4-3(q)(2).	\$600,000.00
Costs of clearing and grading of land, including, without limitation mass earthwork and mass excavation. 65 ILCS 5/11-74.4-3(q)(2).	\$16,500,000.00
Costs of site preparation, specifically, wetland mitigation and implementation of stormwater best management practices, including improvements to alleviate flooding. 65 ILCS 5/11-74.4-3(q)(2) and 11-74.4-3(a)(3)(C).	\$2,700,000.00
Costs of site preparation, specifically for utility construction and installation (65 ILCS 5/11-74.4-3(q)(2) and 65 ILCS 5/11-74.4-4(f)), including costs of the construction of utilities that are public works or improvements, specifically sanitary sewer main, storm sewer main, and water main improvements. 65 ILCS 5/11-74.4-3(q)(4).	\$13,700,000.00
Costs of site preparation, specifically for construction and installation of On-Site Electric Improvements (as defined in Annexation Agreement). 65 ILCS 5/11-74.4-3(q)(2) and 65 ILCS 5/11-74.4-4(f).	\$2,600,000.00
Costs of the construction of public works or improvements, specifically public streets, including the Kautz Road extension. 65 ILCS 5/11-74.4-3(q)(4).	\$5,000,000.00
Costs of the construction of public works or improvements, specifically landscaping and lighting necessary for public improvements. 65 ILCS 5/11-74.4-3(q)(4).	\$1,200,000.00
Costs of the construction of public works or improvements, specifically future Kautz Road and Fabyan Road intersection improvements. 65 ILCS 5/11-74.4-3(q)(2).	\$250,000.00
Costs of the construction of public works or improvements, specifically future Kautz Road and Route 38 intersection improvements, including without limitation traffic signal and traffic control improvements. 65 ILCS 5/11-74.4-3(q)(2).	\$225,000.00
Professional service costs, including without limitation for architectural, engineering, construction management, environmental, geotechnical, legal, and other consulting services. 65 ILCS 5/11-74.4-3(q)(1).	\$3,600,000.00
Total	\$51,525,000.00

Note: Each cost amount listed in this Exhibit is an estimate, and does not cap the amount that may be reimbursed for a particular cost category. However, Developer may be reimbursed (i) through the Alternate Revenue Bonds, only for Approved Phase I Public Improvement Costs, in an amount not to exceed the Phase I Reimbursable Amount, as provided in Section 3.1.B and (ii) through the Developer Notes, only for Eligible Redevelopment Costs (including Initial Redevelopment Project Costs) that are not reimbursed through the Alternate Bonds, in an amount not to exceed \$38,800,000.00 (plus interest), as provided in Section 3.1.C.

EXHIBIT E-1

To be inserted by Bond Counsel

EXHIBIT E-2

To be inserted by Bond Counsel

