

**OSF HEALTHCARE MINISTRY
HEADQUARTERS
REDEVELOPMENT AGREEMENT**

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**OSF HEALTHCARE MINISTRY HEADQUARTERS
REDEVELOPMENT AGREEMENT**

This OSF HealthCare Ministry Headquarters Redevelopment Agreement (hereinafter, the “Agreement”) is made and entered into as of _____, 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. Administration Building

OSF is also planning to develop the so-called former Caterpillar “LD Building” at 330 SW Adams Street in downtown Peoria as an administration building (the "Administration Building”), 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 Administration Building. 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. Redeveloper's intent is that the former Caterpillar Merchandise Center will be programmed with a public facing coffee shop to be operated by a partner or tenant of Redeveloper. Redeveloper's intent is that the former A&P grocery store at the corner of Washington and Fulton will be programmed with a public facing restaurant to be operated by a partner or tenant of Redeveloper. 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 Administration Building 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 (5th) anniversary of the date that the final certificate of occupancy is issued for the Project or (ii) the eighth (8th) 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 Administration Building). This obligation is subject to the parking spaces not being sub-leased by Redeveloper to other users at higher rates. Rent is subject to increase ("Market Rent") commencing on the twentieth (20th) 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 20th 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 Construction of the Project. 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]

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

By: _____

Print Name: _____

Title: _____

Attest:

By: _____
City Clerk

OSF HEALTHCARE SYSTEM,
an Illinois not-for profit corporation

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: _____

[Redevelopment Agreement]

EXHIBIT 1.1

Project Site

[SEE ATTACHED]

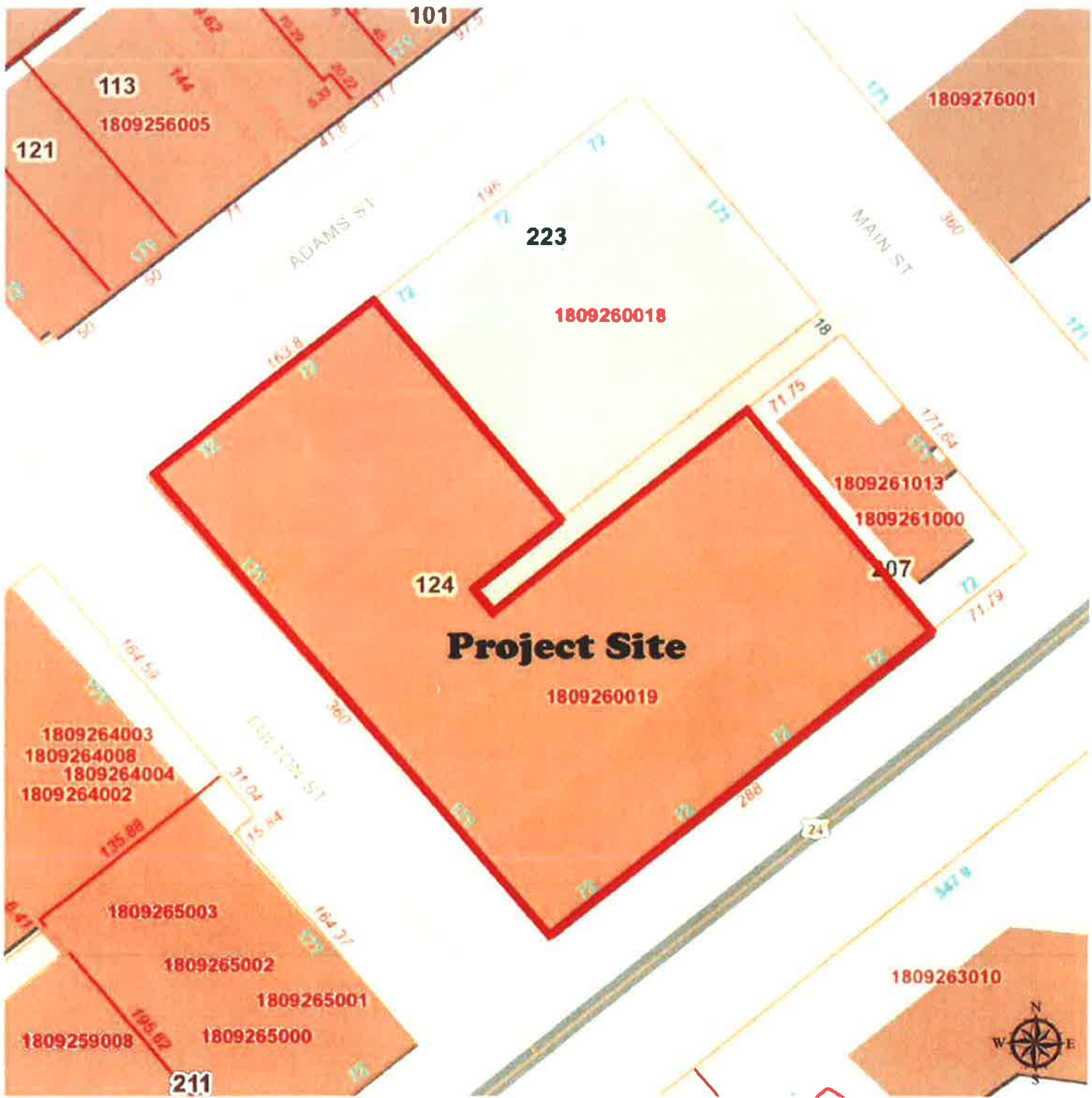


EXHIBIT 1.3

Estimate of Project Costs

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

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]

ONE TECHNOLOGY PLAZA PARKING DECK LEASE

THIS ONE TECHNOLOGY PLAZA PARKING DECK LEASE ("Lease") is dated as of _____, 2019, by and between the City of Peoria, Illinois, an Illinois municipal corporation, ("Landlord"), and OSF Healthcare System, an Illinois not-for-profit corporation, ("Tenant").

ARTICLE 1: LEASE OF THE PREMISES.

1.1 Lease of Premises. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, subject to and in accordance with the terms and the provisions of this Lease, all of the Landlord's right, title and interest in the Premises (defined below). Such Premises is sometimes commonly known as the One Technology Plaza Parking Deck, located at the south west corner of Adams Street and Fulton Street, Peoria Illinois. The parties hereto agree and acknowledge that the Premises contains 1129 parking spaces.

"Premises" means the entire nine (9) level Total Parking Structure Property and Building Complex (except the Retail Space) as described in the One Technology Plaza Parking Deck Plat of Survey, dated August 25, 1999, prepared by Clark Engineers, Inc. and recorded as Document No. 99-33591 on September 7, 1999, in the Office of the Recorder of Deeds, Peoria County, Illinois (the "Plat of Survey"), which is hereby incorporated by reference.

1.2 Use. The Premises shall be used by Tenant exclusively for parking of employees and invitees of Tenant and its affiliates and related uses. Tenant agrees to restrict its use to such purposes, and not to use, or permit the use of, the Premises for any other purpose without first obtaining the written consent of Landlord. Tenant agrees that the Premises shall be used and occupied in a careful, safe, lawful and proper manner, and that no waste shall be committed upon or any damage done to the Premises.

1.3 Possession. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date (defined in Section 2.1 hereof). If Landlord shall be unable for any reason whatsoever to deliver possession of the Premises on the Commencement Date, it shall not be liable to Tenant for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term hereof in any way be extended, but in such event Tenant shall not be liable for any rent until such time as Landlord can and does deliver possession.

1.4 Contingency. The obligations of Landlord and Tenant to perform under this Lease are subject to the contingencies set forth in Section 4.2.1 of the OSF Healthcare Ministry Headquarters Redevelopment Agreement to which this Lease is an Exhibit.

1.5 Lease Subject to Easements and other Restrictions. This Lease is subject to all easements, covenants and restrictions that affect the Premises ("Easements and Covenants") including without limitation the following:

- (a) Reciprocal Easement Agreement, by and among Landlord, Caterpillar, Inc. and Riverfront Development, L.L.C., dated September 7, 1999, and recorded as Document No. 99-34516 on September 15, 1999 in the Office of the Recorder of Deeds, Peoria

County, Illinois (“Reciprocal Easement Agreement”). All capitalized terms not otherwise defined herein have the meanings ascribed to such terms in the Reciprocal Easement Agreement.

- (b) Stairwell/Elevator Easement Agreement by and among Landlord, Caterpillar, Inc. and Riverfront Development, L.L.C., dated September 7, 1999, and recorded as Document No. 99-34517 on September 15, 1999 in the Office of the Recorder of Deeds, Peoria County, Illinois.

During the Term, Tenant shall be entitled to all of the rights, and shall assume all of the obligations, of Landlord under the Easements and Covenants.

ARTICLE 2: TERM.

2.1 Term. The term of this Lease (" Term") shall be the twenty (20) year period, commencing on the date that a final certificate of occupancy is issued by Landlord to Tenant with respect to the Project defined in the OSF HealthCare Ministry Headquarters Redevelopment Agreement to which this Lease is an Exhibit (“Commencement Date”) and ending on the day immediately preceding the twentieth (20th) anniversary of the Commencement Date (the “Expiration Date”), unless sooner terminated as provided herein.

ARTICLE 3: RENT.

3.1 Rent. During the Term, Tenant will pay Landlord at such place as Landlord may periodically designate in writing, as the rent hereunder to lease the Premises, the sum of Nineteen Thousand One Hundred and Ninety Three Dollars (\$19,193) per month ("Base Rent"). Tenant will pay such rent, without offset or deduction, and without previous demand therefor, on the Commencement Date and thereafter on the first day of each calendar month during the Term. Rent for the first and last partial months during the Term shall be prorated on a per diem basis based upon a thirty-day calendar month.

[For the avoidance of doubt the above monthly rent is based upon 1129 parking spaces and a monthly rate of \$17/month per space.]

3.2 Late Payment. Any rental payment not paid within ten (10) days after the first day of the month shall bear interest at the rate of eight percent (8%) per annum from the date payment was due until paid.

3.3 No Offset. Tenant waives and disclaims any present or any future right to apply any rental payment or any partial payment of rent against any obligation of the Landlord, however incurred, or to assert any such obligation as a offset or a counterclaim in any action for rent, and agrees that it will not claim or assert any such right, offset or counterclaim.

3.4 [Intentionally Left Blank]

3.5 Additional Rent. All amounts payable by Tenant to Landlord under the terms of this Lease, in addition to the Base Rent, shall be deemed “Additional Rent”, which together with

Base Rent shall be deemed "Rent", and in the event of nonpayment thereof, Landlord shall have all the rights and remedies herein provided for in case of nonpayment of Base Rent. Rent, as adjusted hereunder, shall, in addition, include and be increased by any tax, interest, or penalties imposed on rent payable under this Lease under any law now or hereafter applicable. In addition to all other amounts payable by Tenant to Landlord under the terms of this Lease, Tenant shall pay to Landlord, as set forth in subsection 3.5.3 below or as otherwise directed by Landlord, the following items of Additional Rent:

- 3.5.1 Taxes. All real property taxes and assessments of any kind or description (including those set forth in Section 4.1 hereof) due, owing, assessed, levied or otherwise imposed upon the Premises (including court costs, penalties, interest and fines owed due to delinquency or violations of law caused by Tenant) ("Taxes"), for any period during the Term hereof (with such taxes to be prorated for any tax year during which this Lease is in effect for less than the entire tax year). If the tax bill is placed in Tenant's name then Tenant shall be responsible for paying directly the entirety of the Taxes on the Premises prior to delinquency, and Taxes shall not be included in the payment calculation in Section 3.5.3 below.
- 3.5.2 Insurance. Tenant shall reimburse Landlord for the entire cost of premiums and other charges for Property Insurance for the Premises referred to in Section 8.2 hereof and such additional coverages as may be maintained pursuant to Article 8 hereof.
- 3.5.3 To facilitate payment of the Additional Rent identified in Section 3.5.1 through 3.5.2 above, Tenant shall, at the same time installments of Base Rent are due, pay to Landlord monthly in advance, one twelfth (1/12th) of the Additional Rent (as estimated by Landlord) for the then current lease year. If Tenant's actual Additional Rent for any Lease Year or partial lease year is less than the total amount paid by the Tenant for that period, the excess shall be credited against any Tenant payments next becoming due unless the period ending is the at the end of Lease Term in which event Tenant shall be reimbursed for the excess amount. If Tenant's actual Additional Rent for any lease year or partial lease year is greater than the total amount paid by Tenant for that period, Tenant shall, upon receipt of invoices from Landlord, pay such additional amount to Landlord.

ARTICLE 4: TAXES AND ASSESSMENTS.

4.1 Responsibility for Payment. Subject to Landlord's right to reimbursement from Tenant as Additional Rent pursuant to Section 3.5 hereof, Landlord shall pay all real estate taxes and assessments of every kind or description that are due, owing, levied or otherwise imposed on the Premises during the Term of this Lease prior to delinquency. Tenant shall reimburse Landlord for the payment of all such real estate taxes and assessments as Additional Rent as set forth in Section 3.5 hereof. Tenant may contest real estate tax assessments, at Tenant's cost and expense.

4.2 Landlord's Failure to Pay. If Landlord fails to pay such real estate taxes and assessments, Tenant may, at its option, pay such real estate taxes and assessments, together with

all penalties and interest which may have been added thereto because of Landlord's delinquency or default, and may likewise redeem the Premises, or any part thereof, or the buildings or improvements situated thereon, from any tax sale or sales. Any amounts so paid by Tenant shall become immediately due and payable to Tenant by Landlord, together with interest thereon at the rate of eight percent (8%) per annum from the date of payment by Tenant until repaid to Tenant by Landlord.

ARTICLE 5: UTILITIES.

Tenant shall, during the Term hereof, pay all charges for utilities, including, without limitation, all charges for telephone, gas, electric, sewage, garbage, heat, power and water used in or on the Premises, immediately on becoming due.

ARTICLE 6: REPAIRS AND MAINTENANCE.

6.1 Responsibility of Tenant. Subject to Section 6.3 and Article 9 below, Tenant shall, at its own expense and risk, maintain, repair and replace the entire Premises. Tenant's obligations shall include, without limitation, the foundation and structural elements of the Premises, the roof, plumbing (including underground or otherwise concealed plumbing, plumbing fixtures and pipes), slabs, floors, stairways, railings, windows, window glass, plate glass, doors, heating system, air-conditioning equipment, fire protection sprinkler system, elevators, the entire interior of the Building Complex, landscaping, curbs, pavements, entryways and awnings outside the Building Complex and all other parts of the Building Complex, and other improvements on the Premises. Tenant shall also keep such curbs and pavements free of ice and snow.

Tenant will not permit the existence or continuance of any mechanic's lien on or against the Premises. Within ten (10) days after receiving a notice of the filing of a mechanic's lien, Tenant will cause such mechanic's lien to be removed by payment or posting of appropriate bonds, or by depositing an amount equivalent to such claimed mechanic's lien as security with Landlord if Tenant, in good faith, contests such claimed mechanic's lien.

6.2 Responsibility of Landlord. Subject to Section 6.3 and Article 9 below, Landlord shall have no maintenance, repair or replacement responsibilities with respect to the Premises;

6.3 Capital Expenditures. During the Term, the parties agree that Tenant shall be financially responsible for the first Two Million Five Hundred Thousand Dollars (\$2,500,000) of Capital Expenditures (defined below) with respect to the Premises (the "Tenant Capital Expenditures Cap"); and that Landlord shall be financially responsible for Capital Expenditures with respect to the Premises in excess of the Tenant Capital Expenditure Cap. Notwithstanding anything to the contrary, the treatment of any and all expenditures with respect to the Premises as Capital Expenditures hereunder must be approved by Landlord and Tenant in writing in advance, which approvals shall not be unreasonably withheld, conditioned or delayed.

"Capital Expenditures" means, with respect to the Premises, all out of pocket expenditures of Tenant to unaffiliated third parties (excluding all operating expenses and maintenance expenses) that enhance the value of the Premises beyond a one year period and that are therefore treated as capital expenditures under generally accepted accounting principles.

ARTICLE 7: ALTERATIONS AND ADDITIONS.

7.1 No Consent of Landlord Required. Tenant shall not make any alterations or additions to the Premises without the written consent of Landlord and without complying with Section 7.2 hereof.

7.2 Construction of Alterations and Additions. Tenant shall (a) pay promptly, as due, the cost and the expense of any such alterations or additions to the Premises, so that the Premises shall, at all times, be free and clear of liens for labor, materials and supplies; (b) procure all necessary permits prior to undertaking such alterations and additions; (c) perform such alterations and additions, or to cause them to be performed, in a good and workmanlike manner, in accordance with all applicable governmental laws, statutes, and regulations, including applicable fire and building codes; and (d) indemnify and hold Landlord harmless from and against any and all injury, all loss, all claims and all damage to any person or to property (including attorneys' fees and costs) occasioned by or arising from such alterations and additions.

7.3 Ownership and Removal. Once alterations and additions to the Premises have been made they shall not be removed by Tenant without Landlord's written consent, and shall become part of the Premises and the sole property of Landlord.

ARTICLE 8: INSURANCE.

8.1 Responsibility of Tenant. Tenant agrees to and shall, prior to the date of commencement of this Lease, secure from a good and responsible insurance company or companies doing insurance business in the State of Illinois, with a Best Rating of A/X or better and maintain during the initial term and any subsequent terms of this Lease, the following coverages:

- (a) Comprehensive public liability insurance, including environmental and pollution coverage, insuring against claims, demands and actions with respect to bodily injury, death or property damage arising from Tenant's use of the Premises, with minimum limits of coverage of Five Million Dollars (\$5,000,000.00). Landlord shall be named as an additional insured thereunder.
- (b) Worker's Compensation coverage in the statutory amount, and employer's liability in the minimum amount of One Million Dollars (\$1,000,000.00).

Landlord shall be named as an additional insured on all such policies, subject to any and all restrictions and limits of Tenant's self-insurance provisions.

8.2 Responsibility of Landlord to Provide Property Insurance. Subject to its right to reimbursement from Tenant as Additional Rent as set forth in Section 3.5 hereof, Landlord agrees to and shall, prior to the date of commencement of this Lease, secure from a good and responsible insurance company or companies doing insurance business in the State of Illinois, with a Best Rating of A/X or better and maintain during the Term of this Lease, the following coverages: (i)

all risk property insurance in an amount not less than current replacement cost of the Premises and all other improvements within the Building Complex insuring Landlord interest therein; and (ii) rental interruption insurance covering Landlord's receipt of Base Rent and Additional Rent (collectively, "Property Insurance"). Tenant shall reimburse and pay to Landlord the entire cost of the premiums and other charges for such Property Insurance as further provided in Section 3.5 hereof.

8.3 Certificates. Tenant shall deliver to Landlord appropriate insurance certificates evidencing such coverages, such certificates providing for 30 days' notice to Landlord of cancellation or termination.

8.4 Proceeds. Tenant specifically agrees that the proceeds from any and all Property Insurance policy or policies described in Section 8.2 with respect to the Premises shall be payable to Landlord, who shall use such proceeds as provided in Article 9 below.

8.5 Mutual Waiver of Subrogation. Each party releases and discharges the other party, and all beneficiaries, officers, agents, employees, partners, or representatives of such party, and anyone claiming by, through or under any such parties, from and against any liability whatsoever arising from any loss, damage or injury caused by fire or other casualty for which insurance is carried by a party at the time of such loss, damage or injury, to the extent of any recovery by such party under such insurance. This release shall apply even if the loss or damage shall have been caused by the fault or negligence of the released party. The foregoing waiver shall not be effective, however, from any party whose insurance coverage would be invalidated by such waiver.

8.6 Tenant's Option to Self-Insure. Except for Tenant's reimbursement obligations to Landlord for insurance premiums on Property Insurance set forth in Section 8.2 and Section 3.5 hereof, Tenant shall have the right to Self-Insure, as provided in the Reciprocal Easement Agreement Section 4.5 and with the following additional provisions: (i) Tenant shall not be required to name additional insureds, (ii) Tenant shall be permitted to self-insure in lieu of commercial general liability insurance with minimum limits of coverage of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, with an annual aggregate of Four Million Dollars (\$4,000,000), and (iii) upon request of Landlord, Tenant shall furnish Landlord with a copy of its self-insurance policy as shown on its Letter of Certification of Self-Insurance Coverage.

8.7 Landlord's Option to Self-Insure. Except for Landlord's obligation to provide for Property Insurance under Section 8.2, Landlord shall have the right to Self-Insure, as provided in the Reciprocal Easement Agreement.

ARTICLE 9: DAMAGE OR DESTRUCTION

9.1 Notice. If the building or other improvements on the Premises should be damaged or destroyed by fire, flood, or other casualty, Tenant shall give immediate written notice thereof to Landlord.

9.2 Damage and Restoration. In case of damage to or destruction of any building or other improvements on the Premises by fire or otherwise, Landlord and Tenant will, at such time and upon the conditions hereinafter set forth, restore, repair, replace, rebuild, or alter the same as

nearly as possible to the condition such property was in immediately prior to such damage or destruction but only out of and to the extent of (and only to the extent of) the proceeds of the Property Insurance received by Landlord and/or Tenant as a result of such damage or destruction.. Such restoration, repair, replacement, rebuilding, or alteration shall be commenced as soon as practicable after the receipt by the Landlord and/or Tenant of the insurance money to be paid on account of such damage or destruction, and, after such work has been commenced, it shall be prosecuted with reasonable diligence.

9.3 Application of Funds. All insurance money received by Landlord or Tenant on account of such damage or destruction, less the cost, if any, of such recovery, shall be applied by Landlord and Tenant or such mortgagee to the payment of the cost of such restoration, repair, replacement, rebuilding, or alteration (the "Work"), including expenditures made for temporary repairs or for the protection of property pending the completion of permanent restoration, repair, replacement, rebuilding, or alteration to the Premises, and shall be paid out, as hereinafter provided, from time to time, as such Work progresses, upon the written request of the Tenant which shall be accompanied by the following:

(a) A certificate of the architect or engineer in charge of the work (the certificate), dated not more than thirty (30) days prior to such request, setting forth that the sum then requested either has been paid by the Tenant or is justly due to contractors, subcontractors, materialmen, engineers, architects, or other persons (whose names and addresses shall be stated), who have rendered services or furnished materials for certain Work. The certificate shall give a brief description of such services and materials, shall list the several amounts so paid or due to each of such persons, shall state the fair value of the Work at the date of the requisition, and shall state that no part of such expenditures has been or is being made the basis for any other request for payment. The certificate shall state also that except for the amounts listed therein, there is no outstanding indebtedness known to such architect or engineer, after due inquiry, which is then due for labor, wages, materials, supplies, or services in connection with such Work which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's, materialman's, or similar lien upon such Work or upon the Premises.

(b) An affidavit sworn to by the Tenant that all materials and all property constituting the Work described in such certificate of the architect or engineer are free and clear of all security interests, liens, charges, or encumbrances, except encumbrances, if any, securing indebtedness due to persons specified in such certificate which are to be discharged upon payment of such indebtedness.

9.4 Disbursement. Upon compliance with the foregoing provisions of Section 9.3, Landlord and Tenant shall, but only out of such insurance money, pay to the persons named in such certificate the respective amounts stated to be due to them, provided, however, that such payments shall not exceed in amount the fair value of the relevant Work as stated in the certificate. If the insurance money in the hands of the Landlord, Tenant exceeds the amount required to pay the cost of such Work, Landlord shall be entitled to retain such excess.

9.5 Rent Abatement. If any casualty shall render the Premises untenable, in whole or in part, a proportionate abatement of the Base Rent shall be allowed until the date the Premises

(or portion thereof) are restored to tenantability, unless such fire or other casualty is caused by the acts or negligence of Tenant or Tenant's employees, servants or agents in which event all rental and other obligations of Tenant hereunder shall remain in full force and effect throughout the period of such repair or rebuilding.

ARTICLE 10: QUIET ENJOYMENT.

If Tenant pays the rent and other charges herein described and otherwise performs the terms, covenants, and conditions of this Lease on the part of Tenant to be performed hereunder, Tenant may lawfully and quietly possess and enjoy the Premises during the Term of this Lease without hindrance by Landlord or any party claiming by, through or under Landlord.

ARTICLE 11: ASSIGNMENT AND SUBLEASE.

Tenant shall not assign this Lease or sublet the Premises, or any portion thereof, or permit the use or the occupancy of the Premises, or any portion thereof, by any party other than Tenant, without obtaining the prior written consent of Landlord, which consent may be unreasonably withheld. The consent of Landlord to any assignment or any subletting, or the election of Landlord to accept, as the Tenant hereunder, any assignee or any sublessee shall not release that original Tenant from any obligation or any responsibility hereunder. Notwithstanding the foregoing, Tenant may assign this Lease or sublet the Premises to an OSF Affiliate without obtaining the prior consent of the Landlord. For purposes of this paragraph "OSF Affiliate" shall mean a person or entity that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with Tenant or any other entity which succeeds to all or substantially all of the assets and business of Tenant, including parent or subsidiary entities.

ARTICLE 12: INDEMNIFICATION.

Tenant shall indemnify and hold Landlord harmless from and against: (i) all claims, liabilities, suits, damages, costs and expenses arising from Tenant's use of the Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises; and (ii) all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of the Tenant's agents, contractors, invitees or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord by reason of any claim described above, Tenant shall defend the same at Tenant's expense by counsel satisfactory to Landlord.

Landlord shall indemnify and hold Tenant harmless from and against: all claims, liabilities, suits, damages, costs and expenses arising from all claims arising from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease, or arising from any negligence of the Landlord, or any of the Landlord's agents, contractors, invitees or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Tenant by reason of any claim described above, Landlord shall defend the same at Landlord's expense by counsel satisfactory to Tenant.

ARTICLE 13: SURRENDER.

13.1 Expiration of Term; Holding Over. At the expiration or termination of this Lease, Tenant shall surrender immediate possession of the Premises in as good condition as when delivered to Tenant, reasonable wear and tear and permitted alterations and additions excepted. Any holding over by Tenant shall not operate, except by written agreement, to extend or renew this Lease or to imply or create a new Lease, but in such case Landlord's rights shall be limited to either the immediate termination of Tenant's occupancy or the treatment of Tenant's occupancy as a month to month tenancy, any custom or law to the contrary notwithstanding.

13.2 Removal of Tenant Personal Property. If owned or leased by Tenant, all personal property, equipment and machinery located within the Premises may be removed by Tenant at or prior to the termination of this Lease. Tenant shall repair any damage caused by the removal of such items.

13.3 Abandoned Personal Property. Any equipment, machinery or other personal property of Tenant remaining on or in the Premises ninety (90) days after the termination of this Lease may, at the option of Landlord, be considered abandoned by Tenant and retained by Landlord or disposed of without accountability in such manner as Landlord may deem appropriate.

ARTICLE 14: CONDEMNATION.

14.1 Total Condemnation. If during the term of this Lease or any extension or renewal thereof, all of the Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to a condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

14.2 Partial Condemnation. If during the term of this Lease or any extension or renewal thereof, less than all of the Premises shall be taken for any public or quasi-public use under any law, ordinance, or regulations, or by right of eminent domain, or should be sold to a condemning authority under the threat of condemnation, Tenant shall have the option to terminate this Lease by written notice to Landlord within thirty (30) days of the taking. If Tenant does not terminate this Lease, all condemnation proceeds shall be paid to Landlord and the rent payable hereunder during the unexpired portion of this Lease shall be adjusted equitably.

14.3 Condemnation Awards. Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

ARTICLE 15: DEFAULT.

15.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default ("Event of Default") under this Lease:

(a) The failure by Tenant to pay any installment of rent or any money due under this Lease within thirty (30) days after receiving a written notice of the delinquency thereof from Landlord;

(b) The failure by Tenant to perform any other covenant or agreement to be performed by Tenant under this Lease within sixty (60) days after receiving a notice from Landlord or, if more than sixty (60) days are required to perform such covenant or agreement, the failure of Tenant to commence the performance thereof within such sixty (60) day period and thereafter to diligently pursue such performance to completion;

(c) A receiver or similar officer becomes entitled to the leasehold interest of Tenant under this Lease;

(d) Abandonment of the Premises by Tenant;

(e) Levy, seizure, attachment, or sale of the leasehold interest of Tenant under this Lease; and

(f) Tenant becomes insolvent or unable to pay debts as they mature, or admits in writing to such effect, or makes an assignment for the benefit of creditors, or a proceeding is instituted by or against Tenant alleging that Tenant is insolvent or unable to pay debts as they mature, or a petition under any bankruptcy or insolvency law is brought by or against Tenant.

15.2 Landlord Remedies. Upon the occurrence of any of the Events of Default, Landlord may, at its option, without notice to or demand upon Tenant, exercise any one or more of the following remedies:

(a) Landlord may reenter the Premises immediately, with or without process of law and with the use of such force as may be necessary, and remove all persons and all property therefrom, and Landlord shall not be liable or responsible for any damages resulting therefrom. After reentering, Landlord may relet the Premises or any part thereof, for any term, without terminating this Lease at such rent and on such terms as Landlord may choose. Tenant shall be liable to Landlord for the difference between the rent received by Landlord under the reletting and the rent installments that are due for the same period under this Lease;

(b) Landlord may terminate this Lease by ten (10) days written notice to Tenant. Upon termination of this Lease, Landlord may recover from Tenant all damages proximately resulting from the termination, including (i) the cost of recovering the Premises; (ii) the unpaid rent that had been earned at the time of the termination of this Lease; plus (iii) the unpaid monthly rent that would have been earned from the date of such termination until the date this Lease would have expired but for such termination, discounted at the United States Treasury Bond interest rate on bonds maturing on or about the date

this Lease would have expired but for such termination. All such amounts shall be immediately due and payable from Tenant; and

(c) Landlord may pursue any other remedy or combination of remedies legally available to Landlord, including the recovery of damages caused by Tenant's failure to perform or observe any covenant or condition of this Lease.

15.3 Performance by Landlord. In the event Tenant fails to perform any of its obligations under this Lease, Landlord may, at its option, perform such obligations on Tenant's behalf without waiving the Event of Default. Tenant agrees to repay Landlord any expenses incurred in such performance plus interest of eight percent (8%) per annum from the date of Landlord's payment or incurrence of such expenses.

15.4 Expenses of Litigation. In case it should be necessary or proper for one party to bring an action under this Lease against the other, then the party which does not prevail agrees in each and any such case to pay to the party which prevails its reasonable attorneys' fees and costs.

ARTICLE 16: LEASE SUBORDINATE TO ENCUMBRANCES

This Lease shall be subject and subordinate to any mortgages now on or that may be hereafter placed against the Premises, and to all advances made or that may be made on account of the encumbrances, to the full extent of the principal sums secured thereby and interest thereon provided that any such mortgagee agrees not to disturb Tenant's use and possession of the Premises so long as Tenant shall be in compliance with its agreements and covenants hereunder. Tenant agrees to execute any and all documents necessary for such subordination upon the request of Landlord.

ARTICLE 17: INSPECTION BY LANDLORD.

Tenant shall permit Landlord and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

ARTICLE 18: COMPLIANCE WITH LAWS.

Tenant shall promptly comply, or cause prompt compliance with all laws, ordinances, orders, rules and regulations of all municipal, county, state, federal or other governmental authorities properly applicable to the Premises.

ARTICLE 19: OPTION TO PURCHASE AND SELL THE PREMISES.

19.1 Options to Purchase and Sell

19.1.1 Purchase Option.

(a) Grant of Purchase Option. At any time during the Purchase Option Term (defined in Section 19.1.1(b) below), Landlord hereby grants Tenant the sole and exclusive right and option to purchase the Premises from Landlord ("Purchase Option") for the Purchase Price set forth in Section 19.2 hereof, in accordance with the applicable provisions of this Article 19.

(b) Purchase Option Term. The term of this Purchase Option shall be the entire Term of this Lease ("Purchase Option Term").

(c) Exercise of Purchase Option. Tenant may exercise this Purchase Option at any time during the Purchase Option Term set forth in Section 19.1.1(b) above by giving written notice thereof to Landlord. The giving of such notice shall result in this Lease becoming a binding contract of purchase and sale of the Premises between the parties. The closing of the purchase and sale of the Premises shall occur on the date specified by Tenant in such notice of exercise, but no less than thirty (30) days and no more than sixty (60) days after the date of such notice of exercise by Tenant.

(d) Termination of Option. This Purchase Option shall terminate upon the earlier of the termination of this Lease or the expiration of the Purchase Option Term.

19.1.2 [Reserved]

19.2 Purchase Price. The purchase price of the Premises under this Article 19 ("Purchase Price") shall be Appraisal Value (as defined in Section 19.5 below). The Purchase Price shall be paid by Tenant to Landlord at the Closing set forth below plus or minus other credits and pro-rations provided for herein, in cash or bank wire transfer of collected federal funds.

19.3 Conveyance. At the Closing as set forth below, Landlord shall convey the Premises to Tenant by special warranty deed, free and clear of all liens and encumbrances, and not subject to any easements, covenants, restrictions, dedications or rights of way, or other matters of record or of survey affecting title to the Premises or use of the Premises, except for the lien of current real estate taxes due but not yet payable, those matters of record as of the date of this Lease and those matters caused or permitted by Tenant ("Permitted Exceptions"). The Premises shall be conveyed in its "AS IS" condition at the time, without any representation or warranty by Landlord as to its condition.

19.4 Closing. The purchase of the Premises shall be consummated as follows:

(a) Closing Date. The closing (the "Closing") shall be on the date as provided in Section 19.1.1(c) (the "Closing Date").

(b) Landlord's Deliveries. At Closing, Landlord shall deliver to Tenant the following:

(i) Deed. An executed special warranty deed to the Premises (in the form required by Section 19.3 hereof) prepared by Landlord and in a form reasonably acceptable to Tenant.

(ii) Non-Foreign Affidavit. An executed Non-Foreign Affidavit as required by Section 1445 of the Internal Revenue Code.

(iii) Other Documents. Such other documents, instruments, certifications and confirmations as may be reasonably required by Tenant to fully effect and consummate the transactions contemplated hereby.

(c) Tenant's Deliveries. At Closing, Tenant shall deliver to Landlord the following:

(i) Purchase Price. The Purchase Price as set forth in Section 19.2 hereof plus or minus other credits and pro-rations provided for herein.

(ii) Other Documents. Such other documents, instruments, certifications and confirmations as may reasonably be required by Landlord to fully effect and consummate the transactions contemplated hereby.

(d) Joint Deliveries. At Closing, Landlord and Tenant shall jointly deliver to each other, or the Title Insurer, the following:

(i) Closing Statement. An agreed upon closing statement.

(ii) Transfer Tax Filings. Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.

(iii) Termination of Lease Agreement. An agreement, duly executed by Landlord and Tenant, terminating this Lease as of the Closing Date.

(e) Real Property Taxes and Other Prorations. There shall be no credits or prorations of real estate taxes or items of income or expense other than the rent payable in the month the Closing Date occurs.

(f) Closing Costs. Landlord shall pay the following costs: Landlord's attorneys' fees, all state, local or municipal transfer taxes, the cost of documentary stamps and one-half of any escrow costs. Tenant shall pay the following costs: Tenant's attorneys' fees, survey costs, recording fees for recording the deed and one-half of any escrow costs.

(g) Brokerage Commissions. Landlord represents to Tenant that no real estate broker has been engaged by Landlord with regard to this transaction. Tenant represents to that no real estate broker has been engaged by Tenant with regard to this transaction.

Each party (the "Indemnifying Party") agrees to indemnify and hold the other harmless against any brokerage commissions due to any real estate broker claiming to have been engaged by the Indemnifying Party with regard to this transaction.

19.5 Appraisal Value. For purposes of this ARTICLE 19, the Appraisal Value of the Premises ("Appraisal Value") shall be equal to the value determined in accordance with the following provisions of this Section 19.5. Within thirty (30) days after Tenant has delivered the Option Notice to Landlord, Landlord and Tenant shall attest in good faith to negotiate and agree upon the Appraisal Value for the Premises. If Tenant and Landlord are not able to reach agreement upon the Appraisal Value before the expiration of the thirty (30) day time period, the Appraisal Value shall be the fair market value of the Premises at the time of the Option Notice, determined by two (2) qualified real estate appraisers, each with an "MAI" designation with at least five (5) years of experience in commercial real estate transactions within the general area of the Premises (each an "Appraiser"), one selected by the Landlord and the other by the Tenant, provided that if a party fails to appoint an Appraiser within ten (10) days following the expiration of the thirty (30) day period, the Appraisal Value shall be determined by the Appraiser selected by the other party. If the two (2) Appraisers are selected, each Appraiser shall submit to the parties its respective determination of the Appraisal Value within twenty (20) days after its selection. If a discrepancy between the Appraisal Value determinations of the two (2) Appraisers is ten percent (10%) or less of the higher Appraisal Value determination, the Appraisal Value shall be the average of the two (2) Appraisal Value determinations. If a discrepancy between the Appraisal Value determinations of the two (2) Appraisers exceeds ten percent (10%) of the higher Appraisal Value determination and the parties do not agree on a settlement of the discrepancy within five (5) business days after the receipt of the Appraisal Value determinations of the Appraisers, then a third Appraiser mutually selected by the parties (or if they cannot agree, then selected by the first two (2) Appraisers) shall be afforded access to the first two (2) Appraisers. The third Appraiser shall submit its determination to the parties within ten (10) days after the selection. If the amount of the third Appraiser's determination is the average of the amounts of the first two (2) determinations, then the third Appraiser's determination shall be the Appraisal Value. In all other cases, the Appraisal Value shall be the average of the two (2) closest in amount of the three (3) determinations.

The Appraisers shall be instructed to value the Premises as owner occupied property and to ignore the terms and conditions of this Lease (other than this Section 19.5).

ARTICLE: 20: RIGHT OF FIRST REFUSAL

During the Term, Landlord shall not assign, exchange or otherwise transfer (collectively "Transfer") the Premises without satisfying the provisions of this Article 20.

20.1 Right for First Refusal. If Landlord receives a bona fide offer by a third party proposing that Landlord Transfer the Premises that Landlord wishes to accept ("Offer"), then Landlord shall promptly give written notice (the "Landlord Transfer Notice") to Tenant at least sixty (60) days prior to the proposed closing under the Offer; and Landlord shall not enter into any agreement unless it is made expressly subject to and complies with this Agreement. Landlord shall deliver a copy of the Offer to Tenant with the Landlord Transfer Notice.

20.2 Procedure for Exercise. For a period of sixty (60) days following the receipt of the

Landlord Transfer Notice described in Section 20.1 above, Tenant shall have the right to acquire the Premises on the same terms and conditions set forth in the Offer. Tenant's acquisition right shall be exercised by written notice delivered to Landlord. In the event Tenant elects to acquire the Premises, Tenant and Landlord shall effect the acquisition of the Premises by Tenant, including payment of the purchase price as set forth in the Offer.

20.3 If Tenant Does Not Exercise. If Tenant does not timely elect to acquire the Premises pursuant to Section 20.2 above, Landlord may Transfer the Premises on terms and conditions set forth in the Offer not later than one hundred twenty (120) days after delivery of the Landlord Transfer Notice to Tenant (in which event this Article 20 shall be null and void and of no further force or effect). Any proposed Transfer other than on the terms and conditions set forth in the Offer within such 120-day period, shall again be subject to this Article 20.

20.4 Transfer to Affiliate. The provisions of this Article 20 shall not apply to the Transfer by Landlord to Affiliates of Landlord, provided that (i) Landlord shall inform Tenant in writing of such Transfer, and (ii) the transferee Affiliate shall agree in writing to be bound by the provisions of this Lease (including this Article 20).

"Affiliate" shall mean any person or entity controlling, controlled by or under common control with another entity or person. With respect to any entity which is (i) a limited partnership, Affiliate shall also mean any general or limited partner (at or prior to the time of determination) of such limited partnership, or any person or entity which is a general partner in a general or limited partnership which is a general partner of such limited partnership or (ii) a limited liability company, Affiliate shall also mean any member or manager (at or prior to the time of determination) of such limited liability company. For the purposes of this definition, "control" shall have the meaning presently specified for that word in Rule 405 promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended.

20.5 Duration. The right of first refusal in this Article 20 shall expire on the date of termination of the Term of the Lease for any reason.

ARTICLE 21: ENVIRONMENTAL.

21.1 Indemnification by Tenant. Tenant shall indemnify and hold Landlord harmless from and against any and all losses, liabilities, fines and penalties, damages, and expenses (including, without limitation, amounts paid in settlement, reasonable attorneys' fees and other legal expenses) incurred by Landlord as a result of any environmental contamination of the Premises which occurs after the date Tenant occupies the Premises pursuant to this Lease. In case any action or proceeding is brought against Landlord by reason of any claim described above, Landlord shall defend the same at Tenant's expense by counsel satisfactory to Tenant.

21.2 Indemnification by Landlord. Landlord shall indemnify and hold Tenant harmless from and against any and all losses, liabilities, fines and penalties, damages, and expenses (including, without limitation, amounts paid in settlement, reasonable attorneys' fees and other legal expenses) incurred by Tenant as a result of any environmental contamination of the Premises which occurred prior to the date Tenant occupies the Premises pursuant to this Lease. In case any action or proceeding is brought against Tenant by reason of any claim described above, Tenant shall defend the same at Landlord's expense by counsel satisfactory to Landlord.

21.3 Survival. The provisions of this Article 21 shall survive the expiration or termination of this Lease.

ARTICLE 22: RESOLUTION OF DISPUTES

22.1 Mediation. If a disagreement exists between the parties under this Agreement, any party thereto may require the other parties to submit the reasons for its position, in writing, and to then enter into good faith negotiations to attempt to resolve the disagreement. If such disagreement cannot be settled by good faith negotiation between the parties within sixty (60) days of beginning negotiations, any party may elect to submit the disagreement to mediation under the Commercial Mediation Rule of the American Arbitration Association. If any party so elects, the other party(s) shall submit to mediation. The mediator shall not have authority to impose a settlement upon the parties, but will attempt to help them reach a satisfactory resolution of the disagreement. The mediator shall end the mediation whenever, in his judgment, further efforts at mediation would not contribute to a resolution of the submitted disagreement.

22.2 Arbitration. All claims and disputes arising out of, or relating to, this Agreement or the performance thereof shall be submitted to, and determined by, binding arbitration if good faith negotiations among the parties do not resolve such claim or dispute within sixty (60) days after the commencement of such negotiations if a party has not elected to submit such claim or dispute to mediation pursuant to Section 22.1 hereof, or after termination of such mediation, as the case may be. Any disputes as to whether a claim is subject to arbitration shall be settled by binding arbitration. The arbitration panel shall determine issues of arbitrability but may not limit, expand or otherwise modify the terms of the Agreement. Such arbitration shall proceed in accordance with the Commercial Arbitration Rule of the American Arbitration Association then pertaining (the "Rules"), insofar as such Rules are not inconsistent with the provisions expressly set forth in this Agreement, unless the parties mutually agree otherwise, and pursuant to the following procedures:

(a) Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. One (1) neutral arbitrator shall be appointed by the American Arbitration Association in accordance with the Rule. A determination by the arbitrator shall be binding.

(b) Evidence shall be presented in accordance with the Federal Rules of Evidence. Reasonable discovery shall be allowed in accordance with the Federal Rules of Civil Procedure.

(c) All proceedings before the arbitrators shall be held in Peoria Illinois, in accordance with Illinois law.

(d) The cost and fees of the arbitration, including attorney's fees, shall be allocated by the arbitrators.

(e) The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law and in any court having jurisdiction thereof.

(f) Each party will, will, cause its representatives and employees to, and will direct

each mediator and member of an arbitration panel to, hold the existence, content and result of any mediation or arbitration in confidence, subject to disclosure requirements imposed by law or as necessary in order for a party to avail itself of any judicial remedies provided herein.

22.3 Interim Relief. Any party may request a court of competent jurisdiction to provide interim injunctive relief in aid of mediation or arbitration or to prevent a violation of this Agreement pending mediation or arbitration, and any such request shall not be deemed a waiver of the obligations to negotiate, mediate and arbitrate set forth herein.

ARTICLE 23: GENERAL PROVISIONS.

23.1 Title to Articles and Sections. Titles to Articles and Sections herein are for informational purposes only.

23.2 Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

23.3 Governing Law. This Lease shall be construed, enforced and governed in all respect, in accordance with the laws and the statutes of the State of Illinois.

23.4 Partial Invalidity. The invalidity of any particular term or provisions of this Lease shall not affect the validity of the remaining terms and provisions hereof.

23.5 Amendments. No alterations to or modifications of the terms or the provisions of this Lease shall be effective unless such alteration or such modification is reduced to writing, and is then properly executed by the parties hereto.

23.6 Complete Agreement. This Lease supersedes any prior contract or arrangement between the parties hereto, and represents the complete agreement of the parties hereto.

23.7 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

23.8 Notices. All notices provided by this Lease shall be given in writing (i) either by actual delivery of the notice to the party thereunto entitled, or (ii) by mailing of the notice in the United States mail, first-class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested. The notice shall be deemed to be received (i) on the date of its actual receipt by the party entitled thereto and (ii) on the second business day after the date of its mailing. All notices, demands or other communications to any of the other parties to this Lease shall be addressed as follows:

If to the Landlord:

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

and

City Manager
City of Peoria
419 Fulton Street, Room 200
Peoria, IL 61602

If to the Tenant:

OSF Healthcare System
Attn: Real Estate Department
800 NE Glen Oak Avenue
Peoria, IL 61603

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

23.9 Waiver. Any waiver by a party hereto of a breach of any term or condition of this Lease shall not be considered as a waiver of any subsequent breach of the same or any other term or condition hereof.

23.10 No Other Legal Relationship Created. Nothing contained in this Lease shall be deemed or construed as creating a relationship of principal and agent, or of partnership or of joint venture between the parties hereto.

23.11 Certifications. Landlord and Tenant do hereby agree at any time, and from time to time, upon request in writing by the other party, to execute, to acknowledge and to deliver to such other party a statement, in writing, certifying that this Lease is unmodified and is in full force and effect, there is no default by such other party hereunder, and any other factual data or information relating to this Lease, or the Premises, which such other party hereunder may request.

23.12 Rights and Remedies Cumulative. The rights and remedies provided by this Lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any of all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

23.13 Non-Recourse to Landlord. Notwithstanding anything herein to the contrary, Landlord's obligations under this Lease are non-recourse to Landlord and are enforceable by Tenant solely out of and to the extent of Landlord's interest in the Premises.

[Signature Page to Follow]

EXECUTED as of the day and year first above written.

LANDLORD:

TENANT:

CITY OF PEORIA, ILLINOIS

OSF HEALTHCARE SYSTEM

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

Approved as to Form:

City Attorney

ATTEST:

City Clerk

[Parking Deck Lease]

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: