

**CITY OF KNOXVILLE
TAX INCREMENT FINANCING (TIF) DISTRICT**

TIF REDEVELOPMENT AGREEMENT

by and between

THE CITY OF KNOXVILLE, KNOX COUNTY, ILLINOIS

and

THE GHADA COMPANY

MARCH, 2018

**CITY OF KNOXVILLE
TAX INCREMENT FINANCING (TIF) DISTRICT
REDEVELOPMENT AGREEMENT
by and between
CITY OF KNOXVILLE
and
THE GHADA COMPANY**

THIS AGREEMENT (including *Exhibits*) is entered into this 5th day of March, 2018 by the City of Knoxville (“City”), an Illinois Municipal Corporation, Knox County, Illinois; and The Ghada Company (the “Developer”).

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety, and welfare of the City and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, by promoting the development of private investment property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, pursuant to Illinois Statute (65 ILCS 5/8-1-2.5), a municipality may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq.*, as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to acquire, redevelop, rehabilitate and/or upgrade such property by reimbursing the owner(s) for certain costs incurred in connection with the acquisition, redevelopment and/or upgrades from increases in real estate tax revenues (“Tax Increment”) resulting therefrom or from other City revenues to the extent specified and agreed herein; and

WHEREAS, on December 15, 2003, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the City established the Knoxville TIF District (the “TIF District”), pursuant to the Act by approving a Tax Increment Financing Redevelopment Plan and Projects (Ordinance No. 2003-26), designating a Redevelopment Project Area (Ordinance No. 2003-27), and Adopting Tax Increment Financing (Ordinance No. 2003-28); and

WHEREAS, the Redevelopment Project Area consists of a property commonly known as 222 E. Main Street, Knoxville, Illinois (the “Property”) and identified by real estate parcel identification number (PIN) 10-28-328-030; and

WHEREAS, the Developer owns said Property and is proceeding with plans to plans to rehabilitate and renovate the commercial building located thereon (the “Project”), and is doing so based upon the expected availability of TIF real estate tax increment incentives offered by the City; and

WHEREAS, the Developer has requested that incentives for the development be provided by the City from incremental increases in real estate taxes of the City generated from the TIF District and the City agreed to such incentives; and

WHEREAS, it is the intent of the City is to encourage economic development which will increase the real estate tax base of the City and the tax base of other taxing bodies, which increased incremental taxes will be used, in part, to finance incentives to assist development within the Tax Increment Financing District; and

WHEREAS, the Developer's Redevelopment Project is consistent with the TIF District Redevelopment Plan and Projects for the Redevelopment Project Area (the "Redevelopment Plan") and further conforms to the current land uses of the City as of the date of this Agreement; and

WHEREAS, pursuant to Section 5/11-74.4-4(b) of the Act, the City may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Redevelopment Project Area; and

WHEREAS, pursuant to Section 5/11-74.4-4(j) of the Act, the City may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and further defined in Section 5/11-74.4-3(q) of the Act, including those Estimated TIF Eligible Project Costs as herein listed in the attached ***Exhibit "1"*** of this Redevelopment Agreement; and

WHEREAS, the City has determined that this Developer's Project requires the incentives requested herein and that said Developer's Project would, as part of the Plan, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration and to provide employment for its citizens and generally to enhance the economy of the City; and

WHEREAS, the City has determined that the Developer's Project requires the incentives set forth herein and the Developer's Project will, as a part of the Redevelopment Project Area, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration and to provide employment for its citizens and generally to enhance the economy of the City; and

WHEREAS, the City has determined that the Developer's Project is desirable for economic development in the City; and

WHEREAS, the City has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements, including but not limited to land acquisition, site preparation costs, public infrastructure improvements, and other public and private costs to be incurred by the Developer in furtherance of the Project are eligible projects costs under the Act and are consistent with the expected Development Plan of the City; and

WHEREAS, the parties agree that the City shall reimburse the Developer from the TIF District Special Tax Allocation Fund an amount not to exceed **Forty Percent (40%)** of the Developer's TIF Eligible Project Costs or **Forty Thousand Dollars (\$40,000)**, whichever amount is less, (as set forth in ***Exhibit "1"*** attached hereto) approved by the City pursuant to *Section E* below; and

WHEREAS, the total cumulative reimbursements paid by the City to the Developer for the Project shall not, in any event, exceed **Forty Thousand Dollars (\$40,000.00)** during the Term of this Agreement; and

WHEREAS, in consideration of the execution of this Agreement, the Developer will, subject to the terms of this Agreement, complete the Project, including the facade improvements to the building, as agreed upon by the Planning Commission and the Developer; and

WHEREAS, this Agreement has been submitted to the Mayor and Council Members of the City (collectively, the “Corporate Authorities”) 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 City according to the terms hereof, and any and all actions of the Corporate Authorities of the City precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

AGREEMENTS

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

A. STATEMENTS AND INCENTIVES

1. The City represents that the matters set forth in the recitals above are true and correct and are incorporated into this Agreement.
2. The parties acknowledge and agree that:
 - a. The Property is commonly referred to as 222 E. Main Street, Knoxville, Illinois (the “Property”), and identified by County PIN 10-28-328-030;
 - b. The Developer agrees to make improvements to the Property conditioned upon the availability of TIF incentives provided by the City;
 - c. The Developer requested that TIF incentives for the Redevelopment Project be provided by the City from incremental increases in real estate taxes of the City generated from the TIF District, and the City has agreed to such TIF incentives;
 - d. The Parties have agreed that the total cumulative reimbursements of real estate tax increment paid by the City to the Developer for the Project shall not, in any event, exceed **Forty Thousand Dollars (\$40,000.00)** during the Term of this Agreement.
3. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
4. The City is extending incentives for this Project based upon the Developer’s commitment to complete the Project on or before the date that is two (2) years after the date of approval of this Agreement by the City. If the Project is not completed as of that date, this Agreement shall become null and void with no future action required unless the City has agreed to extend this Agreement.
5. Provided that the terms of this Agreement are materially complied with, the City agrees to reimburse the Developer for the Developer’s Estimated TIF Eligible Project Costs

as more specifically set forth in this Agreement based upon the Developer's representations herein and completion of the Developer's Redevelopment Project as set forth in this Agreement.

6. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.
7. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonable susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the "Knoxville TIF District" which includes the Property, and has approved certain Redevelopment Project Costs, including those set forth in ***Exhibit "1"*** for the Developer's Redevelopment Project. The City agrees that it will not revoke or amend the Redevelopment Project Area or any of the ordinances adopted by the City relating to the Redevelopment Project Area, the Developer's Redevelopment Project or this Agreement if such revocation or amendment would prevent or materially impair the development of the Developer's Redevelopment Project by Developer or interfere with the reimbursement by the City of the Developer's Estimated TIF Eligible Project Costs in accordance with this Agreement.

C. INCENTIVES

In consideration for the Developer completing the Project located on the Property, the City agrees to extend to Developer the following incentives to assist Developer's completion of the Developer's Redevelopment Project:

1. The City shall reimburse the Developer from the TIF District Special Tax Allocation Fund an amount not to exceed **Forty Percent (40%)** of the Developer's TIF Eligible Project Costs or **Forty Thousand Dollars (\$40,000)**, whichever amount is less, (see ***Exhibit "1"*** attached hereto) approved by the City pursuant to *Section E* below.
2. All TIF Eligible Project Costs must be submitted by the Developer to the City for verification within one (1) year from the date of execution of this Agreement. In addition, prior to receiving reimbursement, the Developer agrees to complete the facade improvements to the building, as agreed upon by the Planning Commission and the Developer, and such costs shall not be included in the Developer's TIF Eligible Project Costs to be reimbursed by the City.
3. The Developer shall allow the City's Building Administrator to inspect the improvements to the Property at a reasonable, mutually agreeable time upon completion of the Project.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. The Developer shall not be entitled to any other reimbursement by the City for other Eligible Project Costs beyond the maximum cumulative reimbursement of **Forty Thousand Dollars (\$40,000.00)** as set forth herein.
2. Developer agrees to substantially complete the Project, subject to Force Majeure, as defined below.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs as set forth by the Act shall be made by a Requisition for Payment of Private Redevelopment Costs (***Exhibit “2”***, “Requisition”) submitted from time to time by Developer to the City’s TIF Administrator, Jacob & Klein, Ltd., with a copy to The Economic Development Group (collectively the “Administrator”), and subject to the Administrator’s approval of the costs. Developer may submit verification of costs and request reimbursement at one time, or as Eligible Project Costs, as listed on ***Exhibit “1”***, are incurred.
2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors, or professionals together with mechanic’s lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the City.
3. In order for the Developer to receive reimbursement of TIF Eligible Project Costs for costs it has incurred in any year as set forth in *Paragraphs 1 and 2* above, the Developer must submit such proposed eligible costs to the City by March 1 of the following year. If there are no accumulated outstanding costs previously submitted and approved by the City and if the Developer does not submit such proposed eligible costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior tax year’s real estate tax increment to be paid in the current year. Any approved eligible costs submitted after this deadline will be eligible for reimbursement from the next tax year’s real estate increment receipts.
4. Any real estate increment not required to be paid to the Developer under the terms of *Paragraph 3* shall be available to the City for any purpose set forth in the TIF Plan and allowed by the Act.
5. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator, the reasons for disapproval will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be reasonably required and the same procedures set forth herein shall apply to such re-submittals.
6. All TIF Eligible Project Costs approved shall then be paid by the City from the TIF District Special Tax Allocation Fund to the Developer, or to others as directed by Developer, pursuant to the Redevelopment Plan and as allowed by Illinois law. City shall pay such approved eligible costs annually, provided the Developer has satisfied the terms of this Agreement and costs which exceed the amount available to pay Developer shall carry forward, until paid, without further action of Developer. Payment shall be made within forty-five (45) days after approval subject to the terms of this Agreement and after receipt of the increment generated by

Developer's Redevelopment Project from the County.

7. The Parties acknowledge that the determination of TIF Eligible Project Costs and, therefore, qualification for reimbursement hereunder, are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions, but will assist the Developer in every respect as to obtaining approval of TIF Eligible Project Costs.
8. The Developer may submit for prior approval of estimated TIF Eligible Project Costs by the City before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its designee to provide to the City, as requested in writing, copies of all PAID real estate tax bills, annually, for the Property.
2. The failure of Developer to provide any information required herein after written notice from the City, and the continued failure to provide such information within thirty (30) days after such notice, shall be considered a material breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. LIMITED OBLIGATION

The City's obligation hereunder to pay Developer for TIF Eligible Project Costs is a limited obligation to be paid solely from the Special Tax Allocation Fund. Said obligation does not now and shall never constitute an indebtedness of the City 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 City or a charge or lien against the City's general credit or taxing power.

H. CITY PUBLIC PROJECTS

The City intends to use part or all of the City's share of the Developer's Redevelopment Project real estate tax increment for other public projects within the Redevelopment Project Area. The City shall be eligible for reimbursement of the costs of doing so, as well as other eligible costs incurred by the City of the TIF District.

I. LIMITED LIABILITY OF CITY TO OTHERS FOR DEVELOPER'S EXPENSES

There shall be no obligation by the City to make any payments to any person other than the Developer, or its authorized designee, nor shall the City be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to Developer for the Project.

J. COOPERATION OF THE PARTIES

1. The City and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Redevelopment Project. This includes without limitation the City assisting or sponsoring the Developer, or agreeing to jointly apply with the

Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or City's activities. This also includes without limitation the Developer assisting or sponsoring the City, or agreeing to jointly apply with the City, for any grant, award, or subsidy which may be available as the result of the City's or Developer's activities.

2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.

K. DEFAULT; CURE; REMEDIES

In the event of a default under this Redevelopment Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other party (the "Non-defaulting Party") shall have an action for damages, or in the event damages would not fairly compensate the Non-defaulting Party's for the Defaulting Party's breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, it shall not be deemed to be in default under this Redevelopment Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Redevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) days period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

L. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete the Project within two (2) years following the execution of this Agreement. However, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, condemnation, riots, insurrections, war, fuel shortages, Acts of God, acts caused directly or indirectly by the City (or City's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or City.

M. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement) and obligations (or either of them) of the Developer under this Agreement shall be fully

assignable by the Developer provided prior written notice is provided to the City and City's consent is obtained prior to such assignment. Consent shall not be unreasonably withheld provided that the nature of the Project is not substantially changed and the assignee is financially capable of fulfilling the obligations of the assignor. Further, no such assignment shall be deemed to release the assignor of its obligations to the City under this Agreement unless the consent of the City to the release of the assignor's obligations is first obtained and the nature of the Developer's Redevelopment Project shall not be substantially changed.

N. WAIVER

Any Party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the Party waiving such right of remedy does so in writing. No such waiver shall obligate such Party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said Party pursuant to this Agreement.

O. SEVERABILITY

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

P. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

TO CITY:

City Clerk
City of Knoxville
33 North Public Square
Knoxville, IL 61448
Telephone: (309) 289-2814
Fax: (309) 289-8825

TO DEVELOPER:

The Ghada Company
Attn: Ghada Samaan
222 E. Main Street
Knoxville, IL 61448
Telephone: (309) 333-2995
samaan66@comcast.net

With copy to:

Jacob & Klein, Ltd. and
Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, Illinois 61704
Telephone: (309)664-7777

Q. SUCCESSORS IN INTEREST

Subject to the provisions of *Paragraph M*, above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

R. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

Neither anything in this Agreement nor any acts 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.

S. TERM OF THE AGREEMENT

This Agreement shall expire one (1) year from the date of execution of this Agreement. This Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or the Developer has received all incentives included herein.

T. ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Developer with respect to the subject matter hereof.

U. TITLES OF PARAGRAPHS

Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provisions hereof.

V. AMENDMENTS TO THIS AGREEMENT

The parties hereto may amend this Agreement at any time by their mutual consent, which amendment must be in writing and executed by the Parties.

W. WARRANTY OF SIGNATORIES

The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

X. INDEMNIFICATION OF THE CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the "Indemnified Parties"), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et. seq.*), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Knoxville, Illinois.

CITY
City of Knoxville, Illinois,
an Illinois Municipal Corporation

DEVELOPER
The Ghada Company

By: _____
Mayor, City of Knoxville

Attest:

By: _____
City Clerk, City of Knoxville

By: _____

Name: _____

Title: _____

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EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

The Ghada Company
Knoxville TIF District
City of Knoxville, Knox County, Illinois

Project Description: The Developer plans rehabilitate and renovate the commercial building located on the Property.

PIN #: 10-28-328-030

Street Location: 222 E. Main Street, Knoxville, Illinois.

Estimated Eligible Project Costs:

Rehabilitation and Renovation Costs* \$51,550.00

Total Estimated TIF Eligible Project Costs* \$51,550.00

*[*NOTE: Reimbursement of TIF Eligible Project Costs to Developer per Section C(1) is not to exceed 40% of Developer's TIF Eligible Project Costs or \$40,000.00, whichever amount is less, and such costs shall not include the costs for facade improvements to the building.]*

EXHIBIT 2

CITY OF KNOXVILLE, ILLINOIS KNOXVILLE TAX INCREMENT FINANCING (TIF) DISTRICT

PRIVATE PROJECT REQUEST FOR VERIFICATION OF TIF ELIGIBLE PROJECT COSTS BY THE GHADA COMPANY

Date_____

Attention: City TIF Administrator, City of Knoxville, Illinois

Re: TIF Redevelopment Agreement, dated March 5, 2018
by and between the City of Knoxville, Illinois, and
The Ghada Company (the "Developer")

The City of Knoxville is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: The Ghada Company
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit "1"***

of the Redevelopment Agreement.

5. The undersigned certifies and swears under oath that the following statements are true and correct:
- (i) the amounts included in (3) above were made, incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect; and
 - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for TIF Eligible Redevelopment Project Costs; and
 - (iii) the expenditures for which amounts are requested represent proper Redevelopment Project Costs as identified in the "Limitation of Incentives to Developer" described in *Section "D"* of the Redevelopment Agreement: have not been included in any previous Request for Reimbursement; have been properly recorded on the Developer's books; are set forth with invoices attached for all sums for which reimbursement is requested; and proof of payment of the invoices is attached; and
 - (iv) the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs; and
 - (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the City to unilaterally terminate the Redevelopment Agreement.

6. Attached to this Request for Reimbursement is ***Exhibit "1"*** of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY: _____ (Developer)

TITLE: _____

APPROVED BY CITY OF KNOXVILLE, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

REVIEWED BY JACOB & KLEIN, LTD. & THE ECONOMIC DEVELOPMENT GROUP, LTD.

BY: _____

TITLE: _____ DATE: _____