December 27, 2022

Mr. William J. Heniff, AICP
Director of Community Development
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

RE: Village of Lombard - Downtown TIF Termination

Dear Mr. Heniff:

Pursuant to our discussions, Ryan LLC ("Consultant" or "KMA") is prepared to assist the Village of Lombard, Illinois (the "Village") in reference to the termination of the existing Downtown TIF District (the "TIF").

Scope of Services

KMA will provide the following services to the Village as necessary, and only for areas specifically identified by the Village.

1) Review the current EAV of the existing TIF properties in relation to potential recapture amounts to all applicable taxing districts.

2) Assist the Village in meeting with affected taxing districts concerning the proposed TIF termination.

3) Prepare additional information for Village staff with respect to the following:

   a.   Use of TIF funds on hand and TIF Budget.
   b.   Potential transfer of such funds.

4) Recommend necessary notices and publications.

5) Meet with the Joint Review Board.

6) Meet, as requested, with the Village Board.

RESPONSIBILITIES

All services will be conducted under the supervision of Mr. Joe Stachnik, Principal. Mr. Chuck Durham will serve as Project Leader for this engagement and will be responsible for staffing, project coordination, technical direction, and related issues.

FEES FOR SERVICES

The Client shall pay KMA's fees for the Services based on the time that our professionals spend performing them, billed monthly at the standard hourly rate for each individual, as adjusted annually multiplied by the time KMA's professionals expend in performing the Services. KMA's current hourly rates are as follows:

Personnel	Hourly Rates
Principal/Executive Consultant	$300.00/Hour
Manager	$275.00/Hour
Consultants	$250.00/Hour
Associates	$225.00/Hour
Administrative	$ 75.00/Hour

Our estimated fees for these services will be between $4,500 to $6,500.

All invoices are due and payable in full within thirty (30) days. The Village agrees to pay interest of one and one-half percent (1½%) per month on any past due fees. The Village further agrees to pay all costs of collection, including, but not limited to, any collection agency or attorneys' fees incurred by Ryan in connection with fees more than sixty (60) days past due. Ryan's preferred method of payment is via electronic funds transfers ("EFT"), and EFT instructions will be provided to the Village on each invoice. In the event the Village is unable to remit payment via EFT, Ryan will accept checks, credit cards, or purchasing cards; however, if payment is made using a credit card or purchasing card, the Village authorizes Ryan to add a processing fee to the payment. Such processing fee is currently three percent (3%) of the payment amount and is subject to change upon thirty (30) days prior notice. Out-of-pocket expenses are not inclusive of hourly rates.

NOTICE

Any notice to be given under this Agreement shall be given in writing and may be made by personal delivery or hand delivery by courier, by overnight reputable national courier, or by placing such in the United States certified mail, return receipt requested. Notices to the Village

should be sent to the address indicated on the first page of this Agreement and notices to Ryan should be addressed as follows:

> Ryan, LLC
> Three Galleria Tower
> 13155 Noel Road
> Suite 100
> Dallas, Texas 75240
> Attn: Chairman and CEO

With a copy to: Attn: General Counsel

INTEGRITY AND CONFIDENTIALITY

We guarantee that all matters associated with the professional services we render will be directed with the highest degree of professional integrity. Accordingly, all information that the Village makes available to Ryan shall be considered confidential, proprietary information, and Ryan shall not disclose such information to any third party except as required in fulfilling duties described by this Agreement or to comply with an official order of a court of law.

Additionally, the Village agrees that Ryan's work product, including specific engagement procedures and techniques, constitutes proprietary and exclusive information, and the Village further agrees not to disclose such information to any third party without obtaining prior written approval from Ryan. Additionally, Ryan's tax saving strategies constitute proprietary and exclusive information; provided, however, that notwithstanding the foregoing, Ryan does not limit the Village's disclosure of the tax treatment or the tax structures of the transactions. This Agreement does not include information independently developed by the Village, information previously known to the Village, or information rightfully received by the Village from a third party without confidential limitations.

LAW GOVERNING AGREEMENT

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Exclusive venue for any dispute with respect to this Agreement shall reside in a court of competent jurisdiction in DuPage County, Illinois.

ACKNOWLEDGMENT

This Agreement shall be effective December 27, 2022, regardless of its actual date of execution.

Thank you for the opportunity to assist you with this project. If the above terms and conditions meet with your approval, please sign, and return the enclosed copy of this Agreement at your convenience. Upon acceptance, we will contact you to arrange a mutually acceptable time to begin

our review. If you have any questions, or if you would like to discuss this Agreement further, please contact Mr. Zoran Milutinovic at 312.444.1709 or Mr. Joseph Stachnik at 312.980.1122.

RYAN, LLC:

By: _____

Name: Joseph Stachnik

Title: Principal

Date: _12/27/2022_____

VILLAGE OF LOMBARD:

By: _____

Name: __Keith T. Giagnorio_____

Title: __Village President_____

Date: __2/2/2023_____