

**ENDORSEMENT AGREEMENT
(South Suburban Casino Project)**

This Endorsement Agreement (“**Endorsement Agreement**”) made effective as of the ___th day of _____, 2021 (“**Effective Date**”), by and among the Village of Homewood, Illinois (“**Homewood**”) and the Village of East Hazel Crest, Illinois (“**East Hazel Crest**”) with Homewood and East Hazel Crest being referred to collectively as the “**Villages**”, and The Daly Group LLC, an Illinois limited liability company (“**Daly**”).

RECITALS

1. In December 2012, the Villages entered into an “Intergovernmental Agreement to Jointly Develop Property within Villages of East Hazel Crest and Homewood” (“**Intergovernmental Agreement**”). A copy of the Intergovernmental Agreement is attached as Exhibit 1. The Intergovernmental Agreement contemplated the development of a casino gaming and entertainment facility on a site located within the Villages and was premised upon adoption of legislation authorizing additional casino gaming licenses in Illinois and the expectation that one of the new licenses would be targeted to the south Chicago suburbs.

2. On December 17, 2012, the Villages held a public meeting to elicit public opinion and comment on developing a casino facility on land within the Villages.

3. In anticipation of the adoption of authorizing legislation and in order to ensure that the Villages would be in a competitive or favorable position in that event, the Villages published a “Single Phase Request for Qualifications and Proposals-Casino Gambling Development and Operations” (“**RFP**”) on February 15, 2013. Through the RFP, the Villages sought to elicit multiple proposals to develop a site selected by the Villages on Halsted Street at 174th Street near the Halsted Street Exchange on Interstate Highway 80 (“**Site**”).

4. The RFP was supplemented by Addendum 1, dated February 25, 2013, and Addendum 2, dated May 20, 2013, pursuant to which response dates in the RFP were extended and specifications in it were clarified.

5. The RFP contemplated the Villages determining a preferred candidate to develop a casino gaming facility on the Site and endorsing the candidate so selected as part of the licensure process envisioned by the legislation then pending. The selection and endorsement were contemplated to create a positive working relationship and a framework for negotiating a formal development agreement for the Site to be structured in accordance with the legislation approving the new license, local laws and regulations, development goals outlined in the RFP, and local sensitivities.

6. The only response to the RFP was an expression of interest made by Daly on May 30, 2013, on behalf of the to-be-formed joint venture. A copy of it is attached as Exhibit 2 (“**Expression of Interest**”).

7. During its 2013 Spring Session, the Illinois General Assembly did not pass the authorizing legislation contemplated by the RFP. Therefore, the Villages deferred action on the Expression of Interest and the potential development of casino gaming facility at the Site pending further action by the General Assembly.

8. Passage of legislation authorizing an additional casino license for the south Chicago suburban area now appears likely during the 2017 Spring or Veto Session of the Illinois General Assembly.

9. The Villages and Daly desire to enter into this Endorsement Agreement to outline their respective commitments concerning the potential development of the Site and submission of an application to receive a license to conduct casino gaming at the Site pursuant to legislation pending in the Illinois General Assembly

NOW THEREFORE, in consideration of the premises recited above, the mutual covenants and agreements set forth below and other good and sufficient legal consideration, the parties agree as follows:

Section 1. Endorsement. Subject to the terms and conditions of this Endorsement Agreement, the Villages endorse Daly as the preferred casino developer and operator for the Site and agree to support the efforts of Daly to seek the issuance of a casino gaming license for the Site by the Illinois Gaming Board (“**Gaming Board**”). The

Villages acknowledge that it is Daly's intent to form a joint venture with Wind Creek IL, LLC ("Wind Creek") as licensee/ co-developer/operator/owner/partner for the Site.

Section 2. Daly Obligations. Daly accepts the endorsement of the Villages and agrees to perform as follows:

2.1 Reimbursement. Within thirty (30) days after the issuance to Wind Creek of a license by the Gaming Board for the operation of a gaming facility on the Site, Daly will reimburse (or cause to be reimbursed) the Villages for all third party costs and fees, including professional fees, incurred by the Villages in connection with the RFP, the legislation and the Site through the Effective Date, all as specifically identified on Exhibit 3 attached hereto. Thereafter, Daly will continue to reimburse (or cause to be reimbursed) the Villages for any additional costs incurred by the Villages within thirty (30) days of presentation of invoices therefor; it being expressly understood that the Villages shall obtain Daly's prior written approval prior to incurring any additional costs.

2.2 RFP Particulars and Site Plans. As soon as practical following passage of legislation authorizing a new license which would allow casino gaming on the Site, Daly will complete a response to the RFP with general specifications and plans for the Site and for operations.

2.3 Legislative Initiatives. Daly will actively support efforts to secure passage of legislation which would allow casino gaming at the Site and co-ordinate its efforts in that respect with legislative counsel for the Villages.

2.4 Project Development Agreement. Directly following submittal of particulars responsive to the RFP as provided in Section 2.2 above, Daly will negotiate in good faith with the Villages for a definitive Project Development Agreement to cover Site acquisition, development and construction of the physical facility reflected in the response to the RFP, operations and related municipal support. The Project Development Agreement will be generally consistent with responses to the RFP.

2.5 Application to Gaming Board. Daly will be responsible for the coordination of the preparation of an application for the license to conduct casino gaming operations on the Site by Wind Creek in accordance with application forms and materials propounded by the Gaming Board. Daly will adhere to any schedule announced by the Gaming Board. Daly will coordinate preparation of the application and related materials with the Villages and will provide the Villages with a reasonable opportunity to comment on and suggest revisions to any materials intended to be submitted to the Gaming Board at least thirty (30) days before any applicable deadline or targeted filing date.

2.6 Selection of Operator. As set forth above, Daly has identified Wind Creek, an experienced gaming operator, as the licensee and to oversee actual gaming operations at the Site and the Villages hereby approve Wind Creek Hospitality.

2.7. Intentionally Deleted.

2.8. Exclusivity. To ensure full commitment to the Site, Daly will not pursue award or development of any other casino gaming license authorized during the 2017 Spring or Veto Session of the Illinois General Assembly.

Section 3. Villages Obligations.

3.1 Cooperation. The Villages will cooperate with Daly and Wind Creek in all efforts to secure award of a license to conduct casino gaming at the Site. The Villages will conduct a public hearing on materials submitted by Daly pursuant to the RFP promptly following submittal.

3.2 Application to Gaming Board. The Villages will participate with Daly and Wind Creek in the preparation of an application to the Gaming Board for a license to conduct casino gaming on the Site. The Villages will promptly respond to any draft materials circulated by Daly in advance of submittal to the Gaming Board.

3.3 Project Development Agreement. The Villages will negotiate in good faith with Daly for a definitive Project Development Agreement to cover Site acquisition, development and construction of the physical facility reflected in the response to the RFP, operations and related municipal support. The Project Development Agreement will be generally consistent with responses to the RFP made by Daly.

3.4 **Public Support.** The Villages will publicly support the application of Daly to the Gaming Board in all proceedings before the Gaming Board and will actively participate in any presentation or hearing with respect to the application to be submitted by Daly.

3.5. **Exclusivity.** To ensure Daly's full commitment to the Site, the Villages will not pursue award or development of any other casino gaming license authorized during the 2017 Spring or Veto Session of the Illinois General Assembly for any party other than Daly.

Section 4. Conditions. The obligations of the parties under this Endorsement Agreement are conditioned upon passage of authorizing legislation by the Illinois General Assembly by December 31, 2017; provided however, the Reimbursement Obligation set forth in Section 2.1 above shall not be subject to the condition set forth in this Section 4.

Section 5. Termination. This Endorsement Agreement may be terminated by the Villages or by Daly upon thirty (30) days advance notice should legislation authorizing or allowing casino gaming to take place on the Site not be enacted by December 31, 2018.

Section 6. Notices. All notices, requests, demands, consents and other communications required or permitted under this Endorsement Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if (i) delivered personally, or (ii) deposited with a nationally recognized overnight courier for next day delivery, or (iii) sent by telefax during business hours of any business day, in which case notice shall be deemed given upon receipt of a verification of transmission of such notice, addressed appropriately to the addresses below:

The Villages:

Village of Homewood
Village President Richard Hofeld
2020 Chestnut Road
Homewood, IL 60430

Village of East Hazel Crest
Mayor Thomas Brown
1904 W. 174th Street
East Hazel Crest, IL 60429

Daly:

The Daly Group LLC
Patrick F. Daly, Manager
2803 Butterfield Road, Suite 300
Oak Brook, IL 60523

Any party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

Section 7. Binding on Successors. This Endorsement Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns.

Section 8. Governing Law. This Endorsement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 9. Counterparts. This Endorsement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 10. Modification. This Endorsement Agreement may not be changed or modified except by an agreement in writing signed by all parties. As provided in Sections 2.4 and 3.4 above, this Endorsement Agreement shall be deemed cancelled upon execution of a Project Development Agreement for the Site between the Villages and Daly or its permitted assignee.

Section 11. Waiver. No failure on the part of a party to exercise any power or right under this Endorsement Agreement or to insist upon strict compliance with any obligations specified it, and no custom or practice at variance with the terms of it, shall constitute a waiver of either party's right to demand exact compliance with the terms of this Endorsement Agreement; provided however, either party may, at its sole option, waive in writing, any requirement, covenant or condition established for the benefit of such party in this Endorsement Agreement without affecting any of the other terms or provisions of this Endorsement Agreement. No delay on the part of a party in the exercise of any power or right under this Endorsement Agreement operates as a waiver nor shall any single or partial exercise of any power or right preclude other or further exercise of it or the exercise of any other power or right. All rights and remedies existing under this Endorsement Agreement are cumulative and in addition to those otherwise provided by law.

Section 12. Captions. The captions of the various sections in this Endorsement Agreement are solely for the convenience of the various parties and shall not be construed to interpret or limit the content of any provision or section of this Endorsement Agreement.

Section 13. Entire Agreement. This Endorsement Agreement constitutes the entire agreement among the parties and supersedes all prior discussions, agreements, writings and representations between the parties with respect to the transactions contemplated by this Endorsement Agreement.

Section 14. Document Preparation. This Endorsement Agreement and the documents and agreements to be executed as contemplated in this Endorsement Agreement have been drafted by the law firm of Barnes & Thornburg LLP, which serves as counsel to the Villages.

Section 15. Specific Enforcement. The parties agree that monetary damages and other remedies at law are insufficient means of enforcement or redress and accordingly have agreed that the provisions of this Endorsement Agreement shall be enforceable by way of specific performance, mandatory or prohibitive injunction or other equitable relief

Section 16. Further Assurances. Each party agrees to cooperate with the other parties and to execute other documents or instruments reasonably necessary to effect the transactions contemplated by this Endorsement Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement the year and date first above written.

The Daly Group LLC

The Village of Homewood

By: _____
Patrick F. Daly, Manager

By: _____
Richard Hofeld, Village President

The Village of East Hazel Crest

By: _____
Thomas Brown, Mayor

Attachments

- Exhibit 1-Intergovernmental Agreement
- Exhibit 2-Expression of Interest
- Exhibit 3-Costs and Fees to be Reimbursed