

INTERGOVERNMENTAL LOAN AGREEMENT LOAN AGREEMENT

This INTERGOVERNMENTAL LOAN AGREEMENT ("Agreement") is made as of **June 16, 2026** (the "Effective Date"), by and between the CITY OF JOLIET, an Illinois municipal corporation with its principal offices at 150 West Jefferson Street, Joliet, Illinois 60432 ("Lender"), and the WILL COUNTY EXPOSITION AND AUDITORIUM AUTHORITY, established under 70 ILCS 200/280-1, *et seq.* ("Borrower").

BACKGROUND

- A. Borrower owns and operates certain buildings located at 102 N. Chicago Street, Joliet, IL 60432 (the "Property"), and requires funds to perform certain capital repairs, restoration, and related improvements to the buildings located on the Property (collectively, the "Repairs and Improvements").
- B. Lender has in the past number of years provided grants to the Borrower in the amount of \$475,000.00 per year for capital expenditures.
- C. Borrower is engaged in attempting to recover costs related asbestos clean-up costs due to an asbestos release in July 2024 while asbestos was being removed from the Rialto by Universal Asbestos Removal, Inc. ("Universal"). Cost recovery is being sought from both Universal who was the subcontractor for the asbestos removal and R. Berti & Sons Contractor, Inc. ("Berti"), who was the general contractor for the asbestos removal project.
- D. Borrower has requested that Lender extend to Borrower a loan in a maximum aggregate principal amount of up to \$2,000,000 to pay for HVAC renovations for the Rialto Square Theatre at 102 N Chicago Street, Joliet, IL 60432.
- E. Subject to the terms and conditions set forth below, and in reliance upon the representations and warranties and the covenants and undertakings of Borrower, Lender wishes to make such loan to Borrower, the proceeds of which shall be used solely and exclusively in furtherance of the Project (as defined below).

In consideration of the foregoing and of the mutual covenants and undertakings set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions. In addition to terms defined elsewhere in this Agreement, the following terms as used in this Agreement shall have the meanings specified below (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

- (a) "Agreement" means this Loan Agreement, as the same may be amended, modified, or supplemented from time to time.

- (b) “Asbestos Recovery Funds” means any payment received from or on behalf of Universal and/or Berti which payment is related to the July 2024 asbestos release, whether such payment is received as a result of settlement or judgment, and regardless of whether such amount is for repayment of direct cleanup costs, lost revenues, attorney fees, or settlement with the State.
- (c) “Business Day” means any day that is not a Saturday, Sunday, or public holiday under the laws of the State of Illinois.
- (d) “Closing” has the meaning given to that term in Section 2.1.
- (e) “Closing Date” means the date of the Closing.
- (f) “Default means” any event which, with the giving of notice or the lapse of time, or both, would constitute an Event of Default as set forth in Section 9.1.
- (g) “Default Rate” means a rate per annum equal to the Interest Rate plus three percent (3.00%).
- (h) “Disbursement” has the meaning given to that term in Section 6.1.
- (i) “Disbursement Request” means a written request for a Disbursement, in substantially the form attached hereto as Exhibit A (or such other form reasonably acceptable to Lender), submitted by Borrower to Lender pursuant to Section 6.1.
- (j) “Event of Default” has the meaning given to that term in Section 9.1.
- (k) “HVAC” means heating, ventilation, and air conditioning installed to regulate and control indoor air quality, temperature, and humidity.
- (l) “Interest Rate” means the current rate for State and Local Government Series (SLGS) securities for the 06-00 term, as determined by the Borrower and Lender at the time of execution of this Agreement.
- (m) “Loan” means the loan to be made by Lender to Borrower under the terms and conditions of this Agreement.
- (n) “Loan Amount” has the meaning given to that term in Section 2.3.
- (o) “Loan Documents” means this Agreement, and any other agreements or documents now or in the future executed or delivered to Lender by Borrower in connection with this Agreement or the making of the Loan.
- (p) “Loan Term” has the meaning given to that term in Section 2.4.
- (q) “Maturity Date” means the date that is six (6) years after the Closing Date.
- (r) “Obligations” means all indebtedness, liabilities, and obligations of Borrower to Lender arising under or in connection with this Agreement, whether for principal (in an aggregate principal amount of up to \$2,000,000), interest, fees, costs, expenses, or otherwise, whether now existing or hereafter arising.
- (s) “Origination Fee” means that certain fee for originating the Loan payable by Borrower to Lender at Closing, in the amount of \$0.00. The Lender agrees to waive any origination fees associated with the Loan.
- (t) “Origination Period” means the period during which Disbursements may be made by Lender to Borrower, as more fully described in Section 2.2.

(u) "Project" means the Repairs and Improvements being financed with the proceeds of the Loan, as more particularly described in Section 3.2.

(v) "Repairs and Improvements" means the capital repairs, capital improvements, and restoration, to the buildings located on the Property, including HVAC and other building systems as applicable.

(w) "Vendor" means a contractor, subcontractor, materialman, design professional, or other third-party provider of goods or services in connection with the Repairs and Improvements.

ARTICLE II

THE LOAN

2.1 Agreement to Lend. Subject to the terms and conditions in this Agreement and the other Loan Documents, Lender agrees to lend to Borrower, and Borrower agrees to borrow from Lender, up to the Loan Amount. The closing of the Loan shall occur upon satisfaction of the conditions outlined in Article V ("Closing").

2.2 Disbursement of Loan; Origination Period. The proceeds of the Loan shall be disbursed by Lender, in one or more Disbursements, in accordance with Section 6.1. Borrower may request Disbursements from the Closing Date through the date that is thirty-six (36) months after the Closing Date (the "Origination Period"), after which Lender shall have no further obligation to make Disbursements, and any undrawn portion of the Loan Amount shall be automatically and permanently cancelled.

2.3 Loan Amount. The Loan shall be in a maximum aggregate principal amount of up to Two Million Five Hundred Thousand and No/100 Dollars (\$2,000,000) (the "Loan Amount").

2.4 Loan Term. The term of the Loan shall be six (6) years commencing on the Closing Date (the "Loan Term"), maturing on the Maturity Date.

2.5 Interest Rate. The outstanding principal balance of the Loan shall bear interest at the Interest Rate from the date of each Disbursement until paid in full.

2.6 Not Revolving. The Loan is not a revolving line of credit. Amounts repaid or prepaid by Borrower may not be re-borrowed, and no Disbursement may cause the aggregate principal amount of all Disbursements to exceed the Loan Amount.

2.7 Interest Basis. Interest on the outstanding principal balance of the Loan shall be calculated on the basis of a 360-day year of twelve 30-day months.

2.8 Repayment.

(a) Forgiveness in Lieu of Grants. Consistent with its prior practice, Lender will be making a grant Borrower of \$475,000 in 2026. In lieu of making any grants to Borrower in 2027 and subsequent years and while there is an outstanding balance on the loan, Lender shall forgive on an annual basis not less than \$475,000.00 of the outstanding interest and principal. The loan forgiveness shall be made on August 1 of each year. In the event that the outstanding balance on the loan is less than \$475,000 on August 1 of any year, the outstanding balance shall be reduced by an amount equal to the outstanding balance and there shall be a loan-forgiveness carryover in an amount equal to the \$475,000 less the outstanding balance forgiven. For example, if the outstanding balance on August 1 is \$200,000, the \$200,000 balance will be forgiven, and there will be a loan-forgiveness carryover of \$275,000. Any loan-forgiveness

carryover shall be applied to any balance as the balance is created. For example, if there is a loan-forgiveness carryover of \$275,000, and there is a disbursement of \$50,000, the balance of the loan will be 0, and the loan-forgiveness carryover will be reduced to \$225,000 to be applied to future loan balances. In the event that the loan balance is 0, grants may resume and are anticipated to resume.

(b) Asbestos Recovery Funds. Promptly, and in any event within ten (10) Business Days after Borrower's receipt of any Asbestos Recovery Funds, Borrower shall pay to Lender an amount equal to the gross amount of such Asbestos Recovery Funds, to be applied against the Obligations as set forth in Section 2.8(d). Borrower shall provide Lender with written notice of receipt of any Asbestos Recovery Funds within five (5) Business Days after receipt thereof. In the event that Borrower receives Asbestos Recovery Funds in excess of the outstanding balance on the loan, Borrower shall pay the balance on the loan and the aggregate principal amount of \$2,000,000 which may be borrowed by Borrower will be reduced by the difference between the amount of the Asbestos Recovery Funds received by borrower and the amount of the Asbestos Recovery Funds used to pay the outstanding balance on the loan.

(c) Balloon at Maturity. The entire unpaid principal balance of the Loan, together with all accrued and unpaid interest thereon and all other unpaid Obligations, shall be due and payable in full on the Maturity Date.

(d) Application of Payments. Unless otherwise required by applicable law, payments received by Lender along with the annual loan forgiveness shall be applied (i) first, to any unpaid costs, and expenses then due; (ii) second, to accrued and unpaid interest; and (iii) third, to the outstanding principal balance of the Loan. Application to principal shall not defer the obligation to pay all remaining Obligations on the Maturity Date except to the extent the Loan is paid in full.

(e) Voluntary Prepayment. Borrower shall have the option to prepay any portion of the Loan principal, in whole or in part, at any time without premium or penalty, upon not less than five (5) Business Days' prior written notice to Lender. Each voluntary prepayment shall be accompanied by all accrued and unpaid interest on the amount prepaid.

(f) Manner of Payment. All payments shall be made in lawful money of the United States, in immediately available funds, by wire transfer or ACH to an account designated by Lender. If any payment becomes due on a day which is not a Business Day, the due date shall be extended to the next Business Day and such extension shall be included in computing interest.

ARTICLE III

PURPOSE AND USE OF LOAN PROCEEDS

3.1 Purpose of Loan. The purpose of the Loan is to provide financing that will enable the Borrower to perform the Repairs and Improvements. Borrower represents and warrants that no intention or agreement exists or is contemplated to use the proceeds of the Loan for any purpose other than the purpose stated herein or to designate such proceeds for any entities or organizations other than Borrower or its affiliates engaged in Project-related work. Borrower understands and agrees that the proceeds of the Loan may not, under any circumstance, serve as security for any present or future indebtedness of Borrower or be used for any purpose other than the purpose stated herein.

3.2 The Project. Borrower will undertake the Repairs and Improvements at the Property. The Repairs and Improvements are collectively referred to as the "Project." Borrower retains discretion to modify Project plans and timelines, provided such modifications do not increase the Loan Amount or otherwise materially adversely affect Lender's rights under this Agreement.

Lender agrees to provide Borrower with letters of support or other documentation reasonably necessary to secure additional financing or grants for the Project.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

To induce Lender to enter into this Agreement and to fund the Loan, Borrower represents and warrants to Lender, as of the date of this Agreement and as of the date of each Disbursement, as follows:

4.1 Organization. Borrower is a unit of local government established under 70 ILCS 200/280-1, *et seq.*, validly existing, and in good standing under the laws of the State of Illinois, and has paid all taxes and filed all reports, if any, necessary to maintain its status and good standing. No proceeding or action is pending or, to the best of Borrower's knowledge, threatened, against Borrower which could affect its status and good standing as an Illinois unit of local government.

4.2 Power and Authority. Borrower is governed by a board of seven trustees. The Board of Trustees has the requisite power and authority to conduct all the activities which it now conducts or proposes to conduct in connection with the Project and as contemplated by the Loan Documents under 70 ILCS 200/280-1, *et seq.* and to enter into the Loan Documents pursuant to 70 ILCS 200/280-30 and 5 ILCS 220/5.

4.3 Binding Agreement. Borrower has taken or will take all requisite action necessary to authorize the execution and delivery of the Loan Documents and the consummation of the transactions contemplated by the Loan Documents. The Loan Documents are valid and binding obligations of Borrower, enforceable under their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other laws and equity principles applied for the relief of debtors generally. No consent, order, authorization, or other approval of any governmental body or agency is required for Borrower to execute or deliver, or to perform Borrower's obligations under, the Loan Documents, that has not been obtained.

4.4 Litigation. To Borrower's knowledge, no legal action, suit, proceeding, or investigation is pending or threatened that would materially and adversely affect Borrower's ability to perform its obligations under this Agreement or to complete the Project. Borrower agrees to promptly notify Lender in writing of any such legal actions or proceedings that arise during the term of this Agreement and that could reasonably be expected to have a material adverse effect on its ability to fulfill its obligations.

4.5 No Defaults. Borrower is not currently in material default under any judgment, order, contract, or agreement that would materially and adversely affect its ability to perform its obligations under this Agreement. Borrower further agrees to promptly notify Lender of any material default or alleged default that arises during the term of this Agreement and could reasonably be expected to impact its performance.

4.6 Other Agreements. Borrower is not a party to any agreement or instrument, or subject to any restriction, which could materially adversely affect its properties, assets, operations, or financial condition.

4.7 Disclosure. No representation, warranty, or statement of Borrower in this Agreement or the other Loan Documents, or in any document furnished to Lender in connection with this Agreement or the other Loan Documents, contains any untrue statement of a material fact, or omits any material fact, the omission of which would be misleading.

4.8 Judgments. Borrower has not been subject to any judgments, liens, or legal orders that would materially and adversely affect its ability to perform its obligations under this Agreement. Borrower agrees to notify Lender of any such material

judgments, liens, or legal orders that arise during the term of this Agreement and could reasonably be expected to impact Borrower's performance.

ARTICLE V

CONDITIONS TO LENDER'S OBLIGATIONS

5.1 General Conditions. The obligation of Lender under this Agreement to fund the Loan is subject to the following conditions precedent, all of which shall be fulfilled to Lender's satisfaction on or before the Closing Date:

- (a) The representations and warranties made by Borrower in this Agreement and the other Loan Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of such time;
- (b) No Default or Event of Default shall result from the funding of the Loan; and
- (c) Borrower shall have delivered to Lender a certified copy of the resolution or other authorizing action of its governing board approving the execution, delivery, and performance of this Agreement.

5.2 Delivery of Documents. As conditions precedent to the obligation of Lender to fund the Loan, Borrower shall deliver or cause to be delivered to Lender, at or before the Closing, this Agreement, duly executed by Lender and Borrower, in form and substance acceptable to Lender.

ARTICLE VI

DISBURSEMENTS

6.1 Disbursement Requests. Borrower may request a Disbursement by delivering to Lender a Disbursement Request not less than fifteen (15) Business Days prior to the requested Disbursement date. Each Disbursement Request shall:

- (a) identify the Vendor(s) to be paid;
- (b) state the amount to be paid to each Vendor;
- (c) describe the goods or services covered by the request; and
- (d) be accompanied by copies of invoices and such other reasonable supporting documentation as Lender may request, including, as applicable, lien waivers, change orders, contractor sworn statements, and evidence of completed work.

6.2 Distributions. Subject to satisfaction of the conditions set forth in this Agreement, Lender shall fund approved Disbursements by paying the applicable amounts to Borrower.

6.3 Conditions to Each Disbursement. Lender's obligation to fund any Disbursement is conditioned upon: (a) Lender's receipt of a complete Disbursement Request with the required supporting documentation; (b) the truth and accuracy in all material respects of Borrower's representations and warranties; (c) the absence of any Default or Event of Default; (d) the

requested Disbursement, when added to the aggregate principal amount of all prior Disbursements, not exceeding the Loan Amount; and (e) the request being made during the Origination Period.

6.4 Review and Approval. Lender shall review each Disbursement Request in good faith and shall not unreasonably withhold, condition, or delay approval. Lender shall fund approved Disbursements within thirty (30) days after receipt of a complete Disbursement Request. Lender may, in its reasonable discretion, request additional documentation, conduct inspections of the Repairs and Improvements, or require third-party verification of completed work prior to funding any Disbursement.

ARTICLE VII

AFFIRMATIVE COVENANTS

As long as any portion of the Loan is outstanding or unpaid, Borrower covenants and agrees that, unless Lender otherwise consents in writing:

7.1 Reports. Borrower shall furnish information, statements, or documentation reasonably necessary to address specific questions or concerns raised by Lender, provided such requests are related to the Loan or the Project and do not impose an undue administrative burden on Borrower.

7.2 Existence. Borrower shall maintain its existence and good standing as an Illinois unit of local government and shall comply with all applicable federal, state, and local laws and regulations necessary for the continuation of its operations, including the Project.

7.3 Use of Loan Proceeds. Borrower shall use the proceeds of the Loan solely for the purposes described in and permitted by this Agreement. Borrower may make modifications to the Project's scope or budget, provided that such changes do not increase the overall Loan Amount.

7.4 Anti-Discrimination Laws. Borrower shall fully comply with all applicable federal, state, local, and other governmental anti-discrimination laws, executive orders, and regulations in its use of Loan proceeds and in conducting the Project.

7.5 Inspections. Borrower agrees to provide Lender with reasonable access to financial records and project documentation relevant to the Loan upon written request, subject to Borrower's standard procedures for record access and applicable laws. Any site visits or inspections of the Project shall be coordinated with Borrower to ensure they do not unreasonably interfere with Borrower's operations or the progress of the Project.

7.6 Pursuit of Grant and Settlement. Borrower shall diligently and in good faith pursue the Grant and the Settlement, and shall promptly notify Lender in writing of (a) any modification, reduction, denial, or delay of the Grant or Settlement, and (b) Borrower's receipt of any Grant proceeds or Settlement proceeds, within five (5) Business Days after such receipt.

ARTICLE VIII

NEGATIVE COVENANTS

As long as any portion of the Loan is outstanding or unpaid, Borrower covenants and agrees that, unless Lender otherwise consents in writing:

8.1 Assignment. Borrower shall not assign any rights or delegate performance of any of its duties or obligations under the Loan Documents. Lender shall not assign its rights under this Agreement without Borrower's prior written consent, except to a successor governmental entity or as required or permitted by applicable law.

8.2 Material Changes. Borrower shall not take any action, such as modifying governance documents, merging, consolidating, or dissolving, that would materially impair its ability to fulfill its obligations under this Agreement. Borrower agrees to provide Lender with reasonable prior notice of any proposed actions that could impact its repayment obligations.

8.3 Disposal of Assets. Borrower shall not sell, lease, or transfer any assets that are critical to the performance of its obligations under this Agreement without prior approval from its governing board and in compliance with applicable laws. Borrower agrees to notify Lender of any such transactions if they could materially impact Borrower's ability to fulfill its obligations under this Agreement.

8.4 Use of Loan Proceeds. Borrower shall use the proceeds of the Loan solely for purposes related to the Project and consistent with applicable federal, state, and local laws governing the use of public funds.

8.5 Guaranties. Borrower shall not guarantee or assume the liabilities or obligations of any third party in connection with the Project except as required by law or approved by Borrower's governing board.

8.6 Indebtedness. Borrower shall not incur additional indebtedness for the Project without the approval of its governing board and in compliance with applicable laws. Borrower agrees to notify Lender if such indebtedness could materially impact its ability to fulfill its obligations under this Agreement.

8.7 Compromise of Grant or Settlement. Borrower shall not voluntarily reduce, waive, release, compromise, settle, or assign the Grant or the Settlement (or any portion thereof) without the prior written consent of Lender, such consent not to be unreasonably withheld, conditioned, or delayed.

ARTICLE IX

EVENTS OF DEFAULT

9.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

- (a) Borrower fails to pay any principal, interest, or other Obligation when due, and such failure continues for ten (10) Business Days after written notice from Lender;
- (b) Borrower fails to remit Grant proceeds or Settlement proceeds to Lender as required by Section 2.8(a) or 2.8(b), and such failure continues for fifteen (15) Business Days after written notice from Lender;
- (c) Borrower fails to pay any Obligation due on the Maturity Date;
- (d) Borrower materially violates any other term of this Agreement, and such violation remains uncured for thirty (30) days following written notice from Lender (or such longer period, not to exceed sixty (60) additional days, as is reasonably required to cure such failure, provided Borrower commences and diligently pursues such cure);

(e) Any representation or warranty made by Borrower in or in connection with this Agreement proves to have been false or misleading in any material respect when made; or

(f) Borrower becomes unable to meet its financial obligations under this Agreement due to reasons within its control.

Administrative or technical errors that do not materially impair Lender's rights or the progress of the Project shall not constitute an Event of Default.

9.2 Remedies. Upon the occurrence and during the continuance of any Event of Default, Lender may, by written notice to Borrower, do any or all of the following: (a) declare all or any portion of the Obligations immediately due and payable, whereupon the same shall become immediately due and payable; (b) suspend or terminate its obligation to make any further Disbursements; (c) charge interest at the Default Rate on all outstanding Obligations from the date of such Event of Default until paid in full; and (d) exercise any and all other rights and remedies available to it under applicable law or in equity. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies that Lender may have.

Before exercising remedies under Section 9.2, Lender shall in good faith meet with Borrower (or offer to do so) to review the circumstances of the Event of Default and explore alternative resolutions; provided, that this requirement shall not delay or impair Lender's ability to exercise its remedies, and shall not apply where an Event of Default arises from Borrower's failure to remit Grant or Settlement proceeds, failure to pay at Maturity, or any insolvency event.

ARTICLE X

MISCELLANEOUS

10.1 Indemnification. Borrower agrees to indemnify and hold Lender harmless from any losses, damages, or reasonable costs, including legal expenses, directly resulting from Borrower's material and willful breach of its obligations under this Agreement, to the extent permitted by applicable law. Such indemnification shall not extend to losses, damages, or expenses arising from Lender's negligence, willful misconduct, or actions outside the scope of this Agreement. This indemnification obligation shall survive for the period of the applicable statute of limitations after the Loan has been fully repaid and shall not exceed the limitations imposed by state law on the use of public funds for indemnity purposes.

10.2 Notices. All notices, requests, demands, consents, waivers, and other communications given under any of the provisions of this Agreement shall be in writing and shall be deemed given (a) when delivered personally, (b) one (1) Business Day after deposit with a nationally recognized overnight courier, (c) three (3) Business Days after deposit in the U.S. mail, postage prepaid and certified or registered mail, return receipt requested, or (d) when sent by electronic mail (with confirmation of receipt), in each case to the address or email set forth on the signature page hereto (or to such other address or email as a Party may designate by notice given in accordance with this Section).

10.3 Force Majeure. In the event of a force majeure event (such as natural disasters, pandemics, or other circumstances beyond Borrower's reasonable control) that prevents Borrower from making any non-monetary performance under this Agreement, such non-monetary obligation shall be deferred for the duration of the force majeure event, not to exceed ninety (90) days unless extended by mutual written agreement. Borrower's monetary obligations (including the obligation to remit Grant and Settlement proceeds and to pay all Obligations on the Maturity Date) shall not be deferred. During any deferral period, Borrower and Lender shall cooperate in good faith to assess the impact of the event.

10.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to its conflict-of-laws principles.

10.5 Venue. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Will County, Illinois, and the Parties hereby consent to the exclusive jurisdiction and venue of such courts.

10.6 Entire Agreement; Amendment. This Agreement, together with any exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings. This Agreement may be amended, modified, or waived only by a writing signed by both Parties.

10.7 Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to render it valid and enforceable, or, if such modification is not possible, severed from this Agreement, and the remaining provisions shall continue in full force and effect.

10.8 No Waiver. No failure or delay by Lender in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right.

10.9 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered by electronic means (including PDF or recognized e-signature platforms) shall have the same force and effect as original signatures.

10.10 Headings. Section and article headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LENDER:

CITY OF JOLIET

By: _____

Name: _____

Title: _____

Date: _____

Notice Address:

Email: _____

BORROWER:

WILL COUNTY METROPOLITAN EXPOSITION AND AUDITORIUM AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

Notice Address:

Email: _____

EXHIBIT A
FORM OF DISBURSEMENT REQUEST

To: City of Joliet, as Lender

From: Will County Metropolitan Exposition and Auditorium Authority, as Borrower

Date: _____

Disbursement Request No.: _____

Reference is made to that certain Loan Agreement, dated as of June 16, 2026 (the "**Loan Agreement**"), between Borrower and Lender. Capitalized terms used and not defined herein have the meanings given in the Loan Agreement.

Pursuant to Section 6.1 of the Loan Agreement, Borrower hereby requests a Disbursement as follows:

1. Aggregate amount of this Disbursement Request: \$_____.
2. Requested funding date: _____.
3. Schedule of payees, amounts (attach as Schedule 1):
 - Vendor name
 - Description of goods/services
 - Invoice number and date
 - Amount payable
4. Supporting documentation attached: invoices, lien waivers (as applicable), contractor sworn statements (as applicable), and such other reasonable documentation as required.

Borrower hereby certifies that, as of the date hereof:

- (a) All representations and warranties of Borrower in the Loan Agreement are true and correct in all material respects;
- (b) No Default or Event of Default has occurred and is continuing;
- (c) The proceeds of this Disbursement will be used solely to pay for the Repairs and Improvements in accordance with the Loan Agreement; and
- (d) After giving effect to this Disbursement, the aggregate amount of the Loan disbursements will not exceed \$2,000,000.

Will County Metropolitan Exposition and Auditorium Authority

By: _____

Name: _____

Title: _____