

Pursuant to Section 3(a) of the Agreement, Developer is not in default under the Agreement after expiration of all applicable notice and cure periods, and that it is otherwise in substantial compliance with the material covenants contained in the Agreement.

Pursuant to Section 3(c) of the Agreement, there are no liens on either the Project or the Property (other than the Agreement and approved construction loans).

The documents provided by the Developer to the City under the Agreement pursuant to Sections 3(b) and 3(c) are true, accurate and correct copies. Affiant acknowledges that the City has relied on the accuracy and completeness of those documents in determining to reimburse the Developer for Eligible Improvements and TIF Eligible Expenses (“Eligible Redevelopment Costs”). Those documents and records include all documentation reasonably required to evidence the Redevelopment Project Costs, such records to include, but not limited to, copies of all contracts with the general contractors and any other contractors engaged by Developer, contractors sworn affidavits, lien waivers, copies of checks and any other documentation specified by the City and/or in the possession of the Developer which is reasonably necessary to establish the amount and nature of costs for which Developer is seeking an Incentive Payment.

Pursuant to Section 9(a)(i) of the Agreement, Developer is authorized to do business under the laws of the State of Illinois. The Developer is solvent, able to pay its debts as they mature and financially able to perform all the terms of the Agreement. To Affiant's knowledge, there are no actions at law or similar proceedings which are pending or threatened against Developer which would result in any material and adverse change to Developer's financial condition, or which would materially and adversely affect the level of Developer's assets as of the date of the Agreement.

Pursuant to Section 9.1(ix) of the Agreement, to the best of Affiant's knowledge, Developer is in compliance in all material respects with the Legal Requirements (as defined in the Agreement).

Pursuant to Section 9(vi), to the best of Affiant's knowledge, there is no litigation, proceeding or investigation pending or threatened against Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of the Agreement or which would in any manner challenge or adversely affect the existence or powers of Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by Developer of the terms and provisions of the Agreement.

Pursuant to Section 12 of the Agreement, Developer has obtained and maintained the required insurance as set forth in the Agreement.

Pursuant to Section 13 of the Agreement, Developer has not discriminated against any employee or applicant for employment because of race, color, religion, sex or national origin in the construction and completion of the development of the Project. The Developer has taken affirmative action to require that applicants are employed and that employees are treated in compliance with law during employment, and without regard to their race, creed, color, religion, sex or national origin.

Pursuant to Section 14 of the Agreement, Developer is maintaining and operating the Project in a “first class manner”, as said term is used in the Agreement. Developer has entered into a property management agreement with an experienced and reputable third-party property management company and has maintained the use of an experienced and reputable third-party property management company to manage the Property.

Pursuant to Section 15 of the Agreement, all contractors and subcontractors hired by the Developer paid laborers, workers and mechanics performing services on public works projects, such as the Project, no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in Kane County.

Pursuant to Section 17 of the Agreement, Developer has not assigned the Agreement.

Pursuant to Section 30 of the Agreement, neither Developer nor any officer, member, manager, employee or agent of Developer, or any other person connected with Developer, has made, offered or given, either directly or indirectly, to any member of the Corporate Authorities of the City, or any officer, employee or agent of the City, or any other person connected with the City, any money or anything of value as an unlawful gift or bribe or other means of influencing his or her action in his or her capacity with the City.

FURTHER AFFIANT SAYETH NOT:

[_____]
Title: Authorized Representative
For: DAC DEVELOPMENTS, LLC

SUBSCRIBED AND SWORN TO BEFORE ME
THIS ____ DAY OF _____, 2024.

Notary Public