

This agreement was prepared by and
after recording return to:
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City of Chicago Department of Law
121 North LaSalle Street, Room 600
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FOUNDRY REDEVELOPMENT AGREEMENT

This Foundry Redevelopment Agreement (this “Agreement”) is made as of _____, 2026, by and between the City of Chicago, an Illinois municipal corporation (the “City”), through its Department of Planning and Development (“DPD”) and Department of Transportation (“CDOT”) and Foundry Park Properties KP7, LLC, a Delaware 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 “TIF 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 TIF Act, the City Council of the City (the “City Council”): (i) approved and adopted a redevelopment plan and project (the “Redevelopment Plan”) for the Cortland and Chicago River redevelopment project area (the “Redevelopment Area”); (ii) designated the Redevelopment Area as a “redevelopment project area”; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (item (iii), the “TIF Adoption Ordinance” and items (i) – (iii) collectively, the “TIF Ordinances”) adopted on April 10, 2019.

D. The Project: The Developer intends to undertake certain public infrastructure improvements that will facilitate the development of a 31-acre site located within the Redevelopment Area and legally described on Exhibit A hereto (the “Property”), and, within the time frames set forth in Section 3.01 hereof, shall commence and complete construction thereon of the public infrastructure components. The TIF-Funded Infrastructure Components as defined below (individually, an “Infrastructure Component”, and collectively, “Infrastructure Components”) and set forth on Exhibit C 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. It is anticipated that the Project will be executed in ten components that may overlap in commencement and completion schedules. The TIF-Funded Infrastructure Components are as follows, as more fully described on Exhibit C hereto:

“Crescent Park” means an approximately 1.29 acre park and open space, available to the public and maintained in accordance with the DEMA (as hereinafter defined), along the east and west sides of the to-be-extended Dominick Street, with a portion having 359 linear feet of frontage on the east bank of the Chicago River. Improvements may include, depending on programming, the development of active and passive recreational areas, a dog park, landscape and hardscape improvements, furniture recreational equipment, and way finding signage.

“Fitness Park” means an approximately 0.45 acre park and open space, available to the public and maintained in accordance with the DEMA, with approximately 480 linear feet of frontage on the west bank of the Chicago River. Improvements may include, depending on programming, the development of active and passive recreational areas, landscape and hardscape improvements, furniture recreational equipment, and way finding signage.

“Foundry Point Park East Section” means, together with the Foundry Point Park West Section, an approximately 1.13 acre park and open space, available to the public and maintained in accordance with the DEMA. The Foundry Point Park East Section will have approximately 165 linear feet of frontage on the east bank of the Chicago River. Improvements may include, depending on programming, the development of active and passive recreational areas, landscape and hardscape improvements, furniture and recreational equipment, and way finding signage.

“Foundry Point Park West Section” means, together with the Foundry Point Park East Section, an approximately 1.13 acre park and open space, available to the public and maintained in accordance with the DEMA. The Foundry Point Park West Section will have approximately 1,345 linear feet of frontage on the north/east bank of the Chicago River. Improvements may include, depending on programming, the development of active and passive recreational areas, landscape and hardscape improvements, furniture and recreational equipment, and way finding signage.

“River Adjacent Single Family Home Section” means the approximately 614 linear feet east of the Chicago River between West Cortland Avenue and approximately West Dickens Street which includes enhanced riverwalk landscape and hard scape improvements.

“Roadways” means (a) the construction of the proposed to be dedicated extension of North Dominick Street from West Dickens Avenue to North Southport Avenue, the construction of the

proposed to be dedicated north/south alley between West Dickens Avenue and proposed to be dedicated North Dominick Street, (c) the repaving/reconfiguration of West Dickens Avenue from North Southport Avenue to North Dominick Street, (d) the construction of the proposed to be dedicated extension of North Southport Avenue from North Kingsbury Street to West Cortland Street, (e) the repaving/reconfiguration of (i) North Kingsbury Street from North Southport Avenue to a line approximately 212 feet south of West Cortland Avenue; (ii) North Southport Avenue from North Kingsbury Street to West Dickens Avenue; and (iii) West Cortland Avenue from the east side of North Kingsbury Street to the east side of the bridge at the North Branch of the Chicago River, (f) West Cortland Avenue and North Southport Avenue traffic signal upgrade to provide a four way signalized intersection and (g) installation of a new traffic signal at West Cortland Avenue and North Kingsbury Street, together with new and rehabilitated sewer, water and other utilities, landscaping, bikes lanes and other improvements as approved by CDOT.

“Site Prep/General” means soil cutting and filling, mass and fine grading, subgrade stabilization and soil compaction, debris and vegetation removal and obstruction clearance, utility relocation, drainage management and erosion of the Property in preparation for the Project.

“Triangle Park” means an approximately 1.84 acre park and open space, available to the public and maintained in accordance with the DEMA, located between Cortland Street, Kingsbury Street and Southport Avenue. Improvements may include, depending on programming, recreation and seating areas, the development of a central plaza for a wide range of seasonal programming such as farmers markets in the summer months and a skating rink in the winter, water features, landscape and hardscape improvements, furniture and recreational equipment and way finding signage.

“606 Extension” means the construction of a new 12-foot wide on grade paved path and bridge with lighting, landscaping and two-foot track surface at each path edge from Elston Avenue along the existing railroad right-of-way eastward across the river to North Kingsbury Avenue.

“River Edge Improvements” means the removal and restoration of the river wall on the east and west sides of the Chicago River that abut the Property, installation of new sheet piling, shoring of existing improvements and installation of landscaping and soil stabilization features in certain areas in furtherance of river edge naturalization.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the Redevelopment Plan.

F. City Financing: Subject to the conditions and restrictions set forth in Section 4 hereto, the City agrees to use, in the amounts set forth in Section 4.03 hereof, (i) the proceeds of one or more City Notes (defined below) and/or (ii) Incremental Taxes (as defined below), to pay for or reimburse Developer for the costs of TIF-Funded Infrastructure Components pursuant to the terms and conditions of this Agreement. The proceeds from the sale of the City Notes may be used to pay for, reimburse or refinance the costs of the TIF-Funded Infrastructure Components not previously paid for from Incremental Taxes (including any such payment made pursuant to any City Note provided to Developer pursuant to this Agreement) or to make payments of principal and interest on, including the redemption price of, such City Notes.

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 to this Agreement 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 Exhibits	A *Legal Description of the Property
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5. Conditions Precedent	E *Project Budget
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SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below, and unless otherwise specified, references to Recitals, Sections, Articles and Exhibits are references to Recitals, Sections, Articles and Exhibits of this Agreement:

“Affiliate” means any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

“Annual Compliance Report” means a signed report from Developer to the City (a) itemizing each of Developer’s obligations under this Agreement during the preceding calendar year, (b) certifying Developer’s compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) delivery of Financial Statements and unaudited financial statements (Section 8.13); (2) delivery of updated insurance certificates, if applicable (Section 8.14); (3) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (4) delivery of evidence of compliance with the Sustainable Development Policy (Section 7.03(a)(iii)), (5) compliance with the Jobs Covenant and Covenant to Remain in the City (Section 8.20), and (6) compliance with all other executory provisions of this Agreement.

“Annual Report of Incremental Taxes” means a signed report from a recognized financial consultant approved by the City that sets forth as of its date (i) a description of the Redevelopment Area, (ii) a description of the Project, (iii) a status update of the Project, and (iv) a calculation of the Incremental Taxes constituting the source of funds for payment on any City Note, showing for the Redevelopment Area or applicable tax codes the current year equalized assessed value, the certified initial equalized assessed value, the incremental equalized assessed value and the composite tax rates for the last five years, as applicable.

“Approved Plans and Specifications” means the plans and specifications prepared by duly licensed engineer(s) depicting the construction of the Infrastructure Components, which plans and specifications are consistent with the Scope Drawings and have been (i) prepared in consultation with the Consultant Engineer and (ii) approved by the City in its sole discretion pursuant to Section 3.02(a) and upon such approval such plans shall be attached as Exhibit C hereto.

“Available Incremental Taxes” means an amount equal to the Incremental Taxes on deposit in the TIF Fund during the Term of the Agreement and which are available for the financing or payment of Redevelopment Project Costs, after deducting the TIF District Administration Fee and Prior TIF Commitments. Such amounts include base annual Incremental Taxes attributable to the Redevelopment Area, which are approximately at least \$9.1 million, together with future Incremental Taxes above this base amount.

“Available Project Funds” is defined in Section 4.07 hereof.

“Business Day” means any day other than a Saturday or Sunday or day on which the New York Stock Exchange is closed.

“CDOT” means the Chicago Department of Transportation.

“CDOT Commissioner” means the Commissioner of Transportation.

"CDOT Standards" means the requirements that construction and installation be designed, installed, constructed, maintained and operated in accordance with current and applicable provisions of (i) CDOT's Regulations for Opening, Repair and Construction in the Public Way and its appendices and other standards applied to the public ways and other public property of the City, as well as those of other departments applicable to public ways and public property, land any successor standards or publications adopted by CDOT, (ii) the requirements of other City departments to the extent their facilities, property, or proprietary or regulatory jurisdiction is involved with the applicable Work, (iii) the AASHTO standards, (iv) IDOT standards to the extent applicable, and (v) the Laws.

"Certificate of Expenditure" means any Certificate of Expenditure referenced in the City Note pursuant to which the principal amount of the City Note will be established.

"Change Order" means any amendment or modification to the Scope Drawings, Approved Plans and Specifications, the Guaranteed Maximum Price, the schedule for any Infrastructure Component, or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, as applicable.

"City Contract" is defined in Section 8.01(l) hereof.

"City Council" is defined in the Recitals hereof.

"City Funds" means the funds paid to Developer pursuant to the City Note and City Grant funds in the amounts described in Section 4.03(b) hereof.

"City Grant" is defined in Section 4.03(b)(i) hereof.

"City Note(s)" means one or more parity tax-exempt notes substantially in the form attached hereto as Exhibit H, in the maximum aggregate principal amount of \$201,589,396 plus Financing Costs (as defined herein), provided, however, that the total amount of (a) the City Grant plus (b) the maximum principal amount of the City Note(s) shall at no time exceed \$201,589,396, and issued by the City to Developer as provided herein. Each City Note shall bear interest at the City Note Interest Rate and shall not provide for accrued, but unpaid, interest to bear interest at the same annual rate.

"City Note Interest Rate" means an annual fixed rate of interest equal to the median value of the 20 year Baa G.O. bond rate as published by Thompson-Reuters Municipal Market Data ("MMD") on any date which is within 15 Business Days prior to the date of issuance plus the number of basis points, not to exceed 225 basis points, as determined by the DPD Commissioner, but in no event exceeding seven percent (7%).

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

“Collateral Assignment” means a collateral assignment of the right to receive payment of City Funds, such collateral assignment made by Developer to secure Lender Financing and in form and substance acceptable to the City in its sole discretion.

“Commencement Date” with respect to an Infrastructure Component, is defined in Section 3.01.

“Completion Date” with respect to an Infrastructure Component, is defined in Section 3.01.

“Compliance Period” means the period beginning on the date the last Infrastructure Component Completion Certificate is issued and ending on the 10th anniversary of the date the last Infrastructure Component Completion Certificate is issued.

“Component Commencement Letter” means that letter from DPD to the Developer indicating that the Developer has fully complied with all of the conditions of Section 5A.01 herein that apply to the proposed Infrastructure Component.

“Construction Contract(s)” means one or more contracts to be entered into between the Developer and one or more General Contractors providing for construction of one or more Infrastructure Components.

“Consultant Engineer” is defined in Section 3.02(a).

“Consultant’s Report” is defined in Section 8.26(a) hereof.

“Contractor” is defined in Section 10.03 hereof.

“Corporation Counsel” means the City’s Department of Law.

“Davis-Bacon Act” means the Davis-Bacon Act, as amended (40 U.S.C. Section 3141 et seq.).

“Dedicated Infrastructure Components” means the Roadways and the 606 Extension.

“Dedications and Real Property Transactions” means the dedications, conveyances, releases, assignments and other property transactions for the Infrastructure Components, all as described in Exhibit D.

“DPD Commissioner” means the Commissioner of Planning and Development.

“EDS” means 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)” is defined in Section 10.01 hereof.

“Environmental Laws” means any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public

health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called “Superfund” or “Superlien” law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

“EMMA” is defined in Section 8.26(e) hereof.

“Equity” means funds of Developer (other than funds derived from Lender Financing) available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.03(b).

“Escrow” means the construction escrow established pursuant to the Escrow Agreement.

“Escrow Agreement” means the Escrow Agreement establishing a construction escrow, to be entered into by the City, the Title Company (or an affiliate of the Title Company), Developer and Developer's lender(s).

“Event of Default” is defined in Section 15 hereof.

“Financial Interest” is defined in Section 2-156-010 of the Municipal Code.

“Financing Costs” is defined in Section 4.03 (b) hereof.

“Financial Statements” means complete annual or quarterly (as applicable) financials statements of Developer certified by a certified public accounting firm in accordance with sound accounting principles and practices consistently applied throughout the appropriate periods.

“General Contractor” means the general contractor(s) hired by Developer pursuant to Section 6.01.

“Guaranteed Maximum Price” means, with respect to each Infrastructure Component, the estimated amount shown on Exhibit B with respect to such Infrastructure Component, as may be modified pursuant to Section 3.03.

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

“Human Rights Ordinance” is defined in Section 10.01(a) hereof.

"IEPA" means the Illinois Environmental Protection Agency.

"In Balance" is defined in Section 4.07(g) hereof.

"Incremental Taxes" means such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the TIF 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 "Indemnitees" is defined in Section 13.01 hereof.

"Infrastructure Component(s)" means, individually, in groups or collectively, as applicable, Crescent Park, Fitness Park, Foundry Point Park East Section, Foundry Point Park West Section, River Adjacent Single Family Home Section, River Edge Improvements, Roadways, Site Prep/General, Triangle Park and 606 Extension.

"Infrastructure Component Property" means that subset of the Property as described on Exhibit A that is used and improved for the Infrastructure Components as detailed in Exhibit D.

"Infrastructure Component Completion Certificate" means, with respect to an Infrastructure Component, the issuance of an Infrastructure Component Completion Certificate evidencing that a certain Infrastructure Component has been completed.

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

"Lender Financing" means funds borrowed by Developer from lenders and irrevocably available to pay for costs of the Project, in the amounts set forth in Section 4.01 hereof.

"MBE(s)" means 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.

"MBE/WBE Budget" means the budget attached hereto as Exhibit F, as described in Section 10.03, and as the same may be updated from time to time to reflect the final Guaranteed Maximum Price for each Infrastructure Component.

"MBE/WBE Program" is defined in Section 10.03 hereof.

"MSRB" is defined in Section 8.26(e) hereof.

"Municipal Code" is defined in the Municipal Code of the City of Chicago, as amended from time to time.

"New Mortgage" is defined in Section 16 hereof.

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

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

"OBM" is defined in Section 8.26(c) hereof.

"Parks" means Triangle Park, Fitness Park, Crescent Park, Foundry Park Point West Section and Foundry Park Point East Section.

"Permitted Liens" means (i) mortgages against the Infrastructure Component Property and/or the Project recorded on or before the date of this Agreement and securing the Lender Financing, (ii) leases of portions of the Infrastructure Component Property entered into after the date hereof in Developer's ordinary course of business, if any, (iii) those matters set forth as Schedule B title exceptions in the Title Policy, 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, and (iv) Non-Governmental Charges that are contested in accordance with Section 8.15.

"Permitted Mortgage" is defined in Section 16 hereof.

"Prior Expenditure(s)" is defined in Section 4.05(a) hereof.

"Prior TIF Commitments" means those Incremental Taxes which have been irrevocably pledged on or before the Closing Date for payment by the City and include: [prior commitments and amounts to be described].

"Project" is defined in the Recitals hereof.

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

"Property" is defined in the Recitals hereof.

"QIB" is defined in Section 4.03(e) hereof.

"Redevelopment Area" is defined in the Recitals hereof.

"Redevelopment Plan" is defined in the Recitals hereof.

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

“Requisition Form” means the document, in the form to be delivered by Developer to DPD pursuant to Section 4.04 of this Agreement.

“Scope Drawings” means preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project attached as Exhibit C which is attached and incorporated.

“Site Remediation Program” means the program for the environmental remediation of the Property undertaken by the Developer and overseen by the IEPA, upon completion of which (to the satisfaction of the IEPA) the IEPA shall issue an NFR Letter with respect to the Property to the Developer.

“Survey(s)” means a plats of survey in the most recently revised form of ALTA/NSPS land title survey of the Infrastructure Component Property owned by Developer, meeting the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2021, dated within 75 days before 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 Infrastructure Component Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency and updates thereof to reflect any Infrastructure Components and related improvements as required by the City or lender(s) providing Lender Financing).

“Sustainable Development Policy” means the Sustainable Development Policy of the City as in effect on the Closing Date.

“Term of the Agreement” means the period of time commencing on the Closing Date and ending on the 10th anniversary of the date the last Infrastructure Component Completion Certificate is issued.

“TIF Act” is defined in the Recitals hereof.

“TIF Adoption Ordinance” is defined in the Recitals hereof.

“TIF District Administration Fee” is defined in Section 4.05(b) hereof.

“TIF Fund” means the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

“TIF-Funded Infrastructure Components” means 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 B lists the TIF-Funded Infrastructure Components for the Project.

"TIF Ordinances" is defined in the Recitals hereof.

"Title Company" means Chicago Title and Trust Company, or such other title company reasonably acceptable to the City.

"Title Policy" means a title insurance policy in the most recently revised ALTA or equivalent form, showing fee simple title to the Infrastructure Component Property owned by Developer, subject to Permitted Mortgage(s) and showing Developer as the insured in the full amount of the City Funds, noting the recording of this Agreement as an encumbrance against the Infrastructure Component Property, and a subordination agreement with respect to previously recorded liens against the Infrastructure Component Property related to Lender Financing, if any, issued by the Title Company.

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

"Warranty Period" is defined in Section 8.06.

"WBE(s)" means 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.

"Work" means all work, materials and activities required, contemplated or conducted or provided for the delivery, installation, construction, and completion of the Project, including all Infrastructure Components.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Project, the Developer shall, pursuant to the Approved Plans and Specifications and subject to the provisions of Section 18.17 hereof, begin construction of the applicable Infrastructure Component on or before the Commencement Date, and complete construction of such Infrastructure Component on or before the Completion Date, indicated in the chart below. The costs of any Infrastructure Component whose Commencement Date occurs later than the applicable Completion Date listed below shall at the City's election not be eligible to receive reimbursement of City Funds. The parties to this Agreement acknowledge and agree that all Dedicated Infrastructure Components shall be owned by the City, and not owned by the Developer or other private person. The Developer shall dedicate to the City, in conformity with customary CDOT procedures, right of way required by CDOT for the Dedicated Infrastructure Components; provided, however, the Developer shall not be obligated to acquire or dedicate land west of the Chicago River which may be needed for the 606 Extension on the west side of the Chicago River. The ownership and rights described in the preceding sentence shall remain true and accurate irrespective of the Developer's source of funds described in Sections 4.01 and 4.02 or otherwise (e.g. Equity, Lender Financing, City Funds) that are directly or indirectly associated with the Infrastructure Components or other portions of the Project.

Infrastructure Component	Commencement Date	Completion Date
Site Prep/General	3/1/2028	7/1/2034
Roadways	6/1/2028	10/31/2030
River Adjacent Single Family Home Section	12/1/2027	10/31/2028
Triangle Park	3/1/2028	3/1/2029
Fitness Park	11/1/2031	5/1/2032
Crescent Park	1/1/2032	7/1/2032
Foundry Point Park West Section	9/1/2032	3/1/2033
606 Extension	7/1/2033	7/1/2034
Foundry Point Park East Section	1/1/2034	7/1/2034
River Edge Improvements	12/1/27	12/31/34

3.02 Preconditions to Construction.

(a) Scope Drawings and Approved Plans and Specifications. Prior to the start of construction of each Infrastructure Component and within ten (10) years of the Closing Date, the Developer will provide to DPD and CDOT in a form consistent with the Scope Drawings, proposed Approved Plans and Specifications, including a project budget for each Infrastructure Component, which are required to be approved by the City in its sole discretion. Upon such approval, they shall be known as the Approved Plans and Specifications for purposes of this Agreement. Developer shall conduct the construction and installation of each Infrastructure Component in accordance with the applicable Approved Plans and Specifications. The Roadways and the 606 Extension shall be completed to CDOT Standards subject to inspection, punch list, final completion and acceptance as provided in Section 7.01. No material deviation from the Approved Plans and Specifications for the Roadways and the 606 Extension shall be made without the prior written approval of CDOT. No material deviation from the Approved Plans and Specifications for the Infrastructure Components other than the Roadways and the 606 Extension shall be made without the prior written approval of DPD. The Approved Plans and Specifications shall substantially conform to the terms of this Agreement and applicable federal, state and local laws, ordinances and regulations.

With respect to any Infrastructure Component that is not built to the Approved Plans and Specifications and/or not issued an Infrastructure Component Completion Certificate by the City, none of the costs of such Infrastructure Component will be eligible to receive reimbursement from City Funds. At the City's election, Developer shall be required to fund the additional cost of bringing the Infrastructure Component into compliance with the Approved Plans and Specifications, and such additional costs will not be subject to reimbursement from City Funds until such time as an Infrastructure Component Completion Certificate is issued.

The Developer shall retain the services of a qualified and licensed engineer experienced in the construction of Roadway and 606 Extension Infrastructure Components and approved by CDOT ("Consultant Engineer"). The Consultant Engineer shall report to CDOT and be responsible for seeing that the Roadway and 606 Extension Infrastructure Components are constructed in accordance with the Approved Plans and Specifications. The Consultant Engineer's scope of work shall include, but not be limited to, preparation of all construction

documentation in accordance with the applicable requirements of CDOT's Construction Manual, quality assurance and quality control, review of all contractor submittals including shop drawings, material submittals and catalogue cuts, providing planning coordination, determining the appropriateness of any proposed modifications to the Plans and Specifications, preparing punchlists on behalf of the City and supervising project closeout and acceptance of the work. Staffing shall be as determined by agreement of the City and Developer, and shall be adequate to cover all aspects of the construction of the Infrastructure Components. The cost of the Consultant Engineer is a Redevelopment Project Cost. The Developer shall not be responsible for payment of any other CDOT outside consultant fees or costs related to the Infrastructure Components.

After such initial approval, subsequent proposed changes to the Approved Plans and Specifications shall be submitted to CDOT and DPD and any other applicable City agency as a Change Order pursuant to Section 3.04 hereof. The Approved Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. Developer shall submit all necessary documents to the City's Building Department, CDOT and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

(b) Other Governmental Approvals. Prior to the start of construction of each Infrastructure Component, the Developer shall have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

(c) Financing. If the sources of funds described in Section 4.01 include any amounts of Equity or Lender Financing, Developer shall have furnished proof reasonably acceptable to the City that Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the applicable Infrastructure Component and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, Developer shall furnish proof that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with the other sources set forth in Section 4.01) to complete the Infrastructure Component.

3.03 Project Budget. In addition to detailed Scope Drawings and Approved Plans and Specifications, prior to the start of construction of each Infrastructure Component, the Developer will provide to DPD and CDOT an estimated project budget for each Infrastructure Component. Such information shall be included as part of each Component Commencement Letter request.

A final budget approved by DPD in its sole discretion, in consultation with CDOT, will be included as part of the Approved Plans and Specifications and will establish a Guaranteed Maximum Price for each Infrastructure Component. If approved by DPD in its sole discretion, the Guaranteed Maximum Price for an Infrastructure Component may be higher or lower than the estimated budget shown in Exhibit E, but in no case will the reimbursement for all Infrastructure Components exceed the total amount of City Funds. Exhibit E shall be modified to reflect the Guaranteed Maximum Price for an Infrastructure Component established pursuant to this Section 3.03 and may include additional line items.

The Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than \$234,889,834. The Developer hereby certifies to the City that, prior to commencing construction on an Infrastructure Component (a) it shall have Lender Financing and Equity described in Sections 4.01 and 4.02 hereof in an amount sufficient to pay for all costs of such Infrastructure Component, together with City Funds committed for such Infrastructure Component; and (b) the Project Budget with respect to such Infrastructure Component is true, correct and complete in all material respects. The Developer shall promptly deliver to DPD and/or the applicable City agency certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 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; provided that, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to any of the following must be submitted by Developer to the City for the City's prior written approval: (a) material amendments or modifications to the Approved Plans and Specifications; (b) a delay in the completion of any Infrastructure Component by one (1) year or more; (c) Change Orders resulting in an aggregate increase to the Guaranteed Maximum Price for an Infrastructure Component of more than one percent (1%); (d) any reallocation among line items within the Guaranteed Maximum Price for an Infrastructure Component exceeding ten percent (10%) of the Guaranteed Maximum Price for such Infrastructure Component; (e) a change in the use of the Project to a use other than as described in Recital D to this Agreement; and (f) any delay in a Commencement Date greater than 90 days. The upper limits for any delay or the expenditure of contingency funds shall be mutually agreed upon by the Developer and CDOT for each Infrastructure Component as part of the Approved Plans and Specifications, but in no case shall exceed a delay in the schedule of more than one (1) year, or the expenditure of contingency funds of more than 10% in the aggregate. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those set forth above do not require DPD's prior written approval, but DPD shall be notified in writing of all such Change Orders within 10 business days after the execution of such Change Order and Developer, in connection with such notice, shall identify to DPD the source of funding therefor.

3.05 City Approval. Any approval granted by the City of the Scope Drawings, Approved 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 Infrastructure Component Property or the Project.

3.06 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer's obligations to comply with the provisions of Section 5A.01(c) (Other Governmental Approvals) hereof. Developer shall not commence construction of any Infrastructure Component of the Project until Developer has obtained all necessary permits and approvals for such Infrastructure Component (including but not limited to DPD's approval of the Scope Drawings and Approved Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding or insurance as required hereunder.

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

3.08 Inspecting Agent or Architect and Engineer. An independent agent or architect (which may include Developer's architect if approved by DPD) shall be selected to act as the inspecting agent or architect, at Developer's expense, for the Infrastructure Components other than the Roadways and 606 Extension. The inspecting agent or architect 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 hereunder. If approved by DPD, the inspecting agent or architect may be the same one being used in such role by the lender providing Lender Financing, provided that such agent or architect (a) is not also the Developer's agent or architect and (b) acknowledges in writing to the City that the City may rely on the findings of such agent or architect.

In addition, prior to the commencement of any Work involving Infrastructure Components to be turned over to City, the Developer shall hire the Consultant Engineer in accordance with Section 3.02(a), to be paid at Developer's expense, to perform construction monitoring of the Work as part of this Agreement, with staffing appropriate to the requirements of these monitoring services. The engineering firm and individual engineer(s) assigned to the Work shall report to and be at the direction of the CDOT Commissioner. The qualifications of the firm and the assigned engineers shall be submitted to the CDOT Commissioner for review and approval. The construction monitoring shall be in accordance with the Illinois Department of Transportation Construction Documentation Standards (Red Book). Upon completion of the Work, the engineering firm shall submit a letter to the CDOT Commissioner certifying to both the City and Developer that the Work has been constructed and installed in accordance with the Approved Plans and Specifications and CDOT Standards. If applicable, the letter shall be signed and stamped by an Illinois licensed structural engineer. The Developer shall not be responsible for payment of any other CDOT outside consultant fees or costs related to such Infrastructure Components.

3.09 Barricades. Prior to commencing any construction requiring barricades, Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and

regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

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

3.11 Utility Connections. Developer shall connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided Developer first complies with all generally applicable requirements governing such connections, including the payment of customary fees and costs related thereto. Further, Developer shall be responsible for any relocation, adjustment, removal or abandonment of any utility or public service facilities owned or controlled by City or third parties that is required in connection with the Work and the Project as noted in the Approved Plans and Specifications, or that is impacted by the Project or the Work. Developer shall be responsible for obtaining the consent of and making suitable arrangements with all entities owning or having an interest in such structures and facilities, including any department of the City.

3.12 Permit Fees. In connection with the Project, Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$234,889,834, to be applied in the manner set forth in the Project Budget. Such costs shall be funded through the following sources:

Sources of Funds (1)(2)	Amount
Lender Financing	None
City Funds	\$201,589,396
Equity	\$33,300,438
Total	\$234,889,834

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

(b) If the aggregate cost of the TIF-Funded Infrastructure Components exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, Developer shall be solely responsible for such excess cost. 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 Infrastructure Components in excess of City Funds and of completing the Project.

4.02 Developer Funds. If required, Equity and/or Lender Financing shall be used to pay all Project costs, including but not limited to Redevelopment Project Costs and costs of TIF-Funded Infrastructure Components.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse Developer for costs of TIF-Funded Infrastructure Components that constitute Redevelopment Project Costs, or to pay debt service on obligations issued to pay for such Redevelopment Project Costs. Exhibit B sets forth, by line item, the TIF-Funded Infrastructure Components 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(b) and 4.05), 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. The Developer may request in writing to revise Exhibit B to reallocate the maximum amount of TIF-eligible costs among different Infrastructure Components, and such request shall be subject to the approval of the City, in its sole discretion. If such reallocation would result in the TIF-eligible costs being more than the Guaranteed Maximum Price for one or more Infrastructure Components, then the Developer shall, as a condition to such reallocation, provide evidence acceptable to the City in its sole discretion of Lender Financing and/or Equity at least equal to this shortfall.

(b) Sources of City Funds.

i. City Grant. 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 Grant") to pay for or reimburse Developer for the costs of the TIF-Funded Infrastructure Components:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Available Incremental Taxes	An amount not to exceed \$201,589,396; provided, however, that the total amount of (a) the City Grant plus (b) the maximum principal amount of the City Note(s) shall at no time exceed \$201,589,396

such Maximum Amount, together, subject to Available Incremental Taxes, with an amount sufficient to pay closing costs, including interest expense, capitalized interest, reasonable reserves, financing costs, redemption costs and costs of issuance on obligations issued to finance

the Infrastructure Components to the extent such costs are TIF-eligible (the "Financing Costs") which may be included in the maximum City Note principal amount; provided, however, that the total amount of City Funds expended for TIF-Funded Infrastructure Components (excluding Financing Costs) shall be an amount not to exceed the lesser of \$201,589,396 or 85.8% of the actual total Project costs; and provided further, that the \$201,589,396 to be derived from Available Incremental Taxes shall be available to pay costs related to TIF-Funded Infrastructure Components and allocated by the City for that purpose only so long as the amount of the Available Incremental Taxes to be deposited into the TIF Fund shall be sufficient to pay for such costs.

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Infrastructure Components up to a maximum of \$201,589,396, plus Financing Costs, is contingent upon the fulfillment of the conditions set forth above in Section 4.03(a) and this Section 4.03(b). In the event that such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately.

The City reserves the right in its sole discretion, prior to the payment of City Funds, to substitute a portion of the referenced sources of City Funds with any legally available funding sources.

Notwithstanding the "Maximum Amount" set forth in Section 4.03(b)(i), City Funds identified for the Project, which are represented in 2025 dollars, reflect an upper limit on expenditures that are to be funded using Available Incremental Taxes and exclude Financing Costs. Financing Costs are subject to prevailing market conditions and are in addition to the total Project cost. Within this limit, adjustments may be made to line items, to the extent permitted by the TIF Act and this Agreement.

(ii) City Note(s). 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 issue one or more City Notes from time to time to pay for or reimburse the Developer for Infrastructure Components provided that the City has received from bond counsel (a) an opinion regarding exclusion of interest on the City Note from gross income for federal income tax purposes under existing law, and (b) an opinion regarding the valid issuance and enforceability of the City Note as a special limited obligation of the City, in form and substance reasonably acceptable to bond counsel and Corporation Counsel. The principal amount of each City Note shall be in an amount equal to the costs of the TIF-Funded Infrastructure Components which have been incurred by the Developer and/or will be incurred and are to be reimbursed by the City through payments of principal and interest on such City Note plus Financing Costs, subject to the provisions hereof; provided, however, that the maximum principal amount of the City Notes attributable to TIF-Funded Infrastructure Components shall be an amount not to exceed the lesser of \$201,589,396 or 85.8% of the actual total Project costs; provided, however, that the total amount of (a) the City Grant plus (b) the maximum principal amount of the City Note shall at no time exceed \$201,589,396 plus Financing Costs; and provided, however, that payments under the City Notes are subject to the amount of Available Incremental Taxes deposited into the TIF Fund being sufficient for such payments. Any proceeds in excess of the authorized costs under the TIF Act will be used to redeem and discharge a corresponding amount of the City Notes, subject to the terms of such Notes, at the City's election.

It is contemplated the Developer will request multiple City Notes to pay or reimburse the Developer for TIF-Funded Infrastructure Components up to \$201,589,396, plus Financing Costs. The Developer shall provide the City and bond counsel with a consultant's report which shall demonstrate the existing City Note(s) and subsequent City Note(s) will have an annual debt service coverage ratio of at least 1.25x or greater until maturity (after taking into account any capitalized interest available) prior to the issuance of subsequent City Notes.

The proceeds of the City Note shall be used solely to pay (i) costs of TIF-Funded Infrastructure Components that constitute capital expenditures, (ii) costs of issuance of the City Note, (iii) capitalized interest on the City Note for a period not exceeding three years from the date of issuance, and (iv) deposits to a debt service reserve fund for the City Note in an amount not exceeding the lesser of (A) 10% of the principal amount of the City Note, (B) 125% of the average annual debt service on the City Note, or (C) the maximum annual debt service on the City Note. Available Incremental Taxes shall be applied to debt service on the City Note as provided herein and may be used to pay TIF-eligible Redevelopment Project Costs on a pay-as-you-go basis.

(c) Disbursement of City Grant. Subject to the conditions described in this Section 4.03, the City shall disburse the City Grant in such amounts to reimburse or pay for incurred costs for TIF-Funded Infrastructure Components as certified to the City in a Requisition Form with required supporting documentation.

(d) Project Payments. Payments under this Agreement are subject to the amount of Available Incremental Taxes deposited into the TIF Fund being sufficient for such payments. After the issuance of the first City Note, Available Incremental Taxes will be applied (i) first to the payment of current and past interest on the City Note(s), (ii) second to scheduled payments of principal on the City Note(s), (iii) third to the replenishment of the debt service reserve fund and (iv) as to the remainder, in the sole discretion of the City, to the prepayment of the City Notes, in whole or in part, subject to any redemption restrictions agreed to by the City at the time of sale of such City Notes, and/or to the TIF Fund to be applied in the sole discretion of the City.

Each City Note shall include a schedule setting forth the proposed principal amortization (with principal and interest payment dates to occur annually on February 1 of each year, unless otherwise approved by DPD) and may provide for a final payment on December 31 in the final year of such City Note. Failure to pay principal or interest on any City Note due to a lack of Available Incremental Taxes shall not be an event of default. The City shall not prepay any City Note for a period of up to five years after issuance of such obligation without the consent of the holder of such obligation except from any unexpended proceeds in the Construction Escrow as described in the City Note.

(e) Transfer Restrictions. For City Notes, the City will agree to the sale to: (i) one or more Qualified Institutional Buyers ("QIBs") as defined under Rule 144A of the Securities Act of 1933, or to a trust that sells certificates of participation to QIBs; (ii) a lender providing Lender Financing to the Developer for the Project; or (iii) the Developer or any Affiliate or any entity in which the majority equity interest is owned by the parties that have a majority equity interest in Developer. The offering and sale of any City Note shall not constitute a "public offering" for purposes of Section 149(a) of the Internal Revenue Code of 1986, as amended.

4.04 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of City Funds as described in Section 4.03(b)(ii), beginning on the first request for payment and continuing through the earlier of (i) the Term of the Agreement or (ii) the date that Developer has been reimbursed in full under this Agreement, Developer shall provide DPD with a Requisition Form, along with the documentation described therein. Requisition for reimbursement of TIF-Funded Infrastructure Components (a) from Available Incremental Taxes in the TIF Fund but not pledged to a Note shall be made not more than once per calendar quarter and (b) from the Escrow shall be made not more than one time per month (or as otherwise permitted by DPD in its sole discretion). 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) Effect of Prior Expenditures on Equity or Lender Financing demonstrated before the Closing Date. If Developer incurs and pays Project expenses before the Closing Date and wants these expenses to reduce the amount of Equity or Lender Financing Developer is required to demonstrate before the Closing Date, then Developer shall provide documentation of these expenses satisfactory to DPD. Any such expenses reviewed and approved in writing by DPD, in its sole discretion, shall be referred to as "Prior Expenditures". Prior Expenditures made for TIF-Funded Infrastructure Components shall be reimbursed to the Developer within 90 days of the Closing Date pursuant to the terms of this Agreement. Prior Expenditures made for items other than TIF-Funded Infrastructure Components shall not be reimbursed to Developer but shall reduce the amount of Equity and/or Lender Financing Developer is required to contribute under Section 4.01. Any reimbursement of Prior Expenditures from proceeds of a tax-exempt City Note shall be made only if such reimbursement complies with the requirements of Treasury Regulations Section 1.150-2. Prior Expenditures, if applicable, shall be listed on Exhibit G.

(b) TIF District Administration Fee. Annually, the City may allocate an amount (the "TIF District Administration Fee") not to exceed five percent (5%) of the Incremental Taxes to pay costs the City incurred to administer and monitor 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 before any City Funds are paid under this Agreement.

4.06 Intentionally Omitted.

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

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

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

(c) Developer has approved all work and materials for the current disbursement request or request for Certificate of Expenditure, and such work and materials conform to the Approved 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 Infrastructure Component Property except for the Permitted Liens and Non-Governmental Charges in accordance with Section 8.15;

(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 remains uncured; 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 means: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by Developer pursuant to this Agreement. Developer hereby agrees that, if the Project is not In Balance, Developer shall, within 30 days after a written request by the City, deposit with the escrow agent, or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

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

4.08 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; provided, however, that upon issuance of the first tax-exempt City Note and subsequent tax-exempt City Notes the City's obligations to make payments on the tax-exempt

City Notes shall be vested without any defense to payment as further described in Section 15.02 hereof.

4.09 Sale or Transfer of the Infrastructure Component Property or Project. The Developer must obtain the prior approval of the City for any sale or transfer of any part of the Infrastructure Component Property or the Project, except for the Dedications and Property Transactions which shall be deemed approved to the extent closed as provided for in this Agreement.

4.10 Construction Escrow. If City Notes are issued, when applicable, then the City and Developer hereby agree to enter into the Escrow Agreement into which the proceeds of each City Note shall be deposited. Except as expressly set forth herein, all disbursements of Project funds shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control. The City must receive copies of any draw requests and related documents (including, among other things, invoices, canceled checks, lien waivers, owner's sworn statement, general contractor's sworn statement and MBE/WBE subcontractor contract amounts and certification letters as a prerequisite to disbursement) submitted to the Title Company for disbursements under the Escrow Agreement.

SECTION 5. CONDITIONS PRECEDENT

Developer has complied with the following conditions to the City's satisfaction on or before the Closing Date:

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

5.02 Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Infrastructure Component Property owned by the Developer, or a binding, signed, marked-up commitment to issue such Initial Title Policy, certified by the Title Company. The Title Policy is dated as of the Closing Date and contains only those title exceptions that are Permitted Liens 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 an owner's ALTA 9 comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access survey, encroachment and damages for mineral production. Developer has provided to DPD, on or before the Closing Date, documentation related to the purchase of the Infrastructure Component Property and certified copies of all easements and encumbrances of record with respect to Infrastructure Component Property not addressed (other than Permitted Liens), to DPD's satisfaction, by the Title Policy and any endorsements to the Title Policy. Any Permitted Exception in the Title Policy delivered pursuant to this Section 5.02 shall be a permitted exception for any Title Policy delivered pursuant to Section 5A.

5.03 Evidence of Clean Title. Developer, at its own expense, has provided the City with searches as indicated in the chart below under Developer's name and Developer's trade names

showing no liens against Developer, the Infrastructure Component Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens:

Jurisdiction	Searches
Secretary of State	UCC, Federal tax
Cook County Clerk's Office	UCC, Fixtures, Federal tax, State tax, Memoranda of judgments
U.S. District Court, Northern District of Illinois	Pending suits and judgments, bankruptcy
Clerk of Circuit Court, Cook County	Pending suits and judgments

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

5.05 Insurance. Developer, at its own expense, has insured the Infrastructure Component Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DPD.

5.06 Opinion of Developer's Counsel. On the Closing Date, Developer has furnished the City with an opinion of counsel in form and substance acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions required by the Corporation Counsel, such opinions must be obtained by Developer from its general corporate counsel or such other counsel acceptable to the Corporation Counsel. If a tax-exempt City note will be issued on the Closing Date, then on the Closing Date, the City has received from special counsel an opinion regarding the tax-exempt status and enforceability of the City Note, in form and substance acceptable to Corporation Counsel.

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

5.08 Financial Statements. Developer has provided Financial Statements to DPD for its most recent three fiscal years and audited or unaudited interim financial statements.

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

5.10 Corporate Documents; Economic Disclosure Statement. Developer has provided a copy of its articles of organization containing the 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 Developer is qualified to do business; a secretary's certificate in such

form and substance as the Corporation Counsel may require; operating agreement of Developer; and such other corporate documentation as the City has requested.

Developer has provided to the City an EDS, dated as of the Closing Date, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Developer and any other parties required by this Section 5.10 to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

SECTION 5A. CONDITIONS PRECEDENT TO EACH INFRASTRUCTURE COMPONENT COMMENCEMENT LETTER

5A.01 Developer Obligations. The Developer covenants not to commence construction of an Infrastructure Component as identified on the Project Budget until the Developer has requested in writing, and the City has issued and delivered to the Developer, a Component Commencement Letter for that Infrastructure Component pursuant to this Section 5A. The Developer's delivery of such request for a Component Commencement Letter shall constitute a certification to the City, as of the date of such request, that 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 under this Agreement or any related agreement, and the representations and warranties contained in this Agreement and any related agreement are true and correct. The following conditions shall have been complied with to the City's satisfaction on or prior to the issuance of each Component Commencement Letter:

(a) Project Budget. The Developer has submitted to DPD, and DPD has approved, a Project Budget for the Infrastructure Component in accordance with the provisions of Section 3.03 hereof;

(b) Scope Drawings and Plans and Specifications. The Developer has submitted to DPD, and DPD has approved, the Scope Drawings and Plans and Specifications for the Infrastructure Component in accordance with the provisions of Section 3.02 hereof;

(c) Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation for the Infrastructure Component, and has submitted evidence thereof to DPD;

(d) Financing. The Developer has furnished proof satisfactory to the City that the Developer has Equity and/or Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Infrastructure Component and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, Developer has furnished proof, as of the date the Developer submits the request for the Component Commencement Letter, that the proceeds

thereof are available to be drawn upon by Developer as needed and are sufficient (along with the Equity and other sources set forth in Exhibit E) to complete the Infrastructure Component. Developer has delivered to DPD a copy of the construction escrow agreement entered into by Developer regarding the Lender Financing, if any. Any liens against the Infrastructure Component Property in existence at the date the Developer submits the request for the Component Commencement Letter have been subordinated to certain encumbrances of the City set forth in this Agreement pursuant to a subordination agreement, in a form acceptable to the City, executed on or before the Closing Date, which is to be recorded, at Developer's expense, with the Cook County Clerk's Office;

(e) Title. The Developer has furnished the City with a copy of the Title Policy for the Infrastructure Component Property, certified by the Title Company, dated within 45 days of the date the Developer submits the request for a Component Commencement Letter, showing the Developer as the named insured and satisfying the requirements described in Section 5.02;

(f) Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches, updated within 45 days of the date the Developer submits the request for a Component Commencement Letter, as described under Section 5.03, showing no liens against the Developer, the Infrastructure Component Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens;

(g) Surveys. The Developer has furnished the City with three (3) copies of the Survey, dated within 45 days of the date the Developer submits the request for a Component Commencement Letter;

(h) Insurance. The Developer, at its own expense, has insured Infrastructure Component Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DPD;

(i) Opinion of the Developer's Counsel. On the date the Developer submits the request for a Component Commencement Letter, the Developer has furnished the City with an opinion of counsel in form and substance acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions required by the Corporation Counsel, such opinions must be obtained by Developer from its general corporate counsel or such other counsel acceptable to the Corporation Counsel.

(j) Evidence of Prior Expenditures. The Developer has provided evidence satisfactory to DPD of the Prior Expenditures in accordance with the provisions of Section 4.05(a);

(k) Documentation. The Developer has provided documentation satisfactory to DPD and the DOH Construction and Compliance with respect to current employment matters on the prior and pending Infrastructure Components of the Project, the MBE/WBE utilization plan for the pending Infrastructure Component of the Project, and a progress report containing all current information, if any, requested under Section 8.07 herein, and DPD has approved the same; provided, each such MBE/WBE utilization report will be in the format of the City's Schedule D, D-1, D-2, and D-3 "Compliance Plan Regarding MBE&WBE Utilization"; and provided, further,

concurrent with the submission of each such utilization report, Developer must also identify the efforts of outreach, inclusion, and workforce development engaged in by Developer concerning MBE/WBE contracting;

(l) Environmental. The Developer has provided DPD with copies of any updated or new phase I environmental audit or phase II environmental audit with respect to the Property, other than those previously delivered to the City under Section 5.09, together with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits;

(m) Corporate Documents; Economic Disclosure Statement. The Developer has provided a copy of its Articles of Organization or Articles of Incorporation, as applicable, 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 or similar instrument in such form and substance as the Corporation Counsel may require; operating agreement of the entity; and such other organizational documentation as the City has requested; and an Economic Disclosure Statement, in the City's then current form, dated the date the Developer submits the request for a Component Commencement Letter;

(n) 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 that will or may affect the ability of the Developer to complete the pending Infrastructure Component of the Project in accordance with this Agreement, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance;

(o) [Intentionally Omitted].;

(p) Construction Contract. The Developer has submitted a copy of the Construction Contract for the pending Infrastructure Component of the Project pursuant to the requirements of Section 6.01 herein; and

(q) Non-Commencement of Construction. There is no evidence that construction on the Infrastructure Component has yet commenced.

5A.02 City Actions. The City shall promptly review each request for a Component Commencement Letter and shall reasonably detail any deficiencies for the Developer to correct. Upon the City's satisfaction with the Developer's documents as set forth in Section 5A.01 above for each pending Infrastructure Component of the Project, City will issue a Component Commencement Letter to Developer in the form set forth in Exhibit J hereto.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) Except as set forth in Section 6.01(b) below, prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago. For the TIF-Funded Infrastructure Components, Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner unless otherwise approved by DPD. If Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Infrastructure Components, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. The 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 Infrastructure Components shall be provided to DPD within ten (10) 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 Approved Plans and Specifications have been approved by DPD and all requisite permits have been obtained.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor proposed to be paid out of City Funds shall not exceed 10% of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors.

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

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

6.04 Employment Opportunity. 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 MBE/WBE 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 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 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Infrastructure Components shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION

7.01 Inspection and Turnover. Upon substantial completion of the Work for any Infrastructure Component that is to be owned by the City, Developer shall notify CDOT and the applicable City departments, and the City shall promptly inspect the Work jointly with the Developer. The Developer shall provide any necessary documentation, including test protocols and preliminary test results in advance of the inspection with sufficient time for reasonable review. In connection with the inspection, Developer shall, at its own expense, perform all tests and demonstrations reasonably requested by the City. Following the completion of the inspection, City will provide a punch list of items of Work that are to be completed by Developer prior to final acceptance by the City. Upon Developer's final completion of such Work, including all required items on the punch list, all in accordance with the applicable permits and customary procedures for such turnover, including assignments of warranties and commitment for subsequent delivery of as-built plans, City shall accept the Work. In connection with the acceptance of the Work, the Developer shall deliver a comprehensive bill of sale for all improvements turned over to the City and the City shall acknowledge such bill of sale. The Parties agree to act reasonably to arrange the simultaneous closing of the applicable Dedications and Real Property Transactions for such Work with the necessary turnover of the applicable Infrastructure Component. Following turnover and acceptance of any Work as provided herein, City shall be deemed to have a right of entry to the Infrastructure Component Property to the extent reasonably required for its ownership and maintenance of the Work turned over and accepted by City; provided however, that Developer will have no responsibility to maintain such Work after turnover and acceptance, except as otherwise provided by agreement with the City or pursuant to applicable Law.

7.02 Dedications and Real Property Transactions. Simultaneously with or before the inspection, turnover, final completion and acceptance procedures in Section 7.01 applied to each of the applicable Infrastructure Components, City shall accept corresponding Dedications and Real Property Transactions consistent with customary and legally required City procedures, including required City Council approvals of all plats of dedication. Parties agree to act reasonably to coordinate and effect such simultaneous closings and turnovers.

7.03 Infrastructure Component Completion Certificate. Upon completion of each Infrastructure Component, and if applicable, turnover in accordance with Section 7.01, as

identified on the Project Budget in accordance with the terms of this Agreement, and upon the Developer's written request, DPD shall issue to the Developer the applicable Infrastructure Component Completion Certificate set forth below, each in recordable form. No Infrastructure Component Completion Certificate shall be issued unless DPD is satisfied that the Developer has fulfilled all of the following obligations that pertain to the Infrastructure Component Completion Certificate being requested:

(a) General Conditions applicable to each Infrastructure Component Completion Certificate

(i) The City's Monitoring and Compliance Unit has verified that, at the time the Infrastructure Component Completion Certificate is issued, the Developer is in full compliance with City requirements set forth in Section 10.01, Section 10.02, Section 10.03 (M/WBE) and Section 8.09 (Prevailing Wage) with respect to construction of the Infrastructure Component for which the Developer seeks an Infrastructure Component Completion Certificate; provided that the Developer may, at its election, aggregate multiple Infrastructure Components for the purpose of demonstrating compliance with City requirements set forth in Section 10.01, Section 10.02, Section 10.03 (M/WBE) and Section 8.09 (Prevailing Wage).

(ii) Evidence acceptable to DPD that the Total Project Cost ("TPC") of each Infrastructure Component is equal to, or in excess of, the TPC for that item in Exhibit E. If the final overall cost is less than the TPC, the City funds will be reduced on a dollar-for-dollar basis.

(iii) The Developer has submitted to DPD adequate documentation of Project Costs incurred and paid by Developer for the Infrastructure Component equal to or exceeding the Guaranteed Maximum Price for the applicable Infrastructure Component.

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

(v) Certification by CDOT, DPD or the corresponding public authority, as applicable, that the Infrastructure Component has been completed and built in accordance with Approved Plans and Specifications and the Planned Development.

(vi) Evidence that the Developer has complied with Section 7.01 and 7.02.

(vii) With respect to any Infrastructure Component that has been started but not completed, the Developer has furnished proof reasonably acceptable to the City that the Developer has or will have Equity and Lender Financing in the amounts set forth in Exhibit E hereof to complete such Infrastructure Component and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof or will furnish proof at the

subsequent closing of the Lender Financing, as applicable, that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity and other sources set forth in Exhibit E) to complete the construction work contemplated in order to obtain the next Infrastructure Component Completion Certificate.

(viii) Evidence acceptable to DPD that the Developer has complied with the Sustainable Development Policy for the Project.

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

7.04 Effect of Issuance of Infrastructure Component Completion Certificate; Continuing Obligations. Those covenants specifically described at Sections 8.02 (Covenant to Redevelop), 8.19 (Real Estate Provisions), 8.20(b) (Covenant to Remain in the City) and 8.21 (Annual Compliance Report) as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Infrastructure Component Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of an Infrastructure Component Completion Certificate; provided, that upon the issuance of an Infrastructure Component Completion Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of an Infrastructure Component Completion Certificate shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.14 of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder.

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

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

(b) if any City Notes remain to be issued, at the City's option, elect not to issue the City Note;

(c) the right to seek reimbursement of the City Funds from Developer for any payments made for an Infrastructure Component which the Developer has commenced but not completed subject to all cure rights and Term extensions, provided that the City is entitled to rely on an opinion of bond counsel that such reimbursement will not jeopardize the tax-exempt status of the City Note;

(d) the right to redeem one or more City Note from amounts on deposit in any City Note Proceeds account or subaccount created pursuant to the Construction Escrow, subject to the terms of the City Note(s); and

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

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

(a) Developer is a Delaware limited liability company duly organized, validly existing, qualified and registered 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) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

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

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Developer has acquired and shall maintain good, indefeasible and merchantable fee simple title to the Infrastructure Component 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), including holding sufficient title and interest to the Infrastructure Component Property to be able to enter into this Agreement and bind the Infrastructure Component Property to the obligations herein, including those related to the Dedications and Property Transfers;

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

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

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

(h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer is bound which would materially, adversely affect its ability to comply with its obligations under this Agreement;

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

(j) 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 unless authorized by an ordinance duly adopted by the City Council; (2) subject to Section 18.14 hereof, sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Infrastructure Component Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business unless authorized by an ordinance duly adopted by the City Council; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity (except as required in connection with Lender Financing or tax credit equity investment for the Project), or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition; provided, however, that the foregoing notwithstanding, City consent shall not be required for a (i) transfer through a deed or ground lease from the Developer to one of Developer's subsidiaries or Affiliates, or to an entity controlled by, under the control of, or under common control with the Developer or (ii) transfer or ground lease of some or all of the Property, but specifically excluding the Infrastructure Component Property, to third party developers for development;

(k) Developer has not incurred, and shall not, without the prior written consent of the DPD Commissioner, allow the existence of any liens against the Project which are not promptly discharged or which are being legally contested other than the Permitted Liens or Non-Governmental Charges; or incur any indebtedness, secured or to be secured by Project or any fixtures now or hereafter attached thereto, except Lender Financing; and

(l) Developer 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 Developer nor any affiliate of Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

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

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

(p) Intentionally omitted;

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

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Approved Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Approved Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and

codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section 8.02 shall run with the Infrastructure Component Property land and be binding upon any transferee for the Term of the Agreement, but shall be deemed satisfied upon issuance by the City of an Infrastructure Component Completion Certificate with respect thereto.

8.03 Redevelopment Plan. Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan, as in effect on the date hereof.

8.04 Use of City Funds. City Funds disbursed to Developer shall be used by Developer solely to pay for or reimburse Developer for its payment of the TIF-Funded Infrastructure Components as provided in this Agreement.

8.05 Other Bonds. Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for the TIF-Funded Infrastructure Components (the "Bonds"); provided, however, that any such amendments shall not have a material adverse effect on Developer, the Project or any City Note holder; provided, further, that no such amendment shall impose on Developer any covenant, restriction, or payment obligation that would constitute a "private payment" or guarantee under Section 141 of the Internal Revenue Code of 1986, as amended, or otherwise jeopardize the tax-exempt status of any City obligations. Developer shall, at Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Warranty. Following the issuance of an Infrastructure Component Completion Certificate, the Developer will provide the City with a warranty against defective materials and workmanship with respect to such Infrastructure Component for a term of one year (the "Warranty Period"). Any defects identified during the Warranty Period must be repaired and replaced to the satisfaction of the City at the Developer's expense. Any such repair or replacement shall have a Warranty Period of one year from said repair or replacement date.

8.07 Employment Opportunity; Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 8.20, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when an Infrastructure Component is 25%, 50%, 75% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which Developer shall correct any shortfall.

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

8.09 Prevailing Wage. Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09. Notwithstanding the foregoing, if the Project is subject to the requirements of the Davis-Bacon Act, then (x) pursuant to 820 ILCS 130/11, Section 11 of the Illinois Prevailing Wage Act (820 ILCS 130/0/01 et seq.), the prevailing wage requirements ascertained by the Department shall not apply to the Project, and (y) Developer shall comply with the Davis-Bacon Act with respect to the Project.

8.10 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 Infrastructure Component. Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

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

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

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

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

8.15 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 Infrastructure Component 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 Infrastructure Component Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. Developer shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

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

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

(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 Infrastructure Component 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; or

(iii) in lieu of providing a bond or other security set forth above, the Developer, at its sole cost and expense, shall be permitted to insure over the outstanding Non-Governmental Charge; provided that Developer delivers to the City evidence of removal of the applicable Non-Governmental Charge in the form of a recently dated title commitment from the Title Company.

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

8.17 Compliance with Laws.

(a) Representation. To the best of Developer's knowledge, after diligent inquiry, the Infrastructure Component Property and the Project are and shall be, as and when required, in compliance with all applicable Laws pertaining to or affecting the Project and the Infrastructure Component Property provided that such representation shall not apply to Infrastructure Components that are dedicated or conveyed to the City after such dedication or conveyance, as applicable. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

(b) Covenant. Developer covenants that the Infrastructure Component Property and the Project will be operated and managed in compliance with all Laws; provided that such covenant shall not apply to Infrastructure Components that are dedicated or conveyed to the City after such dedication or conveyance, as applicable.

8.18 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, at Developer's expense, against the Property on the date hereof in the Cook County Clerk's Office. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. Upon recording, Developer shall immediately transmit to the City an executed copy of this Agreement showing the date and recording number of record. Upon subdivision of the Property and the issuance of new PINs, the City shall execute and deliver a release of this Agreement to the Developer for all portions of the Property except the Infrastructure Component Property. It is the intent that following issuance of new PINs, this Agreement shall only encumber those future lots of record listed in Exhibit A. In addition, the City shall cooperate with Developer requests for City confirmation to third party developers and lenders that this Agreement does not encumber, and is not intended to bind or benefit any transferee of, any portion of the Property other than the Infrastructure Component Property.

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

(a) Governmental Charges.

(i) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Infrastructure Component Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon Developer or all or any portion of the Infrastructure Component Property or the Project. "Governmental Charge" means all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Infrastructure Component Property or the Project including but not limited to real estate taxes. This provision is not intended to impose on the Developer personal or other liability for Governmental Charges that is not otherwise imposed under the Law governing the applicable Governmental Charge. This provision is not intended to impose any requirement on the Developer that would cause real property taxes relating to the Project

or the Infrastructure Component Property to fail to have a generally applicable manner of collection.

(ii) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Infrastructure Component 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 by Law. This provision is not intended to change the generally applicable manner of collection or contest of the Governmental Charges otherwise set forth in the Law governing the applicable Governmental Charge.

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

(b) 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 Infrastructure Component Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

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

(c) Real Estate Taxes. Developer agrees to notify the City in writing at least 30 days prior to initiating, seeking, or applying for any real estate tax incentive or classification change under the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time, that would reduce the assessed valuation of the Infrastructure Component Property below the then-current assessed valuation. This notice requirement shall not restrict

Developer's right to seek any such incentive or classification change.

(d) Notification to the Cook County Assessor of Change in Use and Ownership. If applicable, (i) within 30 days after the Closing Date, Developer shall complete a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor that there has been a change in use and ownership of the Infrastructure Component Property; (ii) on the Closing Date, Developer shall pay to the Title Company the cost of sending the notification to the Cook County Assessor via certified mail, return receipt requested; and (iii) after delivery of the notification, Developer shall forward a copy of the return receipt to DPD, with a copy to the City's Corporation Counsel's office.

(e) Tax-Exempt Note Limitations. Notwithstanding any other provision of this Agreement, no provision of this Agreement shall be construed to (i) require the Developer to make any payment, directly or indirectly, that constitutes a "private payment" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, (ii) restrict the Developer's right to contest or appeal any property tax assessment in accordance with generally applicable law, or (iii) create a guarantee, pledge, or other credit support by the Developer for the City's payment obligations on any tax-exempt City Note. The City's obligation to pay any tax-exempt City Note is limited solely to Available Incremental Taxes, and Developer shall have no obligation to make any payment on account of any deficiency in Available Incremental Taxes.

8.20 Jobs Covenant; Covenant to Remain in the City.

(a) Jobs Covenant. The Developer will aspire to create approximately two hundred (200) temporary full-time equivalent Infrastructure Component construction-related jobs on the job-site (the "Jobs"). Throughout the Term of the Agreement, the Developer shall submit certified employment reports disclosing the number of Jobs at the Project, and following information for each employee:

- Employee status as full-time or part-time
- ZIP code for their primary residency
- Total employment tenure in months
- Wages above or below the "Living Wage" rate as defined for that year

to DPD as a part of the Developer's submission of the Annual Compliance Report.

(b) Covenant to Remain in the City. Developer hereby covenants and agrees to continuously operate within the City and the Infrastructure Component Property and maintain the entirety of the Project in the manner described herein throughout the Term of the Agreement; provided, however that the Developer shall have no obligation to operate or maintain the Roadways, the 606 Extension, any public utility facilities or other public improvements after conveyance thereof to the City or the applicable utility operator.

Unless otherwise stipulated in the DEMA, as defined in Section 8.24, Developer shall ensure that the Infrastructure Components, except as referenced in Section 8.20(b) above, remain in good working order and in compliance with applicable municipal, state, and federal standards for the

duration of the Compliance Period. Such obligations shall include, at a minimum: (i) routine preventative maintenance on all systems and equipment; (ii) prompt repair of any Infrastructure Components that fall below applicable performance or safety standards; (iii) maintaining all required operating permits and certifications; and (iv) ensuring uninterrupted functionality of any Infrastructure Components that serve a public purpose or are shared with adjacent properties or rights-of-way. Temporary interruptions necessitated by repair, replacement, or force majeure events (as set forth in Section 18.16) shall not constitute a breach of this Section 8.20(b), provided Developer promptly undertakes remediation and notifies the City within forty-five (45) days of any material disruption.

8.21 Annual Compliance Report.

(a) Beginning with the issuance of the first Infrastructure Component Completion Certificate and continuing throughout the Term of the Agreement, Developer shall submit to DPD the Annual Compliance Report within sixty (60) days after the end of the calendar year to which the Annual Compliance Report relates. Failure by Developer to submit the Annual Compliance Report shall constitute an Event of Default under Section 15.01 hereof. The covenants set forth in this Section 8.21 shall run with the Infrastructure Component Property land and be binding upon any transferee for the Term of the Agreement.

(b) Starting when the first Infrastructure Component Completion Certificate is issued and continuing throughout the Term of the Agreement, Developer shall cause to be submitted to DPD each calendar year an Annual Report of Incremental Taxes not later than March 1st of the subsequent calendar year. Failure by Developer to submit the Annual Report of Incremental Taxes on or before March 1st of a relevant year shall constitute an Event of Default under Section 15.01, without notice or opportunity to cure pursuant to Section 15.03; provided, however, that the Developer shall not be in default if it fails to submit a complete Annual Report of Incremental Taxes due to the failure of one or more governmental bodies to make such information available to the general public at least 30 days prior to the due date of such report; provided, further, that in such an event, the Developer shall timely submit the Annual Report of Incremental Taxes omitting only such unavailable information, and shall supplement the Annual Report of Incremental Taxes within 30 days after such information becomes publicly available. If Developer defaults in submitting the Annual Report of Incremental Taxes in any year, the City may engage its own financial consultant to prepare the report and the cost thereof shall be reimbursed to the City from City Funds to the extent available for payments on the City Note.

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

8.23 Intentionally omitted.

8.24 Development and Maintenance Agreement. Prior to issuance of building permits for the first principal building, the Developer will enter into a development and maintenance agreement (the “DEMA”) with the City for the construction, maintenance and management of the River Adjacent Single Family Home Section and Parks Infrastructure Components. The DEMA obligations shall be binding upon the Developer, its successors and express assigns, including but not limited to a homeowners or master association whose purpose includes maintaining the River Adjacent Single Family Home Section and Parks. Upon completion of the River Adjacent Single Family Home Section and Parks Infrastructure Components, the public access provided for herein shall be memorialized in a public access easement agreement (which may be included in the DEMA) with and for the benefit of the City. The recording and other costs associated with establishing the easement shall be the responsibility of the Developer. A copy of said public access easement agreement shall be on file with DPD.

8.25 FOIA and Local Records Act Compliance.

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

(b) Exempt Information. Documents that Developer submits to the City as part of the 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 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 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 Continuing Information Agreement. Developer covenants and agrees as follows

(a) For each tax collection year following the date the first Infrastructure Component Completion Certificate is issued pursuant to Section 7.03, Developer shall engage a recognized financial consultant to prepare an annual continuing information report (the “Consultant’s Report”) that sets forth as of its date the following information:

(i) a description of the Redevelopment Area, including all redevelopment agreements relating to the Redevelopment Area;

(ii) a description of the Project;

(iii) a status update of the Project, including information on construction, occupancy, leasing or sales, as applicable;

(iv) a listing of the top ten taxpayers in the Redevelopment Area; and

(v) for the property within the Redevelopment Area from which incremental taxes will be used to pay the City Note(s), by tax codes or PINs, as applicable, for the last five collection years:

(A) the equalized assessed value;

(B) the initial equalized assessed value;

(C) the incremental equalized assessed value;

(D) the composite tax rates;

(E) the available incremental taxes;

(F) the debt service of the City Note(s); and

(G) the debt service coverage ratio.

(b) The Consultant's Report shall be signed by the consultant and available to Developer no later than February 1 following each tax collection year. If Developer fails to obtain the Consultant's Report by the date required, DPD may engage its own financial consultant to prepare the report and the cost thereof shall be reimbursed to the City from monies available in the TIF Fund.

(c) Each Consultant's Report shall include in a prominent place the following disclaimer:

"The City's Office of Budget and Management ("OBM") produces five year District Projection Reports for each TIF district in the City for the purpose of evaluating resources and project balances. This information is used by the OBM to determine how much funding has been committed and how much funding is available for potential projects. The reports and the projections including therein are not audited and do not represent a final accounting of funds. The reports are not prepared for investors or as a basis for making investment decisions with respect to any notes, bonds or other debt obligations of the City that are payable from available incremental taxes. Investors in such obligations are cautioned not to rely on any of the information contained in the District Projection Reports."

(d) If any Consultant's Report contains projections, the consultant shall consider the publicly available TIF-wide projections from the OBM and provide an explanation as to the discrepancy, if any, between the consultant's projections and those of OBM. In addition, the consultant shall state in the Consultants Report all assumptions used in formulating the projections.

(e) Developer shall cause the following documents to be disseminated through the Electronic Municipal Market Access ("EMMA") system for municipal securities disclosure maintained by the Municipal Securities Rulemaking Board (the "MSRB") or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended:

(i) Within five (5) days of the issuance of a City Note:

(A) This Agreement, including the specimen of the City Note;

(B) The original feasibility study delivered to DPD; and

(C) On the date of the closing of any third party sale of the City Note or any beneficial interests therein by Developer: the private placement or limited offering memorandum used by or on behalf of Developer in connection with the sale.

(ii) By February 15 of each year:

(A) All redevelopment agreements with respect to the Redevelopment Area that have been made publicly available by DPD;

(B) Annual financial statements of the Redevelopment Area that have been made publicly available by DPD; and

(C) The Consultant's Report.

(f) Developer shall deliver to DPD each of the documents set forth in subparagraph (e) above on the date such documents are disseminated through EMMA.

(g) Developer shall be responsible to pay or make provision for all costs and expenses relating to Developer's obligations under this Agreement, including but not limited to the fees and expenses of the Consultant and the costs of filing with EMMA. 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.

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

Section 7 hereof upon the issuance of an Infrastructure Component Completion Certificate) shall be in effect throughout the Term of the Agreement.

8.28 Intentionally omitted.

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.

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 the 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 provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the 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” means 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 DPD Commissioner 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 DPD Commissioner, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

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

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

When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 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. MBE/WBE Commitment. Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor(s) 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 "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit F 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 Project) shall be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such

work, product or service, and such other information as may assist the City's monitoring staff in determining Developer's compliance with this MBE/WBE commitment. Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by Developer, on five Business Days' notice, to allow the City to review Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

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

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

(g) Prior to the commencement of the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of the City Grant to Developer or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

[This section is subject to change based on 2FM review]

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, Approved Plans and Specifications and all amendments thereto and the Redevelopment Plan.

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

SECTION 12. INSURANCE

[This section is subject to change based on RM review]

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, insuring all operations related to the Agreement.

A. Before execution and delivery of this Agreement.

1) Workers' Compensation and Employer's Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

2) Commercial General Liability

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, 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, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Sub-developers, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Developer may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Developer. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

City must be provided additional insured status with respect to liability arising out of Developer's work, services or operations and completed operations performed on behalf of City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. City's additional insured status must apply to liability and defense of suits arising out of Developer's acts or omissions, whether such liability is attributable to the Contactor or to City. The full policy limits and scope of protection also will apply to City as an additional insured, even if they exceed City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Developer's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to City.

3) Automobile Liability

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by Developer. Limits of not less than \$1,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

4) Blanket Crime

When applicable, Developer must maintain Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in

the possession of Developer at any given time under this Agreement.

B. Construction of Public Infrastructure. Before the commencement of the construction of any portion of the Project, until final completion, Developer or its Contractor shall procure and maintain, or cause its architects, contractors, subcontractors, project managers, and other parties constructing the Project to procure and maintain, the following types and amounts of insurance:

1) Workers' Compensation and Employer's Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

2) Commercial General Liability

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of five (5) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Insured may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Insured. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

City must be provided additional insured status with respect to liability arising out of Insured's work, services or operations and completed operations performed on behalf of City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. City's additional insured status must apply to liability and defense of suits arising out of any Insured's acts or omissions, whether such liability is attributable to the Insured or to City. The full policy limits and scope of protection also will apply to City as an additional insured, even if they exceed City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Insured's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to City.

3) Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained with limits of not less than \$1,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

4) Umbrella or Excess Liability

Umbrella or Excess Liability Insurance must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the Excess or Umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to City.

A combination of primary and Excess/Umbrella policies may be used to satisfy the limits of liability required under Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

5) Professional Liability

Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000 per claim. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted, when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of five (5) years.

6) Pollution Liability

When any remediation work or services performed involves a potential pollution risk that may arise from the operations in connection with the project that may fall under the scope and direction of Developer, Developer must maintain applicable Pollution Liability Insurance with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate per policy period of one year. Coverage must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation, disposal and if applicable, include transportation and owned and non-owned disposal site coverage.

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 five (5) years. If the services involve lead based paint or asbestos identification/remediation, the Policy shall not contain a lead-based paint or asbestos exclusion.

City must be provided with an additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of City. City's additional insured status must apply to liability and defense of suits arising out of Developer's acts or omissions, whether such liability is attributable to Developer or to City on an additional insured endorsement form acceptable to City. City is to be named as an additional insured on a primary, non-contributory basis. Developer and any Subcontractor(s) shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

The full policy limits and scope of protection shall also apply to City as an additional insured, even if they exceed City's minimum limits required herein. Developer's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to City.

7) Builders Risk (Course of Construction)

When any construction, including improvements, betterments, and/or repairs to real property, is undertaken, 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. Coverage(s) must include, but are not limited to, the following: material stored off-site and in-transit; collapse; water, including leakage, overflow, sewer backup or seepage; debris removal; landscaping; and faulty workmanship or materials. City of Chicago is to be named as an additional insured and loss payee.

8) Valuable Papers

When any plans, designs, drawings, specifications, media, data, records, reports, and other 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 re-creation and reconstruction of such records.

9) Railroad Protective Liability

When, in connection with this Agreement, any work is to be done within 50 feet adjacent to or on property owned by a railroad or public transit entity, Developer shall procure and maintain, or cause to be procured and maintained, with respect to the operations that Developer or any Subcontractor shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than

\$2,000,000 per occurrence, combined single limit, 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.

10) Marine Protection & Indemnity

When Developer undertakes any marine operation in connection with this Agreement, Developer must provide, or cause to provide, Marine Protection & Indemnity coverage with limits of not less than \$1,000,000 per occurrence. Coverage must include, but not be limited to: property damage and bodily injury to third parties; injuries to crew members if not provided through other insurance; damage to wharves; piers and other structures; and collision. City of Chicago is to be named as an additional insured.

11) Blanket Crime

When applicable, Developer must maintain Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Developer at any given time under this Agreement.

12) Property

Developer is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement. Developer is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Developer.

C. Post Construction.

1) All Risk Property

Developer shall maintain All Risk Property Insurance for the portion of the project owned or controlled by the Developer. Coverage shall be written on a replacement cost basis and shall include, without limitation, building/facility, structures, improvements, materials, systems and equipment. City is to be named as an additional insured and loss payee/mortgagee if applicable.

D. Additional Requirements

Evidence of Insurance. Developer must furnish City of Chicago, Certificates of Insurance (COI) and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages

have an expiration or renewal date occurring during the term of the Agreement. Developer must submit evidence of insurance prior to execution of Agreement. The receipt of any COI does not constitute agreement by City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of Agreement. The failure of City to obtain, nor City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Developer, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by City of any of the required insurance provisions. Developer must advise all insurers of the Agreement provisions regarding insurance. City in no way warrants that the insurance required herein is sufficient to protect Developer for liabilities which may arise from or relate to the Agreement. City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of Developer to comply with required coverage and terms and conditions outlined herein will not limit Developer's liability or responsibility nor does it relieve Developer of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Developer must provide for sixty (60) days prior written notice to be given to City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. A copy of the physical endorsements must accompany the Certificate of Insurance for General Liability, Excess Liability, Automobile Liability and Workers' Compensation in order to comply with the insurance requirements.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer.

Waiver of Subrogation. Developer hereby waives its rights and its insurer(s)' rights of, and agrees to require their insurers to waive their rights of, subrogation against City under all required insurance herein for any loss arising from or relating to this Agreement. Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether City receives a waiver of subrogation endorsement for Developer's insurer(s).

Developers Insurance Primary and Noncontributory. For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory. Any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A-, Class VIII, unless otherwise approved by City.

No Limitation as to Developer's Liabilities. The coverages and limits furnished by Developer in

no way limit Developer's liabilities and responsibilities specified within the Agreement or by law.

Insurance not Limited by Indemnification. 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.

Insurance and Limits Maintained. If Developer maintains higher limits and/or broader coverage than the minimums shown herein, City requires and shall be entitled the higher limits and/or broader coverage maintained by Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Joint Venture or Limited Liability Company. 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.

Other Insurance obtained by Developer. If Developer desires additional coverages, Developer will be responsible for the acquisition and cost.

Insurance required of Developer, Contractor and Subcontractors. Developer shall name the Subcontractor(s) as a named insured(s) under Developer's insurance or Developer will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation, Employers Liability, and when applicable Excess/Umbrella Liability, Professional Liability, Cyber Liability, and/or Pollution Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. Developer must ensure that coverage(s) is sufficient to cover any potential risks or damages arising from Subcontractor's work. Unless otherwise specified, the appropriate coverage limits for Subcontractor(s) may be determined by Developer, but these limits must be adequate to cover all potential liabilities. Should Developer accept coverage limits from Subcontractor(s) less than those outlined in Section A, Developer shall be responsible for any gap in the required coverage limits in the event of a loss. Developer shall determine if Subcontractor(s) must also provide any additional coverages. Developer is responsible for ensuring that each Subcontractor has named City of Chicago as an additional insured where required and provide evidence of additional insured status on an endorsement form acceptable to City. Developer is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in Section B, Additional Requirements. When requested by City, Developer must provide to City all physical copies of Certificates of Insurance and additional insured endorsements or other evidence of insurance. City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of Subcontractor(s) to comply with required coverage(s) and terms and conditions outlined herein will not limit Developer's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, City, Department of Finance, Risk Management Division maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnatee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

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

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

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

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

provided, however, that Developer shall have no obligation to an 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

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

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

SECTION 15. DEFAULT AND REMEDIES

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

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

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

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

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

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

non-statutory proceedings involving Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

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

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

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

(k) prior to the end of the Term of the Agreement, a majority of the ownership interests of Developer are sold or transferred where an Affiliate of the Developer does not remain in control of the Developer without the prior written consent of the City or any sale, transfer, conveyance, lease or other disposition of all or substantially all of Developer's assets or any portion of the Infrastructure Component Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business or as otherwise expressly permitted by this Agreement;

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

(m) The failure of Developer to obtain all Infrastructure Component Completion Certificates prior to the 10th anniversary of the Closing Date.

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

15.02 Remedies. Subject in all respects to the security documents delivered in connection with the issuance of any City Notes, upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, where an Event of Default is due to failure to complete an Infrastructure Component, place a lien on the Project in the amount of City Funds paid for such Infrastructure Component not completed, and/or seek reimbursement of any City Funds paid where an Event of Default is due to failure to complete an Infrastructure Component and City Funds have been paid for such Infrastructure Component; provided, however, notwithstanding any conflicting provision herein, upon issuance of a tax-exempt City Note the City's obligations to make payments on such tax-exempt City Note shall be vested without defense to payment (other than insufficiency of Available Incremental Taxes) including as a result of an Event of Default, and the City's obligation to make payments on the tax-exempt City Note shall survive any termination of this Agreement.

Subject to the foregoing, 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.

15.03 Curative Period. In the event Developer shall fail to perform a monetary obligation 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 obligation within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event Developer shall fail to perform a non-monetary obligation which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that no cure period shall apply to Developer's failure to comply with Section 7.05 or 8.01(j).

The security documents delivered in connection with the issuance of any City Notes may provide for additional cure rights to the trustee for, or holders of, such instruments.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date of this Agreement with respect to the Infrastructure Component Property or any portion thereof that were made before or on the date of this Agreement in connection with Lender Financing and which are Permitted Liens are referred to in this Agreement as 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 Infrastructure Component 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 Infrastructure Component 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 Infrastructure Component 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 Infrastructure Component 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 an Infrastructure Component Completion Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Infrastructure Component Property or any portion thereof without the prior written consent of the DPD Commissioner.

SECTION 17. NOTICE

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

If to the City: City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner	If to Developer: Foundry Park Properties KP7, LLC 14 West Superior Street, Suite 200 Chicago, Illinois 60654 Attention: Jim Letchinger
With Copies To: City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division	With Copies To: Dykema Gossett PLLC 10 South Wacker Drive, Suite 2300 Chicago, Illinois 60606 Attention: Andrew P. Scott
	With Copies To: Kayne Anderson Real Estate One Town Center Road, 3 rd Floor Boca Raton, Florida 33486 Attention: _____

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

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement the Redevelopment Plan without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those

set forth in Sections 10.02 and 10.03 hereof) by more than ten percent (10%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than ninety (90) days.

18.02 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.

18.03 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. No member or manager of the Developer, no member or manager of an Affiliate of the Developer, and no Affiliate, or any successors in interest, shall be liable to the City in the event of any default or breach by the Developer or for any amount which may become due to the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 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.

18.05 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.

18.06 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.

18.07 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.

18.08 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.

18.09 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.

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

18.11 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.

18.12 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.

18.13 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the DPD Commissioner, or any matter is to be to the City's, DPD's or the DPD 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 DPD Commissioner in writing, in the reasonable discretion thereof. The DPD Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the certificate or otherwise administering this Agreement for the City.

18.14 Assignment. Until Infrastructure Components financed by City Note(s) have been completed as evidenced by issuance of the Infrastructure Component Completion Certificates for Crescent Park, Fitness Park, Foundry Point Park East Section, Foundry Point Park West Section, River Adjacent Single Family Home Section, River Edge Improvements, Roadways, Site Prep/General, Triangle Park and 606 Extension, the Developer's interest in this Agreement shall not be sold, assigned, or otherwise transferred in whole or in part unless authorized by an ordinance duly adopted by the City Council; provided, however, the foregoing shall not apply to the Developer's execution of a Collateral Assignment. Any successor in interest to Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 (Real Estate Provisions) and 8.27 (Survival of Covenants) hereof, for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect. This Agreement shall be binding upon only the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of only Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, including but not limited to Section 8.18, this Agreement shall not inure to the benefit of, bind, 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.

18.16 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 events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, promptly 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.

18.17 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.

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

18.19 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.

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

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

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

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

FOUNDRY PARK PROPERTIES KP7, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

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 _____ (the "Representative"), personally known to me to be the [manager] of Foundry Park Properties KP7, LLC, a Delaware limited liability company ("Developer"), 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 the Representative signed, sealed, and delivered said instrument, pursuant to the authority given to the Representative by Developer, as the Representative's free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____

Notary Public

My Commission Expires _____

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

CITY OF CHICAGO

By: _____
Commissioner of Planning and Development

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 _____, personally known to me to be the Commissioner of Planning and Development (the "Commissioner") 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 the Commissioner signed, sealed, and delivered said instrument, pursuant to the authority given to the Commissioner by the City, as the Commissioner's free and voluntary act and as the free and voluntary act of City, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires _____

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

CITY OF CHICAGO

By: _____
Commissioner of Transportation

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 _____, personally known to me to be the Commissioner of Transportation (the "Commissioner") 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 the Commissioner signed, sealed, and delivered said instrument, pursuant to the authority given to the Commissioner by the City, as the Commissioner's free and voluntary act and as the free and voluntary act of City, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY
[SUBJECT TO TITLE AND SURVEY]

Legal Description:

LOTS 3, 4, 5, 6, 7, 8, 9 & 10 IN LINCOLN YARDS NORTH RESUBDIVISION, RECORDED MAY 11, 2023, AS DOCUMENT NUMBER 2313113134, BEING A RESUBDIVISION OF VARIOUS LOTS, BLOCKS AND VACATED PUBLIC RIGHTS OF WAY IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

PROPERTY 1:

PARCEL 1:

THAT PART OF LOT 11 IN BLOCK 2 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE PARALLEL TO AND 100 FEET SOUTH OF THE NORTH LINE OF SAID LOT 11, SAID NORTH LINE BEING THE SOUTH LINE OF CORTLAND AVENUE, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 3 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE PARALLEL TO AND 133 FEET SOUTH OF THAT NORTH LINE OF SAID LOT 3 (EXCEPT THAT PART THEREFROM CONVEYED BY BENJAMIN CARPENTER AND WIFE TO HENRY HAYWOOD, CHARLES I. BLOOMFIELD AND THOMAS BRUCE BY DEED DATED OCTOBER 23, 1858 AND RECORDED IN COOK COUNTY REGISTRY BOOK 158 PAGE 639) AND (EXCEPT NORTH 33 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOTS 9, 10 AND 11 IN BLOCK 2 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN FALLING WITHIN THE FOLLOWING DESCRIBED LAND: ALL THAT PORTION OF LOTS 8 TO 11 IN BLOCK 2 IN SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE 34 FOOT RIGHT OF WAY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF CORTLAND STREET (FORMERLY CLYBOURN STREET) AND THE WESTERLY LINE OF KINGSBURY STREET (FORMERLY

HAWTHORNE STREET); THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID KINGSBURY STREET 248.9 FEET TO A POINT WHERE THE EASTERLY LINE OF LOT 8 INTERSECTS THE NORTHERLY LINE OF SAID RAILROAD COMPANY'S 34 FOOT RIGHT OF WAY; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY WHICH IS A CURVE TO THE LEFT HAVING A RADIUS OF 697 FEET TO A POINT IN THE WEST LINE OF SAID LOT 11 A DISTANCE OF 109.3 FEET SOUTH OF THE SOUTH LINE OF SAID CORTLAND STREET; THENCE NORTH ON SAID WEST LINE OF LOT 11 FOR A DISTANCE OF 109.3 FEET TO THE SOUTH LINE OF CORTLAND STREET; THENCE EAST ALONG SAID SOUTH LINE 87.16 FEET TO THE PLACE OF BEGINNING (EXCEPT THAT PART OF LOT 11 LYING NORTH OF A LINE PARALLEL TO AND 100 FEET SOUTH OF THE NORTH LINE OF SAID LOT 11, SAID NORTH LINE BEING THE SOUTH LINE OF CORTLAND STREET;

ALSO EXCEPT THE FOLLOWING DESCRIBED LAND: ALL THAT PORTION OF LOTS 9 AND 10 IN BLOCK 2 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE 34 FEET RIGHT-OF-WAY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF SOUTH LINE OF CORTLAND STREET (FORMERLY CLYBOURN STREET) AND THE WESTERLY LINE OF KINGSBURY STREET (FORMERLY HAWTHORNE STREET); THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID KINGSBURY STREET, 248.9 FEET TO THE POINT OF INTERSECTION OF THE WESTERLY LINE OF SAID KINGSBURY STREET AND THE NORTHERLY LINE OF THE SAID RAILROAD COMPANY'S 34 FEET RIGHT-OF-WAY; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID KINGSBURY STREET 29.54 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY PERPENDICULAR TO THE WESTERLY LINE OF SAID KINGSBURY STREET 11.25 FEET TO THE NORTHERLY LINE OF THE SAID RAILROAD COMPANY'S 34 FEET RIGHT-OF-WAY, THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY WHICH IS A CURVE TO THE LEFT HAVING A RADIUS OF 697 FEET A LENGTH OF 66.82 FEET; THENCE EASTERLY 42.13 FEET TO THE WESTERLY LINE OF KINGSBURY STREET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID KINGSBURY STREET 45.59 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT THERE FROM THAT PART OF LOT 9 FALLING IN THE FOLLOWING DESCRIBED LAND: ALL THAT PORTION OF LOTS 8 AND 9 IN BLOCK 2 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE 34 FEET RIGHT-OF-WAY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION SOUTH LINE OF CORTLAND STREET (FORMERLY CLYBOURN STREET) AND THE WESTERLY LINE OF KINGSBURY STREET (FORMERLY HAWTHORNE STREET); THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID KINGSBURY STREET, 248.9 FEET TO THE POINT OF BEGINNING WHERE THE WESTERLY LINE OF SAID KINGSBURY STREET INTERSECTS THE NORTHERLY LINE OF THE RAILROAD COMPANY'S 34 FEET RIGHT-OF-WAY; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT-OF-WAY WHICH IS A CURVE TO THE LEFT HAVING A RADIUS OF 697 FEET A LENGTH OF 31.61 FEET; THENCE NORTHERLY PERPENDICULAR TO THE WESTERLY LINE OF KINGSBURY STREET 11.25 FEET TO THE WESTERLY LINE

OF SAID KINGSBURY STREET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID KINGSBURY STREET 29.54 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AS RESERVED IN AGREEMENT FOR EASEMENT DATED AUGUST 24, 1995 AND RECORDED AS DOCUMENT 96293051 OVER AND UPON THE SERVIENT ESTATE AS SET FORTH THEREIN.

CONTAINING, IN THE AGGREGATE, 50,598 SQUARE FEET OF 1.16 ACRES, MORE OR LESS.

PROPERTY 2:

PARCEL 1:

THAT PART OF LOT 3 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF AND ADJOINING LOT 7 IN LINCOLN YARDS NORTH RESUBDIVISION IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 32 AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET WITH THE SOUTH LINE OF WEST CORTLAND STREET; THENCE SOUTH 46 DEGREES 43 MINUTES 07 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF KINGSBURY STREET 217.66 FEET TO THE MOST EASTERLY CORNER OF LOT 7 AFORESAID; THENCE SOUTH 43 DEGREES 16 MINUTES 53 SECONDS WEST, PERPENDICULAR TO SAID SOUTHWESTERLY LINE, BEING ALSO THE MOST EASTERLY SOUTHEASTERLY LINE OF LOT 7 AFORESAID 37.96 FEET TO A SOUTH LINE THEREOF; THENCE ALONG SAID SOUTH LINE 220.45 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 673.00 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS NORTH 79 DEGREES 14 MINUTES 01 SECONDS WEST, A DISTANCE OF 219.46 FEET TO A POINT ON THE EAST LINE OF LOT 3 AFORESAID, BEING 166.34 FEET SOUTH OF THE NORTHEAST CORNER THEREOF AND THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 41 MINUTES 57 SECONDS EAST ALONG SAID EAST LINE 34.66 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 3; THENCE SOUTH 43 DEGREES 18 MINUTES 03 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE 125.44 FEET, MORE OR LESS TO THE EDGE OF WATER OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE ALONG SAID EDGE OF WATER PASSING INTO LOT 3 AFORESAID THE FOLLOWING 3 COURSES AND DISTANCES: THENCE NORTH 49 DEGREES 46 MINUTES 38 SECONDS WEST 51.36 FEET; THENCE NORTH 70 DEGREES 53 MINUTES 56 SECONDS WEST 50.08 FEET; THENCE NORTH 83 DEGREES 39 MINUTES 22 SECONDS WEST 11.37 FEET TO AN INTERSECTION WITH A LINE DRAWN SOUTH, PERPENDICULAR TO THE SOUTH LINE OF WEST CORTLAND STREET, FROM A POINT 185.00 FEET WEST OF THE AFOREMENTIONED EAST LINE OF SAID LOT 3, AS MEASURED ALONG SAID SOUTH LINE, BEING ALSO AN EASTERLY LINE OF LOT 7 AFORESAID;

THENCE NORTH 01 DEGREES 41 MINUTES 57 SECONDS WEST ALONG SAID PERPENDICULAR LINE 56.00 FEET TO A POINT 147.01 FEET SOUTH FROM SAID SOUTH LINE OF WEST CORTLAND STREET, BEING ALSO ON A SOUTH LINE OF LOT 7 AFORESAID; THENCE ALONG SAID SOUTH LINE 186.09 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 676.33 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS NORTH 84 DEGREES 04 MINUTES 26 SECONDS EAST A DISTANCE OF 185.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 9 TO 11 INCLUSIVE IN BLOCK 2 OF THE SUBDIVISION OF LOTS 1 AND 2 OF BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE NORTH BRANCH OF THE CHICAGO RIVER, LYING SOUTH OF LOT 7 IN LINCOLN YARDS NORTH RESUBDIVISION IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 32 AFORESAID, AND LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF THE NORTHEAST CORNER OF SAID LOT 11, BEING ALSO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET WITH THE SOUTH LINE OF WEST CORTLAND STREET: THENCE SOUTH 46 DEGREES 43 MINUTES 07 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF KINGSBURY STREET 217.66 FEET TO THE MOST EASTERLY CORNER OF LOT 7 AFORESAID; THENCE SOUTH 43 DEGREES 16 MINUTES 53 SECONDS WEST, PERPENDICULAR TO SAID SOUTHWESTERLY LINE, BEING ALSO THE MOST EASTERLY SOUTHEASTERLY LINE OF LOT 7 AFORESAID, 37.96 FEET TO THE POINT OF BEGINNING OF SAID LINE: THENCE CONTINUING SOUTH 43 DEGREES 16 MINUTES 53 SECONDS WEST 256.34 FEET TO EDGE OF WATER OF THE NORTH BRANCH OF THE CHICAGO RIVER AND THE POINT OF TERMINUS, IN COOK COUNTY, ILLINOIS.

Common address: 2001 North Southport Avenue Chicago, Illinois 60614

The "Project PINs" shall be:

14-32-120-016-0000
14-32-130-028-0000
14-32-131-012-0000
14-32-131-013-0000
14-32-135-020-0000
14-32-302-005-0000
14-32-302-010-0000
14-32-302-011-0000
14-32-303-006-0000
14-32-303-007-0000
14-32-303-008-0000
14-32-303-013-0000
14-32-303-016-0000
14-32-303-017-0000
14-32-303-018-0000
14-32-501-016-0000

Future Legal Description of the Infrastructure Project Property upon approval and recordation of plats of subdivision, dedication and vacation:

LOTS _____ IN FOUNDRY PARK RESUBDIVISION, IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED ON _____, AS DOCUMENT NUMBER # _____; ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B

TIF-FUNDED INFRASTRUCTURE COMPONENTS

Budget figures subject to change prior to Closing Date. Total TIF eligible amount not subject to change. Start Dates, End Dates and Approx Months to be updated to match for consistency with Section 3.01.

USE	AMOUNT	TIF PERCENT	TIF ELIGIBLE
Site Prep / General	\$ 6,722,678	100%	\$ 6,722,678
Roadways	\$ 98,769,868	100%	\$ 98,769,868
Triangle Park	\$ 21,961,102	100%	\$ 21,961,102
River Adj - Single Family Home Section	\$ 13,565,712		\$ 6,782,856
<i>River Wall - SFH Section</i>	\$ 6,797,499	50%	\$ 3,398,750
<i>River Adj - SFH Section</i>	\$ 6,768,213	50%	\$ 3,384,106
Crescent Park	\$ 21,750,474		\$ 17,782,152
<i>Crescent Park</i>	\$ 13,813,829	100%	\$ 13,813,829
<i>River Wall - Crescent Park Section</i>	\$ 3,974,434	50%	\$ 1,987,217
<i>River Adj - Crescent Park Section</i>	\$ 3,962,211	50%	\$ 1,981,105
Fitness Park	\$ 13,561,743		\$ 8,257,896
<i>Fitness Park</i>	\$ 2,954,050	100%	\$ 2,954,050
<i>River Wall - Fitness Park Section</i>	\$ 5,314,006	50%	\$ 2,657,003
<i>River Adj - Fitness Park Section</i>	\$ 5,293,687	50%	\$ 2,646,844
Foundry Point Park West Section	\$ 15,231,467		\$ 8,879,068
<i>Foundry Point Park West Section</i>	\$ 2,526,670	100%	\$ 2,526,670
<i>River Wall - Foundry Point Park West Section</i>	\$ 6,365,737	50%	\$ 3,182,869
<i>River Adj - Foundry Point Park West Section</i>	\$ 6,339,060	50%	\$ 3,169,530
Foundry Point Park East Section	\$ 25,165,645		\$ 14,839,787
<i>Foundry Point Park East Section</i>	\$ 4,513,929	100%	\$ 4,513,929
<i>River Wall - Foundry Point Park East Section</i>	\$ 10,351,242	50%	\$ 5,175,621
<i>River Adj - Foundry Point Park East Section</i>	\$ 10,300,474	50%	\$ 5,150,237
606 Extension	\$ 18,161,145	100%	\$ 18,161,145
TOTAL	\$ 234,889,834	86%	\$ 202,156,552

USE	AMOUNT	TIF PERCENT	TIF ELIGIBLE
Site Prep / General	\$ 6,722,678	100%	\$ 6,722,678
Roadways	\$ 98,769,868	100%	\$ 98,769,868
Parks	\$ 45,769,580	100%	\$ 45,769,580
Riverfront	\$ 65,466,563	50%	\$ 32,733,282
606 Extension	\$ 18,161,145	100%	\$ 18,161,145
Total	\$ 234,889,834	86%	\$ 202,156,552

*Notwithstanding the total of TIF-Funded Infrastructure Components 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 Project Budget.

EXHIBIT C

SCOPE DRAWINGS AND APPROVED PLANS AND SPECIFICATIONS
[not attached for ordinance]

EXHIBIT D

DEDICATIONS AND PROPERTY TRANSACTIONS
[not attached for ordinance]

EXHIBIT E
PROJECT BUDGET

USE	AMOUNT	TIF PERCENT	TIF ELIGIBLE
Site Prep / General	\$ 6,722,678	100%	\$ 6,722,678
Roadways	\$ 98,769,868	100%	\$ 98,769,868
Triangle Park	\$ 21,961,102	100%	\$ 21,961,102
River Adj - Single Family Home Section	\$ 13,565,712		\$ 6,782,856
<i>River Wall - SFH Section</i>	\$ 6,797,499	50%	\$ 3,398,750
<i>River Adj - SFH Section</i>	\$ 6,768,213	50%	\$ 3,384,106
Crescent Park	\$ 21,750,474		\$ 17,782,152
<i>Crescent Park</i>	\$ 13,813,829	100%	\$ 13,813,829
<i>River Wall - Crescent Park Section</i>	\$ 3,974,434	50%	\$ 1,987,217
<i>River Adj - Crescent Park Section</i>	\$ 3,962,211	50%	\$ 1,981,105
Fitness Park	\$ 13,561,743		\$ 8,257,896
<i>Fitness Park</i>	\$ 2,954,050	100%	\$ 2,954,050
<i>River Wall - Fitness Park Section</i>	\$ 5,314,006	50%	\$ 2,657,003
<i>River Adj - Fitness Park Section</i>	\$ 5,293,687	50%	\$ 2,646,844
Foundry Point Park West Section	\$ 15,231,467		\$ 8,879,068
<i>Foundry Point Park West Section</i>	\$ 2,526,670	100%	\$ 2,526,670
<i>River Wall - Foundry Point Park West Section</i>	\$ 6,365,737	50%	\$ 3,182,869
<i>River Adj - Foundry Point Park West Section</i>	\$ 6,339,060	50%	\$ 3,169,530
Foundry Point Park East Section	\$ 25,165,645		\$ 14,839,787
<i>Foundry Point Park East Section</i>	\$ 4,513,929	100%	\$ 4,513,929
<i>River Wall - Foundry Point Park East Section</i>	\$ 10,351,242	50%	\$ 5,175,621
<i>River Adj - Foundry Point Park East Section</i>	\$ 10,300,474	50%	\$ 5,150,237
606 Extension	\$ 18,161,145	100%	\$ 18,161,145
TOTAL	\$ 234,889,834	86%	\$ 202,156,552

USE	AMOUNT	TIF PERCENT	TIF ELIGIBLE
Site Prep / General	\$ 6,722,678	100%	\$ 6,722,678
Roadways	\$ 98,769,868	100%	\$ 98,769,868
Parks	\$ 45,769,580	100%	\$ 45,769,580
Riverfront	\$ 65,466,563	50%	\$ 32,733,282
606 Extension	\$ 18,161,145	100%	\$ 18,161,145
Total	\$ 234,889,834	86%	\$ 202,156,552

Budget figures subject to change prior to Closing Date. Total TIF eligible amount not subject to change. Start Dates, End Dates and Approx Months to be updated to match for consistency with Section 3.01.

EXHIBIT F

MBE/WBE¹ BUDGET

Infrastructure Component	Hard Cost and Site Prep	Soft Cost	Total Cost	MBE	WBE
Site Prep / General	\$ 376,250	\$ 6,346,428	\$ 6,722,678	\$ 112,875	\$ 37,625
606 Extension	\$ 14,616,121	\$ 3,545,023	\$ 18,161,145	\$ 4,384,836	\$ 1,461,612
Roadways	\$ 79,264,097	\$ 19,505,772	\$ 98,769,869	\$ 23,779,229	\$ 7,926,410
Triangle Park	\$ 19,887,500	\$ 2,073,602	\$ 21,961,102	\$ 5,966,250	\$ 1,988,750
River Adj - SFH Section*	\$ 11,354,283	\$ 2,211,430	\$ 13,565,712	\$ 3,406,285	\$ 1,135,428
Crescent Park	\$ 10,716,188	\$ 3,097,641	\$ 13,813,829	\$ 3,214,856	\$ 1,071,619
Crescent Park Section*	\$ 6,638,742	\$ 1,297,903	\$ 7,936,645	\$ 1,991,623	\$ 663,874
Fitness Park	\$ 1,776,988	\$ 1,177,061	\$ 2,954,049	\$ 533,096	\$ 177,699
Fitness Park Section*	\$ 8,876,311	\$ 1,731,382	\$ 10,607,693	\$ 2,662,893	\$ 887,631
Foundry Point Park West	\$ 1,918,897	\$ 607,774	\$ 2,526,670	\$ 575,669	\$ 191,890
Foundry Point Park West Section*	\$ 10,633,082	\$ 2,071,715	\$ 12,704,797	\$ 3,189,925	\$ 1,063,308
Foundry Point Park East	\$ 2,894,551	\$ 1,619,378	\$ 4,513,929	\$ 868,365	\$ 289,455
Foundry Point Park East Section*	\$ 17,290,316	\$ 3,361,400	\$ 20,651,716	\$ 5,187,095	\$ 1,729,032
Total	\$ 186,243,326	\$ 48,646,508	\$ 234,889,834	\$ 55,872,998	\$ 18,624,333
<i>*River Adjacent Infrastructure Component</i>					

1 Compliance with MBE/WBE and City resident obligations shall be tested on an Infrastructure-Component-by-Infrastructure-Component basis. The Develop may, at its election, aggregate multiple Infrastructure Components for purposes of demonstrating compliance.

EXHIBIT G

PRIOR EXPENDITURES

[not attached for introduction]

EXHIBIT H

FORM OF TAX-EXEMPT CITY NOTE

INVESTMENT IN THIS NOTE INVOLVES A HIGH DEGREE OF RISK. IT IS SUITABLE ONLY FOR PERSONS WHO ARE ABLE TO BEAR THE ECONOMIC RISKS OF THIS INVESTMENT, INCLUDING TOTAL LOSS. NO ASSURANCE CAN BE PROVIDED THAT THE HOLDER OF THIS NOTE WILL NOT LOSE ITS ENTIRE INVESTMENT IN THIS NOTE. SEE "NOTEHOLDER RISKS" ATTACHED TO THIS NOTE.

THIS NOTE IS SUITABLE ONLY FOR PERSONS WHO HAVE NO NEED FOR LIQUIDITY. THIS NOTE MAY ONLY BE TRANSFERRED IN THE MANNER AND SUBJECT TO THE LIMITATIONS PROVIDED IN THE REDEVELOPMENT AGREEMENT.

THE CITY DOES NOT ENDORSE PROJECTIONS OF ANY KIND FROM ANY SOURCE AS TO THE SUFFICIENCY OF ALLOCATED AVAILABLE INCREMENTAL TAXES TO PAY PRINCIPAL OF AND INTEREST ON THIS NOTE. INVESTORS WHO RELY ON SUCH PROJECTIONS DO SO AT THEIR OWN RISK.

PRINCIPAL OF AND INTEREST ON THIS NOTE ARE PAYABLE SOLELY FROM ALLOCATED AVAILABLE INCREMENTAL TAXES ON DEPOSIT IN THE [] ACCOUNT, AS DEFINED IN THE HEREINAFTER DEFINED REDEVELOPMENT AGREEMENT. THE HOLDER OF THIS NOTE ACCEPTS THE RISK THAT THE AMOUNT OF ALLOCATED AVAILABLE INCREMENTAL TAXES MAY NOT BE SUFFICIENT TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

REGISTERED

NO. R-1

PRINCIPAL
AMOUNT

\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK
CITY OF CHICAGO

TAX INCREMENT ALLOCATION REVENUE NOTE (_____
REDEVELOPMENT PROJECT), [TAX-EXEMPT SERIES [A]

Registered Owner: [Developer]

ISSUE DATE:

Interest Rate: ____ per annum

Maturity Date: _____, _____ [not to exceed twenty years from issuance date]

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note, in accordance with the ordinance hereinafter referred to in the principal amount of \$_____ and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

Principal of and interest on this Note, payable solely from the Available Incremental Taxes (as defined in the hereinafter defined Redevelopment Agreement), is due February 1 of each year and on the Maturity Date, until the earlier of Maturity or until this Note is paid in full. A principal amortization schedule is attached as an exhibit to this Note. Payments shall first be applied to interest. Interest on this Note due on February 1 and _____ shall be paid from amounts on deposit in a capitalized interest fund maintained by _____ pursuant to [insert trust and depository documents] The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in fully registered form in the principal amount of \$_____ for the purpose of paying the costs of certain eligible redevelopment project costs incurred by _____ [INSERT NAME OF DEVELOPER] (the "Project"), which are to be [acquired], [constructed] and [installed] in connection with the development of an

approximately [____ acre/____ square foot] site/building in the _____ Redevelopment Project Area (the “Project Area”) in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the “TIF Act”) , the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and an Ordinance adopted by the City Council of the City on , ____ (the “Ordinance”), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the TIF Act and the Ordinance, in order to pay the principal of and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY, AND PRINCIPAL OF AND INTEREST ON THIS NOTE ARE PAYABLE SOLELY FROM ALLOCATED AVAILABLE INCREMENTAL TAXES ON DEPOSIT IN THE _____ ACCOUNT OF THE TIF FUND (AS DEFINED IN THE ORDINANCE [AND REDEVELOPMENT AGREEMENT]). THE HOLDER OF THIS NOTE ACCEPTS THE RISK THAT THE AMOUNT OF ALLOCATED AVAILABLE INCREMENTAL TAXES MAY NOT BE SUFFICIENT TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

The Note shall be subject to partial redemption from unexpended proceeds in the Construction Escrow upon completion of the Project as more fully described in Section [_____] of the Construction Escrow Agreement among the City, the Developer and [Name of Title Company].

The principal of this Note is also subject to redemption on any date on or after [insert date that is five years after the date of issuance], as a whole or in part, at a redemption price of 100%

of the principal amount thereof being redeemed, plus accrued interest to the date of redemption. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than fifteen (15) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

THIS NOTE MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT TO (I) AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) or (7) UNDER THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT") THAT DELIVERS TO THE CITY AN INVESTOR LETTER IN THE FORM OF EXHIBIT I TO THE REDEVELOPMENT AGREEMENT REFERENCED BELOW, OR (II) A PERSON (OTHER THAN A DEALER) WHOM THE SELLER REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" WITHIN THE MEANING OF RULE 144A(a)(1) UNDER THE SECURITIES ACT. ANY HOLDER OF THIS NOTE IS REQUIRED TO NOTIFY ANY POTENTIAL PURCHASER OF THIS NOTE OF THE RESALE RESTRICTIONS REFERRED TO ABOVE. This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement dated as of [_____, ____] between the City and the Registered Owner (the "Redevelopment Agreement"), the Registered Owner has agreed to [acquire] and [construct] the Project and to advance funds for the [construction of certain facilities] related to the Project on behalf of the City and to be reimbursed from amounts on deposit in the Construction Escrow. The cost of such acquisition and construction in the amount of \$[_____] shall be deemed to be a disbursement of the proceeds of this Note.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

This Note may be transferred only in the manner and subject to the limitations provided in Section [18.21] of the Redevelopment Agreement.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of _____, ____.

Mayor

(SEAL)
Attest:

City Clerk

CERTIFICATE
OF
AUTHENTICATION

Registrar
and Paying
Agent

Comptroller of the
City of Chicago,
Cook County, Illinois

This Note is described in the
within mentioned Ordinance and
is the Tax Increment Allocation
Revenue Note (_____
Redevelopment Project), [Tax-Exempt]
Series [A], of the City of
Chicago, Cook County, Illinois.

Comptroller
Date:

[Note: Use Applicable Definition: (Available Incremental Taxes v. Incremental Taxes)]

[The following “Noteholder Risks” constitutes an integral part of this Note.]

NOTEHOLDER RISKS

The purchase of or investment in the Note involves certain risks. Each prospective holder or purchaser of the Note, or any interest therein, should make an independent evaluation of the financial and business risks associated with holding or having an investment interest in the Note. Certain of these risks are set forth below. The following summary is not intended to be complete and does not purport to identify all possible risks that should be considered by prospective holders of the Note or any interests therein. Capitalized terms used herein have the meanings set forth in the Note.

All prospective holders of the Note are urged to consult with their financial adviser and legal counsel before acquiring the Note or any interest therein.

Loss of Investment

Investment in the Note involves a high degree of risk. It is suitable only for persons who are able to bear the economic risks of the investment, including total loss. No assurance can be provided that prospective holders of the Note will not lose their entire investment in the Note.

Lack of Liquidity

The Note is suitable only for persons who have no need for liquidity. The transferability of the Note is restricted. The Note may only be transferred in the manner and subject to the limitations provided in the Redevelopment Agreement. Investors in the Note must be prepared to hold the Note until the maturity of the Note.

Reliance on Projections

The City does not endorse projections of any kind from any source as to the sufficiency of Available Incremental Taxes to pay principal of and interest on the Note. Investors who rely on any such projections do so at their own risk.

The City’s Office of Budget and Management (“OBM”) produces five-year projection reports for each TIF district in the City for the purpose of evaluating resources and project balances (“District Projection Reports”). This information, which is currently publicly available, is used by the OBM to determine how much funding has been committed and how much funding is available for potential projects. The District Projection Reports and the projections included therein are not audited and do not represent a final accounting of funds. The District Projection Reports are not prepared for investors or as a basis for making investment decisions with respect to any notes, bonds or other debt obligations of the City that are payable from Incremental Taxes, including the Note. Prospective investors in the Note are cautioned not to rely on any of the information contained in the District Projection Reports.

Limited Obligations

THE NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM THE ALLOCATED AVAILABLE INCREMENTAL TAXES AFTER PAYMENT OF ALL OBLIGATIONS HAVING A PRIORITY OVER THE NOTE, IF ANY, AND SHALL BE A VALID CLAIM ONLY AGAINST SAID SOURCES. THE NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE NOTEHOLDER HAS NO RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OF OR INTEREST ON THE NOTE.

There can be no assurance that Available Incremental Taxes will be sufficient for payment of amounts due and owing on the Note.

Limited Information

The Note was issued to the Developer under the Redevelopment Agreement as part of a commercial transaction negotiated by the Developer and the City. [The Developer] engaged a [consultant] to deliver a [feasibility report][projection report] to the City in connection with the Project, which included certain information about the Project Area, the Project and historical and projected Available Incremental Taxes. The report contained information as of its date only, and neither the Developer nor any other party have any obligation to update the report as of any subsequent date.

The City is under no continuing obligation to provide to any holder or prospective holder of the Note, or to post to the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board or any other website, any current or updated information with respect to the Project Area, the Project, the historical and projected Available Incremental Taxes or the Note. The City does not prepare or have readily available any current or updated information about the Project Area, the Project or the Available Incremental Taxes.

Unavailability of City Funds

The City is not obligated to pay principal of or interest on the Note in any year in which there are inadequate Available Incremental Taxes. The City is obligated to pay the amount of any unpaid principal or accrued interest in any subsequent year but only to the extent of the availability of Available Incremental Taxes for those subsequent years. If, on the maturity date of the Note, any outstanding unpaid principal or interest on the Note exists for any reason, including without limitation the inadequacy of Available Incremental Taxes, such outstanding principal and/or interest will be forgiven in full and the City will have no further obligation to pay such outstanding amount. In such event, there would be no further payments of principal or interest in respect of the Note.

Risk of Failure to Maintain Levels of Assessed Valuation

[USE THE FOLLOWING PARAGRAPH IF THE NOTE PAYMENTS WILL BE PAID FROM PROJECT PINS ONLY]

There can be no assurance that the equalized assessed value of the Project property will remain the same throughout the term of the Note. Furthermore, the successful petition or application of any owner for the reduction of the assessed value of the Project property may cause the equalized assessed value of the [Property/Land/Project – USE THE RDA DEFINED TERM FOR THE REAL PROPERTY] to be less than the originally projected equalized assessed value. If any time during the term of the Note the actual equalized assessed value is less than what was projected, the generation of Available Incremental Taxes for payment on the Note is likely to be significantly impaired.

[USE THE FOLLOWING PARAGRAPH IF THE NOTE PAYMENTS WILL BE PAID FROM PROJECT AREA-WIDE INCREMENT]

There can be no assurance that the equalized assessed value of the Project property will remain the same throughout the term of the Note. Furthermore, the successful petition or application of any owner for the reduction of the assessed value of the Project property or any other properties in the Project Area may cause the equalized assessed value of properties in the Project Area to be less than the originally projected equalized assessed value. If any time during the term of the Note the actual equalized assessed value is less than what was projected, the generation of Available Incremental Taxes for payment on the Note is likely to be significantly impaired.

Risk of Change in Incremental Taxes

Prospective holders of the Note should carefully consider, among other factors, the risks associated with the ultimate generation of Available Incremental Taxes in the Project Area. These risks include, but are not limited to, the following:

1. Property tax rates are calculated by the Cook County Clerk for numerous funds of a number of taxing districts that tax all or part of the property in the Project Area. A reduction in the tax levies by the affected taxing districts may have an adverse effect on the Available Incremental Taxes.

2. Further changes may be made in the real property tax system by the State of Illinois or Cook County. Such changes could include various property tax rollbacks, abatements, exemptions, changes in the ratio of assessment, or relief measures, limitations on the amount or percent of increase in tax levies by taxing districts, or other measures that would limit the tax levy amount that could be extended to the property within the Project Area and, consequently, the projected Available Incremental Taxes generated. For example, if Illinois adopted practices used in other states, the property tax system could be changed so that schools would be financed from a source other than property taxes. This type of change could have a significant adverse effect upon Available Incremental Taxes.

3. Cook County's methodology and procedures used to assess the value of property may be altered resulting in a potentially reduced or altered valuation in a particular year or succession of years.

FUTURE LEGISLATION, REGULATIONS, GOVERNMENTAL OR JUDICIAL INTERPRETATION OF REGULATIONS OR LEGISLATION OR PRACTICES AND PROCEDURES RELATED TO PROPERTY TAX ASSESSMENT, LEVY, COLLECTIONS OR DISTRIBUTION COULD HAVE A MATERIAL EFFECT ON THE CALCULATION OR AVAILABILITY OF INCREMENTAL TAXES COLLECTED OR DISTRIBUTED AND THEREFORE A MATERIAL EFFECT ON THE AMOUNT OF AVAILABLE INCREMENTAL TAXES FOR PAYMENT OF PRINCIPAL OF AND INTEREST ON THE NOTE.

Changes in Multiplier and Tax Rate

The equalization factor annually determined by the Illinois Department of Revenue for properties located within Cook County (commonly referred to as the "multiplier") may vary substantially in future years. A decrease in the multiplier would reduce the equalized assessed value of the taxable real property in the Project Area and, therefore, the Available Incremental Taxes available to pay principal of and interest on the Note. The future tax rates of the units of local government levying taxes in the Project Area either individually or on a composite basis, may differ from their historical levels. Any decrease in the composite tax rate of the governmental units would decrease the amount of Available Incremental Taxes available to pay principal of and interest on the Note. Any decrease in the composite tax rate of the governmental units could occur in future years as a result of various factors, including, but not limited to, one or more of the following: (a) reduced governmental costs; (b) constitutional or statutory spending or tax rate limitations; or (c) governmental reorganization or consolidation.

Economic Risks Affecting Incremental Taxes

Changing economic circumstances or events in the Project Area may result in reductions in Available Incremental Taxes available to pay principal of and interest on the Note. Relocations of major property owners to sites outside the Project Area or sales of major properties to tax-exempt entities could reduce the assessed valuation of the real properties in the Project Area. Substantial damage to or destruction of improvements within the Project Area could cause a material decline in assessed valuation and impair the ability of the taxpayers in the Project Area to pay their respective portions of real estate taxes. Similarly, there can be no assurance that the improvements in the Project Area will be sufficiently insured under fire and extended coverage insurance policies. Even if such insurance is sufficient, the proceeds thereof will not be assigned as security for the payment of real estate taxes or to secure payment of the Note. In addition, any insurance proceeds may not be sufficient to repair or rebuild said improvements. The restoration of such improvements may be delayed by other factors, or the terms of then-applicable mortgage financing could require the application of insurance proceeds to the reduction of mortgage balances. Any of the foregoing circumstances could result in the assessed valuation of property in the Project Area remaining depressed for an unknown period of time and decrease the amount of Available Incremental Taxes available to pay principal of and interest on the Note.

Results of operation of properties within the Project Area depend, in part, on sales, leases, rental rates and occupancy levels, which may be adversely affected by competition, suitability of the properties located in the Project Area, local unemployment, availability of transportation, neighborhood changes, crime levels in the Project Area, vandalism, rising operating costs and similar factors. Poor operating results of properties within the Project Area may cause delinquencies in the payment of real estate taxes, reduce assessed valuations and increase the risk of foreclosures. Successful petitions by taxpayers to reduce their assessed valuations could adversely affect Available Incremental Taxes available for payment of principal of and interest on the Note.

Failure to Sell or Lease Property

At the time of Note issuance, the redevelopment plan called for the Developer [to sell/lease to commercial or industrial enterprises/retailers prior to/in connection with] completion of the Project. The slowdown, stoppage or failure of the Developer to complete the Project and to successfully sell/lease the Project could delay or reduce the amount of Available Incremental Taxes generated in the Project Area. Such delay or reduction could lead to a default in payments of the principal of and interest on the Note.

Reliance on Primary Taxpayers

If one or only a few property owners within the Project Area are responsible for generating a substantial amount of the Incremental Taxes, the generation of Available Incremental Taxes could be significantly adversely affected if such owner or owners and/or their tenants discontinue or curtail their businesses or terminate or default on their leases, and substitutes or replacements cannot be made on a timely basis.

Force Majeure Conditions

Riots, civil disturbances, vandalism, fires, and natural disasters or other “Acts of God” affecting the conditions and viability of the Project Area may reduce or eliminate the receipt of Incremental Taxes which would result in the reduction or elimination of Available Incremental Taxes to pay principal of and interest on the Note.

Contiguous Project Areas

The Project Area is, or may become, contiguous with other redevelopment areas designated by the City pursuant to the TIF Act. The TIF Act allows the City to expend Incremental Taxes collected from the Project Area which are in excess of the amounts required in each year to pay and secure obligations issued and project costs incurred with respect to the Project Area to pay for costs eligible for payment under the TIF Act which are incurred in such contiguous areas. In the event Incremental Taxes from the Project Area in excess of Available Incremental Taxes, along with the amounts required to (i) pay principal and interest coming due on the Note in any year, and (ii) be deposited in other funds and accounts maintained under the Redevelopment Agreement, are allocated to a contiguous project redevelopment area, such excess Incremental Taxes will not be available to remedy any future failure to pay principal of and interest on the Note.

Risk of Delay in Payment

The failure of current or future owners of real property in the Project Area to remit property taxes to Cook County when due or the failure of Cook County to timely remit Incremental Taxes to the City could result in insufficient Available Incremental Taxes being available to pay principal of or interest on the Note when due.

Delays in Exercising Remedies

The enforceability of the Note is subject to applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally and of liens securing such rights, and the police powers of the State of Illinois and its political subdivisions. Because of delays inherent in obtaining judicial remedies, it should not be assumed that these remedies could be accomplished rapidly.

Remedies available to the Noteholder may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Note, or to preserve the tax-exempt status of the Note. The Note is not subject to acceleration due to payment default. Lack of remedies may entail risks of delay, limitation, or modification of the rights of the Noteholder. Judicial remedies, such as foreclosure and enforcement of covenants, are subject to exercise of judicial discretion.

Risk of Transferee Becoming a Debtor in Bankruptcy

If a transferee of the Note were to become a debtor under the United States Bankruptcy Code or applicable state laws, a creditor or trustee in bankruptcy of the transferee might argue that the sale of the Note by the transferee constituted a fraudulent conveyance or a pledge of the Note rather than a sale. If such positions were accepted by a court, then delays in principal and interest payments to the Noteholder could occur or reductions in the amounts of such payments could result. Additionally, if the transfer of the Note is re-characterized as a pledge, then a tax lien, governmental lien or other lien created by operation of law on the property of the transferee could have priority over the holder's interest in the Note.

Loss of Tax Exemption

Interest on the Note could become includible in gross income for federal income tax purposes retroactive to the date of issuance of the Note as a result of a failure of the City to comply with certain provisions of the Internal Revenue Code of 1986, as amended (the "Code"). An event of taxability does not trigger a mandatory redemption of the Note, and the Note will remain outstanding to maturity or until redeemed.

THE ABOVE IS NOT INTENDED TO BE A COMPREHENSIVE DISCUSSION OF ALL POTENTIAL RISKS ASSOCIATED WITH THE NOTE.

* * * * *

PRINCIPAL PAYMENT RECORD

DATE OF PAYMENT

PRINCIPAL PAYMENT

PRINCIPAL BALANCE DUE

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto [NAME OF ASSIGNEE] the within Note and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Registered Owner

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to by:

CITY OF CHICAGO
DEPARTMENT OF PLANNING AND DEVELOPMENT

BY:

ITS:

CITY OF CHICAGO
DEPARTMENT OF FINANCE

BY:

ITS:

CERTIFICATION OF EXPENDITURE

(Closing Date)

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
\$ _____ Tax Increment Allocation Revenue Note
(_____ Redevelopment Project, [Tax-Exempt] Series [A])
(the "Redevelopment Note")

This Certification is submitted to you, Registered Owner of the Redevelopment Note, pursuant to the Ordinance of the City authorizing the execution of the Redevelopment Note adopted by the City Council of the City on _____, ____ (the "Ordinance"). All terms used herein shall have the same meaning as when used in the Ordinance.

The City hereby certifies that \$ _____ is advanced as principal under the Redevelopment Note as of the date hereof. Such amount has been properly incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Ordinance and has not been the basis of any previous principal advance. As of the date hereof, the outstanding principal balance under the Redevelopment Note is \$ _____, including the amount of this Certificate and less payment made on the Redevelopment Note.

IN WITNESS WHEREOF, the City has caused this Certification to be signed on its behalf as of (Closing Date).

CITY OF CHICAGO

By: _____
_____, Commissioner of Planning and
Development

AUTHENTICATED BY:

REGISTRAR

EXHIBIT I

FORM OF INVESTOR LETTER

_____, 20__

City of Chicago
Department of Planning and Development
121 N. LaSalle Street, Suite 1000
Chicago, Illinois 60602
Attention: Commissioner

Re: \$[_____] City of Chicago, Illinois Tax Increment Allocation Revenue Note
([_____] Redevelopment Project) Series [] issued to [_____]

Ladies and Gentlemen:

The undersigned (the "Investor") is the acquirer of the above-described note (the "Note"). The undersigned acknowledges that the Note was issued by the City of Chicago (the "City") for the purpose of paying the costs of certain eligible redevelopment project costs incurred by Foundry Park Properties KP7, LLC, a Delaware limited liability company (the "Developer") which were incurred in connection with the development of public infrastructure improvements (the "Project") in the Cortland and Chicago River Redevelopment Project Area (the "Redevelopment Area") in the City of Chicago.

The undersigned acknowledges that the Note was issued pursuant to an ordinance adopted by the City Council of the City on _____, 2026 (the "Project Ordinance") and The Foundry Redevelopment Agreement dated as of _____, 2026 and recorded on _____, 2026 as Document Number _____ in the Cook County Clerk's Office (the "Agreement") by and between the City and the Developer.

In connection with the acquisition of the Note by the Investor, the Investor hereby makes the following representations upon which the City may rely:

1. The Investor is a [_____] duly formed, validly existing and in good standing under the laws of the State of [_____] and has authority to acquire the Note and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with the acquisition of the Note.

[2. The Investor is an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) of the Securities and Exchange Commission (the "Commission") promulgated under the Securities Act of 1933, as amended (the "Securities Act") or a "qualified institutional buyer" within the meaning of Rule 144A of the Commission promulgated under the Securities Act. ¹]

¹ If the Investor is a broker or dealer and is purchasing the Note with a view toward any distribution, sale or resale of the Note or any beneficial interest therein, replace paragraph 2 with the following:

[2. The Investor is a “dealer” meeting the requirements of Rule 144A(a)(1)(ii) or (iii) of the Commission promulgated under the Securities Act.]

3.The Investor has sufficient knowledge and experience in financial and business matters, including the acquisition and ownership of notes issued by municipalities, to be able to evaluate the merits and risks of its investment in the Note, and the Investor is able to bear any economic risk associated with its investment in the Note.

[4.The Investor is acquiring the Note for its own account and not with a view toward any distribution, sale or resale of the Note. The Investor intends to hold the Note for an indefinite period of time. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale of the Note prior to maturity may not be possible.²

² *If the Investor is a broker or dealer and is purchasing the Note with a view toward any distribution, sale or resale of the Note or any beneficial interest therein, replace paragraph 4 with the following:*

[4. The Investor (i) has not solicited offers for, or offered or sold, and will not solicit offers for, or offer and sell the Note or any beneficial interest therein except to persons who it reasonably believes are “qualified institutional buyers” within the meaning of Rule 144A(a)(1) of the Commission promulgated under the Securities Act; (ii) has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell Notes by, any form of general solicitation or general advertising or in any manner involving a public offering; and (iii) shall inform each prospective purchaser of the Note or any beneficial interest therein of the restrictions on resale of the Note or beneficial interests therein under the Agreement.]

[¹ If the Investor is a “dealer” meeting the requirements of Section 144A(a)(1) (ii), replace paragraph 4 with the following:

4.The Investor (i) has not solicited offers for, or offered or sold, and will not solicit offers for, or offer and sell the Note or any beneficial interest therein, except to persons who it reasonably believes are “qualified institutional buyers” within the meaning of Rule 144A(a)(1) under the Securities Act; (ii) has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell Notes by, any form of general solicitation or general advertising or in any manner involving a public offering; and (iii) shall inform each prospective purchaser of the Note or any beneficial interest therein of the restrictions on resale of the Note or beneficial interests therein under the Agreement]

5.The Investor understands that the Note is not registered under the Securities Act and that such registration is not legally required as of the date hereof; and the Investor further understands that the Note (a) is not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service, and (d) will be delivered in a form which is not to be readily marketable.

6.The Investor understands that (a) the Note is a limited obligation of the City, payable solely from moneys on deposit in the [] Account (as defined in the Project Ordinance); (b) the Note does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (c) no holder of the Note will have the right to compel the exercise of any taxing power of the City for payment of the principal of, or interest premium, if any, on the Note; and (d) the Note does 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.

7.The Investor has read and considered the risk factors set forth in “Noteholder Risks” attached hereto.

8.The Investor has not relied upon the City for any information in connection with its acquisition of the Note. The Investor has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Developer, the Project and the Note. The Investor is in possession of all the information and material necessary to evaluate the merits and risks of the acquisition of the Note.

9.The Investor has been furnished with and has examined the Agreement and other documents, certificates and the legal opinions delivered in connection with the issuance of the Note. The Investor acknowledges that neither the City nor the Developer has prepared an offering document with respect to the Note. The Investor has made its own inquiry and analysis with respect to the Note and material factors affecting the payment of the Note.

10.The Investor acknowledges that with respect to the Notes, the City has no obligation to provide any continuing disclosure to the Electronic Municipal Market Access System maintained by the Municipal Securities Rulemaking Board, any holder of the Note 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.

11.The Investor understands that the City, the Developer, their respective counsel and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

Very truly yours,

[INVESTOR ENTITY NAME]

By: _____

Name: _____

Title: _____

NOTEHOLDER RISKS

The purchase of or investment in the Note involves certain risks. Each prospective holder or purchaser of the Note, or any interest therein, should make an independent evaluation of the financial and business risks associated with holding or having an investment interest in the Note. Certain of these risks are set forth below. The following summary is not intended to be complete and does not purport to identify all possible risks that should be considered by prospective holders of the Note or any interests therein. Capitalized terms used herein have the meanings set forth in the Note.

All prospective holders of the Note are urged to consult with their financial adviser and legal counsel before acquiring the Note or any interest therein.

Loss of Investment

Investment in the Note involves a high degree of risk. It is suitable only for persons who are able to bear the economic risks of the investment, including total loss. No assurance can be provided that prospective holders of the Note will not lose their entire investment in the Note.

Lack of Liquidity

The Note is suitable only for persons who have no need for liquidity. The transferability of the Note is restricted. The Note may only be transferred in the manner and subject to the limitations provided in the Redevelopment Agreement. Investors in the Note must be prepared to hold the Note until the maturity of the Note.

Reliance on Projections

The City does not endorse projections of any kind from any source as to the sufficiency of available incremental taxes to pay principal and interest on the Note. Investor who rely on any such projections do so at their own risk.

The City's Office of Budget and Management ("OBM") produces five-year District Projection Reports for each TIF district in the City for the purpose of evaluating resources and project balances. This information, which is currently publicly available, is used by the OBM to determine how much funding has been committed and how much funding is available for potential projects. The reports and the projections including therein are not audited and do not represent a final accounting of funds. The reports are not prepared for investors or as a basis for making investment decisions with respect to any notes, bonds or other debt obligations of the City that are payable from available incremental taxes, including the Note. Prospective investors in Note are cautioned not to rely on any of the information contained in the District Projection Reports.

Limited Obligations

THE NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM THE AVAILABLE INCREMENTAL TAXES, AND SHALL BE A VALID CLAIM ONLY AGAINST SAID SOURCES. THE NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OR A

LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE NOTEHOLDER HAS NO RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OR INTEREST OF THE NOTE.

There can be no assurance that Available Incremental Taxes will be sufficient for payment of amounts due and owing on the Note.

Limited Information

The Note was issued to the Developer under the Redevelopment Agreement as part of a commercial transaction negotiated by the Developer and the City. [The Developer] engaged a [consultant] to deliver a [feasibility report][projection report] to the City in connection with the Project, which included certain information about the Project Area, the Project and historical and projected Available Incremental Taxes.] The report contained information as of its date only, and neither the Developer nor any other party have any obligation to update the report as of any subsequent date.

The City is under no continuing obligation to provide to any holder or prospective holder of the Note, or to post to EMMA or any website, any current or updated information with respect to the Project Area, the Project, the historical and projected Available Incremental Taxes or the Note. The City does not prepare or have readily available any current or updated information about the Project Area, the Project or the Available Incremental Taxes.

Unavailability of City Funds

The City is not obligated to pay principal of or interest on the Note in any year in which there are inadequate Available Incremental Taxes. The City is obligated to pay the amount of any unpaid principal or accrued interest in any subsequent year but only to the extent of the Available Incremental Taxes for those subsequent years. If, on the maturity date of the Note, any outstanding unpaid principal or interest on the Note exists for any reason, including without limitation the inadequacy of Available Incremental Taxes, such outstanding principal and/or interest will be forgiven in full and the City will have no further obligation to pay such outstanding amount. In such event, there would be no further payments of principal or interest in respect of the Note.

Risk of Failure to Maintain Levels of Assessed Valuation

There can be no assurance that the equalized assessed value of the Project property will remain the same throughout the term of the Note. Furthermore, the successful petition or application of any owner for the reduction of the assessed value of the Project property may cause the equalized assessed value of the Project Area to be less than the originally projected equalized assessed value of the property. If any time during the term of the Note the actual equalized assessed value is less than what was projected, the generation of Available Incremental Taxes for payment on the Note is likely to be significantly impaired.

Risk of Change in Available Incremental Taxes

Prospective holders of the Note should carefully consider, among other factors, the risks associated with the ultimate generation of Available Incremental Taxes in the Project Area. These risks include, but are not limited to, the following:

1. Property tax rates are calculated by the County Clerk for numerous funds of a number of taxing districts that tax all or part of the property in the Project Area. A reduction in the tax levies by the affected taxing districts may have an adverse effect on the Available Incremental Taxes.
2. Further changes may be made in the real property tax system by the State of Illinois or Cook County. Such changes could include various property tax rollbacks, abatements, exemptions, changes in the ratio of assessment, or relief measures, limitations on the amount or percent of increase in tax levies by taxing districts, or other measures that would limit the tax levy amount that could be extended to the property within the Project Area and, consequently, the projected Available Incremental Taxes generated. For example, if Illinois adopted practices used in other states, the property tax system could be changed so that schools would be financed from a source other than property taxes. This type of change could have a significant adverse effect upon Available Incremental Taxes.
3. Cook County's methodology and procedures used to assess the value of property may be altered resulting in a potentially reduced or altered valuation in a particular year or succession of years.
4. Failure by Cook County to remit property taxes to the City on a timely basis could result in insufficient Available Incremental Taxes being available to pay principal of or interest on the Note when due.

FUTURE LEGISLATION, REGULATIONS, GOVERNMENTAL OR JUDICIAL INTERPRETATION OF REGULATIONS OR LEGISLATION OR PRACTICES AND PROCEDURES RELATED TO PROPERTY TAX ASSESSMENT, LEVY, COLLECTIONS OR DISTRIBUTION COULD HAVE A MATERIAL EFFECT ON THE CALCULATION OR AVAILABILITY OF AVAILABLE INCREMENTAL TAXES COLLECTED OR DISTRIBUTED.

Changes in Multiplier and Tax Rate

The equalization factor annually determined by the Illinois Department of Revenue for properties located within Cook County (commonly referred to as the "multiplier") may vary substantially in future years. A decrease in the multiplier would reduce the equalized assessed value of the taxable real property in the Project Area and, therefore, the Available Incremental Taxes available to pay debt service on the Note. The future tax rates of the units of local government levying taxes in the Project Area either individually or on a composite basis, may differ from their historical levels. Any decrease in the composite tax rate of the governmental units would decrease the amount of Available Incremental Taxes available to pay debt service on the Note. Any decrease in the composite tax rate of the governmental units could occur in future years as a result of various factors, including, but not limited to, one or more of the following: (a)

reduced governmental costs; (b) constitutional or statutory spending or tax rate limitations; or (c) governmental reorganization or consolidation.

Economic Risks Affecting Available Incremental Taxes

Changing economic circumstances or events in the Project Area may result in reductions in Available Incremental Taxes available to pay debt service on the Note. Relocations of major property owners to sites outside the Project Area or sales of major properties to tax-exempt entities could reduce the assessed valuation of the Project Area. Substantial damage to or destruction of improvements within the Project Area could cause a material decline in assessed valuation and impair the ability of the taxpayers in the Project Area to pay their respective portions of real estate taxes. There can be no assurance that the improvements in the Project Area are or will be insured under fire and extended coverage insurance policies, and, even if such insurance exists, the proceeds thereof will not be assigned as security for the payment of real estate taxes or to secure payment of the Note. In addition, any insurance proceeds may not be sufficient to repair or rebuild the improvements. The restoration of the improvements may be delayed by other factors, or the terms of then-applicable mortgage financing could require the application of insurance proceeds to the reduction of mortgage balances. Any of the foregoing circumstances could result in the assessed valuation of property in the Project Area remaining depressed for an unknown period of time and decrease the amount of Available Incremental Taxes available to pay debt service on The Note.

Results of operation of properties within the Project Area depend, in part, on sales, leases, rental rates and occupancy levels, which may be adversely affected by competition, suitability of the properties located in the Project Area in its local market, local unemployment, availability of transportation, neighborhood changes, crime levels in the Project Area, vandalism, rising operating costs and similar factors. Poor operating results of properties within the Project Area may cause delinquencies in the payment of real estate taxes, reduce assessed valuations and increase the risk of foreclosures. Successful petitions by taxpayers to reduce their assessed valuations could adversely affect available incremental Taxes available for payment of the Note.

Failure to Sell or Lease Property

At the time the Note was issued, the redevelopment plan called for the Developer [to sell/lease to commercial or industrial enterprises/retailers] prior to completion of the Project. The slowdown, stoppage or failure of the Developer to complete the Project and to successfully sell/lease the Project could delay or reduce the amount of Available Incremental Taxes generated in the Project Area. Such delay or reduction could lead to a default in payments of the principal of, and interest on, the Note.

Reliance on Primary Taxpayers

If one or only a few property owners within the Project Area are responsible for generating a substantial amount of the Available Incremental Taxes, the generation of Available Incremental Taxes could be significantly adversely affected if such owner or owners and/or their tenants discontinue or curtail their businesses, terminate or default on their leases and substitutes or replacements cannot be found or located on a timely basis.

Force Majeure Conditions

Riots, civil disturbances, vandalism, fires, and natural disasters or other “Acts of God” affecting the conditions and viability of the Project Area may reduce or eliminate the receipt of Available Incremental Property.

Contiguous Project Areas

The Project Area is contiguous with other redevelopment areas designated by the City pursuant to the TIF Act and may become contiguous with others. The TIF Act allows the City to expend incremental taxes collected from the Project Area which are in excess of the amounts required in each year to pay and secure obligations issued and project costs incurred with respect to the Project Area to pay for costs eligible for payment under the TIF Act which are incurred in such contiguous areas. In the event Incremental Taxes from the Project Area in excess of Available Incremental Taxes and the amounts required to (i) pay principal and interest coming due on the Note in any year and (ii) be deposited in other funds and accounts maintained under the Redevelopment Agreement are allocated to a contiguous project redevelopment area, such excess incremental taxes will not be available to remedy any future failure to pay principal of and interest on the Note.

Risk of Delay in Payment of Available Incremental Taxes

The failure of current or future owners of property in the Project Area to remit property taxes to the City when due or the failure of the City to timely remit Available Incremental Taxes to the Noteholder could result in insufficient Available Incremental Taxes being available to pay principal of or interest on the Note when due.

Delays in Exercising Remedies

The enforceability of the Note is subject to applicable bankruptcy laws, equitable principles affecting the enforcement of creditors’ rights generally and of liens securing such rights, and the police powers of the State of Illinois and its political subdivisions. Because of delays inherent in obtaining judicial remedies, it should not be assumed that these remedies could be accomplished rapidly.

Remedies available to holder of the Note may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Note, or to preserve the tax-exempt status of The Note. The Note is not subject to acceleration due to payment default. Lack of remedies may entail risks of delay, limitation, or modification of the rights of the holders of the Note. Judicial remedies, such as foreclosure and enforcement of covenants, are subject to exercise of judicial discretion.

Risk of Transferee Becoming a Debtor in Bankruptcy

If a transferee of the Note were to become a debtor under the United States Bankruptcy Code or applicable state laws, a creditor or trustee in bankruptcy of the transferee might argue

that the sale of the Note by the transferee constituted a fraudulent conveyance or a pledge of the Note rather than a sale. If such positions were accepted by a court, then delays in principal and interest payments to holder the Note could occur or reductions in the amounts of such payments could result. Additionally, if the transfer of the Note is re-characterized as a pledge, then a tax lien, governmental lien or other lien created by operation of law on the property of the transferee could have priority over the holder's interest in the Note.

Loss of Tax Exemption

Interest on the Note could become includible in gross income for federal income tax purposes retroactive to the date of issuance of the Note as a result of a failure of the City to comply with certain provisions of the Internal Revenue Code of 1986, as amended (the "Code"). An event of taxability does not trigger a mandatory redemption of the Note, and the Note will remain outstanding to maturity or until redeemed.

THE ABOVE IS NOT INTENDED TO BE A COMPREHENSIVE DISCUSSION OF ALL POTENTIAL RISKS ASSOCIATED WITH THE NOTE.

EXHIBIT J

FORM OF COMPONENT COMMENCEMENT LETTER

[prepare on DPD letterhead]

[date]

Foundry Park Properties KP7, LLC

Re: Approval to Commence Construction of [] Infrastructure Component at [], under the terms and conditions of the Foundry Redevelopment Agreement between the City of Chicago and Foundry Park Properties KP7, LLC

Ladies and Gentlemen:

Pursuant to that certain Foundry Redevelopment Agreement (“Agreement”) dated _____, 2026 by and between The City of Chicago (“City”) and Foundry Park Properties KP7, LLC (the “Developer”), the Developer has requested that the City approve the Developer’s commencement of the [] Infrastructure Component of the Project (as defined in the Agreement). In support thereof, Developer has submitted a number of documents to the Department of Planning and Development (“DPD”).

DPD has reviewed the following documents and information supplied to it by the Developer (all section references and capitalized terms below are set forth in or defined in the Agreement):

- (a) a Project Budget for the Component in accordance with the provisions of Section 3.03;
- (b) the Scope Drawings and Plans and Specifications for the Component in accordance with the provisions of Section 3.02;
- (c) evidence of the existence of all other necessary approvals and permits required by any state, federal or local statute, ordinance or regulation for the Component;
- (d) evidence that the Developer has Equity and/or Lender Financing in the amounts set forth in Section 4.01 sufficient to complete the Component and satisfy its obligations under the Agreement;
- (e) a copy of the Title Policy for the Infrastructure Component Property satisfying the requirements described in Section 5A.01(e);
- (f) searches as described under Section 5.03, showing no liens against the Developer, the Infrastructure Component Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens;

(g) the Survey of the Infrastructure Component Property satisfying the requirements described in Section 5A.01(g);

(h) certificates of insurance evidencing that the Developer, at its own expense, has insured the Infrastructure Component Property in accordance with Section 12;

(i) an opinion of the Developer's counsel, in form and substance acceptable to Corporation Counsel;

(j) evidence of Prior Expenditures, if any, pertaining to the Infrastructure Component in accordance with the provisions of Section 4.05(a);

(k) documentation with respect to current employment matters on the prior and pending Components of the Project, the MBE/WBE utilization plan for the pending Infrastructure Component of the Project, and a progress report containing all current information, if any, requested under Section 8.07;

(l) copies of any updated or new phase I environmental audit or phase II environmental audit with respect to the Infrastructure Component Property, together with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits;

(m) copies of the Developer's Articles of Organization or Articles of Incorporation, as applicable, 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 or similar instrument in such form and substance as the Corporation Counsel may require; operating agreement of the entity; and such other organizational documentation as the City has requested; and an Economic Disclosure Statement, in the City's then current form;

(n) a description of all pending or threatened litigation or administrative proceedings involving the Developer that will or may affect the ability of the Developer to complete the pending Infrastructure Component of the Project in accordance with the Agreement, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance;

(o) except as already provided to the City in connection with a prior Infrastructure Component, copies of all executed operating leases, purchase or sale agreements and letters of intent relating to the Project, if any, a copy of the form lease(s), and a summary aggregating total tenant occupancy figures and base rent payments;

(p) a copy of the Construction Contract for the pending Infrastructure Component of the Project pursuant to the requirements of Section 6.01; and

(q) evidence that construction on the pending Infrastructure Component has not yet

commenced.

Having reviewed all of the above documents and information and found them sufficient, I declare that the City is satisfied that the Developer may proceed with the commencement of construction on the [] Infrastructure Component of the Project.

CITY OF CHICAGO

Commissioner of Planning and Development