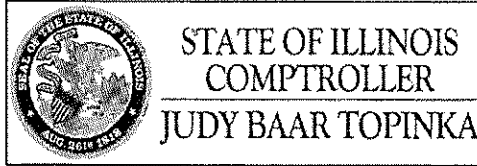


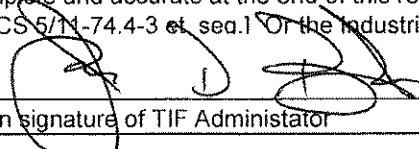
**FY 2014
ANNUAL TAX INCREMENT FINANCE
REPORT**



Name of Municipality: Village of Carol Stream Reporting Fiscal Year: **2014**
 County: DuPage Fiscal Year End: **04/30/2014**
 Unit Code: 022/030/32

TIF Administrator Contact Information

First Name: Jon Last Name: Batek
 Address: 500 N Gary Ave Title: Finance Director
 Telephone: 630 871-6225 City: Carol Stream Zip: 60188
 Mobile _____ E-mail: jbatek@carolstream.org
 Mobile _____ Best way to _____ Email _____ Phone _____
 Provider _____ contact _____ Mobile _____ Mail _____

I attest to the best of my knowledge, this report of the redevelopment project areas in: City/Village of
 Carol Stream
 is complete and accurate at the end of this reporting Fiscal year under 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.]

 Written signature of TIF Administrator _____ Date 12/4/14

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		
Name of Redevelopment Project Area	Date Designated	Date Terminated
North Ave/Schmale Rd TIF District	12/5/2011	

*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 2014

Name of Redevelopment Project Area:	North Ave/Schmale Rd TIF
Primary Use of Redevelopment Project Area*:	
If "Combination/Mixed" List Component Types:	
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act <input checked="" type="checkbox"/>	Industrial Jobs Recovery Law <input type="checkbox"/>

	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)] If yes, please enclose the amendment labeled Attachment A	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)] Please enclose the CEO Certification labeled Attachment 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)] Please enclose the Legal Counsel Opinion labeled Attachment C		X
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement labeled Attachment D	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)] If yes, please enclose the Agreement(s) labeled Attachment E		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)] If yes, please enclose the Additional Information labeled Attachment F	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)] If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report labeled Attachment H		X
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose the Official Statement labeled Attachment I	X	
Was 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)] If yes, please enclose the Analysis labeled Attachment J	X	
Cumulatively, have deposits equal or greater than \$100,000 been made into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K	X	
Cumulatively, have deposits of incremental 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)] If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L	X	
A list of all intergovernmental agreements in effect in FY 2010, 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)] If yes, please enclose list only of the intergovernmental agreements labeled Attachment M	X	

* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

Provide an analysis of the special tax allocation fund.

FY 2014

TIF NAME: North Ave/Schmale Rd TIF District

Fund Balance at Beginning of Reporting Period \$ (67,306)

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment	\$ 18,779	\$ 18,779	91%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 2	\$ 2	0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources		\$ 1,878	9%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

*must be completed where 'Reporting Year' is populated

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period \$ 18,781

Cumulative Total Revenues/Cash Receipts \$ 20,659 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 9,534

Distribution of Surplus \$ -

Total Expenditures/Disbursements \$ 9,534

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS \$ 9,247

FUND BALANCE, END OF REPORTING PERIOD* \$ (58,059)

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

SURPLUS*/(DEFICIT)(Carried forward from Section 3.3) \$ (58,059)

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

FY 2014
TIF NAME:

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
(by category of permissible redevelopment cost, amounts expended during reporting period)

FOR AMOUNTS >\$10,000 SECTION 3.2 B MUST BE COMPLETED

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. Costs of studies, administration and professional services—Subsections (q)(1) and (o) (1)		
Legal Fees	7,334	
Consultant	2,200	
		\$ 9,534
2. Cost of marketing sites—Subsections (q)(1.6) and (o)(1.6)		
		\$ -
3. Property assembly, demolition, site preparation and environmental site improvement costs. Subsection (q)(2), (o)(2) and (o)(3)		
		\$ -
4. Costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings. Subsection (q)(3) and (o)(4)		
		\$ -
5. Costs of construction of public works and improvements. Subsection (q)(4) and (o)(5)		
		\$ -
6. Costs of removing contaminants required by environmental laws or rules (o)(6) - Industrial Jobs Recovery TIFs ONLY		
		\$ -

SECTION 3.2 A

PAGE 2

7. Cost of job training and retraining, including "welfare to work" programs Subsection (q)(5), (o)(7) and (o)(12)		
		\$ -
8. Financing costs. Subsection (q) (6) and (o)(8)		
		\$ -
9. Approved capital costs. Subsection (q)(7) and (o)(9)		
		\$ -
10. Cost of Reimbursing school districts for their increased costs caused by TIF assisted housing projects. Subsection (q)(7.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
11. Relocation costs. Subsection (q)(8) and (o)(10)		
		\$ -
12. Payments in lieu of taxes. Subsection (q)(9) and (o)(11)		
		\$ -
13. Costs of job training, retraining advanced vocational or career education provided by other taxing bodies. Subsection (q)(10) and (o)(12)		
		\$ -

SECTION 3.2 A

PAGE 3

14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		\$ -
15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 9,534

Section 3.2 B

FY 2014

TIF NAME: North Ave/Schmale Rd TIF

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

There were no vendors, including other municipal funds, paid in excess of \$10,000 during the current reporting period.

Name	Service	Amount

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

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

FY 2014

TIF NAME: North Ave/Schmale Rd TIF

FUND BALANCE, END OF REPORTING PERIOD \$ (58,059)

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		

Total Amount Designated for Obligations \$ - | \$ -

2. Description of Project Costs to be Paid		

Total Amount Designated for Project Costs \$ -

TOTAL AMOUNT DESIGNATED \$ -

SURPLUS*/(DEFICIT) \$ (58,059)

* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing

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

FY 2014

TIF NAME: North Ave/Schmale Rd TIF

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

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 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)

PAGE 1

FY 2014

TIF NAME: North Ave/Schmale RD TIF

SECTION 5 PROVIDES PAGES 1-3 TO ACCOMMODATE UP TO 25 PROJECTS. PAGE 1 MUST BE INCLUDED WITH TIF REPORT. PAGES 2-3 SHOULD BE INCLUDED ONLY IF PROJECTS ARE LISTED ON THESE PAGES

Check here if NO projects were undertaken by the Municipality Within the Redevelopment Project Area: <input checked="" type="checkbox"/> X			
ENTER total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below*.			
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 1: *IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE			
Private Investment Undertaken (See Instructions)			\$ -
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 2:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

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

Project 7:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 8:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 9:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 10:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 11:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 12:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 13:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 14:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 15:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 16:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 17:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 18:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 19:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 20:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 21:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 22:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 23:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 24:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 25:			
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 complete TIF report

SECTION 6

FY 2014

TIF NAME: North Ave/Schmale Rd 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
2011	\$ 9,086,655	\$ 9,309,870

List all overlapping tax districts in the redevelopment project area.
 If overlapping taxing district received a surplus, list the surplus.

The overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
DuPage County	\$ -
Dupage County Forest Preserve	\$ -
DuPage Water Commission	\$ -
Dupage Airport Authority	\$ -
Milton Township	\$ -
Milton Township Road	\$ -
Village of Carol Stream	\$ -
Carol Stream Library	\$ -
Carol Stream Park District	\$ -
Carol Stream Fire District	\$ -
Wheaton Sanitary District	\$ -
Wheaton Mosquito District	\$ -
Unit School District 200	\$ -
Junior College #502	\$ -
	\$ -

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

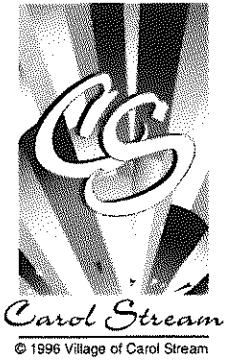
Provide a general description of the redevelopment project area using only major boundaries:

--

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

Village of Carol Stream

FRANK SAVERINO, SR., MAYOR • BETH MELODY, CLERK • JOSEPH E. BREINIG, MANAGER
500 N. GARY AVENUE • CAROL STREAM, ILLINOIS 60188-1899
(630) 665-7050 • FAX (630) 665-1064
www.carolstream.org



October 1, 2014

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

Re: Village of Carol Stream
North Ave/Schmale Road TIF
Unit Code 022/030/32

To whom it may concern:

Pursuant to the provisions of the Tax Increment Allocation Redevelopment Act ("Act"), to the best of my knowledge and belief, and based on the attached representations of the Village's legal counsel, the Village of Carol Stream is in compliance with the provisions of the Act for the above-referenced tax increment financing district as of and for the year ended April 30, 2014.

Sincerely,


Joseph E. Breinig
Village Manager

Attachment B



20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

www.ktjlaw.com

November 3, 2014

Office of the Illinois State Comptroller
James R. Thompson Center
100 West Randolph Street
Suite 15-500
Chicago, Illinois 60601

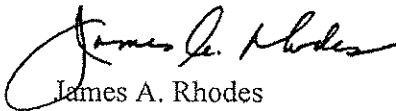
**Re: Attorney Review of Village of Carol Stream North Avenue/Schmale Road
TIF
Unit No. 022/030/32**

To Whom It May Concern:

Please be advised that I am the duly appointed Village Attorneys for the Village of Carol Stream, Illinois. In my capacity as the Village Attorney I have conducted a review of all information provided to me by the Village staff and consultants in connection with the above referenced North Avenue/Schmale Road TIF. Based upon that review, it is my opinion that the Village has conformed to all the applicable requirements of the Illinois Tax Increment Allocation Redevelopment Act for the fiscal year beginning May 1, 2013 and ending April 30, 2014.

Very truly yours,

KLEIN, THORPE & JENKINS, LTD.


James A. Rhodes

cc. Jon Batek

REDEVELOPMENT AGREEMENT

This **Redevelopment Agreement** (the "Agreement") is made and entered into as of the 15th day of July, 2013 (the "Effective Date") by and between the **Village of Carol Stream**, Illinois, an Illinois home rule municipal corporation (the "Village"), and **Caputo's New Farm Produce Carol Stream, Inc.**, an Illinois corporation, and **520 East North Avenue, LLC**, a Illinois Limited Liability Corporation (hereinafter individually and collectively referred to as the "Developer"). (The Village and the Developer 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 has the authority, pursuant to the laws of the State of Illinois, and pursuant to its home rule powers 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.

B. 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 (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

C. Pursuant to Ordinance Numbers 2011-12-37, 2011-12-38 and 2011-12-39, the Village approved a redevelopment plan and project (the "TIF Plan"), designated the redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment allocation financing relative to the North Avenue/Schmale Road tax increment financing district (the "TIF District"); said Redevelopment Project Area being legally described and depicted as set forth in EXHIBIT A, attached hereto and made part hereof.

D. The Developer has acquired an approximately 27.27 acre parcel of real property located within the Redevelopment Project Area, said property being legally described on

Attachment E
North Ave / Schmale Rd TIF
Unit Code 022/30/32

EXHIBIT B attached hereto and made part hereof (the "Property"). The Developer's acquisition of the Property constitutes Eligible Redevelopment Project Costs (as defined below).

E. The Developer proposes to redevelop on a portion of the Property (the "Redevelopment Parcel") an approximately 312,000 square foot building located thereon in order to operate an approximately 70,000 square foot Angelo Caputo's Fresh Farms Market retail, food and grocery store and an approximately 242,000 square foot regional warehouse, office and distribution facility for Caputo's New Farm Produce Carol Stream, Inc.'s regional retail and wholesale food and grocery business within said building (the "Facilities"). The Redevelopment Parcel is legally described on EXHIBIT C attached hereto and made a part hereof.

F. In connection with its acquisition of the Property and its development of the Facilities upon the Redevelopment Parcel, Developer shall construct certain necessary improvements (the "Improvements") and shall incur costs in constructing the Improvements which are referred to herein as the "Project Costs".

G. It is necessary for the successful completion of the Project that the Village enter into this Agreement with Developer to provide for the redevelopment of the Redevelopment Parcel, thereby implementing the TIF Plan.

H. Developer has been and continues to be unable and unwilling to undertake the redevelopment of the Redevelopment Parcel with the Project and to incur the Project Costs, but for certain incentives to be provided by the Village in accordance with the Act and pursuant to the home rule powers of the Village, which the Village is willing to provide under the terms and conditions contained herein. The Parties acknowledge and agree that but for the incentives, to be provided by the Village as set forth herein, Developer cannot successfully and economically develop the Redevelopment Parcel, in a manner satisfactory to the Village. The Village has determined that it is desirable and in the Village's best interests to assist Developer in the manner set forth herein and as this Agreement may be supplemented and amended from time to time.

I. The Village, in order to stimulate and induce development of the Redevelopment Parcel with the Project, has agreed to finance the Eligible Redevelopment Costs through Net Incremental Property Taxes and through Sales Tax Revenue, all in accordance with the terms and provisions of the Act and this Agreement, with the understanding that the Village shall have the ability to be reimbursed from Net Incremental Property Taxes for the payments made from Sales Tax Revenue, to the extent that Net Incremental Property Taxes may be available after the termination of this Agreement.

J. This Agreement has been submitted to the Corporate Authorities of the Village 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 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.

K. This Agreement has been submitted to the board of directors, corporate officers, shareholders and members of the Developer, as the case may be, for consideration and review, the Developer's board of directors, corporate officers, shareholders and members have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all action of the Developer's board of directors, corporate officers, shareholders and members precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

L. The Village is desirous of having the Redevelopment Parcel 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, stimulate commercial growth and stabilize the tax base of the Village and, in furtherance thereof, the Village is willing to undertake the incentives, 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. "Act" means the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5-11-74.4-1 *et seq.*, as supplemented by the Local Government Debt Reform Act, as amended and the home rule powers of the Village.

B. "Agreement" means this Redevelopment Agreement.

C. "Change in Law" means the occurrence, after the Effective Date, of an event described below in this definition, provided such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon:

Change in Law means any of the following: (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 (other than the Village, or, with respect to

those made by the Village, only if they violate the terms of this Agreement). Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the actions to be performed under this Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the Village, except as provided herein).

D. **"Corporate Authorities"** means the Mayor and Board of Trustees of the Village of Carol Stream, Du Page County, Illinois.

E. **"Developer"** means Caputo's New Farm Produce Carol Stream, Inc., an Illinois corporation, and 520 East North Avenue, LLC, an Illinois Limited Liability Corporation, operating either jointly or individually. For purposes of this Agreement Caputo's New Farm Produce, Inc. and 520 East North Avenue, LLC are both jointly and severally liable for all requirements of the Developer under the terms of this Agreement.

F. **"Eligible Redevelopment Costs"** means a portion of the Developer's land acquisition costs of the Redevelopment Parcel to be reimbursed by the Village as provided in this Agreement and as authorized by the Act.

G. **"Effective Date"** means the date on which this Agreement is executed on behalf of the Village, with said date being inserted in the opening paragraph of this Agreement.

H. **"Final Approvals"** means all necessary governmental approvals that are required for Project Completion in accordance with all applicable laws, ordinances, rules or regulations.

I. **"Final Plans"** means those detailed plans for the Project required to be approved by the Village pursuant to the ordinances of the Village of Carol Stream, by other governmental bodies pursuant to applicable laws, ordinances, rules or regulations, and this Agreement prior to the issuance of any building or other permits for the Project.

J. **"Incremental Property Taxes"** means that portion of the ad valorem real estate taxes, if any, arising from the taxes levied upon the Redevelopment Parcel, which taxes are actually collected and which are attributable to the increase in the equalized assessed valuation ("EAV") of the Redevelopment Parcel over and above the Initial EAV of the Redevelopment Parcel at the time of the formation of the North Avenue/Schmale Road TIF District, all as determined and certified by the County Clerk of the County of Du Page, Illinois ("County"), pursuant to and in accordance with the Act, the TIF Ordinances and this Agreement.

K. **"Initial EAV"** means the calendar year 2010 equalized assessed value of the Redevelopment Parcel certified by the County Clerk of Du Page County, and attached hereto as **EXHIBIT E** and made a part hereof.

- L. **"Net Incremental Property Taxes"** means that portion of the annual Incremental Property Taxes remaining after any payments to be made to the applicable public school districts or other applicable taxing districts as may be required to be paid under applicable State Law, payments on any debt obligations issued prior to the date of this Agreement, and after deduction the first Ten Thousand Dollars (\$10,000) of Incremental Property Taxes received into the TIF Fund from the Redevelopment Parcel to pay for administrative expenses of the Village (adjusted by (5%) percent per year) every year thereafter.
- M. **"Note"** means the Tax Increment Financing Reimbursement Note, attached hereto as **EXHIBIT F**.
- N. **"Party"** means the Village and/or Developer and their respective successors and/or assigns as permitted herein, as the context requires.
- O. **"Person"** means any individual, corporation, partnership, limited liability corporation, 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.
- P. **"Project"** means and consists of the redevelopment of an approximately 312,000 square foot building located upon the Redevelopment Parcel in order to operate an approximately 70,000 square foot Angelo Caputo's Fresh Farms Market full service retail food and grocery store and an approximately 242,000 square foot regional warehouse, office and distribution facility for Caputo's New Farm Produce, Inc.'s regional retail and wholesale food and grocery business within said building and all necessary improvements to the Property or offsite improvements in connection thereto.
- Q. **"Project Completion"** means the date upon which a Certificate of Final Occupancy permit, subject to weather-dependent punch-list items, is issued for the whole Project and the Caputo's New Farm Produce full service retail food and grocery store, the distribution facility, warehouse and offices are all open for business and operational.
- R. **"Redevelopment Parcel"** means that portion of the Property legally described in **EXHIBIT C** upon which the Project will be developed.
- S. **"Sales Tax Revenue"** means fifty per cent (50%) of the net portion of taxes imposed by the State of Illinois for distribution to the Village pursuant to the Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.* and the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.* and which are collected by the State from the Developer from sales by Caputo's New Farm Produce Carol Stream, Inc. on or within the Redevelopment Parcel and distributed to the Village, less the Village's ten percent (10%) contribution to the TIF Fund as provided and required by Section 11-74.4-8 of the Act which shall be

contributed from such taxes. The term Sales Tax Revenue shall not include any other taxes imposed by the Village or received by the Village from the State of Illinois ("State") or otherwise, however, in the event that the Retailers' Occupation Tax Act or the Service Occupation Tax Act are repealed, the term Sales Tax Revenue shall include any tax that the Illinois Legislature enacts in replacement of, in whole or in part, the Retailers' Occupation Tax Act or the Service Occupation Tax Act. If a governmental or legislative body enacts any law or statute which results in any material changes or amendments to the foregoing sales tax provisions, which changes or amendments prohibit the Village from complying with this Agreement or which materially and adversely affect the Village's ability to comply herewith, then the Village and Developer will re-evaluate the incentive to be provided and may elect to amend the incentives and inducements set forth herein.

T. **"TIF Fund"** means the special tax allocation fund of the Village consisting solely of the Incremental Property Taxes from the Redevelopment Parcel.

U. **"TIF Ordinances"** means those Ordinances referenced in subsection I.C. above.

V. **"Uncontrollable Circumstance"** means any event which:

1. is beyond the reasonable control of and without the fault of the Party relying thereon; and

2. is one or more of the following events:

- a. a Change in Law;
- b. insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
- c. epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, extraordinary weather condition or other similar acts of God;
- d. governmental condemnation or taking other than by the Village;
- e. strikes or labor disputes, or work stoppages not initiated by the Developer;
- f. unreasonable delay in the issuance of building or other permits or approvals by the Village or other governmental authorities having jurisdiction other than the Village;

- g. shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;
- h. unknown or unforeseeable geo-technical or environmental conditions;
- i. major environmental disturbances;
- j. vandalism; or
- k. terrorist acts.

Uncontrollable Circumstance shall not include: economic hardship; unavailability of materials (except as described in subsection 2.g. above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

For each day that the Village or the Developer is delayed by an Uncontrollable Circumstance, the dates set forth in the Agreement shall be extended by one (1) day for each day of the resulting delay

W "Village" means the Village of Carol Stream, Illinois, an Illinois home rule municipal corporation.

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.
- B. Pronouns include both singular and plural and cover all genders.
- C. The word "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".
- D. 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.
- E. 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.

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F. 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.

G. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Developer in a different manner, Developer hereby designates Robertino Presta, a Manager of the Developer, as its authorized representative 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 Developer and with the effect of binding Developer in that connection (such individual being an "Authorized Developer Representative"). Developer shall have the right to change its authorized Developer Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section XII B

IV. DEVELOPMENT OF THE REDEVELOPMENT PARCEL

A. Acquisition of Property.

Developer hereby represents and warrants that it has acquired the Property which includes the Redevelopment Parcel.

B. Development Approvals.

Developer has received the following approvals from the Village in connection with the Project:

1. An Amendment to a Special Use Permit for Planned Unit Development;
2. Final Planned Unit Development Plan for the Phase I improvements;
3. A Special Use Permit for Retail Sales Ancillary to a Principal Industrial Use;
4. A Special Use Permit for Outdoor Activities and Operations for the proposed outdoor dining area and outdoor merchandise displays;
5. North Avenue Corridor Review; and
6. Sign Code Variations.

Within three (3) months after the Effective Date of this Agreement, Developer agrees to apply for all remaining necessary permits and approvals, from all governmental agencies having applicable jurisdiction as may be required to actually commence construction of the Project.

The Developer shall develop the Redevelopment Parcel and the Project, subject to and in substantial conformance with the Final Plans, the Final Approvals and this Agreement. The Developer shall obtain approval of the Project, in accordance with the rules, regulations and ordinances of the Village including, but not limited to, the subdivision review process, the engineering review process, construction plan review process, building permit process and the approval of all necessary ordinances required relative to the approval of the Final Plans for the Project, it being understood that the Village, in its capacity as a municipal corporation has sole discretion to approve all plans for development within the Village, and the Village shall not be deemed to have caused a default hereunder or hold any liability for its failure to approve the Final Plans for the Project (the "Final Approvals"). Final Approvals shall be a prerequisite for the issuance of all necessary building permits.

C. Construction Commencement and Completion.

Subject to Uncontrollable Circumstances, the Developer will commence construction of the Project within thirty (30) days after securing Final Approvals and thereafter will diligently pursue completion of the Project. However, if the Project has not been commenced within twelve (12) months after the receipt of the Final Approvals, all such permits, approvals, variances and waivers for the Redevelopment Parcel and Project shall be immediately revoked and of no further force and effect (subject to the notice and cure provisions in this Agreement). Developer shall have the right to apply for a three (3) month extension of the time in which Developer shall have to commence construction pursuant to this Agreement or any permits issued by the Village if market conditions render commencement of such construction economically infeasible. The Village shall not unreasonably withhold approval of such an extension.

The Developer shall proceed with commercially reasonable diligence to complete the Project within two (2) years after issuance of all Final Approvals, which date may be extended only due to Uncontrollable Circumstance and extensions granted pursuant to this subsection C. Commencement of construction of the Project shall be deemed to occur on the date that mass grading on the Redevelopment Parcel or Property commences or the first building permit is issued after Final Approval, whichever occurs first.

The Developer has the following general responsibilities (which are not all inclusive) for the planning, design, development, construction and installation of the Project (with the technical assistance of such qualified outside consultants as the Developer, in its discretion, may retain): providing qualified field personnel for inspecting and reviewing the progress and construction of the Project.

Upon Developer's satisfaction of the requirements for Project Completion and Developer's written request and submission of the Certificate attached hereto as EXHIBIT G, the Village shall, within five (5) business days, certify Project Completion.

D. Governmental Approvals.

The Village agrees to employ reasonable and good faith efforts to cooperate with the Developer to expedite processing and consideration of all applications for any and all permits for the Final Approvals, but in no event shall such review period exceed thirty (30) days, after proper receipt of all necessary documents from Developer, as required by applicable Village ordinances and laws of the State of Illinois. However, a failure to review any applications or permits within said thirty (30) day period shall not constitute approval of such application or Permit.

V. VILLAGE INCENTIVE

A. Amount of Village Incentive.

Subject to the terms, conditions and restrictions of this Agreement and the Act, the Village shall provide to the Developer, or its successors, the amount of Three Million Five Hundred Thousand (\$3,500,000.00) Dollars, with interest as defined in the Note, to be paid solely from the Net Incremental Property Taxes in the TIF Fund and the Sales Tax Revenue (the "Incentive Amount"), which Incentive Amount shall be for the sole purpose of reimbursing the Developer for Eligible Redevelopment Costs which are qualified for payment under this Agreement and applicable law and pursuant to the procedures set forth in Sections B and C below. The Developer acknowledges and understands that the Village is in no way guarantying that there will be sufficient Net Incremental Property Taxes or Sales Tax Revenue to pay the full Incentive Amount. Subject to the terms and conditions of this Agreement, the Village hereby pledges and grants to Developer priority of the Net Incremental Property Taxes and Sales Tax Revenue generated by the Project to fund and pay to Developer the Incentive Amount as provided in this Agreement.

The obligation of the Village to reimburse the Developer for Eligible Redevelopment Costs shall be evidenced by a Note in form attached hereto as **EXHIBIT F**. Such Note shall be at simple interest in the amount of four per cent (4%) per annum on the unpaid balance of the Note for a period of thirteen years from Project Completion. The Village's obligation under the Note shall not constitute a general obligation of the Village and shall be payable only from the revenue sources as set forth in this Section.

It is understood and acknowledged by the Parties that the Incentive Amount shall not take effect nor any interest on the Note begin to accrue, until Project Completion.

In the event Developer petitions for a property index number division for the Property, the Developer shall notify the Village if new property index numbers (PINs) are issued by the County, it being understood that without such information the Village will be unable to calculate and determine the amount of Net Incremental Property Taxes. In the event the Developer does not so notify the Village and the Village is unable to calculate and determine the amount of Net Incremental Property Taxes, the Village's

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obligation to pay interest on the Note and to disburse payments on the Incentive Amount shall be suspended until such time as the Village receives the required information.

In addition to the Incentive Amount, upon Project Completion, the Village shall pay to Developer, within 30 days, the sum of One hundred Forty-Seven Thousand (\$147,000.00) Dollars. Such payment shall be reimbursed to the Village from the Tax Increment Allocation Fund.

B. Payment of Incentive.

From Project Completion, as certified by the Village, and subject to the receipt of Net Incremental Property Taxes and Sales Tax Revenue by the Village, Uncontrollable Circumstances, and the Developer's compliance with the terms of this Agreement and the Note, the Village shall be obligated to commence payments under the Note until the full amount of the principal and any accrued interest has been paid or until the thirteenth anniversary date following Project Completion, whichever occurs first. In the event that the full amount of the principal and any accrued interest have not been paid by the thirteenth anniversary date after Project Completion, the Village shall make payments, from Net Incremental Property Taxes only, for a period of an additional two (2) years thereafter or until the amount of any outstanding principal and any accrued interest is paid, whichever occurs first. No additional interest shall accrue on the unpaid balance of the Note during said two (2) year period. The Note shall be cancelled automatically on the fifteenth anniversary date of Project Completion, even if the sum of all payments received by Developer on or prior to said date, does not satisfy in full the principal balance of the Note and all amounts of accrued interest then due on the Note. From and after Project Completion, the Village shall calculate and pay interest that may be due on the Note semi-annually on December 31st and June 30th of each year (the "Disbursement Dates" and individually a "Disbursement Date"). Interest shall be calculated based upon the outstanding principal amount of the Note on the semi-annual Disbursement Dates. Interest on the Note shall be simple and calculated on a per diem basis from Project Completion or the last Disbursement Date. To the extent to which there is Net Incremental Property Taxes and Sales Tax Revenue at the time of each Disbursement Date, the Village shall pay interest on and principal of the Note for the duration of the Note on a Disbursement Date. Annual payments made to the Developer from Net Incremental Property Taxes and Sales Tax Revenue shall be applied in the following order: (i) unpaid interest from any prior period, (ii) current interest, and (iii) principal of the Note. In the event Net Incremental Property Taxes and Sales Tax Revenue is insufficient to pay interest on the Note, the unpaid interest shall have first payment position the next following Disbursement Date, and unpaid interest does not accrue to principal on which interest is calculated. Examples of the application of payments are set forth in EXHIBIT H attached hereto.

It is expressly acknowledged and understood by the Developer that the Village is in no way guarantying that there will be sufficient Net Incremental Property Taxes or Sales

Tax Revenue to pay the full Incentive Amount and that the Village shall not be obligated in any manner to make any attempt to extend the term of the Note, the Redevelopment Project Area or this Agreement.

C. Suspension of Payments and Interest Accrual.

1. Notwithstanding anything to the contrary, in the event that the Developer is in default of the terms or conditions of this Agreement, the Village shall have no obligation to make payments under the terms of this Agreement and the Note, interest on the Incentive Amount and the Note shall not accrue, and all rights of the Developer to demand any current or future payment or the accrual of interest shall be deemed waived until such default is corrected, and all other obligations on the part of the Village arising pursuant to this Agreement shall be suspended and without further force and effect until such default is so corrected within the applicable cure period.
2. Subject to Uncontrollable Circumstances, in the event that the Developer fails to achieve Project Completion within two (2) years of the Final Approvals, or on such other later date as may be agreed upon by and between the Village and the Developer, then the Developer shall be in default hereunder and all obligations on the part of the Village to make any payments to the Developer pursuant to this Section V shall terminate and neither the Village nor the Developer shall have any further obligations with regard to the Project.

VI. SPECIAL COVENANTS AND OBLIGATIONS OF THE DEVELOPER

A. Developer Existence.

Developer shall preserve and keep in force and affect its legal existence and legal standing as an Illinois corporation and Illinois limited liability corporation, for the full term of this Agreement and shall obtain and keep in force and affect all governmental permits and certifications necessary to conduct its business upon the Redevelopment Parcel.

B. Developer's Development Obligations.

1. Subject to Uncontrollable Circumstances, the Developer shall cause the construction of the Project to be prosecuted and completed pursuant to the terms hereof with commercially reasonable due diligence, in good faith and without delay.

2. The Developer shall complete the Project in a good and workmanlike manner in accordance with all applicable federal, state and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning, building, electric, plumbing and fire codes, environmental laws regulations and orders and any other applicable codes and

ordinances of the Village which are in effect from time to time and the issuance of each building permit.

3. The Developer shall grant, dedicate or convey all rights-of-way and easements on the Property in order to provide all required subdivision improvements or public improvements as shown on the Final Plans.

4. The Developer shall convey title to all public improvements (as delineated in the Village codes and ordinances, by appropriate instruments of conveyance.

5. Developer shall meet with the Corporate Authorities or Village staff as reasonably requested by the Mayor in order to keep the Village apprised of the progress of the construction of the Project.

C. Real Estate Taxes.

The Developer shall pay, when due, any and all real estate taxes and special assessments on the Redevelopment Parcel.

D. Sales Taxes.

1. The Developer shall collect and promptly pay or cause to be paid as the same become due, any and all Sales Taxes that shall be due from sales from the Project.

2. The Developer shall obtain, execute and provide to the Village, for the purpose of determining Sales Tax Revenue only and for no other purpose, an Illinois Department of Revenue Form PTAX-1002-21, Authorization to Release Sales Tax Information to Local Governments and a power of attorney letter authorizing the Illinois Department of Revenue to release any and all gross revenue and sales tax information on a monthly basis with respect to the Developer's operations on or within the Redevelopment Parcel while this Agreement is in effect. In addition to said form, the Developer shall prepare and submit such other or additional form(s) as may be required from time to time by the Illinois Department of Revenue in order to release such information to the Village.

E. Operation of Business.

The Developer, its successor and/or assigns shall, for the full term of this Agreement, maintain and operate an Angelo Caputo's Fresh Farms Market full service retail grocery facility of at least 70,000 square feet and an approximately 242,000 square foot warehouse, office and distribution facility for Caputo's regional wholesale and retail food and grocery businesses upon the Redevelopment Parcel.

F. Further Assistance and Corrective Instruments.

The Developer and the Village each 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 facilitating the performance of this Agreement to the extent legally permitted and within the Village's and the Developer's sound legal discretion.

G. Disclosure.

Concurrently with execution of this Agreement, Developer shall disclose to the Village the names, addresses and ownership interests of all Persons that have an ownership interest in the Developer, together with such supporting documentation that may be reasonably requested by the Village. Developer further agrees to notify the Village throughout the term of this Agreement of the names, addresses and ownership interests of any new owners of the Developer, within seven (7) days of any such change.

H. Certifications.

The Developer further certifies that:

1. It is not barred from contracting with any unit of state or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 3E-4)
2. It shall comply with the Illinois Drug Free Work Place Act to the extent such Act is applicable to the Developer or the Project.
3. It shall comply with the Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights, to the extent such Act and Regulations are applicable to the Developer or the Project.
4. It shall comply with the Americans with Disabilities Act and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 *et seq.*) to the extent such Acts are applicable to the Developer or the Project.
5. Any construction contracts entered into by the Developer relating to the construction of the Project shall require all contractors and subcontractors to comply with the Illinois Human Rights Act, to the extent such Act is applicable to the Developer or the Project.

6. With respect to the Project, the Developer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
7. The Developer shall comply with the Illinois Prevailing Wage Act to the extent such Act is applicable to the Developer or the Project.
8. Any lawsuit or complaint of a violation of law relative to this Agreement or the Project shall be immediately forwarded to the Village Manager.
9. Neither Developer nor any officer, stockholder, employee or agent of Developer, or any other person associated with Developer, has made, offered, given, either directly or indirectly, to any member of the corporate authorities of the Village, or any officer, employee, or agent of 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.

VII. DEVELOPER'S REPRESENTATIONS AND WARRANTIES

The Developer represents and warrants that:

- A. The Project requires economic assistance from the Village in order to complete the Project and that but for the economic assistance as provided in this Agreement, the Project as contemplated would not be economically viable nor would the funds necessary for its completion be made available.
- B. It is a duly organized and validly existing corporation and limited liability corporation under the laws of the State of Illinois. The Developer has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement and this Agreement has been duly executed and delivered by authorized members of the Developer and is legally binding upon and enforceable against the Developer in accordance with its terms.
- C. The Developer is not a party to any contract or agreement or subject to any charter, operating agreement, article of organization or other limited liability company restriction which materially and adversely affects its business, property or assets, or financial condition. Neither the execution and delivery of this Agreement nor compliance with the terms of this Agreement will conflict with, or result in any breach of the terms, conditions or restrictions of, or constitute a default under, or result in any violation of, or result in the creation of any liens upon the properties or assets of the Developer pursuant to, the operating agreement or articles of incorporation of the Developer, any award of any arbitrator or any agreement (including any agreement with members), instrument, order, judgment, decree, statute, law, rule or regulation to which the Developer is subject.

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D. There is no action, suit, investigation or proceeding pending, or to the knowledge of the Developer, threatened against or affecting the Developer, at law or in equity, or before any court, arbitrator, or administrative or governmental body, nor has the Developer received notice in respect of, nor does it have any knowledge of, any default with respect to any judgment, order, writ, injunction, or decree of any court, governmental authority or arbitration board or tribunal, which in either case might reasonably be expected to result in any material adverse change in the business, condition (financial or otherwise) or operations of the Developer or the ability of the Developer to perform its obligations under this Agreement.

E. The execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action.

F. The Developer has, or is able to obtain, sufficient funds to implement and complete the Developer's obligations contained in this Agreement.

G. Prior to Project Completion, the Developer shall not default or permit a continuing default under any document or agreement relating to the financing of the Project and any documentation executed and delivered in connection with any financing or loans for the Project.

H. The Developer has furnished to the Village an estimated Project Budget showing total Project Costs for the Project in an amount of Thirty million, three hundred forty-one thousand, four hundred and fifty-six dollars (\$30,341,456.00). The Developer certifies that, as of the date hereof, the Project Budget is true, correct and complete to the best of the Developer's knowledge, in all material respects. The Project Budget is set forth on EXHIBIT D attached hereto. The Developer shall not make any Material Changes (as defined hereinafter) with respect to the Project Budget without the written approval of the Village. Material Changes shall be defined as any changes to the Project Budget that, in the aggregate, result in a reduction in the total Project Budget by five percent (5%) or more.

VIII. VILLAGE REPRESENTATIONS AND WARRANTIES

The Village represents and warrants that:

A. The Village is a municipal corporation under the laws of the State of Illinois with power and authority under its home rule powers and the Act to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

B. To the best of its knowledge and belief, the execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in any breach of, or constitute a default under, any agreement, contract, lease, mortgage, indenture, deed of trust or other instrument to which the Village is a party, nor violate any federal, state or local ordinance or statute.

C. There is no action, suit or proceeding pending, or to the knowledge of the Village threatened, against or affecting the Village, at law or in equity, or before any governmental authority which, if adversely determined, would impair the Village's ability to perform its obligations under this Agreement.

D. All actions of the Mayor and Board of Trustees of the Village required to be taken to authorize execution of this Agreement have been validly and duly taken in accordance with law and the officers of the Village signing this Agreement have been duly authorized to execute this Agreement on behalf of the Village.

E. Until such time as the principal and interest payments due under the Note have been made or the termination of its obligations under this Agreement, whichever occurs first, and so long as the Developer is not in default of the terms of this Agreement, the Village (1) will not pledge or apply any portion of the Sales Tax Revenue or the Net Incremental Real Estate Taxes to any other purpose or payment of any other obligation of the Village other than as required by this Agreement or as set forth herein; (2) will not take any action or omit to take any action that will affect the continued existence of the Net Incremental Real Estate Taxes or the Sales Tax Revenue and (3) will take all reasonable actions in order to receive all Net Incremental Real Estate Taxes and Sales Tax Revenue.

F. The Village represents that there are currently no special assessments in place or contemplated relative to the Property.

IX. INSURANCE

A. The Developer, and any successor in interest to the Developer shall, at all times prior to Project Completion and for at least two (2) years after Project Completion, obtain and continuously maintain insurance on the Redevelopment Parcel and the Project and, shall, on an annual basis during such period, furnish proof to the Village that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and continuously maintain:

1. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy, in an ISO approved policy form, naming the Village and its officers, agents and employees as additional insureds, with limits against bodily injury and property damage of not less than \$5,000,000.00 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.
2. Workers compensation insurance, with statutory coverage.

3. Property and Casualty Insurance in an amount equal to the insurable value of the Project at the date of completion.
4. Builders Risk Insurance, written on the "Builder's Risk – Completed Value Basis" in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion and with coverage available in non-reporting form on the "all risk" form of policy

B. All insurance required in this Section IX. shall be obtained and continuously maintained through responsible insurance companies selected by the Developer or its successors that are authorized under the laws of the State to assume the risks covered by such policies and that are acceptable to the Village. Unless otherwise provided in this Section IX., each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured and the Village at least thirty (30) days before the cancellation or modification becomes effective. Such policy shall contain no provision limiting the carrier's liability for failure to give the insured parties at least thirty (30) days written notice of the cancellation of the policy. Not less than fifteen (15) days prior to the expiration of any policy, the Developer, or its successors or assigns, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section IX. In lieu of separate policies, the Developer or its successors or assigns, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

X. INDEMNIFICATION AND DEFENSE OF TIF

A. Developer, its successors and assigns shall defend, indemnify and hold harmless the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws, (including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees may incur from or on account of Developer's use of the Property, any tests or surveys conducted by the Developer, and the construction of the Project, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a personal injury claim, suit or action and/or any Losses relating to environmental investigation, cleanup, or abatement, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of Developer's or worker's activities at the Property except to the extent that such loss is solely attributable to the negligence of the indemnified parties. It is expressly understood, agreed upon and the specific intent of this Agreement that the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees will at no time assume responsibility or liability for the actions of Developer or any of the workers or other persons on the Property. As

between the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees and Developer, Developer shall at all times be held solely responsible to all persons on the Property present there because of the Project and construction and development thereon. Developer and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, for any claim, suit or action, whether or not well founded in fact or in law, which Developer and the workers have, or may have, arising out of the Project.

B. In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement, or payments to be made hereunder, are contrary to law, or in the event that the legitimacy of the TIF Ordinances are otherwise challenged before a court or governmental agency having jurisdiction thereof and such challenge would affect the payments to be made under this Agreement, the Village shall at its sole cost defend the integrity of the TIF Ordinances and this Agreement unless such challenge is as a direct result of the acts or omissions of the Developer. The Developer shall fully cooperate with the Village in connection with the foregoing.

In the event of an adverse lower court or agency ruling, payments shall be suspended during the pendency of any appeal thereof, but such payments shall be reinstated retroactively if such adverse ruling is reversed by the reviewing court or agency. The Village shall not seek to set aside, or otherwise challenge, its obligations under this Agreement during the pendency of any appeal. In the event of the entry of a order (and upon the exhaustion of any right to appeal) which declares that this Agreement or the payments to be made hereunder, or the enactment of the TIF Ordinances are contrary to law, the obligations under this Agreement and the Note shall terminate. Should such order require the Village to reimburse applicable taxing districts any amounts previously paid to Developer, the Developer shall repay such amounts to the Village.

XI. REMEDIES FOR BREACH OF AGREEMENT

A. Developer Events of Default.

Subject to failure to cure such default within the time and manner provided herein, the following shall be Events of Default with respect to this Agreement:

- 1 If any material representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to the Village pursuant to or in connection with any of said documents, shall be untrue or incorrect in any material respect as of the date made.

2. Failure to comply with any material term, provision or condition of this Agreement.
3. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.
4. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others and not dismissed within thirty (30) consecutive days.
5. Developer fails to commence work on the Project as required herein or abandons the Project on the Redevelopment Parcel. Abandonment shall be deemed to have occurred when work stops on the Redevelopment Parcel for more than seventy-five (75) consecutive days for any reason other than (i) Uncontrollable Circumstances; or (ii) action taken by the Village.
6. Subject to Uncontrollable Circumstances, Developer fails, for a continuous period of not less than thirty (30) days, to operate a Caputo's Fresh Farms Market full service retail grocery facility of at least 70,000 square feet and warehouse, office and regional distribution facilities for Caputo's regional wholesale and retail food and grocery businesses of at least 242,000 square feet upon the Redevelopment Parcel during the term of this Agreement.
7. It is determined by a court of competent jurisdiction, that the Developer has violated any federal laws, state laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

B. Village Events of Default.

The following shall be Events of Default with respect to this Agreement:

1. If any representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made.
2. Default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Village.
3. Default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; including but not limited to failure by the Village to make any reimbursement or payment required pursuant to Section V. of this Agreement.

C. Right to Cure.

In the event of any default under or violation of this Agreement, the Party not in default or violation shall serve written notice upon the Party in default or violation, which notice shall be in writing and shall specify the particular violation or default. Except as otherwise expressly provided herein, the Parties reserve the right to cure any violation of this Agreement or default hereunder within thirty (30) days following written notice of such default. If such default is so cured within said thirty (30) day period, all terms and conditions of this Agreement shall remain in full force and effect. If the Party cannot cure a default or violation hereof within said thirty (30) day period, then the other Party shall grant a reasonable extension of the cure period, said extension not to exceed thirty (30) days, provided that the Party in default or violation is diligently pursuing completion and/or cure and tenders proof of such diligence to the non-defaulting Party. The non-defaulting Party may, at its sole discretion, grant additional extensions beyond the aforementioned thirty (30) day extension period as may, in the sole discretion of the non-defaulting Party, be reasonably necessary to cure said default.

D. Remedies for Default.

In the case of an Event of Default hereunder:

1. The defaulting Party shall, upon written notice (in accordance with the notice and cure provisions of this Agreement) from the non-defaulting party, take immediate action to cure or remedy such Event of Default. If

any Event of Default is not cured as provided for herein, unless extended by mutual agreement, then:

a. Upon the occurrence of a default by the Developer as hereinabove set forth, the Village, in its sole and absolute discretion, subject to the notice and cure provisions set forth herein, shall be permitted to: (a) terminate this Agreement and in such case, the obligations on the part of the Village shall be immediately canceled, become null and void, and be without any force or effect; or (b) institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, an action to restrain any such default or breach of obligations, an action to compel specific performance, or any action at law or in equity. Except as otherwise set forth in this Agreement, the rights and remedies set forth herein, whether provided by law or this Agreement, shall be cumulative and the exercise by Village of any one or more such remedies shall not preclude the exercise by it at the same time or different times of any other remedies for the same default or breach by the Developer.

b. Upon the occurrence of a default by the Village as hereinabove set forth, the Developer, in its sole and absolute discretion, subject to the notice and cure provisions set forth herein, unless otherwise provided herein, shall be permitted to: (a) terminate this Agreement and in such case, the obligations on the part of the Developer shall be immediately cancelled, become null and void, and be without any force or effect; or (b) institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, an action to restrain any such default or breach of obligations, an action to compel specific performance, or any action at law or in equity. Except as otherwise set forth in this Agreement, the rights and remedies set forth herein, whether provided by law or this Agreement, shall be cumulative and the exercise by Developer of any one or more such remedies shall not preclude the exercise by it at the same time or different times of any other remedies for the same default or breach by the Village.

2. In case the Developer and/or the Village shall have proceeded to enforce their rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village shall continue as though no such proceedings had been taken.

E. No Waiver by Delay or Otherwise.

Any delay by either 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 neither Party should 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, or 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. 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.

G. 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.

XII. MISCELLANEOUS PROVISIONS

A. Cancellation.

In the event the Developer 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 Developer's duty to build the Project, by a Change in Law, 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 Developer 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 within sixty (60) days after such final decision or amendment. If the Village terminates this Agreement pursuant to this subsection A, its duties, obligations and liability under

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the Note shall also terminate, except for accrued but unpaid Net Incremental Property Taxes and Sales Tax Revenue, but only to the extent that the payment of accrued but unpaid Net Incremental Property Taxes and Sales Tax Revenue is lawful. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to Developer for buildings 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) overnight courier, or (3) registered or certified mail, postage prepaid, return receipt requested.

If to Village: Village Manager
Village of Carol Stream
500 North Gary Avenue
Carol Stream, Illinois 60188

With a copy to: Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attention: James A. Rhodes

If to Developer: 520 East North Avenue, LLC
520 East North Avenue
Carol Stream, Illinois 60188

and

Angelo Caputo's Fresh Markets, Inc.
520 East North Avenue
Carol Stream, Illinois 60188

With a copy to: Nicholas Peppers
Storino, Ramello & Durkin
9501 W Devon Avenue, 8th Fl.
Rosemont, Illinois 60018

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.

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C. Time is of the Essence.

Time is of the essence of this Agreement.

D. Counterparts.

This Agreement may be executed in two (2) counterparts, each of which shall be an original and each of which shall constitute but one and the same Agreement.

E. Recordation of Agreement.

The Parties agree to record a memorandum of this Agreement, executed by the then current owners of the Redevelopment Parcel in the appropriate land or governmental records. Developer shall pay the recording charges. The memorandum shall include language indicating that it is self-releasing upon the expiration of the term of this Agreement provided that there are no outstanding defaults of which either party has provided notice to the other party, at such time.

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 Du Page County, Illinois.

H. Entire Contract and Amendments.

This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and Developer, 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 Developer, nor is anything in this Agreement intended to relieve or

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discharge the obligation or liability of any third persons to either the Village or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

J. Cooperation and Further Assurances.

The Village and Developer 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 Developer 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.

K. 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 person to create the relationship of a partnership, agency or joint venture between or among such Parties.

L. 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.

M. Term.

The term of this Agreement shall commence on the Effective Date above written and terminate upon the earlier of (i) full repayment of the Note or (ii) on the fifteenth year anniversary of Project Completion, unless terminated earlier by one of the Parties in accordance with the terms of the Agreement, after which the Agreement shall thereafter immediately terminate and without further action of the Parties be of no further force or effect.

N. Estoppel Certificates.

Each of the Parties hereto agrees to provide the other, upon not less than ten (10) business 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 such Parties 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, it 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.

O. Assignment.

Except as provided in this Section O, this Agreement and the rights and obligations hereunder are not assignable by the Developer and any such assignment shall constitute a default of this Agreement. The Developer may however, solely for the purpose of obtaining financing for the Project, provide a collateral assignment of this Agreement or the Note initially to Royal Bank of Scotland, or any successor or subsequent lender (the "Lender") as collateral security for a Project loan.

However, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if the Lender accepts an assignment of Developer's interest under this Agreement, it automatically accepts not only the Developer's rights hereunder but also all of Developer's obligations hereunder. However, if the Lender does not expressly accept an assignment of Developer's interest hereunder, the Lender shall be entitled to no rights and benefits under this Agreement. The foregoing (Lender's lack of expressly accepting an assignment) shall apply whether the succession is by foreclosure or deed in lieu of foreclosure or any other remedy.

With respect to a mortgage to which the Village has not consented in writing, if that mortgagee or any other party shall succeed to Developer's interest in the Redevelopment Parcel or any portion of it and in conjunction with such succession accepts an assignment of Developer's interest in the Redevelopment Parcel, the Village shall not be obligated to recognize such party as the successor in interest to Developer under this Agreement. Unless and until the Village accepts, in writing, such Party as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement. The foregoing shall apply whether the succession is by foreclosure or deed in lieu of foreclosure or any other remedy.

Neither Developer's making of a collateral assignment of its interest under this Agreement to the Lender, nor the exercise by the Lender of any of its remedies, shall constitute an acceptance by the Lender or any other party of such assignment. Such Lender or other party shall not be deemed to have accepted such assignment until such time as such Lender or other party has executed and delivered to the Village a written acceptance of such assignment. In the absence of such acceptance, the Lender shall have no rights or benefits under this Agreement.

If a default by Developer under this Agreement occurs and Developer does not cure it within the cure period that applies to Developer under this Agreement, then the Village shall promptly give the Lender, a notice of expiration of such cure period (the "Cure Period Expiration Notice"). The Lender shall have the right, but not the duty, to perform any obligation of Developer under this Agreement and to cure any default. The Lender

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shall have thirty days after receipt of the Cure Period Expiration Notice to cure such default. However, with respect to any default by Developer, the cure of which requires the Lender to possess and control the Redevelopment Parcel, if the Lender undertakes, by written notice to the Village within thirty days after receipt of the Cure Period Expiration Notice, to exercise reasonable efforts to cure such default, the Lender's cure period shall continue for such additional time as may reasonably be required to obtain possession and control of the Redevelopment Parcel and thereafter cure the default within one hundred and twenty days. The Lender may abandon exercise of its cure rights without liability to the Village or any other party provided it gives the Village express written notice that it is so abandoning exercise of its cure rights. The Village shall accept cure by the Lender in fulfillment of Developer's obligations, for the account of Developer and with the same force and effect as if performed by Developer.

It is understood and acknowledged that, irrespective of any Lender remedies, the Redevelopment Parcel may not be developed, redeveloped, completed or maintained except in accordance with this Agreement. This restriction shall attach to and run with the land whether or not a Lender or any other entity holding an interest in the Redevelopment Parcel accepts the assignment of this Agreement. Notwithstanding anything in this Agreement or any other document to the contrary and irrespective of the underlying zoning of the Redevelopment Parcel, it is the intent of the Parties that any successor in interest to Developer shall have only the development rights accorded by this Agreement and any approvals or permits issued pursuant to it. Further, each and every covenant, dependent or independent, and each and every obligation of this Agreement shall encumber such development.

Moreover, if the Lender, mortgagee or other party thereafter seeks to sell, transfer, assign, or otherwise dispose of the Redevelopment Parcel and/or the Project, any such sale, transfer, assignment or disposition shall be governed by the provisions of this Section.

P. No Individual or Personal Liability.

Notwithstanding any other statement in this Agreement, the Parties agree that the representations made by the Village in this Agreement and incentives offered in this Article are made on behalf of the Village only, and that the Mayor and Board of Trustees and any Village employee or agent who have made any such representations personally, are not parties to this Agreement, and shall incur no personal liability in conjunction with this Agreement.

Q. Disclosure.

In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the parties, the Developer or an authorized managing member thereof shall submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who shall obtain any interest, real or personal, in the Project, and every

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shareholder entitled to receive more than 7½% of the total distributable income of any corporation after having obtained such an interest in the Project or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the Developer or its managing agent that there is no readily known individual who shall obtain a greater than 7½% percent interest, real or personal, in the Developer or the Project. The sworn affidavit shall be substantially similar to the one described in **EXHIBIT I** attached hereto and made a part of this Agreement. Said affidavit shall be updated, as necessary.

R. Exhibits.

The following exhibits are attached hereto and made a part hereof or incorporated herein by reference and made a part hereof:

- Exhibit A:** Legal Description Redevelopment Project Area
- Exhibit B:** Legal Description of Property
- Exhibit C:** Legal Description of Redevelopment Parcel
- Exhibit D:** Project Costs
- Exhibit E:** Initial EAV
- Exhibit F:** Note
- Exhibit G:** Developer Certification
- Exhibit H:** Payment Application Example
- Exhibit I:** Disclosure Affidavit

S. Drafter Bias.

The Parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the Parties, both of which are represented by independent counsel and that this Agreement is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, neither of the Parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

T. Effective Date.

The Effective Date for this Agreement shall be the day on which this Agreement is approved by the Village, with said date being inserted on page 1 hereof.

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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 CAROL STREAM
an Illinois home rule municipal corporation

ATTEST:

By: Frank Savarino SR
Mayor

By: Beth D. D'Alary
Village Clerk

DEVELOPER: 520 EAST NORTH AVENUE, LLC

ATTEST:

By: [Signature]
ROBERTINO PRESTA
Print Name

By: _____

Print Name

Its: MANAGER
CAG TO'S NEW FARM PRODUCE

Its: _____

By: [Signature]
ROBERTINO PRESTA
Print Name

CAROL
STREAM,
ILL.

Its: VICE PRESIDENT

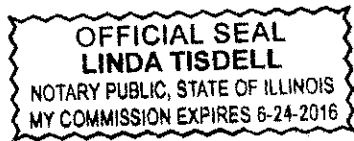
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ACKNOWLEDGMENT

State of Illinois)
) SS
County of Du Page)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Frank Saverino, Sr. and Beth Melody, personally known to me to be the Mayor and Village Clerk of the Village of Carol Stream, 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 Mayor 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 Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 18 day of July,
2017³



Linda Tisdell
Notary Public

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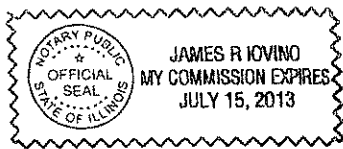
ACKNOWLEDGMENT

State of Illinois)
County of DePue) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that R. F. [unclear] and R. P. [unclear] personally known to me to be the Manager and Vice Pres. of Caputo's New Farm Produce Carol Stream, Inc. 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 Secretary, they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 8TH day of JULY 2012.

[Signature]
Notary Public

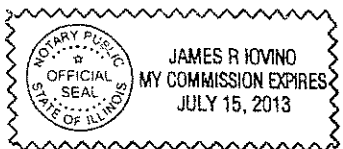


State of Illinois)
County of DePue) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that T. [unclear], personally known to me to be the Manager of 520 East North Avenue, LLC, 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 Manager, 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 Members of said Company, as their free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 8TH day of JULY 2012.

[Signature]
Notary Public



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EXHIBIT A

**Carol Stream North Avenue and Schmale Road TIF District
Legal Description**

LOTS 1 AND 2 IN DUDA'S FIRST RESUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

LOTS 1 AND 2 (EXCEPT THAT PART OF SAID LOTS 1 AND 2 THAT IS LOCATED IN THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS) IN SMURFIT STONE SUBDIVISION OF PART OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

LOT 4 IN CONTAINER CORPORATION OF AMERICA PLAT OF LOT 4, BEING A PART OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 29, 1985 AS DOCUMENT R 85-72067, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT A POINT ON THE SOUTH LINE OF CONTAINER CORPORATION OF AMERICA PLAT OF LOT 3 WHICH IS ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE AID ROUTE 36 (SCHMALE ROAD) (SAID PLAT HAVING BEEN RECORDED ON NOVEMBER 10, 1969 AS DOCUMENT R69-48794, IN DUPAGE COUNTY, ILLINOIS) AND RUNNING THENCE SOUTH 3 DEGREES 09 MINUTES 36 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 154.85 FEET TO THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF THE COMMONWEALTH EDISON COMPANY; THENCE SOUTH 87 DEGREES 26 MINUTES 52 SECONDS WEST ALONG SAID NORTHERLY LINE, 737.07 FEET TO THE NORTHWEST CORNER OF SAID RIGHT-OF-WAY; THENCE SOUTH 3 DEGREES 31 MINUTES 04 SECONDS EAST, 117.02 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 87 DEGREES 26 MINUTES 52 SECONDS WEST ALONG SAID NORTHERLY LINE, 35.94 FEET TO THE EAST LINE OF MARIE I HUSKA'S PLAT OF SURVEY; THENCE NORTH 5 DEGREES 32 MINUTES 19 SECONDS WEST ALONG SAID EAST LINE, 274.93 FEET TO THE NORTHEAST CORNER THEREOF (BEING ON THE SAID SOUTH LINE OF CONTAINER CORPORATION OF AMERICA PLAT OF LOT 3); THENCE NORTH 87 DEGREES 38 MINUTES 45 SECONDS EAST ALONG SAID SOUTH LINE, 158.04 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 302.94 FEET, A LONG CHORD BEARING OF NORTH 69 DEGREES 37 MINUTES 32 SECONDS EAST, AND A LONG CHORD LENGTH OF 119.77 FEET. FOR AN ARC DISTANCE OF 120.56 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 00 SECONDS EAST, 511.99 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF STATE AID ROUTE 36 (SCHMALE ROAD); THENCE SOUTH 03 DEGREES 09 MINUTES 36 SECONDS EAST ALONG SAID WESTERLY LINE, 16.17 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF DUPAGE, IN THE STATE OF ILLINOIS.

ALONG WITH THAT PORTION OF SCHMALE ROAD LOCATED ADJACENT THERETO;

PINs. 05-04-100-006 and -007 05-04-101-009, -015 and -016.

Common Addresses: 400, 450, and 500 to 550 East North Avenue;
and 200 S. Schmale Road, Carol Stream, Illinois.

305907_3

North Ave / Schmale Rd TIF
Unit Code 022/032/32

EXHIBIT B
LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1:

Lot 1 in Duda's First Resubdivision, being a resubdivision of part of the southwest quarter of Section 33, Township 40 North, Range 10, East of the Third Principal Meridian, and part of the northwest ¼ of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded July 6, 2006, as Document R2006-128930, in DuPage County, Illinois.

Permanent Index Number: 05-04-101-015

Parcel 1A:

Lot 2 in Duda's First Resubdivision, being a resubdivision of part of the southwest ¼ of Section 33, Township 40 North, Range 10, East of the Third Principal Meridian, and part of the northwest ¼ of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded July 6, 2006, as Document R2006-128930, in DuPage County, Illinois.

Permanent Index Number: 05-04-101-016

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EXHIBIT C
LEGAL DESCRIPTION OF THE REDEVELOPMENT PARCEL

Lot 2 in Duda's First Resubdivision, being a resubdivision of part of the southwest ¼ of Section 33, Township 40 North, Range 10, East of the Third Principal Meridian, and part of the northwest ¼ of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded July 6, 2006, as Document R2006-128930, in DuPage County, Illinois.

Permanent Index Number: 05-04-101-016

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**EXHIBIT D
PROJECT COSTS**

Phase 1: Caputo's Retail, Warehouse & Distribution
Carol Stream Marketplace
Carol Stream, Illinois

USES OF FUNDS	Phase 1 Development Cost (1)
Land	
Lot 1 (Land for Outlots, Phase 2)	\$0
Lot 2 (Land and Existing Structure, Phase 1)	\$9,505,000
Closing Costs	\$448,998
Interest Carry (see Interest Expense below) *	\$0
TOTAL	\$9,953,998
Site Preparation Costs	
Off-Site/ Public R.O.W (Public Benefit)	
North Ave R.O.W (traffic light, ingress/egress)	\$90,000
Schmale R.O.W (sidewalk, ingress/egress)	\$225,000
Landscaping (incl. removal of curb cuts)	\$165,000
Village Monument Signage	\$0
Contingencies	\$18,085
Sub-Total Off-Site Costs	\$498,085
On-Site: Caputo's	
Site Work	\$524,277
Asphalt: Circulation, Parking and Striping	\$392,655
Streetscape: Lighting, benches, trash - abv std	\$554,508
Landscaping	\$115,935
Brick Paving	\$125,000
Contingencies	\$79,575
Sub-Total On-Site: Caputo's	\$1,791,879
On-Site: Outlots	
Site Work	\$0
Asphalt: Circulation, Parking and Striping	\$0
Streetscape: Lighting, benches, trash - abv std	\$0
Landscaping	\$0
Contingencies	\$0
Sub-Total On-Site: Outlots	\$0
Utilities (Outlots)	
Site Utilities	\$0
Water & Sewer Taps	\$0
Contingencies	\$0
Sub-Total Utilities (Outlots)	\$0
Sub-Total Site Preparation Costs	\$2,289,963
Hard Construction Costs	
Improvements Constructed by 820 ENA LLC	
Warehouse & Office	\$8,221,500
Caputo's Grocery Store	\$6,524,000
Outlots (To Be Determined)	\$0
Sub-Total On-Site	\$14,745,500
Total Land, Site & Hard Costs	\$26,989,461

North Ave/Schmale Red TIF
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**EXHIBIT D
PROJECT COSTS**

Phase I: Caputo's Retail, Warehouse & Distribution
Carol Stream Marketplace
Carol Stream, Illinois

USES OF FUNDS

Soft Costs: [2]

		Phase I Development Cost [1]
Public Benefit (R.O.W. improvements)		
Civil Engineer, Landscape Architect, Plans		\$14,945
General Conditions & Overhead		\$7,471
Professional, Marketing, Taxes		
Site Related		
Civil Engineer, Landscape Arch, Plans		\$53,756
General Conditions & Const'n Admin		\$26,878
Utilities Related		
Engineer, Civil, Plans	[2]	\$0 [2]
General Conditions & Const'n Admin	[2]	\$0 [2]
Grocer & Warehouse Related		
Architectural & Engineering, Plans		\$221,182
General Conditions & Const'n Admin		\$221,182
Outlet Building Related (To Be Determined)		
Architectural & Engineering, Plans	[2]	\$0 [2]
General Conditions & Const'n Admin	[2]	\$0 [2]
Legal / Accounting / Consulting		
Contractor Fee	[2]	\$98,000
Compliance Monitoring (RDA & TIF)		\$255,832 [2]
Appraisal & Surveys		\$20,000
Geotechnical & Environmental Soil Testing		\$7,500
Permits & Impact Fees		\$50,000
Leasing Commission		To Be Determined
--On Land Sales		
--Leasing Commission on Caputo's		\$0
Builder's Risk Ins	[2]	\$528,957 [2]
Marketing (excl. Signage)		\$212,343 [2]
Interim RE Taxes & Ins		\$75,000
Development Management Fee	[2]	\$307,057
Sub-Total Soft Costs		\$2,384,398
Finance and Interest Expense		
Title / Const'n Loan / Escrow / Points		\$131,250
Estimated Interest Expense (including carry cost on land)		\$836,350
Sub-Total Finance and Interest Expense		\$967,600
TOTAL USES OF FUNDS		\$3,351,998

- 1 Cost estimates provided by the Developer
- 2 Includes soft costs associated with 320 DIA LLC development activities. Excludes soft costs associated with retail-owned constructed improvements
- 3 Estimated Interest Expense is the interest expense as calculated by the estimated spread of costs. The actual amount may be more or less

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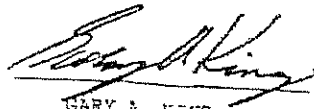
EXHIBIT E
INITIAL LAW

STATE OF ILLINOIS))
) SS
COUNTY OF DU PAGE)

I, GARY A. KING, COUNTY CLERK IN AND FOR THE COUNTY AND STATE AFORESAID, AND KEEPER OF THE RECORDS PERTAINING TO VALUATIONS AND TAXES, DO HEREBY CERTIFY THAT THE TOTAL INITIAL EQUALIZED ASSESSED VALUE OF PROPERTY INDEX NUMBER 05-04-101-016 INCLUDED WITHIN THE BOUNDARIES OF VILLAGE OF CAROL STREAM TIF DISTRICT NUMBER 3 (NORTH AVE AND SCHMALE ROAD), THE LEGAL DESCRIPTION AND MAP ATTACHED, IS THE SUM OF 2,139,740 AS EQUALIZED BY THE ILLINOIS STATE DEPARTMENT OF REVENUE

I DO FURTHER CERTIFY THAT SAID INITIAL EQUALIZED ASSESSED VALUE OF SAID PARCEL NO. 05-04-101-016; THAT THE EQUALIZED ASSESSED VALUE SO USED IN MAKING SUCH DETERMINATION WAS FOR THE YEAR 2010 AS EQUALIZED BY THE DEPARTMENT OF REVENUE FOR THE STATE OF ILLINOIS; AND THAT SUCH VALUE WAS THE MOST RECENTLY ASCERTAINED EQUALIZED ASSESSED VALUE AT THE TIME OF PASSAGE OF THE ORDINANCES OF THE VILLAGE PROVIDING FOR TAX INCREMENT ALLOCATION FINANCING FOR REDEVELOPMENT PROJECTS IN THE AREA, ALL PURSUANT TO THE POWERS OF THE VILLAGE UNDER THE TAX INCREMENT ALLOCATION ACT, AS AMENDED, DIVISION 74.4 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE (65 ILCS 5/11-74.4-1 ET SEQ.).

GIVEN UNDER MY HAND AND THE OFFICIAL SEAL OF MY OFFICE AT WHEATON, ILLINOIS THIS 18TH DAY OF OCTOBER A.D., 2012.


GARY A. KING
DU PAGE COUNTY CLERK

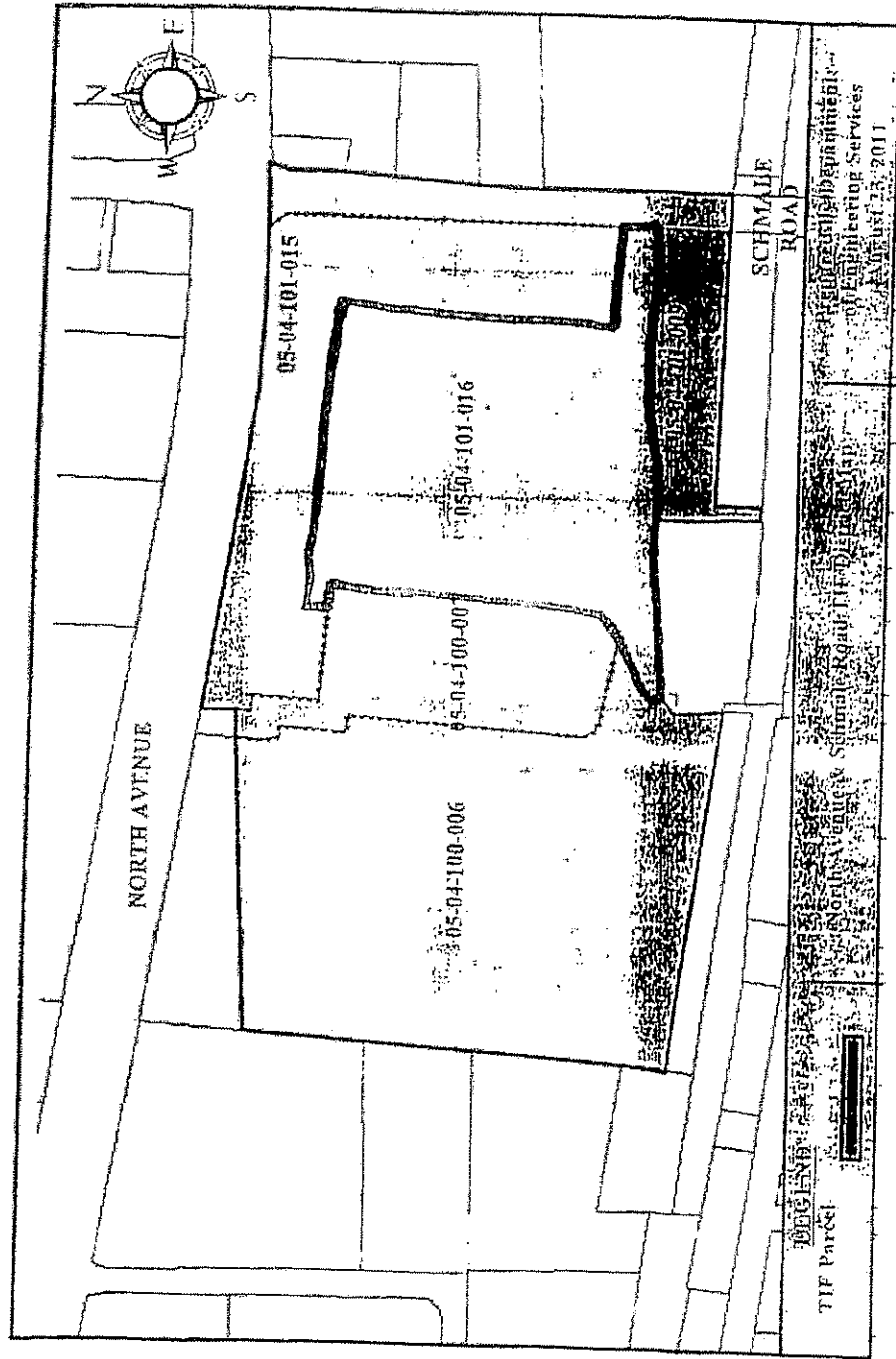
North Ave / Schmale Rd TIF
022/030/32

LEGAL DESCRIPTION

Lot 2 in Duda's First Resubdivision, being a resubdivision of part of the southwest ¼ of Section 33, Township 43 North, Range 10, East of the Third Principal Meridian, and part of the northwest ¼ of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded July 6, 2006, as Document R2006-12B930, in DuPage County, Illinois.

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North Ave / Schmale Rd TIF
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EXHIBIT F

NOTE

VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS
INTEREST BEARING NON-RECOURSE DEVELOPMENT NOTE
[Caputo's New Farm Produce Redevelopment Project within
the North Avenue / Schmale Road Tax Increment Financing District]

Date of Note: _____

Original Principal Balance: \$3,500,000.00

FOR VALUE RECEIVED, THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS (the "Village"), an Illinois municipal corporation, promises to pay to the order of 520 East North Avenue, LLC, an Illinois limited liability corporation and Angelo Caputo's Fresh Produce Carol Stream, Inc., an Illinois corporation (the "Developer") the principal sum of Three million, five hundred thousand and 00/100 Dollars (\$3,500,000.00) pursuant to the Redevelopment Agreement entered into by and between the Village and the Developer, and dated July 15, 2013 (the "Redevelopment Agreement"), together with simple interest on the principal balance outstanding from time to time calculated at the rate of four percent (4%) per annum, with interest beginning to accrue upon the date certified by the Village as Project Completion as defined in said Redevelopment Agreement.

This Development Note is made pursuant to Section V.A. of the Redevelopment Agreement. All terms not defined herein shall have the same meanings given them in the Redevelopment Agreement. In the event of any conflict between the terms of this Development Note and the terms of the Redevelopment Agreement, the Redevelopment Agreement shall control. The terms and conditions of the Redevelopment Agreement are hereby incorporated into this Development Note by this reference thereto as if fully set forth herein. Amounts payable pursuant to this Development Note shall be paid in accordance with the provisions of the Redevelopment Agreement.

1. **Authority.** This Development Note is issued by the Village pursuant to: (i) the exercise of the Village's power and authority as a home rule unit of local government; (ii) the TIF Ordinances as defined in the Redevelopment Agreement; and (iii) an ordinance adopted by the Village on July 15, 2013 and captioned Ordinance No. _____, "AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM AND CAPUTO'S NEW FARM PRODUCE CAROL STREAM INC. AND

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520 EAST NORTH AVENUE, LLC., which Ordinance authorizes the Redevelopment Agreement that provides for this Development Note.

2. **Purpose.** Payments to Developer under this Development Note shall be in reimbursement of a portion of the Eligible Redevelopment Costs that Developer has incurred, as that term is defined within the Redevelopment Agreement.
3. **Payments.** Payments on account of the indebtedness represented by this Note shall be made to Developer by the Village in accordance with Sections V.B. and V.C. of the Redevelopment Agreement. Notwithstanding anything to the contrary herein contained, this Note shall be cancelled automatically on the fifteenth anniversary date of Project Completion, even if the sum of all payments received by Developer on or prior to said date does not satisfy in full the principal balance of this Note and all amounts of accrued interest then due on this Note. Payments of principal and interest under this Note shall be made by check of the Village, payable, mailed and addressed to the Developer, at the address as set forth in Section XII.B. of the Redevelopment Agreement, unless the Village has been directed to make such interest payments in another manner by written notice given to the Village by the Developer at least fifteen (15) days prior to any payment date.
4. **Non-Recourse.** THIS NOTE AND THE OBLIGATION TO PAY THE AMOUNTS SPECIFIED IN THIS DEVELOPMENT NOTE ARE LIMITED OBLIGATIONS OF THE VILLAGE PAYABLE SOLELY FROM THE NET INCREMENTAL PROPERTY TAXES AND SALES TAX REVENUE COLLECTED AND REMITTED TO THE VILLAGE, AS PROVIDED WITHIN THE REDEVELOPMENT AGREEMENT. SAID OBLIGATIONS DO NOT NOW AND SHALL NEVER CONSTITUTE A GENERAL INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY STATE OF ILLINOIS CONSTITUTIONAL OR STATUTORY PROVISION AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE VILLAGE OR A LOAN OR CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THERE SHALL BE NO RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE VILLAGE TO PAY THE PRINCIPAL OR INTEREST ON THE NOTE.
5. **Default.** In the event of a default by the Village under this Note, and a failure to cure as provided in the Redevelopment Agreement, the Developer may proceed to secure the specific performance of the covenants and agreements contained herein.
6. **Governing Law, Waiver and Notices.** This Note shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Development Note shall be the Circuit Court of the Eighteenth Judicial Circuit, Du Page County, Illinois. A waiver of any part of this Note shall be limited

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to that specific event and shall not be a waiver of the entire Note. No delay on the part of the Developer of this Note in exercising any option to demand payment shall operate as a waiver thereof or preclude the exercise thereof at any time during the continuance of a default. Any notices required in this Note shall be effective when given, as provided in the Redevelopment Agreement.

7. **Assignment.** This Note shall not be assignable except as provided in Section XII.O. of the Redevelopment Agreement.
8. **Taxes.** The Village makes no representation that the interest payments made under this Note are subject or are not subject to federal or state taxes.
9. **Miscellaneous.**
 - A. Time is of the essence in regard to this Development Note.
 - B. The Village shall not be deemed in default with respect to any of its obligations under this Note if the Village fails to timely perform the same and such failure is due in whole or in part to an Uncontrollable Circumstance, acts caused directly or indirectly by the Developer (or its officers, agents or employees) or any other cause beyond the reasonable control of the Village.

IN WITNESS WHEREOF. The Village of Carol Stream has caused this Note to be executed in its name and on its behalf by its Mayor and its Village Clerk and its corporate seal to be hereunto affixed.

Attest:

VILLAGE OF CAROL STREAM,
an Illinois municipal corporation

By: _____
Mayor

Dated: _____

North Ave | Schmale Rd TIF
Unit Code 022/030/32

EXHIBIT G
VILLAGE OF CAROL STREAM
REDEVELOPMENT AGREEMENT CERTIFICATION

I, Ronald P. Priest (name), Vice President (title) of Caputos New Farm Produce Carol Stream, Inc. and Justin ER (title), of 520 East North Avenue, LLC, collectively described as the Developer in the Redevelopment Agreement dated July 15th, 2013 between the Village of Carol Stream and Caputos New Farm Produce Carol Stream, Inc. and 520 East North Avenue, LLC, being first duly sworn, hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

1. The Caputos New Farm Produce Carol Stream, Inc. is duly organized and validly existing Illinois Corporation.
2. 520 East North Avenue, LLC is a duly organized and validly existing Illinois Limited Liability Corporation.
2. 520 East North Avenue, LLC is the legal owner of the Redevelopment Parcel and Caputos New Farm Produce Carol Stream, Inc. is the lessee of said Redevelopment Parcel.
3. The Developer has the right, power and authority to perform its obligations under the Redevelopment Agreement and to submit the request for payment
4. The Developer is in substantial compliance with its material covenants under this Agreement, has satisfied any preconditions to disbursement and is not in Default under the terms of the Redevelopment Agreement.
5. The Developer has obtained all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and as applicable to reconstruct, complete and operate the Improvements.
6. The construction of the Project has been completed in a good and workmanlike manner in accordance with the terms and conditions of the Redevelopment Agreement and in accordance with all applicable federal, state, county and local laws, ordinances codes, and regulations.

North Ave / Schmale Rd TIF
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7. All real estate taxes due and owing upon the Redevelopment Parcel have been paid.
8. The Developer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in any money owed to the Village.
9. The requested disbursement is for reimbursement of Eligible Redevelopment Costs as defined in the Redevelopment Agreement.

510 E. 1st Ave LLC
 Firm Name

By: R. J. ...
 Name/Title

[Signature]
 Signature

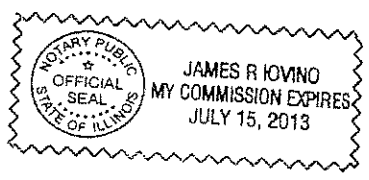
...
 Firm Name

By: ...
 Name/Title

[Signature]
 Signature

SUBSCRIBED AND SWORN to before me this 8th day July, 2013

[Signature]
 Notary Public



North Ave / Schmale Rd TIF
 022/030/30

Proposed Carol Stream Caputo's Fresh Markets Redevelopment
 Simple Interest only, no accruals or compounding
 Rate:
 Assumes Project Completion Date prior to June 30, 2014
 Pledged Revenues
 Net Incremental

Exhibit H Payment Example

4%
 Initial \$10,000
 increased by 5%
 Debt Service:

Year	Payment Date	Property Taxes IPT (1)	Revenue IST (1)	Principal Sales Tax	Total Village Admin.	annually Developer Note	Total to Principal	Interest	Outstanding Note Balance	Total Debt Service
06/30/2014	12/31/2014	17,200	75,465	92,565	0	87,665	0	17,473	3,500,000	70,192
1	06/30/2015	17,200	72,375	89,575	5,000	84,575	15,497	3,482,527	3,487,030	84,575
2	12/31/2015	37,850	71,415	109,265	5,250	104,015	34,104	3,432,925	3,432,925	104,015
3	06/30/2016	37,850	83,085	125,935	5,250	120,685	52,215	3,380,711	3,380,711	120,685
4	12/31/2016	96,700	73,215	169,915	5,513	164,403	96,233	3,328,478	3,328,478	164,403
5	06/30/2017	96,700	90,285	186,985	5,513	181,473	116,323	3,168,155	3,168,155	181,473
6	12/31/2017	98,050	75,015	173,065	5,788	167,277	103,393	3,084,767	3,084,767	167,277
7	06/30/2018	98,050	92,525	190,575	5,788	184,787	123,995	2,940,767	2,940,767	184,787
8	12/31/2018	99,450	76,905	176,355	6,078	170,277	110,979	2,829,788	2,829,788	170,277
9	06/30/2019	99,450	94,855	194,305	6,381	188,227	132,097	2,697,691	2,697,691	188,227
10	12/31/2019	100,850	78,840	179,690	6,381	173,309	118,911	2,578,780	2,578,780	173,309
11	06/30/2020	100,850	97,240	198,090	6,381	191,709	140,557	2,438,223	2,438,223	191,709
12	12/31/2020	116,600	80,820	197,420	6,700	190,720	141,554	2,296,669	2,296,669	190,720
13	06/30/2021	116,600	99,680	216,280	6,700	209,580	164,024	2,132,645	2,132,645	209,580
14	12/31/2021	118,250	82,845	201,095	7,036	194,059	151,056	1,981,589	1,981,589	194,059
15	06/30/2022	118,250	102,175	220,425	7,036	213,389	174,083	1,807,506	1,807,506	213,389
16	12/31/2022	119,900	84,915	204,815	7,387	197,428	160,980	1,646,525	1,646,525	197,428
17	06/30/2023	119,900	104,725	224,625	7,387	217,238	184,578	1,461,947	1,461,947	217,238
18	12/31/2023	121,600	87,030	208,630	7,757	200,873	171,394	1,290,553	1,290,553	200,873
19	06/30/2024	121,600	107,330	228,980	7,757	221,173	198,466	1,094,978	1,094,978	221,173
20	12/31/2024	139,500	89,190	228,690	8,144	220,546	210,769	896,513	896,513	220,546
21	06/30/2025	139,500	110,010	249,510	8,144	241,366	223,583	672,930	672,930	241,366
22	12/31/2025	141,450	91,440	232,890	8,552	224,338	210,769	462,161	462,161	241,366
23	06/30/2026	141,450	112,760	254,210	8,552	245,658	236,491	235,670	235,670	245,658
24	12/31/2026	143,450	93,690	237,140	8,979	228,161	223,610	2,060	2,060	228,161
25	06/30/2027	143,450	115,550	259,000	8,979	250,021	2,060	0	0	2,101
In the event the note is not repaid after 13 years, up to 2 additional years of IPT may be applied to the note.										
14	12/31/2027					145,500				145,500
15	06/30/2028					145,500				145,500
16	12/31/2028					165,750				165,750
17	06/30/2029					165,750				165,750
Pledged Revenues based on December 17, 2012										
3,500,000										
1,125,030										
4,625,030										

Note: (1) projections prepared by Busse Consulting, Inc.
 177,130
 3,500,000
 1,125,030
 4,625,030

NORTH AVE / SCHMALE RD TIF
 022/030/30

EXHIBIT I

DISCLOSURE AFFIDAVIT

State of Illinois)
County of DuPage)

THE DEVELOPER MUST SIGN THIS AFFIDAVIT

I, Carol P. Caputo reside at 1811 W. Pullman in the City/Village of North, County of DuPage State of Illinois, being first duly sworn and having personal knowledge of the below facts, swear to the following:

That I am over the age of eighteen and serve as the (choose one) Corporate Officer (i.e., owner, authorized member, corporate official or managing agent of **The Caputos New Farm Produce Carol Stream, Inc.**, ("Developer").

That the Redevelopment Site in question has a common street address referred to as: 530 E North Ave in the Village of Carol Stream, County of DuPage, State of Illinois, and with a Property Index Number(s) of 05-04-101-016 (hereinafter "Redevelopment Site").

That I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the Redevelopment Agreement between the Developer and the Village, state law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Redevelopment Site, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the Redevelopment Site after this transaction is consummated.

As the owner, authorized trustee, corporate official, or managing agent, I declare under oath that (choose one):

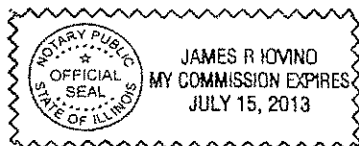
- (a) The owners or beneficiaries of the trust are: _____
or
- (b) The shareholders with more than 7 1/2% interest are Carol P. Caputo or
- (c) The corporation is publicly traded and there is no readily known individual having greater than a 7 1/2% interest in the corporation.

This instrument is made to induce the Village to enter into the Redevelopment Agreement and in accordance with 50 ILCS 105/3.1.

Affiant: [Signature]

Subscribed and Sworn to
before me this 18th day
of July, 2013.
[Signature]

305907_3



North Ave / Schmale Rd TIF
022/030/32

DISCLOSURE AFFIDAVIT

State of Illinois)
County of DuPage)

THE DEVELOPER MUST SIGN THIS AFFIDAVIT

James R. Iovino reside at 1111 E. Florence Ave in the City/Village of Carol Stream, County of DuPage State of Illinois, being first duly sworn and having personal knowledge of the below facts, swear to the following:

That I am over the age of eighteen and serve as the (choose one) Authorized Agent (i.e., owner, authorized member, corporate official or managing agent of **520 East North Avenue, LLC** ("Developer").

That the Redevelopment Site in question has a common street address referred to as: _____ in the Village of Carol Stream, County of DuPage, State of Illinois, and with a Property Index Number(s) of 05-04-101-016 (hereinafter "Redevelopment Site").

That I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the Redevelopment Agreement between the Developer and the Village, state law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Redevelopment Site, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the Redevelopment Site after this transaction is consummated.

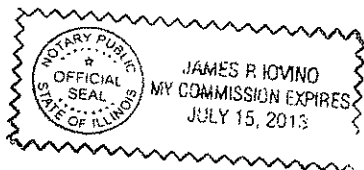
As the owner, authorized trustee, corporate official, or managing agent, I declare under oath that (choose one):

- (a) The owners or beneficiaries of the trust are: _____ or
- (b) The shareholders with more than 7 1/2% interest are: _____ For
- (c) The corporation is publicly traded and there is no readily known individual having greater than a 7 1/2% interest in the corporation.

This instrument is made to induce the Village to enter into the Redevelopment Agreement and in accordance with 50 ILCS 105/3.1.

Affiant: [Signature]

Subscribed and Sworn to before me this 17 day of July, 2013.



305907_3

North Ave / Schmale Rd TIF
022/030/32

ORD. 2013-07-31

**VILLAGE OF CAROL STREAM
500 North Gary Avenue
Carol Stream, IL 60188**

ORDINANCE NO. 2013-07-31

**AN ORDINANCE AUTHORIZING A REDEVELOPMENT
AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM
AND CAPUTO'S NEW FARM PRODUCE CAROL STREAM, INC.
AND 520 EAST NORTH AVENUE, LLC**

**ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM
THIS 15TH DAY OF JULY 2013**

**Published in pamphlet form
by order of the Mayor and Board
of Trustees of the Village of Carol Stream,
County of DuPage, Illinois
This 16TH Day of July 2013**

North Ave / Schmale Rd TIF
022/030/32

ORDINANCE NO. 2013-07-31

**AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF CAROL STREAM AND CAPUTO'S NEW FARM PRODUCE
CAROL STREAM, INC. AND 520 EAST NORTH AVENUE, LLC**

WHEREAS, the Village of Carol Stream is a home rule municipality and has the authority, pursuant to the laws of the State of Illinois, and pursuant to its home rule powers 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; and

WHEREAS, 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 (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, the Mayor and Board of Trustees have heretofore adopted Ordinance Numbers 2011-12-37, 2011-12-38 and 2011-12-39, approving a redevelopment plan and project (the "TIF Plan"), designating the redevelopment project area (the "Redevelopment Project Area"), and adopting tax increment allocation financing for the North Avenue/Schmale Road tax increment financing district (the "TIF District"); and

WHEREAS, 520 East North Avenue, LLC has acquired an approximately 27.27 acre parcel of real property located within the Redevelopment Project Area at 520 East North Avenue in the Village of Carol Stream (the Property), and will lease the Property to Caputo's New Farm Produce Carol Stream, Inc.; and

WHEREAS, 520 East North Avenue, LLC and Caputo's New Farm Produce Carol Stream, Inc. (the Developer) propose to redevelop on a portion of the Property (the "Redevelopment Parcel") an approximately 312,000 square foot building located thereon and for Caputo's New Farm Produce Carol Stream, Inc. to operate an approximately 70,000 square foot Angelo Caputo's Fresh Farms Market retail, food and grocery store and an approximately 242,000 square foot regional warehouse, office and distribution facility for Caputo's New Farm Produce Carol Stream, Inc.'s regional retail and wholesale food and grocery business; and

WHEREAS, Developer has represented to the Village that it cannot successfully and economically develop the Redevelopment Parcel, in a manner satisfactory to the

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Village but for certain incentives to be provided by the Village as provided in the Redevelopment Agreement attached hereto; and

WHEREAS, the Mayor and Board of Trustees are desirous of having the Redevelopment Parcel 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, stimulate commercial growth and stabilize the tax base of the Village; and

WHEREAS, the Mayor and Board of Trustees find that in order to stimulate and induce development of the Redevelopment Parcel it is necessary to finance the Eligible Redevelopment Costs through certain financial assistance as set forth in the attached agreement; and

WHEREAS, the Mayor and Board of Trustees find that it is necessary for the successful redevelopment of the Redevelopment Parcel that the Village enter into this Agreement, thereby implementing the TIF Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1:

The Redevelopment Agreement between the Village of Carol Stream and Caputo's New Farm Produce Carol Stream, Inc. and 520 East North Avenue, LLC, as attached hereto is hereby approved.

SECTION 2:

The Mayor and Village Clerk are hereby authorized and directed to execute the Redevelopment Agreement referenced in Section 1 herein on behalf of the Village of Carol Stream.

SECTION 3:

The Mayor and Village Clerk are hereby authorized and directed to execute the Note in the form as attached to the Redevelopment Agreement.

SECTION 4:

This Ordinance shall be in full force and effect from and after its passage and approval by law.

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PASSED AND APPROVED THIS 15th DAY OF JULY, 2013


AYES: Trustees LaRocca, Gieser, Frusolone, Weiss, and McCarthy

NAYS: None

ABSENT: Trustee Schwarze



Frank Saverino, Sr., Mayor


Beth Melody, Village Clerk

**MINUTES OF THE JOINT REVIEW BOARD
CAROL STREAM NORTH AVENUE AND SCHMALE ROAD
TAX INCREMENT FINANCING (TIF) DISTRICT
WEDNESDAY, NOVEMBER 20, 2013
3:15 P.M.**

Members Present:

Frank Saverino, Sr. Mayor, Village of Carol Stream/Chairman, Joint Review Board
William Farley, Assistant Superintendent, Wheaton/Warrenville School Dist. 200
Susan Rini, Director, Finance & Administration, Carol Stream Park District
Perry Johnson, Chief Administrative Officer, Carol Stream Fire Protection District
Ellen Roberts, Director, Business Affairs, College of DuPage
Paul Lauricella, Zoning Administration Coordinator, DuPage County

Staff/Others Present:

Tim Powers, President, Carol Stream Park District
Bob Hoff, Deputy Chief, Carol Stream Fire Protection District
Joseph Breinig, Village Manager, Village of Carol Stream
Jon Batek Finance Director, Village of Carol Stream

Chairman Saverino called the meeting to order at 3:25 p.m.

Assistant Superintendent Farley moved to approve the minutes from the November 12, 2012 Joint Review Board. Motion was seconded by Chairman Saverino. All ayes. Motion carried.

Finance Director Jon Batek briefly summarized the financial reports which had been sent out prior to the meeting. The balance sheet as of April 30, 2013 showed that there was still no cash in the TIF, however a property tax receivable of \$18,779 reflects the first year of increment which has been received in the current fiscal year 2013/14 along with the 10% Village contribution of \$1,878. Accumulated liabilities reflected in "advances from other funds" total \$66,751 and represent accumulated start-up costs incurred (legal and financial advisor) and contribute to the overall negative fund position of approximately \$67,000. Since the Caputo's development remains largely in-process at present, it is unlikely that the TIF will see any positive growth in increment in the 2013 calendar year. 2014 should reflect a significant reassessment given the planned opening of Caputos in early 2014.

Subsequent to FY13, the Village entered into a redevelopment agreement with Caputos which sets conditions for the project and incentives to be paid. A question was asked as to how the incentives will be financed. Unlike the Geneva Crossing TIF, the North Ave/Schmale Road TIF will not involve the issuance of any debt. Incentives will be paid only from developer generated property tax increment and sales taxes on the site.

There being no further questions, Susan Rini moved to adjourn the meeting, seconded by William Farley. All ayes. Motion carried. The meeting was adjourned at 3:34 p.m.

Prepared by Jon Batek, Finance Director

Attachment H
North Ave / Schmale Rd TIF
Unit Code 022/030/32