

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

This Third Amendment to the OSF Healthcare Ministry Headquarters Redevelopment Agreement (hereinafter, the “Third 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 effective as of April 23, 2019 (the “Redevelopment Agreement”).

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

C. The parties entered into the Second Amendment to the OSF Healthcare Ministry Headquarters Redevelopment Agreement effective as of August 23, 2022 (the “Second Amendment”).

D. The parties desire to amend the Redevelopment Agreement to add additional eligible costs 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, Second Amendment and this Third Amendment.

E. All improvements in the Redevelopment Agreement as amended by all Three Amendments are part of the Redevelopment Project Area and within the Project site and are eligible TIF costs.

F. 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: After Section 1.6.2 of the Redevelopment Agreement, add the following new Section 1.6.3:

1.6.3 Unanticipated Fire Suppression Equipment. The Redeveloper Agrees to pay the design, engineering, purchasing and installation costs attributable to any fire suppression systems not anticipated or foreseen when project costs were developed in Exhibit 1.3. The Additional Public Improvements are a part of the Redevelopment Project Area and within the Project Site and the Additional Public Improvements are eligible costs and payable as TIF Reimbursement Payments.

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

**IN WITNESS WHEREOF**, the parties have executed this Third 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

**-SIGNATURES CONTINUED ON NEXT PAGE-**

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: \_\_\_\_\_