

**SECOND AMENDMENT TO
TAX REBATE AGREEMENT BETWEEN
THE LOMBARD PUBLIC FACILITIES CORPORATION AND
THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS,
IN REGARD TO THE DEVELOPMENT OF
A CONVENTION HALL AND HOTEL IN THE VILLAGE OF LOMBARD**

This Second Amendment to Tax Rebate Agreement Between the Lombard Public Facilities Corporation and the Village of Lombard, DuPage County, Illinois, in Regard to the Development of a Convention Hall and Hotel in the Village of Lombard (the "Second Amendment") is made and entered into as of October 1, 2025 (the "Amendment Date"), by and between the Village of Lombard, an Illinois municipal corporation located in DuPage County, Illinois (the "Village"), and the Lombard Public Facilities Corporation, an Illinois not-for-profit corporation (the "LPFC"). The Village and the LPFC are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party."

WITNESSETH

WHEREAS, pursuant to that certain Indenture of Trust between the LPFC and Amalgamated Bank of Chicago, as Trustee, dated as of August 1, 2005, the LPFC issued Lombard Public Facilities Corporation Conference Center and Hotel Revenue Bonds (collectively, the "Series 2005 Bonds"); and

WHEREAS, in anticipation of the issuance of the Series 2005 Bonds, the Village and the LPFC entered into that certain document entitled "Tax Rebate Agreement Between the Lombard Public Facilities Corporation and the Village of Lombard, DuPage County, Illinois, in Regard to the Development of a Convention Hall and Hotel in the Village of Lombard," dated as of April 1, 2005 (the "Tax Rebate Agreement"); and

WHEREAS, on March 6, 2018, the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, issued an order confirming that certain Plan of Reorganization of Lombard Public Facilities Corporation Under Chapter 11 of the Bankruptcy Code (the "Plan"), which provided for a restructuring of the Series 2005 Bonds and a related amendment to the Tax Rebate Agreement; and

WHEREAS, the Series 2005 Bonds were cancelled and exchanged for the following: (i) Conference Center and Hotel Revenue Bonds (Lombard Public Facilities Corporation Project), First Tier Series 2018A-1 (the "First Tier Series 2018A-1 Bonds"), (ii) Conference Center and Hotel Revenue Bonds (Lombard Public Facilities Corporation Project), First Tier Series 2018A-2

(the "First Tier Series 2018A-2 Bonds" and together with the First Tier Series 2018A-1 Bonds, the "First Tier Series 2018A Bonds"), (iii) Conference Center and Hotel Revenue Bonds (Lombard Public Facilities Corporation Project), First Tier Series 2018A-1 (Capital Appreciation Bonds), (iv) Conference Center and Hotel Revenue Bonds (Lombard Public Facilities Corporation Project), First Tier Series 2018A-2 (Capital Appreciation Bonds), (v) Conference Center and Hotel Tax Revenue Bonds (Lombard Public Facilities Corporation Project), Second Tier Series 2018B, (vi) Conference Center and Hotel Tax Revenue Bonds (Lombard Public Facilities Corporation Project), Second Tier Series 2018B (Capital Appreciation Bonds), which were issued by the Public Finance Authority (the "PFA") pursuant to an Indenture of Trust dated as of March 15, 2018, as amended by a First Amendment to Indenture of Trust dated as January 20, 2021, between the PFA and UMB Bank, N.A., as trustee; and

WHEREAS, pursuant to that certain Loan Agreement (the "Original Loan Agreement"), dated on or about the date of the First Amendment to Tax Rebate Agreement Between the Lombard Public Facilities Corporation and the Village of Lombard, DuPage County, Illinois, in Regard to the Development of a Convention Hall and Hotel in the Village of Lombard (the "First Amendment"), by and between the LPFC and the PFA, and that certain Indenture of Trust (the "2018 Indenture"), dated on or about the date of the First Amendment, by and between the PFA and UMB Bank, N.A., as Trustee (the "2018 Trustee"), new bonds (the "Series 2018 Bonds") were issued by the PFA in exchange for the Series 2005 Bonds; and

WHEREAS, it is in the best interests of the LPFC to take all steps necessary for the PFA to issue bonds (the "First Tier Series 2025 Bonds") for the purpose of (i) refinancing and restructuring the First Tier Series 2018 Bonds, (ii) paying a portion of unpaid accrued interest on the First Tier Series 2018 Bonds, (iii) funding hotel capital expenditures, (v) funding a debt service reserve fund, and (vi) paying certain costs of issuing the First Tier Series 2025 Bonds (collectively, the "Transaction")

WHEREAS, pursuant to the Amended and Restated Loan Agreement (the "Amended and Restated Loan Agreement"), dated on or about the date of the Second Amendment to this Agreement, by and between the LPFC and the PFA, and that certain Amended and Restated Indenture of Trust (the "Amended and Restated Indenture"), dated on or about the date of the Second Amendment to this Agreement by and between the PFA and the 2018 Trustee, all of the LPFC's right, title and interest in and to the Tax Rebate Agreement, as amended by this Second Amendment, shall be assigned and pledged to the PFA and to the 2018 Trustee; and

WHEREAS, the LPFC and the Village desire to amend the Tax Rebate Agreement in order to facilitate the transactions contemplated by the Plan and the Transaction; and

WHEREAS, it is in the best interests of the Village and the LPFC to enter into this Second Amendment;

NOW, THEREFORE, in consideration of the foregoing, the covenants, conditions and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. That the Tax Rebate Agreement is amended by making those deletions, additions and revisions thereto as set forth on the marked copy thereof attached hereto as Exhibit 1 and made part hereof.
2. That the individuals executing this Second Amendment on behalf of the LPFC warrant that they have been lawfully authorized by the LPFC to execute this Second Amendment on behalf of the LPFC.
3. That the Village President and Village Clerk hereby warrant that they have been lawfully authorized by the President and Board of Trustees of the Village to execute this Second Amendment.
4. This Second Amendment shall be in full force and effect, and legally binding, after it is signed by the duly authorized officers of each Party. Each of the signatories to this Second Amendment are the duly authorized representatives of their respective corporate entity and each such person has signed this Second Amendment pursuant to the authority duly granted to him or her by the corporate authorities of said corporate entity, who have acted by motion or approved a resolution that authorized and directed the representatives to sign this Second Amendment. This Second Amendment shall be binding upon and shall inure to the benefit of the Parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office or interest, heirs, representatives, and assigns, subject to the limitations contained in Section VI.E of the Amended Tax Rebate Agreement (as defined below).
5. The LPFC hereby represents and warrants that it is an Illinois not-for-profit corporation in good standing with proper authority to execute this Second Amendment pursuant to its Articles of Incorporation, By-Laws and the laws of the State of its organization.
6. The Village hereby represents and warrants to the LPFC that subject to its compliance with the Illinois Statutes and its own Ordinances, it has the power and authority to execute, deliver and perform the terms and obligations of this Second Amendment and the Exhibits hereto.

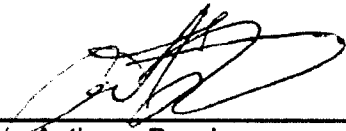
7. Each Party represents and warrants as of the Amendment Effective Date (as defined below) that the execution by such Party of this Second Amendment will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the Constitution or applicable laws of the State of Illinois, or any agreement to which such Party is party, which conflict, violation breach or default would materially adversely affect the consummation of the transactions contemplated by this Second Amendment or the Plan.
8. Each Party represents and warrants as of the Amendment Effective Date (as defined below) that no consent or approval of any trustee or holder of any indebtedness of such Party, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter, is necessary as of the Amendment Effective Date (as defined below) in connection with such Party's execution, delivery and performance of the Second Amendment, except as have been obtained or made as of the Amendment Effective Date (as defined below) and as are in full force and effect.
9. That this Second Amendment may be executed in two (2) counterparts, each of which, taken together, shall constitute one and the same instrument. Delivery of an executed signature page of this Second Amendment by facsimile or email transmission shall be effective as delivery of a manually executed counterpart hereof.
10. That the date on which the last of the Village or the LPFC signs this Second Amendment shall be inserted on page 1 hereof, which date shall be the Amendment Date of this Second Amendment.
11. For the avoidance of doubt, the addition of Section I.Q to the Tax Rebate Agreement (which includes the reference to 65 ILCS 5/8-1-2.5) shall in no way limit, undermine or narrow the scope or nature of the Village's obligations under the Tax Rebate Agreement.
12. The amendments to the Tax Rebate Agreement set forth in this Second Amendment shall be effective (the "Amendment Effective Date") upon the "Effective Date" of the Plan, as such term is defined in the Plan, and the execution of the Amended and Restated Loan Agreement with the PFA and issuance of the Series 2025 Bonds. From and after the Amendment Effective Date, each reference in the Tax Rebate Agreement to "this Agreement", "Tax Rebate Agreement", "hereunder", "hereof", "herein", or words of like import referring to the Tax Rebate Agreement shall mean and be a reference to the Tax Rebate Agreement, as amended by this Second Amendment (the "Amended Tax Rebate Agreement"). The Village and LPFC each hereby reaffirm and repeat their respective

determinations, representations and warranties contained in the Amended Tax Rebate Agreement.

13. Each Party represents and warrants that from and after the Amendment Effective Date, the Amended Tax Rebate Agreement shall be an enforceable obligation of such Party according to its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and other similar laws affecting the enforcement of creditors' rights and remedies generally.
14. That all portions of the Tax Rebate Agreement, not amended hereby, shall remain in full force and effect; provided that Exhibits B, C and D to the Tax Rebate Agreement are retained in the Amended Tax Rebate Agreement solely for purposes of convenience and shall not be interpreted as containing terms that are binding upon the Parties following the Amendment Effective Date.
15. The Parties agree that the conditions set forth in Section II. of the Amended Tax Rebate Agreement are deemed satisfied for purposes of the Amended Tax Rebate Agreement.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed as of the date(s) set forth below.

Village of Lombard,
an Illinois municipal corporation

BY: 
Anthony Puccio
Village President

Date: 8/21/25

Lombard Public Facilities Corporation,
an Illinois not-for-profit corporation

BY: _____
Paul J. Powers
President

Date: _____

ATTEST:


Ranya Elkhatib
Village Clerk

Date: 8/21/25

ATTEST:

Tod Altenburg
Secretary

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed as of the date(s) set forth below.

Village of Lombard,
an Illinois municipal corporation

BY: _____
Anthony Puccio
Village President

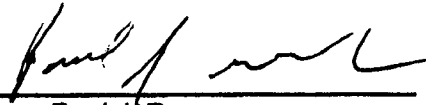
Date: _____

ATTEST:

Ranya Elkhatib
Village Clerk

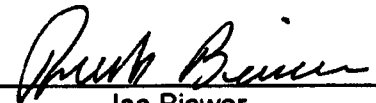
Date: _____

Lombard Public Facilities Corporation,
an Illinois not-for-profit corporation

BY:  _____
Paul J. Powers
President

Date: OCTOBER 9, 2025

ATTEST:

 _____
Joe Biewer
Secretary

Date: OCTOBER 9, 2025

State of Illinois)
) SS
County of DuPage)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Anthony Puccio, personally known to me to be the Village President of the Village of Lombard, and Ranya Elkhatab, personally known to me to be the Village Clerk of said municipal corporation, 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 Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Corporate Authorities 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 21st day of August, 2025.

Monika Reszka
Notary Public



State of Illinois)
) SS
County of DuPage)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Paul J. Powers, personally known to me to be the President of the Lombard Public Facilities Corporation, and Joe Biewer, personally known to me to be the Secretary of said Illinois not-for-profit corporation, 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 not-for-profit corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said not-for-profit corporation, as their free and voluntary act, and as the free and voluntary act and deed of said not-for-profit corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 9th day of OCTOBER, 2025.



Notary Public

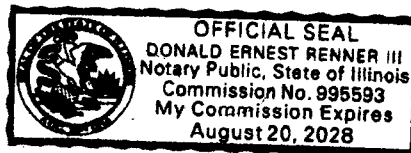


Exhibit 1

**Redlined Tax Rebate Agreement
to show Deletions, Additions and Revisions made by this Second Amendment
(attached)**