

## Resolution 2025-R-186

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

### **A Resolution Approving an Economic Incentive Agreement Between the Village of Northbrook and Rivian, LLC (1804-1818 Skokie Boulevard)**

is hereby adopted, as follows:

#### Section 1. RECITALS

Rivian, LLC ("**Operator**") has entered into a lease with 1818 Partnership, LLC ("**Owner**") for the property commonly known as 1804-1818 Skokie Boulevard, Northbrook, Illinois.

Operator proposes to develop the Property as a Rivian sales, service, and delivery center for the sale, service, maintenance, test driving, charging, repair, delivery and storage of new and pre-owned Rivian automobiles and related parts and accessories and for general office purposes necessary to the operation of the Rivian dealership as well as those incidental activities necessary thereto, including, without limitation, parking oversized vehicles for the purpose of loading and unloading Rivian vehicles, supplies and materials, and parking for Rivian employees, customers and guests ("**Facility**").

In order to ensure the viability and success of the Facility, Operator has entered into a 15-year lease for the Property.

This investment and location of the Facility within the Village is expected to bring increased sales tax revenues for the Village which assist, and will continue to assist, the Village in providing essential municipal services to members of the public.

Operator has represented to the Village that without financial assistance from the Village, the operation of the Facility is not economically feasible and that Operator would not undertake the investment in the Property and operation of the Facility. Operator has requested that the Village provide the economic incentives set forth in the Agreement in order to establish the Facility on the Property

The Village has determined that the operation of the Facility on the Property will generate significant sales and property tax revenue for the Village, as well as the school, library, and park districts that serve the Village's residents, and is consistent with, and will further the goals of, the Village's Comprehensive Plan.

The proposed Economic Incentive Agreement will provide Operator with a financial incentive from the Village in a not to exceed amount of \$14,400,000, to be paid in installments based on the Village's receipt of sales tax revenue from the Facility ("**Agreement**").

The Village President and Village Board of Trustees have determined that this Agreement is necessary and appropriate to provide the economic development benefits to the Village.

#### Section 2. APPROVAL OF AGREEMENT

Pursuant to the Home Rule authority of the Village, the Agreement is hereby approved in substantially the form attached to this resolution as **Exhibit A**.

Section 3.      AUTHORIZATION

Pursuant to the Home Rule authority of the Village, the Village Manager and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Agreement upon receipt of fully executed copies of the Agreement by Operator and any other person or entities whose consent is required; provided, however, that if such executed copies of the Agreement are not received by the Village Clerk within 30 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Section 4.      EFFECTIVE DATE

The approval of this Resolution shall be in full force and effect following passage by the Board of Trustees in the manner provided by law.

Approved: 11/11/25

<b>RESULT:</b>	<b>APPROVED [4 – 0]</b>
<b>MOVER:</b>	Robert Israel, Trustee
<b>SECONDER:</b>	Johannah Hebl, Trustee
<b>AYES:</b>	Israel, Hebl, Ebhomielen, Cassidy
<b>NAYES:</b>	None
<b>ABSTAIN:</b>	Kathryn Ciesla, President
<b>ABSENT:</b>	Heather Ross, Trustee and Michelle Kohler, Trustee

/s/ Kathryn Ciesla  
Village President

ATTEST:

/s/ Derek Gau  
Village Clerk

**ECONOMIC INCENTIVE AGREEMENT BETWEEN  
THE VILLAGE OF NORTHBROOK AND RIVIAN, LLC  
(1804-1818 SKOKIE BOULEVARD)**

**THIS ECONOMIC INCENTIVE AGREEMENT (“Agreement”)** is dated as of this \_\_\_th day of November, 2025, and is by and between the **VILLAGE OF NORTHBROOK**, an Illinois home-rule municipal corporation (“**Village**”) and **RIVIAN, LLC**, a Delaware limited liability company (“**Operator**”).

**IN CONSIDERATION OF** the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Village’s statutory and home rule powers, Operator and the Village hereby agree as follows:

**SECTION 1. RECITALS.**<sup>1</sup>

A. The Village has the authority, pursuant to the laws of the State of Illinois and its home rule authority, to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of conditions detrimental to healthy economic development, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and operators for the purpose of achieving such objectives.

B. Operator has entered into a lease with 1818 Partnership, LLC (“**Owner**”) for those certain parcels of real estate located in the Village of Northbrook, Cook County, Illinois, commonly known as 1804-1818 Skokie Boulevard, Northbrook, Illinois and legally described in **Exhibit A** attached to and, by this reference, incorporated herein (“**Property**”). Owner has consented to this Agreement.

C. Operator is a wholly owned subsidiary of Rivian Automotive, LLC.

D. Operator proposes to develop the Property as a Rivian sales, service, and delivery center for the sale, service, maintenance, test driving, charging, repair, delivery and storage of new and pre-owned Rivian automobiles and related parts and accessories and for general office purposes necessary to the operation of the Rivian dealership as well as those incidental activities necessary thereto, including, without limitation, parking oversized vehicles for the purpose of loading and unloading Rivian vehicles, supplies and materials, and parking for Rivian employees, customers and guests (“**Facility**”).

E. As of the date of this Agreement, automobile-related businesses remain a major source of sales tax revenue to the Village.

F. It is anticipated that the proposed Facility will generate substantial sales tax revenues for the Village.

G. In order to ensure the viability and success of the Facility, Operator has entered into a 15-year lease for the Property and will invest in the Property with annual lease payments. This investment in the Property and the location of the Facility is expected to bring increased

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<sup>1</sup>All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 of this Agreement, or as elsewhere specifically defined in this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Village Code, Zoning Code, or Subdivision Code.

sales tax revenues for the Village which assist, and will continue to assist, the Village in providing essential municipal services to members of the public.

H. Operator's commitment to electric vehicles and renewable energy is compatible with and furthers the goals of the Village's Climate Action Plan.

I. The Village and Operator desire to enter into this Agreement to foster the long-term use and operation of the Facility on the Property and to enable the further development of the surrounding areas in a manner that will enhance the business environment of the Village.

J. The use and development of the Property subject to this Agreement will:

1. create a significant amount of new job opportunities in the Village;
2. further the development of land adjacent to the Property;
3. facilitate the enhancement, improvement, and development of the Property that would not have occurred without an economic incentive agreement;
4. strengthen the Village's commercial sector;
5. enhance the Village's tax base; and
6. be in the best interests of the Village and its residents.

K. Operator has represented to the Village that without financial assistance from the Village as detailed in this Agreement, the operation of the Facility is not economically feasible and that Operator would not undertake the investment in the Property and operation of the Facility.

L. The Corporate Authorities have exercised their legislative judgment and determined that the Facility provides public benefits, including, without limitation, tax revenue, employment opportunities, and improvements intended to help the Village achieve the vision contained in its Comprehensive Plan.

M. The Village has determined that Operator meets high standards of creditworthiness and financial strength necessary to realize and operate the Facility.

N. The Village and Operator have the power and authority to enter into this Agreement pursuant to the Village's home rule authority and Section 8-11-20 of the Illinois Municipal Code (65 ILCS 5/ 8-11-20).

O. The foregoing Recitals are incorporated herein and made a part of this Agreement.

**SECTION 2. DEFINITIONS.** Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context. All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in this Section and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Village Code, Zoning Code, or Subdivision Code.

***Corporate Authorities:*** The President and Board of Trustees of the Village of Northbrook, Illinois.

**Effective Date:** The date that is set in the manner provided in Section 3 of this Agreement.

**Force Majeure:** A strike, lockout, act of God, global, national or local pandemic or other factor beyond a party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure does not include (i) delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the subject property; and (ii) economic hardship, impracticability of performance, or commercial, economic, or market conditions.

**Gross Receipts:** The meaning ascribed to it in the Retailers' Occupation Tax Act.

**IDOR:** The State of Illinois Department of Revenue.

**Lease:** A binding lease agreement providing Operator with a possessory interest in the Property for a term of not less than 15 years.

**Municipal Sales Tax:** That portion or component of the Sales Taxes generated by Operator from sales on any portion of the Property that the Village actually receives from the State of Illinois.

**Parties:** Operator and the Village, collectively.

**Property:** That certain tract of land, consisting of approximately 2.88 acres, located at the address commonly known as 1804-1818 Skokie Boulevard, in Northbrook, Illinois and legally described in **Exhibit A** attached to this Agreement.

**Rebate Commencement Date:** The date established pursuant to Section 4 of this Agreement.

**Requirements of Law:** The Village Laws and all applicable laws, statutes, codes, ordinances, resolutions, rules, regulations, and policies of any federal, state, or local government or governmental agency with jurisdiction over the Property, each as may be amended from time to time.

**Retailers' Occupation Tax Act:** The Illinois Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.*, as the same has been, and may, from time to time hereafter be, amended.

**Sales Taxes:** Only those taxes imposed and collected by the State of Illinois pursuant to the Retailer's Occupation Tax Act, the Service Use Tax Act, 35 ILCS 110/1 *et seq.*, the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, and the Use Tax Act, 35 ILCS 105/1 *et seq.*, including, without limitation, a vehicle lease tax that is substituted, in whole or in part, for any or all of the foregoing.

**Sales Tax Rebate:** The rebate payment to Operator of a portion of the Municipal Sales Taxes that the Village receives and that it is required to make pursuant to this Agreement.

**Sales Tax Year:** The period of time commencing on the Rebate Commencement Date and ending on the immediately following December 31; and each of the subsequent 12-month periods thereafter, through December 31, 2042.

**Village Attorney:** The duly appointed Village Attorney of the Village.

**Village Clerk:** The duly elected Village Clerk of the Village.

**Village Code:** The “Village of Northbrook Code of Ordinances,” as amended.

**Village Laws:** The Village Code, the Zoning Code, the Subdivision Code, and all other Village laws, codes, ordinances, resolutions, rules, regulations, and policies.

**Village Manager:** The duly appointed Village Manager of the Village.

**SECTION 3. EFFECTIVE DATE OF AGREEMENT.**

This Agreement will become effective on, but not before, the date on which:

1. The construction of the Facility on the Property is completed and it is determined by the Village Manager, acting reasonable and in good faith, that the Facility has been built in full compliance with that certain “*Redevelopment Agreement between the Village of Northbrook and 1818 Partnership, LLC*,” dated \_\_\_\_\_, 2025 and recorded with the Cook County Recorder’s Office as document number \_\_\_\_\_; and

2. The Village has issued a final certificate of occupancy for the operation of the Facility on the Property.

In the event that these two conditions are not satisfied on or prior to December 31, 2027, the Village will have the right, in its sole and absolute discretion, to revoke and rescind any prior approval of this Agreement, and this Agreement will not take effect.

**SECTION 4. REBATE COMMENCEMENT DATE.** The “Rebate Commencement Date” is hereby declared to be the first January 1 after the Effective Date of this Agreement.

**SECTION 5. SALES TAX REBATE.**

A. **Maximum Total Incentive.** The maximum amount in Sales Tax Rebates that the Village will be required to remit to Operator under this Agreement is \$14,400,000.00 (“***Maximum Total Rebate***”), which is a performance-based ceiling and tied to the investment being made by Operator into the Facility in the form of annual lease payments over a 15-year period and is not tied to, or conditioned upon, the actual construction or development costs incurred for the development of the Facility. Under no circumstances will the Village have any obligation whatsoever to pay more than the Maximum Total Rebate to Operator pursuant to this Agreement. The Village agrees to consider any such request, but will have no obligation to approve any extension.

B. **Calculation of Sales Tax Rebate.** Beginning on the Rebate Commencement Date and until the Facility has generated an amount equal to or in excess of \$200,000 in Sales Tax, the Village will retain 100 percent of the Municipal Sales Tax generated by Operator on the Property during each Sales Tax Year, up to the Maximum Total Rebate. Upon the Facility generating in excess of \$200,000 in Sales Tax, the Village will pay to Operator 50 percent of the Municipal Sales Tax generated by Operator on the Property during each Sales Tax Year, up to the Maximum Total Rebate.

C. **Village Payment.**

1. Within 60 days after the end of each Sales Tax Year, and after the Village receives the summary of Sales Taxes paid from the Property for the applicable year from IDOR, the Village will pay the applicable Sales Tax Rebate for that particular Sales Tax Year to Operator, based on the records of IDOR. If, for any reason, the State of Illinois fails to distribute the Municipal Sales Tax revenue to the Village in sufficient time for the Village to make the annual payments, the Village must provide notice of that fact to Operator. In that event, the Village must make the required Sales Tax Rebate payment within 60 days after the date on which the Village actually receives the Municipal Sales Tax revenue due the Village for the applicable annual payment period.

2. If at the end of any Sales Tax Year, the Village identifies the need to adjust and reconcile the amount of any Sales Tax Rebate payment to account for any provision of this Agreement or to account for the amount of Sales Tax actually paid by the State of Illinois to the Village, the Village and Operator agree to cooperate with each other to accomplish the reconciliation. To the extent necessary in that circumstance, as determined by the Village, the parties agree that the Village may require Operator to submit such specified financial statements and copies of the applicable State of Illinois Sales Tax Reports from the Property as are necessary to verify the amount of Sales Tax collected from operations at the Property. Any information received by the Village from Operator under this Agreement will be kept confidential to the extent allowed by the Requirements of Law.

**D. Change in the Law.**

1. The Village and Operator acknowledge and agree that the Village's obligation to pay the Sales Tax Rebate to Operator is predicated on existing State law governing the distribution of Sales Taxes to the Village, including, without limitation, the Retailers' Occupation Tax Act. The Village and Operator further acknowledge that the General Assembly of the State has, from time to time, considered proposals to modify or eliminate the distribution of Sales Taxes to Illinois municipalities. The Village and Operator make express provision for the effect of any change upon the operation of this Agreement in Section 5.D.2 of this Agreement.

2. In the event that the State of Illinois amends or repeals the Retailers' Occupation Tax Act or makes any other promulgation, enactment, or change that eliminates the distribution of Sales Taxes to the Village, or otherwise alters the distribution formula in a manner that prevents the Village and Operator from determining with a reasonable degree of certainty the amount of the Municipal Sales Tax ("**Change in Law**"), the provisions of this Agreement with regard to Municipal Sales Tax generated from the Property on or after the effective date of the Change in Law will automatically terminate and become null and void and be of no further force or effect, and the Village will have no obligation whatsoever to pay to Operator any of the Municipal Sales Tax generated on or after the effective date of the Change in Law. However, if, at any time during the term of this Agreement, the State of Illinois effects another Change in Law that either results in the distribution of Sales Taxes to the Village or allows the Village and Operator to determine with a reasonable degree of certainty the amount of the Municipal Sales Tax, the provisions of this Agreement with regard to Municipal Sales Tax generated from the Property will automatically be reinstated and will continue through the remainder of the term of this Agreement, subject to the Maximum Total Rebate set forth in Section 5.A of this Agreement.

3. If a Change in Law results in replacement taxes for the Sales Taxes directly resulting from Gross Receipts from the Property as contemplated hereunder, then, for purposes of this Agreement, the replacement taxes will be defined as Sales Taxes, subject in all respects to the Village's actual receipt of its portion of the replacement taxes as well as the Village's authority under state law to provide for rebate of the replacement taxes, as contemplated herein.

4. If there is a Change in Law, the parties will cooperate with each other to accomplish the intent of this Agreement as described in Section 1 of this Agreement.

E. **No Guarantee.** The parties acknowledge and agree that none of the terms, conditions, or provisions of this Agreement are to be construed, deemed, or interpreted as either: (1) a guarantee that the Village will receive any Sales Taxes as a result of the operation of the Facility on the Property; or (2) a requirement or obligation by Operator to generate Gross Receipts from the Property.

F. **Situs of Sales.** The Parties will use good faith efforts and cooperate with one another to ensure and confirm that the situs of all retail sales that occur at and from the Property are properly identified to the State of Illinois as the Property, and that Operator is properly and accurately reporting sales and paying Sales Taxes for all sales that occur at and from the Property.

G. **Limited Liability.** Notwithstanding any other provision of this Agreement to the contrary, the Village's obligation to pay the Sales Tax Rebate payments is not and will not be a general debt of the Village or a charge against its general credit or taxing powers, but is and will be a special limited obligation payable solely out of the Municipal Sales Tax received by the Village, as specifically defined in Section 2 of this Agreement. Operator has and will have no right to, and agrees that it may not, compel any exercise of the taxing power of the Village to pay the Sales Tax Rebate payments, and no execution of any claim, demand, cause of action or judgment may be levied upon or collected from the general credit, general funds or other property of the Village. No recourse may be had for any payment pursuant to this Agreement against any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney of the Village in their individual capacity.

H. **Abandonment.** In the event of Operator's Abandonment of the Facility, the Sales Tax Rebate provided for in Section 5 of this Agreement shall automatically terminate and Operator must refund to the Village a portion of the Sales Tax Rebate received by Operator prior to the date of the Abandonment, as set forth below. "***Abandonment***" for the purposes of this Section shall mean that Operator (via termination of the Lease or otherwise) has voluntarily, permanently abandoned, closed or ceased to use the Property for the Facility. Notwithstanding the foregoing, in the event of a termination of the Lease due to no fault of Operator, this Section 5.H shall not apply, and Operator shall have no obligation to refund to the Village any portion of the Sales Tax Rebate received by Operator.

<b><u>Date of Abandonment</u></b>	<b><u>% of Sales Tax Rebate Payments to be Refunded</u></b>
Prior to 12/31/26	0%
1/1/27 – 12/31/27	85%
1/1/28 – 12/31/28	70%
1/1/29 – 12/31/29	55%
1/1/30 – 12/31/30	40%
1/1/31 – 12/31/31	25%
1/1/32 – 12/31/32	10%
After 12/31/32	0%



I. **Interest in Other Economic Tax Incentive Agreements Prohibited.** Operator covenants and agrees for as long as this Agreement is in effect, it will not directly solicit, accept or enter into any agreement concerning any economic tax incentive from any other public or private person or entity within a five mile radius of the Facility, to the extent such economic tax incentive is given for the purpose of causing or would result in Operator's relocation from the Village of Northbrook, or a diversion of local sales taxes to another Illinois local jurisdiction, or an event of default by Operator.

J. **Limitations on Payment of Sales Tax Rebate.** Operator acknowledges and agrees that the Property must be used and maintained in strict compliance with all applicable Requirements of Law, and that if Operator fails to comply in all material respects with the Requirements of Law or cure any defects within the time allowed herein, the Village will have the right to suspend payment of the Sales Tax Rebate for the period that Operator is not in material compliance with the Requirements of Law, and the Village will have no further obligation to provide any Sales Tax Rebate to Operator until the Village determines in its reasonable discretion that Operator is in material compliance with the Requirements of Law, at which time all suspended payments will be remitted to Operator. A legal nonconformity created as a result of the Village's amendment to the Requirements of Law subsequent to the Rebate Commencement Date will not constitute a failure of Operator to comply with the Requirements of Law

## **SECTION 6. RELEASE OF INFORMATION.**

A. **State of Illinois Reports and Data.** Operator agrees to execute and provide all documentation necessary to cause the Illinois Department of Revenue to release to the Village the Sales Tax generated by Operator from the Property, including copies of State of Illinois Sales Tax Reports, during each of the Sales Tax Years pursuant to applicable State law. Any information received by the Village from Operator under this Agreement will be kept confidential to the extent allowed by the Requirements of Law. Failure by Operator to execute and provide the documentation required by this Section 6.A will relieve the Village from performance of any duty or obligation under this Agreement until such time as Operator has cured such failure.

B. **State Audits and Refunds.** Operator must timely notify the Village if it initiates any protest or audit of the Sales Taxes remitted from the Property to the State of Illinois, and if the State of Illinois refunds or credits to Operator any portion of the remitted Sales Taxes as a result of the protest or audit. In the event of such a refund or credit, the Village will be entitled to deduct an amount equal to the refunded or credited amount from subsequent payments of Sales Tax Rebates made pursuant to this Agreement.

## **SECTION 7. FORCE MAJEURE.**

Except as expressly provided to the contrary in this Agreement, whenever a period of time is provided for in this Agreement for any Party to perform any act or obligation, and that Party is unable to perform or complete the act or obligation because of a Force Majeure, then upon the occurrence of the Force Majeure, the time period for the performance and completion of the acts or obligations will be extended automatically for a reasonable time to accommodate the delay caused by the Force Majeure.

## **SECTION 8. LITIGATION AND DEFENSE OF AGREEMENT.**

A. **Litigation.** If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either party before any court, commission, board, bureau, agency, unit of

government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this Agreement (***“Litigation”***), the party against which the Litigation is filed or initiated must promptly deliver a copy of the complaint or charge related thereto to the other Parties, and must thereafter keep the other Parties fully informed concerning all aspects of the Litigation.

B. **Defense**. The Parties must use their respective best efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed by such party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each Party will have the right to retain its own independent legal counsel, at its own expense, for any matter. The Parties agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

C. **Indemnity**. Operator agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities, all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all third-party claims that may, at any time, be asserted against any of those parties in connection with (i) the Village’s review and approval of any plans, or the issuance of any approvals, permits, certificates, or acceptances relating to the use of the Property or the operation of the Facility; (ii) any actions taken by the Village pursuant to this Agreement; (iii) the development and maintenance of the Property; and (iv) the performance by Operator of its obligations under this Agreement and all related ordinances, resolutions, or other agreements.

D. **Defense Expenses**. Operator hereby agrees to pay, without protest, all expenses incurred by the Village in defending itself with regard to any and all of the claims identified in Section 8.C of this Agreement. These expenses may include, without limitation: (1) all out-of-pocket expenses, including attorneys’ and experts’ fees, not to exceed their usual and customary fee rates to the Village; and (2) the reasonable value of any services rendered by any employees of the Village, not to exceed their actual salaries.

## **SECTION 9. PAYMENT OF VILLAGE FEES AND COSTS.**

In addition to any other costs, payments, fees, charges, contributions, or dedications specifically required by this Agreement, Operator must pay to the Village, as and when due, all application, inspection, and permit fees, all other fees, charges, and contributions required by applicable Village codes, ordinances, resolutions, rules, or regulations, and all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the negotiation, preparation, consideration, and review of this Agreement.

## **SECTION 10. TERM.**

This Agreement will be in full force and effect for a period commencing on the Effective Date and through the first to occur of: (a) December 31, 2042; and (b) the date on which or until Operator receives the Maximum Total Rebate payments from the Village pursuant to the terms of this Agreement (***“Term”***); provided, however, that the Village's obligation to make Sales Tax Rebate payments will survive the expiration of the Term to the extent that the Village has not at that time received from the State the Municipal Sales Taxes from which the Sales Tax Rebate payments will be made. During the Term, this Agreement inures to the benefit of and is enforceable by Operator and the Village, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns. The obligations imposed pursuant to Sections 5.H, 5.I and 8 shall survive termination or expiration of this Agreement.

## **SECTION 11. ENFORCEMENT.**

A. **Enforcement.** The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance (including, without limitation, payment by the Village to Operator of payments due to Operator under this Agreement), enforce or compel the performance of this Agreement; provided, however, that Operator agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney, of the Village on account of the negotiation, execution, or breach of this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section, the prevailing party will be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

B. **Notice and Cure.** Neither party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 11.A of this Agreement without first providing written notice to the other party of the breach or alleged breach and allowing 15 days to cure the breach or alleged breach. If the breach cannot be cured within the 15-day period ("**Time for Cure**"), then the Time for Cure will be extended accordingly, provided that the notified party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence.

## **SECTION 12. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.**

A. **Obligations.** The parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, constitute both the personal obligation of the party liable for its payment, and the successors of that party.

B. **Binding Effect.** Operator acknowledges and agrees that this Agreement is binding upon Operator, and any and all of its heirs, successors, permitted assigns, and successor owners of record of all or any portion of the Property.

C. **Transferee Assumption.** To assure that any potential heir, successor, or permitted assign has notice of this Agreement and the benefits and obligations created by it, Operator agrees to require, prior to the transfer of a legal or beneficial interest in all or any portion of the Property, the transferee to execute an enforceable transferee assumption agreement in a form acceptable to the Village Attorney ("**Transferee Assumption Agreement**"). The Village agrees that, upon a successor becoming bound to the personal obligation created in this Agreement in the manner provided, the liability of Operator or other predecessor obligor will be released to the extent of the transferee's assumption of liability. Operator agrees to notify the Village in writing at least 30 days prior to the date on which Operator proposes to transfer a legal or beneficial interest in all or any portion of the property to a transferee. Operator must, at the same time, provide the Village with a fully executed copy of the Transferee Assumption Agreement.

D. **Transfer Defined.** For purposes of this Agreement, the term "transfer" includes any assignment, transfer, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Property, in whole or in part, by voluntary or involuntary sale, foreclosure, restructuring, merger, sale and leaseback, consolidation, or otherwise.

E. **Prohibited Assignments.** It is the express intent of the parties that, except as expressly provided or allowed herein, this Agreement, and all of the rights and privileges granted herein, are for the sole and exclusive benefit of Operator for operation of the Facility on the Property. Accordingly, notwithstanding any provision of this Agreement, in the event that Operator does, or attempts to, voluntarily or involuntarily transfer its interest in the Facility, in whole or in part, without the prior consent of the Corporate Authorities, which consent may be granted or denied in the sole and absolute discretion of the Corporate Authorities, this Agreement, and all of the rights and privileges granted herein, will, at the option of the Village, become null and void and be of no force or effect.

### **SECTION 13. REPRESENTATIONS AND WARRANTIES.**

In order to induce the Village to enter into this agreement and to adopt the ordinances and grant the rights herein provided for, Operator hereby warrants and represents to the Village as follows:

A. Operator is a duly organized, validly existing limited liability company in good standing under the laws of the State of Illinois.

B. Operator has the corporate authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary corporate, partnership, and venture actions to authorize the execution, delivery, and performance of this Agreement.

C. All necessary consents of any board of directors, shareholders, creditors, investors, partners, judicial, or administrative bodies, governmental authorities, or other parties including specifically, but without limitation, all secured parties regarding the execution and delivery of this Agreement have been obtained.

D. The consent or authorization of, filing with, or other act by or in respect of any governmental authority (other than the Village, and the State of Illinois with respect to distribution of Sales Taxes) is not required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

E. The individuals executing this Agreement on behalf of Operator have the power and authority to execute and deliver this Agreement on behalf of Operator.

F. The execution, delivery, and performance of this Agreement: (i) is not prohibited by any Requirement of Law or under any contractual obligation of Operator; (ii) will not result in a breach or default under any agreement to which Operator is a party or to which Operator, in whole or in part, is bound; and (iii) will not violate any restriction, court order, or agreement to which Operator or the Property, in whole or in part, is or are subject.

### **SECTION 14. GENERAL PROVISIONS.**

A. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

B. **Amendments and Modifications.** No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

C. **Notices.** Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by email. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Email notices will be deemed received by the addressee upon explicit or implicit acknowledgment of receipt by the addressee. By notice complying with the requirements of this Section, each Party will have the right to change its address or its addressee, or both, for all future notices to the other Party, but no notice of a change of addressee or address will be effective until actually received.

If to the Village:	Village of Northbrook 1225 Cedar Lane Northbrook, IL 60062 Attention: Village Manager Email: Cara.Pavlicek@Northbrook.il.us
with a copy to:	Elrod Friedman LLP 350 North Clark Street Second Floor Chicago, IL 60654 Attention: Steven M. Elrod, Village Attorney Email: Steven.Elrod@ElrodFriedman.com
If to Operator:	Rivian, LLC 14600 Myford Rd Irvine, CA 92606 Attention: Andrew Capezzuto Email: acapezzuto@rivian.com
With a copy to:	Email: leaseadmin@rivian.com Email: legal@rivian.com

D. **Governing Law.** This Agreement is to be governed by, and enforced in accordance with, the internal laws, but not the conflict of laws rules, of the State of Illinois.

E. **Interpretation.** This Agreement is to be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement is to be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party is not applicable to this Agreement.

F. **Change in Laws.** Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

G. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

- H. **Time of Essence.** Time is of the essence in the performance of this Agreement.
- I. **No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, no claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made or will be valid against any Party.
- J. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.
- K. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.
- L. **Counterparts.** This Agreement may be executed in several counterparts, each of which, when executed, is to be deemed to be an original, but all of which together constitute one and the same instrument.
- M. **Waiver.** None of the Parties are or will be under any obligation to exercise any of the rights granted to them in this Agreement except as it determines to be in its best interest from time to time. The failure of any Party to exercise at any time any of those rights is not to be deemed or construed as a waiver of that right, nor will the failure void or affect that Party’s right to enforce those rights or any other rights.
- N. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.
- O. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth on the first page of this Agreement.

ATTEST:

**VILLAGE OF NORTHBROOK**, an Illinois  
home rule municipality

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Village Manager

ATTEST:

**RIVIAN, LLC**, a Delaware limited liability  
company

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF COOK                    )

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Cara Pavlicek, the Village Manager of the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation, and the Village Clerk of said municipal corporation.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires:

\_\_\_\_\_

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF COOK                    )

The foregoing instrument was acknowledged before me on \_\_\_\_\_ 2025, by \_\_\_\_\_, the \_\_\_\_\_ of RIVIAN, LLC \_\_\_\_\_, as their free and voluntary act in their capacity as \_\_\_\_\_ of said company for the uses and purposes herein.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires:

\_\_\_\_\_



**EXHIBIT A**

**Legal Description for Property**

AN IRREGULAR TRACT OF LAND IN THE FIRST ADDITION TO SKOKIE HIGHLANDS BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON DECEMBER 20, 1927 AS DOCUMENT 9876346 AND CORRECTED BY DOCUMENT 9883569 DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF LOT 23 IN BLOCK 8 OF SAID FIRST ADDITION TO SKOKIE HIGHLANDS WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE EDEN'S EXPRESSWAY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 12.0 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A LINE 12 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE AND SAID SOUTHEASTERLY LINE EXTENDED WEST, OF LOTS 3 AND 23 IN BLOCK 8 OF FIRST ADDITION TO SKOKIE HIGHLANDS AFORESAID, A DISTANCE OF 227.93 FEET TO THE CENTER LINE OF VACATED HUMPHREY STREET, AS SHOWN ON PLAT OF FIRST ADDITION TO SKOKIE HIGHLANDS AFORESAID; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE A DISTANCE OF 12 FEET TO A POINT ON A LINE 16.30 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE AND SAID SOUTHEASTERLY LINE EXTENDED EASTERLY, OF LOT 6 IN BLOCK 7 OF FIRST ADDITION TO SKOKIE HIGHLANDS AFORESAID; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 63 FEET TO A POINT ON A LINE 30 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF BLOCK 7 OF FIRST ADDITION TO SKOKIE HIGHLANDS AFORESAID; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 166.30 FEET TO THE SOUTHEASTERLY LINE OF LOT 9 IN BLOCK 7 OF FIRST ADDITION TO SKOKIE HIGHLANDS AFORESAID; THENCE SOUTHWESTERLY ALONG THE SAID SOUTHEASTERLY LINE, AND SAID SOUTHEASTERLY LINE EXTENDED WESTERLY OF LOT 9 IN BLOCK 7, A DISTANCE OF 125.03 FEET TO THE SOUTHWESTERLY LINE OF THE VACATED PUBLIC ALLEY LYING WESTERLY OF AND ADJOINING BLOCK 7 OF FIRST ADDITION TO SKOKIE HIGHLANDS AFORESAID; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 526.59 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE EXTENDED WESTERLY OF LOT 1 IN BLOCK 7 OF FIRST ADDITION TO SKOKIE HIGHLANDS AFORESAID; THENCE EASTERLY ALONG THE NORTHERLY LINE, AND SAID NORTHERLY LINE EXTENDED WESTERLY AND EASTERLY, OF LOT 1 IN BLOCK 7 AFORESAID, A DISTANCE OF 464.74 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF EDENS EXPRESSWAY; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 142.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.Ns.: 04-13-107-021-0000 and 04-13-107-020-0000

Address: 1804-1818 Skokie Blvd, Northbrook, Illinois 60062