

**SECOND LEMONT REFINERY REAL PROPERTY TAX ASSESSMENT  
SETTLEMENT AGREEMENT**

This Agreement made this 1st day of August, 2021, among PDV Midwest Refining, LLC ("PDVMR"); County of Will (including Will County Building Commission), Will County Forest Preserve District, Will County School District No. 92, Lockport Township High School District No. 205, Joliet Junior College Illinois Community College District No. 525, Village of Romeoville (including Village of Romeoville Fire Department), Lemont Fire Protection District, Lemont Park District, DuPage Township, White Oak Library District, Fountaindale Public Library District, and Romeoville Mosquito Abatement District (collectively, the "Taxing Bodies"); the DuPage Township Assessor (the "Assessor"); the Supervisor of Assessments of Will County (the "Supervisor"); and the Will County Board of Review (the "Board of Review");

**WITNESSETH:**

WHEREAS, the Assessor, the Supervisor, the Board of Review, PDVMR, and the Taxing Bodies (collectively, the "Parties", and individually, "Party") enter into this Agreement pursuant to the Illinois Property Tax Code (35 ILCS 200/1, *et. seq.*), Article VII, Section 10(a) of the Illinois Constitution (Ill. Const. Art. VII, § 10(a)), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et. seq.*), and all other applicable authority of the Assessor, the Supervisor, the Board of Review and the Taxing Bodies; and

**WHEREAS, PDVMR owns certain real property located within Will County, Illinois, which is operated by CITGO Petroleum Corporation as a petroleum refinery, the permanent index real estate tax numbers of which are set forth on the attached Exhibit A (collectively, the "Lemont Refinery"); and**

**WHEREAS, PDVMR owns certain real property located within Will County, Illinois, which has been certified by the Illinois Pollution Control Board as pollution control facilities under the Property Tax Code (35 ILCS 200/11-10), the permanent index real estate tax numbers of which are set forth on the attached Exhibit B (collectively, the "Pollution Control Facilities"); and**

**WHEREAS, the Taxing Bodies constitute all of municipal entities with jurisdiction to levy property taxes against the Lemont Refinery and the Pollution Control Facilities; and**

**WHEREAS, certain disputes and litigation as to the equalized assessed valuation and taxation of the Lemont Refinery were pending for tax years 2010, 2011, 2012, 2013 and 2014 including, but not limited to, litigation before the Illinois Property Tax Appeal Board (the "PTAB"), in the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois, and the Illinois Appellate Court Third Judicial District; and**

**WHEREAS, on the 24th day of April, 2015, the Parties entered into the Lemont Refinery Real Property Tax Assessment Settlement Agreement compromising and resolving the aforesaid disputes and litigation, as well as**

setting the equalized assessed valuation of the Lemont Refinery for tax years 2014 through 2018; and

WHEREAS, the Parties desire to settle all disputes pertaining to the equalized assessed valuation of the Lemont Refinery for tax years 2020 through 2023, including any PTAB cases or any other litigation between the Parties, and further wish to settle all issues related to payments, refunds, and claims with respect to past and future taxes of the Taxing Bodies; and certain issues related to future equalized assessed valuations of the Lemont Refinery and the Pollution Control Facilities, all in accordance with the terms of this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED by and among PDVMR, the Assessor, the Supervisor, the Board of Review and each of the Taxing Bodies as follows:

1. The recitals set forth above are incorporated herein as an agreed statement of facts, and the Parties stipulate that they are true and correct.
2. For tax years 2020 through 2023, the aggregate equalized assessed value of the Lemont Refinery shall be set at the following values:

<u>Tax Year</u>	<u>Equalized Assessed Valuation</u>
2020	\$232,000,000
2021	\$234,000,000
2022	\$236,000,000
2023	\$238,000,000

The aggregate equalized assessed value of the Lemont Refinery shall be allocated among the various permanent index real estate tax numbers as shown on Exhibit C.

The Parties agree that the Supervisor and the Board of Review have authority to determine, and shall certify to the County Clerk, that the portion of the aggregate equalized assessed valuations listed above that constitute new real property, as the term "new property" is used under the Property Tax Extension Limitation Law, 35 ILCS 200/18-185, *et seq.*, are as follows each year:

<u>Tax Year</u>	<u>Component of EAV Constituting New Real Property</u>
2020	\$2,000,000
2021	\$2,000,000
2022	\$2,000,000
2023	\$2,000,000

For tax years 2024 and thereafter, the aggregate equalized assessed valuation of the Lemont Refinery shall be determined in accordance with the provisions of the Illinois Property Tax Code.

3. For tax years 2020 through 2023, the aggregate equalized assessed valuation of the Pollution Control Facilities shall be as determined and published by the Illinois Department of Revenue.

4. The Parties agree not to challenge the terms of this Agreement, directly or indirectly, and shall not provide financial support for litigation or otherwise participate directly or indirectly in litigation seeking to increase or decrease the assessed valuations set in conformity with Paragraphs 2 and 3, or to increase or decrease any tax payment made or to be made by PDVMR as a result of the assessed valuations set in conformity with Paragraphs 2 and 3. Notwithstanding the foregoing, if any non-party to this Agreement files an appeal, complaint or petition seeking to increase or decrease the assessed value of the Lemont Refinery or the Pollution Control Facilities above or below the amounts specified in Paragraphs 2 and 3, or to increase or decrease the amount of any tax payment made or to be made by PDVMR, then the Parties shall have the right and obligation to appear in the proceeding for the purpose of advising the court or administrative agency that they support the validity and enforceability of this Agreement and the assessments, taxes paid or to be paid by PDVMR as a result of this Agreement. If the Taxing Bodies, or any of them, file an appeal, complaint or petition seeking to increase the assessment of the Lemont Refinery or the Pollution Control Facilities above the amounts specified in Paragraphs 2 and 3, PDVMR shall have the right to intervene in any such challenge for such tax year to enforce the terms of this Agreement and respond to any and all allegations in such challenge. If PDVMR or any person files an appeal, complaint or petition seeking to decrease the assessment of the Lemont Refinery or the Pollution Control Facilities below the amounts specified in Paragraphs 3 and 4, any one or more of

**the Taxing Bodies shall have the right to intervene in any such challenge for such tax year to enforce the terms of this Agreement and respond to any and all allegations in such challenge.**

**5. The equalized assessed valuations set forth in Paragraph 2 shall not be subject to change for any depreciation, nor shall they be affected by any new improvements, replacements, or additions to the Lemont Refinery.**

**6. It is the intent of the Parties that the equalized assessed values specified in Paragraph 2 will be the final assessments after imposition of all multipliers. If the imposition of a multiplier by the Illinois Department of Revenue or any other agency of the State of Illinois would result in an equalized assessed value which differs from the amount specified in this Agreement, the Parties shall make all efforts to correct the assessed valuation by any statutory means (such as Certificates of Error) or other means prior to the due date of tax payments. If such efforts do not remove the effect of the county-wide multiplier, the assessed value for the subsequent year shall be adjusted, either to a higher or lower value, to compensate for the impact of a county-wide multiplier in the previous year. Thereafter the assessed values set forth in Paragraph 2 shall be followed.**

**7. The Agreement shall be in full force and effect until December 31, 2024. Notwithstanding termination of this Agreement:**

- (a) Each Party may exercise its rights under this Agreement and each Party shall have all its obligations under this Agreement after December 31, 2024 but only with respect to levies, assessments and taxes or litigation associated therewith for tax years 2020 through 2023; and**

**(b) Each Party may initiate litigation with regard to any claim of breach of any terms or conditions of this Agreement by any other Party within the applicable time period of any statute of limitations or statute of repose, but in no event later than December 31, 2024; and**

**(c) It is expressly understood that prior to termination of this Agreement any Party to this Agreement has the right to prepare for matters relating to the assessed valuation of the Lemont Refinery for tax years 2024 and thereafter.**

**8. PDVMR shall not file, nor be a party to, nor provide any financial support to, any tax rate objection or tax objection complaint against any of the Taxing Bodies for tax years 2020 through 2023.**

**9. The Parties agree to use their best efforts to secure passage of a legislative amendment to the Property Tax Code (35 ILCS 200/9-45) authorizing the Parties to enter into and implement this Agreement. If 35 ILCS 200/9-45 is not amended and effective law during the term of this Agreement, the Parties will continue to use their best efforts to implement the terms and provisions of this Agreement. If 35 ILCS 200/9-45 is amended and effective law prior to July 1, 2021, the Parties shall request that the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois approve this Agreement pursuant to the terms of 35 ILCS 200/9-45 in a Declaratory Judgment case that will be filed for that express purpose.**

**10. During the term of this Agreement, PDVMR agrees not to seek certification or treatment of any new or existing improvements at the Lemont Refinery as pollution control facilities for property tax purposes.**

**11. The Parties acknowledge that the assessments set forth in Paragraph 2 are the result of a compromise of any and all possible disputes relating to the real property tax assessment of, and property taxes relating to, the Lemont Refinery. The terms and conditions of this Agreement shall not affect the determination of the equalized assessed valuations, or bar any Party from advocating any value, after tax year 2023.**

**12. The Parties to this Agreement acknowledge and agree that the legal remedies available to the Parties for a breach of this Agreement are inadequate and that each Party may seek and is entitled to the remedy of specific performance, injunctive relief and any other appropriate remedy. Should any Party or Parties breach this Agreement, all of the other Parties agree to join in any action to enforce this Agreement.**

**13. If a court of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, then this entire Agreement shall be void and unenforceable.**

**14. To the extent permitted by law, the provisions of this Agreement shall supersede any and all legislation, statutes, ordinances, policies, resolutions, codes and regulations that may be in conflict with the provisions of this Agreement.**

**15. The Parties to this Agreement shall take all actions reasonable and necessary to defend the validity of this Agreement and to defend all actions taken and all documents executed pursuant to or in connection with this Agreement,**

and shall take no action, directly or indirectly, to seek to frustrate the terms or intent of this Agreement.

16. The execution of this Agreement has been duly authorized by the governing Board of each of the Taxing Bodies and by the corporate authorities of PDVMR.

17. This Agreement may be executed in any number of counterparts with the same effect as if the signatures to each counterpart were upon the same instrument.

18. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, successors, transferees and assigns. The Parties hereto intend that the provisions hereof shall benefit only the Parties hereto and do not intend this Agreement to benefit any person or entity that is not a party to this Agreement.

19. This Agreement and the exhibits hereto contain the complete and entire agreement of the Parties and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may be related in any way to the subject matter hereof.

20. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, the State in which this Agreement is deemed to have been executed and delivered.

21. The Parties agree that any disputes arising out of, related to, or in any way connected to the subject matter of this Agreement shall be litigated, if at all, solely in the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the day and year first above written.

PDV Midwest Refining, LLC

County of Will



By: *[Signature]*  
Its: VP PDV MR  
Date: 7/28/2021

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Will County Forest Preserve District

Will County School District No. 92

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Lockport Township High School  
District No. 205

Joliet Junior College Illinois  
Community College District No. 525

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Village of Romeoville

Lemont Fire Protection District

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Lemont Park District**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**DuPage Township**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**White Oak Library District**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Fountaindale Public Library District**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Romeoville Mosquito Abatement District**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**DuPage Township Assessor**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Supervisor of Assessments of Will County**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Will County Board of Review**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

<b>PIN</b>	<b>TAX CODE</b>
12-02-35-400-007-0010	1204
12-02-35-300-022-0000	1204
12-02-35-400-006-0000	1204
12-02-25-300-013-0000	1216
12-02-35-200-010-0000	1216
12-02-26-400-009-0000	1216
12-02-26-400-006-0000	1216
12-02-35-200-007-0004	1216
12-02-26-400-013-0000	1216
12-02-35-200-002-0000	1216
12-02-36-200-006-0000	1266
12-02-25-302-004-0000	1268
12-02-36-100-011-0000	1268
12-02-25-200-011-0004	1268
12-02-35-200-015-0004	1268
12-02-36-100-010-0000	1268
12-02-25-200-010-0004	1268
12-02-35-200-014-0004	1268
12-02-26-400-008-0004	1268
12-02-25-301-011-0000	1268
12-02-26-400-007-0004	1268
12-02-35-200-012-0000	1268
12-02-35-200-006-0000	1268
12-02-35-400-007-0020	1267
12-02-35-401-022-0000	1267
12-02-35-300-024-0004	1267
12-02-35-300-023-0004	1267

**EXHIBIT B**

<b>PIN</b>	<b>TAX CODE</b>
12-02-25-200-010-9001	1268
12-02-25-200-011-9001	1268
12-02-25-200-011-9002	1268
12-02-25-300-013-9001	1216
12-02-25-300-013-9002	1216
12-02-25-300-013-9003	1216
12-02-25-300-014-9015	1216
12-02-25-300-014-9016	1216
12-02-25-300-014-9017	1216
12-02-26-400-006-9002	1216
12-02-26-400-009-9001	1216
12-02-35-200-010-9003	1216
12-02-35-200-010-9004	1216
12-02-35-400-007-9001	1204
12-02-35-400-007-9003	1204
12-02-35-400-007-9004	1204
12-02-35-400-007-9007	1204
12-02-35-400-007-9008	1204
12-02-35-400-007-9009	1204
12-02-35-400-007-9010	1204

**EXHIBIT C**

<b>PIN NO.</b>	<b>TAX CODE</b>	<b>2019 EAV</b>	<b>2020 EAV</b>	<b>2021 EAV</b>	<b>2022 EAV</b>	<b>2023 EAV</b>
12-02-35-400-007-0010	1204	127,018,403	128,030,706	129,043,009	130,055,312	131,067,615
12-02-35-300-022-0000	1204	44,100	44,100	44,100	44,100	44,100
12-02-35-400-006-0000	1204	1	1	1	1	1
12-02-25-300-013-0000	1216	62,003,204	62,679,486	63,355,768	64,032,050	64,708,332
12-02-35-200-010-0000	1216	26,521,437	26,731,111	26,940,785	27,150,459	27,360,133
12-02-26-400-009-0000	1216	2,777,999	2,799,282	2,820,565	2,841,848	2,863,131
12-02-26-400-006-0000	1216	630,141	634,739	639,337	643,935	648,533
12-02-35-200-007-0004	1216	275,638	277,710	279,782	281,854	283,926
12-02-26-400-013-0000	1216	21,700	21,700	21,700	21,700	21,700
12-02-35-200-002-0000	1216	1,400	1,400	1,400	1,400	1,400
12-02-36-200-006-0000	1266	5,966,174	6,009,394	6,052,614	6,095,834	6,139,054
12-02-25-302-004-0000	1268	3,601,039	3,626,550	3,652,061	3,677,572	3,703,083
12-02-36-100-011-0000	1268	502,498	505,903	509,308	512,713	516,118
12-02-25-200-011-0004	1268	193,773	195,081	196,389	197,697	199,005
12-02-35-200-015-0004	1268	31,500	31,500	31,500	31,500	31,500
12-02-36-100-010-0000	1268	44,000	44,000	44,000	44,000	44,000
12-02-25-200-010-0004	1268	35,600	35,600	35,600	35,600	35,600
12-02-35-200-014-0004	1268	59,612	59,803	59,994	60,185	60,376
12-02-26-400-008-0004	1268	23,239	23,311	23,383	23,455	23,527
12-02-25-301-011-0000	1268	13,300	13,300	13,300	13,300	13,300
12-02-26-400-007-0004	1268	10,142	10,223	10,304	10,385	10,466
12-02-35-200-012-0000	1268	10,500	10,500	10,500	10,500	10,500
12-02-35-200-006-0000	1268	6,700	6,700	6,700	6,700	6,700
12-02-35-400-007-0020	1267	85,400	85,400	85,400	85,400	85,400
12-02-35-401-022-0000	1267	64,000	64,000	64,000	64,000	64,000
12-02-35-300-024-0004	1267	33,200	33,200	33,200	33,200	33,200
12-02-35-300-023-0004	1267	25,300	25,300	25,300	25,300	25,300
<b>Total for Refinery Parcels</b>		<b>230,000,000</b>	<b>232,000,000</b>	<b>234,000,000</b>	<b>236,000,000</b>	<b>238,000,000</b>