

EXHIBIT A

This agreement was prepared by
and after recording return to:
Charles E. Rodgers, Jr., Esq.
City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

FIRST AMENDMENT TO ASPIRE CENTER REDEVELOPMENT AGREEMENT

This First Amendment to Aspire Center Redevelopment Agreement (this "**First Amendment**") is made as of this ____ day of _____, 2026 (the "**Effective Date**"), by and between the City of Chicago, an Illinois municipal corporation (the "**City**"), acting by and through its Department of Planning and Development (the "**DPD**"), and Westside Health Authority, an Illinois not-for-profit corporation, Austin Coming Together, an Illinois not-for-profit corporation, Aspire Center Development Corporation NFP, an Illinois not-for-profit corporation and Aspire Center QALICB NFP, an Illinois not-for-profit corporation (collectively, referred to herein as the "**Developer**").

RECITALS

A. Developer and the City have entered into the Aspire Center Redevelopment Agreement dated as of September 7, 2023 (the "**RDA**"), which was recorded with the Clerk of Cook County on September 13, 2023 as Document No. 2325625055 pursuant to which the City provided financing to assist Developer in completing the Project (as defined in the RDA), which is located on the property described in Exhibit A attached hereto (the "**Property**").

B. Developer and the City desire to amend the RDA to accelerate the manner in which disbursements of City Funds will be made, among other things..

C. The Parties acknowledge that to date the City has reimbursed Developer in the amount of \$_____ in City Funds for TIF funded improvements pursuant to the RDA.

D. The City Council of the City, pursuant to an ordinance adopted on _____, 2026, authorized this First Amendment.

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

ARTICLE I. RECITALS

The foregoing recitals are hereby incorporated into this Amendment by reference and made a contractual part hereof.

ARTICLE II. CLOSING CONDITIONS

The effectiveness of this First Amendment is subject to the covenants and agreements contained herein, and the satisfaction of the following conditions (collectively, the "**Closing Conditions**"):

(A) Amendment. The execution of this First Amendment by all parties and the recording of this First Amendment by the Developer at its expense;

(B) Title. The Developer has furnished the City with a date down endorsement to the Title Policy for the Property, certified by the Title Company, dated within ten days before the date this First Amendment is signed, showing the Developer as the named insured, satisfying the requirements described in Section 5.05 of the RDA and noting the recording of this First Amendment as an encumbrance against the Property;

(C) Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches, updated within twenty days before the date this First Amendment is signed, as described under Section 5.06 of the RDA, showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens;

(D) Opinion of the Developer's Counsel. The Developer has furnished the City with an opinion of counsel, substantially in the form attached as Exhibit J to the RDA, with such changes as required by or acceptable to Corporation Counsel;

(E) Corporate Documents; Economic Disclosure Statement. The Developer has delivered to the City the following documents accompanied by a certificate of the secretary or authorized officer of each entity certifying them as true, correct and complete copies that have not been amended or modified: (i) Articles of Organization or Articles of Incorporation, as applicable, (ii) good standing certificate, (iii) written consent or resolutions authorizing the execution of this First Amendment, (iv) evidence of incumbency, and (v) operating agreement or bylaws, as applicable. The Developer has delivered Economic Disclosure Statement(s), in the City's then current form, dated the date hereof.

ARTICLE III. AMENDMENT TO AGREEMENT

A. Section 4.03 (B) is deleted in its entirety and replaced with the following:

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

incurred by Prime Tenant:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes	\$12,250,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of \$12,250,000 or 29.91% of the actual Total Project Costs; and provided further, that the \$12,250,000 to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose:

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

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

The City Funds shall be paid to Prime Tenant in two equal installments pursuant to the time frames set forth herein and in accordance with the terms and conditions of this Agreement, as follows:

1. First installment in an amount up to \$6,125,000 or 50% of City Funds, will be paid upon receipt of the Certificate.
2. Second and final installment in the amount of \$6,125,000 or 50% of the City Funds, will be paid upon approval of this First Amendment by the City Council and approval of Developer's submitted payment requisition by DPD.

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of \$12,250,000 is contingent upon the fulfillment of the conditions set forth in parts (i) and (ii) above. In the event that such conditions are not fulfilled, the amount of Equity or Lender Financing, with the consent of the City in its sole discretion, to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately."

ARTICLE IV.

COVENANTS, REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Developer covenants, represents and warranties that:

- (a) such party has the right, power and authority to enter into, execute, deliver and perform this First Amendment. The execution, delivery and performance by such party of this First Amendment have been duly authorized by all necessary action, and do not and will not violate its Articles of Organization, Articles of Incorporation,

Operating Agreement or Bylaws, as applicable, any applicable provision of law, or constitute a breach of, default under or require the consent under any agreement, instrument or document to which such party is now a party or by which such party is now or may become bound;

- (b) such party is not in default with respect to any provision of the RDA, the agreements evidencing the Lender Financing or any related agreements.

ARTICLE V. MISCELLANEOUS

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

B. No Effect on Recording Priority of RDA or Subordination Agreement. The parties agree that entering into this First Amendment shall have no effect on the recording priority of the RDA (or any outstanding subordination agreement that might relate thereto) and that this First Amendment shall relate back to the dates that each of the RDA (or any outstanding subordination agreement that might relate thereto) were originally recorded in the land title records of Cook County, Illinois.

C. No Change in Defined Terms. All capitalized terms not otherwise defined herein, shall have the same meanings as set forth in the RDA.

D. Other Terms in the RDA Remain; Conflict.

- (a) Except as explicitly provided in this First Amendment, all other provisions and terms of the RDA shall remain unchanged.

- (b) In the event of a conflict between any provisions of this First Amendment and the provisions of the RDA, the provisions of this First Amendment shall control. Other than as specifically modified hereby, the terms and conditions of the RDA, as amended, shall remain in effect with respect to the parties thereto.

E. Representations and Warranties of Developer. Developer acknowledges and agrees that, notwithstanding any other terms or provisions of this First Amendment to the contrary, Developer shall remain liable for all of its obligations and liabilities under the RDA, as amended by this First Amendment.

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

G. Recording and Filing. Developer shall cause this First Amendment to be recorded and filed on the date hereof against the Property legally described in Exhibit A hereto in the

conveyance and real property records of the county in which the Property is located. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall immediately transmit to the City an executed original of this First Amendment showing the date and recording number of record.

H. Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

I. Counterparts. This First Amendment 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.

J. Governing Law. This First Amendment 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.

K. Binding Effect. This First Amendment shall be binding upon Developer, its affiliates and the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer and the City and their respective successors and permitted assigns (as provided herein).

L. No Business Relationship with City Elected Officials. Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, 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 official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion of 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. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to the RDA, or this First Amendment or in connection with the transactions contemplated hereby and thereby, shall be grounds for termination of the RDA or this First Amendment and the transactions contemplated hereby and thereby. 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 First Amendment or the transactions contemplated thereby.

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

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

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

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

CITY OF CHICAGO, acting by and through
its Department of Planning and Development

By: _____
Name: Ciere Boatright
Title: Commissioner of Planning and Development

WESTSIDE HEALTH AUTHORITY,
an Illinois not-for-profit corporation

By: _____
Name: Morris Reed
Title: Chief Executive Officer

AUSTIN COMING TOGETHER,
an Illinois not-for-profit corporation

By: _____
Name: Darnell Shields
Title: Executive Director

ASPIRE CENTER DEVELOPMENT CORPORATION NFP,
an Illinois not-for-profit corporation

By: _____
Name: _____
Title: _____

ASPIRE CENTER QALICB NFP,
an Illinois not-for-profit corporation

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 Ciere Boatright, personally known to me to be the Commissioner of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 2026.

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Morris Reed, personally known to me to be the Chief Executive Officer of Westside Health Authority, an Illinois not-for-profit corporation ("WHA"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of WHA, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 2026.

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

GIVEN under my hand and official seal this ____ day of _____, 2026.

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

GIVEN under my hand and official seal this ____ day of _____, 2026.

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

GIVEN under my hand and official seal this ____ day of _____, 2026.

Notary Public

My Commission Expires _____

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE SOUTH 9 FEET OF LOT 13, TOGETHER WITH THAT PART OF LOTS 14 TO 19 AND LOTS 30 TO 48 TOGETHER WITH THAT PART OF THE VACATED ALLEY ADJOINING SAID LOTS IN BLOCK 6 IN CRAFT'S ADDITION TO AUSTINVILLE, A SUBDIVISION OF THE WEST 36 1/4 ACRES OF THE SOUTH 43 3/4 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER, SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 29, 1871 AS DOCUMENT 89072 AND RE-RECORDED APRIL 3, 1878, AS DOCUMENT NUMBER 174822, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF N. CENTRAL AVENUE AND W. MADISON STREET, AS MONUMENTED AND OCCUPIED, THENCE NORTH 01 DEGREES 53 MINUTES 28 SECONDS WEST, ALONG THE EAST LINE OF NORTH CENTRAL AVENUE, 153.83 FEET TO THE POINT OF BEGINNING, THENCE NORTH 01 DEGREES 53 MINUTES 28 SECONDS WEST, ALONG THE EAST LINE OF N. CENTRAL AVENUE, 165.17 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH 9.00 FEET OF LOT 13, 197.51 FEET; THENCE NORTH 01 DEGREES 53 MINUTES 28 SECONDS WEST, 66.00 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 30 SECONDS EAST, 177.50 FEET; THENCE SOUTH 01 DEGREES 53 MINUTES 28 SECONDS EAST, ALONG THE WEST LINE OF N. PINE AVENUE, 385.00 FEET; THENCE SOUTH 35 DEGREES 35 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF W. MADISON STREET, 225.25 FEET; THENCE NORTH 01 DEGREES 53 MINUTES 28 SECONDS WEST, ALONG A LINE PARALLEL WITH THE EAST LINE OF NORTH CENTRAL AVENUE, 96.42 FEET; THENCE NORTH 09 DEGREES 38 MINUTES 56 SECONDS EAST, 58.50 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 30 SECONDS WEST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF W. MADISON STREET, 161.45 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.