

This document was prepared by:
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Chicago, IL 60606

**REDEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF EAST HAZEL CREST,
THE VILLAGE OF HOMEWOOD
AND WIND CREEK IL LLC,**

This Redevelopment Agreement (this “Agreement”) is made and entered into this ____ day of _____, 2023, by and between 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, on September 28, 2016, East Hazel Crest and on July 28, 2015 Homewood passed a series of Ordinances identified in Exhibit A attached hereto and made a part hereof (the “TIF Ordinances”) which, among other things, created the Halsted Street Redevelopment Project Area in East Hazel Crest (the “Halsted Redevelopment Project Area”) and the Northeast Tax Increment Financing Redevelopment Project Area in Homewood (the “Northeast TIF Redevelopment Project Area”) (being collectively referred to as the “Redevelopment Project Areas”); and

WHEREAS, the Developer desires, subject to market conditions and necessary approvals, and subject to the availability of financing, including the availability of tax increment financing, pursuant to the Act, to commence activities to improve that portion of the Redevelopment Project Areas which is legally described on Exhibit B (the “Subject Property”) by constructing a project (collectively, the “Project”) on the Subject Property as shown on the Site Plan attached as Exhibit C. In general, 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. Finally, the Developer expects to construct a 16 story, 252-room hotel with skyline lounge, indoor pool and spa, and a 15,000 square foot convention center with accessory retail and accessory parking (the "Hotel"); the Casino will also host a two-level, 75,000-square foot entertainment venue off the main gaming floor; a potential second hotel tower and parking garage to be constructed to the north of the casino as a part of a Phase 2 of the project, and

WHEREAS, the Developer is seeking reimbursement for a portion of its development costs for the Project (the "Project Costs") which: (a) qualify as "redevelopment project costs" as defined in Section 5/11-74.4-3(q) of the Act; and (b) are generally described as to categories on Exhibit D; 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, as amended from time-to-time (the "IGA") pursuant to which the Villages are authorized to enter into this Agreement to provide tax increment financing to the Developer; and

WHEREAS, the Developer intends to file with the Office of the Assessor of Cook County an application for a Class 8 classification of the Subject Property; and

WHEREAS, the Developer has indicated to the Villages that but for the benefit of tax increment financing and a Class 8 classification of the Subject Property, it would not be economically feasible for the Developer to undertake the proposed development and Project; and

WHEREAS, the Villages have determined that the Project will be of significant benefit to the Villages and their residents and thus represents a development that would be appropriate to support with tax increment financing and a Class 8 classification; and

WHEREAS, the Developer has submitted to the Villages a financial analysis and feasibility study related to the Project indicating that the Developer would not undertake the Project in the absence of the availability of tax increment financing and a Class 8 classification of the Subject Property, which analysis and study have been reviewed by the Villages; and

WHEREAS, this Agreement has been submitted to and reviewed by the Corporate Authorities of the Villages; and

WHEREAS, the Corporate Authorities of the Villages, after due and careful consideration, have concluded that the Project as provided for herein will further the growth of the Villages, improve the environment of the Villages, increase the assessed valuation of the real estate situated in the Villages, foster increased and diversified economic activity within the Villages, increase employment opportunities within the Villages, and otherwise be in the public interest of the Villages; and

WHEREAS, the Villages are desirous of having the Project constructed for the uses described herein, in part to ultimately produce increased property tax revenues for the various taxing districts within the Subject Property over the long term; and

WHEREAS, pursuant to the Act, the Villages have agreed to finance certain Project Costs through tax increment revenues payable to the Developer through the issuance of a taxable note pursuant to the terms of this Agreement (the "Note") and to provide other support for the Project as set forth herein; and

WHEREAS, the Note shall be a limited obligation of the Villages issued pursuant to the Act and pursuant to East Hazel Crest's home rule authority, and evidencing the obligations of the Villages to reimburse the Developer for its payment of Project Costs; and

WHEREAS, the Villages may enter into amendments to this Agreement and/or additional agreements with the Developer and/or other third parties as may be necessary to reimburse Project Costs that are incurred in acquiring, improving and developing the Subject Property, or portions thereof, as contemplated in the Redevelopment Plan, and to assign the right to reimbursement of Project Costs to affiliated and unaffiliated parties of the Developer (which may include the Villages' issuance of the Note); and

WHEREAS, the Villages are reserving the Municipal Portion of Incremental Property Taxes (defined below) generated by the development of the Subject Property in recognition of the Project's impact on the Villages' infrastructure and the Villages' need to provide increased police, fire, paramedic, and public works services to respond to these impacts; 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. Developer's Representations and Inducements.

The Developer hereby makes the following representations and inducements:

A. Construction of Project.

The Developer shall, as permitted by law, construct or cause to be constructed the Project in substantial conformance with the Site Plan and in accordance with the schedule identified on Exhibit E (the "Schedule"). So long as the Developer is proceeding with due diligence, failure to comply with the Schedule shall not be considered a Default (as hereinafter defined). At such time as the Casino opens for business and provided the Hotel is under construction, the Villages shall issue certificates of completion to the Developer for improvements located in their respective municipalities (the "Certificate of Completion").

B. General Representation of Authority.

The Developer has the right and power to enter into this Agreement.

C. Agreement to Pay Real Estate Taxes.

The Developer agrees that during the term of this Agreement the Developer, or the Developer's tenants or successor owners as applicable, will pay all real estate taxes due and owing with respect to the Subject Property in compliance with applicable laws. If the Developer files a protest concerning its real estate tax assessment, it shall notify the Villages of this action and provide copies of all documents submitted to the appeal authority.

D. Insurance; Indemnification.

The Developer agrees to indemnify, defend and hold harmless the Villages, their officers, agents, and employees (the "Indemnified Parties") from and against any losses, costs, damages, or liabilities of whatever nature (including costs and attorneys' fees) suffered or incurred by the Villages arising from or in connection with: (i) the Developer's failure to comply with any of the terms, covenants and conditions contained in this Agreement; (ii) the Developer's or any contractor's failure to pay contractors, subcontractors or materialmen in connection with the Project; (iii) the existence of any material misrepresentation or omission in this Agreement, any information statement, or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any employees under the control or at the request of the Developer; or (iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto, provided however, that Developer shall have no obligation to any Indemnified Party for such losses, costs, damages or liabilities that result from the negligence, gross negligence or willful misconduct of one or more of the Indemnified Parties or if such claims are brought by third parties alleging violations of such third parties' civil or constitutional rights by Village officials, or (v) any losses due to any gross negligent or intentional acts or omissions of the Developer, its employees, agents, or assigns. The Developer shall

name the Villages as an additional insured on all liability policies held by the Developer in connection with the Project during construction. The Developer shall require all contractors to name the Villages as an additional insured with respect to all insurance obtained by the contractors pursuant to construction contracts for the Project.

E. Prevailing Wage

The Developer agrees that if any portion of the Project consists of public works as defined by the Prevailing Wage Act (820 ILCS 130/1 *et seq.*), it shall comply with the Prevailing Wage Act.

Section 3. Village Obligations.

In accordance with Developer's commitment to construct the Project, the Villages agree as follows:

A. Other Agreements.

The Villages represent and warrant that no other obligations or agreements exist that would prohibit, prevent, or otherwise impede the Villages' authority or ability to perform under this Agreement.

B. Support of Class 8.

Upon request of Developer, the Villages shall each take all necessary steps to make all necessary findings, to issue resolutions required for, and to approve, consent to, and support the classification of the Subject Property as Class 8 property (which may involve approvals for portions of the Subject Property over time as phases are developed) as required, and for the longest period of time allowed, by Section 74-63 of the Cook County Real Property Assessment Classification Ordinance.

C. Issuance of Note.

Upon the issuance of the Certificate of Completion (the "Issuance Date"), Developer shall complete and submit a Request for Reimbursement in the form attached hereto as Exhibit F. Upon receipt, East Hazel Crest will issue the Note in the form attached as Exhibit G to Developer in an aggregate initial principal amount equal to the amount of Project Costs that have been incurred by the Developer by the Issuance Date up to a maximum principal amount of \$55,000,000. As of the Issuance Date, Developer shall have incurred at least \$55,000,000 in Project Costs. Eligible costs will be certified by the Developer to, and approved by, East Hazel Crest on the Issuance Date and on a quarterly basis thereafter. Interest on the Note will accrue upon issuance at a rate equal to 9% (the "Note Interest Rate") and will compound semi-annually. The Note will begin to accrue interest and payments will begin to be made upon issuance. The Note shall have a first lien on the Available Incremental Property Taxes.

D. Additional Terms.

The Note will have a term that is the lesser of 20 years or the remaining life of the last TIF District whose term expires. Any interest that has accrued under the Note and remains unpaid shall, to the extent permitted by law, accrue interest per annum at the Note Interest Rate. The Note shall be repaid solely from the Available Incremental Property Taxes derived from the Subject Property. If, upon expiration of the Note or distribution of Incremental Property Taxes in the 24th year following the establishment of each TIF, there remains an unpaid balance on the note, any unpaid principal or interest on the note shall be forgiven by the Developer, provided the Villages have otherwise complied with the terms of this Agreement. Under no circumstances shall either Village be obligated to pay principal or interest on the Note from any source other than its share of Available Incremental Property Taxes as defined below, or for any time period which exceeds the allowed TIF period or after the final tax year applicable has been collected by the Villages.

E. Pledge of Available Incremental Property Taxes:

For purposes of this Agreement, the term “Incremental Property Taxes” shall mean the real estate taxes paid in respect of any increase in the equalized assessed value of the Subject Property over the initial equalized assessed value of the Subject Property as shown as part of the “initial equalized assessed value” of the Redevelopment Project Areas as certified by the County Clerk of Cook County, Illinois pursuant to the Act that have been collected after the Certificate of Completion and the Note are issued by the Villages and excluding any Incremental Property Taxes that have become due or that have been collected by the Villages prior to when the Certificate of Completion and the Note have been issued by the Villages.

In order to reimburse the Developer for Project Costs, each Village hereby pledges to pay an amount equal to ninety-five percent (95%) of Incremental Property Taxes generated from that portion of the Subject Property located within its corporate boundaries (the “Available Incremental Property Taxes”). Five percent (5%) of the Incremental Property Taxes generated from that portion of the Subject Property located within each Village’s corporate boundaries (the “Municipal Portion”) is reserved to each Village, and under no circumstance will Developer or any other third party have any claim to the Municipal Portion, nor to any other property tax derived from properties other than the Subject Property. The Villages will not pledge or encumber the Available Incremental Property Taxes except to pay amounts due under the Note until (i) all Project Costs have been fully paid or reimbursed to the Developer and/or all other holders of the Note, (ii) the Note has been paid and discharged, and (iii) all other payments required to be made to or on behalf of the Developer under this Agreement have been paid and this Agreement has terminated. In the Redevelopment Plans adopted in the TIF Ordinances, as well as pursuant to the IGA, the Villages have reserved the right to utilize (or “port”) incremental taxes received under the Act with

respect to one Redevelopment Project Area to pay or reimburse redevelopment project costs in other Redevelopment Project Areas that are either contiguous to, or separated only by a public right-of-way from, the first Redevelopment Project Area. The Villages agree that they will not utilize Available Incremental Property Taxes within redevelopment project areas other than the Redevelopment Project Areas until (i) all Project Costs have been fully paid or reimbursed to the Developer and/or any other holder of the Note, (ii) the Note has been paid and discharged, and (iii) all other payments required to be made to or on behalf of the Developer under this Agreement have been paid and this Agreement has terminated.

Recognizing that the TIF Note will be issued by East Hazel Crest for the benefit of both Villages, Homewood shall assign its share of Available Incremental Property Taxes to East Hazel Crest until the Note has been paid or otherwise discharged according to the terms of this Agreement. It is expressly acknowledged and noted by the Parties that the terms of the Redevelopment Project Areas expire in different years and that the Northeast Redevelopment Project Area may end prior to that of the Halsted Redevelopment Project Area and as a result East Hazel Crest may contribute Available Incremental Property Taxes for a longer period of time.

Each Village's pledge of property taxes in this agreement shall only pertain to the share of property taxes generated by that portion of the Subject Property located within its municipal borders. Under no circumstances shall either municipality be required to pledge or pay any portion of the Available Incremental Property Taxes for property located outside of its municipal borders.

F. Reimbursement Payments.

Reimbursements made to pay down the outstanding principal amount and interest on the Note shall be made semiannually on January 1 and July 1 in an amount equal to all Available Incremental Property Taxes pledged to the Developer. Payments on the Note shall continue until the Note is fully paid or discharged or the terms of the TIF Ordinances and the Redevelopment Project Area, as may be extended, have expired, subject to the terms, conditions and limitations with respect thereto contained in the Note and in this Agreement; provided, any Available Incremental Property Taxes accrued during the term of the Redevelopment Project Areas but paid to the Villages following the date of expiration of said term shall be pledged by the Villages and used to make payments on the Note to the extent required to fully discharge the Note. Payments on the Note shall first be applied to unpaid interest, if any, then to current interest, if any, and then to principal.

G. Deposit of Incremental Property Taxes.

The Incremental Property Taxes shall be deposited by the officers of the County who collect or receive the same directly to an escrow agent (the "Escrow Agent")

pursuant to an Authorization Agreement for Automatic Deposits with the County Treasurer (ACH Credits) in the County's pre-printed form (the "Authorization Agreement"). The Incremental Property Taxes shall be deposited into escrow pursuant to the terms of an escrow agreement in the form attached hereto as Exhibit H (the "Escrow Agreement") and retained by the Escrow Agent and disbursed as and when provided by the terms of the Escrow Agreement. If and whenever the Escrow Agent receives any of the Incremental Property Taxes, they shall immediately transmit the Available Incremental Property Taxes to the Developer pursuant to the terms of the Escrow Agreement and shall immediately transmit each village's proportionate share of the Municipal Portion to each Village. The Escrow Agent shall provide an annual accounting to the Developer by January 31 of each year of Incremental Property Taxes received.

H. Project Approvals.

The Villages shall 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 required zoning and land use approvals, licenses, permits, and authorizations necessary to allow the Developer to commence and complete construction of, and to operate, the Project, subject to each Village's inherent right to interpret and enforce its ordinances. Developer recognizes and agrees that the Villages have sole (but not arbitrary) discretion regarding all Village approvals and permits relating to the Project, and reasonable failure by the Villages to grant any required approval or issue any required permit shall not be deemed a default by the Villages under this Agreement or cause any claim against or liability to the Villages under this Agreement.

Section 4. 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. The Villages agree that they shall not revoke or amend one or more of the TIF Ordinances if such revocation or amendment would prevent or impair the development of the Project in accordance with this Agreement or the Villages' performance of their obligations hereunder.

Section 5. Delay.

For the purposes of any of the provisions of the Agreement, neither the Villages nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any

delay caused by damage or destruction by fire or other casualty, strike, shortage of materials, terrorism, global pandemic, war, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornadoes or cyclones and other like event or condition beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its respective obligations hereunder; nor shall either the Villages or the Developer be considered in breach of, or default in its obligations under the Agreement, in the event of any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or proceedings challenging the authority or right of the Villages or the Developer to act or perform under the Agreement; provided, however, that the party seeking the benefit of the provisions of this Section 5 shall, within ten (10) business days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

Section 6. No Waiver by Delay.

Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Villages and the Developer should still hope otherwise to resolve the problems created by the default involved). No waiver in fact made by either party with respect to any specific default by the other party should be considered or treated as a waiver of the rights of such party with respect to any other defaults by the other party or with respect to the particular default except to the extent specifically waived in writing.

Section 7. Default and Remedies.

Upon a "Default" (as defined below in this subsection) under this Agreement either of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, shall have the rights and remedies that law and equity provide. A Default shall be deemed to occur upon any of the following events:

i) Failure to comply with any material term or provision of this Agreement which is not cured within thirty (30) days, except when such cure is being diligently pursued and requires additional time to cure.

ii) Any material violation of any local ordinance, rule, regulation or state statute pertaining to the Project or the subject matter of this Agreement which is not cured within sixty (60) days, except when such cure is being diligently pursued and requires additional time to cure.

iii) Failure of the Villages to cause to be paid amounts due on the Note to the Escrow Agent, in which event the Developer shall be entitled to specific performance and all other rights at equity or in law.

iv) Upon the failure of any party to perform its obligations under this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No default under this Agreement shall entitle any party to terminate, cancel or otherwise rescind this Agreement; provided, however, this limitation shall not affect any other rights or remedies the Parties may have by reason of any default under this Agreement.

Section 8. Assignability and Transfer.

The Note may be: (1) assigned to or pledged as collateral to any lender providing project financing (2), sold or assigned to a Qualified Institutional Buyer ("QIB") as defined by Rule 144(a) of the Securities Act of 1933; (3) assigned or transferred to any entity controlling, controlled by or under common control with the Developer; and (4) assigned or transferred to any entity in which the majority equity interest is owned by the parties that have a majority equity interest in the Developer. Any proposed assignment of this Agreement shall not become effective without prior notice to and approval by the Villages, which approval shall not be unreasonably withheld, conditioned or delayed.

Section 9. Entire Agreement.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Developer and the Villages relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between the parties hereto, other than are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law reduced to writing and executed by each of them.

Section 10. Survival of Terms, Binding.

The covenants, terms, conditions, representations, warranties, agreements and undertakings set forth in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. Upon an assignment of this Agreement and notice to the Villages, the assigning party shall be automatically released from any and all liabilities and obligations under this Agreement.

Section 11. Governing Law.

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

Section 12. 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.

Section 13. Notices.

All notices, including notice of assignment of this Agreement or the Note, demands, requests, and other communications under the Agreement shall be in writing and shall be deemed properly served when delivered by hand to the party to whose attention it is directed or when received if sent, postage, prepaid, by registered or certified mail, return receipt requested, addressed as follows:

EAST HAZEL CREST

Patricia Lazuka, Village Administrator
Village of East Hazel Crest, Illinois
1904 West 174th Street
East Hazel Crest, Illinois 60429

WITH A COPY TO:

Michael J. Marovich, Village Attorney
Hiskes, Dillner, O'Donnell,
Marovich & Lapp, Ltd.
10759 W. 159th St.
Ste. 201
Orland Park, IL 60467
marovich@hdoml.com

HOMEWOOD

Napoleon Haney, Village Manager
Village of Homewood
2020 Chestnut Road
Homewood, Illinois 60430
nhaney@homewoodil.gov

WITH A COPY TO:

Christopher J. Cummings
Village Attorney
2024 Hickory Road, Suite 205
Homewood, Illinois 60430
chris@cjcumminglaw.com

DEVELOPER

WITH A COPY TO:

DLA Piper LLP (US)

444 West Lake Street, Suite 900

Chicago, Illinois 60606

Attention: Richard F. Klawiter

richard.klawiter@us.dlapiper.com

Section 14. Term.

This Agreement shall terminate at the earliest time at which all of the following have occurred (the "Term"):

- i) the Project is completed and all amounts due under the Note have been paid;
- ii) all amounts due to the Villages with respect to the Developer's indemnification obligations under this Agreement have been paid;
- iii) all other amounts payable by one party to the other party under the terms of this Agreement have been paid; and
- iv) expiration of both Redevelopment Project Areas in accordance with the Act.

Upon the termination of this Agreement, the parties shall execute a notice of such termination in recordable format, which the Developer shall have the right, but not the obligation, to record with the Cook County Clerk - Recording Division. Upon termination of the Agreement, any and all obligations of the Villages shall cease and East Hazel Crest shall not be obligated to pay any unpaid amounts then due, or due in the future, under the Note from any other municipal funds.

Section 15. Lender Provisions.

A. Notice to and Option of Lenders to Cure Defaults.

The Developer shall have the right to execute mortgages and other documents evidencing the interests of lenders in the Subject Property as may be necessary to secure financing for the Subject Property and the Project. If the Villages shall send any notice or demand to the Developer with respect to any alleged breach or default by the Developer under this Agreement, the Villages shall at the same time send a copy of such notice or demand to each Lender to the notice address of such Lender provided to the Villages. Each Lender shall (insofar as the rights of the Villages are concerned) have the right, at such Lender's option within sixty (60) days after receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost of doing so to the indebtedness secured by the lien of its mortgage or security interest;

provided, that if a default by the Developer occurs under this Agreement which is not curable by a Lender, a Lender shall be deemed to have cured such non-curable defaults by its execution of the assumption agreement described in Section 15(C) below.

B. Lenders Not Obligated or Entitled.

No Lender shall be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion, notwithstanding the collateral assignment of this Agreement by the Developer or the execution of any financing conveyance in favor of such Lender.

C. Lender Assumption Agreement.

Nothing contained in this Agreement shall be deemed to permit or authorize any Lender to undertake or continue the construction or completion of any portion of the Project (beyond the extent reasonably necessary to conserve or protect the Project improvements already acquired and constructed) without first having expressly assumed the obligations of the Developer under this Agreement with respect to such portion of the Project by written agreement reasonably satisfactory to the Villages. In such event, the Lender must agree to complete, in the manner provided in this Agreement, the Project improvements to which the lien or title of the Lender relates, and submit evidence reasonably satisfactory to the Villages that such Lender has the qualifications and financial responsibility necessary to assume and perform such obligations of the Developer, as the case may be, in which case the Villages shall attorn to such Lender with respect to the terms of this Agreement and the Note. If such an assumption agreement is executed, then the Developer will be relieved of its obligations under this Agreement with respect to such portion of the Project. Any such Lender properly completing the Project improvements to which its lien or title relates shall be entitled, upon written request made to the Villages, to a certificate of occupancy from each of the Villages with respect to such Project improvements on the same basis as a certificate of occupancy would have been available to the Developer. Nothing contained in this Agreement shall be deemed to grant to any Lender or any party claiming by, through or under the Developer any rights or powers beyond those granted in this Agreement to the Developer.

[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

VILLAGE OF HOMEWOOD

By: _____

Name:

Title:

By: _____

Richard A. Hofeld

Village President

VILLAGE OF EAST HAZEL CREST

By: _____

Thomas A. Brown

Mayor

Exhibit A
TIF Ordinances

Exhibit B

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

Exhibit D

Project and TIF Eligible Costs (in thousands)

	<i>Total Cost*</i>	<i>Percentage Eligible</i>	<i>TIF Eligible Cost</i>
<u>Land & Acquisition</u>			
Land & Acquisition Costs	\$25,000	100	\$25,000
Total Land & Acquisition Costs	\$25,000		\$25,000
<u>Hard Construction Costs</u>			
<i>Hard Costs</i>			
Casino Building	\$90,000		
Hotel	74,000		
Entertainment Venue	23,769		
Parking Structure - South	47,116		
Parking Structure - North	19,100		
Site Work (Hazel Crest)	17,006	100	\$17,006
Site Work (Homewood)	6,000	100	\$6,000
Site Improvements (Signage)	1,500		
Site Improvements (Entertainment Space)	1,231	100	\$1,231
Site Infrastructure (175th Street Entrance)	278	100	\$278
Off-Site Infrastructure	2,000	100	\$2,000
Lift Station	560	100	\$560
Total Hard Construction Costs	\$282,560		\$27,075
<i>Design Fees</i>			
General Fees (% of Hard Costs)	\$12,700		
Specialty Consultants (% of Hard Costs)	1,630	100	\$1,630
Reimbursable Expenses (% of Hard Costs)	816		
Civil Engineering (incl. w/General Fees)	0		
A&E Fees	\$15,145		\$1,630
A/E Construction Administration (% of Hard Costs)	\$1,224		
Reproduction	25		
Utility Services	444		
Testing	500		
Total Design Fees	\$2,193		\$0
<i>Development Costs</i>			
Owner Furnished Specialty Staff & Consultants	\$1,800		
Land Acquisition Fee - The Daly Group	1,000		
Development Fee - The Daly Group	16,145		
Total Development Costs	\$18,945		\$0
Total Hard Costs & Development Costs (excl. Contingency)	\$318,843		\$28,705
<i>Contingency Costs</i>			
Construction Contingency (as % of Hard Costs)	\$16,296		
Owner Contingency (as % of Hard Costs)	5,470		
Total Owner's Contingency	\$21,766		\$0
Total Hard Costs & Development Costs	\$340,609		\$28,705

FF&E*Casino FF&E*

F&B	\$1,320		
Back of House Furnishings	1,125		
Gaming Area Furnishings	3,565		
Carpet Materials - Casino & Front House	588		

	<i>Total Cost*</i>	<i>Percentage Eligible</i>	<i>TIF Eligible Cost</i>
Carpet Materials - Administration & Back of House	94		
Wallcovering Materials	395		
Casino FF&E	\$7,088		\$0

Hotel FF&E

Guestroom Floors	\$4,320		
Hotel Carpet Materials	534		
Hotel Wallcovering Materials	627		
Hotel Amenities	250		
Meeting Rooms	1,250		
SPA	2,000		
Hotel Administration	100		
Hotel Food & Beverage	250		

Hotel FF&E	\$9,331		\$0
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Systems

Telephones	\$88		
Computers and Systems - Casino	7,500		
Computers and Systems - Hotel	1,270		
CCTV - Hotel	508		
Security/Surveillance - Casino	2,000		
Security/Surveillance - Hotel	300		
A/V Equipment	2,000		
Jackpot Lighting	500		
Platinum/Valet Parking Equipment	200		

Systems	\$14,366		\$0
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Gaming Equipment

Slot Machines & System (10% assumed leased)	\$24,300		
Chairs	560		
Bases	490		
Tables Games & Equipment	800		
Cage Equipment	720		
Count Machine	300		
Slot Shops	100		
Slot Signage	1,000		

Gaming Equipment FF&E	\$28,270		\$0
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Operator Supplies & Equipment

Operator Supplies & Equipment - Casino	\$1,700		
Operator Supplies & Equipment - Hotel	1,500		

Operator Supplies & Equipment	\$3,200		\$0
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Total FF&E Costs

\$62,255		\$0
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Soft Costs & Other*Pre-Opening Expenses*

Salaries / Training	\$750		
Uniforms	150		
Marketing	1,000		
F&B Stock	450		
Taxes / Permits / Fees	100		
Gaming Licensing Fees	75		
Builder's Risk Insurance	500		
Pre-Opening Expenses	\$3,025		\$0
	<i>Total Cost*</i>	<i>Percentage Eligible</i>	<i>TIF Eligible Cost</i>
<i>License Fees</i>			
Upfront Licensing Fee	\$15,000		
Upfront Gaming Licensing Fees - Slots	48,300		
Upfront Gaming Licensing Fees - Tables	11,700		
Reconciliation Payment	0		
License Fees	\$75,000		\$0
<i>Other</i>			
Operating Cash & Working Capital	5,000		
Other Costs	\$5,000		\$0
Total Soft Costs & Other	\$83,025		\$0
Total Project Budget (before Financing Costs)	\$510,889		\$53,705
<i>Financing Costs</i>			
Projected Interest Expense During Construction Period (1)	\$12,252	30	\$3,676
Estimated Transaction Fees & Expenses	6,800		
Total Estimated Financing Costs	\$19,052		\$3,676
Total Project Budget*	\$529,941		\$61,056

*Budget and TIF Eligible Costs are preliminary and subject to change, including increases and shifts within and among line items

Exhibit E

Project Schedule

Estimated Project Commencement = Ongoing

Estimated Project Completion = January 1, 2025

Note: These dates are approximate and may be extended/delayed by the Developer

Exhibit F

Form of Request for Reimbursement

REQUEST FOR REIMBURSEMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

The affiant, Wind Creek IL LLC, an Illinois limited liability company (the “Developer”), hereby certifies that with respect to that certain Redevelopment Agreement Between the Villages of East Hazel Crest and Homewood and the Developer dated _____, 2023 (the “Agreement”):

A. Total eligible redevelopment project costs (“Project Costs”) for the Project made to date: \$_____.

B. Amount of Project Costs included in this Request for Reimbursement to be added to the Note / included in a new Note: \$_____.

C. None of the costs referenced in Paragraph B above have been previously reimbursed by the Villages.

D. The Developer hereby certifies to the Villages that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. No event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

G. Enclosed with this request are the materials required pursuant to the Agreement.

F. All capitalized terms which are not defined herein has the meanings given such terms in the Agreement.

[the remainder of this page is intentionally blank]

_____, a _____

By:

Name:

Its:

Subscribed and sworn before me this ___ day of _____ 2023.

My commission expires: _____

Agreed and accepted:

Name

Title: _____

Village of _____

Subscribed and sworn before me this ___ day of _____ 20__.

My commission expires: _____

Exhibit G
Form of Note

REGISTERED NO.

MAXIMUM AMOUNT: \$55,000,000

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

VILLAGE OF EAST HAZEL CREST

TAX INCREMENT ALLOCATION REVENUE NOTE

REGISTERED OWNER: WIND CREEK IL LLC, an Illinois limited liability company

Interest Rate: 9%

Maturity Date: _____, 20__ [Date to be Inserted/Earlier of 20 years from Note Date or TIF Expiration Date]

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of East Hazel Crest, Cook County, Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of \$55,000,000 and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of this Note. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Accrued but unpaid interest on this Note shall also accrue at the Interest Rate per year specified above until paid.

Principal of and interest on this Note from the proceeds of the Available Incremental Property Taxes which have accrued and that were collected after the date of this Note (as defined in the hereinafter defined Redevelopment Agreement) is due on January 1 and July 1 of each year in the amount of the Available Incremental Property

Taxes until the earlier of the Maturity Date or until this Note is paid in full. Payments shall first be applied to interest. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Treasurer of the Village, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the Village in the principal amount of \$55,000,000 for the purpose of paying the costs of certain eligible redevelopment project costs incurred by Wind Creek IL LLC, an Illinois limited liability company (the "Developer") in connection with the development (either by the Developer or third parties) of the Project as hereinafter defined in the Redevelopment Agreement, all within or adjacent to the _____ Redevelopment Project Area (the "Project Area") in the Village, pursuant to a Redevelopment Agreement dated _____, 2023 by and between the Village and the Developer (the "Redevelopment Agreement"), all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act as amended (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS. 350/1 et seq.) and an Ordinance adopted by the Village Board on _____ (the "Ordinance"), in all respects as by law required.

The Village has assigned and pledged certain rights, title and interest of the Village in and to certain incremental ad valorem tax revenues from the Project Area which the Village is entitled to receive pursuant to the TIF Act and the Ordinance, in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE VILLAGE, AND IS PAYABLE SOLELY FROM AVAILABLE INCREMENTAL TAXES INCURRED AND COLLECTED AFTER THE DATE OF THE SIGNING OF THIS NOTE, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCES. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE VILLAGE, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE

RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE VILLAGE, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OR INTEREST OF THIS NOTE. The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of 100% of the principal amount thereof being redeemed, plus accrued interest to the date of redemption if not an interest payment date, without redemption premium. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the Village maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

Payments on this Note shall continue until this Note is fully paid or discharged or the term of the Project Area, as extended, has expired, subject to the terms, conditions and limitations with respect thereto contained in this Note; provided, any Available Incremental Property Taxes accrued during the term of the Project Area, that were collected following the date of expiration of said term, shall be pledged by the Village and used to make payments on this Note to the extent required to fully discharge this Note.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in East Hazel Crest, Illinois, but only in the manner and subject to the limitations provided in the Redevelopment Agreement, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount and for the same terms and conditions of this Note, will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the Maturity Date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Whenever, under the terms of this Note, the principal and interest outstanding and unpaid becomes due and payable, the holder of this Note may pursue any remedies, legal or equitable, that are available to collect the unpaid balance of this Note, together with interest; provided, that neither the principal of or interest on this Note

shall be deemed or declared to be in default so long as all available Incremental Property Taxes have been applied to the payment of such principal or interest.

The Village and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the Village nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the Village, does not exceed or violate any constitutional or statutory limitation applicable to the Village.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Village of East Hazel Crest, Cook County, Illinois, by its Village Board of Trustees, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Village President and attested by the duly authorized signature of the Village Clerk of the Village, all as of _____ 20__.

VILLAGE: Village of East Hazel Crest, an Illinois Municipal Corporation

By: _____

Village President

(SEAL)

Attest:

Village Clerk

PRINCIPAL PAYMENT RECORD

DATE OF PAYMENT	PRINCIPAL PAYMENT	PRINCIPAL BALANCE DUE
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Exhibit H

Escrow Agreement

Account Number

THIS ESCROW AGREEMENT is made and entered into as of the ___ day of _____, 20__ by and between Wind Creek IL LLC, an Illinois limited liability company ("Wind Creek"), and Amalgamated Bank of Chicago, an Illinois state banking corporation, as escrow agent ("Escrow Agent").

1. The following is deposited with Escrow Agent on behalf of the undersigned Wind Creek:

[Please provide specific information regarding deposits, etc.]

2. Escrow Agent is hereby directed to hold, deal with and dispose of the aforesaid at any time held by Escrow Agent hereunder in the following manner, subject however, to the terms and conditions hereinafter set forth:

3. Money deposited under this Escrow Agreement shall be invested as directed by Wind Creek. Escrow Agent shall be entitled to an administrative fee of 25 basis points.

4. It is agreed that the duties of Escrow Agent are only such as are herein specifically provided and are ministerial in nature and that Escrow Agent shall incur no liability whatsoever except for the willful misconduct or negligence or where it has acted in bad faith. The duties and responsibilities of Escrow Agent shall be limited to those expressly set forth in this Escrow Agreement, and Escrow Agent shall not be subject to, nor obliged to recognize, monitor or enforce the terms of any other agreement between, or direction or instruction of, any or all of the parties hereto even though reference thereto may be made herein; provided, however, this Escrow Agreement may be amended at any time or times by an instrument in writing signed by the parties hereto. Escrow Agent shall be fully protected in acting in accordance with any instructions given to it hereunder and signed by the appropriate party or parties hereto.

5. Escrow Agent is authorized, in its sole discretion, to disregard any and all notices or instructions given by any of the undersigned or by any other person, firm or corporation, except only such notices or instructions as are hereinabove provided for and orders or process of any court entered or issued with or without jurisdiction. If any property subject hereto is at any time attached, garnished, or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order,

judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any of such events, Escrow Agent, in its sole discretion, is authorized to rely upon and comply with any such order, writ, judgment or decree which Escrow Agent is advised by legal counsel of its own choosing is binding upon Escrow Agent; and if Escrow Agent complies with any such order, writ, judgment or decree Escrow Agent shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

6. Escrow Agent shall not be personally liable for any act taken or omitted hereunder if taken or omitted in good faith and in the exercise of Escrow Agent's own best judgment. Escrow Agent shall also be fully protected in relying upon any written notice, demand, certificate or document which Escrow Agent in good faith believes to be genuine.

7. Unless otherwise specifically indicated herein Escrow Agent shall proceed as soon as practicable to collect any checks or other collection items at any time deposited hereunder. All such collections shall be subject to the usual collection agreement regarding items received by Escrow Agent's commercial banking department for deposit or collection. Escrow Agent shall not be required or have a duty to notify anyone of any payment or maturity under the terms of any instrument deposited hereunder, nor to take any legal action to enforce payment of any check, note or security deposited hereunder.

8. Escrow Agent shall not be responsible for the sufficiency or accuracy of the form, execution, validity or genuineness of documents or securities now or hereafter deposited hereunder, or of any endorsement thereon, or to any lack of endorsement thereon, or for any description therein, nor shall Escrow Agent be responsible or liable in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any such document, security or endorsement or these escrow instructions.

9. Any notices required or desired to be given hereunder to any of the undersigned shall be in writing and may be given by electronic transmission (i.e. facsimile or email) or by mailing the same to the address indicated below under the signature of such undersigned (or to such other address as said undersigned may have theretofore substituted by written notification to Escrow Agent), by United States mail, postage prepaid. For all purposes hereof any notice so mailed shall be effectual as though served upon the person of the undersigned thereafter actually receives such notice. Notices to Escrow Agent shall be in writing and shall not be deemed to be given until actually received by Escrow Agent's trust department employee or officer who administers this escrow. Whenever under the terms hereof the time for giving a notice

or performing an act falls upon a Saturday, Sunday, or holiday, such time shall be extended to the next business day.

10. If Escrow Agent believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection with this escrow, or in case Escrow Agent becomes involved in litigation on account of being hereunder Escrow Agent or on account of having received property subject hereto, then in either case, Escrow Agent's costs, expenses, and reasonable attorney's fees shall be paid by Wind Creek.

11. Wind Creek also covenants to indemnify Escrow Agent for, and defend it and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of this Escrow Agreement or the performance of its duties hereunder, including the costs and expenses of defending itself against or investigating any claim of liability in the premises, except to the extent that any such loss, liability or expense was due to the Escrow Agent's negligence or bad faith. Escrow Agent shall notify the undersigned promptly of any claim of which it may seek indemnity. Wind Creek shall defend the claim and Escrow Agent shall cooperate in the defense. Escrow Agent may have separate counsel and Wind Creek shall pay the reasonable fees and expenses of such counsel. Wind Creek need not pay for any settlement made without their consent, which consent shall not be unreasonably withheld.

12. If Escrow Agent is subject to conflicting demands with respect to funds or property on deposit with it hereunder, Escrow Agent shall not be permitted or required to resolve such controversy or conflicting demands or take action, including the making of disbursements, but shall await resolution by joint written instructions from the parties or by final court order. Notwithstanding the foregoing, nothing herein shall be deemed to limit the Escrow Agent's right to file an interpleader action if, in the exercise of its discretion, it finds it necessary to do so.

13. Wind Creek shall pay to Escrow Agent reasonable compensation for its services and shall reimburse Escrow Agent for all reasonable out-of-pocket expenses incurred by it. Such expenses may include the reasonable compensation and expenses of Escrow Agent's counsel.

14. If Escrow Agent's fees, costs, expenses, or reasonable attorney's fees provided for herein, are not promptly paid, Escrow Agent shall have the right to sell the property held hereunder and reimburse itself therefore from the proceeds of such sale or from the cash held hereunder.

15. It is understood that Escrow Agent reserves the right to resign as Escrow Agent at any time by giving written notice of resignation, specifying the effective date thereof, to Wind Creek. Within 30 days after receiving the aforesaid notice, Wind Creek agrees to appoint a successor Escrow Agent to which Escrow Agent may distribute the

property then held hereunder, less Escrow Agent's fees, costs and expenses. If a successor Escrow Agent has not been appointed and has not accepted such appointment by the end of the 30-day period, Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent, and the costs, expenses and reasonable attorneys' fees incurred in connection with such a proceeding shall be paid by the Wind Creek.

16. If, by its terms, this Escrow Agreement shall not have previously terminated, then it shall terminate on _____, 20 ____, at which time the property then held hereunder, less Escrow Agent's fees, costs and expenses shall be distributed to Wind Creek.

17. Wind Creek hereby represents that it shall be responsible for any and all tax filings and reports that may be required under either state or federal law arising from this Escrow Agreement.

18. This Escrow Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Illinois.

Wind Creek IL LLC, an Illinois limited liability company

By: _____

Amalgamated Bank of Chicago as Escrow Agent

By: _____