



**SECTION 2** [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

**FY 2025**

**Name of Redevelopment Project Area:**

**Southeast Master Plan Redevelopment Project Area**

**Primary Use of Redevelopment Project Area\*:** Mixed use

\*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.  
If "Combination/Mixed" List Component Types: Industrial /Comm

Under which section of the Illinois Municipal Code was the Redevelopment Project Area designated? (check one):  
 Tax Increment Allocation Redevelopment Act   
 Industrial Jobs Recovery Law

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] <b>If yes, please enclose the amendment (Labeled Attachment A).</b> For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] <b>If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (Labeled Attachment A).</b>	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] <b>Please enclose the CEO Certification (Labeled Attachment B).</b>		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] <b>Please enclose the Legal Counsel Opinion (Labeled Attachment C).</b>		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] <b>If yes, please enclose the Activities Statement (Labeled Attachment D).</b>		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] <b>If yes, please enclose the Agreement(s) (Labeled Attachment E).</b>		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] <b>If yes, please enclose the Additional Information (Labeled Attachment F).</b>	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] <b>If yes, please enclose the contract(s) or description of the contract(s) (Labeled Attachment G).</b>	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] <b>If yes, please enclose the Joint Review Board Report (Labeled Attachment H).</b>	X	
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] <b>If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (Labeled Attachment J).</b>	X	
An analysis prepared by a financial advisor or underwriter, <u>chosen by the municipality</u> , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; and <u>actual debt service</u> . [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] <b>If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (Labeled Attachment J).</b>	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) <b>If yes, please enclose audited financial statements of the special tax allocation fund (Labeled Attachment K).</b>	X	
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] <b>If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (Labeled Attachment L).</b>	X	
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] <b>If yes, please enclose the list only, not actual agreements (Labeled Attachment M).</b>	X	
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. <b>If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (Labeled Attachment N).</b>		X
Letter from the Mayor/Village President designating the municipality's TIF Administrator. <b>Must include the phone number and email address of the designated party (Labeled Attachment O.)</b>	X	

**SECTION 3.1 [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]**

**FY 2025**

**Name of Redevelopment Project Area:**

**Southeast Master Plan Redevelopment Project Area**

**Provide an analysis of the special tax allocation fund.**

Special Tax Allocation Fund Balance at Beginning of Reporting Period

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment			0%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest			0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

All Amount Deposited in Special Tax Allocation Fund

Cumulative Total Revenues/Cash Receipts

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)

Transfers to Municipal Sources

Distribution of Surplus

Total Expenditures/Disbursements

Net/Income/Cash Receipts Over/(Under) Cash Disbursements

Previous Year Adjustment (Explain Below)

FUND BALANCE, END OF REPORTING PERIOD\*

\* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

Previous Year Explanation:

**SECTION 3.2 A [65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c)]**

**FY 2025**

**Name of Redevelopment Project Area:**

**Southeast Master Plan Redevelopment Project Area**

**ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND  
PAGE 1**

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
Legal Services	\$ 15,384	
		\$ 15,384
2. Annual administrative cost.		
Contractual Services	\$ 9,132	
		\$ 9,132
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
		\$ -
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
6. Costs of the construction of public works or improvements.		
		\$ -







**SECTION 3.3 [65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d)]**

**FY 2025**

**Name of Redevelopment Project Area:**

**Southeast Master Plan Redevelopment Project Area**

**Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source**

FUND BALANCE BY SOURCE \$ (24,516)

1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
<b>Total Amount Designated for Obligations</b>	\$ -	\$ -

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
Gateway Business Center: Public Utilities, Roadway, Stormwater, Site Improvements		\$ 42,800,000
<b>Total Amount Designated for Project Costs</b>		\$ 42,800,000

**TOTAL AMOUNT DESIGNATED** \$ 42,800,000

**SURPLUS/(DEFICIT)** \$ (42,824,516)

**SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]**

**FY 2025**

**Name of Redevelopment Project Area:**

**Southeast Master Plan Redevelopment Project Area**

**Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.**

	Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.
--	--

Property (1):	12-12-400-035
Street address:	1751 Kautz Road
Approximate size or description of property:	1 acre
Purchase price:	0.00
Seller of property:	MWI Properties

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

**SECTION 5 [20 ILCS 620/4.7 (7)(F)]**

**FY 2025**

**Name of Redevelopment Project Area:**

**Southeast Master Plan Redevelopment Project Area**

**PAGE 1**

**Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.**

Select ONE of the following by indicating an **'X'**:

1. <b>NO</b> projects were undertaken by the Municipality Within the Redevelopment Project Area.	
2. The municipality <b>DID</b> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	X
2a. The total number of <b>ALL</b> activities undertaken in furtherance of the objectives of the redevelopment plan:	1
2b. The <b>NUMBER</b> of new projects undertaken in fiscal year 2022 or any fiscal year thereafter, within the Redevelopment Project Area.	1

**LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:**

	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
<b>TOTAL:</b>			
Private Investment Undertaken (See Instructions)	\$ 296,000,000	\$ 15,022,900	\$ 25,000,000
Public Investment Undertaken	\$ 42,800,000	\$ 4,000,000	\$ 38,800,000
Ratio of Private/Public Investment	6 11/12		29/45

**Project 1 Name: Gateway Business Center**

Private Investment Undertaken (See Instructions)	\$ 296,000,000	\$ 15,022,900	\$ 25,000,000
Public Investment Undertaken	\$ 42,800,000	\$ 4,000,000	\$ 38,800,000
Ratio of Private/Public Investment	6 11/12		29/45

**Project 2 Name:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

**Project 3 Name:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

**Project 4 Name:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

**Project 5 Name:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

**Project 6 Name:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0



**SECTION 7** [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

**FY 2025**

**Name of Redevelopment Project Area:**

*Southeast Master Plan Redevelopment Project Area*

Provide a general description of the redevelopment project area using only major boundaries.

<b>Optional Documents</b>	<b>Enclosed</b>
Legal description of redevelopment project area	
Map of District	



Kevin R. Burns  
Mayor



ph: 630-232-7494  
fx: 630-232-1494  
mayorburns@geneva.il.us

**City of Geneva**  
**Office of the Mayor**  
22 South First Street  
Geneva, IL 60134

October 20, 2025

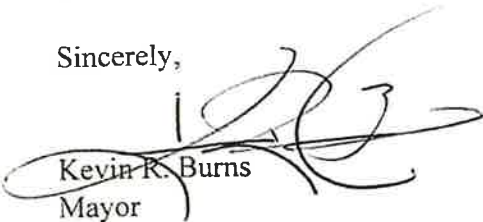
Office of the Illinois Comptroller  
Local Government Division  
Suite 15-500  
100 W. Randolph St.  
Chicago, IL 60601

To Whom It May Concern:

For the fiscal year ended April 30, 2025, the City of Geneva has complied with all requirements of the Tax Increment Allocation Redevelopment Act for Southeast Master Plan Redevelopment Project Area.

If there are any questions, please contact Economic Development Director Cathleen Tymoszenko at 630-232-7449.

Sincerely,

  
Kevin R. Burns  
Mayor



October 23, 2025

Office of the Illinois Comptroller  
Local Government Division  
Suite 15-500  
100 W. Randolph Street  
Chicago, IL 60601

**RE: Opinion Regarding Compliance with Public Act 84-1417  
(Tax Increment Allocation Redevelopment Act [the "Act"],  
65 ILCS 5/11-74.4-8a (2017))**

Ladies and Gentlemen:

Please be advised that I am the City Attorney for the City of Geneva, Kane County, Illinois, and I have examined the following Documents relative to the City's Southeast Master Plan Tax Increment Financing District under the Act:

1. Ordinance No. 2024-26, No. 2024-27 and No. 2024-28 approved by the corporate authorities of the City adopting the Redevelopment Plan, designating a portion the Southeast Master Plan area of the City as a Redevelopment Project Area, and adopting tax increment allocation financing for the redevelopment area.
2. A Certification by Kevin R. Burns, Mayor of the City, dated October 20, 2025.

I have reviewed the forgoing items, and it is my opinion that the City of Geneva, as of April 30, 2025, is in compliance with the Act.

Yours Very Truly,

*CHARLES RADOVICH*

Charles A. Radovich  
City Attorney – City of Geneva

**Activities Statement**

**City of Geneva**

**Southeast Master Plan Redevelopment Project Area**

**Reporting FY 2025**

The Southeast Master Plan Redevelopment Project Area TIF was established in 2024 to spur the development of a new industrial park and surrounding frontages. Entitlements and engineering for the development of a 200+ acre Class A business park with up to 2.5M SF of industrial space and a roadway extension (Kautz Road) were approved for construction. To support the development of the project area, the city is constructing a new electric substation.

**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 21 day of October 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 30<sup>th</sup> 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 and a debt service reserve fund 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<sup>nd</sup> Street, Suite 800

Oak Brook, IL 60523

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

with a copy to:

Matthew E. Norton  
Burke, Warren, MacKay & Serritella  
330 N. Wabash Ave.  
21<sup>st</sup> 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.

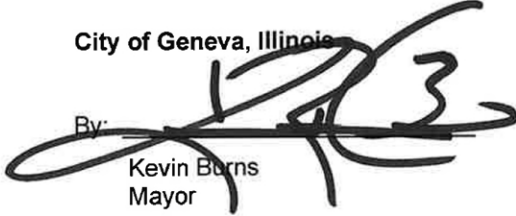
9.2 No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against any party.

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**

By:   
Kevin Burns  
Mayor

Attest:

By:   
Stephanie  
City Clerk Administrator

Date: October 21, 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

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

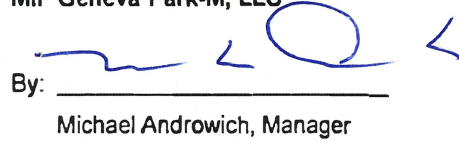
Date: \_\_\_\_\_, 2024

MIF Geneva Park-J, LLC

By:   
Justin Fierz, Manager

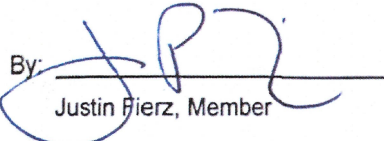
Date: October 25, 2024

MIF Geneva Park-M, LLC

By:   
Michael Androwich, Manager

Date: October 25, 2024

MIF Geneva Park Master Developer, LLC

By:   
Justin Fierz, Member

Date: October 25, 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 of Subject Property**

Lots 1, 2, 3, and 4, and Outlots A, B, C, D, F, and G of MIF Geneva Industrial Park, being a subdivision of 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, in Kane County, Illinois, pursuant to the final plat of subdivision recorded as Document No. 2024K023159, on July 3, 2024, in the office of the Kane County Recorder.

**Exhibit B**

**List of Initial Redevelopment Costs**

<b>Redevelopment Project Cost Category</b>	<b>Amount Incurred by Party</b>		<b>Grand Totals</b>
	<b>Park-J</b>	<b>Park-M</b>	<b>All Parties</b>
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
<b>Totals</b>	<b>\$2,753,064.00</b>	<b>\$2,074,675.00</b>	<b>4,827,739.00</b>

**Exhibit C**

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

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

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

## Exhibit D

### 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
<b>Total</b>	<b>\$51,525,000.00</b>

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**

REGISTERED  
No. 1

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF KANE  
CITY OF GENEVA  
JUNIOR LIEN TAX INCREMENT REVENUE NOTE, SERIES 20\_\_  
(MIF GENEVA PARK PROJECT)

Interest  
Rate: 5.00%

Final Maturity  
Date: \_\_\_\_\_

Dated  
Date: \_\_\_\_\_

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the City of Geneva, Kane County, Illinois, a municipality, non-home rule unit and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the Outstanding Principal Amount of this Note in accordance with that certain Ordinance adopted by the City Council of the City (the “*Corporate Authorities*”) on the \_\_\_ day of \_\_\_\_\_, 2024, as supplemented by a related Note Order (the “*Note Ordinance*”), and that Redevelopment Agreement, dated \_\_\_\_\_ (the “*Redevelopment Agreement*”), by, between and among the City and MIF Geneva Park-J (the “*Park-J Owner*”), LLC; MIF Geneva Park-M, LLC (the “*Park-M Owner*”) and MIF Geneva Park Master Developer, LLC (the “*Developer*”), and interest on such Outstanding Principal Amount at the Interest Rate set forth above (computed on the basis of a 360-day year of twelve 30-day months).

Principal, in accordance with the amortization schedule attached hereto as *Exhibit A* (the “*Amortization Schedule*”), and interest on this Note is payable from the Developer Incremental

Taxes (as defined in the Note Ordinance) on deposit in the Junior Lien Note and Interest Subaccount of the Developer Subaccount of the MIF Geneva Park Subaccount of the Special Tax Allocation Fund of the City created or continued pursuant to the Note Ordinance (the “*Junior Lien Account*”). Principal of the Note is payable on January 1 of each year in accordance with the Amortization Schedule. Interest on the Note is due semi-annually on each January 1 and July 1, commencing \_\_\_\_\_, 20\_\_ (each an “*Interest Payment Date*”).

Interest when due shall be paid from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of the Note is paid or duly provided for, from the Junior Lien Account. Payments shall first be applied to accrued and unpaid interest and then to principal.

The principal of this Note shall be payable by check or draft in lawful money of the United States of America upon presentation at the principal office maintained for the purpose by the Treasurer of the City, as note registrar and paying agent (the “*Note Registrar*”). Interest on this Note shall be paid to the Registered Owner hereof as shown on the registration books of the City maintained by the Note Registrar (the “*Register*”) at the close of business on the 15th day of the month next preceding the Interest Payment Date. Interest hereon shall be paid by check or draft of the Note Registrar, payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the Register or at such other address furnished to the Note Registrar in writing or as directed by such Registered Owner, all as provided in the Note Ordinance. The Registered Owner of this Note shall note on the payment attached hereto as *Exhibit B* (the “*Payment Record*”) the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment. In the event of any inconsistency between such Payment Record and the records of the City, the records of the City shall control, absent manifest error.

This Note is issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the “*TIF Act*”), and all laws amendatory thereof and supplemental thereto, and specifically as supplemented by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended and as supplemented, and the principal of and interest, and premium, if any, hereon are payable solely and only from the Developer Incremental Taxes on deposit in the Junior Lien Account, all in accordance with the provisions of the Note Ordinance and the Redevelopment Agreement. This Note is being issued for the purposes of paying or reimbursing the [Park-J Owner][Park-M Owner][Developer] for certain Eligible Redevelopment Costs as described in the Redevelopment Agreement and as authorized by the TIF Act it has incurred in acquiring or constructing the Project (as defined in the Redevelopment Agreement). The cost of such acquisition or construction shall be deemed to be a disbursement of the proceeds of this Note.

This Note, together with the interest thereon, is a limited obligation of the City, payable solely from the Developer Incremental Taxes on deposit in the Junior Lien Account as defined and described in the Note Ordinance and the Redevelopment Agreement. For the prompt payment of this Note, both principal and interest, as aforesaid, such Developer Incremental Revenue are hereby irrevocably pledged. THIS NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THIS NOTE SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE CITY FOR PAYMENT OF PRINCIPAL HEREOF OR INTEREST HEREON. FAILURE TO PAY WHEN DUE ANY INSTALLMENT OF INTEREST OR ANY AMOUNT OF OUTSTANDING PRINCIPAL AMOUNT DUE TO INSUFFICIENCY OF THE DEVELOPER INCREMENTAL TAXES ON DEPOSIT IN THE JUNIOR LIEN ACCOUNT, WHETHER AT STATED MATURITY, FINAL MATURITY OR OTHERWISE, SHALL IN NO EVENT BE DEEMED TO BE AN EVENT OF DEFAULT ON THIS NOTE UNLESS CAUSED BY A DEFAULT BY THE CITY UNDER THE REDEVELOPMENT AGREEMENT.

The Note Ordinance and the Redevelopment Agreement authorized the issuance of additional notes payable from Developer Incremental Taxes on hand in the Junior Lien Account (“*Additional Junior Lien Notes*”). [The City has previously issued and has outstanding its [Outstanding Junior Lien Note Titles to be described] payable from Developer Incremental Taxes on hand in the Junior Lien Account (the “*Outstanding Junior Lien Notes*”)]. This Note is payable on parity with respect to, and shares ratably and equally in, the Developer Incremental Taxes on hand in the Junior Lien Account with [the Outstanding Junior Lien Notes and] any Additional Junior Lien Notes. The Note Ordinance and the Redevelopment Agreement authorize the issuance of a Third Lien Note (as defined in the Note Ordinance) payable from the Developer Incremental Taxes on a subordinate basis to the payments on the Note as further described in the Note Ordinance. The Third Lien Note is payable solely from the Developer Incremental Taxes on hand in the Third Lien Note and Interest Subaccount of the Developer Subaccount of the MIF Geneva Park Subaccount of the Special Tax Allocation Fund of the City created or continued pursuant to the Note Ordinance. The holders of the Third Lien Note will not have any claim for payment from any moneys on hand in the Junior Lien Account.

This Note is subject to redemption prior to maturity, at the option of the City, in whole or in part, from any available funds, on any date at the redemption price of par plus accrued interest to the date fixed for redemption, and as further provided in the Note Ordinance. Notice of any such redemption shall be sent by registered or certified mail not less than twenty (20) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note may not be offered, sold, pledged, assigned or otherwise transferred except to a Qualified Institutional Buyer (as defined in the Note Ordinance), provided, however, that this Note

may be assigned by the Developer to a trustee for the purpose selling participating interests in the Note to Qualified Institutional Buyers. Any offer, sale, pledge, assignment or transfer to a party other than a Qualified Institutional Buyer is void, provided, however, that any assignment of the Note to a trustee of a trust selling certificates of participation in the Note for the benefit of Qualified Institutional Buyers is expressly authorized. This Note may only be transferred in whole.

Upon surrender hereof at the principal office maintained for the purpose by the Note Registrar, accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Note Registrar shall register this Note in the name of the new Registered Owner on the registration grid provided herein, and shall also enter the name and address of the new registered owner in the Register.

The person in whose name this Note is registered on the Register shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest hereon shall be made only to or upon the order of the Registered Owner hereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, that City hereby covenants and agrees that it has made provision for the segregation of the Developer Incremental Taxes and that it will properly account for said taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Note Ordinance and the Redevelopment Agreement.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF the City of Geneva, Kane County, Illinois, has caused this Note to be signed by the manual or duly authorized facsimile signatures of its Mayor and City Clerk and its corporate seal or a facsimile thereof to be hereunto affixed, all as of the date of delivery hereof.

---

Mayor, City of Geneva, Kane County,  
Illinois

Attest:

---

City Clerk, City of Geneva  
Kane County, Illinois

(SEAL)

Date of Authentication: \_\_\_\_\_

CERTIFICATE  
OF  
AUTHENTICATION

Note Registrar and Paying Agent:  
City Treasurer  
City of Geneva  
Kane County, Illinois

This Note is the Note described in the within-mentioned Note Ordinance and is the Junior Lien Tax Increment Revenue Note, Series 20\_\_ (MIF Geneva Park Project), of the City of Geneva, Kane County, Illinois.

CITY TREASURER, as Note Registrar

By \_\_\_\_\_  
City Treasurer, City of Geneva,  
Kane County, Illinois

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

---

---

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ as attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

**EXHIBIT A**  
**PAYMENT SCHEDULE**

PRINCIPAL PAYMENT DATE (JANUARY 1)	AMOUNT
--	--------

**EXHIBIT B**

**PAYMENT RECORD**

PAYMENT DATE	AMOUNT
--------------	--------

**EXHIBIT E-2**

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF KANE  
CITY OF GENEVA  
TAXABLE THIRD LIEN TAX INCREMENT REVENUE NOTE, SERIES 20\_\_  
(MIF GENEVA PARK PROJECT)

Interest	Final Maturity	Dated
Rate: 5.00%	Date: _____	Date: _____

Registered Owner:

Maximum Principal Amount:

Initial Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the City of Geneva, Kane County, Illinois, a municipality, non-home rule unit and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the Outstanding Principal Amount of this Note, which will be determined in accordance with that certain Ordinance adopted by the City Council of the City (the “Corporate Authorities”) on the \_\_\_ day of \_\_\_\_\_, 2024, as supplemented by a related Note Order (the “Note Ordinance”), and that Redevelopment Agreement, dated \_\_\_\_\_ (the “Redevelopment Agreement”), by, between and among the City and MIF Geneva Park-J, LLC; MIF Geneva Park-M, LLC and MIF Geneva Park Master Developer, LLC (the “Developer”), and interest on such Outstanding Principal Amount at the Interest Rate set forth above (computed on the basis of a 360-day year of twelve 30-day months), which interest shall not compound.

The Outstanding Principal Amount of this Note and any interest thereon which shall have accrued shall be payable on January 1 of each year (each a “*Payment Date*”) solely from the Developer Incremental Taxes (as defined in the Note Ordinance) on deposit in the Third Lien Note and Interest Subaccount of the Developer Subaccount of the MIF Geneva Park Subaccount of the Special Tax Allocation Fund of the City created or continued pursuant to the Note Ordinance (the “*Third Lien Account*”). This Note is payable on a “cash flow” basis such that all amounts on hand in the Third Lien Account on each Payment Date will be used, after payment of all accrued and unpaid interest on the Note, to pay the then Outstanding Principal Amount of this Note until the Note is paid in full or matures.

Interest when due shall be paid from the later of the Dated Date or the most recent Payment Date to which interest has been paid or duly provided for, until the principal amount of the Note is paid or duly provided for, from the Third Lien Account.

The Outstanding Principal Amount of this Note shall be (i) on the Dated Date of this Note, \$\_\_\_\_\_, and (ii) on any date after the Dated Date, the amount set forth in the column titled “ENDING PRINCIPAL OUTSTANDING” in the most recently added row to the table set forth on *Schedule I* hereto. The Outstanding Principal Amount of this Note shall be increased from time-to-time by the identification of Eligible Redevelopment Costs to this Note as determined by the Developer and the City in accordance with the Redevelopment Agreement and the Note Ordinance, *provided, however*, that the Outstanding Principal Amount of this Note shall not be increased until such amount has been notated on *Schedule I* hereto and such addition has been endorsed by an Authorized Official of the City. The Outstanding Principal Amount of this Note shall be decreased as the City makes payments of principal thereon, *provided, however*, that, at the time of such payment of principal hereunder, such repayment shall be notated on *Schedule I* hereto.

The Outstanding Principal Amount shall not exceed the Maximum Principal Amount and, on the date of the identification of any Eligible Redevelopment Costs to this Note, the amount of additional Principal Amount added to the Outstanding Principal Amount shall not exceed the Remaining Incentive Amount (as defined in the Redevelopment Agreement) immediately prior to the addition of such Principal Amount to this Note (as determined in accordance with the Redevelopment Agreement). In the event of any inconsistency between *Schedule I* and the records of the City, the records of the City shall control, absent manifest error.

The principal of this Note shall be payable by check or draft in lawful money of the United States of America upon presentation at the principal office maintained for the purpose by the Treasurer of the City, as note registrar and paying agent (the "*Note Registrar*"). Interest on this Note shall be paid to the Registered Owner hereof as shown on the registration books of the City maintained by the Note Registrar (the "*Register*") at the close of business on the 15th day of the month next preceding the Payment Date. Interest hereon shall be paid by check or draft of the Note Registrar, payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the Register or at such other address furnished to the Note Registrar in writing or as directed by such Registered Owner, all as provided in the Note Ordinance.

This Note is issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the "*TIF Act*"), and all laws amendatory thereof and supplemental thereto, and specifically as supplemented by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended and as supplemented, and the principal of and interest, and premium, if any, hereon are payable solely and only from the Developer Incremental Taxes on deposit in the Third Lien Account, all in accordance with the provisions of the Note Ordinance and the Redevelopment Agreement. This Note is being issued for the purposes of paying or reimbursing

the Developer for certain Eligible Redevelopment Costs as described in the Redevelopment Agreement and as authorized by the TIF Act it has incurred in acquiring or constructing the Project (as defined in the Redevelopment Agreement). The cost of such acquisition or construction shall be deemed to be a disbursement of the proceeds of this Note.

This Note, together with the interest thereon, is a limited obligation of the City, payable solely from the Developer Incremental Taxes on deposit in the Third Lien Account as defined and described in the Note Ordinance and the Redevelopment Agreement. For the prompt payment of this Note, both principal and interest, as aforesaid, such Developer Incremental Taxes are hereby irrevocably pledged. THIS NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THIS NOTE SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE CITY FOR PAYMENT OF PRINCIPAL HEREOF OR INTEREST HEREON. FAILURE TO PAY WHEN DUE ANY INSTALLMENT OF INTEREST OR ANY AMOUNT OF OUTSTANDING PRINCIPAL AMOUNT DUE TO INSUFFICIENCY OF THE DEVELOPER INCREMENTAL TAXES ON DEPOSIT IN THE THIRD LIEN ACCOUNT, WHETHER AT STATED MATURITY, FINAL MATURITY OR OTHERWISE, SHALL IN NO EVENT BE DEEMED TO BE AN EVENT OF DEFAULT ON THIS NOTE UNLESS CAUSED BY A DEFAULT BY THE CITY UNDER THE REDEVELOPMENT AGREEMENT.

The Note Ordinance and the Redevelopment Agreement authorize the issuance of the Tax-Exempt Junior Lien TIF Notes (as defined and described in the Note Ordinance and the Redevelopment Agreement) payable from the Developer Incremental Taxes with a lien senior to the lien of the Third Lien Note on the Developer Incremental Taxes. The Tax-Exempt Junior Lien TIF Notes are payable solely and only from the Developer Incremental Taxes on hand in the Junior Lien Note and Interest Subaccount of the Developer Subaccount of the MIF Geneva Park Subaccount of the Special Tax Allocation Fund of the City created or continued pursuant to the

Note Ordinance. The holders of the Tax-Exempt Junior Lien TIF Notes will not have any claim for payment from any moneys on hand in the Third Lien Account.

This Note is subject to redemption prior to maturity, at the option of the City, in whole or in part, from any available funds, on any date at the redemption price of par plus accrued interest to the date fixed for redemption, and as further provided in the Note Ordinance. Notice of any such redemption shall be sent by registered or certified mail not less than twenty (20) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note may not be offered, sold, pledged, assigned or otherwise transferred except to a Qualified Institutional Buyer (as defined in the Note Ordinance), provided, however, that this Note may be assigned by the Developer to a trustee for the purpose selling participating interests in the Note to Qualified Institutional Buyers. Any offer, sale, pledge, assignment or transfer to a party than a Qualified Institutional Buyer is void, provided, however, that any assignment of the Note to a trustee of a trust selling certificates of participation in the Note for the benefit of Qualified Institutional Buyers is expressly authorized. This Note may only be transferred in whole.

Upon surrender hereof at the principal office maintained for the purpose by the Note Registrar, accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Note Registrar shall register this Note in the name of the new Registered Owner in the Register.

The person in whose name this Note is registered on the Register shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest hereon shall be made only to or upon the order of the Registered Owner hereof or the owner's

legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, that City hereby covenants and agrees that it has made provision for the segregation of the Developer Incremental Taxes and that it will properly account for said taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Note Ordinance and the Redevelopment Agreement.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF the City of Geneva, Kane County, Illinois, has caused this Note to be signed by the manual or duly authorized facsimile signatures of its Mayor and City Clerk and its corporate seal or a facsimile thereof to be hereunto affixed, all as of the date of delivery hereof.

---

Mayor, City of Geneva, Kane County,  
Illinois

Attest:

---

City Clerk, City of Geneva  
Kane County, Illinois

(SEAL)

Date of Authentication: \_\_\_\_\_

CERTIFICATE  
OF  
AUTHENTICATION

Note Registrar and Paying Agent:  
City Treasurer  
City of Geneva  
Kane County, Illinois

a)  
his Note is the Note described in the within-mentioned Note Ordinance and is the Taxable Third Lien Tax Increment Revenue Note, Series 20\_\_ (MIF Geneva Park Project), of the City of Geneva, Kane County, Illinois.

T

CITY TREASURER, as Note Registrar

By \_\_\_\_\_  
City Treasurer, City of Geneva,  
Kane County, Illinois

ASSIGNMENT

b) FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ as attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

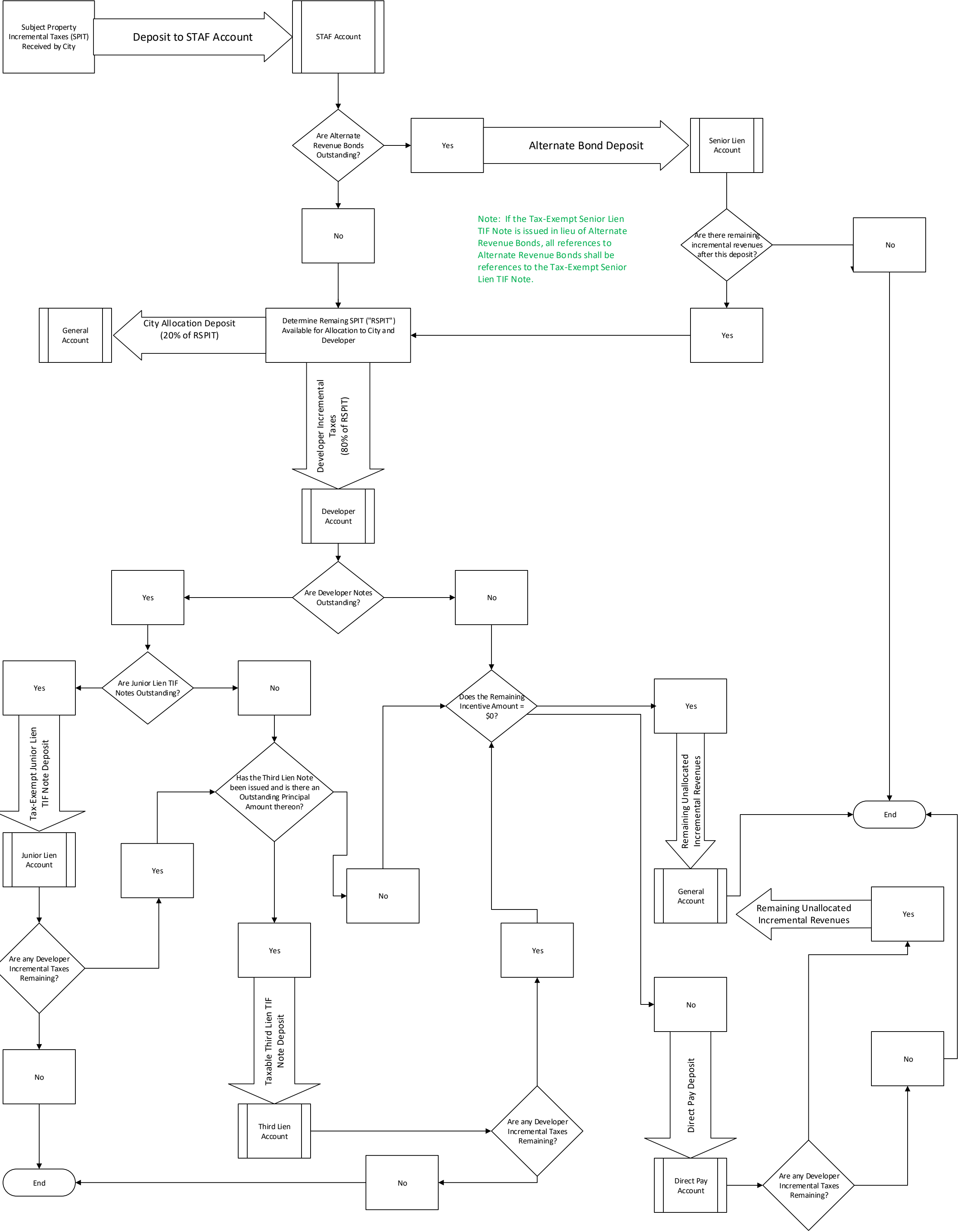
NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

**EXHIBIT A**

**SCHEDULE OF OUTSTANDING PRINCIPAL**

DATE	ACTION (ADDITION OR PAYMENT)	BEGINNING PRINCIPAL OUTSTANDING	AMOUNT OF ADDITION/(PAYMENT)	ENDING PRINCIPAL OUTSTANDING	AUTHORIZED CITY SIGNATURE
------	---------------------------------------	---------------------------------------	---------------------------------	------------------------------------	---------------------------------

**EXHIBIT F**





## MEMO

To: Cathleen Tymoszenko, City of Geneva  
 From: Caitlin Johnson, SB Friedman Development Advisors  
 312-384-2403, cjohnson@sbfriedman.com  
 Date: October 28, 2025 June 13, 2024

**RE: Financial Review of Southeast Master Plan Industrial Park Project – Projected Rate of Return**

SB Friedman Development Advisors, LLC (SB Friedman) was engaged by the City of Geneva (the "City") to assist in evaluating the new construction industrial park development (the "Project") in the Southeast subarea of Geneva, Illinois. MWI Property Group (the "Developer" or "MWI") requested City tax increment financing (TIF) assistance to support the proposed Project. The Site is located in the Southeast Master Plan Tax Increment Financing District (the "TIF District") which was established in 2024.

The \$296.7 million Project is proposed on a greenfield site located at the northeast corner of Fabyan Parkway and Kirk Road in the City. The Site comprises 211 acres of land to be developed as an approximately 2.6 million sf industrial park encompassing eight buildings.

The Developer has indicated that Project financial feasibility is challenged by extraordinary costs related to site preparation and infrastructure needs. Key extraordinary costs include the costs for roads, electricity distribution within the Site, and other utilities. To make the Project financially feasible and cover the extraordinary infrastructure and site preparation costs, the Developer is requesting the following City financial assistance (together, "Requested City Assistance"):

- \$1.7 million reduction of City fees ("City Fee Waiver")
- \$4 million bond ("City Bond")
- \$38.8 million (2024 present value, 5% interest rate) in TIF funds to be paid on a pay-as-you-go (PAYG) basis ("PAYG Notes")

Additionally, the Developer is intending to pursue reductions in other County fees.

## Projected Financial Returns

SB Friedman prepared independent projections of Project financial returns. Returns were evaluated with and without requested public assistance and were compared to market appropriate, risk adjusted rates of return to evaluate the Project's need for assistance. SB Friedman analyzed the Project's need for financial assistance from the City under the following two scenarios:

1. **No City Assistance.** This scenario assumed the Project will not receive any assistance from the City.

2. **With Full Requested City Assistance.** This scenario assumed the Project receives the full Requested City Assistance.

SB Friedman evaluated the Project's need for financial assistance based on unleveraged internal rate of return (IRR) due to the preliminary nature of the Developer's financing assumptions and the Developer's intent to hold the Project over the long term. Unleveraged IRR is the rate of return or discount rate for the Project, accounting for initial expenditures to construct the Project and ongoing cash inflows (annual net operating income before debt service), as well as a hypothetical sale of the Project in Year 10. This approach does not account for debt associated with the Project. Benchmark return ranges are based on industry sources, information obtained from active developers and equity providers, and SB Friedman's past experience. SB Friedman made several adjustments to the Developer's original pro forma to account for assumptions discussed above and analyzed returns. Adjustments to the pro forma included:

- Construction timing
- Income timing
- Incremental revenue projections to size the assistance
- City permit and other tap-on fees

SB Friedman estimates that the Project would generate an unleveraged IRR of 3.1% without assistance. The Project is projected to generate an unleveraged IRR of 7.1% with the Requested City Assistance. Industry benchmarks from RERC indicate an acceptable unleveraged IRR range of 6-9% for industrial warehouse projects.

Thus, the Project requires the full level of Requested City Assistance to achieve market-acceptable rates of return, and to therefore be financially feasible.