SUBSTITUTE ORDINANCE

WHEREAS, pursuant to ordinances adopted on June 27, 2001, and published in the Journal of Proceedings of the City Council of the City of Chicago (the "Journal") for such date at pages 62216 to 62340, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1 et seq., as amended (the "Act"), the City Council of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Plan") for a portion of the City known as the "Lawrence/Broadway Redevelopment Project Area" (the "Area") (the "Plan Ordinance"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance"); and (iii) adopted tax increment financing for the Area (the "TIF Adoption Ordinance" and together with the Plan Ordinance and the Designation Ordinance, the "TIF Ordinances"); and

WHEREAS, Uptown Theatre Owner, LLC, a Delaware limited liability company (the "Owner"), intends to purchase certain property located within the Area at 4816 North Broadway, Chicago, Illinois, and shall commence and complete the rehabilitation of the historic Uptown Theatre into a 4,000-seat (reserved) or 5,800-seat (general admission) venue (the "Theatre") with ancillary retail components (collectively, including related improvements, the "Project"), which will be leased and operated by Uptown Theatre Foundation, Inc., an Illinois not-for-profit corporation (the "Foundation" and together with the Owner and with Uptown Theatre Development, LLC, a Delaware limited liability company ("UTD"), the "Developer"); and

WHEREAS, the Developer proposes to undertake the Project in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement, in the form attached hereto as Exhibit A, to be executed by the Developer and the City, including but not limited to the completion of the Project, to be financed in part by incremental taxes, if any, deposited in the Lawrence/Broadway Redevelopment Project Area Special Tax Allocation Fund (as defined in the TIF Ordinances); and

WHEREAS, the Project is eligible for funding under Section 17-4-1006 of the Municipal Code of Chicago (the "Municipal Code"), which establishes the Citywide Adopt-a-Landmark Fund; and

WHEREAS, the City wishes to award the Developer a grant in the amount of $3,000,000 from funds deposited in the Citywide Adopt-a-Landmark Fund (the "Landmark Funds") for the Project; and

WHEREAS, on December 6, 2018, the Commission on Chicago Landmarks passed a resolution (the "Landmark Resolution"), recommending approval of the use of Landmark Funds for the Project, and approving the scope of work and budget for the Project; and

WHEREAS, the Landmark Resolution is attached hereto as Exhibit B; and

WHEREAS, the City is the owner of a parking lot adjacent to the Lawrence Avenue Red Line station, as legally described on Exhibit C attached hereto (subject to final title commitment and survey, the "City Parking Lot Property"), which property is located in the Area; and

WHEREAS, the City has agreed to lease (the "CTA Lease") the City Parking Lot Property to the Chicago Transit Authority (the "CTA") for construction staging associated with the reconstruction

of the Lawrence Avenue station; and

WHEREAS, the CTA Lease commences on June 1, 2019, and expires on May 31, 2027, subject to earlier termination or extension pursuant to the terms of the CTA Lease or agreement between CTA and the City, in their sole discretion; and

WHEREAS, the Foundation has offered to purchase the City Parking Lot Property upon the expiration of the CTA Lease for the sum of One Dollar ($1.00) plus the present value of the then-applicable revenue value (without regard to the CTA Lease) of the metered parking spaces located thereon (collectively, the "Purchase Price"), for sale or redevelopment; and

WHEREAS, by Resolution No. 18-078-21, adopted on December 20, 2018, the Chicago Plan Commission recommended the disposition of the City Parking Lot Property to the Foundation; now, therefore,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. Designation of Developer. The Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. Redevelopment Agreement. The Commissioner of DPD (the "Commissioner") and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, with the approval of the Corporation Counsel as to form and legality, to negotiate, execute and deliver: (a) a redevelopment agreement between the Developer and the City .in substantially the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement") and (b) such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement, with such execution by the Authorized Officer to constitute conclusive evidence of the City's approval of any changes or revisions from the form of Redevelopment Agreement attached to this ordinance.

SECTION 4. Grant of Landmark Funds. The City is hereby authorized to distribute Landmark Funds in the amount of $3,000,000 to the Developer to pay for eligible costs of the Project as permitted under Section 17-4-1006 of the Municipal Code and in accordance with and subject to the Landmark Resolution, and such Landmark Funds are hereby appropriated for the Project.

SECTION 5. Conveyance of City Parking Lot Property. The City is hereby authorized to sell and convey the City Parking Lot Property to the Foundation for the Purchase Price in accordance with and subject to the terms of the Redevelopment Agreement. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the City Parking Lot Property to the Foundation in accordance with and subject to the terms of the Redevelopment Agreement. The Authorized Officer is hereby authorized to negotiate, execute and deliver such documents as may be necessary or appropriate to implement this Section, subject to the approval of the Corporation Counsel. Such documents may contain terms and provisions that the Authorized Officer deems appropriate, including, without limitation, indemnification.

SECTION 6. Preconditions to Exercise of Authority. The Authorized Officer shall publish a notice (the "Notice") regarding the conveyance of the City Parking Lot Property in accordance with Section 5/11 -74.4-4(c) of the Act, prior to exercising any authority granted under Sections 3, 4 or 5 hereof. Notwithstanding any other Section hereof, any authority granted under Sections 3, 4 or 5 hereof shall not be exercised by any City official prior to the close of business of the City Council meeting next following the date of publication of the Notice.

SECTION 7. Invalidity of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 8. Supersedes All ordinances (including, without limitation, the TIF Ordinances), resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflicts.

SECTION 9. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval.

EXHIBIT A REDEVELOPMENT AGREEMENT (attached)

This agreement was prepared by and
after recording return to:
Scott D. Fehlan, Esq.
City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, IL 60602

UPTOWN THEATRE REDEVELOPMENT AGREEMENT

This Uptown Theatre Redevelopment Agreement (this "Agreement") is made as of , 2019, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), Uptown Theatre Owner, LLC, a Delaware limited liability company ("Owner"), Uptown Theatre Foundation, Inc., an Illinois not-for-profit corporation ("Foundation"), and Uptown Theatre Development, LLC, a Delaware limited liability company ("UTD"; together with Owner and Foundation, collectively, the "Developer").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on June 27, 2001: (1) "An Ordinance of the City of Chicago, Illinois Approving a Tax Increment Redevelopment Plan for the Lawrence/Broadway Redevelopment Project Area" (the "Plan Adoption Ordinance"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Lawrence/Broadway Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Lawrence/Broadway Redevelopment Project Area" (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF

Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: On or before the Closing, Foundation intends to purchase and subsequently transfer to Owner (the "Acquisition") certain property located within the Redevelopment Area at 4816 North Broadway Street, Chicago, Illinois and legally described on Exhibit B-1 hereto (the "Property") and, within the time frames set forth in Section 3.01 hereof, shall commence and complete the rehabilitation of the Uptown

Theatre into a 4,000 seat (reserved) or 5,800 seat (general admission) venue (the "Theatre") with ancillary retail components used to sell food, beverages and merchandise to Theatre patrons attending Theatre performances (the "Facility"). The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C-1) are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement. Owner as landlord, and Foundation as master tenant, have executed that certain Master Lease dated as of the date hereof (as amended from time to time, the "Master Lease") pursuant to which Foundation shall, among other matters, lease the Theatre from Owner.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Lawrence/Broadway Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") included in the Plan Adoption Ordinance and published at pages 62216 to 62320 of the Journal of the Proceedings of the City Council of June 27, 2001.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, Incremental Taxes (as defined below), to pay for or reimburse the Foundation for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement.

G. 1130 W Lawrence Avenue Parcel: The City owns certain real property located at 1130 West Lawrence Avenue, Chicago, Illinois in the vicinity of the Facility consisting of approximately 31,002 square feet, and legally described on Exhibit B-2 attached hereto (the "1130 Parcel"). The 1130 Parcel is currently being used for construction staging in connection with the modernization of the CTA's Red and Purple lines, and is subject to a lease agreement between the City and the CTA (the "CTA Lease"). The CTA Lease expires on May 31, 2027 (the "CTA Lease Expiration Date") subject to earlier termination or extension pursuant to the terms of the CTA Lease or agreement between CTA and the City, in their sole discretion. The Foundation wishes to purchase the 1130 Parcel from the City for sale or redevelopment, and the City is willing to sell the 1130 Parcel to the Foundation on the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

The foregoing recitals are hereby incorporated into this Agreement by reference. The paragraph and section headings contained in this Agreement, including without limitation those set forth in the following table of contents, are for convenience only and are not intended to limit, vary, define or expand the content thereof. Developer agrees to comply with the requirements set forth in the following exhibits which are attached to and made a part of this Agreement. All provisions listed in the Exhibits have the same force and effect as if they had been listed in the body of this Agreement.

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SECTION 2. DEFINITIONS

For purposes of this.Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"1130 Parcel" shall have the meaning set forth in the Recitals hereof.

"1130 Parcel Closing Date" shall mean the date that is no later than 180 days after the CTA Lease Expiration Date, subject to extension by mutual agreement of the parties.

"1130 Parcel Deed" shall have the meaning set forth in Section 3.14(b) hereof.

"1130 Parcel Project" shall mean a project to be developed on the 1130 Parcel following the 1130 Parcel Closing Date.

"1130 Parcel Purchase Right" shall mean the Foundation's right to purchase the 1130 Parcel pursuant to and in accordance with Section 3.14 of this Agreement.

"1130 Title Policy" shall mean a title insurance policy issued by the Title Company in the most recently revised ALTA or equivalent form, showing the Foundation as the named insured with respect to the 1130 Parcel.

"2017 Agreed Order" shall have the meaning given such term in Section 4.12(b).

"2FM" shall have the meaning set forth in Section 3.14(g)(i).

"Act" shall have the meaning set forth in the Recitals hereof.

"Acguisition" shall have the meaning set forth in the Recitals hereof.

"Adopt-a-Landmark Eligible Costs" shall mean those improvements of the Project which (i) qualify as

eligible expenses under Section 17-4-1006-C of the Municipal Code, and (ii) the City has agreed to pay for out of the City AAL Funds, subject to the terms of this Agreement. Exhibit C-2 lists the Adopt-a-Landmark Eligible Costs for the Project.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with Owner, Foundation or UTD, as applicable.

"Annual Compliance Report" shall mean a signed report from Developer to the City (a) itemizing each of Developer's obligations under this Agreement during the preceding calendar year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Operating Covenant (Section 8.06); (2) disclosure of Construction Jobs and Permanent Jobs (Section 8.06); (3) delivery of Financial Statements and unaudited financial statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (6) delivery of evidence that the Sustainable Development Policy has been complied with for the Project (Section 8.23) and (7) compliance with all other executory provisions of this Agreement.

"Available Incremental Taxes" shall mean, for each payment, an amount equal to the Incremental Taxes on deposit in the TIF Fund as of December 31st of the calendar year prior to the year in which the Requisition Form for such payment is received by the City, and which are available for the financing or payment of Redevelopment Project Costs, after deducting (i) the TIF District Administration Fee, (ii) all Incremental Taxes from a New Project pledged or allocated to assist the New Project, (iii) all Incremental Taxes previously allocated or pledged by the City before the date of this Agreement, specifically Incremental Taxes allocated or pledged to Prior Obligations, provided, however that if this Agreement is not executed within 6 months after the effective date of the ordinance approving this Agreement, then the City may deduct the Incremental Taxes pledged or allocated to this Project or to other projects, and (iv) debt service

payments with respect to the Bonds, if any, provided that such debt service payments shall not prevent the City from paying the full amount of any of the City TIF Funds.

"Available Project Funds" shall have the meaning set forth for such term in Section 4.07 hereof.

"Bond(s)" shall have the meaning set forth for such term in Section 8.05 hereof.

"Build Illinois Bonds" shall mean funds available to the Owner pursuant to bonds issued under the Build Illinois Bond Act.

"Bond Ordinance" shall mean the City ordinance authorizing the issuance of Bonds.

"Capital Event" shall mean the sale, exchange, or refinance of any portion of the Project.

"Certificate" shall mean the Certificate of Completion described in Section 7.01 hereof.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and

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Specifications or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"Charitable Contributions" shall mean funds received by Foundation as tax-deductible contributions in accordance with Section 170 of the Internal Revenue Code of 1986 and which are irrevocably available for the Project, or are subject to a binding commitment or pledge for the Project to the satisfaction of DPD, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

"City AAL Funds" shall mean the grant of $3,000,000 in Adopt-a-Landmark funds from the City for the Project, subject to the conditions described in Section 4.11 hereof.

"City Contract" shall have the meaning set forth in Section 8.01(1) hereof.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Funds" shall mean (a) the City TIF Funds and (b) the City AAL Funds.

"City TIF Funds" shall mean the funds described in Section 4.03(b) hereof.

"Class L Incentive Expiration Date" shall mean the date on which the Facility is no longer subject to a Class L property tax classification under the Tax Incentive Ordinance Classification System for Assessment enacted by the Cook County Board of Commissioners, as amended from time to time.

"Closing Date" shall'mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Collateral Assignment" shall mean a collateral assignment of the right to receive payment of City TIF Funds, such collateral assignment made by Developer to secure the Senior Loan and in form and substance acceptable to the City in its sole discretion.

"Compliance Period" shall mean a period beginning on the date the Certificate is issued and ending on the 10th anniversary of the date the Certificate is issued,

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as Exhibit E, to be entered into between Owner, Foundation and the General Contractor providing for construction of the Project.

"Construction Jobs" shall have the meaning set forth in Section 8.06 hereof.

"Contract" shall have the meaning set forth in Section 10.03 hereof.

"Contractor" shall have the meaning set forth in Section 10.03 hereof.

"Corporation Counsel" shall mean the City's Department of Law.

"CTA" shall mean the Chicago Transit Authority, an Illinois municipal corporation.

"CTA Lease" shall have the meaning set forth in the Recitals hereof.

"CTA Lease Expiration Date" shall have the meaning set forth in the Recitals hereof.

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted in paper or via the City's online submission process.

"Effective Date" shall mean the fifth anniversary after issuance of the Certificate.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Employment Plan" shall have the meaning set forth in Section 5.12 hereof.

"Environmental Documents" shall mean all reports, surveys, field data, correspondence and analytical results prepared by or for the Foundation (or otherwise obtained by the Foundation) regarding the condition of the 1130 Parcel or any portion thereof, including, without limitation, the SRP Documents.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seg..); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seg.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seg..); (v) the Clean Air Act (42 U.S.C. Section 7401 et seg..); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seg..); (vii) the Toxic Substances Control Act (15 U.S.C. Section

2601 et seg.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seg.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seg..); and (x) the Municipal Code.

"Eguitv" shall mean funds of Developer (other than funds derived from Charitable Contributions, Historic Tax Credits, Seller Financing, PACE Financing, Lender Financing, City Funds or Build Illinois Bonds) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

"Eguitv Capital" shall mean all cash and property contributed or committed, to the sole satisfaction of DPD, by any member, partner, or shareholder of the Developer's ownership structure at the time of the closing of this Agreement.

"Escrow" shall mean the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean the Escrow Agreement establishing a construction escrow, to be entered into as of the date hereof by the City, the Title Company (or an affiliate of the Title Company), Developer and Developer's lender(s).

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Extension Notice" shall have the meaning set forth in Section 15.04 hereof.

"Facility" shall have the meaning set forth in the Recitals hereof.

"Final NFR Letter" shall mean a final comprehensive (if applicable) "No Further Remediation" letter issued by the IEPA approving the use of the 1130 Parcel for the construction, development and operation of the 1130 Parcel Project in accordance with a site plan approved by the City and the terms and conditions of the SRP Documents, as amended or supplemented from time to time. The Final NFR Letter shall state that the 1130 Parcel meets TACO Tier 1 remediation objectives (residential or commercial as applicable), and the construction worker exposure route as set forth in 35 III. Adm. Code Part 742, but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

"Final Project Cost" shall have the meaning set forth in Section 7.01 hereof.

"Financial Interest" shall have the meaning set forth for such term in Section 2-156-010 of the Municipal Code.

"Financial Statements" shall mean complete audited financial statements of Developer prepared by a certified public accountant in accordance with generally accepted accounting principles (GAAP) consistently applied throughout the appropriate periods.

"Foreclosure" shall have the meaning set forth in Section 8.20 hereof.

"Foundation Parties" shall mean the Foundation, its Affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of the Foundation and its Affiliates.

"Full-Time Equivalent Employee" or "FTE" shall mean an employee of the Developer or an Affiliate (or, with respect to job shares or similar work arrangements, two such employees counted collectively as a single FTE) who is employed in a permanent position at least 35 hours per week at the Project during the applicable month, excluding (a) persons engaged as or employed by independent contractors, third party service providers or consultants and (b) persons employed or engaged by the Developer or by third parties in positions ancillary to the Developer's operations at the Project including, without limitation, food service workers, security guards, cleaning personnel, or similar positions.

"General Contractor" shall mean the general contractor(s) hired by Developer pursuant to Section 6.01.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, petroleum (including crude oil or any fraction thereof), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Historic Tax Credits" shall mean the net cash proceeds received by the Developer of a direct allocation of Federal historic tax credits to the Developer.

"Human Rights Ordinance" shall have the meaning set forth in Section 10 hereof.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"In Balance" shall have the meaning set forth in Section 4.07 hereof.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Incremental Taxes From a New Project" shall mean (a) individually, Incremental Taxes attributable to the equalized assessed value ("EAV") of the parcel(s) comprising a New Project over and above the initial EAV of such affected parcel(s) as certified by the Cook County Clerk in the certified initial EAV of all tax parcels in the Redevelopment Area and (b) collectively, the sum of Incremental Taxes From a New Project for all New Projects, if there are multiple New Projects.

"Indemnitee" and "Indemnitees" shall have the meanings set forth in Section 13.01 hereof.

"Internal Rate of Return" shall mean the internal rate of return calculated pursuant to Microsoft Excel XIRR.

"IRR Hurdle" shall mean the cumulative amount of distributions that is necessary to provide the Equity Capital with an 18 percent Internal Rate of Return (including a return of all Equity Capital contributions), calculated from the Equity Capital contribution date.

"Jobs and Occupancy Certificate" shall mean the certificate attached hereto as Exhibit D.

"Junior Mortgage" shall mean a junior mortgage substantially in the form of Exhibit K, with such changes as may be approved by DPD and Corporation Counsel, executed by Owner as mortgagor of the real property identified therein, in favor of the City, as mortgagee, securing certain of the Developer's obligations under this Agreement and the Junior Mortgage; and which shall be a second mortgage unless the Lender Financing is secured by two separate mortgage loans, in which event the Junior Mortgage may be a third mortgage.

"Junior Mortgage Amount" shall mean an amount equal to the aggregate amount of City Funds that the City has paid to Developer.

"Laws" shall mean all applicable federal, state, local or other laws (including common law), statutes, codes, ordinances, rules, regulations or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code relating to waste disposal.

"Lender Financing" shall mean funds borrowed by Owner, Foundation or UTD, respectively, from lenders and irrevocably available to pay for Costs of the Project, in the amounts set forth in Section 4.01 hereof, including, without limitation the Senior Loan.

"Losses," as used in Section 3.14(i) hereof, shall mean any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses, consultants' fees and expenses and court costs).

"Master Lease" shall have the meaning set forth in the Recitals hereof.

"Material Amendment" shall mean an amendment of either the Master Lease the net effect of which is to directly or indirectly do any of the following with respect to the Project: (a) materially reduce, increase, abate or rebate base rent, other amounts deemed rent, operating expense payments, tax payments, tenant improvement allowances or credits, or other monetary amounts payable (or monetary credits) under the Master Lease or otherwise confer or take away any material economic benefit, in each case taking into account all direct economic effects under the Master Lease of the amendment; or (b) shorten the initial term of the Master Lease or grant additional early termination rights that, if exercised, would shorten the initial term of the Master Lease.

"MBE(s)" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minorjty-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit H-2, as described in Section 10.03.

"MBE/WBE Program" shall have the meaning set forth in Section 10.03 hereof.

"Minimum Assessed Value" shall have the meaning set forth in Section 8.19(c) hereof

"Minimum Occupancy" shall mean the lease and occupancy of the Theatre.

"Municipal Code" shall mean the Municipal Code of the City of Chicago, as amended from time to time.

"New Project" shall mean a development project other than the Project (a) for which the related redevelopment agreement is recorded on or after the date of this Agreement and (b) which will receive assistance in the form of Incremental Taxes; provided, however, that "New Project" shall not include any development project that is or will be exempt from the payment of ad valorem property taxes.

"NFR Letter" shall mean a "no further remediation" letter issued by IEPA pursuant to the Site Remediation Program.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to Developer, the Property or the Project.

"Operating Covenant" shall have the meaning set forth in Section 8.06 hereof.

"PACE Financing" shall mean funds available to the Owner pursuant to the City's Property Assessed Clean Energy (PACE) program.

"Payment Amount" shall have the meaning set forth in Section 8.20 hereof.

"Permanent Jobs" shall have the meaning set forth in Section 8.06 hereof.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit G hereto.

"Permitted Mortgage" shall have the meaning set forth in Article 16 hereof.

"Phase I ESA" shall have the meaning set forth in Section 3.14(g)(i).

"Phase II ESA" shall have the meaning set forth in Section 3.14(g)(i).

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"Planned Development" shall mean Entertainment Planned Development No. , as amended or modified from time to time.

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Prior Obligations" shall mean Incremental Taxes pledged or committed to support the following projects:

Leland Apartments Gunnison Lofts Uptown
Broadway Building Uptown Goldblatt's
Store Hollywood House

"Project" shall have the meaning set forth in the Recitals hereof.

"Project Budget" shall mean the budget attached hereto as Exhibit H-1, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 3.03 hereof.

"Property" shall have the meaning set forth in the Recitals hereof.

"Purchase Price" shall have the meaning set forth in Section 3.14(a).

"RAP Approval Letter"'shall have the meaning set forth in Section 3.14(g)(i).

"REC(s)" shall have the meaning set forth in Section 3.14(g)(i).

"Redevelopment Area" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Plan" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Refinancing" shall have the meaning set forth in Section 8.20 hereof.

"Released Claims" shall have the meaning set forth in Section 3.14(i).

"Remediation Work" shall mean all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final NFR Letter for the 1130 Parcel in accordance with the terms and conditions of the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation,

all applicable Environmental Laws.

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit L, to be delivered by Developer to DPD pursuant to Section 4.04 of this Agreement.

"Sale" shall have the meaning set forth in Section 8.20 hereof.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Seller Financing" shall mean the Joint Venture Credit as defined in the Purchase and Sale Agreement Uptown Theatre dated as of September 30, 2018 between Farpoint Acquisitions, LLC, as Purchaser, and UTA II, LLC, as Seller.

. "Senior Lender" shall mean , its successors and/or assigns.

"Senior Loan" shall mean the approximately $18,700,000 loaned by Senior Lender to Owner.

"SRP" shall mean the IEPA's Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seg., and the regulations promulgated thereunder.

"SRP Documents" shall mean all documents submitted to the IEPA under the SRP program, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report.

"Survey" shall mean a plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property, meeting the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2016, dated within 75 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the

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Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Sustainable Development Policy" shall mean the Sustainable Development Policy of the City as in effect on the Closing Date.

"TACO" shall mean the Tiered Approach to Corrective Action Objectives codified at 35 III. Adm. Code Part 742 et seg.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and concluding on the tenth anniversary of the end of the Compliance Period.

"Theatre" shall have the meaning set forth in the Recitals hereof.

"TIF Adoption Ordinance" shall have the meaning set forth in the Recitals hereof.

"TIF District Administration Fee" shall mean the fee described in Section 4.05(b) hereof.

"TIF Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City TIF Funds, subject to the terms of this Agreement. Exhibit C-1 lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"Title Commitment" shall have the meaning set forth in Section 3.14(d).

"Title Company" shall mean [ ].

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing fee simple title to the Property in Owner, subject to Permitted Mortgage(s) securing the Senior Loan and the leasehold interest of Foundation under the Master Lease and naming the City as the insured mortgagee in the full amount of the City Funds, noting the recording of this Agreement and the Junior Mortgage as encumbrances against the Property, and a subordination agreement with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"USTs" shall have the meaning set forth in Section 3.14(h).

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seg.).

"WBE(s)" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

1 The Project. With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof, (i) commence construction no later than 180 days after the Closing Date; and (ii) complete construction and conduct business operations therein no later than 39 months after the Closing Date.

2 Scope Drawings and Plans and Specifications. Developer has delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 3.04 hereof.

The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than $78,800,000. Developer hereby certifies to the City that (a) it has Lender Financing, Charitable Contributions, and Eguity described in Section 4.02 hereof in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

4 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD concurrently with the progress reports described in Section 3.07 hereof; provided, that any^Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of Facility by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of Facility to a use other than as described in Recital D to this Agreement; (c) a delay in the completion of the Project by six (6) months or more; or (d) Change Orders resulting in an aggregate increase to the Project Budget for the Project of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those set forth above do not require DPD's prior written approval as set forth in this Section 3.04. but DPD shall be notified in writing of all such Change Orders in the progress reports described in Section 3.07, which notice shall identify to DPD the source of funding therefor.

5 DPD Approval. Any approval granted by DPD of the Scope Drawings, Plans and Specifications

and the Change Orders is for the purposes of this Agreement only and does not affect or constitute .any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

6 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Scope Drawings and Plans and

Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

7 Progress Reports and Survey Updates. Developer shall provide DPD with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). Developer shall provide three (3) copies of an updated Survey to DPD upon the request of DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

8 Inspecting Agent or Architect. An independent agent or architect (other than Developer's architect) qualified to inspect historical elements and approved by DPD shall be selected to act as the inspecting agent or architect, at Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect to construction of the Project to DPD, prior to requests for disbursement for costs related to the Project hereunder. If approved by DPD, the inspecting agent or architect may be the same one being used in such role by the lender providing Lender Financing, provided that such agent or architect (a) is not also the Developer's agent or architect and (b) acknowledges in writing to the City that the City may rely on the findings of such agent or architect.

9 Barricades. Prior to commencing any construction requiring barricades, Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications.

11 Utility Connections. Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

12 Permit Fees. In connection with the Project, Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the

City of Chicago and are of general applicability to other property within the City of Chicago.

13 The Developer. Among their other obligations described in this Agreement, (a) Owner shall own the Property and undertake construction of the Project in accordance with this Agreement; and (b) Foundation shall operate its business at the Project in accordance with this Agreement. Owner and Foundation agree that neither shall take any action which shall impede the performance of the other under this Agreement. Notwithstanding any other provisions of this

Agreement to the contrary, each of Owner and Foundation shall be jointly and severally liable for the obligations of the other party under this Agreement.

3.14 Conveyance of the 1130 Parcel. The following provisions shall govern the City's conveyance of the 1130 Parcel to the Foundation:

a) Purchase Price. The City hereby agrees to sell, and the Foundation, in its sole discretion upon written notice to the City at least 6 months prior to the 1130 Parcel Closing Date may agree to purchase, upon and subject to the terms and conditions of this Agreement, the 1130 Parcel, for the sum of (i) One Dollar ($1.00), plus (ii) an amount, determined by the City in its sole discretion, reflecting the present value of the then-applicable revenue value (without regard to the CTA Lease) of the metered parking spaces in the 1130 Parcel and calculated over the period from the 1130 Parcel Closing Date to February 29, 2084 (the sum of the amounts in (i) and (ii), together, the "Purchase Price"). The Purchase Price is to be paid to the City on or before the 1130 Parcel Closing Date in cash or by certified or cashier's check or wire transfer of immediately available funds. The Foundation shall pay all escrow fees and other title insurance fees, premiums and closing costs. The Developer acknowledges and agrees that (i) the appraised fair market value of the 1130 Parcel is approximately $4,340,000 based on an appraisal dated January 3, 2019, and (ii) the City has only agreed to sell the 1130 Parcel to the Foundation for the Purchase Price because the Developer has agreed to execute this Agreement and comply with its terms and conditions. The Developer specifically acknowledges and agrees that the purpose of the sale is to induce the Developer to undertake the Project and to generate funds to support the operations of the Theatre. The City's obligation to sell the 1130 Parcel is subject to the following conditions: (i) the fulfillment of the Developer's obligations in this Section 3.14; (ii) the Certificate of Completion has been issued; (iii) the representations and warranties contained in this Agreement are true and correct and Developer is in compliance with all applicable covenants contained herein; and (iv) no event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

b) Form of Deed. The City shall convey the 1130 Parcel to the Foundation by quitclaim deed (the "1130 Parcel Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the standard exceptions in an ALTA title insurance policy; all general real estate taxes and any special assessments or other taxes; all easements, encroachments, covenants and restrictions of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Foundation, its Affiliates and their agents.

c) Covenants Running with the Land. The conveyance of the 1130 Parcel to the Foundation shall be subject to the following covenants, which shall run with the land and be binding on the Foundation and its successors and assigns to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City:

i) The Foundation shall use the 1130 Parcel in compliance with the Redevelopment Plan, for so

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long as the Redevelopment Plan is in effect.

ii) The Foundation may continue to use the 1130 Parcel for its existing use, subject to applicable Laws. If and when the Foundation elects to develop the 1130

Parcel, such development shall be subject to applicable review and approvals under the Municipal Code or other applicable Laws.

iii) The Foundation may directly or indirectly sell, transfer, convey, lease or otherwise dispose of all or any portion of the 1130 Parcel or any interest therein, provided that the Foundation receive not less than fair market value for the interest so disposed, and that such disposition otherwise complies with IRS regulations applicable to tax-exempt charitable organizations. This covenant shall apply only to the Foundation's initial disposition of the 1130 Parcel and, once so disposed, shall not apply to subsequent dispositions. In addition, this covenant shall not apply in the event the Foundation has previously assigned the 1130 Parcel Purchase Right in accordance with Section 3.14(i) below.

iv) Prior to the City's delivery of the 1130 Parcel Deed, the Foundation may not, without the prior written consent of DPD, engage in any financing or other transaction which would create an encumbrance or lien on the 1130 Parcel.

v) The Foundation shall obtain a Final NFR Letter for the 1130 Parcel and comply with all land use restrictions, institutional controls and other terms and conditions contained in the Final NFR Letter.

(vi) . The Foundation shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the 1130 Parcel or the 1130 Parcel Project or any part thereof.

(d) Title and Survey. The Foundation shall, no later than thirty (30) days prior to the 1130 Parcel Closing Date obtain at its expense and deliver to the City a Survey of the 1130 Parcel and a commitment for an owner's policy of title insurance issued by the Title Company (the "Title Commitment") in an amount not less than the fair market value of the 1130 Parcel. The Foundation shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining the 1130 Title Policy and any endorsements. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the 1130 Parcel Closing Date with respect to the 1130 Parcel or liens for such unpaid property taxes, the City shall, as applicable, request that the County void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or file a tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the 1130 Parcel remains subject to any tax liens, or if the 1130 Parcel is encumbered with any other exceptions that would adversely affect the use and insurability of the 1130 Parcel for the development of the 1130 Parcel Project, the Foundation shall, as its sole remedy, have the option to either (i) proceed with the purchase subject to all defects and exceptions, or (ii) terminate its right to purchase under this Section 3.14, whereupon such purchase right shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder with respect to the 1130 Parcel.

If the Foundation elects not to terminate its 1130 Parcel Purchase Right pursuant to this Section 3.14(d), the Foundation agrees to accept title subject to all exceptions.

e) Closing. The conveyance of the 1130 Parcel shall take place on the 1130 Parcel Closing Date at the downtown offices of the Title Company or such other place as the parties may mutually agree upon in writing; provided, however, in no event shall the closing of the land sale occur unless all conditions precedent set forth in this Section 3.14 have been satisfied unless DPD, in its sole discretion, waives such conditions. On or before the 1130 Parcel Closing Date, the City shall deliver to the Title Company the 1130 Parcel Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement. The City will not provide a gap undertaking. The Foundation shall pay to record the 1130 Parcel Deed and any other documents incident to the conveyance of the 1130 Parcel to the Foundation.

f) "AS IS" SALE. THE FOUNDATION ACKNOWLEDGES THAT IT HAS HAD OR WILL HAVE ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE 1130 PARCEL AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE 1130 PARCEL. THE FOUNDATION AGREES TO ACCEPT THE 1130 PARCEL IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE 1130 PARCEL OR THE SUITABILITY OF THE 1130 PARCEL FOR ANY PURPOSE WHATSOEVER. THE FOUNDATION ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE FOUNDATION AGREES-THAT IT IS ITS SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM ANY REMEDIATION WORK AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE 1130 PARCEL IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

g) Environmental Due Diligence.

(i) Prior to the 1130 Parcel Closing Date, the Foundation shall perform a Phase I environmental site assessment of the 1130 Parcel in accordance with the requirements of the ASTM E 1527-13 standard ("Phase I ESA"). The City's Department of Fleet and Facility Management ("2FM") shall have the right to review and approve the sufficiency of the Phase I ESA for the purpose of determining whether any environmental or health risks would be associated with the development of the 1130 Parcel Project. Upon 2FM's request, the Foundation shall perform additional studies and tests, including, without limitation, updating or expanding the Phase I ESA. If the Phase I ESA identifies any Recognized Environmental Condition(s) ("REC(s)"), the Foundation shall perform a Phase II Environmental Site Assessment ("Phase II ESA"). If the Phase II ESA discloses the presence of contaminants exceeding applicable remediation objectives, the Foundation shall enroll the 1130 Parcel in the IEPA's SRP and thereafter take all necessary and proper steps to obtain written approval from the IEPA of a Remedial Action Plan ("RAP Approval Letter"). The Foundation acknowledges

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and agrees that the 1130 Parcel Closing will not occur, and it may not commence construction, until the IEPA issues, and 2FM approves, the RAP Approval Letter for the 1130 Parcel. In the event the remediation is not completed prior to the 1130 Parcel Closing, the Deed shall include a covenant obligating the grantee to remediate the 1130 Parcel in accordance with the terms of this Section 3.14 (g). The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Foundation's estimate of the cost to perform the Remediation Work.

(ii) The City shall grant the Foundation the right, at its sole cost and expense, to enter the 1130 Parcel to perform the Phase I ESA and any other surveys, environmental assessments, soil tests and other due diligence it deems necessary or desirable to satisfy itself as to the condition of the 1130 Parcel. The obligation of the Foundation to purchase the 1130 Parcel is conditioned upon the Foundation being satisfied with the condition of the 1130 Parcel. If the Foundation determines that it is not satisfied, in its sole and absolute discretion, with the condition of the 1130 Parcel, it may terminate this 1130 Parcel Purchase Right by written notice to the City any time prior to the 1130 Parcel Closing Date, whereupon such purchase right shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder with respect to the 1130 Parcel. If the Foundation elects not to terminate its 1130 Parcel Purchase Right pursuant to this Section 3.14(g)(ii), the Foundation shall be deemed satisfied with the condition of the 1130 Parcel.

(h) Environmental Remediation. Upon receipt of the RAP Approval Letter for the 1130 Parcel, the Foundation covenants and agrees to complete all Remediation Work necessary to obtain a Final NFR Letter using all reasonable means. The Foundation shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. The Foundation shall bear sole responsibility for all aspects of the Remediation Work including, but not limited to, the removal of pre-existing building foundations, soil exceeding residential (or commercial, as applicable) remediation objectives as determined by 35 III. Adm. Code Part 742, demolition debris, and the removal or treatment of Hazardous Materials. In addition, the Foundation shall remove and close any identified underground storage tanks ("USTs") in accordance with applicable regulations, including 41 III. Adm. Code Part 175, and shall properly address any identified leaking USTs in accordance with 35 III. Adm. Code Part 734.The Foundation shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Foundation acknowledges and agrees that the City will not issue a Certificate of Occupancy for the 1130 Parcel until the IEPA has issued, the City has approved, and the Foundation has recorded with the Office of the Recorder of Deeds of Cook County, a Final NFR Letter for the 1130 Parcel, which approval shall not be unreasonably withheld. The Foundation must abide by the terms and conditions of the Final NFR letter.

(i) Release and Indemnification. The Foundation, on behalf of itself and the Foundation Parties, shall be deemed to release, relinquish and forever discharge the City, its officers, agents and employees, from and against any and all Losses which the Foundation or

any of the Foundation Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the 1130 Parcel Closing Date, based upon, arising out

of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the 1130 Parcel or any improvements, facilities or operations located or formerly located thereon, including, without .limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Materials, or threatened release, emission or discharge of Hazardous Materials; (ii) the structural, physical or environmental condition of the 1130 Parcel, including, without limitation, the presence or suspected presence of Hazardous Materials in, on, under or about the 1130 Parcel or the migration of Hazardous Materials from or to the 1130 Parcel; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the 1130 Parcel or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, upon the ,1130 Parcel Closing, the Foundation shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the City and its officers, agents and employees harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Foundation Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims.

G) Release Runs with the Land. The covenant of release in Section 3.14(i) above shall run with the 1130 Parcel, and shall be binding upon all successors and assigns of the Foundation with respect to the 1130 Parcel, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the 1130 Parcel under or through the Foundation following the date of the Deed. The Foundation acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the 1130 Parcel to the Foundation. It is expressly agreed and understood by and between the Foundation and the City that, should any future obligation of the Foundation or any of the Foundation Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the 1130 Parcel, neither the Foundation nor any of the Foundation Parties will assert that those obligations must be satisfied in whole or in part by the City because Section 3.14(i) contains a full, complete and final release of all such claims.

(k) Notification to the Cook County Assessor of Change in Use and Ownership. Prior to the 1130 Parcel Closing Date, Developer shall complete a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor that there has been a change in use and ownership of the 1130 Parcel. On the 1130 Parcel Closing Date, Developer shall pay to the Title Company the cost of sending the notification to the Cook County Assessor via certified mail, return receipt requested. After delivery of the notification, Developer shall forward a copy of the return receipt to DPD, with a copy to the City's Corporation Counsel's office.

(I) Assignment. The 1130 Parcel Purchase Right shall not be assigned by the Foundation without the prior written consent of the City, which approval shall be within the sole and absolute discretion of the City. Notwithstanding the foregoing, no consent shall be required for an assignment to Owner or UTD, provided that the Foundation receive not less than fair market value for the assignment, and that such assignment otherwise complies with IRS regulations applicable to tax-exempt charitable organizations. Any assignee shall assume the obligations of the Foundation under this Section 3.14. Any reference to the Foundation in this Section 3.14 shall be deemed to include any assignee hereunder.

(m) Survival. This Section 3.14 shall survive the 1130 Parcel Closing Date or any termination of this Agreement (regardless of the reason for such termination).

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be $78,800,000, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Sources of Funds (1)	**Amount**
Equity Capital (subject to Section 4.06)	$185,149
Charitable Contributions (subject to Section 4.06)	$18,514,851
Lender Financing: Senior Loan	$18,700,000
PACE Financing	$11,600,000
City TIF Funds	$13,000,000
Build Illinois Bonds	$10,000,000
City AAL Funds	$3,000,000
Seller Financing	$3,800,000
Total	**$78,800,000**

(1) The sources of funds may be adjusted to reflect Historic Tax Credits, if applicable.

City TIF Funds may only be used to pay directly or reimburse the Foundation for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. The payment of City Funds, including the timing of payment, is subject to the terms and conditions of this Agreement, including but not limited to Section 4.03 and Section 5 hereof.

4.02 Developer Funds. Equity, Charitable Contributions and/or Lender Financing shall be used to pay all Project costs, including but not limited to Redevelopment Project costs and costs of TIF-Funded Improvements.

4.03 City TIF Funds.

a) Uses of City TIF Funds. City TIF Funds may only be used to pay directly or reimburse the Foundation for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit C-1 sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City TIF Funds for each line item therein (subject to Sections 4.03(b) and 4.05(c)), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost.

b) Sources of City TIF Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City TIF Funds from the sources and in the amounts described directly below (the "City TIF Funds") to pay for or reimburse the Foundation for the costs of the TIF-Funded Improvements:

Source of City TIF Funds	Maximum Amount
Available Incremental Taxes	$13,000,000

provided, however, that the total amount of City TIF Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of $13,000,000 or 16.50 % of the actual total Project costs; and provided further, that the $13,000,000 to be derived from Available Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as:

i) The amount of the Available Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs; and

ii) The City has been reimbursed from Available Incremental Taxes for the amount previously disbursed by the City for TIF-Funded Improvements;

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of $13,000,000 is contingent upon the fulfillment of the conditions set forth above in Section 4.03(a) and Section 4.03(b). In the event that such conditions are not fulfilled, the amount of Equity, Charitable Contributions or Lender Financing, with the consent of the City in its sole discretion, to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately.

c) Disbursement of City TIF Funds. Subject to the conditions described in this Section 4.03, the City shall pay City TIF Funds to the Foundation as follows:

(i) At the Closing Date, an amount equal to $9,750,000 will be deposited into a construction escrow, which will provide that upon the satisfactory submission of Requisition Form, the Developer shall be entitled to receive reimbursement payments of $3,250,000 upon the completion of 25 percent, 50 percent and 75 percent of the Project, as measured by total project cost.

(ii) The remaining City TIF Funds will be deposited into a construction escrow upon availability and will be provided as a reimbursement payment of $3,250,000 upon issuance of the Certificate and subject to the satisfactory submission of Requisition Form.

4.04 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of City TIF Funds as described in Section 4.03(c), or in connection with a request for the payment of City AAL Funds as described in Section 4.11, beginning on the first request for payment and continuing through the earlier of (i) the Term of the Agreement or (ii) the date that the Foundation has been reimbursed in full under this Agreement, the Foundation shall provide DPD with a Requisition Form, along with the documentation described therein. Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered. DPD shall use reasonable efforts to

respond to the Developer's submission of a Requisition Form within forty-five (45) days by either issuing the requested payment or a written statement detailing the ways in which the Requisition Form is deficient, and the measures that must be taken by the Developer in order to obtain the requested payment. The Developer may resubmit the Requisition Form upon its completion of such measures.

5 Treatment of Prior Expenditures and Subsequent Disbursements.

a) Prior Expenditures. Only those expenditures made by Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit I hereto sets forth the prior expenditures approved by DPD as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to Developer, but shall reduce the amount of Equity, Charitable Contributions and/or Lender Financing required to be contributed by Developer pursuant to Section 4.01 hereof.

b) TIF District Administration Fee. Annually, the City may allocate an amount not to exceed five percent (5%) of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Redevelopment Area, including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City TIF Funds, and the City shall have the right to receive such funds prior to any payment of City TIF Funds hereunder.

c) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed $25,000 or $100,000 in the aggregate, may be made without the prior written consent of DPD.

6 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City TIF Funds available pursuant to Section 4.03 hereof or if the aggregate cost of the Adopt-a-

Landmark Eligible Costs exceeds the City AAL Funds available pursuant to Section 4.11 hereof, or if the cost of completing the Project exceeds the Project Budget, Developer shall be solely responsible for such excess cost, and' shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City TIF Funds and the City AAL Funds and of completing the Project.

4.07 Preconditions of Disbursement; Execution of Certificate of Expenditure. Prior to each disbursement of City Funds hereunder or execution of a Certificate of Expenditure by the City, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Delivery by Developer to DPD of any request for disbursement of City Funds, or the execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement or request for execution of a Certificate of Expenditure, that:

(a) the total amount of the disbursement request or request for Certificate of Expenditure represents the actual cost of the Acquisition or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

. (b) all amounts shown as previous payments on the current disbursement request or request for Certificate of Expenditure have been paid to the parties entitled to such payment;

c) Developer has approved all work and materials for the current disbursement request or request for Certificate of Expenditure, and such work and materials conform to the Plans and Specifications;

d) the representations and warranties contained in this Redevelopment Agreement are true and correct and Developer is in compliance with all covenants contained herein;

e) Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and Charitable Contributions and (iv) any other amounts deposited by Developer pursuant to this Agreement. Developer hereby agrees that, if the Project is not In Balance, Developer shall, within 10 days after a written request by the City, deposit with the escrow agent, or will make available, (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement or execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer. In addition, Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement or execution of a Certificate of Expenditure, including but not limited to requirements set forth in the Bond Ordinance, if any, the Bonds, if any, the TIF Ordinances, this Agreement and/or the Escrow Agreement.

8 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as provided in Section 15.02 hereof.

9 Sale or Transfer of the Property or Project.

a) Prior to the Issuance of the Certificate. Prior to the issuance of the Certificate, the Developer may not sell or otherwise directly or indirectly transfer any part of the Project, except to a wholly owned entity of the Developer or else the City shall have the right to recapture the full amount of all previous payments of City funds and terminate this Agreement; provided, however, that this subsection (a) shall not apply to the Master Lease.

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b) *After the Issuance of the Certificate. During the Compliance Period following the issuance of the Certificate, sales and transfers will be subject to Section 8.20, Payment upon Sale or Refinancing.*

10 Construction Escrow. The City and Developer hereby agree to enter into the Escrow Agreement including the provisions described in Section 4.03(c)(i). Except as expressly set forth herein, all disbursements of Project funds shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control. The City must receive copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement.

11 City AAL Funds.

Subject to the conditions described in this Section 4.11, the City shall pay City AAL Funds to Developer Parties as follows:

a) Developer shall submit to DPD documentation regarding the applicable expenditures for which Developer seeks reimbursement, including a Requisition Form which shall be satisfactory to DPD in its sole discretion;

b) Delivery by Developer to DPD of a Requisition Form for City AAL Funds shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such Requisition Form, that the conditions described in Section 4.07 have been satisfied; and

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(c) The Requisition Form for City AAL Funds shall not exceed $3,000,000 or such lesser amount of Adopt-a-Landmark Eligible Costs Developer has incurred and paid as of the date of the related Requisition Form. The Developer shall be entitled to receive reimbursement payments of (i) up to $750,000 each upon the completion of 25 percent, 50 percent and 75 percent of the Project, as measured by total project cost; and (ii) up to $750,000 upon issuance of the Certificate.

4.12 Release of Certain liens and Encumbrances.

a) Prior to the Closing Date, subject to Developer's payment and satisfaction of the underlying amounts or conditions, the City shall agree to release and dismiss the following orders, injunctions, enforcement actions, and judgment liens encumbering the Theatre and imposing fines and penalties:

i) Recording of Findings, Decision and Order entered in City of Chicago v. Uta II LLC, City of Chicago Department of Administrative Hearings, Docket Number 09BT01907A, and recorded July 27, 2010, as Document Number 1020805160

ii) Notice of Claim for Receiver's Lien entered in City of Chicago v. Cercore Properties, et al., Circuit Court of Cook County, Case Numbers 00M1402424, 02M1 401058, 00M1403858, and 04M1400192, and recorded June 2, 2006, as Document Number 0615331001

iii) Claim for Lien for Abatement of Dangerous Condition entered in City of Chicago v. American Natl Bank TR# 59755, et al., Circuit Court of Cook County, Case Number 94M1405180, and

recorded December 6, 1994, as Document Number 04022122

b) Upon issuance of a Certificate of Occupancy for the Theatre, the City shall take such action necessary to release and dismiss the following:

(i) Agreed Order entered in case numbers 00m 1402424 consolidated with 00m1403858,

02m1401058 and 04m1400192, and recorded December 7, 2017, as Document Number

1734142062 made by the City vs. Cercore Properties, et al. (the "2017 Agreed Order");

ii) Modified Order of Permanent Injunction, Judgment and Enforcement and Direction to the Clerk of the Circuit Court entered in The City of Chicago v. Cercore Properties, et. al, Circuit Court of Cook County, Case Numbers 00M1402424 consolidated with 02M1401058, 00M1403858 and 04M1400192, and recorded May 12, 2008, as Document Number 0813334087;

iii) Order of Permanent Injunction, Judgment and Enforcement and Direction to the Clerk of the Circuit Court entered in The City of Chicago v. Cercore Properties, et. al, Circuit Court of Cook County, Case Numbers 00M1402424 consolidated with 02M1401058, 00M1403858, and 04M1400192, and recorded February 14, 2008, as Document Number 0804522101;

iv) Order of Permanent Injunction, Judgment and Enforcement and Direction to the Clerk of

the Circuit Court entered in The City of Chicago v. Cercore Properties, et. al, Circuit Court of Cook County, Case Numbers 00M1402424 consolidated with 02M1401058, 00M1403858, and 04M1400192, and recorded January 29, 2008, as Document Number 0802941032; and

(v) Agreed Order entered in City of Chicago v. American National Bank et al., Circuit Court of Cook County, Case Number 94M1405180, and recorded October 24, 1997, as Document Number 97796253;

(c) Developer acknowledges that the 2017 Agreed Order and its terms, as modified by the subsequent orders, is binding upon all current and subsequent owners of the Property, including Developer, and that Developer shall file an appearance in that case, immediately upon acquisition of title to the Property, and comply with all orders of the Court and terms of the 2107 Agreed Order.

SECTION 5. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

1 Project Budget. Developer has submitted to DPD, and DPD has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

2 Scope Drawings and Plans and Specifications. Developer has submitted to DPD, and DPD has approved, the Scope Drawings and Plans and Specifications accordance with the provisions of Section 3.02 hereof.

3 Other Governmental Approvals. Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

4 Financing. Developer has furnished proof reasonably acceptable to the City that Developer has Equity, Charitable Contributions and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with the other sources set forth in Section 4.01) to complete the Project. Developer has delivered to DPD a copy of the construction escrow agreement entered into by Developer regarding the Senior Loan, and any other Lender Financing. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, in substantially the form set forth in Exhibit M hereto, with such changes as are acceptable.to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of Developer, with the Office of the Recorder of Deeds of Cook County.

5 Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Property, or a binding, signed, marked-up commitment to issue such Initial Title Policy, certified by the Title Company, naming the City as an insured mortgagee in the full

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amount of the City Funds. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit G hereto and evidences the recording of this Agreement and the Junior Mortgage pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. Developer has provided to DPD, on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. Developer, at its own expense, has provided the City with searches as indicated in the chart below under Developer's name (and the following trade names of Developer: None) showing no liens against Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens:

Jurisdiction	**Searches**
Secretary of State	UCC, Federal tax
Cook County Recorder	UCC, Fixtures, Federal tax, State tax, Memoranda of judgments
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

5.07 Surveys. Developer has furnished the City with three (3) copies of the Survey.

8 Insurance. Developer, at its own expense, has insured the Property in accordance with Section

12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DPD.

9 Opinion of Developer's Counsel. On the Closing Date, Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit J hereto, such opinions were obtained by Developer from its general corporate counsel.

10 Evidence of Prior Expenditures. Developer has provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

11 Financial Statements. Each of Foundation, Owner and UTD has provided Financial Statements to DPD for its most recent fiscal year, and audited or unaudited interim financial statements.

12 Documentation; Employment Plan. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters in

connection with the construction or rehabilitation work on the Project, including the reports described in Section 8.07. At least thirty (30) days prior to the Closing Date, the Developer has met with the Workforce Solutions division of DPD to review employment opportunities with the Developer after construction or rehabilitation work on the Project is completed. On or before the Closing Date, Developer has provided to DPD, and DPD has approved, the Employment Plan for the Project (the "Employment Plan"). The Employment Plan includes, without limitation, the Developer's estimates of future job openings, titles, position descriptions, qualifications, recruiting, training, placement and such other information as DPD has requested relating to the Project.

13 Environmental. Developer has provided DPD with copies of that certain phase I environmental audit completed with respect to the Property and any phase II environmental audit with respect to the Property required by the City. Developer has provided the City with a letter from the environmental engineer (s) who completed such audit(s), authorizing the City to rely on such audits. If applicable based on results of the phase II environmental audit, the Developer shall provide the City with a final comprehensive (if applicable) NFR Letter with respect to the Property, signed by the IEPA upon issuance thereof.

14 Corporate Documents; Economic Disclosure Statement. Developer has provided a copy of its Articles or Certificate of Incorporation or organization containing the original certification of the Secretary of State of its state of incorporation or organization; certificates of good standing from the Secretary of State of its state of incorporation or organization and all other states in which Developer is qualified to do business; evidence that Foundation is tax-exempt under Section 501(c)(3) of the Internal Revenue Code; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws or operating agreement of Developer; and such other corporate documentation as the City has requested.

Developer has provided to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Developer and any other parties required by this Section 5.14 to complete an EDS must promptly update their

EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information ' pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

15 Litigation. Developer has provided to Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

16 Junior Mortgage. Owner shall have delivered to the City the Junior Mortgage and such financing statements as the City may require.

5.17 Master Lease and Other Agreements. Complete copies of the Master Lease and all other written agreements, if any, setting forth the parties' understandings relating to Owner's ownership, Foundation's occupancy and leasing and each tenant's occupancy of the Property and any financial agreements between the parties in any way relating to the Property, the Master Lease, certified by Foundation and Owner, shall have been delivered to the City.

SECTION 6. AGREEMENTS WITH CONTRACTORS

1 Bid Requirement for General Contractor and Subcontractors.

a) Except as set forth in Section 6.01(b) below, prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD for its inspection and written approval, (i) For the TIF-Funded Improvements, Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds, (ii) For Project work other than the TIF-Funded Improvements, if Developer selects a General Contractor (or the General Contractor selects any subcontractor) who has not submitted the lowest responsible bid, the difference between the lowest responsible, bid and the higher bid selected shall be subtracted from the actual total Project costs for purposes of the calculation of the amount of City Funds to be contributed to the Project pursuant to Section 4.03(b) hereof. Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD with the Requisition Form submitted under Section 4.04 or the progress report, whichever is submitted earlier. Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD and all requisite permits have been obtained.

b) If, prior to entering into an agreement with a General Contractor for construction of the Project, Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor proposed to be paid out of City Funds shall not exceed 10% of the total amount of the Construction Contract.

Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors.

2 Construction Contract. Prior to the execution thereof, Developer shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by Developer, the General Contractor and

any other parties thereto, Developer shall deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

3 Performance and Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form attached as Exhibit N hereto. The City shall be named as obligee or co-obligee on any such bonds.

4 Employment Opportunity. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

5 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement). Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD with the Requisition Form submitted under Section 4.04 or the progress report, whichever is submitted earlier.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of construction of the Project in accordance with the terms of this Agreement, and upon the Developer's written request, which shall include a final Project budget detailing the total actual cost of the construction of the Project (the "Final Project Cost"), DPD shall issue to the Developer the Certificate (the "Certificate"), all in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. No Certificate shall be issued unless DPD is satisfied that the Developer has fulfilled all of the following obligations:

a) Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the Developer has complied with building permit requirements for the Project;

b) Developer has completed construction of the Project according to the Plans and Specifications and has satisfied the requirements of the 2017 Agreed Order;

c) The Theatre is occupied and open for business, as evidenced by issuance of a Certificate of Occupancy for the Theatre and commencement of ticket sales for an event at the Theatre scheduled no more than six months after the date ticket sales commence,;

d) The Final Project Cost is at least $78,800,000 (as described in Section 4.03(b), the amount of City Funds will be reduced dollar for dollar if the Final Project Cost is less than $78,800,000);

e) Evidence that Foundation has incurred TIF-eligible costs, in an equal amount to, or greater than, $13,000,000 and Adopt-a-Landmark Eligible Costs in an amount equal to, or greater than, $3,000,000;

f) The City's Monitoring and Compliance Unit has verified that, at the time the Certificate is issued, the Developer is in full compliance with City requirements set forth in Section 10 and Section 8.09 (M/WBE, City Residency and Prevailing Wage) with respect to construction of the Project, and that 100% of the Developer's MBE/WBE Commitment in Section 10.03 has been fulfilled; and

g) There exists neither an Event of Default (after any applicable cure period) which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

DPD shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either the requested Certificate or a written statement detailing the ways in which the Project as a whole does not conform to this Agreement or has not been satisfactorily completed, and the measures that must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon its completion of such measures.

2 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02 (Covenant to Redevelop), 8.06 (Operating Covenant; Job Creation), 8.19 (Real Estate Provisions), 8.20 (Payment upon Sale or Refinancing), 8.21 (Annual Compliance Report) and 8.24 (Master Lease Representations, Warranties and Covenants) as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder.

3 Failure to Complete. If Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City TIF Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City TIF Funds available pursuant to Section 4.01, Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City TIF Funds; and

c) the right to seek reimbursement of the City Funds from Developer.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide Developer, at Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONSA/VARRANTIES OF DEVELOPER.

8.01 General. The representations and warranties provided by Developer under this Agreement are material conditions precedent to the City's obligations under this Agreement. Developer represents, warrants and covenants, as of the date of this Agreement, as of the date of each disbursement of City Funds hereunder and throughout the Compliance Period, that:

a) Each of Owner, Foundation, and UTD is a limited liability company or not-for-profit corporation, as applicable, duly incorporated or organized and validly existing in the State of Illinois or Delaware, as applicable, and qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required, and Foundation is tax-exempt under Section 501(c)(3) of the Internal Revenue Code as in effect from time to time;

b) Each of Owner, Foundation, and UTD has the right, power and authority to enter into, execute, deliver and perform this Agreement;

c) The execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation or by-laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

d) Unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Owner shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), and Foundation shall acquire and shall maintain good, indefeasible and merchantable leasehold title to the Property (and all improvements thereon), in each case free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that Developer is contesting in good faith pursuant to Section 8.15 hereof)

e) Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Developer which would impair its ability to perform under this Agreement;

g) Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of Developer since the date of Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate, Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business and except for the lease of the Property described in the Master Lease; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

(k) Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget; and

(l) has not made or caused to be made, directly or Jndirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any. City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

(m) neither Developer nor any affiliate of Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury,

the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to

indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(n) Developer understands that (i) the City TIF Funds are limited obligations of the City, payable solely from moneys on deposit in the Uptown Theatre Project Account of the TIF Fund; (ii) the City Funds do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (iii) Developer will have no right to compel the exercise of any taxing power of the City for payment of the City Funds; and (iv) the City Funds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof;

(o) Developer has sufficient knowledge and experience in financial and business matters, including municipal projects and revenues of the kind represented by the City Funds, and has been supplied with access to information to be able to evaluate the risks associated with the receipt of City Funds;

(p) Developer, understands that there is no assurance as to the amount or timing of receipt of City Funds, and that the amounts of City Funds actually received by such party may be substantially less than the maximum amounts set forth in Section 4.03(b);

(q) Developer understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in accordance with the terms of Section 18.14 of this Agreement, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement;

(r) Developer acknowledges that with respect to City Funds, the City has no obligation to provide any continuing disclosure to the Electronic Municipal Market Access System maintained by the Municipal Securities Rulemaking Board, to any holder of a note relating to City Funds or any other person under Rule 15c2-12 of the Commission promulgated under the Securities Exchange Act of 1934 or otherwise, and shall have no liability with respect thereto; and

(s) Developer agrees that Developer, any person or entity who directly or indirectly has. an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial

interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract (as defined below) is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later of (i) May 16, 2011, or (ii) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) Bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which is then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

A) they are each other's sole domestic partner, responsible for each other's common welfare; and
B) neither party is married; and
C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
D) each partner is at least 18 years of age, and the partners are the same sex, and the

partners reside at the same residence; and

E) two of the following four conditions exist for the partners:

1. The partners have been residing together for at least 12 months.
2. The partners have common or joint ownership of a residence.
3. The partners have at least two of the following arrangements:
   a. joint ownership of a motor vehicle;
   b. a joint credit account;
   c. a joint checking account;
   d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

2 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Bond Ordinance, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section 8.02 shall run with the land and the leasehold interest and be binding upon any transferee for the Term of the Agreement, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

3 Redevelopment Plan. Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan, which is hereby incorporated by reference into this Agreement.

4 Use of City Funds. City TIF Funds disbursed to the Foundation shall be used by the Foundation solely to pay for (or to reimburse the Foundation for its payment for) the TIF-Funded Improvements as provided in this Agreement. City AAL Funds disbursed to the Foundation shall be used by the Foundation solely to pay for (or to reimburse the Foundation for its payment for) Adopt-a-Landmark Eligible Costs as provided in this Agreement.

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5 Other Bonds. Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements (the "Bonds"); provided, however, that any such amendments shall not have a material adverse effect on Developer or the Project, including without limitation adverse impacts on the Foundation's non-profit or tax-exempt status or the eligibility of the Project for Historic Tax Credits (if applicable). Developer shall, at Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

6 Operating Covenant; Job Creation.

a) Operating Covenant. The Developer throughout the Term of the Agreement (i) shall cause the

Property to be used as a theater venue, as permitted pursuant to the Redevelopment Plan, the Planned Development and this Agreement; and (ii) shall not include any restriction upon the use and operation of the Property and the Project, other than restrictions relating to Prohibited Uses, in any contract of sale or deed (or similar instrument) of conveyance (the covenants in clauses (i) through (ii) shall be referred to collectively as the "Operating Covenant"). Wherever there is a conflict between the permitted uses of the Property and the Project, between this Agreement and the other controlling documents set forth above, the terms of this Agreement shall control. A default under the Operating Covenant shall constitute an Event of Default without notice or opportunity to cure. The City reserves the right, in its sole discretion and upon the reguest of the Developer, to approve retail uses at the Project in addition to ancillary retail components used to sell food, beverages and merchandise to Theatre patrons.

b) Job Creation. The Developer anticipates that the Project will result in the creation of (i) approximately 260 FTE construction jobs at the Project during the construction thereof (the "Construction Jobs") and (ii) approximately 14 full time and up to 181 part time permanent jobs created at the Theatre through the Term of the Agreement (the "Permanent Jobs") ; provided, that the failure of the Project to result in the creation of the anticipated number of Construction Jobs and/or Permanent Jobs described in this sentence shall not constitute an Event of Default.

Throughout the Compliance Period, the Developer shall submit to DPD annual certified Jobs and Occupancy Certificates disclosing information about Construction Jobs and Permanent Jobs and compliance with the Operating Covenant. These Jobs and Occupancy Certificates shall be submitted to DPD by February 1st for the prior calendar year.

The covenants set forth in this Section 8.06 shall run with the land and the leasehold interest and be binding upon any transferee for the Term of the Agreement.

A default by either Owner or Foundation under the Master Lease shall not (a) relieve Owner or Foundation from its obligations under this Agreement or (b) constitute any defense,

excuse of performance, release, discharge or similar form of equitable or other relief that would prevent or limit the City's enforcement of its remedies under this Agreement.

7 Employment Opportunity; Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 75% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which Developer shall correct any shortfall.

8 Employment Profile. Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

9 Prevailing Wage.. Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the

Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09.

10 Arms-Length Transactions. Unless DPD has given its prior written consent with respect thereto, no Affiliate of Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the Redevelopment Area.

12 Disclosure of Interest. Developer's counsel has no direct or indirect financial ownership interest in Developer, the Property or any other aspect of the Project.

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13 Financial Statements. Developer shall obtain and provide to DPD Financial Statements for Developer's fiscal year ended 2018 and each year thereafter for the Term of the Agreement. In addition, Developer shall submit unaudited financial statements as soon as reasonably practical-following the close of each fiscal year and for such other periods as DPD may request.

14 Insurance. Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

15 Non-Governmental Charges, (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. Developer shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. Developer has the right, before any delinquency occurs:

i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as

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shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

16 Developer's Liabilities. Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of Developer to any other person or entity. Developer shall immediately notify DPD of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

17 Compliance with Laws.

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a) Representation. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be, as and when required, in compliance with all applicable Laws pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

b) Covenant. Developer covenants that the Property and the Project will be operated and managed in compliance with all Laws. Upon the City's request, the Developer shall provide evidence to the City of its compliance with this covenant.

18 Recording and Filing. Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

19 Real Estate Provisions. The covenants set forth in this Section 8.19 shall run with the land and the leasehold interest and be binding upon any transferee for the Term of the Agreement.

(a) Governmental Charges.

i) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and whicl} create, may create, or appear to create a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all'federal, State, county, the City, or other governmental (or any instrumentality, division, agency,

body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Property or the Project including but not limited to real estate taxes.

ii) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of

Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

i) Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture pf, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

ii) Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

(c) Real Estate Taxes.

(i) Acknowledgment of Real Estate Taxes. Developer agrees that for the purpose of this Agreement, the total projected minimum assessed value of the Property ("Minimum Assessed Value") is shown below:

Tax Year	Total Assessed Value
2018	$586,493
2019	$586,493
.2020	$586,493
2021	$604,088
2022	$574,000
2023	$574,000
2024	$591,220
2025	$591,220
2026	. $591,220
2027	$608,957
2028	$608,957

2029	$608,957
2030	$627,225
2031	$627,225
2032	$940,838
2033	$1,292,084

ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

iii) No Reduction in Real Estate Taxes. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value for the applicable year.

iv) No Objections. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean any complaint seeking to increase the assessed value of the Property up to (but not above) the Minimum Assessed Value.

v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 8.19(c) are covenants running with the land and this Agreement shall be recorded by Developer as a memorandum thereof, at Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof,

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provided however, that the covenants shall be released upon the later of the (i) expiration of the Compliance Period or (ii) Class L Incentive Expiration Date. Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.19(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of Developer, its successors or assigns, may waive and terminate Developer's covenants and agreements set forth in this Section 8.19(c).

(d) Notification to the Cook County Assessor of Change in Use and Ownership. If required under 35 ILCS 200/15-20, prior to the Closing Date, Developer shall complete a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor that there has been a change in use and ownership of the Property. On the Closing Date,

Developer shall pay to the Title Company the cost of sending the notification to the Cook County Assessor via certified mail, return receipt requested. After delivery of the notification, Developer shall forward a copy of the return receipt to DPD, with a copy to the City's Corporation Counsel's office.

8.20 Payment upon Sale or Refinancing.

a) Flip Provision: In the event of a Capital Event prior to the Effective Date, the Developer agrees to pay and remit to the City an amount equal to one hundred percent (100%) of City Funds paid (the "Flip Provision"). Additionally, all future payments of City Funds shall cease. The following shall not be considered as triggering the Flip Provision: (i) the refinancing of the Project debt for an amount equal to the balance outstanding, plus costs associated to said refinance; or (ii) the refinancing of the Project debt to fund capital improvements of the property.

b) Recapture Provision: During the term of the Compliance Period from and after the Effective Date, the City shall be entitled to 50 percent of the Net Cash Flow in excess of the IRR Hurdle. This Excess Net Cash Flow is defined as the amount remaining from Net Operating Income and/or sale of the Project after payment of debt service, 18 percent return on Equity Capital (including accrued returns) and Equity Capital principal.

c) For the purpose of calculating IRR, Historic Tax Credits, Seller Financing, Charitable Contributions, any disbursed City AAL Funds, any disbursed City TIF Funds, and any disbursed Build Illinois Bond funds will not be considered as either debt or equity. PACE shall only be considered debt in the event that the bond is defeased prior to the sale of the property; if the obligation is transferred to the new owner as a lien on the property then it will not be treated as either debt or equity for the purposes of this calculation.

21 Annual Compliance Report. Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement, Developer shall submit to DPD the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates. Failure by Developer to submit the Annual Compliance Report shall constitute an Event of Default under Section 15.01 hereof, without notice or opportunity to cure pursuant to Section 15.03 hereof. The covenants set forth in this Section 8.21 shall run with the land and the leasehold interest and be binding upon any transferee for the Term of the Agreement.

22 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor,

subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.23 Sustainable Development Policy. The Developer shall provide evidence acceptable to the City that they have complied with the Chicago Sustainable Development

Policy for the Project within 1 year after the date of the Certificate. If a default occurs under this Section 8.23, the City shall have the right to reduce the City Funds by $250,000 as described in Section 15.02.

8.24 Master Lease Representations, Warranties and Covenants. The Developer represents, warrants and covenants as follows:

a) as of the date hereof, the Master Lease is valid and binding as to Owner and Foundation, as applicable, is in full force and effect, and is either unmodified or modified only by approved Material Amendments and/or amendments that do not constitute Material Amendments;

b) as of the date hereof, each of Owner and Foundation has performed all of its current obligations under the Master Lease;

c) Throughout the Term of the Agreement, each of Owner and Foundation: (i) shall deliver to DPD a copy of written notice of any change in circumstances of which Developer has knowledge that makes the representations and warranties in this Section 8.24 inaccurate; and (ii) shall comply with its obligations under each of the Master Lease; and

d) Throughout the Term of the Agreement, neither Owner nor Foundation shall (i) execute or consent to a Material Amendment or (ii) sell, sublease, release, assign or otherwise transfer its interest in the Master Lease or the lease or sublease to the Foundation, as the case may be,, without the prior written consent of DPD, which consent shall be in DPD's sole discretion.

The covenants set forth in this Section 8.24 shall run with the land and the leasehold interest and be binding upon any transferee for the Term of the Agreement.

8.25. FOIA and Local Records Act Compliance.

a) FOIA. The Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Developer receives a request from the City to produce records within the scope of FOIA, then the Developer covenants to comply with such request within 48 hours of the date of such request. Failure by the Developer to timely comply with such request shall be an Event of Default.

b) Exempt Information. Documents that the Developer submits to the City under Section 8.21, (Annual Compliance Report) or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for

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documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will

determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. The Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act.

8.26 Community Engagement Plan. The Foundation shall undertake a community engagement plan as described on Exhibit F. As part of the Annual Compliance Report, the Foundation shall detail the activities that occurred in the preceding year consistent with the community engagement plan.

8.27 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in- this Agreement shall be true, accurate and complete at the time of Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

1 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

2 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of Developer operating on the Property (collectively, with Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human

Rights Ordinance, Chapter 2-160, Section 2-160-010 et seg., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to

ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a nondiscriminatory manner with regard to all job -related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the ease, may be.

f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Construction Worker Employment Requirement. Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer, its General

Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 and such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer to the City in payment for each percentage

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of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Developer pursuant to Section 2-92-250 of the Municipal Code may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03. MBE/WBE Commitment. Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seg., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit H-2 hereto) shall be expended for contract participation by MBEs and by WBEs:

1) At least 26 percent by MBEs.
2) At least six percent by WBEs.

b) For purposes of this Section 10.03 only, Developer (and any party to whom a contract is let by Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

c) Consistent with Sections. 2-92-440 and 2-92-720, Municipal Code, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor),

by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining Developer's compliance with this MBE/WBE commitment. Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by Developer, on five business days' notice, to allow the City to review Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

f) Any reduction or waiver of Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

g) Prior to the commencement of the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) quarterly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations

under this Section 10.03, shall, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, (3) exercise all remedies available under the Junior Mortgage or (4) seek any other remedies against Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

Developer hereby represents and warrants to the City that Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, the Bond Ordinance and the Redevelopment Plan.

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which Developer, or any person directly or indirectly controlling, controlled by or under common control with Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to execution and delivery of this Agreement.

i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than $100,000 each accident, illness or disease.

ii) Commercial General Liability (Primary and Umbrella) Commercial General

Liability Insurance or equivalent with limits of not less than

$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement).

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The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(b) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than $500,000 each-accident, illness or disease.

ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations thaU Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than $2,000,000 per occurrence and $6,000,000

in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

v) All Risk /Builders Risk

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When Developer undertakes any construction, including improvements, betterments, and/or repairs, Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

vii) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the recreation and reconstruction of such records.

viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than $1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

c) Post Construction:

(i) All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

d) Other Requirements:

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Developer must furnish the City of Chicago, Department of Planning and Development; City Hall, Room 1000, 121 North LaSalle Street, Chicago IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to

obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for Developer to obtain and maintain the specified coverages. Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

Developer hereby waives and agrees to require their insurers to waive their rights of, subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees ,,in

connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

i) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

ii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

iii) the existence of any material misrepresentation or omission in this Agreement, any official statement, limited offering memorandum or private placement memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of Developer or any Affiliate of Developer; or

iv) Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

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SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by Developer hereunder:

a) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement or any related agreement;

b) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under any other agreement with any person or entity if such failure may have a material adverse effect on Developer's business, property, assets, operations or condition, financial or otherwise;

c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer; provided, however, that if such

commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

f) the appointment of a receiver or trustee for Developer, for any substantial part of Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

g) the entry of any judgment or order against Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of Developer or the death of any natural person who owns a material interest in Developer;

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(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against Developer or any natural person who owns a material interest in Developer, which is not dismissed within thirty (30) days, or the indictment of Developer or any natural person who owns a material interest in Developer, for any crime (other than a misdemeanor);

(k) prior to the end of the Term of the Agreement, without the prior written consent of the City, any sale, transfer, conveyance, lease or other disposition of all or substantially all of Developer's assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business or as otherwise expressly permitted by this Agreement;

(l) The failure of Developer, or the failure by any party that is a Controlling Person (defined in Section 1 -23-010 of the Municipal Code) with respect to Developer, to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer;

(m) the assignment or other direct or indirect transfer by Owner or Foundation, as applicable, of the Master Lease without the prior written approval of the City (which shall be in the City's sole discretion); or

(n) an Event of Default (as defined in the Master Lease) by Owner or Foundation under the Master Lease that is not cured within the cure period, if any, granted under the Master Lease or the Developer's execution of a Material Amendment without the prior written approval of the City under Section 8.24.

For purposes of Sections 15.01 (i) and 15.01 (i) hereof, a person with a material interest in Developer shall be one owning in excess often (10%) of Developer's issued and outstanding shares of stock or membership interests.

2 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, place a lien on the Project in the amount of City Funds paid, and/or seek reimbursement of any City Funds paid.

Upon the occurrence of an Event of Default because of failure to comply with Section 8.23, Sustainable Development Policy, the City shall have the right to seek reimbursement of $250,000 of City Funds by reducing the final payment or requiring the Developer to return City Funds. If the City reduces the City Funds paid as described in the preceding sentence, the City shall have no other remedy for the Developer's failure to comply with Section 8.23.

The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, foreclosure of the Junior Mortgage, injunctive relief or the specific performance of the agreements contained herein or in the Junior Mortgage.

3 Curative Period. In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying

that it has failed to perform such monetary covenant. In the event Developer shall fail to perform a non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that no cure period shall apply to Developer's failure to comply with the Operating Covenant, with Section 8.19(c) or with Section 8.23.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or permit to be/ecorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

b) In the event that any mortgagee shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to

and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer which accrued prior to the time such party succeeded to the interest of Developer under this Agreement, in which case Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

c) Prior to the issuance by the City to Developer[1] of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DPD.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the City: City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner

With Copies To: City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division

If to Developer: Uptown Theatre Owner, LLC 207 West Goethe Street Chicago, IL 60610 Attention: Uptown Theatre Foundation, Inc. 207 West Goethe Street Chicago, IL 60610 Uptown Theatre Development, LLC 120 North Racine Avenue, Suite 200 Chicago, IL 60606 With Copies To: DLA Piper LLP (US) 444 West Lake Street, Suite 900 Chicago, IL 60606 Attention: Mariah F. DiGrino And to: Ice Miller LLP One American Square, Suite 2900 Indianapolis, IN 46282-0200 Attention: Marilee Springer

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the.overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

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1 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement the Redevelopment Plan without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than ninety (90) days.

2 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

3 Limitation of Liability. No member, official or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by. the City or for any amount which may become due to Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

4 Further Assurances. Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

5 Waiver. Waiver by the City or Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

6 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

7 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

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8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

9 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

10 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances and/or the Bond Ordinance, if any, such ordinance(s) shall prevail and control.

11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

12 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

13 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

14 Assignment. Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City; provided, however that Developer may execute a Collateral Assignment. Any successor in interest to Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 (Real Estate Provisions) and 8.23 (Survival of Covenants) hereof, for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

15 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

16 Force Majeure. Neither the City nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay

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caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

19 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

20 Business Relationships. Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a business relationship that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code)(a "Financial Interest"), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a business relationship that creates a Financial Interest, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship that creates a Financial Interest, and (C) that a violation of Section 2-156-030 (b) by an elected

official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

21 Subordination Agreement. Upon the request of a lender providing Lender Financing, the City shall agree to subordinate its interests under this Agreement and the Junior Mortgage to the mortgage of such lender pursuant to a written subordination agreement, the form of which shall be in a form reasonably acceptable to the City and Corporation Counsel.

22 Exhibits. All of the exhibits attached to this Agreement are incorporated into this Agreement by reference.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

UPTOWN THEATRE OWNER, LLC, a Delaware limited liability company

By:

Name: Title:

UPTOWN THEATRE FOUNDATION, INC., an Illinois not-for- profit corporation

By:_

Name: Title:

UPTOWN THEATRE DEVELOPMENT, LLC, a Delaware limited liability company

By:_

Name: Title:

CITY OF CHICAGO

By:
David L. Reifman, Commissioner Department of Planning and Development

STATE OF ILLINOIS) COUNTY OF COOK)

I, , a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that , personally known to me to be the manager of Uptown Theatre Owner LLC, a Delaware limited liability company ("Owner"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Owner, as his/her free and voluntary act and as the free and voluntary act of Owner, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this day of , 2019.

Notary Public

My Commission Expires.

(SEAL)

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STATE OF ILLINOIS) COUNTY OF COOK)

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I, , a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that personally known to me to be the manager of Uptown Theatre Foundation, Inc., an Illinois not-for-profit corporation ("Foundation"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Foundation, as his/her free and voluntary act and as the free and voluntary act of Foundation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this day of 2019.

Notary Public

My Commission Expires

(SEAL)

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STATE OF ILLINOIS) COUNTY OF COOK)

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I, , a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that , personally known to me to be the manager of Uptown Theatre Development, LLC, a Delaware limited liability company ("UTD"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by UTD, as his/her free and voluntary act and as the free and voluntary act of UTD, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this day of , 2019.

Notary Public

My Commission Expires.

(SEAL)

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STATE OF ILLINOIS) COUNTY OF COOK)

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I, , a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David L. Reifman, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this day of , 2019.

Notary Public

My Commission Expires.

EXHIBIT A REDEVELOPMENT AREA

(not attached for introduction)

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EXHIBIT B-1 UPTOWN THEATRE PROPERTY (SUBJECT TO FINAL TITLE

AND SURVEY) Legal Description of the Property: PARCEL 1

LOTS 1, 2, AND 3 (EXCEPT THE EAST 110 FEET OF SAID LOTS) IN BLOCK 1 IN RUFUS C. HALL'S ADDITION TO ARGYLE IN THE SOUTH $^1/_2$ OF THE SOUTHWEST Vi OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index Number: 14-008-320-007

Address commonly known as: 4815 North Magnolia Street, Chicago, Illinois 60640

PARCEL 2

LOT 1 (EXCEPT THE EAST 110 FEET THEREOF) AND LOT 2 (EXCEPT THE SOUTH 15 FEET OF THE EAST 110 FEET THEREOF) ALL OF LOTS 3, 4, AND 18 THROUGH 25 IN THE RESUBDIVISION OF BLOCK 1 (EXCEPT LOTS 1,2, AND 3) IN RUFUS C. HALL'S ADDITION TO ARGYLE IN THE SOUTH Vi OF THE SOUTHWEST % OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 14-008-320-011

Address commonly known as: 4816 North Broadway Avenue, Chicago, Illinois 60640

PARCEL 3

THE VACATED ALLEY WEST OF AND ADJOINING THE WEST LINE OF LOTS 2, 3, AND 4 AND EAST OF AND ADJOINING THE EAST LINE OF LOTS 19, 20 AND 25 IN THE RESUBDIVISION OF BLOCK 1 (EXCEPT LOTS 1, 2, AND 3) IN RUFUS C. HALL'S ADDITION TO ARGYLE IN THE SOUTH $^1/_2$ OF THE SOUTHWEST $^1/_4$ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 14-008-320-013

Address commonly known as: 1200 West Lawrence Avenue, Chicago, Illinois 60640

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EXHIBIT B-2

1130 WEST LAWRENCE AVENUE PARCEL (SUBJECT TO FINAL TITLE AND SURVEY)

Legal Description of the Property:

PARCELS 14-08-414-039-8001, 14-08-414-040-8001 AND 14-08-414-042-8001 IN W.K. ROBERT'S SUBDIVISION OF LOT 3 OF SNOW AND DICKSON'S SUBDIVISION OF PART OF BLOCK 4 OF A SUBDIVSION OF THE SOUTHEAST FRACTIONAL % OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Common address and PINs:

1130 West Lawrence Avenue, Chicago, Illinois

14-08-414-039-8001 14-08-414-040-8001 14-08-414-042-8001

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EXHIBIT C-1 TIF-FUNDED IMPROVEMENTS

Line Item	Project Budget Amount	% TIF Eligible	TIF Eligible Cost
Purchase Price	$3,800,000	50%	$3,800,000
Demolition	$869,100	57%	$494,100
Concrete	$916,170	89%	$816,170
Masonry - Facade Restoration	$6,500,000	27%	$1,775,000

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Metals	$2,118,376	96%	$2,023,460
Wood and Plastics	$1,273,330	96%	$1,222,397
Doors & Windows -interior	$1,183,520	96%	$1,136,179
Finishes - Decorative Paint	$8,950,332	72%	$6,430,827
Specialties	$2,238,440	89%	$1,986,800
Equipment	$227,782	" 100%	$227,782
Fire Protection	$780,000	50%	$390,000
Plumbing	$2,257,200	44%	$1,000,000
HVAC	$5,520,705	10%	$552,070
Electrical	$4,520,000	48%	$2,164,800
Sitework	$188,080	64%	$120,000
Architecture and Engineering	$3,463,600	60%	$2,089,286

Total* $26,228,871

*Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03 and shall not exceed the lesser of $13,000,000 or approximately 16.50% of the Project Budget.

EXHIBIT C-2 ADOPT-A-LANDMARK ELIGIBLE

COSTS

Line Item	Project Budget Amount	% AAL Eligible	AAL Eligible Cost
Masonry - Facade Restoration	$6,500,000	45%	$2,950,000
Architecture and Engineering	$3,463,600	2%	$75,000

Total* $3,025,000

*Notwithstanding the total amount of Adopt-a-Landmark eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.11 and shall not exceed the lesser of $3,000,000 or approximately 3.80% of the Project Budget.

EXHIBIT D

JOBS AND OCCUPANCY CERTIFICATE

[to be retyped on letterhead of Developer]

, 20

City of Chicago
Department of Planning and Development 121 North

LaSalle Street, Room 1000 Chicago, IL 60602 Attention:
Commissioner

Re: Jobs and Occupancy Certificate
Uptown Theatre Redevelopment Agreement

Dear Commissioner:

This Certificate is delivered pursuant to the Uptown Theatre Redevelopment Agreement dated as of , 2019 (the "Agreement") and constitutes the Jobs and Occupancy Certificate of **the Developer for the period ended , [add month, day and** year] (the "Period"). The undersigned certifies that (a) the Developer continues to satisfy the Operating Covenant, (b) the Developer has located new FTEs at the Project during the Period; (e) a total of FTE Construction Jobs have been located at the Project since the execution of the Agreement; (f) a total of FTE Permanent Jobs have been located at the Project since the execution of the Agreement; (g) each of the individuals listed in the chart below is a Full Time Equivalent Employee of the Developer at the Project. Capitalized terms used without definition in this Certificate have the meanings given them in the Agreement.

Sincerely yours,

UPTOWN THEATRE OWNER, LLC, a Delaware limited liability company

By:
Name: Title:

UPTOWN THEATRE FOUNDATION, INC., an Illinois not-for- profit corporation

By:_ Name: Title:

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UPTOWN THEATRE DEVELOPMENT, LLC, a Delaware limited liability company

By:_ Name: Title:

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Full Time Equivalent Employees located at the Project as of

Employee Name (Last, First)	Address of Principal Residence	Zip Code of Principal Residence	Number of months employed at the Project during the year	On the payroll for work done at the Project? (Y or N)	Work hours total at least 35 per week? (Y or N)	Work hours total at least 1750 during the year (Y or N)	Independent contractor, third-party service provider, consultant, or ancillary services employee? (Y or N)	Job title

"Indicate New FTEs with an asterisk (*) next to employee's name

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EXHIBIT E CONSTRUCTION CONTRACT

(not attached for introduction)

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EXHIBIT F COMMUNITY ENGAGEMENT PLAN (Not attached for introduction)

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EXHIBIT G

PERMITTED LIENS

Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the'Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

Liens or encumbrances against Developer or the Project, other than liens against the Property, if any: liens against personal property of the Developer securing the Senior Loan.

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EXHIBIT H-1 PROJECT BUDGET

Purchase Price	7,600,000
Closing Costs	333,000
TOTAL ACQUISITION COSTS	**7,933,000**
Senior Debt Costs	418,500
PACE Costs	576,000
TIF Costs	103,710
Adopt-a-Landmark Costs	25,000
Build Illinois Grant Costs	20,000
TOTAL FINANCING COSTS	**1,143,210**
General Conditions	4,064,062
Demolition	869,100
Concrete	916,170
Masonry - Facade Restoration	6,500,000

Masonry - new construction	316,475
Metals	2,118,376
Wood and Plastics	1,273,330
Thermal & Moisture Protection	1,960,485
Doors & Windows - interior	1,183,520
Doors & Windows - exterior	447,000
Finishes - Decorative Paint*	8,950,332
Finishes - Decorative Plaster*	3,370,000
Specialties*	2,238,440
Equipment	227,782
Furnishings*	487,660
Vertical Transportation*	425,000
Fire Protection	780,000
Plumbing	2,257,200
HVAC	5,520,705
Electrical*	4,520,000
Communications	485,000
Electronic Safety & Security	905,000
Sitework	188,080
TOTAL HARD CONSTRUCTION COSTS	**50,003,717**

Architecture/Engineering/Consultants	3,463,600

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TOTAL A&E 3,463,600

Furniture, Fixtures & Equipment	5,770,000

TOTAL FF&E 5,770,000

Development Fees	2,961,865

TOTAL DEV. FEES 2,961,865

Administrative 149,000 Professional 1,690,000

Marketing	128,300

TOTAL ADMIN, PROF, MKTG. 1,967,300

Pre-Opening & OS&E Expenses	737,500

TOTAL PRE-OPENING EXPENSES 737,500

Operating Shortfall 493,097

Interest Shortfall	1,515,808

TOTAL OPERATING SHORTFALL 2,008,905

PROJECT CONTINGENCY 2,810,903

TOTAL PROJECT BUDGET 78,800,000

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EXHIBIT H-2 MBE/WBE BUDGET Hard Construction Costs $50,003,717 Project MBE/WBE Total Budget $34,957,283

Project MBE Total at 26% $9,088,894 Project WBE Total at 6% $2,097,437

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EXHIBIT I APPROVED PRIOR EXPENDITURES

(not attached for introduction)

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EXHIBIT J

OPINION OF DEVELOPER'S COUNSEL [To be retyped on

Developer's Counsel's letterhead]

City of Chicago
121 North LaSalle Street
Chicago, IL 60602

ATTENTION: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Uptown Theatre Owner, LLC, a Delaware limited liability company ("Owner"), Uptown Theatre Foundation, Inc., an Illinois not-for-profit corporation ("Foundation") and Uptown Theatre Development, LLC, a Delaware limited liability company ("UTD"; together with Owner and Foundation, collectively, the "Developer") in connection with the construction of certain facilities located in the Lawrence/Broadway Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) Uptown Theatre Redevelopment Agreement (the "Agreement") of even date

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herewith, executed by Developer and the City of Chicago (the "City");

b) the Junior Mortgage of even date herewith executed by Developer;

c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined

a) the original or certified, conformed or photostatic copies of Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which Developer is qualified to do business, (iii) By-Laws, as amended to date, and (iv) records of all corporate proceedings relating to the Project; and

b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

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In all such examinations, we have assumed the genuineness of all signatures (other than those of Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. Developer , entities are duly organized, validly existing and in good standing under the laws of their respective states of incorporation, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign corporation under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, Developer's Articles of Incorporation or By-Laws or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which Developer is a party or by which Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. , The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly .authorized and approved by all requisite action on the part of Developer.

4. Each of the Documents to which Developer is a party has been duly executed and delivered by a duly authorized officer of Developer, and each such Document constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. Exhibit A attached hereto (a) identifies each class of capital stock of Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with

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respect to any of the capital stock of Developer. Each outstanding share of the capital stock of Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against Developer or affecting Developer or its property, or seeking to restrain or enjoin the performance by Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by Developer or any other party under any material contract, lease, agreement, instrument or commitment to which Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

9. The execution, delivery and performance of the Documents by Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law

provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

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By: Name:

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EXHIBIT K JUNIOR MORTGAGE

Prepared by and after recording return to:

Scott Fehlan, Esq. City of Chicago Law Department 121 North LaSalle Street, Room 600 Chicago, IL 60602

For Recorder's Use Only:

JUNIOR CONSTRUCTION MORTGAGE

THIS JUNIOR CONSTRUCTION MORTGAGE ("Mortgage") is made and given as of , 2019, by : ("Mortgagor"), having an address at in favor of the CITY OF CHICAGO, an Illinois municipal corporation, having its principal office at 121 N. LaSalle Street, Chicago, Illinois 60602 ("City" or "Mortgagee").

RECITALS

WHEREAS, the City Council of the City, by ordinance adopted on ■ 2019 (the "Ordinance"), authorized the execution by Mortgagor and the City of that certain Uptown Theatre Redevelopment Agreement dated as the date hereof, a copy of which has been recorded prior to the recording of this Mortgage (such agreement, as amended, supplemented or modified, the "Agreement"); and

WHEREAS, all terms, unless defined herein, shall have the meaning given to them in the Agreement;

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and

WHEREAS, the Agreement provides, among other things, for the Mortgagor to rehabilitate [described Project], located in Chicago, Illinois and legally described on Exhibit A attached hereto (the "Land"); and

WHEREAS, the Project will be financed in part with City Funds, up to a maximum aggregate amount of $16,000,000 (the "City Funds"), to pay for or reimburse the Mortgagor for certain Redevelopment Project Costs and Adopt a Landmark Eligible Costs, as are further described in the Agreement; and

WHEREAS, the City Funds must be used in accordance with any laws, regulations and ordinances governing the use of such funds, including, without limitation, the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq (the "TIF Act") and the Ordinance; and

WHEREAS, as consideration for the use of the City Funds, as well as the receipt of other benefits from the City as are described in the Agreement, the Mortgagor has agreed to complete and operate the Project in accordance with the terms and conditions of the Agreement, and, until the expiration of the Term of the Agreement, abide by the covenants running with and affecting the Land set forth in Sections 8.02 (Covenant to Redevelop), 8.06 (Operating Covenant; Job Creation), 8.19 (Real Estate Provisions), 8.20 (Payment upon Sale or Refinancing), 8.21 (Annual Compliance Report) and 8.24 (Master Lease Representations, Warranties and Covenants) of the Agreement (collectively, the "Performance Covenants"); and

WHEREAS, the Mortgagor is also obligated to comply with, among other things, the following sections of the Agreement: the transfer restrictions in Sections 8.01 (j) and (k) and Section 18.14; the prevailing wage requirements in Section 8.09; the employment opportunity, City resident employment and MBE/WBE utilization requirements in Section 8.07 and Sections 10.01, 10.02 and 10.03; and the financing restrictions inherent in the definition of Lender Financing and in Sections 8.01(d) and (k), and Section 16 (collectively, the "Additional Covenants");

WHEREAS, the failure of the Mortgagor to perform the Performance Covenants, the Additional Covenants and the other covenants and obligations of the Agreement (collectively, the "Covenants") shall give rise to an obligation of the Mortgagor to pay the City the Junior Mortgage Amount pursuant to the Agreement, all Protective Advances (as hereinafter defined) and other amounts payable under this Mortgage whether now owing or hereafter accruing (the "Reimbursement Obligation"); and

WHEREAS, the parties intend that this Mortgage secure the Mortgagor's performance of the Covenants, its covenants and obligations under this Mortgage and the repayment of the Reimbursement Obligation in the event of an Event of Default;

NOW, THEREFORE, to secure the performance and observance by Mortgagor of such covenants and obligations, and in order to charge the properties, interests and rights hereinafter described with such mortgage lien, Mortgagor has executed and delivered the Mortgage and does hereby grant, convey, assign, mortgage, warrant, grant a security interest in, and confirm unto, Mortgagee and its successors and assigns forever, all of the following rights, interests, claims and property (collectively, the "Mortgaged Property"), subject to those matters set forth as Title Exceptions on Schedule B in the Mortgagee's lender's title insurance policy issued by Greater Illinois Title Company to the City of Chicago as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect:

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(A) The Land, together with all easements, water rights, hereditaments, mineral rights and other claims, rights and interests appurtenant thereto;

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B) All buildings, structures and other improvements of every nature whatsoever now or hereafter situated on the Land, including, without limitation, the Project, all fixtures or attachments of every kind and nature whatsoever now or hereafter owned by Mortgagor which are or shall be attached to, located in or on, forming a part of, used or intended to be used in connection with or incorporated in the Land or such buildings, structures and other improvements, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing ("Improvements");

C) All tenements, easements, rights-of-way and rights used as a means of access to the Land and Improvements and appurtenances thereto now or hereafter belonging or pertaining thereto;

D) All rents and issues of the Land and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Mortgagor, in and to the same;

E) all right, title and interest of Mortgagor in and to all fixtures, personal property of any kind or character now or hereafter attached to, contained in and used or useful in connection with the Land or the Improvements, together with all furniture, floor covering, fittings, furnishings, apparatus, goods, systems, fixtures and other items of personal property of every kind and nature, now or hereafter located in, upon or affixed to the Land or the Improvements, or used or useful in connection with any present or future operation of the Land or the Improvements, including, but not limited to, all apparatus and equipment used to supply heat, gas, air conditioning, water, light, power, refrigeration, electricity, plumbing and ventilation, including all renewals, additions and accessories to and replacements of and substitutions for each and all of the foregoing, and all proceeds therefrom (the "Equipment");

F) all of the estate, interest, right, title or other claim or demand which Mortgagor now has or may acquire with respect to (i) proceeds of insurance in effect with respect to the Land, the Improvements or the Equipment, and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding of all or any portion of the Land, the Improvements or the Equipment;

G) all intangible personal property, accounts, licenses, permits, instruments, contract rights, and chattel paper of Mortgagor, including, but not limited to cash, accounts receivable, bank accounts, certificates of deposit, rights (if any) to amounts held in escrow, deposits, judgments, liens and causes of action, warranties and guarantees, relating to the Land, the Equipment or the Improvements;

H) all other property rights of Mortgagor of any kind or character related to all or any portion of the Land, the Improvements or the Equipment; and

(I) the proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding clauses.

All of the Land, Improvements, estate and property hereinabove described, real, personal and mixed, whether or not affixed or annexed, and all rights hereby conveyed and

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mortgaged are intended so to be as a unit and are hereby understood, agreed and declared, to the maximum extent permitted by law, to form a part and parcel of the Land and Improvements and to be appropriated to the use thereof, and shall for the purposes of the Mortgage deemed to be conveyed and mortgaged hereby; provided, however, as to any property, aforesaid which does not so form a part and parcel of the Land and Improvements, the Mortgage is hereby deemed also to be a Security Agreement under the Uniform Commercial Code of the State of Illinois (the "Code") for the purposes of granting a security interest in such property, which Mortgagor hereby grants to Mortgagee as secured party (as defined in the Code) and as also contemplated and provided for in Section 6.10 hereof.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

WITHOUT limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Code, a security interest in all of the above-described property which are or are to become fixtures.

THIS MORTGAGE IS GIVEN TO SECURE: (a) the performance by the Mortgagor of the Covenants and its covenants and obligations under this Mortgage, and (b) the repayment of the Reimbursement Obligation upon the occurrence of an Event of Default.

SECTION I

INCORPORATION OF RECITALS

The Mortgagor acknowledges and agrees that the recitals set forth above constitute an integral part of the Mortgage and are hereby incorporated herein by this reference.

SECTION II

INCORPORATION OF REDEVELOPMENT AGREEMENT PROVISIONS

The Mortgagor acknowledges and agrees that all of the sections of the Agreement cited in the Recitals to this Mortgage, along with all defined terms used in such sections and all other defined terms from the Agreement that are used in this Mortgage, together with such other provisions of the Agreement as may be necessary to reasonably construe such sections and defined terms, are incorporated herein by reference as if fully written out and included as definitions and independent covenants in this Mortgage.

SECTION III

COVENANTS

The Mortgagor covenants, represents and warrants to Mortgagee that:

3.1 Agreement Covenants. Mortgagor shall comply with the Covenants.

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2 Maintenance of the Mortgaged Property, (a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair, shall not commit or suffer any waste thereof, and shall keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgagee.

c) Mortgagee or its representatives shall have the right to inspect the Mortgaged Property upon reasonable prior notice at reasonable times to assure compliance with the terms of the Mortgage.

d) Mortgagor shall comply with, and cause the Mortgaged Property to comply with, all present and future laws, ordinances, orders, rules, regulations and requirements of any governmental authority applicable to the Mortgaged Property, or any part thereof, and with all recorded restrictions and encumbrances affecting the Mortgaged Property, or any part thereof.

3 Taxes and Assessments, (a) Mortgagor will pay when due all general taxes, and assessments, special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request, furnish to Mortgagee receipts evidencing payment thereof, provided that Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed or is otherwise in compliance with the applicable provisions of the Redevelopment Agreement with respect thereto.

(b) Mortgagor will not suffer (unless bonded or insured over) any mechanic's, laborer's, materialmen's, or statutory lien to remain outstanding upon any of the Mortgaged Property. Mortgagor may contest such lien, provided that Mortgagor shall first post a bond in the amount of the contested lien, or provide title insurance over such contested lien, and further provided that Mortgagor shall diligently prosecute, the contested lien and cause the removal of the same.

4 Insurance. Mortgagor shall keep the Mortgaged Property continuously insured in such amounts and against such risks as are required of Mortgagor by the Agreement, paying the premiums for said insurance as they become due. Policies of insurance shall name Mortgagee as an additional insured. All policies for insurance shall provide that the same shall not be canceled, except upon sixty (60) days prior written notice to Mortgagee.

5 Subordination. Mortgagee by acceptance of this Mortgage acknowledges that the Mortgage shall be subject and subordinate in all respects to the terms of the Senior Loan (as defined in the Agreement) and the Bridge Loan (as defined in the Agreement) by and between the Mortgagor and , its successors and/or assigns (the "Senior Lender"), and shall also be subordinate to any Permitted Mortgage(s) (all such mortgages, a "Permanent Mortgage") that replace any Permanent Mortgage and which secure financing in a principal amount not to exceed (i) the original principal amount of the Senior Loan and the Bridge Loan provided by such Senior Lender and (ii) the amount of Equity contributed by the

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Developer under the Agreement. The agreement by the Mortgagee to be subordinate to a Permanent Mortgage on the terms hereunder shall be reflected by a subordination agreement between the Mortgagee and the Senior Lender named as the mortgagee under such Permanent Mortgage, at the request of such Senior Lender.

SECTION IV

REIMBURSEMENT OBLIGATION

4.1 Generally. (a) The maximum aggregate amount of the Reimbursement Obligation shall be limited to the Junior Mortgage Amount under the Agreement, all Protective Advances (as hereinafter defined) and other amounts payable under this Mortgage whether now owing or hereafter accruing.

(b) Pursuant to the terms of the Agreement, Mortgagor, from the execution date of the Mortgage until the expiration of the Term of the Agreement (such time period to be referred to as the "Enforceability Period"), shall complete the Project in accordance with the terms and conditions of the Agreement, and shall, until the expiration of the Term of the Agreement, abide by the Covenants.

4.2 Recapture. If during the Enforceability Period, Mortgagor fails to complete the Project in accordance with the terms and conditions of the Agreement or subsequent to the issuance of the Certificate by the City, fails to perform in accordance with the Covenants, and after the delivery of written notice and the expiration of any applicable cure period (as described in Section 15 of the Agreement) the City shall be entitled to recapture, and Mortgagor shall be obligated to pay the City, an amount equal to the funds then subject to recapture (as described in Section 4.1 above). The Mortgagee may proceed to foreclose this Mortgage and to exercise any other rights and remedies available to Mortgagee under this Mortgage and the Agreement and at law, in equity or otherwise

4.3 Release of Mortgage. Upon the expiration of the Enforceability Period, if Mortgagor has complied with the Covenants to the satisfaction of Mortgagee, then Mortgagor shall be deemed to have fully complied with the provisions contained in the Mortgage, and Mortgagor shall be under no further obligation to Mortgagee. In addition, if Mortgagor has paid to the City the entire amount of the Reimbursement Obligation which would then be due (calculated as if there had been a failure by Mortgagor to comply with the Covenants) as described in Section 4.1 then Mortgagor shall be under no further obligation to Mortgagee hereunder. In either event, within thirty (30) days of receipt of a written request from Mortgagor, Mortgagee shall execute a release of the Mortgage. Said release shall be in recordable form.

SECTION V

DEFAULT

5.1 Events of Default. The terms "Event of Default" or "Events of Default", wherever used in the Mortgage, shall mean the failure by Mortgagor to duly observe or perform any material term, covenant, condition, or agreement of the Mortgage or the Covenants after the expiration of all cure periods, if any, as provided herein or in the Agreement.

5.2 Mortgagee's Options; Subrogation; Acceleration; Cure, (a) In case of an Event of Default, Mortgagee may make any payment or perform any act required of Mortgagor and may make full or partial payments of principal or interest on any Lender Financing or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem the Mortgaged Property from any tax sale or forfeiture affecting the Mortgaged Property or contest any tax or assessment thereon. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee to protect the Mortgaged Property and the lien hereof, shall be deemed additional indebtedness secured hereby. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

b) To the extent that Mortgagee, on or after the date hereof, pays any sum under any provision of law or any instrument or document creating any lien or other interest prior or superior to the lien of this Mortgage, or Mortgagor or any other person or entity pays any such sum with the proceeds of the indebtedness secured hereby, Mortgagee shall have and be entitled to a lien or other interest on the Mortgaged Property equal in priority to the lien or other interest discharged and Mortgagee shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit Mortgagee in securing the indebtedness secured hereby; provided however Mortgagee shall not be entitled to a lien or other interest in the Mortgaged Property pursuant to any lien created by the Lender Financing documents.

c) If an Event of Default shall have occurred under the Agreement (with respect to the Covenants) or the Mortgage, and shall have continued for thirty (30) days following the receipt of notice thereof from Mortgagee to Mortgagor, the amount of the Reimbursement Obligation for which Mortgagor is then liable (as determined by Section 4.1 above) and secured hereby, at Mortgagee's sole option, shall immediately become due and payable without further notice or demand; provided, however, that in the event such default cannot reasonably be cured within such thirty (30) day period and if Mortgagor has commenced efforts to cure, then, the time to cure shall be extended so long as said party diligently continues to cure such default; provided, further, that no such notice and cure provisions described above shall apply with respect to an Event of Default arising from the failure by Mortgagor to perform the Covenants, as the notice and cure periods, if any, of the Agreement shall apply to such Event of Default.

d) Except as otherwise permitted by the terms of the Agreement or by Mortgagee's written consent, any sale, partial sale, refinancing, syndication or other disposition of all or substantially all of the Mortgaged Property (other than in the ordinary course of the Mortgagor's business) shall entitle the Mortgagee to declare the Reimbursement Obligation for which Mortgagor is then liable (as determined by Section 4.1 above) and secured hereby immediately due and payable without further notice or demand; provided, however, the replacement or substitution of any machinery, equipment or fixtures, now owned or hereafter acquired by Mortgagor, with machinery or equipment of like kind and value, whether or not such machinery or equipment is deemed a fixture under applicable provisions of the Code, will not be an Event of Default under the Mortgage, provided Mortgagor, if requested to do so by Mortgagee, executes such documents as may be necessary or deemed appropriate to assure Mortgagee of a continuing perfected secured interest in such replacement or substituted machinery,

equipment or fixtures.

3 Remedies. Mortgagee's remedies as provided in this Mortgage and the Agreement shall be cumulative and concurrent and may be pursued singularly, successively or together, at the sole discretion of

Mortgagee and may be exercised as often as occasion therefor shall arise, and shall not be exclusive but shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute.

4 Additional Indebtedness. In the event that the Mortgagee retains an attorney to: (a) assist in collecting amounts owed or enforcing the Mortgagee's rights under this Mortgage or the Agreement; (b) represent Mortgagee in any bankruptcy, reorganization, receivership or other proceedings affecting creditors' rights and involving a claim under this Mortgage or the Agreement; (c) protect or enforce the lien of this Mortgage; or (d) represent Mortgagee in any other proceedings whatsoever in connection with this Mortgage, the Agreement or the Mortgaged Property, then Mortgagor shall pay to Mortgagee all reasonable attorneys' fees, and all costs and expenses incurred in connection therewith.

5 No Waiver. Failure of Mortgagee, for any period of time or on more than one occasion, to exercise any such remedy shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent Event of Default. No act of omission or commission of Mortgagee, including specifically any failure to exercise any right or remedy, shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by Mortgagee and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of Mortgagee's rights or remedies hereunder. Except as otherwise specifically required herein, notice of the exercise of any right or remedy granted to Mortgage is not required to be given.

6 Right of Possession. To the extent permitted by law, in any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether before or after the institution of such proceedings or before or after sale thereunder, Mortgagor shall, at the option of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take, actual possession of all or any portion of the Mortgaged Property personally or by its agents or attorneys, and Mortgagee, in its sole discretion, may enter upon, take and maintain possession of all or any portion of the Mortgaged Property.

Upon taking possession of the Mortgaged Property, Mortgagee may make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements in connection with the Mortgaged Property as it may deem judicious to insure, protect and maintain the Mortgaged Property against all risks incidental to Mortgagee's possession, operation and management thereof, and may receive all rents, issues and profits therefrom.

7 Foreclosure Sale. The Mortgaged Property or any interest or estate therein sold pursuant to any court order or decree obtained under this Mortgage shall be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Mortgagee, in its sole discretion, may elect, to the maximum extent permitted by Illinois law. At any such sale,

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Mortgagee may bid for and acquire, as purchaser, all or any portion of the Mortgaged Property and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the indebtedness due the amount of Mortgagee's bid.

5.8 Application of Proceeds from Foreclosure Sale. Proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incident to the foreclosure proceedings, (ii) the amounts owed pursuant to Section 4.1 of this Mortgage, and otherwise due and payable under this Mortgage, with interest thereon at the rate of fifteen percent (15%) per annum (the "Interest

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Rate"), and (iii) any surplus or remaining funds to Mortgagor, its successors or assigns, as their rights may appear.

9 Insurance Upon Foreclosure. Wherever provision is made in the Agreement for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure all such rights and powers of Mortgagee shall continue in Mortgagee as judgment creditor or mortgagee until confirmation of sale. Upon confirmation of sale, Mortgagee shall be empowered to assign all policies of insurance to the purchaser at the sale. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in restoring the Mortgaged Property, shall be used to pay the amount due in accordance with any foreclosure decree that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct.

10 Waiver of Statutory Rights. To the extent permitted by law, Mortgagor shall not apply for or avail itself of any appraisement, valuation, redemption, reinstatement, stay, extension or exemption laws or any so-called "Moratorium Laws" now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this Mortgage and hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. To the extent permitted by law, Mortgagor hereby expressly waives any and all rights of redemption and rein-statement, on its own behalf and on behalf of each and every person having a beneficial interest in Mortgagor, it being the intent hereof that any and all such rights of redemption or rein-statement of Mortgagor and of all other persons are and shall be deemed to be hereby waived. Mortgagor acknowledges that the Mortgaged Property do not constitute agricultural real estate, as said term is defined in Section 5/15-1201 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101, et seg. (the "Act") or residential real estate as defined in Section 5/15-1219 of the Act.

5.11 Partial Payments. Acceptance by Mortgagee of any payment which is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of Mortgagee's right to exercise its option to declare the whole of the sum then remaining unpaid, together with all interest thereon at the Interest Rate, immediately due and payable without notice, or any other rights of Mortgagee at that time or any subsequent time, without its express written consent, except and to the extent otherwise provided by law.

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5.12 Rescission of Election. The obligation to make immediate payment of the City Funds, once such payment becomes due under the terms of this Mortgage, may at the option of Mortgagee be rescinded, and any proceedings brought to enforce any rights or remedies hereunder may, at Mortgagee's option, be discontinued or dismissed. In either of such events, Mortgagor and Mortgagee shall be restored to their former positions, and the rights, remedies and powers of Mortgagee shall continue as if such obligation to make immediate payment had not been made or such proceedings had not been commenced, as the case may be.

5.13 Protective Advances; Maximum Amount of Indebtedness. All advances,

disbursements and expenditures made by Mortgagee before and during a foreclosure, and

before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinbelow referred to:

a) all advances by Mortgagee to: (i) preserve or maintain, repair, restore or rebuild the improvements upon the Mortgaged Property; (ii) preserve the lien of this Mortgage or the priority thereof; or (iii) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Act;

b) payments by Mortgagee of: (i) when due, installments of principal, interest or other obligations in accordance with the terms of the documents evidencing and securing the Lender Financing, if any, or other prior lien or encumbrance; (ii) when due, installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part thereof; (iii) other obligations authorized by this Mortgage; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Act;

c) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under any mortgages or any other prior liens;

d) attorneys' fees and other costs incurred: (i) in connection with the foreclosure of this Mortgage as referred to in Sections 5/15-1504(d)(2) and 5/15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against Mortgagee for the enforcement of this Mortgage or arising from the interest of Mortgagee hereunder; or (iii) in the preparation for the commencement or defense of any such foreclosure or other action;

e) Mortgagee's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 5/15-1508 of the Act;

f) advances of any amount required to make up a deficiency in deposits for or payments of installments of taxes and assessments and insurance premiums;

g) expenses deductible from proceeds of sale as referred to in Subsections (a) and

b) of Section 5/15-1512 of the Act;

(h) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (i) if the Mortgaged Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (ii) if any interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (iii) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals

thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property imposed by Subsection
c) (1) of Section 5/15-1704 of the Act; (iv) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (v) payments required or deemed by Mortgagee to be for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (vi) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting the Mortgaged Property; (vii) if the loan secured hereby is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment or loan agreement; (viii) pursuant to any lease or other agreement for occupancy of the Mortgaged Property; and (ix) if this Mortgage is insured, payments of FHA or private mortgage insurance.

All Protective Advances shall be so much additional indebtedness secured by this Mortgage.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(1) of Section 5/15-1302 of the Act.

All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

1) the determination of the amount of indebtedness secured by this Mortgage at any time;

2) the indebtedness found due and owing to Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

3) if the right of redemption has not been waived by this Mortgage, computation of amount required to redeem, pursuant to Subsections (d)(2) and (e) of Section 5/15-1603 of the Act;

4) the determination of amounts deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;

5) the application of income in the hands of any receiver or mortgagee in possession; and

6) the computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 5/15-1508 and Section 5/15-1511 of the Act.

The maximum principal amount of indebtedness secured by this Mortgage shall be the amount of City Funds actually received by the Developer under the Agreement, plus any Protective Advances, with interest on such sum at the Interest Rate.

SECTION VI

MISCELLANEOUS PROVISIONS

6.1 Notice. Unless otherwise specified, any notice, demand or request required hereunder shall be given in the same manner as in Section 17 of the Agreement.

2 Time. Time is of the essence with respect to this Mortgage and the performance of the covenants contained herein.

3 Modifications. This Mortgage may not be altered, amended, modified, canceled, changed or discharged except by written instrument signed by Mortgagor and Mortgagee or their respective permitted successors and permitted assigns.

4 Headings. The headings of articles, sections, paragraphs and subparagraphs in this Mortgage are for convenience of reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

5 Governing Law; Venue; Jurisdiction. This Mortgage shall be construed and enforced according to the internal laws of the State of Illinois without regard to its conflict of laws principles. If there is a lawsuit under this Mortgage, each party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois, or the United States District Court for the Northern District of Illinois.

6 Severability. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Mortgage shall be construed as if such invalid part were never included herein and this Mortgage shall be and remain valid and enforceable to the fullest extent permitted by law.

7 Grammar. As used in this Mortgage, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

8 Successors and Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every record owner of the Mortgaged Property or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its

successors and assigns. Nothing in this Section 6.8 shall be construed to modify the transfer and assignment limitations set forth in the Agreement.

9 Further Assurances. Mortgagor will perform, execute, acknowledge and deliver every act, deed, conveyance, transfer and assurance necessary or proper, in the sole judgment of Mortgagee, for assuring, conveying, mortgaging, assigning and confirming to Mortgagee all property mortgaged hereby or property intended so to be, whether now owned or hereafter acquired by Mortgagor, and for creating, maintaining and preserving the lien and security interest created hereby on the Mortgaged Property. Upon any failure by Mortgagor to do so, Mortgagee may make, execute and record any and all such documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee and its agents as attorney-in-fact for that purpose. Mortgagor will reimburse Mortgagee for any sums expended by Mortgagee in making, executing and recording such documents including attorneys' fees and court costs.

10 Security Agreement. This Mortgage shall be construed as a "security agreement" within the

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meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures or personal property. Mortgagee shall have all the rights with respect to such fixtures or personal property afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Mortgagee by this Mortgage or any other agreement. Upon the recording hereof, this Mortgage shall constitute a financing statement under the Uniform Commercial Code, with Mortgagor being the Debtor, Mortgagee being the Secured Party, and the parties having the addresses set forth in the recitals. This Mortgage is a "construction mortgage" as that term is defined in Section 9-313(1)(c) of said Uniform Commercial Code.

6.11 No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien thereof do not merge in fee simple title, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to the Mortgaged Property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee, as evidenced by an appropriate document duly recorded, this Mortgage and the lien thereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

IN WITNESS WHEREOF, the undersigned have caused this Mortgage to be executed as of the day and year first above written.

MORTGAGOR:

By: Its:

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Exhibit A to Junior Construction Mortgage: Legal Description (not attached for introduction)

STATE OF ILLINOIS) COUNTY OF COOK)

I, , a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that , personally known to me to be the manager of , an limited liability company ("Mortgagor"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Mortgagor, as his/her free and voluntary act and as the free and voluntary act of Mortgagor, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this day of , 20 .

Notary Public

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My Commission Expires.

(SEAL)

EXHIBIT L

REQUISITION FORM

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The affiant, , of , a limited liability company (the "Developer"), hereby certifies that with respect to that certain Uptown Theatre Redevelopment Agreement between Developer and the City of Chicago dated , 2019 (the "Agreement"):

A. Expenditures for the Project, in the total amount of $, have been made:

B. This paragraph B sets forth and is a true and complete statement of all costs for the Project reimbursed by the City to date:

TIF-Funded Improvements $
Projects Costs other than
TIF-Funded Improvements $

C. Developer requests reimbursement for the following cost of TIF-Funded Improvements:

$

D. Developer requests reimbursement for the following Projects Costs other than TIF-Funded Improvements, to be reimbursed using City AAL Funds:

$

E. None of the costs referenced in paragraph C or paragraph D above have been previously reimbursed by the City.

F. Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and Developer is in compliance with all applicable covenants contained herein.

2. No event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

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All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

UPTOWN THEATRE OWNER, LLC, a Delaware limited liability company

By:
Name
Title:

Subscribed and sworn before me this day of

My commission expires:

Agreed and accepted:

Name
Title:
City of Chicago
Department of Planning and Development

EXHIBIT M

FORM OF SUBORDINATION AGREEMENT

This document prepared by and after recording return to:
Scott D. Fehlan, Esq.
City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, IL 60602

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made and entered into as of the day of , between the City of Chicago by and through its Department of Planning and Development (the "City"), [Name Lender], a [national banking association] (the "Lender").

WITNESSETH:

WHEREAS, , a limited liability company ("Developer") has purchased certain property located within the Redevelopment Project Area at and legally described on Exhibit A hereto (the "Property"), in order to rehabilitate thereon a located on the Property (the "Project"); and

WHEREAS, [describe financing and security documents for Lender Financing] (all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents");

WHEREAS, Developer desires to enter into a certain Uptown Theatre Redevelopment Agreement dated the date hereof with the City in order to obtain additional financing for the Project (the "Redevelopment Agreement," referred to herein along with various other agreements and documents related thereto as the "City Agreements");

WHEREAS, pursuant to the Redevelopment Agreement, Developer will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections 8.02 (Covenant to Redevelop), 8.06 (Operating Covenant;Job Creation), 8.19 (Real Estate Provisions), 8.20 (Payment upon Sale or Refinancing), 8.21 (Annual Compliance Report) and 8.24 (Master Lease Representations, Warranties and Covenants) of the Agreement (collectively, the "Performance Covenants"); and

WHEREAS, the City has agreed to enter into the Redevelopment Agreement with Developer as of the date hereof, subject, among other things, to (a) the execution by

Developer of the Redevelopment Agreement and the recording thereof as an encumbrance against the Property; and (b) the agreement by the Lender to subordinate their respective liens under the Loan Documents to the City Encumbrances; and

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender and the City agree as hereinafter set forth:

1. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit the Lender's right to receive, and Developer's ability to make, payments and prepayments of principal and interest on the Note, or to exercise its rights pursuant to the Loan Documents except as provided herein.

2. Notice of Default. The Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of Developer's default in connection therewith. Under no circumstances shall Developer or any third party be entitled to rely upon the agreement provided for herein.

3. Waivers. No waiver shall be deemed to be made by the City or the Lender of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.

4. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If to the City: City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602

If to Lender:

Attention:

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Attention: Commissioner

With Copies To: City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division

With Copies To:

Attention:

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

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IN WITNESS WHEREOF, this Subordination Agreement has been signed as of the date first written above.

[LENDER], [a national banking association] By:

Its:

CITY OF CHICAGO By:

Its: Commissioner,
Department of Planning and Development

ACKNOWLEDGED AND AGREED TO THIS

DAY OF

Uptown Theatre Owner, LLC, a Delaware limited

By: Its:

Exhibit to Subordination Agreement - Legal Description (not attached for introduction)

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EXHIBIT N FORM OF PAYMENT BOND (not attached for introduction)

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EXHIBIT B

RESOLUTION OF THE COMMISSION ON CHICAGO LANDMARKS

(attached)

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CITY OF CHICAGO COMMISSION ON CHICAGO LANDMARKS

December 6, 2018

RESOLUTION FOR CITYWIDE ADOPT-A-LANDMARK FUND TO BENEFIT 4816 N. Broadway

WHEREAS, Section 17-4-1000 of the Chicago Zoning Ordinance authorizes the City to award floor area bonuses to projects located in "D" districts in return for a financial contribution to the City ("Bonus Payment"); and

WHEREAS, the Bonus Payment is deposited into three funds: (i) the Neighborhoods Opportunity Fund, (ii) the Citywide Adopt-a-Landmark Fund, and (iii) the Local Impact Fund; and

WHEREAS, the Citywide Adopt-a-Landmark Fund (the "AAL Fund") receives 10% of each Bonus Payment; and

WHEREAS, the purpose of the AAL Fund is to finance landmark restoration projects; and

WHEREAS, pursuant to Section 17-4-1006-C-4, the Department of Planning and Development (the "Department") developed a list of funding priorities for the award of grants under the AAL Fund ("Funding Priorities"); and

WHEREAS, on June 1, 2017, the Commission on Chicago Landmarks (the "Commission") approved the Funding Priorities; and

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WHEREAS, the Department received a request for assistance ("Proposal") from UTA II, LLC (together with its successors and assigns, the "Landmark Owner") to restore the historic Uptown Theater located at 4816 N. Broadway (the "Landmark Building," and its restoration in accordance with Exhibit A attached hereto, the "Landmark Project"); and

WHEREAS, the Department evaluated the Proposal based on the Funding Priorities and other criteria and guidelines set forth in Section 17-4-1006, and has determined that the Landmark Owner's Proposal satisfies such criteria and guidelines and also fulfills seven of the nine Funding Priorities; and

WHEREAS, the Department wishes to award the Landmark Owner a grant in the amount of $3,000,000 from funds deposited in the AAL Fund ("AAL Funds") to undertake the Landmark Project; and

WHEREAS, pursuant to Section 17-4-1006-C-2, the Commission must approve the scope of work and budget for the Landmark Project; now, therefore,

BE IT RESOLVED BY THE COMMISSION ON CHICAGO LANDMARKS:

1. The above recitals are expressly incorporated in and made a part of this resolution as though fully set forth herein.

2. The Commission hereby approves the Project Scope of Work and Budget attached hereto and incorporated herein as Exhibit A (the "Project Scope of Work and Budget").

3. The Commission hereby finds that the Project is eligible to receive a distribution of AAL Funds.

4. The Commission hereby finds that the Landmark Project satisfies the criteria and guidelines for use of AAL Funds set forth in Section 17-4-1006-C in that it:

a) is consistent with the landmark guidelines established under the Chicago Landmarks Ordinance (the "Landmark Guidelines") in accordance with Section 17-4-1006-C-l;

b) involves substantial interior or exterior renovation work that is visible from a public street or within a portion of the interior that is open to the public, and also exceeds normal maintenance work, in accordance with Section 17-4-1006-C-3; and

(c) has not been completed and addresses exterior envelope issues, and also
i satisfies other Funding Priorities in accordance with Section 17-4-1006-C-4.

5. The Commission hereby recommends that the Landmark Project be approved for the AAL Fund grant.

6. The Commission hereby authorizes the Commissioner of the Department to: (a) enter into an agreement (the "Agreement") with the Landmark Owner, in a form approved by the Corporation Counsel, regarding the manner in which the AAL Funds for the Landmark Project will be used; and (b) approve, as necessary, any minor modifications to the Project Scope of Work and Budget otherwise consistent with the purposes and requirements of the Landmark

Guidelines.

7. The Commission hereby directs that, upon completion of the Landmark Project, the Applicant shall notify the Department and request a certificate of completion.

The above resolution was passed December 6, 2018.

Rafael M. Leon, Chairman Commission on Chicago Landmarks

EXHIBIT A

CITYWIDE ADOPT-A-LANDMARK FUND SCOPE OF WORK AND BUDGET FOR 4816 N. Broadway

The Project Scope of Work and Budget under the Citywide Adopt-a-Landmark Fund for the Landmark Building as depicted on Exhibit 1, attached hereto and incorporated herein, shall include:

Exterior and Interior Renovation Work:

- Masonry work including: re-installation of previously removed and salvaged terra cotta where possible; resetting/replacement of damaged terra cotta; repairing and/or rebuilding of masonry parapet walls as needed; resetting or replacement of terra cotta copings; repair or replacement of structural steel; spot tuckpointing as needed; masonry cleaning.
- Installation of new roof and thermal insulation.
- Repair and/or replacement of doors.
- Repair or replacement of existing windows and replacement of glazing as needed.
- Interior work to rehabilitate the building for live-event venue including: repair/replacement of decorative paint and plaster, decorative millwork, decorative doors, lighting fixtures and other finishes.

Total Adopt-a-Landmark Eligible Costs: $25,547,256 Total Hard Construction Costs: $51,223,717 Total Project Costs: $75,000,000 Adopt-A-Landmark Fund: $3,000,000

Total Project Costs include all costs associated with general conditions, general liability insurance, escrow agent fees, legal fees, contingency, City's M/WBE and local hiring requirements and applicable Illinois prevailing wage requirements, A&E fees, and costs for a third party A/E firm (approved by the Department of Planning and Development) to monitor the project.

Conditions of Approval:

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The Landmark Project is approved, subject to the following conditions:

1. *All work must be submitted to the Historic Preservation Division of the Department of Planning and Development for prior review and approval as part of one or more building permit applications. The Historic Preservation Division may require, as part of its review, material samples, paint colors and finishes, shop drawings, specifications, mock-ups, test patches, and/or control samples. All work shall be done in accordance with the Commission's Guidelines for Alterations to Historic Buildings and New Construction and The Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings.*

Upon completion of the Landmark Project, the owner of the Landmark Building shall notify Historic Preservation Division staff; provide the documentation and access to the Landmark Building, as necessary, so that staff can conduct a final inspection of the work; and provide an informational report to the Commission.

EXHIBIT 1'
UPTOWN THEATRE PROJECT BUDGET

Purchase Price
Closing Costs
TOTAL ACQUISITION COSTS

Senior Debt Costs PACE Costs TIF Costs
Adopt-a-Landmark Costs Build Illinois Grant Costs
TOTAL FINANCING COSTS

General Conditions Existing Conditions Concrete
Masonry - Facade Restoration Masonry - new construction Metals
Wood and Plastics
Thermal & Moisture Protection
Doors & Windows - interior
Doors & Windows - exterior
Finishes - Decorative Paint*
Finishes - Decorative Plaster*
Specialties*
Equipment
Furnishings*
Vertical Transportation*
Fire Protection
Plumbing
HVAC
Electrical*
Communications
Electronic Safety & Security
Sitework
TOTAL HARD CONST. COSTS

Architecture/Engineering/Consultants

A-A-t ELIGIBIE

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6,000,000

385,000 1,005,000 1,825,000 1,100,000
447,000 8,100,000 3,370,000 1,722,000

23,954,000

1,593,256

3,800,000 333.000

4,133,000

418,500 576,000 103,710 25,000 20,000

1,143,210

4,064,062 869,100 916,170 500,000 316,475
1,733,376 268,330 135,485 83,520

850,332

516,440 227,782 1,707,660 425,000 780,000 2,257,200 5,520,705 4,520,000 485,000 905,000 188,080

27,269,717

1,870,344

3,800,000 333,000

4,133,000

418,500 576,000 103,710 25,000 20,000

1,143,210

4,064,062 869,100 916,170 6,500,000 316,475 2,118,376 1,273,330 1,960,485 1,183,520 447,000 8,950,332 3,370,000 2,238,440 227,782 1,707,660 425,000 780,000 2,257,200 5,520,705 4,520,000 485,000 905,000 188,080

51,223,717

3,463,600
TOTAL A&E

Furniture, Fixtures & Equipment
4,550,000

2,961,865
TOTAL DEV. FEES

Administrative

Professional

Marketing
TOTAL ADMIN, PROF, MKTG.
2,961,865

2,961,865

149,000 1,690,000 128,300

1,967,300
2,961,865

149,000 1,690,000 128.300

1,967,300

Pre-Opening & OS&E Expenses
TOTAL PRE-OPENING EXPENSES

Operating Shortfall Interest Shortfall
TOTAL OPERATING SHORTFALL
737,500

493,097 1,515,808
2,008,905
737,500

493,097 1,515,808
2,008,905

PROJECT CONTINGENCY

TOTAL PROJECT BUDGET

EXHIBIT C

CITY PARKING LOT PROPERTY Legal

Description

PARCELS 14-08-414-039-8001, 14-08-414-040-8001 AND 14-08-414-042-8001 IN W.K. ROBERT'S SUBDIVISION OF LOT 3 OF SNOW AND DICKSON'S SUBDIVISION OF PART OF BLOCK 4 OF A SUBDIVSION OF THE SOUTHEAST FRACTIONAL % OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 23.2019

TO THE HONORABLE, THE CITY COUNCIL OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith the execution of a redevelopment agreement for the Uptown Theatre.

Your favorable consideration of this ordinance will be appreciated.

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Very truly yours.

Mayor

CHICAGO March 13. 2019

To the President and Members of the City Council:

Your Committee on Finance having had under consideration a substitute ordinance authorizing the Commissioner of the Department of Planning and Development to enter into and execute a Redevelopment Agreement with Uptown Theatre Owner, LLC, Uptown Theatre Foundation, Inc. and Uptown Theatre Development, LLC.

02019-626

Having had the same under advisement, begs leave to report and recommend that your Honorable Body place on file the Ordinance Transmitted Herewith.

This recommendation was concurred in by
of members of the committee with

Respectfully submitted

Chairman

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Approved Approved