

EXHIBIT D

First Amendment to Sinai Health System Redevelopment Agreement

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

**FIRST AMENDMENT
TO
SINAI HEALTH SYSTEM REDEVELOPMENT AGREEMENT**

This First Amendment to Sinai Health System Redevelopment Agreement (this "Amendment") is made as of this ___ day of _____, 2026, by and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Sinai Health System, an Illinois not-for-profit corporation (the "Developer").

This Amendment amends that certain Sinai Health System Redevelopment Agreement entered into by and between the City and the Developer dated as of August 1, 2015, and recorded on August 28, 2015, as Document Number 1524022079 in the Cook County Clerk's Office (the "Agreement").

RECITALS

WHEREAS, subsequent to the execution of the Agreement, Developer encountered a number of challenges that have caused changes to the timing of the Project (as defined below). Developer and the City have agreed to enter into this Amendment to memorialize adjusting the completion date and payment schedule among other adjustments; and

WHEREAS, subsequent to the execution of the Agreement, Developer wishes to sell and the City has consented to Developer selling the Ogden Property (as defined in the Agreement), including its improvements, to an unaffiliated buyer who will develop the Ogden Property for the benefit of the community, thereby necessitating that this Amendment remove the Ogden Property parcels from the appropriate legal descriptions of the Property and the Project;

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

SECTION ONE. INCORPORATION; DEFINITIONS

1.01. The recitals set forth above are incorporated herein by reference and made a part hereof.

1.02. Any capitalized term used but not otherwise defined herein shall have the same meaning as set forth in the Agreement.

1.03 Section I. Recitals, Headings, and Exhibits shall be amended as follows:

List of Exhibits. Exhibit F, LEED Checklist shall be deleted in its entirety and replaced with: Exhibit F. The City of Chicago Sustainable Development Policy.

1.04. Definitions.

(a) The definition for "LEED" shall be deleted in its entirety.

(b) The definition of "Sustainability Requirement" shall be deleted in its entirety and replaced with the following:

"Sustainability Requirement" shall be determined at the beginning of each Milestone by the Developer providing a written attestation of compliance with the Chicago Sustainable Development Policy, attached hereto as Exhibit F, and approved by DPD. If the Developer is not deemed to be in compliance with the Policy upon completion of each Milestone, in the City's sole discretion, then a penalty may be imposed on Developer by DPD of the lesser of (i) 10% of the relevant Milestone Budget or (ii) \$250,000.

SECTION TWO. THE PROJECT

2.01. Recital D of the Agreement is hereby amended to delete the current text and replace it with:

D. The Project: The Developer intends to undertake a multi-phased renovation project, known as "Sinai Tomorrow" (or such other designation as Developer may subsequently identify) on property located in the Redevelopment Area (the "Sinai Property") which will enhance patient care and caregiver wellbeing. The Sinai Property is legally described on Exhibit B-1 hereto.

The buildings comprising the Sinai Facility (as defined below) are located on the Sinai Property. The following table summarizes the approximate size and use of each building comprising the Sinai Facility and the proposed uses and improvements resulting from the Project (as hereinafter defined).

The Sinai Facility includes Mount Sinai Hospital Medical Center ("MSH") located at 1500 South California Boulevard, Chicago, Illinois 60608, the Sinai Community Institute ("SCI") located at 2653 West Ogden Boulevard, Chicago Illinois 60608, and multiple interconnected buildings (or buildings separated only by a public or private way) totaling approximately 685,451 square feet.

The Developer is the sole corporate member of and controls Sinai Community Institute, Inc., an Illinois not-for-profit corporation ("SCI, Inc."), which owns SCI.

<u>Building</u>	<u>Size (sq. ft.)</u>	<u>Current Use</u>	<u>Proposed Investment Uses</u>
Crown	118,575	Inpatient Care	Inpatient Care
Frankel	140,005	Inpatient Care and Support	Support Departments
Kling	57,066	Outpatient Clinics	Vacate and Demolish (Completed)
Kurtzon	158,976	Inpatient Care and Support	Vacate and Demolish
Nurse's Residence	92,254	Outpatient Care and Support	Outpatient Care and Support
Olin-Sang	118,575	Inpatient Care	Inpatient Care

In addition, the Developer is the sole corporate member of and controls Holy Cross Hospital, an Illinois not-for-profit corporation, the entity that owns Holy Cross Hospital ("HCH"), which is located at 2701 West 68th Street, Chicago, Illinois 60629, approximately seven miles south of MSH and not part of the Redevelopment Area, a portion of which is legally described on Exhibit B-2 hereto (the "HCH Property," and collectively with the Sinai Property, the "Property").

The Facility and related improvements (including but not limited to those TIF-Funded Improvements strictly related to the Sinai Property and the Sinai Facility) are collectively referred to herein as the "Project." (The TIF-Funded Improvements are as defined below and set forth on Exhibit C hereto.) The Project will create a substantial public benefit through its retention of 1,800 FTE positions (as defined below) during the Compliance Period (as defined below). The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

2.02. In Section 7.01 Certificates of Completion, Subparagraph 7.01(ii) shall be deleted in its entirety.

2.03. Section 8.01(l) of the Agreement is hereby amended to delete the current text and replace it with:

(l) Except as permitted in the HUD Documents, the Developer has not incurred, and, prior to the issuance of the Final Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Sinai Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Sinai Property (or improvements thereon), or any fixtures now or hereafter attached thereto, except for: (i) Lender Financing, if any, disclosed in the Project Budget; (ii) any indebtedness incurred to refinance with HUD the currently outstanding Sinai Bonds or to amend the HUD Documents or any Additional Bonds; and (iii) financing of equipment for use in the Ordinary Course of Developer's Business.

Notwithstanding the foregoing, the Developer shall retain the right to mortgage

the HCH Property at any time during the term of the Agreement as a Permitted Lien senior to the City's lien under this Agreement.

Permitted Liens incurred after the Closing Date shall be subordinated to those encumbrances set forth herein except as noted above, and pursuant to a subordination agreement, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

The Developer is not subject to the requirements of this sub-section with respect to the HCH and is not subject to the requirements of this sub-section with respect to the HCH Property.

2.04 Section 8.23 LEED Certification is deleted in its entirety.

SECTION THREE. AMENDED DEADLINE

Section 3.01 of the Agreement is hereby amended to replace "complete construction and conduct business operations therein no later than December 31, 2024" with "complete construction and conduct business operations therein no later than December 31, 2036."

SECTION FOUR. PAYMENT SCHEDULE

Section 4.03(b)(i) of the Agreement is hereby amended to delete the current text and replace it with:

(b) **Payment of City Funds.**

The Project shall be completed in phases and Exhibit B-3 hereto describes by phase the site improvements, demolition, rehabilitation, reconstruction, repair and/or remodeling that comprise each phase of the Project (the "Milestone") to be completed prior to any payment of City Funds. The Final Certificate will be issued after the completion of Milestone 10. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, Section 4.05(b) and Section 5 hereof, the City hereby agrees to provide City funds (the "City Funds") from Available Incremental Taxes to pay for or reimburse the Developer for the actual Sinai Project costs of the TIF-Funded Improvements upon the completion of a Milestone, in an amount not to exceed the maximum milestone payment amount, as stated below (the "Maximum Milestone Payment Amount").

(i) The City Funds shall be paid to the Developer in installments (each, a "Milestone Payment,") pursuant to the time frames set forth herein and in accordance with the terms and conditions of this Agreement, as follows:

Payment	Timing of Payment	Maximum Milestone Payment Amount
Milestone Payment #1	Issuance of Milestone 1 Certificate	\$4,500,000*

Payment	Timing of Payment	Maximum Milestone Payment Amount
Milestone Payment #2	Issuance of Milestone 2 Certificate	\$4,500,000*
Milestone Payment #3	Issuance of Milestone 3 Certificate	\$2,500,000*
Milestone Payment #4	Issuance of Milestone 4 Certificate	\$1,750,000*
Milestone Payment #5	Issuance of Milestone 5 Certificate	\$1,250,000
Milestone Payment #6	Issuance of Milestone 6 Certificate	\$2,500,000
Milestone Payment #7	Issuance of Milestone 7 Certificate	\$3,200,000
Milestone Payment #8	Issuance of Milestone 8 Certificate	\$3,100,000
Milestone Payment #9	Issuance of Milestone 9 Certificate	\$3,100,000
Milestone Payment #10	Issuance of Milestone 10 Certificate	\$4,600,000
Total*		\$31,000,000

***As of the effective date of the First Amendment to Sinai Health System Redevelopment Agreement dated _____, 2026, funds for Milestones 1 through 4 have previously been disbursed.**

SECTION FIVE. AMENDED EXHIBITS

Exhibits B-1, B-2, B-3, B-4, B-5, B-6, B-7, C, F and H-2 of the Agreement are hereby amended to delete the current exhibits and replace them with the Exhibits of like name attached to this Amendment.

SECTION SIX. MISCELLANEOUS

6.01. Except as amended hereby, the provisions of the Agreement remain in full force and effect in accordance with its terms.

6.02. In the event of any conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall control.

6.03. All prior agreements, whether written or oral, regarding the amendment of the Agreement are superseded by this Amendment.

6.04. This Amendment may be executed in counterparts, each of which shall be deemed an original.

6.05. The Developer shall cause one original counterpart of this Amendment, all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of the county in which the Project is located. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Amendment showing the date and recording number of record.

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

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

Sinai Health System,
an Illinois not-for-profit corporation

By: _____
Its: _____

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

By: _____
Ciere Boatright, Commissioner

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 Sinai Health System, an Illinois not-for-profit corporation (the "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 he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the general partner of Developer, 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 _____, ____.

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 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 she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as 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 _____, ____.

Notary Public

My Commission Expires_____

(SEAL)

EXHIBIT B-1

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO TITLE COMMITMENT AND FINAL
SURVEY

PARCEL 1:

LOTS 1, 2, 3, 4, 5 AND 6 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 6 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3, 4 AND 5 IN J. WASKA AND SON'S SUBDIVISION OF LOTS 7 TO 12, INCLUSIVE, IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 6 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 3, AND OF LOT 4 (EXCEPT THE WEST 24.68 FEET THEREOF) AND OF LOT 5 (EXCEPT THE EAST 41.32 FEET THEREOF) LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF WEST OGDEN AVENUE, AS WIDENED, IN BLOCK 6 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF S. FAIRFIELD AVENUE AS DEDICATED BY PLAT OF DEDICATION RECORDED JUNE 16, 1967 AS DOCUMENT 20169157 AND BEING FURTHER DESCRIBED AS THE WEST 24.68 FEET OF LOT 4 AND THE EAST 41.32 FEET OF LOT 5 IN BLOCK 6 IN COOK AND ANDERSON'S SUBDIVISION, AFORESAID, AS VACATED BY ORDINANCE RECORDED JULY 12, 1978 AS DOCUMENT 24531126.

PARCEL 4:

LOTS 1 TO 5, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 6 IN BLOCK 6 (EXCEPT THAT PART TAKEN FOR OGDEN AVENUE) IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF LOT 7 LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF WEST OGDEN AVENUE AS WIDENED, IN BLOCK 6 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 1 TO 10, BOTH INCLUSIVE, THAT PART OF LOT 11 AND THAT PART OF THE 16.0 FOOT VACATED ALLEY LYING EAST AND ADJOINING SAID LOTS, LYING NORTH OF THE NORTH LINE OF WEST 15TH PLACE, AS WIDENED, IN THE SUBDIVISION OF LOTS 8 AND 9 IN BLOCK 7 OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 1 TO 6, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 6 IN BLOCK 7 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOTS 4, 5 AND 6 IN THE SUBDIVISION OF LOT 1 IN BLOCK 7 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOTS 1, 2 AND 3 IN V. LUSK'S RESUBDIVISION OF LOTS 1, 2 AND 3 IN SUBDIVISION OF LOT 1 IN BLOCK 7 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

LOTS 1 TO 20, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOTS 2, 3 AND 5 AND A RESUBDIVISION OF LOT 4 IN BLOCK 7 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

THAT PART OF LOT 7 IN BLOCK 7, LYING NORTH OF THE NORTH LINE OF WEST 15TH PLACE AS WIDENED, IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 12:

THAT PART OF VACATED WEST 15TH STREET BOUNDED ON THE NORTH BY THE SOUTH LINE OF BLOCK 6 OF COOK AND ANDERSON'S SUBDIVISION AFORESAID, AND BOUNDED ON THE SOUTH BY THE NORTH LINE OF BLOCK 7 OF THE AFORESAID SUBDIVISION, AND BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF VACATED SOUTH FAIRFIELD AVENUE AFORESAID AND BOUNDED ON THE EAST BY THE

WEST LINE OF SOUTH WASHTENAW AVENUE AS DEDICATED IN THE AFORESAID SUBDIVISION IN COOK COUNTY, ILLINOIS AND AS VACATED BY ORDINANCE RECORDED JULY 12, 1978 AS DOCUMENT 24531126.

PARCEL 13:

THAT PART OF THE VACATED EAST AND WEST 16 FOOT PUBLIC ALLEY BOUNDED ON THE NORTH BY THE SOUTH LINE OF V. LUSK'S RESUBDIVISION AFORESAID AND BY THE SOUTH LINE OF LOTS 1 AND 2 IN THE SUBDIVISION OF LOTS 2, 3 AND 5 AND A RESUBDIVISION OF LOT 4 IN BLOCK 7 AFORESAID AND ON THE SOUTH BY THE SUBDIVISION OF LOT 1 IN BLOCK 7 AFORESAID AND BY THE NORTH LINE OF SAID LOTS 19 AND 20 IN THE SUBDIVISION OF LOTS 2, 3 AND 5 AND A RESUBDIVISION OF LOT 4 IN BLOCK 7 AFORESAID, LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID LOT 3 IN V. LUSK'S RESUBDIVISION AFORESAID, TO THE NORTHEAST CORNER OF SAID LOT 4 IN SUBDIVISION OF LOT 1 IN BLOCK 7 IN COOK AND ANDERSON'S SUBDIVISION AFORESAID, LYING EAST OF THE WEST LINE OF THE EAST 17 FEET OF SAID LOT 2 PRODUCED SOUTH TO THE NORTH LINE OF LOT 19, IN THE SUBDIVISION OF LOTS 2, 3 AND 5 IN THE RESUBDIVISION OF LOT 4 IN BLOCK 7 OF COOK AND ANDERSON'S SUBDIVISION AFORESAID, AS VACATED BY ORDINANCE RECORDED JULY 12, 1978 AS DOCUMENT 24531126.

PARCEL 14:

THAT PART OF WEST 15TH STREET AND OF THE ALLEYS VACATED ACCORDING TO ORDINANCE PASSED ON APRIL 21, 1967 BY THE CITY OF CHICAGO AND RECORDED JUNE 16, 1967 AS DOCUMENT 20169151, EXCEPTING THEREFROM ANY PART THEREOF FALLING WITHIN LOT 7 IN BLOCK 7 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 15:

LOTS 9 AND 10 IN BLOCK 5 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOTS 9 AND 10 CONVEYED TO CITY OF CHICAGO FOR WIDENING OF OGDEN AVENUE WAND ALSO EXCEPTING FROM SAID LOTS 9 AND 10 THAT PART THEREOF CONDEMNED OR USED FOR ALLEY PURPOSES) ALL IN COOK COUNTY, ILLINOIS.

Property Addresses and PINs (Parcels 1 through 15):

ADDRESS	PIN
2713 West Ogden Avenue	16-24-214-011-0000
2711 West Ogden Avenue	16-24-214-012-0000
2709 West Ogden Avenue	16-24-214-013-0000
2703 West Ogden Avenue	16-24-214-014-0000

2701 West Ogden Avenue	16-24-214-015-0000
2714 West 15th Place	16-24-214-016-0000
2744 West 15th Street	16-24-214-021-0000
2742 West 15th Street	16-24-214-022-0000
2705 West 15th Place	16-24-214-027-0000
2732 West 15th Street	16-24-214-028-0000
2722 West 15th Street	16-24-214-029-0000
2653 West Ogden Avenue (aka 2655 W. Ogden Ave)	16-24-215-001-0000
1512 South California Avenue	16-24-221-001-0000
1513 South California Avenue	16-24-221-002-0000
1515 South California Avenue	16-24-221-003-0000
1517 South California Avenue	16-24-221-004-0000
1523 South California Avenue	16-24-221-005-0000
1529 South California Avenue	16-24-221-006-0000
2744 West 15th Street	16-24-221-007-0000
1500 South Fairfield Avenue	16-24-221-008-0000
2736 West 15th Place	16-24-221-009-0000
2734 West 15th Place	16-24-221-010-0000
2732 West 15th Place	16-24-221-011-0000
2730 West 15th Place	16-24-221-012-0000
2724 West 15th Place	16-24-221-015-0000
2722 West 15th Place	16-24-221-016-0000
2720 West 15th Place	16-24-221-017-0000
2718 West 15th Place	16-24-221-018-0000

2710 West 15th Place	16-24-221-021-0000
2745 West 15th Place	16-24-221-022-0000
2743 West 15th Place	16-24-221-023-0000
2741 West 15th Place	16-24-221-024-0000
2737 West 15th Place	16-24-221-025-0000
2735 West 15th Place	16-24-221-026-0000
2733 West 15th Place	16-24-221-027-0000
2731 West 15th Place	16-24-221-028-0000
2729 West 15th Place	16-24-221-029-0000
2727 West 15th Place	16-24-221-030-0000
2725 West 15th Place	16-24-221-031-0000
2723 West 15th Place	16-24-221-032-0000
2721 West 15th Place	16-24-221-033-0000
2719 West 15th Place	16-24-221-034-0000
2717 West 15th Place	16-24-221-035-0000
2715 West 15th Place	16-24-221-036-0000
2713 West 15th Place	16-24-221-037-0000
2711 West 15th Place	16-24-221-038-0000
2709 West 15th Place	16-24-221-039-0000
1510 West 15th Street	16-24-221-040-0000
1527 South California Avenue	16-24-221-041-0000
2726 West 15th Place	16-24-221-042-0000

PARCEL 16:

LOTS 1 THROUGH 5 IN LOMBARD'S SUBDIVISION OF BLOCK 5 DOUGLAS PARK ADDITION TO CHICAGO OF PART OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B-3

MILESTONE DESCRIPTIONS				
PROJECT MILESTONES				
Project Milestones	Projected Milestone Budget	Projected Completion of Milestone	Description of Project Milestone	Project Component
Milestone #1	\$12,000,000	2015	Sinai Community Institute ("SCI") Build out of 3rd Floor	1a - Previously Completed
			Cardiac Catheterization Lab Renovations	
			Operating Room Fan Unit Replacement	
			Kling Building Demolition	
			SCI Roofing System Upgrade/Replacement	2 - SCI Outpatient Center
			ED Triage & Waiting Area Renovations	4 - MSH Relocations & Renovations
			Public Areas Renovations	
			Air Handling Unit Replacement Systems, Part 1	5 - MSH Infrastructure
			MSH Boiler Burner Upgrades	
			Emer. Power Automatic Transfer Switch Replacement	
Milestone #2	\$15,800,000	2017	Outpatient Services Renovations	1b - HCH Behavioral Health
			Inpatient Psychiatric Bed Units Conversion, Part 1	
			Specialty Clinics Expansion, Part 1	2 - SCI Outpatient Center
			Outpatient Imaging & Testing Center Expansion, Part 1	
			Diagnostic & Therapeutic Services Renovations,* Part 1	4 - MSH Relocations & Renovations
			Business Office Relocations, Part 1	
			Air Handling Unit Replacement Systems, Part 2	5 - MSH Infrastructure
			Hot Water System Replacement	
			Mechanical Shaft Systems Upgrades	
			Emergency Power Generation/Distribution System Upgrades	
Milestone #3	\$8,000,000	2018	General Patient Care Unit Renovations, Part 1	3 - MSH Inpatient Bed Units
			Psychiatric Emergency Department / Access Center Development	1b - HCH Behavioral Health

Milestone #4	\$6,000,000	2021	Diagnostic & Therapeutic Services Renovations - Part 2	4 - MSH Relocations & Renovations
			Public Spaces & Support Functions Renovations, Part 1	4 - MSH Relocations & Renovations
Milestone #5	\$4,100,000	2025	Emergency Power System Upgrades	5 - MSH Infrastructure
			Diagnostic & Therapeutic Services Renovations - Part 3	4 - MSH Relocations & Renovations
			Olin-Sang Façade Repairs	5 - MSH Infrastructure
Milestone #6	\$8,500,000	2027	Power Switchgear Upgrades/Improvements to Electrical Service for OS-40	5 - MSH Infrastructure
			General Patient Care Unit Renovations, Part 2	4 - MSH Relocations & Renovations
			Boiler Replacement	5 - MSH Infrastructure
			Chiller and Central Plant Equipment Replacement Systems	5 - MSH Infrastructure
Milestone #7	\$10,600,000	2029	Diagnostic & Therapeutic Services Renovations - Part 4	4 - MSH Relocations & Renovations
			Specialty Clinic & OP Services Expansion, Part 2	4 - MSH Relocations & Renovations
Milestone #8	\$10,000,000	2031	Behavioral Health Unit Renovations	4 - MSH Relocations & Renovations
Milestone #9	\$10,000,000	2033	Diagnostic & Therapeutic Services Renovations - Part 5	4 - MSH Relocations & Renovations
Milestone #10	\$15,000,000	2035	General Patient Care Unit Renovations, Part 3	3 - MSH Inpatient Bed Units
TOTAL PROJECT COST	<u>\$100,000,000</u>			

EXHIBIT B-4

Non-Completion Penalty

<i>Milestone Completed</i>	<i>Project Budget Spent (cumulative)</i>	<i>City Funds Disbursed (per Milestone)</i>	<i>City Funds Disbursed (cumulative)</i>	<i>City Funds Disbursed (% of Project Budget Spent)</i>	<i>Penalty % of Cumulative City Funds Disbursed</i>	<i>Penalty Amount (\$)</i>
1	\$12,000,000	\$4,500,000	\$4,500,000	37.5%	100.0%	\$4,500,000
2	\$27,800,000	\$4,500,000	\$9,000,000	32.4%	100.0%	\$9,000,000
3	\$35,800,000	\$2,500,000	\$11,500,000	32.1%	80.0%	\$9,200,000
4	\$41,800,000	\$1,750,000	\$13,250,000	31.7%	60.0%	\$7,950,000
5	\$45,900,000	\$1,250,000	\$14,500,000	31.6%	50.0%	\$7,250,000
6	\$54,400,000	\$2,500,000	\$17,000,000	31.3%	20.0%	\$3,400,000
7	\$65,000,000	\$3,200,000	\$20,200,000	31.1%	20.0%	\$4,040,000
8	\$75,000,000	\$3,100,000	\$23,300,000	31.1%	10.0%	\$2,330,000
9	\$85,000,000	\$3,100,000	\$26,400,000	31.1%	10.0%	\$2,640,000
10	\$100,000,000	\$4,600,000	\$31,000,000	31.0%	0.0%	\$0

EXHIBIT B-5

Resequencing Milestone Illustration

Milestone	Original Scope & Budget		Re-Sequenced Scope & Budget	
5	Boiler Replacement	\$ 1,000,000	Emergency Power System Upgrades	\$1,300,000
	Emergency Power System Upgrades	\$ 1,300,000	Diagnostic & Therapeutic Services Renovations - Part 3	\$1,500,000
	Diagnostic & Therapeutic Services Renovations - Part 3	\$ 1,500,000	Olin-Sang Façade Repairs	\$1,300,000
	Olin-Sang Façade Repairs	\$ 1,300,000		
	Chiller and Central Plant Equipment Replacement Systems	\$ 1,500,000		
5 Total		\$6,600,000		\$4,100,000
6	Power Switchgear Upgrades/Improvements to Electrical Services for OS-40	\$3,100,000	Boiler Replacement From 5	\$900,000
	General Patient Care Unit Renovations, Part 2	\$2,000,000	Chiller and Central Plant Equipment Replacement Systems From 5	\$1,500,000
	Specialty Clinic & OP Services Expansion, Part 2	\$2,000,000	Power Switchgear Upgrades/Improvements to Electrical Services for OS-40	\$4,100,000
			General Patient Care Unit Renovations, Part 2	\$2,000,000
6 Total		\$7,100,000		\$8,500,000
7	Diagnostic & Therapeutic Services Renovations - Part 4	\$8,000,000	Diagnostic & Therapeutic Services Renovations - Part 4	\$8,000,000
			Specialty Clinic & OP Services Expansion, Part 2 From 6	\$2,600,000
7 Total		\$8,000,000		\$10,600,000
8	Behavioral Health Unit Renovations	\$10,000,000	Behavioral Health Unit Renovations	\$10,000,000
9	Diagnostic & Therapeutic Services Renovations - Part 5	\$7,000,000	Diagnostic & Therapeutic Services Renovations - Part 5	\$10,000,000
10	General Patient Care Unit Renovations, Part 3	\$19,500,000	General Patient Care Unit Renovations, Part 3	\$15,000,000
Total Project Cost		\$58,200,000		\$58,200,000

EXHIBIT B-6

Milestone Project Cost Adjustment Illustration

	A	B	C = A - B	D	E	F = C x E	G = D - F
Milestone	Final Milestone Budget	Final Milestone Project Cost	Milestone Savings or (Overage)	Maximum Milestone Payment Amount	Reduction Ratio per \$1 Milestone Savings	Milestone Payment Amount Reduction (\$)	Milestone Amount Paid
5	\$4,100,000	\$4,600,000	(\$500,000)	\$1,250,000	0.912	\$0	\$1,250,000
6	\$8,500,000	\$7,600,000	\$900,000	\$2,500,000	0.912	\$820,800	\$1,679,200
7	\$10,600,000	\$10,300,000	\$300,000	\$3,200,000	0.912	\$273,600	\$2,926,400
8	\$10,000,000	\$10,000,000	\$0	\$3,100,000	0.912	\$0	\$3,100,000
9	\$10,000,000	\$10,250,000	(\$250,000)	\$3,100,000	0.912	\$0	\$3,100,000
10	\$15,000,000	\$15,150,000	(\$150,000)	\$4,600,000	0.912	\$0	\$4,600,000
Total	\$58,200,000	\$57,900,000	\$300,000	\$17,750,000		\$1,094,400	\$16,655,600

True-Up Calculation After Project Completion (Payment #10)

Project Budget (Column A)	\$58,200,000
Final Actual Project Costs (Column B)	\$57,900,000
Final Project Cost Savings or (Overage)	\$300,000
Reduction Ratio	x 0.912
Reduction of City Funds based on Final Project Savings	\$273,600
Total of Prior Reduction of City Funds (Column F Total)	\$1,094,400
Reduction of City Funds based on Final Project Savings	- \$273,600
Additional City Funds Payment to Sinai based on True-Up	\$820,800

EXHIBIT B-7

MBE/WBE Illustration

Illustration of Combining Milestones and Using Previous Surplus for Compliance

Scenario: Milestones 6,7, and 8 combined to achieve cumulative compliance among the three Milestones

One-time only use of previous surplus compliance to make-up shortfall for Milestone 10

Milestone	MBE/WBE Budget	MBE Compliance Requirement (26%)	(Illustrative Only) Actual MBE	City Funds Request	Compliance Requirement at Time of Funds Request	Milestone Surplus	Cumulative Surplus	Surplus Used for Compliance
5	\$2,617,553	\$680,564	\$880,564	Yes	\$680,564	\$200,000	\$200,000	
6	\$6,466,393	\$1,681,262	\$1,321,262	No	NA		\$200,000	
7	\$9,187,000	\$2,388,620	\$2,408,620	No	NA		\$200,000	
8	\$8,100,000	\$2,106,000	\$2,746,000	Yes	\$6,175,882	\$300,000	\$500,000	
9	\$8,100,000	\$2,106,000	\$2,126,000	Yes	\$2,106,000	\$20,000	\$520,000	
10	\$12,800,000	\$3,328,000	\$2,848,000	Yes	\$3,328,000	\$0	\$40,000	\$480,000
Total	\$47,270,946	\$12,290,446	\$12,330,446		\$12,290,446			

EXHIBIT C

AMENDED TIF ELIGIBLE EXPENSES – MILESTONES 5 THRU 10

Total RDA Amendment Budget - \$58,200,000	Total Project Budget	TIF Eligible
General Requirements	\$ 2,612,147	\$ 2,475,361
Sitework	\$ 111,710	\$ 111,710
Demolition	\$ 1,376,811	\$ 1,376,811
Concrete/Masonry	\$ 2,386,175	\$ 2,386,175
Metals/Steel	\$ 3,561,213	\$ 3,561,213
Wood/ Plastics/Casework	\$ 3,671,618	\$ 3,671,618
Thermal Insulation/Moisture Protection	\$ 1,048,367	\$ 1,048,367
Doors/Windows	\$ 5,206,864	\$ 5,206,864
Finishes/Flooring	\$ 9,144,495	\$ 9,144,495
Specialties	\$ 2,115,000	\$ 2,115,000
Elevators/Conveying Systems	\$ 296,145	\$ 296,145
Fire Suppression	\$ 496,050	\$ 496,050
Plumbing	\$ 4,402,642	\$ 4,402,642
HVAC	\$ 3,959,449	\$ 3,959,449
Electrical	\$ 9,494,407	\$ 9,494,407
CONSTRUCTION TOTAL	\$ 49,883,093	\$ 47,270,946
FF&E	\$ 584,295	
Design Fees	\$ 2,816,865	\$ 2,669,359
Other Soft Costs (Consultants, Permits, Fees)	\$ 4,915,747	
PROJECT TOTAL	\$ 58,200,000	\$ 52,415,666

Exhibit F – The City of Chicago Sustainable Development Policy

Chicago Sustainable Development Policy (2024)

Strategy Menu and Third-Party Building Certifications

Strategy No.	Strategy Name	Points	Available In Compliance Pathway #1: Menu	Available In Compliance Pathway #2: Third-Party Certification
A. Bird Protection				
A.1	Bird Protection (Basic)	20	Y	Y
A.2	Bird Protection (Enhanced)	30	Y	Y
B. Energy				
B.1	Exceed Current Energy Transformation Code (5%)	20	Y	N
B.2	Exceed Current Energy Transformation Code (10%)	30	Y	N
B.3	Roof Top Solar-Ready Construction*	5	Y	Y
B.4	On-Site Renewable Energy Provision of 5-10%*	10	Y	Y
B.5	On-Site Renewable Energy Provision of 10-20%*	20	Y	Y
B.6	On-Site Renewable Energy Provision of > 20%*	30	Y	Y
B.7	Building Electrification	30	Y	N
B.8	Maximum 40% Glass	10	Y	N
B.9	Meet Current New Construction Best Practice Requirements	20	Y	N
C. Land Use and Green Infrastructure				
C.1	Green Roof Coverage (>50%)	10	Y	Y
C.2	Green Roof Coverage (100%)	20	Y	Y
C.3	Productive Landscapes	5	Y	Y
C.4	Native Landscapes	5	Y	Y
C.5	Tree Health	5	Y	Y
C.6	Industrial Landscaped Buffer**	10	Y	Y
C.7	Non-Toxic Pavement Sealants	5	Y	Y
C.8	Naturalize River Edges	10	Y	Y
C.9	Exceed River Setback for Naturalized Space	5	Y	Y
C.10	Aquatic River Habitat	10	Y	Y
D. Public Health and Community Benefits				
D.1	Well Building Standard	50	Y	Y
D.2	Fitness Certification	30	Y	Y
D.3	100% on-site ARD	10 to 15	Y	Y
D.4	Air Quality Monitoring*	10	Y	Y
D.5	Indoor Air Quality	5	Y	Y
D.6	Cleaner Industrial Operations Equipment*	5	Y	Y
D.7	Cleaner Construction Equipment	5	Y	Y
D.8	Community Resiliency Asset	10 to 15	Y	Y
D.9	Workforce Development*	30	Y	Y
D.10	Exceed Requirements for Accessible Dwelling Units	5	Y	Y



Strategy No.	Strategy Name	Points	Available In Compliance Pathway #1: Menu	Available In Compliance Pathway #2: Third-Party Certification
E. Stormwater				
E.1	Sump Pump Capture and Reuse	5	Y	Y
E.2	Exceed Stormwater Ordinance by 25%*	10	Y	Y
E.3	Exceed Stormwater Ordinance by 50%*	20	Y	Y
E.4	100% Stormwater Infiltration	40	Y	Y
E.5	100-year Detention for Lot-to-Lot Buildings	25	Y	Y
E.6	100-year Detention for Bypass	5	Y	Y
F. Transportation				
F.1	Divvy Bikeshare Sponsorship	5	Y	N
F.2	Residential Bike Parking Facilities	5	Y	N
F.3	Non-Residential Bike Parking Facilities	5	Y	N
F.4	EV Charging Stations 30%	5	Y	N
F.5	EV Charging Stations Fast Charger	10	Y	N
F.6	EV Charger Readiness (Basic)	5	Y	N
F.7	EV Charger Readiness (Enhanced)	10	Y	N
F.8	Commercial EV Fleet Readiness*	10	Y	Y
F.9	CTA Digital Display	5	Y	Y
G. Waste				
G.1	80% Waste Diversion	5	Y	N
G.2	80% Waste Diversion + 13% reuse	10	Y	N
H. Water				
H.1	Indoor Water Use Reduction (25%)	5	Y	N
H.2	Indoor Water Use Reduction (40%)	10	Y	N
Sustainability Excellence & Innovation				
I.1	Sustainability Excellence and Innovation	5 to 20	Y	Y

Third-party Building Certification Program	Points
LEED Gold	80
LEED Platinum	90
LEED Zero	95
Three Green Globes	80
Four Green Globes	90
Green Globes Journey to Net Zero Carbon / Net Zero Energy	95

Third-party Building Certification Program	Points
PHUS	90
PHUS Zero	95
ILFI Living Building Challenge	90
ILFI Zero Energy	95
Enterprise Green Communities	80
National Green Building Standard Gold	70
National Green Building Standard Emerald	80

* Recommended strategy for Air Quality Ordinance and Industrial Use category projects

Exhibit H-2

Amended M/WBE Budget Milestones 5 thru 10 (see footnote below)

Total RDA Amendment Budget - \$58,200,000	Total Project Budget	M/WBE Budget
General Requirements	\$ 2,612,147	
Sitework	\$ 111,710	\$ 111,710
Demolition	\$ 1,376,811	\$ 1,376,811
Concrete/Masonry	\$ 2,386,175	\$ 2,386,175
Metals/Steel	\$ 3,561,213	\$ 3,561,213
Wood/ Plastics/Casework	\$ 3,671,618	\$ 3,671,618
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Doors/Windows	\$ 5,206,864	\$ 5,206,864
Finishes/Flooring	\$ 9,144,495	\$ 9,144,495
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HVAC	\$ 3,959,449	\$ 3,959,449
Electrical	\$ 9,494,407	\$ 9,494,407
CONSTRUCTION TOTAL	\$ 49,883,093	\$ 47,270,946
FF&E	\$ 584,295	
Design Fees	\$ 2,816,865	
Other Soft Costs (Consultants, Permits, Fees)	\$ 4,915,747	
PROJECT TOTAL	\$ 58,200,000	\$ 47,270,946

Total MBE 24%	\$ 11,345,027
Total WBE 4%	\$ 1,890,838
Total M/WBE Budget	\$ 13,235,865

Footnote: The budget above represents the remaining M/WBE Budget for milestones 5 thru 10 under the updated compliance policy of MBE 24%/WBE 4%. Total compliance percentages for Milestones 1 thru 4 were 22.2% MBE and 5.86% WBE at the completion of Milestone 4.