

*DRAFT 4/18/19*

**OSF HEALTHCARE MINISTRY  
HEADQUARTERS  
REDEVELOPMENT AGREEMENT**

**TABLE OF CONTENTS**

**BACKGROUND AND RECITALS** ..... 1

**ARTICLE I: THE PROJECT** ..... 2

1.1 Description of the Project Site ..... 2

1.2 Description of the Project ..... 3

1.3 Estimate of Project Costs ..... 3

1.4 Employment Retention ..... 3

1.5 Project Construction Timeline ..... 3

**ARTICLE II: CONSTRUCTION OF THE PROJECT**..... 3

2.1 Submission and Approval of Plans ..... 3

    2.1.1 Preliminary Plans..... 4

    2.1.2 Final Plans ..... 4

    2.1.3 Approval by City of Preliminary Plans and Final Plans..... 4

    2.1.4 Construction Plans..... 4

    2.1.5 Changes in Construction Plans ..... 4

2.2 Conformance to Federal, State and Local Requirements..... 4

2.3 Utilities; Easements ..... 4

2.4 Certificate of Completion ..... 4

2.5 Zoning; Variances; Waivers; Special Use Permits ..... 5

    2.5.1 Zoning..... 5

    2.5.2 Variances; Waivers; Special Use Permits ..... 5

2.6 Insurance ..... 6

    2.6.1 Liability Insurance Prior to Completion..... 6

    2.6.2 Builder's Risk Prior to Completion ..... 6

2.7 Lien Waivers..... 6

2.8 Rights of Inspection ..... 7

2.9 Prevailing Wage Act..... 7

**ARTICLE III: TIF REIMBURSEMENT PAYMENTS**..... 7

3.1 Conditions Precedent to TIF Reimbursement Payments ..... 7

3.2 TIF Reimbursement Payments..... 7

3.3 Pledge of Project Site Tax Increment .....	7
3.4 Documentation of Redevelopment Project Costs .....	8
3.5 No Other City Financial Responsibility.....	8
<b>ARTICLE IV: PARKING.....</b>	<b>8</b>
4.1 Temporary Parking – One Tech Deck.....	8
4.2 Permanent Parking – One Tech Deck.....	8
4.3 Other Parking .....	8
<b>ARTICLE V: RIVER EDGE REDEVELOPMENT ZONE.....</b>	<b>10</b>
<b>ARTICLE VI: REPRESENTATIONS OF THE REDEVELOPER.....</b>	<b>10</b>
6.1 Organization.....	10
6.2 Authorization .....	10
6.3 Non-Conflict or Breach.....	10
6.4 Litigation.....	10
6.5 Location of Project.....	10
<b>ARTICLE VII: REPRESENTATIONS OF THE CITY.....</b>	<b>10</b>
7.1 Organization and Authorization.....	10
7.2 Redevelopment Plan .....	10
7.3 Non-Conflict or Breach.....	11
7.4 Litigation.....	11
7.5 Conformance with Redevelopment Plan .....	11
<b>ARTICLE VIII: REDEVELOPER COVENANTS AND RESTRICTIONS .....</b>	<b>11</b>
8.1 Project Subject to Redevelopment Plan and Agreement .....	11
8.2 Non-discrimination .....	11
8.3 Property Taxes .....	11
8.4 Duration of Covenants .....	11
8.5 Covenants Running with the Land.....	12
8.6 Covenants Binding for the Benefit of City, Etc.....	12
8.7 Forms of Covenants and Restrictions .....	12
<b>ARTICLE IX: PROVISIONS REGARDING ASSIGNMENT AND TRANSFER.....</b>	<b>12</b>
9.1 Restrictions on the Transfer of Project and/or Project Site Prior to Completion of Public Infrastructure Grants. ....	12

9.1.1 Restrictions .....	12
9.1.2 Conditions for Approval.....	13
9.2 Transfer of Project and Project Site after Completion of Construction of the Project.....	13
9.3 Status of Assignee.....	13
9.4 No Release of Redeveloper.....	13
<b>ARTICLE X: DEFAULT AND REMEDIES.....</b>	<b>13</b>
10.1 Events of Default .....	13
10.2 Remedies.....	13
10.3 Cure Period .....	14
10.4 Delay in Performance .....	14
<b>ARTICLE XI: EQUAL EMPLOYMENT OPPORTUNITY .....</b>	<b>14</b>
11.1 Non-Discrimination .....	15
11.2 Advertising.....	15
11.3 Terms and Conditions.....	15
<b>ARTICLE XII: MISCELLANEOUS.....</b>	<b>15</b>
12.1 Authorized Representatives .....	15
12.1.1 Redeveloper .....	15
12.1.2 City.....	15
12.2 Entire Agreement .....	15
12.3 Binding upon Successors in Interest.....	15
12.4 Titles of Paragraphs .....	16
12.5 Severability .....	16
12.6 Further Assistance and Corrective Instruments .....	16
12.7 Notices .....	16
12.8 No Additional Taxing Districts.....	17

**EXHIBITS:**

EXHIBIT 1.1:	PROJECT SITE
EXHIBIT 1.3:	ESTIMATED COST OF THE PROJECT
EXHIBIT 3.4-A:	REQUISITION FOR REIMBURSEMENT OF REDEVELOPMENT PROJECT COSTS
EXHIBIT 3.4-B:	REQUISITION FOR REIMBURSEMENT OF INTEREST COSTS
EXHIBIT 4.2	ONE TECHNOLOGY PLAZA PARKING DECK LEASE
EXHIBIT 8.7:	DECLARATION OF COVENANTS, USES AND RESTRICTIONS

**OSF HEALTHCARE MINISTRY HEADQUARTERS  
REDEVELOPMENT AGREEMENT**

This OSF HealthCare Ministry Headquarters Redevelopment Agreement (hereinafter, the “Agreement”) is made and entered into as of April \_\_, 2019, by and between the City of Peoria, Illinois, an Illinois municipal corporation, (hereinafter referred to as the “City”), and OSF Healthcare System, an Illinois not-for-profit corporation, (“OSF”) and 124 Adams Property Holdings, LLC, an Illinois limited liability company (hereinafter referred to as the “Owner”, and together with OSF collectively as the “Redeveloper”).

**BACKGROUND AND RECITALS**

**A. Downtown Conservation Tax Increment Financing District**

Pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as amended, (the “TIF Act”), and by the power and authority of the City as a home rule unit under Section 6 of Article VII of the Constitution of State of Illinois, after appropriate public hearings and comments of the Joint Review Board, the City Council of the City on July 9, 2013 adopted a series of ordinances that (i) designated the Downtown Conservation Tax Increment Financing District Redevelopment Project Area within the City (the “Redevelopment Project Area”); (ii) approved the Downtown Conservation Tax Increment Financing District Redevelopment Plan (the “Redevelopment Plan”) for the Redevelopment Project Area; and (iii) authorized and provided for Tax Increment Financing for the Redevelopment Project Area (collectively, the “TIF Ordinances”).

**B. OSF HealthCare Ministry Headquarters in Downtown Peoria**

As further described in this Agreement, the Redeveloper is proposing a comprehensive rehabilitation and redevelopment of the former Chase bank building located at 124 SW Adams Street in downtown Peoria, Illinois (described hereinafter as the “Project” and “Project Site”) as its corporate headquarters having approximately 700 full-time employees.(the “Headquarters”) The Project Site is located within the Redevelopment Project Area and is owned by Owner.

**C. Virtual Care Center**

OSF is also planning to develop the so-called former Caterpillar “LD Building” at 330 SW Adams Street in downtown Peoria as a Virtual Care Center (the "Virtual Care Center"), having approximately 500 full time employees.

**D. Redeveloper Parking**

The Redeveloper is in need of convenient accessible parking for its employees at its Headquarters and the Virtual Care Center. Accordingly, to assist the Redeveloper and the redevelopment of the Redevelopment Project Area, as further provided hereinafter, the City is prepared to satisfy the parking needs by making available sufficient parking within the so-called

“One Technology Plaza Parking Deck” (the “One Tech Deck”) located at the southwest corner of Fulton Street and Adams Street, as well as the so-called “Niagara Deck” and “Jefferson Deck” each located along Adams Street in downtown Peoria, Illinois.

#### **E. TIF Reimbursement Payments to Redeveloper With Respect to Project**

In order to develop the Redevelopment Project Area in accordance with the Redevelopment Plan and the TIF Act, to help arrest and prevent blighting conditions outside the Redevelopment Project Area, to increase the employment base of the City, to enhance the quality of life in the City, to provide an economic stimulus to the area of the City within which the Redevelopment Project Area is located that will attract other private development which will enhance the tax base of the City and to further the objectives of the Redevelopment Plan, the City, pursuant to its home rule powers under Article VII of the Constitution of the State of Illinois and the powers granted to the City pursuant to the TIF Act, intends to provide the Redeveloper with the incentives with respect to the Project as set forth in this Agreement, including the reimbursement of certain eligible costs pursuant to the TIF Act and Article III of this Agreement (hereinafter, and as further defined herein, the “TIF Reimbursement Payments”).

#### **F. Other Public Purposes for Agreement**

In addition to the other public purposes set forth above and otherwise in this Agreement, the City’s additional public purposes for entering into this Agreement include without limitation the following:

1. The City believes it is necessary to redevelop the Project Site in order to arrest the economic and physical decline of the Redevelopment Project Area, and to promote a policy of stabilization not only in the Redevelopment Project Area, but also in the surrounding area of the City.
2. Without the assistance of the City as set forth in this Agreement, the Redeveloper would not undertake the Project within the Project Site.
3. The City believes that the redevelopment of the Project pursuant to this Agreement and the Redevelopment Plan is in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

### **ARTICLE I: THE PROJECT**

1.1 Description of the Project Site. The Project Site is the real property formerly known as the Chase Bank Building located at 124 SW Adams Street (PIN:1809260019), which real property constitutes a part of the block bounded by Adams Street, Main Street, Washington Street and Fulton Street in downtown Peoria, Illinois, which Project Site is further depicted on Exhibit 1.1 attached hereto and incorporated herein (the “Project Site”).

The balance of the above block (including without limitation, PINS: 1809261013 1809261000 and 1809260018) is owned by the Redeveloper, but is specifically not within the Project Site hereunder; and not the subject of this Agreement (“Balance of the Block”). The Balance of the Block, however, will be the subject to ongoing negotiations between the City and the Redeveloper regarding a mixed use development thereon to be completed within the next 3-5 years.

1.2 Description of the Project. The Project (the “Project”) consists of a comprehensive redevelopment of the Schipper and Block Building, (most recently known as the Chase Bank Building). The Schipper and Block Building was constructed in 1905 as the first steel skyscraper in Peoria and became known soon after as the Blok and Kuhl Department Store. Owner acquired the building in 2017 for the purposes of redeveloping a centralized corporate headquarters designated as the “OSF HealthCare Ministry Headquarters.”

The Project will consist of collaborative administrative office space housing medical professionals, attorneys, financial professionals, and C-suite officers, among others. In total, approximately 700 OSF Mission Partners (employees) will occupy and utilize the former Block and Kuhl Building to provide support services for OSF HealthCare hospitals and outpatient centers throughout the Midwest. The Project will also include site amenities to benefit OSF Mission Partners and the Downtown public. The former Caterpillar Merchandise Center will be programmed with a public facing coffee shop. The former A&P grocery store at the corner of Washington and Fulton will be programmed with a public facing restaurant. It is anticipated that OSF Mission Partners (employees) at the Headquarters will provide an impact of \$2 million per year to Downtown Peoria through increased economic activity.

1.3 Estimate of Project Cost. The Redeveloper estimates that it will invest approximately \$127,000,000 in capital expenditures and other expenses related to the Project (the “Project Cost”). An estimated breakdown of such Project Cost is set forth on Exhibit 1.3 attached hereto and incorporated herein. The City and Redeveloper acknowledge that the Project Cost and breakdown thereof set forth on Exhibit 1.3 are realistic good faith estimates.

1.4 Project Employment. The Redeveloper estimates that the new OSF HealthCare Ministry Headquarters on the Project Site will have approximately 700 full time employees (OSF Mission Partners). In addition, the redevelopment/construction of such Headquarters is anticipated to create 300 construction jobs. Finally, the additional development on the Virtual Care Center on the 300 Block of SW Adams Street is expected to employ approximately 500 full time employees.

1.5 Project Construction Timeline. The Redeveloper represents that construction of the Project will commence in 2019. The Redeveloper plans to complete construction of the Project by December 22, 2022.

## **ARTICLE II: CONSTRUCTION OF THE PROJECT**

2.1 Submission and Approval of Plans for Project. All work with respect to the construction of the Project shall be in compliance with the Redevelopment Plan and this Agreement.

2.1.1 Preliminary Plans. The Redeveloper shall submit to the City preliminary plans and specifications ("Preliminary Plans") for the Project. The City shall review the Preliminary Plans for the purpose of determining compliance with the Redevelopment Plan, this Agreement, and all applicable laws, statutes, ordinances, rules and regulations. It is understood that in the event that the Preliminary Plans do not so comply, the Redeveloper shall amend the Preliminary Plans, prior to proceeding further with the applicable element of the Project, all in accordance with the provisions of Section 2.1.3 hereof.

2.1.2 Final Plans. The Redeveloper shall submit to the City final plans ("Final Plans") for the Project. The City shall review the Final Plans for the purpose of determining compliance with the Preliminary Plans, the Redevelopment Plan, this Agreement and all applicable laws, statutes, ordinances, rules and regulations. It is understood that in the event that the Final Plans do not so comply, the Redeveloper shall amend the Final Plans, prior to proceeding further with the applicable element of the Project, all in accordance with the provisions of Section 2.1.3 hereof.

2.1.3 Approval by City of Preliminary Plans and Final Plans. The City's approval or disapproval of the Preliminary Plans and Final Plans pursuant to Sections 2.1.1 and 2.1.2 hereof must be made in writing and, if disapproved, shall set forth the reasons for such disapproval. If disapproved, the Redeveloper shall, within thirty (30) days from the date of disapproval, resubmit revised plans which the City shall review within fourteen (14) days. This process shall repeat until the plans are approved by the City. The City will not unreasonably withhold, delay or condition its approval.

2.1.4 Construction Plans. The Redeveloper shall submit to the City construction plans ("Construction Plans") for the Project. The City shall within thirty (30) days from receipt, approve or disapprove the Construction Plans, after reviewing said plans for compliance with the Final Plans, the Redevelopment Plan, this Agreement and all applicable laws, statutes, ordinances, rules and regulations. If the City disapproves any such Construction Plans, the Redeveloper shall submit revised plans within a reasonable time from the date of disapproval. Upon resubmission, the City shall review and approve or disapprove such revised plans within fourteen (14) days of submittal. This process shall repeat until such plans are approved by the City. The City will not unreasonably withhold, delay or condition its approval.

2.1.5 Changes in Construction Plans. Prior to completion of the Project as certified by the City in accordance with Section 2.4 hereof, if the Redeveloper desires to make any substantial change in the Construction Plans which significantly affects the appearance, function, or structural integrity of such element, the Redeveloper shall submit the proposed change to the City for its approval. The City shall within fourteen (14) days from receipt approve or disapprove the changes to the Construction Plans, after reviewing said change in plans for compliance with the Final Plans, the Redevelopment Plan, this Agreement and all applicable laws, statutes, ordinances, rules and regulations. If the Construction Plans, as modified by the proposed change, so comply, the City shall approve the proposed change and notify the Redeveloper in writing of its approval. If the City disapproves of such changed plans, it shall so advise the Redeveloper within fourteen (14)

days of submission and the Redeveloper may submit revised changed plans within a reasonable time from the date of disapproval. This process shall repeat until such changed plans are approved by the City. If such changed plans are not so approved or disapproved within fourteen (14) days of receipt of the submission to the City by the Redeveloper, such changed plans will be deemed approved. The City will not unreasonably withhold, delay or condition its approval.

2.2 Conformance to Federal, State and Local Requirements. All work with respect to the Project shall conform to the City's zoning code, land development code, building code and all applicable federal, state and local laws, regulations and ordinances including, but not limited to, environmental codes and life safety codes, this Agreement and the Redevelopment Plan.

2.3 Utilities; Easements. Redeveloper shall grant to the City and utility companies utility easements in locations which are set forth in the Construction Plans agreed to by the Redeveloper and the City, provided that such easement areas do not interfere with the development of the Project and Project Site and which are otherwise reasonably acceptable to the Redeveloper.

2.4 Certificate of Completion. Promptly after completion of construction of the Project and upon written request of the Redeveloper, the City, following the proper inspection, testing and approval procedures, will execute and deliver to the Redeveloper a certificate of completion with respect thereto. Said instrument of certification by the City shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction with respect to the obligations of the Redeveloper and its successors and assigns that the construction of the Project has been completed in accordance with the provisions of this Agreement.

2.5 Zoning; Variances; Waivers; Special Use Permits. The City acknowledges that various zoning changes, variances, waivers and special use permits may be needed for the construction and operation of the Project. The City agrees to reasonably cooperate with the Redeveloper with regard to the same to the extent permitted by Illinois law and City ordinances. Without limiting the generality of the foregoing, the City specifically agrees as follows:

2.5.1 Zoning. The City agrees to schedule all meetings before the City Council and all appropriate commissions that are needed for the City Council to consider the rezoning of the Project Site to a zoning classification that will permit the construction and operation of the Project. When public hearings are required by law to be held prior to granting any such zoning, the City will expeditiously schedule and conduct such hearings.

2.5.2 Variances; Waivers; Special Use Permits. The City agrees to consider all requests for variances, waivers and special use permits necessary for the construction and operation of the Project in a timely fashion. When public hearings are required by law to be held prior to granting any such variances or special use permits, the City will expeditiously schedule and conduct all such hearings. To the extent permitted by law, the City agrees that any such request by the Redeveloper will not be unreasonably withheld, delayed or conditioned.

## 2.6 Insurance.

2.6.1 Liability Insurance Prior to Completion. Prior to commencement of construction of each element of the Project, the Redeveloper or the Redeveloper's contractor shall procure and deliver to the City, at the Redeveloper's or such contractor's cost and expense, and shall maintain in full force and effect until each and every obligation of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, and workmen's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than Five Million Dollars (\$5,000,000) for each occurrence and Five Million Dollars (\$5,000,000) total. Such insurance policies shall be in form and content, and shall be issued by companies, reasonably satisfactory to the City. The Redeveloper or Redeveloper's contractor will provide City with at least ten (10) days prior written notice of any cancellation or amendment of any such policies. The Redeveloper or Redeveloper's contractor will provide certificates of such insurance to the City upon request.

2.6.2 Builder's Risk Prior to Completion. Prior to completion of the construction of the Project as certified by the City, the Redeveloper or the Redeveloper's contractor shall keep in force at all times Builder's Risk insurance against risks of direct physical loss or damage unless the loss is limited or caused by a peril that is excluded, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Project. Such insurance policies shall be in form and content, and shall be issued by companies, reasonably satisfactory to the City. The Redeveloper will provide City with at least ten (10) days prior written notice of any cancellation or amendment of any such policies. Redeveloper will provide certificates of such insurance to the City upon request.

2.6.3 Self-Insurance. Notwithstanding any other provision of this Agreement, the Redeveloper shall have the right to self-insure for some or all of the risks described in Section 2.6.1 and 2.6.2 or to retain such portion of the risk as the Redeveloper may see fit, as long as the net worth of the Redeveloper, as determined in accordance with generally accepted accounting principles, exceeds \$100,000,000.00. In the event that Redeveloper elects to self-insure, Redeveloper (i) shall not be required to name additional insureds, and (ii) the commercial general liability insurance limits shall be not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

2.7 Lien Waivers. All contracts, for construction of the Project shall provide that all contractors and subcontractors shall furnish contractor's affidavits in the form provided by State statute and that full or partial waiver of liens be contemporaneously required for all payments made.

2.8 Rights of Inspection. During construction of the Project, the City or its designee shall have the right at any time and from time to time to enter upon the Project for the purposes of inspection. For safety reasons, the City will give reasonable advance notice to the Redeveloper or

its designee of any such inspection, will follow reasonable safety rules at the Project Site in carrying out such inspections, and shall be accompanied by a designated representative of either Redeveloper or Redeveloper's Contractor. Inspection by the City of the Project shall not be construed as a representation by the City that there has been compliance with the Construction Plans or that the Project will be or is free of faulty materials or workmanship, or a waiver of any right, the City or any other party may have against the Redeveloper or any other party for noncompliance with the Construction Plans, Preliminary Plans or the terms of this Agreement.

2.9 Prevailing Wage Act. To the extent any of the public infrastructure to be constructed by the Redeveloper as part of the Project constitutes "public works" subject to the Prevailing Wage Act (820 ILCS 130/1 et seq.), the Redeveloper agrees to comply with the provisions of such Prevailing Wage Act.

### **ARTICLE III: TIF REIMBURSEMENT PAYMENTS**

3.1 Conditions Precedent to TIF Reimbursement Payments. The City's obligation to make the TIF Reimbursement Payments as set forth in this ARTICLE III is subject to, and conditional upon, the Redeveloper's material compliance with the terms of this Agreement.

3.2 TIF Reimbursement Payments. Subject to all of the terms and conditions set forth in this Agreement, the City shall reimburse the Redeveloper for all of its "Redevelopment Project Costs" as defined in Section 3 of the TIF Act, as amended, (65 ILCS 5/11-74-4.3) ("Redevelopment Project Costs"), but only out of and to the extent of the Project Site Tax Increment (defined below) for each complete assessment year during the entire TIF Reimbursement Period (defined below). The reimbursements to the Redeveloper set forth in this Section 3.2 are hereinafter referred to individually as a "TIF Reimbursement Payment" and collectively as the "TIF Reimbursement Payments." The TIF Reimbursement Payments shall be made by the City to the Redeveloper for each complete assessment year during the TIF Reimbursement Period no later than fifteen (15) days after the Project Tax Increment for each such assessment year is deposited in the Tax Increment Allocation Fund for the Redeveloper Project Area pursuant to the TIF Act ("Tax Increment Allocation Fund"). The City covenants and agrees to deposit all incremental property tax revenues generated by the Project into the Tax Increment Allocation Fund, which shall be a segregated account at an FDIC-insured financial institution having at least two branches in Peoria County, Illinois.

"Project Site Tax Increment" means, for each assessment year, all ad valorem real estate taxes attributable to the Project Site that are required to be deposited in the Tax Increment Allocation Fund.

"TIF Reimbursement Period" means the entire period commencing on the date hereof and ending on January 1 of the year following the earlier of (i) the fifth (5<sup>th</sup>) anniversary of the date that the final certificate of occupancy is issued for the Project or (ii) the eighth (8<sup>th</sup>) anniversary of the date of this Agreement.

3.3 Pledge of Project Site Tax Increment. Subject to all the terms and conditions of this Agreement, the City hereby pledges the Project Site Tax Increment to the Redeveloper as set forth in this Section 3.

3.4 Documentation of Redevelopment Project Costs. The Redeveloper shall document its Redevelopment Project Costs (as referenced in Section 3.2 of the Agreement) to the reasonable satisfaction of the City by the submission of requisitions for reimbursement in substantially the form of Exhibit 3.4-A and Exhibit 3.4-B attached hereto and incorporated herein.

3.5 No Other City Financial Responsibility. The TIF Reimbursement Payments set forth in this Article III constitute the City's sole and exclusive financial responsibility with respect to the Project.

#### **ARTICLE IV: PARKING**

4.1 Temporary Parking – One Tech Deck. From the date of this Agreement until the earlier of (i) the date that a final certificate of occupancy is issued by the City with respect to the Project or (ii) December 31, 2022, the City will lease on a monthly basis to OSF for the benefit of employees of the Redeveloper, available parking spaces in the One Tech Deck at the rate of Thirty Seven Dollars and Fifty Cents (\$37.50) per month (with the number of available parking spaces so leased determined by the Redeveloper from time to time).

4.2 Permanent Parking – One Tech Deck. Upon the issuance of a final certificate of occupancy with respect to the Project, OSF will triple net lease the entire One Tech Deck from the City pursuant to the One Technology Plaza Parking Deck Lease in the form attached hereto and incorporated herein as Exhibit 4.2 (the "Parking Deck Lease").

4.2.1 The obligations of the City and OSF under the Parking Deck Lease are subject to (i) the City acquiring all right, title, and interest of Caterpillar, Inc. in the One Tech Deck from Caterpillar (the "Caterpillar Interest") and Illinois Central College releasing all rights it has or may have in the One Tech Deck (the "ICC Release"); and OSF acquiring all right, title and interest of Caterpillar, Inc. in the LD Building referenced in Recital C.

4.2.2 OSF and the City shall execute the Parking Deck Lease within ten (10) business days after (i) the City acquires the Caterpillar Interest and secures the ICC Release, and (ii) OSF acquires the LD Building, provided however, that the commencement date of the term of the Parking Deck Lease shall be date of issuance of a final certificate of occupancy with respect to the Project.

4.3 Other Parking. Upon the issuance of a final certificate of occupancy with respect to the Project, the City will lease on a monthly basis to employees of the Redeveloper parking spaces that are available in the Niagara Deck and Jefferson Deck, for Thirty Three Dollars (\$33.00) per month (to the extent that the One Tech Deck is not sufficient for the Redeveloper's employees at the OSF HealthCare Ministry Headquarters and the Virtual Care Center). This obligation is subject to the City continuing to own such respective parking decks and the parking spaces not being leased to other users at higher rates. Rent is subject to increase ("Market Rent") commencing on the twentieth (20<sup>th</sup>) anniversary of the date of issuance of such final certificate of occupancy. For purposes of the Niagara Deck and Jefferson Deck leases, the Market Rent shall be determined as follows: Within thirty (30) days prior to the 20<sup>th</sup> anniversary date, City will give notice to Redeveloper of City's determination of the Market Rent for the parking, and City's determination will constitute the Market Rent unless Redeveloper objects by giving City written notice of

objection (including Redeveloper's determination of the Market Rent) within five (5) days after Redeveloper's receipt of City's determination. If Redeveloper so objects, and the parties are unable to agree upon the Market Rent within thirty (30) days after the Redeveloper's objection, then, by written notice to the other delivered within twenty (20) days after the 30-day period described in this sentence, either party may demand that Market Rent be determined by the appraisal process set forth below. If determination by appraisal is demanded, the Experts (as defined below) shall be instructed to determine the then current monthly Market Rent. The monthly Market Rent will be so determined by a board consisting of three independent and disinterested reputable commercial real estate professionals (licensed brokers/agents or appraisers) with at least 10 years' experience in the leasing or appraising of the rental value of commercial office space in the Peoria metropolitan area (the "Market"). City and Redeveloper will each appoint its respective Expert within thirty (30) days following the appraisal demand. The third Expert will be appointed by the first two Experts. If the first two Experts are unable to agree on a third Expert within thirty (30) days after the appointment of the second Expert, then either Redeveloper or City may request that the Appraisal Institute appoint a third appraiser. All appraisers shall be charged with determining the Market Rent. Any Expert so appointed by the American Institute of Appraisers shall be a disinterested reputable real estate appraiser with at least ten (10) years' experience in appraising the rental value of commercial office space in the Market, and shall be a member of the Appraisal Institute with the designation of "MAI." The Experts shall be instructed to each independently reach their respective determinations of the monthly Market Rent within thirty (30) days after appointment of the third Expert. If determinations of at least two of the Experts are identical in amount, that amount will be determined to be the monthly Market Rent. If the determinations of all three Experts are different in amount, the highest appraised value will be averaged with the middle value (that average being referred to as "Sum A"). The lowest appraised value will be averaged with the middle value (that average being referred to as "Sum B"), and the Market Rent will be determined as follows: (i) if neither Sum A nor Sum B differs from the middle appraised value by more than 7% of the middle appraised value, then the Market Rent will be the average of the three appraisals, (ii) if either Sum A or Sum B (but not both) differs from the middle appraised value by more than 7% of the middle appraised value, then the Market Rent will be the average of the middle appraised value and the appraised value closer in amount to the middle appraised value, and (iii) if both Sum A and Sum B differ from the middle appraised value by more than 7% of the middle appraised value, then the Market Rent will be equal to the middle appraised value. Written notice of the monthly Market Rent as duly determined in accordance with this paragraph shall be promptly given to City and Redeveloper and will be binding and conclusive on them. Each party will bear its own expenses in connection with the appraisal proceeding (including the Expert it appoints), and the fees of the third Expert will be borne equally. If, for any reason, the Market Rent has not been determined at the time of the commencement of the next month Market Rent will be the amount set forth in City's original determination, and if the determination of the Experts as provided above indicates that a lesser or greater amount should have been paid than that which was actually paid, a proper adjustment will be made in a payment from City to Redeveloper, or Redeveloper to City, as the case may be. For purposes of this Section, "Market Rent" means the net annual rent that a willing tenant would pay, and a willing lessor would accept, in arms-length, bona fide negotiations, if the premises at issue were leased to a single tenant for the period in question under a lease pursuant to which such tenant would not receive any rental concession, such as rental abatements or "free rent" periods or rental assumption, inducements or any leasehold improvement allowance, and otherwise taking into account any other pertinent factors, including, but not limited to, the net effective annual rates per

rentable square foot for leases of comparable space in comparable buildings recently or then being entered into in the Market (“Comparable Rates”). In determining the Market Rent and using Comparable Rates in connection with such determination, the following factors (and any other factors then known to be pertinent) shall be considered: the size of the premises; the length of the term; permitted use; quality of services provided; location and/or floor level; definition of rentable area; existing leasehold improvements; leasehold improvements to be provided by the lessor, whether directly or by allowance; the quality, age and location of the building; rental concessions (such as rental abatements or “free rent” periods and rent assumptions); inducements; the respective obligations of the lessor and the tenant; the manner in which the rents are then subject to escalation; and the time the particular rate under consideration became or will become effective.

## **ARTICLE V: RIVER EDGE REDEVELOPMENT ZONE**

The Project Site is located within the City of Peoria River Edge Redevelopment Zone (“Redevelopment Zone”). The Owner acknowledges that it does not qualify for any real estate tax abatement through its inclusion in the Redevelopment Zone.

## **ARTICLE VI: REPRESENTATIONS OF THE REDEVELOPER**

Each Redeveloper represents and warrants as follows:

6.1 Organization. Each Redeveloper is organized, existing and in good standing under the laws of the State of Illinois.

6.2 Authorization. Each Redeveloper has power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement.

6.3 Non-Conflict or Breach. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of each Redeveloper's organizational documents or any restriction, agreement or instrument to which each Redeveloper is now a party or by which each Redeveloper is bound.

6.4 Litigation. There is no litigation either pending or threatened that would affect the ability of each Redeveloper to proceed with the terms of this Agreement.

6.5 Location of Project. The Project will be located within the Project Site.

## **ARTICLE VII: REPRESENTATIONS OF THE CITY**

The City represents and warrants as follows:

7.1 Organization and Authorization. The City is a municipal corporation organized and existing under the laws of the state of Illinois, and has the power to enter into and by proper action has been duly authorized to execute, deliver and perform this Agreement.

7.2 Redevelopment Plan. The Redevelopment Plan (including the Redevelopment

Project Area set forth therein) has been properly formed, adopted and approved by the City in accordance with Illinois law and is in full force and effect.

7.3 Non-Conflict or Breach. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the City is now a party or by which the City is bound.

7.4 Litigation. There is no litigation either pending or threatened that would affect the ability of the City to perform this Agreement.

7.5 Conformance with Redevelopment Plan. The construction of the Project (and the intended use thereof as described herein) and the performance of this Agreement as described herein is in conformance with the Redevelopment Plan.

## **ARTICLE VIII: REDEVELOPER COVENANTS AND RESTRICTIONS**

8.1 Project Subject to Redevelopment Plan and Agreement. The Redeveloper agrees to comply with the terms and conditions of this Agreement.

8.2 Non-discrimination. The Redeveloper shall not discriminate in violation of any applicable federal, state or local laws or regulations upon basis of race, color, religion, sex, age, or national origin or other applicable factors in the sale, lease or rental, or in the use or occupancy of the Project or any part thereof.

8.3 Property Taxes. The Owner covenants that it will pay or cause to be paid all real estate taxes with respect to the Project and the Project Site when due. Prior to the end of the TIF Reimbursement Period, the Redeveloper shall not apply for, seek, or authorize any exemption from the imposition of general real estate taxes on the Project or Project Site, or any portion thereof, without first obtaining prior written approval of the City. Nothing herein shall be construed so as to prevent the Owner from otherwise contesting the assessment or collection of any taxes under statutory procedures set forth in the Illinois Revised Statutes. In the event that said real estate taxes are not paid within thirty (30) days of the date said taxes are due, the City may, at its option, pay said taxes. Any amounts paid by the City shall immediately become due from the Owner, together with interest at the rate of 12% per annum. As of the date of such payment, the City shall have a lien against the Project for all amounts paid together with interest and all expenses incurred in the recovery of said amounts.

8.4 Duration of Covenants. It is intended and agreed that the covenants provided in Sections 8.1 and 8.3 of this Agreement shall remain in effect until the termination of the Redevelopment Plan, and that the covenants provided in Section 8.2 hereof shall remain effective without any time limitation; provided, that all such covenants shall be binding on the Redeveloper only for such period as the Owner maintains a direct ownership interest in the Project Site (excluding, for example, a direct interest therein solely as a creditor or mortgagee), and only with respect to such direct ownership interest in the Project Site.

8.5 Covenants Running with the Land. Subject to Section 8.4, it is intended and agreed that the covenants set forth in Sections 8.1 through 8.3 above shall be covenants running with the land and that they shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City, and with regard to Section 8.2 hereof, the City, the State of Illinois and the United States of America.

8.6 Covenants Binding for the Benefit of City, Etc. Subject to Section 8.4, it is also intended and agreed that the foregoing covenants set forth in Sections 8.1 through 8.3 above shall in any event, and without regard to technical classification or designation as legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City, the State of Illinois and the United States of America as provided in Section 8.5.

8.7 Forms of Covenants and Restrictions. Certain of the covenants, uses and restrictions referred to in this Article VIII shall substantially be in the form of the Declaration of Covenants, Uses and Restrictions attached hereto and made a part hereof as Exhibit 8.7 which shall be concurrently executed and recorded with the Peoria County, Illinois Recorder of Deeds.

## **ARTICLE IX: PROVISIONS REGARDING ASSIGNMENT AND TRANSFER**

9.1 Restrictions on the Transfer of Project and/or Project Site Prior to Completion of Public Infrastructure Grants. The Redeveloper represents and agrees that prior to the completion of the construction of the Project, the following restrictions shall apply to the transfer of the Project or Project Site:

9.1.1 Restrictions. Owner agrees not to voluntarily transfer the Project Site or its rights under this Agreement without the prior written approval of the City, except for the granting of mortgages to secure financing to enable the Redeveloper to purchase the Project Site or construct the Project.

9.1.2 Conditions for Approval. The City shall be entitled to reasonably require, except as otherwise provided in this Agreement, as conditions to any such approval by the City required pursuant to this Section 9.1, that:

(a) Any proposed transferee shall have the qualifications and financial responsibility and capacity, as determined by the City in its sole discretion, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper (or, in the event the transfer is of or related to part of the Project, such obligations to the extent that they relate to such part).

(b) Any proposed transferee, by instrument in writing reasonably satisfactory to the City and in a form recordable among the land records, shall expressly assume all of the obligations of the Redeveloper under this Agreement and agree to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event that the transfer is of or relates to part of the Project, such obligations, conditions and restrictions to the extent that they relate to such part). Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Project, or any part thereof, shall not have

assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, agreements, conditions, or restriction, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Project or the construction thereof; it being the intent of this provision, together with other provisions of this Agreement that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of the Project or Project Site or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City, of any rights or remedies or controls regarding the Project and the construction thereof that the City would have had, had there been no such transfer.

(c) There shall be submitted to the City for advance review all instruments and other legal documents involved in effecting transfer.

9.2 Transfer of Project and Project Site after Completion of Construction of the Project. After completion of construction of the Project, the Owner (and any subsequent owner of the Project or Project Site or any part thereof) may transfer the Project or Project Site (or any portion thereof) without the consent of the City.

9.3 Status of Assignee. Any assignee of the Redeveloper under the provisions of Sections 9.1 or 9.2 hereof shall be considered the "Redeveloper" for all purposes of this Agreement.

9.4 No Release of Redeveloper. Any consent by the City to any total or partial transfer of the Project or the Project Site shall not be deemed a release of the Redeveloper from any of its obligations hereunder, or from any conditions or restrictions to which the Redeveloper is subject, unless the Redeveloper is expressly released in writing by the City.

## **ARTICLE X: DEFAULT AND REMEDIES**

10.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) the failure of a party to perform, keep or observe any of its material covenants, conditions, promises, agreements or obligations under this Agreement; or

(b) the making or furnishing by a party of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement that is untrue or misleading in any material respect, and which has a material adverse effect on the party's performance of its obligations under this Agreement.

10.2 Remedies. A non-defaulting party may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy against the

defaulting party, including, but not limited to, injunctive relief or the specific performance of the agreements and covenants contained herein.

### 10.3 Cure Period.

(a) In the event that a party shall fail to perform a monetary covenant, notwithstanding any other provision of this Agreement to the contrary, no Event of Default shall be deemed to have occurred unless the defaulting party shall have failed to perform such monetary covenant within thirty (30) days of such party's receipt of a written notice from any non-defaulting party specifying that it has failed to perform such monetary covenant.

(b) In the event of the occurrence of any other event that could constitute an Event of Default if left uncured, other than the failure to perform a monetary covenant, notwithstanding any other provision of this Agreement to the contrary, no Event of Default shall be deemed to have occurred unless the defaulting party shall have failed to perform such non-monetary covenant within sixty (60) days of such party's receipt of a written notice from any non-defaulting party specifying that it has failed to perform such non-monetary covenant; provided, however, with respect to those non-monetary defaults which are not reasonably capable of being cured within such sixty (60) day period, the defaulting party shall not be deemed to have committed an Event of Default under this Development Agreement if it has commenced to cure the alleged default within such sixty (60) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

10.4 Delay in Performance. For the purposes of any of the provisions of this Agreement except with regard to payment of real estate taxes as provided herein and except with regard to the payment of any money amount due hereunder by one party to the other, neither the City, nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or in default of, its obligations with respect to the acquisition or preparation of the Project Site for Redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or Redeveloper with respect to the acquisition or construction of the Project shall be extended for the period of the enforced delay.

## **ARTICLE XI: EQUAL EMPLOYMENT OPPORTUNITY**

The Redeveloper, for itself and its successors and assigns, agrees that during and with respect to the construction of the Project provided for in this Agreement that the following will apply:

11.1 Non-Discrimination. The Redeveloper will not discriminate in violation of any applicable federal or state statute against any employee or applicant for employment on the basis of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or natural origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Redeveloper 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 non-discrimination clause.

11.2 Advertising. The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper in connection with the construction and completion of the Project, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

11.3 Terms and Conditions. The Redeveloper and the City shall comply with the fair employment and affirmative action provisions of Chapter 17, Article III, and Division 4 of the municipal code with respect to the construction of the Project.

## **ARTICLE XII: MISCELLANEOUS**

### 12.1 Authorized Representatives.

12.1.1 Redeveloper. By complying with the notice provisions hereof, the Redeveloper shall designate an authorized representative from time to time, who, unless applicable law requires action by the Directors or Shareholders of the Redeveloper, shall have the power and authority to make or grant or do all things, requests, demands, approvals, consents, agreements and other actions required or described in this Agreement for and on behalf of the Redeveloper.

12.1.2 City. By complying with the notice provisions hereof, the City shall designate an authorized representative from time to time, who shall communicate with the Redeveloper on behalf of the City. Such representative shall not have the authority to make agreements on behalf of the City; provided, however, that the foregoing is not intended to limit or prohibit such representative from granting approvals or consents hereunder where required by the City for any act or conduct of the Redeveloper.

12.2 Entire Agreement. The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Redeveloper.

12.3 Binding upon Successors in Interest. This Agreement shall be binding upon all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.

12.4 Titles of Paragraphs. Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provision hereof.

12.5 Severability. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.

12.6 Further Assistance and Corrective Instruments. The City and the Redeveloper agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto, for carrying out the intention of or facilitating the performance of this Agreement.

12.7 Notices. Any written notice or demand hereunder from any party to another party shall be in writing and shall be served by (a) personal delivery, (b) fax with confirmation by first-class mail or (c) certified mail, return receipt requested at the following addresses:

To the City at:

City Clerk  
City of Peoria  
419 Fulton Street, Room 401  
Peoria, IL 61602

With copies to:

City Manager  
City of Peoria  
419 Fulton, Room 403  
Peoria, IL 61602

Corporation Counsel  
City of Peoria  
419 Fulton, Room 207  
Peoria, IL 61602

John S. Elias  
Elias, Meginnes & Seghetti, P.C.  
416 Main Street, Suite 1400  
Peoria, Illinois 61602

And, to the Redeveloper at:

OSF Healthcare System  
800 NE Glen Oak Avenue  
Peoria, IL 61603

With a copy to:

Hinshaw & Culbertson LLP  
Attn: Stephen T. Moore  
100 Park Avenue  
Rockford, IL 61101

Any party may change its address by providing notice in accordance with this provision. In the event said notice is mailed by certified mail, the date of service shall be deemed delivered on the date received as indicated on the return receipt, or the date refused by addressee.

12.8 No Additional Taxing Districts. Without the prior written consent of the Redeveloper, the City will not include the Project Site in any additional taxing districts, such as a special service area.

[Signature Page to Follow]

819-0258.03

**IN WITNESS WHEREOF**, the parties have executed this Agreement 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: \_\_\_\_\_

[Redevelopment Agreement]

**EXHIBIT 1.1**

**Project Site**

[SEE ATTACHED]

**EXHIBIT 1.3**

**Estimate of Project Costs**

<b><u>Estimated Project Costs (\$127,000,000.00)</u></b>	
<b><u>Demolition &amp; Construction</u></b>	<b><u>\$105,000,000.00</u></b>
<b><u>Furniture, Fixtures, Equipment</u></b>	<b><u>\$ 12,000,000.00</u></b>
<b><u>Public Improvements within Project Site</u></b>	<b><u>\$ 1,000,000.00</u></b>
<b><u>Other Fees/Costs*</u></b>	<b><u>\$ 9,000,000.00</u></b>
<b><u>Total Estimated Project Costs</u></b>	<b><u>\$127,000,000.00</u></b>

**EXHIBIT 3.4-A**

**Requisition for Reimbursement of Redevelopment Project Costs**

OSF Healthcare System and 124 Adams Property Holdings, LLC (the "Redeveloper ") does hereby certify to the City of Peoria (the "City") as follows:

1. That the Redeveloper has paid the following parties the following amounts for the items listed below, each of which constitutes "Redevelopment Project Costs" as defined in an Agreement between the City and the Redeveloper, dated \_\_\_\_\_, 2019 (the "Agreement").

<u>Party Paid</u>	<u>Redevelopment Project Cost</u>	<u>Amount</u>
_____	_____	_____

[Paid invoices or other evidence of payment are attached]

2. That it requests a payment in the total amount of \$\_\_\_\_\_ pursuant to the above referenced Agreement.

Date:

**OSF Healthcare System**

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

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

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

**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: \_\_\_\_\_

**EXHIBIT 3.4-B**

**Requisition for Reimbursement of Interest Costs**

OSF Healthcare System and 124 Adams Property Holdings, LLC (the "Redeveloper ") does hereby certify to the City of Peoria (the "City") as follows:

1. That the Redeveloper has during calendar year \_\_\_\_\_ incurred and/or paid the following interest to the following parties with respect to the "Project", as defined in an Agreement between the City and the Redeveloper, dated \_\_\_\_\_, 2019 (the "Agreement").

<u>Party</u>	<u>Description of Loan</u>	<u>Interest Paid</u>
_____	_____	_____

[Paid invoices or other evidence of payment are attached.]

2. That it requests a payment in the amount of \$\_\_\_\_\_ pursuant to the above referenced Agreement.

Date:

**OSF Healthcare System**

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

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

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

**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: \_\_\_\_\_

**EXHIBIT 4.2**

**ONE TECHNOLOGY PLAZA PARKING DECK LEASE**

**[Attached]**

**EXHIBIT 8.7**

*Prepared by:*

John S Elias  
Elias, Meginnes & Seghetti, P.C.  
416 Main Street, Suite 1400  
Peoria, Illinois 61602

*After recording return to:*

John S. Elias  
Elias, Meginnes & Seghetti, P.C.  
416 Main Street, Suite 1400  
Peoria, Illinois 61602

---

**DECLARATION OF COVENANTS, USES AND RESTRICTIONS**

124 ADAMS PROPERTY HOLDINGS, LLC, an Illinois limited liability company (the “Declarant”), is the owner of certain real property located in the City of Peoria, the County of Peoria, the State of Illinois, more fully described in Exhibit A attached hereto and made a part hereof (the “Project Site”).

The Declarant is a party to the OSF HealthCare Ministry Headquarters Redevelopment Agreement (the “Agreement”) dated as of \_\_\_\_\_, 2019, entered into by and among Declarant, OSF HEALTHCARE SYSTEM, an Illinois not-for-profit corporation (“OSF”, together with Declarant, the “Redeveloper”) with the CITY OF PEORIA (“City”). The Agreement provides that the Redeveloper shall develop a project as described in the Agreement (the “Project”) on the Project Site (as defined in the Agreement), which Project will further the development of the Downtown Conservation Tax Increment Financing District Redevelopment Plan (“Redevelopment Plan”). For the purpose of enhancing and protecting the value, the attractiveness and the desirability of the Project as developed pursuant to the terms of the Agreement; for the purpose of protecting the rights of the City pursuant to the terms of the Agreement; and for the purpose of enhancing and protecting the purposes of the Redevelopment Plan as aforementioned, the Declarant hereby declares that all of the Project and Project Site and each part thereof shall be held, sold, and conveyed only subject to the following covenants, uses and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any rights, title or interest in said property or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Terms capitalized but not defined in this Declaration shall have the meaning set forth in the Agreement.

1. Project Subject to Redevelopment Plan and Agreement. The Redeveloper agrees to comply with the terms and conditions of the Agreement and to use best efforts to construct the Project subject to the terms, covenants, building and use restrictions, and other conditions in the Redevelopment Plan and the Agreement.

2. Non-Discrimination. The Redeveloper shall not discriminate in violation of any applicable federal, state or local laws or regulations upon basis of race, color, religion, sex, age, or national origin or other applicable factors in the sale, lease or rental, or in the use or occupancy of the Project or any part thereof.

3. Property Taxes. The Declarant covenants that it will pay all real estate taxes duly imposed with respect to the Project Site when due, but may apply for, seek, or authorize any exemption from the imposition of general real estate taxes on the Project Site as provided for in the Agreement. The parties to the Agreement further agree that Declarant may contest the assessment or collection of any taxes under statutory procedures set forth in the Illinois Compiled Statutes. In the event that any real estate taxes due on the Project Site are not paid within thirty (30) days of the date said taxes are due in violation of Illinois laws, the City may, at its option, pay said taxes. Any amounts paid by the City shall immediately become due from the Declarant, together with interest at the rate of 12% per annum. As of the date of such payment, the City shall have a lien against the Project Site for all amounts paid together with interest and all expenses incurred in the recovery of said amounts.

4. Duration of Covenants. It is intended and agreed that the covenants provided in Sections 1 and 3 of this Declaration shall remain in effect until the termination of the Redevelopment Plan, and that the covenants provided in Section 2 of this Declaration shall remain effective without any time limitation; provided, that all such covenants shall be binding on the Declarant only for such period as the Declarant maintains a direct ownership interest in the Project Site (excluding, for example, a direct interest therein solely as a creditor or mortgagee), and only with respect to such direct ownership interest in the Project Site.

5. Covenants Running with the Land. Subject to Section 4 above, it is intended and agreed that the covenants set forth in Sections 1 through 3 above shall be covenants running with the land and that they shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City, and with regard to Section 2 above, the City, the State of Illinois and the United States of America.

6. Covenants Binding for the Benefit of City, Etc. Subject to Section 4 above, it is also intended and agreed that the foregoing covenants set forth in Sections 1 through 3 above shall in any event, and without regard to technical classification or designation as legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City, the State of Illinois and the United States of America as provided in Section 5 above.

7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no way affect any other provisions, which shall remain in full force and effect.

8. Amendment. This Declaration may be amended only by a written instrument signed by the City and the Declarant and recorded with the Peoria County Recorder of Deeds.

Executed at Peoria, Illinois, as of \_\_\_\_\_, 2019.

DECLARANT  
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: \_\_\_\_\_

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

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

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

Its: \_\_\_\_\_

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF PEORIA         )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of OSF Healthcare System, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_ of such corporation, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act on behalf of such corporation.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

(SEAL)

Commission Expires:

STATE OF ILLINOIS    )  
  ) ss.  
COUNTY OF PEORIA         )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of 124 Adams Property Holdings LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_ of such corporation, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act on behalf of such corporation.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

(SEAL)

Commission Expires: