



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Text

File #: SO2022-3813, **Version:** 1

CHICAGO December 14, 2022

To the President and Members of the City Council:

Your Committee on Finance having had under consideration a communication recommending a proposed ordinance regarding the authority to enter into and execute a redevelopment agreement with 4300 Roosevelt LLC and provision of Tax Increment Financing (TIF) funds assistance for construction of facilities and parking area at 4300 West Roosevelt Road and 4301 West Fifth Avenue in the 24th Ward.

SO2022-3813

TIF Amount: \$8,000,000

Having had the same under advisement, begs leave to report and recommend that your Honorable Body pass the proposed committee with
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This recommendation was concurred in by viva voce vote of members of the dissenting vote(s).

Respectfully submitted,

Chairman

SUBSTITUTE ORDINANCE

WHEREAS, pursuant to an ordinance adopted by the City Council ("City Council") on February 5, 1998, and published at pages 60917 to 61057 of the Journal of the Proceedings of the City Council (the "Journal") of such date,, a certain redevelopment plan and project (the "Plan") for the Roosevelt/Cicero Area Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "Act"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on February 5, 1998, and published at pages 61058 to 61064 of the Journal of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, pursuant to an ordinance adopted by the City Council on February 5, 1998, and published at pages 61065 to 61071 of the Journal of such date (the "TIF Ordinance"), tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, the Plan and/or the Area were amended pursuant to ordinances adopted by the City Council on November 1, 2016 and published at pages 35175 to 35321 of the Journal of such date, on April 24, 2020 and published at pages 15320 to 15323 of the Journal of such date, and on October 26, 2022 and published at pages 53015 to 53018 of the Journal of such date; and

WHEREAS, pursuant to Section 5/11-74.4-8(b) of the Act and the TIF Ordinance, incremental taxes ("Incremental Taxes") are deposited from time to time in the "Roosevelt/Cicero Area Redevelopment Project Area Special Tax Allocation Fund" (the "TIF Fund") established pursuant to the TIF Ordinance; and

WHEREAS, the City is the owner of the real property located in the Area, commonly known as 4300 West Roosevelt Road and 4301 West Fifth Avenue, Chicago, Illinois, and identified on Exhibit A attached hereto (the "Disposition Parcels"); and

WHEREAS, 4300 Roosevelt LLC, an Illinois limited liability company (the "Developer"), has submitted a proposal to the Department of Planning and Development ("DPD") to purchase the Disposition Parcels, consisting of twenty-five (25) tax parcels, which in total have an estimated market value of \$14,206,421, for a price of \$1 per tax parcel (the "Purchase Price"); and

WHEREAS, the Developer shall redevelop the Disposition Parcels by constructing two buildings totaling approximately 363,500 square feet that are intended for industrial users such as manufacturing, warehousing, shipping and logistics with clear heights of approximately thirty-six feet and including a total of approximately 368 auto and approximately 86 trailer parking spaces, as well as a total of approximately 54 dock-high doors (the "Facility"); and

WHEREAS, the Developer shall also construct two, free-standing, 5,000 sq ft buildings that will be conveyed to New Covenant Community Development Corporation and Black Men United, or entities who will operate community services out of the structures (the "Innovation Center Buildings"); and

WHEREAS, the Developer shall also construct a park space along Roosevelt Road that can be used by members of the public (the "Park"); and

WHEREAS, the Facility, the Innovation Center Buildings, the Park, related on site improvements and adjacent improvements in the public right of way, if any, are collectively referred to herein as the "Project"; and

WHEREAS, the Project is consistent with the goals and objectives of the Plan; and

WHEREAS, by Resolution No. 20-CDC-10 adopted on September 8, 2020, the Community Development Commission ("CDC") authorized the DPD to advertise and issue a request for proposals ("RFP") for the sale and redevelopment of the Disposition Parcels; and

WHEREAS, DPD issued an RFP for the Disposition Parcels as part of the City's INVEST South/West initiative, pursuant to the following timeline:

September 28, 2020 October 15, 2020 December 24, 2020 February 23 & 24, 2021 November 1, 2021
RFP Released
RFP Pre-Bid Conferences
RFP Due Date
Community Presentation
Selection

WHEREAS, DPD received a total of eight (8) responses to the RFP by the deadline for submission of proposals, which are summarized on Exhibit B attached hereto; and

WHEREAS, DPD evaluated the proposals on the basis of the criteria set forth in the RFP and determined that the Developer's proposal best satisfied the goals and objectives of the RFP, noting the Developer's track record of success in delivering large scale projects with the City, its commitment to job creation, and the inclusion of minority and disadvantaged partners on its development team; and

WHEREAS, by Resolution No. 22-CDC-53, adopted on September 13, 2022, the CDC (i) designated the Developer as the successful respondent to the RFP, (ii) recommended that the Developer, together with its affiliates, be designated as the developer for the Project, (iii) recommended that DPD be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project, and (iv) approved the sale of the Disposition Parcels to the Developer; and

WHEREAS, public notices advertising the RFP and inviting additional proposals appeared in the Chicago Tribune on September 5, 12, 19, and 26, 2022; and

WHEREAS, no additional proposals were received by the deadline set forth in the aforesaid notices; and

WHEREAS, by Resolution No. 22-040-21, adopted on October 20, 2022, the Chicago Plan Commission recommended the sale of the Disposition Parcels to the Developer; and

WHEREAS, the Developer has proposed to undertake the Project pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City to be financed in part by a portion of Incremental Taxes, if any, deposited in the TIF Fund pursuant to Section 5/11-74.4-8(b) of the Act; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

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

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

SECTION 3. The Commissioner of DPD (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City in substantially the form attached hereto as Exhibit C and made a part hereof (the "Redevelopment Agreement"), and 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.

SECTION 4. The sale of the Disposition Parcels to the Developer for the Purchase Price is hereby approved. This approval is expressly conditioned upon the City entering into the Redevelopment Agreement with the Developer.

SECTION 5. The Mayor or a proxy of the Mayor is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Disposition Parcels to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole owner and the controlling party, subject to those covenants, conditions and restrictions set forth in this ordinance.

SECTION 6. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 7. This ordinance shall be effective as of the date of its passage and approval.

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EXHIBIT A

IDENTIFICATION OF DISPOSITION PARCELS

(SUBJECT TO FINAL TITLE COMMITMENT AND SURVEY)

North Property:

16-15-415-001-0000	16-15-415-002-0000	16-15-
415-003-0000		

South Property:

16-15-415-012-0000	16-15-415-013-0000	16-15-415
-014-0000	16-15-415-015-0000	16-15-415-016-0000
16-15-415-017-0000	16-15-415-018-0000	16-15-415
-019-0000	16-15-415-020-0000	16-15-415-021-0000
16-15-415-022-0000	16-15-425-001-0000	16-15-425
-002-0000	16-15-425-003-0000	16-15-425-004-0000
16-15-425-005-0000	16-15-425-012-0000	16-15-425
-013-0000	16-15-425-014-0000	16-15-425-015-0000
16-15-425-016-0000	16-15-425-017-0000	

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EXHIBIT B SUMMARY OF RESPONSES TO RFP

See attached.

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INVEST South/West RFP Summary

North Lawndale - 43001Al Roosevelt Road

Pooseyelt: & Kostner

Site Description:

The 20 8-acre site at Roosevelt Road and Kostner Avenue in North Lawndale is the largest piece of vacant land on the West Side of

Chicago A September 2020 Request for Proposals (RFP) issued by the Department of Planning and Development will provide an opportunity to redevelop the property with improvements that benefit community stakeholders

The primary goal of the RFP is to redevelop this former industrial site with job-generating opportunities for local residents, according to community priorities. Its redevelopment should create opportunities for local wealth creation, either through the participation of local developers in the development and construction and/ or partnerships with local organizations, local business tenants, and local property ownership opportunities.

Responses to the RFP are also expected to mitigate potentially negative impacts involving traffic and circulation resulting from construction and future uses. The site should be thoughtfully designed, include public open spaces, and promote community wellness. The RFP includes a development concept that illustrates these priorities.

The following one-page summaries provide high-level overviews of the eight responses that were submitted to the Department of Planning and Development pursuant to the RFP.

Development Concept (RFP Vision)

INVEST South/West RFP Proposal Summary

North Lawndale - 4300 MI. Roosevelt Road

IcCafc\$71 MM DeveBiDpinnienIt Proposal

Project Description:

The proposed development includes but is not limited to: a last-mile distribution center, cold storage and warehouse facilities; a community wealthcreating engine; green space; workforce housing units; and a workforce training facility.

DPD@cityofchicago.org

Development Team:

McCaffery

KM A Companies

A Safe Haven -

Design Team:

Nelson ■

UrbanWorks (WBE)

Construction Team:

WE O.'Neil 'y.y ■

GMA Construction (MBE)

Community Partners:

TBD

Proposed Uses:

105,000 SF last-mile distribution facility designed for use by a large retailer and shipper

71,000 SF cold storage facility

34,000 SF workforce development and vocational training at landscaping and welding businesses

North Lawndale Wealth Engine, a co-op coffee shop and community marketplace with adjacent meeting space for entrepreneurial support

Total Development Size:

729,000 SF

Housing Units:

60

Commercial/Civic Size:

80,000 SF

i Parking Spaces:

INVEST South/West RFP Proposal

Summary

North Lawndale - 4300 UU. Roosevelt Road

Project Description:

The property is intended to be used for industrial purposes, accounting for the possibility of last-mile distribution, food/cold storage, and/or light manufacturing/ trade show tenant profiles. The Lawndale Innovation Center will be created on the South Property.

mi^DPD

DPD@cityofchicago.org

Development Team:

Related Midwest

548 Development (MBE)

Design Team:

Related Midwest in-house ■Ware Malcomb TNS Studio (MWBE) '

Construction Team:

'■Related-Midwest in-house' . Milhouse (MBE) ; -. ■

. Engage'Cjyii (MBE)

153,400 SF industrial building on north property

174,152 SF industrial building on the south property

10,000 SF within south property will be donated to create the Lawndale Innovation Center

Total Development Size:

327,552 SF.

j Total Housing Units:

! None

i Commercial/Civic Size:

10,000 SF

Parking Spaces:

-460

INVEST South/West RFP Proposal

Summary

North Lawndale - 4300 UU. Roosevelt Road

Project Description:

A Cubs Urban Youth Academy campus on the south property would complement Pritzker Realty Group's proposed industrial development on the north. The campus would include a multi-purpose facility, outdoor fields, and community space. The north property would include a state-of-the-art 194,540-square foot industrial warehouse or cold storage facility.

DPD@cityofchicago.org

Development Team:

Cubs Charities
Pritzker Realty Group
Prim Lawrence Group (MWBE)

Design Team:

Nia Architects (MBE) • WEISS Architects • Cornerstone Architects

Construction Team:

SpaceCo, Inc.
Carlson Environmental ABCO Electrical & Design

Community Partners:

TBD

Proposed Uses:

194,540 SF industrial warehouse or cold storage facility on north property
86,080 SF multi-purpose facility, outdoor fields, and community space on south property

Total Development Size:

280,000 SF

| Total Housing Units:

None

Commercial/Civic Size:

86,080 SF

Parking Spaces:

-200+

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INVEST South/West RFP Proposal

Summary

North Lawndale - 4300MI. Roosevelt Road

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Project Description:

Lawndale United's plan includes 331,000 square feet of industrial space. The industrial buildings would be designed for large firms with space for smaller firms interested in expanding their footprint. Reduced rent will be applied on 10% of the total industrial space to attract small businesses 4,000 square feet will be set aside for an employment training program and an entrepreneurs' support center.

DPD@cityofchicago.org

Development Team:

CNI Group

East Lake Management (MBE)

MK Asset Management

Design Team:

Cornerstone Architects Roderick/Ardmore (MBE)

Construction Team:

Burling Builders (MBE) .. SpacecoInc

Community Partners:

Black Men United CEDA ' Trinal .

Westside American Job -Center .

Proposed Uses:

One 155,000 SF industrial building

Two additional 88,000 SF industrial buildings

The two main user groups who will be attracted to this location are e-commerce/fulfillment/last mile distribution and food/beverage distribution and production

| Total Development Size:

331,000 SF

Total Housing Units:

None

i Commercial/Civic Size:

4,000 SF

Parking Spaces:

-450+ ;

INVEST South/West RFP Proposal

Summary

North Lawndale - 4300 UU. Roosevelt Road

West Bade Ilorks Industrial Park

Project Description:

ft. |

A partnership between Matanky Realty & Safeway Construction, the proposed development envisions five separate buildings totaling approximately 473,500 square feet that would be completed in four phases. A rooftop baseball training center would also be considered for the community's youth.

DPD@cityofchicago.org

Development Team:

• Matanky Realty

Safeway Construction (MBE) •

WBS Equities

Design Team:

Ridgeland Associates JAQ Corp (MBE)

Construction Team:

Safeway Construction (MBE)

MRG Construction Terracon Engineers

Community Partners:

North Lawndale Employment Network

Proposed Uses:

Mechanic training facility for union auto mechanics

Convenience retail on Roosevelt Road

Industrial users of many different sizes and/or an "incubator"

Two additional buildings -with maximum flexibility for modern industrial users. Food production and distribution, cold storage

Total Development Size:

473,000 SF

Total Housing Units:

None

| Commercial/Civic Size:

36,000 SF

r .

| Parking Spaces:

TBD

INVEST South/West RFP Proposal

Summary

North Lawndale - 4300 MI. Roosevelt Road

TO Development Proposal

Project Description:

A proposed community/athletic center would be complimented by three Industrial buildings of various sizes to take advantage of market demands and trends. Industrial uses could include cold storage, light manufacturing, warehousing, and laundry services. Job creation for local residents remains the paramount objective, creating an environment that preserves and promotes growth and ensures hyper-local opportunity.

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DPD@cityofchicago.org

Development Team:

McLaurin. JGMA (MBE) Beehyve (MBE) McKenzieMgmt(MBE) BOWA (MBE) Art West Chicago Nation Builders (MBE) Project Forward

Design Team:

JGMA (MBE) . Beehyve (MBE) Site.Design (MBE)

Construction Team:

BOWA Construction (MBE) Nation Builders (MBE) Engage Civil (MBE)
Thornton Tomasetti

Community Partners:

Project Forward Art West Chicago UCAN NLARA

Proposed Uses:

125,000 SF industrial warehouses

125,000 SF cold storage facility

100,000 SF athletic & recreation association

30,000 SF community building housing minority-owned coffee shop, co-working, artist studios, & workshops

Total Development Size:

430,000 SF

| Commercial/Civic Size:

: 130,000 SF

Parking Spaces:

TBD

INVEST South/West RFP Proposal

Summary

Worth Lawndale - 4300 UU. Roosevelt Road

SfBT Group Development

Project Description:

***DPD**

DPD@cityofchicago.org

Development Team:

IBT Group ■

The proposal will be refined through the inclusion of community representatives on the development team, which will then engage and finalize proposed uses through community input

The process will seek interested community residents who can enhance project planning through objective input that responds to the area's short- and long-term needs

Design Team:

HED

Construction Team-

HED

Manhard Consulting

**Community
Partners:**

TBD. -'. '■

Images not
provided by
respondent

Proposed Uses:

Proposed uses could include; workforce development & training, community maker space or advanced manufacturing, creative office, retail, and data center uses.

To be determined and negotiated with City, Invest SW and Community Partners

Total Development Size:

TBD

Total Housing Units:

TBD

Commercial/Civic Size:

TBD

Parking Spaces:

TBD

INVEST South/West RFP Proposal Summary

North Lawndale - 4300 UU. Roosevelt Road

il

Project Description:

Proposed project with expand Nationwide Furniture's existing North Lawndale based business and provide ancillary uses that address community needs.

*DPD

DPD@cityofchicago.org

Development Team:

Jarad Investments

Design Team:

TBD

Construction Team:

TBD

Community Partners:

.Nationwide Furniture

Images not
provided by

respondent

Proposed Uses:

Furniture warehouse on north property

South property will contain furniture factory outlet, rug company, printing shop, 24-hour emergency clinic, gas station

30% of remaining south property stores will be reserved at low rent for local businesses

Total Development Size:

TBD

Total Housing Units.-

None

EXHIBIT C

FORM OF REDEVELOPMENT AGREEMENT

See attached.

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

4300 ROOSEVELT LLC REDEVELOPMENT AGREEMENT

This 4300 Roosevelt LLC Redevelopment Agreement (this "Agreement") is made as of
this day of , 202 , by and between the City of Chicago, an Illinois
municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and 4300
Roosevelt LLC, an Illinois limited liability company (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 February 5, 1998 and published in the Journal of Proceedings of the City Council ("Journal") for said date at pages 60917 to 61070, inclusive: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Roosevelt/Cicero Redevelopment Project Area" (the "Redevelopment Plan Ordinance"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Roosevelt/Cicero 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 Roosevelt/Cicero 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, as subsequently amended by ordinances adopted by City Council, is legally described in Exhibit A hereto (the "Redevelopment Area").

D. The Property. The City is the owner of the real property located in the Redevelopment Area commonly known as 4300 West Roosevelt Road and 4301 West Fifth Ave. and legally described on Exhibit B (the "Property").

E. The Project. The Developer shall purchase the Property from the City and redevelop the Property by constructing two buildings totaling approximately 363,500 square feet that are intended for industrial users such as manufacturing, warehousing, shipping and logistics (the "Facility"). The Facility will feature two buildings with clear heights of approximately thirty-six feet and will include a total of approximately 368 auto and approximately 86 trailer parking spaces, as well as a total of approximately 54 dock-high doors. The Developer will also construct two, free-standing, 5,000 sq. ft. buildings that will be conveyed to New Covenant Community Development Corporation and Black Men United, or entities which will operate community services out of the structures (the "Innovation Center Buildings"). Additionally, park space will be constructed along Roosevelt Road, Kildare Avenue, and Fifth Avenue that can be used by members of the public (collectively, the "Park"). The Park and Innovation Center Buildings will be located on those portions of the Property depicted as Areas 1, 2, 3 and 4 on Exhibit G (the "Park and Innovation Center Buildings Property"), and the Facility will be located on those portions of the Property depicted on Exhibit G (the "Facility Property"). The Facility, the Innovation Center Buildings, the Park and related on site improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) and adjacent improvements in the public right of way, if any, 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. In addition to completing the Project, the Developer will create a minimum of total of 250 new full-time-equivalent employees ("FTEs") and anticipates creating 250 temporary FTE construction-related positions.

F. Redevelopment Plan. The City of Chicago Roosevelt/Cicero Tax Increment Financing Redevelopment Area Project and Plan (the "Original Redevelopment Plan") included in the TIF-Adoption Ordinance has been amended by ordinances adopted on November 1, 2016 (the "First Amendment"), April 24, 2020 (the "Second Amendment"), and October 26, 2022 (the "Third Amendment"). The Original

Redevelopment Plan, as amended by the First Amendment, the Second Amendment and the Third Amendment, is herein referred to as the "Redevelopment Plan." The Project will be carried out in accordance with this Agreement and the Redevelopment Plan.

G. 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 Developer for the costs of

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TIF-Funded Improvements pursuant to the terms and conditions of this Agreement.

H. Authority for City to Execute Agreement. The City is authorized to execute and deliver the Agreement pursuant to that certain ordinance adopted by the City Council on _____, 2022, and published in the Journal for said date at pages _____ to _____, inclusive (the "Agreement Authorizing Ordinance").

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.

Table of Contents

List of Exhibits

1. Recitals, Headings and	A 'Redevelopment Area B 'Property C	*TIF-Funded Improvements
3. The Project	4. Financial	E-1- 'Project Budget E-2 'MBE/WBE Budget F
Approved Prior Ex	Precedent 6. Agreement	Facility Property (An asterisk (*) indicates which exhibits are to be recorded)
Completion of Construct		
Covenants/Representati		
Developer 9.		
Covenants/Representati		
City 10. Developer's Em		
11. Environmental Matte		
Indemnification 14. Main		
to Inspect 15. Defaults a		
Mortgaging of the Project		
Miscellaneous		

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:

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

"Actual Residents of the City" shall have the meaning set forth in Section 10.02 hereof.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Agreement Authorizing Ordinance" shall have the meaning set forth in the Recitals hereof.

"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. The obligations to be covered by the Annual Compliance Report shall include, but not be limited to, the following: (1) compliance with Section 8.05; (2) compliance with the Jobs Covenant, Operating Covenant and Occupancy Covenant (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) Compliance with the City's Sustainable Development Policy (Section 8.23); (7) delivery of a jobs report for each employee detailing the employee's status as a full-time or part-time employee or subcontractor, the ZIP code for each employee's primary residency, and progress toward completing the local hiring requirements; and (8) compliance with all other executory provisions of the RDA.

"Available Project Funds" shall mean: (1) the undisbursed Lender Financing, if any; (2) the undisbursed Equity and (3) any other amounts deposited by Developer pursuant to this Agreement.

"Capital Event" shall have the meaning set forth in Section 8.05(a) hereof.

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

"Certified Final Project Cost" shall mean the actual cost of the Project as certified by the Developer as set forth in Section 7.01 (c)(i).

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"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 Fee" shall mean the fee

described in Section 4.05(b) hereof.

"City Funds" shall mean the funds paid to the Developer pursuant to Section 4.03(b) hereof, as the same may be reduced or terminated pursuant to this Agreement and shall not be in excess of the Maximum TIF Assistance.

"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 and which shall occur no later than six (6) months after the adoption date of the Agreement Authorization Ordinance.

"Closing Date Total Project Cost" shall have the meaning set forth in Section 3.03 hereof.

"Compliance Period" shall mean the period of time starting on the date of issuance of the Certificate of Completion, pursuant to Section 7.01 hereof, through and including the tenth anniversary of the date of the issuance of the Certificate of Completion, subject to extension pursuant to the terms of Section 8.06(b).

"Contaminant" means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

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

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

"Construction Contract" shall mean that certain contract to be entered into between the Developer and the General Contractor providing for construction of the Project, as approved by DPD.

"Corporation Counsel" shall mean the City's Department of Law. "Deed" shall have the meaning set forth in Section 3.11(a). "Developer Parties" has the meaning set forth in Section 11.04.

"DPD" shall mean the City's Department of Planning and Development, or any successor department thereto.

"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.

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

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

"Environmental Laws" shall mean any federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community

Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code ; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future

"Equity" shall mean funds of Developer or third-parties (other than funds derived from Lender Financing) irrevocably available as and when required 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).

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

"Facility Property" shall have the meaning set forth in the Recitals 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 for the finances of the Project, which shall include a detailed accounting of all Operating Expenses as well as an accounting of any and all disbursements to entities related to the Developer, prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"Final Comprehensive Residential NFR Letter" shall mean a final comprehensive residential "No Further Remediation" letter issued by the IEPA approving the use of the Park and Innovation Center Buildings Property for the construction, development and operation of the Park and the Innovation Center Buildings in accordance with the 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 Comprehensive Residential NFR Letter shall state that the Park and Innovation Center Buildings Property meets remediation objectives for residential properties and the construction worker exposure route as set forth in 35 Ill. 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 Comprehensive I/C NFR Letter" shall mean a final comprehensive industrial/commercial "No Further Remediation" letter issued by the IEPA approving the use of the Facility Property for the construction, development and operation of the Facility in accordance with the 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 Comprehensive I/C NFR Letter shall state that the Facility Property meets remediation objectives for industrial/commercial properties and the construction worker exposure route as set forth in 35 Ill. 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.

"FOIA" shall have the meaning set forth in Section 8.25(a) hereof.

"General Contractor" shall mean Pepper Construction (or an affiliate thereof) or, if not Pepper Construction, the general contractor(s) hired by the Developer pursuant to Section 6.01.

"Hazardous Substance(s)" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"Human Rights Ordinance" shall have the meaning set forth in Section 10 hereof. "I/C" shall mean industrial/commercial.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"In Balance" shall have the meaning set forth in Section 4.07(g) 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.

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

"Jobs Covenant" shall have the meaning set forth in Section 8.06(d) hereof

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders, permits, licenses, authorizations 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, injunctions, consent decrees or judgments.

"Lender" shall mean any provider of Lender Financing.

"Lender Financing" shall mean funds borrowed by the Developer from any provider of funds in a minimum amount indicated in Section 4.01 hereof and irrevocably available to pay for Project costs.

"Local Records Act" shall have the meaning set forth in Section 8.25(c) hereof.

"Losses" shall mean any and all debts, liens (including, without limitation, lien removal and bonding costs), 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, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses and court costs).

"Maximum TIF Assistance" shall mean an amount no greater than \$8,000,000.

"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 minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"MBEAA/BE Budget" shall mean the budget attached hereto as Exhibit E-2, as described in Section 10.03.

"MBEAA/BE Program" shall have the meaning set forth in Section 10.03 hereof.

"Minimum Occupancy" shall mean at least 30% of the total square footage of the Facility and Innovation Center Buildings in the aggregate from the issuance of the Certificate of Completion through the third year of the Reporting Period and 50% of the total square footage of the Facility and Innovation Center Buildings in the aggregate starting the fourth year of the Reporting Period until the expiration of the Compliance Period.

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

"NFR Letter" shall mean a "No Further Remediation" letter from the IEPA.

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

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

"Occupancy Covenant" shall have the meaning set forth in Section 8.06(a)(ii) hereof.

"Occupancy Covenant Cure Periods/" shall have the meaning set forth in Section 8.06(b) hereof.

"Occupancy Report" shall have the meaning set forth in Section 8.06(a)(ii) hereof.

"Operating Covenant" shall have the meaning set forth in Section 8.06(a)(i) hereof.

"Other Regulated Material" shall mean any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

"Park and Innovation Center Buildings Property" shall have the meaning set forth in the Recitals hereof.

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

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

"Phase I ESA" shall mean a Phase I Environmental Site Assessment of the Property in accordance with ASTM E-1527-13.

"Phase II ESA" shall mean a Phase II Environmental Site Assessment of the Property in accordance with ASTM E-1903-19.

"Plans and Specifications" shall mean initial construction documents, and any amendments thereto, 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[^]" shall have the meaning set forth in Section 4.05(a) hereof.

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

"Project Budget" shall mean the budget attached hereto as Exhibit E-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.

"RACR" shall mean the Remedial Action Completion Report required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter for the Park and Innovation Center Buildings Property or a Final Comprehensive I/C NFR Letter for the Facility Property, as applicable.

"RAP" shall mean the Remedial Action Plan required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter for the Park and Innovation Center Buildings Property or a Final Comprehensive I/C NFR Letter for the Facility Property, as applicable.

"RAP Approval Letter" shall mean written approval from the IEPA of a RAP in order to obtain a Final Comprehensive Residential NFR Letter for the Park and Innovation Center Buildings Property or a Final Comprehensive I/C NFR Letter for the Facility Property, as applicable.

"Reconveyance Deed" shall mean a Special Warranty Deed from the Developer to the City for the Property, in a form acceptable to the Corporation Counsel, to be executed on the Closing Date and held in trust by the City to secure the Developer's completion of construction of the Project.

"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.

"Released Claims" shall have the meaning set forth in Section 11.04.

"Remediation Work" shall mean all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a

Comprehensive I/C NFR Letter for the Facility Property, as applicable, in accordance with the terms and conditions of the RAP Approval Letter for the applicable portion of the Property issued by the IEPA, the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

"Reporting Period" shall mean the January 1 through and including December 31 for each year beginning one year after the issuance of the Certificate of Completion; provided, however, the first reporting period shall be such shorter amount of time from the date of issuance of the Certificate of Completion through and including December 31 for the same year.

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

"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 seq., 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 RAP, the RACR, and any and all related correspondence, data and other information prepared by either party pursuant to Section 11.

"Survey" shall mean a plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property, meeting the 2021 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, effective February 23, 2021, 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 Property in connection with the completion of the Project as required by the City or Lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending upon the expiration of the Compliance Period.

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

"TIF Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which 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 Funds, subject to the terms of this Agreement. Exhibit C lists the TIF-Funded Improvements for the Project.

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

"Title Company" shall mean _____, or such other title company reasonably acceptable to the City and Developer.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing Developer as the insured, noting the recording of this Agreement as an encumbrance against the

Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

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

"Waste" shall mean those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

"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 and the receipt of all necessary permits, commence construction no later than three (3) months after the Closing Date or, if required as a condition to commence construction, as soon thereafter as Developer's receipt of a RAP Approval Letter for the Facility. With respect to the Park and the Innovation Center Buildings, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof and the receipt of all necessary permits, commence construction of the Park and the Innovation Center Buildings no later than three (3) months after the IEPA's issuance of the RAP Approval Letter for the Park and Innovation Center Buildings Property. Developer shall complete construction of the entire Project and conduct business operations in the Facility no later than twenty-four (24) months after the commencement of construction on any portion of the Property.

2. Scope Drawings and Plans and Specifications. The Developer has delivered (a) the Plans and Specifications to all appropriate City departments and DPD has approved same, (b) Scope Drawings to DPD and DPD has approved same, and (c) submitted the Plans and Specifications to the Buildings Department. After such initial approvals, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DPD as a Change Order in accordance with Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the terms and conditions of the Agreement, the Planned Development and the Redevelopment Plan and all Laws, including without limitation, all zoning and building code requirements. The Developer shall submit all necessary documents to the City's Buildings 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. The Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount of not less than the amount indicated in Section 4.01 (the "Closing Date Total Project Cost"). The Developer hereby certifies

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to the City that: (a) the City Funds, together with Lender Financing and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct and complete in all material respects as of the date hereof. 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 the Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Project by five percent (5%) or more (either individually or cumulatively); (b) a change to any of the general uses of the Project from what is set forth in Recital D to this Agreement; (c) a delay in the completion of the Project by ninety (90) days or more; (d) any change that would impair the ability of the Project to be constructed on the Property; or (e) Change Orders resulting in an aggregate increase to the Project Budget of ten percent (10%) or more. DPD will attempt to expeditiously review any such Change Order request and approve or disapprove (with a brief written explanation given of any disapproval) such proposed Change Order within thirty (30) days of its receipt thereof. The Developer shall not authorize or permit the performance of any work relating to any Change Order described in the preceding clauses (a) through (e) hereof or the furnishing of materials in connection therewith prior to the receipt by the 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 the 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 within ten (10) business days after the execution of such Change Order and the Developer, in connection with such 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, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The 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 Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as and when required hereunder.

7 Progress Reports and Survey Updates. The Developer shall provide DPD with written quarterly construction progress reports (i.e., on or about January 1st, April 1st, July 1st and September 1st) 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

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approval pursuant to Section 3.04 if such date is more than ninety (90) days after the completion date set forth in Section 3.01). The 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 (which may be Developer's architect or the architect of any lender providing Lender Financing) shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DPD prior to requests for disbursement for costs related to the Project.

9 Barricades. Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all Laws. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades (other than the name and logo of the Developer).

10 Signs and Public Relations. The 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 the Developer, the Property and the Project in the City's promotional literature and communications.

11 Conveyance of Property. The following provisions shall govern the City's conveyance of the Property to the Developer:

a) Form of Deed. The City shall convey the Property to the Developer by quitclaim deed ("Deed") for the sum of One Dollar (\$1.00) per tax parcel, subject to the terms of this Agreement and, without limiting the quitclaim nature of the Deed, the Redevelopment Plan, 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 Developer, its Affiliates and their agents. The Developer acknowledges and agrees that the City has only agreed to sell the Property to the Developer for the Purchase Price because the Developer has agreed to execute this Agreement and comply with its terms and conditions.

b) Title Defects. 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 Closing Date with respect to the Property 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 Property remains subject to any tax liens, or if the Property is encumbered with any other exceptions that would adversely affect the use and insurability of the Property for the development of the Project, the Developer 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 3.11, 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 Property. If the Developer elects not to terminate its right to purchase the Property pursuant to this Section 3.11, the Developer agrees to accept title subject to all exceptions.

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c) Closing. The conveyance of the Property shall take place on the 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 the Developer has satisfied all conditions precedent set forth in Section 5, unless DPD, in its sole discretion, waives such conditions. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county, and municipal real estate transfer tax declarations, and an ALTA statement. The City will not provide a gap undertaking.

d) Closing Costs. The Developer shall pay to record the Deed and any other documents incident to the conveyance of the Property to the Developer. The Developer shall also pay all escrow fees and other title insurance fees, premiums and closing costs.

e) "As Is" Sale. The City makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the property or the suitability of the property for any purpose whatsoever. The Developer acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the property and accepts the risk that any inspection may not disclose all material matters affecting the property. The Developer agrees to accept the property in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at closing, with all faults and defects, latent or otherwise, and the City has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to the Developer, with respect to the structural, physical or environmental condition of the value of the property, its compliance with any statute, ordinance or regulation, or its habitability, suitability, merchantability or fitness for any purpose whatsoever. The Developer 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 Developer agrees that it is its sole responsibility and obligation to perform at its expense any environmental remediation work and take such other action as is necessary to put the property in a condition which is suitable for its intended use.

SECTION 4. FINANCING

4.01. Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$62,296,871, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Lender Financing	\$37,378,108	
Equity (subject to Sections 4.03(b) and 4.06)		
LP Equity	\$22,426,865	
GP Equity	<u>\$ 2,491,898</u>	
TOTAL EQUITY		\$24,918,738
ESTIMATED TOTAL	\$62,296,871	

4.02. Developer Funds. Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03. City Funds.

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a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit C 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 Funds for each line item therein (subject to Sections 4.03 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. In no event, however, shall City Funds be paid to the Developer either before the issuance of the Certificate of Completion or in excess of the Maximum TIF Assistance.

b) Sources of City 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 funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse Developer for the costs of the TIF-Funded Improvements:

Source of City Funds

Maximum Amount

Incremental Taxes

\$8,000,000 .

provided, however, that the \$8,000,000 to be derived from Incremental Taxes, if any, 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 Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs; and

ii) The City has been reimbursed from 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 \$8,000,000 is contingent upon the fulfillment of the conditions set forth in parts (i) and (ii) above. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by or on behalf of Developer pursuant to Section 4.01 hereof shall increase proportionately.

c) Subject to the terms and conditions of this Agreement, and after the delivery of each Requisition Form required by Section 4.04, payments shall be made from Incremental Taxes deposited in the TIF Fund, as follows:

i) Installment Payments. Incremental Taxes in the maximum amount of \$8,000,000, subject to the limitations described in Section 4.03(c)(ii), shall be reimbursed in two equal installments of \$4,000,000 each. The first installment ("First Installment") shall be disbursed upon the issuance of the Certificate of Completion and the second installment ("Second Installment") shall be disbursed on the one-year anniversary of the issuance of the Certificate of Completion.

ii) Limitations on Reimbursements. If the Certified Final Project Cost is less than the Project Budget, then the maximum amount of City Funds shall be reduced on a dollar-for-dollar basis. Such reduction shall be taken from the First Installment (and, if necessary, from the Second Installment). Further, if the Developer fails to meet the

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sustainability requirements described in Section 8.23, the Second Installment shall be reduced by \$250,000.

4.04. Requisition Form. At the time the Developer issues its written request for the Certificate of Completion to DPD (in regard to the First Installment) and three months prior to the first anniversary of the issuance of the Certificate of Completion (in regard to the Second Installment), Developer shall provide DPD with a Requisition Form (in a form required by DPD), along with the documentation described therein. Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

a) Prior Expenditures. Only those expenditures made by the 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 F hereto sets forth the prior expenditures approved by DPD as of the Closing Date 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 and/or Lender Financing required to be contributed by Developer pursuant to Section 4.01 hereof.

b) City 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 Funds, and the City shall have the right to receive such funds prior to any payment of City 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 Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, the 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 Funds and of completing the Project.

7. Preconditions of Disbursement. Prior to each disbursement of City Funds hereunder, 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 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, that:

(a) the total amount of the disbursement request represents the actual cost of the acquisition of the Property 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;

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b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

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

d) the representations and warranties contained in this 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 Lender Financing, if any; (ii) the undisbursed Equity and (iii) 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, make available (in a manner acceptable to the City) funding in an amount that will place the Project In Balance.

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 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, including but not limited to requirements set forth in the TIF Ordinances and this Agreement.

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

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. The 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. The 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.

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5.03. Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required by any Laws to begin construction of the Project and has submitted evidence thereof to DPD.

4. Financing. The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity 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, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity 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 Lender Financing. Any liens against the Property in existence at the Closing Date, except Permitted Liens, have been subordinated to certain encumbrances of the City set forth

herein pursuant to a Subordination Agreement, in a form acceptable to the Corporation Counsel, executed on or prior to the Closing Date, which is to be recorded at the expense of the Developer with the Office of the Recorder of Deeds of Cook County.

5. Acquisition and Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit D hereto and evidences the recording of this Agreement 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. The 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.

6. Evidence of Clean Title. Developer, at its own expense, has provided the City with searches as indicated in the chart below under the Developer's name showing no liens against Developer, the Developer's Managing Member, any person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after the Closing Date) beneficial interest (including ownership) in excess of 7.5% of the 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 (including bankruptcy)
Clerk of Circuit Court, Cook County	Pending suits and judgments

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

8. Insurance. The 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.

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9. Opinion of Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel in a form acceptable to the Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions required by the Corporation Counsel, such opinions shall be obtained by the Developer from its general corporate counsel.

10. Evidence of Prior Expenditures. The 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. The Developer has provided Financial Statements to DPD for its most recent fiscal year, and interim financial statements.

12. Documentation. The Developer has provided documentation to DPD, satisfactory in form and

substance to DPD, as follows: (a) a copy of the executed leases/letters of intent for the Facility that Developer has obtained as of the Closing Date, (b) all diligence items that are provided to the Lender in connection with the Lender Financing entered into on even date with this Agreement unless such submissions have been waived by the City, and (c) any other documentation that would have a material impact on the Developer's ability to construct and/or operate the Project.

13. Environmental. Developer has provided DPD with a Phase I ESA for the Property conducted, or updated, within 180 days prior to the conveyance of the Property and any Phase II ESA 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 assessments, authorizing the City to rely on such assessments.

14. Corporate Documents: Economic Disclosure Statement. The Developer has provided a copy of its Articles of Organization containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; operating agreement; and such other organizational documentation as the City has requested.

The Developer has provided to the City all required EDS(s)s in the City's current form, dated as of the Closing Date, which are incorporated by reference, and the Developer further will provide any other affidavits or certifications as may be required by applicable Laws in the award of public contracts, all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS(s), failure of any of the EDSs 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 Section 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. The Developer has provided to the Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability,

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the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

5.16. Reconveyance Deed. Prior to the City's conveyance of the Property to the Developer as described in Section 3.11, Developer shall deliver to the City the Reconveyance Deed, for possible recording in accordance with Section 15.02(b) below, if applicable.

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 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 the City of Chicago, and, at the request of DPD, shall submit all bids received to DPD for its inspection and written approval. If 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, unless otherwise approved by DPD. 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 within five (5) business days of the execution thereof. 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) The fee of the General Contractor proposed to be paid out of City Funds shall be a fee consistent with the market. 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. The Developer shall deliver to DPD a copy of the Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD's prior review. Within ten (10) business days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the 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 commencement of construction of any portion of the Project, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the Corporation Counsel and DPD. The City shall be named as obligee or co-obligee on any such bonds.

4 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof; provided, however, that the contracting, hiring and testing requirements associated with the MBEA/BE and the City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy or the failure of any one subcontractor to satisfy such obligation shall not result in a default of this Agreement or

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require payment of the City resident hiring shortfall amounts so long as such Section 10 obligations are satisfied on an aggregate basis.

6.05 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 (MBEA/VBE 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 within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION

7.01. Certificate of Completion of Construction.

(a) Upon (i) satisfaction of the conditions set forth in Section 7.01(c) hereof, and (ii)

the Developer's written request (which shall include the Certified Final Project Cost), DPD shall issue to the Developer a Certificate of Completion in recordable form certifying that all obligations to complete the Project have been fulfilled by the Developer in accordance with the terms of this Agreement. The City shall return the Reconveyance Deed to the Developer upon the issuance of the Certificate of Completion.

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

(c) The Developer acknowledges that the City will not issue a Certificate of Completion until all of the following conditions have been met:

i) the Developer has given the City written notification that construction of the Project, including all of TIF-Funded Improvements, has been completed as required by this Agreement and has provided the City with evidence acceptable to DPD that the final total Project costs are equal to or in excess of \$62,296,871 (the "Certified Final Project Cost") - if the Certified Final Project Cost is less than this amount, then the City Funds shall be reduced on a dollar-for-dollar basis as provided in Section 4.03 (c)(ii);

ii) the Developer has provided the City with evidence acceptable to DPD that the final total cost for the TIF-Funded Improvements (other than interest costs) is equal to or in excess of \$8,000,000;

iii) the Developer has provided DPD with evidence acceptable to DPD showing that the Developer has completed the Project in compliance with the Plans and Specifications and all building permit requirements, including without limitation, receipt of all required certificate(s) of occupancy for the Facility;

iv) not less than thirty percent (30%) of the total square footage of the Facility and Innovation Center Buildings has been leased and occupied;

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v) the City's monitoring unit has determined in writing that the Developer is in complete compliance with all requirements of Section 8.09 (Prevailing Wage), and Section 10 (the Developer's Employment Obligations);

vi) Developer has provided evidence acceptable to DPD that the Innovation Center Buildings have

been fully constructed and have been conveyed to the community organizations (or Developer is prepared to convey to the community organizations) identified by the Developer, which may include New Covenant Community Development Corporation and Black Men United, to be used long-term as community centers; and

vii) there exists neither an Event of Default 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.

2. Effect of Issuance of Certificate of Completion; Continuing Obligations. The Certificate of Completion 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 of Completion, 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 of Completion 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 8.01 (i), 8.01(k), 8.02, 8.06, 8.19, 8.21, and 11.04 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 of Completion; provided, that upon the issuance of a Certificate of Completion, 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 of Completion shall be binding only upon the Developer or a permitted assignee of Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

3. 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/REPRESENTATIONS/WARRANTIES OF DEVELOPER.

8.01. General. The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

a) the Developer is an Illinois limited liability company duly organized, validly existing, 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;

b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

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c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Organization or operating agreement 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 the Developer is now a party or by which the Developer is now or may become bound;

d) unless otherwise permitted under the terms of this Agreement, or with written consent of DPD,

the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) 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) through the Term of the Agreement;

e) the 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 the Developer which would impair its ability to perform under this Agreement;

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

h) the 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 the Developer is a party or by which the Developer or the Property 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 the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) the 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; provided, however, no written consent or notice shall be needed when admitting new equity investors or when equity investors exit; (2) assign, sell, transfer, convey, or otherwise dispose of all or substantially all of its assets or any portion of the Property (other than leases to tenants and/or sales of the Innovation Center Buildings, which are expressly approved herein), including but not limited to any fixtures or equipment now or hereafter attached thereto; provided, however, no written consent or notice shall be needed for leases in the ordinary course of business for operation of the Project; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition; or (6) cease to operate the Project as required by this Agreement.

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(k) the Developer has not incurred, and, prior to the issuance of a Certificate of Completion, 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 and/or liens bonded by the Developer or insured by the Title Company; 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;

(l) has not made or caused to be made, directly or indirectly, 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 the Developer nor any affiliate of the 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 Funds are limited obligations of the City, payable solely from moneys on deposit in 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 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 18.21 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; and

(q) 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

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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.

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, Developer's receipt of all required building permits and governmental approvals (including the RAP Approval Letter for the Park and Innovation Center Buildings Property), the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Ordinance, the Scope Drawings, Plans and Specifications, the approved RAP for the Park and Innovation Center Buildings Property, the approved RAP

for the Facility Property, the Project Budget and all amendments thereto, and all Laws applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee but shall be deemed satisfied upon issuance by the City of a Certificate of Completion with respect thereto.

3. Redevelopment Plan. The 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 Funds disbursed to the Developer shall be used by Developer solely to pay for (or to reimburse the Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

5. 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 follows:

a) Upon the happening of a Capital Event on or before the tenth anniversary of the issuance of the Certificate of Completion without DPD's approval, the Developer agrees to pay and remit to the City on the closing date of such Capital Event an amount equal to 100% of the City Funds previously paid to the Developer. As used in this Section 8.05, "Capital Event" shall mean the sale or transfer of the Project or any part thereof, including any New Mortgage, during the Compliance Period; provided however, a refinancing resulting from the conversion of the original construction loan and/or any New Mortgage that results from a refinancing of the original construction loan to a permanent loan shall not be considered a Capital Event, whether or not Equity is distributed as a result so long as there is no change in ownership of the Facility.

b) Any amounts due and owing to the City pursuant to Section 8.05(a) due to the occurrence of a Capital Event shall be paid by the Developer on the closing date of such Capital Event.

c) This Section 8.05 shall be in effect until the earlier of (1) a Capital Event in which Developer is no longer in control of the entire Project, or (2) the expiration of the Compliance Period. With respect to a Capital Event of less than the entire Project, such successor shall not have any obligations or liabilities under this Section 8.05; provided the Developer shall continue to have obligations under this Section 8.05 with respect to the portion of the Project that was not subject to the Capital Event.

8.06. Jobs, Operation and Occupancy Covenant

(a) Operations Covenant; Occupancy Covenant.

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i) During the entire Compliance Period, the Facility shall be operated as required by this Agreement (except for holidays or other closures in the normal course of business) (collectively, the "Operating Covenant").

ii) The Developer shall maintain Minimum Occupancy for each Reporting Period. The Developer shall deliver an occupancy progress report certifying compliance with the requirement (the "Occupancy Report") to maintain a Minimum Occupancy (the "Occupancy Covenant") for the Reporting Period, such request to be submitted each year, through the Term of the Agreement. The Developer shall cause the Property to be used as described in Recital E, as permitted pursuant to the Redevelopment Plan and this Agreement. The Developer hereby covenants and agrees to maintain Minimum Occupancy through the Term of the Agreement.

b) *Occupancy Covenant Defaults and Cure Periods.*

i) Non-Curable Covenant Default. There shall be no cure period for non-submission of the Occupancy Report with the Annual Compliance Report.

ii) Cure Periods. If Developer is in noncompliance with Occupancy Covenant at the time of the Developer's Annual Compliance Report submission, such noncompliance shall constitute an Event of Default. However, the Developer shall be entitled to three (3) one-year cure periods, which may be used consecutively ("Occupancy Covenant Cure Periods") during the Compliance Period. If the Annual Compliance Report submission in the next subsequent year following one of the Occupancy Covenant Cure Periods also documents noncompliance with the Occupancy Covenant, then such noncompliance shall constitute an Event of Default without notice or opportunity to cure, and the City shall have such remedies as set forth in Section 15.02 hereof. Each one-year cure period taken by the Developer shall extend the Compliance Period under this Agreement.

c) Operating Covenant Defaults. Notwithstanding Section 15.03 herein, failure to comply with the Operating Covenant at any time shall be an Event of Default without notice or an opportunity to cure.

d) Jobs Covenant. Not less than 250 full-time equivalent, permanent jobs shall be created by Developer at the Facility (and/or its tenants and employees occupying the Innovation Center Buildings) within three (3) years of the Closing Date and through the Compliance Period. If the Developer fails to initially create 250 jobs as required by this Section 8.06(d), or reports less than 250 jobs at any Reporting Period, Developer shall reimburse the City \$100,000 for each job below the required amount up to a maximum of \$8,000,000.

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

8.07. Employment Opportunity; Progress Reports. The 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 monthly. 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.

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8. Employment Profile. The 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. The 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, the Developer shall provide the City with copies of all such contracts entered into by the 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. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the 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, the 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 the 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 the Developer's business, the Property or any other property in the Redevelopment Area.

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

13. Financial Statements. The Developer shall obtain and provide to DPD Financial Statements for Developer's most recent fiscal year and each December 31 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, the 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. The Developer shall furnish to DPD, within thirty (30)

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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. The 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 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. The 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 the Developer to any other person or entity. The 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.

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

b) Covenant. The 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.

(i) Payment of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable,

n and which create, may create, a lien upon the 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 the Developer, the Property or the Project including but not limited to real estate taxes.

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ii) Right to Contest. The 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. 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 the 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,

iii) The Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or

remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

iv) the 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.

18. Recording and Filing. The 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. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the 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.

a) *Governmental Charges.*

b) Developer's Failure To Pay Or Discharge Lien. If the 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 the 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 the 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 the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

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20. 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 of Completion) shall be in effect throughout the Term of the Agreement.

21. Annual Compliance Report. The Developer shall provide to DPD an Annual Compliance Report consisting of (a) an Affidavit from the Developer itemizing all ongoing requirements including references to all the relevant Sections of this Agreement in a form acceptable to DPD, and (b) sufficient documentation and certifications, to the satisfaction of DPD, to evidence that all ongoing requirements have been satisfied during the preceding reporting period (which DPD shall have the right, but not the obligation, to audit compliance with to determine the sufficiency of such Annual Compliance Report). The Annual Compliance Report shall be submitted each year on January 30 after the end of the calendar year to which the Annual Compliance report relates (each such calendar year being a "Reporting Period"). Failure by the 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 contained in this Section 8.21 shall run with the land and be binding upon any transferee for the Term of the Agreement.

22. Inspector General. It is the duty of the 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 the Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (b) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

23 Sustainability Requirements. The Developer shall provide evidence acceptable to DPD that it has complied with the Chicago Sustainable Development Policy for the Project within one (1) year from the date of the issuance of the Certificate. If a default occurs under the Chicago Sustainable Development Policy requirement, the City shall have the right to reduce the amount of the City Funds by \$250,000.

24 Job Readiness Program. Not less than thirty (30) days prior to the Closing Date, the Developer shall meet with Workforce Solutions (DPD workforce division) regarding compliance with all Section 8.24 requirements. During this meeting, the Developer will work with DPD to create an Employment Plan Needs Assessment for the Project. Developer shall work with DPD regarding the referral of potential candidates for job openings at the Project. The Developer hereby covenants and agrees to work with the City, and to use best efforts to have the industrial tenants work with the City, to maximize the recruitment and interviewing of qualified City of Chicago candidates.

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

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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 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 Benefits. Developer shall:

a) Collaborate with the General Contractor to design and implement a project specific program to identify and prepare skilled local workers for available trade positions in connection with the construction of the Project.

b) Proactively work with future tenants to connect local residents with resources to apply for the administrative, clerical and managerial professional services positions that may be generated from the Project.

c) Collaborate with the General Contractor to implement an inclusive program to connect with local residents, MBE and WBE subcontractors and community leaders with the Project. Developer and General Contractor shall host a Contractor Outreach Forum to engage MBE/WBE subcontractors and suppliers to Project contracting opportunities and allow MBEA/BE subcontractors to be advised of new bidding opportunities and to register for business development training and mentorship. The Developer and General Contractor shall regularly communicate through social media platforms, email newsletters, SMS texting and webpage updates to provide the latest Project updates including contracting, hiring and training opportunities. Additionally, during the bidding phase the General Contractor shall establish a Plan Room with open office hours to allow MBEA/BE businesses the opportunity to review drawings and ask questions in person.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01. 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.

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9.02. 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 seq., 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 non-discriminatory

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

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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 of the Developer, as the case 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

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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 x 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 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. MBEAA/BE 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 seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBEAA/BE Program"), and in reliance upon the provisions of the MBEAA/BE 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 MBEAA/BE Budget (as set forth in Exhibit E-2 hereto) shall be expended for contract participation by MBEs and by WBEs:

- 1) At least 30 percent by MBEs.
- 2) At least 10 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 construction of the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the

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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 MBEAA/BE 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 MBEAA/BE 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 MBEAA/BE 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 MBEAA/BE 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 MBEAA/BE 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 MBEAA/BE 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

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standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBEAA/BE 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, or (3) seek any other remedies against Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

1 Representation and Warranty. 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, and the Redevelopment Plan.

2 Background. The IEPA issued a RAP Approval Letter for the portion of the Property located north of the railroad tracks (as depicted on Exhibit G) on July 7, 2017, and a RAP Approval Letter for the portion of the Property located south of the railroad tracks (as depicted on Exhibit G) on January 14, 2019. Both RAP Approval Letters presume an I/C land use and state that a Final NFR Letter would be issued upon completion of the remediation, consisting of engineered barriers, to address the remaining low levels of contamination. The existing RAP Approval Letters remain valid for the Facility Property but are not sufficient

for the Park and Innovation Center Buildings Property.

3 Environmental Remediation. The Developer acknowledges and agrees that it must re-enroll the Park and Innovation Center Buildings Property into the SRP and may not commence construction on the Park and Innovation Center Buildings Property until the IEPA issues a RAP Approval Letter for such portion of the Property. Notwithstanding the foregoing, the Developer may move soil from the Park and Innovation Center Buildings Property to the Facility Property in accordance with an IEPA-approved Soil Management Zone Update letter prior to the issuance of a RAP Approval Letter for the Park and Innovation Center Buildings Property but may not backfill excavated areas or perform other construction work on the Park and Innovation Center Buildings Property without an approved RAP. Upon receipt of the RAP Approval Letter for the Park and Innovation Center Buildings Property, the Developer covenants and agrees to complete all Remediation Work necessary to obtain a Final Comprehensive Residential NFR Letter for such portion of the Property. The Developer further covenants and agrees to complete all Remediation Work necessary to obtain a Final Comprehensive I/C NFR Letter for the Facility Property. 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. The Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive Residential NFR Letter for the Park and Innovation Center Buildings Property and the Final Comprehensive I/C NFR Letter for the Facility Property, and the costs of any other investigative and cleanup costs associated with the Property. The Developer 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

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regulatory agencies. The Developer acknowledges and agrees that the City (a) will not permit occupancy of the Park or Innovation Center Buildings until the IEPA has issued and the City has approved the Final Comprehensive Residential NFR Letter for the Park and Innovation Center Buildings Property, which approval shall not be unreasonably withheld, and the Developer has recorded the letter with the Cook County Clerk, and (b) will not permit occupancy of the Facility until the IEPA has issued and the City has approved the Final Comprehensive I/C NFR Letter for the Facility Property, which approval shall not be unreasonably withheld, and the Developer has recorded the letter with the Cook County Clerk. If the Developer fails to obtain either the Final Comprehensive Residential NFR Letter for the Park and Innovation Center Buildings Property or the Final Comprehensive I/C NFR Letter for the Facility Property within six (6) months of the submission of the RACR for the applicable portion of the Property to the IEPA, then the City shall have the right to declare an event of default under this Agreement.

If encountered, any underground storage tanks ("USTs") must be removed and closed in accordance with applicable regulations including Title 41 of IAC Part 175 and any identified leaking USTs must be properly addressed in accordance with 35 IAC Part 734.

4 Covenant of Release. Without limiting any other provisions hereof, Developer, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under them (collectively, the "Developer Parties"), hereby releases, relinquishes and forever discharges the Indemnitees from and against any and all Losses which the Developer or any of the Developer 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 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 Property 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 Substances (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or

suspected presence of Hazardous Substances or Other Regulated Material in, on, under or about the Property or the migration of Hazardous Substances or Other Regulated Material from or to other Property; (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 the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 6901 et seq; 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 Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the Indemnitees harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. The Developer Parties waive their rights of contribution and subrogation against the Indemnified Parties.

5 Release Runs with the Land. The covenant of release in Section 11.04 above shall run with the Property, and shall be binding upon all successors and assigns of the Developer with respect to the Property, 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 Property under or through the Developer following the date of the Deed. The

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Developer Parties acknowledge and agree 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 Property to the Developer. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer or any of the Developer Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer nor any of the Developer Parties will assert that those obligations must be satisfied in whole or in part by the City because Section 11.04 contains a full, complete and final release of all such claims

11.06 Survival. This Section 11 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 12. INSURANCE

Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the Term of the Agreement, the insurance coverage and requirements specified below, in types and amounts below (unless modified by DPD in its sole discretion), 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). 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

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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.

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.

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.

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 that 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.

All Risk/Builders Risk

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.

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.

Valuable Papers

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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

Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 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 to the City on an insurance certificate form to the City's satisfaction 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.

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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 during the Term of the Agreement.

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 the General Contractor, 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 offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by

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Developer or any Affiliate of the 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 Indemnatee arising from the wanton or willful misconduct of that Indemnatee. 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

1. 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.

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

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;

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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 and/or liens bonded by the Developer or insured by the Title Company to the satisfaction of DPD, 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 sale or transfer of the majority of the ownership

interests of the Developer or its Managing Member, without the written consent of the City;

(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) 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.

For purposes of Sections 15.01 (j) hereof, a person with a material interest in Developer shall be one owning in excess often (10%) of Developer's membership interests.

15.02. Remedies, (a) If an Event of Default occurs after the issuance of the Certificate of Completion, and the default is not cured within applicable curative period, if any, 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

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Funds paid, and seek reimbursement of any City Funds paid. 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, injunctive relief or the specific performance of the agreements contained herein. Upon the occurrence of an Event of Default under Section 8.06(a) and Section 8.06(b), Developer shall be obligated to repay to the City all previously disbursed City Funds.

(b) If an Event of Default occurs prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 15.03 below, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties and pursue and secure any available remedy against the Developer in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief, the specific performance of the agreements contained herein, and the right to revest title to the Property in the City pursuant to the Reconveyance Deed; provided, however, that the recording of the Reconveyance Deed shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If the Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the Property was owned by the Developer, and the Developer shall cause the release of all unpermitted liens or encumbrances placed on the Property during the period of time the Property was owned by the Developer. The Developer will cooperate with the City to ensure that if the City records the Reconveyance Deed, such recording is effective for purposes of transferring title to the Property to the City.

15.03. Curative Period.

a) 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.

b) 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 (except as provided in Section 8.06), 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 there shall be no cure period with respect to the filing of the

Annual Compliance Report pursuant to Section 8.21 or for noncompliance with the Operating Covenant and that the cure period for noncompliance with the Occupancy Covenant shall be as provided for in Section 8.06 (b) hereof.

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 D 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

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the "Existing Mortgages." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or permit to be recorded 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 18.14 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 18.14 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 of a Certificate of Completion 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.

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If to the City: City of Chicago Department of Planning and Developmental 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: 4300 Roosevelt LLC 350 West Hubbard St., Suite 300 Chicago, Illinois 60654 Attention: Nick Millot

With Copies To: DLA Piper LLP (US) 444 West Lake Street - 9th Floor Chicago, IL 60606
Attention: Richard F. Klawiter, Esq.

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

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 (A) 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%), (B) materially change the Property or character of the Project or any activities undertaken by Developer affecting the Property, the Project, or both, or (C) increase any time agreed for performance by Developer by more than 180 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.

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, 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 of Completion or otherwise administering this Agreement for the City.

14. Assignment. Except as permitted in Section 8.01 (i) hereof, 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 notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that the Developer may agree to a collateral assignment of this Agreement to a Lender in connection with Lender Financing. 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 Section 8.02 (Covenant to Redevelop), Section 8.06 (Jobs, Occupancy and Operations Covenant), Section 8.19 (Real Estate Provisions), Section 8.25 (FOIA and Local Records Act Compliance) and Section 8.20 (Survival of Covenants) hereof, for the Term of the Agreement. The proposed buyer or assignee of the Developer must be qualified to do business with the City (including but not limited to provision of Economic Development Statement(s) and compliance with anti-scofflaw requirements). 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 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 acts of nature 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 agree 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 That Create Financial Interests.** The 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, 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. The 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. **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

22. **Exhibits.** All of the exhibits attached hereto are incorporated herein by reference.

23. **Subordination Agreement.** Upon the request of a Lender providing Lender Financing, the City shall agree to subordinate its interests under this Agreement, except for the covenants in this Agreement that run with the land, 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 the Corporation Counsel.

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.

4300 ROOSEVELT LLC,
an Illinois limited liability company

By: Name: Title:

CITY OF CHICAGO,
an Illinois municipal corporation

By:
Name: Maurice D. Cox Title: Commissioner,
Department of Planning and Development

STATE OF ILLINOIS COUNTY OF COOK

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) SS
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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
_____, 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 _____, as his free and voluntary act and as the free and voluntary act of
_____, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 2022.

Notary Public

My Commission Expires.

(SEAL)
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State
aforesaid, DO HEREBY CERTIFY that Maurice Cox, 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 _____, 2022.

Notary Public

My Commission Expires.

(SEAL)

EXHIBIT A REDEVELOPMENT AREA

[To be Attached at Closing]

EXHIBIT B

PROPERTY

(SUBJECT TO FINAL TITLE COMMITMENT AND SURVEY) Legal Description: [to be

inserted at Closing] PINs:

North Property:

16-15-415-001-0000	16-15-415-002-0000	16-15-
415-003-0000		

South Property:

16-15-415-012-0000	16-15-415-013-0000	16-15-415
-014-0000	16-15-415-015-0000	16-15-415-016-0000
16-15-415-017-0000	16-15-415-018-0000	16-15-415
-019-0000	16-15-415-020-0000	16-15-415-021-0000
16-15-415-022-0000	16-15-425-001-0000	16-15-425
-002-0000	16-15-425-003-0000	16-15-425-004-0000
16-15-425-005-0000	16-15-425-012-0000	16-15-425
-013-0000	16-15-425-014-0000	16-15-425-015-0000
16-15-425-016-0000	16-15-425-017-0000	

EXHIBIT C TIF-FUNDED IMPROVEMENTS*

ACQUISITION COSTS

\$25

HARD COSTS

Site Preparation/Excavation	\$2,963,750
Environmental Remediation	\$2,391,064
<u>Engineered Barriers</u>	<u>\$4,435,620</u>
Total Hard Costs	\$9,790,459

SOFT COSTS/FEES

<u>Environmental Consultant</u>	<u>\$157,900</u>
Total Soft Costs	\$157,900

TOTAL COSTS

\$9,948,359

'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 Maximum TIF Assistance.

EXHIBIT D

PERMITTED LIENS

1. Liens or encumbrances against the Property on the Closing Date:

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.

2. Liens or encumbrances against Developer or the Project, other than liens against the Property, after the Closing Date:

[DEVELOPER TO INSERT]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT E-1 PROJECT BUDGET

ACQUISITION COSTS

\$25

HARD COSTS

Site Preparation/Excavation	\$2,963,750
Environmental Remediation	\$2,391,064
Engineered Barriers	\$4,435,620
Building Construction	\$34,267,025
Interiors	\$3,861,554
<u>Hard Cost Contingency</u>	<u>\$1,910,720</u>
Total Hard Costs	\$49,829,733

SOFT COSTS/FEES

Architecture and Engineering	\$1,513,400
Surveymtle/Appraisal	\$865,000
Financing and Account	\$4,769,430
Advertising and Public Relations	\$616,459
Environmental Consultant	\$157,900
Permits	\$916,205
Developer Fee	\$2,491,874
Const Management	\$1,136,845
Soft Cost Contingency	\$0
Total Soft Costs	\$12,467,113

TOTAL COSTS

\$62,296,871

EXHIBIT E-2 MBEAA/BE BUDGET

HARD COSTS

Site Preparation/Excavation Environmental Remediation Engineered Barriers Building Construction Interiors

Hard Cost Contingency Total Hard Costs

\$2,963,750 \$2,391,064 \$4,435,620
\$34,267,025 \$3,861,554 \$1,910,720
\$49,829,733

Project MBE Total at 30% Project WBE Total at 10%

\$14,948,920 \$4,982,973

EXHIBIT F APPROVED PRIOR EXPENDITURES [To Be Attached at Closing]

EXHIBIT G FACILITY PROPERTY

(see attached)