

**SECOND AMENDMENT TO OSF HEALTHCARE MINISTRY  
HEADQUARTERS REDEVELOPMENT AGREEMENT**

This Second Amendment to the OSF Healthcare Ministry Headquarters Redevelopment Agreement (hereinafter, the “Second Amendment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and among the City of Peoria, Illinois, an Illinois municipal corporation, (hereinafter referred to as the “City”), and OSF Healthcare System, an Illinois non-for-profit corporation, (hereinafter referred to as “OSF”) and 124 Adams Property Holdings, LLC, and Illinois limited liability company (hereinafter, referred to as the “Owner”, and collectively with OSF referred to as the “Redeveloper”).

**RECITALS**

A. The parties entered into the OSF Healthcare Ministry Headquarters Redevelopment Agreement as of April 23, 2019 (the “Redevelopment Agreement”).

B. The parties entered into the First Amendment to the OSF Healthcare Ministry Headquarters Redevelopment Agreement on July 27, 2021 (the “First Amendment”).

C. The parties desire to amend the Redevelopment Agreement to add additional costs for public improvements to be treated as part of the project to be designed and/or constructed by the Redeveloper, with the portion thereof constituting Redevelopment Project Costs to be reimbursed by the City to the Redeveloper subject to the terms and conditions set forth in the Redevelopment Agreement including the First Amendment and this Second Amendment.

D. All capitalized terms not otherwise defined herein have the meanings ascribed to such terms in the Redevelopment Agreement.

**NOW, THEREFORE**, the parties agree to amend the Redevelopment Agreement as follows:

Section 1: Amend Section 3.6 of the Redevelopment Agreement as amended by the First Amendment by the addition of the following words and deletion of the stricken words:

3.6 Reimbursement of Certain Costs Associated with Additional Public Improvements. The Redeveloper's Redevelopment Project Costs associated with the Additional Public Improvements referred to in Section 1.6 hereof shall be reimbursed to the Redeveloper in the form of TIF Reimbursement Payments, subject to the terms, conditions and limitations set forth in Article III and other sections of the Redevelopment Agreement, and further subject to an aggregate cap on such TIF Reimbursement Payments attributable to such Additional Public Improvements of ~~One Million Two Hundred Fifty Thousand Dollars (\$1,250,000)~~ One Million Five Hundred Thousand Dollars (\$1,500,000).

Section 2: All other terms and conditions of this Redevelopment Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment as of the first date set forth above.

THE CITY OF PEORIA,  
an Illinois municipal corporation

OSF HEALTHCARE SYSTEM,  
an Illinois not-for-profit corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

City Clerk

124 ADAMS PROPERTY HOLDINGS LLC,  
an Illinois limited liability company

By: 124 Adams Property Management LLC,  
an Illinois limited liability company, Manager

By: Saint Francis, Inc., Manager

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_