



**STATE OF ILLINOIS**  
**COMPTROLLER**  

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**SUSANA A. MENDOZA**

Name of Municipality:	<u>River Forest</u>	Reporting Fiscal Year:	<b>2019</b>
County:	<u>Cook</u>	Fiscal Year End:	<b>4/30/2019</b>
Unit Code:	<u>016/480/32</u>		

**FY 2019 TIF Administrator Contact Information**

First Name: <b>Eric</b>	Last Name: <b>Palm</b>
Address: <b>400 Park Avenue</b>	Title: <b>Village Administrator</b>
Telephone: <b>708/366-8500</b>	City: <b>River Forest</b> Zip: <b>60305</b>
E-mail- required <b>epalm@vrf.us</b>	

I attest to the best of my knowledge, that this FY 2019 report of the redevelopment project area(s)

in the City/Village of: RIVER FOREST  
is complete and accurate pursuant to Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] and/or Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.].

Eric Palm

10/28/19

Written signature of TIF Administrator

Date \_\_\_\_\_

**Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)\*)**

**FILL OUT ONE FOR EACH TIF DISTRICT**

[illegible]

\*All statutory citations refer to one of two sections of the Illinois Municipal Code: The Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]



**SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]**  
**FY 2019**

<b>Name of Redevelopment Project Area (below):</b> <p style="text-align: center; margin-top: 10px;"><b>Madison Street TIF</b></p>	
<b>Primary Use of Redevelopment Project Area*:</b> <p style="font-size: small; margin-top: 5px;">* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.</p>	
<p style="text-align: right; font-size: small;">Commercial, retail, residential, institutiona</p>	
<p style="text-align: center;"><b>If "Combination/Mixed" List Component Types: I</b></p>	
<b>Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):</b> <div style="display: flex; justify-content: space-between; align-items: center;"> <span>Tax Increment Allocation Redevelopment Act</span> <span><input checked="" type="checkbox"/></span> </div> <div style="display: flex; justify-content: space-between; align-items: center;"> <span>Industrial Jobs Recovery Law</span> <span><input type="checkbox"/></span> </div>	

**Please utilize the information below to properly label the Attachments.**

	No	Yes
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>	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 and (labeled Attachment J).</b>	X	
An analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage. [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, then Analysis MUST be attached and (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



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

FY 2019

**Madison Street TIF**

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ (137,059)

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	\$ 87,293	\$ 87,293	85%
State Sales Tax Increment	\$ -	\$ -	0%
Local Sales Tax Increment	\$ -	\$ -	0%
State Utility Tax Increment	\$ -	\$ -	0%
Local Utility Tax Increment	\$ -	\$ -	0%
Interest	\$ 1,559	\$ -	0%
Land/Building Sale Proceeds	\$ -	\$ -	0%
Bond Proceeds	\$ -	\$ -	0%
Transfers from Municipal Sources	\$ -	\$ -	0%
Private Sources	\$ -	\$ -	0%
Other (identify source _____ rental income; if multiple other sources, attach schedule)	\$ 15,625	\$ 15,625	15%

All Amount Deposited in Special Tax Allocation Fund \$ 104,477

Cumulative Total Revenues/Cash Receipts \$ 102,918 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 80,224

Transfers to Municipal Sources \$ -

Distribution of Surplus

Total Expenditures/Disbursements \$ 80,224

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ 24,253

Previous Year Adjustment (Explain Below) \$ -

FUND BALANCE, END OF REPORTING PERIOD\* \$ (112,806)

\* 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 5/11-74.5-22 (d) (5)(c))

FY 2019

TIF NAME:

Madison Street TIF

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND  
(by category of permissible redevelopment project costs )

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.		
Professional Costs	6,153	
		\$ 6,153
2. Annual administrative cost.		
		\$ -
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.		
Property improvements	36,551	
		\$ 36,551
6. Costs of the construction of public works or improvements.		
		\$ -



SECTION 3.2 A  
PAGE 2

PAGE 2

7	Costs of eliminating or removing contaminants and other impediments.		\$ -
8	Cost of job training and retraining projects.		\$ -
			\$ -
9	Financing costs.		
	Interest	37,520	
			\$ 37,520
10	Capital costs.		
			\$ -
11	Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
			\$ -
12	Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
			\$ -



SECTION 3.2 A  
PAGE 3

13. Relocation costs.		
		\$ -
14. Payments in lieu of taxes.		
		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		\$ -
17. Cost of day care services.		
		\$ -
18. Other		
		\$ -
<b>TOTAL ITEMIZED EXPENDITURES</b>		<b>\$ 80,224</b>



## Section 3.2 B

FY 2019

**TIF NAME:**

### Madison Street TIF

*Optional: Information in the following sections is not required by law, but would be helpful in creating fiscal transparency.*

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

[illegible]



## SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d)

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

FY 2019

TIF NAME:

Madison Street TIF

FUND BALANCE BY SOURCE

\$ (112,806)

	Amount of Original Issuance	Amount Designated
<b>1. Description of Debt Obligations</b>		

Total Amount Designated for Obligations	\$ -	\$ -
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**2. Description of Project Costs to be Paid**

General Fund Loans/Advances		\$ 1,490,000

Total Amount Designated for Project Costs	\$ 1,490,000
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TOTAL AMOUNT DESIGNATED	\$ 1,490,000
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SURPLUS/(DEFICIT)	\$ (1,602,806)
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**SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]**

FY 2019

**TIF NAME:**

**Madison Street TIF**

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

**X**

**Check here if no property was acquired by the Municipality within the  
Redevelopment Project Area.**

**Property Acquired by the Municipality Within the Redevelopment Project Area.**

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

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:	



## SECTION 5 - 20 ILCS 620/4.7 (7)(F)

PAGE 1

FY 2019

TIF Name:

Madison Street TIF

Page 1 is to 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.)	X
2a. The total number of <b>ALL</b> activities undertaken in furtherance of the objectives of the redevelopment plan:	2

LIST <b>ALL</b> projects undertaken by the Municipality Within the Redevelopment Project Area:			
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 61,351	\$ -	\$ 61,351
Public Investment Undertaken	\$ 30,676	\$ 15,338	\$ 61,351
Ratio of Private/Public Investment	2		1

\*PROJECT NAME TO BE LISTED AFTER PROJECT NUMBER

**Project 1\*: Madison Street Skincare**

Private Investment Undertaken (See Instructions)	\$ 36,250		\$ 36,250
Public Investment Undertaken	\$ 18,125	\$ 9,063	\$ 36,250
Ratio of Private/Public Investment	2		1

**Project 2\*: In and Out Fitness**

Private Investment Undertaken (See Instructions)	\$ 25,101		\$ 25,101
Public Investment Undertaken	\$ 12,551	\$ 6,275	\$ 25,101
Ratio of Private/Public Investment	2		1

**Project 3\*:**

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

**Project 4\*:**

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

**Project 5\*:**

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

**Project 6\*:**

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



Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois. \*even though optional MUST be included as part of the complete TIF report

#### SECTION 6

FY 2019

TIF NAME: **Madison Street TIF**

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area

Year redevelopment project area was designated	Base EAV	Reporting Fiscal Year EAV
2016	\$ 9,605,600	\$ 11,072,650

List all overlapping tax districts in the redevelopment project area.

If overlapping taxing district received a surplus, list the surplus.

☐ Check if the overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

#### SECTION 7

Provide information about job creation and retention:

Number of Jobs Retained	Number of Jobs Created	Description and Type (Temporary or Permanent) of Jobs	Total Salaries Paid
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

#### SECTION 8

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

Optional Documents	Enclosed
Legal description of redevelopment project area	
Map of District	

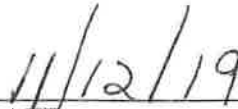


**Attachment B**

Re: Madison Street TIF District

I, Catherine Adduci, the duly elected Village President of the Village of River Forest, County of Cook, State of Illinois, do hereby certify that to the best of my knowledge, the Village of River Forest complied with the requirements pertaining to the Illinois Tax Increment Redevelopment Allocation Act during the fiscal year Beginning May 1, 2018 and ending April 30, 2019

  
\_\_\_\_\_  
Village President

  
\_\_\_\_\_  
DATE



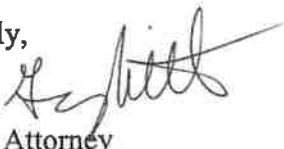
**Attachment C**

**RE: Attorney Review Village of River Forest Madison Street TIF District**

To Whom It May Concern:

This will confirm that I am the Village Attorney for the Village of River Forest, Illinois. I have reviewed all information provided to me by the Village staff and consultants, and I find that the Village has conformed to all applicable requirements of the Illinois Tax Increment Redevelopment Allocation Act set forth thereunder for the fiscal year Beginning May 1, 2018 and ending April 30, 2019, to the best of my knowledge and belief.

Sincerely,

A handwritten signature in dark ink, appearing to read "H. J. Little", is written over the printed name "Village Attorney".

Village Attorney



**Attachment D** Statement setting forth all activities undertaken in furtherance of the objectives of the Redevelopment Plan, including:

- A. Any project implemented during the reporting fiscal year; and
- B. A description of the redevelopment activities undertaken.

The Madison Street TIF District was recently designated and the Village is evaluating strategies and redevelopment activities.



## **Attachment E**

### **Description of Agreements Regarding Property Disposition or Redevelopment**



**REDEVELOPMENT AGREEMENT  
FOR THE 7756 MADISON STREET SKIN CARE COMPANY SPA SALON  
DEVELOPMENT COMPRISING A PART OF THE MADISON STREET TIF DISTRICT  
OF THE VILLAGE OF RIVER FOREST, ILLINOIS**

This REDEVELOPMENT AGREEMENT FOR THE 7756 MADISON STREET SKIN CARE COMPANY SPA SALON DEVELOPMENT COMPRISING A PART OF THE MADISON STREET TIF DISTRICT OF THE VILLAGE OF RIVER FOREST, ILLINOIS ("Agreement") is made and entered into as of the 10th day of October, 2018 ("Effective Date") by and between the Village of River Forest, Illinois, an Illinois municipal corporation ("Village") and Skin Care-SC, Inc. d/ b/a Skin Care Company Spa Salon, an Illinois corporation ("Tenant"). The Village and the Tenant are sometimes referred to herein individually as a "Party," and collectively as the "Parties."

**WITNESSETH:**

IN CONSIDERATION of the Preliminary Statements, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

**I. PRELIMINARY STATEMENTS**

Among the matters of mutual inducement which have resulted in this Agreement are the following:

- A. The Village is a non-home rule unit of government in accordance with Article VII, Section 6 of the Constitution of the State of Illinois, 1970.
- B. The Village has the authority, pursuant to the laws of the State of Illinois, including 65 ILCS 5/8-1-2.5, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.
- C. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended ("Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.
- D. Pursuant to Ordinance Numbers 3630, 3631 and 3632, adopted on November 28, 2016, the Village designated the tax increment



redevelopment project area ("Redevelopment Project Area"), approved a tax increment redevelopment plan and project ("TIF Plan"), and adopted tax increment financing relative to the Village's Madison Street Tax Increment Financing District ("TIF District"); said TIF District being legally described and depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2, respectively, attached hereto and made part hereof.

- E. There is certain real estate located within the Redevelopment Project Area, said property being legally described on EXHIBIT B, attached hereto and made a part hereof, known as 7756 Madison Street, Suites 7-9, River Forest, Illinois 60305 ("Property").
- F. The Tenant has secured a lease for the Property and intends to redevelop and rehabilitate the Property with a new interior build out, as depicted on the site plan attached hereto as EXHIBIT C, and made part hereof, and as described in further detail in EXHIBIT D, attached hereto and made part hereof ("Project").
- G. It is necessary for the successful completion of the Project that the Village enter into this Agreement with the Tenant to provide for the redevelopment and rehabilitation of the Property, thereby implementing the TIF Plan.
- H. The Tenant has been unable and unwilling to undertake the redevelopment of the Property with the Project, but for certain tax increment financing ("TIF") incentives, with regard to reimbursement of certain TIF eligible redevelopment project costs, to be provided by the Village in accordance with the Act and the powers of the Village, which the Village is willing to provide under the terms and conditions contained herein. The Tenant estimates that the Project will provide the following economic benefits to the TIF District and/or the Village:

- 1. **Employment:** Ten (10) full time equivalent employees.
- 2. **Property Tax:** 7756 Madison Street, River Forest, Illinois ("7756 Madison Street Property") has experienced a sixty four percent (64%) decrease in assessed valuation due to vacancies in the building therein. The Tenant will eliminate fifty percent (50%) of the vacancies in the 7756 Madison Street Property and is expected to increase the real estate taxes from the 7756 Madison Street Property by approximately Sixteen Thousand and No/100 Dollars (\$16,000.00) per year.
- 3. **Sales Tax:** Fifteen Hundred and No/100 Dollars (\$1,500.00) per year.



4. **Other:** Redevelopment and renovation of vacant commercial storefronts in the shopping center at 7756 Madison Street, River Forest, Illinois 60305.
- I. The Parties acknowledge and agree that but for the aforementioned TIF incentives, to be provided by the Village, Tenant cannot successfully and economically develop the Property with the Project in a manner or time satisfactory to the Village. The Village has determined that it is desirable and in the Village's best interest to assist the Tenant in the manner set forth herein, and as this Agreement may be supplemented and amended from time to time pursuant to the mutual agreement of the Parties and in the manner as herein provided.
- J. The incentives to be provided are summarized as follows, and shall be provided as set forth in this Agreement:
  1. **Type of Incentive:** Rehabilitation, renovation and relocation, see EXHIBIT E attached hereto and made a part hereof
  2. **Incentive Amount:** Thirty-Six Thousand Two Hundred Fifty and No/100 Dollars (\$36,250) ("Funding Cap")
  3. **Payment Method:** See Section IV.B. below, which is summarized as being a reimbursement from TIF District Incremental Property Taxes (as defined in Section II.E. below), with Sixteen Thousand Two Hundred Fifty and No/100 Dollars (\$16,250.00) being paid to the Tenant upon on the Village issuing a certificate of occupancy ("C.O.") for the Project, with Ten Thousand and No/100 Dollars (\$10,000.00) being paid to Tenant one (1) year after the C.O. has been issued, and with Ten Thousand and No/100 Dollars (\$10,000.00) being paid two (2) years after the C.O. has been issued, subject to the limitations set forth in this Agreement.
- K. The Village, in order to stimulate and induce redevelopment and rehabilitation of the Property with the Project, has agreed to provide certain incentives to the Tenant in accordance with the terms and provisions of the Act and this Agreement.
- L. This Agreement has been submitted to the Corporate Authorities of the Village (as defined below) for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same, and any and all actions taken by the Village in furtherance hereof, binding upon the Village according to the terms hereof, and any and all actions of the Corporate



Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

- M. This Agreement has been submitted to the shareholders of the Tenant for consideration and review, the Tenant's shareholders have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Tenant according to the terms hereof, and any and all action of the Tenant's members precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.
- N. The Village is desirous of having the Redevelopment Project Area rehabilitated, developed and redeveloped in accordance with the TIF Plan, and particularly the Project as a part thereof, in order to serve the needs of the Village, arrest physical decay and decline in the Redevelopment Project Area, increase employment opportunities, eliminate vacancies, stimulate commercial growth and stabilize the tax base of the Village and, in furtherance thereof, the Village is willing to offer Tenant the TIF incentives referenced above, under the terms and conditions hereinafter set forth, to assist such development.

## II. DEFINITIONS

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, and as follows:

- A. "Change in Law" means any of the following after the Effective Date: (1) the enactment, adoption, promulgation or modification of any federal, State or local law, ordinance, code, rule or regulation (other than by the Village, or, with respect to those made by the Village, only if they violate the terms of this Agreement); (2) the order or judgment of any federal or State court, administrative agency or other governmental body (other than the Village); or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency.
- B. "Corporate Authorities" means the President and Board of Trustees of the Village of River Forest, Illinois.
- C. "Day" means a calendar day.
- D. "Effective Date" means the day on which this Agreement is executed by the Village, with said date appearing on page 1 hereof.



- E. "Incremental Property Taxes" means that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon the Redevelopment Project Area, which taxes are actually collected and paid to the Village, and which are attributable to the increase in the equalized assessed valuation ("EAV") of the Property over and above the EAV of the Redevelopment Project Area at the time of the formation of the TIF District, all as determined by the County Clerk of the County of Cook, Illinois, pursuant to and in accordance with the TIF Act, those Ordinances referenced in Section I.D. above and this Agreement, and which have been received by the Village.
- F. "Incentive Fund" means the fund set up by the Village into which the Village will deposit Incremental Property Taxes.
- G. "Party" or "Parties" means the Village and/or the Tenant, individually/collectively, and their respective successors and/or assigns as permitted herein, as the context requires.
- H. "Person" means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.
- I. "State" means the State of Illinois.
- J. "TIF Eligible Redevelopment Costs" means the costs of the Project, to be reimbursed, in part, from Incremental Property Taxes pursuant to the TIF Act, and permitted to be reimbursed as a "redevelopment project cost" in Section 3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), by the Village, as provided for in EXHIBIT E and as otherwise provided for in this Agreement.

### III. CONSTRUCTION OF TERMS

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- A. Definitions include both singular and plural. Pronouns include both singular and plural and cover all genders. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation".
- B. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.



- C. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.
- D. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- E. The Village Administrator, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. The Tenant is entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the Village as having been properly and legally given by the Village.
- F. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Tenant in a different manner Tenant hereby designates Sandra Capizzi as its authorized representatives who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the Tenant and with the effect of binding the Tenant in that connection (such individual being designated as an "Authorized Tenant Representative"). The Tenant shall have the right to change its Authorized Tenant Representative by providing the Village with written notice of such change from both authorized representatives which notice shall be sent in accordance with Section XV.B. of this Agreement.

#### IV. INCENTIVE

##### A. Incentive Amount.

1. The Village shall reimburse Tenant for TIF Eligible Redevelopment Costs, in relation to the Project, in an amount not to exceed the Funding Cap.



2. The total amount paid by the Village to the Tenant from the Incentive Fund shall not exceed the Funding Cap.
3. The Tenant shall apply for and receive all necessary building permits for the Project. The Village shall waive the Village's building permit fees for the Project.

**B. Conditions and Procedure for Payment of Incentive.**

1. The Village's obligation to reimburse the Tenant in relation to the Project from the Incentive Fund is subject to the following conditions precedent, in addition to those set forth elsewhere in this Agreement (i) the Tenant shall have provided the Village with an executed copy of its lease for the Property; (ii) the Tenant is operating the Project on the Property; (iii) the Tenant is current with all Federal, State and local tax obligations; (iv) the Incentive Fund has adequate Incremental Property Taxes to pay the amounts requested for reimbursement by the Tenant; and (v) the Tenant is in compliance with all of the terms of this Agreement and the laws and regulations of the Village, the State of Illinois and the United States of America.
2. The Village shall reimburse the Tenant from Incremental Property Taxes deposited into the Incentive Fund, subject to the Funding Cap, for the Tenant's actual expenditures of TIF Eligible Redevelopment Costs set forth in EXHIBIT E, attached hereto and made a part hereof, relative to the Project ("Incentive"), incurred by the Tenant prior to or after the Effective Date. Said Incentive shall be paid to the Tenant as follows:
  - i. The Village shall pay Incremental Property Taxes from the Incentive Fund to the Tenant on each June 1st and December 1st after the Effective Date (each a "Payment Date"), during the Term (as defined in Section XV.O. below) of this Agreement, provided the Village is in receipt of the Tenant's sworn request for reimbursement of TIF Eligible Redevelopment Costs documented by the Tenant to have been incurred by the Tenant in relation to the Project (which documentation shall accompany each such request for reimbursement), subject to the following additional timing limitations:
    - a. Sixteen Thousand Two Hundred Fifty and No/100 Dollars (\$16,250.00) of the Incentive shall be eligible to be paid upon on the Village issuing a certificate of occupancy for the Project ("C.O.");



- b. An additional Ten Thousand and No/100 Dollars (\$10,000.00) of the Incentive shall be eligible to be paid one (1) year after the date the C.O. was issued; and
  - c. The remaining Ten Thousand and No/100 Dollars (\$10,000.00) shall be eligible to be paid two (2) years after the date the C.O. was issued.
- ii. The Tenant's sworn requests for payment of the Incentive shall be submitted using the form attached hereto as EXHIBIT F and made a part hereof. Unless the Village has good cause to believe that the Tenant's request for reimbursement seeks reimbursement for non-TIF Eligible Redevelopment Costs, the Village shall pay such request for reimbursement on the next Payment Date, provided there are sufficient Incremental Property Taxes within the Incentive Fund to do so. If the Village elects to withhold or deny such payment, the Village shall promptly (and in any event not later than the date payment would otherwise have been due) advise the Tenant in writing as to the specific basis for the Village's position.
- iii. If the Tenant requests reimbursement from Incremental Property Taxes from the Incentive Fund, and if the Village authorizes the distribution of such funds in an amount greater than the then-existing balance of Incremental Property Taxes in the Incentive Fund, the Village shall distribute any approved but undistributed Incentive to Tenant on the next Payment Date, or a Payment Date thereafter, provided that the Village has received and deposited additional Incremental Property Taxes into the Incentive Fund, in an amount sufficient to cover all or a part of said authorized but undistributed Incentive. No interest shall accrue on any amount of authorized but undistributed Incentive.
- iv. The Incentive paid to the Tenant shall only be paid from Incremental Property Taxes actually received by the Village, unless the Village determines otherwise in its sole discretion.
- v. The Incentive by the Village shall cease upon the first of the Tenant's receipt of the full amount of the Funding Cap or the cancellation or expiration of the Term (as defined in Section XV.O. below) of this Agreement. The date the Tenant receives the full amount of the Incentive up to the Funding



Cap shall be the "Incentive Funding Date."

3. The Incentive is not a general obligation of the Village, and the Village's full faith and credit are not pledged or encumbered to provide the Tenant with the Incentive. The TIF Eligible Redevelopment Costs for the Project is set forth in EXHIBIT E, and the Village shall not reimburse the Tenant for any costs of the Project not listed on said EXHIBIT E.

- C. Termination of Incentive. If the Project ceases operating before two (2) years has passed from the date the C.O. was issued, the Village shall not pay any of the remaining Incentive owed to the Tenant, and the Tenant shall forfeit the remaining Incentive.

#### V. UNDERTAKING ON THE PART OF THE VILLAGE

The Village agrees to provide the Incentive.

#### VI. TENANT'S OBLIGATIONS

The Tenant shall use Incremental Property Taxes solely for TIF Eligible Redevelopment Costs, and the Tenant shall have those obligations elsewhere in this Agreement, for the development, construction, financing, completion and furtherance of the Project:

#### VII. ADDITIONAL COVENANTS OF TENANT

- A. Continued Existence. The Tenant will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois corporation for so long as the Tenant maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement.
- B. Further Assistance and Corrective Instruments. The Village and the Tenant agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or effectuate or facilitating the performance of this Agreement to the extent legally permitted and within the Village's sound legal discretion.
- C. No Gifts. The Tenant covenants that no director, employee or agent of the Tenant, or any other Person connected with the Tenant, has made, offered or given, either directly or indirectly, to any member of the Corporate Authorities, or any officer, employee or agent of the Village, or any other Person connected with the Village, any money or anything of



value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.

- D. Disclosure. Concurrently with execution of this Agreement, the Tenant shall disclose to the Village the names, addresses and ownership interests of all Persons that have an ownership interest in the Tenant, together with such supporting documentation that may be reasonably requested by the Village. The Tenant further agrees to notify the Village throughout the term of this Agreement of the names, addresses and ownership interests of any changes of owners of the Tenant.
- E. Open Book. The Project shall be an "open book" project, meaning that the Tenant and the general contractor (or contractors, if more than one) will assure continuing access to the Village's agents for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the costs of the Project and to determine the condition of the Tenant's business operating on the Property; provided, however, that all such access shall be limited to normal business hours upon reasonable prior notice and shall not occur more frequently than once per calendar quarter. The foregoing Village review rights shall terminate when the Agreement is no longer in effect, unless the Tenant has failed to make available any such books and/or records requested in writing by the Village. Failure to provide the documents or allow review of the books within fifteen (15) days after request by the Village shall be an Event of Default.

#### **VIII. ADHERENCE TO VILLAGE CODES AND ORDINANCES**

Except as otherwise provided for in this Agreement, all development and construction of the Project shall comply in all respects with the provisions in the building, plumbing, mechanical, electrical, storm water management, fire prevention, property maintenance, zoning and subdivision codes of the Village and all other germane codes and ordinances of the Village in effect from time to time during the course of construction of the Project. The Tenant, by executing this Agreement, expressly warrants that it has examined and is familiar with all the covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter) and land use regulations, codes, ordinances, federal, State and local ordinances, and the like, currently in effect.

#### **IX. SPECIAL CONDITION**

To the extent feasible, the Tenant shall make reasonable efforts to notify Village residents of employment opportunities that are available relative to the Project,



and, to the extent permitted by law, make reasonable efforts to employ qualified residents of the Village in relation to the Project.

**X. REPRESENTATIONS AND WARRANTIES OF TENANT**

The Tenant represents, warrants and agrees as the basis for the undertakings on its part herein contained that as of the Effective Date and during the term of the Agreement:

- A. **Existence and Authority.** The Tenant is an Illinois corporation, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. The Tenant is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. There are no actions at law or similar proceedings which are pending or threatened against the Tenant which would result in any material and adverse change to the Tenant's financial condition, or which would materially and adversely affect the level of the Tenant's assets as of the date of this Agreement or that would materially and adversely affect the ability of the Tenant to proceed with the construction and development of the Project.
- B. **No Conflict.** Neither the execution and delivery of this Agreement by the Tenant, the consummation of the transactions contemplated hereby by the Tenant, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the Tenant conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the Tenant (with the Tenant's prior written approval), any organizational documents, any restriction, agreement or instrument to which the Tenant or any of its partners, directors, or venturers is now a party or by which the Tenant or any of its partners, directors or venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of the Tenant, any related party or any of its partners, directors or venturers under the terms of any instrument or agreement to which the Tenant, any related party or any of its partners, directors or venturers is now a party or by which the Tenant, any related party or any of its partners, directors or venturers is bound.
- C. **Adequate Resources.** The Tenant has sufficient financial and economic resources to complete the Tenant's obligations in this Agreement.
- D. **No Adverse Notices.** The Tenant represents and warrants that it has not received any notice from any local, State or federal official that the activities of the Tenant with respect to the Property and/or the Project may or will be in violation of any environmental law or regulation. The Tenant is



not aware of any State or federal claim filed or planned to be filed by any Party relating to any violation of any local, State or federal environmental law, regulation or review procedure, and the Tenant is not aware of any violation of any local, State or federal law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute.

- E. Experience. The Tenant represents and warrants to the Village that Tenant, and its respective principals, are experienced in the development and operation of business concerns similar or comparable to the Project, and are able to provide the Project with the necessary skill, knowledge and expertise as well as input from other experts and consultants in the operation of such a Project.
- F. Payment of Real Estate Taxes. The Tenant agrees to pay or cause to be paid all general and special real estate taxes levied during its respective period of tenancy against its respective interest in the Project and the Property on or prior to the date same is due and said taxes shall not become delinquent. The Tenant shall deliver evidence of payment of such taxes to the Village upon request.
- G. No Tax-Exempt Status. Consistent with its covenant in Section X.F. above, the Tenant shall not assert a tax-exempt status for the Property during its respective period of tenancy.
- H. No Broker. The Tenant represents and warrants to the Village that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it, or its subsidiaries or agents or employees, or, through such the Tenant's actions (or claiming through such party), which is entitled to compensation as a consequence of this transaction.

## **XI. REPRESENTATIONS AND WARRANTIES OF THE VILLAGE**

The Village represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

- A. Existence. The Village is an Illinois municipal corporation duly organized and validly existing under the laws of the State of Illinois, and has all requisite corporate power and authority to enter into this Agreement.
- B. Authority. The execution, delivery and performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement:
  - 1. have been duly authorized by all necessary corporate action on the part of the Village;



2. require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement; and
  3. shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.
- C. Litigation. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the TIF District in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.
- D. Adequate Resources. The Village has sufficient financial and economic resources to implement and complete the Village's obligations contained in this Agreement.
- E. No Broker. The Village represents and warrants to the Tenant that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it, or its subsidiaries or agents or employees, or, through such the Village's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction.

## **XII. INDEMNIFICATION, HOLD HARMLESS AND RELEASE PROVISIONS**

This Section XII. shall survive the termination of this Agreement.

- A. Release. The Tenant releases from and covenants and agrees that the Village, its governing body members, officers, agents, including independent contractors, consultants, attorneys, servants and employees thereof (for purposes of this Section XII., collectively the "Village Indemnified Parties") shall not be liable for, and agrees to indemnify and hold harmless the Village Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or the Property or arising pursuant to the Tenant's obligations or warranties under this Agreement or actions in furtherance thereof to the extent not attributable to the gross negligence or willful misconduct of the Village Indemnified Parties; provided, that this waiver shall not apply to the warranties made or obligations undertaken by the Village in this Agreement.
- B. Indemnification. Except for gross negligence or willful misconduct of the Village Indemnified Parties, Tenant agrees to indemnify the Village Indemnified Parties, now and forever, and further agrees to hold the



aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Tenant (or if other Persons acting on their behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project.

- C **Environmental Disclaimer.** Except as otherwise set forth herein, the Village makes no warranties or representations regarding, nor does it indemnify the Tenant with respect to, the existence or nonexistence on or in the vicinity of the Property, or anywhere within the TIF District of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Property, or within the TIF District, as well as any activity claimed to have been undertaken on or in the vicinity of the Property, that would cause or contribute to causing (1) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 *et seq.*, or any similar State law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property, within the meaning of, or otherwise bring the Property within the ambit of, CERCLA, or any similar State law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.*, or any similar State law or local ordinance. Further, the Village makes no warranties or representations regarding, nor does the Village indemnify the Tenant with respect to, the existence or nonexistence on or in the vicinity of the Project, or anywhere within the Property or the TIF District, of any substances or conditions in or on the Property, that may support a claim or cause of action under RCRA, CERCLA, or any other federal, State or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The Village makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Property, or whether any above or underground tanks have



been located under, in or about the Property have subsequently been removed or filled.

- D. Waiver. The Tenant waives any claims against the Village Indemnified Parties, and their members and boards, for indemnification, contribution, reimbursement or other payments arising under federal, State and common law relating to the environmental condition of the the Property.
- E. No Personal Liability. No liability, right or claim at law or inequity shall attach to or shall be incurred by the Village's President, Trustees, officers, officials, attorneys, agents and/or employees, and any such rights or claims of the Tenant against the Village's President, Trustees, officers, officials, attorneys, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of the Agreement by the Village.

### **XIII. EVENTS OF DEFAULT AND REMEDIES**

- A. Tenant Events of Default. The following shall be Events of Default with respect to this Agreement:
  - 1. Default by Tenant for a period of thirty (30) days after written notice thereof in the performance or breach of any representation, warranty or covenant contained in this Agreement concerning the existence, structure or financial condition of Tenant; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Tenant, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within thirty (30) days after such notice.
  - 2. The commencement by Tenant of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or an entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Tenant 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 Tenant 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 unstayed and in effect for a period of forty five (45) consecutive days.
  - 3. Tenant abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for



more than thirty (30) consecutive days for any reason other than Uncontrollable Circumstances and such work is not resumed within thirty (30) days of written demand by the Village.

4. Tenant fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the Project contemplated by this Agreement and such failure continues for more than thirty (30) days after written notice thereof from the Village; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Tenant, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice.

B. **Village Events of Default.** The following shall be Events of Default with respect to this Agreement:

1. Default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the Village, commences cure within thirty (30) days after written notice from Tenant and in any event cures such default within forty five (45) days after such notice.
2. A material representation or warranty of the Village is not true for a period of thirty (30) days after written notice from Tenant; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and the Village, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within forty five (45) days after such notice.

C. **Remedies for Default.** In the case of an Event of Default hereunder:

1. The defaulting Party shall, upon written notice from the non-defaulting Party, take prompt action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured, or if in the case of a non-monetary Event of Default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within the cure periods specified therefor, unless extended by mutual agreement, the non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not



limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. In case a Party shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Parties shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Tenant and the Village shall continue as though no such proceedings had been taken. In no event shall either Party be liable to the other for any consequential or punitive damages suffered as a result of a default under this Agreement.

- D. Agreement to Pay Attorneys' Fees and Expenses. In the event an Event of Default is not cured within the applicable cure periods and the Parties employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, the non-prevailing Party shall pay, on demand, the prevailing Party's reasonable fees of such attorneys and such other reasonable expenses in connection with such enforcement action. This Section XII.D. shall survive the termination of this Agreement.
- E. No Waiver by Delay or Otherwise. Any delay by any Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that any Party should not be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving Party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.
- F. Rights and Remedies Cumulative. The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.
- G. Legal and Other Fees and Expenses. Other than for demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings covered by Section XII. above, in the event that any third



party or parties institute any legal proceedings against the Tenant and/or the Village, which relate to the terms of this Agreement, then, in that event, the Parties shall cooperate in the defense of any such lawsuit, with each Party assuming, fully and vigorously, its own defense of such lawsuit, and all costs and expenses of its own defense, of whatever nature (including attorney's fees). This Section XIII.G. shall survive the termination of this Agreement.

#### **XIV. EQUAL EMPLOYMENT OPPORTUNITY**

- A. **No Discrimination.** Tenant shall comply with all federal, state and local laws relating to equal employment opportunity. To the extent permitted by law, Tenant shall use reasonable efforts to employ qualified residents of the Village as to any direct hires by the Tenant, if applicable.
- B. **Advertisements.** Tenant shall, in all solicitations or advertisements for employees placed by or on behalf of Tenant, if applicable, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Contractors.** Any contracts made by Tenant with any general contractor, agent, employee, independent contractor or any other Person in connection with the Project shall contain language similar to that recited in Sections XIV.A. and B. above. The Tenant shall make reasonable efforts to incorporate language similar to that recited in Sections XIV.A. and B. in any leases made by Tenant in connection with the Project.

#### **XV. MISCELLANEOUS PROVISIONS**

- A. **Cancellation.** Notwithstanding any terms in this Agreement to the contrary, in the event Tenant or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the TIF Plan, including Tenant's duty to operate the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the Village in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Project or the covenants and agreements or rights and privileges of Tenant or the Village, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other Parties within one hundred twenty (120) days after such final decision or amendment. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to Tenant for buildings,



or the remodeling of any building, permitted and under construction, to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

- B. Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) electronic mail, telex, but only if followed up, within one (1) business day, by another method of notice, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village: Catherin Adduci, President  
Village of River Forest  
400 Park Avenue  
River Forest, Illinois 60305  
Email: cadduci@vrf.us

With a copy to: Eric Palm, Village Administrator  
Village of River Forest  
400 Park Avenue  
River Forest, Illinois 60305  
Email: epalm@vrf.us

and: Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
Attention: Gregory T. Smith  
Email: gtsmith@ktjlaw.com

If to Tenant: SANDRA CAPIZZI  
7756 MADISON #8  
RIVER FOREST, IL 60305  
Attn: SANDRA CAPIZZI  
Email: SKINLACECOMPANY@YAHOO.COM.

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (1) or (2) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (3) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (4)



shall be deemed received forty-eight (48) hours following deposit in the mail.

- C. Time is of the Essence. Time is of the essence of this Agreement. Notwithstanding the foregoing, if the date for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday, Sunday or legal holiday, then the date of such performance shall be extended to the next business day.
- D. Integration. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.
- E. Counterparts. This Agreement may be executed in any number of counterparts, but in no event less than two (2) counterparts, each of which shall be an original and each of which shall constitute but one and the same Agreement.
- F. Severability. If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- G. Choice of Law / Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and any court proceedings between the Parties hereto shall be brought in Cook County, Illinois.
- H. Entire Contract and Amendments. This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and the Tenant relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and the Tenant, and may not be modified or amended except by a written instrument executed by the Parties hereto.
- I. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other Person other than the Village and the Tenant, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to the Village and the Tenant, nor shall any provision give any third parties any rights of subrogation or action over or against the Village or the Tenant. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.



- J. Waiver. Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.
- K. Cooperation and Further Assurances. The Village and the Tenant each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or the Tenant, or other appropriate Persons, all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.
- L. No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third party to create the relationship of a partnership, agency or joint venture between or among such Parties.
- M. No Personal Liability of Officials of the Village or the Tenant. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, Village Manager, any elected official, officer, partner, member, shareholder, manager, director, agent, employee or attorney of the Village or the Tenant, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the Village or the Tenant shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.
- N. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Village's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.
- O. Term. This Agreement shall remain in full force and effect until the termination of the Redevelopment Project Area.
- P. Estoppel Certificates. Each of the Parties hereto agrees to provide the other, upon not less than fifteen (15) days prior request, a certificate



("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which case such Party shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, and if, after an additional seven (7) days' notice there still is no compliance, then said non-complying Party shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.

- Q. Assignment. This Agreement, and the rights and obligations hereunder, may not be assigned by Tenant, unless the Village consents in writing to such assignment, which consent the Village may withhold in its sole and absolute discretion.
- R. Municipal Limitations. All Village commitments hereunder are limited to the extent required by law.

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

VILLAGE OF RIVER FOREST,  
an Illinois municipal corporation

By: \_\_\_\_\_

Catherine Adduci, Village President

ATTEST:

By: \_\_\_\_\_

Kathleen Brand-White, Village Clerk

SKIN CARE -SC INC.,  
an Illinois corporation

By: \_\_\_\_\_

Sandra Capizzi, President

ATTEST:

By: \_\_\_\_\_

Jonathan Page, Village



### ACKNOWLEDGMENT

State of Illinois     )  
                              ) SS  
County of Cook     )

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

2018/4 GIVEN under my hand and official seal, this 20<sup>th</sup> day of March.

  
\_\_\_\_\_  
Notary Public





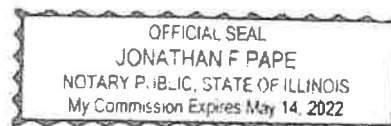
ACKNOWLEDGMENT

State of Illinois     )  
                                  ) SS  
County of Cook     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that SANDRA CAPIZZI and \_\_\_\_\_, personally known to me to be the OWNER and \_\_\_\_\_, respectively, of SKIN CARE CO., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such SANDRA CAPIZZI and \_\_\_\_\_, they signed and delivered the said instrument and caused the corporate seal of said COMPANY to be affixed thereto, pursuant to authority given by the COMPANY, as their free and voluntary act, and as the free and voluntary acts and deeds of said COMPANY, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 20<sup>th</sup> day of March, 2018.

Jonathan F. Pape  
Notary Public





**REDEVELOPMENT AGREEMENT  
FOR THE 7756 MADISON STREET IN AND OUT FITNESS, INC. DEVELOPMENT  
COMPRISING A PART OF THE MADISON STREET TIF DISTRICT  
OF THE VILLAGE OF RIVER FOREST, ILLINOIS**

This **REDEVELOPMENT AGREEMENT FOR THE 7756 MADISON STREET IN AND OUT FITNESS, INC. DEVELOPMENT COMPRISING A PART OF THE MADISON STREET TIF DISTRICT OF THE VILLAGE OF RIVER FOREST, ILLINOIS** ("Agreement") is made and entered into as of the 14th day of January, 2019 ("Effective Date") by and between the Village of River Forest, Illinois, an Illinois municipal corporation ("Village") and In and Out Fitness Inc., an Illinois corporation ("Tenant"). The Village and the Tenant are sometimes referred to herein individually as a "Party," and collectively as the "Parties."

**WITNESSETH:**

IN CONSIDERATION of the Preliminary Statements, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

**I. PRELIMINARY STATEMENTS**

Among the matters of mutual inducement which have resulted in this Agreement are the following:

- A. The Village is a non-home rule unit of government in accordance with Article VII, Section 6 of the Constitution of the State of Illinois, 1970.
- B. The Village has the authority, pursuant to the laws of the State of Illinois, including 65 ILCS 5/8-1-2.5, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.
- C. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended ("Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.
- D. Pursuant to Ordinance Numbers 3630, 3631 and 3632, adopted on November 28, 2016, the Village designated the tax increment redevelopment project area ("Redevelopment Project Area"), approved a



tax increment redevelopment plan and project ("TIF Plan"), and adopted tax increment financing relative to the Village's Madison Street Tax Increment Financing District ("TIF District"); said TIF District being legally described and depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2, respectively, attached hereto and made part hereof.

- E. There is certain real estate located within the Redevelopment Project Area, said property being legally described on EXHIBIT B, attached hereto and made a part hereof, known as 7756 Madison Street, Suites 2-3, River Forest, Illinois 60305 ("Property").
- F. The Tenant has secured a lease for the Property and intends to redevelop and rehabilitate the Property with a new interior build out, as depicted on the site plan attached hereto as EXHIBIT C, and made part hereof, and as described in further detail in EXHIBIT D, attached hereto and made part hereof ("Project").
- G. It is necessary for the successful completion of the Project that the Village enter into this Agreement with the Tenant to provide for the redevelopment and rehabilitation of the Property, thereby implementing the TIF Plan.
- H. The Tenant has been unable and unwilling to undertake the redevelopment of the Property with the Project, but for certain tax increment financing ("TIF") incentives, with regard to reimbursement of certain TIF eligible redevelopment project costs, to be provided by the Village in accordance with the Act and the powers of the Village, which the Village is willing to provide under the terms and conditions contained herein. The Tenant estimates that the Project will provide the following economic benefits to the TIF District and/or the Village:
  - 1. **Employment:** One (1) full time equivalent employees.
  - 2. **Property Tax:** 7756 Madison Street, River Forest, Illinois ("7756 Madison Street Property") has experienced a sixty-four percent (64%) decrease in assessed valuation due to vacancies in the building therein. The Tenant will eliminate the remaining vacancies (22% of the overall property) in the 7756 Madison Street Property and is expected to increase the real estate taxes from the 7756 Madison Street Property by approximately Eight Thousand and No/100 Dollars (\$8,000.00) per year.
  - 3. **Sales Tax:** This business is a service oriented business and does not generate sales tax.



4. **Other:** Redevelopment and renovation of vacant commercial storefronts in the shopping center at 7756 Madison Street, River Forest, Illinois 60305.
- I. The Parties acknowledge and agree that but for the aforementioned TIF incentives, to be provided by the Village, Tenant cannot successfully and economically develop the Property with the Project in a manner or time satisfactory to the Village. The Village has determined that it is desirable and in the Village's best interest to assist the Tenant in the manner set forth herein, and as this Agreement may be supplemented and amended from time to time pursuant to the mutual agreement of the Parties and in the manner as herein provided.
  - J. The incentives to be provided are summarized as follows, and shall be provided as set forth in this Agreement:
    1. **Type of Incentive:** Rehabilitation, renovation and relocation, see EXHIBIT E attached hereto and made a part hereof
    2. **Incentive Amount:** Twenty-five thousand, one hundred and one and No/100 Dollars (\$25,101.00) ("Funding Cap")
    3. **Payment Method:** See Section IV.B. below, which is summarized as being a reimbursement from TIF District Incremental Property Taxes (as defined in Section II.E. below), with twelve thousand five hundred fifty and 50/100 Dollars (\$12,550.50) being paid to the Tenant upon on the Village issuing a certificate of occupancy ("C.O.") for the Project, with six thousand two hundred seventy-five and 25/100 Dollars (\$6,275.25) being paid to Tenant one (1) year after the C.O. has been issued, and with six thousand two hundred seventy-five and 25/100 Dollars (\$6,275.25) being paid two (2) years after the C.O. has been issued, subject to the limitations set forth in this Agreement.
  - K. The Village, in order to stimulate and induce redevelopment and rehabilitation of the Property with the Project, has agreed to provide certain incentives to the Tenant in accordance with the terms and provisions of the Act and this Agreement.
  - L. This Agreement has been submitted to the Corporate Authorities of the Village (as defined below) for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same, and any and all actions taken by the Village in furtherance hereof, binding upon the Village according to the terms hereof, and any and all actions of the Corporate



Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

- M. This Agreement has been submitted to the shareholders of the Tenant for consideration and review, the Tenant's shareholders have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Tenant according to the terms hereof, and any and all action of the Tenant's members precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.
- N. The Village is desirous of having the Redevelopment Project Area rehabilitated, developed and redeveloped in accordance with the TIF Plan, and particularly the Project as a part thereof, in order to serve the needs of the Village, arrest physical decay and decline in the Redevelopment Project Area, increase employment opportunities, eliminate vacancies, stimulate commercial growth and stabilize the tax base of the Village and, in furtherance thereof, the Village is willing to offer Tenant the TIF incentives referenced above, under the terms and conditions hereinafter set forth, to assist such development.

## II. DEFINITIONS

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, and as follows:

- A. **"Change in Law"** means any of the following after the Effective Date: (1) the enactment, adoption, promulgation or modification of any federal, State or local law, ordinance, code, rule or regulation (other than by the Village, or, with respect to those made by the Village, only if they violate the terms of this Agreement); (2) the order or judgment of any federal or State court, administrative agency or other governmental body (other than the Village); or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency.
- B. **"Corporate Authorities"** means the President and Board of Trustees of the Village of River Forest, Illinois.
- C. **"Day"** means a calendar day.
- D. **"Effective Date"** means the day on which this Agreement is executed by the Village, with said date appearing on page 1 hereof.



- E. **"Incremental Property Taxes"** means that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon the Redevelopment Project Area, which taxes are actually collected and paid to the Village, and which are attributable to the increase in the equalized assessed valuation ("EAV") of the Property over and above the EAV of the Redevelopment Project Area at the time of the formation of the TIF District, all as determined by the County Clerk of the County of Cook, Illinois, pursuant to and in accordance with the TIF Act, those Ordinances referenced in Section I.D. above and this Agreement, and which have been received by the Village.
- F. **"Incentive Fund"** means the fund set up by the Village into which the Village will deposit Incremental Property Taxes.
- G. **"Party" or "Parties"** means the Village and/or the Tenant, individually/collectively, and their respective successors and/or assigns as permitted herein, as the context requires.
- H. **"Person"** means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.
- I. **"State"** means the State of Illinois.
- J. **"TIF Eligible Redevelopment Costs"** means the costs of the Project, to be reimbursed, in part, from Incremental Property Taxes pursuant to the TIF Act, and permitted to be reimbursed as a "redevelopment project cost" in Section 3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), by the Village, as provided for in EXHIBIT E and as otherwise provided for in this Agreement.

### III. CONSTRUCTION OF TERMS

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- A. Definitions include both singular and plural. Pronouns include both singular and plural and cover all genders. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation".
- B. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.



- C. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.
- D. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- E. The Village Administrator, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. The Tenant is entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the Village as having been properly and legally given by the Village.
- F. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Tenant in a different manner Tenant hereby designates Sandra Capizzi as its authorized representatives who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the Tenant and with the effect of binding the Tenant in that connection (such individual being designated as an "Authorized Tenant Representative"). The Tenant shall have the right to change its Authorized Tenant Representative by providing the Village with written notice of such change from both authorized representatives which notice shall be sent in accordance with Section XV.B. of this Agreement.

#### IV. INCENTIVE

##### A. Incentive Amount.

1. The Village shall reimburse Tenant for TIF Eligible Redevelopment Costs, in relation to the Project, in an amount not to exceed the Funding Cap.



2. The total amount paid by the Village to the Tenant from the Incentive Fund shall not exceed the Funding Cap.
3. The Tenant shall apply for and receive all necessary building permits for the Project. The Village shall waive the Village's building permit fees for the Project.

**B. Conditions and Procedure for Payment of Incentive.**

1. The Village's obligation to reimburse the Tenant in relation to the Project from the Incentive Fund is subject to the following conditions precedent, in addition to those set forth elsewhere in this Agreement (i) the Tenant shall have provided the Village with an executed copy of its lease for the Property; (ii) the Tenant is operating the Project on the Property; (iii) the Tenant is current with all Federal, State and local tax obligations; (iv) the Incentive Fund has adequate Incremental Property Taxes to pay the amounts requested for reimbursement by the Tenant; and (v) the Tenant is in compliance with all of the terms of this Agreement and the laws and regulations of the Village, the State of Illinois and the United States of America.
2. The Village shall reimburse the Tenant from Incremental Property Taxes deposited into the Incentive Fund, subject to the Funding Cap, for the Tenant's actual expenditures of TIF Eligible Redevelopment Costs set forth in EXHIBIT E, attached hereto and made a part hereof, relative to the Project ("Incentive"), incurred by the Tenant prior to or after the Effective Date. Said Incentive shall be paid to the Tenant as follows:
  - i. The Village shall pay Incremental Property Taxes from the Incentive Fund to the Tenant on each June 1st and December 1st after the Effective Date (each a "Payment Date"), during the Term (as defined in Section XV.O. below) of this Agreement, provided the Village is in receipt of the Tenant's sworn request for reimbursement of TIF Eligible Redevelopment Costs documented by the Tenant to have been incurred by the Tenant in relation to the Project (which documentation shall accompany each such request for reimbursement), subject to the following additional timing limitations:
    - a. Twelve thousand five hundred fifty and 50/100 Dollars (\$12,550.50) of the Incentive shall be eligible to be paid upon on the Village issuing a certificate of occupancy for the Project ("C.O.");



- b. An additional six thousand two hundred seventy-five and 25/100 Dollars (\$6,275.25) of the Incentive shall be eligible to be paid one (1) year after the date the C.O. was issued; and
  - c. The remaining six thousand two hundred seventy-five and 25/100 Dollars (\$6,275.25) shall be eligible to be paid two (2) years after the date the C.O. was issued.
- ii. The Tenant's sworn requests for payment of the Incentive shall be submitted using the form attached hereto as EXHIBIT F and made a part hereof. Unless the Village has good cause to believe that the Tenant's request for reimbursement seeks reimbursement for non-TIF Eligible Redevelopment Costs, the Village shall pay such request for reimbursement on the next Payment Date, provided there are sufficient Incremental Property Taxes within the Incentive Fund to do so. If the Village elects to withhold or deny such payment, the Village shall promptly (and in any event not later than the date payment would otherwise have been due) advise the Tenant in writing as to the specific basis for the Village's position.
- iii. If the Tenant requests reimbursement from Incremental Property Taxes from the Incentive Fund, and if the Village authorizes the distribution of such funds in an amount greater than the then-existing balance of Incremental Property Taxes in the Incentive Fund, the Village shall distribute any approved but undistributed Incentive to Tenant on the next Payment Date, or a Payment Date thereafter, provided that the Village has received and deposited additional Incremental Property Taxes into the Incentive Fund, in an amount sufficient to cover all or a part of said authorized but undistributed Incentive. No interest shall accrue on any amount of authorized but undistributed Incentive.
- iv. The Incentive paid to the Tenant shall only be paid from Incremental Property Taxes actually received by the Village, unless the Village determines otherwise in its sole discretion.
- v. The Incentive by the Village shall cease upon the first of the Tenant's receipt of the full amount of the Funding Cap or the cancellation or expiration of the Term (as defined in Section XV.O. below) of this Agreement. The date the Tenant receives the full amount of the Incentive up to the Funding



Cap shall be the "Incentive Funding Date."

3. The Incentive is not a general obligation of the Village, and the Village's full faith and credit are not pledged or encumbered to provide the Tenant with the Incentive. The TIF Eligible Redevelopment Costs for the Project is set forth in EXHIBIT E, and the Village shall not reimburse the Tenant for any costs of the Project not listed on said EXHIBIT E.

- C. **Termination of Incentive.** If the Project ceases operating before two (2) years has passed from the date the C.O. was issued, the Village shall not pay any of the remaining Incentive owed to the Tenant, and the Tenant shall forfeit the remaining Incentive.

#### **V. UNDERTAKING ON THE PART OF THE VILLAGE**

The Village agrees to provide the Incentive.

#### **VI. TENANT'S OBLIGATIONS**

The Tenant shall use Incremental Property Taxes solely for TIF Eligible Redevelopment Costs, and the Tenant shall have those obligations elsewhere in this Agreement, for the development, construction, financing, completion and furtherance of the Project:

#### **VII. ADDITIONAL COVENANTS OF TENANT**

- A. **Continued Existence.** The Tenant will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois corporation for so long as the Tenant maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement.
- B. **Further Assistance and Corrective Instruments.** The Village and the Tenant agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or effectuate or facilitating the performance of this Agreement to the extent legally permitted and within the Village's sound legal discretion.
- C. **No Gifts.** The Tenant covenants that no director, employee or agent of the Tenant, or any other Person connected with the Tenant, has made, offered or given, either directly or indirectly, to any member of the Corporate Authorities, or any officer, employee or agent of the Village, or any other Person connected with the Village, any money or anything of



value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.

- D. **Disclosure.** Concurrently with execution of this Agreement, the Tenant shall disclose to the Village the names, addresses and ownership interests of all Persons that have an ownership interest in the Tenant, together with such supporting documentation that may be reasonably requested by the Village. The Tenant further agrees to notify the Village throughout the term of this Agreement of the names, addresses and ownership interests of any changes of owners of the Tenant.
- E. **Open Book.** The Project shall be an "open book" project, meaning that the Tenant and the general contractor (or contractors, if more than one) will assure continuing access to the Village's agents for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the costs of the Project and to determine the condition of the Tenant's business operating on the Property; provided, however, that all such access shall be limited to normal business hours upon reasonable prior notice and shall not occur more frequently than once per calendar quarter. The foregoing Village review rights shall terminate when the Agreement is no longer in effect, unless the Tenant has failed to make available any such books and/or records requested in writing by the Village. Failure to provide the documents or allow review of the books within fifteen (15) days after request by the Village shall be an Event of Default.

#### **VIII. ADHERENCE TO VILLAGE CODES AND ORDINANCES**

Except as otherwise provided for in this Agreement, all development and construction of the Project shall comply in all respects with the provisions in the building, plumbing, mechanical, electrical, storm water management, fire prevention, property maintenance, zoning and subdivision codes of the Village and all other germane codes and ordinances of the Village in effect from time to time during the course of construction of the Project. The Tenant, by executing this Agreement, expressly warrants that it has examined and is familiar with all the covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter) and land use regulations, codes, ordinances, federal, State and local ordinances, and the like, currently in effect.

#### **IX. SPECIAL CONDITION**

To the extent feasible, the Tenant shall make reasonable efforts to notify Village residents of employment opportunities that are available relative to the Project,



and, to the extent permitted by law, make reasonable efforts to employ qualified residents of the Village in relation to the Project.

**X. REPRESENTATIONS AND WARRANTIES OF TENANT**

The Tenant represents, warrants and agrees as the basis for the undertakings on its part herein contained that as of the Effective Date and during the term of the Agreement:

- A. **Existence and Authority.** The Tenant is an Illinois corporation, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. The Tenant is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. There are no actions at law or similar proceedings which are pending or threatened against the Tenant which would result in any material and adverse change to the Tenant's financial condition, or which would materially and adversely affect the level of the Tenant's assets as of the date of this Agreement or that would materially and adversely affect the ability of the Tenant to proceed with the construction and development of the Project.
- B. **No Conflict.** Neither the execution and delivery of this Agreement by the Tenant, the consummation of the transactions contemplated hereby by the Tenant, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the Tenant conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the Tenant (with the Tenant's prior written approval), any organizational documents, any restriction, agreement or instrument to which the Tenant or any of its partners, directors, or venturers is now a party or by which the Tenant or any of its partners, directors or venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of the Tenant, any related party or any of its partners, directors or venturers under the terms of any instrument or agreement to which the Tenant, any related party or any of its partners, directors or venturers is now a party or by which the Tenant, any related party or any of its partners, directors or venturers is bound.
- C. **Adequate Resources.** The Tenant has sufficient financial and economic resources to complete the Tenant's obligations in this Agreement.
- D. **No Adverse Notices.** The Tenant represents and warrants that it has not received any notice from any local, State or federal official that the activities of the Tenant with respect to the Property and/or the Project may or will be in violation of any environmental law or regulation. The Tenant is



not aware of any State or federal claim filed or planned to be filed by any Party relating to any violation of any local, State or federal environmental law, regulation or review procedure, and the Tenant is not aware of any violation of any local, State or federal law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute.

- E. **Experience.** The Tenant represents and warrants to the Village that Tenant, and its respective principals, are experienced in the development and operation of business concerns similar or comparable to the Project, and are able to provide the Project with the necessary skill, knowledge and expertise as well as input from other experts and consultants in the operation of such a Project.
- F. **Payment of Real Estate Taxes.** The Tenant agrees to pay or cause to be paid all general and special real estate taxes levied during its respective period of tenancy against its respective interest in the Project and the Property on or prior to the date same is due and said taxes shall not become delinquent. The Tenant shall deliver evidence of payment of such taxes to the Village upon request.
- G. **No Tax-Exempt Status.** Consistent with its covenant in Section X.F. above, the Tenant shall not assert a tax-exempt status for the Property during its respective period of tenancy.
- H. **No Broker.** The Tenant represents and warrants to the Village that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it, or its subsidiaries or agents or employees, or, through such the Tenant's actions (or claiming through such party), which is entitled to compensation as a consequence of this transaction.

## **XI. REPRESENTATIONS AND WARRANTIES OF THE VILLAGE**

The Village represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

- A. **Existence.** The Village is an Illinois municipal corporation duly organized and validly existing under the laws of the State of Illinois, and has all requisite corporate power and authority to enter into this Agreement.
- B. **Authority.** The execution, delivery and performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement:
  - 1. have been duly authorized by all necessary corporate action on the part of the Village;



2. require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement; and
  3. shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.
- C. **Litigation.** To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the TIF District in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.
- D. **Adequate Resources.** The Village has sufficient financial and economic resources to implement and complete the Village's obligations contained in this Agreement.
- E. **No Broker.** The Village represents and warrants to the Tenant that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it, or its subsidiaries or agents or employees, or, through such the Village's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction.

## **XII. INDEMNIFICATION, HOLD HARMLESS AND RELEASE PROVISIONS**

This Section XII. shall survive the termination of this Agreement.

- A. **Release.** The Tenant releases from and covenants and agrees that the Village, its governing body members, officers, agents, including independent contractors, consultants, attorneys, servants and employees thereof (for purposes of this Section XII., collectively the "Village Indemnified Parties") shall not be liable for, and agrees to indemnify and hold harmless the Village Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or the Property or arising pursuant to the Tenant's obligations or warranties under this Agreement or actions in furtherance thereof to the extent not attributable to the gross negligence or willful misconduct of the Village Indemnified Parties; provided, that this waiver shall not apply to the warranties made or obligations undertaken by the Village in this Agreement.
- B. **Indemnification.** Except for gross negligence or willful misconduct of the Village Indemnified Parties, Tenant agrees to indemnify the Village Indemnified Parties, now and forever, and further agrees to hold the



aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Tenant (or if other Persons acting on their behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project.

- C. **Environmental Disclaimer.** Except as otherwise set forth herein, the Village makes no warranties or representations regarding, nor does it indemnify the Tenant with respect to, the existence or nonexistence on or in the vicinity of the Property, or anywhere within the TIF District of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Property, or within the TIF District, as well as any activity claimed to have been undertaken on or in the vicinity of the Property, that would cause or contribute to causing (1) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 *et seq.*, or any similar State law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property, within the meaning of, or otherwise bring the Property within the ambit of, CERCLA, or any similar State law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.*, or any similar State law or local ordinance. Further, the Village makes no warranties or representations regarding, nor does the Village indemnify the Tenant with respect to, the existence or nonexistence on or in the vicinity of the Project, or anywhere within the Property or the TIF District, of any substances or conditions in or on the Property, that may support a claim or cause of action under RCRA, CERCLA, or any other federal, State or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The Village makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Property, or whether any above or underground tanks have



been located under, in or about the Property have subsequently been removed or filled.

- D. **Waiver.** The Tenant waives any claims against the Village Indemnified Parties, and their members and boards, for indemnification, contribution, reimbursement or other payments arising under federal, State and common law relating to the environmental condition of the the Property.
- E. **No Personal Liability.** No liability, right or claim at law or inequity shall attach to or shall be incurred by the Village's President, Trustees, officers, officials, attorneys, agents and/or employees, and any such rights or claims of the Tenant against the Village's President, Trustees, officers, officials, attorneys, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of the Agreement by the Village.

### **XIII. EVENTS OF DEFAULT AND REMEDIES**

- A. **Tenant Events of Default.** The following shall be Events of Default with respect to this Agreement:
  - 1. Default by Tenant for a period of thirty (30) days after written notice thereof in the performance or breach of any representation, warranty or covenant contained in this Agreement concerning the existence, structure or financial condition of Tenant; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Tenant, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within thirty (30) days after such notice.
  - 2. The commencement by Tenant of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or an entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Tenant 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 Tenant 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 unstayed and in effect for a period of forty five (45) consecutive days.
  - 3. Tenant abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for



more than thirty (30) consecutive days for any reason other than Uncontrollable Circumstances and such work is not resumed within thirty (30) days of written demand by the Village.

4. Tenant fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the Project contemplated by this Agreement and such failure continues for more than thirty (30) days after written notice thereof from the Village; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Tenant, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice.

B. **Village Events of Default.** The following shall be Events of Default with respect to this Agreement:

1. Default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the Village, commences cure within thirty (30) days after written notice from Tenant and in any event cures such default within forty five (45) days after such notice.
2. A material representation or warranty of the Village is not true for a period of thirty (30) days after written notice from Tenant; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and the Village, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within forty five (45) days after such notice.

C. **Remedies for Default.** In the case of an Event of Default hereunder:

1. The defaulting Party shall, upon written notice from the non-defaulting Party, take prompt action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured, or if in the case of a non-monetary Event of Default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within the cure periods specified therefor, unless extended by mutual agreement, the non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not



limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. In case a Party shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Parties shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Tenant and the Village shall continue as though no such proceedings had been taken. In no event shall either Party be liable to the other for any consequential or punitive damages suffered as a result of a default under this Agreement.

- D. **Agreement to Pay Attorneys' Fees and Expenses.** In the event an Event of Default is not cured within the applicable cure periods and the Parties employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, the non-prevailing Party shall pay, on demand, the prevailing Party's reasonable fees of such attorneys and such other reasonable expenses in connection with such enforcement action. This Section XII.D. shall survive the termination of this Agreement.
- E. **No Waiver by Delay or Otherwise.** Any delay by any Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that any Party should not be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving Party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.
- F. **Rights and Remedies Cumulative.** The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.
- G. **Legal and Other Fees and Expenses.** Other than for demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings covered by Section XII. above, in the event that any third



party or parties institute any legal proceedings against the Tenant and/or the Village, which relate to the terms of this Agreement, then, in that event, the Parties shall cooperate in the defense of any such lawsuit, with each Party assuming, fully and vigorously, its own defense of such lawsuit, and all costs and expenses of its own defense, of whatever nature (including attorney's fees). This Section XIII.G. shall survive the termination of this Agreement.

#### **XIV. EQUAL EMPLOYMENT OPPORTUNITY**

- A. **No Discrimination.** Tenant shall comply with all federal, state and local laws relating to equal employment opportunity. To the extent permitted by law, Tenant shall use reasonable efforts to employ qualified residents of the Village as to any direct hires by the Tenant, if applicable.
- B. **Advertisements.** Tenant shall, in all solicitations or advertisements for employees placed by or on behalf of Tenant, if applicable, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Contractors.** Any contracts made by Tenant with any general contractor, agent, employee, independent contractor or any other Person in connection with the Project shall contain language similar to that recited in Sections XIV.A. and B. above. The Tenant shall make reasonable efforts to incorporate language similar to that recited in Sections XIV.A. and B. in any leases made by Tenant in connection with the Project.

#### **XV. MISCELLANEOUS PROVISIONS**

- A. **Cancellation.** Notwithstanding any terms in this Agreement to the contrary, in the event Tenant or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the TIF Plan, including Tenant's duty to operate the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the Village in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Project or the covenants and agreements or rights and privileges of Tenant or the Village, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other Parties within one hundred twenty (120) days after such final decision or amendment. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to Tenant for buildings,



or the remodeling of any building, permitted and under construction, to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

- B. **Notices.** All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) electronic mail, telex, but only if followed up, within one (1) business day, by another method of notice, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village: Catherine Adduci, President  
Village of River Forest  
400 Park Avenue  
River Forest, Illinois 60305  
Email: cadduci@vrf.us

With a copy to: Eric Palm, Village Administrator  
Village of River Forest  
400 Park Avenue  
River Forest, Illinois 60305  
Email: epalm@vrf.us

and: Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
Attention: Gregory T. Smith  
Email: gtsmith@ktjlaw.com

If to Tenant: In and Out Fitness, Inc.  
7756 Madison St., Units 2-3  
River Forest, IL 60305  
Attn: Lisa Neumann  
Email: lisa@inoutfitness.net

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (1) or (2) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (3) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (4)



shall be deemed received forty-eight (48) hours following deposit in the mail.

- C. **Time is of the Essence.** Time is of the essence of this Agreement. Notwithstanding the foregoing, if the date for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday, Sunday or legal holiday, then the date of such performance shall be extended to the next business day.
- D. **Integration.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.
- E. **Counterparts.** This Agreement may be executed in any number of counterparts, but in no event less than two (2) counterparts, each of which shall be an original and each of which shall constitute but one and the same Agreement.
- F. **Severability.** If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- G. **Choice of Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and any court proceedings between the Parties hereto shall be brought in Cook County, Illinois.
- H. **Entire Contract and Amendments.** This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and the Tenant relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and the Tenant, and may not be modified or amended except by a written instrument executed by the Parties hereto.
- I. **Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other Person other than the Village and the Tenant, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to the Village and the Tenant, nor shall any provision give any third parties any rights of subrogation or action over or against the Village or the Tenant. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.



- J. **Waiver.** Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.
- K. **Cooperation and Further Assurances.** The Village and the Tenant each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or the Tenant, or other appropriate Persons, all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.
- L. **No Joint Venture, Agency or Partnership Created.** Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third party to create the relationship of a partnership, agency or joint venture between or among such Parties.
- M. **No Personal Liability of Officials of the Village or the Tenant.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, Village Manager, any elected official, officer, partner, member, shareholder, manager, director, agent, employee or attorney of the Village or the Tenant, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the Village or the Tenant shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.
- N. **Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the Village's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.
- O. **Term.** This Agreement shall remain in full force and effect until the termination of the Redevelopment Project Area.
- P. **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other, upon not less than fifteen (15) days prior request, a certificate

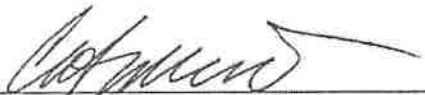


("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which case such Party shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, and if, after an additional seven (7) days' notice there still is no compliance, then said non-complying Party shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.


- Q. Assignment. This Agreement, and the rights and obligations hereunder, may not be assigned by Tenant, unless the Village consents in writing to such assignment, which consent the Village may withhold in its sole and absolute discretion.
- R. Municipal Limitations. All Village commitments hereunder are limited to the extent required by law.

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


VILLAGE OF RIVER FOREST,  
an Illinois municipal corporation

By:   
Catherine Adduci, Village President


ATTEST:

By:   
Kathleen Brand-White, Village Clerk

IN AND OUT FITNESS INC.,  
an Illinois corporation

By:   
Lisa Neumann, President

ATTEST:

By:   
Jonathan F. Pape, Assistant to the Village Administrator



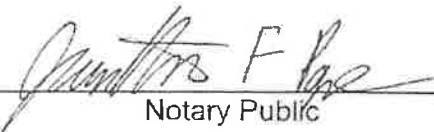


### ACKNOWLEDGMENT

State of Illinois     )  
                              ) SS  
County of Cook       )

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

GIVEN under my hand and official seal, this 13<sup>th</sup> day of February, 2018.

  
\_\_\_\_\_  
Notary Public





# ACKNOWLEDGMENT

State of Illinois     )  
                                  ) SS  
County of Cook     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Lisa Neumann and \_\_\_\_\_, personally known to me to be the President and \_\_\_\_\_, respectively, of In and Out Fitness Inc., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Lisa Neumann and \_\_\_\_\_, they signed and delivered the said instrument and caused the corporate seal of said company to be affixed thereto, pursuant to authority given by the company, as their free and voluntary act, and as the free and voluntary acts and deeds of said company, for the uses and purposes therein set forth.

2018.9 / GIVEN under my hand and official seal, this 11<sup>th</sup> day of January,

Jonathan F Pape  
Notary Public





ATTACHMENT J



**Village of River Forest, Illinois**  
**Balance Sheet – Governmental Funds**  
**April 30, 2019**

	General	Capital Equipment Replacement Fund	Madison Street TIF	Nonmajor Governmental Funds	Total Governmental Funds
<b>Assets</b>					
Cash and cash equivalents	\$ 1,250,167	\$ 366,341	\$ 48,824	\$ 1,680,515	\$ 3,345,847
Restricted cash	-	-	-	282,079	282,079
Investments	3,709,208	3,210,318	-	1,072,136	7,991,662
Receivables					
Taxes	3,311,175	-	-	124,910	3,436,085
Intergovernmental	844,950	-	-	112,063	957,013
Refuse	238,836	-	-	-	238,836
Interest	36,382	25,650	-	15,672	77,704
Other	164,980	1,998	-	178,039	345,017
Due from other funds	200,000	4,653	-	-	204,653
Advances to other funds	1,340,000	-	-	-	1,340,000
Prepaid items	229,478	-	-	-	229,478
Deposit - public entity risk pool	2,536,350	-	-	-	2,536,350
Land held for sale	-	-	1,328,392	-	1,328,392
Inventory	19,787	-	-	-	19,787
Total assets	<u>\$ 13,881,313</u>	<u>\$ 3,608,960</u>	<u>\$ 1,377,216</u>	<u>\$ 3,465,414</u>	<u>\$ 22,332,903</u>
<b>Liabilities, Deferred Inflows of Resources and Fund Balances</b>					
<b>Liabilities</b>					
Accounts payable	\$ 770,905	\$ 56,244	\$ 22	\$ 17,455	844,626
Due to other funds	4,653	-	150,000	50,000	204,653
Advances from other funds	-	119,766	1,340,000	-	1,459,766
Other payables	44,103	-	-	-	44,103
Total liabilities	<u>819,661</u>	<u>176,010</u>	<u>1,490,022</u>	<u>67,455</u>	<u>2,553,148</u>
<b>Deferred Inflows of Resources</b>					
Unavailable property taxes	<u>3,249,599</u>	<u>-</u>	<u>-</u>	<u>124,910</u>	<u>3,374,509</u>
<b>Fund Balances</b>					
<b>Nonspendable</b>					
Prepaid items	229,478	-	-	-	229,478
Deposit - public entity risk pool	2,536,350	-	-	-	2,536,350
Inventory	19,787	-	-	-	19,787
Advances to other funds	1,340,000	-	-	-	1,340,000
<b>Restricted</b>					
Working cash	535,032	-	-	-	535,032
Public safety	123,827	-	-	-	123,827
Economic development	-	-	-	209,182	209,182
Road construction	-	-	-	823,257	823,257
Debt service	-	-	-	216,251	216,251
<b>Committed</b>					
Parking	-	-	-	759,667	759,667
Capital improvements	-	3,432,950	-	1,280,327	4,713,277
Unassigned (deficit)	<u>5,027,579</u>	<u>-</u>	<u>(112,806)</u>	<u>(15,635)</u>	<u>4,899,138</u>
Total fund balances	<u>9,812,053</u>	<u>3,432,950</u>	<u>(112,806)</u>	<u>3,273,049</u>	<u>16,405,246</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 13,881,313</u>	<u>\$ 3,608,960</u>	<u>\$ 1,377,216</u>	<u>\$ 3,465,414</u>	<u>\$ 22,332,903</u>



**Village of River Forest, Illinois**  
**Statement of Revenues, Expenditures and Changes in**  
**Fund Balances – Governmental Funds**  
**Year Ended April 30, 2019**

	General	Capital Equipment Replacement Fund	Madison Street TIF	Nonmajor Governmental Funds	Total Governmental Funds
<b>Revenues</b>					
Taxes	\$ 8,456,344	\$ -	\$ 87,293	\$ 268,181	\$ 8,811,818
Intergovernmental	3,455,526	-	-	445,932	3,901,458
Licenses and permits	1,053,935	-	-	-	1,053,935
Charges for services	1,758,981	-	15,625	43,832	1,818,438
Fines and forfeits	292,584	-	-	800,082	1,092,666
Investment income	141,166	86,793	1,559	73,946	303,464
Miscellaneous	190,573	5,000	-	-	195,573
Total revenues	<u>15,349,109</u>	<u>91,793</u>	<u>104,477</u>	<u>1,631,973</u>	<u>17,177,352</u>
<b>Expenditures</b>					
Current					
General government	2,337,223	-	42,704	263,804	2,643,731
Public safety	10,037,907	-	-	-	10,037,907
Public works	1,565,883	-	-	-	1,565,883
Highways and streets	-	-	-	488,148	488,148
Sanitation	1,147,079	-	-	-	1,147,079
Development	435,608	-	-	13,861	449,469
Debt service					
Principal retirement	-	-	-	246,000	246,000
Interest and fiscal charges	-	-	37,520	7,584	45,104
Capital outlay	-	426,573	-	790,452	1,217,025
Total expenditures	<u>15,523,700</u>	<u>426,573</u>	<u>80,224</u>	<u>1,809,849</u>	<u>17,840,346</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(174,591)</u>	<u>(334,780)</u>	<u>24,253</u>	<u>(177,876)</u>	<u>(662,994)</u>
<b>Other Financing Sources (Uses)</b>					
Transfers in	-	424,171	-	2,379	426,550
Transfers out	(426,550)	-	-	-	(426,550)
Sale of capital assets	-	8,887	-	-	8,887
Total other financing sources (uses)	<u>(426,550)</u>	<u>433,058</u>	<u>-</u>	<u>2,379</u>	<u>8,887</u>
Net Change in Fund Balances	(601,141)	98,278	24,253	(175,497)	(654,107)
Fund Balances, Beginning	<u>10,413,194</u>	<u>3,334,672</u>	<u>(137,059)</u>	<u>3,448,546</u>	<u>17,059,353</u>
Fund Balances, Ending	<u>\$ 9,812,053</u>	<u>\$ 3,432,950</u>	<u>\$ (112,806)</u>	<u>\$ 3,273,049</u>	<u>\$ 16,405,246</u>



**Village of River Forest, Illinois**  
**Madison Street TIF Fund**  
**(Major Fund)**  
**Schedule of Revenues, Expenditures and**  
**Changes in Fund Balance – Budget and Actual**  
**Year Ended April 30, 2019**

	Original Budget	Final Budget	2019 Actual	Variance With Final Budget Over (Under)	2018 Actual
<b>Revenues</b>					
Taxes	\$ -	\$ 119,037	\$ 87,293	\$ (31,744)	\$ -
Rental income	-	-	15,625	15,625	9,375
Investment income	-	-	1,559	1,559	455
Total revenues	-	119,037	104,477	(14,560)	9,830
<b>Expenditures</b>					
Current					
General government	48,500	54,758	42,704	(12,054)	39,786
Debt service					
Interest	-	26,000	37,520	11,520	9,610
Total expenses	48,500	80,758	80,224	(534)	49,396
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<u>(48,500)</u>	<u>38,279</u>	<u>24,253</u>	<u>(14,026)</u>	<u>(39,566)</u>
<b>Other Financing Sources</b>					
Transfer in	50,000	-	-	-	-
<b>Net Change in Fund Balance</b>	<u>\$ 1,500</u>	<u>\$ 38,279</u>	<u>24,253</u>	<u>\$ (14,026)</u>	<u>(39,566)</u>
<b>Fund Balance, Beginning</b>			<u>(137,059)</u>		<u>(97,493)</u>
<b>Fund Balance, Ending</b>			<u>\$ (112,806)</u>		<u>\$ (137,059)</u>



[illegible]



**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF RIVER FOREST, RIVER FOREST PUBLIC SCHOOLS DISTRICT 90  
AND OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200  
REGARDING THE RIVER FOREST MADISON STREET TAX INCREMENT  
FINANCING DISTRICT AND THE PROPOSED RIVER FOREST  
NORTH AVENUE TAX INCREMENT FINANCING DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF RIVER FOREST, RIVER FOREST PUBLIC SCHOOLS DISTRICT 90 AND OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200 REGARDING THE RIVER FOREST MADISON STREET TAX INCREMENT FINANCING DISTRICT AND THE PROPOSED RIVER FOREST NORTH AVENUE TAX INCREMENT FINANCING DISTRICT is entered into as of the Effective Date (as defined in Section 10 below), by and between the VILLAGE OF RIVER FOREST, an Illinois municipal corporation ("Village"), RIVER FOREST PUBLIC SCHOOLS DISTRICT 90 and OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200 (which are referred to individually by each's respective name, and which are collectively referred to as the "Taxing Districts"). The Village and the Taxing Districts are individually referred to as a "Party" and collectively referred to as the "Parties."

**RECITALS**

**WHEREAS**, pursuant to Ordinance Numbers 3630, 3631 and 3632, adopted November 28, 2016, the Village approved a tax increment redevelopment plan and project, designated the tax increment redevelopment project area and adopted tax increment financing relative to the Village's Madison Street Tax Increment Financing District ("Madison Street TIF District"), in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* ("TIF Act"); and