

**FIRST AMENDMENT TO
CITY OF NAPERVILLE
BUSINESS DISTRICT REDEVELOPMENT AGREEMENT
(BRIXMOR WESTRIDGE / BLOCK 59 PROJECT)**

THIS FIRST AMENDMENT (the “Amendment”) is made and entered into as of June ____, 2026 (the “Amendment Effective Date”), by and between the CITY OF NAPERVILLE, an Illinois municipal corporation and home rule unit of local government under the Laws and Constitution of the State of Illinois (the “City”), and BRIXMOR HERITAGE SQUARE LLC, a Delaware limited liability company (the “Developer”). The City and the Developer are collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

- A. The City and the Developer entered into that certain *City of Naperville Business District Redevelopment Agreement (Brixmor Westridge/Block 59 Project)* dated March 21, 2023 (the “Original Agreement”), which was approved by Ordinance No. 23-041 passed by the Mayor and City Council of the City (the “Corporate Authorities”) on March 21, 2023.
- B. The Original Agreement provides for the reimbursement to the Developer of up to \$13,400,000 in eligible Business District Project Costs for the Project described therein, through the issuance of one or more developer notes payable solely from Business District Taxes (as defined in the Original Agreement), on the terms and conditions set forth therein. The promissory note issued under the Original Agreement (the “Original Note”) has been issued and remains outstanding.
- C. The Developer has proposed replacement of a structure located within the Business District at the Westridge Court shopping center: the demolition of approximately 28,000 square feet of existing space combined with the construction of an approximately 54,154 square foot addition to an existing approximately 49,604 square foot structure, to create approximately 97,000 square feet or more of Class A retail space (the “Westridge Court Replacement Structure”, as more particularly described in the Definitions below). The Westridge Court Replacement Structure will take advantage of the current layout and parking capacity of Westridge Court.
- D. The total project costs for the Westridge Court Replacement Structure are estimated at \$14,200,000 with extraordinary upfront costs of \$1,850,000 for the demolition of an existing structure and the reinforcement of a shared wall with an adjacent commercial space (the “Additional Business District Project Costs”), as more particularly described in the Definitions below.
- E. The Developer has requested, and the City desires to provide, an additional \$1,850,000 in Business District assistance to reimburse the Additional Business District Project Costs following completion of the Westridge Court Replacement Structure. The Business District assistance will be paid on a pay-as-you-go basis sales are generated and Business

District Taxes are collected under the existing 1.00% Business District tax and within the existing 23-year Business District term.

- F. To accommodate the above request, the Corporate Authorities are concurrently approving a First Amendment to the City of Naperville Block 59 Business District Plan (the “Plan Amendment”). The inflation-adjustment language in 65 ILCS 5/11-74.3-5(f)(v) allows the original budget to be adjusted for CPI from the date the Plan was approved. Once that CPI adjustment is applied, the \$1,850,000 increase fits within the 5% cap, qualifying the request as a minor change approvable by the Corporate Authorities through the approval of an amendment to the Business District Plan and this First Amendment to the Business District Redevelopment Agreement, without the need for a public hearing under the Act.
- G. The Westridge Court Replacement Structure will provide substantial public benefits, including but not limited to: increased sales tax revenue available to the City; creation of construction jobs and ongoing employment; development and further activation of an underutilized site within the Business District; attraction of a prominent retail tenant; and to support the ongoing events at the Block 59 Event Plaza.
- H. The Parties desire to amend the Original Agreement to (i) recognize the Westridge Court Replacement Structure as part of the overall redevelopment efforts within the Business District, (ii) authorize reimbursement of the Additional Business District Project Costs up to \$1,850,000.00 via a second developer note on a pay-as-you-go basis that is expressly subordinate to the Original Note, and (iii) make such other amendments as are necessary or desirable to implement the foregoing, all in a manner consistent with the amended Business District Plan and the Act.
- I. In entering this Amendment, the City is acting pursuant to the Act and also pursuant to its authority as a home rule unit of local government under the Laws and Constitution of the State of Illinois.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants, representations, warranties, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. **Recitals.** The foregoing Recitals are incorporated herein as though fully set forth in this Section 1.
- 2. **Definitions.** Capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to them in the Original Agreement. The following definitions are hereby added to the Original Agreement:
 - a. “**Additional Business District Project Costs**” means the extraordinary costs associated with the Westridge Court Replacement Structure in the total amount of

\$1,850,000, consisting of demolition of an existing structure and reinforcement of a shared wall with an adjacent commercial space, as more particularly described in **Exhibit G** attached hereto and incorporated herein by reference (including Table 1 – Extraordinary Project Costs).

- b. **“Second Note”** means the promissory note to be issued by the City to the Developer pursuant to this Amendment in the principal amount of \$1,850,000, substantially in the form attached hereto as **Exhibit H**, to evidence the City’s obligation to reimburse the Developer for the Additional Business District Project Costs on the terms set forth herein and in the amended Business District Plan. The Second Note shall be expressly subordinate to the Original Note as more particularly set forth in Section 3.5.C below.
 - c. **“Westridge Court Replacement Structure”** means the demolition of approximately 28,000 square feet of existing space combined with the construction of an approximately 54,154 square foot addition to an existing approximately 49,604 square foot structure at the Westridge Court shopping center within the Business District, to create Class A retail space for a new prospective tenant requiring approximately 97,000 square feet, as more particularly described in the Plan Amendment, together with all related site improvements, utilities, and tenant improvements necessary to complete the project and commence operations.
3. **Authorization of Second Note and Additional Reimbursement.** The Original Agreement is hereby amended to add the following as a new Section 3.5.C.:

“3.5.C Second Note for Westridge Court Replacement Structure.

- (a) **Issuance and Terms of Second Note.** In addition to the Original Note issued pursuant to Section 3.5.A of the Original Agreement, the City agrees to issue to the Developer the Second Note in the principal amount of \$1,850,000.00 to reimburse the Developer for the Additional Business District Project Costs. The Second Note shall be issued upon satisfaction of the conditions precedent set forth in subsection (b) below. The Second Note shall accrue interest at the rate of six percent (6%) per annum (or such other rate as the Parties may agree in writing) and shall otherwise be on substantially the same terms and conditions as the Original Note, as more particularly set forth in the form of Second Note attached as Exhibit H, except as expressly modified by this Section 3.5.C.
- (b) **Conditions Precedent to Issuance and Payment.** The City’s obligation to issue the Second Note and to make any payments thereunder shall be subject to the satisfaction (or waiver by the City in its reasonable discretion) of conditions precedent substantially similar to those applicable to the Original Note under the Original Agreement, as adapted to the Westridge Court Replacement Structure. Such conditions shall include: (i) the Developer’s completion of the Westridge Court Replacement Structure substantially in accordance with all applicable City codes,

ordinances, approvals, and the Project Plans (as amended); (ii) issuance of certificate(s) of occupancy or equivalent for the addition; (iii) the new tenant's commencement of operations and generation of taxable sales within the Business District; (iv) the Developer's compliance with all reporting, audit, and insurance requirements under the Original Agreement; and (v) the absence of any Event of Default under the Original Agreement or this Amendment.

(c) **Subordination to Original Note and Source of Payment.** Notwithstanding anything to the contrary in the Original Agreement or this Amendment, the Second Note and the City's obligation to make any payments thereunder are and shall at all times be **expressly subordinate** to the Original Note. The City shall have no obligation to make any payment on the Second Note until such time as the City has determined in its reasonable discretion that the Original Note has been satisfied. From and after the date the City determines that the Original Note has been satisfied (the "Second Note Commencement Date"), any Business District Taxes remaining and accruing after satisfaction of the Original Note shall be applied to the payment of the Second Note on a pay-as-you-go basis in accordance with the payment procedures established for the Original Note. The Second Note shall have no claim on any Business District Taxes until after the Original Note has been satisfied. The term of the Second Note shall expire on the earlier of (i) full payment of the Second Note or (ii) one (1) year following the expiration of the twenty-three (23) year Business District term.

(d) **Maximum Reimbursement Amount.** The maximum aggregate principal amount of the Second Note shall not exceed \$1,850,000.00, plus accrued interest. The actual principal amount of the Second Note shall be based on the aggregate amount of Certificates of Expenditure issued by the City for the Additional Business District Project Costs, but in no event shall it exceed \$1,850,000.00.

(e) **No Obligation Beyond Available Surplus Taxes.** The Developer acknowledges and agrees that (i) the sole source of funds for payment on the Second Note is expressly limited to Business District Taxes remaining after the Original Note has been satisfied; (ii) the Developer is assuming the risk that there may be insufficient Business District Taxes to fully repay the Second Note; (iii) the Developer will have no right to compel the exercise of any taxing power of the City for payment of any amounts under the Second Note; and (iv) the City's reimbursement obligations with respect to the Second Note do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City."

4. **Ratification of Original Agreement.** Except as expressly modified by this Amendment, all of the terms, conditions, covenants, representations, warranties, and provisions of the Original Agreement shall remain in full force and effect and are hereby ratified, confirmed, and approved by the Parties. In the event of any conflict or inconsistency between the terms of this Amendment and the Original Agreement, the terms of this Amendment shall control with respect to the subject matter hereof.

5. **Exhibits.** The following exhibits are hereby added to the Original Agreement and incorporated herein by reference:
 - a. **Exhibit G** – Description of the Westridge Court Replacement Structure, Table 1 (Extraordinary Project Costs Breakdown – \$1,850,000), and Table 2 (Projected City Sales Tax Revenues from the Development).
 - b. **Exhibit H** – Form of Second Promissory Note.
6. **Defense, Indemnification, and Hold Harmless.** The defense, indemnification, and hold harmless obligations of the Parties set forth in the Original Agreement shall remain in full force and effect, are hereby ratified and confirmed, and shall apply with respect to this Amendment as if fully set forth herein. In addition to such obligations, the Developer shall indemnify, defend, and hold harmless the City and its officers, officials, agents, employees, and representatives (collectively, the “Indemnified Parties”) from and against any and all claims, demands, actions, suits, proceedings, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees and costs) arising out of or in connection with any third-party claim challenging the validity or enforceability of this Amendment, the Plan Amendment, or the Business District. The Developer’s obligations under this Section 6 shall survive the expiration or termination of this Amendment and the Original Agreement. The City shall have the right to select its own counsel to defend any such claim at the Developer’s expense.
7. **Miscellaneous Provisions.**
 - a. This Amendment constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and agreements between the Parties relating thereto.
 - b. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 - c. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
 - d. If any provision of this Amendment is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
 - e. All notices required or permitted under this Amendment shall be given in the manner provided in the Original Agreement.

f. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized officers as of the Amendment Effective Date first written above.

CITY OF NAPERVILLE,
an Illinois Municipal Corporation

By: _____
Scott A. Wehrli, Mayor

ATTEST:

By: _____
Dawn C. Portner, City Clerk

BRIXMOR HERITAGE SQUARE LLC,
a Delaware limited liability company

By: _____
_____ [update], Executive Vice President – President, Midwest

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ [update] is personally known to me to be the **Executive Vice President – President, Midwest** of **BRIXMOR HERITAGE SQUARE LLC**, and also personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ and respectively, and that he appeared before me this day in person and severally acknowledged that, as such _____, he signed and delivered the said instrument, pursuant to authority given by the limited partnership as his free and voluntary act, and as the free and voluntary act and deed of said **Executive Vice President – President, Midwest** of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2026.

Commission expires _____

Notary Public

EXHIBIT G

The Project

The Developer has proposed replacement of a structure located within the Business District at the Westridge Court shopping center: the demolition of approximately 28,000 square feet of existing space combined with the construction of an approximately 54,154 square foot addition to an existing approximately 49,604 square foot structure, to create approximately 97,000 square feet or more of Class A retail space (the “Westridge Court Replacement Structure”, as more particularly described in the Definitions below). The Westridge Court Replacement Structure will take advantage of the current layout and parking capacity of Westridge Court.

The total project costs for the Westridge Court Replacement Structure are estimated at \$14,200,000 with extraordinary upfront costs of \$1,850,000 for the demolition of an existing structure and the reinforcement of a shared wall with an adjacent commercial space (the “Additional Business District Project Costs”), as more particularly described in the Definitions below.

The Developer has requested, and the City desires to provide, an additional \$1,850,000 in Business District assistance to reimburse the Additional Business District Project Costs following completion of the Westridge Court Replacement Structure. The Business District assistance will be paid on a pay-as-you-go basis sales are generated and Business District Taxes are collected under the existing 1.00% Business District tax and within the existing 23-year Business District term.

TABLE 1

Extraordinary Costs

Soft Costs

Dry utility consultant	45,000
Updated topographic survey	10,000
Borings	30,000
Private utility locates	5,000

Utilities

Naperville Electric design and installation	300,000
Nicor Gas reroute and new service	75,000
AT&T tele/data relocates	25,000
Temporary Fence & Maintenance	28,800

Building and Site Demolition

Survey & Layout	25,000
Testing & Inspections	35,000
Make Safe & Disconnect	25,000
Building Demolition	198,700
Asphalt Removal	32,200
Site Excavation	168,900

Site Work

Sanitary Service	9,750
Storm	9,750
Water Service	13,000
Asphalt Pavement	193,400

Demo/Rebuild East Elevation - Anchor Space

Shore Existing Beams	100,000
Concrete Foundations	36,000

New Columns and Steel Roof beam	70,400
Excavation	25,000
Demo/Rebuild West Elevation and Utilities - Bullfrog Building	
Temporary Partition	20,000
Interior Demo	12,000
Foundations	22,500
Slab on grade	3,000
Shoring	25,000
Steel	20,000
Masonry	57,600
Roof Patching	10,000
Restore Original Finishes	25,000
Sanitary Service	28,500
Storm	28,500
Water Service	38,000
Fire Protection - Riser	15,000
Electrical	40,000
Construct New Sprinkler Room	36,000
Rework Gas Piping	8,000
<u>Total</u>	<u>1,850,000</u>

TABLE 2

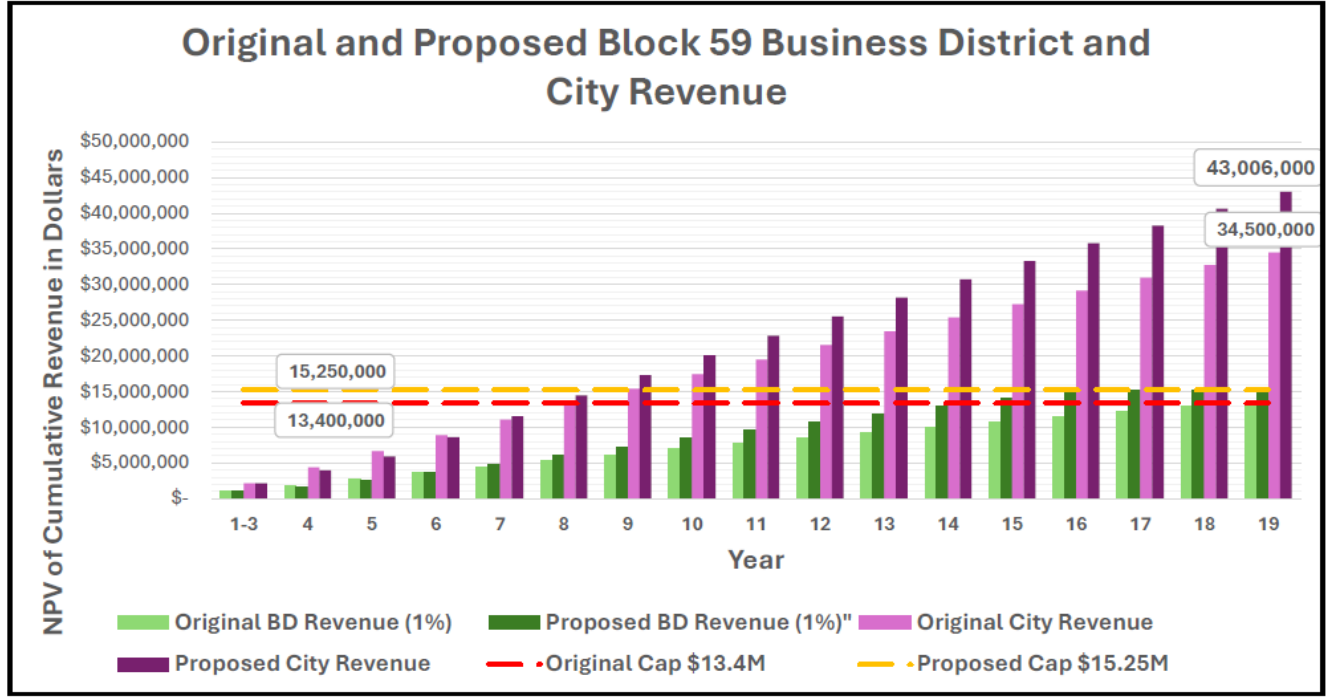


EXHIBIT H

Form of Second Promissory Note

REGISTERED

MAXIMUM AMOUNT

NO. R-2

\$1,850,000.00

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF DUPAGE
CITY OF NAPERVILLE

BUSINESS DISTRICT DEVELOPMENT REVENUE SECOND NOTE (WESTRIDGE/BLOCK 59 PROJECT), TAXABLE SERIES _____ A

Registered Owner: _____

Interest Rate: 6.0% per annum

Maturity Date: December 31, 20__

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Naperville, DuPage County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Second Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the Ordinances hereinafter referred to up to the principal amount of _____ (\$ _____) and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance which interest shall compound semi-annually. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Accrued but unpaid interest on this Second Note shall also accrue at the interest rate per year specified above until paid.

Principal of and interest on this Second Note from the Business District Taxes from the Business District (as such terms are defined in the hereinafter-defined Redevelopment Agreement) is due August of each year until the earlier of the Maturity Date or until this Second Note is paid in full. Payments shall first be applied to interest. The principal of and interest on this Second Note are

payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Treasurer of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Second Note at the principal office of the Registrar in Naperville, Illinois or as otherwise directed by the City. The Registered Owner of this Second Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Second Note promptly upon receipt of such payment.

This Second Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00) for the purpose of paying the costs of certain project costs incurred by _____, a _____ limited liability company (the "Developer"), which were undertaken in connection the First Amendment to City of Naperville Business District Redevelopment Agreement (Brixmor Westridge / Block 59 Project) dated as of June ____, 2026 (the "First Amendment"), which amends that certain City of Naperville Business District Redevelopment Agreement (Brixmor Westridge/Block 59 Project) dated March 21, 2023 (the "Original Agreement") (the "Project"), all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Business District Development and Redevelopment Act 65 ILCS 5/11-74.3-1 et seq. (the "Business District Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and the Ordinances adopted by the City Council on _____ (the "Ordinances"), in all respects as by law required.

THIS SECOND NOTE IS EXPRESSLY SUBORDINATE to that certain promissory note in the original principal amount of up to Thirteen Million Four Hundred Thousand Dollars (\$13,400,000.00) issued by the City to the Developer pursuant to Section 3.5.A of the Original Agreement (the "Original Note"). The City shall have no obligation to make any payment of principal or interest on this Second Note until such time as the City has determined in its reasonable discretion that the Original Note has been satisfied. From and after the date the City determines that the Original Note has been satisfied (the "Second Note Commencement Date"), any Business District Taxes remaining and accruing after satisfaction of the Original Note shall be applied to the payment of the Second Note on a pay-as-you-go basis in accordance with the payment procedures established for the Original Note. The Second Note shall have no claim on any Business District Taxes until after the Original Note has been satisfied. The term of the Second Note shall expire on the earlier of (i) full payment of the Second Note or (ii) one (1) year following the expiration of the twenty-three (23) year Business District term.

From and after the Second Note Commencement Date, the principal of and interest on this Second Note shall be payable solely from Business District Taxes remaining after satisfaction of the Original Note and deposited into the Naperville Block 59 Business District Tax Allocation Fund, on a pay-as-you-go basis. The City shall have no obligation to make any payment on this Second Note from any other source of funds, including but not limited to any general revenues of the City

or any other tax increment or special fund. The Developer acknowledges that it is assuming the risk that there may be insufficient surplus Business District Taxes to fully repay this Second Note.

The City has assigned and pledged certain rights, title and interest of the City in and to certain business district taxes from the Business District which the City is entitled to receive pursuant to the Business District Act and the Ordinances, in order to pay the principal and interest of this Second Note. Reference is hereby made to the aforesaid Ordinances and the First Amended Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Second Note and the terms and conditions under which this Second Note is issued and secured. THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY AND IS PAYABLE SOLELY FROM BUSINESS DISTRICT TAXES AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCES. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE VILLAGE, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OR INTEREST OF THIS NOTE. The principal of this Second Note is subject to redemption on any date, as a whole or in part, at a redemption price of One Hundred Percent (100%) of the principal amount thereof being redeemed. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Second Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Second Note is issued in fully registered form in the denomination of its outstanding principal amount. This Second Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Second Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Naperville, Illinois, but only in the manner and subject to the limitations provided in the Redevelopment Agreement, if any, and upon surrender and cancellation of this Second Note. Upon such transfer, a new Second Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange here for. The Registrar shall not be required to transfer this Second Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the maturity date of this Second Note nor to transfer this Second Note after notice calling this Second Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Second Note. Such transfer shall be in accordance with the form at the end of this Second Note.

This Second Note hereby authorized shall be executed and delivered as the Ordinances and the First Amended Redevelopment Agreement provide.

This Second Note (the “Second Note”) is issued pursuant to that certain First Amendment to City of Naperville Business District Redevelopment Agreement (Brixmor Westridge / Block 59 Project) dated as of June ___, 2026 (the “First Amendment”), which amends that certain City of Naperville Business District Redevelopment Agreement (Brixmor Westridge/Block 59 Project) dated March 21, 2023 (the “Original Agreement”) between the City and the Registered Owner (the “First Amendment”), the Registered Owner has agreed, among other things, to construct the Project and to advance funds for the construction of certain facilities related to the Project. The cost of such construction in the amount of up to _____ (\$ _____) shall be deemed to be a disbursement of the proceeds of this Second Note.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Second Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Second Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Second Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

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IN WITNESS WHEREOF, the City of Naperville, DuPage County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Second Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk, all as of _____, 202__.

Mayor

(SEAL)

Attest:

City Clerk

CERTIFICATE
OF
AUTHENTICATION

Registrar and Paying Agent
Treasurer of the City of Naperville
Cook County, Illinois

This Second Note is described in the within mentioned Ordinances and is the Second Business District Development Revenue Second Note (Westridge/Block 59 Project), Taxable Series _____ A, of the City of Naperville, Cook County, Illinois

Treasurer

Date:

PRINCIPAL PAYMENT RECORD

DATE OF PAYMENT	PRINCIPAL PAYMENT	PRINCIPAL BALANCE DUE
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(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____ the within Second Note and does hereby irrevocably constitute and appoint attorney to transfer the said Second Note on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Registered Owner

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Second Note in every particular, without alteration or enlargement or any change whatever.