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**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT AMONG
THE VILLAGE OF EAST HAZEL CREST,
THE VILLAGE OF HOMEWOOD
AND WIND CREEK IL LLC**

This First Amendment to Redevelopment Agreement (this “First Amendment”) is made and entered into this ____ day of _____, 2024 , by and among the Village of East Hazel Crest, an Illinois municipality located in Cook County, Illinois (“East Hazel Crest”), the Village of Homewood, an Illinois municipality located in Cook County, Illinois (“Homewood”) (collectively, the “Villages”) and Wind Creek IL LLC, an Illinois limited liability company (the “Developer”). The “Effective Date” of this Agreement shall be the date hereof.

RECITALS

WHEREAS, the Villages have undertaken a program for the redevelopment of certain property within the Villages, which property is hereinafter described, pursuant to 65 ILCS 5/11-74.4-1 et seq., as amended, the Tax Increment Allocation Redevelopment Act (the “Act”); and

WHEREAS, the Villages entered into a certain Intergovernmental Agreement to Jointly Develop Property within the Villages of East Hazel Crest and Homewood dated November 27, 2012 (the “IGA”) pursuant to which the Villages were authorized to enter, and the Villages did so enter, into that certain Redevelopment Agreement with Developer on June 27, 2023 (the “RDA”), and all terms not defined herein shall have the meanings ascribed to them in the RDA; and

WHEREAS, the RDA provides for, among other things, Developer’s redevelopment of the “Subject Property” which is legally described on Exhibit A attached hereto, and the Village’s reimbursement of certain redevelopment project costs related to the Project, as defined herein, with tax increment financing funds as provided in the Act, and support of Developer’s application to Cook County for Class 8 classification of the Subject Property; and

WHEREAS, the parties desire to amend the RDA as provided in this First Amendment; and

NOW, THEREFORE, it is hereby agreed by and between the Villages and Developer, as follows:

Section 1. Preambles.

The Recitals set forth hereinabove are incorporated as if fully set forth herein.

Section 2. Project Definition and Construction.

- A. The parties agree that the proposed development Project on the Subject Property shall be defined as set forth herein.

The "Project" will include the construction of a land-based casino and hotel complex in East Hazel Crest and an adjacent attendant garage and surface parking in Homewood (the "Casino"). Specifically, the Project will include a 10,200-square foot lobby / welcome center, an approximately 73,511-square foot gaming floor, a food court of approximately 18,000 square feet as well as approximately 19,482 square feet of office space, and an approximately 8,779-square foot employee operations area. In addition, the Project will include a 16 story, 255-room hotel and an approximately 15,000 square foot convention center with accessory retail and accessory parking (the "Hotel").

- B. Upon request from the Developer, the Villages shall support and cooperate with the Developer in obtaining from all governmental and other applicable regulatory authorities with jurisdiction, and the Villages themselves shall provide as necessary, all Project Approvals required (as Project Approvals generally are described in Section 3.H. of the RDA) to allow the Developer to expand the Project improvements located on the Subject Property to construct a second hotel tower including as many as 255 rooms and an entertainment venue, as well as to expand the then existing parking facilities, to be constructed as a part of a Phase 2 of the development of the Subject Property.

Section 3. Additional Village Obligations.

A. Support of Class 8 Renewal.

Upon request from the Developer, and at such time as is necessary to enable the Developer to seek to renew the Class 8 classification of the Subject Property, the current Village Boards recommend to the Village Boards sitting at that time to each take all necessary steps to make all necessary findings, to issue resolutions required for, and to approve, consent to, and support the renewal of such Class 8 classification of the Subject Property as required, and for the longest period of time allowed, by Section 74-63 of the Cook County Real Property Assessment Classification Ordinance.

B. Approval of Project Costs.

The Developer may certify in writing to East Hazel Crest that the Developer has incurred Project Costs prior to each Village's issuance of its Certificate of Completion. Within thirty (30) days of the Developer's certification to East Hazel Crest of Project Costs incurred by the Developer, East Hazel Crest shall approve such Project Costs in writing, provided that each Village shall be obligated to issue its Certificate of Completion only at such time as the Casino opens for business and the Developer has commenced construction of the Hotel.

Section 4. Miscellaneous Provisions.

A. Time of the Essence and Mutual Assistance.

Time is of the essence of this Agreement. The Parties agree to take such actions, including the execution and delivery of such documents, instruments and certifications (and, in the case of the Villages, the adoption of such ordinances and resolutions), as may be necessary or appropriate from time to time to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent.

B. Entire Agreement.

The RDA, as amended by this First Amendment (together with the exhibits attached hereto), is the entire contract between the Villages and the Developer relating to the subject matter thereof, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the Villages and the Developer, and may not be modified or amended except by a written instrument executed by the parties hereto. Except as modified by this First Amendment, the RDA remains in full force and effect.

C. Governing Law.

The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois.

D. Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Villages do not have the power to perform any provisions hereunder, such provisions shall be deemed to be excised and shall not affect any of the other provisions contained herein, and such judgment shall relieve the Villages from performance only under such invalid provision of this Agreement; provided, however, if the judgment relieves the Villages of their

monetary obligations under this Agreement, then the Developer will be relieved of its obligations hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first above written.

WIND CREEK IL LLC

By: _____
Name: _____
Title: _____

VILLAGE OF HOMEWOOD

By: _____
Name: _____
Title: _____

VILLAGE OF EAST HAZEL CREST

By: _____
Name: _____
Title: _____

Exhibit A

Legal Description of Subject Property

PARCEL 1:

LOT 3, 4, 5 AND THE EAST 74.24 FEET OF LOT 2 (AS MEASURED ALONG THE SOUTHERLY LINE THEREOF) IN EAST HAZEL CREST COMMERCIAL, BEING A SUBDIVISION OF THE SOUTH 28 ACRES OF THE NORTH 38 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29 TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 200 OF HOMEWOOD COURT SUBDIVISION, BEING A SUBDIVISION AND RESUBDIVISION OF PART, OF THE SOUTH 20 ACRES OF THE NORTH 58 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0934519091 IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 200: THENCE SOUTH 89 DEGREES, 11 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 200 A DISTANCE OF 210.82 FEET, TO A BEND; THENCE NORTH 75 DEGREES 13 MINUTES 51 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF LOT 200 A DISTANCE OF 76.61 FEET; THENCE NORTH 84 DEGREES 18 MINUTES 59 SECONDS EAST 285.90 FEET, TO THE EAST LINE OF SAID LOT 200: THENCE SOUTH 0 DEGREES 28 MINUTES 51 SECONDS EAST ALONG SAID EAST LINE OF LOT 200 A DISTANCE OF 44.88 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE 1963.94 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, WITH A LINE 83.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, AS MEASURED ON THE NORTH LINE THEREOF, (SAID POINT OF BEGINNING BEING ALSO THE POINT OF INTERSECTION OF A WEST LINE OF THE NORTHERN ILLINOIS STATE TOLL HIGHWAY PARCEL NO. T-FA*-18.01 WITH THE SOUTH LINE OF THE NORTHERN ILLINOIS STATE TOLL HIGHWAY PARCEL NO. T-1W-502); THENCE (THE FOLLOWING THREE (3) COURSES BEING ON TWO (2) WEST LINES AND ON A NORTH LINE OF THE NORTHERN ILLINOIS STATE TOLLWAY PARCEL NO. T-1-'A'-18.1) SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 4.62 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 425.38 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 617.08 FEET TO A POINT ON A LINE 667.08 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF

SAID SECTION 29; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 320.00 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 24.00 FEET TO A POINT ON A LINE 643.08 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 172.96 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY PARCEL NO. T-I-A-501.2); THENCE NORTH 89 DEGREES, 41 MINUTES, 20 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 1.35 FEET TO THE MOST WESTERLY CORNER OF THE NORTHERN STATE TOLL HIGHWAY PARCEL NO. T-I-A'-502; THENCE (THE FOLLOWING TWO (2) COURSES BEING ON THE SOUTHWESTERLY AND SOUTH LINE OF SAID PARCEL NO. T-I-A'- 502) SOUTH 74 DEGREES, 44 MINUTES, 59 SECONDS EAST, A DISTANCE OF 246.02 FEET; THENCE NORTH 89 DEGREES, 41 MINUTES, 20 SECONDS EAST, A DISTANCE OF 321.38 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE EAST 25.00FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN M-R BANK SUBDIVISION AS RECORDED, THENCE NORTH 00 DEGREES 19 MINUTES 02 SECONDS EAST 99.55 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID LOT 1 EXTENDED NORTH TO A POINT ON THE NORTH LINE OF LOT 1 IN MATTESON RICHTON BANK SUBDIVISION, AS RECORDED, EXTENDED WESTERLY; THENCE SOUTH 89 DEGREES 40 MINUTES 58 SECONDS EAST ALONG SAID LINE AS EXTENDED 203.91 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1 IN MATTESON RICHTON BANK SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 IN MATTESON RICHTON BANK SUBDIVISION A DISTANCE OF 99.55 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 1 IN M-R BANK SUBDIVISION, AFORESAID; THENCE NORTH 89 DEGREES 40 MINUTES 58 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1 IN M-R BANK SUBDIVISION 203.91 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

PARCEL T-1A-501:

THAT PART OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1243.16 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 20 ACRES OF THE NORTH 58 ACRES OF THE EAST ONE-HALF OF THE SAID SOUTHEAST QUARTER; THENCE WEST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 83.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 27.00 FEET TO A POINT; THEN SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 40 MINUTES 20 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE, A DISTANCE OF 654.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 58 ACRES OF THE EAST ONE-HALF OF THE SAID SOUTHEAST QUARTER, SAID POINT BEING 110 FEET WEST OF THE EAST LINE OF THE SAID

SOUTHEAST QUARTER, THENCE EASTERLY ALONG SAID SOUTH LINE OF THE NORTH 58 ACRES OF THE EAST ONE-HALF OF THE SAID SOUTHWEST QUARTER, A DISTANCE OF 27.00 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 89°40'20" TO THE LEFT OF THE LAST DESCRIBED LINE, A DISTANCE OF 654.78 FEET TO THE POINT OF BEGINNING.

AND

PARCEL T-1A-501.3:

THAT PART OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 29; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1243.16 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 20 ACRES OF THE NORTH 58 ACRES OF THE EAST ONE-HALF OF THE SAID SOUTHEAST QUARTER; THENCE WEST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 110 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID LINE FOR A DISTANCE OF 40 FEET TO A POINT; THENCE SOUTHEASTERLY TO A POINT ON THE WEST LINE OF THE EAST 110 FEET OF THE SOUTHEAST QUARTER, SAID POINT BEING 50 FEET SOUTH OF THE POINT OF BEGINNING AS MEASURED ALONG SAID WEST LINE; THENCE NORTHERLY 50 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

174th Street Parcel

THAT PART OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SAID SECTION 29; THENCE SOUTH ALONG THE EAST LINE THEREOF, A DISTANCE OF 1897.94 FEET TO A POINT; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 40 MINUTES 20 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 83.0 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 558.74 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 164 DEGREES 26 MINUTES 19 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED A DISTANCE OF 246.02 FEET TO A POINT; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 15 DEGREES 33 MINUTES 41 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 321.38 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 40 MINUTES 20 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED A DISTANCE OF 66.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Property Index Number:
29-29-409-0112-0000

Common address: 174th Street west of Halsted Street, Homewood, Illinois