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COPY

JOURNAL of the PROCEEDINGS of the CITY COUNCIL of the CITY of CHICAGO, ILLINOIS

Regular Meeting -- Wednesday, May 25, 2022

at 10:00 A.M.

(Council Chamber -- City Hall -- Chicago, Illinois)

OFFICIAL RECORD.

LORI E. LIGHTFOOT
Mayor

ANDREA M. VALENCIA
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, May 25, 2022

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Attendance At Meeting.

Present -- The Honorable Lori E. Lightfoot, Mayor, and Aldermen La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein.

Absent -- None.

Call To Order.

On Wednesday, May 25, 2022 at 10:00 A.M., the Honorable Lori E. Lightfoot, Mayor, called the City Council to order. The Honorable Andrea M. Valencia, City Clerk, then called the roll of members and it was found that there were present at that time: Aldermen La Spata, Hopkins, Dowell, King, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 47.

Quorum present.

At this point in the proceedings, Mayor Lightfoot rose to offer her thoughts and prayers to the victims of gun violence on May 24, 2022 at Robb Elementary School in Uvalde, Texas which claimed the lives of 19 children. The Mayor also spoke of the grief and the concerns voiced by many about the mass shootings that have traumatized our nation in the past two weeks and solemnly reflected on the "horrible tragedy" on May 14, 2022 in a supermarket in Buffalo, New York, which claimed the lives of 10 individuals, and recently in the Chicago Back of the Yards community and on the Near North Side at Chicago Avenue and State Street. Gun violence continues to be a scourge in communities across America at an

alarming rate and with firearms reaching the hands of young adults and teenagers who are increasingly involved in these tragic incidences while firearms manufacturers face no consequences is intolerable and "something must be done", the Mayor stated. "Chicago, New York, Los Angeles and other cities are awash with illegal guns that are destroying and tearing at the very fabric of our cities", the Mayor asserted, with parents and guardians devastated by the possibility that their child or loved one at any moment could be "cut down in their prime as a result of someone with a gun who should never have had a gun". As a city and a country, we need to think about what we are prepared to tolerate, the Mayor continued while noting that there is no magic answer, and no single Mayor or City Council that can solve this problem. Whether legally or illegally purchased, "guns should not be in the hands of people who have no good intent other than to cause mass destruction", the Mayor declared, and while this is a complicated issue, "it is one that we cannot pass over as business as usual". Commending Alderman Rodriguez for reaching out and asking that we take time as a body and observe a moment of silence and reflect upon what is happening across our country, Mayor Lightfoot urged that "we recommit ourselves together to work towards solutions".

At this point in the proceedings, the City Council and assembled guests rose and observed a moment of silence.

REGULAR ORDER OF BUSINESS RESUMED.

Pledge Of Allegiance.

Mayor Lori E. Lightfoot led the City Council and assembled guests in the Pledge of Allegiance to the Flag of the United States of America.

Invocation.

Rabbi Seth Limmer of the Chicago Sinai Congregation opened the meeting with prayer.

PUBLIC COMMENT.

In accordance with the City Council's Rules of Order and Procedure, the following members of the general public addressed the City Council:

Elizabeth Moreno

Feleshia Smith

Tina Graham

Esther Morales

Yolanda Garduns

Ofelia Martinez

Alexander Williams

Fabiola Rivera

Mama Dee Evangel

Joel Gibson

In accordance with the City Council's Rules of Order and Procedure, the following members of the general public submitted written comments to the City Council:

Levi Bain

Stephanie Kollman*

Christina Harris*

Alexandra Block*

Valentina Villarroel

Tobias Wallace

Clare Hiyama

The asterisk* indicating a document was attached.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- CONGRATULATIONS EXTENDED TO MORTON SCHAPIRO ON RETIREMENT AS PRESIDENT OF NORTHWESTERN UNIVERSITY.

[R2022-562]

The Honorable Lori E. Lightfoot, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 25, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Hopkins, Sadlowski Garza, Silverstein, Waguespack, O'Shea, Tunney, Osterman, Cappleman, Martin, Mitts, Hadden, Ervin, Vasquez and Reilly, a resolution congratulating Morton Schapiro on his retirement as president of Northwestern University.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Alderman Harris moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed.*

The following is said proposed resolution:

WHEREAS, After more than a decade of transformative leadership, Morton Schapiro will conclude his tenure as president of Northwestern University on August 31, 2022; and

WHEREAS, Schapiro began his term as the 16th president of Northwestern University on September 1, 2009; and

WHEREAS, Schapiro has also served as professor of economics in Northwestern's Judd A. and Marjorie Weinberg College of Arts and Sciences, holds appointments in the Kellogg School of Management and the School of Education and Social Policy; and is a fellow of the Institute for Policy Research; and

WHEREAS, Schapiro is among the nation's leading authorities on the economics of higher education, with particular expertise in the area of college financing and affordability and on trends in educational costs and student aid; and

WHEREAS, During Schapiro's tenure, Northwestern became one of only four U.S. universities ranked in the top 20 across all graduate education categories and reached an overall number 9 ranking among national universities; and

WHEREAS, Under Schapiro's leadership, Northwestern achieved several milestones, including doubling representation from underrepresented student groups and increasing the number of faculty with major national academy memberships from 95 in 2009 to 164 today; and

WHEREAS, Schapiro has led unprecedented growth of the Northwestern research enterprise, increasing sponsored research activity from $476.9 Million in 2009 to $893 Million in 2021, making Northwestern the largest academic research site in Illinois, and bringing important economic benefits to Chicago and the State; and

WHEREAS, During Schapiro's tenure, Northwestern invested $2 Billion to renovate and open new facilities in Evanston and Chicago, including the Louis A. Simpson and Kimberly K. Querrey Biomedical Research Center, a $475 Million state-of-the-art facility in the Streeterville neighborhood helping drive the life-sciences economy in Chicago; and

WHEREAS, Schapiro dedicated his tenure to recruiting a diverse cohort of students to Northwestern, increasing the number of Pell Grant recipients to over 21 percent of the student population, awarding $209 Million in institutional aid in academic year 2021 -- 2022, and growing the number of Chicago Public Schools (CPS) student enrollees from just a handful in 2009 to over 500 in 2022; and

WHEREAS, Under Schapiro, Northwestern has strengthened its support for local communities in Chicago, serving as a proud partner with CPS, City Colleges of Chicago, and other educational institutions, as well as catalyzing, supporting, and conducting meaningful community and academic engagement to improve health and health equity for Chicago citizens; and

WHEREAS, Schapiro launched the acclaimed Northwestern Academy for Chicago Public Schools, which has helped hundreds of students from underserved Chicago communities to receive mentoring and college enrichment activities, and to go on to attend quality colleges and universities; and

WHEREAS, Northwestern partnered with Lake View High School and Mather High School, neighborhood CPS schools, to support academic enrichment and mentoring activities, teacher professional development, and college and career preparation; and

WHEREAS, In 2020, during the global pandemic, Schapiro contributed funding to My CHI. My Future., a revolutionary new initiative by the City of Chicago to connect youth to hundreds of activities in a digital space where they can interact with friends and mentors; and

WHEREAS, In recognition of Northwestern President Morton Schapiro and his service to our nation, the State of Illinois and the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 25th day of May 2022, do hereby honor Northwestern President Morton Schapiro on the occasion of his retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Morton Schapiro as a token of our esteem and good wishes.

On motion of Alderman Mitchell, seconded by Aldermen Hopkins, Sposato and Reilly, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, Mayor Lightfoot rose and joined the members of the City Council in congratulating Morton Schapiro on his tenure as president of Northwestern University. Expressing appreciation on behalf of a grateful city and thanking Mr. Schapiro for his leadership, partnership, and counsel, Mayor Lightfoot spoke of the bittersweet feeling of this moment and how greatly Mr. Schapiro will be missed in the City of Chicago. "Your legacy will live on for generations", the Mayor stated, "and benefit the Northwestern University community for years to come." Mayor Lightfoot then invited Mr. Schapiro to the Mayor's rostrum where she presented him with a parchment copy of the congratulatory resolution.

Rules Suspended -- CELEBRATION OF ARMED FORCES DAY.
[R2022-596]

The Honorable Lori E. Lightfoot, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 25, 2022.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Hopkins, Sadlowski Garza, Silverstein, Waguespack, O'Shea, Tunney, Osterman, Cappleman, Martin, Mitts, Hadden, Dowell, Ervin, Vasquez and La Spata, a resolution celebrating Armed Forces Day.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,
Mayor.

Alderman Harris moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed.*

The following is said proposed resolution:

WHEREAS, On May 21, 2022, the United States celebrated Armed Forces Day; and

WHEREAS, On Armed Forces Day, we share our unending appreciation for the proud patriots who answer the call to serve in the United States military, taking the sacred oath to defend our Constitution; and

WHEREAS, The oath taken by those who serve includes that they will "support and defend the Constitution of the United States against all enemies, foreign and domestic", something that we all need to remember in these fractured times; and

WHEREAS, Armed Forces Day pays tribute to those who serve in the Air Force, Army, Coast Guard, Marine Corps, National Guard and Reserves, Navy, and Space Force; and

WHEREAS, The United States first celebrated the holiday in 1950, celebrated the third Saturday of every May; and

WHEREAS, More than 1.3 million active duty members serve in just the Air Force, Army, Marine Corps, and Navy, while over 300,000 more serve in the United States National Guard; and

WHEREAS, We recognize the sacrifices that our service members and their families make on our behalf, as the service members put themselves in harm's way and their families and friends support them, sometimes from half a world away and sometimes moving from place to place; and

WHEREAS, The contributions and sacrifices of those who serve in the United States Armed Forces have been vital in projecting the military strength of a nation that has bountiful natural resources and is one of the largest countries in the world by land or by population; and

WHEREAS, The Armed Forces is a unit as diverse as Chicago, bringing together people of all kinds under the common goal of protecting the nation; and

WHEREAS, Chicago contains various installations that serve the Armed Forces, including at least two active armories; and

WHEREAS, Chicago works closely with Armed Forces personnel, as so many Reservists work within the City government, as it works with the Coast Guard to protect our waters, and as it works with the Air Force and Navy during the Air and Water Show; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 25th day of May 2022, in celebration of Armed Forces Day do hereby honor the currently serving members of the armed services and their families.

On motion of Alderman Mitchell, seconded by Aldermen Hopkins, Moore, Ervin, Villegas, Mitts, Sposato and Cappleman, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, Mayor Lightfoot rose and joined the members of the City Council in expressing her appreciation and gratitude to the brave men and women of our country's armed forces. Many of us have family members and friends who have served or are currently serving in the military, the Mayor observed, and we take this moment to honor their remarkable sacrifice and contribution to our nation. Thanking the members of the City Council for their ongoing efforts on behalf of veterans, Mayor Lightfoot called upon every American to step-up and support our men and women in uniform. Mayor Lightfoot then invited Dr. Terrell Odom, chair of the Mayor's Advisory Council on Veterans' Affairs, Walidah Bennett, member of the Mayor's Advisory Council on Veterans' Affairs, Dr. Jerry Field, member of the Mayor's Advisory Council on Veterans' Affairs, and Deanna Love, director of the Cook County Office of Veterans' Affairs to the Mayor's rostrum where she presented each with a parchment copy of the congratulatory resolution.

At this point in the proceedings, Alderman Ervin moved to *Suspend the Rules Temporarily* to recognize Alderman Michael Scott, Jr. for his dedicated public service to the residents of the City of Chicago and the constituents of the 24th Ward and to extend best wishes on his future endeavors as he leaves the City Council. The motion *Prevailed.*

Aldermen Osterman, Mitts, Harris, Austin, Mitchell, Rodriguez, Smith, Cárdenas, Burnett, Cappleman, Vasquez, Taylor, Hairston, Dowell, Sposato, Taliaferro, Sawyer, King, Lee, Curtis, Lopez, Moore, Coleman, Nugent, Beale, Brookins, Napolitano, Martin, Reilly, Villegas, Maldonado and Waguespack then each rose to share their fond memories and express their appreciation, friendship and well wishes to Alderman Scott.

Alderman Harris then moved to *Suspend the Rules Temporarily* to permit City Clerk Valencia to address the body. The motion *Prevailed.*

Congratulating Alderman Scott for his service to the people of Chicago, City Clerk Valencia reflected on their friendship and the pride she felt for his many accomplishments both professionally and personally. Alderman Scott always showed respect and kindness when greeting the staff and visitors to the City Clerk's office, Clerk Valencia noted, and his dedicated and selfless public service to improve the lives of his constituents and help those who often felt left behind has set an example for the youth of the 24th Ward and a legacy for the City of Chicago.

Mayor Lightfoot then rose and joined the City Clerk and members of the City Council in congratulating and honoring Alderman Scott. Hailing Alderman Scott as a colleague, friend,

and confidant, Mayor Lightfoot also observed the reverential characteristics associated with Alderman Scott including "gentleman", "steady hand", "balanced", "respectful" and "respected". "You have made a lasting impact because of who you are, what you have done and the way you carried yourself" the Mayor continued, and cited that during his tenure with the City Council Alderman Scott has demonstrated "that the seemingly impossible is possible". Alderman Scott has been instrumental in transforming the landscape of the North Lawndale community, the Mayor declared, and his leadership helped to bring in new housing projects, economic development, and jobs to the 24th Ward. "We have weathered some storms together and have built some incredible things that will be a lasting monument to the kind of person you have been", the Mayor stated, and expressed her confidence that in whatever capacity, Alderman Scott will continue to do great things for our city. Voicing her admiration and gratitude for Alderman Scott and his selfless service to the people of Chicago, Mayor Lightfoot extended her best wishes and stated "North, South, East, West Michael Scott is the best".

The members of the City Council and assembled guests then joined together in a standing ovation to Alderman Michael Scott, Jr.

REGULAR ORDER OF BUSINESS RESUMED.

City Council Informed As To A Miscellaneous Document Filed In City Clerk's Office.

The Honorable Andrea M. Valencia, City Clerk, informed the City Council that the following document has been filed in her office:

Placed On File -- RESIGNATION OF HONORABLE MICHAEL SCOTT, JR. AS ALDERMAN OF 24TH WARD.

[F2022-35]

A communication from the Honorable Michael Scott, Jr., Alderman of the 24th Ward, under the date of May 23, 2022, addressed to the Honorable Lori E. Lightfoot, Mayor, transmitting his letter of resignation as alderman of the 24th Ward, which was *Placed on File.*

REPORTS OF COMMITTEES.

COMMITTEE ON COMMITTEES AND RULES.

CORRECTION OF CITY COUNCIL *JOURNAL OF PROCEEDINGS* OF DECEMBER 15, 2021.

[O2022-466]

The Committee on Committees and Rules submitted the following report:

CHICAGO, May 25, 2022.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on May 24, 2022, having had under consideration a proposed ordinance correcting the *Journal of the Proceedings of the City Council of the City of Chicago* of December 15, 2021 (O2022-466), begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by the Committee on Committees and Rules.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chairman.

On motion of Alderman Harris, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows.

Yeas – Aldermen Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, On December 15, 2021, the City Council of the City of Chicago passed substitute ordinance SO2021-4644, which amends Title 6 of the Municipal Code of Chicago by modifying various sections and adding new Sections 6-100-010 and 6-100-030 regarding worker protections; and

WHEREAS, It was later discovered that, due to a scrivener's error, an incorrect citation to the Municipal Code contained within the substitute ordinance was printed in the *Journal of the Proceedings of the City Council of the City of Chicago, Illinois* of December 15, 2021 ("*Journal of Proceedings*") and appears on page 42671; and

WHEREAS, It is necessary and advisable to correct said error; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The December 15, 2021 *Journal of Proceedings* is hereby corrected by deleting Municipal Code citation "6-120-120" appearing on the third line from the top of page 42671 and inserting "6-120-020" in lieu thereof.

SECTION 2. This ordinance shall be in full force and effect following due passage and approval and shall be deemed to apply retroactively to the effective date of January 1, 2022.

Re-Referred -- AMENDMENT OF CHAPTER 4-6 OF MUNICIPAL CODE BY REPEALING SUBSECTION 4-6-230(g)(5) TO ALLOW BOOTING OF MOTOR VEHICLES ON PRIVATE PROPERTY.

[O2022-1217]

The Committee on Committees and Rules submitted the following report:

CHICAGO, May 25, 2022.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on May 24, 2022, having had under consideration a proposed ordinance amending Municipal Code Section 4-6-230(g)(5) regarding booting of motor vehicles on private property (O2022-1217), begs leave to recommend that Your Honorable Body *Re-Refer* the proposed ordinance transmitted herewith to the Committee on License and Consumer Protection.

This recommendation was concurred in by the Committee on Committees and Rules.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chairman.

On motion of Alderman Harris, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on License and Consumer Protection.*

Yeas -- Aldermen Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

Action Deferred -- AMENDMENT OF CHAPTER 2-156 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS AND ADDING NEW SECTION 2-156-301 TO FURTHER REGULATE GOVERNMENTAL ETHICS.

[O2022-1100]

The Committee on Committees and Rules submitted the following report which was, on motion of Alderman Scott and Alderman Cárdenas, *Deferred* and ordered published:

CHICAGO, May 25, 2022.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on May 24, 2022, having had under consideration a proposed ordinance amending Municipal Code Chapter 2-156 by modifying various sections and adding new Section 2-156-301 regarding governmental ethics (O2022-1100), begs leave to recommend that Your Honorable Body re-refer the proposed ordinance transmitted herewith to the Committee on Ethics and Government Oversight.

This recommendation was concurred in by the Committee on Committees and Rules.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO,

SECTION 1. Chapter 2-156 of the Municipal Code of Chicago is hereby amended by inserting the language underscored language, and by deleting the language struck through, as follows:

(Omitted text unaffected by this ordinance)

2-156-010 Definitions.

The following definitions shall apply for purposes of this chapter:

(Omitted text unaffected by this ordinance)

(d-1) "City ~~c~~Council employee" shall mean an individual employed by an alderman or a ~~c~~City ~~c~~Council committee, or bureau, or other service agency of the ~~c~~City ~~c~~Council~~; whether part-time or full-time, including an individual retained as an independent contractor by any of them~~.

(d-2) "City Council contractor" shall mean an individual retained as an independent contractor by any City Council member, committee of the Chicago City Council or bureau or other service agency of the City Council or caucus of members of the City Council to provide services to any of the foregoing, provided that such services are related to City governmental functions and duties, and excluding services related to the physical maintenance of City or aldermanic offices, such as, without limitation, custodial services, painting, landscaping, or plumbing.

(e) "City contractor" means any person (including ~~his~~ their agents or employees acting within the scope of their employment) who is paid ~~from the city treasury~~ by the City or any City agency or pursuant to ~~c~~City ordinance, or as a subcontractor to a contractor paid by the City or any City agency, for services to any ~~c~~City agency, regardless of the nature of the relationship of such individual to the ~~c~~City for purposes other than this chapter. A "city contractor" shall not include officials and employees.

(e-1) "City property" means: (i) the official corporate City seal, as authorized in Chapter 1-8-010 et seq, as amended; (ii) any building or portion thereof owned or exclusively leased by the ~~c~~City or any ~~c~~City agency; or (iii) any intellectual property or personal property, equipment, machinery, or other tangible items used by the City for City business purposes. "City property" does not, however, include any portion of a building that is rented or leased from the ~~c~~City or any ~~c~~City agency by a private person or entity.

(Omitted text unaffected by this ordinance)

(l) "Financial interest" means an interest held by an official or employee that is valued or capable of valuation in monetary terms with a current value of more than $1,000.00 in any consecutive twelve-month period, provided that such interest shall not include: (1) the authorized compensation paid to an official or employee for any office or employment; or (2) a time or demand deposit in a financial institution; or (3) an endowment or insurance policy or annuity contract

purchased from an insurance company; or (4) any ownership through purchase at fair market value or inheritance of the shares of a mutual fund corporation, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; or (5) any ownership through purchase at fair market value or inheritance of not more than one-half of one percent of the outstanding common stock of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended.

(Omitted text unaffected by this ordinance)

(p) "Lobbyist" means any person who, on behalf of any person other than himself, or as any part of ~~his~~ their duties as an employee of another, undertakes to influence any legislative or administrative action, including but not limited to:

(1) A bond inducement ordinance;

(2) A zoning matter;

(3) A concession agreement;

(4) The creation of a tax increment financing district;

(5) The establishment of a Class 6(b) Cook County property tax classification;

(6) The introduction, passage or other action to be taken on an ordinance, resolution, motion, order, appointment or other matter before the ~~c~~City ~~c~~Council;

(7) The preparation of contract specifications;

(8) The solicitation, award or administration of a contract;

(9) The award or administration of a grant, loan, or other agreement involving the disbursement of public monies; or

(10) Any other determination made by an elected or appointed ~~c~~City official or employee of the ~~c~~City with respect to the procurement of goods, services or construction.

Provided, however, that a person shall not be deemed to have undertaken to influence any legislative or administrative action solely by submitting an application for a ~~c~~City permit or license or by responding to a ~~c~~City request for proposals or qualifications. It shall not constitute lobbying as defined here for an individual who is paid on a contingent or commission basis for the good faith sale of goods or services to contact a City official or employee regarding the purchase by the City of such goods or services, provided that such individual is contacting only those City officials or employees who have responsibility for making purchasing decisions regarding such goods or services in the normal course of business.

The term "lobbyist" shall include, but is not limited to, any attorney, accountant, or consultant engaged in the above-described activities; provided, however, that an attorney shall not be considered a lobbyist while representing clients in a formal adversarial hearing. A person who seeks to influence legislative or administrative action on behalf of a not-for-profit entity shall be

deemed a lobbyist only if such person: (i) is paid or otherwise compensated for those efforts; or (ii) undertakes those efforts as a matter of professional engagement, regardless of pay or other compensation.

The term "lobbyist" shall not include: (i) any employee or official of another government unit who engages in the above-described activities on behalf of that government unit; or (ii) a person who: (a) attends a meeting with an employee or official simply to provide technical information or address technical questions; (b) attends a meeting to provide clerical or administrative assistance (including audio/visual, translation or interpretation and sign language); (c) attends a meeting to observe for educational purposes; or (d) plays no role in the strategy, planning, messaging, or other substantive aspect of the overall lobbying effort.

(Omitted text unaffected by this ordinance)

2-156-030 Improper influence.

(Omitted text unaffected by this ordinance)

(b) No elected official, or any person acting at the direction of such elected official, shall contact either orally or in writing any other ~~c~~City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the elected official, or the domestic partner or spouse of the elected official, or from whom or which the elected official or the elected official's domestic partner or spouse ~~he~~ has derived any income or compensation during the preceding twelve months or from whom or which the elected official or the official's domestic partner or spouse ~~he~~ reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may preside over or participate in any discussion in any City Council Committee hearing or, or participate in any discussion in any City Council meeting or vote on any matter involving a ~~the~~ person with whom the elected official or the official's domestic partner or spouse has any business relationship that creates a financial interest on the part of the elected official, or the domestic partner or spouse of the elected official, or from whom or which the elected official or the elected official's domestic partner or spouse ~~he~~ has derived any income or compensation during the preceding twelve months or from whom or which the elected official or the elected official's domestic partner or spouse ~~he~~ reasonably expects to derive any income or compensation in the following twelve months. If applicable, the elected official shall remove themselves from the floor of the City Council or the City Council Committee meeting room during any discussion or vote on any such matter.

With regard to any such matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the elected official or the elected official's domestic partner or spouse, or from whom either the elected official or the elected official's domestic partner or spouse has derived any income or compensation in the previous or following twelve months, the elected official shall disclose in writing to the Board of Ethics within 24 hours of any such person who requests that the elected official contact, either orally or in writing, any other City official or employee with respect to any matter involving the person. Such disclosure shall state the name of the person and the nature of the business relationship that creates a financial relationship on the part of the elected official, spouse or domestic partner, or the nature of compensation or income derived in the previous or following twelve-month period. The Board of Ethics shall review any disclosure made under this subsection and shall determine whether the elected official has provided sufficient details regarding the conflict of interest, and may request more detail if it deems that is necessary, shall post such disclosures, including any

additional detail submitted by the elected official, on the Board of Ethics website, in a searchable format, upon receipt.

(Omitted text unaffected by this ordinance)

2-156-060 Unauthorized use of ~~real or personal~~ City-~~owned~~ property.

No official ~~or~~, employee, City Council employee, or candidate for City office shall engage in or permit the unauthorized use of any City property. ~~real or personal property owned or leased by the city for city business.~~

(Omitted text unaffected by this ordinance)

2-156-080 Conflicts of interest; appearance of impropriety.

(Omitted text unaffected by this ordinance)

(b) (1) With regard to any matter pending before the City Council or any City Council Committee, any member of the City Council who has any financial interest that is either (1) distinguishable from that of the general public or all aldermen, or (2) from which the member has derived any income or compensation during the preceding twelve months or from which the member reasonably expects to derive any income or compensation in the following twelve months shall publicly disclose in detail the nature and extent of such interest, including when such interest commenced, on the records of proceedings of the City Council and City Council Committee, and shall also notify, with the same detail, the Board of Ethics of such interest within 96 hours of delivery by the Clerk to the member, of the introduction of any ordinance, resolution, order or other matter in the City Council, or as soon thereafter as the member is or should be aware of such potential conflict of interest. If a disclosing member believes that disclosure of any required detail is prohibited by applicable privacy law or a confidentiality requirement, that member shall include a statement of the pertinent basis for non-disclosure, and otherwise disclose fully. The Board of Ethics shall review any disclosure made under this subsection and shall determine whether the member has provided sufficient detail regarding the conflict of interest, and may request more detail if it deems that is necessary. The Board of Ethics shall give the member one opportunity to correct the defect in the disclosure within seven days from the date of such request. The Board of Ethics shall post such disclosures, including any additional detail submitted by the member, on the Board of Ethics website, in a searchable format, upon receipt. The member shall abstain from participating in any discussion concerning or voting on the matter and remove themselves from the floor of the City Council or the City Council Committee meeting room during any such discussion or vote, but shall be counted present for purposes of a quorum. The obligation to report a potential conflict of interest under this subsection arises as soon as the member of the City Council is or should be aware of such potential conflict.

(2) To avoid even an appearance of impropriety, any elected official ~~member of the City Council~~ who has any business relationship with a person or entity with a matter pending before the City Council or any City Council Committee: (i) that creates a financial interest on the part of such ~~member~~ elected official, or the domestic partner or spouse of such ~~member~~ elected official, or (ii) from whom or which the ~~member~~ elected official, or the domestic partner or spouse of such elected official, has derived any income or compensation during the preceding twelve months or from whom or which the ~~member~~ elected official or the domestic partner or spouse of such elected official reasonably expects to derive any income or compensation in the following twelve months, shall publicly disclose in detail the nature of such business relationship or income or

compensation, including when such relationship commenced, on the records of proceedings of the City Council and the City Council Committee, and shall also notify, with the same detail, the Board of Ethics of such relationship within 96 hours of delivery by the Clerk to the ~~member~~ elected official, of the introduction of any ordinance, resolution, order or other matter in the City Council, or as soon thereafter as the ~~member~~ elected official is or should be aware of such potential conflict of interest. If a disclosing ~~member~~ elected official believes that disclosure of any required detail is prohibited by applicable privacy law or a confidentiality requirement, that ~~member~~ elected official shall include a statement of the pertinent basis for non-disclosure, and otherwise disclose fully. The Board of Ethics shall review any disclosure made under this subsection and shall determine whether the ~~member~~ elected official has provided sufficient detail regarding the business relationship, and may request more detail if it deems that is necessary. The Board of Ethics shall give the ~~member~~ elected official one opportunity to correct the defect in the disclosure within seven days from the date of such request. The Board of Ethics shall post such disclosures, including any additional detail submitted by the ~~member~~ elected official, on the Board of Ethics website, in a searchable format, as soon as practicable after ~~immediately upon~~ receipt. The ~~member~~ elected official shall abstain from participating in any discussion concerning and voting on the matter, and, if applicable, remove themselves from the floor of the City Council or the City Council Committee meeting room during any such discussion or vote, but shall be counted present for purposes of a quorum. The obligation to report a potential conflict of interest under this subsection arises as soon as the ~~member~~ elected official of the City Council is or should be aware of such potential conflict. For purposes of this subsection (ii) only: "matter pending before the City Council or any City Council Committee" shall refer to City Council action involving the award of loan funds, grant funds or bond proceeds, bond inducement ordinances, leases, land sales, zoning matters, the creation of tax increment financing districts, concession agreements or the establishment of a Class 6(b) Cook County property tax classification.

(Omitted text unaffected by this ordinance)

2-156-090 Representation of other persons.

(a) No elected official or employee may represent, or derive any income or compensation from the representation of, any person other than the ~~c~~City in any formal or informal proceeding or transaction before any ~~c~~City agency or City employee or official in which the agency's or employee's or official's action or non-action is of a nonministerial nature; provided that nothing in this subsection shall preclude any employee from performing the duties of ~~his~~ their employment, or any elected official from appearing without compensation before any ~~c~~City agency on behalf of ~~his~~ their constituents in the course of ~~his~~ their duties as an elected official.

(Omitted text unaffected by this ordinance)

2-156-130 Employment of relatives or domestic partners.

(Omitted text unaffected by this ordinance)

(b) No official or employee shall exercise contract management authority, or participate in the making of any City administrative or legislative action or decision, where any relative or the domestic partner of the official or employee is employed by or has contracts with the person~~s~~ with such contract or who is ~~doing city work over which the city official or employee has or exercises contract management authority~~ seeking such administrative or legislative action.

(c) No official or employee shall use or permit the use of ~~his~~ their position to assist any relative or ~~his~~ domestic partner, in securing employment or contracts with persons over whom the employee or official exercises contract management authority or with respect to whom the employee or official would make or participate in the making of any City administrative or legislative action or decision. The employment of or contracting with a relative or domestic partner of such a ~~c~~City official or employee by such a person within six months prior to, during the term of, or six months subsequent to the period of a ~~c~~City contract or the making of such action or decision shall be evidence that said employment or contract was obtained in violation of this chapter.

(d) No person shall, with intent to violate this section, hire or retain any relative or domestic partner of a City employee or official who exercises contract management authority with respect to the person's City contracts or who participates in administrative or legislative actions or decisions involving the person.

2-156-135 Prohibited political activities.

(Omitted text unaffected by this ordinance)

(b) No official, ~~or~~ employee, or candidate for City office shall ~~intentionally use~~ misappropriate any ~~c~~City property or resources of the ~~c~~City in connection with any prohibited political activity; provided, however, any official, ~~or~~ employee, or candidate for City office may reserve and rent a ~~c~~City-owned facility at a fair market value before any such activity or event connected therewith.

(Omitted text unaffected by this ordinance)

2-156-142 Offering, receiving and soliciting of gifts or favors.

(Omitted text unaffected by this ordinance)

(d) The restriction in subsection (a) shall not apply to the following:

(Omitted text unaffected by this ordinance)

(8) Any gift that is given to, or is accepted on behalf of the ~~c~~City, provided that any person receiving the gift on the cCity's behalf shall ~~immediately~~ promptly report to the board and to the comptroller, who shall add such gift to an inventory of the ~~c~~City's property.

(Omitted text unaffected by this ordinance)

(f) No official or employee, or the covered relative of such official or employee, shall solicit or accept any money or other thing of value including, but not limited to, gifts, tips or gratuities, favors, services or promises of future employment, in return for advice or assistance on matters concerning the operation or business of the ~~c~~City; provided, however, that nothing in this section shall prevent: (i) an official or employee, or the covered relative of such official or employee from accepting compensation for services wholly unrelated to the official's or employee's ~~c~~City duties and responsibilities and rendered as part of ~~his or her~~ their non-~~c~~City employment, occupation or profession; or (ii) any member of the sworn force of the police department from being employed in the private security field, provided that such member has received any required approval from the superintendent of police therefor and complied with all rules and regulations promulgated by the superintendent of police relating to such employment.

(Omitted text unaffected by this ordinance)

2-156-143 Employee-to-employee gifts.

(a) For purposes of this section, the following definitions shall apply:

"Official superior" means any employee, including but not limited to an immediate supervisor, whose official responsibilities include directing or evaluating the performance of other employees' official duties or those of any other supervisor of the employee. For purposes of this section, the term "official superior" shall also include the Mayor. Additionally, for purposes of this section, an employee is considered to be the subordinate of any of ~~his~~ their official superiors.

(Omitted text unaffected by this ordinance)

(b) Except as provided in this section, an employee shall not (i) give a gift to or make a donation towards a gift for an official superior; or (ii) solicit a contribution from another employee for a gift to ~~either his~~ their own ~~or the other employee's~~ official superior; or (iii) accept a gift from a subordinate.

~~(c) Except as provided in this section, an employee shall not accept a gift from an employee receiving less pay than himself unless: (i) the two employees are not in a subordinate-official superior relationship; and (ii) there is a personal relationship between the two employees that would justify the gift.~~

(~~d~~c) The restriction in subsection~~s~~ (b) ~~and (c)~~ shall not apply to the following:

(1) ~~On an occasional basis, including any~~ Any occasion on which gifts are traditionally given or exchanged, such as birthdays or winter holidays~~,~~. On such occasions, the following may be given to an official superior or accepted from a subordinate~~; or other employee receiving less pay:~~

(i) Items, other than cash, but including gift cards, with an aggregate market value of $10.00 or less per occasion;

(ii) Items such as food and refreshments to be shared in the office among several employees;

(iii) Personal hospitality provided at a residence which is of a type and value customarily provided by the employee to personal friends; or

(iv) Items given in connection with the receipt of personal hospitality if of a type and value customarily given on such occasions.

(2) A gift appropriate to the occasion may be given to an official superior or accepted from a subordinate ~~or other employee receiving less pay~~:

(i) In recognition of infrequently occurring occasions of personal significance such as marriage, illness, or the birth or adoption of a child, provided that no such gift shall exceed $250.00 per occasion; or

(ii) Upon occasions that terminate a subordinate-official superior relationship, such as retirement, resignation, or transfer.

(3) An employee may solicit a voluntary contribution of no more than $20.00 from a fellow employee for an appropriate gift to an official superior and an employee may make a voluntary contribution of $20.00 or less to an appropriate gift to an official superior:

(i) On a special, infrequent occasion as described in subsection (~~d~~c)(2)(i) of this section; or

(ii) On an occasional basis, for items such as food and refreshments to be shared in the office among several employees. An employee may accept such gifts to which a subordinate ~~or other employee receiving less pay than himself~~ has contributed.

(~~e~~d) Notwithstanding any other provision of this section, an official superior shall not coerce a gift from a subordinate.

(Omitted text unaffected by this ordinance)

2-156-145 Ethics and sexual harassment training.

(Omitted text unaffected by this ordinance)

(b) In addition to the requirement of subsection (a), each official, member of an alderman's personal staff, ~~city council committee employee~~ City Council employee, City Council contractor, full-time, part time and contract employee of the ~~c~~City, and employee of any not-for-profit organization created by a ~~c~~City ordinance to perform functions traditionally within the power of the ~~c~~City, including raising revenue for municipal functions, shall in each calendar year complete an annual ethics education training course developed by the board of ethics. Such course may be offered in-person, through an internet-based program, or other manner prescribed by the board of ethics. Any employee who fails to comply with this section shall be subject to employment sanctions, including suspension, in accordance with the procedures under which the employee may otherwise be disciplined. Any employee who is found to have knowingly falsified their~~his/her~~ compliance with this section shall be subject to discharge.

(Omitted text unaffected by this ordinance)

2-156-150 Statements of financial interest.

(a) For purposes of this article, the following persons shall be referred to as "reporting individuals":

(Omitted text unaffected by this ordinance)

(v) Each ~~c~~City ~~c~~Council employee and City Council contractor who is not solely clerical;

(Omitted text unaffected by this ordinance)

2-156-160 Content of statements.

(a) Statements of financial interests shall contain the following information:

(Omitted text unaffected by this ordinance)

(13) The name and instrument of debt of all debts in excess of $5,000.00 owed by the reporting individual, as well as the name and instrument of debt of all debts in excess of $5,000.00 owed to the reporting individual, but only if the creditor or debtor, respectively, or any guarantor of the debt, has done work for or business with the City of Chicago in the preceding calendar year. Debt instruments issued by financial institutions whose normal business includes the making of loans of the kind received by the reporting individual, and which are made at the prevailing rate of interest and in accordance with other terms and conditions standard for such loans at the time the debt was contracted need not be disclosed. Debt instruments issued by publicly held corporations and purchased by the reporting individual on the open market at the price available to the public need not be disclosed~~.~~;

(14) Each City Council employee and City Council contractor shall identify the City Council member or City Council committee or bureau for whom they work at the time of filing.

(Omitted text unaffected by this ordinance)

2-156-301 Lobbying on the floor of City Council or Committee Meetings.

During any meeting of the City Council or a City Council Committee, no person who is not a current City Council member or staff member of a City Council member acting on behalf such City Council member, shall lobby or solicit any City Council member on the floor of City Council or in a City Council Committee meeting room to vote for or against any person or proposition, except through testimony, whether in person, by electronic means, or in writing. Nothing in this provision is intended to limit debate by City Council members on any pending matter, or to prohibit discussion between City Council members, or between City Council members and any City employee, concerning a pending matter.

2-156-445 Limitation of contributing to candidates and elected officials.

(a) No person who has done business with the City, or with the Chicago Transit Authority, Chicago Board of Education or Chicago Public Schools, Chicago Park District, Chicago City Colleges, Chicago Housing Authority, Chicago Public Building Commission, or Metropolitan Pier and Exposition Authority within the preceding four reporting years, or who is seeking to do business with the City~~,~~ or with any of the other aforementioned entities, no subcontractor to such a person on a contract with the City or aforementioned entities, and no lobbyist registered with the Board of Ethics, shall make contributions in an aggregate amount exceeding $1,500.00: (i) to any candidate for City office during a ~~single candidacy~~ reporting year; or (ii) to an elected official of the government of the City during any reporting year of the official's ~~his~~ term; or (iii) during a reporting year, to any official or employee of the City who is seeking election to any other office. For purposes of this section all contributions to a candidate's authorized political committees shall be considered contributions to the candidate. A reporting year shall be from January 1st to December 31st. For purposes of this subsection only "seeking to do business" means: (i) the definition set forth in Section 2-156-010(x); ~~and~~ or (ii) any matter that was pending before the City Council or any City Council Committee in the six months prior to the date of the contribution or any matter that will be pending before the City Council or any City Council Committee in the six months after the date of the contribution, if that matter involved the award of loan funds, grant funds or bond proceeds, bond inducement ordinances, leases, land sales, zoning matters, the

creation of tax increment financing districts, concession agreements or the establishment of a Class 6(b) Cook County property tax classification.

(Omitted text unaffected by this ordinance)

2-156-465 Sanctions.

(Omitted text unaffected by this ordinance)

(b) *Fines.* The following fines shall, as appropriate, apply to violations of this chapter:

(1) *Failure to complete ethics training.* Any employee or official who violates section 2-156-145 and any lobbyist who violates section 2-156-146 shall be fined ~~not less than $200.00 nor more than $750.00~~ $250 for each such violation. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply. The board shall also make public, in a manner that the board may deem appropriate, the names of lobbyists, employees and officials who failed to complete a mandatory ethics training on time.

(2) *Failure to file a statement of financial interests.* Any reporting person who violates section 2-156-190 shall be fined $250 for each such violation. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply. The board shall also make public, in a manner that the board may deem appropriate, the names of reporting persons who failed to file statements of financial interests on time.

(3) *Failure to register or file reports by lobbyists.* Any lobbyist who violates section 2-156-245 or section 2-156-270 shall be fined $1,000.00 for each such violation. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply. Any lobbyist who violates any provision of Article IV of this chapter shall be subject to the suspension of ~~his~~ their lobbyist registration. The board shall also make public, in a manner the board deems appropriate, the names of lobbyists who violate Section 2-156-245 or 2-156-270 and fine assessed.

~~*(4) Violating the gift ban or the prohibited political activity sections.* Any person who violates section 2-156-142 or section 2-156-135 shall be subject to a fine of not less than $1,000.00 and not more than $5,000.00 for each violation.~~

(~~5~~4) Improper contributions. Any person who knowingly makes, solicits or accepts a political contribution in violation of section 2-156-140 or section 2-156-445 shall be subject to a fine of not less than $1,000.00 and up to the higher of $5,000.00 or three times the amount of the improper contribution that was accepted for each violation of these sections.

~~*(6) False, frivolous, or bad faith allegation.* Any person who intentionally makes a false, frivolous, or bad faith allegation to the board shall be fined not less than $500.00 and up to $5,000.00 for each offense, and, if such person is a city contractor, shall be subject to termination of a contract.~~

~~*(7) Violation of sexual harassment provisions.* Any person who violates Section 2-156-149 shall be subject to fine of not less than $1,000.00 and not more than $5,000.00 for each violation.~~

(85) *Violation of Chapter provisions.* Any person who violates any other provision of this chapter, where no other fine is specifically provided, shall be subject to public censure by the Board and a fine of not less than $500.00 ~~$1,000.00~~ and not more than ~~$5,000.00~~ $20,000.00 for each offense; provided that the Board may also impose a fine equal to the financial benefit an official or employee realized from a violation, if higher.

(6) *Candidates; filing of statements of financial interests.* Any person who qualifies as a candidate for City office who knowingly files a false or misleading statement of financial interests shall be subject to fines as provided in subsection (a)(5) of this section.

(Omitted text unaffected by this ordinance)

2-156-505 Training and filing violations – Executive director's authority.

Upon determining that a person has violated Section 2-156-145, 2-156-146, 2-156-190, 2-156-245, or 2-156-270, the executive director of the board is authorized to impose upon such person an appropriate fine as provided in Section 2-156-465. The executive director is authorized to impose or levy such fine ~~starting~~ no earlier than on the seventh City business day after the date of the executive ~~director notified~~ director's notice to the person of the violation, and no fine shall begin accruing until the eighth calendar day after the executive director's notice to the person. The person may contest the imposition of such fine as provided by rule. The process set forth in Sections 2-156-385 and 2-156-392 are not a prerequisite to the imposition of fines pursuant to this section.

(Omitted text unaffected by this ordinance)

SECTION 2. This ordinance shall take effect 10 days after passage and publication.

COMMITTEE ON ZONING, LANDMARKS AND BUILDING STANDARDS.

AMENDMENT OF SECTION 17-6-0403-G OF MUNICIPAL CODE TO EXCLUDE FOOD AND BEVERAGE RETAIL SALES USE GROUP WITHIN PLANNED MANUFACTURING DISTRICT NO. 4B FROM REQUIRED FLOOR AREA LIMITS.
[O2022-1035]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, May 25, 2022.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on May 24, 2022, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2022-1036, the amendment of Municipal Code Section 17-6-0403-G to exclude food and beverage retail sales use group within Planned Manufacturing District Number 4B from required floor area limits.

Page 1 also contains Document Number O2019-5785, for the address commonly known as 1628 -- 1650 West 17th Street and 1629 -- 1651 West 16th Street.

Pages 1 through 11 contain various map amendments in the 1st, 3rd, 11th, 16th, 18th, 21st, 22nd, 23rd, 25th, 27th, 30th, 31st, 33rd, 39th, 40th, 44th, 45th, 46th, 47th, 48th and 50th Wards.

Page 12 contains Document Number Or2022-114, a fee waiver for 1039 -- 1059 West Lawrence Avenue, located in a historical landmark district.

Page 12 also contains various large signs over 100 square feet in area and 24 feet above grade in the 1st, 11th, 14th, 24th, 25th, 32nd, 41st and 50th Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) THOMAS TUNNEY,
Chairman.

On motion of Alderman Tunney, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. 17-6-0403-G of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the struck-through, as follows:

(Omitted text is unaffected by this ordinance.)

7. Food And Beverage Retail Sales. Food and beverage retail sales uses shall not be larger than 3,000 square feet, provided:

   a. this maximum floor area limit is 8,000 square feet in PMD 3 ~~and PMD 4B~~;

   b. this maximum floor area limit is 6,000 square feet in PMD 8 on lots abutting South Halsted Street north of Pershing Road;

   c. this floor area limit does not apply in PMD 4B, PMD 7B, PMD 8B and PMD 11B.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect from and after its passage and publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF PARTICULAR AREAS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, May 25, 2022.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on May 24, 2022, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2022-1036, the amendment of Municipal Code Section 17-6-0403-G to exclude food and beverage retail sales use group within Planned Manufacturing District Number 4B from required floor area limits.

Page 1 also contains Document Number O2019-5785, for the address commonly known as 1628 -- 1650 West 17th Street and 1629 -- 1651 West 16th Street.

Pages 1 through 11 contain various map amendments in the 1st, 3rd, 11th, 16th, 18th, 21st, 22nd, 23rd, 25th, 27th, 30th, 31st, 33rd, 39th, 40th, 44th, 45th, 46th, 47th, 48th and 50th Wards.

Page 12 contains Document Number Or2022-114, a fee waiver for 1039 -- 1059 West Lawrence Avenue, located in a historical landmark district.

Page 12 also contains various large signs over 100 square feet in area and 24 feet above grade in the 1st, 11th, 14th, 24th, 25th, 32nd, 41st and 50th Wards.

I hereby move for passage of the proposed ordinance and substitute ordinances transmitted herewith.

Respectfully submitted,

(Signed) THOMAS TUNNEY,
Chairman.

On motion of Alderman Tunney, the said proposed ordinance and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map No. 1-G.
(As Amended)
(Application No. 21001T1)
(Common Address: 1358 -- 1360 W. Randolph St.)

[SO2022-1039]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-3 Neighborhood Commercial District symbols and indications as shown on Map Number 1-G in an area bounded by:

the alley next north of and parallel to West Randolph Street; a line 65 feet west of and parallel to North Ada Street; West Randolph Street; and a line 113.38 feet west of and parallel to North Ada Street,

to those of a DX-3 Downtown Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Context Site Plan; Site/First, Second and Third Floor Plans; and Building Section and Randolph Street Elevation attached to this ordinance printed on pages 48255 through 48257 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

Substitute Narrative and Plans
Type-1 Zoning Map Amendment
For 1358-60 West Randolph
From C1-3 to DX-3

The applicant wishes to rezone the property in order to establish a qualifying Transit Served to allow sufficient density to bring an existing 3-story mixed-use building with ground floor commercial space, 3 residential dwelling units and no parking into compliance with no external changes to the existing building

The applicant seeks to change the zoning classification through the Type 1 rezoning process of Section 17-13-0302A2 which allows an applicant to elect a Type 1 application. This applicant elects to submit this application as a Type 1 application to avail itself of the provisions of Section 17-10-0102-B which provides that the minimum off-street automobile parking for residential uses may be reduced by up to 100% if approved as a Type1 Zoning Map Amendment. Because this is an existing lot line to lot line building with no place to add parking spaces, the only way to bring the existing noncompliant dwelling units into compliance is to designate this building as a qualified Transit Served Location.

This project will meet the requirements of 17-13-0905-F in that:

(a) Must be located in a transit-served location: The project is located in a transit -served location as set forth above, and is less than 1320 feet from the Ashland and Lake Green Line and Pink Line Stations;

(b) Must comply with the standards of Section 17-3-0500 pertaining to pedestrian streets and pedestrian retail streets: Although the actual pedestrian street designation terminates approximately 60 feet east of the property, the project's design characteristics mimic the pedestrian street criteria (façade abuts sidewalk, it will have a restaurant and be next to a restaurant which features large transparent windows consistent with the pedestrian street designation criteria);

(c) Must comply with the general goals set forth in the Transit Friendly Development Guide: Station Area Typology and any other station-specific plans, designs or guidelines adopted by the Chicago Plan Commission. The Transit Friendly Development Guide defines "transit friendly development" on page 2 as "Development which is oriented towards and integrated with adjacent transit. The development incorporates accessibility and connectivity and is a multiuse mix of dense development that generates significant levels of transit riders.": This project will add residential density to an existing mixed use building adding riders to the two above named public transit stations and will add a pedestrian friendly accessible restaurant within a short distance from the CTA transit stations which will further serve as an amenity to CTA riders. The development will add accessibility to the ground floor of a previously non-accessible existing building consistent with transit friendly guidelines;

FINAL FOR PUBLICATION

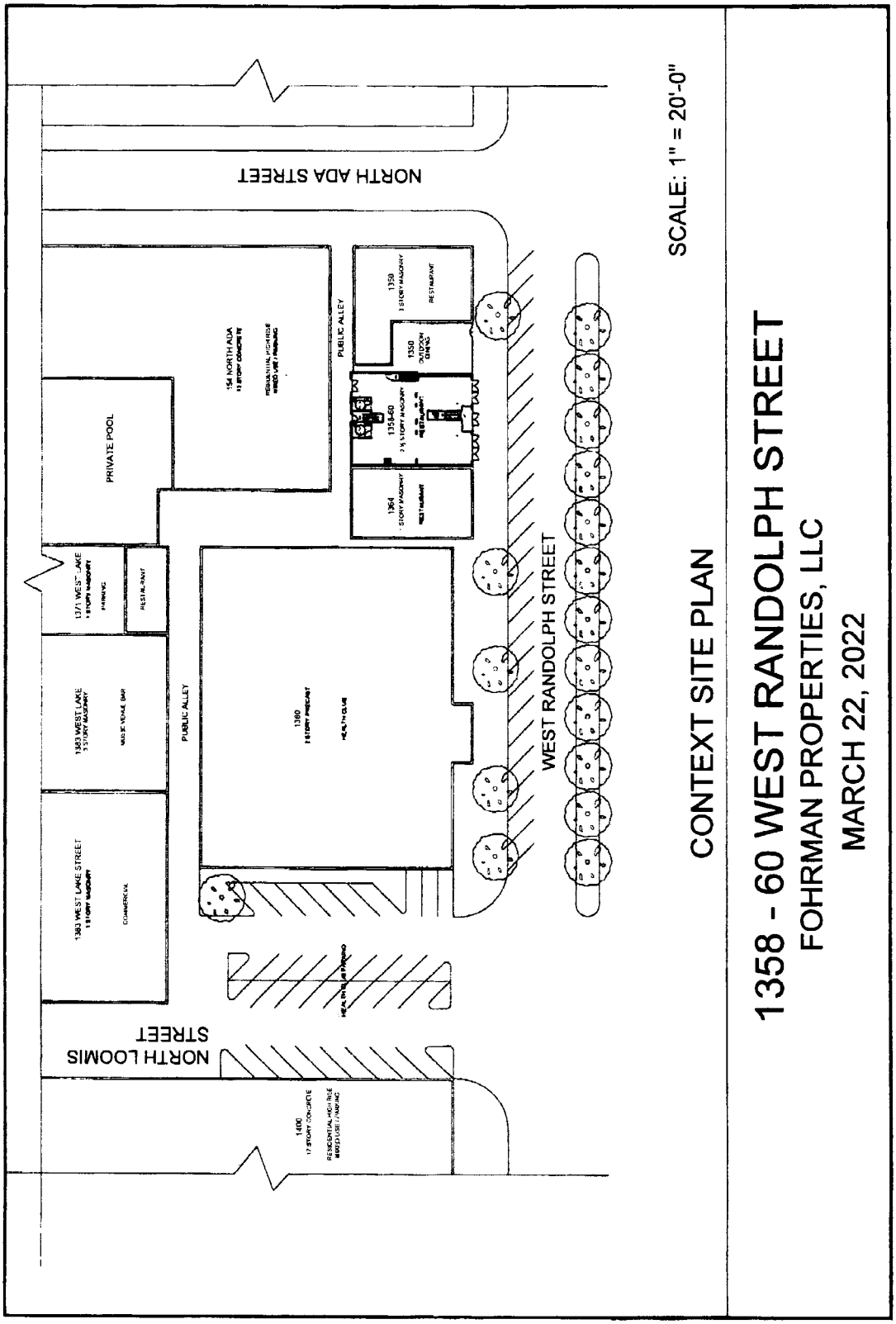
(d) Must actively promote public transportation and alternatives to automobile ownership: The applicant will promote transit and alternatives to automobile ownership by adding signage that directs tenants and restaurant patrons to the nearby CTA stations, the two DIVY bike stations within ½ a block and two more within 2 blocks and the ZIP CAR lot within 2 blocks;

(e) Must include enhancements to the pedestrian environment that are not otherwise required: The applicant participated in the City's sidewalk improvement program and installed an extra- large pedestrian friendly 18-foot wide sidewalk in front of the building. The applicant will add planters and landscaping to this already large pedestrian friendly sidewalk area none of which is required but will enhance the pedestrian friendly atmosphere of this mixed use building.

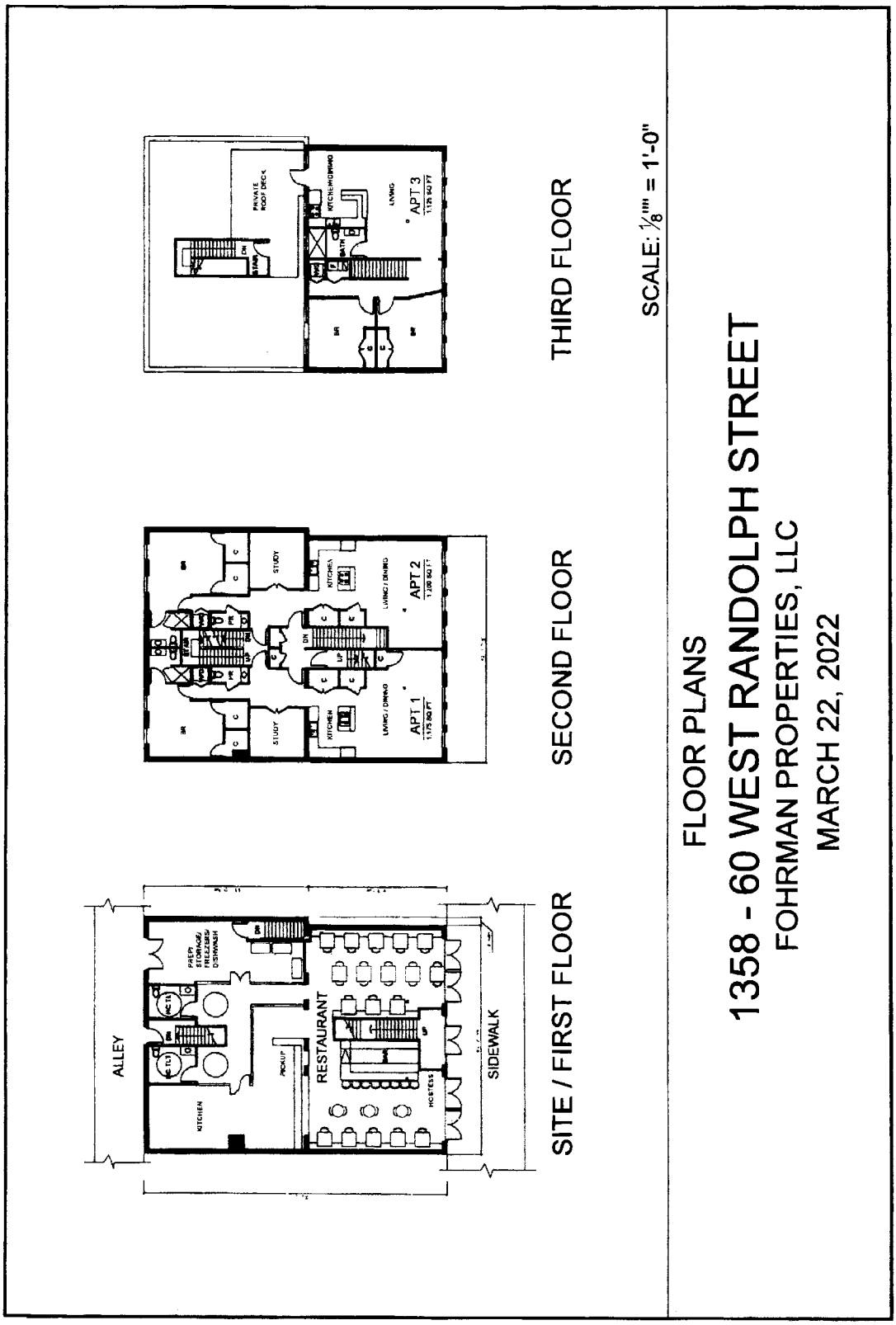
The following are the existing bulk calculations for the applicant property.

FAR	2.28
Building Area	7281 Square Feet
Density (MLA)	1066 Square Feet
Lot Area	3198 Square Feet
Building Height	36 Feet 0 Inches
Front Setback	0 Feet 0 Inches
Rear Setback	0 Feet 0 Inches
North Side Setback	0 Feet 0 Inches
South Side Setback	0 Feet 0 Inches
Parking	0 Parking Stalls

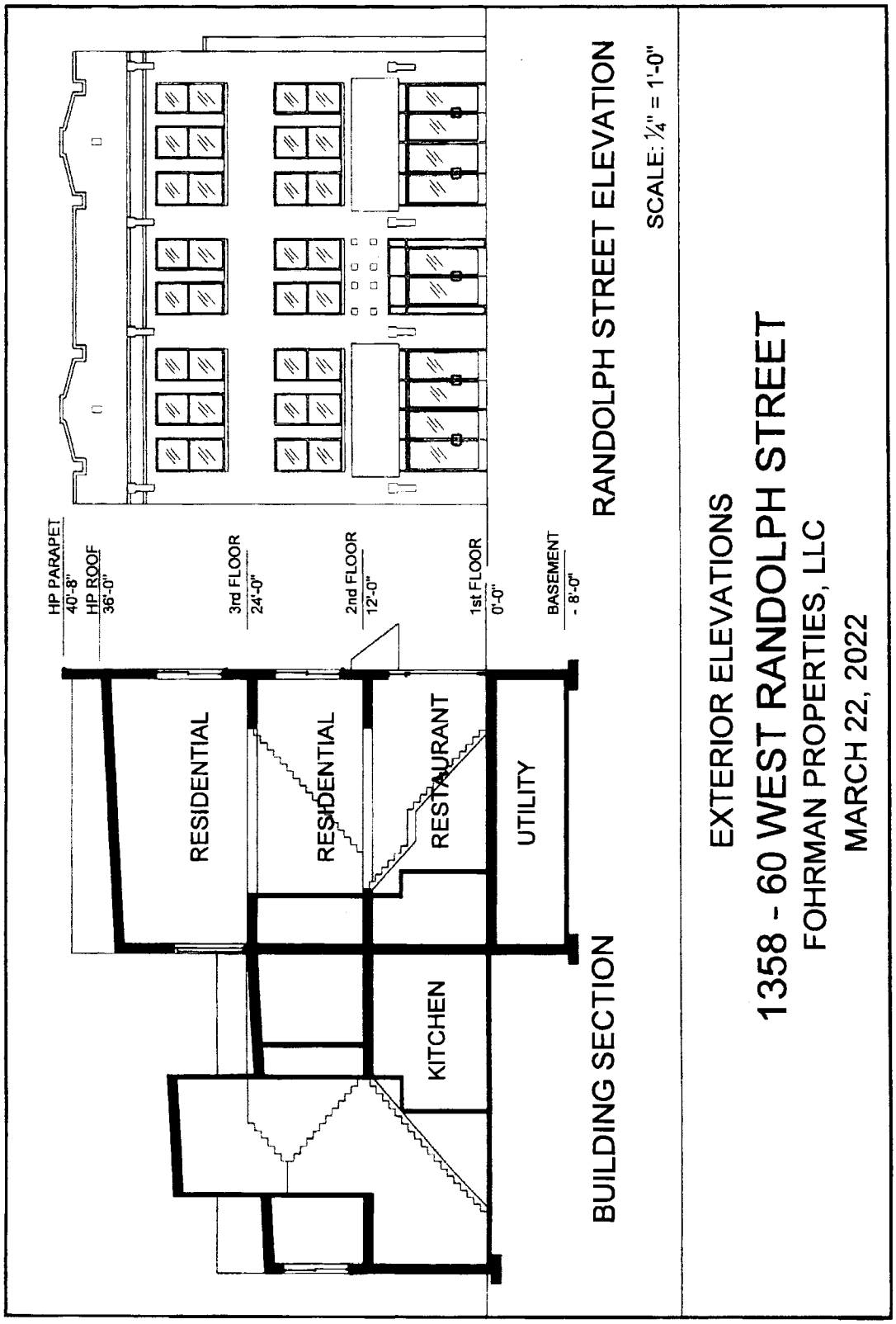
FINAL FOR PUBLICATION



FINAL FOR PUBLICATION



FINAL FOR PUBLICATION



Reclassification Of Area Shown On Map No. 3-H.
(Application No. 21003T1)
(Common Address: 1320 N. Wicker Park Ave.)

[O2022-1041]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 3-H in the area bounded by:

a line 194.4 feet southeast of and parallel to North Wolcott Avenue, as measured along the southwesterly line of North Wicker Park Avenue; North Wicker Park Avenue; a line 219.4 feet southeast of and parallel to North Wolcott Avenue, as measured along the southwesterly line of North Wicker Park Avenue; and the alley next southwest of and parallel to North Wicker Park Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Existing and Proposed Garden Level Plan; Existing and Proposed First, Second and Third Floor Plans; Existing Roof Plan; and Existing and Proposed Building Elevations attached to this ordinance printed on pages 48260 through 48272 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

NARRATIVE AND PLANS
TYPE I Rezoning Attachment
1320 North Wicker Park Avenue

The Project

925 N ASHLAND LLC (the "Applicant") proposes to rezone the subject property, which is improved with a three story residential building with six dwelling units, one illegal basement unit, and no parking to allow the legalization of the basement unit to convert the building from six to seven dwelling units. No additional parking is proposed. The existing height of the building, 44'-5" to the top of the parapet, will remain.

To allow the proposed project, the Applicant seeks a change in zoning classification for the subject property from an C1-2 Neighborhood Commercial District to a B2-3 Neighborhood Mixed-Use District. The Applicant is electing to file this rezoning as a Type 1 rezoning amendment application.

The Site

The subject property contains 3,125 square feet of land and is improved with a three story residential building with six residential dwelling units, one illegal basement unit, and no parking. The overall area is residential in nature and includes multi residential buildings. The Applicant proposes to rezone the property to allow the legalization of the illegal basement unit to convert the building from six to seven dwelling units. No additional parking is proposed. The existing height of the building, 44'-5" to the top of the parapet, will remain.

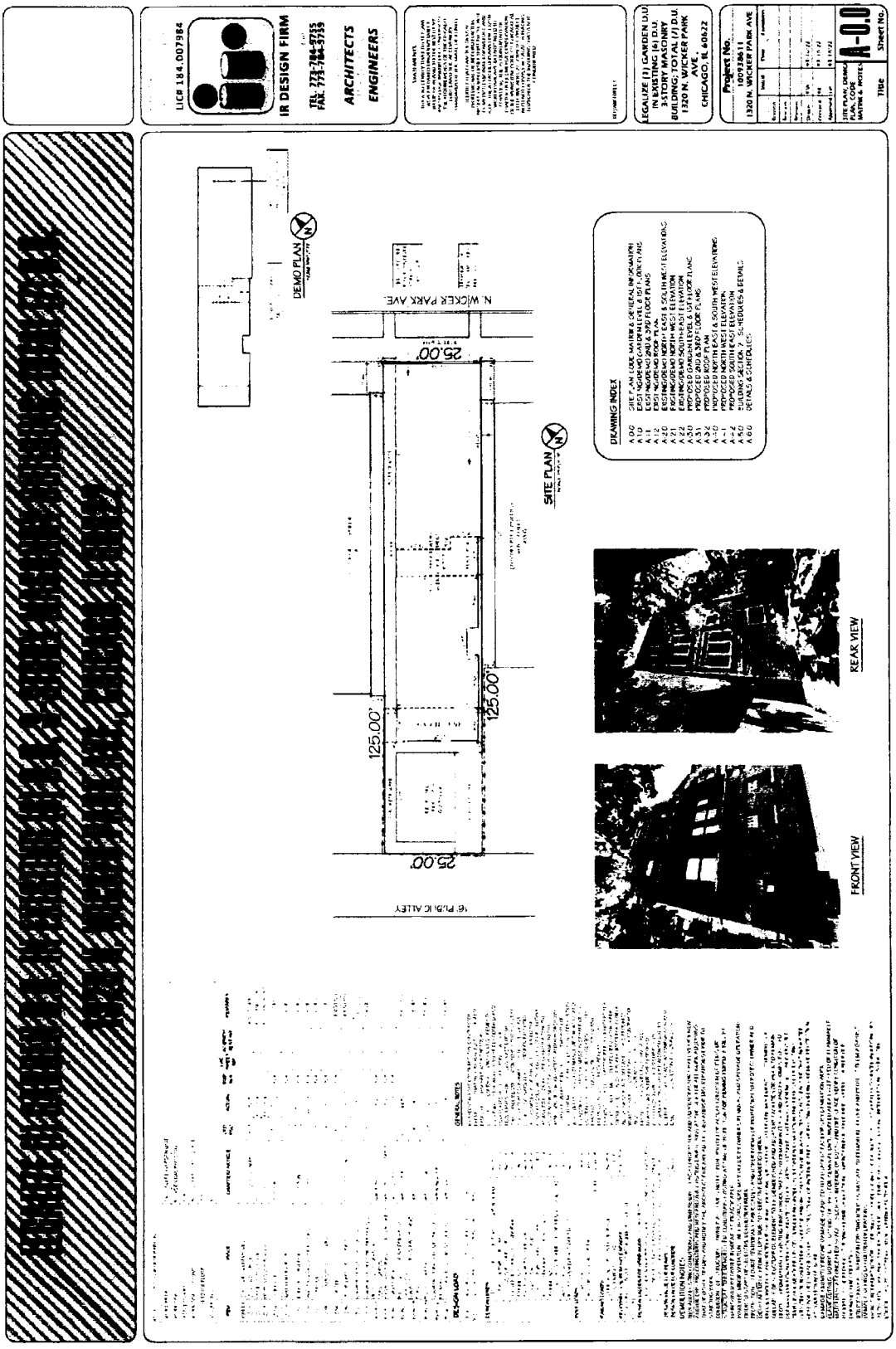
The following are the relevant zoning paremeters for the proposed project:

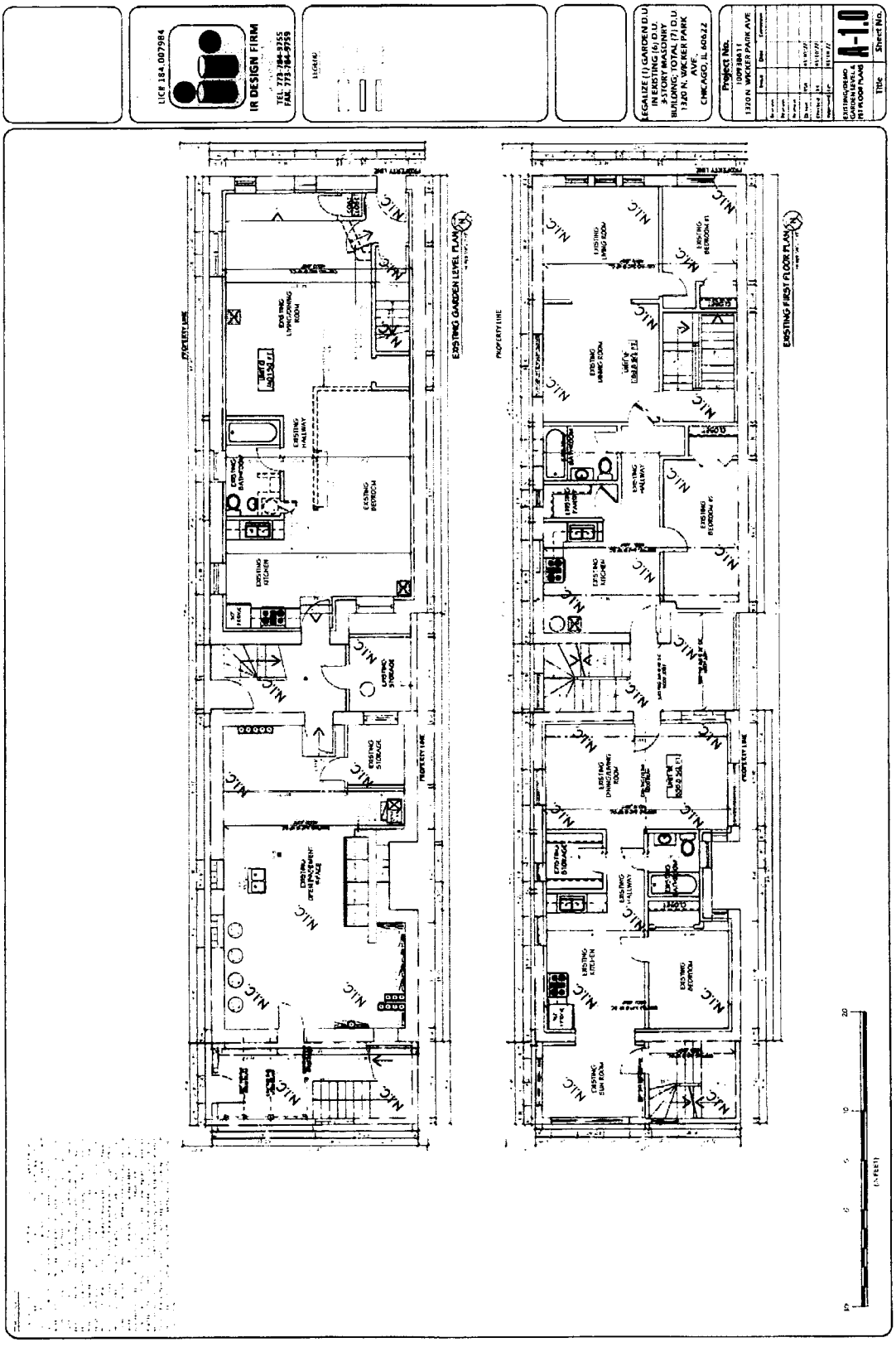
Lot Area:	3,125 square feet
FAR:	2.64
Floor Area:	8,248.4 square feet
Residential Dwelling Units:	7
MLA:	446.4 square feet
Height:	44'-5"
Rear Yard Open Space:	720.3 square feet
Bicycle Parking:	0
Automobile Parking:	0
Setbacks (existing):	

Front (North Wicker Park):	0'
North Side :	3.01'
South Side:	0'
Rear (Alley):	28.77'

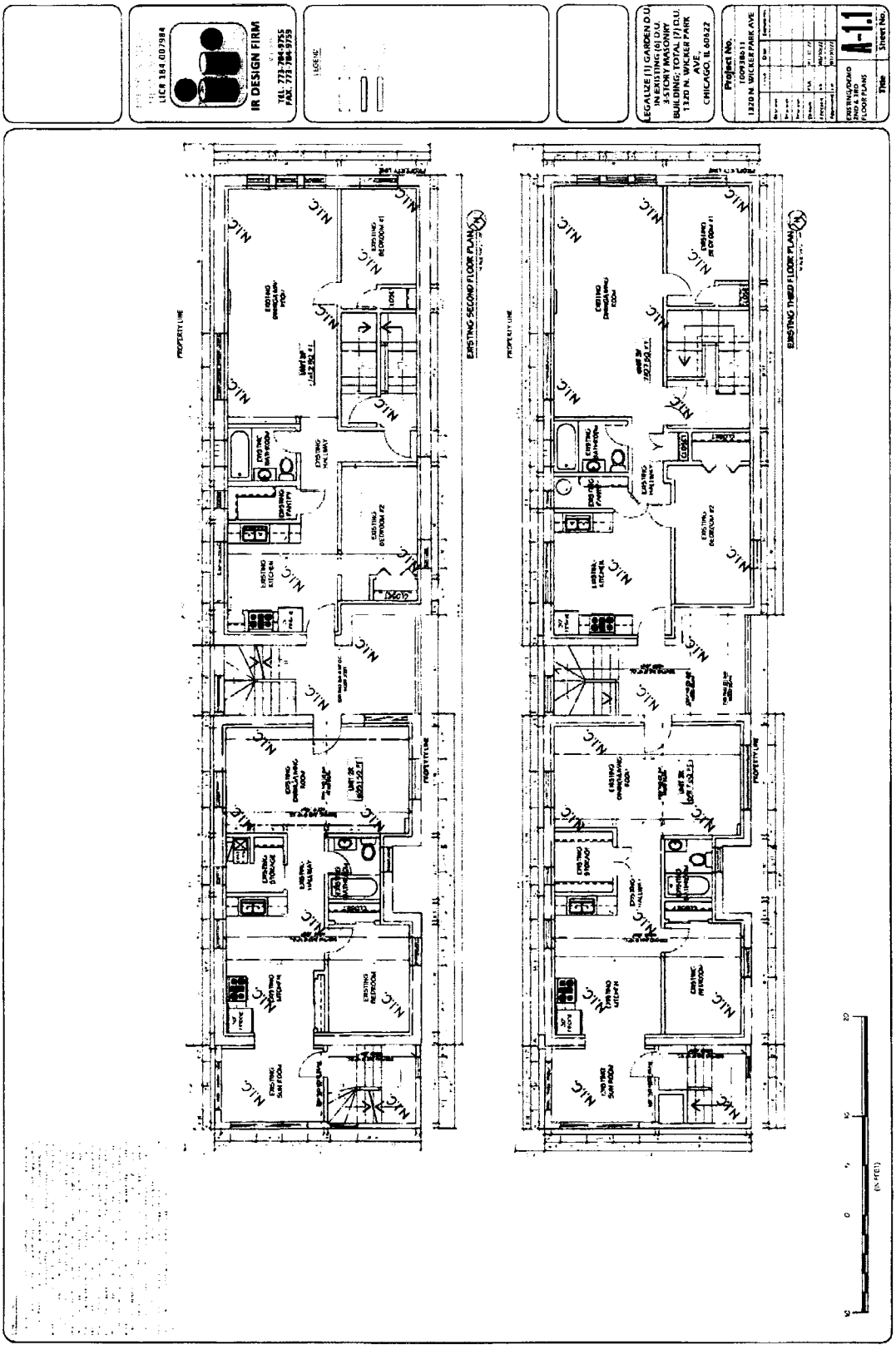
* A set of plans is attached.

FINAL FOR PUBLICATION

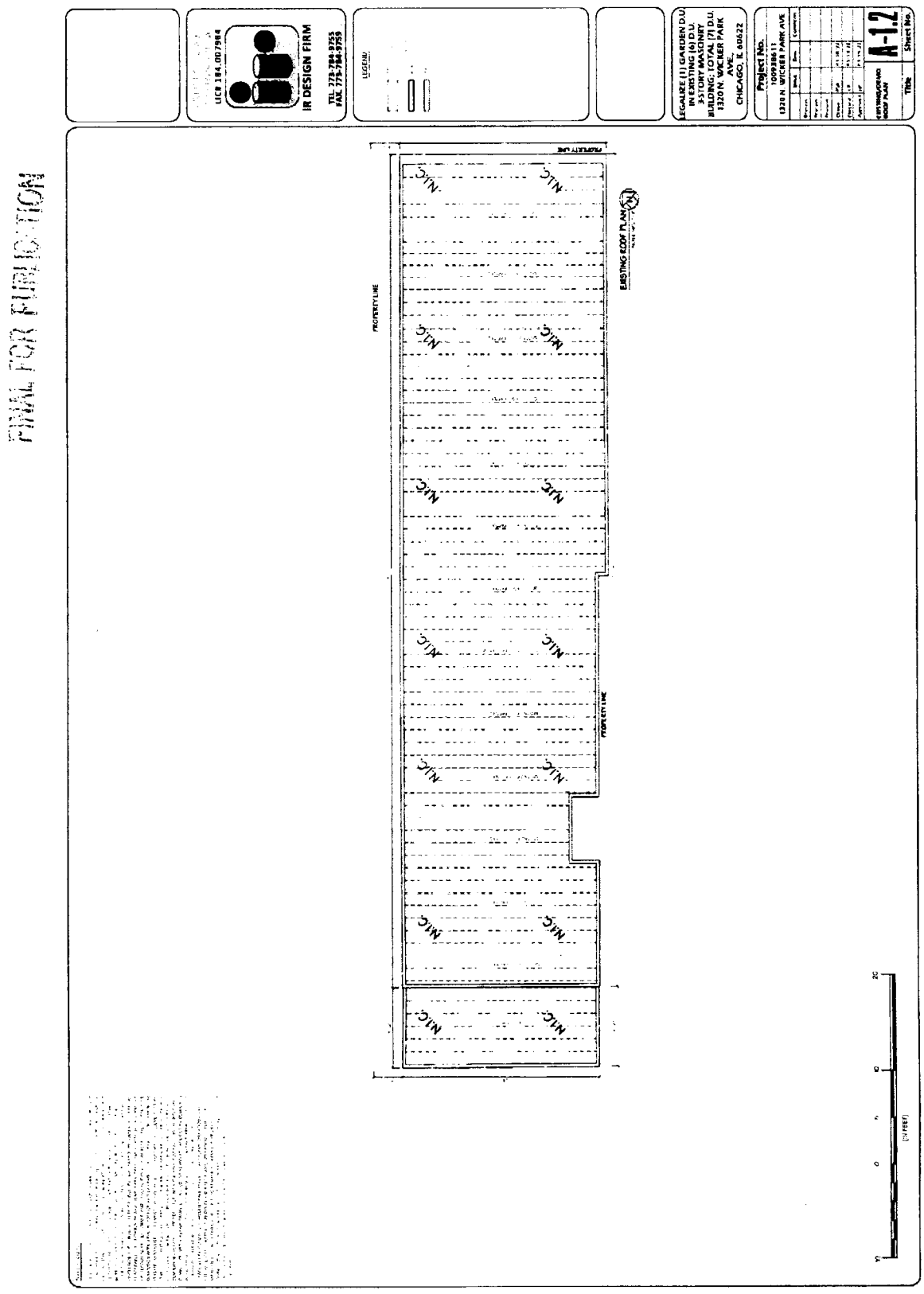


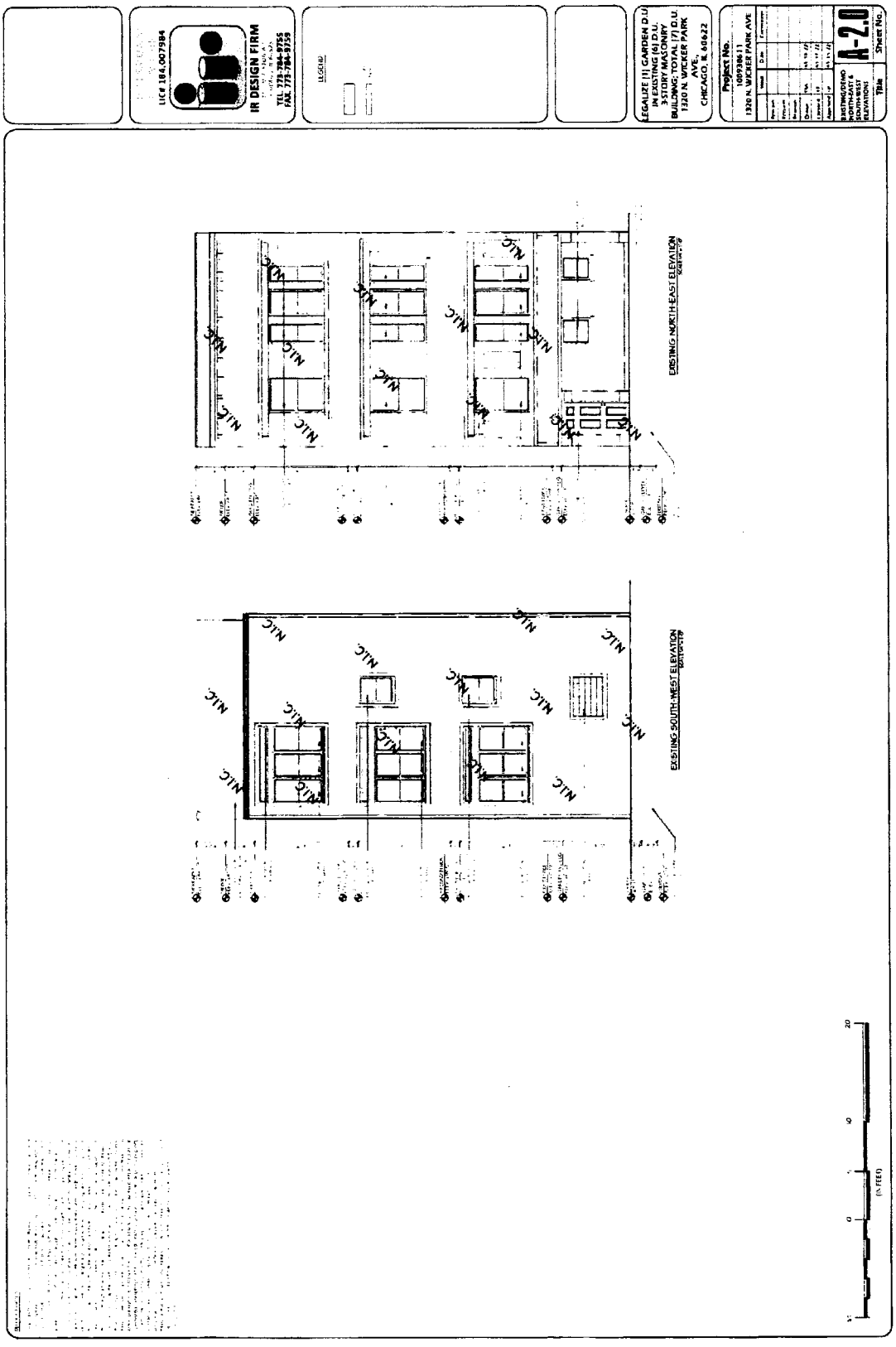


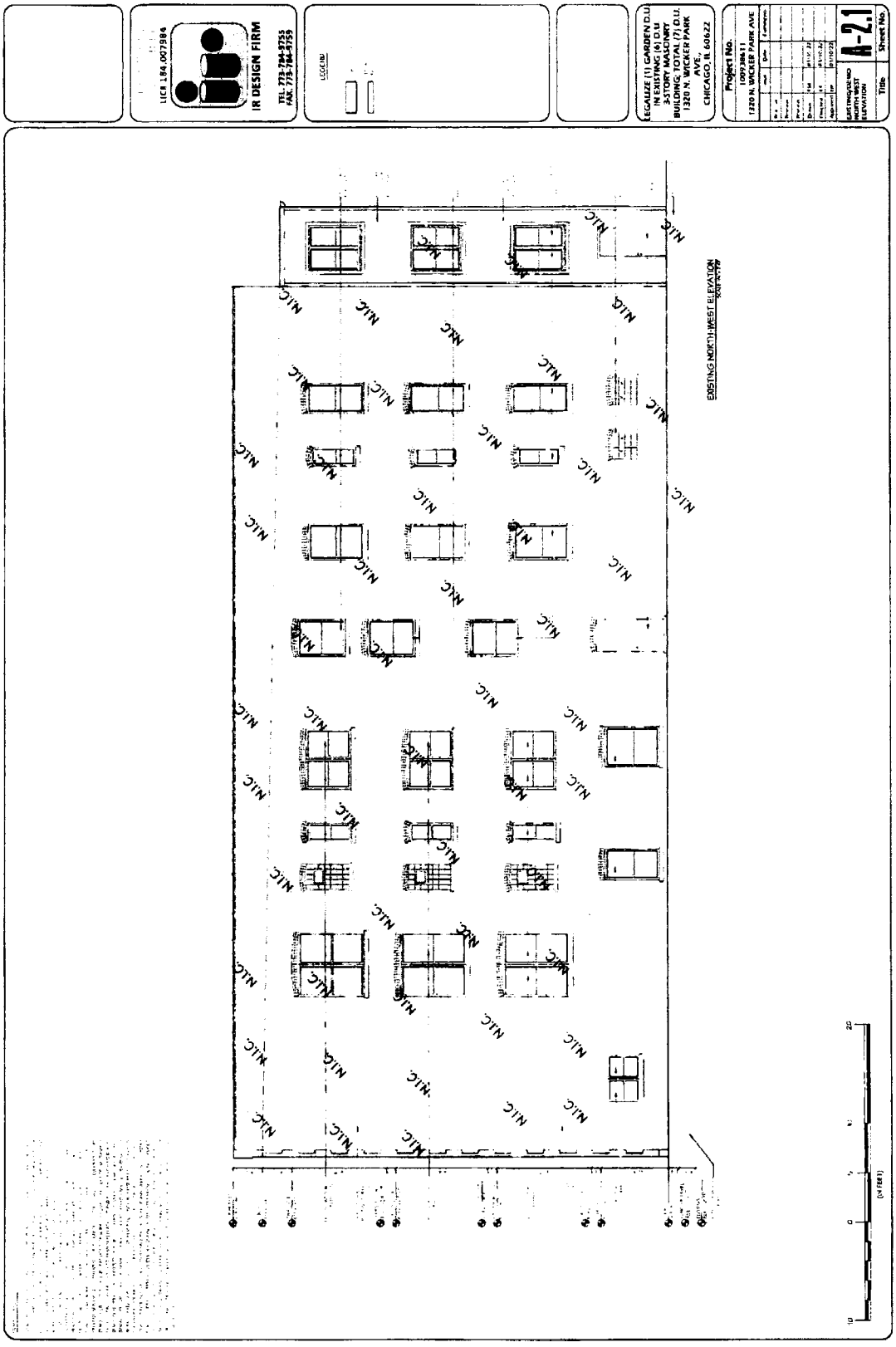
FINAL FOR PUBLICATION

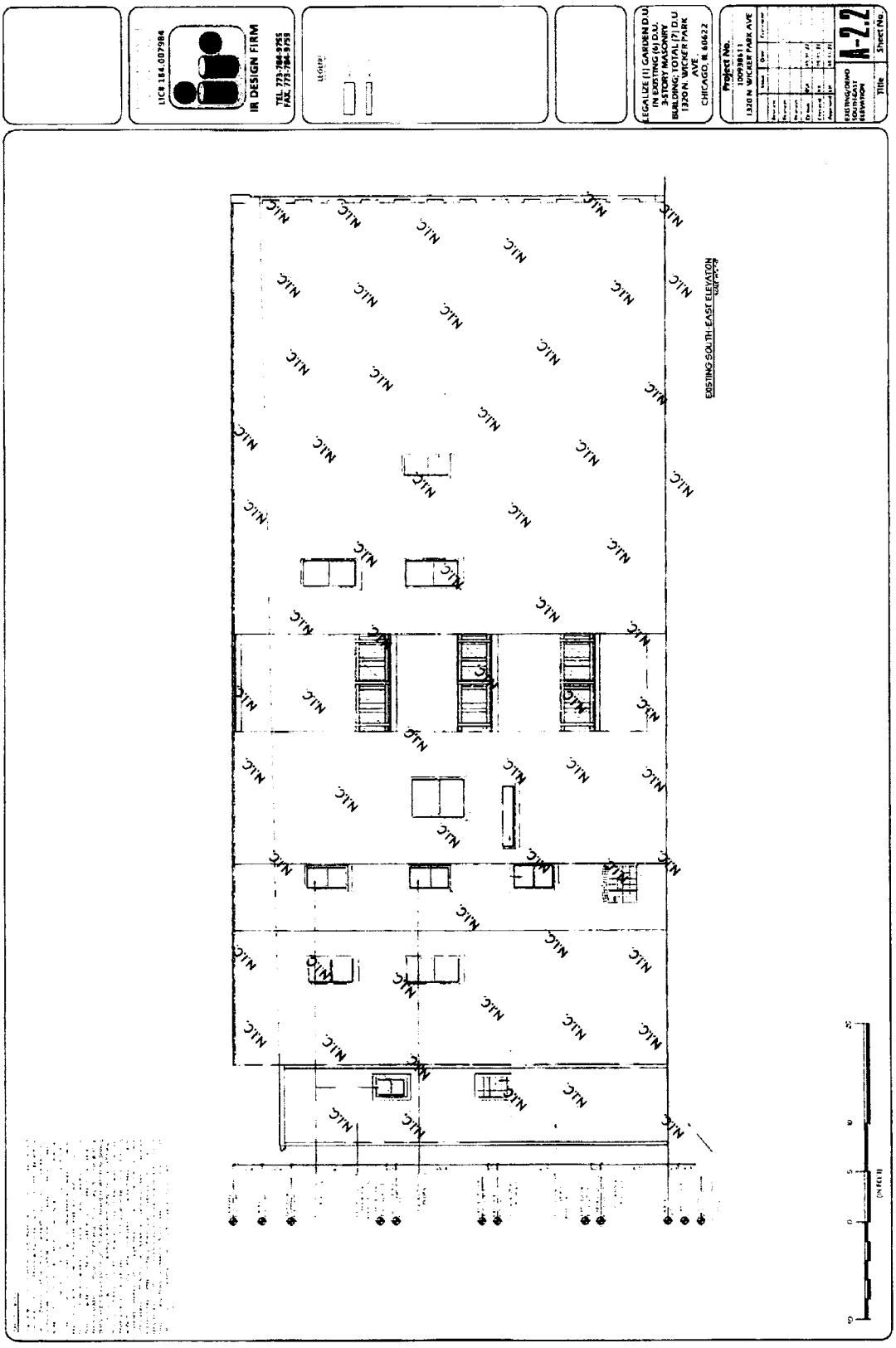


PERMIT FOR PUBLICATION

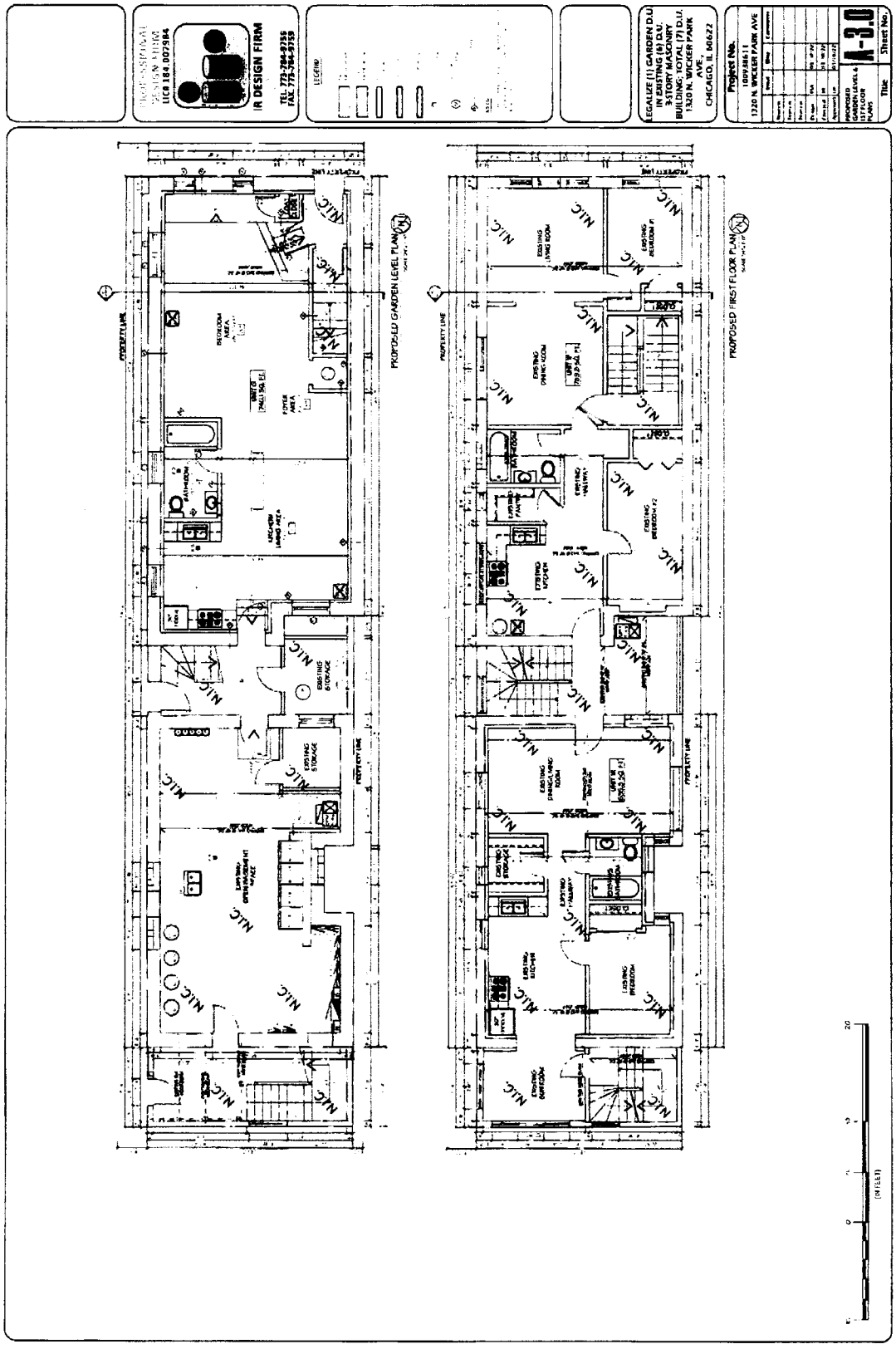

FINAL FOR PUBLICATION
IR DESIGN FIRM
LEGALIZE (1) GARDEN D.U. IN EXISTING (6) D.U. 3-STORY MASONRY BUILDING; TOTAL (7) D.U.
1320 N. WICKER PARK AVE.
CHICAGO, IL 60622
Project No.
1009386.11
1320 N. WICKER PARK AVE
A-1.2
EXISTING ROOF PLAN
PROPERTY LINE
N.I.C.


FINAL FOR PUBLICATION
LIC# 184.007984
IR DESIGN FIRM
TEL 773-784-8755
FAX 773-784-8759
LEGEND
LEGALIZE (1) GARDEN D.U. IN EXISTING (6) D.U. 3 STORY MASONRY BUILDING; TOTAL (7) D.U.
1320 N. WICKER PARK AVE, CHICAGO, IL 60622
Project No.
1009386.11
1320 N. WICKER PARK AVE
A-2.0
EXISTING NORTH-EAST ELEVATION
EXISTING SOUTH-WEST ELEVATION

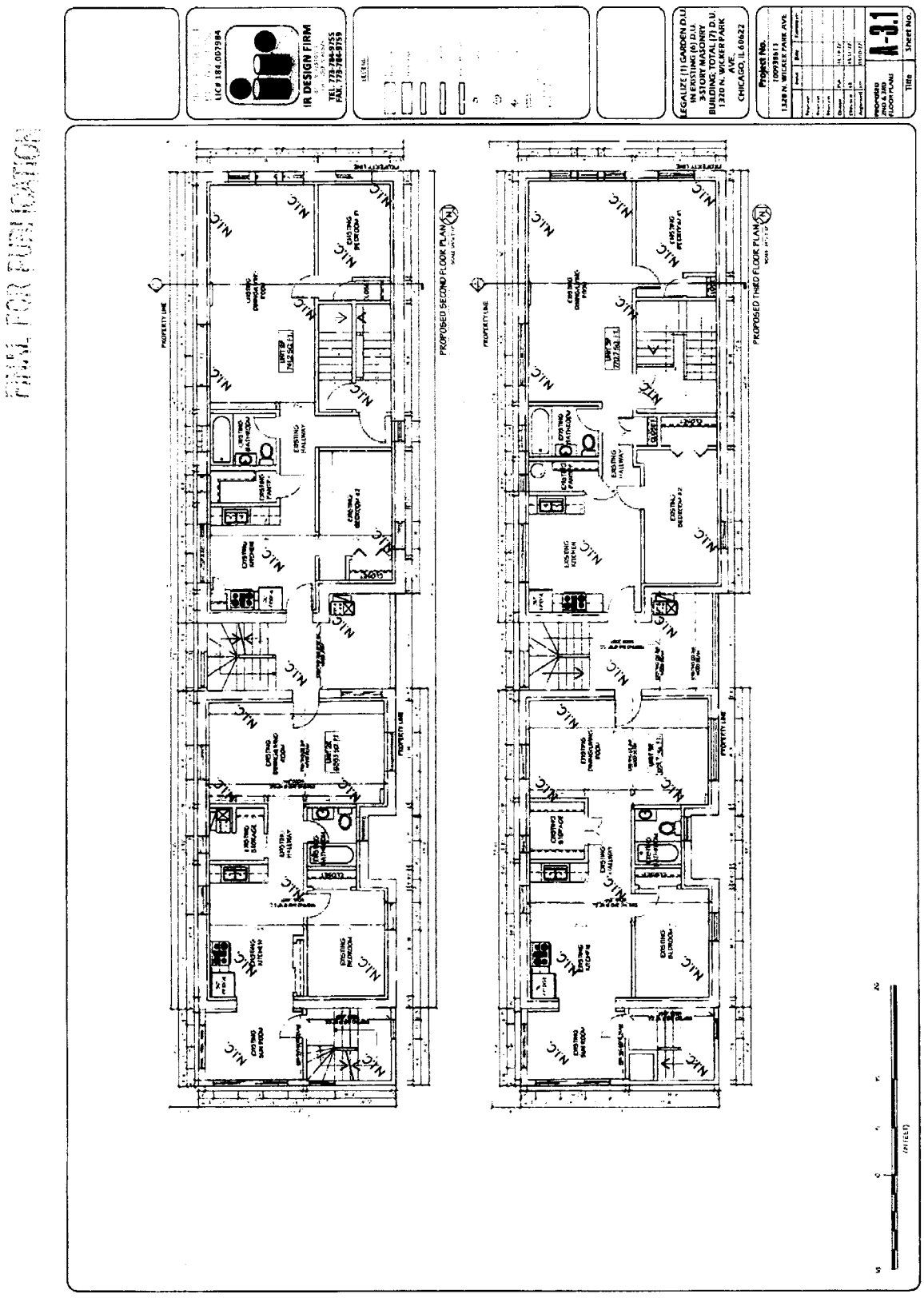

IR DESIGN FIRM
LEGEND
(LEGALIZE (1) GARDEN D.U. IN EXISTING (6) D.U. 3-STORY MASONRY BUILDING, TOTAL (7) D.U. 1320 N. WICKER PARK AVE. CHICAGO, IL 60622
Project No.
1320 N. WICKER PARK AVE
EXISTING NORTH-WEST ELEVATION
A-2.1
Sheet No.
EXISTING NORTH-WEST ELEVATION
FINAL FOR PUBLICATION



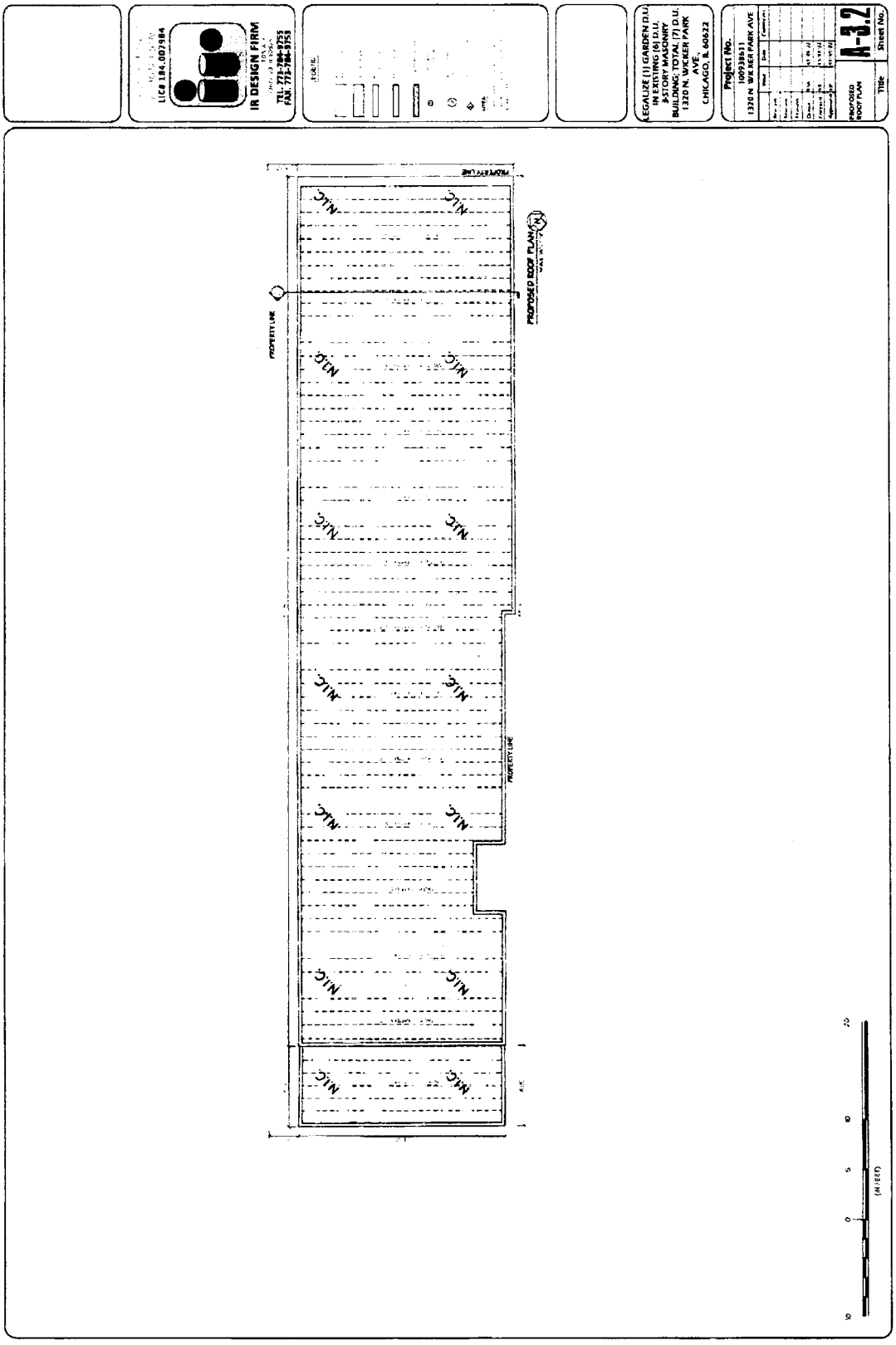
FINAL FOR PUBLICATION



FINAL FOR PUBLICATION


IR DESIGN FIRM
LEGAL(E) (1) GARDEN D.U.
IN EXISTING (6) D.U.
TO BE MAINTAINED
BUILDING TOTAL (7) D.U.
1320 N. WICKER PARK AVE.
CHICAGO, IL 60622
A-3.1
PROPOSED SECOND FLOOR PLAN
PROPOSED THIRD FLOOR PLAN

FINAL FOR PUBLICATION



FINAL FOR PUBLICATION

IR DESIGN FIRM
TEL 773-784-7755
FAX 773-784-9755

LEGALIZE (1) GARDEN D.U IN EXISTING (6) D.U 3-STORY MASONRY BUILDING. TOTAL (7) D.U. 1320 N. WICKER PARK AVE.
CHICAGO, IL 60622

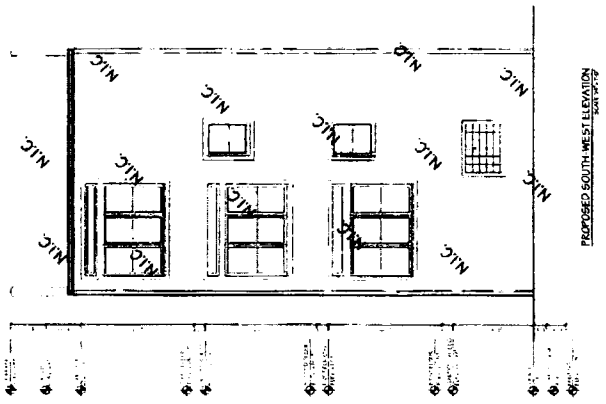
Project No.
1320 N. WICKER PARK AVE

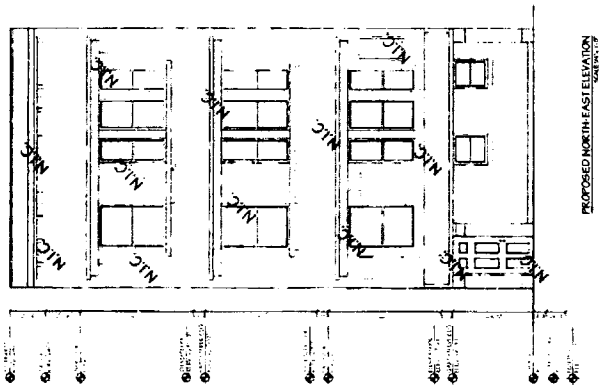
PROPOSED NORTH-EAST & SOUTH-WEST ELEVATIONS

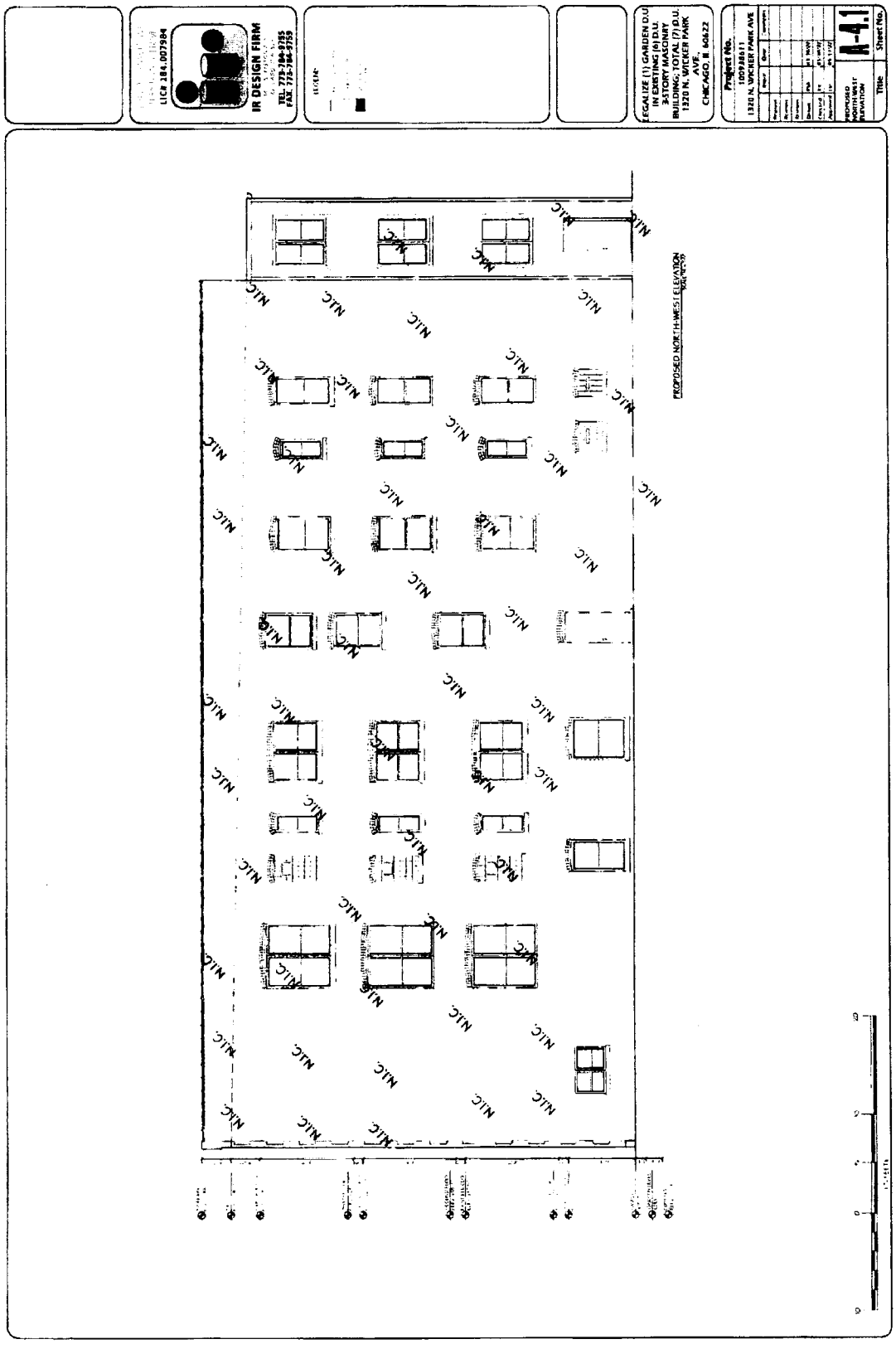
A-4.0

Title

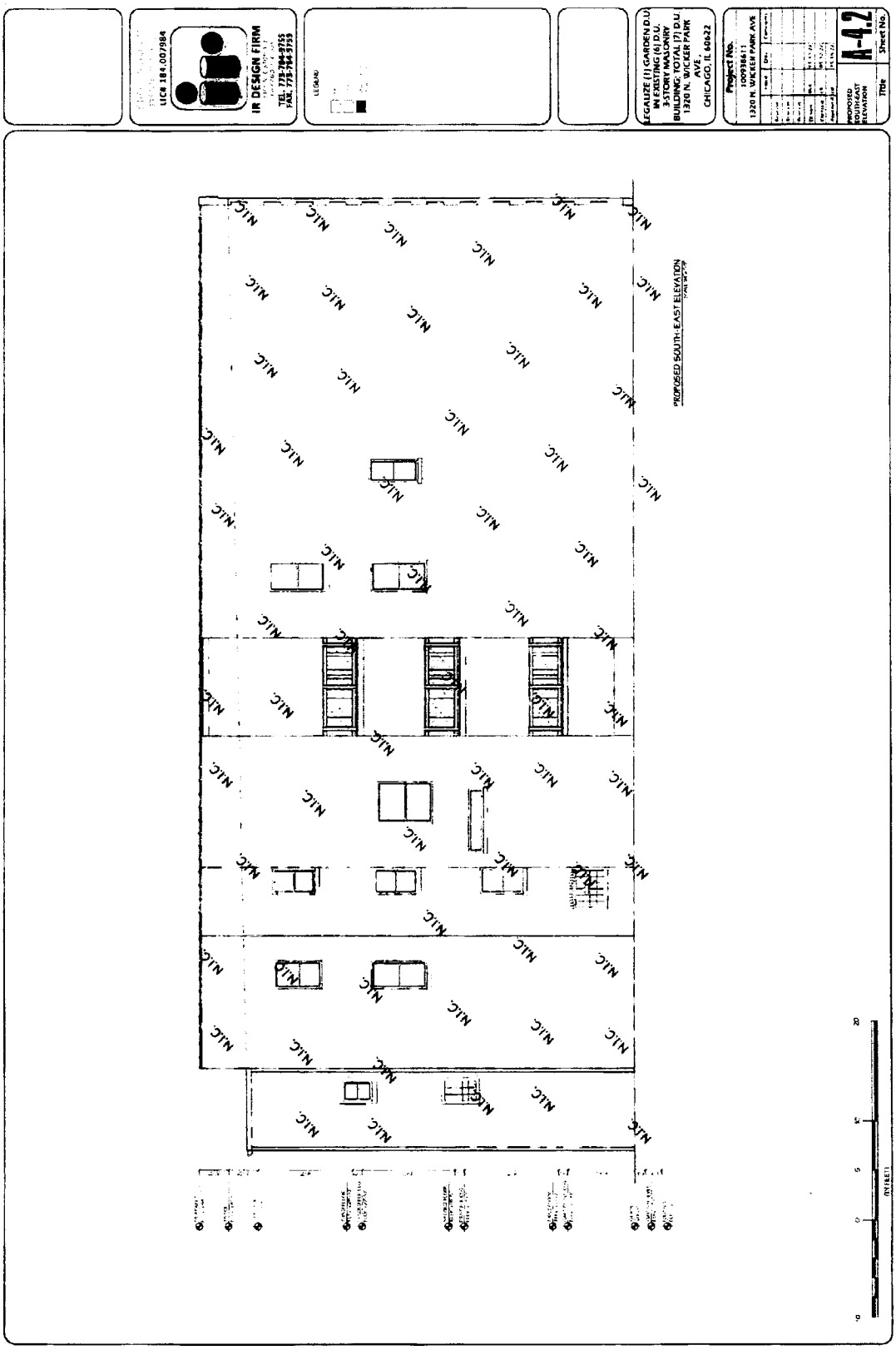
Sheet No.






FINAL FOR PUBLICATION
IR DESIGN FIRM
LIC# 184.007984
TEL: 773-784-9755
FAX: 773-784-9759
LEGALIZE (1) GARDEN D.U. IN EXISTING (4) D.U. 3-STORY MASONRY BUILDING; TOTAL (7) D.U.
1320 N. WICKER PARK AVE.
CHICAGO, IL 60622
Project No.
1509.08.11
1320 N. WICKER PARK AVE
A-4.1
PROPOSED NORTH-WEST ELEVATION
3'-1"

FINAL FOR PUBLICATION



Reclassification Of Area Shown On Map No. 4-H.
(Application No. 20818T1)
(Common Address: 2018 W. 21st Pl.)

[O2021-3960]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 4-H in the area bounded by:

the public alley next north of and parallel to West 21st Place; a line 175.0 feet west of and parallel to South Damen Avenue; West 21st Place; and a line 200.0 feet west of and parallel to South Damen Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Proposed Basement, First and Second Floor Plans; Proposed Attic Plan; Proposed and Existing North, South, East and West Building Elevations; Proposed Building Section; Proposed Front Building Section; and Existing/Demolition Basement, First and Second Floor Plans attached to this ordinance printed on pages 48275 through 48281 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

NARRATIVE AND PLANS
2018 West 21st Place
TYPE I REGULATIONS

Narrative: The subject property is improved with a two and a half story residential building with six residential units and no parking. The subject property is located in a Transit Served Location to the CTA Damen Pink Line station. The Applicant proposes to rezone the property from a RT-4 Residential Two-Flat, Townhouse and Multi-Unit District to a B2-3 Neighborhood Mixed-Use District to allow the addition of three residential dwelling units for a total of nine residential units on the property within the existing building. There will be no parking. The existing height of the building, which is approximately 22'-5", will remain the same. The Applicant seeks relief to reduce any additional required parking through this Type 1 Application pursuant to the Transit Served Location sections of the Chicago Zoning Ordinance.

Lot Area:	3,165 square feet
FAR:	1.72
Floor Area:	5,438 square feet
Residential Dwelling Units:	9
MLA:	351.6 square feet
Height:	22'-5"
Automobile Parking:	0*

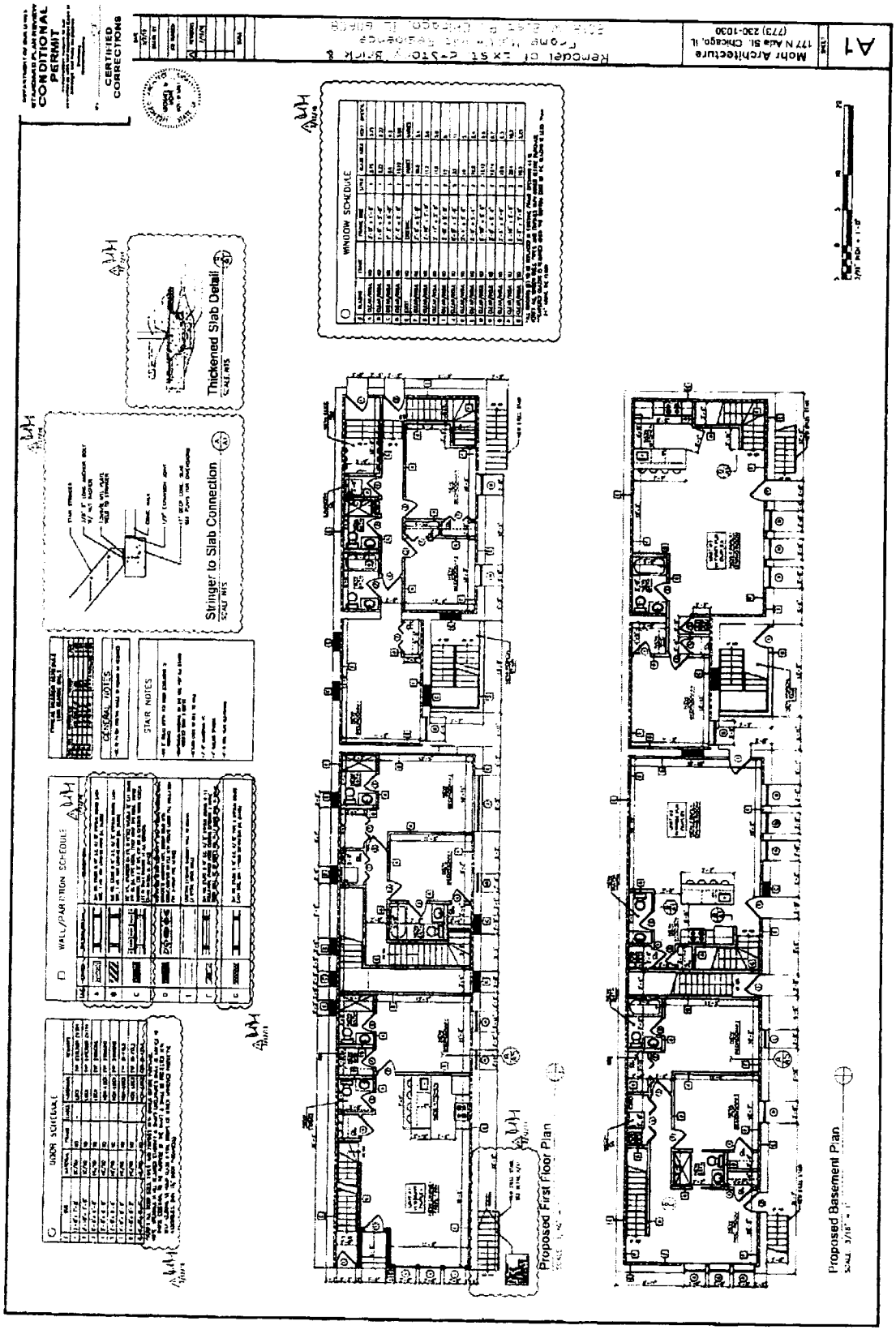
Setbacks (existing):

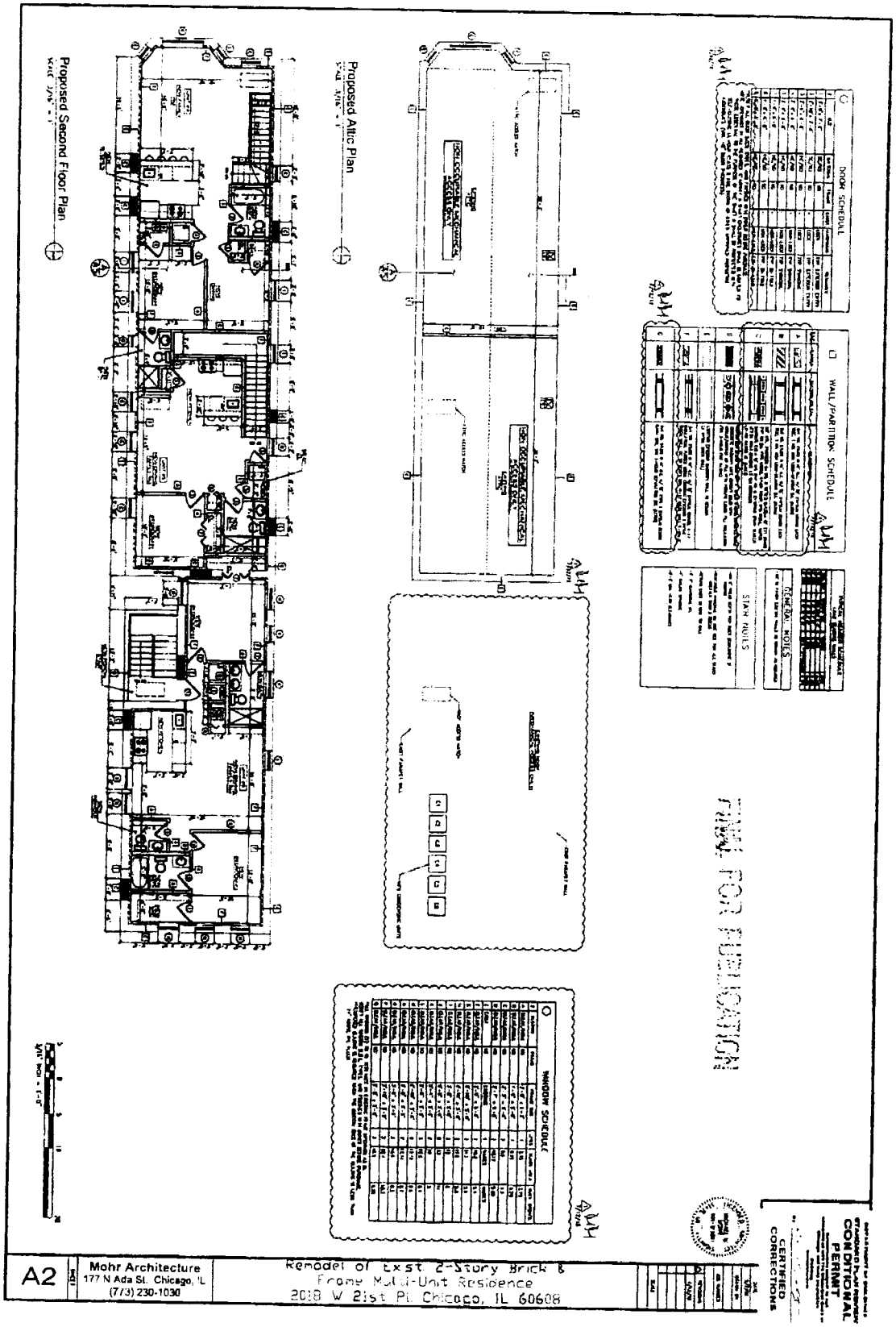
Front (West 21st Place):	0.0 feet
East Side:	2.95 feet
West Side:	0.0 feet
Rear (alley):	0.0 feet

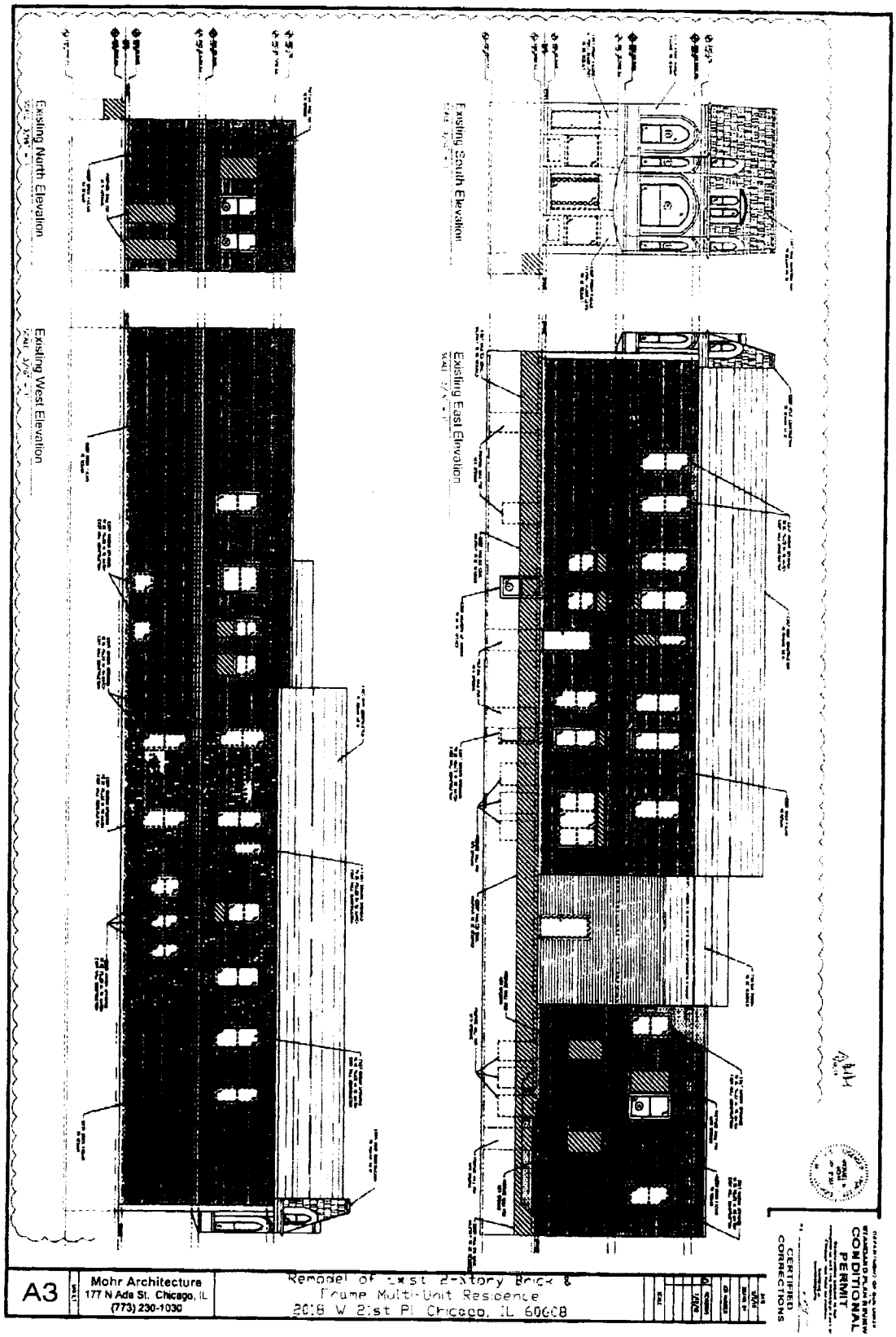
A set of plans is attached.

* The property is located approximately 410.0 feet southwest from the CTA Damen Pink Line Station entrance.

FINAL FOR PUBLICATION
REMODEL OF EXIST 2-STORY BRICK & FRAME MULTI-UNIT RES
2018 W. 21ST PLACE CHICAGO, IL 60608
General Notes
2018 ELECTRICAL CODE
Scope of Work
Chicago Energy Conservation
Chicago Building Code and Zoning Ordinance Matrix
Sheet Information
Site Plan
W. 21ST PLACE
16' PUBLIC ALLEY
TWO STORY BRICK & FRAME BUILDING #2018
126.60'
25.00'
21.9'
21.7'
75.6'
32.2'
CONDITIONAL PERMIT
CERTIFIED CORRECTIONS
Mohr Architecture
177 N Ada St. Chicago, IL
(773) 230-1030

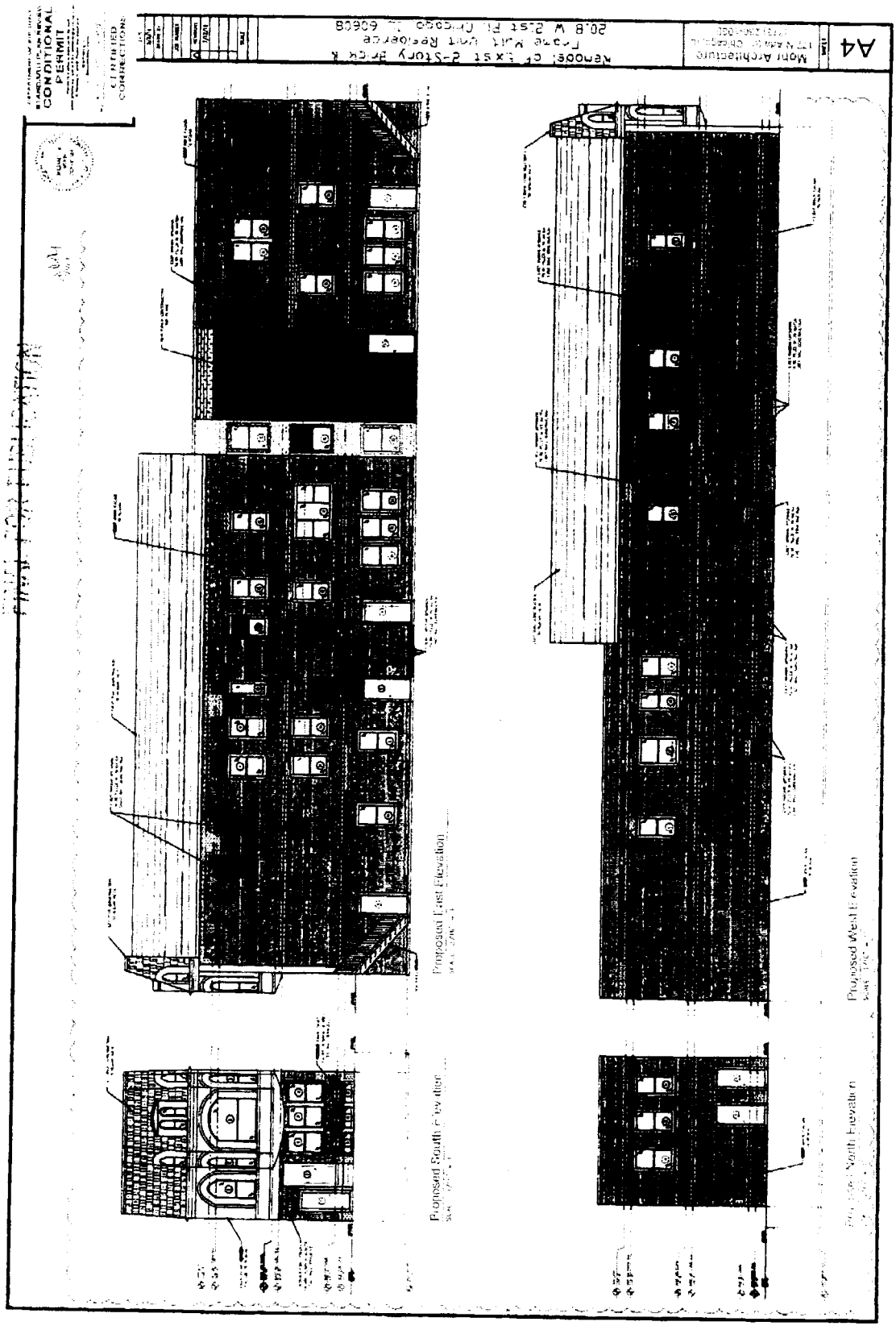

A1
Mohr Architecture
177 N Ada St. Chicago, IL
(773) 230-1030
CONDITIONAL PERMIT
CERTIFIED CORRECTIONS
WINDOW SCHEDULE
Thickened Slab Detail
Stringer to Slab Connection
WALL/PARTITION SCHEDULE
DOOR SCHEDULE
GENERAL NOTES
STAIR NOTES
Proposed First Floor Plan
Proposed Basement Plan


Proposed Second Floor Plan
Proposed Attic Plan
DOOR SCHEDULE
WALL/PARTITION SCHEDULE
SIGN NOTES
WINDOW SCHEDULE
CONDITIONAL PERMIT
CORRECTIONS
A2
Mohr Architecture
177 N Ada St. Chicago, IL
(773) 230-1030
Remodel of Exst 2-Story Brick & Frame Multi-Unit Residence
2018 W 21st Pl Chicago, IL 60608

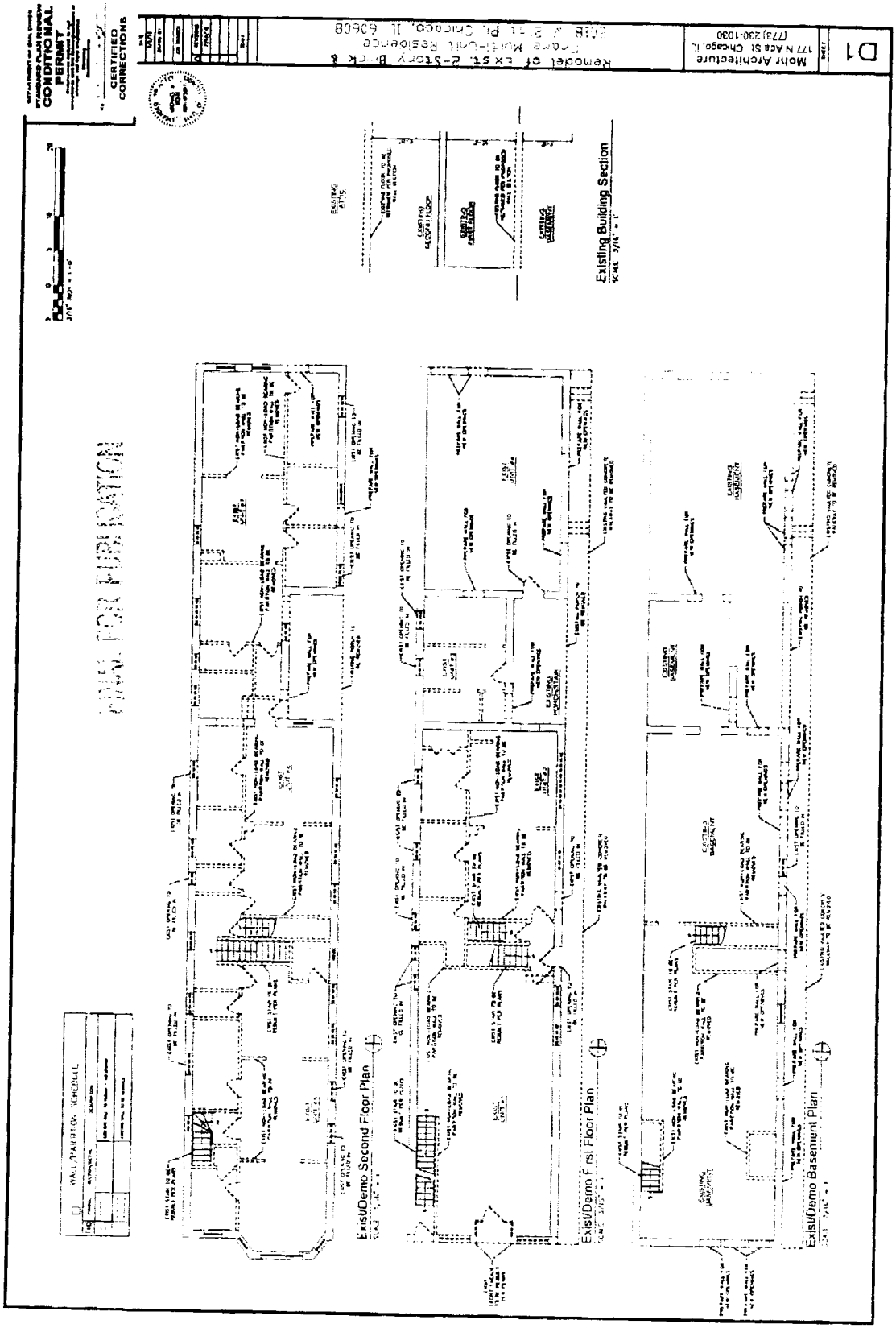


PLANS FOR PERMIT

33
5/12


CONDITIONAL PERMIT
CERTIFIED CORRECTIONS
Remodel of 1 Ext 2-Story Brick
Frame Mult Unit Residence
208 W 21st Pl Chicago IL 60608
A4
Proposed East Elevation
Proposed West Elevation
Proposed South Elevation
Proposed North Elevation

A5
Proposed Front Building Section
Proposed Building Section
CONDITIONAL PERMIT
CERTIFIED CORRECTIONS


D1
Existing Building Section
Exist/Demo Second Floor Plan
Exist/Demo First Floor Plan
Exist/Demo Basement Plan
CERTIFIED CORRECTIONS
CONDITIONAL PERMIT

Reclassification Of Area Shown On Map No. 5-I .
(As Amended)
(Application No. 21007T1)
(Common Address: 2309 N. Maplewood Ave.)

[SO2022-1045]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 5-I in the area bounded by:

a line 110 feet north of and parallel to West Belden Avenue; the alley next east of and parallel to North Maplewood Avenue; a line 83 feet north of and parallel to West Belden Avenue; and North Maplewood Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Architectural Site Plan; Floor Plans; Building Elevations; and Building Sections and Typical Wall Sections attached to this ordinance printed on pages 48284 through 48289 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

Substitute Narrative and Plans
For a Type-1 Zoning Map Amendment
At 2309 N Maplewood Avenue
From RS-3 to RT-4

Type 1 Narrative

A) **Project Description:** This project proposes to rezone the property located at 2309 N Maplewood Avenue, Chicago, IL 60647 from RS-3 Residential Single-Unit (Detached House) District to RT-4 Residential Two-Flat, Townhouse and Multi-Unit District. This rezoning is required to facilitate the second floor renovation of an existing owner-occupied single family home. As requested by the Greater Goethe Neighborhood Association (GGNA), this project is being submitted as Type-1 rezoning.

Proposed Land Use: Residential (Single Family)

B) **Floor Area Ratio:** 1.09

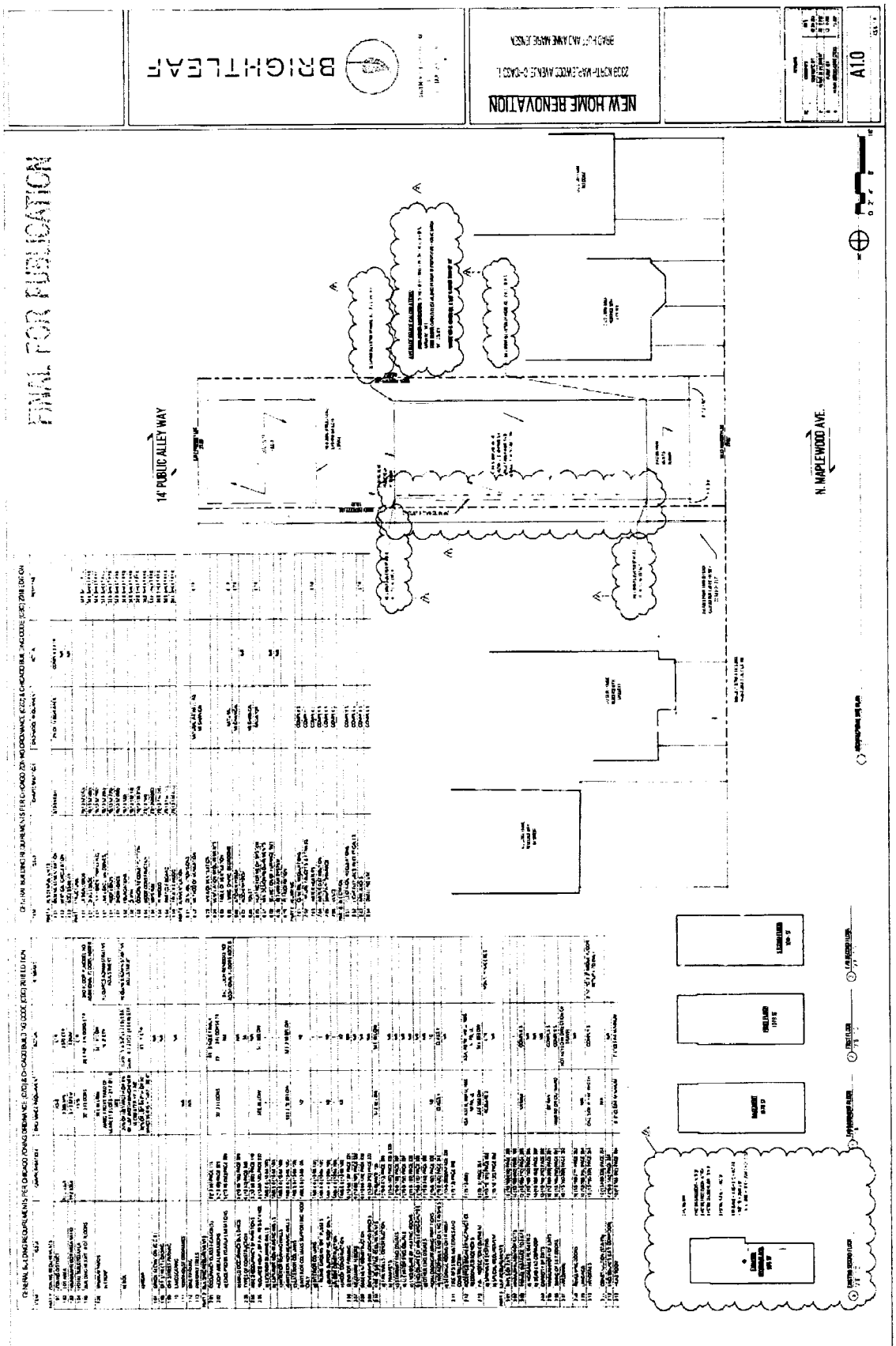
C) **Density (lot area per dwelling):** 2,970 sf / 1 unit

D) **Off-Street Parking:** 2 within detached garage

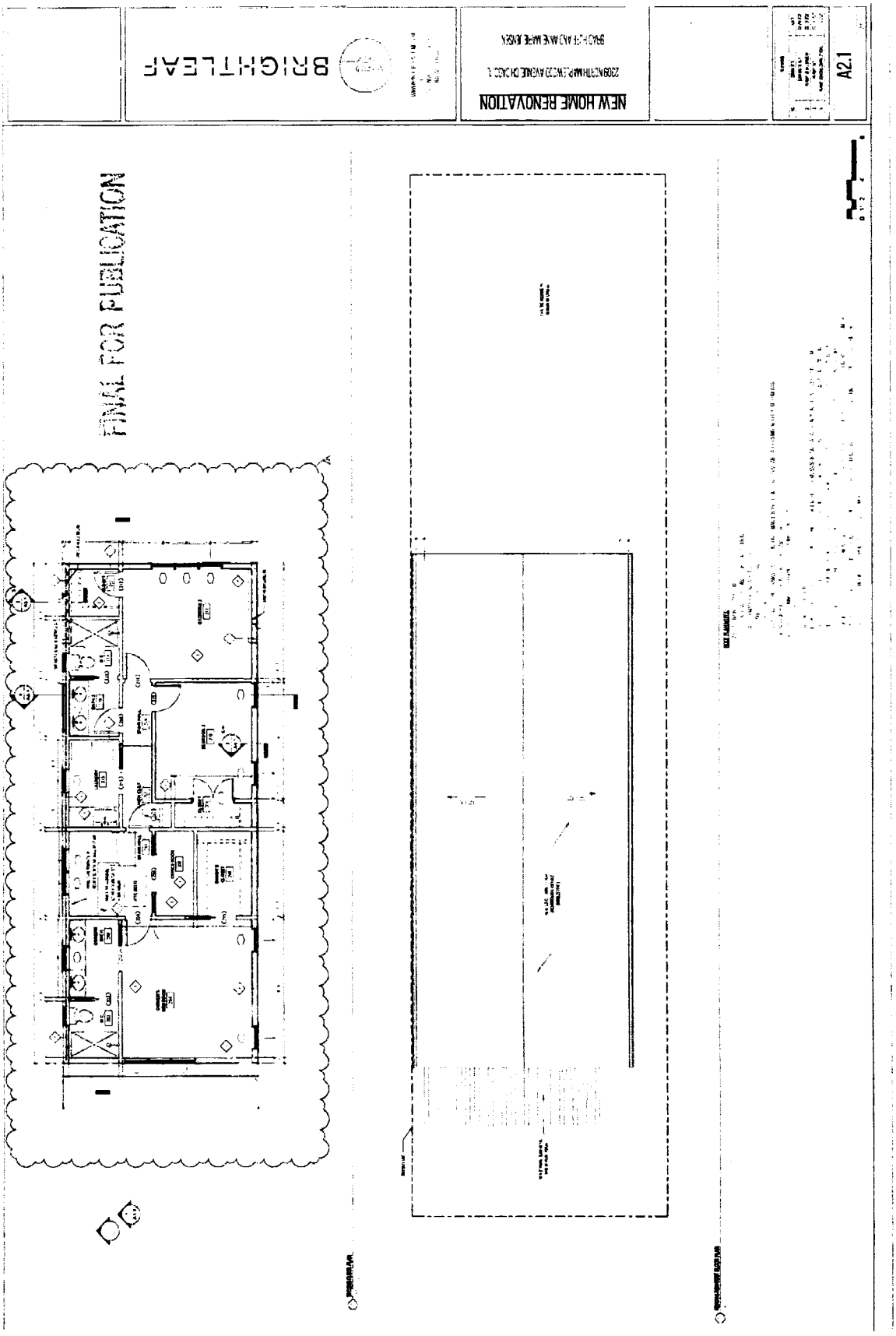
E) **Setbacks:**

- Front yard setback: 16.19 feet excluding the existing front covered porch, 10.19 feet including the front covered porch
- Side yard setback (north): 1.73 feet (1' 8 3/4")
- Side yard setback (south): 4.64 feet (4' 7 21/32")
- Rear yard setback: 41 feet

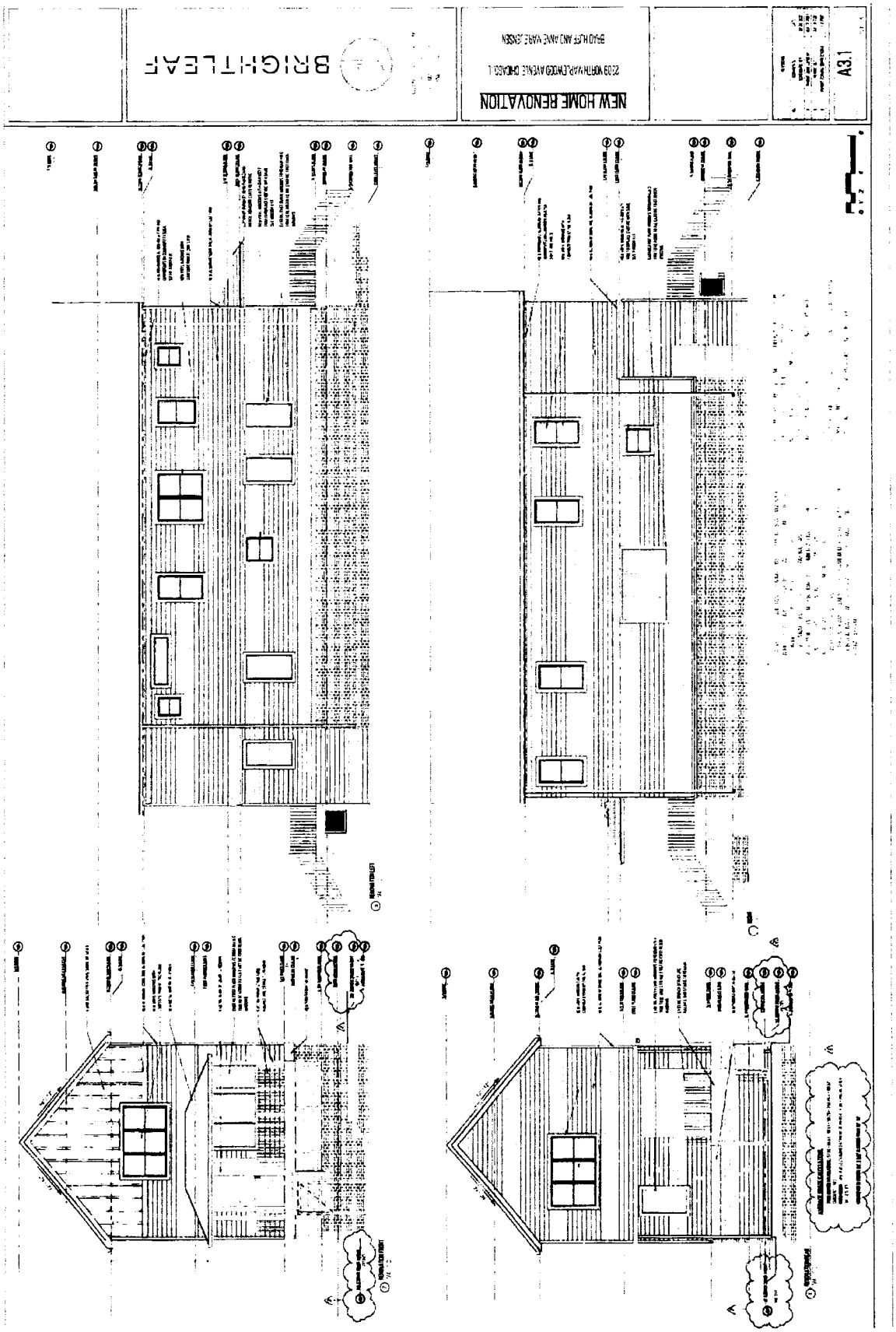
F) **Building Height:** 28.75 feet (mean height)


FINAL FOR PUBLICATION
NEW HOME RENOVATION
2038 NORTH MAPLEWOOD AVENUE, CHICAGO, IL
BRIGHTLEAF
A1.0
14' PUBLIC ALLEY WAY
N. MAPLEWOOD AVE.

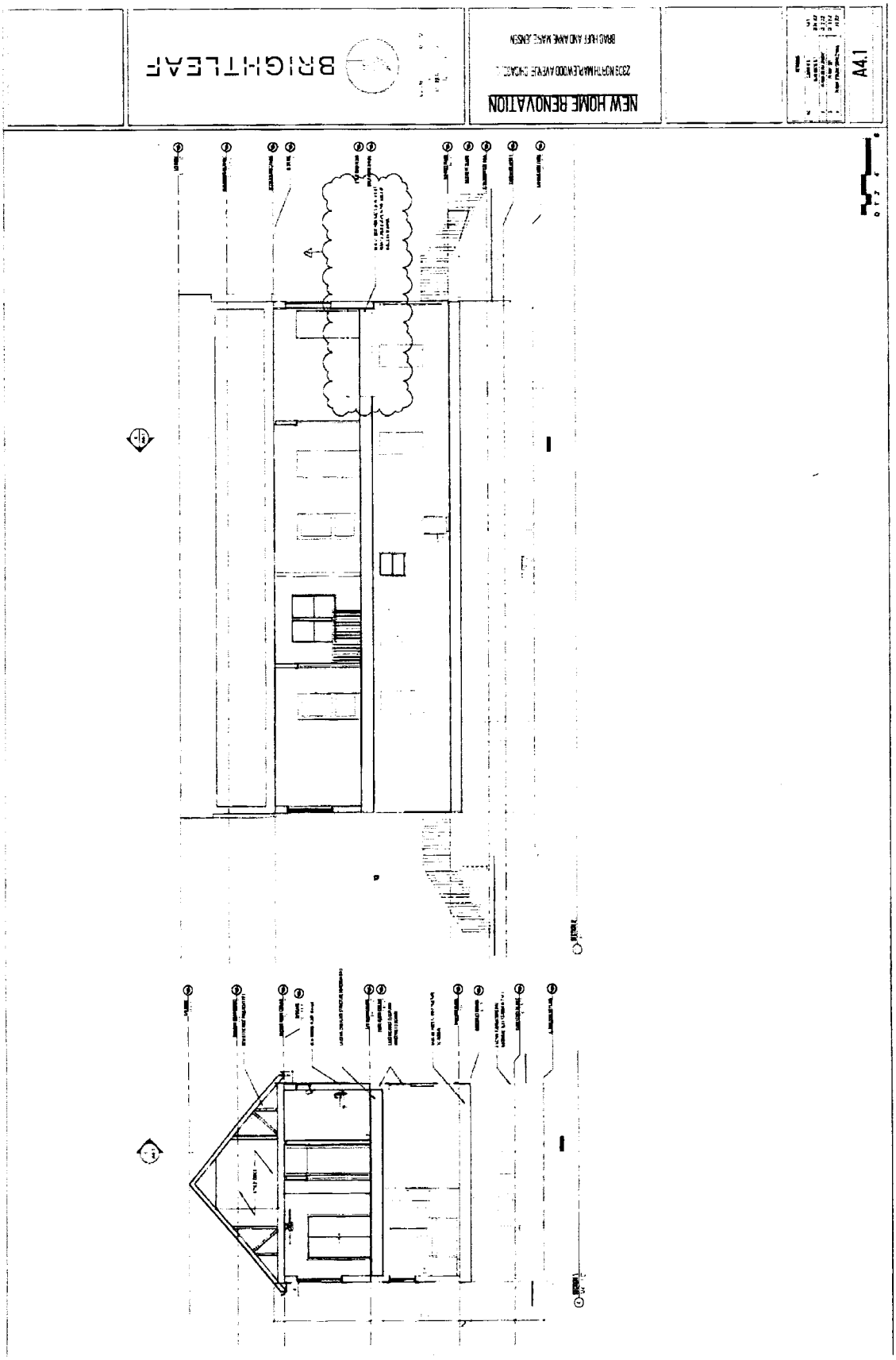
FINAL FOR PUBLICATION
NEW HOME RENOVATION
2203 NORTH WAKEWOOD AVENUE CHICAGO, IL
3940 HUFF AND ANNE MARIE JENSEN
BRIGHTLEAF
A2.0
FINAL FOR PUBLICATION

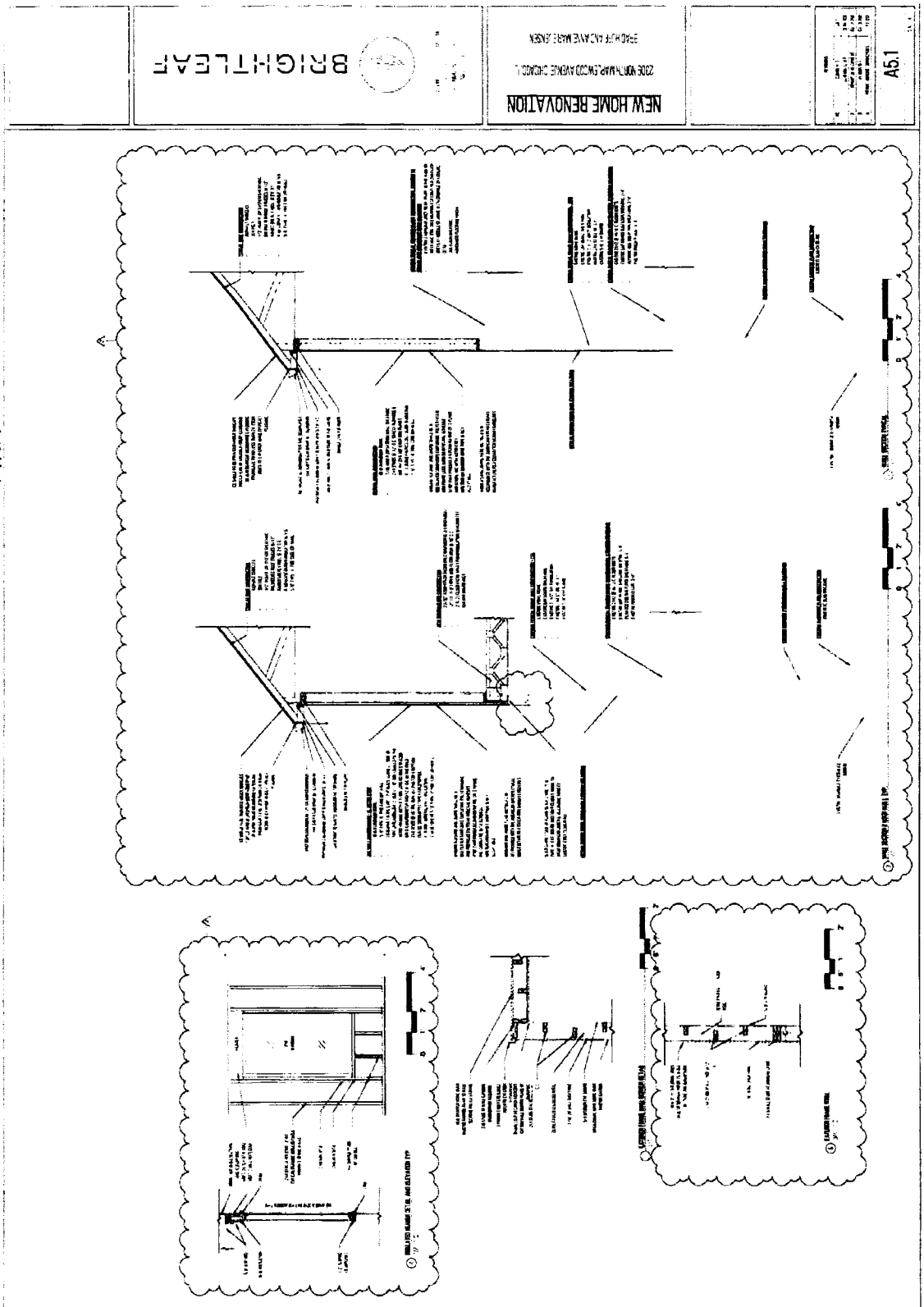

A2.1
NEW HOME RENOVATION
BRIGHTLEAF
FINAL FOR PUBLICATION

FINAL FOR PUBLICATION



FINAL FOR PUBLICATION




FINAL FOR PUBLICATION
NEW HOME RENOVATION
BRIGHTLEAF
A5.1

Reclassification Of Area Shown On Map No. 6-H.
(Application No. 20826T1)
(Common Address: 2315 W. 24th Pl.)

[O2021-4064]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current RM6 Residential Multi-Unit District symbols and indications as shown on Map Number 6-H in the area bounded by:

West 24th Place; the public alley next west of and parallel to South Oakley Avenue; the public alley next south of and parallel to West 24th Place; and a line 168.0 feet west of and parallel to South Oakley Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Existing Site Plan; Roof Top Level; Proposed Basement, 1st and 2nd Floor Plans; and Proposed Front, East and West Building Elevations attached to this ordinance printed on pages 48292 through 48297 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

NARRATIVE AND PLANS
2315 West 24th Place
TYPE I REGULATIONS

Narrative: The subject property is improved with a three story residential building with eight residential units and three parking spaces. The property is located in a Transit Served Location to the CTA Western (Route 49) bus stop that is located on the corner of Western Street and 24th Street. The Applicant proposes to rezone the property from an RM-6 Residential Multi-Unit District to a B2-3 Neighborhood Mixed-Use District to allow the addition of one residential dwelling unit for a total of nine residential units on the property within the existing building. The three parking spaces will remain and there will be no additional parking. The existing height of the building, which is approximately 23'-6", will remain. The Applicant seeks relief to reduce any additional required parking through this Type I application pursuant to the Transit Served Location guidelines of the Chicago Zoning Ordinance.

Lot Area:	5,952 square feet
FAR:	0.846
Floor Area:	5,038 square feet
Residential Dwelling Units:	9
MLA:	661.3 square feet
Height:	23'-6"
Automobile Parking:	3*

Setbacks (existing):

Front (West 24th Place):	0.0 feet
East Side:	0.0 feet
West Side:	0.0 feet
Rear (alley):	0.0 feet

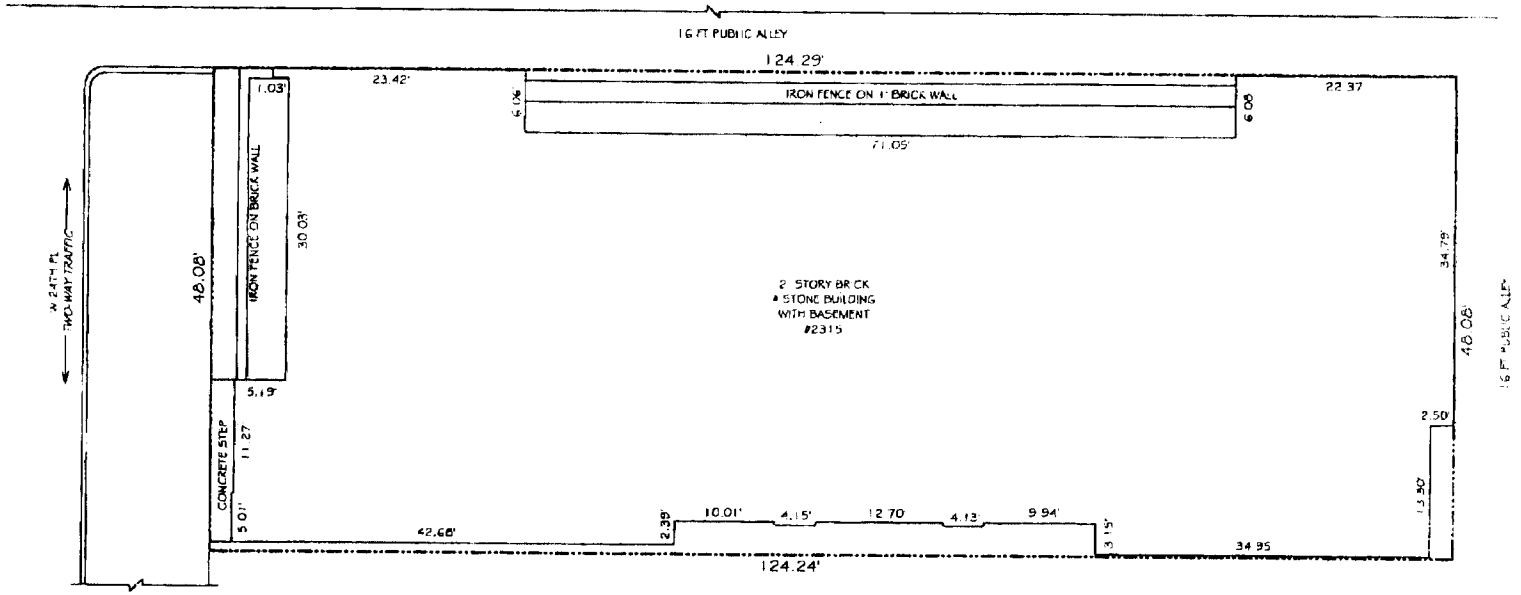
A set of plans is attached.

* The property is located approximately within 536.0 feet of the CTA Western (Route 49) Bus stop on Western Street and 24th Street.

NEW 9TH D.U. IN A 8 D.U. EXISTING RESIDENTIAL BUILDING FOR A TOTAL OF 9 DEWILLING UNITS BUILDING. EXISTING MULTI-FAMILY RM-6 NO CHANGES IN USE/

2315 W 24TH PL CHICAGO, I L 60608

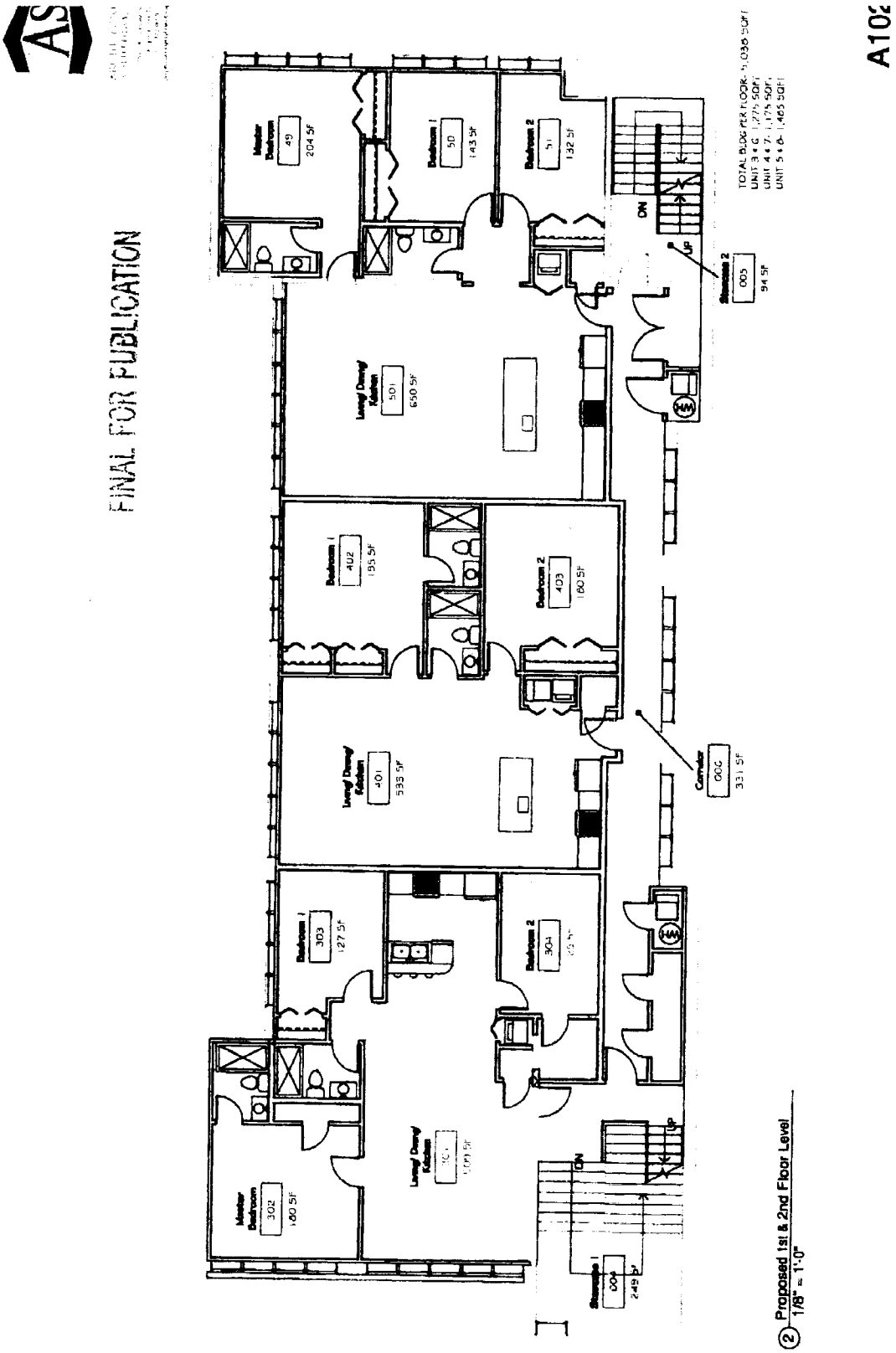
FINAL FOR PUBLICATION

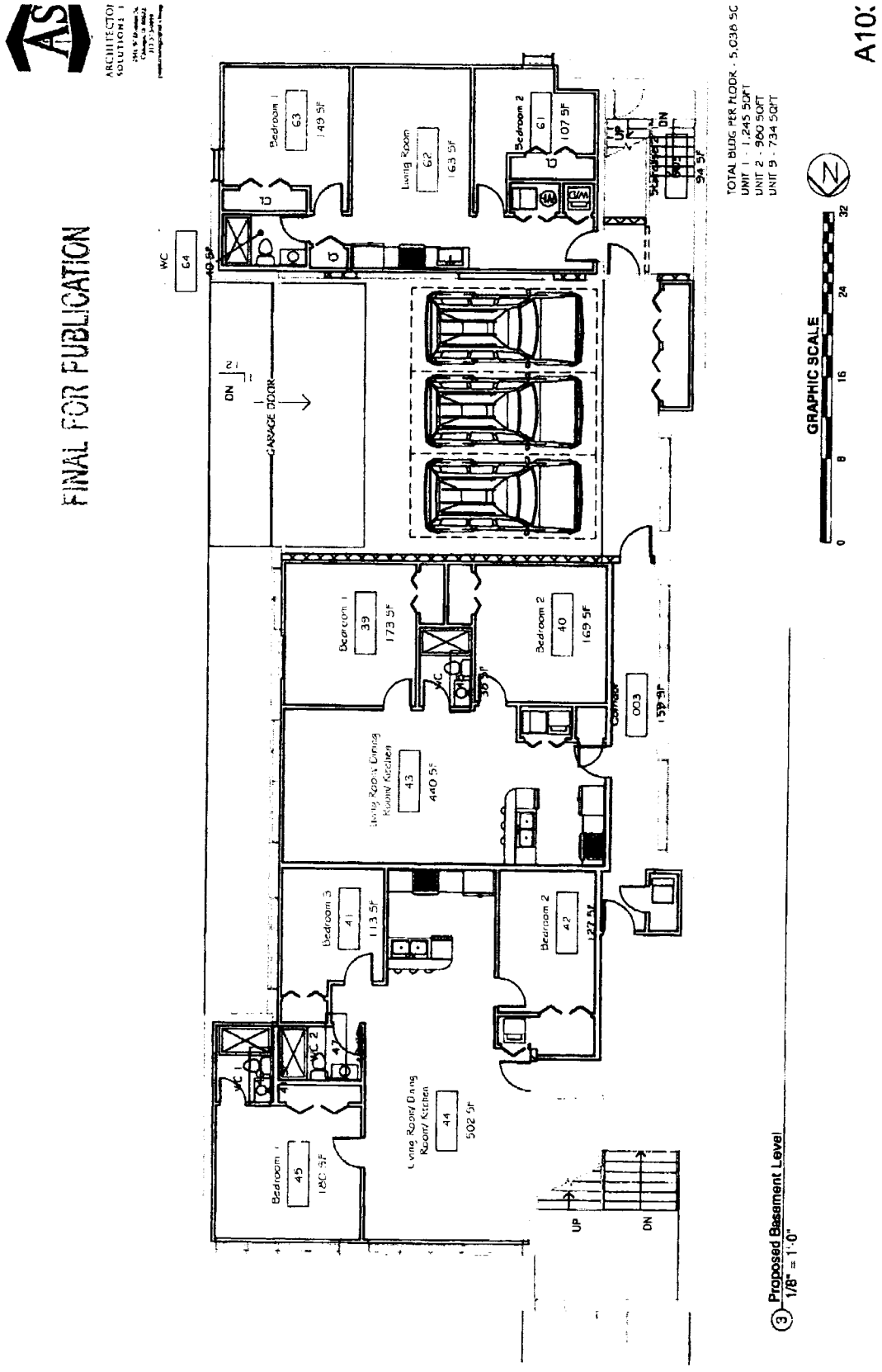


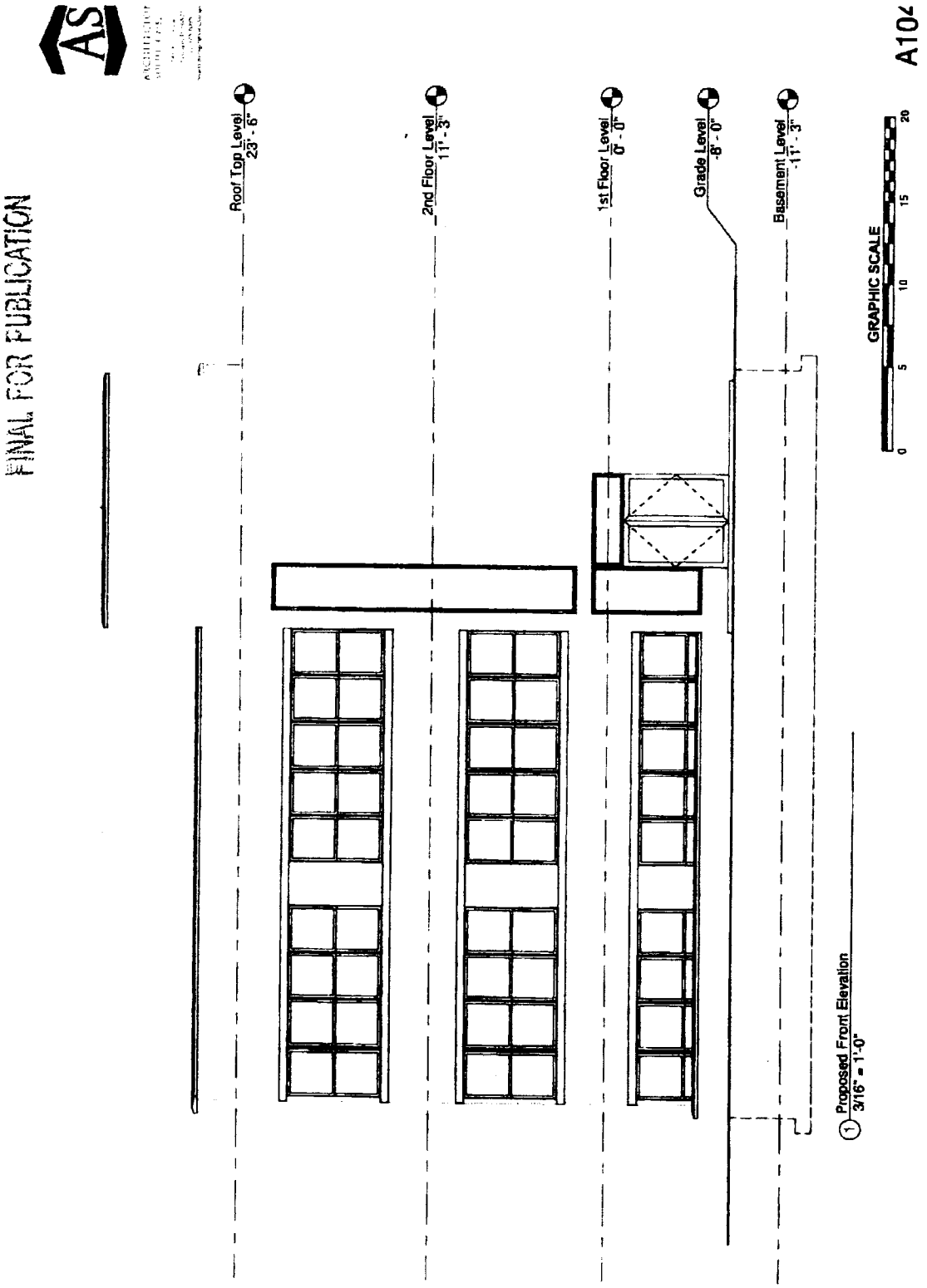
1 EXISTING SITE PLAN
1" = 10'-0"

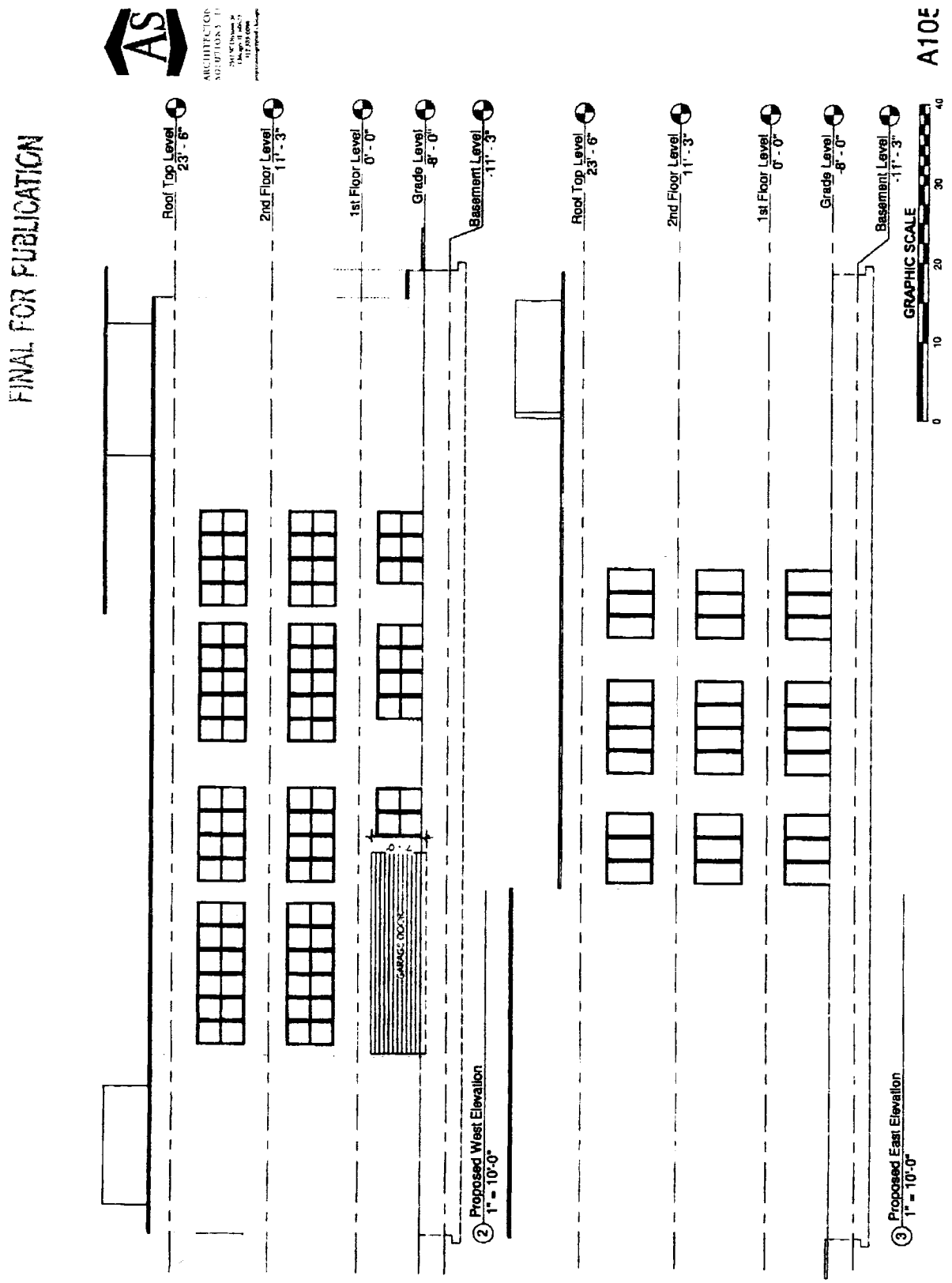
A10(

FINAL FOR PUBLICATION
DN
NEW ROOF TOPPERS
DN
A101
1 Roof Top Level
1/8" = 1'-0"


FINAL FOR PUBLICATION
A102
TOTAL BLDG PER FLOOR: 11,036 SQFT
UNIT 3 + 6: 1,275 SQFT
UNIT 4 + 7: 1,175 SQFT
UNIT 5 + 8: 1,465 SQFT
Master Bedroom 49 204 SF
Bedroom 1 50 143 SF
Bedroom 2 51 132 SF
Living/ Dining/ Kitchen 501 650 SF
Stairwell 2 005 94 SF
UP
DN
Bedroom 1 402 195 SF
Bedroom 2 403 180 SF
Living/ Dining/ Kitchen 401 335 SF
Corridor 006 331 SF
Bedroom 1 303 127 SF
Bedroom 2 304
Master Bedroom 302 160 SF
Stairwell 1 004 249 SF
2 Proposed 1st & 2nd Floor Level
1/8" = 1'-0"


FINAL FOR PUBLICATION
ARCHITECTURAL SOLUTIONS
A10.
TOTAL BLDG PER FLOOR - 5,038 SQ
UNIT 1 - 1,245 SQFT
UNIT 2 - 980 SQFT
UNIT 9 - 734 SQFT
GRAPHIC SCALE
0
8
16
24
32
Bedroom 1
63
149 SF
Living Room
62
163 SF
Bedroom 2
61
107 SF
WC
64
40 SF
UP
DN
94 SF
GARAGE DOOR
Bedroom 1
39
173 SF
Bedroom 2
40
169 SF
WIC
36 SF
Corridor
003
159 SF
Living Room Dining Room Kitchen
43
440 SF
Bedroom 3
41
113 SF
Bedroom 2
42
127 SF
WC 2
WC 1
Bedroom 1
45
Living Room Dining Room Kitchen
44
502 SF
UP
DN
3 Proposed Basement Level
1/8" = 1'-0"


FINAL FOR PUBLICATION
Roof Top Level
23' - 6"
2nd Floor Level
11' - 3"
1st Floor Level
0' - 0"
Grade Level
-8' - 0"
Basement Level
-11' - 3"
GRAPHIC SCALE
0
5
10
15
20
A104
1 Proposed Front Elevation
3/16" = 1'-0"


FINAL FOR PUBLICATION
Roof Top Level 23' - 6"
2nd Floor Level 11' - 3"
1st Floor Level 0' - 0"
Grade Level -8' - 0"
Basement Level -11' - 3"
GARAGE DOOR
2 Proposed West Elevation 1" = 10'-0"
Roof Top Level 23' - 6"
2nd Floor Level 11' - 3"
1st Floor Level 0' - 0"
Grade Level -8' - 0"
Basement Level -11' - 3"
3 Proposed East Elevation 1" = 10'-0"
GRAPHIC SCALE
0 10 20 30 40
A10

Reclassification Of Area Shown On Map No. 6-J.
(Application No. 21023)
(Common Address: 2544 S. Hamlin Ave.)

[O2022-1204]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 6-J in the area bounded by:

a line 146.00 feet north of and parallel to West 26th Street; South Hamlin Avenue; a line 114.00 feet north of and parallel to West 26th Street; and the public alley next west of and parallel to South Hamlin Avenue,

to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 7-I.
(Application No. 21015T1)
(Common Address: 2820 -- 2830 N. Elston Ave.)

[O2022-1165]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 7-I in the area bounded by:

beginning at a line 282.50 feet northwest of the intersection of North Elston Avenue and West Diversey Avenue, as measured along the southwest right-of-way line of North Elston Avenue and perpendicular thereto; North Elston Avenue; a line 132.50 feet northwest of the intersection of North Elston Avenue and West Diversey Avenue, as measured along the southwest right-of-way line of North Elston Avenue and perpendicular thereto; and the alley next southwest of and parallel to North Elston Avenue,

to those of a C1-3 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Zoning Data; Square Footage; Dwelling Unit Breakdown; Site Plan; First, Second, Third, Fourth and Fifth Floor Plans; Roof Plan; and North, South, East (Elston) and West (Alley) Building Elevations attached to this ordinance printed on pages 48303 through 48311 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

17-13-0303-C (1) Narrative Zoning Analysis
2820-2830 North Elston Avenue, Chicago, Illinois

Proposed Zoning: *C1-3 Neighborhood Commercial District*

Lot Area: 18,750 square feet

Proposed Land Use: The subject property consists of six contiguous lots of record. The site, in its *entirety, is presently improved with a one-story masonry building. The existing building has been vacant for over five (5) years. The Applicant is seeking a *Zoning Map Amendment* in order to raze the existing structure and to redevelop the site, in its entirety, with a new five-story (with rooftop penthouse) *mixed-use* multi-unit building. The new proposed building will feature *commercial* and *community-amenity* spaces – on the 1st Floor (front), and a total of forty (40) dwelling units, located on and between the 2nd thru 5th Floors. The programming for the new proposed development calls for the provision of parking for twenty-seven (27) vehicles, to be located within the interior of the building (1st Floor - rear), as well as onsite surface parking for an additional thirteen (13) vehicles, behind the building. So that, the new proposed development will provide off-street parking for a total of forty (40) vehicles. The design for the new development also includes a small communal deck and amenity room-penthouse, above the roof of the 4th Floor, which will be for the exclusive use of the residents of the building, and which will be accessed via two small stair enclosures and a single elevator enclosure. The new proposed building-improvements will measure 56 feet-9 inches (*underside of 5th Floor ceiling*)/ 71 feet-0 inches (*underside of rooftop penthouse ceiling*) in height and be masonry in construction.

(A) The Project's Floor Area Ratio: 51,307 square feet square feet (2.74 FAR)

(B) The Project's Density (Lot Area Per Dwelling Unit): 40 dwelling units (468.75 square feet per dwelling unit)

(C) The amount of off-street parking: 40 vehicular spaces

(D) Setbacks:
a. Front Setback: 0 foot-0 inches
b. Rear Setback: 30 feet-0 inches (*Residential* – 2nd thru 5th Floors)
20 feet-6 inches (*Non-Residential* – 1st Floor)
c. Side Setbacks:
North: 0 feet-0 inches
South: 0 feet-0 inches

(E) Building Height: 56 feet-9 inches (*underside-ceiling of 5th Floor*)/
71 feet-0 inches (*underside-ceiling rooftop penthouse*)

**The subject property is located within 1,320 linear feet of the centerline of the Western Avenue Bus Line Corridor, thereby qualifying as a Transit Served Location. [17-10-0102-B] The programming calls for the provision of no more than one parking space per dwelling unit. Therefore, the Applicant is eligible for an increase in maximum building height up to 75 feet-0 inches, pursuant to this Type 1 Zoning Map Amendment. [17-3-0408-B]* *Please See: corresponding *TSL Narrative.*

FOR PUBLICATION

17-3-0408-B *Transit Served Location* (TSL) – Narrative Zoning Analysis
2820-2830 North Elston Avenue, Chicago Illinois

THE SITE

The subject property consists of six contiguous lots of record, with 150 feet of frontage on Elston Avenue. [*Site: 150 feet in width by 125 feet in depth = 18,750 square feet of total lot area.*] The site is bounded by a public alley on the west. The site, in its *entirety, is presently improved with a one-story masonry building. *[*Two of the lots of record are vacant and unimproved.*] The existing building has been vacant for over five (5) years. Both of the adjacent parcels are improved with occupied buildings – *commercial* (restaurant) to the south and **residential* (two-flat) to the north. *[*The building to the north is non-conforming under the current Zoning Ordinance (C1-2).*] This stretch of Elston Avenue is generally zoned for destination-oriented *business* (B3) and *commercial* (C1) uses, of moderate scale and density. However, the predominant land use – on both the east and west sides of the street, is wholly *residential* - mostly two-story and three-story multi-family *residences*, comprising a single lot. Many of these improvements, therefore, are *non-conforming* under the current Zoning Ordinance. There is a scattering of higher-intensity low-scale *commercial* ventures in the area, especially moving south along Elston Avenue, toward and including the intersection of Diversey Avenue and Western Avenue.

THE PROJECT

The Applicant is seeking a *Type 1 Zoning Map Amendment* – from a *C1-2 Neighborhood Commercial District* to a *C1-3 Neighborhood Commercial District*, in order to permit the construction of a new five-story (with rooftop penthouse) *mixed-use* multi-unit building at the subject property, which such property constitutes a *Transit Served Location* (TSL) under the current Zoning Ordinance *[Section 17-10-0102-B], due to its proximity to the *Western Avenue Bus Line Corridor Roadway Segment.* *[The subject property is located within 1,320 linear feet of the centerline of the *Western Avenue CTA Bus Route* – Western/49 and Western Express/X49, as listed in Table 17-10-0102-B.1.a and Table 17-10-0102-B.1.b of the current Zoning Ordinance.]

In order to accommodate the new development, the existing structures will be razed. The new proposed building, as designed and proposed, will feature *commercial* and *community-amenity* spaces – on the 1st Floor (front), and a total of forty (40) dwelling units, located on and between the 2nd thru 5th Floors. The programming for the new proposed development calls for the provision of parking for twenty-seven (27) vehicles, to be located within the interior of the building (1st Floor - rear), as well as onsite surface parking for an additional thirteen (13) vehicles, behind the building. So that, the new proposed development will provide off-street parking for a total of forty (40) vehicles – one parking space per one proposed dwelling unit. The design for the new development also includes a small communal deck and amenity room-penthouse, above the roof of the 4th Floor, which will be for the exclusive use of the residents of the building, and which will be accessed via two small stair enclosures and a single elevator enclosure. The new proposed building will measure 56 feet-9 inches (*underside of 5th Floor ceiling*)/ 71 feet-0 inches (*underside of rooftop penthouse ceiling*) in *height and be masonry in construction.

HEIGHT INCREASE FOR TRANSIT SERVED LOCATION (TSL): 17-3-0408-B

*This proposed *Zoning Map Amendment* is being sought by and through the '*Type 1*' process [Section 17-13-0302-A], in order to qualify for an increase in the maximum allowable *height* [Section 17-3-0408-B] for the new building, under the current Zoning Ordinance, since the design calls for *no more than one parking space per dwelling unit.*

Pursuant to 17-13-0905-F of the Zoning Ordinance, in order to qualify for the proposed *height* increase, the Project:

(a) **Must be located in a *transit-served location*.** The subject property is located within 1,320 linear feet of the designated *Western Avenue CTA Bus Route*, as set forth further - above.

(b) **Must comply with the standards of Section 17-3-0500 pertaining to *pedestrian streets* and *pedestrian retail streets*.** The proposed new development complies with all of the standards and design guidelines for *pedestrian streets* as shown on the accompanying *architectural plans* (prepared by *Jonathan Split Architects, Ltd.*), submitted with the subject *Type 1 Zoning Map Amendment*. By way of relevant example, the façade of the proposed new building abuts the sidewalk, with the primary entrances for both the *residential* lobby and the *commercial* unit(s) facing and directly accessible off of Elston Avenue. [17-3-0504-B and 17-3-0504-D] As well, over 60% of the ground floor façade – facing Elston Avenue, is comprised of transparent windows. [17-3-0504-C] Lastly, all of the off-street parking for the development is located within the interior of the building (at the rear) and/or behind the building, directly accessible via the public alley. Accordingly, by and through this proposal, the Applicant will be closing the existing driveway at the south end of the site, off of Elston Avenue, and restoring the curb. [17-3-0504-E-F-G]

(c) **Must comply with the general goals set forth in the *Transit Friendly Development Guide: Station Area Typology*, and any other station-specific plans, designs or guidelines adopted by the Chicago Plan Commission.** The *Transit Friendly Development Guide* defines 'transit friendly development' as *[d]evelopment which is oriented towards and integrated with adjacent transit*. By way of relevant example, the proposed new development incorporates accessibility and connectivity less than 100 linear feet from the intersection of Diversey Avenue and Western Avenue – which constitute the neighborhood's primary public transit hub, with major and designated bus lines servicing commuters in each direction, covering the entirety of the incorporated City limits. Moreover, the proposed new development is a multi-variety mix of *commercial* + *community* + *residential* uses, with higher residential and communal density, which should generate and promote significant levels of transit riders.

(d) **Must actively promote public transit and alternatives to automobile ownership.** Despite providing a diverse mix of larger *dwelling units* (apartments) – including two-bedroom and three-bedroom types, which can accommodate at least 3 to 4 residents, the proposed new development is providing NO more than one off-street parking space for each such unit and NO parking for the corresponding *commercial* unit(s). As well, the proposed development includes a sizeable storage room, within the ground floor of the building - situated directly off of the pedestrian way, which can accommodate parking for at least 26 bicycles and scooters. Beyond the interior storage room, the development proposal also calls for the provision of four (4) new racks, which will be situated at the front of the building (onsite) – on Elston Avenue, which can accommodate parking for an additional 32 bicycles. The Applicant is also committed to working with the local Alderperson and the CTA toward incorporating electronic transit trackers in the lobby of the building.

FINAL FOR PUBLICATION

(e) **Must include enhancements to the pedestrian environment that are not otherwise required.** The development proposal calls for the provision of multiple large planters and landscape beds, along the front facing façade wrapping around the south end of the building, as well as a five-story 'green wall' (landscaped) and art mural (to be prepared by a local artist), which will occupy and adorn the entirety of the south elevation. The proposed new building will also feature a 444 square feet of *communal amenity room*, which will be open to the public and will provide free wi-fi service and transit data., along with cooperative socializing and work-study spaces.

5/25/2022 REPORTS OF COMMITTEES 48303

FINAL FOR PUBLICATION

2820 NORTH ELSTON AVE

ZONING DATA

ADDRESS:	2820 NORTH ELSTON AVENUE, CHICAGO, IL
LOT SIZE:	150.0' x 125.0'
LOT AREA:	18,750 SQ. FT.
DISTANCE TO WESTERN AVE:	150'

	CURRENT ZONING	PROPOSED BUILDING
ZONING DISTRICT:	C1-2	C1-3 (T.O.D.)
MINIMUM LOT AREA:	1,000 SQ. FT. / UNIT	469 SQ. FT. / UNIT
MAXIMUM NUMBER OF UNITS:	18 DWELLING UNITS	40 DWELLING UNITS
F.A.R.:	2.2	2.7
MAXIMUM BUILDABLE AREA:	41,250 SQ. FT.	51,307 SQ. FT.
MAXIMUM BUILDING HEIGHT:	50'-0"	71'-0"
SETBACKS:		
FRONT YARD	0'-0"	0'-10" MIN.
REAR YARD	30'-0" (2ND FLR & ABOVE)	30'-0" MIN. (2ND FLR & ABOVE) 20'-6" MIN. (GROUND FLR)
SIDE YARDS	0'-0"	0'-10" MIN.
COMMERCIAL SPACE:	3,750 SQ. FT. MIN.	3,770 SQ. FT.
MINIMUM PARKING:	.5 PARKING SPACE / UNIT	40 SPACES (1 / UNIT)
LOADING BERTH:	(1) 10'-0" x 25'-0"	(1) 10'-0" x 25'-0"
BICYCLE PARKING:	1 BIKE SPACE / 2 AUTO SPACES	26 BIKE SPACES

SQUARE FOOTAGE

	F.A.R.	GROSS
ROOF / PENTHOUSE	1,173 SQ. FT.	1,173 SQ. FT.
SECOND - FIFTH FLOOR	43,988 SQ. FT. (10,997 SQ. FT. x 4)	43,988 SQ. FT. (10,997 SQ. FT. x 4)
FIRST FLOOR	6,146 SQ. FT.	14,193 SQ. FT.
TOTAL	51,307 SQ. FT.	59,354 SQ. FT.

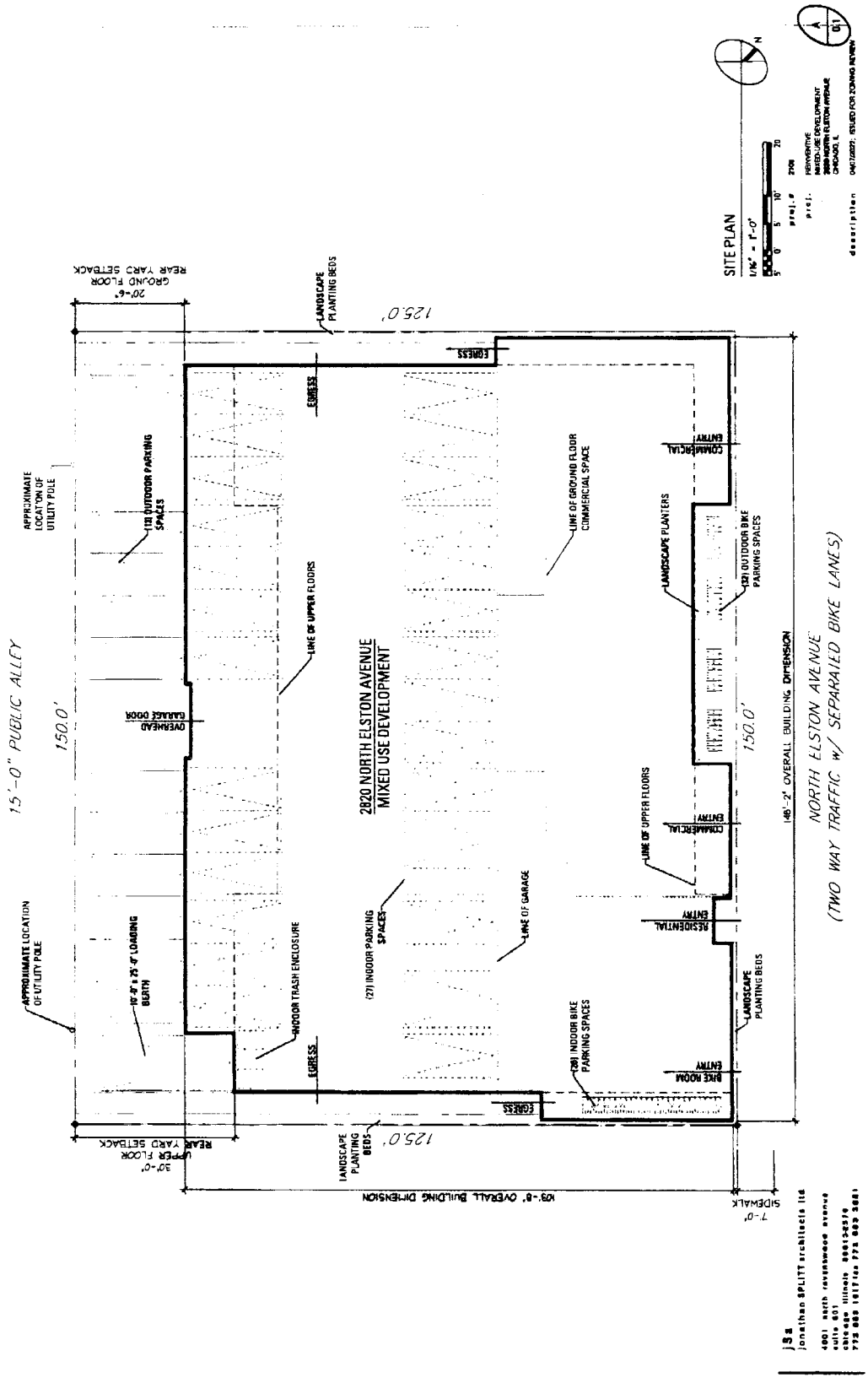
DWELLING UNIT BREAKDOWN

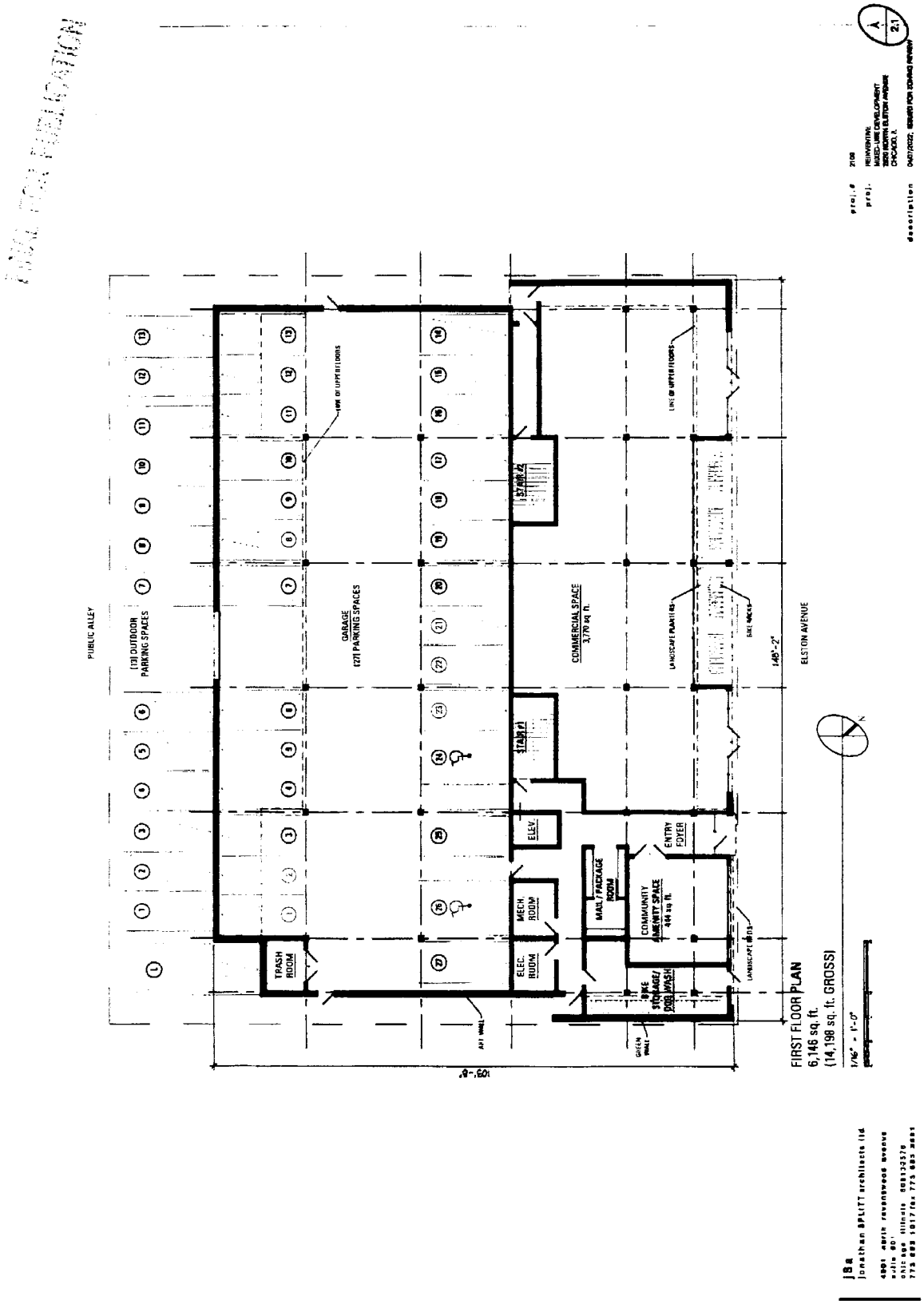
THREE BEDROOM UNITS:	12 (3 UNITS x 4 FLOORS)	AVG. 1,232 SQ. FT. (+ 77 SQ. FT. DECK)
TWO BEDROOM UNITS:	16 (4 UNITS x 4 FLOORS)	AVG. 984 SQ. FT. (+ 6 SQ. FT. DECK)
ONE+ BEDROOM UNITS:	8 (2 UNITS x 4 FLOORS)	850 SQ. FT. (+ 50 SQ. FT. DECK)
ONE BEDROOM UNITS:	4 (1 UNIT x 4 FLOORS)	629 SQ. FT. (+ 50 SQ. FT. DECK)
TOTAL	40 DWELLING UNITS	

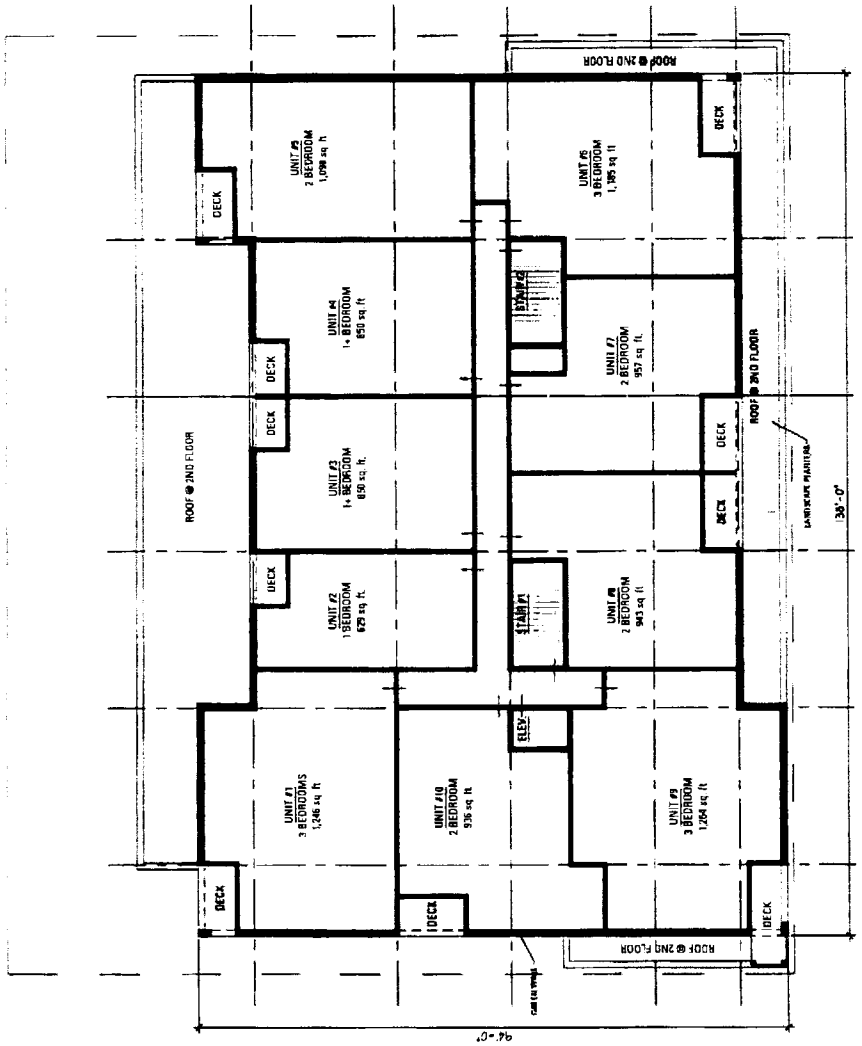
JSa
Jonathan SPLITT architects ltd.
6061 north ravenswood avenue
suite 601
chicago illinois 60613-2570
773 883 1617 fax 773 883 3061

proj.# 2100
proj. REINVENTIVE
MIXED-USE DEVELOPMENT
2820 NORTH ELSTON AVENUE
CHICAGO, IL
description 04/25/2022, ISSUED FOR ZONING REVIEW

A 0.1

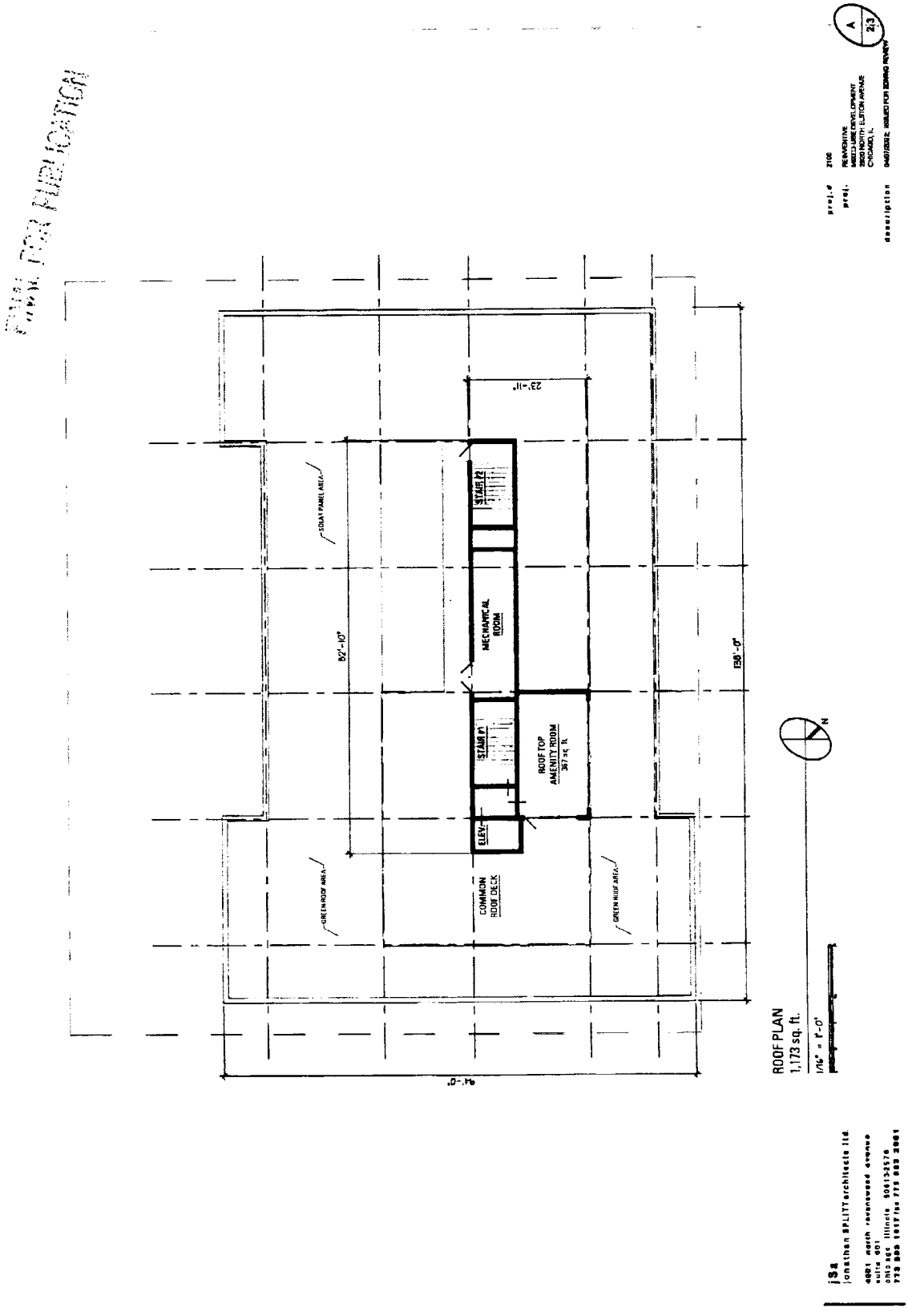

FINAL FOR PUBLICATION
SITE PLAN
2820 NORTH ELSTON AVENUE
MIXED USE DEVELOPMENT
15'-0" PUBLIC ALLEY
NORTH ELSTON AVENUE
(TWO WAY TRAFFIC w/ SEPARATED BIKE LANES)
125.0'
150.0'
148'-2" OVERALL BUILDING DIMENSION
109'-8" OVERALL BUILDING DIMENSION
REAR YARD SETBACK
GROUND FLOOR
20'-6"
REAR YARD SETBACK
UPPER FLOOR
30'-0"
LANDSCAPE PLANTING BEDS
EGRESS
APPROXIMATE LOCATION OF UTILITY POLE
(18) OUTDOOR PARKING SPACES
OVERHEAD GARAGE DOOR
LINE OF UPPER FLOORS
(10') X 25'-0" LOADING BERTH
INDOOR TRASH ENCLOSURE
(27) INDOOR PARKING SPACES
LINE OF GARAGE
(28) INDOOR BIKE PARKING SPACES
LINE OF GROUND FLOOR COMMERCIAL SPACE
LANDSCAPE PLANTERS
(12) OUTDOOR BIKE PARKING SPACES
COMMERCIAL ENTRY
RESIDENTIAL ENTRY
BIKE ROOM ENTRY
SIDEWALK
7'-0"
1/16" = 1'-0"
description
ISSUED FOR ZONING REVIEW
Jonathan SPLITT architects llc
4001 north ravenswood avenue
suite 401
chicago illinois 60613-2519
773 880 1811 fax 773 880 3081


PUBLIC ALLEY
(19) OUTDOOR PARKING SPACES
GARAGE (27) PARKING SPACES
LINE OF UPPER FLOORS
COMMERCIAL SPACE 3,770 sq. ft.
LANDSCAPE PLANTERS
ENTRY FOYER
COMMUNITY AMENITY SPACE 444 sq. ft.
MAIL / PACKAGE ROOM
MECH. ROOM
ELEC. ROOM
TRASH ROOM
BIKE STORAGE / DOG WASH
ELEV.
STAIR 2
STAIR 1
148'-2"
ELSTON AVENUE
FIRST FLOOR PLAN
6,146 sq. ft.
(14,198 sq. ft. GROSS)
1/16" = 1'-0"



SECOND - FIFTH FLOOR PLAN
10,997 sq. ft.
1/16" = 1'-0"

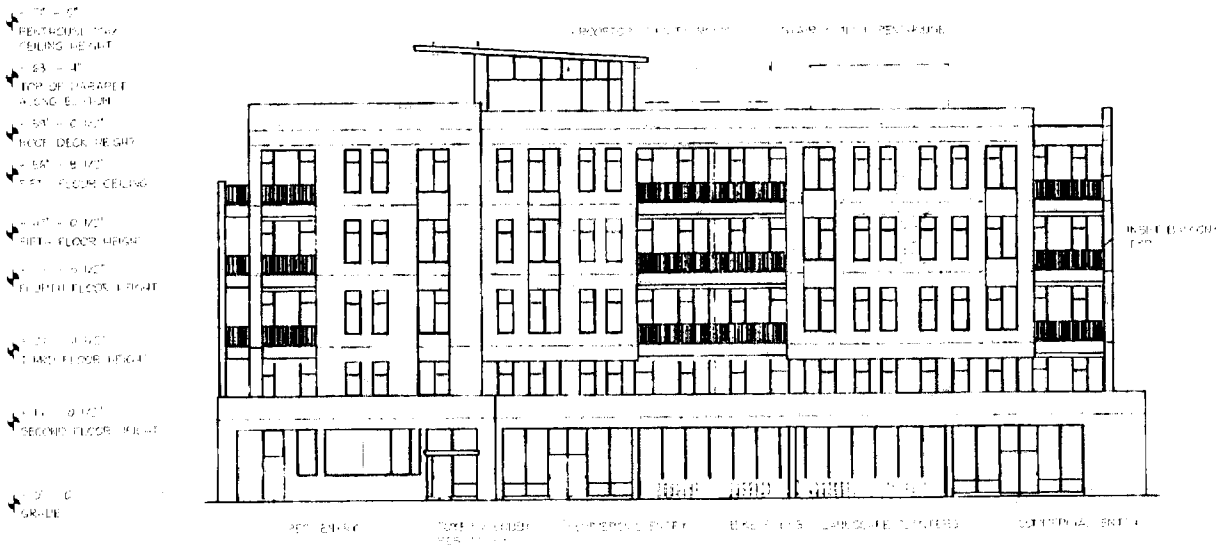
JSa
jonathan SPLITT architects ltd
4061 north ravenswood avenue
suite 801 chicago illinois 60613
773 868 1017 fax 773 868 3081


PLAN COMMISSION PUBLICATION
23'-11"
SOLAR PANEL AREA
52'-10"
150'-0"
STAIR #2
MECHANICAL ROOM
STAIR #1
ROOF TOP AMENITY ROOM 367 sq. ft.
ELEV.
COMMON ROOF DECK
GREEN ROOF AREA
GREEN ROOF AREA
N
ROOF PLAN
1,173 sq. ft.
1/16" = 1'-0"
proj.# 2106
proj. RENAISSANCE
MIXED-USE DEVELOPMENT
2600-2644 W. ELSTON AVENUE
CHICAGO, IL
description 04/07/2022: ISSUED FOR ZONING REVIEW
A 2.3
j3a
Jonathan SPLITT architects ltd
4801 north ravenswood avenue
suite 601
chicago illinois 60640-3579
719 989 1697 fax 719 989 3861

NORTH ELEVATION

SOUTH ELEVATION

FINAL FOR PUBLICATION



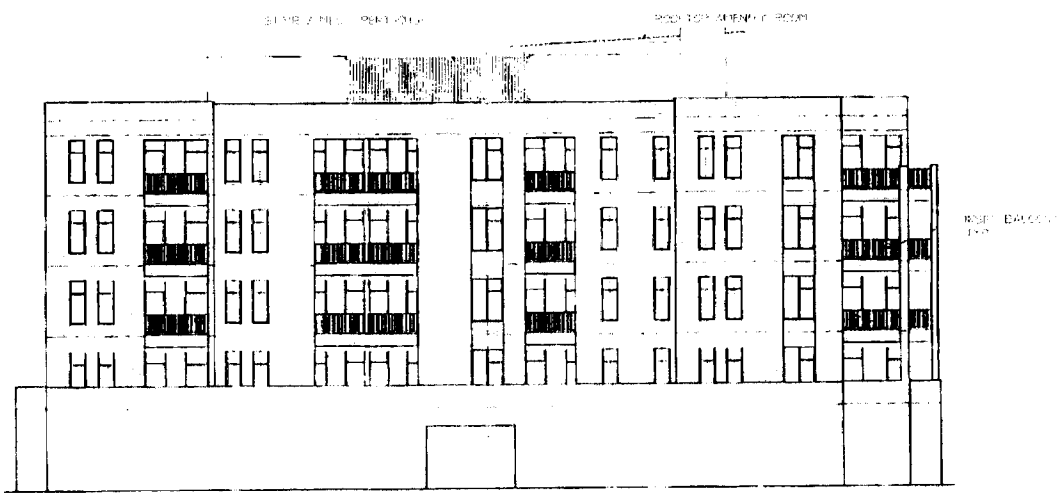
EAST (ELSTON) ELEVATION

jSa
Jonathan SPLITT architects ltd.
4001 north ravenswood avenue
suite 501
chicago illinois 60613-2578
773 665 1917 fax 773 665 3081

proj.# 2100
proj. REINVENTM-
MIXED-USE DEVELOPMENT
2820 NORTH ELSTON AVENUE
CHICAGO, IL
description 04/07/2022; ISSUED FOR ZONING REVIEW

A
3.1

PLAN FOR PUBLICATION



WEST (ALLEY) ELEVATION

JSa
Jonathan SPLITT architects llc.
4061 north ravenswood avenue
suite 301
chicago illinois 60613-2578
773 883 1817 fax 773 883 3081

proj.# 2102
proj. REINVENTIVE
MIXED-USE DEVELOPMENT
2820 NORTH RUSTON AVENUE
CHICAGO, IL
description 04/07/2022: ISSUED FOR ZONING REVIEW

A
3.3

Reclassification Of Area Shown On Map No. 7-J.
(Application No. 21002T1)
(Common Address: 2733 N. Pulaski Rd.)

[O2022-1040]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-1 Limited Manufacturing/Business Park Districts symbols and indications as shown on Map Number 7-J in the area bounded by:

a line 221.0 feet south of and parallel to West Diversey Avenue; the alley next east of and parallel to North Pulaski Road; a line 271.0 feet south of and parallel to West Diversey Avenue; and North Pulaski Road,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Proposed and Existing Main and Second Level Floor Plans; and Proposed and Existing East and West Building Elevations attached to this ordinance printed on pages 48314 through 48318 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

2733 NORTH PULASKI ROAD

Narrative and Zoning Analysis

Type 1 Zoning Map Amendment

Applicant:	Donison, LLC
Property Address:	2733 North Pulaski Road
Proposed Zoning:	B2-1 Neighborhood Mixed-Use District

I. NARRATIVE

The Application is for a T1Zoning Amendment from an M1-1, Limited Manufacturing/Business Park District to a B2-1, Neighborhood Mixed-Use District. The Applicant intends to convert the existing one-story, light-manufacturing building to a single-unit residence with two (2) off-street garage parking spaces. The current building height will not be increased. The site will comply with Section 17-3-0307 Air Quality Ordinance if applicable.

II. ZONING ANALYSIS

1) Floor Area and Floor Area Ratio

a) Lot Area	6,255 sq. ft.
b) Total Building Area	6,480 sq. ft.
c) FAR	1.04

2) Dwelling Units

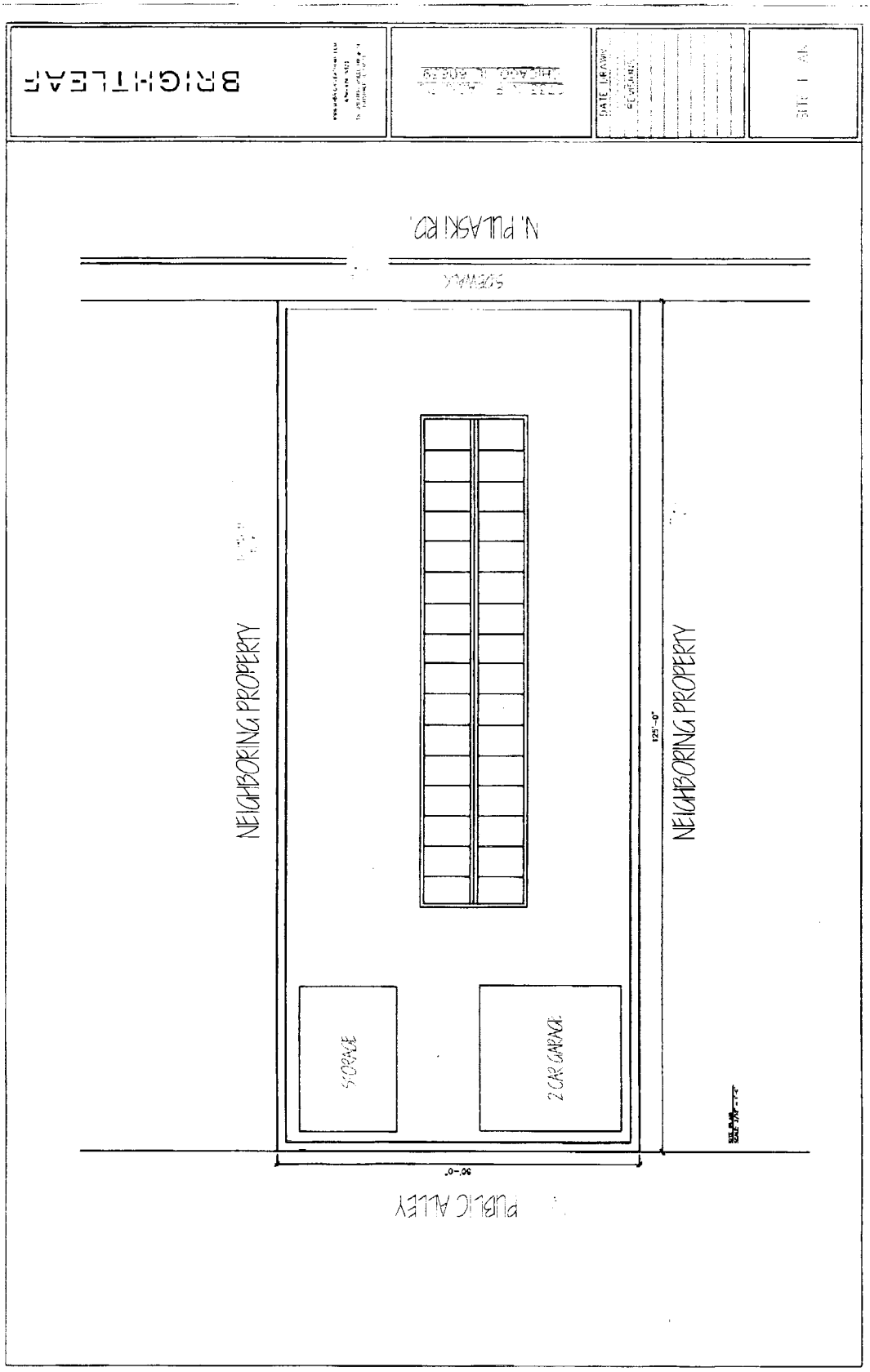
a) Number of Units	1
b) Density (lot area per dwelling unit):	6,255 sq. ft.

3) Off-street Parking: 2 vehicular parking spaces

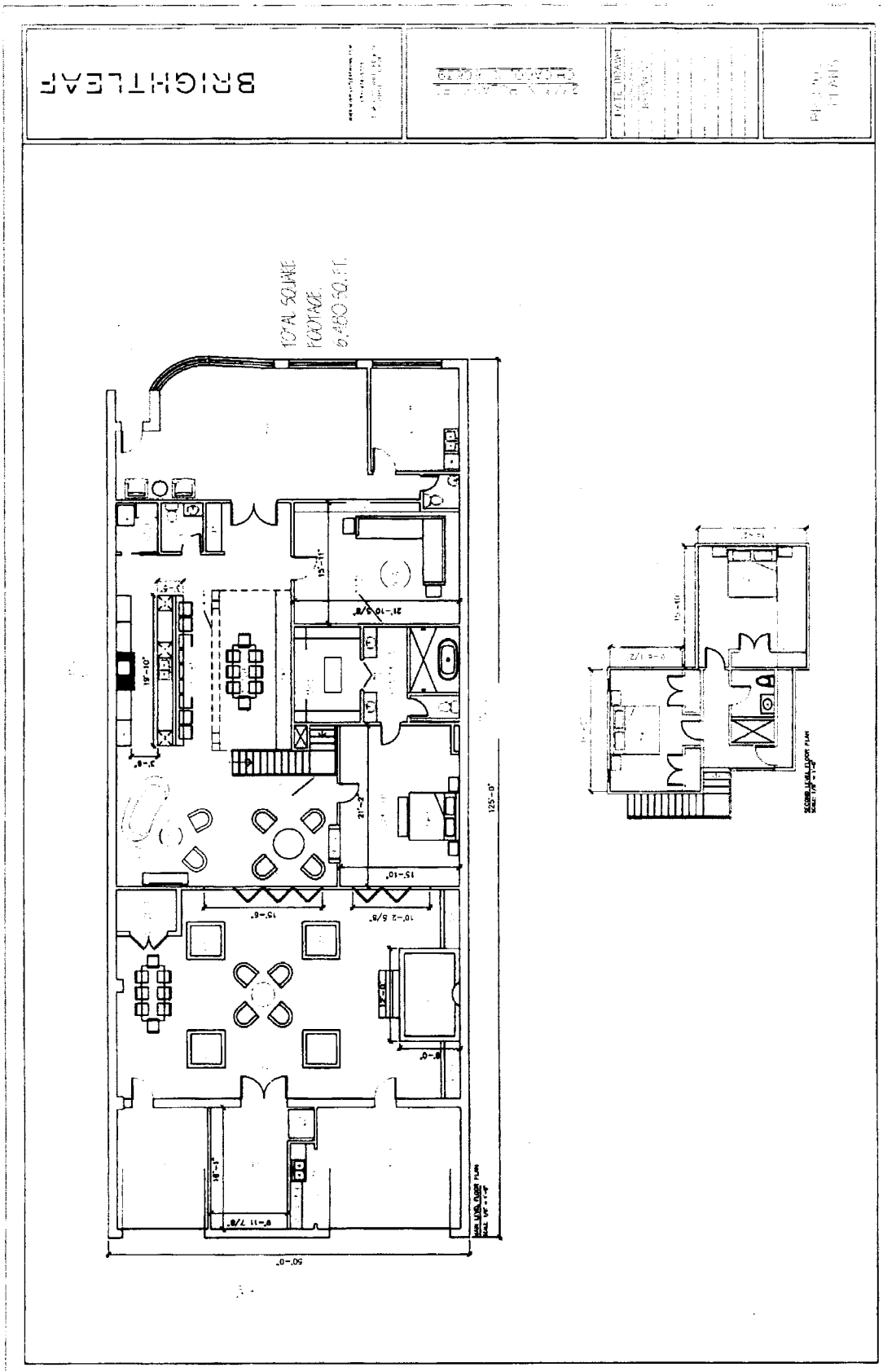
4) Setbacks: 0 ft. front
0 ft. side (north and south)
0 ft. rear

5) Building Height: 15' (existing)

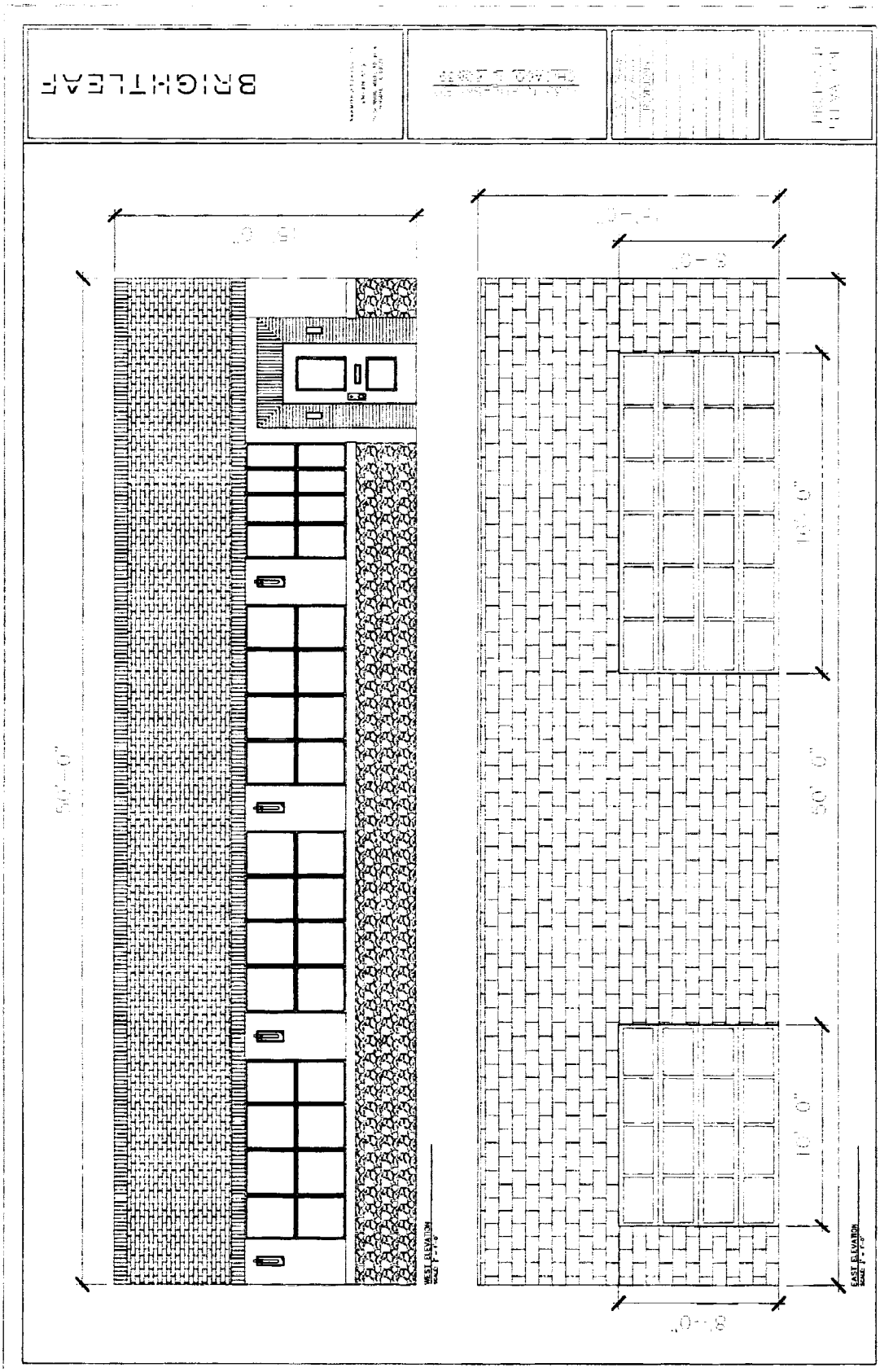
FINAL FOR PUBLICATION



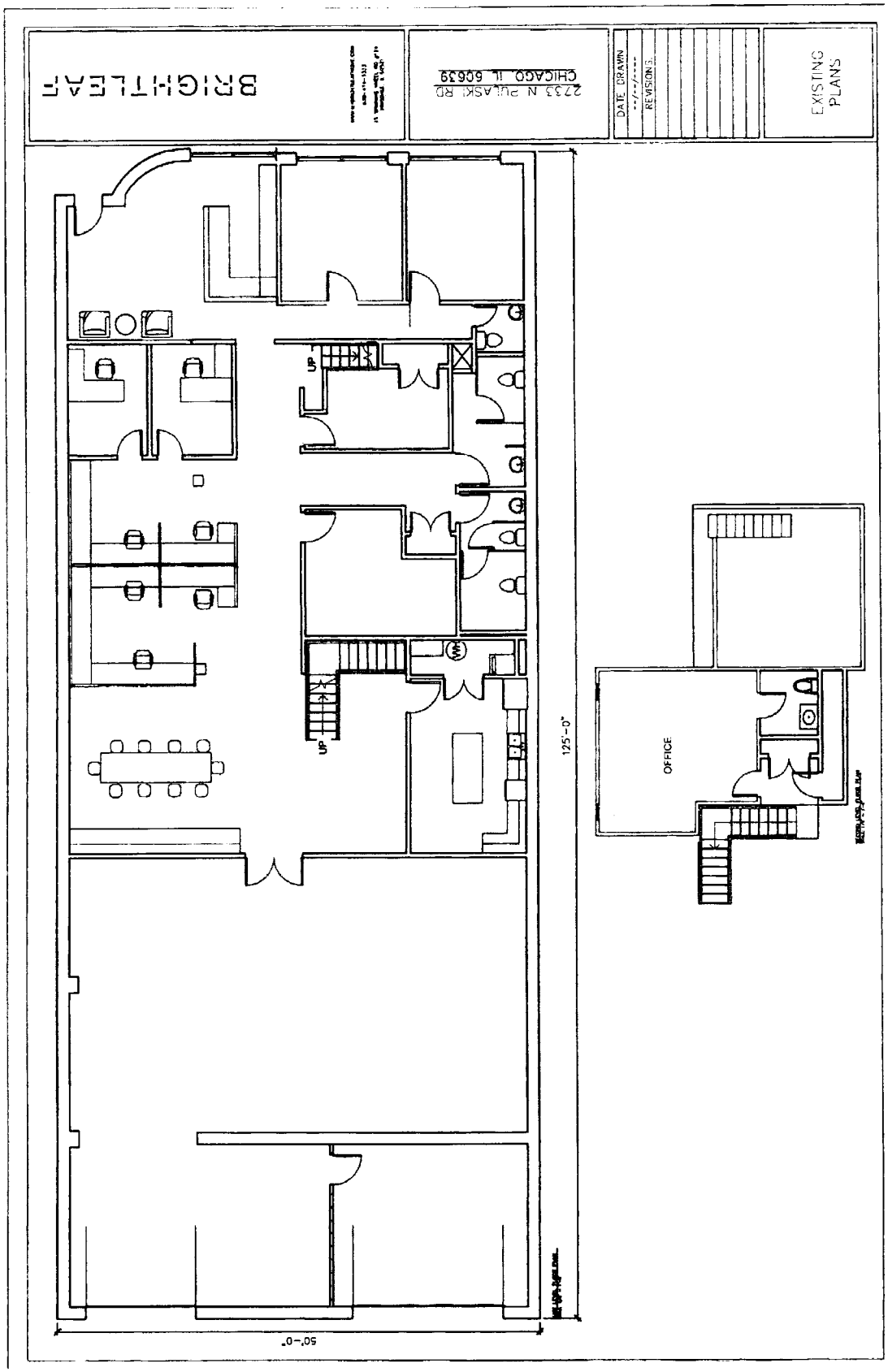
FINAL FOR PUBLICATION



FINAL FOR PUBLICATION

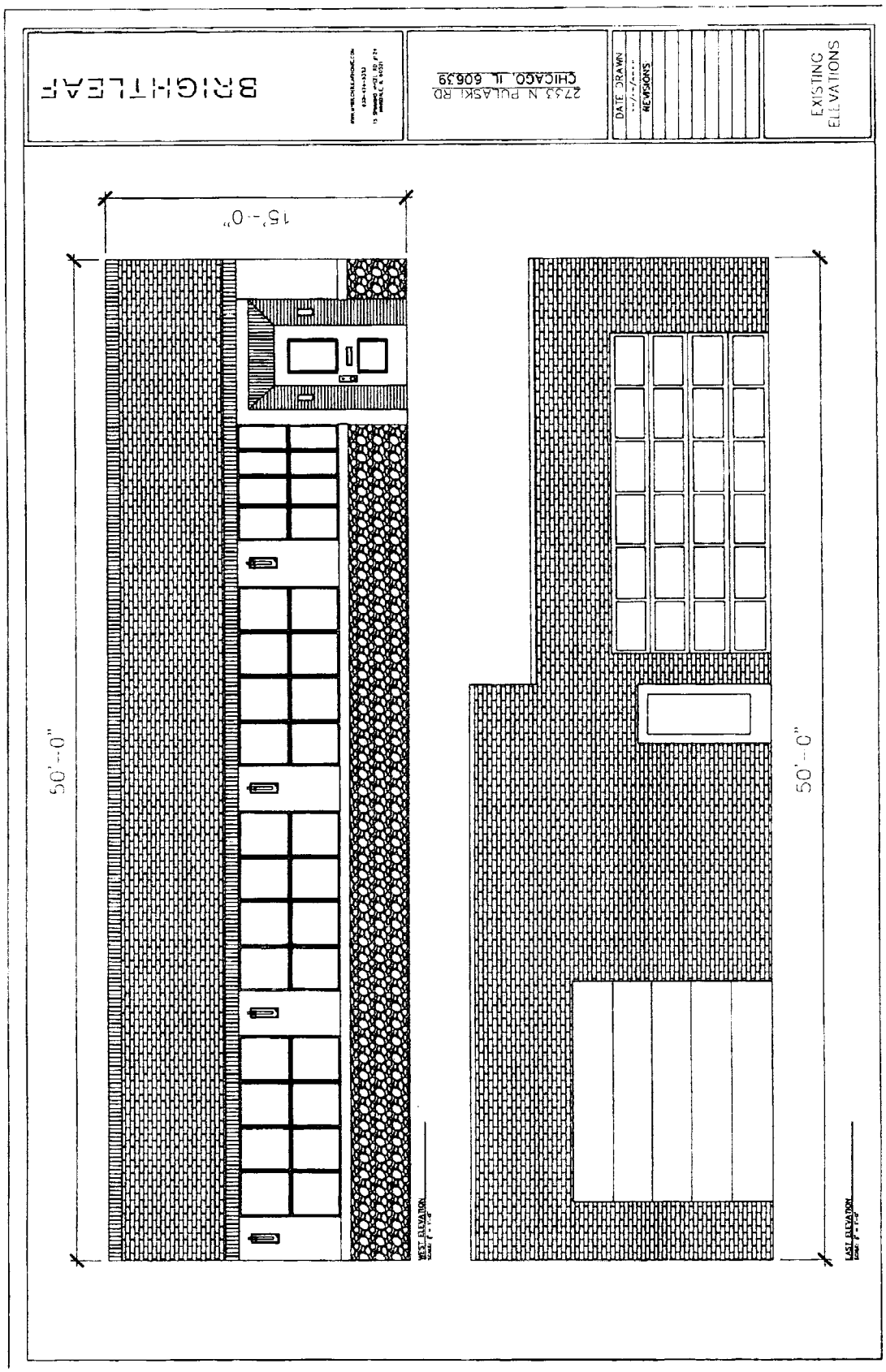


FINAL FOR PUBLICATION



FINAL FOR PUBLICATION

FINAL FOR PUBLICATION



Reclassification Of Area Shown On Map No. 7-L.
(Application No. 20999)
(Common Address: 5245 W. Fletcher St.)

[O2022-1162]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District as shown on Map Number 7-L in the area bounded by:

West Fletcher Street; a line 156.02 feet east of and parallel to North Lockwood Avenue; the alley next south of and parallel to West Fletcher Street; and a line 126.02 feet east of and parallel to North Lockwood Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 8-G.
(Application No. 20975T1)
(Common Address: 3357 S. Carpenter St.)

[O2022-782]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 8-G in the area bounded by:

a line 900.47 feet south of and parallel to West 32nd Place; the public alley next east of and parallel to South Carpenter Street; a line 924.47 feet south of and parallel to West 32nd Place; and South Carpenter Street,

to those of an RM5 Residential Multi-Unit District which is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

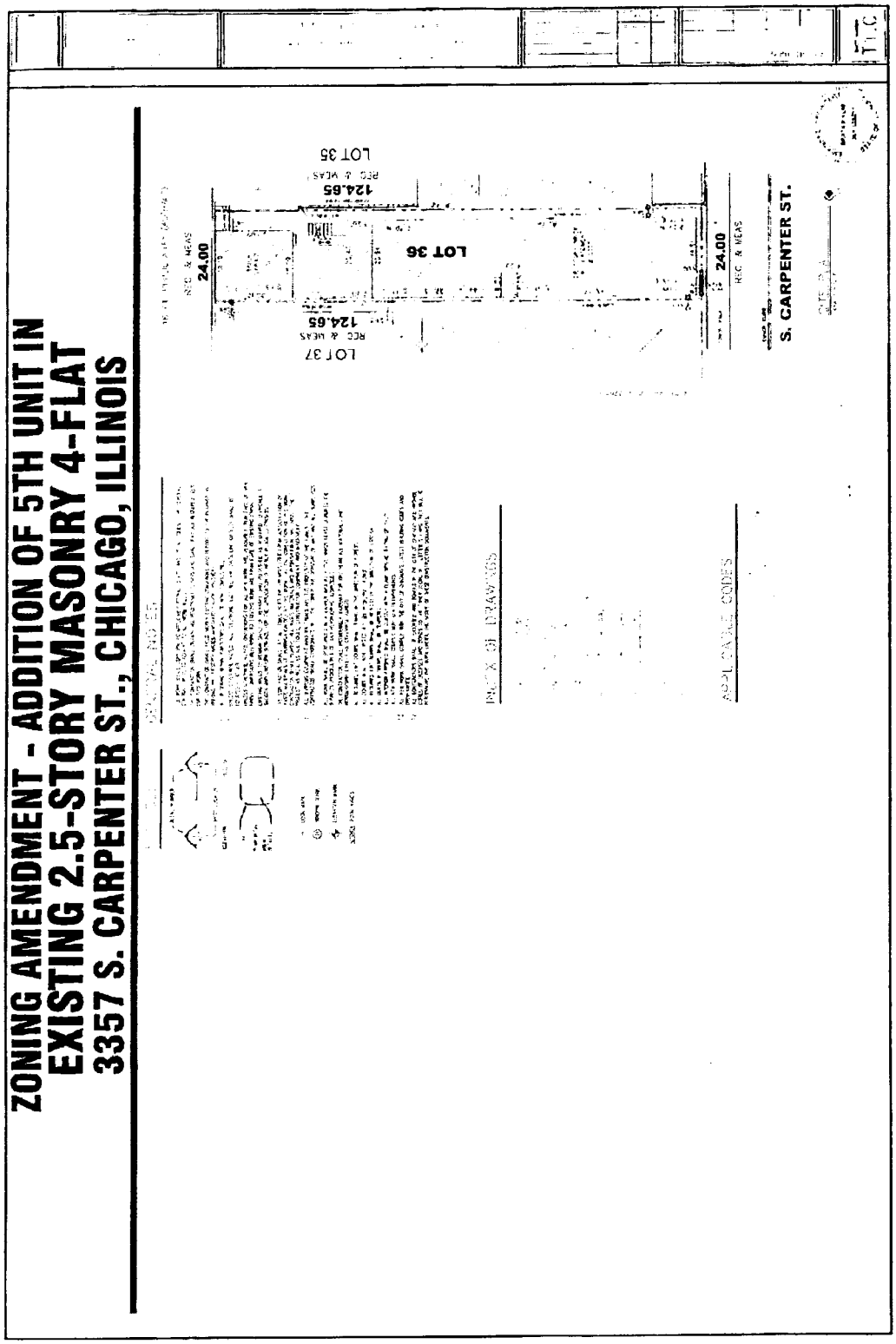
[General Notes; Basement Floor Plan; Existing 1st and 2nd Floor Plans; and Existing Side (North), Side (South), Rear (East) and Front (West) Building Elevations attached to this ordinance printed on pages 48321 through 48324 of this *Journal*.]

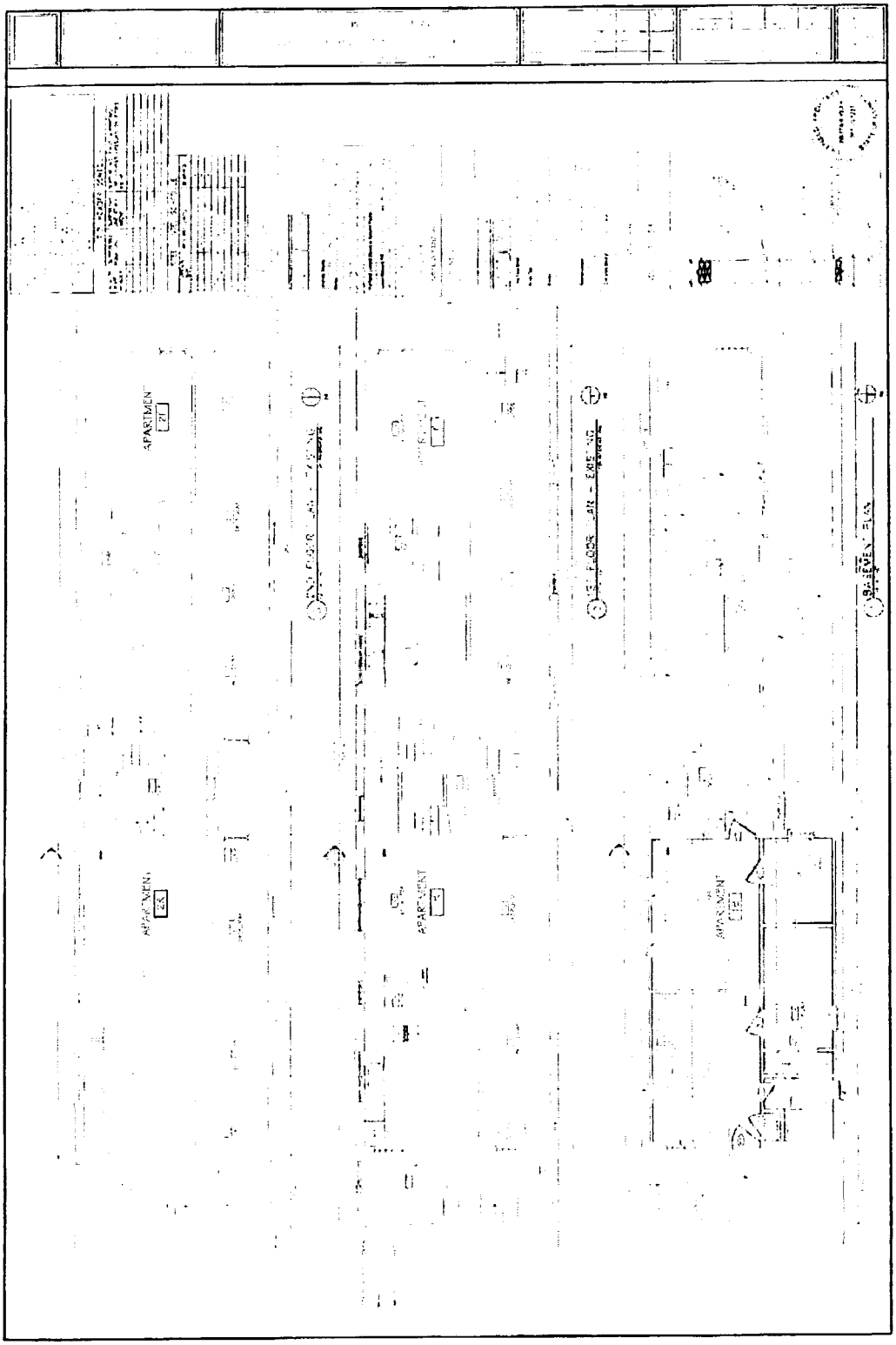
Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

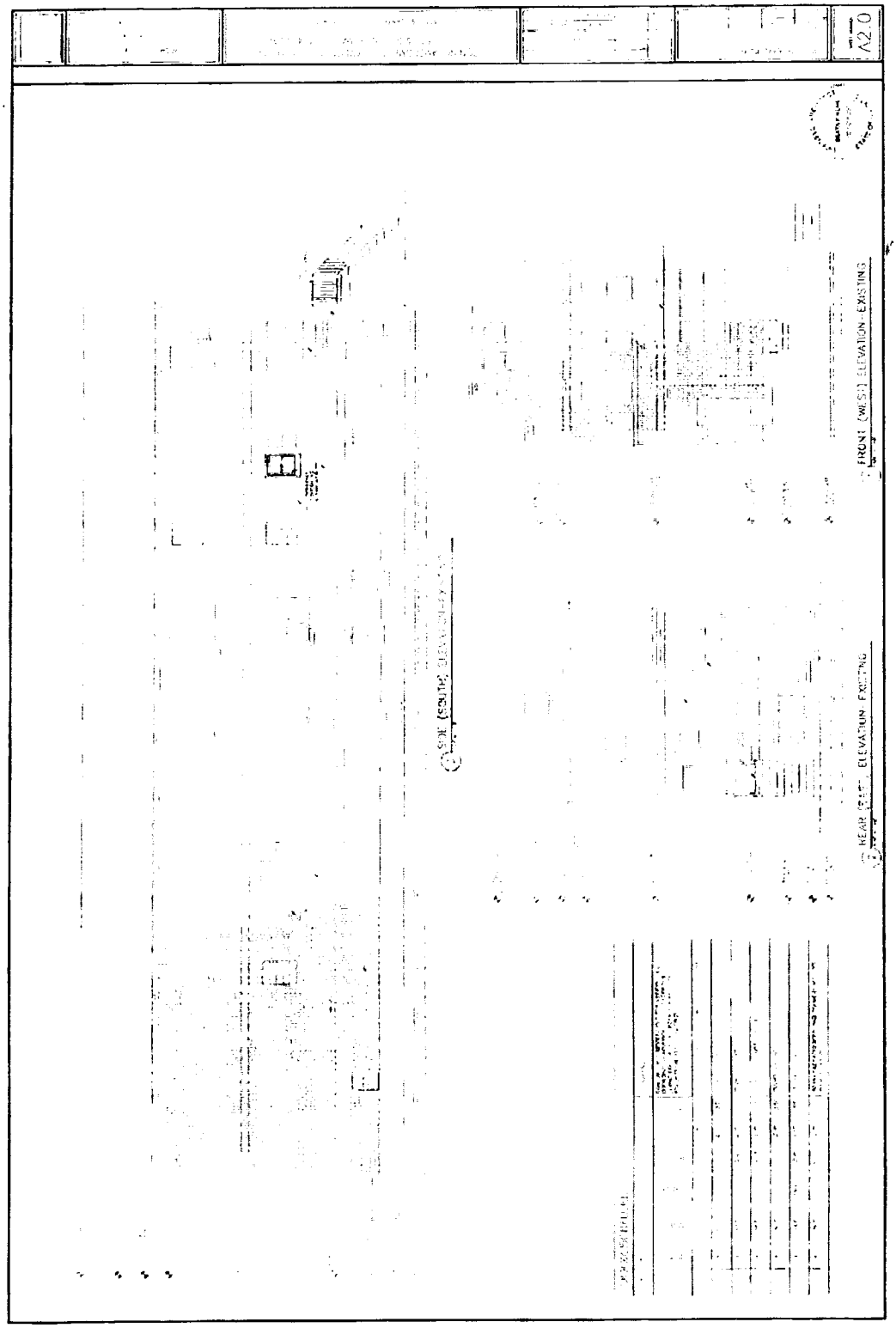
ZONING NARRATIVE FOR 3357 SOUTH CARPENTER STREET, CHICAGO, IL 60608
TYPE 1 NARRATIVE AND PLANS

Use:	Existing 2.5 story residential building containing five (5) dwelling units.
Project's Floor Area:	1.09 (existing)
Project's Density:	5 Dwelling Units, 598.32 SF.
Parking:	Existing two-car garage will remain. The existing building is around 120 years of age. Pursuant to Chapter 17-10-0101-B of the Chicago Zoning Ordinance, since the building will be adding one (1) dwelling unit to the existing four (4) dwelling units, parking is not required for the additional one (1) dwelling unit.
Setbacks:	Front: 0' (existing) Rear: 40.89' (existing) Side Setbacks: ▪ North Side Setback: 0.76' (existing) ▪ South Side Setback: 2.70' (existing)
Building Height:	26'-0 ½" (existing)

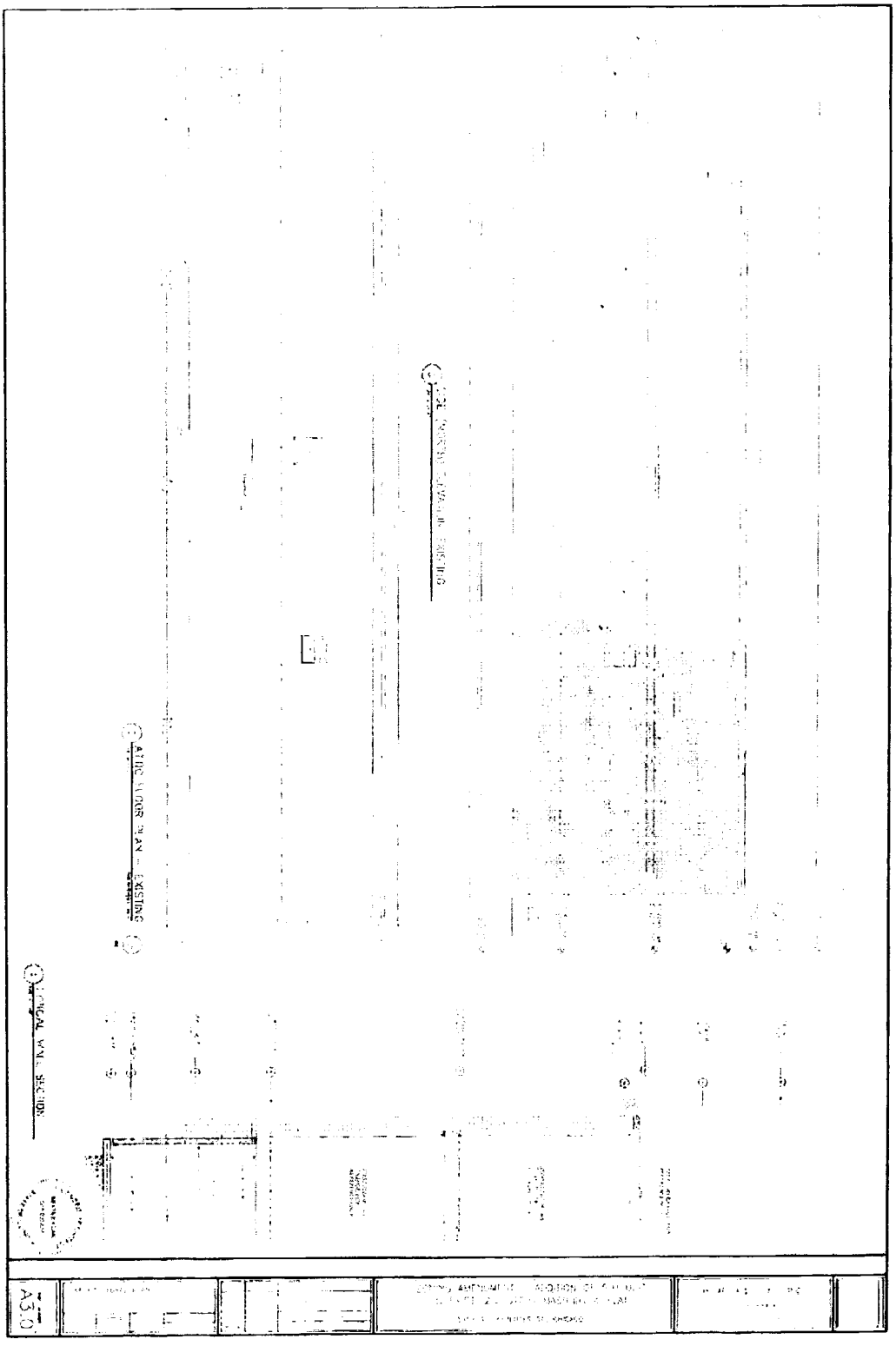

ZONING AMENDMENT - ADDITION OF 5TH UNIT IN
EXISTING 2.5-STORY MASONRY 4-FLAT
3357 S. CARPENTER ST., CHICAGO, ILLINOIS
LOT 35
124.65
REC. & MEAS.
24.00
LOT 36
LOT 37
124.65
REC. & MEAS.
24.00
REC. & MEAS.
S. CARPENTER ST.
INDEX OF DRAWINGS
APPLICABLE CODES
FINAL FOR PUBLICATION



FINAL FOR PUBLICATION


A2.0
FRONT (WEST) ELEVATION - EXISTING
REAR (EAST) ELEVATION - EXISTING
SIDE (SOUTH) ELEVATION - EXISTING
FINAL FOR PUBLICATION

FINAL FOR PUBLICATION



Reclassification Of Area Shown On Map No. 9-G.
(As Amended)
(Application No. 21019T1)
(Common Address: 3322 N. Halsted St.)

[SO2022-1178]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-2 Neighborhood Commercial District symbols as shown on Map Number 9-G in the area generally bounded by:

a line 25 feet south of and parallel to West Buckingham Place; North Halsted Street; a line 50 feet south of and parallel to West Buckingham Place; and the public alley next west of and parallel to North Halsted Street,

to those of a C1-3 Neighborhood Commercial District in accordance with the attached narrative and plans.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.

[Site Plan; 1st Floor Plan; Typical 2nd, 3rd and 4th Floor Plans; and North, South, East and West Building Elevations attached to this ordinance printed on pages 48329 through 48333 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

SUBSTITUTE NARRATIVE AND PLANS
TYPE 1 ZONING MAP AMENDMENT APPLICATION

Applicant: Lion Halsted 3 LLC
Property Location: 3322 North Halsted Street
Proposed Zoning: C1-3 Neighborhood Commercial District
Lot Area: 3,125 square feet

Lion Halsted 3 LLC is the "Applicant" for a Type 1 Zoning Map Amendment for the subject property located at 3320-3322 North Halsted Street from the C1-2 Neighborhood Commercial District to the C1-3 Neighborhood Commercial District in order to authorize the construction of a four-story multi-family residential building containing 7 dwelling units and ground floor commercial space. The Applicant will seek special use approval from the Zoning Board of Appeals to authorize the ground floor residential use.

The site is bounded by an existing 3-story commercial building on the north; Halsted Street on the east; an existing single-story commercial building on the south; and a 16' wide public alley on the west. The subject property contains 3,125 square feet of net site area and is currently vacant and unimproved. The overall project FAR will be 3.14. The Applicant seeks an FAR increase for Transit-Served Locations pursuant to Sec. 17-3-0403-B.

Additionally, a transit-served parking reduction is requested. The proposed project will include 2 off-street vehicular parking spaces and 5 bicycle parking spaces.

Transit-Served Parking Reduction

To qualify for a transit-served parking reduction pursuant to Section 17-13-0905-F, the project:

(a) Must be located within a transit-served location;

The Property is within 1,320 feet of the Belmont CTA Station.

(b) Must comply with the standards of Section 17-3-0500 pertaining to pedestrian streets and pedestrian retail streets;

As depicted on the Type 1 plans, the proposed building meets the design standards set forth in Section 17-3-0504 including with respect to building location, transparency, location of doors and entrances, and parking location.

(c) Must comply with the general goals set forth in the Transit Friendly Development Guide: Station Area Typology, and any other station-specific plans, designs or guidelines adopted by the Chicago Plan Commission;

The Belmont CTA station is designated as a "Major Activity Center" station type. This station typology is intended to be developed at a significant density that supports and provides services for the region and nearby neighborhoods. Potential development opportunities are encouraged to

FINAL FOR PUBLICATION

provide a balance of residential densities with retail or other uses. The proposed multi-family residential building, with 7 dwelling units and ground floor commercial space, only a short walk from the Belmont CTA station, is squarely in line with the Major Activity Center typology and compliant with the Transit-Friendly Development Guide.

(d) The Applicant will actively promote public transit and alternatives to automobile ownership through car sharing programs or other shared modes of transportation; and

The Applicant proposes to provide 5 bicycle parking spaces within the building, thereby promoting bicycle use as an alternative to vehicle ownership. In addition, the nearest Divvy bike-sharing location is located adjacent to the intersection of North Halsted Street and West Roscoe Street, approximately 500 feet north the subject property. The convenience of both secure bicycle storage and access to Divvy bicycle sharing will promote alternatives to car ownership.

(e) The requested reduction will be offset by enhancements to the pedestrian environment that are not otherwise required, such as wider sidewalks, decorative pavement, trees, raised planters, outdoor seating, special lighting, bus shelters or other types of weather protection for pedestrians, transit information kiosks, or other pedestrian amenities.

The Applicant proposes to include one accessible dwelling unit on the ground floor of the proposed residential building. A 2019 report published by the Metropolitan Planning Council found that individuals with disabilities faced significant barriers to accessing safe and reliable public transportation. That report recommended that Chicago enact housing policies to encourage accessible housing near fixed-route transit, such as buses and trains, to increase transit accessibility. The proposal will enhance the pedestrian environment by constructing an accessible dwelling unit within 1,320 feet of the Belmont CTA station, and adjacent to two Route 8 bus stops to both the north and south of the subject property, thereby ensuring that reliable public transportation and decreased automobile dependency are accessible for pedestrians of varying abilities.

Additionally, though currently vacant, the subject property was previously the location of Chicago's first feminist bookstore. After discussions with neighborhood organizations, the Applicant has committed to installing a commemorative plaque on the exterior of the east elevation of the building, to mark the subject property's history and cultural significance. This decorative element is an added pedestrian amenity. The plaque will aid in placemaking and ensure that, for pedestrians or passers-by, local history is preserved and celebrated.

The availability of on-street parking in the vicinity of the project must also be considered when a transit-served location parking reduction is requested. There is metered street parking available on North Halsted street to the west and on West Buckingham Place to the north, and permitted street parking available on West Aldine Avenue to the south.

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NARRATIVE ZONING ANALYSIS

(a) Floor Area and Floor Area Ratio:

i.	Lot Area:	3,125 square feet
ii.	Total Floor Area:	9,812 square feet
iii.	FAR:	3.14 (transit-served location FAR increase)

(b) Density (Lot Area Per Dwelling Unit): 447 square feet (7 dwelling units)

(c) Amount of off-street parking: 2 vehicular spaces (Transit-Served Location parking reduction proposed. Within 1,320 feet of Belmont CTA Red Line station)

5 bicycle parking spaces

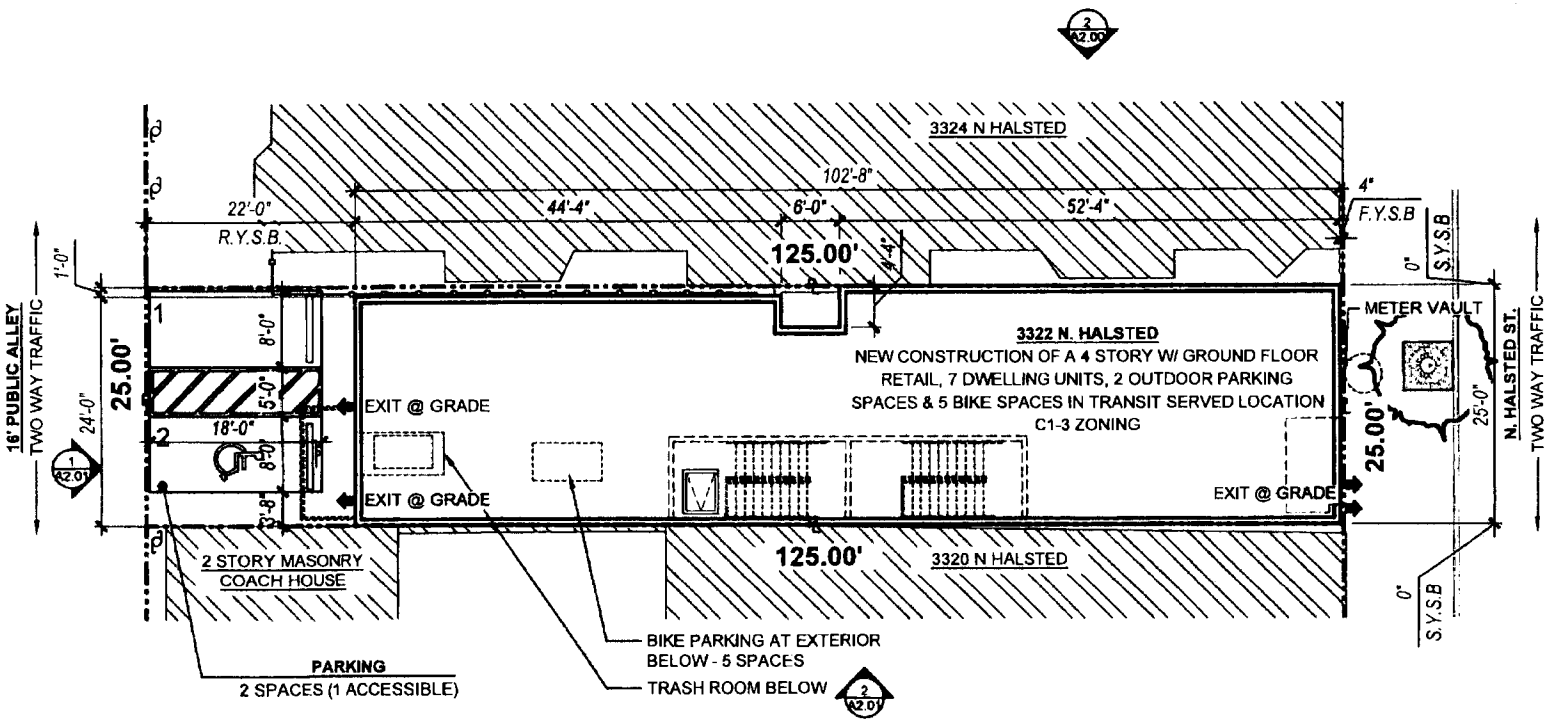
(d) Setbacks:

i.	Front setback:	0 feet 4 inches
ii.	Side setback (north):	0 feet
iii.	Side setback (south):	0 feet
iv.	Rear setback:	22 feet (will seek a variation)

(e) Building height: 43 feet 1 ¼ inches

(f) Off-street Loading: 0 spaces

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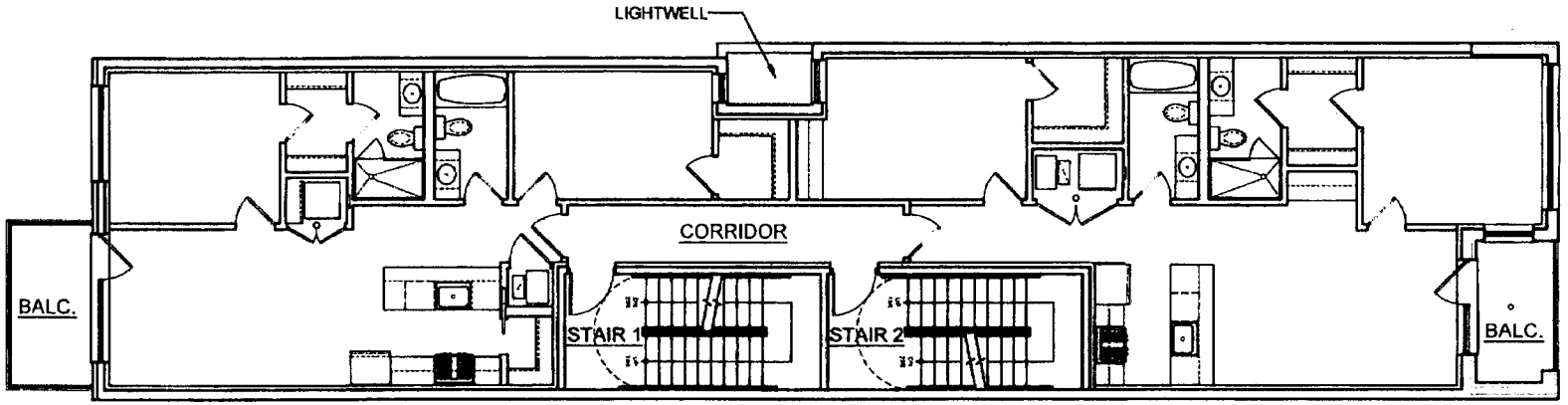
SITE PLAN
SCALE: 1/16" = 1'-0" 0 4' 8' 16' 32'

3322 N HALSTED
3322 N HALSTED ST
CHICAGO, ILLINOIS 60657

SPACE
ARCHITECTS + PLANNERS

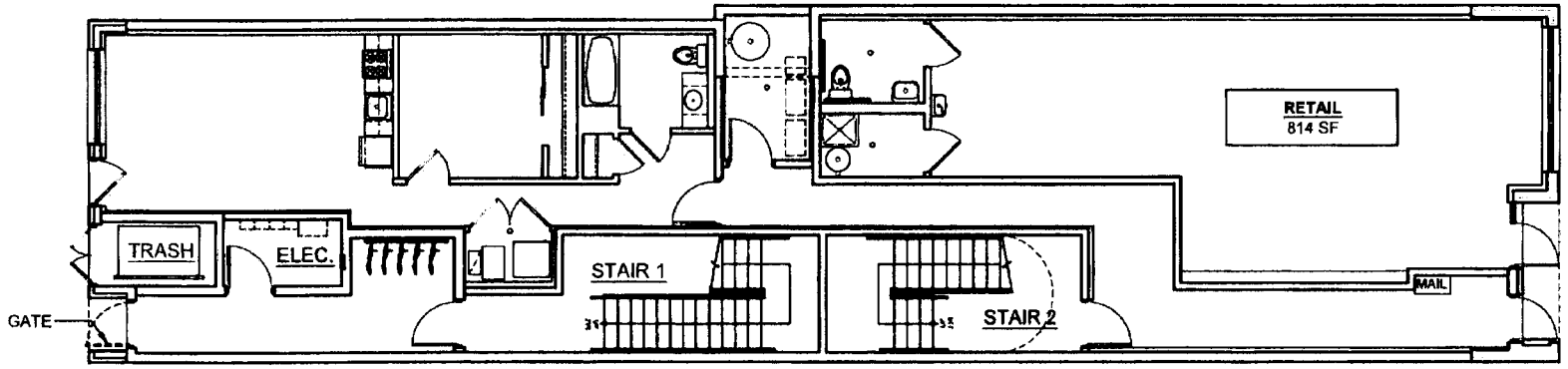
VERSION
A0.1
04.13.2022

FINAL FOR PUBLICATION



TYPICAL FLOOR PLAN (2ND - 4TH)
SCALE: 3/32" = 1'-0"

0 2' 4' 8' 16'



1ST FLOOR PLAN
SCALE: 3/32" = 1'-0"

0 2' 4' 8' 16'

3322 N HALSTED
3322 N HALSTED ST
CHICAGO, ILLINOIS 60657

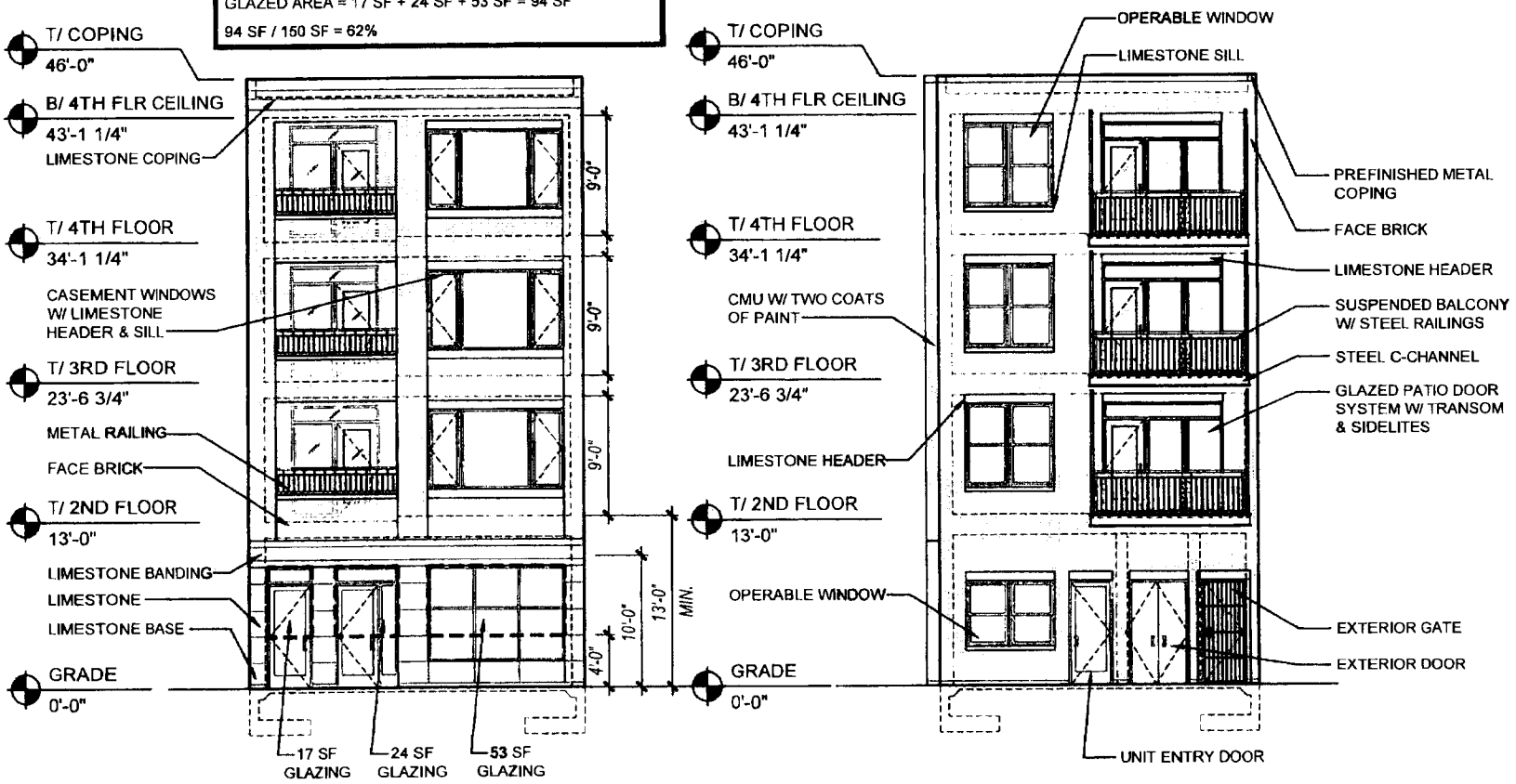
SPACE
ARCHITECTS + PLANNERS

VERSION
A1.0
04.06.2022

FINAL FOR PUBLICATION

PEDESTRIAN STREET TRANSPARENCY CALCULATION:

GLAZED AREA BETWEEN 4'-0" & 10'-0"
ABOVE GRADE = MIN. 60%
TOTAL AREA = 150 SF
GLAZED AREA = 17 SF + 24 SF + 53 SF = 94 SF
94 SF / 150 SF = 62%



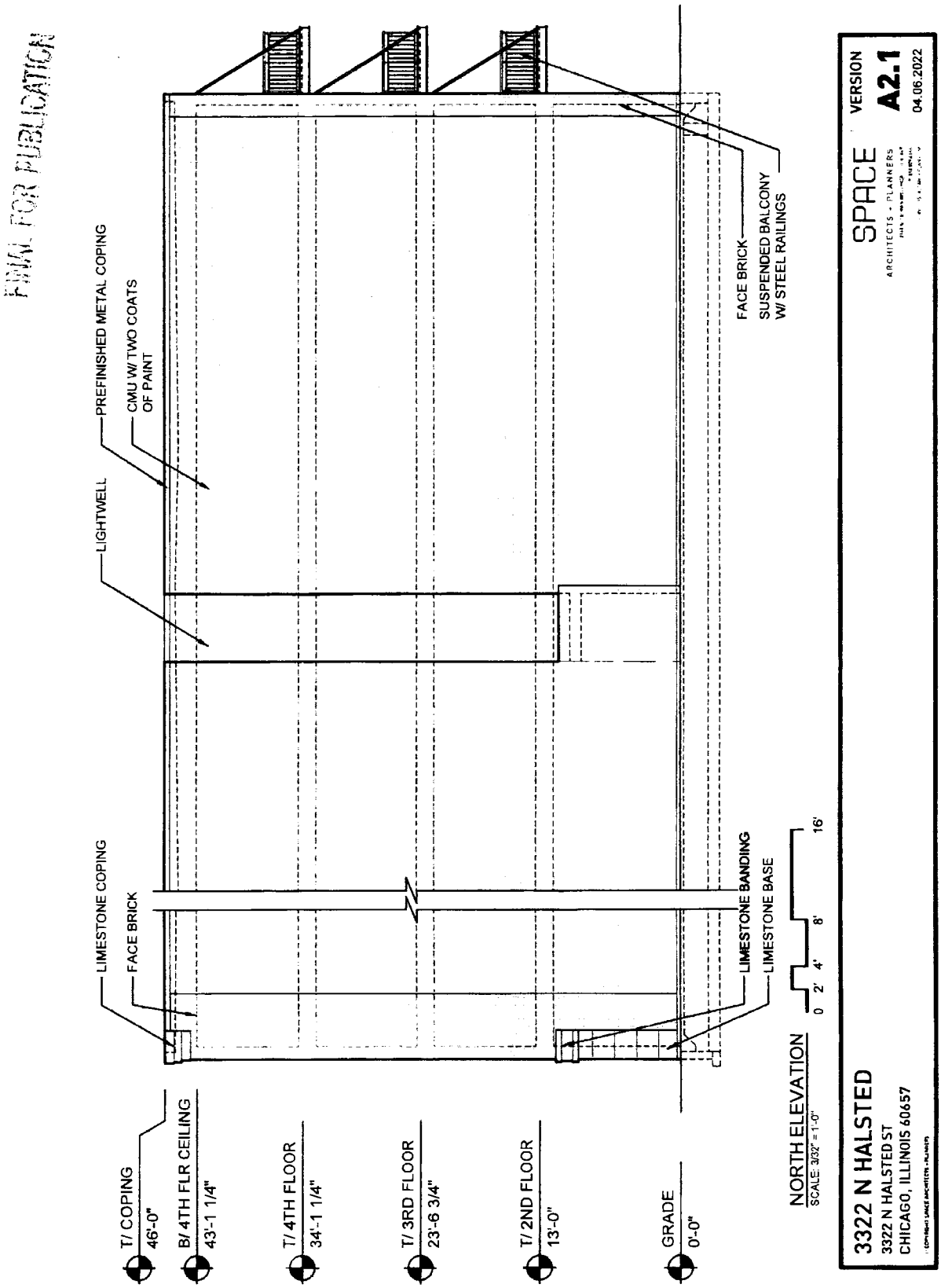
EAST ELEVATION
SCALE: 3/32" = 1'-0"
0 2' 4' 8' 16'

WEST ELEVATION
SCALE: 3/32" = 1'-0"
0 2' 4' 8' 16'

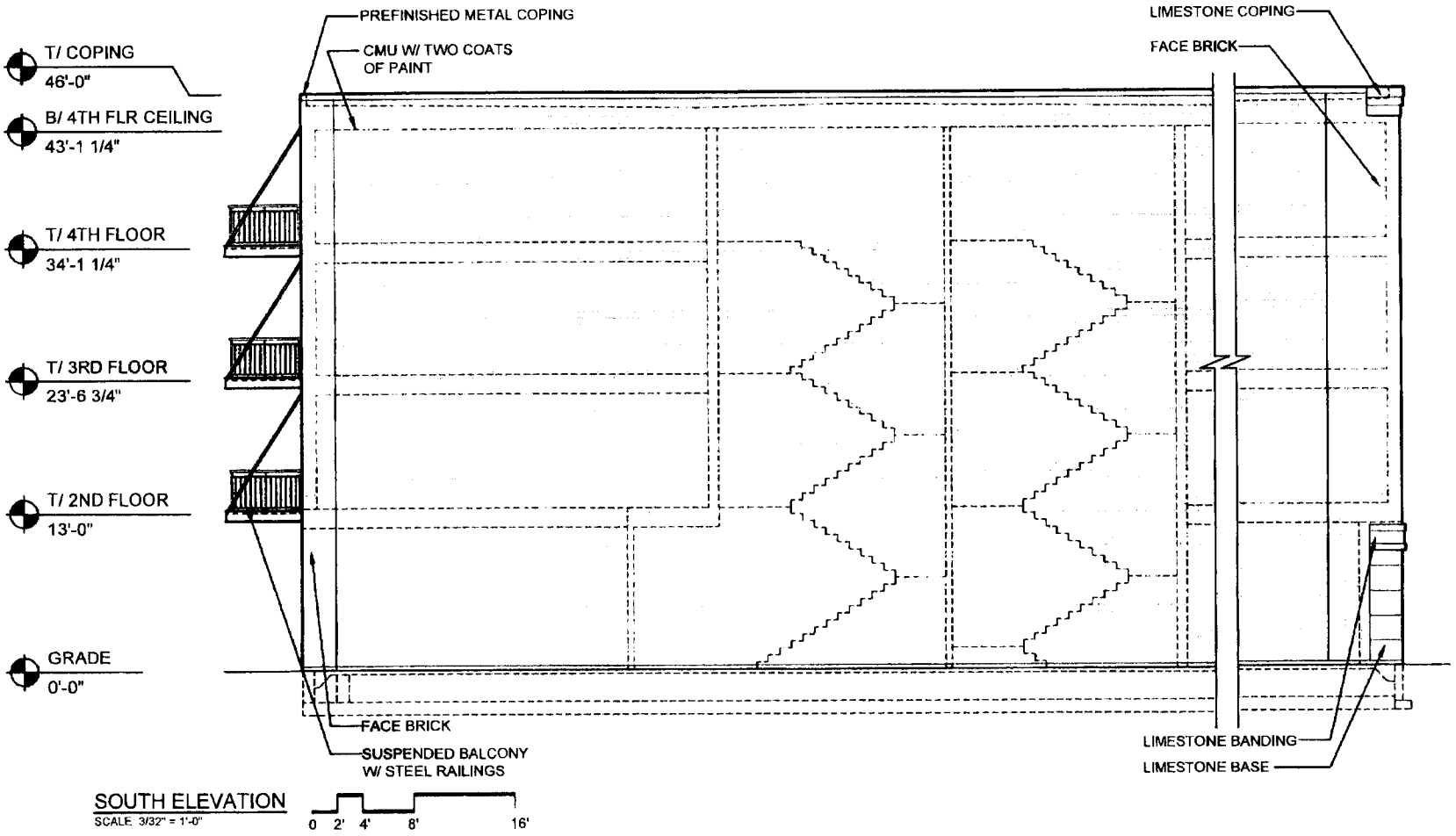
3322 N HALSTED
3322 N HALSTED ST
CHICAGO, ILLINOIS 60657

SPACE
ARCHITECTS + PLANNERS

VERSION
A2.0
04.06.2022


FINAL FOR PUBLICATION
LIMESTONE COPING
FACE BRICK
LIGHTWELL
PREFINISHED METAL COPING
CMU W/ TWO COATS OF PAINT
FACE BRICK
SUSPENDED BALCONY W/ STEEL RAILINGS
LIMESTONE BANDING
LIMESTONE BASE
T/ COPING 46'-0"
B/ 4TH FLR CEILING 43'-1 1/4"
T/ 4TH FLOOR 34'-1 1/4"
T/ 3RD FLOOR 23'-6 3/4"
T/ 2ND FLOOR 13'-0"
GRADE 0'-0"
NORTH ELEVATION
SCALE: 3/32" = 1'-0"
0 2' 4' 8' 16'
SPACE
ARCHITECTS - PLANNERS
VERSION A2.1
04.06.2022
3322 N HALSTED
3322 N HALSTED ST
CHICAGO, ILLINOIS 60657

FINAL FOR PUBLICATION



SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

0 2' 4' 8' 16'

3322 N HALSTED
3322 N HALSTED ST
CHICAGO, ILLINOIS 60657

SPACE
ARCHITECTS + PLANNERS

VERSION
A2.2
04.06.2022

Reclassification Of Area Shown On Map No. 9-H.
(Application No. 21018)
(Common Address: 3904 N. Hamilton Ave.)

[O2022-1177]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing the current RS3 Residential Single-Unit (Detached House) District as shown on Map Number 9-H in the area bounded by:

a line 70.47 feet north of and parallel to West Byron Street; North Hamilton Avenue; a line 40.47 feet north of and parallel to West Byron Street; and the public alley next west of and parallel to North Hamilton Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 9-H.
(As Amended)
(Application No. 20922T1)
(Common Address: 1647 -- 1649 W. Irving Park Rd.)

[SO2022-315]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 9-H in the area bounded by:

West Irving Park Road; a line 156.05 feet east of and parallel to North Paulina Street; the alley next south of and parallel to West Irving Park Road; and a line 106.06 feet east of and parallel to North Paulina Street,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Basement, First, Second, Third and Fourth Floor Plans; Roof Plan; Front Elevations (Lowered as Requested); and Front Elevation (Original) attached to this ordinance printed on pages 48336 through 48343 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

Application No. 20922-T1

17-13-0303-C (1) Narrative Zoning Analysis – *Substitute Narrative & Plans*
1647-1649 West Irving Park Road, Chicago, Illinois

Proposed Zoning: B2-3 Neighborhood Mixed-Use District

Lot Area: 6,250 square feet

Proposed Land Use: The subject property consists of two contiguous lots of record. The west parcel (*Lot 6*) is presently improved with a two-and-half-story multi-unit *residential* building (at the front) and a two-story *residential* building (at the rear), while the east parcel (*Lot 5*) is presently improved with a two-and-half-story multi-unit *residential* building and a detached garage. The existing improvements are *non-conforming* under the current Zoning Ordinance. The Applicant is seeking a *Zoning Map Amendment* in order to raze the existing *non-conforming* structures and to redevelop the site, in its entirety, with a new four-story (with basement) multi-unit *residential* building. The new proposed building will feature a total of eight (8) dwelling units, located on and between the Basement thru 4th Floors. The programming for the new proposed development calls for the provision of parking for three (3) vehicles within the interior of the building (Basement), as well as the erection of two (2) detached garages, which – together, will provide enclosed parking for an additional five (5) vehicles. So that the new proposed development will provide off-street parking for a total of eight (8) vehicles. The design for the new development also includes a rooftop deck above the 4th Floor, which will be accessed via two small stair enclosures. The new proposed building will measure 47-feet in height (*to the underside ceiling of the 4th Floor*) and will be masonry in construction.

(A) The Project's Floor Area Ratio: 12,376 square feet square feet (2.0 FAR)

(B) The Project's Density (Lot Area Per Dwelling Unit): 8 dwelling units (781.25 square feet per dwelling unit)

(C) The amount of off-street parking: 8 vehicular spaces

(D) Setbacks:
a. Front Setback: 7 foot-0 inches
b. Rear Setback: 37 feet-8 inches
c. Side Setbacks:
East: 3 feet-0 inches
West: 3 feet-0 inches

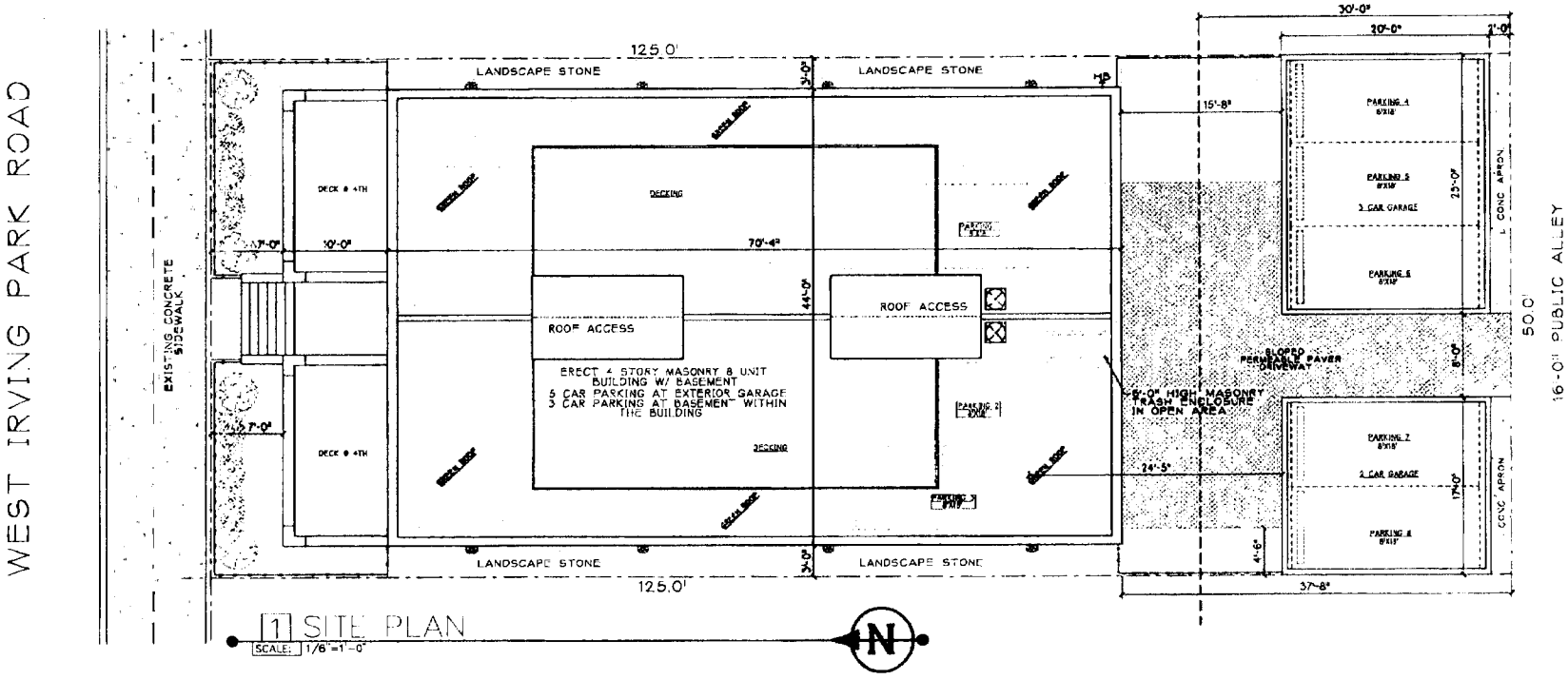
**The Applicant will seek any additional relief that may be necessary to bring the proposed setbacks and/or rear yard open space into compliance with the current Zoning Ordinance.*

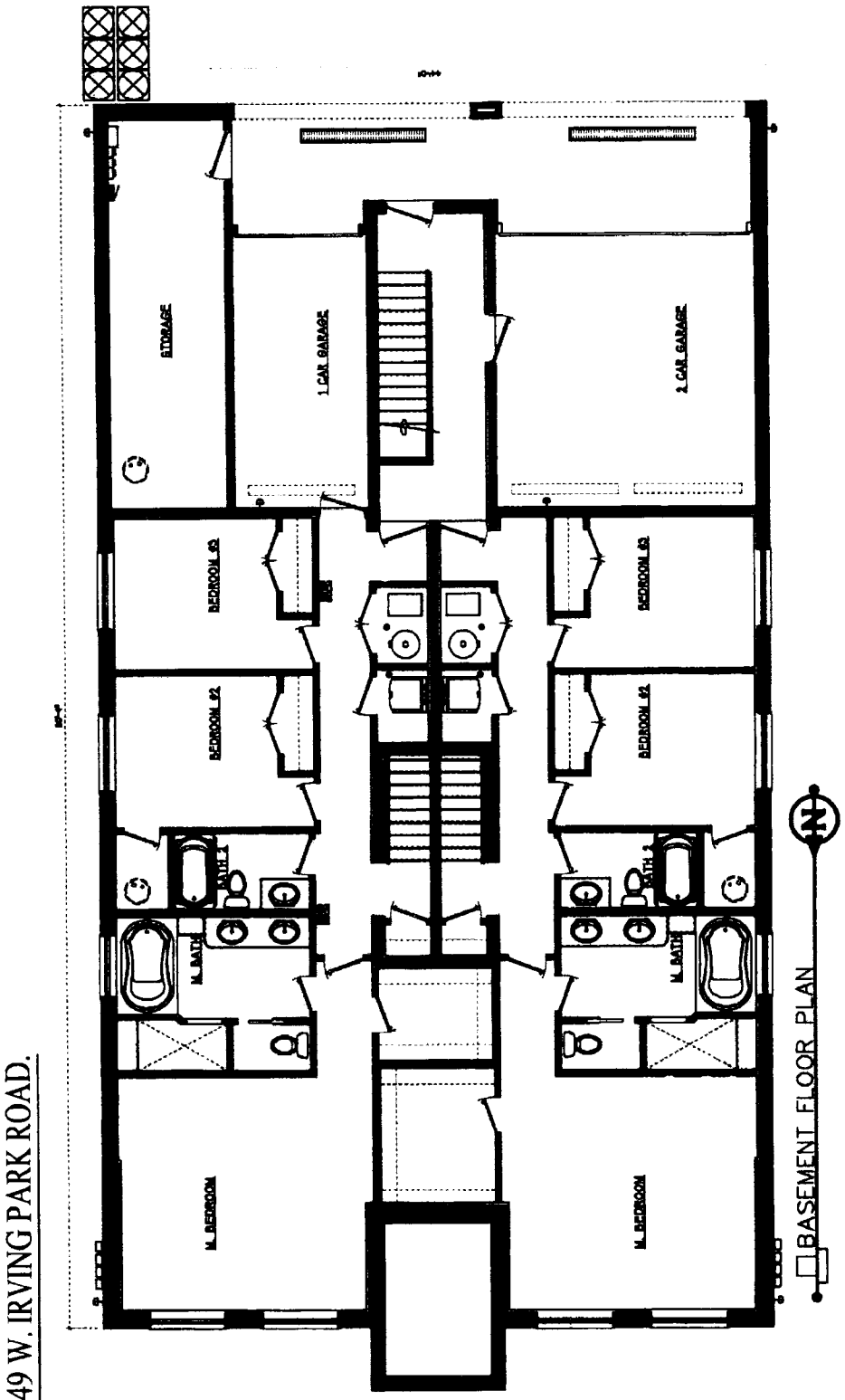
(E) Building Height: 47 feet-0 inches (*underside-ceiling of 4th Floor*)

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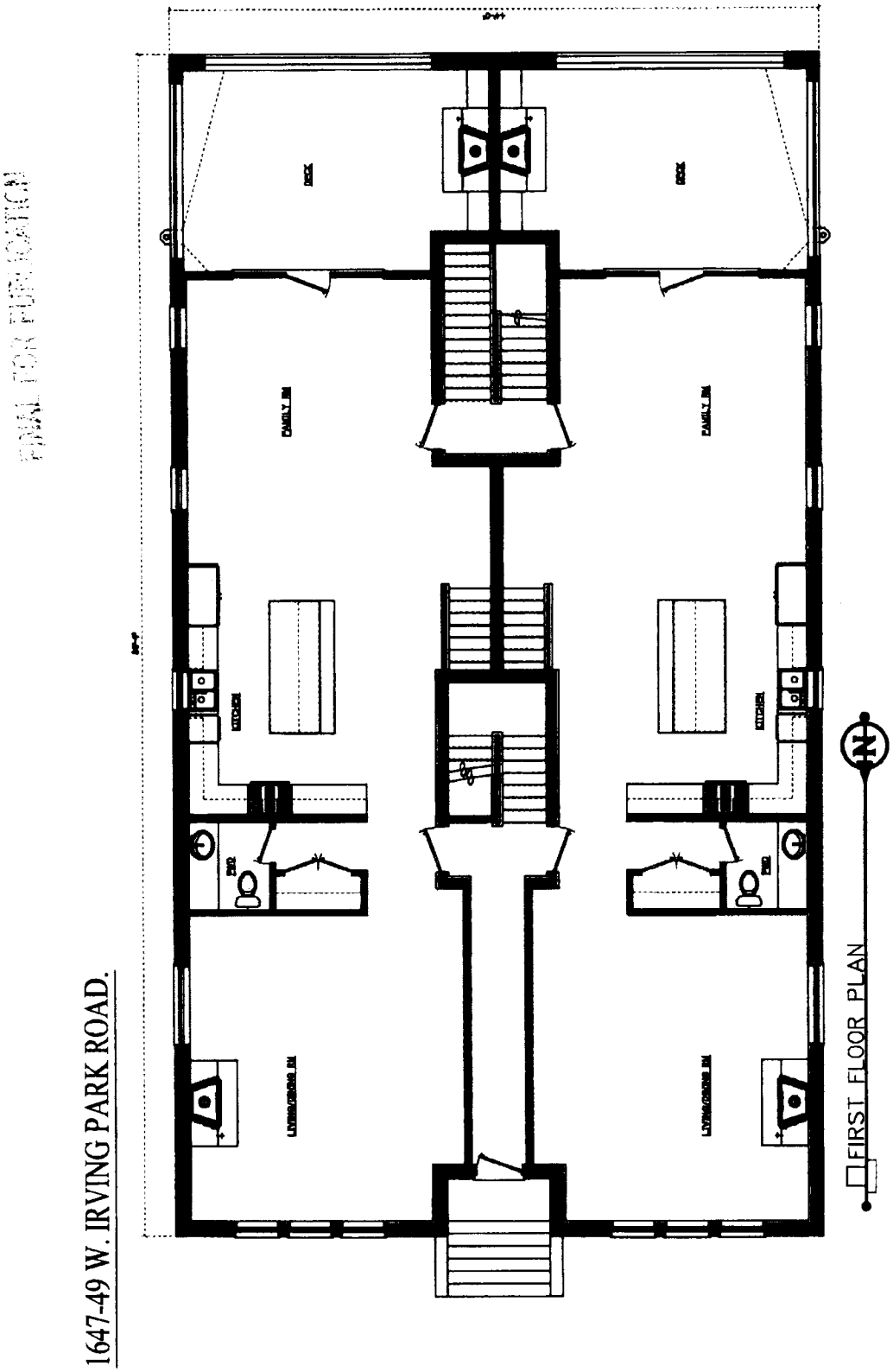
1647-49 W. IRVING PARK ROAD.

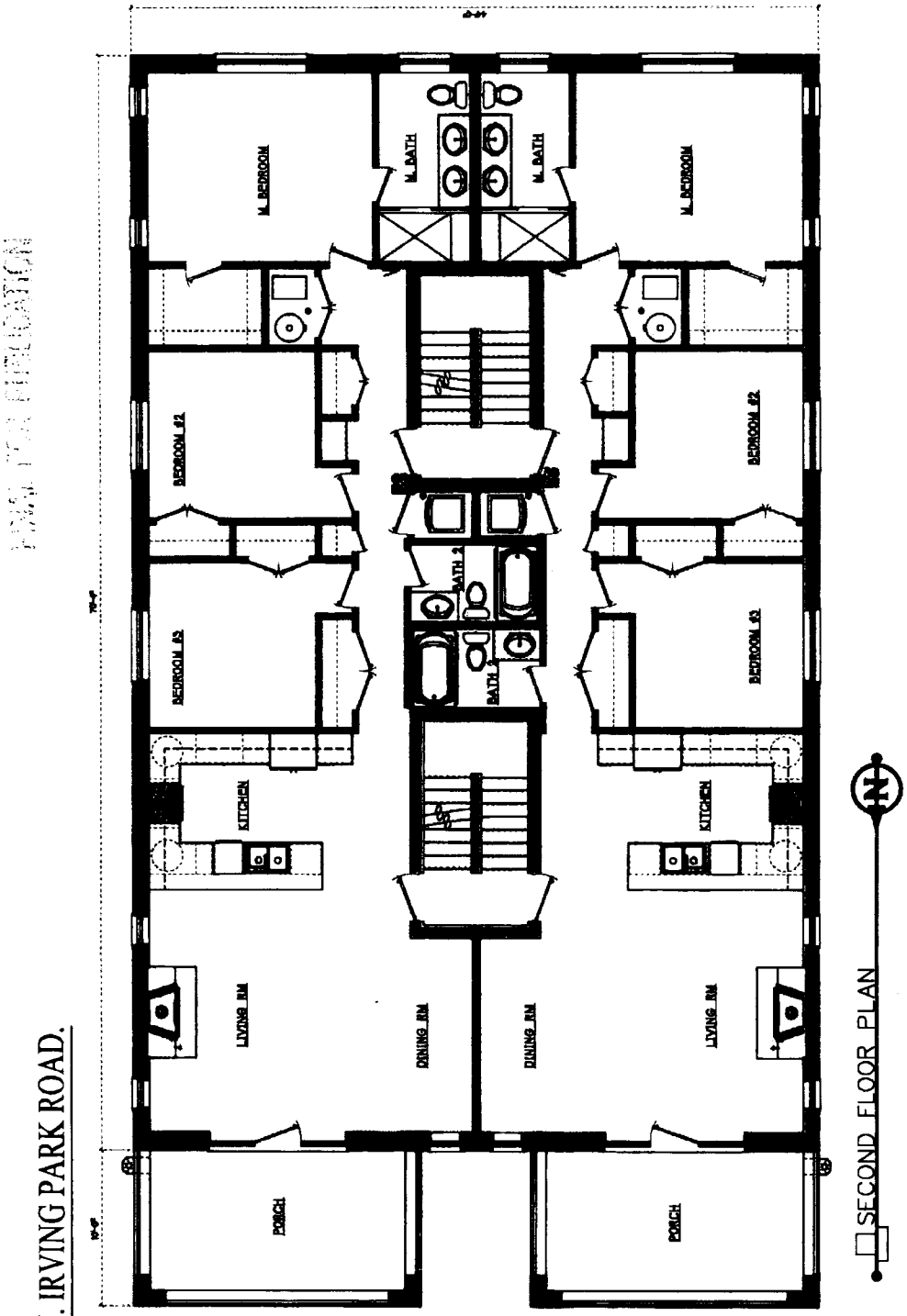
PROPOSED 8 UNIT, 4 STORY BUILDING WITH BASEMENT AND ATTACHED 3 CAR GARAGE. BUILDING TO HAVE ROOF ACCESS AND 5 EXTERIOR PARKING SPACES WITHIN TWO ACCESSORY GARAGES.



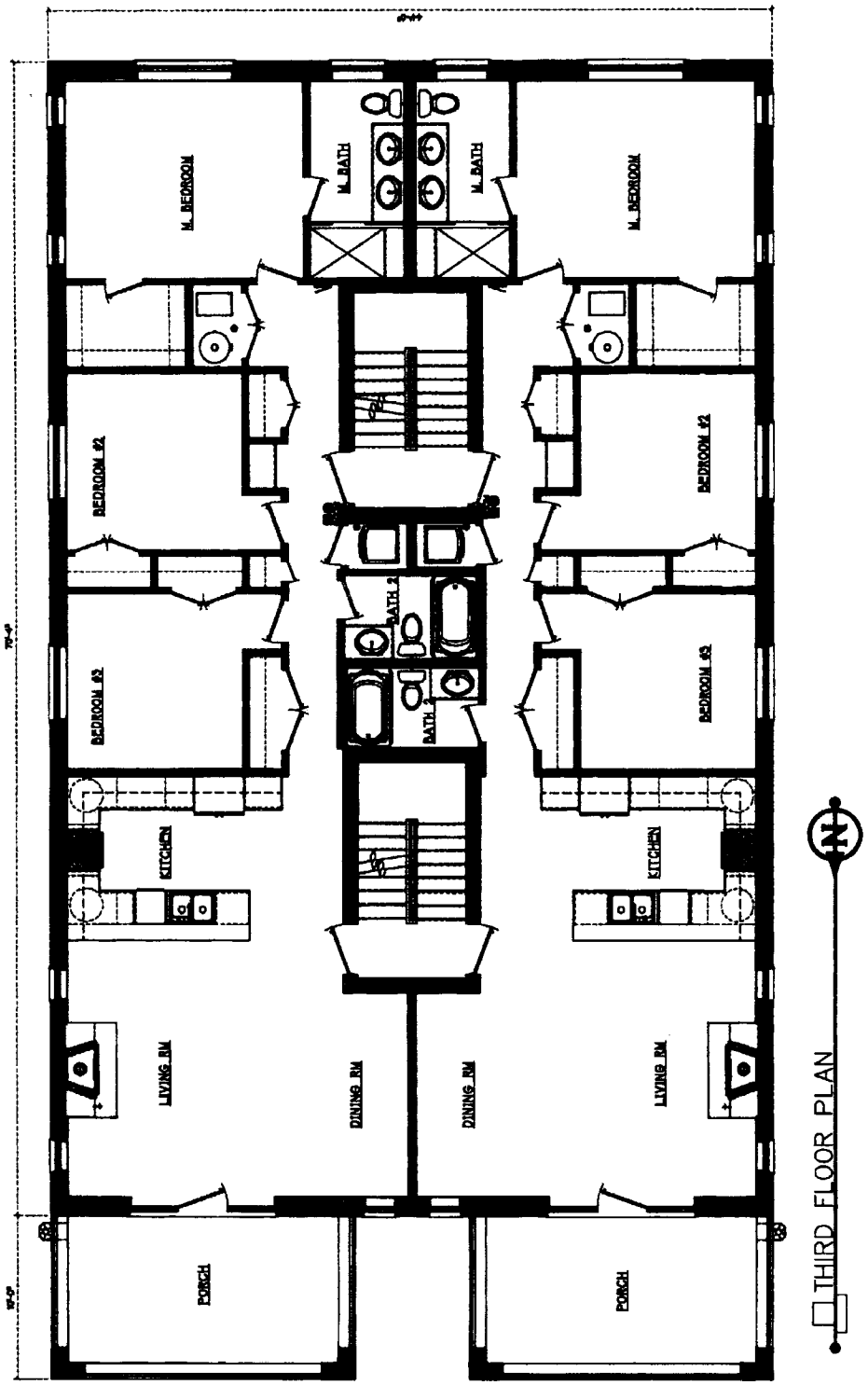


1647-49 W. IRVING PARK ROAD.


FINAL FOR PUBLICATION
1647-49 W. IRVING PARK ROAD.
FIRST FLOOR PLAN
N



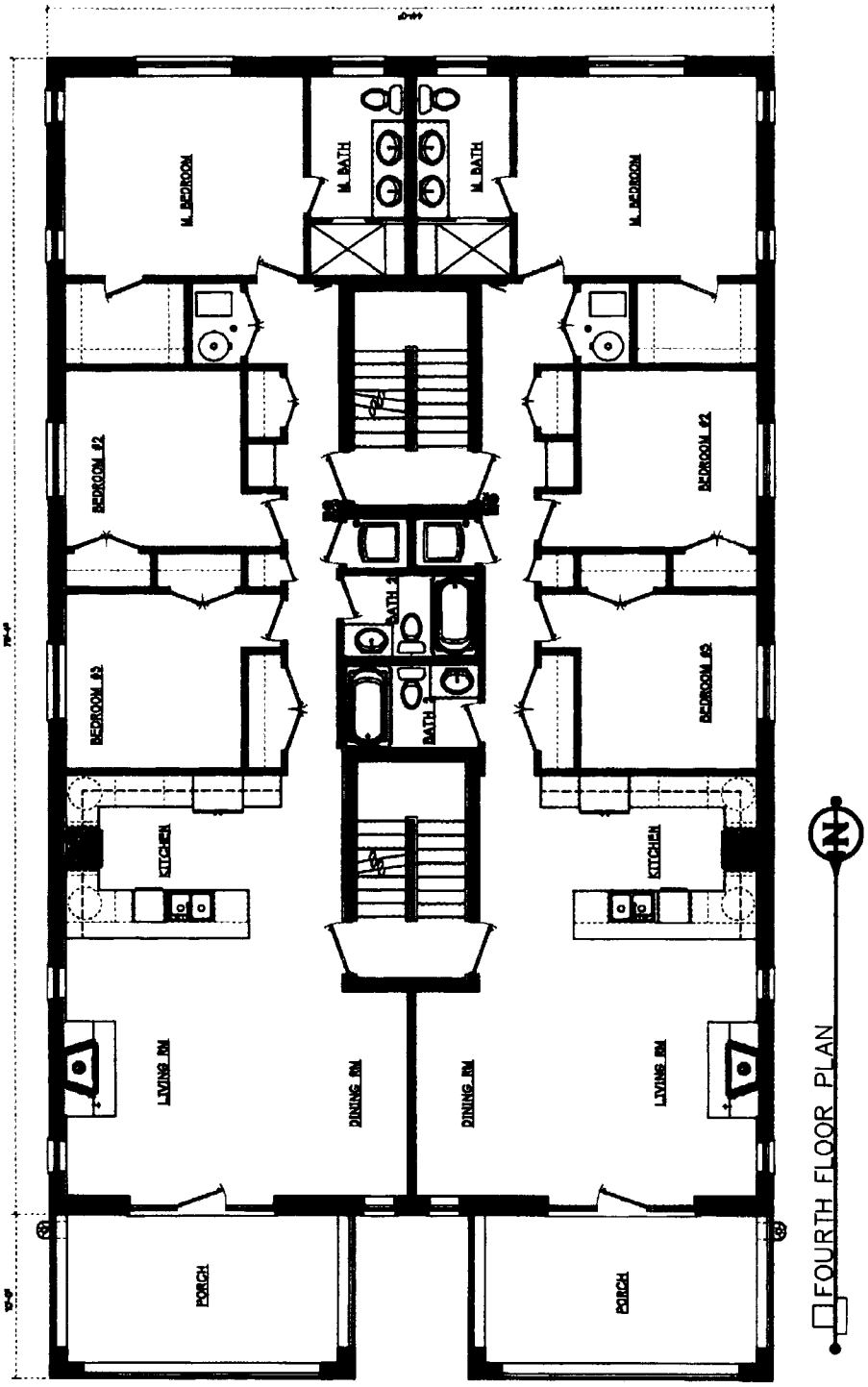
1647-49 W. IRVING PARK ROAD.



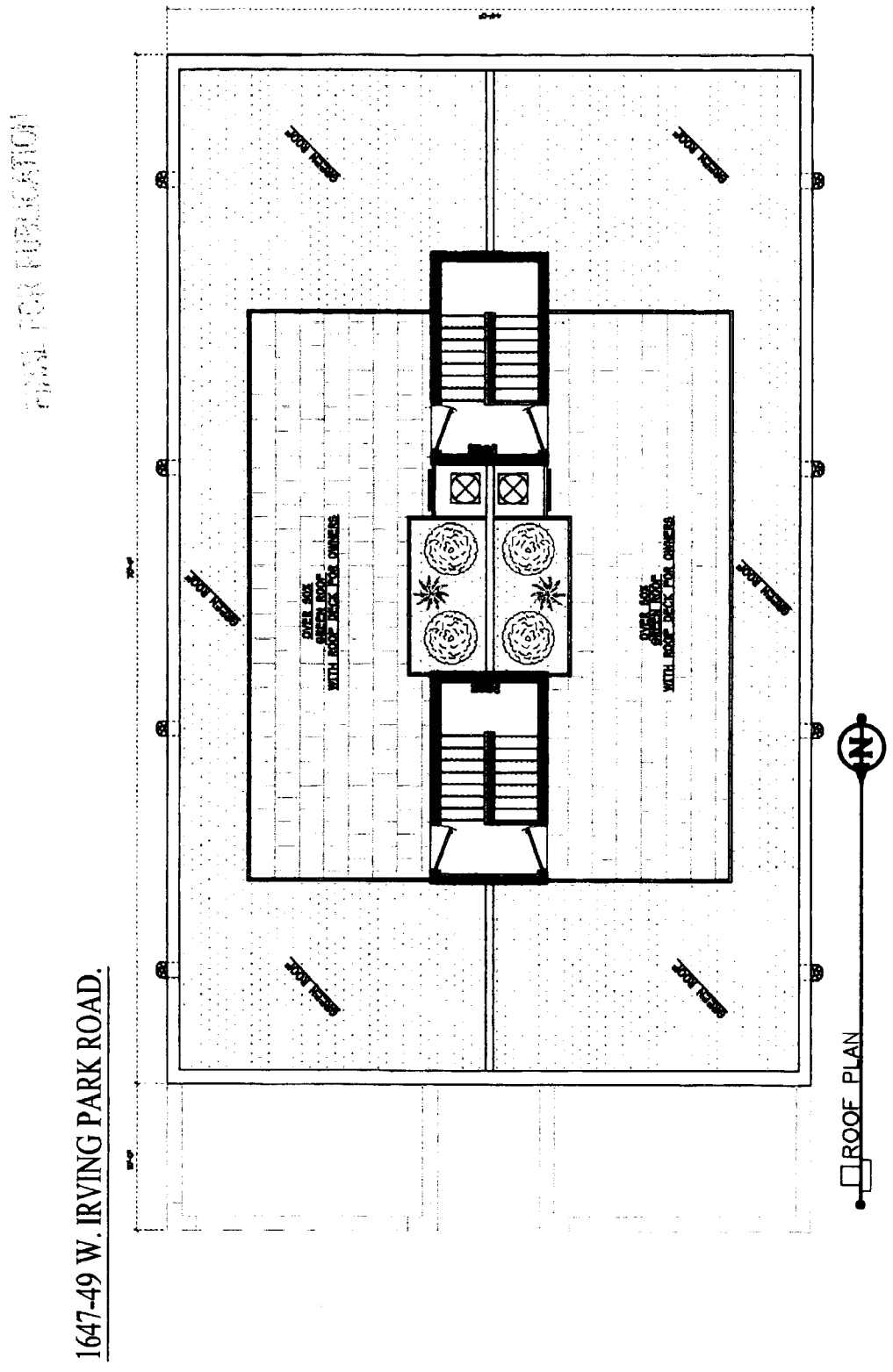
THIRD FLOOR PLAN

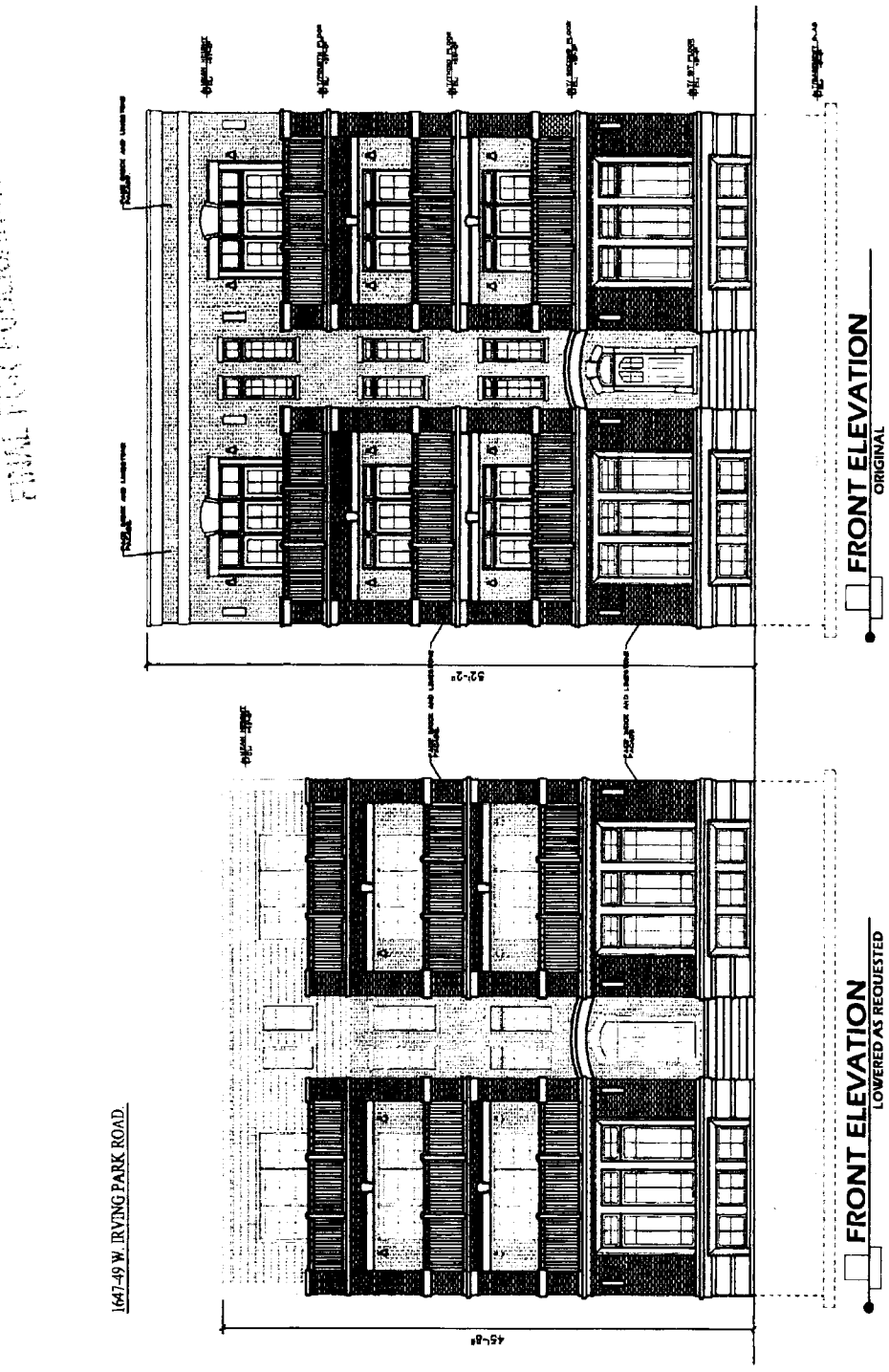
1647-49 W. IRVING PARK ROAD.

1647-49 W. IRVING PARK ROAD.



FOURTH FLOOR PLAN


ROOF PLAN
1647-49 W. IRVING PARK ROAD.


FRONT ELEVATION
ORIGINAL
FRONT ELEVATION
LOWERED AS REQUESTED
1647-49 W. IRVING PARK ROAD

Reclassification Of Area Shown On Map No. 9-I.
(Application No. 21005)
(Common Address: 3318 N. Troy St.)

[O2022-1043]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 9-I in an area bounded by:

a line 350 feet south of and parallel to West Roscoe Street; North Troy Street; a line 375 feet south of and parallel to West Roscoe Street; and the alley next west of and parallel to North Troy Street,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.

Reclassification Of Area Shown On Map No. 9-J.
(Application No. 21004)
(Common Address: 3614 N. Kedzie Ave.)

[O2022-1042]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 9-J in the area bounded by:

a line 166 feet north of and parallel to West Addison Street; North Kedzie Avenue; the alley next north of and parallel to West Addison Street; and the alley next west of and parallel to North Kedzie Avenue,

to those of a C1-1 Neighborhood Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 9-K.
(Application No. 20998)
(Common Address: 4209 -- 4211 W. Roscoe St.)

[O2022-1161]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 9-K in the area bounded by:

West Roscoe Street; a line 73.28 feet west of and parallel to North Keeler Avenue; the alley next south of and parallel to West Roscoe Street; and a line 121.28 feet west of and parallel to North Keeler Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 10-E.
(Application No. 20997)
(Common Address: 78 E. 47th St., Also Known As 4648 S. Michigan Ave.)

[O2022-1160]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B2-3 Neighborhood Mixed-Use and the RM5 Residential Multi-Unit District symbols and indications as shown on Map Number 10-E in an area bounded by:

East 46th Street; South Michigan Avenue; East 47th Street; and South Wabash Avenue,

to those of a C1-3 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and due publication.

Reclassification Of Area Shown On Map No. 11-H.
(Application No. 21011)
(Common Address: 2176 W. Eastwood Ave.)

[O2022-1107]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 11-H in the area bounded by:

a line 37.44 feet east of and parallel to North Leavitt Street; a line 94.55 feet north of and parallel to West Eastwood Avenue; a line 74.88 feet east of and parallel to North Leavitt Street; and West Eastwood Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 11-H.
(Application No. 21021)
(Common Address: 4748 -- 4756 N. Oakley Ave. And 2301 -- 2305 W. Lawrence Ave.)

[O2022-1192]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 11-H in the area bounded by:

West Lawrence Avenue; North Oakley Avenue; the public alley next south of and parallel to West Lawrence Avenue; the public alley next west of North Oakley Avenue; a line 60 feet south of and parallel to West Lawrence Avenue; and a line 67 feet west of and parallel to North Oakley Avenue,

to the designation of a C1-1 Neighborhood Commercial District, as amended, and a corresponding use district which is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from after its passage and due publication.

Reclassification Of Area Shown On Map No. 11-L.
(Application No. 21017T1)
(Common Address: 4415 N. Milwaukee Ave.)

[O2022-1176]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 11-L in the area bounded by:

the public alley next northeast of and parallel to North Milwaukee Avenue; a line 205.30 feet southwest of West Agatite Avenue, as measured along the northeast line of North Milwaukee Avenue and perpendicular thereto; North Milwaukee Avenue; and a line 105.30 feet southwest of West Agatite Avenue, as measured along the northeast line of North Milwaukee Avenue and perpendicular thereto,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan (New); First Floor Plan; Typical Floor Plan; Typical Floor Plan Dimension; and East and West Building Elevations attached to this ordinance printed on pages 48349 through 48354 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

PROJECT NARRATIVE AND PLANS

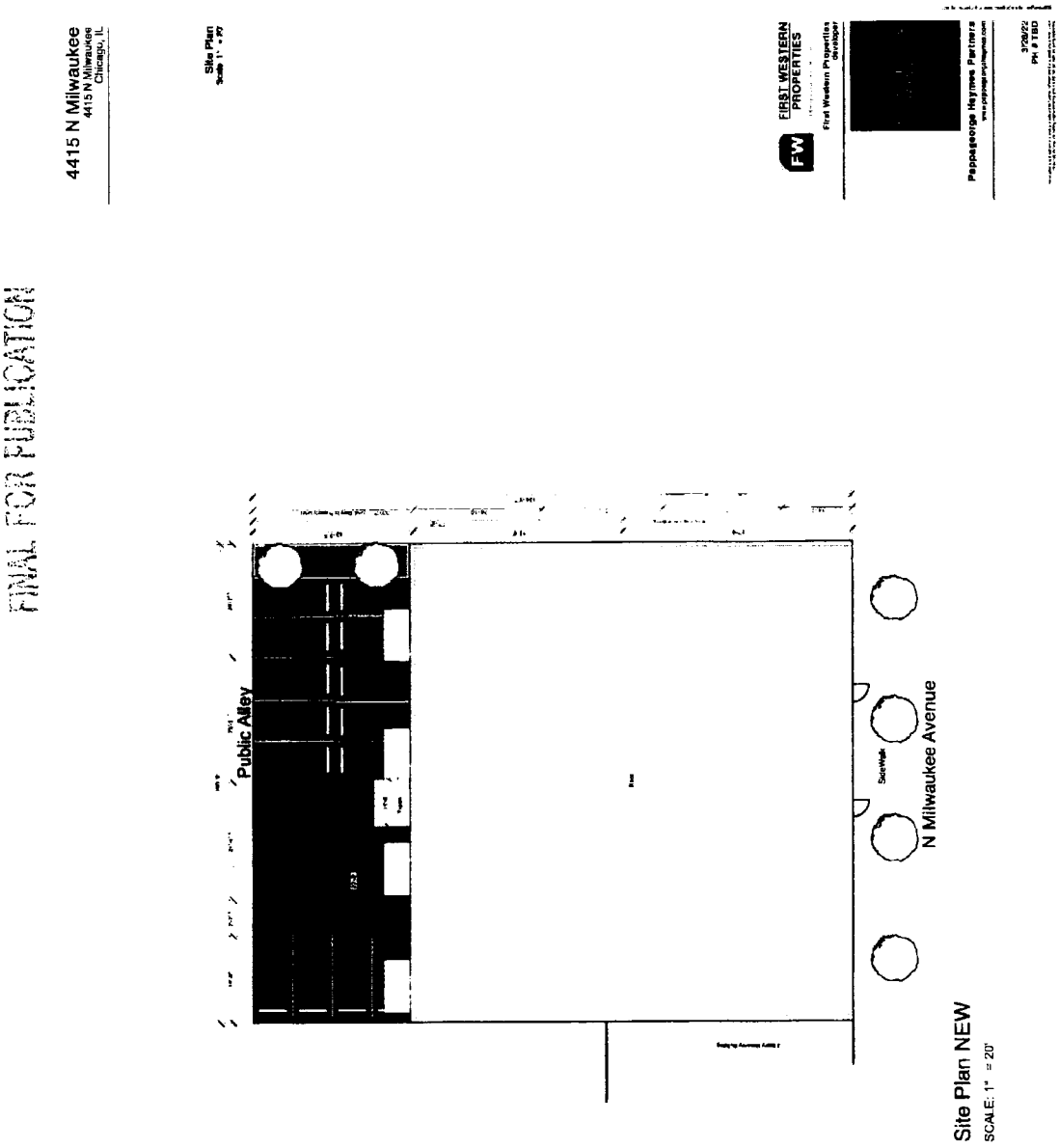
TYPE 1 ZONING AMENDMENT

4415 N. MILWAUKEE

B3-2 Community Shopping District and Multi-Unit District to a B2-3 Neighborhood Mixed-Use District.

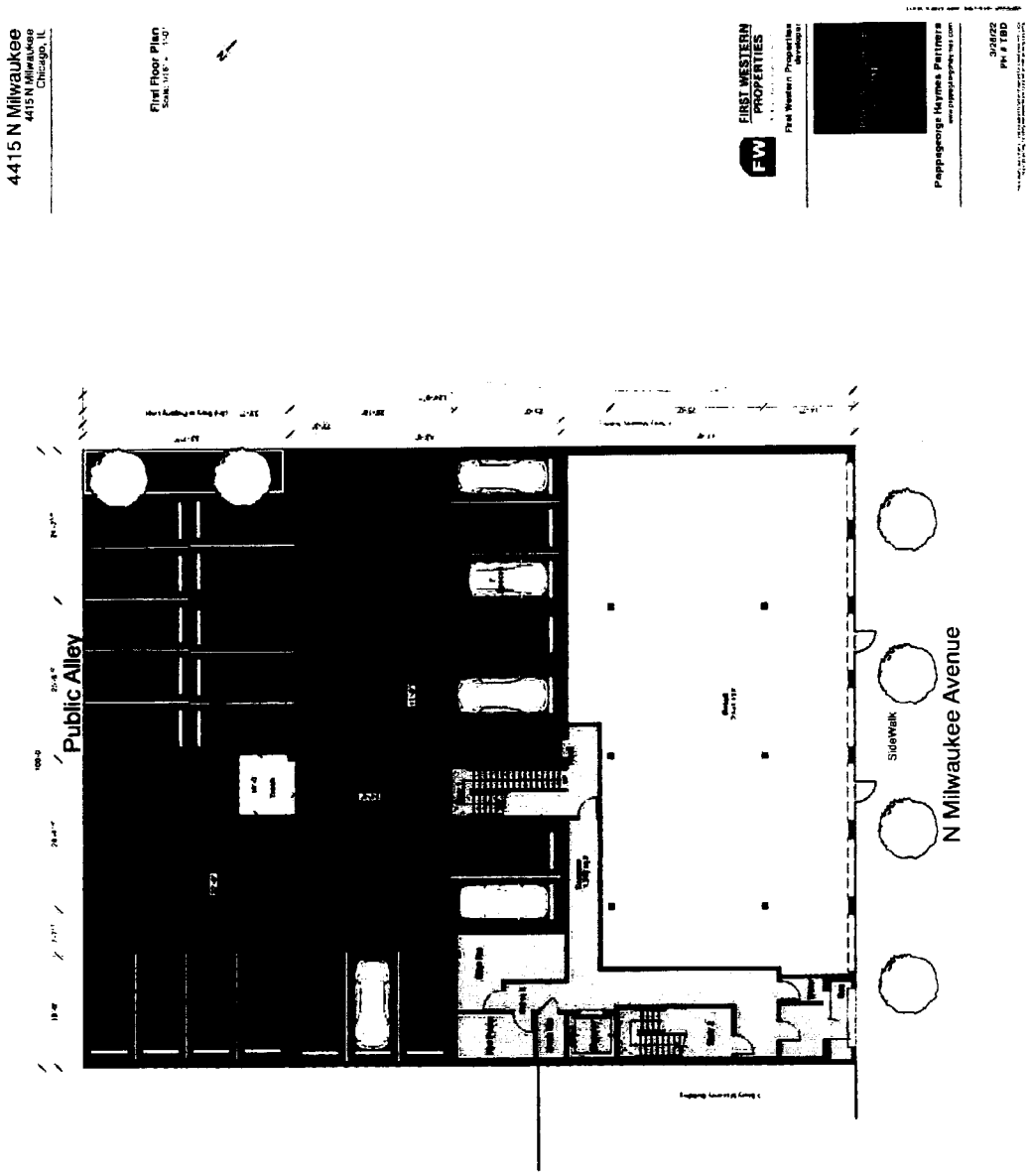
The purpose of the rezoning is to construct a mixed-use building containing 24 dwelling units with 8 indoor parking spaces and 16 outdoor parking spaces on a vacant lot. There will be 3,601 square feet of commercial space. The height of the building will be 52'10".

	PROPOSED
Lot Area	12,500 SF
Density - MLA	520
Off Street Parking	24
Rear Setback	33 feet, 6 inches
Side (West) Setback	0 feet
Side (East) Setback	0 feet
Front Setback	0 foot
FAR	2.50
Building Height	52 feet 10 inches



FINAL FOR PUBLICATION

FINAL FOR PUBLICATION



4415 N Milwaukee
4415 N Milwaukee
Chicago, IL

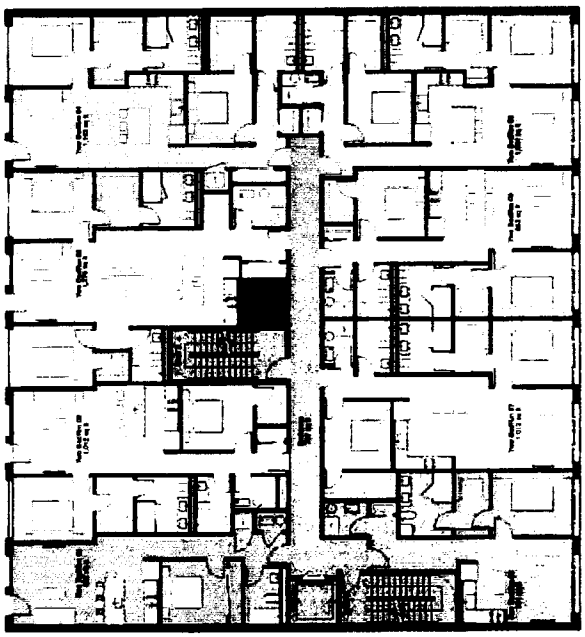
Typical Floor Plan
Scale: 1/16" = 1'-0"

FIRST WESTERN PROPERTIES

First Western Properties
Developer

Pappageorge Haymes Partners

1/28/22
PH # 1160



4415 N Milwaukee
4415 N Milwaukee
Chicago, IL

Typical Floor Plan Dimension
Scale: 1/16" = 1'-0"

FIRST WESTERN PROPERTIES

First Western Properties

Pappageorge Haymes Partners

3/28/22
PH #180

FINAL FOR PUBLICATION

4415 N Milwaukee
4415 N Milwaukee
Chicago, IL
East Elevation
FIRST WESTERN PROPERTIES
Pappageorge Haymes Partners
Ceiling +51'-0"
4th Floor +39'-0"
3rd Floor +27'-0"
2nd Floor +15'-0"
1st Floor ±0"
East Elevation
SCALE: 1/32" = 1'-0"
0
16'
24'

FINAL FOR PUBLICATION

Reclassification Of Area Shown On Map No. 13-G.
(As Amended)
(Application No. 21024T1)
(Common Address: 854 W. Castlewood Terr.)

[SO2022-1211]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS1 Residential Single-Unit (Detached House) District symbols as shown on Map Number 13-G in the area bounded by:

a line 114.00 feet north of and parallel to West Castlewood Terrace; a line 650.00 feet east and parallel to North Sheridan Road; West Castlewood Terrace; and a line 600.00 feet east of and parallel to North Sheridan Road,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Code Matrix, Notes and Site Plan; Proposed and Existing Basement, First, Second and Third Floor Plans; Porch Elevation; and Wall Section and Details attached to this ordinance printed on pages 48357 through 48362 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

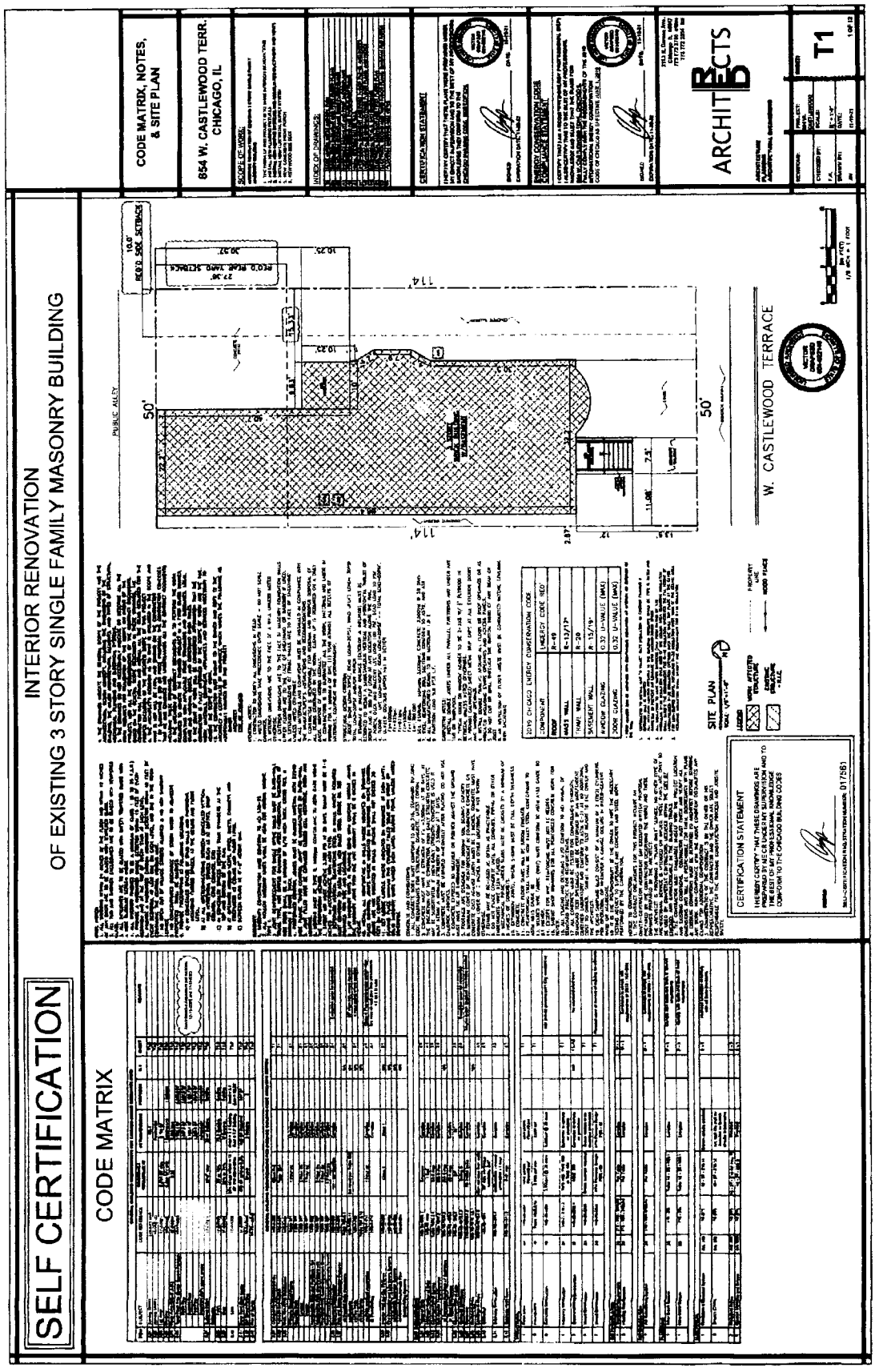
FINAL FOR PUBLICATION

Substitute Narrative And Plans
For A Type 1 Zoning Amendment
At 854 West Castlewood Terrace
From RS1 To RT4

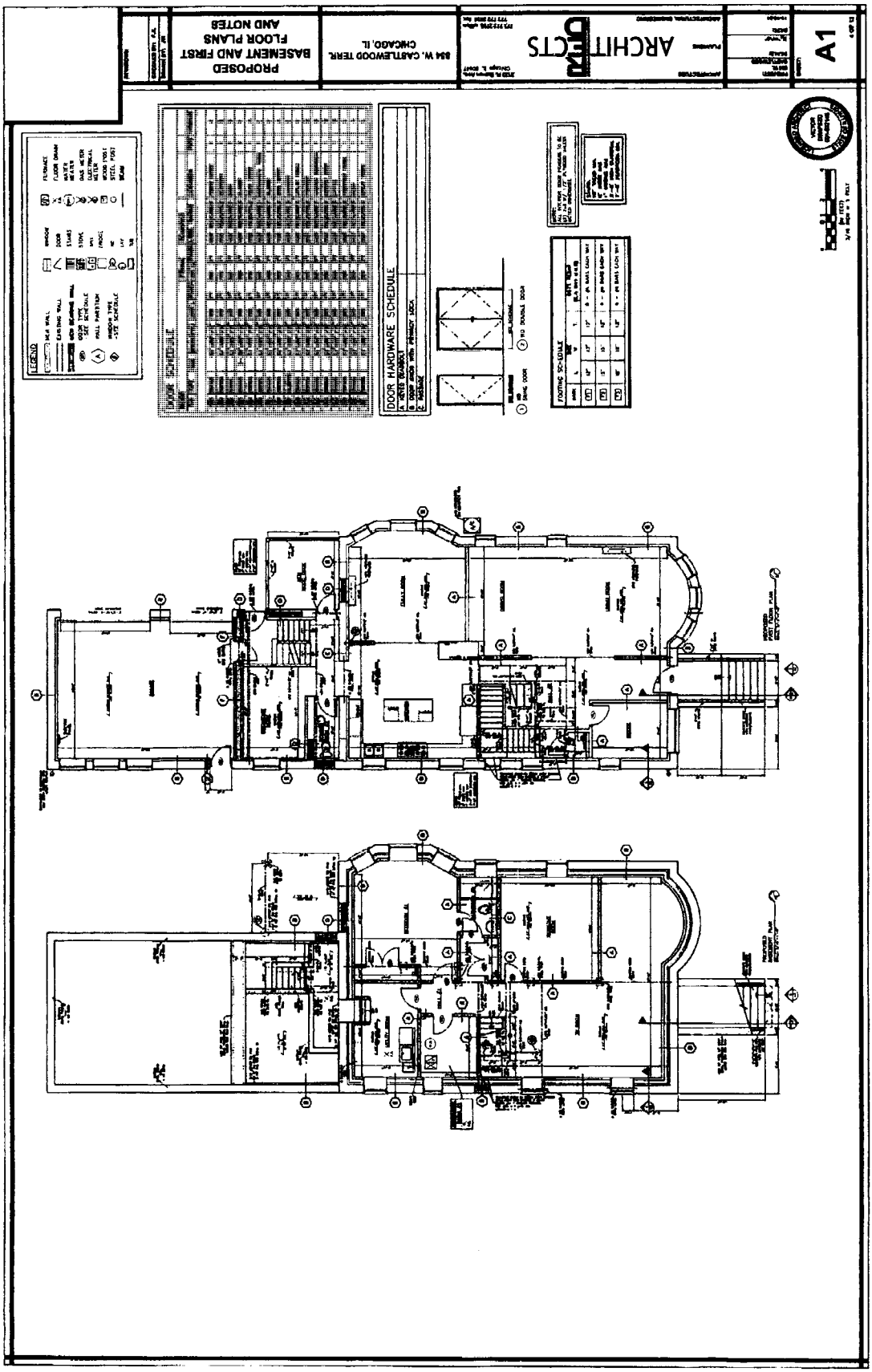
Project Description: The subject property is presently improved with an old, vacant single-family home. The applicants have applied for a building permit for an interior renovation and a new addition which exceeds the floor area allowance.

The applicants seek a zoning change from an RS1 District to an RT4 district in order to meet the bulk and density requirements of the RT4 district to allow the increase of the FAR for a building addition to the existing single family residence building.

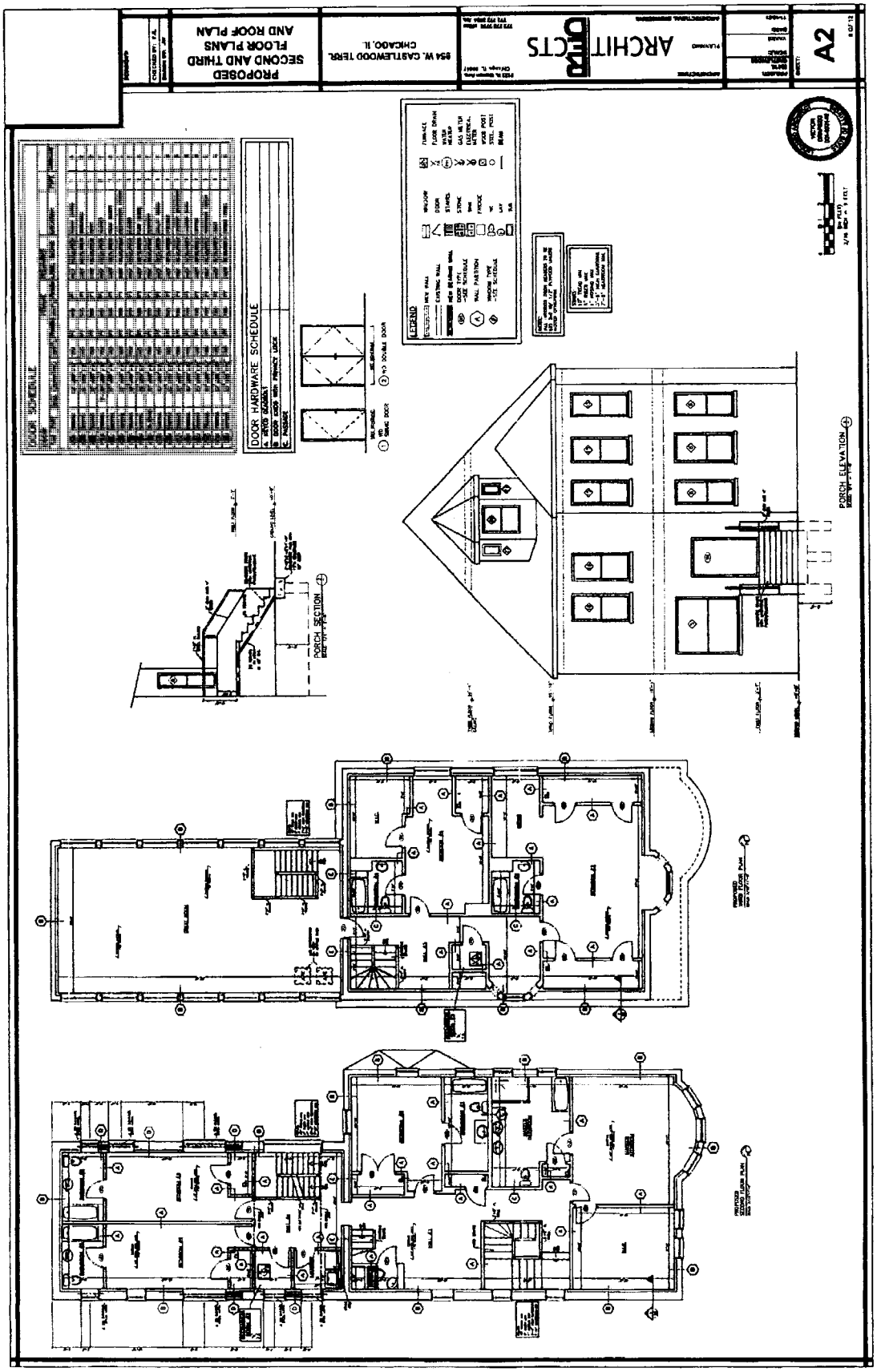
A) Proposed land use: Single family home.
B) The project's floor area ratio: 1.18
C) The project's density (lot area per dwelling unit): 5,700 square feet of lot area for one dwelling unit.
D) The amount of off-street parking: 2 parking spaces.
E) Setbacks:
   Front setback: 25.5 feet.
   Rear setback: 0.0 feet.
   West side setback: 2.1 feet.
   East side setback: 12.83 feet.
F) Building height: 34 feet-4 inches (existing).


FINAL FOR PUBLICATION
SELF CERTIFICATION
CODE MATRIX
INTERIOR RENOVATION
OF EXISTING 3 STORY SINGLE FAMILY MASONRY BUILDING
CODE MATRIX, NOTES, & SITE PLAN
854 W. CASTLEWOOD TERR. CHICAGO, IL
SCOPE OF WORK:
INDEX OF DRAWINGS:
CERTIFICATION STATEMENT
ENERGY CONSERVATION CODE CERTIFICATION STATEMENT
ARCHITECTS
T1
SITE PLAN
W. CASTLEWOOD TERRACE
CERTIFICATION STATEMENT

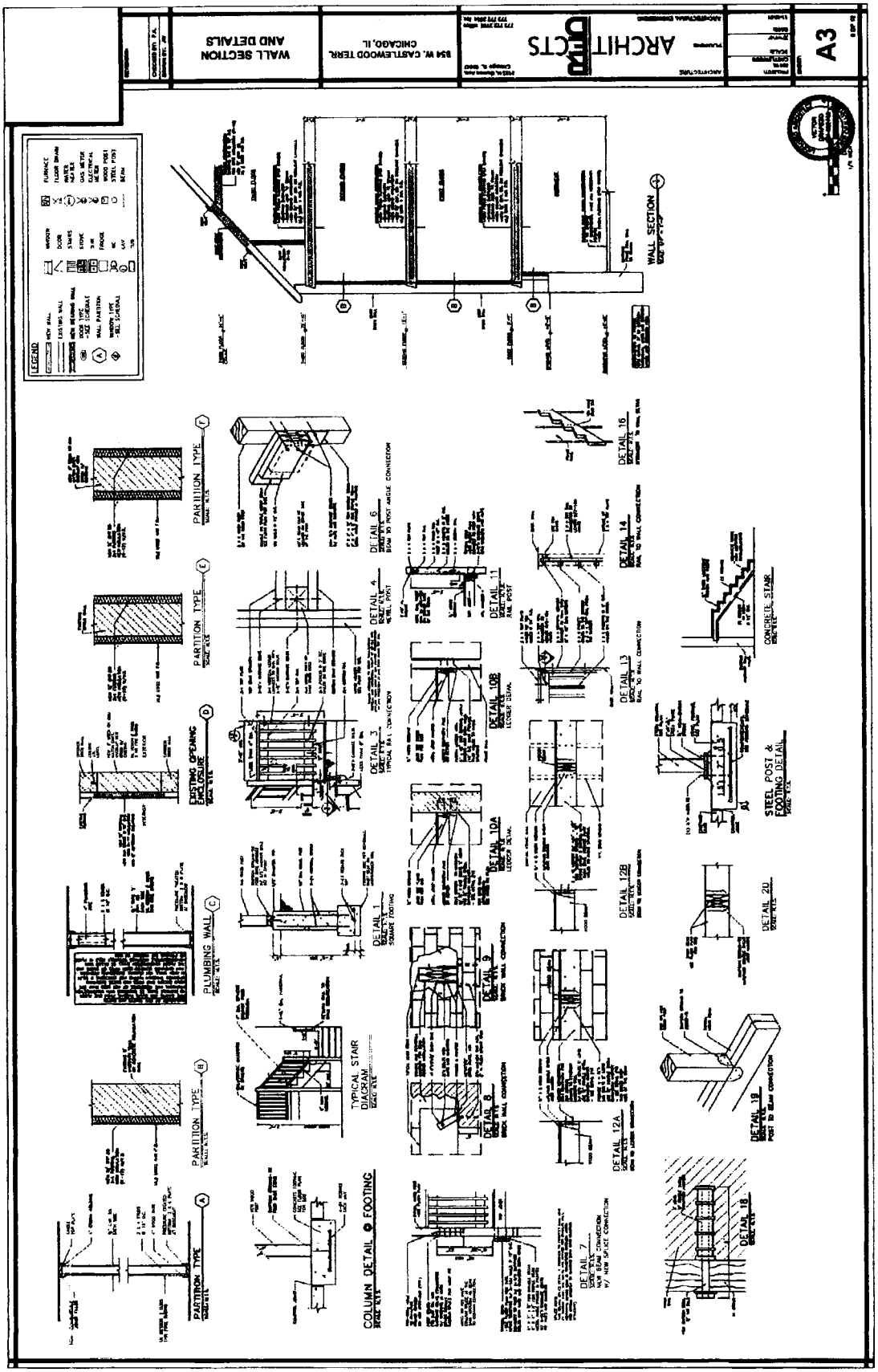
FINAL FOR PUBLICATION

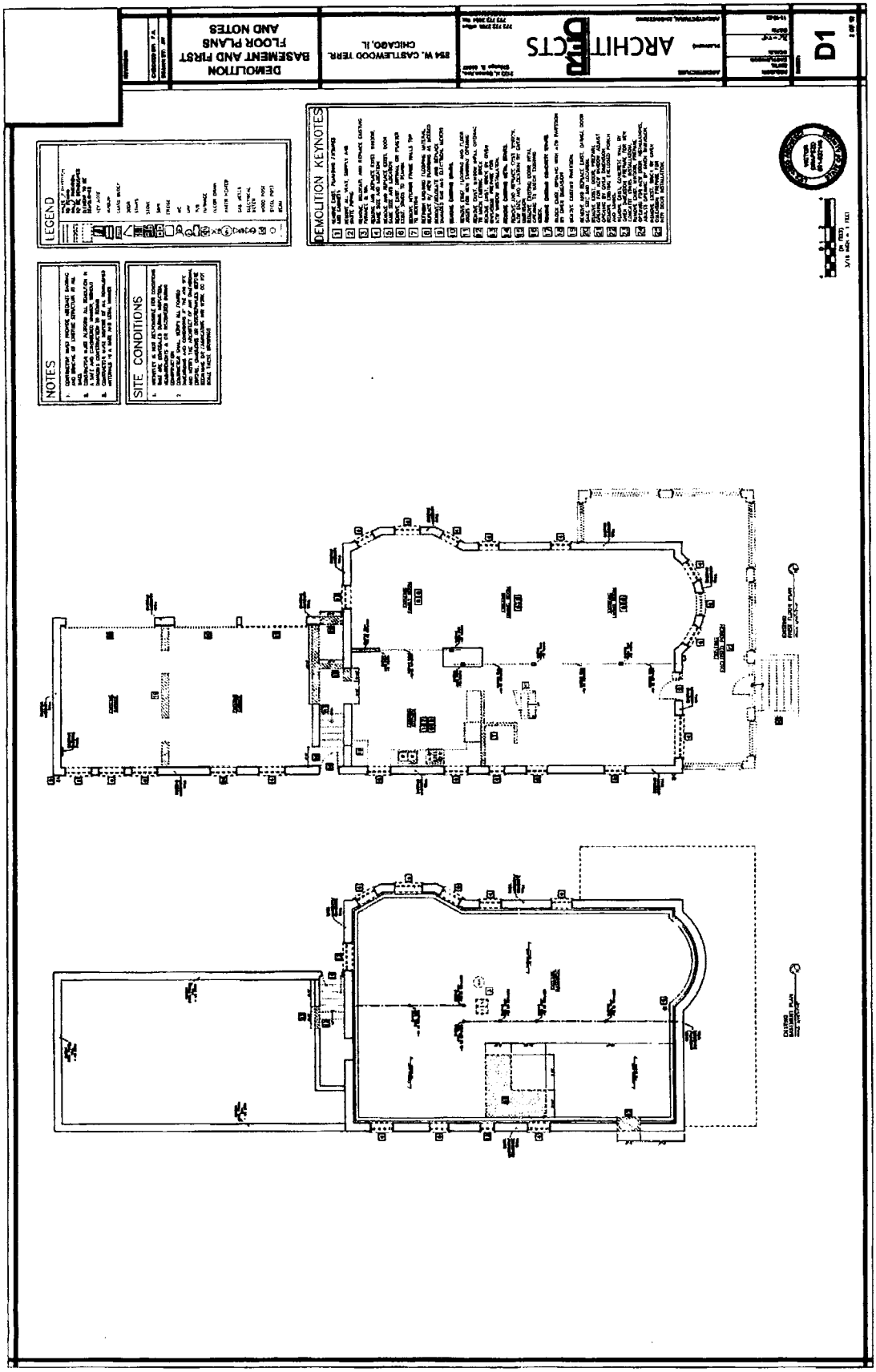


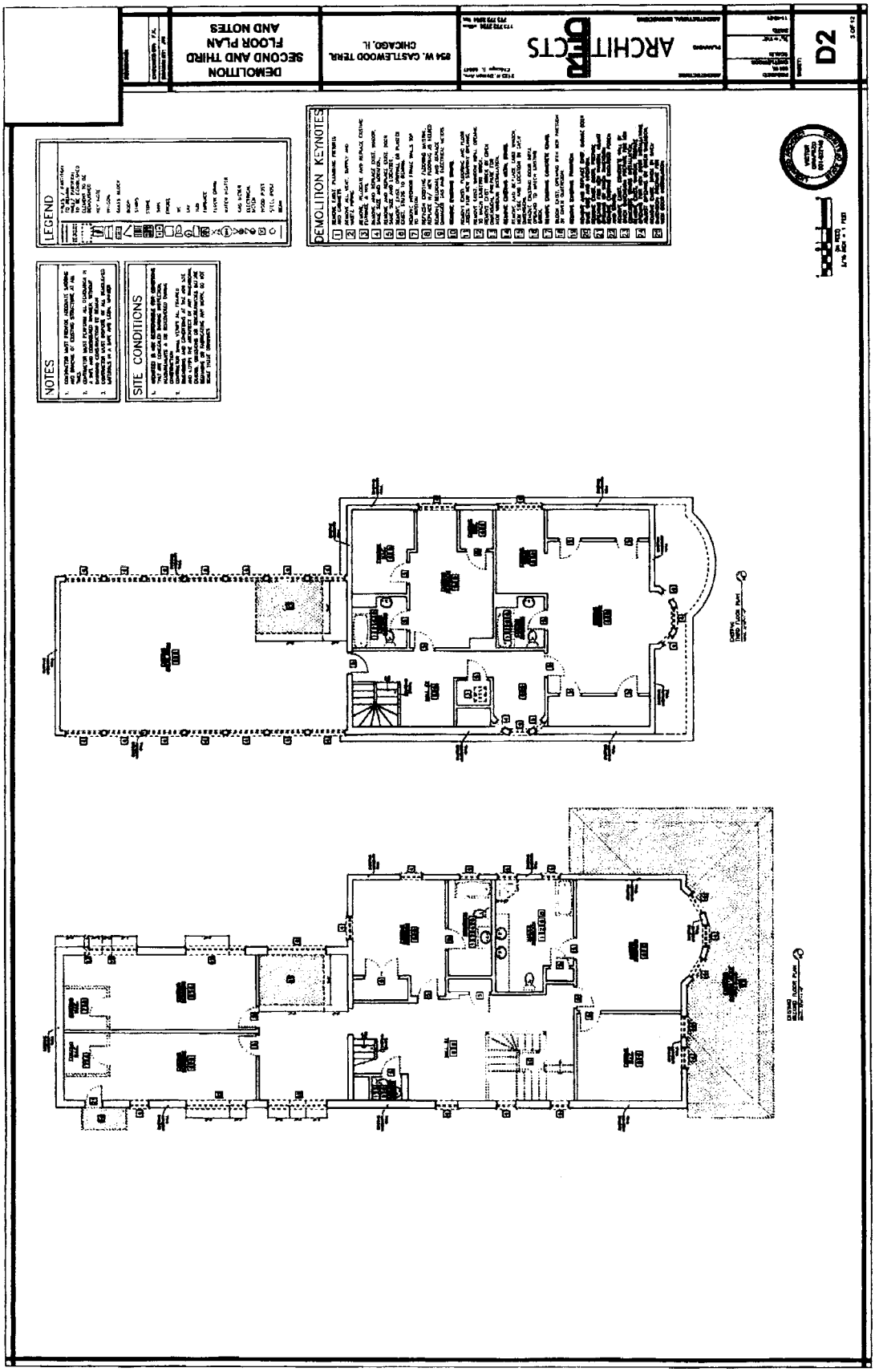
FINAL PLAN PUBLICATION



FINAL FOR PUBLICATION




FINAL FOR PUBLICATION
D1
DEMOLITION BASEMENT AND FIRST FLOOR PLANS AND NOTES
254 W. CASTLEWOOD TERR. CHICAGO, IL
ARCHITECTS
LEGEND
NOTES
SITE CONDITIONS
DEMOLITION KEYNOTES


FINAL FOR PUBLICATION
D2
DEMOLITION SECOND AND THIRD FLOOR PLAN AND NOTES
854 W. CASTLEWOOD TERR. CHICAGO, IL
ARCHITECTS
LEGEND
NOTES
SITE CONDITIONS
DEMOLITION KEYNOTES

Reclassification Of Area Shown On Map No. 13-G.
(Application No. 21020)
(Common Address: 5300 -- 5318 N. Kenmore Ave.)

[O2022-1180]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RM-5 Residential Multi-Unit District symbols and indications as shown on Map Number 13-G in the area bounded by:

a line 150 feet north of and parallel to West Berwyn Avenue; North Kenmore Avenue; West Berwyn Avenue; a line 100 feet west of and parallel to North Kenmore Avenue; a line 100 feet north of and parallel to West Berwyn Avenue; and the alley next west of and parallel to North Kenmore Avenue,

to those of a B1-1 Neighborhood Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 13-J.
(Application No. 21016)
(Common Address: 3305 -- 3307 W. Catalpa Ave.)

[O2022-1167]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 13-J in the area bounded by:

West Catalpa Avenue; North Spaulding Avenue; a line 38.56 feet south of and parallel to West Catalpa Avenue; and the alley next west of and parallel to North Spaulding Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 14-I.
(Application No. 21025)
(Common Address: 2423 W. 59th St.)

[O2022-1212]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-2 Neighborhood Shopping District symbols as shown on Map Number 14-I in the area bounded by:

West 59th Street; a line 99.71 feet east of and parallel to South Artesian Avenue; the alley next south of and parallel to West 59th Street; and South Artesian Avenue,

to those of a C1-2 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and due publication.

Reclassification Of Area Shown On Map No. 14-J.
(Application No. 20963)
(Common Address: 3301 W. 59th St.)

[O2022-769]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 14-J in the area bounded by:

West 59th Street; South Spaulding Avenue; the alley next south of and parallel to West 59th Street; and a line 120.60 feet west of and parallel to South Spaulding Avenue,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 15-G.
(As Amended)
(Application No. 21013T1)
(Common Address: 1215 -- 1219 W. Devon Ave.)

[SO2022-1109]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the B3-1 Community Shopping District symbols and indications as shown on Map Number 15-G in the area bounded by:

West Devon Avenue; the alley next east of and parallel North Magnolia Avenue; a line 90 feet south of and parallel to West Devon Avenue; and a line 69.50 feet east of and parallel to North Magnolia Avenue,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; 2nd Floor Unit Plan; Elevation from Alley; and 2nd Floor Plan attached to this ordinance printed on pages 48368 through 48369 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Substitute Narrative and Plans
Type 1 Rezoning Attachment
1215-1219 W. Devon Ave., Chicago, IL

FINAL FOR PUBLICATION

The Project

Astrit Mehmeti, the owner of the subject site (the "Applicant"), is proposing to change the 2nd floor existing office space to accommodate 5 dwelling units with 4 accessory parking spots and **5 bicycle spaces at covered area** in a transit-served location, specifically the subject property's frontage is 1,317.83 feet from the CTA Red Line "L" train stop at Loyola University as listed in Table 17-10-0102-B.1 of the Zoning Ordinance.

To construct the proposed project, the Applicant seeks a change of zoning classification for the subject property from **B3-1 to B3-3 (Type 1)**. This change of zoning classification is being sought through the Type 1 rezoning process of Section 17-13-0302-A of the Zoning Ordinance in order to qualify for reduction of standards for Minimum Lot Area per Dwelling Unit under Section 17-3-0402-B, and Parking under Section 17-10-0102-B.1 of the Zoning Ordinance.

To qualify for reduction of these standards, the project must comply with Parking Reductions for Transit Served Locations under section 17.13-0905-F of the Zoning Ordinance, the project:

a. Must be located in a transit-served location, which it is, as set forth above. See attached Type-1 plan to include the TSL map showing the measured distance in feet from the subject property line to the center line of the CTA Red Line "L" train stop at Loyola University.

b. Must comply with the standards of Section 17-3-0500 pertaining to pedestrian streets and pedestrian retail streets; as shown on the accompanying Type I plan set.

c. Must comply with the general goals set forth in the Transit Friendly Development Guide: Station Area Typology, and any other station-specific plans, designs or guidelines adopted by the Chicago Plan Commission; the Transit Friendly Development Guide defines 'transit friendly development' on page 2 as "Development which is oriented towards and integrated with adjacent transit. The development incorporates accessibility and connectivity and is a multiuse mix of dense development that generates significant levels of transit riders to the Loyola University Red Line 'L' stop, in an already dense multiuse neighborhood.

d. Must actively promote public transit and alternatives to automobile ownership; the building includes a covered area with 5 bicycle spaces which will strongly support bicycle ownership as an alternative to automobile ownership.

e. Must include enhancements to the pedestrian environment that are not otherwise required; the existing property includes two (2) plants in 2' containers at front of property as indicated on the site plan included in the Type 1 plan set.

The Site

The 4,995 sqft site (per record, 90' x 55.5') is rectangular shaped parcel on the south side of Devon Avenue, west of Sheridan Rd. It is bounded by an alley on the east. The subject is presently improved with a two story building. The first floor commercial space is 3,785sqft and is to remain unchanged. The proposed rezoning consists of altering the second floor existing office space to accommodate 5 dwelling units and 4 parking spaces. The building height is 25 feet.

The following are relevant bulk calculations for the proposed development:

F.A.R.: 1.45

FINAL FOR PUBLICATION

LOT AREA: 4,995 SF

1st FLOOR AREA: 3,785.0 SF

2nd FLOOR AREA: 3,498.0 SF

TOTAL FLOOR AREA: 7,283.00 SF

b. DENSITY (MINIMUM LOT AREA PER DWELLING UNIT): MLA (5) DU's= 999 sq.ft.

c. OFF-STREET PARKING: proposed 4 parking spaces, 5 bicycle spaces

Required 5 parking spaces

d. SETBACKS:

EXISTING FRONT: 0

EXISTING SIDE: 0

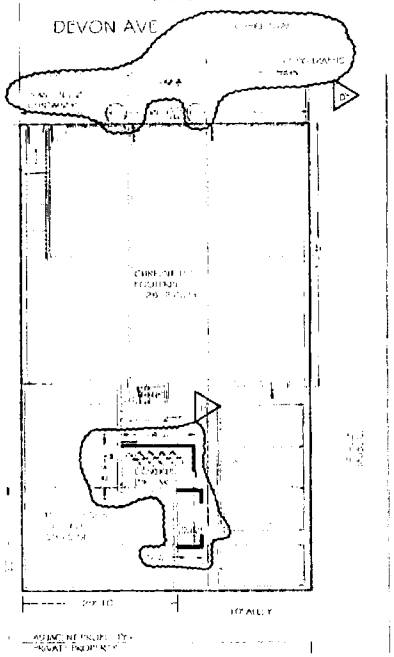
EXISTING REAR: 0

e. EXISTING BUILDING HEIGHT: 25'

*This application includes relief under Section 17-10-0102-B of the Zoning Ordinance, reducing minimum off-street automobile parking ratios for residential uses at transit-served locations by up to 100 percent.

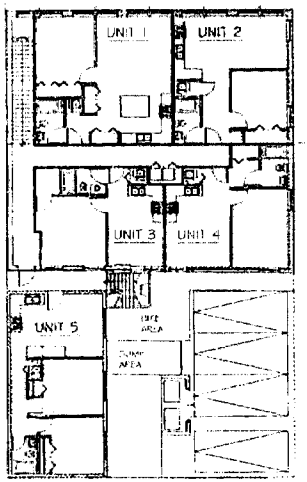
1215-19 2ND FL. CONVERSION TO RESIDENTIAL UNIT

OWNER: DR. ASTRIT MEHMETI
ARCHITECT: RAY H.C. FANG



SITE PLAN

UNIT SUMMARY			
UNIT NO	TYPE	AREA SF	REMARKS
1	ONE BEDROOM	687.3	
2	ONE BEDROOM	556.1	
3	ONE BEDROOM	452.5	
4	ONE BEDROOM	555.6	
5	TWO BEDROOM	685.0	

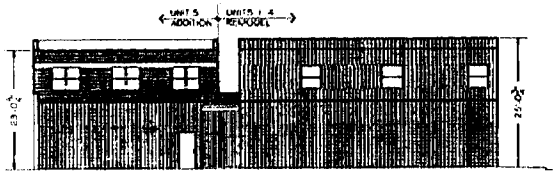


2ND FL. UNIT PLAN

ARCHITECT'S CERTIFICATION:
I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE CONFORM TO CHICAGO BUILDING CODES AND ORDINANCES. ANY REPRODUCTIONS, CHANGES OR ALTERATIONS WITHOUT MY WRITTEN CONSENT ARE PROHIBITED.

3/14/2022
DATE SIGNED

FINAL FOR PUBLICATION



ELEVATION FROM ALLEY

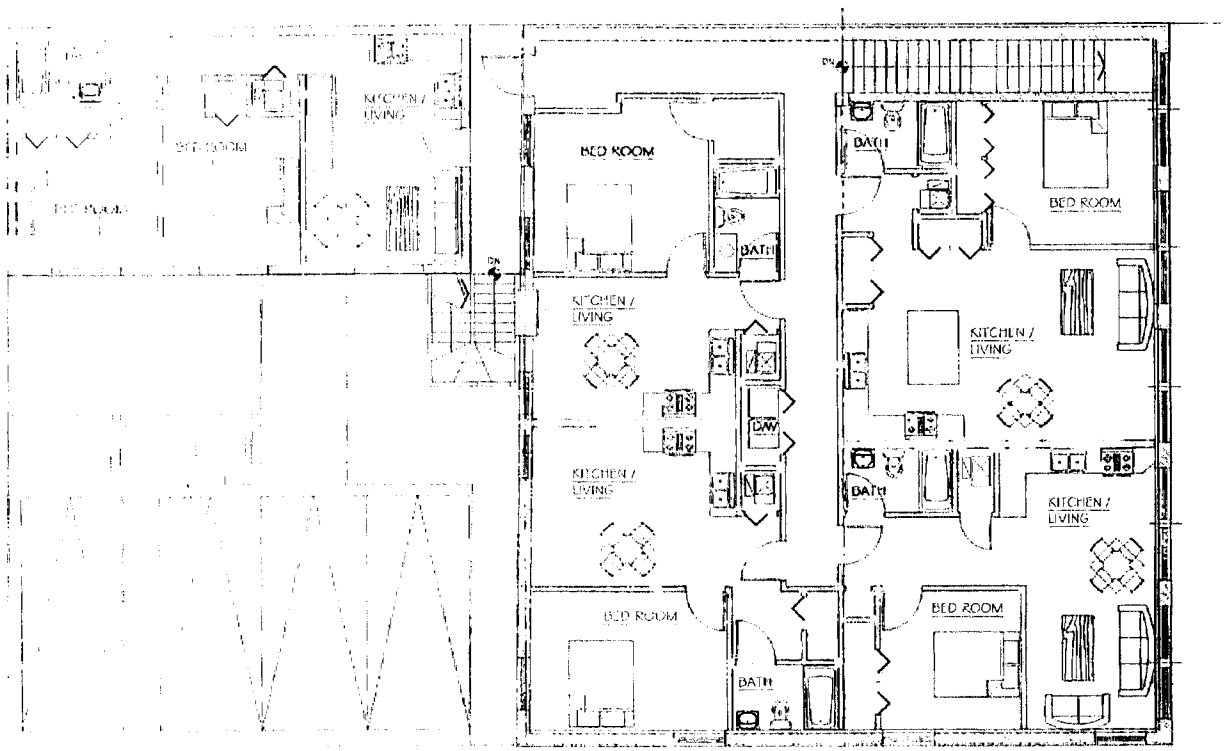
STATE OF ILLINOIS
HUNG-CHUN FANG
011348
EXP: 11/30/22
REGISTERED ARCHITECT

RAY FANG & ASSOCIATES	DR. A. MEHMETI	TITLE, SITE PLAN, G_NOTES, CODES, DWGS, CERTIFICATIONS	1215-19 2ND FLOOR TO CONVERT TO RESIDENTIAL UNITS

REVISION LOGS		
0	FOR ZONING APPROVAL	3/14/2022
C	REVISED PER COMMENT	3/24/2022

T-1

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2ND FLOOR PLAN

FINAL FOR PUBLICATION

PAT FANG & ASSOCIATES	DR. A. MEHMETI	NEW 2ND FLOOR PLAN	1215-19 2ND FLOOR TO CONVERT TO RESIDENTIAL UNITS 1215-19 W. DEVON AVE., CHICAGO, IL 60626	REVISION LOGS 0 FOR ZONING APPROVAL 5/6/2022	A-1

Reclassification Of Area Shown On Map No. 15-H.
(Application No. 21009)
(Common Address: 6318 -- 6320 N. Clark St.)

[O2022-1047]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B3-2 Community Shopping District symbols and indications as shown on Map Number 15-H in the area bounded by:

North Clark Street; West Highland Avenue; the alley next west of and parallel to North Clark Street; and a line 65.0 feet north of and parallel to West Highland Avenue, as measured along North Clark Street and perpendicular thereto,

to those of a C1-2 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 17-I.
(Application No. 21006)
(Common Address: 6524 N. Rockwell St.)

[O2022-1044]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 17-I in the area bounded by:

a line 268.21 feet north of and parallel to West Arthur Avenue; North Rockwell Street; a line 235.21 feet north of and parallel to West Arthur Avenue; and the alley next west of and parallel to North Rockwell Street,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 18-I.
(Application No. 21022)
(Common Address: 7733 S. Kedzie Ave.)

[O2022-1195]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 18-I in the area bounded by:

a line 291 feet south of and parallel to West 77th Street; the alley next east of and parallel to South Kedzie Avenue; a line 341 feet south of and parallel to West 77th Street; and South Kedzie Avenue,

to those of a B3-1 Community Shopping District which is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 18-J.
(Application No. 21026)
(Common Address: 3712 -- 3722 W. 79th St.)

[O2022-1213]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-1 Neighborhood Shopping District symbols as shown on Map Number 18-J in the area bounded by:

the alley next north of and parallel to West 79th Street; a line 125.0 feet west of and parallel to South Lawndale Avenue; West 79th Street; and a line 250 feet west of and parallel to South Lawndale Avenue,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and due publication.

Reclassification Of Area Shown On Map No. 22-F.
(Application No. 21012)
(Common Address: 8900 S. Holland Rd.)

[O2022-1108]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of M1-2 Limited Manufacturing/Business Parks District symbols and indications as shown on Map Number 22-F in the area bounded by:

West 89th Street; South Holland Road; a line 249.19 feet south of West 89th Street, as measured along South Holland Road and perpendicular thereto; a line 60 feet west of and parallel to South Holland Road; a line 279.19 feet south of and parallel to West 89th Street; a line 211.86 feet west of and parallel to South Holland Road; and a line 143.46 feet west of South Holland Road, as measured along the south line of West 89th Street and perpendicular thereto,

to those of an M2-2 Light Industry District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

ISSUANCE OF PERMIT, FREE OF CHARGE, FOR LANDMARK PROPERTY AT 1039 -- 1059 W. LAWRENCE AVE.

[Or2022-114]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, May 25, 2022.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on May 24, 2022, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2022-1036, the amendment of Municipal Code Section 17-6-0403-G to exclude food and beverage retail sales use group within Planned Manufacturing District Number 4B from required floor area limits.

Page 1 also contains Document Number O2019-5785, for the address commonly known as 1628 -- 1650 West 17th Street and 1629 -- 1651 West 16th Street.

Pages 1 through 11 contain various map amendments in the 1st, 3rd, 11th, 16th, 18th, 21st, 22nd, 23rd, 25th, 27th, 30th, 31st, 33rd, 39th, 40th, 44th, 45th, 46th, 47th, 48th and 50th Wards.

Page 12 contains Document Number Or2022-114, a fee waiver for 1039 -- 1059 West Lawrence Avenue, located in a historical landmark district.

Page 12 also contains various large signs over 100 square feet in area and 24 feet above grade in the 1st, 11th, 14th, 24th, 25th, 32nd, 41st and 50th Wards.

I hereby move for passage of the proposed order transmitted herewith.

Respectfully submitted,

(Signed) THOMAS TUNNEY,
Chairman.

On motion of Alderman Tunney, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may by passage of an appropriate order waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

Be It Ordered by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioners of the Departments of Buildings, Finance and Fire, and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding any other ordinances of the City Council to the contrary, for the property at:

Address:	1039 -- 1059 West Lawrence Avenue ("Property")
District/Building:	Uptown Square District

for work generally described as:

interior alterations for the renovation of an eight-story, 80-unit masonry building that includes facade work; installation of new storefronts on the first floor; installation of windows on the second floor; construction of a new roof with the addition of solar panels; interior work including the installation of new mechanical, electrical, and plumbing systems; finishes for the elevator, walls, hallways, apartment kitchens and bathrooms, and the bike room. The project scope also includes the construction of a landscaped courtyard with a dog-friendly area.

Owner:	Lorali Building LLC, doing business as Lawrence Lofts, in care of James Stoller, Manger
Owner's Address:	1221 North LaSalle Street
City, State, Zip:	Chicago, Illinois 60610

SECTION 3. The fee waiver authorized by this order shall be effective from May 1, 2022 through December 1, 2023 and shall not apply to additional developer service fees, stop-work order fees or any fines.

SECTION 4. That the permit purchaser for the Property shall be entitled to a refund of City fees for which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, May 25, 2022.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on May 24, 2022, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2022-1036, the amendment of Municipal Code Section 17-6-0403-G to exclude food and beverage retail sales use group within Planned Manufacturing District Number 4B from required floor area limits.

Page 1 also contains Document Number O2019-5785, for the address commonly known as 1628 -- 1650 West 17th Street and 1629 -- 1651 West 16th Street.

Pages 1 through 11 contain various map amendments in the 1st, 3rd, 11th, 16th, 18th, 21st, 22nd, 23rd, 25th, 27th, 30th, 31st, 33rd, 39th, 40th, 44th, 45th, 46th, 47th, 48th and 50th Wards.

Page 12 contains Document Number Or2022-114, a fee waiver for 1039 -- 1059 West Lawrence Avenue, located in a historical landmark district.

Page 12 also contains various large signs over 100 square feet in area and 24 feet above grade in the 1st, 11th, 14th, 24th, 25th, 32nd, 41st and 50th Wards.

I hereby move for passage of the proposed orders transmitted herewith.

Respectfully submitted,

(Signed) THOMAS TUNNEY,
Chairman.

On motion of Alderman Tunney, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

8700 W. Bryn Mawr Ave.

[Or2022-127]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Holcim (US), Inc., doing business as Lafarge Holcim (Connie Cousino)
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 8700 West Bryn Mawr Avenue, Chicago, Illinois 60631

Zoning District: Planned Development

DOB Sign Permit Application Number: 100963791

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 30 feet, 4 inches; height, 7 feet, 0 inches

   Total square feet in area: 212 feet, 0 inches

6. Height above grade: 122 feet, 0 inches

7. Elevation (side of building or lot where the sign will be erected): Northeast

8. Name of Sign Contractor/Erector: Olympik Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

5211 S. Cicero Ave.
(Permit No. 100964903)

[Or2022-108]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: 5211 Cicero Chicago LLC, doing business as Paisans
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 5211 South Cicero Avenue, Chicago, Illinois 60632

Zoning District: B3-1

DOB Sign Permit Application Number: 100964903

Sign Details:

1. On-premises: __X__ Or Off-premises: _____

2. Static sign: __X__ Or Dynamic-image display sign: _____

3. Number of sign faces: __1__

4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____

5. Dimensions: length, 18 feet, 2 inches; height, 10 feet, 3 inches

   Total square feet in area: 186 feet, 0 inches

6. Height above grade: 14 feet, 0 inches

7. Elevation (side of building or lot where the sign will be erected): West

8. Name of Sign Contractor/Erector: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

5211 S. Cicero Ave.
(Permit No. 100964904)

[Or2022-107]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: 5211 Cicero Chicago LLC, doing business as Paisans
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 5211 South Cicero Avenue, Chicago, Illinois 60632

Zoning District: B3-1

DOB Sign Permit Application Number: 100964904

Sign Details:

1. On-premises: __X__ Or Off-premises: _____

2. Static sign: __X__ Or Dynamic-image display sign: _____

3. Number of sign faces: __2__

4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____

5. Dimensions: length, 15 feet, 0 inches; height, 8 feet, 5 inches

   Total square feet in area: 126 feet, 0 inches

6. Height above grade: 14 feet, 0 inches

7. Elevation (side of building or lot where the sign will be erected): Northwest

8. Name of Sign Contractor/Erector: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

5211 S. Cicero Ave.
(Permit No. 100964906)

[Or2022-106]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: 5211 Cicero Chicago LLC, doing business as Paisans
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 5211 South Cicero Avenue, Chicago, Illinois 60632

Zoning District: B3-1

DOB Sign Permit Application Number: 100964906

Sign Details:

1. On-premises: __X__ Or Off-premises: _____

2. Static sign: __X__ Or Dynamic-image display sign: _____

3. Number of sign faces: __2__

4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____

5. Dimensions: length, 9 feet, 0 inches; height, 4 feet, 0 inches

   Total square feet in area: 36 feet, 0 inches

6. Height above grade: 23 feet, 0 inches

7. Elevation (side of building or lot where the sign will be erected): Northwest

8. Name of Sign Contractor/Erector: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2785 N. Clybourn Ave.

[Or2022-113]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Fifth Third Bank
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2785 North Clybourn Avenue, Chicago, Illinois 60614

Zoning District: B3-2

DOB Sign Permit Application Number: 100962379

Sign Details:

1. On-premises: __X__ Or Off-premises: _____

2. Static sign: __X__ Or Dynamic-image display sign: _____

3. Number of sign faces: __2__

4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____

5. Dimensions: length, 6 feet, 4 inches; height, 18 feet, 10 inches

   Total square feet in area: 119 feet, 0 inches

6. Height above grade: 1 foot, 0 inches

7. Elevation (side of building or lot where the sign will be erected): Northwest

8. Name of Sign Contractor/Erector: VanBruggen Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2201 S. Halsted St.
(Permit No. 100943205)

[Or2022-128]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: StorSafe
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2201 South Halsted Street, Chicago, Illinois 60608

Zoning District: Planned Manufacturing District 11

DOB Sign Permit Application Number: 100943205

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: BACP1596690
5. Dimensions: length, 48 feet, _____ inches; height, 10 feet, _____ inches

   Total square feet in area: 480 feet, _____ inches
6. Height above grade: 48 feet, 10 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Legacy Sign Group

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2201 S. Halsted St.
(Permit No. 100944279)

[Or2022-129]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: StorSafe
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2201 South Halsted Street, Chicago, Illinois 60608

Zoning District: Planned Manufacturing District 11

DOB Sign Permit Application Number: 100944279

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 44 feet, _____ inches; height, 10 feet, _____ inches

   Total square feet in area: 440 feet, _____ inches
6. Height above grade: 50 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Legacy Sign Group

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2201 S. Halsted St.
(Permit No. 100944284)

[Or2022-130]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: StorSafe
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2201 South Halsted Street, Chicago, Illinois 60608

Zoning District: Planned Manufacturing District 11

DOB Sign Permit Application Number: 100944284

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 70 feet, _____ inches; height, 4 feet, _____ inches

   Total square feet in area: 280 feet, _____ inches
6. Height above grade: 47 feet, 6 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Legacy Sign Group

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

8501 W. Higgins Rd.

[Or2022-125]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Old National Bancorp
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 8501 West Higgins Road, Chicago, Illinois 60631

Zoning District: B3-1

DOB Sign Permit Application Number: 100967553

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 28 feet, 0 inches; height, 4 feet, 0 inches

   Total square feet in area: 112 feet, _____ inches
6. Height above grade: 16 feet, 0 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: South Water Signs, in care of Frank Lambert

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

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921 S. Jefferson St.
(Southwest Corner)

[Or2022-116]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Raising Canes Chicken Fingers
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 921 South Jefferson Street, Chicago, Illinois 60607

Zoning District: DS-5

DOB Sign Permit Application Number: _____

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: __X__
3. Number of sign faces: __6__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 16 feet, _____ inches; height, 35 feet, _____ inches

   Total square feet in area: 190 feet, .5 inches
6. Height above grade: 35 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): Southwest Corner
8. Name of Sign Contractor/Erector: All Right Sign, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

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921 S. Jefferson St.
(West Elevation)

[Or2022-115]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Raising Canes Chicken Fingers
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 921 South Jefferson Street, Chicago, Illinois 60607

Zoning District: DS-5

DOB Sign Permit Application Number: _____

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: ____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 15 feet, 6 inches; height, 9 feet, 0 inches

   Total square feet in area: 139 feet, .5 inches
6. Height above grade: 3 feet, 6 inches; 12 feet, 6 inches to top
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: All Right Sign, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

3100 W. Peterson Ave.

[Or2022-148]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Culver's
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3100 West Peterson Avenue, Chicago, Illinois 60659

Zoning District: B-3

DOB Sign Permit Application Number: 100955546

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: __X__
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: 1626090
5. Dimensions: length, 11 feet, 8 inches; height, 7 feet, 0 inches

   Total square feet in area: 82 feet, _____ inches
6. Height above grade: 25 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: All-Right Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

3240 W. Roosevelt Rd.

[Or2022-147]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Freshway Market
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3240 West Roosevelt Road, Chicago, Illinois 60624

Zoning District: Planned Development 177

DOB Sign Permit Application Number: 100908297

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 50 feet, 0 inches; height, 13 feet, 9 inches

   Total square feet in area: 688 feet, 0 inches
6. Height above grade: 18 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South Elevation
8. Name of Sign Contractor/Erector: Doyle Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2501 N. Western Ave.

[Or2022-111]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Valvoline Instant Oil Change
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2501 North Western Avenue, Chicago, Illinois 60647

Zoning District: M1-2

DOB Sign Permit Application Number: 100967957

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 36 feet, 0 inches; height, 3 feet, 6 inches

   Total square feet in area: 126 feet
6. Height above grade: 14 feet, 6 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: KDN Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

Action Deferred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF AREAS SHOWN ON MAP NO. 4-H.

(Application No. A-8487)

(Common Address: 1628 -- 1650 W. 17th St. And 1629 -- 1651 W. 16th St.)

[O2019-5785]

The Committee on Zoning, Landmarks and Building Standards submitted the following report which was, on motion of Alderman Reboyras and Alderman Sposato, *Deferred* and ordered published:

CHICAGO, May 25, 2022.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on May 24, 2022, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2022-1036, the amendment of Municipal Code Section 17-6-0403-G to exclude food and beverage retail sales use group within Planned Manufacturing District Number 4B from required floor area limits.

Page 1 also contains Document Number O2019-5785, for the address commonly known as 1628 -- 1650 West 17th Street and 1629 -- 1651 West 16th Street.

Pages 1 through 11 contain various map amendments in the 1st, 3rd, 11th, 16th, 18th, 21st, 22nd, 23rd, 25th, 27th, 30th, 31st, 33rd, 39th, 40th, 44th, 45th, 46th, 47th, 48th and 50th Wards.

Page 12 contains Document Number Or2022-114, a fee waiver for 1039 -- 1059 West Lawrence Avenue, located in a historical landmark district.

Page 12 also contains various large signs over 100 square feet in area and 24 feet above grade in the 1st, 11th, 14th, 24th, 25th, 32nd, 41st and 50th Wards.

Respectfully submitted,

(Signed) THOMAS TUNNEY,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 4-H in the area bounded by:

West 16th Street; a line 275 feet west of and parallel to South Ashland Avenue; the alley next south of and parallel to West 16th Street; a line 225 feet west of and parallel to South Ashland Avenue; West 17th Street; and South Paulina Street,

to those of a POS-4 Parks and Open Space District.

SECTION 2. This ordinance shall be effective after its passage and publication.

AGREED CALENDAR.

On motion of Alderman Harris, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Nays -- None.

Alderman Harris moved to reconsider the foregoing vote. The motion was lost.

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

ALDERMAN HAIRSTON (5th Ward):

RECOGNITION OF STAN MOORE FOR COMMUNITY SERVICE.

[R2022-591]

WHEREAS, Stan Moore attended Robert Fulton Elementary School and Southwest High School in Minneapolis, Minnesota; and

WHEREAS, Stan attended Beloit College in Beloit, Wisconsin, and received a bachelor of arts degree in history; and

WHEREAS, Stan was a member of Tau Kappa Epsilon, Phi Sigma Iota, and Phi Beta Kappa fraternities; and

WHEREAS, Stan attended Westminster Presbyterian Church in Minneapolis, Minnesota; and was a member of its Boy Scout Troop, Sea Scout Ship, and a counselor at Camp Ajawah; and

WHEREAS, Stan also attended Yale University, a John Hay Fellow; the Université de Montpellier in Montpellier, France; Moscow State University in Moscow, USSR; Fulbright Summer Program -- travel and study in India; summer seminars in humanities and Russian; and a Sherpa-led fraternal trek through Nepal; and

WHEREAS, Stan attended the Army Language School in Monterey, California for Russia; and

WHEREAS, Stan was a member of the 328th Communications Reconnaissance Company, Bad Aibling, Bavaria; and

WHEREAS, Stan participated in a bicycle trip after his Korean War discharge, Munich to Downham Market, Norfolk, England via Switzerland and France; and

WHEREAS, Stan attended the University of Minnesota, M.A. in Russian area studies; and

WHEREAS, Stan attended Grace United Protestant Church, Park Forest, Illinois and Fourth Presbyterian Church, Chicago, Illinois; and

WHEREAS, Stan took another bicycle trip with his son, Doug, to London and back via France, Switzerland, Italy and Corsica; and

WHEREAS, Stan was a teacher at Spring Valley High School, in Spring Valley, Minnesota, where he taught English and history; and

WHEREAS, Stan was a teacher at Rich Township High School, in Park Forest, Illinois, where he taught history, English, Russian and French; and

WHEREAS, Stan taught at Special School Number 9, in Moscow, USSR; School Number 238, in Leningrad, USSR, teaching English, for a teachers exchange program; and

WHEREAS, Stan was a teacher at the American School of Aberdeen, in Aberdeen, Scotland, where he taught English and history; and

WHEREAS, Stan was a teacher at Southwest China Teachers University, in Chongqing, People's Republic of China; and

WHEREAS, Stan taught at Prairie State College; and

WHEREAS, Stan taught at Technical University of Liberec, Czech Republic, when he was with the Peace Corps; and

WHEREAS, Stan taught at Arabaev University, in Bishkek, Kyrgyzstan and International University of Kyrgyzstan; and

WHEREAS, Stan taught at Ablai Khan University, in Almaty, Kazakhstan on Fulbright fellowships; and

WHEREAS, Stan has self-published booklets entitled *Silk Sermons*, *Grandpa's Bedtime Stories*, and *Forty-odd Verses*; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 25th day of May 2022, do hereby honor the accomplishments of Stan Moore and extend our sincere congratulations for his service to the community; and

Be It Further Resolved, That suitable copies of this resolution be presented to Stan Moore as a sign of our good wishes.

Presented By

ALDERMAN LEE (11th Ward):

TRIBUTE TO LATE DONALD L. KOZICKI.

[R2022-592]

WHEREAS, Donald L. Kozicki has been called to eternal life by the wisdom of God to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Nicole T. Lee, Alderwoman of the 11th Ward; and

WHEREAS, Donald "Donnie" L. Kozicki was the 25-year loving companion of Christine Cabrera and was loved by his stepdaughter, Kristina and two granddaughters, Brianna and Alyssa. He is the younger brother of Richard and twin brother of Diane Callahan; uncle of Nicholas; and friend of many; and

WHEREAS, Donnie Kozicki was a U.S. Army veteran with two tours of Vietnam, commander of the Bridgeport V.F.W. Post 5079, member of the American Legion William McKinley Post 231, Bridgeport Rangers SAC, Poorman Club SAC, 11th Ward Democratic Party, and 26-year former employee of the City of Chicago Streets and Sanitation Department; and

WHEREAS, His love of life and ability to live it to the fullest endeared Donald to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th of May 2022, do hereby express our sorrow on the death of Donald L. Kozicki and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Donald L. Kozicki.

Presented By

ALDERMAN RODRIGUEZ (22nd Ward):

CONGRATULATIONS EXTENDED TO FATHER STANLEY G. RATAJ ON RETIREMENT FROM OUR LADY OF THE SNOWS.

[R2022-590]

WHEREAS, Father Stanley G. Rataj, priest, mentor, and long-time Chicago resident, retires from Our Lady of the Snows in June 2022; and

WHEREAS, The Chicago City Council has been informed of this milestone by the Honorable Michael D. Rodriguez, Alderman of the 22nd Ward; and

WHEREAS, Father Stanley was born in Hoboken, New Jersey on March 13, 1954, to Stephen and Beatrice Rataj; and

WHEREAS, Father Stanley moved with his family to Chicago at the age of five; he attended grammar school at St. Roman between 1962 and 1967; at St. Roman, Father Stanley met Father Sulek and Father Ryzner, priests who inspired him to consider the priesthood; and

WHEREAS, Father Stanley attended Archbishop Quigley High School in 1967 and graduated in 1971 before going to Mundelein Seminary; he was ordained as a deacon in 1978 and then ordained to the priesthood on March 9, 1979; and

WHEREAS, Father Stanley was first assigned to St. Ferdinand from 1979 to 1984; he later became associate pastor of St. Nicholas of Tolentine where he eventually became the pastor, serving that community for 25 years; and

WHEREAS, In 2010, Father Stanley came to Our Lady of the Snows and was officially installed as pastor on October 9; and

WHEREAS, Father Stanley leads a vibrant parish with a friendly approach and deep love for the church; and

WHEREAS, Father Stanley's impact has been immense and his wisdom, guidance, and love will be missed by not only his parishioners but the entire 22nd Ward community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of May 2022, do hereby congratulate Father Stanley G. Rataj on his retirement, and wish him well on all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Father Stanley G. Rataj.

Presented By

ALDERMAN OSTERMAN (48th Ward):

CONGRATULATIONS EXTENDED TO PAMELA BRANDT ON RETIREMENT AS PRINCIPAL OF WILLIAM C. GOUDY TECHNOLOGY ACADEMY.

[R2022-593]

WHEREAS, The members of the City Council of Chicago wish to recognize the many accomplishments of Pamela Brandt throughout her career; and

WHEREAS, Pamela Brandt will retire as principal of Goudy School at the end of the 2021 -- 2022 school year; and

WHEREAS, The City Council has been notified of her retirement by the Honorable Harry Osterman, Alderman of the 48th Ward; and

WHEREAS, Principal Brandt spent over 30 years as a dedicated educator, beginning her career as a third grade teacher and reading coordinator at Jesse Owens Community Academy in Roseland; and

WHEREAS, Guided by her passion for reading, she continued working as a reading coordinator at Brentano Math & Science Academy in Logan Square; and

WHEREAS, In 2005, Pamela Brandt joined the team at Goudy School as a reading coordinator, and soon after became the assistant principal; and

WHEREAS, After two years, she became principal of Goudy, where she was a pillar of exceptional leadership and enacted a positive transformation of the school; and

WHEREAS, In her mission to make Goudy a "great place to learn", Principal Brandt helped the school become one of the first magnet schools focused on technology in Chicago, established an engineering lab, and supported the fine arts; and

WHEREAS, Principal Brandt was a devoted educator who worked tirelessly to support the countless students who attended Goudy throughout her tenure, uniting a diverse student body and creating an encouraging environment for all students; and

WHEREAS, Principal Pamela Brandt helped create Goudy's unofficial motto of "love lives here" and lived this motto every day throughout her time as principal; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this day of May 25, 2022, do hereby express our gratitude for the service of Principal Pamela Brandt, and extend to her our congratulations on her retirement; and

Be It Further Resolved, That suitable copies of this resolution be presented to Pamela Brandt as a token of our gratitude.

CONGRATULATIONS EXTENDED TO DANIEL GOMEZ ON RETIREMENT AS PRINCIPAL OF STEPHEN K. HAYT ELEMENTARY SCHOOL.

[R2022-594]

WHEREAS, The members of the City Council of Chicago wish to recognize the many accomplishments of Daniel Gomez throughout his career; and

WHEREAS, Daniel Gomez will retire as principal of Hayt Elementary at the end of the 2021 -- 2022 school year; and

WHEREAS, The City Council has been notified of his retirement by the Honorable Harry Osterman, Alderman of the 48th Ward; and

WHEREAS, Principal Daniel Gomez began his career at Uptown's Stockton Elementary School, launching a career spanning more than 30 years in education; and

WHEREAS, Principal Gomez was the dean of student discipline at Casimir Pulaski Academy, where he encouraged the growth and improvement of students by creating a supportive educational environment; and

WHEREAS, He arrived at Stephen K. Hayt Elementary School 19 years ago, where he served as assistant principal for two years before becoming the principal, beginning his critical work to improve the student experience; and

WHEREAS, Principal Gomez lead many initiatives at Hayt School to benefit the school building, including improving accessibility through ADA upgrades that brought in an elevator and improved the auditorium; and

WHEREAS, He was awarded a grant and added a playground to the west play area of the school, which is representative of his work to improve recreational features of the school, including upgrades to the soccer field, gymnasium and cafeteria; and

WHEREAS, Principal Gomez's dedication improved the academic experience at Hayt, as he worked to support amazing teachers in their skill development in order to sustain growth at the school; and

WHEREAS, The leadership of Principal Daniel Gomez earned Hayt positive ratings by Chicago Public Schools over the last six years and the recognition of the school as a hidden gem for student growth and success; and

WHEREAS, Principal Gomez's commitment and devotion to the Hayt community positively impacted countless lives, as he created a safe and welcoming school environment that supported the amazing student experience of Hayt's diverse body of students; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this day of May 25, 2022, do hereby express our gratitude for the service of Principal Daniel Gomez, and extend to him our congratulations on his retirement; and

Be It Further Resolved, That suitable copies of this resolution be presented to Daniel Gomez as a token of our gratitude.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

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1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF ONE-WAY EASTBOUND VEHICULAR TRAFFIC MOVEMENT ON PORTION OF W. PALMER ST.

[O2022-1764]

Alderman Ramirez-Rosa (35th Ward) presented a proposed ordinance for the establishment of a one-way eastbound vehicular traffic movement on West Palmer Street, from North Kostner Avenue to North Pulaski Road, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- PROHIBITION OF PARKING AT ALL TIMES.
(Except For Disabled)

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location And Permit Number
HARRIS (8th Ward)	South Euclid Avenue, at 8050 (Handicapped Parking Permit 127212); [O2022-1768]
LEE (11th Ward)	South Farrell Street, at 2929 (Handicapped Parking Permit 128490); [O2022-1712]
	South Lyman Street, at 3062 (Handicapped Parking Permit 128541); [O2022-1709]
	West 48th Place, at 738 (Handicapped Parking Permit 128850); [O2022-1713]
O'SHEA (19th Ward)	South Christiana Avenue, at 11125 (handicapped permit parking); [O2022-1719]
BROOKINS (21st Ward)	South Beverly Avenue, at 8837 (Handicapped Parking Permit 128232); [O2022-1721]
	South Hermitage Avenue, at 8546 (Handicapped Parking Permit 128337); [O2022-1724]
	South Lowe Avenue, at 9517 (Handicapped Parking Permit 128118); [O2022-1729]
	South May Street, at 9207 (Handicapped Parking Permit 128373); [O2022-1730]
	South Morgan Street, at 8004 (Handicapped Parking Permit 128617); [O2022-1733]
	South Morgan Street, at 8233 (Handicapped Parking Permit 128568); [O2022-1726]
	South Morgan Street, at 8544 (Handicapped Parking Permit 128444); [O2022-1727]

Alderman	Location And Permit Number
	South Parnell Avenue, at 9244 (Handicapped Parking Permit 128478); [O2022-1722]
	South Peoria Street, at 8055 (Handicapped Parking Permit 128039); [O2022-1731]
	South Peoria Street, at 9351 (Handicapped Parking Permit 128216); [O2022-1728]
	South Princeton Avenue, at 9638 (Handicapped Parking Permit 128742); [O2022-1725]
	South Princeton Avenue, at 9806 (Handicapped Parking Permit 128737); [O2022-1734]
	South Racine Avenue, at 8818 (Handicapped Parking Permit 128095); [O2022-1723]
	South Throop Street, at 8014 (Handicapped Parking Permit 128269); [O2022-1720]
	South Union Avenue, at 8626 (Handicapped Parking Permit 128939); [O2022-1732]
RAMIREZ-ROSA (35th Ward)	North Central Park Avenue, at 2340 (Handicapped Parking Permit 127076); [O2022-1759]
	North Ridgeway Avenue, at 4848 (Handicapped Parking Permit 129413). [O2022-1758]

Referred -- AMENDMENT OF PROHIBITION OF PARKING AT ALL TIMES.
(Except For Disabled)

The aldermen named below presented proposed ordinances to amend previously passed ordinances which prohibited the parking of vehicles at all times on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location And Permit Number
LEE (11th Ward)	Repeal Handicapped Parking Permit 101675 at 3151 South Racine Avenue; [O2022-1715]
	Repeal Handicapped Parking Permit 35726 at 3120 South Union Avenue; [O2022-1717]
RAMIREZ-ROSA (35th Ward)	Amend ordinance by striking: "North Karlov Avenue, at 2312 (Handicapped Parking Permit 125501)"; [O2022-1761]
NUGENT (39th Ward)	Repeal Handicapped Parking Permit 68118 at 4928 North Ridgeway Avenue; [O2022-1740]
	Repeal Handicapped Parking Permit 119908 at 5041 North Ridgeway Avenue. [O2022-1741]

Referred -- ESTABLISHMENT OF NO TRUCK PARKING ANYTIME ON PORTION OF S. EGGLESTON AVE.

[Or2022-146]

Alderman Brookins (21st Ward) presented a proposed order for the establishment of no truck parking anytime on South Eggleston Avenue (both sides) from West 95th Street to West 98th Place, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- INSTALLATION OF "NO SEMI-TRUCK PARKING" SIGNS ON PORTIONS OF N. CICERO AVE. AND N. MILWAUKEE AVE.

[O2022-1739]

Alderman Nugent (39th Ward) presented a proposed ordinance for the installation of "No Semi-Truck Parking" signs on North Cicero Avenue (both sides) from

West Peterson Avenue to North Forest Glen Avenue, and on North Milwaukee Avenue (both sides) from West Peterson Avenue to West Devon Avenue, to be in effect at all times, all days, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- AMENDMENT OF NO PARKING RESTRICTION EXCEPT AUTHORIZED PARK DISTRICT USERS AND PERSONNEL ON 1700 BLOCK OF S. WENTWORTH AVE.

[O2022-1735]

Alderman Sigcho-Lopez (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which established a no parking except authorized park district users and personnel on the 1700 block of South Wentworth Avenue by striking therefrom: "1700 block of South Wentworth Avenue (both sides) -- no parking restriction except authorized park district users and personnel -- 8:00 A.M. to 4:00 P.M. -- all days" and inserting in lieu thereof: "1700 block of South Wentworth Avenue (both sides) -- no parking restriction except authorized park district users and personnel -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The aldermen named below presented proposed ordinances and order to establish residential permit parking at the locations designated, for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location, Distance And Time
SIGCHO-LOPEZ (25th Ward)	South Peoria Street (west side) from 1914 to 1932 -- at all times -- all days; [O2022-1755]
	West 19th Place (both sides) from 900 to 918 -- at all times -- all days; [O2022-1754]
MALDONADO (26th Ward)	North Sacramento Avenue (even side) at 854 to 890 -- at all times -- all days. [Or2022-149]

Referred -- AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONE 2339 ON PORTIONS OF S. HAMLIN AVE. AND W. ADAMS ST.

[O2022-1738]

Alderman Ervin (28th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on March 23, 2022 which established Residential Permit Parking Zone 2339 by adding: "South Hamlin Avenue (west side) from 122 to 298, between West Wilcox Street and West Jackson Boulevard -- at all times -- all days except 8:00 A.M. to 1:00 P.M. -- Sundays"; and "West Adams Street (both sides) from 3800 to 3899, between South Hamlin Avenue and South Springfield Avenue -- at all times -- all days except 8:00 A.M. to 1:00 P.M. -- Sundays", which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- ESTABLISHMENT OF 20-MILES PER HOUR VEHICULAR SPEED LIMITATION ON PORTION OF N. DRAKE AVE.

[O2022-1763]

Alderman Ramirez-Rosa (35th Ward) presented a proposed ordinance to establish a 20-miles per hour speed limitation for vehicular traffic movement on North Drake Avenue (northbound traffic) from West Addison Street to North Elston Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- ESTABLISHMENT OF PUBLIC BENEFIT STANDING ZONE AT 2148 -- 2150 S. ARCHER AVE.

[O2022-1737]

Alderman Sigcho-Lopez (25th Ward) presented a proposed ordinance to establish a public benefit standing zone at 2148 to 2150 South Archer Avenue, to be in effect from 8:00 A.M. to 10:00 P.M., all days, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- INSTALLATION OF "STOP" SIGNS AT W. 94TH ST. AND S. HAMILTON AVE.

[O2022-1745]

Alderman O'Shea (19th Ward) presented a proposed ordinance for the installation of "Stop" signs with "No Outlet" signs on the rear of each stop sign with an arrow pointing south at the

northeast corner (facing east) and the southwest corner (facing west) on West 94th Street and South Hamilton Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- ESTABLISHMENT OF NO TRUCKS OVER 5-TONS GROSS WEIGHT LIMITATIONS ON PORTIONS OF S. PRINCETON AVE. AND S. SHIELDS AVE.

Alderman Dowell (3rd Ward) presented proposed ordinances for the establishment of no trucks over 5-tons gross weight limitations at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

South Princeton Avenue, from West 43rd Street to West 44th Place -- at all times -- all days; [O2022-1750]

South Shields Avenue, from West 43rd Street to West 44th Place -- at all times -- all days. [O2022-1751]

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2. ZONING ORDINANCE AMENDMENTS.

None.

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3. CLAIMS.

None.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Number)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN LOPEZ (15th Ward):

Referred -- CALL FOR HEARING ON FAILURE OF CHICAGO PUBLIC SCHOOLS TO MEET RELIGIOUS DIETARY NEEDS OF STUDENTS.

[R2022-597]

A proposed resolution calling on the Committee on Health and Human Relations to hold a hearing to examine Chicago Public Schools failure to meet the religious dietary needs of its students; calling on representatives from Chicago Public Schools, the Office of Nutrition Support Services and the Office of Faith-Based Initiatives, and their food providers, to appear at the aforementioned hearing to elicit testimony on its food service policies; and further, calling on representatives from the Jewish United Fund and the Islamic Food and Nutritional Council of America to elicit testimony at the aforementioned hearing on the importance of providing Kosher and Halal food to children of their respective faiths, which was *Referred to the Committee on Health and Human Relations.*

Presented By

ALDERMAN O'SHEA (19th Ward)
And OTHERS:

Referred -- ESTABLISHMENT OF POLICE OFFICERS HOME BUYER ASSISTANCE AND POLICE RECRUITMENT PROGRAM AND AMENDMENT OF CHAPTER 2-96 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-96-050 REGARDING INSTALLATION REQUIREMENTS FOR POLICE OBSERVATION DEVICES.

[O2022-1748]

A proposed ordinance, presented by Aldermen O'Shea, Hopkins, Dowell, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, Brookins, Tabares, Scott, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Austin, Villegas, Mitts, Sposato, Nugent, Napolitano, Reilly, Gardiner, Cappleman and

Silverstein, to establish a Police Officers Home Buyer Assistance and Police Recruitment Program to offer incentives to officers through a Home Buyer Assistance Incentive or Cash Bonus Incentive; and to amend Title 2, Chapter 96 of the Municipal Code of Chicago by adding new Section 2-96-050 to require the Executive Director of the Office of Public Safety Administration to procure and install additional Police Observation Device cameras at locations selected by the alderman of the ward, in consultation with the Commander of the Chicago Police Department, for each camera procured and installed by an alderman where the alderman used his or her aldermanic menu funds, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERMAN SIGCHO-LOPEZ (25th Ward) And ALDERMAN RAMIREZ-ROSA (35th Ward):

Referred -- STANDARDIZATION OF PORTION OF W. 18TH ST. AS "MAGDA RAMIREZ-CASTAÑEDA WAY".

[O2022-1757]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of West 18th Street, at the northwest corner of South Laflin Street going west to South Ashland Avenue, as "Magda Ramirez-Castañeda Way", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN TALIAFERRO (29th Ward):

Referred -- AMENDMENT OF CHAPTER 4-4 OF MUNICIPAL CODE BY ADDING NEW SECTION 4-4-125 REGARDING PROHIBITION OF THIRD-PARTY EVENTS.

[O2022-1747]

A proposed ordinance to amend Title 4, Chapter 4 of the Municipal Code of Chicago by adding new Section 4-4-125 to prohibit any licensee from allowing a third party, with or without compensation, to host an unpermitted event or party at the premises of the licensee outside

the establishment's posted operating hours unless the licensee's primary business activities include renting the premises for events and parties; to allow the Department of Business Affairs and Consumer Protection to issue a temporary permit to allow a third party to host a party or event at the premises of a licensee; and further, to require the licensee and all controlling persons to be jointly and severally liable for violations of these provisions, as well as violations that occur at or during an event or party hosted at the licensee's premises, including any parking lot or parking facility serving the licensee's premises, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF SECTION 17-6-0403-F OF MUNICIPAL CODE TO PERMIT NON-ACCESSORY PARKING AND RVS OR BOAT STORAGE WITHIN PLANNED MANUFACTURING DISTRICT NO. 15.

[O2022-1746]

Also, a proposed ordinance to amend Title 17, Chapter 6, Section 0403-F of the Municipal Code of Chicago by permitting by right the commercial use categories for non-accessory parking and vehicle sales and services for RVs or boat storage within Planned Manufacturing District Number 15, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERMAN REBOYRAS (30th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR JIMENEZ FRESH MARKET.

[O2022-1749]

A proposed ordinance to grant permission and authority to Jimenez Fresh Market to maintain and use one sign at 5330 West Belmont Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN RAMIREZ-ROSA (35th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 35.83 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. FULLERTON AVE.

[O2022-1762]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 35.83 which restricted the issuance of additional package goods licenses on West Fullerton Avenue, from North Monticello Avenue to North Kimball Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- STANDARDIZATION OF PORTION OF W. WRIGHTWOOD AVE. AS "MICHAEL H. BANKSTON III AVENUE".

[O2022-1760]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of West Wrightwood Avenue, at North Logan Boulevard going to North Spaulding Avenue, as "Michael H. Bankston III Avenue", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN NUGENT (39th Ward):

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Abunaser Shopping Center -- 3446 West Foster Avenue; and

[O2022-1710]

Jimmy's Auto Care -- 6116 North Elston Avenue.

[O2022-1711]

Presented By

ALDERMAN NAPOLITANO (41st Ward)
And OTHERS:

Referred -- AMENDMENT OF CHAPTER 4-64 OF MUNICIPAL CODE BY ADDING NEW SECTIONS 4-64-518 AND 4-64-519 REGARDING REQUIREMENTS FOR PROHIBITING ISSUANCE OF ADDITIONAL RETAIL TOBACCO DEALER LICENSES.

[O2022-1756]

A proposed ordinance, presented by Aldermen Napolitano, Hopkins, King, Hairston, Sawyer, Harris, Beale, Sadlowski Garza, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Gardiner, Cappleman, Osterman and Hadden, to amend Title 4, Chapter 64 of the Municipal Code of Chicago by adding new Sections 4-64-518 and 4-64-519 to establish ordinance requirements the Chicago City Council is to follow in order to prohibit the issuance of additional retail tobacco dealer licenses in specified areas, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN REILLY (42nd Ward):

Referred -- AMENDMENT OF CHAPTER 9-12 OF MUNICIPAL CODE BY MODIFYING SECTIONS 9-12-090 AND 9-12-100 REGARDING IMPOUNDMENT OF VEHICLES INVOLVED IN DRAG RACING OR DRIFTING.

[O2022-1766]

A proposed ordinance to amend Title 9, Chapter 12 of the Municipal Code of Chicago by modifying Sections 9-12-090 and 9-12-100 to establish rules and regulations for police officers and vehicle owners of record regarding the seizure and impoundment of vehicles involved in drag racing and drifting, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Presented By

ALDERMAN MARTIN (47th Ward):

Referred -- EXEMPTION OF WINTRUST BANK FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Two proposed ordinances to exempt Wintrust Bank from the physical barrier requirement

pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

4015 North Damen Avenue; and

[O2022-1714]

1946 West Irving Park Road.

[O2022-1716]

Presented By

ALDERMAN OSTERMAN (48th Ward):

Referred -- EXEMPTION OF CHICAGO PARKING SOLUTIONS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2022-1718]

A proposed ordinance to exempt Chicago Parking Solutions from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 933 West Margate Terrace, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HADDEN (49th Ward)
And OTHERS:

Referred -- AMENDMENT OF SECTION 14X-8-802.2.2 OF MUNICIPAL CODE BY MODIFYING HEATING REQUIREMENTS FOR DWELLING AND SLEEPING UNITS.

[O2022-1752]

A proposed ordinance, presented by Aldermen Hadden, La Spata, King, Sawyer, Harris, Sadlowski Garza, Lee, Quinn, Lopez, Coleman, Taylor, Rodriguez, Tabares, Sigcho-Lopez,

Ervin, Cardona, Mitts, Napolitano, Martin and Osterman, to amend Title 14X, Chapter 8, Section 802.2.2 of the Municipal Code of Chicago by requiring heat to be supplied to dwelling units and sleeping units where heat is furnished from a heating plant used in common for the purpose of heating more than one unit from October 1 of each year to June 1 of the succeeding year which would allow the occupants to secure a minimum temperature of 68 degrees Fahrenheit at 8:30 A.M. and thereafter until 10:30 P.M. when the outside temperature falls below 50 degrees Fahrenheit and 66 degrees Fahrenheit at 10:30 P.M. and thereafter until 8:30 A.M. when the outside temperature falls below 40 degrees Fahrenheit in all habitable spaces, toilet rooms and bathrooms, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Referred -- AMENDMENT OF SECTION 14X-8-803.2 OF MUNICIPAL CODE BY MODIFYING COOLING REQUIREMENTS FOR NURSING HOMES AND SENIOR HOUSING FACILITIES.

[O2022-1753]

Also, a proposed ordinance, presented by Aldermen Hadden, La Spata, King, Sawyer, Harris, Sadlowski Garza, Lee, Quinn, Lopez, Coleman, Curtis, Taylor, Rodriguez, Tabares, Sigcho-Lopez, Ervin, Cardona, Ramirez-Rosa, Villegas, Mitts, Vasquez, Napolitano, Martin and Osterman, to amend Title 14X, Chapter 8, Section 803.2 of the Municipal Code of Chicago by requiring nursing homes, elderly housing, adult family care centers and adult family care homes to be provided with permanent cooling and dehumidification equipment that is capable of maintaining a room temperature of 75 degrees Fahrenheit and 50 percent relative humidity in all habitable spaces, toilet rooms and public corridors, when the outdoor temperature is 84 degrees Fahrenheit or higher or the heat index reaches or exceeds 80 degrees Fahrenheit, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

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5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ET CETERA.

None.

APPROVAL OF JOURNAL OF PROCEEDINGS.

None.

UNFINISHED BUSINESS.

AMENDMENT OF TITLES 2, 4, 8 AND 17 OF MUNICIPAL CODE REGARDING ESTABLISHMENT OF CASINO IN CHICAGO.

[SO2022-1316]

On motion of Alderman Tunney, the City Council took up for consideration the report of the Special Committee on the Chicago Casino, deferred and published in the *Journal of the Proceedings of the City Council of the City of Chicago*, of May 23, 2022, page 47997, recommending that the City Council *Pass* the proposed substitute ordinance printed on pages 47998 through 48005 amending Titles 2, 4, 8 and 17 of the Municipal Code regarding the establishment of a Chicago Casino.

After debate, on motion of Alderman Tunney, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Dowell, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 41.

Nays -- Aldermen Hopkins, Beale, Burke, Lopez, Sigcho-Lopez, Reilly, Smith -- 7.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

Alderman King abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure, disclosing that her husband is of counsel for a law firm representing a casino operator.

The following is said ordinance as passed:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Section 2-32-031 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as follows:

2-32-031 Debt management policies; retention of rebate calculation agents, financial advisors, consultants, dissemination agents and qualified independent representatives.

(Omitted text is unaffected by this ordinance)

(h) (1) In connection with revenues from operation of any casino located within the City pursuant to a temporary operator permit or owners license issued by the Illinois Gaming Board, the Chief Financial Officer shall have authority to enter into agreements, instruments and other documents and provide consents, waivers or approvals as contemplated under the Host Community Agreement referenced in Section 13 of this ordinance (the "Host Community Agreement"), and perform any other ministerial acts necessary for the administration of the Host Community Agreement.

(2) Notwithstanding subparagraph (h)(1), no material amendment or change to: (i) the Host Community Agreement; or (ii) any such agreement, instrument or other document referenced in subparagraph (h)(1), shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this subsection (h) means any deviation in terms which operates to cancel or otherwise reduce any developmental, construction, sourcing or job-creating obligations of the casino developer by more than ten percent (10%) or materially changes the casino project sites or character of the casino project or the activities undertaken by the casino developer affecting the casino project sites, the casino project, or both, or increases any time agreed for performance by the casino developer by more than ninety (90) days.

(3) The Chief Financial Officer shall have the authority to retain financial advisors, consultants and services firms to provide the City advice and services in connection with administering, or otherwise relating to any activities contemplated by or arising from, any such Host Community Agreement.

(4) Any City revenues from operation of a casino within the City shall be subject to appropriation by the City Council.

SECTION 2. Section 4-4-313 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-4-313 Businesses that are or cause a nuisance.

(Omitted text is unaffected by this ordinance)

(h) For purposes of this section:

(Omitted text is unaffected by this ordinance)

(3) "Objectionable conditions" include, but are not limited to, disturbance of the peace, public drunkenness, drinking in public, harassment of passersby, illegal gambling, prostitution, loitering, public urination, lewd conduct, drug trafficking, or excessive loud noise.

SECTION 3. Section 4-6-180 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-6-180 Hotel.

(Omitted text is unaffected by this ordinance)

(f) Prohibited acts. It shall be unlawful for any licensee engaged in the business of hotel to:

(Omitted text is unaffected by this ordinance)

(2) knowingly permit prostitution, pimping, gambling or illegal possession or delivery of, or trafficking in, controlled substances or other drugs, including cannabis, to occur on or immediately adjacent to the licensed establishment; or to fail to discover such illegal acts on or immediately adjacent to the licensed establishment under circumstances in which a reasonable person, exercising ordinary care and diligence, would infer that such activity is taking place; or to fail to report to the police in a timely manner any criminal activity occurring on or immediately adjacent to the licensed establishment, if such criminal activity is observed by or reported to the licensee. Provided, however, that it shall be an affirmative defense to any prosecution under this subsection if the licensee immediately notified the police of the public nuisance occurring on or immediately adjacent to the licensed establishment. For purposes of this subsection, the term "licensee" also includes employees and agents of the licensee. Nothing in this section shall be construed to prohibit or regulate any conduct authorized by the Illinois Gambling Act, or the Sports Wagering Act, each as in effect on May 4, 2022.

(Omitted text is unaffected by this ordinance)

SECTION 4. Section 4-14-010 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-14-010 Definitions.

As used in this chapter:

(Omitted text is unaffected by this ordinance)

"Objectionable condition(s)" means any disturbance of the peace, public drunkenness, drinking in public, harassment of passersby, loitering, public urination, unlawful garbage or waste disposal, illegal gambling, lewd conduct or excessive loud noise.

(Omitted text is unaffected by this ordinance)

SECTION 5. Chapter 4-60 of the Municipal Code of Chicago is hereby amended by adding the language underscored, by deleting the language struck through, and by adding a new Section 4-60-072, as follows:

4-60-021 Ordinance prohibiting issuance of additional liquor licenses – Requirements – Procedure.

(Omitted text is unaffected by this ordinance)

(c) No ordinance to prohibit the issuance of additional liquor licenses in a specified area may:

(1) prohibit additional licenses for sale of liquor on the premises of any of the following: sports stadiums with a seating capacity of more than 3,000 persons; restaurants; hotels; casinos, as that term is defined in 230 ILCS 10/4; banquet halls licensed for incidental service of liquor only and where the principal activity is the service of food, theaters whose premises are licensed for incidental service of liquor only, that provide live stage performances and are equipped with fixed seating; any ice rink for which a valid public place of amusement license and a valid retail food license have been issued, and where the sale of alcoholic liquor is incidental to those activities; ~~or~~ facilities operated by the metropolitan pier and exposition authority; or Sports Plazas, as that term is defined in ~~section~~ Section 4-60-075;

(Omitted text is unaffected by this ordinance)

4-60-024 Lapse of license – Transfer of interest.

Whenever the liquor license for a premises located within an area described in Section 4-60-022 or Section 4-60-023 lapses for failure to renew or is revoked for cause, no new license shall be issued for that premises, unless the premises is a sports stadium with a seating capacity greater than 3,000 persons, a casino, as that term is defined in 230 ILCS 10/4, a restaurant, or a hotel, or is operated by the metropolitan pier and exhibition authority. If the premises is any of the foregoing, any new license shall be limited to sale of alcoholic liquor for consumption on the premises. Nothing in Section 4-60-022 or Section 4-60-023 prevents or prohibits the issuance of an additional license to allow continued operation of an existing business within an area specified in either section by a new licensee, if the license is of the same type and if the successor licensee is any of the following: (a) the legal spouse of the prior licensee at the time of application for the new license; or (b) a parent, natural or adopted child of the prior licensee; or (c) an heir of the prior licensee by intestate succession, or a testamentary devisee of the prior licensee, and, after the death of the prior licensee, has thereby received the prior owner's interest in the licensed business; or (d) any other person who already shares ownership in the licensed business, or is acquiring less than five percent of the shares of a corporate licensee; or (e) any other person who is acquiring the licensed business by purchase.

(Omitted text is unaffected by this ordinance)

4-60-072 Liquor licenses in a casino.

A liquor licensee in a casino, as that term is defined in 230 ILCS 10/4, shall be subject to all provisions of this chapter, except for subsections (e) and (f) of Section 4-60-040; the 35-day review period of subsection (h) of Section 4-60-040; Section 4-60-050; Section 4-60-130; and any provision of this Code regarding hours for the sale and consumption of alcoholic liquor.

SECTION 6. Chapter 4-156 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-156-010 Definitions.

For purposes of this chapter:

"Amusement" means: (1) any exhibition, performance, presentation or show for entertainment purposes, including, but not limited to, any theatrical, dramatic, musical or spectacular performance, promotional show, motion picture show, flower, poultry or animal show, animal act, circus, rodeo, athletic contest, sport, game or similar exhibition such as boxing, wrestling, skating, dancing, swimming, racing, or riding on animals or vehicles, baseball, basketball, softball, football, tennis, golf, hockey, track and field games, bowling or billiard or pool games; (2) any entertainment or recreational activity offered for public participation or on a membership or other basis including, but not limited to, carnivals, amusement park rides and games, bowling, billiards and pool games, dancing, tennis, racquetball, swimming, weightlifting, bodybuilding or similar activities; or (3) any paid television programming, whether transmitted by wire, cable, fiber optics, laser, microwave, radio, satellite or similar means. "Amusement" does not include lawful gambling at a casino, as that term is defined in 230 ILCS 10/4.

(Omitted text is unaffected by this ordinance)

4-156-150 Definitions.

As used in this chapter:

"Automatic amusement device" means any machine, which, upon the insertion of a coin, slug, token, card or similar object, or upon any other payment method, may be operated by the public generally for use as a game, entertainment or amusement, whether or not registering a score, and includes but is not limited to such devices as jukeboxes, marble machines, pinball machines, movie and video booths or stands and all games, operations or transactions similar thereto under whatever name by which they may be indicated. Bingo devices are deemed gambling devices and are therefore prohibited for use except as provided by state law. If a machine consists of more than one game monitor which permits individuals to play separate games simultaneously, each separate game monitor shall be deemed an automatic amusement device. An "automatic amusement device" does not include a machine used for lawful gambling at a casino, as that term is defined in 230 ILCS 10/4.

(Omitted text is unaffected by this ordinance)

4-156-450 Gambling.

It is unlawful for any licensee to conduct or permit any person to conduct any raffle, lottery or chance distribution of money, or article of value, or any gift enterprise or any form of gambling upon the licensed premises; provided, however, that nothing in this Section shall be construed to prohibit any conduct authorized by the Sports Wagering Act, 230 ILCS 45/25-1, et seq. or the Illinois Gambling Act, 230 ILCS 10/1, et seq., each as in effect on May 4, 2022.

4-156-160 Tax imposed.

An annual tax in the amount of $150.00 for each calendar year is imposed upon all automatic amusement devices operated for gain or profit per device. This section does not apply to a casino, as that term is defined in 230 ILCS 10/4.

SECTION 7. Section 8-12-010 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

8-12-010 Gambling prohibited.

No person shall play or engage in faro, roulette, or gambling for money or other valuable thing, or in any other device or game of chance, hazard, or skill, either as bookmaker, dealer, keeper, player, or otherwise, for the purpose of gaming or gambling for money or other valuable thing. Nothing in this chapter shall be construed to prohibit any conduct authorized by the following statutes, each as in effect on May 4, 2022: the Illinois Lottery Law, the Illinois Horse Racing Act, the Raffles and Poker Runs Act, the Illinois Pull Tabs and Jar Games Act, the Bingo License and Tax Act, the Charitable Games Act, the Illinois Gambling Act, or the ~~Illinois~~ Sports Wagering Act.

SECTION 8. Section 17-4-0200 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by inserting the underscored language, as follows:

17-4-0200 Allowed Uses.

(Omitted text is unaffected by this ordinance)

17-4-0207 Use Table and Standards

USE GROUP	**Zoning Districts**				**Use Standard**	**Parking Standard**
Use Category / Specific Use Type	**DC**	**DX**	**DR**	**DS**		
P = permitted by right S = special use approval req'd PD = planned development approval req'd - = not allowed						
COMMERCIAL						
(Omitted text is unaffected by this ordinance)						
RR. Sports and Recreation, Participant						
(Omitted text is unaffected by this ordinance)						
3. Indoor	P	P	-	P	17-9-0120	17-10-0208
(Omitted text is unaffected by this ordinance)						

SECTION 9. Section 17-8-0500 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by inserting the underscored language, as follows:

17-8-0500 Mandatory Planned Development Thresholds.

(Omitted text is unaffected by this ordinance)

17-8-0510-E *Planned Development* review and approval is required for any *casino* use and such

use may only be established in a DX zoning district.

(Omitted text is unaffected by this ordinance)

SECTION 10. Section 17-9-0100 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by inserting the underscored language, as follows:

17-9-0100 Use Standards.

(Omitted text is unaffected by this ordinance)

17-9-0120 Casino. All such uses must be:

1. conducted within *completely enclosed buildings*;

2. located in a DX zoning district; and

3. established pursuant to the *planned development* standards of Section 17-8-0500.

SECTION 11. Section 17-13-200 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by inserting new subsection 17-13-0205, as follows:

17-13-0200 Zoning Ordinance text amendments.

(Omitted text is unaffected by this ordinance)

17-13-0205 Exception. Any proposed text amendment involving the establishment of a *casino* in the City of Chicago which is referred to the City Council Special Committee on the Chicago Casino is excepted from the procedures outlined in Sections 17-13-0201, 17-13-0202, and 17-13-0203.

(Omitted text is unaffected by this ordinance)

SECTION 12. Section 17-7-0100 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the language struck through and by inserting the underscored language, as follows:

17-17-0100 Use Group and Category Descriptions.

(Omitted text is unaffected by this ordinance)

17-17-0104-AA Sports and Recreation, Participant. Provision of sports or recreation primarily by and for participants. (Spectators would be incidental and on a nonrecurring basis). The following are participant sports and recreation use types (for either general or personal use):

(Omitted text is unaffected by this ordinance)

3. Indoor. Participant sport and recreation uses conducted within an enclosed building, other than arcades and *entertainment cabarets*. Typical uses include bowling alleys, billiard parlors, shooting range facilities, ~~and~~ physical fitness centers, and *casinos*.

(Omitted text is unaffected by this ordinance)

17-17-0200 General Terms.

(Omitted text is unaffected by this ordinance)

17-17-0234 ~~Reserved.~~ Casino. A facility at which gambling is authorized as provided in the Illinois Gambling Act as in effect on May 4, 2022.

(Omitted text is unaffected by this ordinance)

SECTION 13. The Mayor is authorized to negotiate and enter into a Host Community Agreement with Bally's Corporation or a subsidiary thereof whose obligations to the City are guaranteed by Bally's Corporation (the "Selected Applicant"), substantially in the form attached as Exhibit A, (the "Host Community Agreement"), to the casino resolution accompanying this ordinance, for the purpose of memorializing the details concerning the development and operation of a casino in the City of Chicago by the Selected Applicant.

SECTION 14. The Selected Applicant shall pay to the City $40 million upfront payment for the benefit of developing and operating a casino in the City of Chicago (the "Fixed Incentive Payment") as provided in the Host Community Agreement upon the signing of the Host Community Agreement. Subject to appropriation, the City intends to allocate the entirety of the Fixed Incentive Payment for payment towards the City's annual required pension contribution for any City of Chicago annuity and benefit fund created under the Illinois Pension Code (40 ILCS 5/1-101, et. seq.).

SECTION 15.

(a) The Chief Financial Officer, in consultation with the Commissioners of Planning and Development, Transportation, and Housing, and the Chief Procurement Officer, shall provide a quarterly report to the City Council Committee on Contracting Oversight and Equity detailing compliance with construction contracting goals, vendor goals, aggregate construction job numbers and aggregate operating job numbers that are required under Section 2.c. and Section 3.b. of Exhibit A-2 of the Host Community Agreement; and Section 2.a. and Section 2.b. of the Exhibit A-3 of the Host Community Agreement (including data broken down by ethnicity).

(b) The Chief Financial Officer, the Commissioners of Planning and Development, Transportation, and Housing, and the Chief Procurement Officer shall appear annually during the construction of a casino in the City of Chicago at a public hearing before the

City Council Committee on Contracting Oversight and Equity to provide a report regarding compliance with the construction contracting goals, vendor goals, aggregate construction job numbers and aggregate operating job numbers that are required under Section 2.c. and Section 3.b. of Exhibit A-2 of the Host Community Agreement; and Section 2.a. and Section 2.b. of the Exhibit A-3 of the Host Community Agreement (including data broken down by ethnicity).

SECTION 16. Any liquidated damages paid to the City under Exhibit A-2 of the Host Community Agreement shall be placed into a fund, pursuant to the Budget Director's direction and subject to appropriation, to be utilized for support of the City's contracting equity and workforce development programs and related uses.

SECTION 17. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 18. This ordinance shall be in full force and effect upon due passage and approval.

HOST COMMUNITY AGREEMENT WITH BALLY'S CORPORATION FOR DEVELOPMENT AND OPERATION OF CHICAGO CASINO.

[SR2022-587]

On motion of Alderman Tunney, the City Council took up for consideration the report of the Special Committee on the Chicago Casino, deferred and published in the *Journal of the Proceedings of the City Council of the City of Chicago*, of May 23, 2022, page 48006, recommending that the City Council *Pass* the proposed substitute resolution printed on pages 48006 through 48221 amending Titles 2, 4, 8 and 17 of the Municipal Code regarding the establishment of a Chicago casino.

After debate, on motion of Alderman Tunney, the said proposed substitute resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Dowell, Hairston, Sawyer, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 41.

Nays -- Aldermen Hopkins, Beale, Burke, Lopez, Sigcho-Lopez, Reilly, Smith -- 7.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

Alderman King abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure, disclosing that her husband is of counsel for a law firm representing a casino operator.

The following is said resolution as adopted:

WHEREAS, In 2019, Public Act 101-0031 amended the Illinois Gambling Act (the "Act"), 230 ILCS 10/1, et seq., to significantly expand gaming throughout Illinois; and

WHEREAS, The Act allows the Illinois Gaming Board ("IGB") to issue one owners license authorizing the conduct of casino gambling in the City of Chicago (the "City"); and

WHEREAS, Following the amendment of the Act, the City issued its Request for Proposals -- Casino in the City of City (the "RFP") to identify prospective developers of a casino to be located within the City (the "Casino"); and

WHEREAS, In response to the RFP, the City received five Casino proposals (each a "Proposal") from four RFP applicants (each an "Applicant"); and

WHEREAS, In accordance with Section 7(e-5) of the Act, (1) on November 19, 2021, a summary of each Applicant's Proposal was publicly released and posted on the City's casino website at https://www.chicago.gov/city/en/sites/chicago-casino/home/rfp.html and (2) on December 16, 2021, each Applicant made a public presentation concerning its Proposal; and

WHEREAS, An evaluation committee of the City (the "Committee") consisting of representatives from a number of City departments and offices was created to review the proposals and make recommendations to the City's Mayor, the Honorable Lori E. Lightfoot; and

WHEREAS, Various members of the Committee, along with other City personnel, extensively reviewed each of the Proposals and met with each Applicant concerning its Proposal; and

WHEREAS, On March 22, 2022, the City publicly released its casino evaluation report (the "Evaluation Report") and posted such Evaluation Report on the City's casino website at: https://www.chicago.gov/city/en/sites/chicago-casino/home/evaluation-report.html; and

WHEREAS, The Evaluation Report provides a detailed overview of the five Proposals received in response to its RFP and the Evaluation Committee's findings relating to each Proposal; and

WHEREAS, Based on the findings in the Evaluation Report, the City selected the following three Applicants as finalists (listed in alphabetical order): Bally's Corporation at the Tribune Site, Hard Rock at the ONE Central Site, and Rivers 78 at the 78 site; and

WHEREAS, In accordance with Section 7(e-5) of the Act, in April 2022, the City and each of the three finalist Applicants held a public community engagement hearing concerning each Proposal where, among other things, the following matters were discussed: (1) the Applicant's good faith negotiations with the City; (2) the location of the Applicant's proposed permanent casino; (3) the location of the Applicant's proposed temporary casino; (4) the proposed percentage of revenues of the Applicant's Casino that would be shared with the City, if any, and other financial commitments made by the respective Applicant to the City; and (5) matters concerning zoning, licensing, public health, or other issues relating to the Proposal that are within the jurisdiction of the City; and, at each such public hearing, members of the public were afforded an opportunity to present written and oral comments and questions concerning each Applicant's Proposals; and

WHEREAS, The City, through a public email address, also accepted hundreds of comments from the public concerning the Proposals; and

WHEREAS, Following the community engagement hearings, the City continued its discussions and negotiations with each finalist Applicant, and on May 5, 2022, Mayor Lightfoot selected Bally's Corporation or a subsidiary thereof whose obligations to the City are guaranteed by Bally's Corporation as the selected Applicant (the "Selected Applicant"); and

WHEREAS, The City Council strongly supports the selection of the Selected Applicant to develop and operate a Casino in the City; and

WHEREAS, As required by Section 7(e-5) of the Act, the City Council finds that: (1) the Selected Applicant has negotiated with the City in good faith; (2) the Selected Applicant and the City have mutually agreed upon the permanent location of the Casino; (3) the Selected Applicant and the City have mutually agreed upon the temporary location of the Casino; (4) the Selected Applicant and the City have mutually agreed upon the percentage of

revenues that will be shared with the City, if any; (5) the Selected Applicant and the City have mutually agreed in general terms on the zoning, licensing, public health and other issues under the jurisdiction of the City; and

WHEREAS, The City Council desires to certify the Selected Applicant to the IGB; now, therefore,

Be It Resolved, The foregoing preambles are hereby adopted and incorporated into this resolution; and

Be It Further Resolved, The Mayor is authorized to negotiate and enter into a Host Community Agreement with the Selected Applicant, substantially in the form attached hereto as Exhibit A, (the "Host Community Agreement"), for the purpose of memorializing the details concerning development and operation of the Casino; and

Be It Further Resolved, This resolution shall constitute the resolution in support of the Casino in the City as required by Section 7(e-5) of the Act; and

Be It Further Resolved, The Selected Applicant is hereby certified to the IGB effective upon the Closing Date as that term is defined in the Host Community Agreement and the Mayor is authorized to execute all necessary documents consistent with this certification or otherwise required by the IGB in conjunction with this certification; and

Be It Further Resolved, The Selected Applicant shall pay $2 Million per year for purposes of community benefits (the "Community Benefit Funds") upon the opening of the Casino at a temporary location as provided in the Host Community Agreement. Subject to appropriation, the City intends to allocate the Community Benefit Funds to provide additional public safety services in the area surrounding the temporary casino location, as determined by the City, in consultation with the Selected Applicant. Upon the opening of the Casino at a permanent location as provided in the Host Community Agreement, the City, subject to appropriation, intends to allocate out of the Community Benefit Funds: (i) $1 Million to provide additional public safety services in the area surrounding the permanent Casino location, as determined by the City, in consultation with the Selected Applicant; and (ii) $1 Million to provide funding for community service projects that are selected in consideration of public input provided through the office of the alderman of the affected ward; and

Be It Further Resolved, To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this resolution, the provisions of this resolution shall control. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this resolution; and

Be It Further Resolved, This resolution shall be in full force and effect following due passage and approval.

Host Community Agreement with Bally's Chicago Operating Company LLC reads as follows:

Host Community Agreement With Bally's Chicago Operating Company LLC.

This Host Community Agreement is dated as of _____, 2022, by and between the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, ("**City**"), having its principal place of business at 121 N. LaSalle Street, Chicago, Illinois 60602 and Bally's Chicago Operating Company, LLC, an Illinois limited liability company with a place of business at c/o Bally's Corporation, 100 Westminster Street, Providence, RI 02903 ("**Developer**"). Capitalized terms used and not defined elsewhere in this Agreement are defined in Section 1.

RECITALS

A. On June 28, 2019, the Governor of the State of Illinois (the "**State**") signed into law Public Act 101-0031, which public act significantly expanded gaming throughout the State by, among other things, amending the Illinois Gambling Act, 230 ILCS 10/1 et seq., as amended from time to time (such Illinois Gambling Act and all rules and regulations promulgated thereunder, the "**Act**") and authorizing the Illinois Sports Wagering Act, 230 ILCS 45/25 et seq., as amended from time to time (such Illinois Sports Wagering Act and all rules and regulations promulgated thereunder, the "**Sports Wagering Act**").

B. The Act authorizes the issuance of one (1) owners license within the City, and provides the City authority to regulate the location of the Project and regulate zoning, licensing, public health and other issues that are within the jurisdiction of the City concerning the Project;

C. Under Section 7(e-5) of the Act, for an application for a City-based owners license to be considered by the Illinois Gaming Board (the "**Board**"), the City must certify the following requirements (collectively, the "**(e-5) Requirements**") to the Board:

(i) that the applicant has negotiated with the City in good faith;

(ii) that the applicant and the City have mutually agreed on the permanent location of the casino;

(iii) that the applicant and the City have mutually agreed on the temporary location of the casino;

(iv) that the applicant and the City have mutually agreed on the percentage of revenues that will be shared with the City;

(v) that the applicant and the City have mutually agreed on any zoning, licensing, public health or other issues that are within the jurisdiction of the municipality or county;

(vi) that the City Council has passed a resolution or ordinance in support of the casino in the City;

(vii) that the applicant has made a public presentation concerning its casino proposal; and

(viii) that the applicant has prepared a summary of its casino proposal and such summary has been posted on a public website of the City.

D. The Project will result in Developer paying millions of dollars of property taxes, gaming taxes and fees to the City, investing millions of dollars in capital improvements in the City and creating thousands of construction jobs and direct jobs, as well as related indirect jobs and revenue, for both the City and the surrounding area.

NOW, THEREFORE, in consideration of their mutual execution and delivery of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions; References.

The terms defined in this Section 1 shall have the meanings indicated for purposes of this Agreement. Definitions which are expressed by reference to the singular or plural number of a term shall also apply to the other number of that term. References to Recitals, Sections and Exhibits herein refer to the Recitals and Sections in this Agreement and Exhibits attached to this Agreement.

"**Act**" is defined in Recital A.

"**Additional Commitments**" means collectively, those obligations of Developer set forth in Section 4.3.

"**Affiliate**" means a Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, another Person.

"**Agreement**" means this Host Community Agreement including all exhibits and schedules attached hereto, as the same may be amended, supplemented or otherwise modified from time to time.

"**Application**" means Developer's application for a License in the form and containing such information, documents, certifications and signatures as required by the Act.

"**Approvals**" means all or any licenses, permits, approvals, consents and authorizations that Developer is required to obtain from any Governmental Authority to perform and carry out its obligations under this Agreement, including, but not limited to, the Developer's License, the Planned Development, and such other permits and licenses necessary to complete the Work, and to open, operate and occupy the Project Site and the Project.

"**Board**" is defined in Recital C.

"**Bringdown Schedule**" is defined in Section 2.3(c).

"**Business Day**" means all weekdays except Saturday and Sunday and those that are official legal holidays of the City, State or the United States government. Unless specifically stated as "Business Days," a reference to "days" means calendar days.

"**Casino**" means the premises, buildings and improvements in the City in which Gaming is conducted by Developer pursuant to the Act, the Sports Wagering Act and this Agreement, but shall not include any public streets or other public ways.

"**Casino Gaming Operations**" means any Gaming operations permitted under the Act or the Sports Wagering Act and offered or conducted at the Project.

"**Casino Management Agreement**" means any agreement or arrangement that may be entered into by and between Developer and a Casino Manager or pursuant to which Developer pays any fees to a Casino Manager.

"**Casino Manager**" means any Person (a) who or which has been engaged, hired or retained by or on behalf of Developer to manage or operate the Casino and the Casino Gaming Operations or (b) to whom or which Developer has any liability to pay management fees, license fees, royalties or like payments for the management or operation of the Casino and the Casino Gaming Operations, in each case, excluding Developer's employees and the employees of Parent Company and its subsidiaries.

"**Certification**" shall mean the certification made by the City that Developer has satisfied the (e-5) Requirements.

"**City**" means the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois.

"**City Consultants**" is defined in the definition of "Development Process Cost Fees".

"**City Council**" shall mean the duly elected municipal council of the City of Chicago, Illinois.

"**Closing Certificate**" means the certificate to be delivered by Developer in substantially the form of Exhibit G.

"**Closing Conditions**" is defined in Section 2.3.

"**Closing Date**" is defined in Section 4.10.

"**Closing Deliveries**" is defined in Section 2.3(a).

"**Complete**" means the substantial completion of the Work, as evidenced by the issuance of a temporary certificate of occupancy by the appropriate Governmental Authority for all Components to which a certificate of occupancy would apply, and in any case that:

(a) in the case of either Project, not less than seventy-five percent (75%) of the Gaming Area is open to the general public for its intended use;

(b) in the case of the Temporary Project, Gaming Machines and Table Games constituting not less than 600 Gaming Positions have been installed and are operable for Casino Gaming Operations; and

(c) in the case of the Permanent Project, not less than:

(i) seventy-five percent (75%) of the Parking Spaces are open for their intended use by patrons and employees of the Project;

(ii) seventy-five percent (75%) of the Initial Hotel Rooms are rented or available for rental by overnight guests;

(iii) seventy-five percent (75%), taken as a whole, of the Retail Floor Space, the Restaurant Floor Space, the Event Space, the Exhibition Space, the Visitor Center Space and the other Components, but excluding the Greenspace, is open to the general public for its intended use, including at least five (5) distinct food and beverage outlets (counting a 'food hall', 'marketplace', 'food truck stand', cafeteria or other venue featuring multiple outlets but common patron seating as a single outlet); and

(iv) the Riverwalk Running Length is open for traverse by the general public alongside the Chicago River for all or such portion of the length of the Project Site (Permanent) as determined by the Planned Development and, taken as a whole, seventy-five percent (75%) complete.

"**Component**" means any of the following:

(i) the Parking Spaces;

(ii) the Gaming Area;

(iii) the Gaming Machines, the Table Games and the Poker Tables;

(iv) an in-person sports book located at the Project in accordance with any requirements therefor necessary to comply with the Sports Wagering Act;

(v) the Retail Floor Space;

(vi) the Restaurant Floor Space, including (A) at least five (5) table-service restaurants, (B) at least one (1) fast-casual restaurant or 'food hall', (C) at least one carry-out or 'café' food service establishment, (D) the Rooftop Bar, and (E) at least four (4) other bars and lounges;

(vii) the Hotel Tower;

(viii) the Hotel Rooms;

(ix) the Event Space;

(x) the Exhibition Space;

(xi) the Visitor Center Space;

(xii) the Riverwalk Running Length;

(xiii) the Required Seawall Running Length (if any);

(xiv) the Greenspace;

(xv) private bus, limousine and taxi parking and staging areas;

(xvi) the other facilities described on Exhibits B-1 and B-2; and

(xvii) such other major facilities that may be added as components by amendment to this Agreement.

"**Concept Design Documents**" means documents for the design of the Project as described on Exhibit D, which such documents may be subject to change, alteration or modification as provided in Section 3.1(c) and (e).

"**Condemnation**" means a taking of all or any part of the Project by eminent domain, condemnation, compulsory acquisition or similar proceeding by a competent authority for a public or quasi-public use or purpose.

"**Construction Completion Date (Permanent Project)**" means the date occurring no later than thirty-six (36) months and one day following Operations Commencement for the Temporary Project, *provided, however,* that upon written request of the Developer to the City and upon Developer's showing that it timely commenced and has been diligently pursuing construction of the Permanent Project, the City may consent to up to two three (3)-month extensions of the Construction Completion Date (Permanent Project) followed by one two (2)-month extension of the Construction Completion Date (Permanent Project) (each, a "**Permanent Project Extension**"), the first of which shall be consented to automatically by the City and any subsequent consent not to be unreasonably withheld, conditioned, or delayed. In the event that the Construction Completion Date (Permanent Project) is extended beyond the period terminating thirty-six (36) months and one day following Operations Commencement for the Temporary Project and the Temporary Project does not remain operational and open to the public, the City may exercise its rights under Section 7.4 hereunder. The City shall not grant more than three (3) Permanent Project Extensions without an amendment of this Agreement.

"**Construction Completion Date (Temporary Project)**" means the date occurring no later than twelve (12) months following the date on which the Board reaches a Finding of Preliminary Suitability for the Developer, *provided, however,* that upon written request of the Developer to the City and upon Developer's showing that it timely commenced and has been diligently pursuing construction of the Temporary Project, the City may consent to up to two extensions of the Construction Completion Date (Temporary Project), an initial three (3)-month extension and, if requested by Developer, a two (2)-month extension (each, a "**Temporary Project**

Extension"), in each case the City's consent not to be unreasonably withheld, conditioned, or delayed, *provided further, however*, that the City shall not grant more than two (2) Temporary Project Extensions without an amendment of this Agreement.

"**Control(s)**" or "**Controlled**" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, as such terms are used by and interpreted under federal securities laws, rules and regulations.

"**Court**" is defined in Section 13.4.

"**Default**" means any event or condition that, but for the giving of a Default Notice or the lapse of time, or both, would constitute an Event of Default.

"Default Notice" means a written notice addressed to Developer by the City that a Default has occurred.

"**Default Period**" is defined in Section 7.4.

"**Default Rate**" means a rate of interest at all times equal to the greater of (i) the rate of interest announced from time to time by Bank of America, N.A. ("**B of A**"), or its successors, as its prime, reference or corporate base rate of interest, or if B of A is no longer in business or no longer publishes a prime, reference or corporate base rate of interest, then the prime, reference or corporate base rate of interest announced from time to time by the bank with offices in Chicago, Illinois having from time to time the largest capital surplus, plus four percent (4%) per annum, or (ii) six percent (6%) per annum, provided, however, the Default Rate shall not exceed the maximum rate allowed by applicable law.

"**Developer**" means Bally's Chicago Operating Company, LLC, its successors or assigns as permitted hereunder.

"Developer's Confidential Items" is defined in Section 6.4.

"**Developer's License**" means the License issued to the Developer.

"**Developer's Payments**" is defined in Section 4.7(a).

"Developer's Response" means the proposal and all information contained therein, dated October 29, 2021, as supplemented through the date of this Agreement, submitted by Developer to the City in response to the Request for Proposal.

"**Development Process Cost Fees**" means the aggregate amount of any and all costs and expenses in good faith incurred by the City to third parties (including attorneys, paralegal professionals, accountants, consultants and others at such professionals', consultants' and others' customary rates charged to their respective non-municipal clients), whether before, on or after the date hereof and whether retained by the City directly or through one or more of such third parties, in connection with the City's preparation of the Request for Proposal and review of responses relating thereto; the City's due diligence, mitigation review, study and investigations of and

concerning the Project and Developer; the selection of Developer as the Person with whom the City has negotiated this Agreement; the negotiation, interpretation, preparation, compliance with and enforcement of this Agreement; the planning, zoning, development, construction, ownership, management, use or operation of the Project; the issuance, maintenance or revocation of the Developer's License; Developer's compliance with the Act; review of Developer's Application and any limitations on its License; and any litigation filed by or against the City or in which the City intervenes in connection with any of the foregoing. Such third parties shall be referred to herein as the "**City's Consultants**".

"**Direct Or Indirect Interest**" means an interest in an entity held directly or an interest held indirectly through interests in one or more intermediary entities connected through a chain of ownership to the entity in question, taking into account the dilutive effect of the interests of others in such intermediary entities.

"**(e-5) Requirements**" is defined in Recital C.

"**EAV**" means Equalized Assessed Valuation.

"**EBITDAM**" means, for any period, earnings before interest, income taxes, depreciation, amortization and Management Fees of the Developer for such period, determined in accordance with GAAP applied consistently with Developer's audited financial statements; provided, that, while EBITDAM may make provision for allocation of Project-related corporate-level expenditures of Parent Company (e.g., for compensation and benefits payable in respect of employees of the Project), EBITDAM shall add back all "home office" or other overhead unrelated to the Project.

"**Effective Date**" is defined in Section 2.2.

"**Escrow Agent**" is defined in Section 10.4.

"**Event**" or "**Events**" are defined in the definition of "Material Adverse Effect".

"**Event of Default**" is defined in Section 7.1.

"**Event Space**" means approximately 65,000 square feet of interior space in the Permanent Project which is designed, constructed, finished and fitted out for use as one or more theater, live music, convention or special events venues in accordance with First-Class Project Standards and Governmental Requirements but, in any case, at least one such venue capable of seating approximately 3,000 attendees; *provided*, that "Event Space" does not include any of the Gaming Area, the Restaurant Floor Space, the Retail Floor Space, the Hotel Rooms, the Hotel Tower, the Exhibition Space or the Visitor Center.

"**Exhibition Space**" means approximately 23,000 square feet of interior space in the Permanent Project which is designed, constructed, finished and fitted out for use museum/exhibition space in accordance with First-Class Project Standards and Governmental Requirements; *provided*, that "Exhibition Space" does not include any of the Gaming Area, the Restaurant Floor Space, the Retail Floor Space, the Hotel Rooms, the Hotel Tower, the Event Space or the Visitor Center.

"**Financing**" means the act, process or an instance of obtaining funds specifically designated by Developer, Parent Company or any Affiliate of Developer or Parent Company for use in the Project (including any securities having a prospectus or other offering document which expressly lists the Project or the design, development, construction, fitting out, bankroll or operation thereof as a use of net proceeds from the sale of such securities), whether secured or unsecured, or whether initially funded or as part of a refinancing, including (i) issuing securities; (ii) drawing upon any existing or new credit facility; or (iii) contributions to capital by any Person.

"**Final Completion (Permanent Project)**" means the completion of the Work, as evidenced by the issuance of a temporary certificate of occupancy by the City's Department of Buildings for all Components comprising the Permanent Project to which a certificate of occupancy would apply, and, in any case, that not less than:

(i) ninety percent (90%) of the Parking Spaces are open for their intended use by patrons and employees of the Project;

(ii) ninety percent (90%) of the Gaming Area is open to the general public for its intended use;

(iii) ninety percent (90%), taken as a whole, of the Hotel Tower shall be completed and the Hotel Extension Infrastructure installed;

(iv) ninety percent (90%) of the Initial Hotel Rooms are rented or available for rental by overnight guests;

(v) ninety percent (90%), taken as a whole, of the Retail Floor Space, the Restaurant Floor Space, the Event Space, the Exhibition Space, the Visitor Center Space, the Greenspace, the Riverwalk Running Length and all of the remaining Components is open to the general public for its intended use, including at least the Rooftop Bar and five (5) other distinct food and beverage outlets (counting a 'food hall', 'marketplace', 'food truck stand', cafeteria or other venue featuring multiple outlets but common patron seating as a single outlet); and

(vi) the Riverwalk Running Length is open for traverse by the general public for at least the length of adjacency with the Hotel Tower and Casino.

"**Final Completion (Temporary Project)**" means the completion of the Work, as evidenced by the issuance of a temporary certificate of occupancy by the City's Department of Buildings for all Components comprising the Temporary Project to which a certificate of occupancy would apply, and, in any case, that not less than:

(i) ninety percent (90%) of the Gaming Area is open to the general public for its intended use; and

(ii) in the case of the Temporary Project, Gaming Machines and Table Games constituting not less than 800 Gaming Positions have been installed and are operable for Casino Gaming Operations.

"**Final Completion Date**" means (i) for the Temporary Project, the date occurring no later than three (3) months following the Construction Completion Date (Temporary Project), unless otherwise agreed to by the Parties in writing and (ii) for the Permanent Project, the date occurring no later than six (6) months following Construction Completion Date (Permanent Project).

"**Finding of Preliminary Suitability**" is defined in Section 3.1(a).

"**Finish Work**" refers to the finishes which create the internal and external appearance of the Project.

"**First-Class Project Standards**" means: (a) facilities and amenities for the Components consistent with the level and quality of other high-end integrated casino resort developments opened in urban settings in the United States in the six (6) years prior to the Closing Date; (b) the Finish Work and furnishings is to the level and quality of high-end integrated casino resort developments opened in urban settings in the United States in the six (6) years prior to the Closing Date; and (c) five-star quality for 100 guest suites and 400 hotel guest rooms comparable to other high-end luxury hotels.

"**Force Majeure**" is defined in Section 12.1.

"**Force Majeure Period**" means, with respect to any event of Force Majeure:

(a) the period commencing on the date when the event of Force Majeure occurs and continuing thereafter until the earlier of (x) the cessation of the event of Force Majeure or (x) the first date when Developer, its agents and contractors could, through the prompt and diligent exertion by Developer, its agents and its contractors of all commercially reasonable efforts cure, the delay resulting from the event of Force Majeure notwithstanding that the event of Force Majeure is then ongoing; plus

(b) the additional period, if any, continuing immediately after the cessation of such event of Force Majeure (x) during which ongoing delay, beyond the reasonable control of Developer (and its agents and contractors) and of which such event of Force Majeure is the predominant and proximate cause, continues to impair in a material respect the performance of Developer's obligations under this Agreement notwithstanding the prompt and diligent exertion by Developer, its agents and its contractors of all commercially reasonable efforts so to perform and (y) which could not have been avoided or shortened by commercially reasonable efforts to foresee, mitigate or cure such continuing delay (to the extent that such delay was foreseeable or susceptible to mitigation or cure), by Developer and its agents and contractors;

(c) provided, that each day when performance is so delayed shall be counted only once notwithstanding that multiple events of Force Majeure may have occurred and, as yet, not have ceased or the delay therefrom not have been cured on such day.

"**GAAP**" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or

in such other statements by such other entity as may be approved by a significant segment of the accounting profession for use in the United States, which are applicable to the circumstances as of the date of determination.

"**Gambling Game**" shall have the same definition as in the Act.

"**Gaming**" means the conduct of a Gambling Game or Sports Wagering.

"**Gaming Area**" means any space in the Project, as authorized by Governmental Requirements, in which Casino Gaming Operations occurs, together with the immediately adjoining patron circulation space, consisting of (i) approximately 168,000 contiguous square feet on a single level in the case of the Permanent Project and (ii) approximately 37,000 square feet in the case of the Temporary Project, in each case, which has been designed, constructed, finished and fitted out in accordance with First-Class Project Standards and Governmental Requirements; *provided*, that "Gaming Area" does not include any of the Retail Floor Space, the Restaurant Floor Space, the Hotel Rooms, the Hotel Tower, the Event Space, the Exhibition Space or the Visitor Center Space.

"**Gaming Authority**" or "**Gaming Authorities**" means any agencies, authorities and instrumentalities of the City, State, or the United States, or any subdivision thereof, having jurisdiction over the Gaming or related activities at the Casino, including the Board, or their respective successors.

"**Gaming Positions**" means 'gaming positions' as defined in the rules of the Board promulgated under the Act.

"**Gaming Machines**" means (i) approximately 3,400 Slot Machines (as such term is defined in the Act) in the case of the Permanent Project and (ii) approximately 500 Slot Machines (as such term is defined in the Act) in the case of the Temporary Project.

"**Governmental Authority**" or "**Governmental Authorities**" means any federal, state, county or municipal governmental authority (including the City), including all executive, legislative, judicial and administrative departments and bodies thereof (including any Gaming Authority) having jurisdiction over Developer or the Project.

"**Governmental Requirements**" means the Act, Sports Wagering Act, Municipal Code and all laws, ordinances, statutes, executive orders, rules, zoning requirements, policies (including but not limited to the City's Sustainable Development Policy) and agreements of any Governmental Authority that are applicable to the acquisition, remediation, renovation, demolition, development, construction and operation of the Project including all required permits, approvals and any rules, guidelines or restrictions enacted or imposed by Governmental Authorities.

"**Greenspace**" means two and 40/100 (2.40) contiguous acres of the Project Site (Permanent) which (i) is free of structures and other erections (excepting fencing and directional signage) and free of parking areas, loading docks, roadways, driveways, (ii) is not bisected by any roadways or driveways, (iii) has been graded and landscaped in accordance with First-Class Project Standards and Governmental Requirements, (iv) is accessible from public ways by

members of the general public on foot and by bicycle without having to traverse any interior portions of the Permanent Project or the Parking Spaces, (iv) is not designed or intended to be used for storage of equipment, material, refuse or debris or for accumulation, storage, treatment or infiltration of runoff or storm water, and (v) is designed and intended to be useable by the general public for non-commercial recreational purposes without cost or advance registration, except when closed by Developer as reasonably necessary to prepare for, conduct and clean up from any special event conducted thereon; *provided*, that the Greenspace does not include any portion of the Riverwalk Running Length, any greenspace resulting from required setbacks from public ways or property boundaries, any greenspace resulting from easements or access rights of record affecting the Project Site (Permanent), or any greenspace the principal or predominant design purpose of which is ingress to, egress from or circulation upon the Project Site, the Parking Spaces, or the Casino by vehicles or pedestrians.

"**Guaranty Agreement**" means the Guaranty Agreement dated as of the Closing Date between the City and the Parent Company in the form and on the terms of Exhibit P attached hereto.

"**Initial Hotel Rooms**" means not less than 100 hotel guest rooms and suites located in the Hotel Tower and which have been designed, constructed, finished and fitted out in accordance with First-Class Project Standards and Governmental Requirements.

"**Hotel Extension Infrastructure**" means interior space of the Permanent Project of sufficient square footage to contain the Hotel Extension Rooms, and related patron and employee circulation spaces, which is designed and constructed as unfinished 'raw space' but is equipped with sufficient life safety systems and equipment to allow all of the other Components to fully open on an indefinite basis, together with elevators, stairwells and other means of ingress and egress and with electricity, fresh water, wastewater, domestic hot water, standpipe, telephone, cable television, internet and other utilities sufficient to serve the Hotel Extension Rooms.

"**Hotel Extension Rooms**" means not less than 400 hotel guest rooms and suites located in the Hotel Tower and which have been designed, constructed, finished and fitted out in accordance with First-Class Project Standards and Governmental Requirements; *provided*, for the avoidance of doubt that the Hotel Extension Rooms are incremental to, and not duplicative of, the Initial Hotel Rooms.

"Hotel Rooms" means the Initial Hotel Rooms and the Hotel Extension Rooms; *provided,* for the avoidance of doubt, that the Hotel Tower would contain a total of not less than 500 Hotel Rooms if the Hotel Extension Rooms are constructed; *provided, further*, that "Hotel Rooms" does not include the Gaming Area, the Retail Floor Space, the Restaurant Floor Space, the Hotel Tower, the Event Space, the Exhibition Space or the Visitor Center Space.

"**Hotel Tower**" means the Components related to the Hotel Rooms, including lobby areas, administrative offices, housekeeping and other back-of-house areas, fitness center, spa, pool, hot tub, all of which have been designed, constructed, finished and fitted out in accordance with First-Class Project Standards and Governmental Requirements; provided that "Hotel Tower" does not include the Hotel Rooms.

"**including**" and any variant or other form of such term means including but not limited to.

"**Indemnitee**" is defined in Section 11.1(a).

"**Initial Temporary Project Operation Period**" is defined in Section 3.4(c).

"**Labor Peace Agreement**" is defined in Section 4.4(e).

"**License**" shall mean an owners license issued by the Board pursuant to the Act authorizing the conduct of casino or riverboat gambling operations in the City.

"**Local Tax Revenue**" means the total tax revenue received by the City, Chicago Public Schools, the Metropolitan Pier and Exhibition Authority, the Illinois Sports Facilities Authority and other units of local government from the following taxes: (a) the portion to be paid to the City pursuant to subsection (b-8) of Section 13 of the Act from the gaming privilege tax imposed upon the owners licensee of the Casino and payable to the City under paragraph (2) of subsection (a-5) of Section 13 of the Act based the 'adjusted gross receipts' (as defined in the Act) of the Casino in the Reference Year (Temporary) or the Reference Year (Permanent), as applicable; (b) the portion to be remitted to the City pursuant to subsection (b-10) of Section 12 of the Act from the admission tax imposed upon the owners licensee of the Casino under subsection (a) of Section 12 of the Act and of the fee imposed upon the owners licensee of the Casino under subsection (a-5) of Section 12 of the Act, in each case, based upon the 'admissions' (as defined in the Act) to the Casino during the Reference Year (Temporary) or Reference Year (Permanent); (c) the total levy of *ad valorem* property taxes for the Reference Year (Temporary) or Reference Year (Permanent), as applicable, payable in respect of the EAV of the Temporary Project or Permanent Project, as applicable, pursuant to the Illinois Property Tax Code, based upon the EAV of the Temporary Project or Permanent Project, as applicable, which was assumed by the Projected Revenue Analysis regardless of the 'taxing district', as defined in the Illinois Property Tax Code, levying such property taxes or any portion thereof; (d) the tax imposed pursuant to Section 4-236-020 of the Chicago Municipal Code upon the use and privilege of parking a motor vehicle at the Project, based upon the assumptions about visitation, personal automobile mode share and parking fees at the Project which were assumed by the Projected Revenue Analysis; (e) the tax imposed pursuant to Section 3-24-030 of the Chicago Municipal Code upon the rental or leasing of hotel accommodations at the Project, based upon the hotel revenues for the Project projected in the Projected Revenue Analysis; (f) the tax imposed pursuant to Section 3-30-030 of the Chicago Municipal Code upon the selling price of all food and beverages sold at retail at the Project, based upon the food and beverage revenues for the Project projected in the Projected Revenue Analysis; (g) the tax imposed pursuant to 70 ILCS 210/13(c) upon Developer's gross rental receipts from the renting, leasing, or letting of hotel rooms within the City of Chicago, based upon the hotel revenues for the Project projected in the Projected Revenue Analysis; (h) the tax imposed pursuant to 70 ILCS 210/13(b) upon Developer's sales of food, alcoholic beverages, and soft drinks, based upon the food and beverage revenues for the Project projected in the Projected Revenue Analysis; and (i) the tax imposed pursuant to 70 ILCS 210/13(c) upon Developer's gross rental receipts from the renting, leasing, or letting of hotel rooms within the City of Chicago, based upon the hotel revenues for the Project projected in the Projected Revenue Analysis.

"**Major Condemnation**" means a Condemnation either (i) of the entire Project, or (ii) of a portion of the Project if, as a result of the Condemnation, it would be imprudent or unreasonable to continue to operate the Project even after making all reasonable repairs and restorations.

"**Management Fee**" means the fees paid to a Casino Manager or its Affiliates pursuant to a Casino Management Agreement, including overhead attributable to the Project.

"**Material Adverse Effect**" or "**Material Adverse Change**" means any change, effect, occurrence or circumstances (each, an "**Event**" and collectively, "**Events**") that, individually or in the aggregate with other Events, is or would reasonably be expected to be materially adverse to the condition (financial or otherwise), business, operations, prospects, properties, assets, cash flows or results of operations of the Developer, taken as a whole or the ability of Developer to perform its obligations hereunder in a timely manner; provided, however, that none of the following shall be taken into account in determining whether a Material Adverse Effect or Material Adverse Change has occurred or would reasonably be expected to occur: (i) any Event in the United States or global economy generally, including Events relating to world financial or lending markets; (ii) any changes or proposed changes in GAAP; and (iii) any hostilities, act of war, sabotage, terrorism or military actions or any escalation or worsening of any such hostilities, act of war, sabotage, terrorism or military actions, except, in the case of clauses (i), (ii) or (iii) to the extent such Event(s) affect the Developer, taken as a whole, in a materially disproportionate manner as compared to similarly situated companies.

"**Material Change**" means a change that: (i) requires a PD amendment, (ii) substantially affects or could reasonably be expected to substantially affect the Project whether in scope, size, design or otherwise, or other obligations of the Developer as provided in the Agreement; or (iii) results in or could reasonably be expected to result in reduction in Project cost, other than by virtue of value engineering or market changes of general applicability to the costs of material or labor. Without limiting the foregoing, the addition or deletion of a Component from the Project shall be deemed a Material Change.

"**Minimum Capital Investment**" means the sum of the following costs incurred by Developer in connection with the Temporary Project and the Permanent Project: (i) costs related to the actual construction of the Temporary Project and the Permanent Project, including overhead and indirect costs attributable to the construction activities; (ii) costs related to preparation of the Project Site (Temporary) and/or the Project Site (Permanent) including, clearing, demolition, remediation and abatement; (iii) any industrial corridor conversion payment made to the City in connection with either or both the Temporary Project and the Permanent Project; (iv) the costs associated with designing, improving or constructing the infrastructure inside the property boundaries of the Project Site (Temporary) and the Project Site (Permanent); (v) costs of pre-opening furniture, fixtures, equipment, gaming equipment, information technology and personal property; and (vi) professional fees including for engineers, architects, legal advisors, consultants or contractors to the extent that they represent costs related to the development of the Temporary Project and/or the Permanent Project and do not represent "home office" overhead. For purposes of clarification, Minimum Capital Investment does not include the cost of purchasing, optioning or leasing the Project Site (Temporary) or the Project Site (Permanent), carried interest costs and other associated financing costs, or infrastructure costs outside the boundaries of the Project Site (Temporary) or the Project Site (Permanent).

"**Minor Condemnation**" means a Condemnation that is not a Major Condemnation.

"**Mortgage**" means a mortgage on and associated security agreements relating to all or any part of Developer's interest in the Project.

"**Mortgagee**" means the holder from time to time of a Mortgage.

"**Municipal Code**" means the municipal code of the City.

"**Notice of Agreement**" means a notice of this Agreement in substantially the same form as Exhibit L.

"**Operations Commencement (Permanent Project)**" means that the Permanent Project is Complete and open for business to the general public and all Project Infrastructure has been completed, in each case, in accordance with all Governmental Requirements.

"**Operations Commencement (Temporary Project)**" means that the Temporary Project is Complete and open for business to the general public and all Project Infrastructure has been completed, in each case, in accordance with all Governmental Requirements.

"**Operations Commencement Date**" means (i) for the Temporary Project, the date occurring no later than two (2) months following the Construction Completion Date (Temporary Project) and (ii) for the Permanent Project, the date occurring no later than three (3) months following the Construction Completion Date (Permanent Casino).

"**Parent Company**" means Bally's Corporation, a Delaware corporation, and its successors and assigns.

"**Parking Spaces**" means, in the case of the Permanent Project, parking spaces and related vehicular circulation, ingress and egress infrastructure for 3,300 personal automobiles in a dedicated, off-street parking structure located at the Project Site (Permanent), in each case, which has been designed, erected and fitted out in conformity with Governmental Requirements; *provided,* for the avoidance of doubt, that, although the Concept Design Documents and Project Description contemplate the allocation of such 3,300 parking spaces among users (approximately 2,200 patron spaces, approximately 600 employee spaces and approximately 500 valet spaces), all references to "Parking Spaces" in this Agreement refer only to the total number of parking spaces which are so provided and not to the specific allocation of such parking spaces among any users.

"**Parties**" means the City and Developer.

"**Passive Investor**" means:

(a) any Person who owns less than a ten percent (10%) Direct Or Indirect Interest in Developer or Casino Manager and acquired and holds such interest for investment purposes only, such interest was acquired and is held not for the purpose or effect of (i) causing the election or appointment of any management member of Developer or Casino Manager, (ii) causing, directly or indirectly, any change in the charter documents (including articles of incorporation, bylaws or other documents), or other limited liability

company or operating agreements, management, policies or operations of Developer or Casino Manager, or (iii) controlling, influencing, affecting or being involved in the business activities of Developer or Casino Manager; and

(b) at any time when Parent Company's shares of common stock are listed on a national securities exchange registered under Section 6 of the Exchange Act, "Passive Investor" also means any Person who or which owns a Direct or Indirect Interest in Parent Company, individually or as part of a group (as defined under Rule 13d-5 under the Exchange Act), including any beneficial interest (as defined under Rule 13d-3 under the Exchange Act), less than twenty-five percent (25%) (calculated in accordance with paragraph (j) of Rule 13d-1 under the Exchange Act) of Parent Company's common stock which is so publicly traded, *provided* that (x) such Person is current in the Person's reporting obligations under Section 13 of the Exchange Act, (y) if such Person beneficially owns more than five percent (5%) of the outstanding shares of Parent Company's common stock, such Person is eligible or would (excepting only that the Person directly or beneficially owns 20% or more but less than 25% of the outstanding shares of Parent Company's common stock) be eligible to report the Person's ownership of and transactions in Parent Company's common stock pursuant to Section 13 of the Exchange Act by filing a short-form statement with the SEC on Schedule 13G in accordance with paragraphs (b) or (c) of Rule 13d-1, and (z) such Person is not required in accordance with paragraphs (e) or (g) of Rule 13d-1 to file a statement on Schedule 13D due to any recent transaction in the shares of Parent Company's common stock or change in facts or circumstances.

"**Permanent Project**" means the premises at which Casino Gaming Operations will be conducted at the Project Site (Permanent), and all buildings, structures, facilities, Components and Project Infrastructure, all of which are more specifically described on Exhibit B-1 and depicted in the Concept Design Documents.

"**Permitted Exception**" is defined in Section 5.1(g).

"**Permitted Transfer**" means those Transfers of any Direct Or Indirect Interest in a Restricted Party permitted pursuant to the terms of those certain Transfer Restriction Agreements entered into by a Restricted Party from time to time as provided in Section 8.1.

"**Person**" means an individual, a corporation, partnership, limited liability company, association or other entity, a trust, an unincorporated organization, or a governmental unit, subdivision, agency or instrumentality.

"**PD" or "Planned Development**" means the 'planned development', as such term is defined in Section 17-17-02120 of the Municipal Code of Chicago, for the Permanent Project, being Planned Development #1426, as the same is in effect on the date of this Agreement and may hereafter be amended in accordance with the City's planned development procedures, Section 17-13-0600 *et seq.* of the Municipal Code of Chicago, and any minor changes therein which are approved in accordance with Section 17-13-0611 of the Municipal Code of Chicago.

"**PD Improvements**" means any traffic-related or other public infrastructure improvements that the Developer is required to provide under the PD, whether located on the Project Site (Permanent) or off-site.

"**Poker Tables**" means (i) approximately 20 'table games' (as such term is defined in the Act) intended for use of Gambling Games which are not 'house banked' in the case of the Permanent Project and (ii) approximately 35 'table games' (as such term is defined in the Act) intended for use of Gambling Games which are not 'house banked' in the case of the Temporary Project.

"**Proceeds**" means the compensation paid by the condemning authority to the City or Developer in connection with a Condemnation, whether recovered through litigation or otherwise, but excluding any compensation paid in connection with a temporary taking.

"Project" means, as the case may be, each of, or collectively, the Permanent Project or the Temporary Project.

"**Project Description**" means the respective detailed descriptions of the Permanent Project on Exhibit B-1 and the Temporary Project on Exhibit B-2 but, in any case, includes not less than:

(i) the Parking Spaces;

(ii) the Gaming Area;

(iii) the Gaming Machines, the Table Games and the Poker Tables;

(iv) an in-person sports book located at the Project in accordance with any requirements therefor necessary to comply with the Sports Wagering Act;

(v) the Retail Floor Space;

(vi) the Restaurant Floor Space, including (A) at least five (5) table-service restaurants, (B) at least one (1) fast-casual restaurant or 'food hall', (C) at least one carry-out or 'café' food service establishment, (D) the Rooftop Bar, and (E) at least four (4) other bars and lounges;

(vii) the Hotel Tower;

(viii) the Hotel Rooms;

(ix) the Event Space;

(x) the Exhibition Space;

(xi) the Visitor Center Space;

(xii) the Riverwalk Running Length;

(xiii) the Required Seawall Running Length (if any); and

(xiv) the Greenspace.

"**Project Incentives**" means the One-Time Payment, the Direct Impact Fee and the Indirect Impact Fee described on Exhibit A-1.

"**Project Infrastructure**" means, with respect to the Project, all infrastructure improvements to the Project Site (Temporary) or Project Site (Permanent), as the case may be, whether PD Improvements, required by any Government Authorities or otherwise set forth in the Project Description or depicted on the Concept Design Documents.

"**Project Site**" means, as the case may be, the Project Site (Permanent) or Project Site (Temporary).

"**Project Site (Permanent)**" means the land assemblage upon which the Permanent Project is to be developed and constructed, as depicted on Exhibit C-1.

"**Project Site (Temporary)**" means the land assemblage upon which the Temporary Project is to be developed and constructed, as depicted on Exhibit C-2.

"**Projected Annual Local Revenue (Permanent)**" means, for any day, the projected Local Tax Revenue in the Reference Year (Permanent) in which such day occurs, assuming that the Permanent Project is open to the public for the entirety of the Reference Year (Permanent), based upon the final projection of Local Tax Revenue pursuant to which the City entered into this Agreement with Developer, as communicated to the City in the Projected Revenue Analysis.

"**Projected Annual Local Revenue (Temporary)**" means, for any day, the projected Local Tax Revenue in the Reference Year (Temporary) in which such day occurs, assuming that the Temporary Project is open to the public for the entirety of the Reference Year (Temporary), based upon the final projection of Local Tax Revenue pursuant to which the City entered into this Agreement with Developer, as communicated to the City in the Projected Revenue Analysis.

"**Projected Per-Diem Amount (Permanent)**" means, for any day, an amount equal to the quotient of (a) the Projected Annual Local Revenue (Permanent) for the year in which such day occurs divided by (b) three hundred sixty five (365).

"**Projected Per-Diem Amount (Temporary)**" means, for any day, an amount equal to the quotient of (a) the Projected Annual Local Revenue (Temporary) for the year in which such day occurs divided by (b) three hundred sixty five (365).

"**Projected Revenue Analysis**" the final report, dated May 16, 2022, from Sovereign Finance LLC to the City reporting Sovereign Finances, LLC's estimates of the Projected Local Tax Revenue, of which each Party acknowledges, as of the date of this Agreement, having received a copy.

"**Publicly Traded Corporation**" means a Person, other than an individual, to which either of the following provisions applies: the Person has one (1) or more classes of voting securities

registered under Section 12 of the Securities Exchange Act of 1934, 15 U.S.C. §781, as amended; or the Person issues securities and is subject to Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. §780(d), as amended.

"**Radius Restriction**" is defined in Section 4.6(a).

"**Radius Restriction Agreement(s)**" means the agreement(s) dated as of the Closing Date between the City and each of the Restricted Party(ies) as requested by the City in substantially the same form as Exhibit K.

"**Reference First Year (Permanent)**" means the first full year of operations of the Permanent Project for which a projection of the Local Tax Revenue to be received for such year is provided in the Projected Revenue Analysis.

"**Reference Second Year (Permanent)**" means the second full year of operations of the Permanent Project for which a projection of the Local Tax Revenue to be received for such year is provided in the Projected Revenue Analysis.

"**Reference Third Year (Permanent)**" means the third full year of operations of the Permanent Project for which a projection of the Local Tax Revenue to be received for such year is provided in the Projected Revenue Analysis.

"**Reference Year (Permanent)**" means:

(a) with respect any day for which amounts are payable to the City pursuant to subsections (b) or (c) of Section 7.4, (i) the Reference First Year (Permanent); and

(b) with respect any day for which amounts are payable to the City pursuant to subsections (d) of Section 7.4, (i) the Reference First Year (Permanent) if such day is a day in the twelve (12) month period commencing on Operations Commencement (Permanent), (ii) the Reference Second Year (Permanent) if such day is a day in the twelve (12) month period commencing on the first calendar anniversary of Operations Commencement (Permanent), or (iii) the Reference Third Year (Permanent) if such day is the second calendar anniversary of Operations Commencement (Permanent) or any day thereafter.

"**Reference Year (Temporary)**" the first full year of operations of the Temporary Project for which a projection of the Local Tax Revenue to be received for such year is provided in the Projected Revenue Analysis.

"**Releases**" means the executed releases to be delivered as part of the Closing Deliveries by Developer, its Affiliates and its other direct and indirect equity owners in substantially the same form as Exhibit H.

"**Request For Proposal**" means the City's request for a proposal dated April 21, 2021 and any amendments thereto, for the opportunity to apply for the sole casino license authorized by the Act for a casino to be located in the City.

"**Required Seawall Running Length**" means, to the extent that any portions of Chicago River embankment comprising the Eastern edge of the Project Site (Permanent) are to be characterized or delineated by a vertical bulkhead or seawall or other engineered structure as contemplated by the design of the Riverwalk Running Length, that such vertical bulkhead or seawall or other engineered structure has actually been installed and implemented along such portions of the Chicago River embankment in accordance with the City's *Chicago River Design Guidelines* (2019) and other Governmental Requirements.

"Restaurant Floor Space" means space in the Project which, collectively, is designed, constructed, finished and fitted out for use as one or more restaurant, bar or lounge spaces accommodating, in the aggregate, not less than (i)approximately 945 simultaneous table-service, fast casual and 'food hall' dining patrons and approximately 400 simultaneous seated bar and lounge patrons in the case of the Permanent Project, or (ii) approximately 70 simultaneous dining patrons and approximately 50 simultaneous seated bar and lounge patrons in the case of the Temporary Project, in each case, in accordance with First-Class Project Standards and Governmental Requirements; *provided*, that "Restaurant Floor Space" does not include any of the Gaming Area, the Retail Floor Space, the Hotel Rooms, the Hotel Tower, the Event Space, the Exhibition Space or the Visitor Center Space.

"**Restore**" is defined in Section 10.1.

"**Restoration**" is defined in Section 10.1.

"**Restricted Activity**" is defined in Section 4.6(a).

"**Restricted Area**" means the geographic area constituting a circle with a radius of fifty (50) miles having the Permanent Project as its center.

"**Restricted Party**" means each of (i) Developer; (ii) any Casino Manager; (iii) any Person who owns a Direct Or Indirect Interest in any of the foregoing, excluding, however, any Person who qualifies as a Passive Investor; and (iv) a subsidiary of or any Person Controlled by any of the foregoing (other than any such subsidiary or other Person that does not own a Direct Or Indirect Interest in Developer or Casino Manager).

"**Restrictions**" is defined in Section 4.8.

"Retail Floor Space" means approximately 3,000 square feet of interior space in the Permanent Project which is designed, constructed, finished and fitted out for use as one or more retail outlets in accordance with First-Class Project Standards and Governmental Requirements; *provided*, that "Retail Floor Space" does not include any of the Gaming Area, the Restaurant Floor Space, the Hotel Rooms, the Hotel Tower, the Event Space, the Exhibition Space or the Visitor Center.

"**Riverwalk Running Length**" means a corridor containing continuous paved pathways and associated landscaping, hardscaping and lighting running immediately adjacent to the Chicago River along the entire length of the Eastern edge of the Project Site (Permanent) which has been cleared, graded, improved and landscaped in accordance with, and meets or exceeds the minimum

width and accessibility requirements set forth in, the City's *Chicago River Design Guidelines* (2019).

"**Rooftop Bar**" means a portion of the Restaurant Floor Space located on the highest floor of the Hotel Tower having space which is lawfully occupiable for use by the general public together with additional contiguous exterior square footage located on the roof area of the Hotel Tower (which roof area, for the avoidance of doubt, is not includable in the Restaurant Floor Space because it is not interior space) which, collectively, is designed, constructed, finished and fitted out for use as one or more bar or lounge spaces accommodating not less than 100 simultaneous patrons in accordance with First-Class Project Standards and Governmental Requirements.

"**Sports Wagering**" has the meaning given to such term in the Sports Wagering Act.

"**Sports Wagering Act**" is defined in Recital A.

"**State**" is defined in Recital A hereof.

"**Subordination Agreement**" means a Subordination Agreement in substantially the form and on the terms as Exhibit N between the City and any Casino Manager pursuant to which the Casino Manager agrees to subordinate its Management Fee upon an Event of Default.

"**Table Games**" means (i) approximately 150 'table games' (as such term is defined in the Act) intended for use in Gambling Games which are 'house banked' in the case of the Permanent Project and (ii) approximately 25 'table games' (as such term is defined in the Act) intended for use in Gambling Games which are 'house banked' in the case of the Temporary Project.

"**Temporary Project**" means the premises in which Casino Gaming Operations will be conducted by Developer at the Project Site (Temporary) for such period of time as permitted by Section 3.4(c) hereof and all buildings, structures, facilities, Components and Project Infrastructure, all of which are more specifically described on Exhibit B-2 and depicted in the Concept Design Documents.

"**Temporary Project Operation Period**" is defined in Section 3.4(c).

"**Term**" is defined in Section 2.4.

"**Transfer**" means (i) any sale (including agreements to sell on an installment basis), lease, assignment, transfer, pledge, alienation, hypothecation, merger, consolidation, reorganization, liquidation, or any other disposition by operation of law or otherwise, and (ii) the creation or issuance of new or additional ownership interests in any entity.

"**Transfer Restriction Agreements**" means the agreement(s) dated as of the Closing Date between the City and each Restricted Party as requested by the City in substantially the same form as Exhibits E and F.

"**Trigger Event**" and "**Triggering Events**" are defined in Section 4.3(b).

"**Visitor Center Space**" means (interior space in the Temporary Project and Permanent Project, in each case, which is designed, constructed, finished and fitted out for use as a visitor information center/concierge to be operated in coordination with the City's official destination marketing organization, Choose Chicago®, or a comparable offering reasonably acceptable to the City, in each case, in accordance with First-Class Project Standards and Governmental Requirements; *provided*, that "Visitor Center Space" does not include any of the Gaming Area, the Retail Floor Space, the Restaurant Floor Space, the Hotel Rooms, the Hotel Tower, the Event Space or the Exhibition Space.

"**Work**" means demolition and site preparation work at the Project Site, and construction of the improvements constituting the Project in accordance with the construction documents for the Project and includes labor, materials and equipment to be furnished by a contractor or subcontractor.

2. General Provisions.

2.1 Findings.

The City hereby finds that the development, construction and operation of the Project will (i) be in the best interest of the City and the State; (ii) contribute to the objectives of providing and preserving gainful employment opportunities for residents of the City; (iii) support and contribute to the economic growth of the City and the State including supporting and utilizing local and small businesses, minority, women and veteran business enterprises; (iv) attract commercial and industrial enterprises, promote the expansion of existing enterprises, combat community blight and deterioration, and improve the quality of life for residents of the City; (v) support and promote tourism in the City and the State; and (vi) provide the City and the State with additional tax revenue.

2.2 Effectiveness and Certification.

Upon the execution of this Agreement by the necessary City officials and Developer and Developer's meeting the (e-5) Requirements, this Agreement shall become effective (the "**Effective Date**"). Provided that the Effective Date and the Closing Date have occurred, the City shall submit the Certification to the Board.

2.3 Closing Conditions.

The City's obligation to submit the Certification as set forth in Section 2.2 shall be subject to the satisfaction of the following conditions precedent, each in form and substance reasonably satisfactory to the City (collectively, the "**Closing Conditions**"):

(a) the City's receipt of the following items (the "**Closing Deliveries**"):

(i) the Transfer Restriction Agreements executed by Parent Company and each other Restricted Party (if any) as requested by the City;

(ii) an opinion of counsel from Developer to the City covering customary organizational, due authority, conflict with other obligations, enforceability and other matters reasonably requested by the City;

(iii) the Closing Certificate;

(iv) the Notice of Agreement;

(v) evidence of payment of Developer's due and unpaid Development Process Cost Fees incurred to date, if any;

(vi) the Releases;

(vii) resolutions of Developer, properly certified, approving this Agreement and authority to execute;

(viii) the Radius Restriction Agreement(s), executed by the Restricted Parties as requested by the City;

(ix) the Guaranty Agreement executed by the Parent Company;

(x) the Bringdown Schedule;

(xi) the Economic Disclosure Statement(s);

(xii) written confirmation that the Labor Peace Agreement relating to personnel that will work on the operation of the Project remains in full force and effect; and

(xiii) evidence reasonably satisfactory to the City of the Developer's ability to finance the Project.

(b) No Default or Event of Default shall have occurred and be continuing hereunder.

(c) The representations and warranties of Developer contained in Section 5.1 are true and correct in all material respects at and as of the Closing Date as though then made, except as set forth on a schedule delivered by Developer to the City on the Closing Date and approved by the City (the "**Bringdown Schedule**").

(d) No Material Adverse Change shall have occurred in the condition (financial or otherwise) or business prospects of Developer or Parent Company.

2.4 Term.

The term of this Agreement shall commence upon the Effective Date and shall continue until the expiration of the Developer's License unless: (i) sooner terminated as provided herein and except as to those provisions that by their terms survive or (ii) extended as provided in the next sentence. The term of this Agreement shall automatically be extended upon any and each renewal of the Developer's License; provided, that at the time of each extension there is no uncured

Event of Default with respect to which a Default Notice was received by Developer. The term of this Agreement, including any extensions thereof, shall be referred to as the "**Term**."

3. **Project**.

3.1 **Approvals; Permits and Other Items.**

(a) Approvals. Developer shall use its best efforts to promptly apply for, pursue and obtain all Approvals necessary to design, develop, construct and operate the Project. Developer shall promptly furnish the City with all studies, reports or other documents required by the City in connection with any Approvals required by the City. Until all such Approvals are obtained, Developer shall provide the City, from time to time upon its request, but not more often than once each calendar month following the date of this Agreement, with a written update of the status of such Approvals. If any Approvals are denied or unreasonably delayed, Developer shall provide prompt written notice thereof to the City, together with Developer's written explanation as to the circumstances causing such delay or resulting in such denial and Developer's plan to cause such Approvals to be issued promptly. Except for the review and approval of final Concept Design Documents and construction documents pursuant to Sections 3.1(b), (c) and (d), approval of Material Changes pursuant to Section 3.1(e) and the matters governed by Section 3.1(h): (i) this Agreement does not create any new Approvals; (ii) this Agreement does not modify the application, review or approval process for any Approvals or modify or waive any of the terms or conditions of any Approvals, including the Planned Development; and (iii) the City will not create any requirements for any Approvals of special applicability to the Project. For the avoidance of doubt, nothing in this Agreement shall affect or qualify any requirements or process which may apply to any amendments or minor changes necessary in the Planned Development in connection with the development of the Project.

(b) Compliance with RFP Design Program. Developer shall develop and construct the Project in compliance with the Concept Design Documents and the Project Description except to the extent the City approves changes to the same in writing. To determine compliance with the Concept Design Documents and the Project Description Developer shall submit the following to the City:

(i) Temporary Project: (x) no later than thirty (30) days following the date Developer is found to be preliminarily suitable for licensing by the Board pursuant to Title 86, Chapter IV, Part 3000, Section 3000.230 of the Illinois Administrative Code (a "**Finding of Preliminary Suitability**"), final Concept Design Documents for the Temporary Project; (y) no later than forty-five (45) days from delivery of the Concept Design Documents provided in clause (x) above, fifty percent (50%) construction documents for the Temporary Project; and (z) no later than forty-five (45) days from delivery of the construction documents provided in clause (y) above, ninety-five percent (95%) construction documents for the Temporary Project.

(ii) Permanent Project: (x) no later than one hundred twenty (120) days following the "**Finding of Preliminary Suitability**", final Concept Design Documents for the Permanent Project; (y) no later than one hundred eighty

(180) days from delivery of the Concept Design Documents provided in clause (x) above, fifty percent (50%) construction documents for the Permanent Project; and (z) no later than ninety (90) days from delivery of the construction documents provided in clause (y) above, ninety-five percent (95%) construction documents for the Permanent Project.

(c) The City will commence its review promptly upon receipt of the documents under clauses (b) (i) and (ii) above will diligently pursue such review until the City has either approved such documents or notified the Developer in writing of its disapproval and stated with specificity the grounds for such disapproval and any necessary revisions, in each case, necessary for the final Concept Design Documents or construction documents, as applicable, to comply with the requirements of this Agreement. If the City disapproves any such documents in any respect, Developer shall either modify the documents and submit the revised documents to the City for review to determine compliance with this Agreement or request a meeting with the City to discuss the City's objection to such documents and propose an alternative modification (or no modification) necessary for the Projects, as proposed to be constructed pursuant to the final Concept Design Documents or construction documents, as applicable, to comply with the with the requirements of this Agreement. This procedure shall be followed until all objections have been resolved and the documents have been approved. For the avoidance of doubt, the review and approval of final Concept Design Documents and construction documents pursuant to Sections 3.1(b) and (c) hereof is to determine compliance of the Projects, as proposed to be constructed pursuant to the final Concept Design Documents or construction documents, as applicable, to comply with the requirements of this Agreement, does not grant any Approvals and does not substitute for or qualify or condition the process to obtain any Approvals.

(d) Hotel Extension Documentation. Developer shall deliver the City: (i) fifty percent (50%) construction documents for the build-out of the Hotel Extension Rooms no later than (A) one hundred twenty (120) days after the last day of the calendar month when, on a trailing 12 month basis, Developer achieves $170 million of EBITDAM and (B) the date which is four years and six months after the Operations Commencement (Permanent Project); and (ii) ninety-five percent (95%) construction documents for the Hotel Extension Rooms no later than sixty (60) days from delivery of the construction documents provided in clause (i) above.

(e) Material Changes. Following approval of the amended Planned Development which authorizes the Permanent Project, any Material Change shall require the approval of the City.

(f) Sports Wagering. It is acknowledged that the City has authorized Sports Wagering to be conducted at the Casino and that Developer shall apply to the Board for issuance of a master sports wagering license under the Sports Wagering Act to authorize the conduct of Sports Wagering at the Casino and over the internet or through a mobile application as permitted by the Sports Wagering Act. If Developer obtains such license, Developer shall operate all Sports Wagering in accordance with the Sports Wagering Act.

(g) Gaming Positions. In accordance with 230 ILCS 10/7, Developer shall reserve and pay for the maximum number of Gaming Positions which are available for the owners licensee of a casino located in the City licensed under 230 ILCS 10/7(e-5)(1).

(h) Signage. With regard to the Temporary Project authorized by this Agreement and located in Planned Development 768, on-premise signs and associated sign structures shall be exclusively subject to the following requirements and restrictions, which are in lieu of any provision, process, or requirement of the Municipal Code of Chicago. Any such on-premise sign(s):

(i) Shall be limited to: (A) signs that are attached to attachment points approved for use by the previous tenant; (B) one sign associated with each exterior entrance; (C) one sign associated with the roll-up door on Ontario Street; and (D) signs placed behind non-decorative glazing.

(ii) Shall be subject to review and approval by the Building Commissioner or the Commissioner's designee as to conformity with the structural and electrical provisions of the Chicago Construction Codes through the permit process and collection of otherwise-applicable permit fees.

(iii) Shall be subject to review and approval by the Commissioner of Planning and Development or the Commissioner's designee for: (A) conformity with the character of the underlying structure; (B) sensitivity to the surrounding area; (C) size, shape, type, illumination, placement, orientation, and method of attachment; and (D) in lieu of a public way use permit, appropriateness and degree of the presence, if any, in or over the public way.

(iv) Shall be subject to review and approval by the Zoning Administrator or the Zoning Administrator's designee for all aspects bearing on conformity with the Planned Development.

(v) Shall be subject to review and approval by the Commission on Chicago Landmarks to ensure that the attachment of any sign to the Landmark does not cause irreversible damage to any significant feature of the Landmark.

(vi) Shall not include video display signs or dynamic image display signs, as defined in Section 17-17-0248.5 of the Zoning Ordinance, but may otherwise be illuminated.

Off-premise signs (as defined in Section 17-17-02108 of the Zoning Ordinance) are prohibited at the Temporary Project.

(i) Removal of Signs. The Developer shall remove all signs and sign structures erected or installed pursuant to Section 3.1(h) within thirty (30) days of Operations Commencement (Permanent Project). Removal shall include restoration to the pre-installation condition to the satisfaction of the Department of Planning and Development.

3.2 Performance of Work.

Developer shall ensure that all Work is performed in a good and workmanlike manner and in accordance with all Governmental Requirements and First-Class Project Standards. Without limiting the generality of the foregoing sentence, Developer shall ensure that all materials used in

the construction of the Project shall be of first-class quality, and the quality of the Finish Work shall meet or exceed First-Class Project Standards.

3.3 **Duty to Complete; Commencement of Operations.**

(a) Developer shall Complete the Temporary Project not later than the Construction Completion Date (Temporary Project), achieve Operations Commencement (Temporary Project) not later than the Operations Commencement Date and achieve Final Completion (Temporary Project) not later than the Final Completion Date. Upon the occurrence of an event of Force Majeure, the Construction Completion Date (Temporary Project), Final Completion Date, and the Operations Commencement Date, shall each be extended by a number of days equal to the number of days in the Force Majeure Period resulting from such event of Force Majeure; provided, that each day when performance is delayed shall be counted only once notwithstanding that multiple events of Force Majeure may occur and, as yet, remain uncured on such day.

(b) Developer shall Complete the Permanent Project not later than the Construction Completion Date (Permanent Project), achieve Operations Commencement (Permanent Project) not later than the Operations Commencement Date and achieve Final Completion (Permanent Project) not later than the Final Completion Date; *provided*, that Developer shall not be required to cause the Operations Commencement (Permanent Project) to occur before the date which is one (1) day after the third anniversary of Operations Commencement (Temporary Project). Upon the occurrence of an event of Force Majeure, the Construction Completion Date (Permanent Project), Final Completion Date, and the Operations Commencement Date, shall each be extended by a number of days equal to the number of days in the Force Majeure Period resulting from such event of Force Majeure; provided, that in no event shall the Operations Commencement Date for the Permanent Project extend beyond the Temporary Project Operation Period unless approved by the Board and the City.

(c) To assure completion of the Project, prior to Developer's commencement of construction of the Project, Developer shall provide the City with an executed (i) copy of a completion or performance bond or other form of financial guaranty from the general contractor engaged by Developer to construct the Project in such amount and form customary for projects similar to the Project and (ii) construction management plan, each of which is reasonably acceptable to the City. Developer's construction management plan shall address site issues, including, but not limited to, sequencing of construction events, construction milestones, light, noise, dust and traffic mitigation measures, rodent and waste controls, contact information for the Project's general contractor's site manager, and shall include all other items required by Governmental Authorities relating to all applicable Governmental Requirements and specify all Approvals necessary in connection with the construction of the Project.

(d) Developer shall commence the build-out of the Hotel Extension Rooms within the Hotel Extension Infrastructure not later than the first to occur of (i) the date which is twelve (12) months after the last day of the calendar month when, on a trailing 12-month basis, Developer achieves $170 million of EBITDAM and (ii) the fifth (5th) anniversary of Operations Commencement (Permanent Project). Developer shall thereafter diligently prosecute the build-out, finishing and furnishing of the Hotel Extension Rooms until the Hotel Extension Rooms are complete, the City has issued a temporary occupancy permit for the Hotel Extension Rooms, and

the Hotel Extension Rooms are available to rent to the general public, which shall be not later than the first to occur of (i) the date which is eighteen (18) months after the last day of the calendar month when, on a trailing 12 months, Developer achieves $170 million of EBITDAM and (ii) the date which is five years and six months after Operations Commencement (Permanent Project).

(e) To the extent that Developer has received all Approvals necessary to commence the Work, Developer, its agents and its contractors will promptly and diligently (i) perform the Work and (ii) complete all the Components, in each case, until the respective Project has been fully completed in accordance with the design which is finally determined in accordance with Sections 3.1(b), (c) and (d) (but subject to any modifications of such final design with the City's consent in accordance with Section 3.1(e)).

3.4 Project Operations (Temporary Project).

(a) Developer agrees to diligently operate and maintain the Temporary Project and all other support facilities for such Project owned or controlled by Developer in accordance with all Governmental Requirements and First-Class Project Standards and in compliance with this Agreement.

(b) Developer covenants that, at all times following Operations Commencement (Temporary Project), it will, directly or indirectly: (i) continuously operate and keep open for business to the general public the Casino for Casino Gaming Operations for the maximum hours permitted under Governmental Requirements, other than closures of up to four (4) hours per day, during extremely low volume periods of time, for operational efficiency; (ii) continuously operate and keep open for business to the general public for the maximum hours permitted under Governmental Requirements, the Components related to the hotel and parking; and (iii) operate and keep open for business to the general public all Components (other than the hotel Component and parking Component and Components where Casino Gaming Operations are conducted) in accordance with commercially reasonable hours of operation. Notwithstanding the foregoing, Developer shall have the right from time to time in the ordinary course of business and without advance notice to City, to close portions of any Component (x) for such reasonable periods of time as may be required for repairs, alterations, maintenance, remodeling, or for any reconstruction required because of casualty, Condemnation, or Force Majeure, (y) to respond to then existing market conditions but only for so long as reasonable commercial practices would so require, or (z) for such periods of time as may be directed by a Governmental Authority; provided, however, no such direction shall relieve Developer of any liability as a result of such closure to the extent caused by an act or omission of Developer as provided for otherwise in this Agreement.

(c) So long as Developer is diligently pursuing Approvals for, and construction of, the Permanent Project, Developer may conduct Casino Gaming Operations at the Temporary Project for a period of up to twenty-four (24) months after Operations Commencement (Temporary Project) (such 24-month period, the "**Initial Temporary Project Operation Period**"). In the event that Developer petitions the Board to extend the Initial Temporary Project Operation Period for a period of up to twelve (12) additional months pursuant to Section 7(l) of the Act, the City shall support Developer's petition to the extent reasonably requested by Developer. If the Board grants Developer's petition pursuant to Section 7(l) of the Act, then Developer shall be permitted to conduct Casino Gaming Operations at the Temporary Project for such extended period (the

Initial Temporary Project Operation Period, as may be extended as provided herein, the "**Temporary Project Operation Period**"). Acknowledging that Section 7(l) of the Act controls, Developer agrees that Developer shall not be permitted to conduct Casino Gaming Operations at the Temporary Project for a period of greater than thirty-six (36) months after the Operations Commencement (Temporary Project) unless otherwise approved by the City and the Board.

3.5 Project Operations (Permanent Project).

(a) Beginning on the Operations Commencement (Permanent Project) and continuing during the Term, Developer agrees to diligently operate and maintain the Permanent Project and all other support facilities for such Project owned or controlled by Developer in accordance with all Governmental Requirements and First-Class Project Standards and in compliance with this Agreement.

(b) Developer covenants that, at all times following Operations Commencement (Permanent Project), it will, directly or indirectly: (i) continuously operate and keep open the Casino for Casino Gaming Operations for the maximum hours permitted under Governmental Requirements, other than closures of up to four (4) hours per day, during extremely low volume periods of time, for operational efficiency; (ii) continuously operate and keep open for business to the general public for the maximum hours permitted under Governmental Requirements, the hotel Component and the parking Component; and (iii) operate and keep open for business to the general public all Components (other than the hotel Component, parking Component and Components where Casino Gaming Operations are conducted) in accordance with commercially reasonable hours of operation. Notwithstanding the foregoing, Developer shall have the right from time to time in the ordinary course of business and without advance notice to City, to close portions of any Component (x) for such reasonable periods of time as may be required for repairs, alterations, maintenance, remodeling, or for any reconstruction required because of casualty, condemnation, or Force Majeure, (y) to respond to then existing market conditions but only for so long as reasonable commercial practices would so require, or (z) for such periods of time as may be directed by a Governmental Authority; provided, however, no such direction shall relieve Developer of any liability as a result of such closure to the extent caused by an act or omission of Developer as provided for otherwise in this Agreement.

(c) Developer covenants that the Project will be designed, finished and operated under the 'BALLY'S' brand and trademark(s) with a design and marketing theme of 'The Best of Chicago'.

4. Other Obligations.

4.1 Project Incentives.

(a) Developer recognizes and acknowledges that the construction and operation of the Project will have direct and indirect negative impacts on the City which will require the City and other local governmental units to provide continuing mitigation, and as an added inducement to the City to provide the Certification, and to demonstrate Developer's commitment to give back to the community, foster community development and investment and garner public support, Developer agrees to provide the Project Incentives.

(b) If any of the following shall occur and have an adverse impact on the Casino, the obligation of Developer to pay the Direct Impact Fee and Indirect Impact Fee (each, as defined in Exhibit A-1) shall be subject to good-faith renegotiation, in light of the economic impacts on the City and the Casino and all the other facts and circumstances then prevailing:

(i) a new casino becomes open to the public within the City;

(ii) there is an increase in the gaming privilege tax imposed upon the 'adjusted gross receipts' (as such term is defined in the Act) of the Casino; or

(iii) (A) there is authorized by the State or the City a mode of lawful gaming to occur in the City other than Gambling Games under the Act, Sports Wagering under the Sports Wagering Act and pari-mutuel wagering under the Illinois Horse Racing Act of 1975; (B) one or more Persons, excluding Developer, any Casino Manager and their Affiliates, receives a license from the State regulator having jurisdiction over such mode of gaming which permits such Person or Persons to lawfully conduct such gaming within the territorial limits of the City; and (C) such licensed Persons commence to operate such new mode of gaming within the territorial limits of the City on more than a *de minimis* or 'beta test' basis.

4.2 Minimum Capital Investment.

Developer shall make a Minimum Capital Investment of $1,340,000,000 in furtherance of its obligations pursuant to Section 3.3 hereof.

4.3 Payment of Taxes and Fees.

Developer agrees that the minimum EAV for the Project Site (Permanent) and all improvements thereon shall be $125,000,000. Developer shall pay all real estate taxes on the Project Site (Permanent), all improvements thereon and all personal property taxes on all Project personal property in accordance with Governmental Requirements. Developer shall not contest or file a property tax protest of the EAV of the Project Site (Permanent) and all improvements thereon unless the EAV exceeds $125,000,000 and, in such case, shall not contest or file a property tax protest of the EAV claiming an EAV or seeking an adjustment in EAV of the Project Site (Permanent) to an EAV less than $125,000,000.

As approved in the original Planned Development #1426, Developer shall pay an Industrial Corridor Conversion Fee, at the time of submission of the first building permit within the boundary of Planned Development #1426, Neighborhood Opportunity Fund (NOF) Bonus Fee, at such time as Developer submits a building permit which exceeds the allowable floor area ratio in the underlying zoning district, General Permit Reviews (both permit and part II fees), as required upon the submission of applications for individual building permits, ARO Obligation (units and/or potential to generate fees), as required upon the submission of applications for building permits containing residential units, all as customary for other large scale developments of this type. Developer will pay other ancillary miscellaneous inspection and permit fees which may also be required.

4.4 **Additional Commitments.**

(a) As described on Exhibit A-2, Developer agrees to: (i) meet or exceed its goals for contracting with City-based businesses for the design and construction of the Project and the provision of goods and services to the Project both during construction and operation of the Project; (ii) meet or exceed the hiring of the minimum number of employees, both full-time and part-time, during construction of the Project and when the Project is fully operational; (iii) meet or exceed the goals for work hours for construction work by City residents and residents of the area surrounding the Project; (iv) meet or exceed its goals for hiring specific percentages of City residents, women, minorities, veterans and persons with a disability during operation of the Project; (v) satisfy the requirements for business utilization and building wealth and increasing employment in disadvantaged communities, prioritize hiring of City residents, and achieve a diverse workforce; and (vi) satisfy the requirements for sourcing goods and services.

(b) As described on Exhibit A-3, Developer agrees to: (i) establish, fund and maintain human resource hiring and training practices; and (ii) comply with Developer's workforce development plan.

(c) As described on Exhibit A-4, Developer agrees to implement the marketing and operating plan, including Developer's plan for: (i) treatment of compulsive behavior disorders; (ii) ensuring that minors will be prohibited from gambling at the Casino; (iii) providing security inside and surrounding the Project; (iv) attracting new businesses, tourists and visitors to the area around the Project Site; (v) use of its customer databases to support the Project; and (vi) implementing the theme and targeting market segments for the Permanent Project.

(d) Developer agrees that the Permanent Project will comply with the City's Sustainable Development Policy with a point score under that policy of at least 125 points, including with the enhanced bird protection provisions of Sec. 9.2 thereof, as well as the City's North Branch Framework Plan and the Chicago River Design Guidelines. In addition the Permanent Project will be designed to meet LEED Gold standards.

(e) Parent Company, on behalf of Developer, has entered into an agreement with organized labor, including hospitality services (the "**Labor Peace Agreement**"), and shall use commercially reasonable efforts to assure labor harmony during construction and operation of the Project.

(f) As described on Exhibit A-6, Developer agrees to comply with its plan for relocating or compensating any existing businesses, tenants or services displaced on account of the Project.

(g) As described on Exhibit A-7, Developer agrees to comply with its plan for (i) transportation demand and supply management for the Project; (ii) traffic control measures for the Project; (iii) pedestrian and bicycle ingress/egress within and surrounding the Project; (iv) leveraging/upgrading use of existing, in-place City infrastructure to serve and harmonize with the Project; (v) accommodating special events and grand opening traffic and parking for the Project; (vi) emergency access for police, fire and ambulatory ingress and egress and its emergency operations plan for the Project; (vii) addressing any additional burdens placed on existing City

infrastructure; and (viii) multi-modal traffic circulation infrastructure showing ingress and egress to the Project.

(h) Developer will adhere to the highest level of ethical and responsible gaming practices, consistent with requirements of the Act, the Sports Wagering Act, rules and regulations of the Board, including but not limited to, the following:

(i) use certified trainers to train all of its employees on responsible gaming including tiered training in accordance with the employee's exposure to gaming in their job duties;

(ii) post signage in English and Spanish with the toll-free Problem Gamblers Help Line number and a local help line number in employer and customer-facing areas in the Project;

(iii) adhere to the Board's voluntary self-limit or exclusion laws, regulations and policies;

(iv) provide an on-site location for guests to privately receive information on problem gambling, together with information of available resources for treatment, counseling and prevention for compulsive gaming behaviors;

(v) have its employees participate annually in "Responsible Gaming Education Week" sponsored annually by the American Gaming Association or any successor or equivalent program; and

(vi) collaborate with local agencies that provide gambling addiction services with respect to strategies for addressing problem gambling.

(i) Developer will train its employees at least annually to request and verify the identification of any patron that appears to be underage in accordance with industry standards or otherwise provided in the Act and Sports Wagering Act and the rules and regulations of the Board promulgated thereunder.

(j) Developer agrees to pay when due in the ordinary course of Approvals the City's customary permit and license fees applicable to the Project.

(k) In the design, construction and operation of the Project, Developer shall comply with all Governmental Requirements including the Americans with Disabilities Act. Developer shall provide within the Project gaming tables and electronic gaming machines accessible to persons with disabilities.

(l) Developer agrees to comply with the City's "Other Agreements" set forth in Exhibit A-8.

(m) As described on Exhibit A-9. Developer agrees to implement the minority and women ownership provisions which Developer shall incorporate into the operating agreement of Developer.

4.5 **Payment of Development Process Cost Fees.**

(a) Developer shall pay the due and unpaid Development Process Cost Fees on or before the fifth (5th) Business Day following the execution of this Agreement by Developer and the City, and thereafter, in accordance with the procedures set forth in Section 4.5(b). Any such Development Process Cost Fees due the City's consultants shall be paid by Developer directly to such consultants; provided, that, prior to the payment of any Development Process Cost Fees by Developer, the City shall apply the sum of all application fees paid to the City by other applicants for the License to the Development Process Cost Fees (the "**Other Party Application Fees**"). Developer shall reimburse the City for all Development Process Cost Fees paid by the City prior to the execution of this Agreement.

(b) The City and the City's Consultants, as the case may be, shall invoice Developer from time to time, but no more frequently than monthly for the Development Process Cost Fees incurred by the City and due such party since the prior monthly invoice. Developer shall pay such invoiced Development Process Cost Fees within thirty (30) days from the date of the invoice, directly to the party submitting the invoice in accordance with the instructions provided in the invoice. The City's Consultants shall be intended third-party beneficiaries of Developer's obligation to pay Development Process Cost Fees. The invoices provided by the City and the City's Consultants, as the case may be, shall include a summary of the charges and such detail as party submitting the invoice reasonably believes is necessary to inform Developer of the nature of the costs and expenses, subject to privilege and confidentiality restrictions. At Developer's request, the City shall, or shall cause the City's Consultant submitting the invoice to consult with Developer on the necessity for such charges during the ten (10) Business Day period immediately subsequent to Developer's receipt of such summary. Developer's obligation to pay Development Process Cost Fees incurred by the City prior to any termination of the Agreement shall survive termination of the Agreement.

(c) Notwithstanding anything to the contrary in this Section 4.5, (i) in no event shall the Developer's aggregate liability for Development Process Cost Fees incurred by the City through the date of execution of this Agreement by Developer and the City exceed five million seven hundred thousand dollars ($5,700,000); and (ii) the Development Process Cost Fees shall not exceed $100,000 per year after the issuance of the License.

4.6 **Radius Restriction.**

(a) No Restricted Party shall directly or indirectly (including through a subsidiary or Person Controlled by it): (i) manage, operate or become financially interested in any casino, whether land based or riverboat, or in any other establishment at which Gambling Games or historical horse racing are authorized (a "**Restricted Activity**") within the Restricted Area other than the Project; (ii) make application for any franchise, permit or license to manage or operate any Restricted Activity within the Restricted Area other than the Project; or (iii) respond positively to any request for proposal to develop, manage, operate or become financially interested in any Restricted Activity within the Restricted Area other than the Project (all of the previous clauses (i), (ii) and (iii) comprising the "**Radius Restriction**"). Developer shall cause each Restricted

Party as requested by the City, to execute and deliver to the City as part of the Closing Deliveries, an agreement to abide by the Radius Restriction.

(b) If any Restricted Party acquires or is acquired by a Person such that, but for the provisions of this Section 4.6, such Restricted Party or the acquiring Person would be in violation of the Radius Restriction as of the date of acquisition, then such party shall have two (2) years in which to comply with the Radius Restriction, unless such time period is extended or waived by the City.

(c) It is the desire of the Parties that the provisions of this Section 4.6 be enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any particular portion of this Section 4.6 shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any party or circumstance shall be adjudicated to be prohibited by or invalidated by such laws or public policies, such section or sections shall be modified as determined appropriate by such a court to the minimum extent necessary so as to render such portion to be valid and enforceable with such modifications to apply only with respect to the operation of such section or sections in the particular jurisdictions so adjudicating on the parties and under the circumstances as to which so adjudicated

(d) The provisions of this this Section 4.6 and the related Radius Restriction Agreements shall lapse and be of no further force or effect ten (10) years after the Operations Commencement Date for the Permanent Project.

4.7 Statutory Basis for Fees; Default Rate.

(a) Developer recognizes and acknowledges that the payments to be made by Developer to the City under this Agreement, the Project Incentives, and the Development Process Cost Fees (collectively, the "**Developer's Payments**") are being paid by Developer, in part: (i) in exchange for particular governmental authorizations and services which benefit Developer in a manner not shared by other members of society; (ii) by choice in that Developer has voluntarily requested that the City serve as its host community and would not be obligated to pay such amounts but for such request; and (iii) to compensate the City and other governmental units for providing Developer with the services required to allow Developer to construct and operate the Project and to mitigate the impact of Developer's activities on the City and its residents.

(b) All amounts payable by Developer hereunder, including Developer's Payments, shall bear interest at the Default Rate from the due date or, if no due date is specified, then from the date which is fifteen (15) Business Days from the date of notice to Developer until paid; *provided*, that no interest shall accrue or be payable on Developer's Payment if such amounts are paid late by not more than (15) Business Days on not more than two (2) occasions in any twelve (12) month period.

4.8 Notice of Agreement.

(a) The Parties agree that the Notice of Agreement shall not in any circumstance be deemed to modify or to change any of the provisions of this Agreement.

(b) The restrictions imposed by and under Sections 4.9(b) (Financing), 6.3(b) (Transfers) and 8.1 (Transfer of Ownership Interests) (collectively, the "**Restrictions**") will be construed and interpreted by the Parties as covenants running with the land. Developer agrees for itself, its successors and assigns to be bound by each of the Restrictions. The City shall have the right to enforce such Restrictions against Developer, its successors and assigns to or of the Project or any part thereof or any interest therein.

4.9 Financing.

(a) Developer agrees to notify the City in writing of any Financing reasonably contemporaneously with any notice thereof to the Board.

(b) If any interest of Developer is Transferred by reason of any foreclosure, trustee's deed or any other proceeding for enforcement of the Mortgage, then the Mortgagee (or any Nominee of the Mortgagee) shall immediately upon such Transfer assume the obligations of the Developer hereunder except as otherwise provided in Section 4.9(f). As used in this Agreement, the term "**Nominee**" shall mean a Person who is designated by Mortgagee to act in place of the Mortgagee solely for the purpose of holding title to the Project and performing the obligations of Developer hereunder.

(c) In no event may Developer or any Finance Affiliate represent that the City is or in any way may be liable for the obligations of Developer or any Finance Affiliate in connection with: (i) any financing agreement or (ii) any public or private offering of securities. If Developer or any Finance Affiliate shall at any time sell or offer to sell any securities issued by Developer or any Finance Affiliate through the medium of any prospectus, offering memorandum or otherwise that relates to the Project or its operation, Developer shall: (i) first submit such offering materials to the City for review with respect to Developer's compliance with this Section 4.9; and (ii) do so only in compliance with all applicable federal and state securities laws, and shall clearly disclose to all purchasers and offerees that (y) the City shall not in any way be deemed to be an issuer or underwriter of such securities, and (z) the City and its officers, agents, and employees have not assumed and shall not have any liability arising out of or related to the sale or offer of such securities, including any liability or responsibility for any financial statements, projections, forward-looking statements or other information contained in any prospectus or similar written or oral communication. Developer agrees to indemnify, defend and hold the City and its respective officers, agents and employees free and harmless from, any and all liabilities, costs, damages, claims or expenses arising out of or related to the breach of its obligations under this Section 4.9(c).

(d) Neither entering into this Agreement nor any breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project or the Project Site made in good faith and for value.

(e) Provided Developer has given the City written notice of the existence of any Mortgage, together with Mortgagee's address and a contact party, simultaneously with the giving to Developer of any Default Notice, the City shall give a duplicate copy thereof to any Mortgagee by registered mail, return receipt requested, and no such notice to Developer shall be effective unless a copy of the same has been so sent to Mortgagee. Any Mortgagee shall have the right to cure any Default within the same period by which Developer is required to effectuate any such

cure plus (a) an additional thirty (30) days for any monetary Default and (b) an additional ninety (90) days for any non-monetary Default; provided that any such ninety (90) day period shall be extended to the extent that the Default is of the nature that it cannot reasonably be expected to be cured within such ninety (90) day period and Mortgagee is diligently prosecuting such cure to completion or otherwise has commenced action to enforce its rights and remedies under any Mortgage to recover possession of the Project. In all cases, the City agrees to accept any performance by Mortgagee of any obligations hereunder as if the same had been performed by Developer, and shall not terminate the Agreement until the requisite time periods for cure by Mortgagee have been exhausted pursuant to the terms hereof. It is understood that no cure or attempt to cure by Developer, Mortgagee or any other Person of any Default shall limit the right of the City to recover damages from Developer or otherwise exercise remedies with respect to any Default during any period in which such Default remained uncured.

(f) In the event of a non-monetary Default which cannot be cured without obtaining possession of the Project or that is otherwise personal to Developer and not susceptible of being cured by Mortgagee, the City will not terminate this Agreement without first giving Mortgagee reasonable time within which to obtain possession of the Project, including possession by a receiver, or to institute and complete foreclosure proceedings. Upon acquisition of Developer's interest in the Project and performance by Mortgagee of all covenants and agreements of Developer, except those which by their nature cannot be performed or cured by any person other than the Developer, the City's right to terminate this Agreement shall be waived with respect to the matters which have been cured by Mortgagee or which are not susceptible of being cured.

4.10 Closing Deliveries.

Developer will deliver or cause to be delivered all of the Closing Deliveries no later than ten (10) Business Days following Effective Date. Unless the time for delivery of any Closing Deliveries is extended, or the satisfaction of any Closing Delivery or any other Closing Condition is waived by the City, the date that all Closing Deliveries have been made and all other Closing Conditions shall have been met is the "**Closing Date**".

4.11 Infrastructure Improvements.

The City shall not be responsible for payment of any land entitlement, design, development and construction costs of any Project Infrastructure.

5. Representations and Warranties.

5.1 Representations and Warranties of Developer.

As a material inducement to the City to enter into this Agreement, Developer represents and warrants to the City that each of the following statements is true, accurate and complete as of the date of this Agreement and the Closing Date, except as set forth in the Bringdown Schedule:

(a) Developer is duly organized, validly existing and in good standing under the Governmental Requirements of the State. Developer has all requisite organizational power and authority to own and operate its properties, carry on its business and enter into and perform its obligations under this Agreement and all other agreements and undertakings to be entered into by Developer in connection herewith.

(b) Each financial statement, document, report, certificate, written statement and description delivered by or on behalf of Developer whether pursuant to the Request for Proposal or hereunder has, and will be, when delivered, complete and correct in all material respects.

(c) Developer is not a party to any agreement, document or instrument that has or will have a Material Adverse Effect on the ability of Developer to carry out its obligations under this Agreement.

(d) Developer currently is in compliance with all Governmental Requirements, its organizational documents and all agreements to which it is a party which relate to the Project or otherwise, to the extent that any noncompliance would have a Material Adverse Effect. Neither execution of this Agreement nor discharge by Developer of any of its obligations hereunder shall cause Developer to be in violation of any Governmental Requirement, its organizational documents or any agreement to which it is a party.

(e) This Agreement, Developer's Transfer Restriction Agreement, Radius Restriction Agreement, and Release when duly executed and delivered by Developer will constitute legal, valid and binding obligations of Developer, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and subject to general equitable principles which may limit the right to obtain equitable remedies.

(f) Developer has taken all requisite action and obtained all requisite consents, releases and permissions in connection with entering into this Agreement and the instruments and documents referenced in this Agreement or required under any covenant, agreement, encumbrance, law or regulation with respect to the obligations required under this Agreement, and no consent of any other party is required for the performance by Developer of its obligations under this Agreement.

(g) Developer has control over, and enforceable rights to obtain good, marketable and insurable title to, all parcels constituting the Project Site, subject to no liens, easements, restrictions or other encumbrances other than the matters identified on Exhibit M (the "**Permitted Exceptions**"). Developer has no knowledge of any facts or any past, present or threatened occurrence that could preclude or impair in any material respect its ability to obtain good, marketable and insurable title to any parcel constituting part of the Project Site which it does not own as of the date of this Agreement.

(h) Developer has received no notice of and has no knowledge of any action, litigation, investigation or proceeding of any kind pending or threatened against Developer or any party controlling or controlled by Developer or any portion of the Project Site that could prevent Developer in any material respect from performing its obligations in accordance with the terms of this Agreement, and Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding.

(i) Attached hereto as Exhibit O is a true, accurate and complete organizational chart of Developer showing each equity owner of Developer, as applicable, and the respective percentage ownership in Developer, as applicable, that exceeds five percent (5%).

(j) All information set forth in Developer's Response or the Bringdown Schedule was true, accurate and complete in all material respects.

(k) Developer has not engaged any Casino Manager or entered into any Casino Management Agreement to pay any Management Fee.

5.2 Representations and Warranties of the City.

The City represents and warrants to Developer that each of the following statements is true, accurate and complete as of the Closing Date:

(a) All of the (e-5) Requirements have been met.

(b) Upon the receipt of Approvals as provided in this Agreement, including any necessary amendment or minor change in the Planned Development, relating to the Project, the conduct of Gaming at the Project Site will be permitted under the City's ordinances.

(c) The City is a validly existing municipal corporation and has all requisite power and authority to enter into and perform its obligations under this Agreement.

(d) This Agreement is binding on the City and is enforceable against the City in accordance with its terms, subject to applicable bankruptcy, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and subject to general equitable principles which may limit the right to obtain equitable remedies.

(e) The City has taken all requisite action and obtained all requisite consents, releases and permissions in connection with entering into this Agreement and the instruments and documents referenced in this Agreement or required under any covenant, agreement, encumbrance, law or regulation with respect to the obligations required under this Agreement, and no consent of any other party is required for the performance by the City of its obligations under this Agreement.

6. Covenants.

6.1 Affirmative Covenants of Developer.

Developer covenants that throughout the Term, Developer shall:

(a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence.

(b) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect the rights, licenses, registrations, permits, certifications, Approvals, consents, franchises, patents, copyrights, trade secrets, trademarks and trade names that are used in the conduct of its businesses and other activities, and comply with all Governmental Requirements applicable to the operation of its business and other activities, in all material respects, whether now in effect or hereafter enacted.

(c) Furnish to the City:

(i) no later than ninety (90) days after the end of each calendar year commencing with the calendar year in which the Operations Commencement (Temporary Project) occurs, balance sheets, and statements of operations, owners' equity and cash flows of Developer showing the financial condition and operations of the Developer as of the close of such year and the results of operations during such year, all of the foregoing consolidated financial statements to be audited by a firm of independent certified public accountants of recognized national standing acceptable to the City and accompanied by an opinion of such accountants without material exceptions or qualifications;

(ii) no later than forty-five (45) days after the end of each fiscal quarter of Developer commencing with the fiscal quarter in which the Operations Commencement (Temporary Project) occurs, financial statements (including balance sheets and statements of cash flow and operations) showing the financial condition and results of operations of Developer as of the end of each such fiscal quarter and for the then elapsed portion of the current fiscal year, accompanied by a certificate of an officer of Developer that such financial statements have been prepared in accordance with GAAP, consistently applied, to the extent applicable;

(iii) promptly upon the receipt thereof, but subject to the distribution limitations and restrictions contained therein, copies of all reports, if any, submitted to Developer by independent certified public accountants in connection with each annual, interim or special audit or review of the financial statements of Developer made by such accountants, including any comment letter (again, subject to the distribution limitations and restrictions contained therein) submitted by such accountants to management in connection with any annual review;

(iv) within five (5) Business Days after submission to the Board, accurate and complete copies of all reports submitted to the Board; and

(v) from time to time, such other information regarding the compliance by Developer with the terms of this Agreement or the Project as the City may reasonably request in writing.

(d) No later than ninety (90) days after the end of each fiscal year of Developer commencing with the fiscal year in which the Closing Date occurs, Developer shall deliver to the City:

(i) a detailed report on Developer's obligations to comply with its Additional Commitments in such form as may reasonably be requested by the City from time to time:

(ii) a written description of any administrative determination, binding arbitration decision, or judgment rendered by a court of competent jurisdiction finding a willful and material violation by Developer of any federal, state or local laws governing employment and labor, including those related to wages, hours, collective bargaining, labor relations, immigration, classification of workers and employees, workers safety and equal employment opportunity during such fiscal year; and

(iii) a statement as to whether Developer is aware of any non-compliance with the radius restrictions set forth in Section 4.4 or the restrictions on Transfer set forth in Section 8.1.

(e) Deliver to the City prompt written notice of the following (but in no event later than twenty (20) calendar days following the actual knowledge thereof by Developer):

(i) the issuance by any Governmental Authority of any injunction, order, decision, notice of any violation or deficiency, asserting a violation of Governmental Requirements applicable to Developer or the Project or seeking to affect Developer's ability to operate the Project or comply with the terms of this Agreement, in each case together with copies of all relevant documentation with respect thereto;.

(ii) the notice, filing or commencement of or any threatened notice, filing or commencement of, any action, suit or proceeding by or against Developer whether at law or in equity or by or before any court or any Governmental Authority and that (A) if adversely determined against Developer could result in injunctive relief or could result in uninsured net liability in excess of Five Million Dollars ($5,000,000) in the aggregate (in either case, together with copies of the pleadings pertaining thereto) or (B) seeks to (x) enjoin or otherwise prevent the consummation of the transactions contemplated by this Agreement or the City's ability to recover any damages or obtain relief under this Agreement or the issuance of any license (including the License) to Developer by the Board or (y) affect Developer's ability to operate the Project or comply with the terms of this Agreement;

(iii) to the knowledge of Developer, any Default, specifying the nature and extent thereof and the action (if any) that is proposed to be taken with respect thereto;

(iv) any Transfer not permitted under Section 8.1 specifying the nature thereof and the action (if any) that is proposed to be taken with respect thereto;

(v) to the knowledge of Developer, any development in the business or affairs of Developer or the Casino Manager that could reasonably be expected to have or result in a Material Adverse Effect; and

(vi) receipt by Developer of any written notice of default from any lender or other financing source to Developer.

(f) Maintain financial records in accordance with GAAP and permit an authorized representative designated by the City, upon reasonable advance written notice and at a reasonable time during normal business hours but not more frequently than once in any 12-month period, except after the occurrence and during the continuation of any Event of Default (when such limitation shall not apply), to visit and inspect Developer's properties and financial records and to make extracts from such financial records, all at Developer's reasonable expense, and permit any authorized representative designated by the City to discuss the affairs, finances and conditions of Developer with any executive officer or other manager or officer of Developer or Casino Manager as such representative shall reasonably deem appropriate, and Developer's independent public accountants.

(g) If a Casino Manager is engaged, enter into and maintain a marketing or similar agreement with the Casino Manager and approved by the City for purposes of branding, sharing of customer information, joint marketing and customer loyalty programs and other matters customary in agreements of this type.

(h) Not amend or modify any organizational document that directly or indirectly would have the effect of adversely affecting the rights, ownership or distributions of any minority or women owners.

(i) In the event Developer has not engaged, hired or retained a Casino Manager by the Closing Date, prior to the effective date of any Casino Management Agreement,

(i) Deliver a copy of the execution version of the Casino Management Agreement to the City, which the City shall have the right to approve prior to the Casino Management Agreement becoming effective; and

(ii) Deliver a fully-executed Subordination Agreement to the City.

6.2 License Application.

Developer shall:

(a) Promptly and accurately complete and submit to the Board its Application no later than forty-five (45) Business Days from the City's delivery of the Certification to the Board, together with other such information as the Board or its staff may from time to time require from Developer in connection with such Application, make all payments required under the Act to be made by an applicant for a License and use its best efforts to satisfy all criteria necessary to be issued a License by the Board.

(b) Deliver to the City a copy of the Application together with proof of the filing of the Application in accordance with the Act contemporaneous with or immediately following its filing, excluding, however, personal disclosure forms (including attachments or exhibits related thereto) that are included as a part of the Application.

(c) Prior to the Board issuing a License to Developer, keep the City informed as to all material contacts and communications between the Board and its staff and Developer so as to enable the City to evaluate the likelihood and timing of the Board issuing a License to Developer.

6.3 Negative Covenants of Developer.

Developer covenants that throughout the Term, Developer shall not:

(a) Upon the occurrence of an Event of Default, and until such time that such Default or Event of Default is cured, declare or pay any dividends or make any other payments or distributions to any Restricted Party.

(b) Directly or indirectly through one or more intermediary companies engage in or permit any Transfer of this Agreement, the Project, the Project Site or any ownership interest therein other than a Permitted Transfer without the prior consent of the City.

(c) Take any action to voluntarily terminate any Casino Management Agreement or amend or waive any compliance with such Casino Management Agreement in a manner that has or could reasonably be expected to have a Material Adverse Effect on the Project or the City or Developer's ability to perform its obligations under this Agreement without submitting notice to the City of any such termination, amendment, or waiver within ten (10) days of effecting same.

6.4 Confidentiality of Deliveries.

To the extent that the Act, Sports Wagering Act, other laws of the State or the City or any other Governmental Requirements, in the reasonable opinion of Developer's legal counsel, allow confidential treatment of the items Developer is obligated to furnish to the City under Sections 6.1(c), (d), or (e)(i), (ii), (iv) and (v) or Section 6.2(b) (the "**Developer's Confidential Items**"), Developer shall have the right to deliver Developer's Confidential Items to the City's Mayor, Corporation Counsel, and consultants, upon each such Person's execution and delivery of a customary non-disclosure agreement which shall include customary exceptions for disclosure required pursuant to subpoenas, Freedom of Information requests, or other applicable legal requirements. Further, to the extent that Developer requests confidential treatment of any other documentation or information required to be provided to the City under this Agreement, and such documentation and information may be protected from disclosure by the City under applicable law as reasonably determined by the City's Corporation Counsel, the City shall maintain the confidentiality of such documentation and information to the extent permitted by applicable law. Upon receipt of a freedom of information act or other public record request for information relating to Developer's Confidential Items, the City shall provide reasonable written notice of such request to Developer and shall consult with Developer prior to disclosure of such Developer's Confidential Items. Upon Developer's request, City shall allow Developer to commence or participate in any action it reasonably determines it shall have a basis for to protect such information from disclosure, at Developer's cost and expense.

7. **Default**.

7.1 **Events of Default.**

The occurrence of any of the following shall constitute an "**Event of Default**" under this Agreement:

(a) If Developer materially defaults in the performance of any: (i) Governmental Requirement; or (ii) commitment, agreement, covenant, representation, term or condition (other than those specifically described in any other subparagraph of this Section 7.1) of this Agreement, and in such event if Developer fails to remedy any such Default within thirty (30) days after Developer's receipt of a Default Notice with respect thereto; provided, however, that if any such Default is reasonably susceptible of being cured within ninety (90) days, but cannot with due diligence be cured by Developer within thirty (30) days, and if Developer commences to cure such Default within thirty (30) days and diligently prosecutes the cure to completion, then Developer shall not during such period of diligently curing be in Default hereunder as long as such Default is completely cured within ninety (90) days of Developer's receipt of a Default Notice with respect thereto.

(b) If Developer makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts as they become due;

(c) If Developer files a voluntary petition under any title of the United States Bankruptcy Code, as amended from time to time, or if such petition is filed against Developer and an order for relief is entered, or if Developer shall file any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or any future federal bankruptcy law or any other present or future applicable federal, state or similar statute or law, or seeks or consents to or acquiesces to or suffers the appointment of any trustee, receiver, custodian, assignee, liquidator or similar official of Developer, or of all or any substantial part of its properties or of the Project or any interest therein of Developer;

(d) If within ninety (90) days after the commencement of any proceeding against Developer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or similar statute or law, such proceeding shall not have been dismissed; or if within ninety (90) days after the appointment, without the consent or acquiescence of Developer of any trustee, receiver, custodian, assignee, liquidator or other similar official of Developer or of all or any substantial part of its properties or of the Project or any interest therein of Developer, such appointment shall have not been vacated or stayed on appeal or otherwise, or if within ninety (90) days after the expiration of any such stay, such appointment shall not have been vacated;

(e) If any representation or warranty made by Developer hereunder proves to have been false or misleading in any material respect as of the time made or furnished, unless Developer cures such representation or warranty within thirty (30) days;

(f) If a Default occurs, which has not been cured within any applicable cure period, under, or if there is any attempted withdrawal, disaffirmance, cancellation, repudiation, disclaimer of liability or contest of obligations (other than a contest as to performance of such obligations) of, any Transfer Restriction Agreement, any Radius Restriction Agreement, any Subordination Agreement, or the Guaranty Agreement;

(g) If Developer fails to maintain in full force and effect policies of insurance meeting the requirements of Article 9 and in such event Developer fails to remedy such Default within ten (10) Business Days after Developer's receipt of a Default Notice with respect thereto;

(h) If the construction of the Project at any time is discontinued or suspended for a period of one hundred twenty (120) consecutive calendar days, and is not restarted prior to Developer's receipt of a Default Notice with respect thereto; provided, however, that if the discontinuation or suspension of construction is due to an event of Force Majeure event then such discontinuation or suspension shall not be an Event of Default during the resulting Force Majeure Period;

(i) If Operations Commencement (Temporary Project) does not occur by the Operations Commencement Date; or if Operations Commencement (Permanent Project) does not occur by the Operations Commencement Date, subject to Force Majeure as provided in this Agreement; or

(j) If Developer fails to make any Developer's Payments or any other payments required to be made by Developer hereunder as and when due, and fails to make any such payment within ten (10) calendar days after receiving a Default Notice with respect thereto.

7.2 Remedies.

(a) Upon an Event of Default, the City shall have the right if it so elects to: (i) exercise any and all remedies available at law or in equity; (ii) terminate this Agreement; (iii) receive liquidated damages under the circumstances set forth in Section 7.4; (iv) exercise its rights under any Subordination Agreement; or (v) institute and prosecute proceedings to enforce in whole or in part the specific performance of this Agreement by Developer, or to enjoin or restrain Developer from commencing or continuing said breach, or to cause by injunction Developer to correct and cure said breach or threatened breach, and otherwise without the need to post any bond therefor. None of the remedies enumerated herein are exclusive, except the City's rights to receive liquidated damages in Section 7.4, which shall be the exclusive remedy for the City's to recover its direct damages from delay under such circumstances as the payments under Section 7.4 become payable, and nothing herein shall be construed as prohibiting the City from pursuing any other remedies at law (except as otherwise provided in herein), in equity or otherwise available to it under the Agreement.

(b) Except as expressly stated otherwise, the rights and remedies of the City whether provided by law or by this Agreement, shall be cumulative, except as set forth in Section 7.4, and the exercise by the City of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same Default or breach, to the

extent permitted by law. No waiver made by the City or Developer shall apply to obligations beyond those expressly waived in writing.

(c) Notwithstanding the payments provided in Section 7.4 to compensate the City for the City's direct damages for delay, the Parties agree: (i) that irreparable damage, by way of detriment to the public benefit and welfare of the City through lost employment opportunities, lost tourism, degradation of the economic health of the City, loss of indirect revenue and otherwise, would occur to the City if the Temporary Project and the Permanent Project are not designed in accordance with Section 3.1, constructed in accordance with Section 3.2, and fully completed in accordance with Section 3.3(e) or if Developer's obligations in Exhibits A-2, A-3, A-4, A-7, A-8 and A-9 are not fully performed; and (ii) that monetary damages, even if available, would not be an adequate remedy to compensate the City for such damages if such provisions of this Agreement are not performed in accordance with the specific terms thereof. The Parties acknowledge and agree that Developer and Parent Company have been selected to enter into this Agreement as the result of a competitive Request for Proposal process, are performing aspects of the Work which are personal to Developer and Parent Company which could not be contracted-for or otherwise obtained from a third party, are providing knowhow, intellectual property and goodwill (including the 'BALLY'S' tradename and mark, and associated goodwill) for use in the operation of the Project which are unique, and that the Permanent Project has been uniquely designed and is located on a unique Project Site (Permanent). The Parties agree that (A) the City shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the performance by Developer of the terms and provisions of this Agreement, including Section 3.3(e), in the courts described in Section 13.14 without proof of actual damages, in addition to any other remedy to which it is entitled at law or in equity, (B) Developer will not oppose the granting of an injunction, specific performance, or other equitable relief on the basis that the City has an adequate remedy at law or that an award of specific performance is not an appropriate remedy for any reason at law or equity; and (C) the City shall not be required to obtain, furnish, or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 7.2(c), and each Party irrevocably waives any right it may have to require the obtaining, furnishing, or posting of any such bond or similar instrument. The right of specific enforcement is an integral part of Developer's agreements in this Agreement, including the City's agreement to deliver the Certification on the terms herein provided. Developer acknowledges, moreover, that in making the Certification, the City is relying on the City's right to specifically enforce this Agreement, including Developer's covenants in Section 3.3(c), in order to obtain for the benefit of the City the aforesaid irreplaceable and non-quantifiable damages, and that, without that right, the City would not have entered into this Agreement.

(d) Upon a breach of this Agreement by the City, Developer shall have all remedies at law, in equity or otherwise available to it under this Agreement, including an action for specific performance.

(e) In no event shall the City be liable under this Agreement for consequential damages, including lost profits.

(f) In the event that the City shall have been paid liquidated damages pursuant to Section 7.4 or Section 6 of Exhibit A-2 under the circumstances when such liquidated damages are payable and is awarded specific performance of this Agreement in connection with the failures

to perform this Agreement giving rise to such liquidated damages, it shall not also have a separate claim for indirect or consequential damages arising from such failures to perform.

7.3 Termination.

Except for the provisions that by their terms survive, this Agreement shall terminate immediately upon the occurrence of any of the following, or as otherwise provided in this Agreement:

(a) The Closing Date does not occur;

(b) The Board rejects or denies Developer's Application; *provided,* that, if such denial or rejection is subject to appeal and Developer timely asserts and diligently continues to prosecute such appeal, no termination shall occur until the earlier of (i) the date which is twelve (12) months after the date of the Board's rejection or denial, subject to extension with the consent of the City (not unreasonably withheld) for up to an additional six (6) months, or (ii) the rejection or denial is finally upheld or affirmed without any further right of appeal during such twelve (12) month period, as it may be so extended;

(c) There is no Finding of Preliminary Suitability of Developer within twelve (12) months (as such date may be extended by the City in its sole discretion) after Developer's submission of its Application as provided in the Act; or

(d) Developer's License (i) is revoked by a final, non-appealable order; (ii) expires and is not renewed by the Board and Developer has exhausted any rights it may have to appeal such expiration or non-renewal; or (iii) imposes conditions which are not satisfied within the time periods specified therein, subject to any cure periods or extension rights.

These termination events are in addition to any other rights the City or Developer may have to terminate this Agreement whether specified herein or otherwise available to the City under law.

7.4 Liquidated Damages.

(a) In the event that Operations Commencement (Temporary Project) does not occur on or before the Operations Commencement Date (subject to the extension thereof by any Force Majeure Periods pursuant to Section 3.3(e)), Developer will pay the City an amount, calculated on a daily basis, equal to the product of (i) eighty-five percent (85%) of the Projected Per-Diem Amount (Temporary) multiplied by (ii) the number of days in the period commencing on the Operations Commencement Date through and until Operations Commencement (Temporary Project).

(b) In the event that at least seventy-five percent (75%) of the Gaming Area of the Permanent Project is not open to the general public for Casino Gaming Operations in accordance with Governmental Requirements on or before the Operations Commencement Date (subject to the extension thereof by any Force Majeure Periods pursuant to Section 3.3(e)), Developer will pay the City an amount, calculated on a daily basis, equal to the excess of (i) the product of (A) eighty-five percent (85%) of the Projected Per-Diem Amount (Permanent) multiplied by (B) the number of days in the period commencing on the Operations Commencement Date through and

until (x) Operations Commencement (Permanent Project) or, (y) if earlier, the date when seventy-five percent (75%) of the Gaming Area of the Permanent Project is open to the general public for Gaming in accordance with Governmental Requirements and fees begin to accrue under Section 7.4(c) minus (ii) the actual Local Tax Revenues received for such period; *provided*, that no such payment shall be payable for any day earlier than the day which is one (1) day after the third anniversary of Operations Commencement (Temporary Project).

(c) If, on and after the Operations Commencement Date (subject to the extension thereof by any Force Majeure Periods pursuant to Section 3.3(e)), seventy-five percent (75%) of the Gaming Area of the Permanent Project shall be open to the general public for Casino Gaming Operations in accordance with Governmental Requirements but the Permanent Project nevertheless has not achieved Operations Commencement (Permanent Project), Developer will pay the City an amount, calculated on a daily basis, equal to the product of (i) ten percent (10%) of the Projected Per-Diem Amount (Permanent) multiplied by (ii) the number of days in the period commencing on the Operations Commencement Date through and until Operations Commencement (Permanent Project); *provided*, that no such payment shall be payable for any day earlier than the day which is one (1) day after the third anniversary of Operations Commencement (Temporary Project).

(d) In the event that the Permanent Project does not achieve Final Completion (Permanent Project) on or before the Final Completion Date (subject to the extension thereof by any Force Majeure Periods pursuant to Section 3.3(e)), Developer will pay an amount, calculated on a daily basis, equal to the product of (i) ten percent (10%) of the Projected Per-Diem Amount (Permanent) multiplied by (ii) the number of days in the period commencing on the Final Completion Date through and until Final Completion (Permanent Project).

(e) The City and Developer covenant and agree that, because of the difficulty or impossibility of determining the City's damages from delayed performance of Developer's covenants under Section 3.3, the percentages of the Projected Per-Diem Amount (Temporary) and the Projected Per-Diem Amount (Permanent) which would be payable under this Section 7.4 are a reasonable forecast the City's direct damages of such delay under the circumstances in which they would become payable in accordance with this Agreement and not penalties. The City's election to receive liquidated damages pursuant to this Section 7.4 for such direct damages of the City caused by the delayed performance of Developer's covenants under Section 3.3 is not intended to and shall not derogate from the City's right to seek the specific performance or other equitable relief with respect to Developer's covenants in Sections 3.1, 3.2 and 3.3(e).

(f) The payment obligations of Developer under subsections (a), (b), (c) and (d) of this Section 7.4 shall accrue as provided herein, but the obligations accrued thereunder shall become payable only when the City delivers written notice to Developer of the City's election to receive liquidated damages pursuant to this Section 7.4. After the City gives notice, Developer's payment obligations under this Section 7.4 for accrued amounts (if any) shall be immediately due and payable, and Developer's payment obligations accruing from and after the date of such notice shall be due periodically on such schedule as the City and Developer agree, but not less often than weekly, until the violations or failures to perform giving rise to such obligations have been fully cured. All amounts payable under this Section 7.4 shall bear interest at the Default Rate from the due date until paid.

8. Transfer of Ownership Interests.

8.1 Transfer of Ownership Interests.

(a) Developer acknowledges and agrees that the obligations that Developer is to perform under this Agreement for the City's benefit are personal in nature. The City is relying upon each Restricted Party in the exercise of their respective skill, judgment, reputation and discretion with respect to the Project. Any Transfer by a Restricted Party of any Direct Or Indirect Interest in any Restricted Party shall be subject to the rules and restrictions set forth in the respective Transfer Restriction Agreement, which Developer shall cause each Restricted Party, as requested by the City, to execute and deliver to the City, as part of the Closing Deliveries.

(b) Any transferee of a Restricted Party shall hold its interests subject to the restrictions of such Transfer Restriction Agreement.

(c) Developer shall notify the City as promptly as practicable upon Developer becoming aware of any Transfer in violation of this Section 8.1.

9. Insurance.

9.1 Maintain Insurance.

Developer shall maintain in full force and effect the types and amounts of insurance as set forth on Exhibit I.

9.2 Form of Insurance and Insurers.

Whenever, under the terms of this Agreement, Developer is required to maintain insurance, the City shall be named as an additional insured in all such insurance policies to the extent of its insurable interest. All policies of insurance provided for in this Agreement shall be effected under valid and enforceable policies, in commercially reasonable form issued by responsible insurers which are authorized to transact business in the State, having a financial strength rating by A.M. Best Company, Inc. of not less than "A-" or its equivalent from another recognized rating agency. Thereafter, as promptly as practicable prior to the expiration of each such policy, Developer shall deliver to the City an Accord certificate, together with proof reasonably satisfactory to the City that the full premiums have been paid or provided for at least the renewal term of such policies and as promptly as practicable, a copy of each renewal policy.

9.3 Insurance Notice.

Each such policy of insurance to be provided hereunder shall contain, to the extent obtainable on a commercially reasonable basis, an agreement by the insurer that such policy shall not be canceled or modified without at least thirty (30) days prior written notice by registered mail, return receipt requested, to the City.

9.4 **Keep in Good Standing.**

Developer shall observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with respect to the Project and Developer shall so perform and satisfy the requirements of the companies writing such policies.

9.5 **Blanket Policies.**

Any insurance provided for in this Article 9 may be provided by blanket or umbrella policies issued to Developer covering the Project and other properties owned or leased by Developer; provided, however, that the amount of the total insurance allocated to the Project shall be such as to furnish in protection the equivalent of separate policies in the amounts herein required without possibility of reduction or coinsurance by reason of, or damage to, any other premises covered therein, and provided further that in all other respects, any such policy or policies shall comply with the other specific insurance provisions set forth herein and Developer shall make such policy or policies or a copy thereof available for review by the City.

10. **Damage and Destruction.**

10.1 **Damage or Destruction.**

In the event of damage to or destruction of improvements at the Project or any part thereof by fire, casualty or otherwise, Developer, at its sole expense, shall promptly repair, restore, replace and rebuild, or demolish and rebuild (collectively, "**Restore**") the improvements, as nearly as possible to the same condition that existed prior to such damage or destruction using materials of an equal or superior quality to those existing in the improvements prior to such casualty. All work required to be performed in connection with such restoration and repair is hereinafter called the "**Restoration**." Developer shall obtain any required temporary certificate of occupancy as soon as practicable after the completion of such Restoration. If neither Developer nor any Mortgagee shall commence the Restoration of the improvements or the portion thereof damaged or destroyed promptly following such damage or destruction and adjustment of its insurance proceeds, or, having so commenced such Restoration, shall fail to proceed to complete the same with reasonable diligence in accordance with the terms of this Agreement, the City may, but shall have no obligation to, complete such Restoration at Developer's expense, upon thirty (30) calendar days' notice to Developer without Developer having commenced Restoration. Upon the City's election to so complete the Restoration and the expiration of the required notice to Developer, Developer immediately shall permit the City to utilize all insurance proceeds which shall have been received by Developer, minus those amounts, if any, which Developer shall have applied to the Restoration, and if such sums are insufficient to complete the Restoration, Developer, on demand, shall pay the deficiency to the City. Each Restoration shall be done subject to the provisions of this Agreement.

10.2 **Use of Insurance Proceeds.**

(a) Subject to the conditions set forth below, all proceeds of casualty insurance on the improvements shall be made available to pay for the cost of Restoration if any part of the improvements are damaged or destroyed in whole or in part by fire or other casualty.

(b) Promptly following any damage or destruction to the improvements by fire, casualty or otherwise, Developer shall:

(i) give written notice of such damage or destruction to the City and each Mortgagee; and

(ii) deliver a written notice of Developer's intent to complete the Restoration in a reasonable amount of time plus periods of time as performance by Developer is prevented by Force Majeure events (other than financial inability) after occurrence of the fire or casualty.

(c) Developer agrees to provide monthly written updates to the City summarizing the progress of any Restoration, including but not limited to, anticipated dates for the opening of the damaged areas to the public, to the extent applicable.

(d) Developer shall have no notification requirements to the City for any Restoration having a value less than Ten Million Dollars ($10,000,000) in the aggregate.

10.3 No Termination.

No destruction of or damage to the Project, or any portion thereof or property therein by fire, flood or other casualty, whether such damage or destruction be partial or total, shall permit Developer to terminate this Agreement or relieve Developer from its obligations hereunder.

10.4 Condemnation.

If a Major Condemnation occurs, this Agreement shall terminate, and no Party shall have any claims, rights, obligations, or liabilities towards any other Party arising after termination, other than as provided for herein. If a Minor Condemnation occurs or the use or occupancy of the Project or any part thereof is temporarily requisitioned by a civil or military governmental authority for not more than thirty (30) days, then (a) this Agreement shall continue in full force and effect; (b) Developer shall promptly perform all Restoration required in order to repair any physical damage to the Project caused by the Condemnation, and to restore the Project, to the extent reasonably practicable, to its condition immediately before the Condemnation. If a Minor Condemnation occurs, any Proceeds in excess of Ten Million Dollars ($10,000,000) will be and are hereby, to the extent permitted by applicable law and agreed to by the condemnor, assigned to and shall be withdrawn and paid into an escrow account to be created by an escrow agent (the "**Escrow Agent**") selected by (i) the Mortgagee if the Project is encumbered by a Mortgage (or if the Project is encumbered by multiple mortgages, the Mortgagee with the highest priority lien on the Project); or (ii) Developer and the City in the event there is no first Mortgagee, within ten (10) days of when the Proceeds are to be made available. If Developer or the City for whatever reason cannot or will not participate in the selection of the Escrow Agent, then the other party shall select the Escrow Agent, which shall be a bank with an office in the City of Chicago that takes deposits having a capital surplus in excess of One Hundred Million Dollars ($100,000,000). Nothing herein shall prohibit the Mortgagee (or if the Project is encumbered by multiple mortgages, the Mortgagee with the highest priority lien on the Project) from acting as the Escrow Agent. This transfer of the Proceeds, to the extent permitted by applicable law and agreed to by the condemnor, shall be self-operative and shall occur automatically upon the availability of the Proceeds from the

Condemnation and such Proceeds shall be payable into the escrow account on the naming of the Escrow Agent to be applied as provided in this Section 10.4. If the City or Developer are unable to agree on the selection of an Escrow Agent, either the City or Developer may apply to the Circuit Court of Cook County for the appointment of a bank with an office in the City of Chicago that takes deposits having a capital surplus in excess of One Hundred Million Dollars ($100,000,000) as the Escrow Agent. The Escrow Agent shall deposit the Proceeds in an interest-bearing escrow account and any after tax interest earned thereon shall be added to the Proceeds. The Escrow Agent shall disburse funds from the Escrow Account to pay the cost of the Restoration in accordance with the procedure described in Section 10.2(b), (c) and (d). If the cost of the Restoration exceeds the total amount of the Proceeds, Developer shall be responsible for paying the excess cost. If the Proceeds exceed the cost of the Restoration, the Escrow Agent shall distribute the excess Proceeds, subject to the rights of the Mortgagees, first to the City to pay any amounts then due the City under this Agreement and then to Developer. Nothing contained in this Section 10.4 shall impair or abrogate any rights of Developer against the condemning authority in connection with any Condemnation. All fees and expenses of the Escrow Agent shall be paid by Developer.

11. Indemnification.

11.1 Indemnification by Developer.

(a) Developer shall defend, indemnify and hold harmless the City and each of its officers, agents, employees, contractors, subcontractors, attorneys, consultants, and members of the City's casino evaluation and selection teams (collectively the "**Indemnitees**" and individually an "**Indemnitee**") from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties and causes of action (including reasonable fees and expenses for attorneys, paralegals, expert witnesses, environmental consultants and other consultants at the prevailing market rate for such services) whether based upon negligence, strict liability, statutory liability, absolute liability, product liability, common law, misrepresentation, contract, implied or express warranty or any other principle of law, and whether or not arising from third party claims, that are imposed upon, incurred by or asserted against Indemnitees or which Indemnitees may suffer or be required to pay and which arise out of or relate in any manner including but not limited to any of the following: (1) Developer's (the terms "Developer" or "Developer's" including for purposes of clauses (1) through (15) of this Section 11.1(a), the Casino Manager or Casino Manager's) development, construction, ownership, possession, use, condition, occupancy or abandonment of the Project or any part thereof; (2) Developer's operation or management of the Project or any part thereof; (3) the performance of any labor or services or the furnishing of any material for or at the Project or any part thereof by or on behalf of Developer or enforcement of any liens with respect thereto; (4) any personal injury, death or property damage suffered or alleged to have been suffered by Developer (including Developer's employees, agents or servants), or any third person as a result of any action or inaction of Developer; (5) any work or things whatsoever done in, or at the Project or any portion thereof, or off-site pursuant to the terms of this Agreement by or on behalf of Developer; (6) the condition of any building, facilities or improvements at the Project or any non-public street, curb or sidewalk at the Project, or any vaults, tunnels, malls, passageways or space therein; (7) any breach or default on the part of Developer for the payment, performance or observance of any of its obligations under all agreements entered into by Developer or any of its Affiliates relating to the performance of services or supplying of materials to the Project or any

part thereof; (8) any act, omission or negligence of any tenant, or any of their respective agents, contractors, servants, employees, licensees or other tenants at the Project; (9) any failure of Developer to comply with all Governmental Requirements; (10) any breach of any warranty or the inaccuracy of any representation made by Developer contained or referred to in this Agreement or in any certificate or other writing delivered by or on behalf of Developer pursuant to the terms of this Agreement; (11) the environmental condition of the Project Site (including the presence of any hazardous or regulated substance in, on, under or adjacent to such property); (12) the release of any hazardous or regulated substance to the environment arising or resulting from any work or things whatsoever done in or at the Project or any portion thereof, or in or at off-site improvements or facilities used or constructed in connection with the Project pursuant to the terms of this Agreement by or on behalf of Developer; (13) the operation or use of the Project, whether or not intended, in violation of any law addressing the protection of the environment or the projection of public health; (14) any breach or failure by Developer to perform any of its covenants or obligations under this Agreement; and (15) any legal challenge brought by any community group, citizens group, or any Person relating in any way to the effectiveness of this Agreement, the process by which this Agreement was entered into or approved and the selection of Developer to negotiate this Agreement, the Request for Proposal, the Certification process, the zoning ordinance amendments necessary to develop and operate the Project, the authority of the City to enter into this Agreement, the compliance of this Agreement with the provisions of the Act, the Sports Wagering Act, or any other Government Requirement, or the implementation or enforcement of any provision of this Agreement.

(b) In case any action or proceeding shall be brought against any Indemnitee based upon any claim in respect of which Developer has agreed to indemnify any Indemnitee, Developer will upon notice from Indemnitee defend such action or proceeding on behalf of any Indemnitee at Developer's sole cost and expense and will keep Indemnitee fully informed of all developments and proceedings in connection therewith and will furnish Indemnitee with copies of all papers served or filed therein, irrespective of by whom served or filed. In such a case, Developer shall defend such action with legal counsel it selects provided that such legal counsel is reasonably satisfactory to Indemnitee. Such legal counsel shall not be deemed reasonably satisfactory to Indemnitee if legal counsel has: (i) a legally cognizable conflict of interest with respect to the City; (ii) within the five (5) years immediately preceding such selection performed legal work for the City which in its respective reasonable judgment was inadequate; or (iii) frequently represented parties opposing the City in prior litigation. Each Indemnitee shall have the right, but not the obligation, at its own cost, to be represented in any such action by legal counsel of its own choosing.

(c) Notwithstanding anything to the contrary contained in Section 11.1(a), Developer shall not indemnify and shall have no responsibility to any Indemnitee for any matter to the extent directly caused by the gross negligence or willful misconduct of such Indemnitee.

12. **Force Majeure**.

12.1 **Definition of Force Majeure.**

An event of "**Force Majeure**" shall mean the following events or circumstances if, but only if, such event or circumstances delays performance beyond the reasonable control of Developer, or its agents and contractors, of their duties and obligations under this Agreement and such delay could not have been avoided or shortened by commercially reasonable efforts to foresee, mitigate or cure such disruption by Developer and its agents and contractors:

(a) Acts of God, tornadoes, hurricanes, floods or other abnormal and highly inclement weather, sinkholes, fires and other casualties, landslides or earthquakes;

(b) Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrections, riots, civil disturbances, or national or international calamities;

(c) Rioting, looting, arson and like violent or destructive acts of civil commotion of a scale which is materially adversely impactful on the City and its businesses, taken as a whole;

(d) Actual or threatened health emergencies (including, without limitation, epidemic, pandemic, Covid-19, famine, diseases, plague, quarantine, and other health risks);

(e) Concealed and unknown conditions of an unusual nature that are encountered below ground or in an existing structure, but only to the extent that such conditions could not have been discovered by Developer's exercise of reasonable diligence;

(f) Any temporary restraining order, preliminary injunction or permanent injunction, or mandamus or similar order, or any litigation or administrative delay which prevents or materially impedes the ability of Developer to complete the Project or perform any obligations of Developer under this Agreement, unless based in whole or in part on the actions or failure to act of Developer;

(g) The failure by, or unreasonable delay of, the City or State or other Governmental Authority to issue any permits or Approvals necessary for Developer to develop, construct, open or operate the Project unless such failure or delay is based materially in whole or in part on the actions or failure to act of Developer or its Affiliates, agents, representatives or contractors;

(h) The enactment after the date hereof of any City, State, or Federal ordinance that has the effect of unreasonably delaying Developer's obligations under this Agreement; or

(i) A breach by the City of its covenants in Section 3.1(c) of this Agreement related to the review and approval of Concept Design Documents and construction documents, to the extent that such breach that results in an actual delay of Developer's performance of its obligations under Section 3.3(a) and Section 3.3(b) relative to the timeline for such performance (including the timeline for amending the PD) had the City not so breached its covenants in Section 3.1(c).

12.2 Notice.

Developer shall, within thirty (30) days, notify the City in writing of the occurrence of an event of Force Majeure of which it has knowledge, describe in reasonable detail the nature of the event and provide a good faith estimate of the duration of any delay expected in Developer's performance obligations. During the Force Majeure Period, Developer shall keep the City reasonably apprised orally or, at the City's request, in writing of the status of the Force Majeure and of Developer's efforts to prevent and remedy delays in Developer's performance resulting from the Force Majeure. Developer will furnish the City with such additional information orally or, at the City's request, in writing regarding the event of Force Majeure and the anticipated and actual delay resulting therefrom as City may reasonably request.

12.3 Delay of Performance.

Notwithstanding any other provision of this Agreement to the contrary, Developer shall be entitled to an adjustment in the time of any duty or obligation of Developer under this Agreement for Force Majeure events but only for the Force Majeure Period and only to the extent that Developer has taken commercially reasonable steps to mitigate the effects of the Force Majeure event and only if such occurrences actually delay the performance of such duty or obligation.

13. Miscellaneous.

13.1 Notices.

Notices shall be given as follows:

Any notice, demand, update or other communication which any Party may desire or may be required to give to any other Party shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) U.S. mail (but excluding electronic mail, i.e., "**e-mail**") addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to the City: Mayor
City of Chicago
121 N. LaSalle Street, 5th Floor
Chicago, Illinois 60602

with copies to: Office of the Chief Financial Officer
City of Chicago
121 N. LaSalle Street, Room 700
Chicago, Illinois 60602

and

Corporation Counsel
City of Chicago
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602

and

Cezar M. Froelich, Esq.
Kimberly M. Copp, Esq.
Taft Stettinius & Hollister LLP
111 E. Wacker Drive, Suite 2800
Chicago, Illinois 60601

If to Developer: Bally's Chicago Operating Company, LLC
c/o Bally's Corporation
Attn: Craig Eaton, Executive Vice President
100 Westminster Street
Providence, RI 02903

with copies to: Jonathan Mechanic, Esq.
Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004

Any such notice, demand or communication shall be deemed delivered and effective upon actual delivery. Additionally, if notice is required to be delivered to a Mortgagee pursuant to Section 4.9(e), then it shall be delivered to Mortgagee at the address provided in the mortgage.

13.2 Non-Action or Failure to Observe Provisions of this Agreement; Waiver

The failure of the City or Developer to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto, or any other agreement contemplated hereby, shall not be deemed a waiver of any right or remedy that the City or Developer may have, and shall not be deemed a waiver of a subsequent Default or nonperformance of such term, covenant, condition or provision, it being understood that a waiver by a Party shall be made only by a writing signed by such Party.

13.3 Applicable Law and Construction.

The laws of the State shall govern the validity, performance and enforcement of this Agreement. This Agreement has been negotiated by the City and Developer, and the Agreement, including the exhibits and schedules attached hereto, shall not be deemed to have been negotiated and prepared by the City or Developer, but by each of them.

13.4 Submission to Jurisdiction; Service of Process.

(a) It is the express intention of the Parties that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement shall be the

Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois (the "**Court**").

(b) If at any time during the Term, Developer is not a resident of the State or has no officer, director, employee, or agent thereof available for service of process as a resident of the State, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the State, Developer or its assignee hereby designates the Secretary of the State, as its agent for the service of process in any court action between it and the City or arising out of or relating to this Agreement and such service shall be made as provided by the laws of the State for service upon a non-resident.

13.5 Complete Agreement.

This Agreement, and all the documents and agreements described or referred to herein, including the exhibits and schedules attached hereto, constitute the full and complete agreement between the Parties with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations and statements whether written or oral by each of the Parties.

13.6 Holidays.

It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a day other than a Business Day, it shall be postponed to the next following Business Day.

13.7 Exhibits.

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement.

13.8 No Joint Venture.

The City on the one hand and Developer on the other, agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the City and Developer as joint venturers or partners.

13.9 Unlawful Provisions Deemed Stricken.

If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder. In the event any provision of this Agreement is capable of more than one interpretation, one which would render the provision invalid and one which would render the provision valid, the provision shall be interpreted so as to render it valid.

13.10 No Liability for Approvals and Inspections.

No approval to be made by the City under this Agreement or any inspection of the Work by the City shall render the City liable for failure to discover any defects or non-conformance with this Agreement, or a violation of or noncompliance with any federal, State or local statute, regulation, ordinance or code.

13.11 Time of the Essence.

All times, wherever specified herein for the performance by Developer and City of their obligations hereunder, are of the essence of this Agreement.

13.12 Captions.

The captions of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

13.13 Amendments.

(a) This Agreement may only be modified or amended by a written instrument signed by the Parties.

(b) The Parties acknowledge that the Board may, subsequent to the date of this Agreement, promulgate regulations under or issue interpretations of or policies or evaluation criteria concerning the Act which regulations, interpretations, policies or criteria may conflict with, or may not have been contemplated by, the express terms of this Agreement. In addition, the Parties acknowledge that environmental permits and approvals may necessitate changes to this Agreement. In such event, the Parties agree to negotiate in good faith any amendment to this Agreement necessary to comply with the foregoing two sentences, whether such changes increase or decrease either of the Parties' respective rights or obligations hereunder.

13.14 Compliance.

Any provision that permits or requires a Party to take action shall be deemed to permit or require, as the case may be, the Party to cause the action to be taken.

13.15 Table of Contents.

The table of contents is for the purpose of convenience only and is not to be deemed or construed in any way as part of this Agreement or as supplemental thereto or amendatory thereof.

13.16 Number and Gender; Inclusive Or.

All terms used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any gender as the context may require. The term "or" should be read as inclusive.

13.17 Third-Party Beneficiary.

Except as expressly provided in the Releases, Sections 4.5 (payment of Development Process Cost Fees), and 11 (Indemnification), there shall be no third-party beneficiaries with respect to this Agreement.

13.18 Cost of Investigation.

If as a result of the Agreement, the City, the City Council, or any employee, agent, or representative of the City is required to be licensed or approved by the Board, the reasonable costs of such licensing, approval or investigation shall be paid by Developer within five (5) Business Days following receipt of a written request from the City.

13.19 Further Assurances.

The City and Developer will cooperate and work together in good faith to the extent reasonably necessary and commercially reasonable to accomplish the mutual intent of the Parties that the Project be successfully completed as expeditiously as is reasonably possible.

13.20 Estoppel Certificates.

The City shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice from any lender of Developer, execute and deliver to any lender of Developer an estoppel certificate in the form attached hereto as Exhibit J.

13.21 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original document and together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the date first set forth above at Chicago, Illinois.

CITY:

CITY OF CHICAGO, ILLINOIS,
a municipal corporation

By: _____
Name: Lori E. Lightfoot
Title: Mayor

Attest:

_____
Name: Anna M. Valencia
Title: City Clerk

DEVELOPER:

BALLY'S CHICAGO OPERATING COMPANY, LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

[Exhibit "A-5" referred to in this Host Community Agreement with Bally's Chicago Operating Company LLC reserved at time of printing.]

[Exhibit "D" referred to in this Host Community Agreement with Bally's Chicago Operating Company LLC printed on pages 48556 through 48572 of this *Journal*.]

Exhibits "A-1", "A-2", "A-3", "A-4", "A-6", "A-7", "A-8", "A-9", "B-1", "B-2", "C-1", "C-2", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O" and "P" referred to in this Host Community Agreement with Bally's Chicago Operating Company LLC read as follows:

Exhibit "A-1".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Project Incentives.

1.1 One-Time Payment.

(a) In addition to all other amounts due to the City, Developer shall pay to the City a host community one-time impact fee equal to $40,000,000 (the "**One-Time Payment**") on or before the fifth (5th) Business Day following the execution of this Agreement by Developer and the City.

1.2 Ongoing Payments.

(a) Beginning on the date of Operations Commencement (Temporary Project) and on each calendar anniversary thereof:

(i) Developer shall pay the City an annual fixed host community direct impact fee of $2,000,000 (the "**Direct Impact Fee**"); and

(ii) Developer shall pay the City an annual fixed host community indirect impact fee of $2,000,000 (the "**Indirect Impact Fee**").

Exhibit "A-2".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Goals For Contracting With City-based Businesses, Hiring, Construction Work Hours, And Sourcing Of Goods And Services.

1. Definitions.

For purposes of Exhibit A-2, the terms defined herein below shall have the following meanings:

"**Business Enterprise owned or operated by People with Disabilities**" or "**BEPD**" means a business certified as a BEPD pursuant to MCC 2-92-586, "Contracts – Business enterprises owned or operated by people with disabilities," as it may be amended from time to time.

"**Certified Firm**" means, generically, a BEPD, MBE, VBE, or WBE.

"**Chief Financial Officer**" means the Chief Financial Officer of the City as defined by MCC 1-4-090, or a designee thereof.

"**Gaming Equipment and Related Services**" means Slot Machines, or the apparatuses used for Table Games, as defined by 230 ILCS 10/4, as it may be amended from time to time, and in each case equipment directly relating thereto, and assembly, maintenance, and repair services related directly thereto which may only be provided by persons or entities holding a Supplier's License issued by the Illinois Gaming Board pursuant to 86 Ill. Adm. Code 3000.200, "Classification of Licenses" as it may be amended from time to time.

"**Good Faith Effort**" means a Good Faith Effort as defined by MCC 2-92-670(k), "Definitions: Good-Faith Efforts," as it may be amended from time to time. A non-exclusive list of possible Developer actions that would be considered in evaluating Developer's Good Faith Efforts (substituting Certified Firms for references to DBEs, and Developer for Bidder) are those found in 49 CFR Part 26 Appendix A, "Guidance Concerning Good Faith Efforts," under section IV.

"**Minority-Owned Business**" means a business certified as a Minority-Owned Business Enterprise pursuant to MCC Chapter 2-92 Article VI, or a business certified as a Minority-Owned Business pursuant to MCC Chapter 2-92 Article IV, as they may be amended from time to time.

"**Socio-Economically Disadvantaged Area**" or "**SEDA**" means an area of the City that has been designated as socio-economically disadvantaged by the Commissioner of Planning and Development under authority currently codified under MCC 2-92-390, or as otherwise designated by the City.

"**Veteran-Owned Business Enterprise**" or "**VBE**" means a business certified as a Veteran-Owned Business Enterprise pursuant to MCC 2-92-930 as it may be amended from time to time.

"**Woman-Owned Business**" or "**WBE**" means a business certified as a Woman-Owned Business Enterprise pursuant to MCC Chapter 2-92 Article VI, or a business certified as a Woman-Owned Business pursuant to MCC Chapter 2-92 Article IV, as they may be amended from time to time.

2. Construction of Project

Developer will contractually obligate and use reasonable efforts to cause the general contractor and architect/engineer and each subcontractor involved in design and construction work for the Project to abide by the MBE and WBE contracting goals and City resident and SEDA resident goals set forth in this Section 2.

a. Contracting Goals.

For all design and construction work associated with the Project, Developer will use reasonable efforts to cause at least 36% of the work to be performed by MBE firms and at least 10% of the work to be performed by WBE firms. These goals should be met individually for the Temporary Project and the Permanent Project, and for the expansion of the hotel to five-hundred rooms when it occurs.

b. Construction Workforce Work Hours.

For all construction work associated with the Project, Developer will use reasonable efforts to cause at least 50% of the work hours to be performed by actual residents of the City and at least 15.5% of the work hours to be performed by actual residents of Socio-Economically Disadvantaged Areas of the City. These requirements will be implemented consistently with those of MCC 2-92-330, except that the SEDA goal replaces the 7.5% Project Area Goal currently codified in that section.

c. Participation Schedules and Compliance Reports.

No later than the submittal of the final concept design drawings for the Temporary Project, and for the Permanent Project, Developer must submit a preliminary "Projected Utilization Schedule" identifying the MBE and WBE firms that have been engaged to design each facility, and to what extent and when in the design process they will be utilized.

Prior to beginning construction of each the Temporary Project, of the Permanent Project, and of the expansion of the hotel, Developer must submit a "Projected Utilization Schedule," and a "Workforce Compliance Plan" in a form acceptable to the City and must meet with City monitoring staff to demonstrate understanding of the goals and reporting requirements. The Projected Utilization Schedule must show when and to what extent in the schedule for design and construction MBE and WBE firms are expected to be utilized, and to the extent practicable, identifying the specific MBE and WBE firms that will be engaged to perform the work. The "Workforce Compliance Plan" must show how Developer intends to comply with its City and SEDA resident obligations throughout the construction of the applicable facility.

Throughout construction of the Project, Developer must deliver to the City quarterly written progress reports detailing compliance with these requirements, as well as participation by local businesses as described in Section 7 below, and any other metric related to contracting equity and inclusion or economic impact as the City may reasonably request. With respect to MBE and WBE utilization, the reports must compare the Projected Utilization Schedule with actual utilization. City may require submission of reports through electronic means compatible with its contract monitoring systems.

Developer's quarterly reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Developer or its contractors to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining Developer's compliance with its commitments. Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of all construction of the Project, including the hotel expansion. The City's monitoring staff shall, upon providing Developer at least ten (10) Business Days' notice, be provided access to records of Developer reasonably requested by such staff to allow the City to review Developer's compliance with its commitments to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction work on the project.

Quarterly reports may also include, as directed by City monitoring staff: (i) subcontractor's activity report; (ii) MBE/WBE utilization report by month; (iii) payroll showing worker hours and residency; (iv) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (v) evidence of compliance with job creation/job retention requirements.

If any such reports prior to 100% completion of the Temporary Project, Permanent Project or hotel expansion indicate a shortfall in compliance or discrepancy of greater than 5% in the participation of MBEs or WBEs, or greater than 5% in the employment of City and SEDA residents, Developer must make Good Faith Effort to correct the shortfall and must deliver an explanation for the shortfall or discrepancy and provide a plan outlining, to the Chief Financial Officer's satisfaction, the manner in which Developer will endeavor to correct any shortfall or discrepancy ("**Recovery Plan**").

3. **Sourcing of Goods and Services**

a. **Contracting Goals.**

Except for the purchase of Gaming Equipment and Related Services, in the sourcing of goods and services through the life of the Agreement, including but not limited to maintenance, repair, and renovation of the facilities, any construction work after initial development of the Project (other than the hotel expansion), as well as all provisioning and consumables, and professional consulting services, Developer* commits to making a Good Faith Effort to spend, of overall

* All of the commitments in this Exhibit A-2 (except with respect to construction) as well as the commitments made in Exhibit A-3 would also be the responsibility of the Casino Manager, if any, so that any such Casino Manager would be required to enter into an undertaking with the City so comply in connection with the execution of any Casino Management Agreement.

annual spending each year, at least 26% with MBEs, at least 10% with WBEs, at least 2% with BEPDs, and at least 3% with VBEs.

Developer's Good Faith Efforts to achieve these goals must include, but will not be limited to:

- Eliminating disparities in the initial procurement process by issuing all contracts and bids in excess of $10,000 as a competitive RFP, it being understood that a competitive RFP shall not be required in those limited situations in which the limited number of vendors or the time pressures make the use of an RFP impracticable.
- Listing all RFP vendor opportunities on Bally's Chicago website.
- Hosting an annual diversity vendor fair onsite.
- Joining or partnering with local business organizations such as the Illinois Black Chamber of Commerce, Illinois Hispanic Chamber of Commerce, Chicago Minority Supplier Development Council, Chicago Urban League, and the Chicago Business Leadership Council.
- Utilizing selection criteria that put a weighted emphasis on MBE, WBE, VBE, and BEPD certifications and Chicago-based vendors.
- Hiring a Diversity, Equity and Inclusion expert in sourcing, monitoring, compliance and contracting MBE, WBE, VBE, and BEPD vendors to leverage their network of vendors, suppliers and individuals seeking jobs to push notifications, recruit bidders, and support bidders in the process.

b. Utilization Schedules and Compliance Reports.

By such date as the Chief Financial Officer may direct, but no later than the opening of the Temporary Project, Developer must submit a Business Diversity Program in a form acceptable to the City outlining how Developer intends to comply with obligations under this Section 3, which must be updated prior to the opening of the Permanent Project and then annually. It should include a detailed buying plan, and Projected Utilization Schedule for the year which must show in which quarter of the upcoming year and to what extent Certified Firms are expected to be utilized, and to the extent practicable, identifying the specific Certified Firms that will be engaged to provide the applicable goods or services.

Additionally, throughout the life of this Agreement, Developer must submit quarterly reports, in a format acceptable to the City, regarding compliance with the goals of this Section 3 as well as participation by local businesses as set forth in Section 7 below, and any other metric related to contracting equity and inclusion or economic impact as the City may reasonably request. With respect to Certified Firm utilization, the quarterly reports must compare the Projected Utilization Schedule with actual utilization.

Developer's quarterly reports shall also include, inter alia, the name and business address of each Certified Firm solicited by to provide goods or services, and the responses received from such solicitation, the name and business address of each Certified Firm actually engaged, a description

of the work performed or products or services supplied, the date and amount of such work, product or service, the amount paid, and such other information as may assist the City's monitoring staff in determining Developer's compliance with its commitments. If requested by the Chief Financial Officer, Developer must identify all firms engaged to provide goods or services. Developer shall maintain records of all relevant data with respect to the utilization of Certified Firms in connection with the Project for at least five years after purchase of the applicable goods or completion of the applicable service. The City's monitoring staff shall, upon providing Developer at least ten (10) Business Days' notice, be provided access to records of Developer reasonably requested by such staff to allow the City to review Developer's compliance with its commitment to participation by Certified Firms and the status of any Certified Firm providing goods or services.

Quarterly reports must also include the amount of excluded expenses associated with the provision or maintenance of Gaming Equipment, and upon request of the Chief Financial Officer, the details of such transactions.

If any quarterly reports indicate a shortfall in participation by Certified Firms of greater than 7.5% of the applicable goal, Developer must provide an explanation for the shortfall and make Good Faith Efforts to correct the shortfall. However, if Developer does not reasonably believe that the shortfall will be corrected before the next quarterly report is due and so promptly informs the City, Developer should also provide a detailed Recovery Plan and proposed revised Projected Utilization Schedule, and if the shortfall is not corrected when the next quarterly report is due, a detailed Recovery Plan and revised Projected Utilization Schedule are required.

Developer must also submit an annual summary report no later than a date determined by the Chief Financial Officer containing information about the Developer's Business Diversity Program and its compliance with the goals and plans therein. Information to be provided will include information on expenditure of goods and services from Certified Firms during the prior calendar year, expressed in dollars and percentages, and for each year after the first year, information on progress or changes in the program since the prior year. The report should include information about the construction of the Project if construction of the Temporary Project, Permanent Project, or hotel expansion took place during the prior calendar year.

The City may require submission of reports through electronic means compatible with its contract and business diversity monitoring systems.

4. Counting Certified Firm Participation in Contracting.

Participation by Certified Firms in contracting will be counted following the applicable rules of the Department of Procurement Services for construction work or non-construction work as they may be amended from time to time. However, from time to time the City may establish alternate rules which will be utilized instead, or Developer may propose alternate rules acceptable to Chief Financial Officer.

However, Certified Firms that hold more than one certification may only be counted under one category to demonstrate compliance with the contracting goals set forth in Sections 2.a.and 3.a above. For example, a firm certified as both an MBE and a WBE may only be counted as an MBE or a WBE, but not as both. To be counted, Certified Firms must be performing a commercially useful function as described in 49 CFR 26.55(c)(2).

5. Requests for Reduction or Waiver of Goals

If Developer believes that it will not be possible to correct a shortfall in Certified Firm contract participation, City resident work hours, or SEDA resident work hours due to causes beyond Developer's reasonable control and despite Developer making Good Faith Efforts, it may request that the Chief Financial Officer grant a reduction or waiver of the applicable goal in accordance with the procedures and standards established by the City for goal reduction or waiver requests under the applicable section of MCC Chapter 2-92. The granting of such requests shall be in the sole discretion of the Chief Financial Officer. Requests for reduction or waiver of goals in contracting for goods and services will be granted only on an annual basis.

6. Remedies for Shortfalls.

Because the utilization of MBE, WBE, and other Certified Firms, and the employment of City residents and SEDA residents is essential to the economic vitality of the City, if (1) there is a shortfall in MBE, WBE contract participation or in City resident work hours or SEDA work hours at 100% completion of Temporary Project, at 100% completion of the Permanent Project or at 100% of the hotel expansion, or there is shortfall in Certified Firm participation in the supply of goods and services at the end of any calendar year, and (2) the Developer has not made a convincing showing that it made Good Faith Efforts to correct the shortfall in connection with the construction of the applicable facility or expansion or annual participation goal, then the City will have been harmed in a manner difficult to quantify. Therefore, the Parties agree that in the event of such a shortfall, the following liquidated damages represent a reasonable estimate of the City's damages, and are not a penalty, provided that no liquidated damages will be payable with respect to a shortfall in missing a goal in any calendar year to the extent that at least 92.5% of such goal is met:

i. Shortfall in MBE or WBE participation, construction of Project: the amount of the shortfall, as a percentage of the sum of the final aggregate hard construction costs and architectural design and engineering costs for the Temporary Project, or for the Permanent Project, or for the hotel expansion, as applicable.

ii. Shortfall in City resident or SEDA resident work hours: 1/20 of 1 percent (0.0005) of the sum of the final aggregate hard construction costs for the Temporary Project, or for the Permanent Project, or for the hotel expansion, as applicable per percent shortfall.

iii. Shortfall in Certified Firm participation in the sourcing of goods and services: the amount of the shortfall, as a percentage of the annual overall spending for goods and services. With respect to a shortfall in meeting a goal of the type contemplated in this clause (iii) with respect to a calendar year, liquidated damages shall be payable (except as provided below) promptly two years after the end of such calendar years if Developer does not average at least 92.5% of such goal during the next two calendar years (the "**Succeeding Years**"). Notwithstanding the foregoing such liquidated damages shall be payable immediately if Developer did not meet at least 75% of such goal for such calendar year. Liquidated damages with respect to such goal with respect to either of the Succeeding Years shall be payable promptly after such Succeeding Year.

Any liquidated damages paid to the City under this Exhibit A-2 will be placed into a fund to be utilized for support of the City's contracting equity and workforce development programs, and related uses.

Additionally, to prevent future shortfalls and to help ensure continued compliance with the requirements of this Exhibit A-2 through the life of the Agreement, if there is a shortfall related to the construction of the Project, either in MBE/WBE participation or work hours, or continuing shortfalls in participation of Certified Firms in sourcing of goods and services, the City may require more stringent reporting requirements and engage in stricter oversight than set forth in this Exhibit A-2, which may include, but is not limited to, engagement of an integrity monitor or other experts or consultants at Developer's expense to assist the Chief Financial Officer in monitoring compliance with the contracting and workforce goals, and increasing the frequency and/or detail of reporting.

Furthermore, if there are significant or continuing shortfalls in participation of Certified Firms in construction of the Project or the sourcing of goods and services, or in the work hours of City or SEDA residents, the City may exercise a right of specific performance, an injunction, or any other appropriate equitable remedy, as may be applicable.

7. Local Businesses.

In all contracting related to the Project, both during construction and during operation of the Casino, Developer and Casino Manager must provide a reasonable preference for competitively priced firms, that are, to the extent required by applicable law, qualified by or registered with the Illinois Gaming Board, located or based within the City, and secondarily for firms located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois. These preferences should operate similarly to that set forth in MCC 2-92-412 "Contracts – Bid preference for city-based businesses," but Developer may establish alternate preference(s) acceptable to the City, that will serve to encourage local businesses.

8. Independent Venues

Throughout the Term, Developer will engage in good faith discussions with independent venues in the City for the purpose of coordinating the booking of live entertainment events at its Temporary and Permanent Facilities. Developer must report annually to the Chief Financial Officer on its compliance with this section.

9. Monitoring; Transparency

Developer shall at all times designate a management employee to monitor its compliance with the terms set forth in this Exhibit A-2 and in Exhibit A-3, which employee shall meet with the City as requested by the City from time to time to discuss the status of such compliance and any issues relating thereto. In support of the City's commitment to transparency, Developer must comply with City's reasonable requests for redacted versions of any reports to be submitted under this Exhibit that may contain confidential or proprietary business information, suitable for posting on the City website or other public information system of the City.

Exhibit "A-3".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Human Resource Hiring And Training.

From time to time, Developer may amend, modify and revise the policies and procedures provided in this Exhibit A-3 in accordance with good practices in the gaming industry based on operational needs of the business, regulatory requirements, and other commercially reasonable factors. Upon the City's request, Developer will promptly provide the City with copies of Developer's policies and procedures.

A. DEVELOPER'S NEW WORKFORCE COMMITMENTS

1. Definitions.

For purposes of Exhibit A-3, the terms defined herein below shall have the following meanings:

"**Minority**" means an individual considered to be a minority pursuant to MCC 2-92-670(n), "Definitions: Minority," as it may be amended from time to time. This includes, but is not limited

to: African-Americans, Hispanics, Asian-Americans, and American Indians, as defined by that ordinance.

"**Socio-Economically Disadvantaged Area**" or "**SEDA**" means an area of the City that has been designated as socio-economically disadvantaged by the Commissioner of Planning and Development under authority currently codified under MCC 2-92-390, or as otherwise designated by the City.

"**Veteran**" means a person who has served in the United States armed forces and was discharged or separated under honorable conditions.

"**Woman**" means a person of the female gender, as defined by 20 ILCS 5130/10 of the "Illinois Council on Women and Girls Act."

2. New Workforce Commitments.

a. Construction of Project.

The Developer will make commercially reasonable efforts so that the construction of the Project will result in the creation of jobs in the construction industry as follows:

- Temporary Project: Approximately 2,900 jobs in the construction industry.
- Permanent Project: Approximately 3,000 jobs in the construction industry.
- Construction of the Hotel Extension: Approximately 2,500 jobs in the construction industry.

Throughout the construction of the Temporary Project, Permanent Project, and Hotel Extension, the Developer must submit certified employment reports disclosing the number of jobs in the construction industry at the Project to the Chief Financial Officer as a part of the Developer's submission of reports required by Exhibit A-2, in such form and detail as the City may require.

b. Operation of Casino.

The Developer will make commercially reasonable efforts so that the operation of the Project will result in employment as follows:

- Operations Commencement (Temporary Project): Approximately 550 operations jobs.
- Operations Commencement (Permanent Project): Approximately 3,000 operations jobs.

Throughout the term of the Agreement Developer will provide reports on employment at the Project in such detail and on such frequency as the City may reasonably request from time to time, but in no event more than four (4) time(s) per year.

3. **Workforce Diversity Commitment.**

Developer will take commercially reasonable efforts to maintain a target goal of hiring 60% Minorities for operation of the Casino, particularly those who are SEDA residents or residents of zip codes designated as economically disadvantaged, and will target Minorities, women, veterans, individuals with disabilities, individuals who are low-income, and individuals who are unemployed.

Within 180 days of execution of this Agreement, Developer and Casino Manager (if any) must provide a Workforce Development Plan to the Chief Financial Officer, which may be amended from time to time, showing how they intend to accomplish the foregoing goals and comply with the Construction Workforce provisions set forth in Exhibit A-2. Developer shall make commercially reasonable efforts to comply with the Workforce Development Plan, as amended.

Developer will make commercially reasonable efforts to: (1) provide training opportunities to City residents for various roles (e.g. table game dealers and food and beverage); (2) partner with workforce development organizations, which will include organizations such as Black Contractors Owners Executives, Black Men United, Black United Fund of Illinois, Business Leadership Council, City Colleges of Chicago, Chicago Minority Supplier Development Council, Chicago Urban League, Coalition of African American Leaders, HispanicPro, Illinois Restaurant Association, Illinois State Black Chamber of Commerce, Skills for Chicagoland's Future, Washington Heights Workforce Center, West Loop Community Organization, and Women Employed; and (3) host job fairs with the above organizations.

Additionally, Developer will offer advancement opportunities that must at minimum include an internship program, tuition reimbursement, a management development program, and a local college partnership. Developer will also make entry-level semi-skilled positions available to individuals facing barriers, and include on the job training and an evaluation period for employment.

Developer will also work with the City Colleges of Chicago to develop new hospitality programs, and expand existing construction and hospitality apprenticeship programs. Developer will establish, fund, and maintain human resources hiring and training practices.

4. **Reporting**

Throughout the life of this Agreement, Developer must submit quarterly reports, and an annual summary report, in a format acceptable to the Chief Financial Officer, regarding compliance with the goals of this Exhibit A-3, and any other metric related to workforce equity and inclusion as the City may reasonably request.

B. DEVELOPER'S HUMAN RESOURCE HIRING AND TRAINING PRACTICES

Bally's Corporation has a history of and is a firm believer in funding and maintaining human resource hiring practices that promote the development of a skilled and diverse workforce. As a company, we encourage and highly value access to internal promotion opportunities, as well as a robust workforce development plan that cover all levels within the organization, from interns to senior management.

1. **Pillars of Excellence**

- Awareness:
  - Provide training to hiring managers to understand diversity and inclusion best practices
- Recruitment and Hiring:
  - Develop effective strategies to recruit and attract a more diverse applicant pool for position vacancies
  - Develop promotional materials that are culturally sensitive and accessible to all target groups
- Inclusion:
  - Promote the development and advancement of underrepresented groups through professional development courses and training
  - Actively create a productive work environment that is free of harassment and bullying
  - Promote policies, practices, and procedures that are inclusive and sensitive to the various cultures within our organization

2. **Local Hiring Program**

Developer will create a local hiring program with the goal of providing employment opportunities that create alternative job pathways by way of on-the-job training. This program will provide an opportunity to those that face significant barriers to stable employment and further Developer's vision for identifying ways to attract, develop, and sustain an equitable workforce. The program will have two (2) pathways to success:

- Entry level semi-skilled positions – Focused on positions with which minimal educational or experience is required. Positions include, but are not limited to:
  - Administrative Assistant
  - Audit Clerk
  - Payroll Clerk
  - Office Coordinator
  - Front Desk Clerk

  - Housekeeping/EVS Supervisors
  - Slot Attendants
  - Food & Beverage Supervisors
  - Food Server
  - Bartender
  - Cocktail Server
  - Retail Clerk
- Vocational Positions – Focused on entry-level operational position. Positions include, but are not limited to:
  - Environmental Services (EVS)
  - Groundskeeper
  - Room Attendant
  - Valet
  - General Maintenance
  - Warehouse/Receiving

Candidates will have an initial six-month, on-the-job training period (paid, benefits), followed by a six-month probationary period. Once the probationary period is successfully completed, the candidate is transitioned to regular employment status.

Recruiting efforts will be targeted to the following groups:

- Designated zip codes in surrounding neighborhoods – Outreach programs to focus on all ethnicities.
- Minorities – Workplace diversity boosts employee creativity, innovation, decision-making skills, and satisfaction, as well as bolsters Bally's ability to attract elite and diverse talent and promote market growth.
- Partnerships with various minority focused organizations and minority vendors will solidify this initiative.
- Women – Creating a gender-balanced workforce and placing women in leadership roles. Building gender equality and supporting women's rights, education and empowerment are critical to creating shared value and culture.
- Veterans – Partner with organizations for placement of veterans into the civilian workforce. Additionally, Bally's recognizes veterans annually to thank them for their service through appreciation days, luncheon programs and gift offerings.
- Individuals with disabilities – Partnership with organizations for placement of people with disabilities.
- Low-income – Outreach programs focused on low-income residents.
- Unemployed – Partnership with unemployment agencies for job placement.

Developer is committed to:

- Supporting all managers to foster an inclusive workplace.
- Training managers in unconscious bias.
- Enhancing mentoring and sponsorship programs to prepare high-potential women and people of color for senior executive positions.
- Hiring and promoting more women and people of color in senior executive positions.
- Reviewing results with senior leaders to promote gender and racial equity balance and ensure progress.
- Continuing our efforts to champion equal pay and eliminate conditions that create gender and racial equity pay gaps.

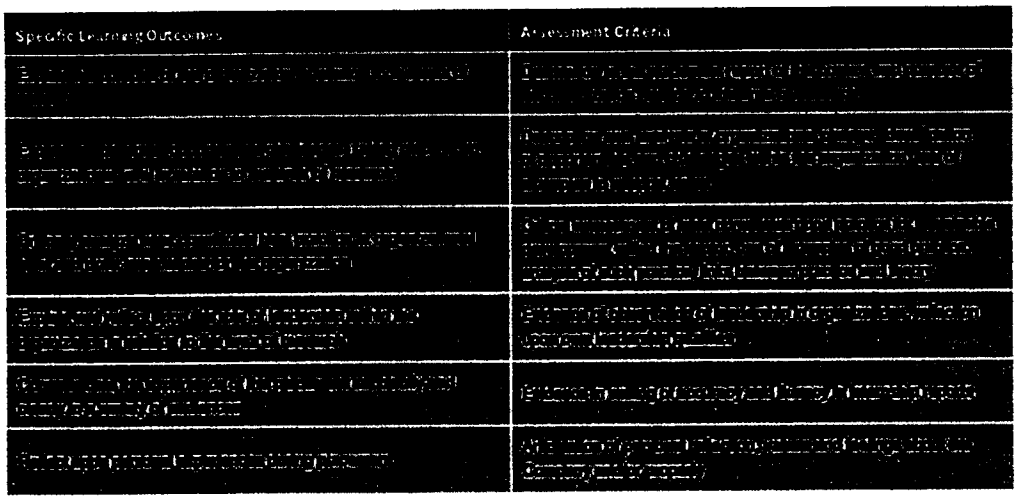
3. **Internship Program**

Bally's corporate internship policy provides direction to managers throughout the organization to enhance the experience our interns garner during their employment. The program has multiple purposes including:

- Providing practical hands-on work experience
- Providing exposure to the work environment, that includes basic skills and understanding
- Providing the opportunity to practice, improve, and evaluate skills, techniques, principles, theories, and knowledge gained through academic experiences
- Applying classroom knowledge to the professional world
- An opportunity to gain experiences in administration and management, organization and supervision, facility maintenance and operation, and observation experiences
- Making academic classes taken after the internship more meaningful
- An opportunity to identify and meet individual goals and objectives
- Increasing self-confidence
- Enabling the student to validate his or her career choice
- Motivating the student to greater achievement in the field, or to be the basis for a decision to make a career change

Bally's is committed to providing interns with a quality experience that involves meaningful activities and the opportunity to learn and gain practical work experience in their chosen field of study and work. Interns are provided with a clearly defined framework of participation and learning and is supervised by a suitable member of leadership, who monitors progress and provides feedback to ensure effective contribution.

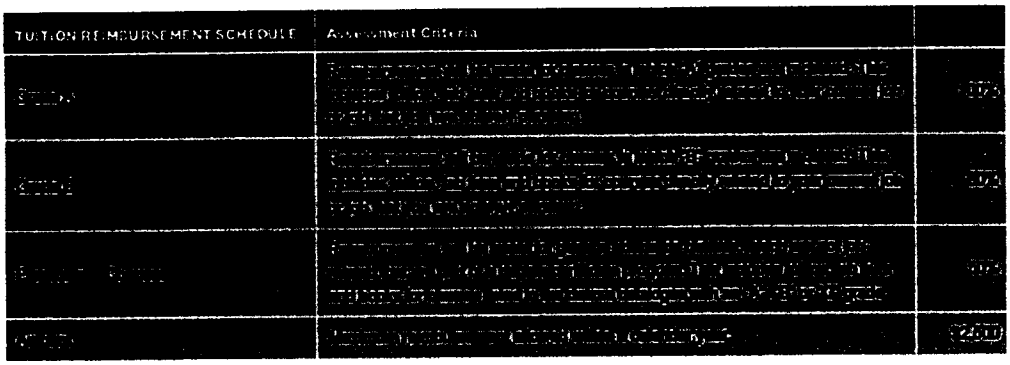
Examples of specific learning outcomes that are to be achieved by interns and criteria to evaluate whether these outcomes were achieved are provided below. The assessment is to be undertaken periodically by the departmental manager during the placement.



4. **Tuition Reimbursement Policy**

Bally's tuition reimbursement policy is designed to give employees at any level within the organization the opportunity to increase their knowledge and skill set through participation in educational programs which will provide growth opportunities within the organization. The program helps employees contribute to the company by becoming more effective in their current responsibilities as well as preparing for promotional opportunities. As a part of Developer's employee benefit plan, this policy provides an important opportunity for career advancement for its employees. To be eligible to participate in Bally's tuition reimbursement program, the employee:

- Must be a regular, full-time employee at the start of the course
- Must maintain full-time employment to receive reimbursement
- Must have completed twelve (12) months of continuous employment, prior to the start of the course(s)
- Must be in good standing (6 months discipline free) at the start of the course
- Must remain employed and actively working (not on a leave of absence) throughout the duration of the course to be reimbursed
- Must be employed at the time of reimbursement



TUITION REIMBURSEMENT SCHEDULE	Assessment Criteria	

5. **Management Development Program**

Bally's is currently in the process of revamping management development across the enterprise. Bally's is engaging with learning and development industry's top vendors to ensure that it is delivering content that meets its people where they are and delivering said content with measurable success. One example of a currently utilized management development program is 'Ambassadors Maximizing their Potential' (AMP) which consists of 12 course offerings, each focusing on practical skills and company management philosophies. This program is offered at Bally's Biloxi, Mississippi property and provides examples of the topics and skills Bally's feels are necessary for supervisory success. These classes were carefully developed and reviewed by the Bally's Corporation human resources department. Bally's covers the travel expenses for employees who apply and are selected for the program.

The instructors for these classes are chosen based on skills, experience and commitment to training. After successfully completing all 12 classes, participants receive a certificate of completion. The key to this program is executing on what the participant has learned and putting it into practice.

The following is an alphabetical list of classes found in the program:

- Business Etiquette
- Business Writing
- Coaching & Counseling
- Departmental Cost Control
- EEOC & Employment Discrimination
- Employee Engagement
- Executive Roundtable
- Guest Engagement

- How to Hire a Rock Star
- Legal Issues of HR
- Overview of HR: Jeopardy Style
- Train the Trainer

Business Etiquette

Course Description
The word "etiquette" gets a bad rap. The concept of etiquette is essential, especially now—and particularly in business. Social media platforms and digital communications tools have blurred the lines of appropriateness and we are all left wondering how to navigate unchartered social territory.

Course Objective
A business expert leads an interactive discussion on the following topics:

- First impressions
- Respect
- Meetings
- Workspace
- Dining
- Social media
- Attire/Appearance

Business Writing

Course Description
This course provides employees guidance when composing memorandums, reports, proposals, and other forms of writing used in organizations to communicate with internal or external audiences.

Course Objective
A professional instructor will discuss the following topics:

- Stating your purpose quickly and easily in documents and emails
- Separating details from actions
- Writing conversationally to engage your readers
- Updating your writing style for today's business environment
- Understanding the rules of email etiquette
- Organizing information to help your readers
- Recognizing and eliminating unnecessary words, phrases and repetition

- Techniques for writing concretely
- Substituting heavy, confusing phrases with simple language
- How strong verbs improve writing
- Identify and avoid masked and passive verb

Coaching & Counseling

Course Description
Every employee can reach higher levels of performance, including your average and best performers. What they need is a manager who can coach: someone who can routinely observe, assess, and interact in ways that develop and maximize their individual effectiveness. This seminar raises manager potential and level of performance to get the most out of your team.

Course Objective
The Employee Relations Manager will discuss the following topics:

- Learning when to coach and when to counsel/discipline
- How to determine the level of discipline
- How to complete a Missed a Beat
- Communicating the message to the Rocker

Departmental Cost Control

Course Description
This course reviews controlling operating and payroll costs through effective planning, staffing, and scheduling.

Course Objective
A member of the finance management team will provide information and skills to successfully control operating expenses, including:

- Understanding departmental operating costs
- Learning scheduling terminology
- Strategies for effective staffing and scheduling
- Reading and interpreting staffing and financial reports

EEOC & Employment Discrimination

Course Description
The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information. It is also illegal to discriminate against a person due to discrimination complaints, filed charges of discrimination, or participation in an employment discrimination investigation or lawsuit.

The laws apply to all types of work situations, including hiring, firing, promotions, harassment, training, wages, and benefits.

Course Objective
This class is provided by the Equal Employment Opportunity Commission (EEOC) and will cover topics such as:

- Title VII
- Harassment
- Discrimination
- Retaliation

Employee Engagement

Course Description
An "engaged employee" is one who is fully involved in, and enthusiastic about their work, and thus will act in a way that furthers the organization's culture and values. This class focuses on how to engage employees as a method of reducing turnover.

Course Objective
This course will involve a discussion on the following topics:

- How engagement affects business outcomes
- People are what sets an organization apart
- To be successful, companies must recruit, engage, and retain top talent

Executive Roundtable

Course Description
Approximately three-to-four executives are present to discuss anything participants would like. Participants are required to send two-to-three questions to the employee relations department five days prior to the course. These questions will then be addressed during the class.

Course Objective
After this roundtable discussion, participants will gain a better perspective of how and why executive decisions are made. Possible discussions may include:

- Global strategy of the business
- The daily tasks of an executive
- Professional advice of an executive
- Tips and tricks of the industry

Guest Engagement

Course Description
This course will be taught by the members of the hotel management team and will discuss the importance of guest service and recovery. They will also explain the various methods in place to measure guest satisfaction (i.e., Trip Advisor, Market Metrix, Guest Surveys, etc.).

Course Objective
After this class, participants will better understand:

- Why we care about the guests' experiences
- How we measure guest satisfaction
- What the guest wants
- Importance of staying in the moment
- Engaged guests spend more money

How to Hire a Rock Star

Course Description
An HR specialist will discuss the employment side of human resources, including the process of opening a position to placing the best rock star into that position.

Course Objective
This course will discuss the following topics:

- The characteristics of an ideal applicant
- How to use the prescreen results to hire a rock star
- Writing a good job description
- Asking legal interview questions
- New hire process from recruiting to induction

Legal Issues of HR

Course Description
The Director of Human Resources will lead participants in a discussion on important HR legal topics, such as HIPAA, at will, FMLA, PT vs FT, FLSA, and many more.

Course Objective
At the conclusion of this class, you will better understand:

- Benefits
- Healthcare Reform
- PTO/Bereavement Leave/Time Records
- HR Processes
- HR Law

Overview of HR: Jeopardy Style

Course Description
This interactive class will review all areas of Human Resources from the basic legal policies to more complex case studies. Participants will play a game - Jeopardy style - and win fabulous prizes.

Course Objective
Participants will leave the class with a better understanding of the following topics:

- Policies & Procedures
- Departmental Situations
- HR Law

Train the Trainer

Course Description
This class will prepare Bally's Corporation Managers to facilitate effective new hire trainings, as well as ongoing training.

Course Objective
After this class, participants will understand:

- There are many different forms of training
- Adults learn differently than children
- Training is a vital component of a manager's role
- Some training is required by law on a regular basis

C. DEVELOPER'S WORKFORCE DEVELOPMENT PLAN

Bally's strength is recruiting, hiring and successfully managing a diverse workforce. Bally's recognizes the value that diversity offers, and it has been critical to our overall success. Across Bally's casino portfolio, ~45% of its employees are women. Women also make up ~40% of its leadership roles. Similarly, minorities are well represented in these categories by ~45% and ~25%, respectively. Bally's is very familiar working within an environment that is rich with diversity.

1. Chicago Commitment

Developer's goals with respect to hiring various women, minority and underrepresented groups are as follows:

- Women – 45%
- Minorities – 60%
- Veterans – 5%
- Disabled – 5%

Bally's plans to partner with well-respected workforce development non-profits and community-based organizations in Chicago, such as Skills for Chicagoland's Future, Women Employed, Washington Heights Workforce Center and Chicago Urban League (as well as others) to achieve the above stated employment goals.

2. Bally's Affirmative Action and Equal Employment Opportunity Commitment

Bally's has adopted a policy of affirmative action and equal employment opportunity that has continued in order to create an environment that fosters diversity and inclusion. This affirmative action plan has been developed to meet the requirements of Affirmative Action Programs, sex discrimination guidelines, and guidelines on discrimination because of religion or national origin. Bally's Human Resources department has overall responsibility for administering, monitoring and updating plans as outlined in the Affirmative Action Plan. Each member of the management staff is responsible for preventing and/or eliminating any discriminatory practices and assuring that all applicants and employees are afforded the same opportunities.

This affirmative action plan describes the policies, practices and procedures implemented by the Casino to employ and advance at all levels of employment qualified individuals without regard to race, color, religion, sex, age, national origin, disability, veteran status or other protected characteristics. Affirmative action augments Equal Employment Opportunity. An Affirmative Action Program is a set of specific and results-oriented procedures to which Bally's is committed. The procedures move Bally's toward inclusion of minorities and women with requisite skills at all levels in its workforce, and representation of their availability in appropriate labor markets.

Affirmative action requires the use of valid job-related standards in recruitment, hiring, and promotion. Bally's Affirmative Action Plan seeks, in good faith, to identify and remove barriers to Equal Employment Opportunity and to promote access for minorities and women at all levels of its workforce. This plan also covers individuals with a disability, disabled veterans, and others with protected characteristics. This plan outlines the principles established for each department and the Company in improving utilization of employees in protected categories of employees in the workforce. It is our aim to have adequate representation as it relates to all protected categories, including minorities, women, disabled individuals, individuals aged forty (40) and over, and veterans. This Affirmative Action Plan evaluates the company's initiatives and opportunities to employ and promote minorities and women with requisite skills. This program supports the company's efforts to create a workplace and community that reflect diversity.

3. Construction Work

What makes Chicago an attractive city to operate in is the depth of its workforce. Individuals and organizations with different skill sets, expertise, interests and passions. For Chicagoans to fully realize the economic benefits of this large-scale project, it is important that City residents have priority when it comes to job opportunities. Developer will meet and/or exceed the requirement of 50% of total work hours performed by City residents by hiring and retaining City residents for a large percentage of the workforce and project team both during construction and operations.

4. Operations

While Bally's has a good plan to recruit and hire City residents, it must also work hard to retain them. Employee retention is driven by company culture, and Bally's is proud of its company culture. Employee reviews on sites such as Indeed and Glassdoor, where employees self-select to rate their employer are generally positive. Comments have included:

Nationwide, Bally's has more than 7,500 employees, and our employee retention rate year-over-year is good. For example, during "the Great Resignation" of the last year, our company-wide turnover rate was below 30%, not including COVID-related staff reductions.

Bally's trains, supports and promotes its team members, but most importantly it values their contributions to the company. Engaging team members in operations and decision making encourages teamwork and overall success. Their contributions are recognized through quarterly recognition programs culminating in an annual recognition program. Bally's looks for unique characteristics of each team member to add value to the team, department, and company. The people are truly what make Bally's special, and it anticipates that the Bally's culture found at its sites across the nation will be even greater at its flagship location – Bally's Chicago.

5. **Work Hours**

Bally's acknowledges that of the 50% work hours provided by city residents, 15.5% should be completed by residents who come from Socially and Economically Disadvantaged Areas. To meet this goal, Bally's will require hiring from the neighborhoods surrounding the site. Developer will deploy grassroots outreach efforts in our neighboring communities. This may include:

- Direct mail pieces to residents within neighboring zip codes about job opportunities
- Door hangers promoting job fairs
- Advertisements on neighborhood transit lines and bus shelters
- Posting on job boards in neighborhood community centers

6. **Wealth Building and Increasing Employing in Disadvantaged Communities**

Bally's Corporation is dedicated to providing access to programs and services that will allow our team members to achieve both short- and long-term financial goals. Bally's offers a multitude of ways for team members to build their own personal wealth. From access to the world's largest employee discount network to 401k retirement opportunities and investment consultation, Bally's is vested in the personal success our team members and offers the following to all full-time employees:

- Tuition reimbursement programs
- Supervisory career tracks
- Leadership development programs
- Employee Stock Purchase Plan
- Childcare benefits to curb costs for working parents
- Competitive and robust benefits package
- Extensive employee discount program
- Pre-and post-tax 401k investment options
- Personal financial planning and financial wellness assessments
- Regular employee wellness initiatives

7. **Prioritize Hiring of City Residents**

Bally's believes it is important for its business to reflect the local community. It will prioritize hiring a local workforce in order to increase employment and expand access to economic opportunities for Chicagoans, as well as ensure an authentic, local experience for its guests. Bally's will partner with community-based organizations, such as Skills for Chicagoland's Future, to develop workforce training and skills development programs, as well as target local recruitment through direct community outreach and engagement.

Specifically, Bally's will:

- Host career fairs exclusively for Chicago residents prior to opening positions to surrounding areas.
- Guarantee an interview to all Chicago residents any time they apply for a job.
- Create an incentive referral program for hiring local applicants.

8. Diverse Workforce

Developer will utilize internal resources, as well as partner with local Chicago community and employment groups to fulfill our goal of creating a diverse workforce at all levels. Internal resources include:

- Host career fairs for Chicago residents, with an emphasis on recruitment from south and west side communities.
- Provide employee referral bonuses.
- Utilize traditional recruitment channels such as transfers of employees, job boards, professional networking, and use of recruiters where necessary.

Bally's has met with key non-profit partners who have agreed to help it achieve and exceed its workforce diversity goals, including the Chicago Urban League and Skills for Chicagoland's Future and many more.

Exhibit "A-4".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Plans For Compulsive Behavior Treatment; Prohibiting Underage Gambling; Project Security; Attracting New Businesses, Tourists And Visitors; Use Of Customer Databases And Implementing The Project Theme.

From time to time, Developer may amend, modify and revise the policies and procedures provided in this Exhibit A-4 in accordance with good practices in the gaming industry based on operational needs of the business, regulatory requirements, and other commercially reasonable factors. Upon the City's request, Developer will promptly provide the City with copies of Developer's policies and procedures.

1. **Treatment of Compulsive Behavior Disorders**

Parent Company and Developer (collectively for purposes of this Exhibit A-4, "**we**" or "**Bally's**") fully embrace a corporate-driven mission statement focused on a proactive commitment to identify issues and support measures related to problem gambling. We fully acknowledge that gaming and entertainment is our business, and responsible gambling is essential to our reputation, as well as interaction with the community.

We remain steadfast in our efforts to curtail problem gambling by providing educational materials and instituting a program, as noted below, for guests, as well as team members through our websites and on-site at the properties. Bally's has a proven track record of offering guidance to our patrons, and educating our employees, on how to recognize problem gamblers and referring individuals to the Responsible Gaming Helpline, and/or similar mediums, in their respective state(s) for assistance.

Bally's will develop and adhere to the highest level of responsible gaming practices, consistent with the requirements of the Act, Sports Wagering Act, and all rules, regulations and procedures of the Board, and develop a plan consisting of, but not limited to:

- Institute (or join) and provide funding for a Board/Council/Association focused on responsible gaming;
- Maintain existing memberships with the American Gaming Association and the National Council on Problem Gambling to ensure accessibility to problem gaming studies, research and programs;
- Fund relevant, local research on compulsive disorders as directed by the Board/Council/Association;
- Participate in the Responsible Gaming Education Week sponsored annually by the American Gaming Association or successor/equivalent program;
- Mandate that all front-facing team members attend Problem Gambling training, which will be conducted at least once per year, to remain relevant with the ability to recognize problem gamblers;
- Incorporate internal reference procedures for employees;
- Implement a property Problem Gaming Committee consisting of key management and front-facing team members;
- Dedicate a specific budget to support all internal Problem Gambling training and awareness programs; funding will be derived by Developer and will be comparable to those of similarly sized properties in the Parent Company's casino portfolio;
- Adhere to a Self-Exclusion Program that allows an individual to be excluded from the property and from receiving marketing messages (direct mail offers, emails, etc.);

- Several Bally's properties (including Bally's other Illinois property) have executed such programs which can be combined with a Trespass Policy:
- Establish partnerships with area hospitals, colleges, mental health counselors, treatment providers and social workers to create effective strategies to combat problem gambling:
- Promote the Responsible Gaming Program with signage and collateral materials (in multiple languages), including digital messaging, situated throughout the property; and
- Include a Responsible Gaming section on the Casino's website.

2. Ensuring Minors will be Prohibited from Gambling at the Casino

The Casino will have prominent signage throughout the operation indicating that gambling is limited to persons 21-years-of-age or older.

The Casino floor will be partitioned off and only specific entry points will provide access to the gaming floor. Prior to entering the gaming floor, all patrons who appear to be under the age of 35 will be required to provide government issued identification (e.g., driver's license, passport, etc.). The patron's identification will be scanned utilizing Veridocs (or a similarly sophisticated verification system) to ensure that all patrons are 21-years-of-age or older.

We will also regularly update our Veridocs system weekly to ensure that the IGB's Red Flag List is continually up to date. Any match at the security podium will send an alert to the security management offices, as well as to surveillance. These scanners will be located at the security podiums, the players club, cage, slots, tables, and VIP lounge. Before any gaming transaction is completed (e.g., new player card sign-up, comp issue, promotion issue, jackpot payout, check cashing, etc.) all IDs will be scanned at the outlet to ensure the patron is not on the Red Flag List.

Additionally, if a patron attempts to engage in any activity in which they will need to be further identified (e.g., writing a check, registering for credit, registering for players card/promotions/comps, or claiming a W-2 taxable jackpot), the employee at the point of contact will check the player's identification to ensure they are 21 or older and are not Self Excluded.

These efforts will also be extended to our sports wagering and patrons will not be able to register for a sports wagering account if they are under 21.

All gaming employees will be trained to detect and watch for underage gambling at new hire orientation and annually through a mandatory training platform.

The program outlined above is consistent with the operation at Bally's other Illinois property.

3. Providing Security Inside and Surrounding the Project

Security is vital to the successful operations and internal controls of all our properties. We believe that our current internal controls for security at our other Illinois property provides an excellent framework for the area-by-area approach we will take at Bally's Chicago to ensure the safety of our customers, employees and the facility in general (it being understood that we will reevaluate those procedures in light of the needs of Bally's Chicago).

We will establish security department policies and procedures that are consistent with the Act, the Sports Wagering Act, the Illinois Gaming Board's rules and regulations, the Illinois Gaming Board's Minimum Internal Control Standards and, ultimately, what will be Bally's Chicago's System of Internal Controls. We will also coordinate with the Chicago Police Department in an effort to establish methods and protocols to heighten safety in the areas of the Project.

The security department team will include (but not be limited to): Director of Security, Security Manager, Security Shift Supervisor, Security Lead Officer and Security Officer. Roles and responsibilities for each position as follows:

Director of Security

- Reports directly to the General Manager
- Responsible for the overall supervision and management of the security operations
- Exercises direct operational control over all security operations including the establishment of policies and procedures for the security department
- Responsible for training security personnel about the Illinois Gaming Board – Minimum Internal Control Standards and assists in the establishment of additional training programs
- Responsible for formulating, implementing, and enforcing rules and regulations for the Security Department
- Oversees hiring, scheduling, evaluations, suspension and terminations of security personnel
- Reviews all security incident reports
- Provides security incident reports and memorandums to senior management depicting the events affecting security
- Responsible for coordinating policies and procedures concerning security-related issues with local law enforcement (including, when necessary, to assist in the orderly eviction of patrons from the Casino or surrounding area).
- Performs duties and responsibilities associated with the IGB Statewide Voluntary Self-Exclusion Program
- Acts as the System Administrator for the Electronic Key Control System by assigning rights and privileges to each authorized user via access codes and passwords
- Broadest access to sensitive assets and areas out of all personnel in the security department

Security Manager

- Reports directly to the Director of Security
- Responsible for overall supervision and management of security operations in the absence of the Director of Security
- Assists the Director of Security in the hiring, scheduling, evaluations, suspensions, and terminations of security personnel
- Will initiate and review security incident reports in the absence of the Director of Security
- Monitors the operation of the security department during assigned shift ensuring all applicable personnel adhere to the Illinois Riverboat Gambling Act, the Illinois Gaming Board Adopted Rules, and the Illinois Gaming Board – Minimum Internal Control Standards
- Responsible for coordinating security efforts to properly monitor and safeguard the assets of the company
- Perform duties and responsibilities associated with the IGB Statewide Voluntary Self-Exclusion Program
- In the absence of, or when directed by the Director of Security, perform System Administration to the Electronic Key Control System by assigning rights and privileges to each authorized user via access codes and passwords
- Similar access to sensitive assets and areas as Director of Security

Security Shift Supervisor

- Reports directly to the Security Manager
- Responsible for overall supervision and management of the Security operations in the absence of the Director of Security and Security Manager
- Assists the Director of Security and Security Manager in training, scheduling, evaluations and suspensions of security personnel
- Will initiate the review of security incident reports
- Performs duties and responsibilities associated with the IGB Statewide Voluntary Self-Exclusion Program
- Slightly more limited access than the Security Manager

Security Lead Officer

- Reports directly to the Security Shift Supervisor
- Will perform the duties of the Security Shift Supervisor when assigned
- Monitors the operation of the security department ensuring all applicable personnel adhere to the Illinois Riverboat Gambling Act, the Illinois Gaming Board Adopted Rules, and the Illinois Gaming Board – Minimum Internal Control Standards
- Responsible for coordinating security efforts to properly monitor and safeguard the assets of the company

- Assists in training, scheduling, evaluations and suspensions of security personnel
- Supervises security department personnel in accordance with the organizational chart
- Performs duties and responsibilities associated with the IGB Statewide Voluntary Self-Exclusion Program
- Comparable access to Security Shift Supervisor

Security Officer

- Reports directly to the Security Lead Officer
- Responsible for maintaining security throughout the property, ensuring the safety of both patrons and employees
- Responsible for monitoring and safeguarding the assets of the company
- Responsible for the enforcement of rules and procedures in accordance with Illinois Riverboat Gambling Act, the Illinois Gaming Board Adopted Rules, and the Illinois Gaming Board – Minimum Internal Control Standards
- Will initiate and prepare security incident reports
- Escort chips and cash in accordance with procedures
- Collect and transport table game drop boxes to storage area
- Report any irregularities of unusual/suspicious activities to the Security Lead Officer, Security Shift Supervisor during an assigned shift
- Interact with patrons to promote good public relations and ensure continued business
- Ensure accuracy of admissions reporting
- Perform duties and responsibilities associated with the IGB Statewide Voluntary Self-Exclusion Program
- Work in the Control Room when assigned
    - Is the primary communication link between security personnel assigned to the Casino, hotel facility and the grounds (parking lot)
    - Responsible for documentation of transmissions as prescribed
- Comparable access to Security Lead Officer

CONTROL ROOM / CASINO SUPERVISOR

The control room will be located in the back-of-the-house with a Security Officer on duty 24-hours a day. The control room will contain a manual duplicate sensitive key box (which has all the duplicate keys in it), a phone, surveillance cameras, computer, radio system to contact other Casino personnel, surveillance, and a fire alarm announcer panel.

The Illinois Gaming Board Casino Supervisor will immediately be notified of all suspected or confirmed criminal activity and emergencies. The Illinois Gaming Board Casino Supervisor will also be promptly notified of all communication with law enforcement officials and all inquiries made concerning the conduct of a licensee.

FUND TRANSFER CONTROL

During the course of a normal shift, it may be necessary for a Security Officer to escort funds / money transfers from one location to another. It is the Security Officer's main responsibility to protect and provide a safe route of travel for these funds. At a minimum, a Security Officer will be involved in the following internal fund transfers:

- Table fills & credits
- Issuance of table game marker
- Collection, transportation, and count of tips
- Hand pays
- Table game drop box removal and transportation
- Slot bill validator drop box removal & transportation
- Issuance of slot markers
- Redemption kiosk drop or fill

PROCEDURE FOR A POWER FAILURE / SURVEILLANCE CAMERA OUTAGE

Power Failure

In the event the Casino experiences a power loss to the lighting system, the auxiliary power system will automatically be triggered. A security incident report will be completed, and a copy will be forwarded to the Illinois Gaming Board Casino Supervisor/ Agent. The Illinois Gaming Board Casino Supervisor/Agent and surveillance will be immediately notified of power failure, and all gaming activities will cease unless otherwise authorized by IGB Casino Supervisor/Agent. If authorized by IGB Casino Supervisor/Agent and if the auxiliary power system provides sufficient light (e.g. surveillance is able to properly view gaming areas and operations are not interrupted), gaming activities will continue as normal and no additional action as described below is necessary.

If the auxiliary power system does not provide sufficient light to properly view gaming areas, the following procedures will be performed:

- At least one (1) Security Officer will be positioned at the cashier cage on the Casino floor to ensure that all transactions have ceased until power and lighting are resumed;
- At least one (1) Security Officer will be positioned in the pit area and at least (1) Security Officer will be positioned in the poker room area to assist table games and poker room personnel watch their table games and poker tables;
- If the power failure occurs during the (soft) count process, all monies inside the count room will be secured, and the entire count team will be required to exit the count room with security escort; and
- The Security Shift Supervisor and/or Security Lead Officer on duty will assign the remaining Security Officers as needed. Security personnel will provide crowd control,

helping to ensure patrons and employees remain calm and do not panic during the power outage.

Dealers will take immediate action to protect the chip trays on the gaming table by placing the table tray lids on open chip trays. A table games supervisor will then lock the table tray lids. In the event of an extended power failure at the discretion of the IGB Casino Supervisor/Agent all incomplete table game bets will be returned to the bettors.

Surveillance Camera Outage

Surveillance personnel will immediately notify the Illinois Gaming Board Casino Supervisor/Agent of a camera outage. A surveillance incident report will be completed, a copy of which will be forwarded to the Illinois Gaming Board Casino Supervisor/Agent.

Upon notification from surveillance that a camera outage has occurred, a Security Officer will respond to the affected area. The responding Security Officer will ensure that all transactions will be stopped until camera coverage is restored or until approval from the Illinois Gaming Board Casino Supervisor/Agent has been given that transactions can continue under Security Officer observation. Should a camera outage affect coverage of the (soft) count room, the count team will secure all monies. When all monies are secure, a Security Officer will escort the count team from the count room and secure the count room.

Enforcement of Gambling Restrictions

It is the primary responsibility of the Security Department to properly enforce the Illinois Gaming Board's policy regarding minors. In accordance with Illinois law, any patron entering the Casino must be at least 21-years-of-age. A patron under the age of 21 must not make a wager and must not be allowed in Bally's Chicago where gambling is being conducted.

A Security Officer stationed at the admission turnstile area will be responsible for obtaining and verifying the photo identification of each patron who appears to be 35 years of age or under attempting to enter the Casino. Specifically, a Security Officer must approach each patron who appears to be 35-years-of-age or under and request the patron provide a valid government issued photo identification card prior to the patron passing through the admission turnstiles.

The forms of identification accepted by Bally's Chicago will include:

- Driver's License or State Photo Identification Card issued in the United States
- Passport
- U.S. Government issued Military I.D.
- Photo identification cards issued by government entities located within the United States or U.S. territories and possession
- U.S. Government issued Alien Identification Card

If a minor inadvertently gains access to the Casino and is later found in the gaming area, he/she will be escorted by a Security Officer to the security office. The Illinois Gaming Board Casino Supervisor/Agent will be notified of the suspected underage patron by security personnel and a security incident report will be completed. A surveillance photograph will be taken of the underage person and attached to the security incident report. A copy will be forwarded to the Illinois Gaming Board Casino Supervisor/Agent.

If an underage person is observed gaming, or if an underage person is attempting to enter the Casino area unlawfully, local law enforcement authorities must be notified by Security personnel and the underage person will be escorted off the premises. Additionally, the underage person may be charged by local police for criminal trespass or underage gambling.

Security Officers will confiscate an identification card found to be unlawfully altered, fictitious or fraudulent. The confiscated identification card will be given to the Illinois Gaming Board Casino Supervisor/Agent, and a security incident report will be completed. Security will notify the Illinois Gaming Board Casino Supervisor/Agent at the time of the incident.

Firearms Prohibition

The only individuals allowed to carry a weapon on property are as follows:

- Agents of the Illinois Gaming Board
- Illinois State Police
- Peace Officers on duty within their jurisdiction
- Security personnel licensed by the Illinois Gaming Board
- Armored service officers while engaging in daily deposit pick-ups or ATM replenishment
- FBI Agents regardless of duty status

Security Officers assigned to the entrance and exit (admission turnstile area) and the Security Officer assigned to the employee entrance and exit will inspect all packages or suspicious carry bags or any device which might jeopardize the safety of patrons or employees.

Alcohol Beverages and Intoxicated Patrons

Any patron who is suspected of being intoxicated will be prohibited from gambling and will not be served alcohol. The law governing the drinking age is consistent with the gambling age. Bally's Chicago policy regarding the consumption of alcoholic beverage is mandated by the Illinois Liquor Control Laws. Therefore, an employee of Bally's Chicago will not:

- Sell, serve, deliver, allow, or offer for sale, service or delivery of any alcoholic beverage, directly or indirectly, to any person under the age at which a person is authorized to purchase or consume alcoholic beverages in Illinois, or to any person actually or apparently intoxicated; or
- Permit the consumption of any alcoholic beverage by such a person on licensed premises.

A person must be 21-years-of-age or older to legally receive and/or consume alcoholic beverages in the State of Illinois. Enforcement of alcoholic beverage control is primarily the responsibility of the food and beverage department. The security department will assist, however, in the verification of a patron's legal drinking age when requested and will conduct the verification process by requesting a suspected individual present valid identification. Security Officers stationed at the admission turnstile area will be responsible for checking any persons who appear to be showing signs of intoxication. Such individuals may be prevented from entering the gaming area. In each such instance noted above (with the exception of the last), the Illinois Gaming Board Casino Supervisor/Agent on duty will be notified and a security incident report will be initiated by a Security Officer.

Disorderly / Disruptive Patrons

At a minimum, one Security Officer will be present while an individual is being detained or evicted. A female Security Officer or female employee will remain with a female individual in custody until the individual has left the property. A Security Shift Supervisor will be notified prior to any actions taken by a Security Officer to detain a patron. The Security Officer will inform the Security Shift Supervisor of the reasons for detention. Security will notify the Illinois Gaming Board Casino Supervisor/Agent on duty of any person being detained or evicted and the reason for detention or eviction.

A patron may be detained / evicted for the following reasons:

- At the request of an Illinois Gaming Board Casino Supervisor/Agent
- At the request of Casino management (i.e. Manager, Director, or above)
- The individual has disrupted normal business activity
- The individual has acted in a disorderly manner
- A Security Officer has personally witnessed a criminal act by the individual
- The individual committed a criminal act that was witnessed by a patron who is willing to furnish a written statement and testify in court
- The individual accurately and specifically meets the description given by the police or Illinois Gaming Board Agent and has committed a crime
- The individual is in possession of evidence to a crime that has been committed (i.e. stolen property), such as video recording by surveillance
- A suspect attempts to flee upon the Security Officer's approach

A Security Officer may take immediate action in detaining an individual when there is:

- Physical harm to any person(s)
- The obvious theft of personal and/or company property

In a non-accusatory manner, the individual being detained will be advised why they are being detained. A pat down search of detained individuals may be conducted for the protection and safety of the Security Officer. A Security Officer will not perform a pat down search of an individual of

the opposite sex. Security Officers will render assistance to any individual in custody, who while in custody, experiences medical problems. A security incident report will be written concerning the incident. Security will notify the following via a security incident report or verbally:

- Illinois Gaming Board Casino Supervisor/Agent on duty
- Key executive management

Trespass Policy

This policy is established to reserve the right to refuse any service to patrons who may have violated any of the following:

- The patron has disrupted normal business activity
- The patron has made threats toward employees or patrons
- A person who has been arrested for a crime against the property
- For procedures for Illinois Gaming Board Statewide Voluntary Self-Exclusion Program refer to Section A under IGB Statewide Voluntary Self-Exclusion Program

In the event a patron has been trespassed, Security will notify the following via a security incident report or verbally:

- IGB Casino Supervisor/Agent on duty
- Key executive management

Emergencies

In the event of an emergency at Bally's Chicago, at a minimum the following procedures must be observed by property personnel. Individuals from Casino management, security, surveillance, IGB Casino Supervisor/Agent, the Chicago Police Department, the Chicago Fire Department and/or other persons as the emergency dictates, must be notified of the event or incident. The situation must be assessed, and personnel must be instructed to act in a reasonable, prudent manner. Assistance must be provided to law enforcement officials as directed. At the scene of an emergency, employees must conduct crowd control, secure the area and/or assist in the evacuation of patrons and other employees. The emergency must be documented on a security incident report. All procedures for specific emergency situations are outlined in the Bally's Chicago security manual prior to opening.

Eviction Procedures

Bally's Chicago reserves the right to evict any patron deemed to be detrimental to the Casino and, in connection with any such eviction, Bally's Chicago will work with the Chicago Police Department as appropriate or necessary to ensure an orderly eviction from the Casino and surrounding area. If an eviction is determined to be necessary, the following will apply:

- Surveillance is notified
- The individual is escorted from the gaming area and, if necessary or appropriate, the surrounding area.

If an arrest occurs after initiating the eviction process, the procedures are:

- Surveillance will be notified
- The individual will be detained until the appropriate law enforcement agency arrives (and may be escorted to the security interview room)
- The security interview room will be in the back-of-the-house and will be equipped with surveillance coverage
- A pat down search may be conducted by a same sex Security Officer
- The arrestee will be detained in an area that allows video recording by surveillance
- A security incident report will be completed, and a copy will be forwarded to the Illinois Gaming Board Casino Supervisor/Agent

4. Attracting New Businesses, Tourists and Visitors to the Area around the Project Site

Bally's does not take a one-size-fits-all approach to marketing properties. Bally's programs and investments are tailored for each market in which we operate, the casino customers and guests we will attract, and our ability to execute on our plans in a manner that is seamless, disciplined, and outcome driven. For our partnership with the City of Chicago, we bring a unique expertise to the project. Along with our history of success in markets across the country, members of our team have had proven results right here in Chicagoland. Our Executive Vice President of Casino Operations & Chief Marketing Officer, as well as the marketing agency we anticipate working with, previously collaborated in building market leadership for the Horseshoe Hammond in Indiana. We will leverage that insight, combined with the best practices of our other properties, to create an efficient and successful marketing plan for Bally's Chicago. We envision the end result will enhance Chicago's position as a world-class destination and further elevate the city on the international stage.

The Bally's Chicago marketing and operational plan is designed to address three areas critical to success:

- 3-Dimensional Customer Acquisition (Marketing and Operations Plan)
  - Optimize marketing channels, player segmentation and geography to drive long-term acquisition and retention.
- Execution Excellence
  - Leverage deep expertise and proven experience to operate a world-class entertainment destination that is woven into the fabric of Chicago.
- Community Engagement and Assimilation
  - Create employment and career opportunities for Chicago residents, support, and visibility for local businesses, and promote Chicago as a world-class entertainment destination.

Advertising

The local/regional advertising campaign utilizing all media forms, including transit, print, broadcast and social, will create an outstanding level of brand awareness in the Chicago market. Bally's Chicago investment in advertising will reap direct benefits to Chicago businesses and drive City of Chicago tax revenue. In the Chicago market, Bally's advertising agency will "buy local" rather than looking to a national representative firm based elsewhere. Bally's will purchase media through local station representatives, partners, and publications to keep those dollars directly in Chicago. Our media channels will reflect the diverse population of the city and infuse media dollars into MBE/WBE-owned groups, LGBTQ-focused media such as The Windy City Times, and other underrepresented stakeholders.

Promotions and Special Events

Bally's builds exciting and rewarding promotions and events at all of its casinos throughout the nation. To drive repeat visitation, Bally's will draw on its operational expertise to successfully program the promotions calendar. With something for everyone, to maximize both our reach and appeal, promotions will range from largescale giveaways to personalized incentives on a frequent basis. In addition to the guidance from our Chicago-based advertising and marketing firm, and our years of experience, we believe that we excel in executing effective promotions and special events by utilizing Chicago's natural appeal. As a result of our omni-channel experience we will be able to design promotions and special events that will attract more than our land-based customers. We have the ability to reach out to the expanded customer base in the interactive space, including the online mobile sports bettors, play-for-free gamers, and in the future, online casino bettors. Therefore, our promotions and events will be marketed across all channels, greatly expanding their effectiveness.

Community Rewards Programs

Bally Rewards is a four-tier loyalty card program that offers the most lucrative rewards in the business. Bally's Chicago loyalty card members will experience the value in their rewards locally, regionally, and nationally. A significant point of differentiation is that Bally's will create a community rewards program where members can redeem their points at local small businesses, as opposed to solely within Bally's Chicago. Our localized rewards program will allow local businesses to participate in Bally Rewards. To stimulate the use of members' rewards at local businesses, a "virtual mall" will be attached to the gift shop where customers can view in real-time what is available at these businesses. This type of partnership will bring value to the customer and revenue to the local business partners.

This unique approach is a win-win for all involved. The casino offers a viable rewards program and local Chicago businesses win from patronage generated by the program. It should be noted that the reward redemption that occurs is not the only benefit. Additional advertising and

awareness will be generated and built around the customer basis. This is an expense that the small business could not spend on their own and now they are in front of thousands of Bally's customers.

5. Use of Customer Base to Support the Project

Bally's Chicago will develop a brand advertising and promotions campaign long before opening that is designed to build a strong database of entertainment-seekers and casino customers.

Tiered Card Match Program

This action will require direct participation and result in capturing vital database information before the new facility opens. In addition, Bally's Chicago will advertise a tiered card match program for every customer who plays in Chicagoland. This is a popular and successful initiative that invites players from other casinos to immediately receive a comparable players club card without having to earn status through their play.

Precision Marketing Program

Over time we have developed a proprietary, algorithmic approach to better understand customer behavior as it relates to visitation, and with this information we design offers to reclaim the customers' participation in real time. This is our Precision Marketing program, and it is the foundation of our success in every market in which we operate. Precision Marketing will be installed in Chicago to provide us with customer trip patterns, which will enable us to incentivize and target customers at the right time with the right offer. Bally's will capitalize on our Midwest properties by creating a rewards program to drive those customers to Chicago as an extraordinary reward. While Bally's Chicago casino is growing and moving to its permanent location, customers will be introduced to Bally's omni-channel experience offering mobile sports betting, daily fantasy sports, and free-to-play games. Additionally, all gaming customers within the omni-channel structure will be educated on the Bally's Chicago experience.

VIP Marketing / Player Development

VIP Marketing will be instrumental in promoting Bally's Chicago as a world-class gaming destination and establishing the property as a must-visit for guests seeking a world-class entertainment experience. A significant percentage of gaming revenue comes from only 20% of the customers. Hence, we will deploy a player development team that will build significant VIP relationships providing all of the services desired by high value customers. In addition to what the casino has to offer (restaurants, hotels, promotions, and entertainment), Bally's will leverage the many attractions of the City of Chicago (restaurants, sports, arts and culture and city-wide events) to satisfy the interest of these customers. With Precision Marketing, the

player development team will be able to immediately identify changes in customers' trip patterns and enable us to reach out in a very personal and effective manner. Player development representatives will provide 5-star service and a 1:1 approach to ensure the personal experience that our most valued customers expect. Using our proprietary sales tool our representatives will be efficiently reaching the right customers at the right time with the right incentives.

Marketing Point of Diminishing Returns

As a company, our marketing success has been linked to our ability to be agile and think differently than our competition. While many casino companies take a conservative approach to marketing reinvestment, we believe that the best results are achieved through an aggressive marketing strategy. Across our portfolio, we've been able to drive significantly more revenues through marketing to the point of diminishing returns. By adding additional events and targeted offers, we've produced incremental gaming trips from all segments. Bally's has shown a consistent track record of producing above industry results through its strategic marketing approach. Our comprehensive database marketing program builds relationships with our customers. We look to introduce, grow and maintain our guest lifecycle through delivering value with our marketing. We do this at our core through an aggressive promotional calendar that targets different segments, at different times, with unique marketing. We build our customer loyalty through additional offers, events and promotions. By focusing on delivering our customers value we believe this creates the best approach to long term sustainable growth.

6. Implementing the Theme and Targeting Market Segments for the Permanent Project

Theme for the Project is "The Best of Chicago" by highlighting Chicago's building design, arts and culture, sports and food.

- Building Design - Contemporary structure contemplating Chicago's landscape
- Arts & Culture - Approximately 23,000 SF exhibit museum used to showcase immersive rotating exhibits
- Sports - Feature Chicago sports and history exhibits
- Food - Working with Chicago-based chefs, collectives, and restaurateurs such as Erick Williams, Chef and Owner of Virtue Restaurant located in Hyde Park, One-Off Hospitality which is based in Chicago and operates many well-known food and beverage outlets throughout Chicago, and in discussions with Latino restaurant operators

The range of gaming and amenities Bally's Chicago will offer, will attract and excite target market segments ranging in age from 21 – 65+.

- **The Gaming Customer:** Situated in a modern casino atmosphere, gaming-centric customers will be able to find their favorite slot machine or table game or bet on their hometown team.
- **The Entertainer:** For the entertainment seeker, customers will be thrilled to learn that Bally's Chicago is more than another casino.
- **The Foodie:** For those who like to dine out, options will be plentiful including world-class Asian cuisine, a contemporary steakhouse, an immersive sports bar, local fare from James Beard award winning chefs and much more.
- **The Sports Enthusiast:** Visitors can cheer and place bets on their favorite home teams, explore Chicago's sports history through exhibits inspired by Chicago teams.
- **The Fine Arts Crowd:** The exhibition hall will feature a wide variety of rotating exhibitions and permanent installations, including immersive experiences. Visitors will enjoy the world-class architectural flair of Bally's Chicago design from our expansive views of Downtown Chicago and welcoming green space.

Our first approach to developing marketing plans is to garner qualitative research. We will assemble an array of focus groups in Chicagoland to gain insight into the Chicago gaming customer, as well as any existing perceptions of the Bally's brand. This qualitative research will allow us to build out the framework and survey questions for quantitative research. This approach will identify the influential attributes of the Chicagoland casino customer and entertainment-seeker.

Exhibit "A-6".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Plan For Relocating Or Compensating Existing Businesses.

Parent Company is a party to that certain Agreement of Purchase Option and Sale dated as of October 25, 2021, by and between Parent Company, as Purchaser, and IL-777 West Chicago Avenue, LLC ("**Seller**") as Seller (the "**Option Agreement**"). Pursuant to the Option Agreement, Parent Company has the option to purchase, *inter alia,* all of Seller's interest in that certain Lease dated as of July 1, 2013, by and between IL-Freedom Center, LLC, an affiliate of IL-777 West Chicago Avenue, LLC ("**Landlord**"), as landlord, and Chicago Tribune Company, LLC (the "**Tenant**"), as tenant, as amended by that Second Amendment to Lease dated as of August 1, 2014, by and between IL-Freedom Center, LLC, and Chicago Tribune Company, LLC (collectively, and as amended, the "**Lease**").

Pursuant to Article 41 of the Lease (the "**Relocation Provision**"), Parent Company, upon exercising its option under the Option Agreement, has the right, at any time during the term of the Lease, to cause Tenant to relocate to new premises, subject to the terms and conditions of the Lease, including the Relocation Provision.

Parent Company and Developer shall relocate Tenant pursuant to the terms of the Relocation Provision or as otherwise agreed upon by Developer and Tenant.

Exhibit "A-7".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Plans For Transportation Demand And Supply Management, Traffic Control Measures, Pedestrian Ingress And Egress, Use Of City Infrastructure, Event Traffic And Parking, Emergency Access, Addressing Any Additional Burdens On City Infrastructure, And Multi-Modal Traffic Infrastructure.

The policies set out below will be formally defined and agreed between the Developer and City through an amended Planned Development (PD) agreement for Project site. From time to time, in cooperation with the City of Chicago Planning Department and Department of Transportation, Developer may amend, modify and revise the policies and procedures provided in this Exhibit A-7 in accordance with good practices in the gaming industry based on operational needs of the business, regulatory requirements, and other commercially reasonable factors. Upon the City's request, Developer will promptly provide the City with copies of Developer's policies and procedures.

1. Definitions.

For purposes of Exhibit A-7, the terms defined herein below shall have the following meanings:

"**City**" means the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois.

"**CDOT**" means the City of Chicago Department of Transportation.

"**Developer**" means Bally's Corporation, its successors or assigns as permitted hereunder.

"**Project**" means, as the case may be, each of, or collectively, the Permanent Project or the Temporary Project.

2. Transportation Infrastructure Improvements. Developer has completed a Traffic Study, which recommends several transportation infrastructure investments . All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. All new local streets must be designed in accordance with the Department of Transportation Street and Site Plan Design Standards. Dedication of public way for these streets is conditional upon legal recordation after being vetted and approved by the Department of Transportation. Developer, in consultation with CDOT, shall take reasonable efforts to provide necessary infrastructure increased transportation demand related to the Project, including but not limited to the following:
    a. Extension of local streets to be designed and included in the Planned Development:
        i. Extension of Jefferson Street through the Permanent Project site from Grand Avenue to Chicago Avenue.
        ii. Construction of connections between Halsted Street and Jefferson Street at Superior Street, Ancona Street, and Erie Street.
    b. Installation of new or modernized traffic signal equipment.
        i. Installation of new traffic signals at the intersections formed by the new street extensions as warranted and included in the Planned Development.
        ii. Improvements to existing traffic signal equipment as warranted and included in the Planned Development.
    c. Preservation of the horizontal and vertical space necessary to convert the existing Union Pacific railroad corridor to a transitway and trail as proposed in the North Branch Framework Plan.

3. Transportation demand management and traffic control . The Developer, in consultation with CDOT, shall take reasonable efforts to mitigate increased transportation demand to ensure safe multi-modal access to the site. Developer will continue to work with the City to implement a comprehensive traffic management plan, before, during and after construction of the Project, and will regularly review that plan and its effectiveness to ensure continuous improvement of any traffic issues. If requested by the City, Developer shall fund the provision of traffic control officers at intersections surrounding the Project, as well as other key points of entry to the Project site, during peak casino hours on peak days of operations and during special events or as needed.

4. Pedestrian and bicycle ingress/egress within and surrounding the Project.

    a. The Permanent Project site will be fully accessible for pedestrians via an expansive sidewalk network, inviting streetscape, new parks, and an improved Riverwalk.
    b. Developer will provide new on and off-street bicycle infrastructure as directed by CDOT and described in the amended Planned Development.
    c. Bicycle storage facilities will be provided as required in Chapter 17 of the Chicago Municipal Code.
    d. Developer shall install signage to improve pedestrian safety where appropriate, and will incorporate a pedestrian safety plan into the approved site plan for the Permanent Project.

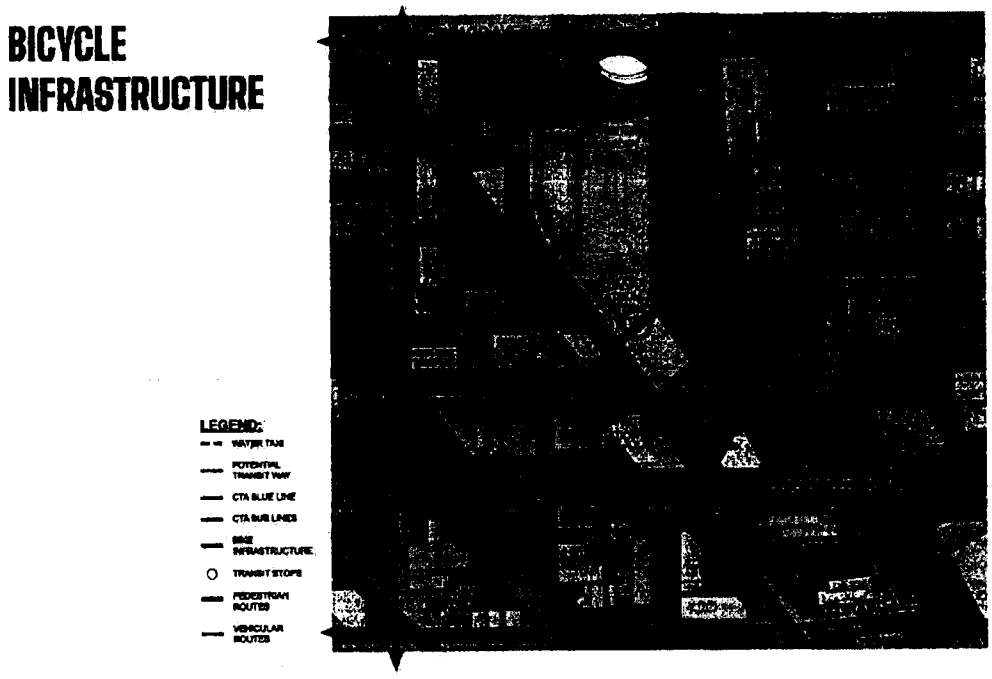
5. Upgrades to existing City infrastructure to serve and harmonize with the Project.
    a. Developer anticipates that existing City water, sewer and electric street lighting facilities in place at the Project will have the capacity necessary meet the demand of the Project.
    b. Developer will comply with the City Stormwater Ordinance and, if required by the City, shall provide enhanced stormwater detention for the Project improvements within an approved underground detention facility.
    c. Developer acknowledges and agrees that development of the Project requires coordination with and a commitment to working with City agencies, neighborhood businesses, and residents to mitigate impacts associated with the Project.
    d. The Project includes the design and construction of the public pedestrian Riverwalk along the North Branch of the Chicago River. The Riverwalk will meet the Chicago River Design Guidelines, and other applicable regulations.
    e. Developer will construct a public park south of the proposed casino buildings and will integrate the park into the Riverwalk.

6. Accommodating special events and grand opening traffic and parking for the Project. The Developer has expertise in managing large-scale events. The Developer's responsibility is to notify, plan, coordinate, and support City services to ensure the grand opening and any special events do not create a burden for the City or the community and is executed in a manner in which traffic flows safely and creates the best experience for visitors to the Project and the City at large. This will be achieved through detailed planning, a commitment of appropriate resources, and close collaboration with the CPD and other City services.

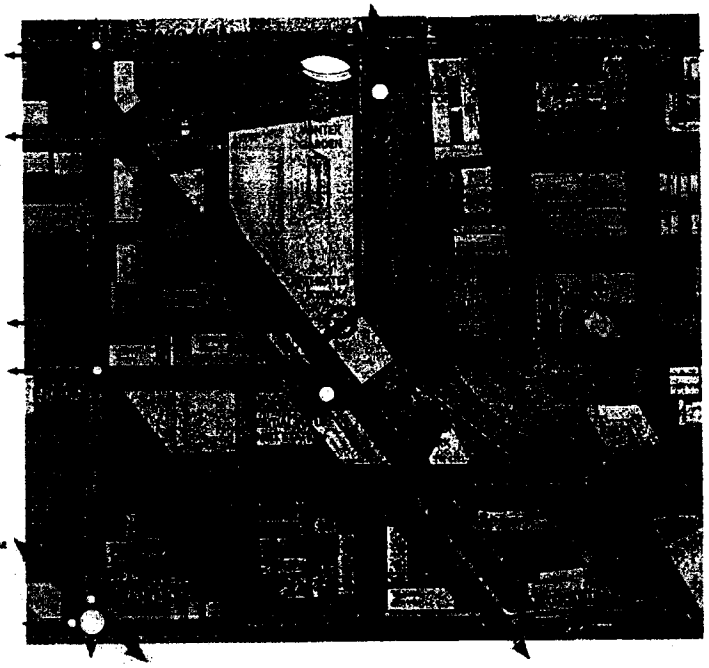
7. Emergency access for police, fire and ambulatory ingress and egress and its emergency operations plan for the Project. The Developer commits to working with all City agencies to ensure efficient and effective emergency access to the Project for all phases of

construction and as part of the security operations plan upon opening. Emergency Services access is critical to the health and safety to the patrons and employees and will always be a high priority. Additionally, emergency responder access will be addressed in every special event plan. As a part of the entitlement process, the Developer commits to working with the Chicago Fire Department to obtain an approved site plan which would ensure safe and efficient access of fire and emergency vehicles to and from the Project.

8. Addressing any additional burdens placed on existing City infrastructure. As noted elsewhere in this Exhibit A-7. Developer will address certain existing burdens on City infrastructure to the extent that the same will be mitigated by improvements planned for the Project.

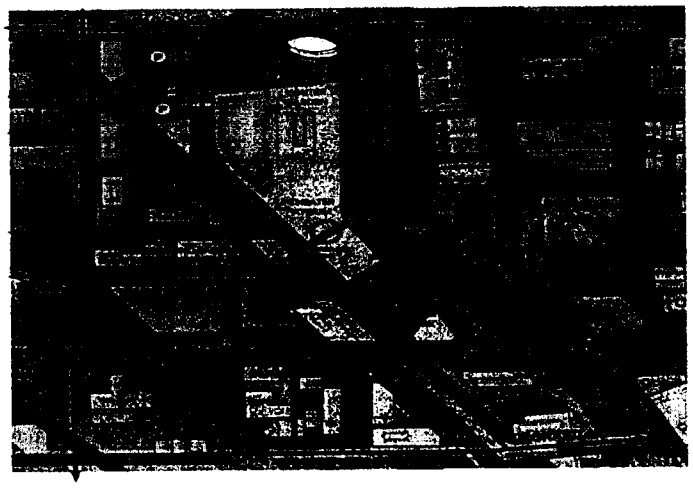


PEDESTRIAN, BUS & WATER TAXI INFRASTRUCTURE



LEGEND:
- WATER TAXI
- POTENTIAL TRANSIT R/W
- CTA BUS LINE
- CTA BUS LINES
- BRT INFRASTRUCTURE
- TRANSIT STOPS
- PEDESTRIAN ROUTES
- VEHICULAR ROUTES

VEHICULAR & PARKING ACCESS



LEGEND:
- WATER TAXI
- POTENTIAL TRANSIT R/W
- CTA BUS LINE
- CTA BUS LINES
- BRT INFRASTRUCTURE
- TRANSIT STOPS
- PEDESTRIAN ROUTES
- VEHICULAR ROUTES

Exhibit "A-8".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Other Agreements.

Section 1. Definitions

For purposes of Exhibit A-8, the terms defined herein below shall have the following meanings:

"**Activities**" means all of the obligations undertaken by the Contractor under this Agreement, including designing, building, and operating the Project.

"**Subcontractor**" includes all contractors, suppliers and materialmen of any tier, whether in direct privity or not with the Developer (including without limitation design firms, construction contractors, and the Casino Manager), and which Developer uses to perform the Activities under the Agreement.

"**Subcontracts**" means all oral or written agreements with Subcontractors.

Section 2. Agreements with Subcontractors

(A) Developer shall comply and shall include in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement a requirement that its Subcontractors comply, with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders.

(B) Developer agrees that all of the applicable provisions set forth in this Exhibit will be incorporated in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement.

(C) Further, Developer shall execute, and shall include in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement a requirement that its Subcontractors execute, such affidavits and certifications as shall be required by the City setting forth Developer's and its Subcontractor's, as applicable, agreement to comply with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders. Such certifications shall be attached and incorporated by reference in the applicable agreements.

(D) In the event that any Subcontractor is a partnership or joint venture, Developer shall also include provisions in its agreement with the Subcontractor ensuring that the entities comprising such partnership or joint venture shall be jointly and severally liable for its obligations thereunder.

(E) Developer has not and will not use the services of any person or entity for any purpose in its performance of Activities under this Agreement, when Developer has actual knowledge (or would have had such knowledge after due inquiry) that such person or entity isineligible to perform services under this Agreement or in connection with it, as a result of any local, state or federal law, rule or regulation.

Section 3. Disclosures and Licenses

(A) Developer has provided the City with an Economic Disclosure Statement and Affidavit ("**EDS**") for itself and EDSs for all entities with an ownership interest of 7.5 percent or more in Developer, which is attached hereto copies of which have been scanned for viewing on the City's website. Upon request by the City, Developer must further cause its Subcontractors, and proposed transferees (and their respective 7.5 percent owners) to submit an EDS to the City. Developer must provide the City, upon request, a "no change" affidavit if the information in the EDS(s) previously supplied remains accurate, or revised and accurate EDS(s) if the information contained in the EDS(s) has changed. In addition, Developer must provide the City revised and accurate EDS(s) within 30 days of any event or change in circumstance that renders the EDS(s) inaccurate. Failure to maintain accurate EDS(s) on file with the City is an Event of Default.

(B) Developer warrants and covenants that the disclosures made in in its EDS are true and agrees to update its EDS promptly from time to time if they are no longer true.

(C) Developer's EDS contains a certification as required under the Illinois Criminal Code, 720 ILCS 5/33E, and under the Illinois Municipal Code, 65 ILCS 5/8 10 1 et seq. Ineligibility under Section 2-92-320 of the Municipal Code continues for 3 years following any conviction or admission of a violation of Section 2-92-320. For purposes of Section 2-92-320, when an official, agent or employee of a business entity has committed any offense under the section on behalf of such an entity and under the direction or authorization of a responsible official of the entity, the business entity is chargeable with the conduct. If, after Developer enters into a contractual relationship with a Subcontractor, it is determined that Subcontractor is in violation of Section 2-92-320, Developer must immediately cease to use the Subcontractor. All Subcontracts must provide that Developer is entitled to recover all payments made by it to the Subcontractor if, before or subsequent to the beginning of the contractual relationship, the use of the Subcontractor would be violative of this subsection.

(D) Developer must in a timely manner consistent with its obligations under this Agreement, secure and maintain, or cause to be secured and maintained at its expense, the permits,

licenses, authorizations and approvals as are necessary under federal, state or local law for Developer and Subcontractors: to construct, operate, use and maintain the Casino; and otherwise to comply with the terms of this Agreement and the privileges granted under this Agreement. Developer must promptly provide copies of any required licenses and permits to the City.

Section 4. Compliance with Laws

(A) Developer must at all times observe and comply with all applicable laws, statutes, ordinances, rules, regulations, court orders and executive or administrative orders and directives of the federal, state and local government, now existing or later in effect (whether or not the law also requires compliance by other parties), including the Americans with Disabilities Act and Environmental Laws, that may in any manner affect the performance of this Agreement(collectively, "**Laws**"), and must not use the Casino in violation of any Laws or in any manner that would impose liability on the City or Developer under any Laws. Developer must notify the City within ten business days of receiving notice from a competent governmental authority that Developer or any of its Subcontractors may have violated any Laws. Provisions required by any Law to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement. Without limiting the foregoing, Developer covenants that it will comply with all Laws, including but not limited to the following:

(B) 2014 Hiring Plan Prohibitions

(i) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "**2014 City Hiring Plan**") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with Developer, either as an employee or as a subcontractor, and from directing Developer to hire an individual as an employee or as a subcontractor. Accordingly, Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Developer under this Agreement are employees or subcontractors of Developer, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Developer.

(iii) Developer will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Developer by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General. Developer will also cooperate with any inquiries by OIG Hiring Oversight.

Section 5. Non Discrimination

(A) Developer for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, covenants that: (i) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the Casino; (ii) in the construction of any improvements within the Casino and the furnishing of services in them, no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; (iii) Developer will use the Casino in compliance with all other requirements imposed by or under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as those regulations may be amended; and (iv) Developer shall operate the Casino on a fair, equal, and not illegally discriminatory basis to all users of it, and shall charge fair, reasonable, and nondiscriminatory prices for products (but Developer is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers or as otherwise commercially reasonable.) In addition, Developer assures that it will comply with all other pertinent statutes, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance.

(B) It is an unlawful practice for Developer to, and Developer must at no time: (i) fail or refuse to hire, or discharge, any individual or discriminate against the individual with respect to his or her compensation, or the terms, conditions, or privileges of his or her employment, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (ii) limit, segregate, or classify its employees or applicants for employment in any way that would deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (iii) in the exercise of the privileges granted in this Agreement, discriminate or permit discrimination in any manner, including the use of the Casino, against any person or group of persons because of race, creed, color, religion, national origin, age, handicap, sex or ancestry. Developer must post in conspicuous places to which its employees or applicants for employment have access, notices setting forth the provisions of this non-discrimination clause.

(C) Developer must comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended, and to the extent required by the law, must undertake, implement and operate an affirmative action program in compliance with the rules and regulations of the Federal Equal Employment Opportunity Commission and the Office of Federal Contract Compliance, including 14 CFR Part 152, Subpart E. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101 06 (1981); Rehabilitation Act of 1973, 29 U.S.C. §§ 793 94 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 and 41 CFR Part 60 et seq. (1990)and 49 CFR Part 21, as amended (the "**ADA**"); and all other applicable federal statutes, regulations and other laws.

(D) Developer must comply with the Illinois Human Rights Act, 775 ILCS 5/1 101 et seq. as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, Developer must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all other applicable state statutes, regulations and other laws..

(i) State of Illinois Equal Employment Opportunity Clause.

In the event of the Developer's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Developer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Developer agrees as follows:

a. That Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service (to the extent that such unfavorable discharge is not the result of conduct that would otherwise constitute grounds for refusal of employment under this Agreement); and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

b. That, if Developer hires additional employees in order to perform this Agreement or any portion of this Agreement, Developer will determine the availability (in accordance with 44 III. Admin. Code Part 750) of minorities and women in the areas from which Developer may reasonably recruit and Developer will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

c. That, in all solicitations or advertisements for employees placed by Developer or on Developer's behalf, Developer will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

d. That Developer will send to each labor organization or representative of workers with which Developer has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Developer's obligations under the Illinois Human Rights Act and 44 III. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Developer in Developer's efforts to comply with the Act and this Part, the Developer will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

e. That Developer will submit reports as required by 44 III. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 III. Admin. Code Part 750.

f. That Developer will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations.

g. That Developer will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. The Developer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(E) Developer must comply with the Chicago Human Rights Ordinance, sec. 2-160010 et seq. of the Municipal Code, as amended, and all other applicable City ordinances and rules. Further, Developer must furnish or must cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

(F) Developer must insert these non-discrimination provisions in any agreement by which Developer grants a right to any person, firm, or corporation to render accommodations and/or services to the public in the Casino. To the extent required by applicable law, Developer must incorporate all of the above provisions in all agreements entered into with any sublicensees, suppliers of materials, furnishers of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement, and Developer must require them to comply with the law and enforce the requirements. In all solicitations either by competitive bidding or negotiations by Developer for work to be performed under a Subcontract, including procurements of materials or Licenses of equipment, each potential Subcontractor or supplier must be notified by Developer of the Developer's obligations under this Agreement relative to nondiscrimination.

(G) Developer must permit reasonable access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal government to be pertinent to ascertain compliance with the terms of this Section. Developer must furnish to any agency of the Federal or state government or the City, as required, any and all documents, reports and records required by Title 14, Code of Federal Regulations, Part 152, Subpart E, including an affirmative action plan and Form EEO-1.

Section 6. Conflicts of Interest

(A) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Activities to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(B) Developer represents that it, and to the best of its knowledge, its Subcontractors, if any (Developer and its Subcontractors being collectively referred to in this Section as "**Contracting Parties**"), presently have no direct or indirect interest that would conflict in any manner or degree with the performance of its Activities under this Agreement.

(C) Further, Contracting Parties must not assign any person having any conflicting interest to perform any Activities under this Agreement or have access to any confidential information.

OTHER PROVISIONS

For purposes of this section, the following definitions shall apply:

"**Contract**" means any agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

"**Contractor**" means the person to whom a contract is awarded.

As a condition of contract award, Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a policy that conforms to the following requirements:

(1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant's prior wages, including benefits or other

compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed, (ii) as a condition of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment; and

(2) Contractor shall not seek an applicant's wage or salary history, including benefits or other compensation, from any current or former employer.

If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action's impact on the Contractor's MBE or WBE subcontractors.

(C) Prohibition on Certain Contributions.

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("**Owners**"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to her political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Licensee, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of these requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution to the Mayor or to her political fundraising committee.

Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

"**Other Contract**" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"**Contribution**" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"**Political fundraising committee**" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

Exhibit "A-9".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Minority And Women Ownership Provisions.

1. Definitions.

For purposes of Exhibit A-9, the terms defined herein below shall have the following meanings:

"**Minority**" means an individual considered to be a minority pursuant to MCC 2-92-670(n), "Definitions: Minority," as it may be amended from time to time, or a "woman" as defined in the Act. This includes, but is not limited to: African-Americans, Hispanics, Asian-Americans, and American Indians, as defined by that ordinance.

"**Minority-Owned and Controlled Business**" means a business that is at least 51 percent owned by one or more Minority persons, or in the case of a publicly-held business, at least 51 percent of all classes of the stock of which is owned by one or more Minority persons, and whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more Minority persons.

2. Ownership of Project.

Developer commits that 25% of the Project equity will be owned by Minority individuals and Minority-Owned and Controlled Businesses no later than twelve months following commencement of the Term or such later date as may be determined by the City, and will continue for no less than five years thereafter. Additionally, Developer shall provide commercially reasonable efforts to locate qualified Minority individuals or Minority-Owned and Controlled Businesses who wish to buy an interest in Developer in an effort to assist any Minority individuals or Minority-Owned and Controlled Businesses who may wish to sell their interest in Developer.

3. Corporate Governance.

40% of seats on the Board will be reserved for Minorities, no later than twelve months following commencement of the Term or such later date as may be determined by the City to allow for Illinois Gaming Board approval, which commitment will continue for the life of the agreement.

Exhibit "B-1".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Permanent Project And Permanent Project Description.

The Permanent Project will include the following Components:

Location: The location south of W. Chicago Ave. and north of W. Grand Ave, bound by N. Halsted to the West and the Chicago River to the East.

Casino Sq. Ft.: Approximately 168,000 sq. ft. 37,700 sq. ft. admin/support space = 205,700 sq. ft.)

Gaming Positions: 4,000 Gaming Positions will be reserved, such combination of positions will vary depending on player preferences. It is currently anticipated that there will be the following: approximately 3,400 slots, approximately 150 house-banked tables and approximately 20 poker tables.

Sports Wagering: In-person and mobile sports wagering will be available.

Hotel: 100 suites, 500 rooms total, it being understood that initially, Developer commits to building the entire hotel tower including a minimum of 100 guest suites, a rooftop bar, and all necessary infrastructure (hotel core and shell) construction necessary for the additional 400 rooms. Developer will commit to begin construction of the 400-room buildout and operationalization of the remaining floors of the tower or alternative development of the hotel tower space upon reaching an annual trailing 12 months $170 million of EBITDAM threshold but in any case, not later than five years after the opening of the Permanent Project. All hotel suites will be of five-star quality and the 400 remaining guest rooms will be comparable to other high-end luxury hotels.

Convention Space: Approximately 65,000 sq. ft. entertainment and event space.

Entertainment: Approximately 65,000 sq. ft. (approximately 3,000 seat) flexible theater; 2.4-acre greenspace may be used for outdoor events (operated in accordance with the provisions of the Municipal Code of Chicago).

Restaurants: 6 restaurants/cafes and a food hall including:

- Three-Meal Diner (approximately 150 seats)
- Bally Sports Bar (approximately 200 seats)
- Food Hall (approximately 175 seats)
- Asian Restaurant (approximately 50 seats)
- Steakhouse (approximately 150 seats)

- Italian Restaurant (approximately 200 seats)
- Grab-and-Go/Coffee Bar (approximately 20 seats)

Working with Chicago-based chefs, collectives, and restaurateurs such as (but not limited to) Erick Williams, Chef and Owner of Virtue Restaurant located in Hyde Park, One-Off Hospitality which is based in Chicago and operates many well-known food and beverage outlets throughout Chicago and in discussions with Latino restaurant operators.

Bars: 4 bars and lounges

- Casino Bar (TBD seats)
- Cocktail Lounge (approximately 50+ seats)
- VIP Lounge (approximately 60+ seats)
- Rooftop Bar (approximately 100 seats) (includes up to two hidden speakeasies)

Retail: 3,000 sq. ft. in ancillary retail (sundries, souvenirs)

Parking: Approx. 3,300 spaces

- Approx. 2,200 patron spaces
- Approx. 600 employee spaces
- Approx. 500 valet spaces

Other Amenities:

- Fitness center, spa, pool
- Chicago Visitor Center (visitor information center/concierge operated in coordination with Choose Chicago)
- Museum (23,000 sq. ft.) (Exhibits presenting Chicago sports and history may be centered on the Bally Sports Bar identified above, the exhibition space listed here will be dedicated to rotating exhibitions)
- Pool, hot tub, pool adjacent lounge
- A privately constructed and publicly accessible Riverwalk (constructed in accordance to the River Design Guidelines) that extends along the entire length of the planned development, said Riverwalk shall be open to the public at all times during the hours of 6:00 a.m. and 11:00 p.m.

Theme: "The Best of Chicago" and Developer intends to showcase and recognize all of the City's diverse attractions that make it one of the prime tourist destinations.

Sustainability: Developer shall comply with its sustainability goals including constructing the Permanent Project to meet at least LEED Gold standards and meeting at least 125 points within the metrics in the City's Sustainable Development Policy.

Exhibit "B-2".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Temporary Project And Temporary Project Description.

The Temporary Project will include the following Components:

Location: 600 N. Wabash Avenue located at the Medinah Temple.

Casino Sq. Ft.: To be determined, but to utilize Medinah Temple's approximately 28,645 square feet on the ground level, 30,675 square feet on the second level, 30,675 square feet on the third level and 37,817 square feet in the lower level. Allocation of spaces to be determined during design phases.

Gaming Positions: It is currently anticipated that the Temporary Project will include approximately 800 Gaming Positions, with the mix of slots and table games to be determined.

Sports Wagering: In-person and mobile sports wagering will be available.

Entertainment: Pop-up lounge experiences.

Restaurants: 2 restaurants/cafes and a food hall including:
- Restaurant
- Grab-and-Go/Coffee Bar

Bars: 1 bar
- Casino Main Bar (approximately 50 seats)

Retail: TBD sq. ft. in ancillary retail (e.g., sundries, Bally's branded merchandise)

Other Amenities:
- Chicago Visitor Center (visitor information center/concierge operated in coordination with Choose Chicago or a comparable offering)

Theme: "The Best of Chicago" and Developer intends to showcase and recognize all of the City's diverse attractions that make it one of the prime tourist destinations.

Exhibit "C-1".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Permanent Project Site.

The Project Site (Permanent) is located at 777 W. Chicago Avenue, Chicago, IL 60610 and is generally bound by the Chicago River to the East, Chicago Avenue to the North, Halsted Street to the West and Grand Avenue to the South.

The legal description of the project site (permanent) is attached.

Legal Description referred to in this Permanent Project Site reads as follows:

Legal Description.
(To Permanent Project Site)

PARCEL A:

THAT PART OF BLOCKS 63, 64, 65, 66, 67, 68, 78 AND 79 TOGETHER WITH THE VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, IN BLOCK 79 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO, AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 79, A DISTANCE OF 158.998 FEET; THENCE SOUTH 37 DEGREES 18 MINUTES 35 SECONDS EAST, 23.172 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING; THENCE CONTINUING SOUTH 37 DEGREES 18 MINUTES 35 SECONDS EAST, 1080.35 FEET TO A POINT ON THE NORTHWESTERLY LINE OF WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682 RECORDED JULY 9, 1962, SAID POINT BEING 173.565 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID BLOCK 68, AS MEASURED ALONG SAID NORTHWESTERLY LINE; THENCE NORTH 81 DEGREES 45 MINUTES 28 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE OF WEST ERIE STREET, 256.51 FEET TO THE WESTERLY DOCK LINE (AS NOW BUILT) OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE NORTH 28 DEGREES 30 MINUTES 22 SECONDS WEST, 171.94 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES 27 SECONDS WEST, 6.58 FEET; THENCE NORTH 0 DEGREES 24 MINUTES 48 SECONDS EAST, 521.34 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 43 SECONDS WEST, 288.92 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 65); THENCE SOUTH 89 DEGREES 55 MINUTES 16 SECONDS WEST, ALONG SAID SOUTH LINE A DISTANCE OF 558.04 FEET TO A POINT 278.41 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 84 DEGREES 06 MINUTES 38 SECONDS WEST, 115.17 FEET TO A POINT 11.66 FEET SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST CHICAGO AVENUE AND 163.83 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 89 DEGREES 49 MINUTES 11 SECONDS WEST, 107.48 FEET TO A POINT 11.85 FEET SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST CHICAGO AVENUE AND 56.35 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE

SOUTH LINE OF WEST CHICAGO AVENUE, THENCE SOUTH 50 DEGREES, 39 MINUTES 51 SECONDS WEST, 55.23 FEET TO A POINT 46.78 FEET SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST CHICAGO AVENUE AND 13.65 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 0 DEGREES 14 MINUTES 59 SECONDS EAST, 90.65 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF BLOCKS 61, 62 AND 69 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF LOTS 9 TO 15 BOTH INCLUSIVE, IN WABANSIA, A SUBDIVISION IN AFORESAID SECTION 9, TOGETHER WITH VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS AND LOTS, ALL TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF WEST ERIE STREET, AS RELOCATED PER DOCUMENT NUMBER 18526682, SAID POINT BEING 223.81 FEET NORTHEASTERLY OF THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY LINE WITH THE NORTH LINE OF BLOCK 69 AFORESAID (AS MEASURED ON SAID SOUTHEASTERLY LINE); THENCE NORTH 81 DEGREES 45 MINUTES 28 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE OF RELOCATED WEST ERIE STREET, 246.98 FEET TO THE WESTERLY DOCK LINE (AS NOW BUILT) OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 37 DEGREES 17 MINUTES 57 SECONDS EAST, ALONG SAID WESTERLY DOCK LINE, 48.245 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 01 SECONDS EAST, ALONG SAID WESTERLY DOCK LINE, 404.08 FEET; THENCE SOUTH 54 DEGREES 34 MINUTES 54 SECONDS EAST, ALONG SAID WESTERLY DOCK LINE, 38.41 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE PARCEL CONVEYED TO THE COUNTY OF COOK PER DOCUMENT NUMBER 16968152, SAID LINE ALSO BEING 74.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF VACATED WEST OHIO STREET EXTENDED EAST; THENCE NORTH 89 DEGREES 56 MINUTES 12 SECONDS WEST, ALONG SAID NORTH LINE OF THE PARCEL CONVEYED TO THE COOK OF COUNTY, 37.73 FEET TO A POINT, SAID POINT BEING 451 FEET EAST OF THE CENTER LINE OF VACATED NORTH DESPLAINES STREET (AS MEASURED ON SAID PARALLEL LINE); THENCE SOUTH 0 DEGREES 03 MINUTES 48 SECONDS WEST, 7 FEET TO A POINT ON A LINE 67.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST OHIO STREET EXTENDED EAST; THENCE NORTH 89 DEGREES 56 MINUTES 12 SECONDS WEST, ALONG SAID PARALLEL LINE, 39.03 FEET TO A POINT 411.96 FEET EAST OF THE CENTER LINE OF VACATED NORTH DESPLAINES STREET (AS MEASURED ON SAID PARALLEL LINE); THENCE SOUTH 37 DEGREES 40 MINUTES 27 SECONDS EAST, 155.53 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID PARCEL CONVEYED TO THE COUNTY OF COOK, SAID LINE ALSO BEING 24.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF VACATED WEST OHIO STREET EXTENDED EAST, AND SAID POINT BEING 507.03 FEET EAST OF THE CENTER LINE OF VACATED NORTH DESPLAINES STREET (AS MEASURED ON SAID

PARALLEL LINE); THENCE SOUTH 89 DEGREES 56 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH AND PARALLEL LINE, A DISTANCE OF 64.94 FEET TO SAID WESTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 37 DEGREES 07 MINUTES 06 SECONDS EAST, ALONG EXISTING DOCK LINE, A DISTANCE OF 227.31 FEET; THENCE SOUTH 24 DEGREES 48 MINUTES 40 SECONDS EAST, ALONG EXISTING DOCK LINE, A DISTANCE OF 134.495 FEET TO THE NORTHERLY LINE OF WEST GRAND AVENUE AS OPENED PER ORDINANCE ASSESSMENT CONFIRMED OCTOBER 4, 1858; THENCE SOUTH 84 DEGREES 13 MINUTES 57 SECONDS WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 410.755 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 61, SAID POINT BEING 0.21 FEET NORTH OF THE SOUTHEAST CORNER OF BLOCK 61 AFORESAID; THENCE NORTH 37 DEGREES 50 MINUTES 12 SECONDS WEST, 124.95 FEET; THENCE NORTH 35 DEGREES 55 MINUTES 14 SECOND WEST, 43.64 FEET; THENCE NORTH 31 DEGREES 11 MINUTES 11 SECONDS WEST, 73.17 FEET; THENCE NORTH 34 DEGREES 39 MINUTES 25 SECONDS WEST, 72.23 FEET; THENCE NORTH 35 DEGREES 29 MINUTES 36 SECONDS WEST, 50.02 FEET; THENCE NORTH 32 DEGREES 07 MINUTES 06 SECOND WEST, 50.55 FEET; THENCE NORTH 29 DEGREES 59 MINUTES 40 SECONDS WEST, 21.27 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF EASEMENT ACQUIRED FOR HIGHWAY PURPOSES FOR HIGHWAY FEEDER AS SHOWN ON PLAT OF SURVEY RECORDED UNDER DOCUMENT NUMBER 17859455, SAID POINT OF INTERSECTION BEING 68.89 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF THE AFORESAID BLOCK 61; THENCE SOUTH 89 DEGREES 57 MINUTES 08 SECONDS EAST, 61.48 FEET, ALONG SAID SOUTH LINE OF AFORESAID EASEMENT TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM THE HEREINABOVE DESIGNATED POINT OF BEGINNING, TO A POINT ON THE NORTHERLY LINE OF SAID WEST GRAND AVENUE AS OPENED PER ORDINANCE ASSESSMENT CONFIRMED OCTOBER 4,

1858, SAID POINT BEING 80.71 FEET EASTERLY (AS MEASURED ALONG SAID NORTHERLY LINE) OF THE EAST LINE OF SAID BLOCK 61; THENCE NORTH 37 DEGREES 18 MINUTES 05 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 496.97 FEET TO THE AFORESAID SOUTHEASTERLY LINE OF WEST ERIE STREET AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL C:

THAT PART OF BLOCKS 61, 62 AND 69 TOGETHER WITH THE VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 69 AFORESAID; THENCE SOUTH 38 DEGREES 33 MINUTES 12.5 SECONDS EAST, ALONG THE WESTERLY TERMINUS OF VACATED NORTH DESPLAINES STREET PER DOCUMENT NUMBER 9426724, A DISTANCE OF 128.04 FEET TO A POINT WHICH IS 420 FEET SOUTH OF THE

NORTHWEST CORNER OF SAID BLOCK 62; THENCE SOUTH 89 DEGREES 53 MINUTES 20 SECONDS EAST, 7.22 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 61; THENCE SOUTH 37 DEGREES 27 MINUTES 51 SECONDS EAST, 175.725 FEET; THENCE SOUTH 38 DEGREES 22 MINUTES 20 SECONDS EAST, 50.92 FEET; THENCE SOUTH 41 DEGREES 35 MINUTES 58 SECONDS EAST, 50.47 FEET; THENCE SOUTH 43 DEGREES 55 MINUTES 53 SECONDS EAST, 59.065 FEET; THENCE SOUTH 38 DEGREES 55 MINUTES 51 SECONDS EAST, 52.635 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID BLOCK 61, SAID POINT OF INTERSECTION BEING 254.41 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK, AS MEASURED ALONG SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 53 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH LINE OF BLOCK 61, A DISTANCE OF 63.55 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK; THENCE NORTH 0 DEGREES 14 MINUTES 28 SECONDS EAST, ALONG THE EAST LINE OF SAID BLOCK 61, A DISTANCE OF 0.21 FEET; THENCE NORTH 37 DEGREES 50 MINUTES 12 SECONDS WEST, 124.95 FEET; THENCE NORTH 35 DEGREES 55 MINUTES 14 SECONDS WEST, 43.64 FEET; THENCE NORTH 31 DEGREES 11 MINUTES 11 SECONDS WEST, 73.17 FEET; THENCE NORTH 34 DEGREES 39 MINUTES 25 SECONDS WEST, 72.23 FEET; THENCE NORTH 35 DEGREES 29 MINUTES 36 SECONDS WEST, 50.02 FEET; THENCE NORTH 32 DEGREES 07 MINUTES 06 SECONDS WEST, 50.55 FEET; THENCE NORTH 29 DEGREES 59 MINUTES 40 SECONDS WEST, 21.27 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF EASEMENT ACQUIRED FOR HIGHWAY PURPOSES FOR HIGHWAY FEEDER AS SHOWN ON PLAT OF SURVEY RECORDED UNDER DOCUMENT NUMBER 17859455, SAID POINT OF INTERSECTION BEING 68.89 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF THE AFORESAID BLOCK 61; THENCE SOUTH 89 DEGREES 57 MINUTES 08 SECONDS EAST, 61.48 FEET, ALONG SAID SOUTH LINE OF AFORESAID EASEMENT TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT ON THE SOUTHEASTERLY LINE OF WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682, SAID POINT BEING 223.81 FEET NORTHEASTERLY OF THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY LINE WITH THE NORTH LINE OF BLOCK 69 AFORESAID (AS MEASURED ON SAID SOUTHEASTERLY LINE), TO A POINT ON THE NORTHERLY LINE OF WEST GRAND AVENUE AS OPENED PER ORDINANCE ASSESSMENT CONFIRMED OCTOBER 4, 1858, SAID POINT BEING 80.71 FEET EASTERLY (AS MEASURED ALONG SAID NORTHERLY LINE) OF THE EAST LINE OF SAID BLOCK 61; THENCE NORTH 37 DEGREES 18 MINUTES 05 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 346.97 FEET; THENCE SOUTH 52 DEGREES 41 MINUTES 55 SECONDS WEST, 45.10 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 05 SECONDS WEST, 175.07 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTHEASTERLY LINE OF WEST ERIE STREET, THENCE SOUTH 81 DEGREES 45 MINUTES 28 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE 115.27 FEET TO THE POINT OF INTERSECTION WITH A LINE 25 FEET SOUTHWEST OF AND PARALLEL WITH, AS MEASURED PERPENDICULARLY THERETO, THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S I.C.C. SPUR TRACK NO. 44; THENCE SOUTH 37 DEGREES 25 MINUTES 17 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 328.44 FEET, TO A

POINT ON THE NORTH LINE OF THE SOUTH 67.50 FEET OF SAID BLOCK 69; THENCE NORTH 89 DEGREES 56 MINUTES 12 SECONDS WEST, ALONG SAID NORTH LINE A DISTANCE OF 56.76 FEET TO A POINT WHICH IS 112.02 FEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE EAST LINE OF SAID BLOCK 69; THENCE SOUTH 37 DEGREES 17 MINUTES 32 SECONDS EAST, A DISTANCE OF 84.92 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID BLOCK 69, SAID POINT OF INTERSECTION BEING 60.57 FEET WEST OF THE HEREINABOVE DESIGNATED PLACE OF BEGINNING AS MEASURED ALONG SAID SOUTH LINE OF BLOCK 69; THENCE SOUTH 89 DEGREES 56 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH LINE 60.57 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS; (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL C OF THE DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO CHICAGO TRIBUNE COMPANY RECORDED MAY 29, 1980 AS DOCUMENT 25470402 - PARCEL P HEREIN AND EXCEPTING THEREFROM ALL THAT PART AND PORTION WHICH LIES BELOW FROM A PLANE 32 FEET ABOVE CHICAGO CITY DATUM).

PARCEL D:

THAT PART OF BLOCK 61 TOGETHER WITH THAT PART OF VACATED ALLEYS ADJOINING SAID BLOCK IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 61; THENCE NORTH 0 DEGREES 06 MINUTES 15 SECONDS EAST, ALONG THE WEST LINE OF SAID BLOCK, 300.15 FEET TO A POINT WHICH IS 420 FEET SOUTH OF THE NORTHWEST CORNER OF BLOCK 62 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9 AFORESAID; THENCE SOUTH 89 DEGREES 53 MINUTES 20 SECONDS EAST, 7.22 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 61; THENCE SOUTH 37 DEGREES 27 MINUTES 51 SECONDS EAST, 175.725 FEET; THENCE SOUTH 38 DEGREES 22 MINUTES 20 SECONDS EAST, 50.92 FEET; THENCE SOUTH 41 DEGREES 35 MINUTES 58 SECONDS EAST, 50.47 FEET; THENCE SOUTH 43 DEGREES 55 MINUTES 53 SECONDS EAST, 59.065 FEET; THENCE SOUTH 38 DEGREES 55 MINUTES 51 SECONDS EAST, 52.635 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SOUTH BLOCK 61, SAID POINT OF INTERSECTION BEING 254.41 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE HEREINABOVE DESIGNATED PLACE OF BEGINNING; THENCE NORTH 89 DEGREES 53 MINUTES 20 SECONDS WEST, 254.41 FEET ALONG SAID SOUTH LINE, BEING ALSO THE NORTH LINE OF WEST GRAND AVENUE, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL E:

THAT PART OF BLOCK 69 TOGETHER WITH THAT PART OF ADJOINING VACATED WEST ERIE STREET IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682, SAID POINT BEING 223.81 FEET NORTHEASTERLY OF THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY LINE WITH THE NORTH LINE OF BLOCK 69 AFORESAID (AS MEASURED ALONG SAID SOUTHEASTERLY LINE); THENCE SOUTH 37 DEGREES 18 MINUTES 05 SECONDS EAST ALONG A LINE DRAWN FROM THE HEREINABOVE DESIGNATED POINT OF BEGINNING, TO A POINT ON THE NORTHERLY LINE OF WEST GRAND AVENUE AS OPENED PER ORDINANCE ASSESSMENT CONFIRMED OCTOBER 4, 1858, SAID POINT BEING 80.71 FEET (AS MEASURED ALONG SAID NORTHERLY LINE) EASTERLY OF BLOCK 61 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, AFORESAID, A DISTANCE OF 150 FEET; THENCE SOUTH 52 DEGREES 41 MINUTES 55 SECONDS WEST 45.10 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 05 SECONDS WEST, 175.07 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTHEASTERLY LINE OF RELOCATED WEST ERIE STREET; THENCE NORTH 81 DEGREES 45 MINUTES 28 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE OF RELOCATED WEST ERIE STREET, 51.59 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL C OF THE DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO CHICAGO TRIBUNE COMPANY RECORDED MAY 29, 1980 AS DOCUMENT 25470402 - PARCEL P HEREIN AND EXCEPTING THEREFROM ALL THAT PART AND PORTION WHICH LIES BELOW AN INCLINED PLANE WHICH IS 32 FEET ABOVE CHICAGO CITY DATUM ALONG THE SOUTHEASTERLY LINE OF THE PREMISES IMMEDIATELY HEREINABOVE DESCRIBED AND 26.80 FEET ABOVE CHICAGO CITY DATUM ALONG A LINE WHICH IS PARALLEL WITH AND 150 FEET DISTANCE NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID SOUTHEASTERLY LINE OF SAID PREMISES AND A HORIZONTAL PLANE WHICH IS 26.80 FEET ABOVE CHICAGO CITY DATUM AND NORTHWESTERLY OF SAID NORTHWESTERLY PARALLEL LINE TO THE SOUTHEASTERLY LINE OF SAID RELOCATED WEST ERIE STREET).

PARCEL F:

THAT PART OF BLOCKS 68, 77 AND 78, TOGETHER WITH THAT PART OF THE VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS::

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 77; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF NORTH HALSTED STREET, 464.44 FEET TO A POINT WHICH IS 556.74 FEET SOUTH (AS MEASURED ALONG SAID EAST LINE OF HALSTED STREET) OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF BLOCK 79 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9 AFORESAID): THENCE NORTH 3 DEGREES 18 MINUTES 38 SECONDS EAST, ALONG THE EASTERLY LINE OF PERMANENT EASEMENT GRANTED TO CITY OF CHICAGO PER DOCUMENT

NUMBER 20408926, A DISTANCE OF 255.66 FEET TO A POINT 14.76 FEET EAST OF AND AT RIGHT ANGLES TO THE EAST LINE OF HALSTED STREET AFORESAID AND 301.57 FEET SOUTH (AS MEASURED ALONG SAID EAST LINE OF HALSTED STREET) OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79); THENCE NORTH 0 DEGREES 14 MINUTES 59 SECONDS WEST, 60.05 FEET; THENCE SOUTH 26 DEGREES 47 MINUTES 46 SECONDS EAST, A DISTANCE OF 145.39 FEET TO THE POINT OF INTERSECTION WITH A LINE 650 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 77, SAID POINT ALSO BEING 80.23 FEET EAST OF THE EAST LINE OF SAID EAST LINE OF NORTH HALSTED STREET AND 25 FEET SOUTHWESTERLY OF (BY RIGHT ANGLES MEASURE) THE CENTER LINE OF CHICAGO NORTHWESTERN RAILWAY COMPANY'S I.C.C. SPUR TRACK NO. 44; THENCE SOUTH 25 DEGREES 29 MINUTES 17 SECONDS EAST, ALONG A LINE 25 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID CENTER LINE OF SPUR TRACK NO. 44, A DISTANCE OF 29.87 FEET TO A POINT OF TANGENCY WITH A CURVED LINE; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 2415 FEET, A DISTANCE OF 502.99 FEET; THENCE SOUTH 37 DEGREES 25 MINUTES 17 SECONDS EAST, ALONG A LINE 25 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SPUR TRACK NO. 44 AFORESAID, A DISTANCE OF 245.14 FEET TO A POINT ON THE NORTHWESTERLY LINE OF WEST ERIE STREET, AS RELOCATED PER DOCUMENT NUMBER 18526682 RECORDED JULY 9, 1962; THENCE SOUTH 81 DEGREES 45 MINUTES 28 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE OF ERIE STREET, 6.84 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 68; THENCE NORTH 89 DEGREES 57 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 77 AND ITS EASTERLY EXTENSION, A DISTANCE OF 497.42 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 77 AND POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL G:

THAT PART OF BLOCKS 68, 77, 78 AND 79, TOGETHER WITH THE VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, IN BLOCK 79 AFORESAID, THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 79 A DISTANCE OF 158.998 FEET; THENCE SOUTH 37 DEGREES 18 MINUTES 35 SECONDS EAST, 106.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 14 MINUTES 59 SECONDS EAST, 138.012 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT WHICH IS 650 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 77, AND 80.23 FEET EAST OF THE WEST LINE OF BLOCK 78 AFORESAID TO A POINT ON THE WEST LINE OF BLOCK 79 AFORESAID, 212.863 FEET SOUTH OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING A LINE 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79); THENCE SOUTH 26 DEGREES 47 MINUTES 46 SECONDS EAST, ALONG THE LAST DESCRIBED

LINE, A DISTANCE OF 33.68 FEET, TO THE POINT OF INTERSECTION WITH A LINE 650 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 77, SAID POINT BEING ALSO 80.23 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET AND 25 FEET SOUTHWESTERLY OF (BY RIGHT ANGLES MEASURE) THE CENTER LINE OF THE CHICAGO NORTHWESTERN RAILWAY COMPANY'S I.C.C. SPUR TRACK NO. 44; THENCE SOUTH 25 DEGREES 29 MINUTES 17 SECONDS EAST, ALONG A LINE 25 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID CENTER LINE OF SPUR TRACK NO. 44, A DISTANCE OF 29.87 FEET TO A POINT OF TANGENCY WITH A CURVED LINE; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 2415 FEET, A DISTANCE OF 502.99 FEET; THENCE SOUTH 37 DEGREES 25 MINUTES 17 SECONDS EAST, ALONG A LINE 25 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SPUR TRACK NO. 44 AFORESAID, A DISTANCE OF 245.14 FEET TO A POINT ON THE NORTHWESTERLY LINE OF WEST ERIE STREET, AS RELOCATED PER DOCUMENT NUMBER 18526682 RECORDED JULY 9, 1962; THENCE NORTH 81 DEGREES 45 MINUTES 28 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE OF ERIE STREET, 115.42 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 35 SECONDS WEST, 150 FEET, THENCE NORTH 52 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 45.16 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM THE HEREINABOVE POINT OF BEGINNING, TO A POINT ON SAID NORTHWESTERLY LINE OF WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682, SAID POINT BEING 173.565 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID BLOCK 68, AS MEASURED ALONG SAID NORTHWESTERLY LINE; THENCE NORTH 37 DEGREES 18 MINUTES 35 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 822.28 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS; (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL A OF THE DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO CHICAGO TRIBUNE COMPANY RECORDED MAY 29, 1980 AS DOCUMENT 25470402 - PARCEL N HEREIN AND EXCEPTING THEREFROM ALL THAT PART AND PORTION WHICH LIES BELOW A HORIZONTAL PLANE 33.50 FEET ABOVE CHICAGO CITY DATUM).

PARCEL H:

THAT PART OF BLOCKS 78, 79 AND THAT PART OF VACATED WEST SUPERIOR STREET LYING BETWEEN SAID BLOCKS IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, IN BLOCK 79 AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 79 A DISTANCE OF 158.998 FEET; THENCE SOUTH 37 DEGREES 18 MINUTES 35 SECONDS EAST, 23.172 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 37 DEGREES 18 MINUTES 35 SECONDS EAST, A DISTANCE OF 82.968 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES 59 SECONDS EAST, 138.012 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT WHICH IS 650 FEET NORTH OF THE SOUTH LINE OF BLOCK 77 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO, IN SAID

SECTION 9, AND 80.23 FEET EAST OF THE WEST LINE OF BLOCK 78 AFORESAID, TO A POINT ON THE WEST LINE OF SAID BLOCK 79, SAID POINT BEING 212.863 FEET SOUTH OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING A LINE 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79); THENCE NORTH 26 DEGREES 47 MINUTES 46 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 111.876 FEET, THENCE NORTH 0 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 104.142 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL A OF THE DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO CHICAGO TRIBUNE COMPANY RECORDED MAY 29, 1980 AS DOCUMENT 25470402 - PARCEL N HEREIN AND EXCEPTING THEREFROM ALL THAT PART AND PORTION WHICH LIES BELOW A HORIZONTAL PLANE WHICH IS 28.60 FEET ABOVE CHICAGO CITY DATUM).

PARCEL I:

THAT PART OF BLOCK 79 AND THE VACATED ALLEY IN SAID BLOCK IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST CHICAGO AVENUE (BEING A LINE 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79), WITH THE WEST LINE OF SAID BLOCK 79 (ALSO BEING THE EAST LINE OF NORTH HALSTED STREET); THENCE EAST ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE AFORESAID, 278.41 FEET; THENCE SOUTH 84 DEGREES 06 MINUTES 38 SECONDS WEST, 115.17 FEET TO A POINT 11.66 FEET SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST CHICAGO AVENUE AND 163.83 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 89 DEGREES 49 MINUTES 11 SECONDS WEST, 107.48 FEET TO A POINT 11.85 FEET SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST CHICAGO AVENUE AND 56.35 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 50 DEGREES 39 MINUTES 51 SECONDS WEST, 55.23 FEET TO A POINT 46.78 FEET SOUTH OF AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST CHICAGO AVENUE AND 13.65 FEET EAST OF THE EAST LINE OF NORTH HALSTED STREET, AS MEASURED ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE; THENCE SOUTH 0 DEGREES 14 MINUTES 59 SECONDS EAST, 90.65 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 35 SECONDS WEST, A DISTANCE OF 23.172 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID BLOCK 79 (ALSO BEING THE EAST LINE OF NORTH HALSTED STREET); THENCE NORTH ALONG THE WEST LINE OF SAID BLOCK 79, A DISTANCE OF 118.998 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL J:

THAT PART OF BLOCK 79 AND THAT PART OF VACATED WEST SUPERIOR STREET IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK 79 (ALSO BEING THE EAST LINE OF NORTH HALSTED STREET) 158.998 FEET (AS MEASURED ALONG SAID LINE) SOUTH OF THE NORTHWEST CORNER OF LOT 7 IN SAID BLOCK; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE OF BLOCK 79, A DISTANCE OF 93.865 FEET; THENCE SOUTH 26 DEGREES 47 MINUTES 46 SECONDS EAST, A DISTANCE OF 32.11 FEET; THENCE NORTH 0 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 104.142 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 35 SECONDS WEST, A DISTANCE OF 23.172 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; (EXCEPTING THEREFROM ALL THAT PART AND PORTION WHICH LIES BELOW A HORIZONTAL PLANE WHICH IS 28.60 FEET ABOVE CHICAGO CITY DATUM).

PARCEL K:

THAT PART OF BLOCKS 78 AND 79, TOGETHER WITH THAT PART OF VACATED WEST SUPERIOR STREET IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NORTH HALSTED STREET, SAID POINT BEING 464.44 FEET (AS MEASURED ALONG SAID EAST LINE) NORTH OF THE SOUTHWEST CORNER OF BLOCK 77 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO, IN SECTION 9 AFORESAID, AND ALSO BEING 556.74 FEET (AS MEASURED ALONG SAID EAST LINE) SOUTH OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE BEING 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF BLOCK 79 AFORESAID): THENCE NORTH 3 DEGREES 18 MINUTES 38 SECONDS EAST, ALONG THE EASTERLY LINE OF PERMANENT EASEMENT GRANTED TO THE CITY OF CHICAGO PER DOCUMENT NUMBER 20408926, A DISTANCE OF 255.66 FEET TO A POINT 14.76 FEET EAST OF AND AT RIGHT ANGLES TO THE EAST LINE OF NORTH HALSTED STREET AFORESAID AND 301.57 FEET SOUTH (AS MEASURED ALONG SAID EAST LINE OF NORTH HALSTED STREET) OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79); THENCE NORTH 0 DEGREES 14 MINUTES 59 SECONDS WEST, ALONG SAID EASTERLY LINE, 60.05 FEET; THENCE NORTH 26 DEGREES 47 MINUTES 46 SECONDS WEST, A DISTANCE OF 32.11 FEET TO THE POINT OF INTERSECTION WITH SAID EAST LINE OF NORTH HALSTED STREET, SAID POINT ALSO BEING 212.863 FEET (AS MEASURED ALONG SAID EAST LINE OF NORTH HALSTED STREET) SOUTH OF THE SOUTH LINE OF WEST CHICAGO AVENUE AFORESAID; THENCE SOUTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, ALONG SAID

EAST LINE OF NORTH HALSTED STREET, 343.877 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL L:

THAT PART OF BLOCK 68 TOGETHER WITH PART OF VACATED NORTH PUTMAN STREET IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF WEST ERIE STREET, AS RELOCATED PER DOCUMENT NUMBER 18526682, SAID POINT OF INTERSECTION BEING 115.42 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF BLOCK 68 AFORESAID (AS MEASURED ALONG SAID NORTHWESTERLY LINE); THENCE NORTH 37 DEGREES 18 MINUTES 35 SECONDS WEST, 150 FEET; THENCE NORTH 52 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 45.16 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT WHICH IS 51.68 FEET NORTHEASTERLY (AS MEASURED ALONG SAID NORTHWESTERLY LINE OF RELOCATED WEST ERIE STREET) OF THE HEREINABOVE POINT OF BEGINNING, TO A POINT ON THE WEST LINE OF BLOCK 79 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9 AFORESAID, SAID POINT BEING 212.863 FEET SOUTH OF THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF CHICAGO AVENUE BEING A LINE 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79); THENCE SOUTH 37 DEGREES 18 MINUTES 35 SECONDS EAST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 175.10 FEET TO THE POINT OF INTERSECTION WITH SAID NORTHWESTERLY LINE OF RELOCATED WEST ERIE STREET, THENCE SOUTH 81 DEGREES 45 MINUTES 28 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF RELOCATED WEST ERIE STREET, 51.68 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS; (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL A OF THE DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO CHICAGO TRIBUNE COMPANY RECORDED MAY 29, 1980 AS DOCUMENT 25470402 - PARCEL N HEREIN AND EXCEPTING THEREFROM ALL THAT PART AND PORTION WHICH LIES BELOW AN INCLINED PLANE WHICH IS 33.50 FEET ABOVE CHICAGO CITY DATUM ALONG THE NORTHWESTERLY LINE OF THE PREMISES IMMEDIATELY HEREINABOVE DESCRIBED AND 26.80 FEET ABOVE CHICAGO CITY DATUM ALONG A LINE WHICH IS PARALLEL WITH AND DISTANT 150 FEET SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM SAID NORTHWESTERLY LINE OF SAID PREMISES AND A HORIZONTAL PLANE WHICH IS 26.80 FEET ABOVE CHICAGO CITY DATUM SOUTHEASTERLY OF SAID SOUTHEASTERLY PARALLEL LINE TO THE NORTHWESTERLY LINE OF RELOCATED WEST ERIE STREET AFORESAID).

PARCEL M:

THAT PART OF WEST ERIE STREET, AS DEDICATED BY ORDINANCE PASSED OCTOBER 10, 1870, AND RECORDED JULY 9, 1962 AS DOCUMENT 18526682,

BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 8 IN BLOCK 68 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO; THENCE NORTH 81 DEGREES 45 MINUTES 28 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF WEST ERIE STREET AFORESAID, 173.56 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING; THENCE CONTINUING NORTH 81 DEGREES 45 MINUTES 28 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE, 256.51 FEET TO THE PRESENT DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 28 DEGREES 30 MINUTES 22 SECONDS EAST, ALONG SAID DOCK LINE, 8.47 FEET; THENCE SOUTH 30 DEGREES 38 MINUTES 08 SECONDS EAST, 60.82 FEET; THENCE SOUTH 37 DEGREES 22 MINUTES 06 SECONDS EAST, ALONG SAID DOCK LINE, 18.105 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF WEST ERIE STREET AFORESAID; THENCE SOUTH 81 DEGREES 45 MINUTES 28 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, 246.98 FEET; THENCE NORTH 37 DEGREES 17 MINUTES 54 SECONDS WEST, 91.52 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL N:

A STRIP OF LAND 32.00 FEET IN WIDTH (AS MEASURED PERPENDICULARLY THERETO) LYING NORTHERLY OF THE NORTHERLY LINE OF WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682 AND LYING ENTIRELY SOUTHWESTERLY OF A "LINE A" DRAWN FROM A POINT ON SAID NORTHERLY LINE OF WEST ERIE STREET, SAID POINT BEING 173.565 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF BLOCK 68 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO A POINT ON THE WEST LINE OF BLOCK 79 IN SAID ADDITION 118.998 FEET SOUTH OF THE SOUTH LINE OF WEST CHICAGO AVENUE (BEING A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 79); THE NORTHERLY TERMINUS OF SAID STRIP OF LAND BEING A LINE DESCRIBED AS COMMENCING AT A POINT ON SAID "LINE A", 47.30 FEET SOUTHEASTERLY (AS MEASURED ALONG SAID "LINE A") OF THE POINT OF INTERSECTION OF SAID "LINE A" WITH THE WEST LINE OF BLOCK 79 AFORESAID AND FORMING AN ANGLE WITH SAID "LINE A" FROM SOUTHEAST TO SOUTH OF 8 DEGREES 54 MINUTES 35.2 SECONDS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL O

A STRIP OF LAND 32.00 FEET IN WIDTH (AS MEASURED PERPENDICULARLY THERETO) LYING ENTIRELY WITHIN WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682 AND LYING SOUTHWESTERLY OF A LINE DRAWN FROM A POINT ON THE NORTHERLY LINE OF SAID RELOCATED WEST ERIE STREET 173.565 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF BLOCK 68 IN RUSSELL, MATHER AND ROBERTS ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO A POINT ON THE SOUTHERLY LINE OF SAID RELOCATED WEST ERIE STREET 223.81

FEET NORTHEASTERLY OF THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE WITH THE NORTH LINE OF BLOCK 69 IN SAID ADDITION, ALL IN COOK COUNTY, ILLINOIS

PARCEL P

A STRIP OF LAND 32.00 FEET IN WIDTH (AS MEASURED PERPENDICULARLY THERETO) LYING SOUTHERLY OF THE SOUTHERLY LINE OF WEST ERIE STREET AS RELOCATED PER DOCUMENT NUMBER 18526682 AND LYING ENTIRELY SOUTHWESTERLY OF A "LINE B" DRAWN FROM A POINT ON SAID SOUTHERLY LINE OF WEST ERIE STREET, SAID POINT BEING 223.81 FEET NORTHEASTERLY OF THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE WITH THE NORTHERLY LINE OF BLOCK 69 IN RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO A POINT ON THE NORTHERLY LINE OF WEST GRAND AVENUE AS OPENED PER ORDINANCE ASSESSMENT CONFIRMED OCTOBER 4, 1858, SAID POINT BEING 80.71 FEET (AS MEASURED ALONG SAID NORTHERLY LINE) EASTERLY OF THE EAST LINE OF BLOCK 61 IN SAID ADDITION THE SOUTHERLY TERMINUS OF SAID STRIP OF LAND BEING A LINE DESCRIBED AS COMMENCING AT A POINT ON SAID "LINE B" 439.83 FEET (AS MEASURED ALONG SAID "LINE B") NORTHWESTERLY OF THE NORTHERLY LINE OF WEST GRAND AVENUE, AFORESAID AND FORMING AN ANGLE WITH SAID "LINE B" FROM NORTHWEST TO WEST OF 52 DEGREES 38 MINUTES 07.3 SECONDS, ALL IN COOK COUNTY, ILLINOIS

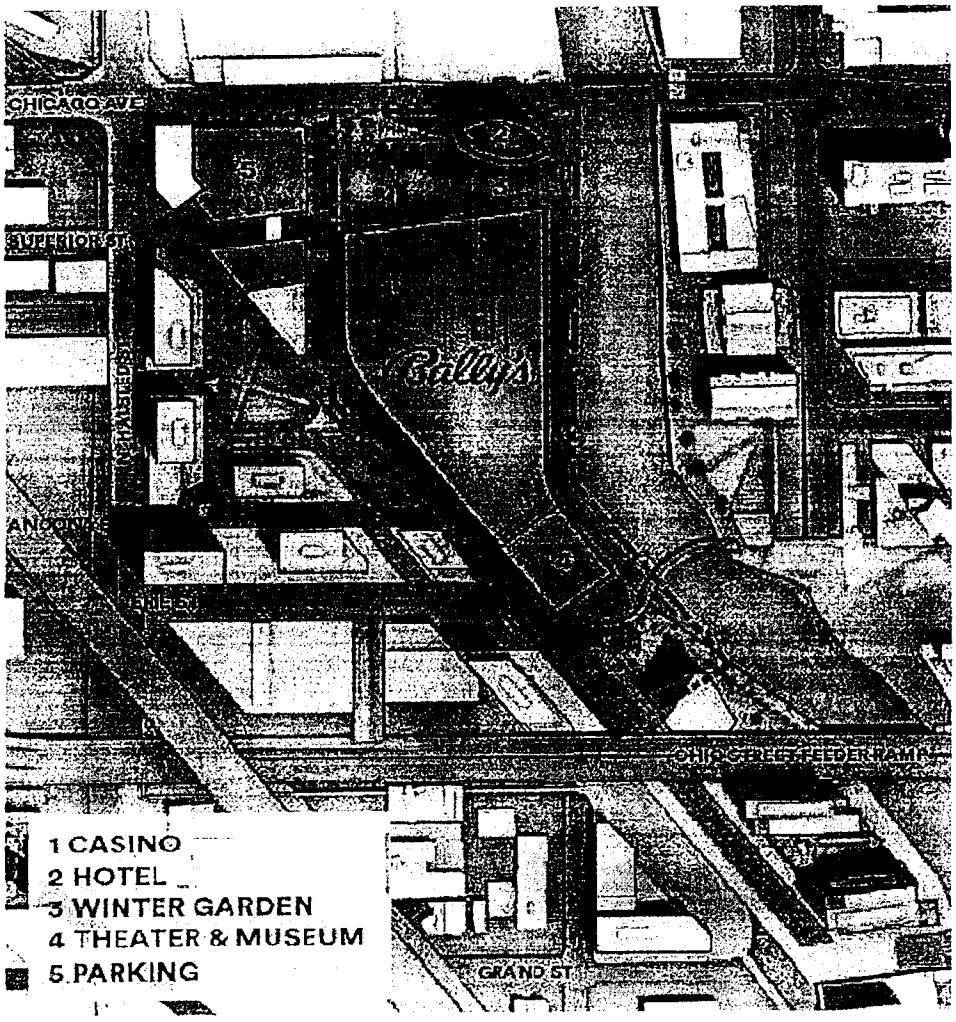
Exhibit "C-2".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Temporary Project Site.

The Project Site (Temporary) is at the Medinah Temple located at 600 N. Wabash Avenue, Chicago, IL.

Exhibit "D".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

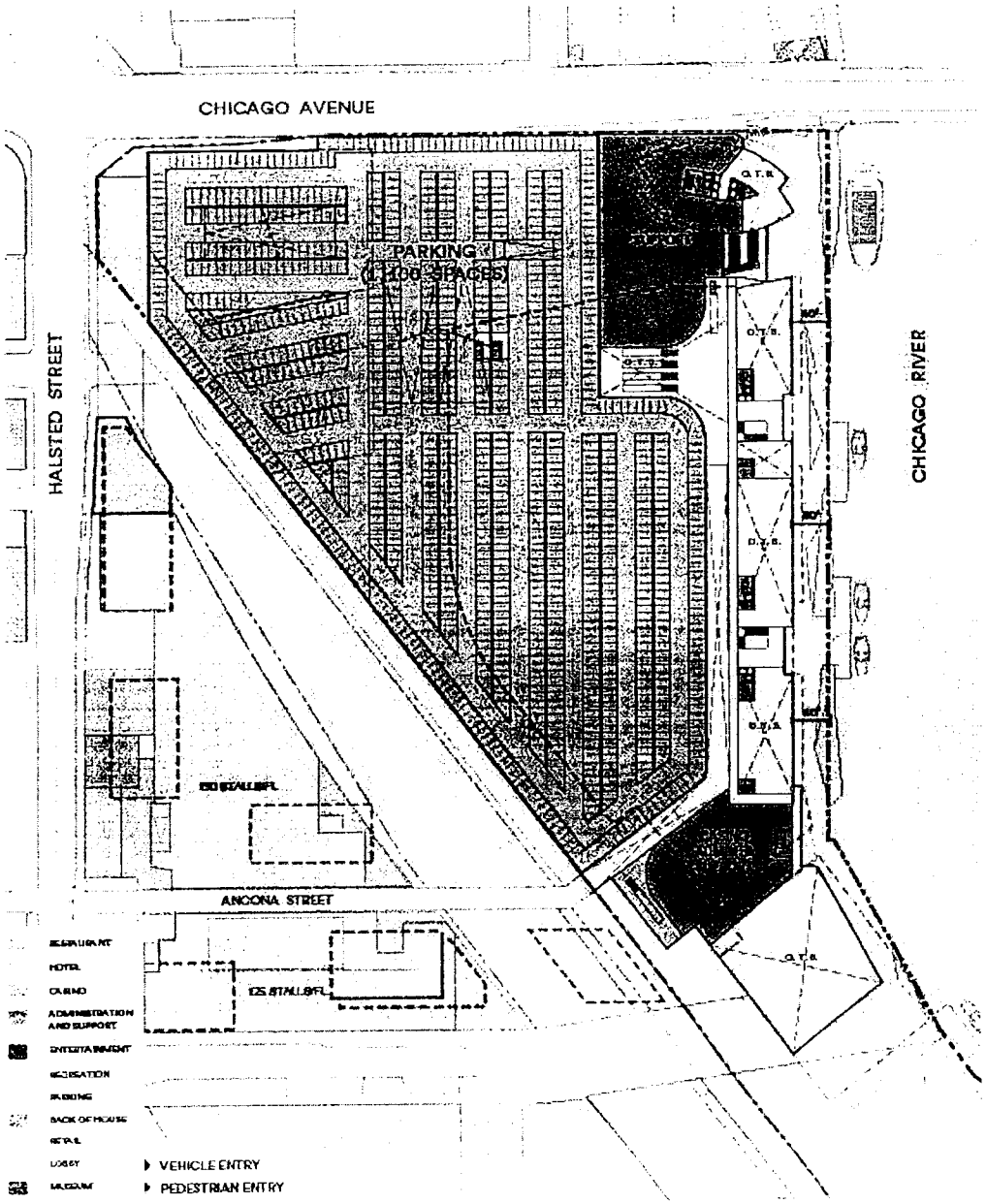
Permanent Project Concept Design Documents.
(Page 1 of 11)



* Design documents are conceptual and subject to change upon further review and approval by Developer and various departments, agencies and commissions of the City.

Exhibit "D".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Permanent Project Concept Design Documents.
(Page 2 of 11)

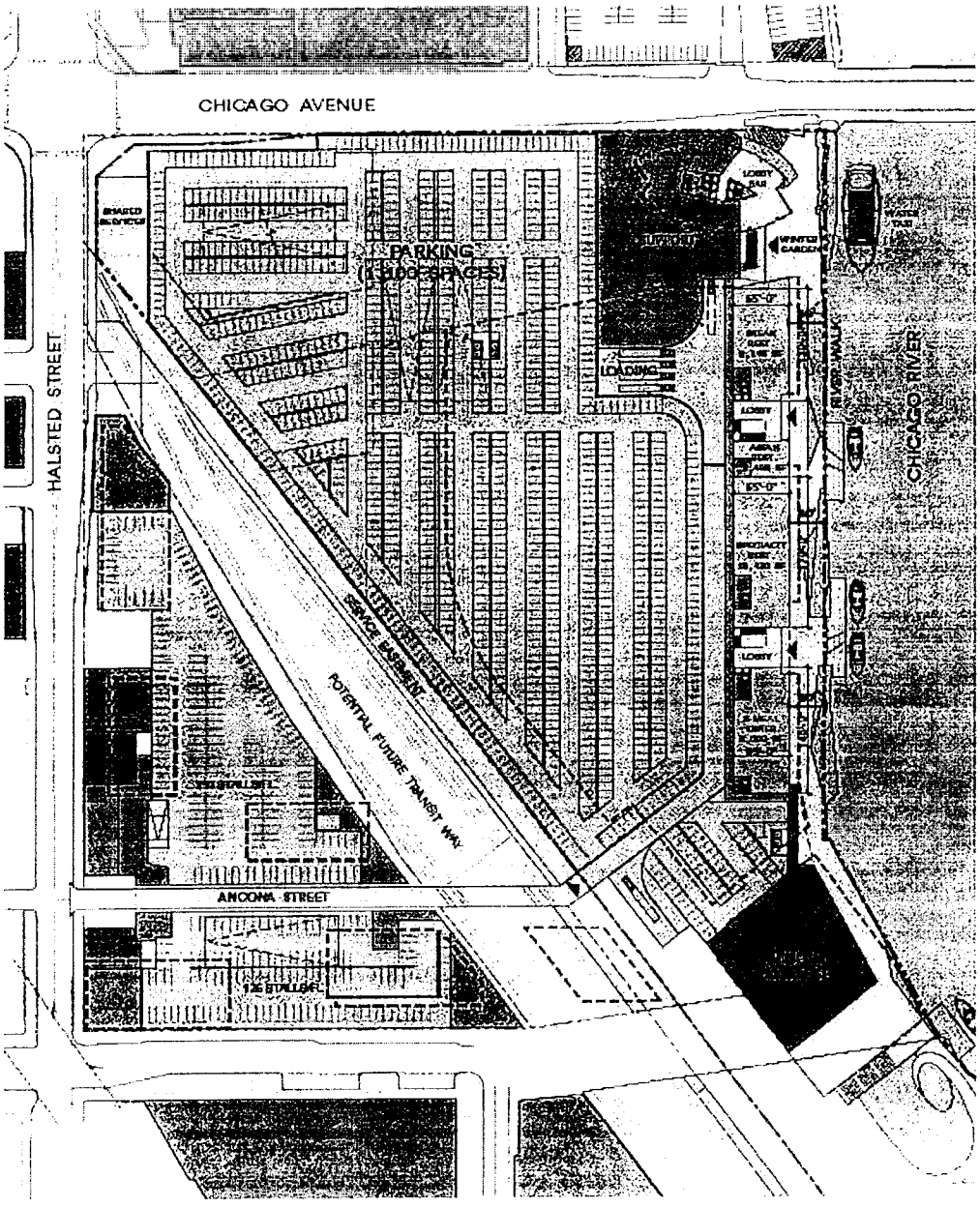


LEVEL P1 PLAN

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(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Permanent Project Concept Design Documents.
(Page 3 of 11)

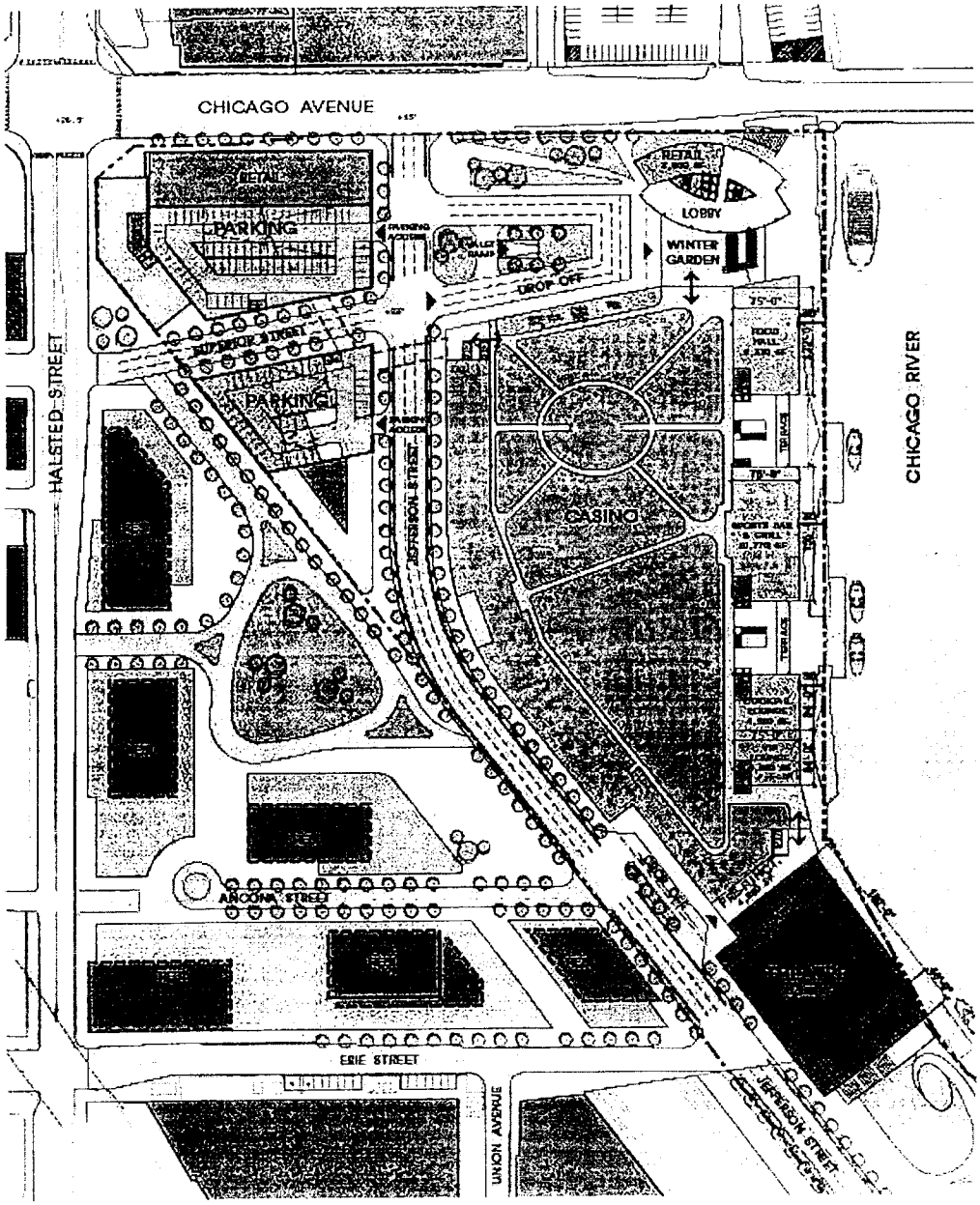


LEVEL P2 PLAN

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Exhibit "D".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Permanent Project Concept Design Documents.
(Page 4 of 11)

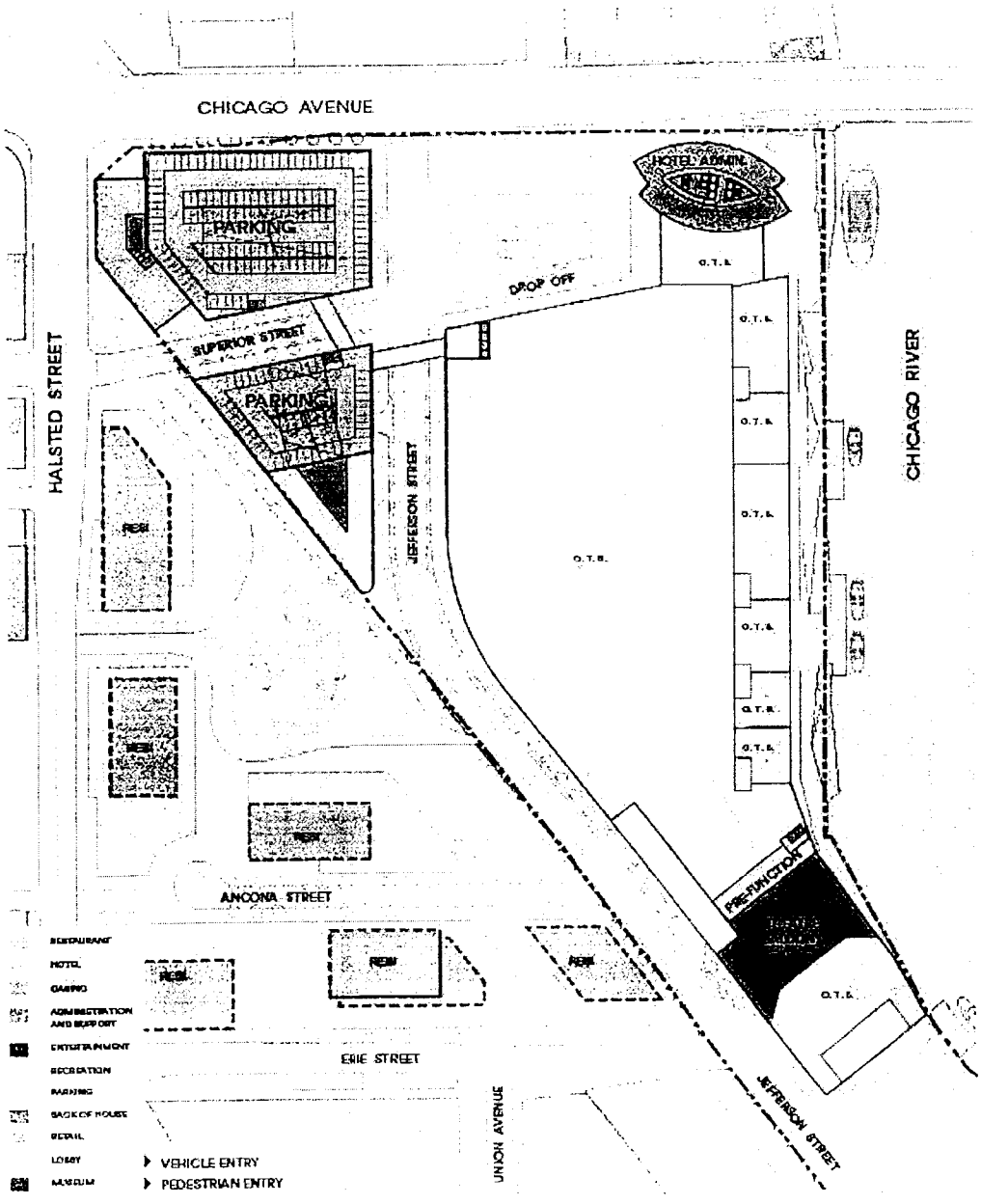


CASINO LEVEL PLAN

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Exhibit "D".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Permanent Project Concept Design Documents.
(Page 5 of 11)

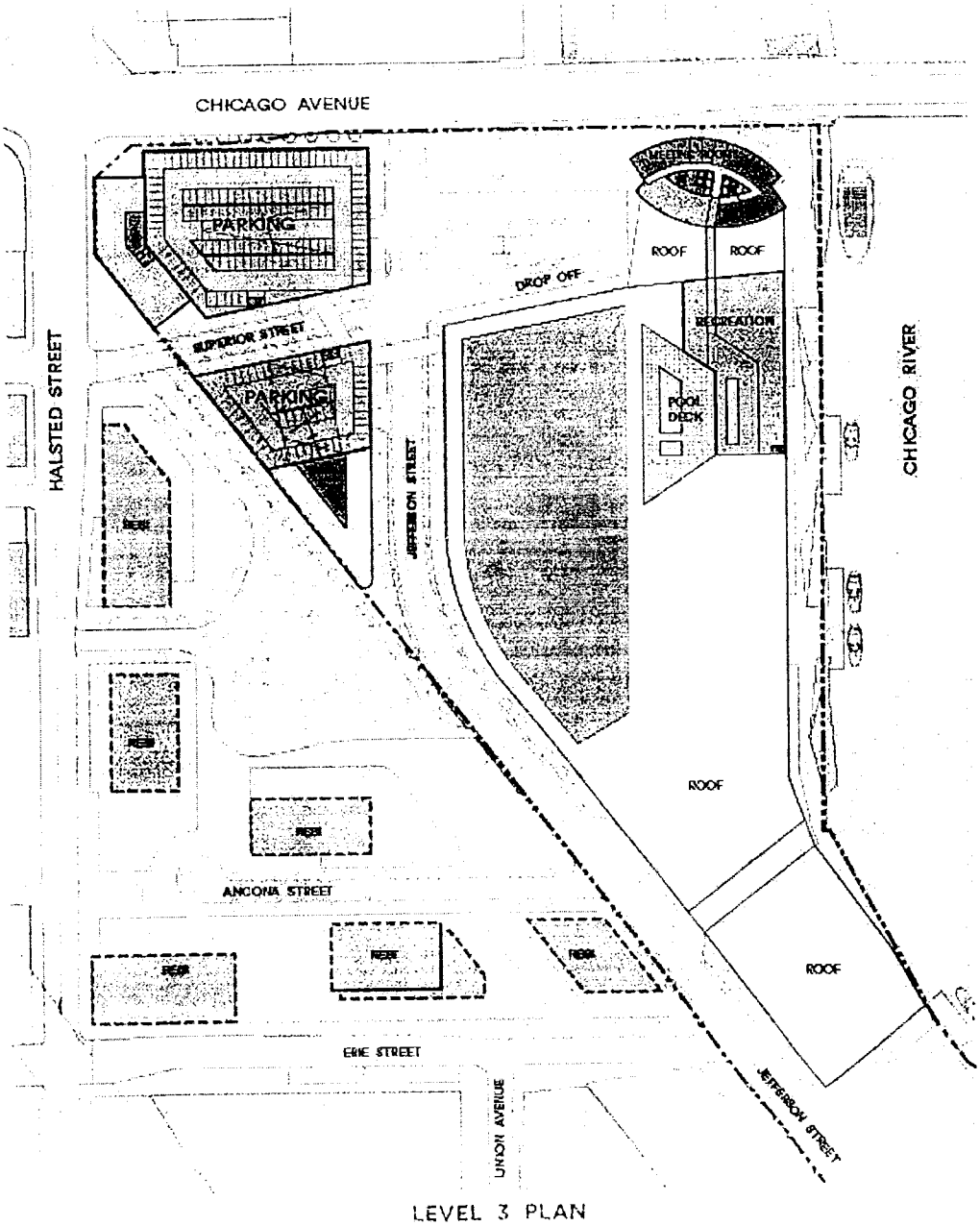


LEVEL 2 PLAN

* Design documents are conceptual and subject to change upon further review and approval by Developer and various departments, agencies and commissions of the City.

Exhibit "D".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Permanent Project Concept Design Documents.
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LEVEL 3 PLAN

* Design documents are conceptual and subject to change upon further review and approval by Developer and various departments, agencies and commissions of the City.

Exhibit "D".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Permanent Project Concept Design Documents.
(Page 7 of 11)

ROOF TOP LOUNGE PLAN
(LEVEL 37)



ROOF TOP LOUNGE PLAN
(LEVEL 36)



PREMIER SUITES FLOOR PLAN
(LEVEL 36)



SUPER SUITES FLOOR PLAN
(LEVELS 33-34)

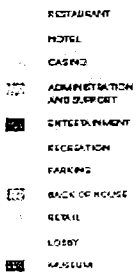


TYPICAL SUITES FLOOR PLAN
(LEVELS 16-32)



TYPICAL HOTEL FLOOR PLAN
(LEVELS 4-15)



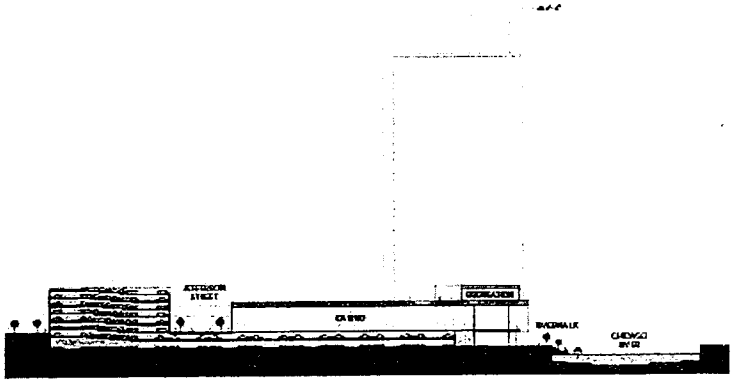


LEVELS 4-37 PLANS

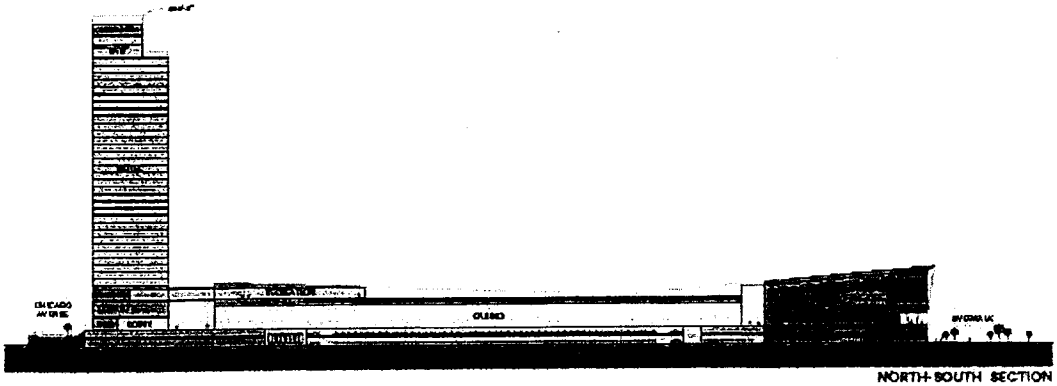
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EAST-WEST SECTION

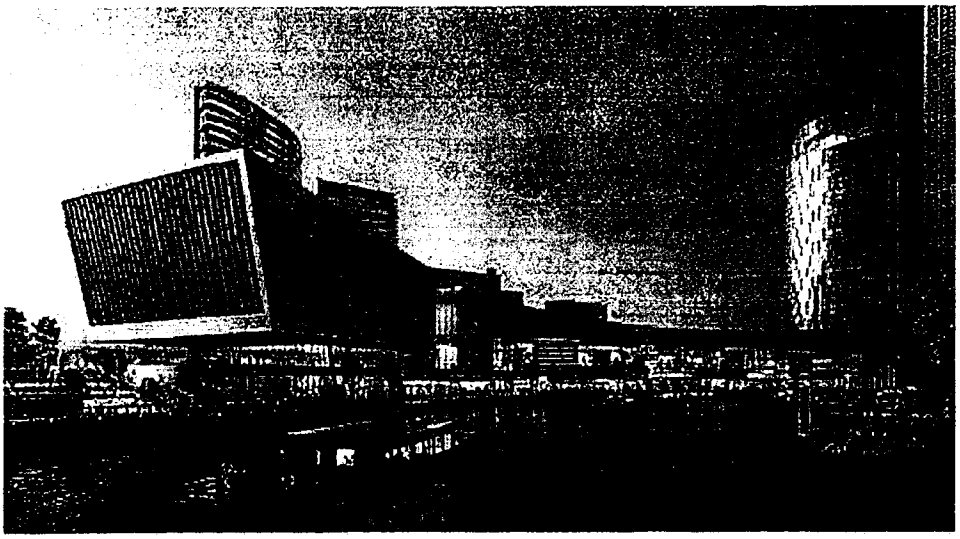


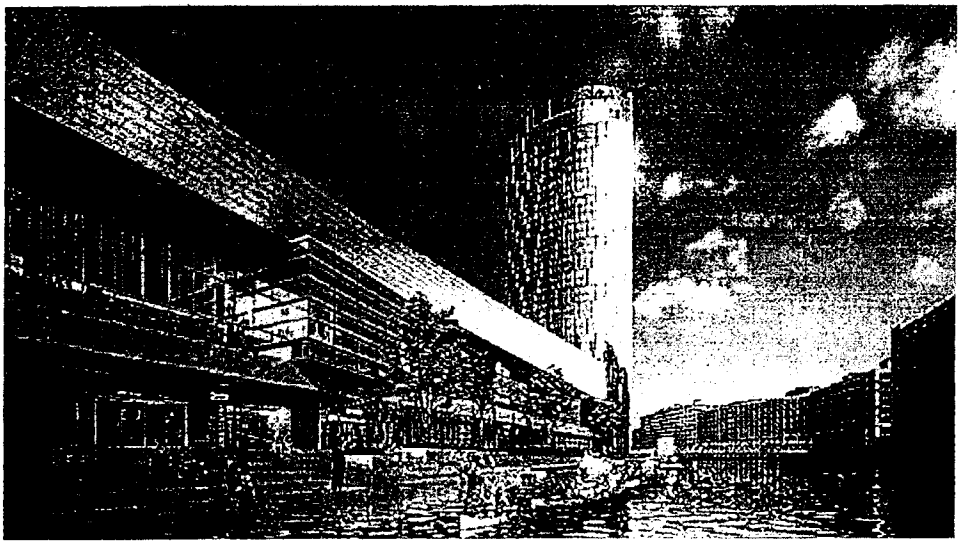
NORTH-SOUTH SECTION

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Permanent Project Concept Design Documents.
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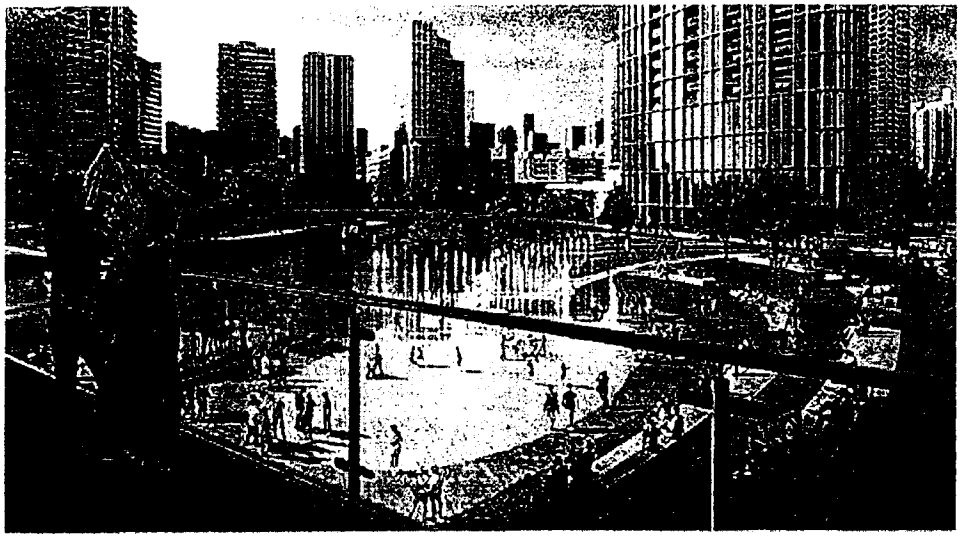


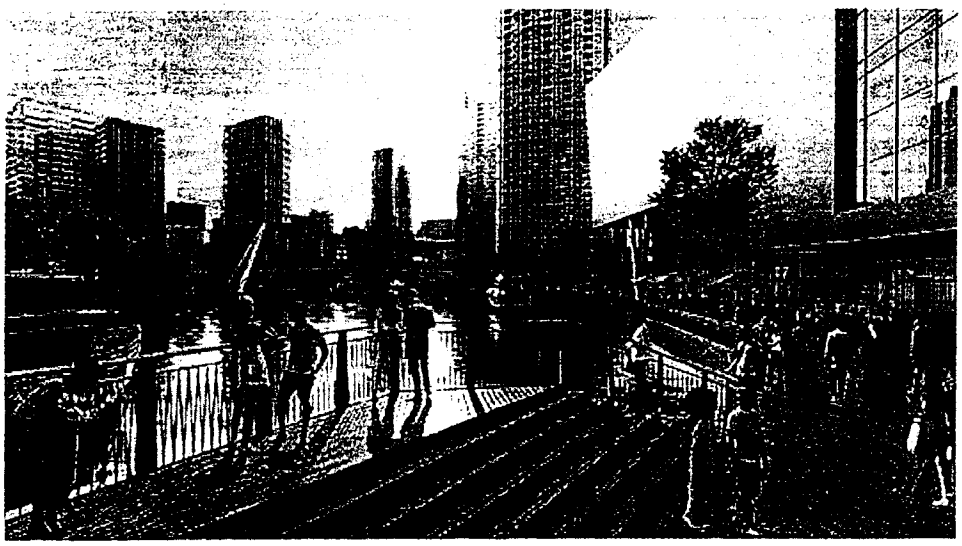


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Permanent Project Concept Design Documents.
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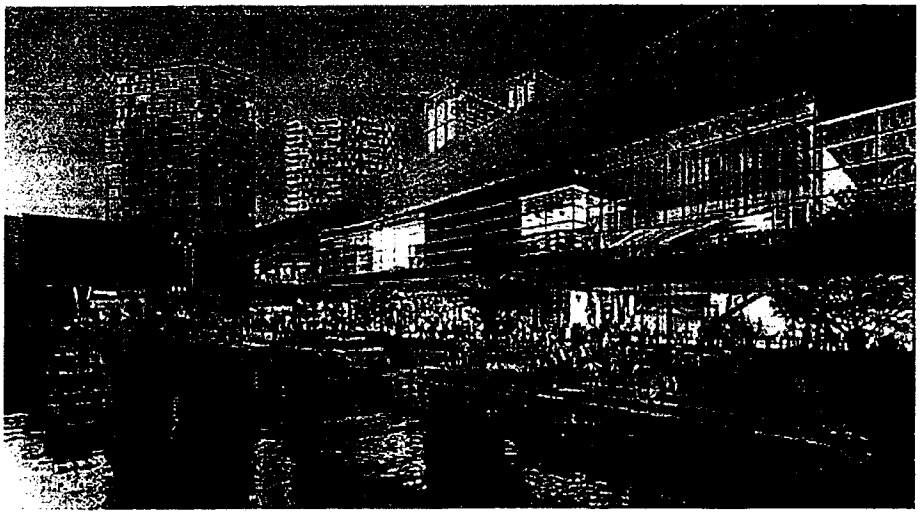


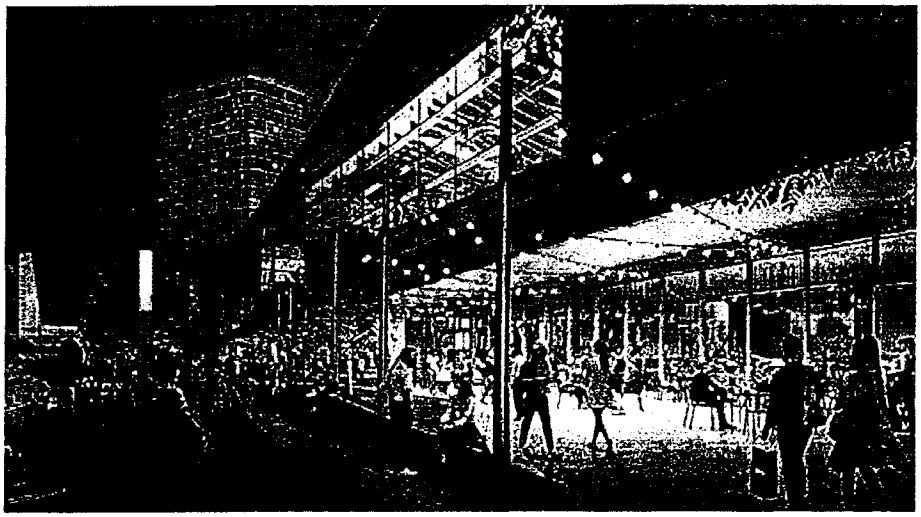


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Exhibit "D".
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Permanent Project Concept Design Documents.
(Page 11 of 11)

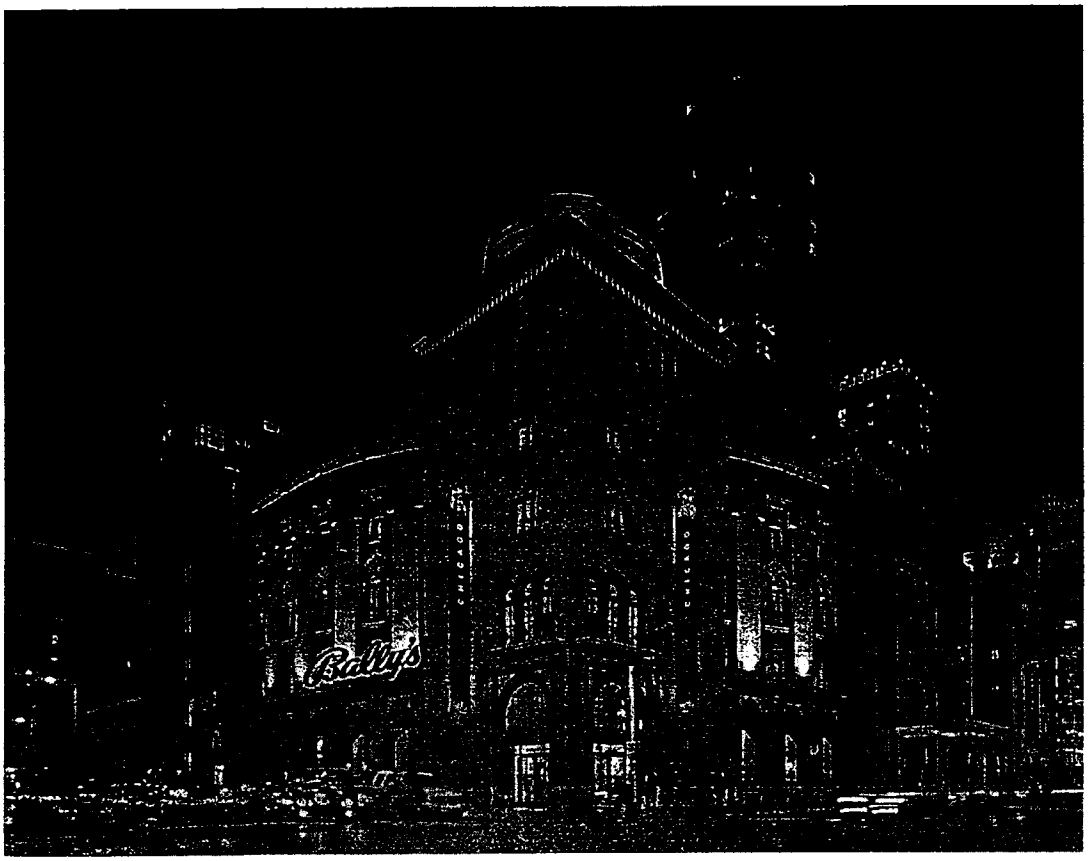




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Exhibit "D".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

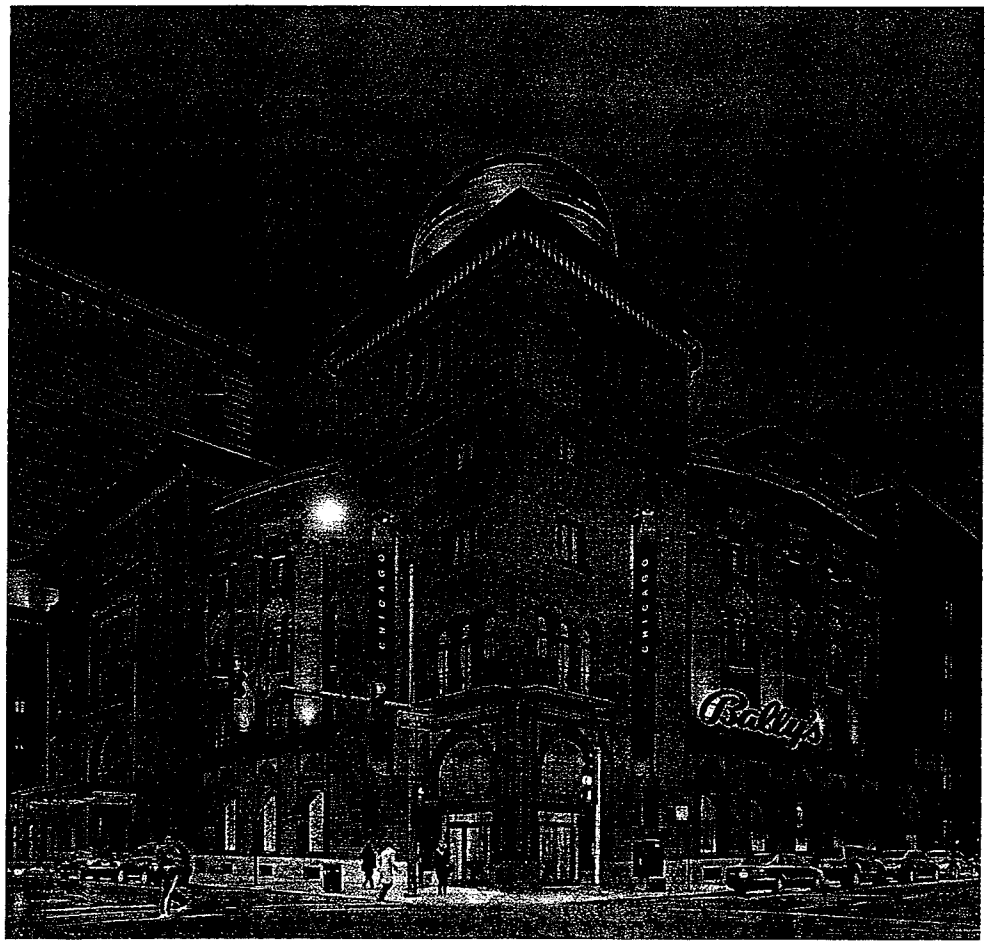
Temporary Project Concept Design Documents.
(Page 1 of 6)



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Exhibit "D".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Temporary Project Concept Design Documents.
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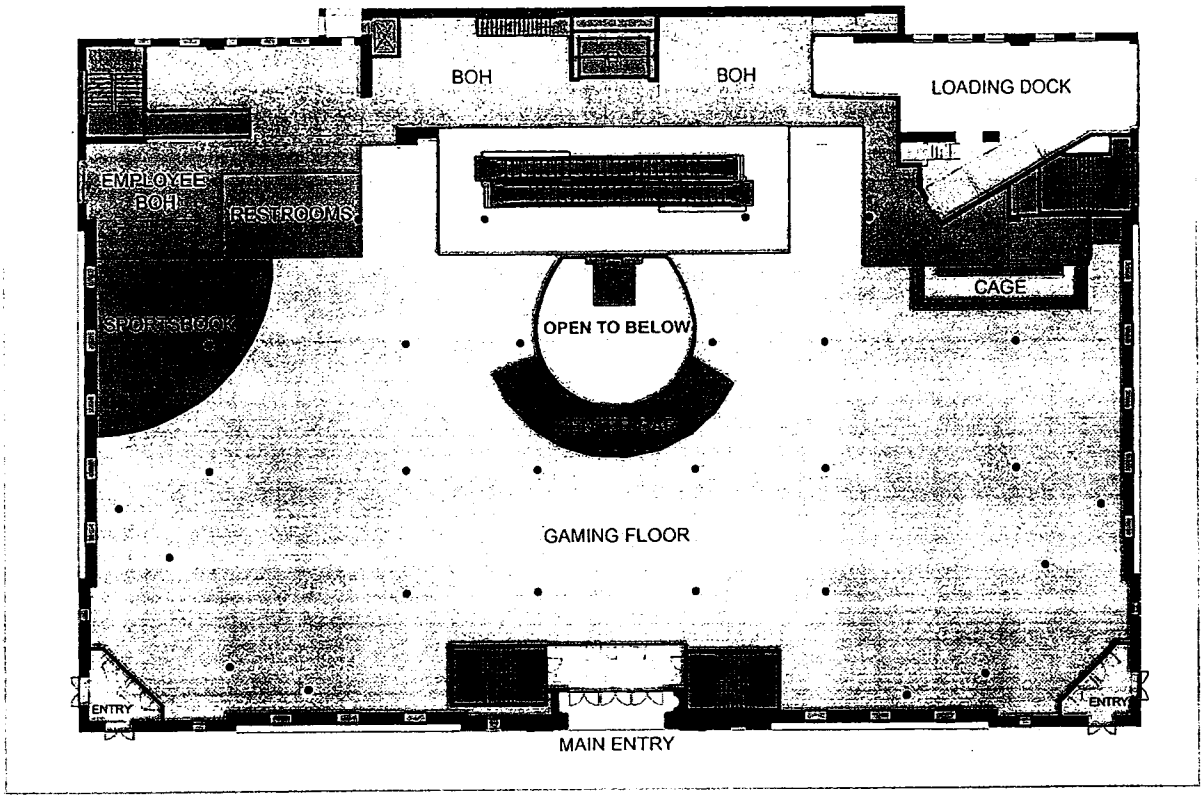


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Exhibit "D".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Temporary Project Concept Design Documents.
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PROPOSED FLOORPLAN - 1ST FLOOR

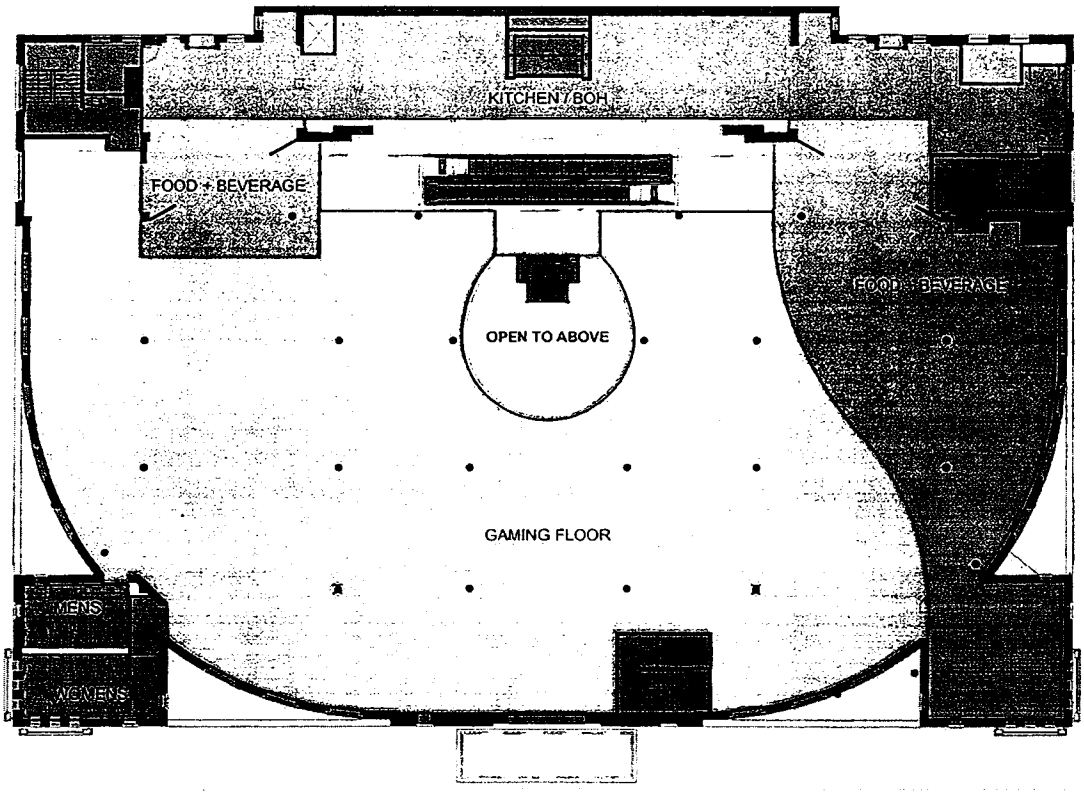


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Exhibit "D".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Temporary Project Concept Design Documents.
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PROPOSED FLOORPLAN - 2ND FLOOR

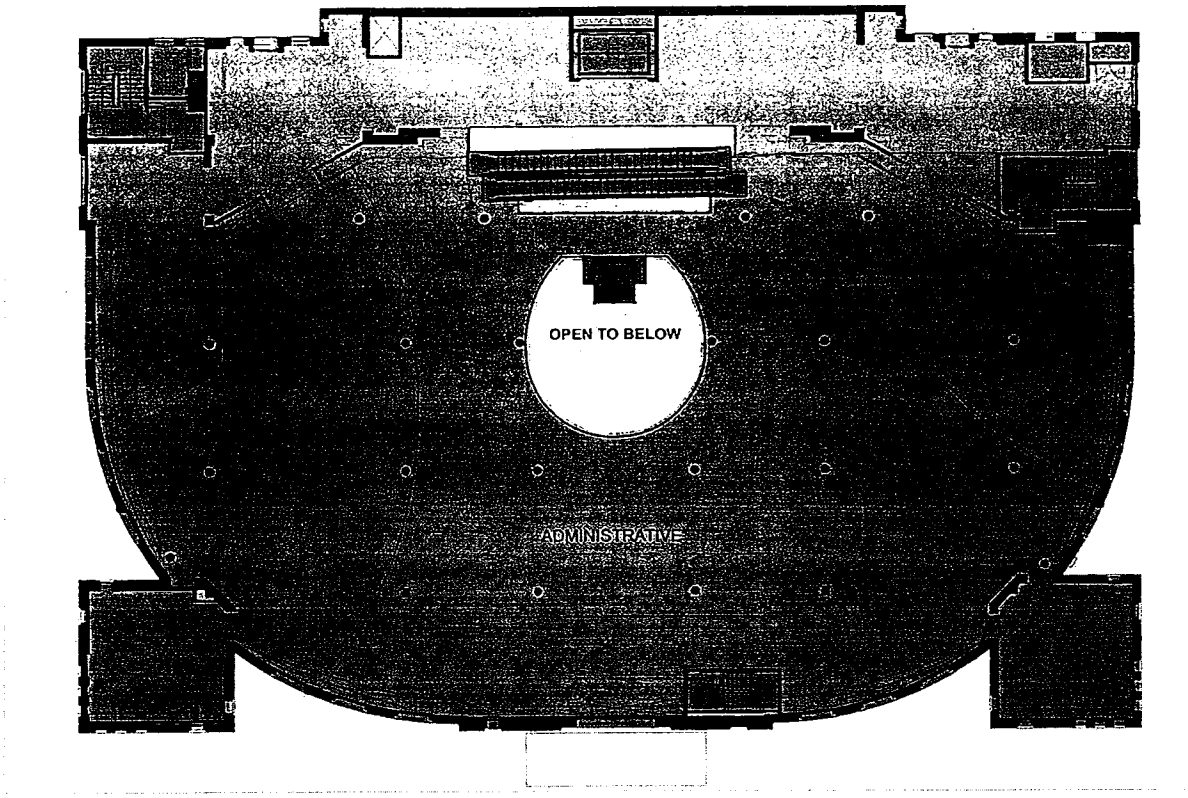


* Design documents are conceptual and subject to change upon further review and approval by Developer and various departments, agencies and commissions of the City.

Exhibit "D".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Temporary Project Concept Design Documents.
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PROPOSED FLOORPLAN - 3RD FLOOR

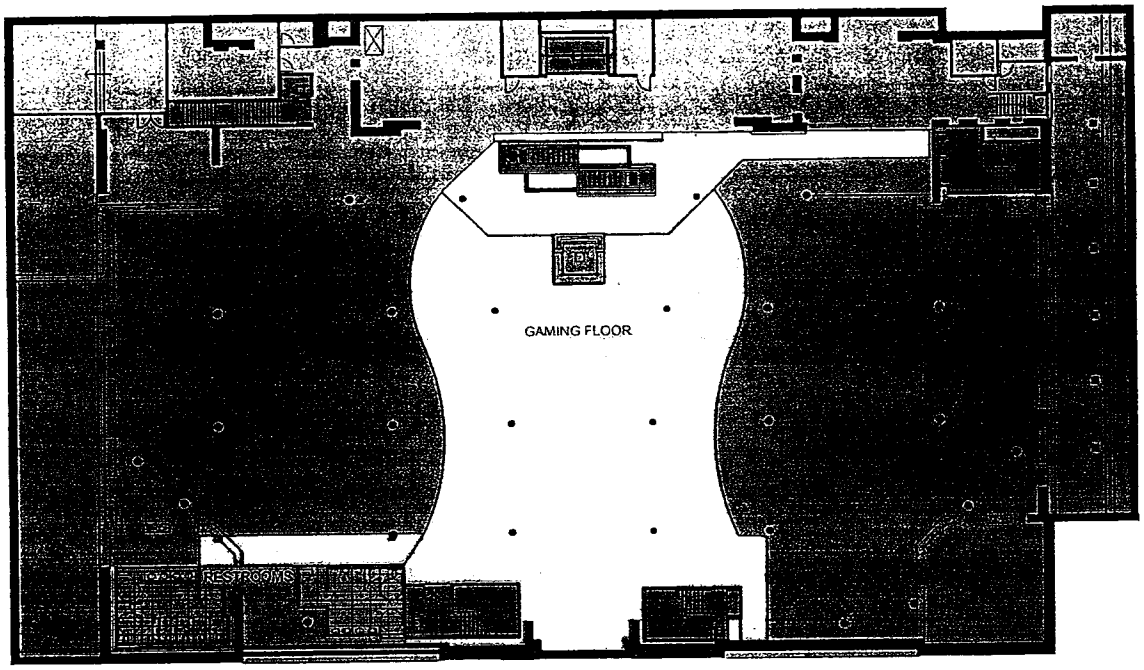


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Exhibit "D".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Temporary Project Concept Design Documents.
(Page 6 of 6)

PROPOSED FLOORPLAN - LOWER LEVEL



* Design documents are conceptual and subject to change upon further review and approval by Developer and various departments, agencies and commissions of the City.

Exhibit "E".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Form Of Casino Manager Transfer Restriction Agreement.

This Transfer Restriction Agreement ("**TRA**") is made as of this ___ day of _____, 20__, by _____limited liability company ("**Casino Manager**"), having its office at _____ to and for the benefit of the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (the "**City**"). The Casino Manager and the City shall be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. On June 28, 2019, the Governor of the State of Illinois (the "**State**") signed into law Public Act 101-0031, which public act significantly expanded gaming throughout the State by, among other things, amending the Illinois Gambling Act, 230 ILCS 10/1 et seq., as amended from time to time (the "**Act**") and authorizing the Illinois Sports Wagering Act, 230 ILCS 45/25 et seq., as amended from time to time (the "**Sports Wagering Act**").

B. _____, an Illinois limited liability company (the "**Developer**") and the City have executed that certain Host Community Agreement dated _____ ___, 20__, as the same may from time to time be amended ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain a casino, including all buildings, hotel structures, recreational or entertainment facilities, restaurants or other dining facilities, bars and lounges, retail stores or other amenities, back office facilities and improvements developed, constructed, used or maintained by Developer in connection with the casino (the "**Project**").

C. Casino Manager will be engaged by Developer to provide casino resort development and management services to Developer pursuant to the terms of a Management Agreement to be entered into between the Developer and Casino Manager, as the same may from time to time be amended ("**Management Agreement**").

D. Casino Manager, by virtue of entering into the Management Agreement with Developer, will benefit from the financial success of Developer.

E. The City is relying upon Developer and the Casino Manager in the exercise of their respective skill, judgment, reputation and discretion with respect to the Project.

F. The execution and delivery of this TRA is required under the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, Casino Manager, acknowledging that, but for the execution and delivery of this TRA, the City would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. Without first obtaining the prior written consent of the City, the Casino Manager shall not permit or engage in the following transfers (each a "**Restricted Transfer**"):

(a) consummate a sale of all or substantially all of its assets;

(b) consummate a merger or consolidation with any other corporation or entity, other than a merger or consolidation which would result in the voting securities of the Casino Manager outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into the voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of the Casino Manager or such surviving entity outstanding immediately after such merger or consolidation;

(c) liquidate all or substantially all of its assets;

(d) (i) change its ownership through a transaction or a series of related transactions, such that any person or entity is or becomes the beneficial owner, directly or indirectly, of securities in the Casino Manager representing more than fifty percent (50%) of either the combined voting power of the voting securities or the economic interests of the Casino Manager, or (ii) otherwise allow or experience a change in Control of the Casino Manager; or

(e) transfer, whether by assignment or otherwise, the Management Agreement.

2. Nothing contained in this TRA shall prevent (i) the delegation of certain duties and responsibilities regarding the Project to third parties so long as (x) such delegation is ordinary and customary in the casino industry, and (y) the Casino Manager remains the primary provider of overall services and continues to exercise ultimate operational control over the Project, (ii) a pledge or a grant of a security interest by the Casino Manager of its assets, ownership interests or its direct or indirect interest in Developer or the Management Agreement to one or more an institutional lender(s), provided that the prior written consent of the City shall be required if any such institutional lenders in the exercise of their remedies desires to affect a Restricted Transfer, and (iii) the Board from authorizing the appointment of an interim casino manager under the Act.

3. The procedure for obtaining approval of a Restricted Transfer by the City under this TRA shall be as follows:

(a) Casino Manager shall notify the City as promptly as practicable upon Casino Manager becoming aware of any Restricted Transfer or proposed Restricted Transfer. The City shall have a period of thirty (30) calendar days to consider a Restricted Transfer after a written request for approval of such Restricted Transfer has been provided to the City by the Casino Manager. If the City fails to take any action concerning a proposed Restricted Transfer within such 30-day period, the Restricted Transfer shall be deemed to have been approved. The Casino Manager shall provide the City with such information as the City may reasonably request regarding such Restricted Transfer to the extent that such information is either in possession of the Casino Manager or reasonably accessible by it. Pursuant to the request of either Party, the Casino Manager and the City agree to meet and confer during the review process to discuss any proposed Restricted Transfer.

(b) [Intentionally Omitted].

(c) In the event that the City shall withhold approval of any Restricted Transfer, such withholding of approval shall be in writing and shall set forth with reasonable specificity each of the reasons why such approval has been withheld. In the event that the Casino Manager disputes the withholding of such approval, then the Casino Manager shall have the right to invoke the dispute resolution provisions set forth in this TRA.

4. Each Party hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this TRA and consummate the transactions contemplated hereby; and

(b) the execution and delivery of this TRA and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("**Governing Instruments**") and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) does not require the approval or consent of any federal, state, county or municipal governmental authority, agency or instrumentality, including the City, State or the United States and all executive, legislative, judicial and administrative departments and bodies thereof (each a "**Governmental Authority**") having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, the Act, the Sports Wagering Act, and all laws, ordinances, statutes, executive orders, rules, zoning requirements and agreements of any Governmental Authority that are applicable to the acquisition, remediation, renovation, demolition, development, construction and operation of the

Project, including all required permits, approvals and rules, guidelines or restrictions enacted or imposed by Governmental Authorities, but only to the extent that such laws, ordinances, statutes, executive orders, zoning requirements, agreements, permits, approvals, rules, guidelines and restrictions are valid and binding on Casino Manager (the "**Government Requirements**"), agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition, financial or otherwise, or in the results of operations or business affairs of the Casino Manager and its subsidiaries, considered as one enterprise; and

(c) a true, complete and accurate copy of the Casino Manager's operating agreement dated _____ is attached hereto as Exhibit E-1.

5. Each Party covenants with the other Party as follows:

(a) none of the representations and warranties of such Party in this TRA contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein, in the light of the circumstances under which they were made, not misleading.

(b) Casino Manager shall give notice to the City promptly upon the occurrence of any Event of Default (hereinafter defined). Each notice pursuant to this subparagraph shall be accompanied by a statement setting forth details of the Event of Default referred to therein and stating what action Casino Manager proposes to take with respect thereto.

(c) the Casino Manager agrees, upon the reasonable request of the City, to do any act or execute any additional documents as may be reasonably required by the City to accomplish or further confirm the provisions of this TRA.

6. The City may declare Casino Manager to be in default under this TRA upon the occurrence of any of the following events ("**Events of Default**"):

(a) If Casino Manager fails to comply with any material covenants and agreements made by it in this TRA (other than those specifically described in any other subparagraph of this paragraph 6) and such noncompliance continues for fifteen (15) days after written notice from the City, provided, however, that if any such noncompliance is reasonably susceptible of being cured within thirty (30) days, but cannot with due diligence be cured within fifteen (15) days, and if Casino Manager commences to cure any noncompliance within said fifteen (15) days and diligently prosecutes the cure to completion, then Casino Manager shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within thirty (30) days of the first notice of such default to Casino Manager;

(b) If any representation or warranty made by Casino Manager hereunder was false or misleading in any material respect as of the time made;

(c) If any of the following events occur with respect to Casino Manager: (i) by order of a court of competent jurisdiction, a receiver, liquidator or trustee of Casino Manager or of any of the property of Casino Manager (other than non-material property and with respect to which the appointment hereinafter referred to would not materially adversely affect the financial condition of Casino Manager) shall be appointed and shall not have been discharged within ninety (90) days; (ii) a petition in bankruptcy, insolvency proceeding or petition for reorganization shall have been filed against Casino Manager and same is not withdrawn, dismissed, canceled or terminated within ninety (90) days; (iii) Casino Manager is adjudicated bankrupt or insolvent or a petition for reorganization is granted (without regard for any grace period provided for herein); (iv) if there is an attachment or sequestration of any of the property of Casino Manager and same is not discharged or bonded over within ninety (90) days; (v) if Casino Manager files or consents to the filing of any petition in bankruptcy or commences or consents to the commencement of any proceeding under the Federal Bankruptcy Code or any other law, now or hereafter in effect, relating to the reorganization of Casino Manager or the arrangement or readjustment of the debts of Casino Manager; or (vi) if Casino Manager shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver, trustee or liquidator of Casino Manager or of all or any material part of its property; or

(d) If Casino Manager ceases to do business or terminates its business for any reason whatsoever or shall cause or institute any proceeding for the dissolution of Casino Manager, unless the City has first approved a successor Casino Manager pursuant to the terms of this TRA.

7. Remedies:

(a) Upon an Event of Default, the City shall have the right if it so elects to: (i) any and all remedies available at law or in equity; or (ii) institute and prosecute proceedings to enforce in whole or in part the specific performance of this TRA by Casino Manager, or to enjoin or restrain Casino Manager from commencing or continuing said breach, or to cause by injunction Casino Manager to correct and cure said breach or threatened breach without the need to post any bond therefor. None of the remedies enumerated herein is exclusive and nothing herein shall be construed as prohibiting the City from pursuing any other remedies at law, in equity or otherwise available to it under this TRA, including seeking damages for breach of this Agreement.

(b) In the event that the City shall fail to honor any of its obligations under this TRA, the Casino Manager shall have the same remedies that the City has under paragraph 7(a) of this TRA.

(c) The rights and remedies of each Party whether provided by law or by this TRA, shall be cumulative, and the exercise by a Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by a Party shall apply to obligations beyond those expressly waived in writing.

8. If any of the provisions of this TRA, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this TRA, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this TRA shall be valid and enforceable to the fullest extent permitted by law.

9. This writing is intended by the Parties as a final expression of this TRA, and is intended to constitute a complete and exclusive statement of the terms of the agreement among the Parties. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this TRA. No amendment, modification, termination or waiver of any provision of this TRA, shall in any event be effective unless the same shall be in writing and signed by the City and Casino Manager, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver shall be implied from the City's delay in exercising or failing to exercise any right or remedy against Developer or any Restricted Party in connection with any transfer restriction imposed on Developer or any Restricted Party under the Agreement or any other Transfer Restriction Agreement.

10. Notices shall be given as follows:

(a) Any notice, demand or other communication which any Party may desire or may be required to give to any other Party hereto shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "**e-mail**") addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to City: Mayor
City of Chicago
121 N. LaSalle Street, 5th Floor
Chicago, Illinois 60602

with copies to:	Corporation Counsel City of Chicago 121 N. LaSalle Street, Room 600 Chicago, Illinois 60602
If to Casino Manager:	_____ _____ _____
with copies to:	_____ _____

(b) Any such notice, demand or communication shall be deemed delivered and effective upon the actual delivery.

11. Time is of the essence in performance of this TRA by the City and the Casino Manager.

12. The terms of this TRA shall bind and benefit the legal representatives, successors and assigns of the City and Casino Manager; provided, however, that Casino Manager may not assign this TRA, or assign or delegate any of its rights or obligations under this TRA, without the prior written consent of the City in each instance.

13. This TRA shall be governed by, and construed in accordance with, the local laws of the State without application of its law of conflicts principles.

14. Submission to Jurisdiction.

(a) The Parties expressly agree that the sole and exclusive place, status and forum of this TRA shall be the City. All actions and legal proceedings which in any way relate to this TRA shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City. It is the express intention of the Parties that the exclusive venue of all legal actions and procedures of any nature whatsoever which related in any way to this TRA shall be the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois (the "**Court**").

(b) If at any time during the Term, the Casino Manager is not a resident of the State or has no officer, director, employee, or agent thereof available for service of process as a resident of the State, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the State, the Casino Manager or its assignee hereby designates the Secretary of State of the State of Illinois, as its agent for the service of process in any court action between it and the City or arising out of or relating to this TRA and such service shall be made as provided by the laws of the State for service upon a non-resident.

15. Casino Manager acknowledges that it expects to derive a benefit as a result of the Agreement because of its relationship to Developer, and that it is executing this TRA in consideration of that anticipated benefit.

CITY OF CHICAGO, ILLINOIS, a municipal corporation

By:_____
Its:_____

_____limited liability company

By:_____
Its:_____

Exhibit "F".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Form Of Restricted Party Transfer Restriction Agreement. [1]

This Transfer Restriction Agreement ("**TRA**") is made as of this ___ day of _____, 20__, by _____("**Restricted Party**"), having its office at _____ to and for the benefit of the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (the "**City**"). The Restricted Party and the City shall be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. On June 28, 2019, the Governor of the State of Illinois signed into law Public Act 101-0031, which public act significantly expanded gaming throughout the State by, among other things, amending the Illinois Gambling Act, 230 ILCS 10/1 et seq., as amended from time to time and authorizing the Illinois Sports Wagering Act, 230 ILCS 45/25 et seq., as amended from time to time.

B. Bally's Chicago Operating Company, LLC, an Illinois limited liability company (the "**Developer**"), and the City have executed that certain Host Community Agreement dated _____ ___, 2022, as the same may from time to time be amended ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain a casino, including all buildings, hotel structures, recreational or entertainment facilities, restaurants or other dining facilities, bars and lounges, retail stores or other amenities, back office facilities and improvements developed, constructed, used or maintained by Developer in connection with the casino (the "**Project**").

C. Casino Manager will be engaged by Developer to provide casino resort development and management services to Developer pursuant to the terms of a Management Agreement to be entered into between the Developer and Casino Manager, as the same may from time to time be amended ("**Management Agreement**").

D. The Restricted Party, as a direct or indirect owner of Developer or the Casino Manager who is not a Passive Investor as defined in the Agreement, will benefit from the financial success of Developer or Casino Manager.

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1 Certain provisions of this Agreement will need to be modified for the Restricted Parties who are individuals.

E. The City is relying upon Developer or the Casino Manager and the Restricted Party and their respective subsidiaries in the exercise of their respective skill, judgment, reputation and discretion with respect to the Project.

F. The execution and delivery of this TRA is required under the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, the Restricted Party, acknowledging that, but for the execution and delivery of this TRA, the City would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. Without first obtaining the prior written consent of the City, the Restricted Party shall not, whether by operation of law or otherwise, take action within its control to effect or consent to the following transfers (each a "**Restricted Transfer**"):

(a) consummate a sale, transfer or assignment of all or substantially all of its assets or its Direct or Indirect Interest in the Developer or Casino Manager;

(b) consummate a merger or consolidation with any other corporation or entity, other than a merger or consolidation which would result in the voting securities of the Restricted Party outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into the voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of the Restricted Party or such surviving entity outstanding immediately after such merger or consolidation;

(c) liquidate all or substantially all of its assets or its ownership interest in the Developer or Casino Manager; or

(d) change its ownership through a transaction or a series of related transactions, such that any person or entity is or becomes the beneficial owner, directly or indirectly, of securities in the Restricted Party representing more than fifty percent (50%) of the combined voting power of the voting securities of the Restricted Party.

Notwithstanding any provision to the contrary set forth in this TRA, this TRA shall terminate in the event that (i) Developer or Casino Manager or its successor(s) successfully completes an initial public offering of its securities so that it becomes a Publicly Traded Corporation and its securities are traded on NASDAQ or the New York Stock Exchange, or (ii) Restricted Party ceases to be a Restricted Party.

A Restricted Party other than an institutional investor, institutional lender of Developer or Casino Manager, or a Publicly Traded Corporation shall (i) place a legend on its ownership

certificate, if any, or include in its organizational documents, a transfer restriction requiring the owners of such Restricted Party to comply with the terms of this TRA, and (ii) either enforce such provision or acknowledge that the City is a third party beneficiary of such provision and may enforce such provision in its own name.

2. Nothing contained in this TRA shall prevent a (i) Restricted Transfer (other than a transfer by Bally's Corporation or a subsidiary or other Person Controlled by Bally's Corporation of its Direct or Indirect Interest in the Developer or Casino Manager to a Person not a subsidiary of Bally's Corporation) to a Permitted Transferee (hereinafter defined); or (ii) pledge or grant of a security interest by the Restricted Party of its Direct or Indirect Interest in or assets of Developer or Casino Manager to one or more institutional lenders or investors or their agents or representatives (all of the foregoing, a "**Lender Parties**"), *provided* that the prior written consent of the City shall be required if any such Lender Parties in the exercise of their remedies desires to effect a Restricted Transfer to a person or entity that would not be a Permitted Transferee; or (iii) complying with an order of the Board requiring a Restricted Transfer to be consummated. For purposes of this Agreement, a "**Permitted Transferee**" shall mean any of the following:

(a) a Restricted Party's spouse, child, brother, sister or parent ("**Family Members**");

(b) an entity whose beneficial owners consist solely of the Restricted Party or Family Members of the Restricted Party;

(c) another Restricted Party (as defined in the Agreement) or a beneficial owner of the Restricted Party if the Restricted Party is an entity;

(d) a person or entity who (a) does not, at the time of the transfer, manage, operate or have more than a ten percent (10%) ownership interest in any casino property (other than the Project) that is located within the Restricted Area, and (b) (x) will not, as a result of such Restricted Transfer, be a Restricted Party (as defined in the Agreement) or (y) if such person or entity will as a result of such Restricted Transfer be a Restricted Party (as defined in the Agreement) , such person or entity shall be required to execute a TRA in favor of the City;

(e) if the ownership interests subject to the applicable transfer are securities of a Publicly Traded Corporation, a person or entity who acquires such ownership interests in an open market transactions over a national securities exchange or in an underwritten public offering;

(f) a Publicly Traded Corporation engaged in the business of owning, operating or managing casino properties and such Publicly Traded Corporation does not, at the time of the transfer, own, manage, operate or have financial interest in any Restricted Activity

(as defined in the Agreement) that is located within the Restricted Area (as defined in the Agreement);

(g) the issuer of the ownership interests subject to the applicable transfer; or

(h) any person or entity provided such person or entity does not, at the time of the transfer, manage, operate or have more than a ten percent (10%) ownership interest in any casino property (other than the Project) that is located within the Restricted Area.

3. The procedure for obtaining approval of a Restricted Transfer by the under this TRA shall be as follows:

(a) The Restricted Party shall notify the City as promptly as practicable upon the Restricted Party becoming aware of any Restricted Transfer or proposed Restricted Transfer. The City shall have a period of thirty (30) calendar days to consider a Restricted Transfer after a written request for approval of such Restricted Transfer has been provided to the City by the Restricted Party. If the City fails to take any action concerning a proposed Restricted Transfer within such 30-day period, the Restricted Transfer shall be deemed to have been approved. The Restricted Party shall provide the City with such information as the City may reasonably request regarding such Restricted Transfer to the extent that such information is either in possession of the Restricted Party or reasonably accessible to it. Pursuant to the request of either Party, the Restricted Party and the City agree to meet and confer during the review process to discuss any proposed Restricted Transfer.

(b) [Intentionally Omitted.]

(c) In the event that the City shall withhold approval of any Restricted Transfer, such withholding of approval shall be in writing and shall set forth with reasonable specificity each of the reasons why such approval has been withheld. In the event that the Restricted Party disputes the withholding of such approval, then the Restricted Party shall have the right to invoke the dispute resolution provisions set forth in this TRA.

4. Each Party hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this TRA and consummate the transactions contemplated hereby;

(b) the execution and delivery of this TRA and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("**Governing Instruments**") and the laws of the jurisdiction of its formation; (2)

create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) do not require the approval or consent of any federal, state, county or municipal governmental authority, agency or instrumentality, including the City, State or the United States and all executive, legislative, judicial and administrative departments and bodies thereof (each a "**Governmental Authority**") having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, the Act, the Sports Wagering Act, and all laws, ordinances, statutes, executive orders, rules, zoning requirements and agreements of any Governmental Authority that are applicable to the acquisition, remediation, renovation, demolition, development, construction and operation of the Project, including all required permits, approvals and rules, guidelines or restrictions enacted or imposed by Governmental Authorities, but only to the extent that such laws, ordinances, statutes, executive orders, zoning requirements, agreements, permits, approvals, rules, guidelines and restrictions are valid and binding on Casino Manager (the "**Government Requirements**"), agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition financial or otherwise, or in the results of operations or business; and

(c) a true, complete and accurate copy of the Restricted Party's operating agreement dated _____ is attached hereto as Exhibit F-1.

5. Each Party covenants with the other Party as follows:

(a) none of the representations and warranties of such Party in this TRA contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein not misleading.

(b) the Restricted Party shall give notice to the City promptly upon the occurrence of any Event of Default (hereinafter defined). Each notice pursuant to this subparagraph shall be accompanied by a statement setting forth details of the Event of Default referred to therein and stating what action the Restricted Party proposes to take with respect thereto.

(c) the Restricted Party agrees, upon the reasonable request of the City, to do any act or execute any additional documents as may be reasonably required by the City to accomplish or further confirm the provisions of this TRA.

6. The City may declare the Restricted Party to be in default under this TRA upon the occurrence of any of the following events ("**Events of Default**").

(a) If the Restricted Party fails to comply with any covenants and agreements made by it in this TRA (other than those specifically described in any other subparagraph of this paragraph 6) and such noncompliance continues for thirty (30) days after written notice from the City, provided, however, that if any such noncompliance is reasonably susceptible of being cured within sixty (60) days, but cannot with due diligence be cured within thirty (30) days, and if the Restricted Party commences to cure any noncompliance within said thirty (30) days and diligently prosecutes the cure to completion, then the Restricted Party shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within sixty (60) days of the first notice of such default to the Restricted Party;

(b) If any representation or warranty made by the Restricted Party hereunder was false or misleading in any material respect as of the time made;

(c) If any of the following events occur with respect to the Restricted Party: (i) by order of a court of competent jurisdiction, a receiver, liquidator or trustee of the Restricted Party or of any of the property of the Restricted Party (other than non-material property and with respect to which the appointment hereinafter referred to would not materially adversely affect the financial condition of the Restricted Party) shall be appointed and shall not have been discharged within ninety (90) days; (ii) a petition in bankruptcy, insolvency proceeding or petition for reorganization shall have been filed against the Restricted Party and same is not withdrawn, dismissed, canceled or terminated within ninety (90) days; (iii) the Restricted Party is adjudicated bankrupt or insolvent or a petition for reorganization is granted (without regard for any grace period provided for herein); (iv) if there is an attachment or sequestration of any of the property of the Restricted Party and same is not discharged or bonded over within ninety (90) days; (v) if the Restricted Party files or consents to the filing of any petition in bankruptcy or commences or consents to the commencement of any proceeding under the Federal Bankruptcy Code or any other law, now or hereafter in effect, relating to the reorganization of the Restricted Party or the arrangement or readjustment of the debts of the Restricted Party; or (vi) if the Restricted Party shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver, trustee or liquidator of the Restricted Party or of all or any material part of its property; or

(d) If the Restricted Party ceases to do business or terminates its business for any reason whatsoever or shall cause or institute any proceeding for the dissolution of the

Restricted Party, in each case other than as part of a Restricted Transfer to a Permitted Transferee, unless the City has first approved the Restricted Party's successor pursuant to the terms of this TRA.

7. Remedies:

(a) Upon an Event of Default, the City shall have the right if it so elects to: (i) any and all remedies available at law or in equity; or (ii) institute and prosecute proceedings to enforce in whole or in part the specific performance of this TRA by the Restricted Party, or to enjoin or restrain the Restricted Party from commencing or continuing said breach, or to cause by injunction the Restricted Party to correct and cure said breach or threatened breach without the need to post any bond therefor. None of the remedies enumerated herein is exclusive and nothing herein shall be construed as prohibiting the City from pursuing any other remedies at law, in equity or otherwise available to it under this TRA, including seeking damages for breach of this Agreement.

(b) In the event that the City shall fail to honor any of its obligations under this TRA, the Restricted Party shall have the same remedies that the City has under paragraph 7(a) of this TRA.

(c) The rights and remedies of each Party whether provided by law or by this TRA, shall be cumulative, and the exercise by a Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by a Party shall apply to obligations beyond those expressly waived in writing.

8. If any of the provisions of this TRA, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this TRA, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this TRA shall be valid and enforceable to the fullest extent permitted by law.

9. This writing is intended by the Parties as a final expression of this TRA, and is intended to constitute a complete and exclusive statement of the term of the agreement among the Parties. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parole evidence of any nature, shall be used to supplement or modify the terms of this TRA. No amendment, modification, termination or waiver of any provision of this TRA, shall in any event be effective unless the same shall be in writing and signed by the City and the Restricted Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver shall be implied from the City's delay in exercising or failing to exercise any right or remedy against Developer or any Restricted Party in connection with any transfer

restriction imposed on Developer or any Restricted Party under the Agreement or under any other Transfer Restriction Agreement.

10. Notices shall be given as follows:

(a) Any notice, demand or other communication which any Party may desire or may be required to give to any other Party shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "**e-mail**") addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to City:	Mayor City of Chicago 121 N. LaSalle Street, 5th Floor Chicago, Illinois 60602
with copies to:	Corporation Counsel City of Chicago 121 N. LaSalle Street, Room 600 Chicago, Illinois 60602
If to the Restricted Party:	_____ _____ _____ _____
with copies to:	_____ _____ _____

(b) Any such notice, demand or communication shall be deemed delivered and effective upon actual delivery.

11. [Intentionally Omitted].

12. The terms of this TRA shall bind and benefit the legal representatives, successors and assigns of the City and the Restricted Party; provided, however, that, other than as part of a Restricted Transfer to a Permitted Transferee, the Restricted Party may not assign this TRA, or assign or delegate any of its rights or obligations under this TRA, without the prior written consent of the City in each instance.

13. This TRA shall be governed by, and construed in accordance with, the local laws of the State without application of its law of conflicts principles.

14. Submission to Jurisdiction

(a) The Parties expressly agree that the sole and exclusive place, status and forum of this TRA shall be the City. All actions and legal proceedings which in any way relate to this TRA shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City. It is the express intention of the Parties that the exclusive venue of all legal actions and procedures of any nature whatsoever which related in any way to this TRA shall be the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois (the "**Court**").

(b) If at any time during the Term, the Restricted Party is not a resident of the State or has no officer, director, employee, or agent thereof available for service of process as a resident of the State, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the State, Restricted Party or its assignee hereby designates the Secretary of State of the State of Illinois, as its agent for the service of process in any court action between it and the City or arising out of or relating to this TRA and such service shall be made as provided by the laws of the State for service upon a non-resident.

15. The Restricted Party acknowledges that it expects to derive a benefit as a result of the Agreement because of its relationship to Developer or Casino Manager, and that it is executing this TRA in consideration of that anticipated benefit.

CITY OF CHICAGO, ILLINOIS, a municipal corporation

By:_____
Its:_____

_____, a _____

By:_____
Its:_____

Exhibit "G".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Form Of Closing Certificate.

Pursuant to Section 2.3 of that certain Host Community Agreement dated as of _____ ___, 2022 (the "**Agreement**"), by and among the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (the "**City**") and _____, an Illinois limited liability company (the "**Developer**"), the Developer hereby certifies to the City that:

(a) Certificate of Legal Existence. Attached hereto as "**Exhibit A**" is a true, correct and complete copy of the Articles of Organization of the Developer, together with any and all amendments thereto, as on file with the any and all amendments thereto, as on file with the Illinois Secretary of State, and no action has been taken to amend, modify or repeal such Articles of Organization, the same being in full force and effect in the attached form as of the date hereof.

(b) Limited Liability Agreement. Attached hereto as "**Exhibit B**" is a true, correct and complete copy of the Developer's limited liability agreement, together with any and all amendments thereto.

(c) Resolutions. Attached hereto as "**Exhibit C**" is a true and correct copy of the resolutions approving the execution, delivery and performance of the obligations of the Developer under the Agreement that have been duly adopted at a meeting of, or by the written consent of, the [managers/members of] Developer, and none of such resolutions have been amended, modified, revoked or rescinded in any respect since their respective dates of execution, and all of such resolutions are in full force and effect on the date hereof in the form adopted.

(d) Incumbency. Attached hereto as "**Exhibit D**" is an incumbency certificate of the managers of the Developer, which individuals are duly elected, qualified and acting managers of the Developer, each such individual holding the office(s) set forth opposite his or her respective name as of the date hereof, and the signature set forth beside the respective name as of the date hereof, and the signature set forth beside the respective name and title of said managers and authorized signatories are true, authentic signatures.

(e) Certificate of Good Standing. Attached hereto as "**Exhibit E**" are original certificates dated as of a recent date from the Illinois Secretary of State or other appropriate authority of each jurisdiction in which the Developer was, respectively, incorporated or qualified to do business, such certificate evidencing the good standing of the Developer in such jurisdictions.

Dated as of: _____, 20__

[Insert Signature Block]

[(Sub)Exhibits "A", "B", "C", "D" and "E" referred to in this Form of Closing Certificate unavailable at time of printing.]

Exhibit "H".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

*Form Of Release.**

This Release ("**Release**") is made as of this ___ day of _____, 20__, by _____, a _____ (the "**Releasor**"), having its office at _____ to and for the benefit of the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (the "**City**").

RECITALS

A. _____ and the City have executed that certain Host Community Agreement dated _____ __, 20__, as the same may from time to time be amended ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Releasor has agreed to develop, construct, operate and maintain the Project.

B. The execution and delivery of this Release is required under the terms of the Agreement.

* Separate forms modified as appropriate to be signed by Developer, and all direct or indirect owners of Developer.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, Releasor acknowledging that, but for the execution and delivery of this Release, the City would not have entered into the Agreement with Releasor, hereby covenants and agrees as follows:

1. The Releasor and its successors and assigns, and on behalf of its subsidiaries and their successors and assigns, hereby release: (i) the City including its City Counsel, Corporation Counsel, all departments, agencies and commissions thereof; (ii) Taft Stettinius & Hollister LLP; and (iii) their respective elected and appointed officials, principals, agents, subcontractors, consultants, attorneys, advisors, employees, officers, directors and members of the City's casino evaluation team (the "**Releasees**"), and hold each of them harmless from any damages, claims, rights, liabilities, or causes of action, which the Releasor ever had, now has, may have or claim to have, in law or in equity, against any or all of the Releasees, arising out of or directly or indirectly related to the (i) selection and evaluation of its development proposal and related submissions; (ii) negotiation of the Agreement between the City and the Releasor; or (iii) any matters pending or coming before the Board (the "**Released Matters**"). This Release specifically excludes any liability arising from any fraud or intentional misrepresentation of the Releasees.

2. The Releasor and its successors and assigns, and on behalf of its subsidiaries and assigns will not ever institute any action or suit at law or in equity against any Releasee, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any of the Released Matters.

3. Releasor hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this Release;

(b) the execution and delivery of this Release: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("**Governing Instruments**"), and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) do not require the approval or consent of any Governmental Authority having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, any Government Requirements, agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such

violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition, financial or otherwise, or in the results of operations or business affairs of the Releasor and its subsidiaries, considered as one enterprise.

4. If any of the provisions of this Release, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Release, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Release shall be valid and enforceable to the fullest extent permitted by law.

5. No amendment, modification, termination or waiver of any provision of this Release, shall in any event be effective unless the same shall be in writing and signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

6. This Release shall be governed by, and construed in accordance with, the local laws of the State without application of its law of conflicts principles.

7. Submission to Jurisdiction

(a) It is the express intention of the Releasor and the City that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Release shall be filed in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois (the "**Court**").

(b) If Releasor is not a resident of the State or has no officer, director, employee, or agent thereof available for service of process as a resident of the State, Releasor hereby designates the Secretary of State of the State of Illinois, as its agent for the service of process in any court action between it and the City or arising out of or relating to this Release and such service shall be made as provided by the laws of the State for service upon a non-resident.

[Insert signature block]

Exhibit "I".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Types And Amounts Of Insurance.

Type of Coverage	**Policy Limit**	**Coverage Requirements**
Commercial General Liability	$2,000,000, per occurrence $2,000,000, personal and advertising injury aggregate	All operations (including products/completed operations, personal injury, and advertising), blanket contractual and covering all equipment used in performance of this Agreement (whether owned, rented or borrowed) with combined single limits for broad form property damage and bodily injury (including death). This coverage shall include broad form contractual liability coverage.
Excess/Umbrella Liability	$5,000,000, per occurrence/aggregate limit	Follow form Commercial General and Automobile Liability.
Property Insurance	"All Risk"	Fire and extended coverage insurance, including earthquake, flood, terrorism, and business interruption covering loss and/or damage to the Project, in the amount of the full replacement value thereof.
Workers Compensation Employers Liability	Statutory limits $1,000,000, per accident/disease, per employee	Workers compensation as required by Illinois statutory limits covering all of Developer's personnel performing work in connection with the Agreement.
Automobile Liability	$1,000,000 combined single limit/per accident	For loss due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased.

Exhibit "J".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Form Of Estoppel Certificate.

[DATE]

[Name of Financial Institution] ("Addressee")
[Address of Financial Institution]
Attn:_____

Re: Host Community Agreement between the City of Chicago, Illinois and _____, an Illinois limited liability company (the "**Developer**"), dated _____ __, 20__ (the "**Agreement**")

Ladies and Gentlemen:

The undersigned, the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois ("**City**"), provides this Estoppel Certificate ("**Certificate**") to you with respect to those matters and only those matters set forth herein concerning the above-referenced Agreement:

As of the date of this Certificate, the undersigned hereby certifies that to the undersigned's actual knowledge:

1. Attached hereto as Exhibit A is a true, accurate, and complete copy of the Agreement. The Agreement has not been amended except as set forth in Exhibit A.

2. The Agreement has not been terminated or canceled. The City has/has not sent to Developer notice in accordance with the terms of the Agreement alleging that the Developer is in default under the Agreement. **[If a notice has been sent, a copy is attached].**

3. The City has/has not received notice from Developer in accordance with the terms of the Agreement alleging that the City is in default under the Agreement. **[If a notice has been sent, a copy is attached].**

4. The Closing Date, as such term is defined in the Agreement, **[occurred, _____/has not occurred].**

Notwithstanding the representations herein, in no event shall this Certificate subject the City to any liability whatsoever, despite the negligent or otherwise inadvertent failure of the City to disclose correct or relevant information, or constitute a waiver with respect to any act of Developer for which approval by the City was required but not sought or obtained, provided that, as between the City and Addressee, the City shall be estopped from denying the accuracy of this Certificate. No party other than Addressee shall have the right to rely on this Certificate. In no event shall this Certificate amend or modify the Agreement, and the City shall not be estopped from denying the accuracy of this Certificate as between the City and any party other than the Addressee.

Name:_____

in his/her capacity as _____
of the City of Chicago, Illinois

Exhibit "K".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Form Of Restricted Party Radius Restriction Agreement.[1]

This Radius Restriction Agreement ("**RRA**") is made as of this ___ day of _____, 20__, by _____ (the "**Restricted Party**"), having its office at _____ to and for the benefit of the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (the "**City**"). Restricted Party and the City shall be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. _____, LLC, an Illinois limited liability company (the "**Developer**"), and the City have executed that certain Host Community Agreement dated _____, 20__, as the same may from time to time be amended ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain the Project.

1 Certain provisions of this Agreement will need to be modified for the Restricted Parties who are individuals.

B. The Restricted Party, as an indirect owner of Developer who is not a Passive Investor, will benefit from the financial success of Developer.

C. The execution and delivery of this RRA is required under the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, the Restricted Party, acknowledging that, but for the execution and delivery of this RRA, the City would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. The Restricted Party shall not itself, directly or indirectly, nor permit any of its subsidiaries or any Persons controlled by it, directly or indirectly, to: (i) manage, operate or become financially interested in any casino, whether land based or riverboat, or in any other establishment at which Gambling Games or historical horse racing are authorized (a "**Restricted Activity**"), within the Restricted Area other than the Project; (ii) make application for any franchise, permit or license to manage or operate any Restricted Activity within the Restricted Area other than the Project; or (iii) respond positively to any request for proposal to develop, manage, operate or become financially interested in any Restricted Activity within the Restricted Area (the "**Radius Restriction**") other than the Project.

2. It is the desire of the Parties that the provisions of this RRA be enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any particular portion of this RRA shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any Party or circumstance shall be adjudicated to be prohibited by or invalidated by such laws or public policies, such section or sections shall be (i) deemed amended to delete therefrom such portions so adjudicated or (ii) modified as determined appropriate by such a court, such deletions or modifications to apply only with respect to the operation of such section or sections in the particular jurisdictions so adjudicating on the Parties and under the circumstances as to which so adjudicated.

3. The Restricted Party hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this RRA and consummate the transactions contemplated hereby; and

(b) the execution and delivery of this RRA and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("**Governing Instruments**") and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms

hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) do not require the approval or consent of any Governmental Authority having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, any Government Requirements, agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition financial or otherwise, or in the results of operations or business affairs of the Restricted Party and its subsidiaries, considered as one enterprise.

4. The Restricted Party covenants with the City as follows:

(a) none of the representations and warranties in this RRA contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein not misleading;

(b) the Restricted Party shall give notice to the City promptly upon the occurrence of any Event of Default. Each notice pursuant to this subparagraph shall be accompanied by a statement setting forth details of the Event of Default referred to therein and stating what action Related Party proposes to take with respect thereto; and

5. The City may declare the Restricted Party to be in default under this RRA upon the occurrence of any of the following events (each, an "**Event of Default**"):

(a) If the Restricted Party fails to comply with any covenants and agreements made by it in this RRA and such noncompliance continues for thirty (30) days after written notice from the City, provided, however, that if any such noncompliance is reasonably susceptible of being cured within sixty (60) days, but cannot with due diligence be cured within thirty (30) days, and if the Restricted Party commences to cure any noncompliance within said thirty (30) days and diligently prosecutes the cure to completion, then the Restricted Party shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within sixty (60) days of the first notice of such default to the Restricted Party; and

(b) If any representation or warranty made by the Restricted Party hereunder was false or misleading in any material respect as of the time made.

6. Remedies:

(a) Upon an Event of Default, the City shall have the right if it so elects to: (i) any and all remedies available at law or in equity; or (ii) institute and prosecute proceedings to enforce in whole or in part the specific performance of this RRA by the Restricted Party, or to enjoin or restrain the Restricted Party from commencing or continuing said breach, or to cause by injunction the Restricted Party to correct and cure said breach or threatened breach without the need to post any bond therefor. None of the remedies enumerated herein is exclusive and nothing herein shall be construed as prohibiting the City from pursuing any other remedies at law, in equity or otherwise available to it under this RRA, including seeking damages for breach of this Agreement.

(b) The rights and remedies of the City whether provided by law or by this RRA, shall be cumulative, and the exercise by the City of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by the City shall apply to obligations beyond those expressly waived in writing.

7. If any of the provisions of this RRA, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this RRA, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this RRA shall be valid and enforceable to the fullest extent permitted by law.

8. This writing is intended by the Parties as a final expression of this RRA, and is intended to constitute a complete and exclusive statement of the term of the agreement among the Parties. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this RRA. No amendment, modification, termination or waiver of any provision of this RRA, shall in any event be effective unless the same shall be in writing and signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver shall be implied from the City's delay in exercising or failing to exercise any right or remedy against Developer or any Restricted Party in connection with any radius restriction imposed on Developer or any Restricted Party under the Agreement or under any other Radius Restriction Agreement.

9. Notices shall be given as follows:

(a) Any notice, demand or other communication which any Party may desire or may be required to give to any other Party hereto shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "**e-mail**") addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to City:	Mayor City of Chicago 121 N. LaSalle Street, 5th Floor Chicago, Illinois 60602
with copies to:	Corporation Counsel City of Chicago 121 N. LaSalle Street, Room 600 Chicago, Illinois 60602
If to the Restricted Party:	_____ _____ _____
with copies to:	_____ _____ _____

(b) Any such notice, demand or communication shall be deemed delivered and effective upon actual delivery.

10. [Intentionally Omitted].

11. The terms of this RRA shall bind and benefit the legal representatives, successors and assigns of the City and the Restricted Party.

12. This RRA shall be governed by, and construed in accordance with, the local laws of the State without application of its law of conflicts principles.

13. Submission to Jurisdiction

(a) The Parties expressly agree that the sole and exclusive place, status and forum of this RRA shall be the City. All actions and legal proceedings which in any way relate to this RRA shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City. It is the express intention of the Parties that the exclusive venue of all legal actions and procedures of any nature whatsoever which related in any way to this RRA shall be the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois (the "**Court**").

(b) If at any time during the Term, the Restricted Party is not a resident of the State or has no officer, director, employee, or agent thereof available for service of process as a resident of the State, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the State, the Restricted Party or its assignee hereby designates the Secretary of State of the State of Illinois, as its agent for the service of process in any court action between it and the City or arising out of or relating to this RRA and such service shall be made as provided by the laws of the State for service upon a non-resident.

14. The Restricted Party acknowledges that it expects to derive a benefit as a result of the Agreement to Developer because of its relationship to Developer, and that it is executing this RRA in consideration of that anticipated benefit.

CITY OF CHICAGO, ILLINOIS, a municipal corporation

By:_____

Its:_____

[insert other signature blocks]

Exhibit "L".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Form Of Notice Of Agreement.

THIS INSTRUMENT WAS
PREPARED BY AND AFTER
RECORDING MAIL TO:

Corporation Counsel
City of Chicago
121 N. LaSalle Street, Room 600
Chicago, IL 60602

NOTICE OF AGREEMENT

THIS NOTICE OF AGREEMENT (this "**Notice**"), dated as of the ___ day of _____, 20__, is made by and among the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (the "**City**"), and _____, LLC, an Illinois limited liability company (the "**Developer**").

RECITALS

A. The City and the Developer entered into that certain Host Community Agreement dated _____, 20__, (the "**Agreement**") which sets forth their mutual rights and obligations with respect to the development, construction and operation of a destination resort casino complex (the "**Project**"); and

B. The City and Developer desire to set forth certain terms and provisions contained in the Agreement in this Notice for recording purposes.

NOW, THEREFORE, for and in consideration of the premises and the covenants and conditions set forth in the Agreement, the City and Developer do hereby covenant, promise and agree as follows. Capitalized terms not otherwise defined herein shall be defined as provided in the Agreement.

1. Developer has enforceable rights to acquire the Project Site (as hereinafter described) on which the Project is to be developed, constructed and operated.

2. A description of the Project Site is attached hereto as Exhibit 1 and by this reference made a part hereof.

3. The Project and its operations are subject to the terms and conditions set forth in the Agreement, including but not limited to the following restrictions:

(a) If any interest of Developer is Transferred by reason of any foreclosure, trustee's deed or any other proceeding for enforcement of any mortgage recorded against the Project Site, then the holder of such mortgage (the "**Mortgagee**") (or any nominee of the Mortgagee) shall immediately upon such Transfer assume the obligations of the Developer under the Agreement, except those which by their nature cannot be performed or cured by any person other than the Developer;

(b) Developer shall not directly or indirectly, through one or more intermediary companies, engage in or permit any Transfer of the Project, the Project Site or any ownership interest therein other than a Permitted Transfer (as defined in the Agreement); and

(c) Developer has acknowledged and agreed in the Agreement that the obligations that Developer is to perform under the Agreement for the City's benefit are personal in nature. The City is relying upon all Restricted Parties in the exercise of their respective skill, judgement, reputation and discretion with respect to the Project. Any Transfer by a Restricted Party of (x) any ownership interest in any Restricted Party shall be subject to the rules and restrictions set forth in the respective Transfer Restriction Agreement, which Developer shall cause each Restricted Party, as requested by the City, to execute and deliver to the City.

CITY OF CHICAGO, ILLINOIS, a municipal corporation

By:_____

Its:_____

_____**, LLC, an Illinois limited liability company**

By:_____

Its:_____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ of _____, a _____, whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that as such _____ s/he signed and delivered the said Instrument of writing as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____, 20__.

_____
Notary Public

My Commission Expires:

_____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ of The City of Chicago, Illinois, a municipal corporation, whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that as such _____ s/he signed and delivered the said Instrument of writing as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____, 20__.

_____
Notary Public

My Commission Expires:

_____

[INSERT LEGAL DESCRIPTION AS EXHIBIT 1 BEFORE RECORDING]

Exhibit "M".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Permanent Exceptions.

Schedule B Part II Exceptions.

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**

2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**

3. **Easements, or claims of easements, not shown by the Public Records.**

4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**

5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**

6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically**

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

C 8. Note for additional information: the County Recorder requires that any documents presented for recording contain the following information:
A. The name and address of the party who prepared the document;
B. The name and address of the party to whom the document should be mailed after recording;
C. All permanent real estate tax index numbers of any property legally described in the document;
D. The address of any property legally described in the document;
E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
F. Any deeds conveying unsubdivided land, or, portions of subdivided and, may need to be accompanied by a properly executed "plat act affidavit."

In addition, please note that the certain municipalities located in the County have enacted transfer tax ordinances. To record a conveyance of land located in these municipalities, the requirements of the transfer tax ordinances must be met. A conveyance of property in these cities may need to have the

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appropriate transfer tax stamps affixed before it can be recorded.

This exception will not appear on the policy when issued.

G 9.

1. Taxes for the year(s) 2021
2021 taxes are not yet due or payable.

1A. Note: 2020 first installment was due March 2, 2021
Note: 2020 final installment was due October 1, 2021

Perm tax#	Pcl	Year	1st Inst	Stat	2nd Inst	Stat
17-09-100-004-0000	1 of 12	2020	$28,821.95	Paid	$29,282.49	Paid
This tax number affects part of PIQ and no other property.						
17-09-100-006-0000	2 of 12	2020	$46,370.75	Paid	$47,111.65	Paid
This tax number affects part of PIQ and no other property.						
17-09-100-009-0000	3 of 12	2020	$13,192.92	Paid	$13,403.72	Paid
This tax number affects part of PIQ and no other property.						
17-09-100-015-0000	4 of 12	2020	$87,361.20	Paid	$88,757.00	Paid
This tax number affects part of PIQ and no other property.						
17-09-100-017-0000	5 of 12	2020	$68,886.52	Paid	$69,987.12	Paid
This tax number affects part of PIQ and no other property.						
17-09-100-018-0000	6 of 12	2020	$531,213.51	Paid	$539,700.95	Paid
This tax number affects part of PIQ and no other property.						
17-09-100-020-0000	7 of 12	2020	$905.01	Paid	$919.49	Paid
This tax number affects part of PIQ and no other property.						
17-09-100-021-0000	8 of 12	2020	$7,732.82	Paid	$7,856.32	Paid
This tax number affects part of PIQ and no other property.						
17-09-100-022-0000	9 of 12	2020	$14,379.37	Paid	$14,609.17	Paid
This tax number affects part of PIQ and no other property.						
17-09-100-026-0000	10 of 12	2020	$24,425.87	Paid	$24,816.11	Paid
This tax number affects part of PIQ and no other property.						
17-09-112-008-0000	11 of 12	2020	$51,394.72	Paid	$52,215.89	Paid
This tax number affects part of PIQ and no other property.						
17-09-112-009-0000	12 of 12	2020	Not Billed		Not Billed	
This tax number affects part of PIQ and no other property.						

Perm tax# 17-09-112-009-0000 Pcl 12 of 12 Volume 590

As returned in Schedule A of railroad warrants by Chicago And Northwestern railroad(s). Town of West Chicago.
Year(s) 2016 and prior satisfied

I 10. Note: With regard to parcel 12 of 12, 17-09-112-009, said tax parcel remains on the Railroad Warrants despite having been the South part of 2nd Parcel (Parcel B Therein) of the deed from Chicago and

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Northwestern Railroad to Chicago Tribune Company recorded in 1972 as Document 22151487 of that portion of Parcel B described on Schedule A. Said conveyance had no vertical limitation. This should be corrected with the Cook County Assessors Office and this commitment is subject to such further exceptions as may be deemed necessary.

J 11. The following described portion of the Land apparently is not *Separately* assessed, for General Real Estate Taxes for the year(s) 2020 and prior.

That part of the air rights Parcels C, H, E, G and L which are not part of the 32 foot strips acquired in 1980 Deed 25470402.

Parcel O - that part of the 32 foot strip falling that part of Erie Street which is not vacated.

This commitment/policy is subject to said taxes.

D 12. Note: The land lies within a county which is subject to the Predatory Lending Database Act (765 ILCS 77/70 et seq. as amended). A Certificate of Compliance with the act or a Certificate of Exemption therefrom must be obtained at time of closing in order for the Company to record any insured mortgage. If the closing is not conducted by the company, a certificate of compliance or a certificate of exemption must be attached to any mortgage to be recorded.

Note: for Cook, Kane, Will and Peoria counties, the act applies to mortgages recorded on or after July 1, 2010.

AQ 13. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

B 14. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

A 15. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.

H 16. Due to office closures in place or that might occur, we should be provided with our standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment. Note: Due to office closures related to covid-19 we may be temporarily unable to record documents in the normal course of business.

L 17. Municipal Real Estate Transfer tax stamps (or proof of exemption) must accompany any conveyance and certain other transfers of property located in Chicago. Please contact said municipality prior to closing for its specific requirements, which may include the payment of fees, an inspection or other approvals.

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AK 18. We should be furnished (A) certification from the Delaware Secretary of State that IL-777 West Chicago Avenue, LLC, a Limited Liability Company of Delaware, f/k/a IL-Freedom Center, LLC, has properly filed its articles of organization, (B) a copy of the articles of organization, together with any amendments thereto, (C) a copy of the operating agreement, if any, together with any amendments thereto, (D) a list of incumbent managers or of incumbent members if managers have not been appointed, and (E) certification that no event of dissolution has occurred.

Note: In the event of a sale of all or substantially all of the assets of the LLC, or of a sale of LLC assets to a member or manager, we should be furnished a copy of a resolution authorizing the transaction adopted by the members of said LLC.

K 19. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Bally's Corporation

(a) A Copy of the corporation By-laws and Articles of Incorporation

(b) An original or certified copy of a resolution authorizing the transaction contemplated herein

(c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

(d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

M 20. Easement rights of the public and the Metropolitan Sanitary district of Greater Chicago, in, upon, and under a strip of Land 16 feet wide extending from the West line of North Halsted Street to the North line of West Grand Avenue, the center line of which is described as follows:

Beginning at a point on West line of said North Halsted Street 20 feet North of South line of said West Superior Street; thence Easterly and parallel to South line of said West Superior Street, 79.88 feet; thence Southeasterly along a curve having a radius of 400 feet and tangent to last described course 366.29 feet; thence Southeasterly and tangent to the last described course making an angle of 52 degrees 28 minutes with South Line of Said West Superior Street, 1365.92 feet; thence Southerly along a curve having a radius of 400 feet and tangent to last described course 264.36 feet to a point on a line 39 feet East of and parallel to West line of North Jefferson Street, extended from the South 142.79 feet North of South line of Said West Grand Avenue; thence Southerly along the said line 39 feet East of and parallel to West line of Jefferson Street extended from the South and tangent to last described curve to North line of Said West Grand Avenue; as condemned by the sanitary district of Chicago, a municipal corporation, in proceedings filed in Case No. B280675C, Circuit Court of Cook County Illinois on November 13, 1933 for building intercepting sewers, drains, etc., wherein a judgment order was entered on February 8, 1934 and order of possession entered on May 16, 1934

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Said rights created originally by Grant of Easement from the City of Chicago to the Metropolitan Sanitary District of Chicago by ordinance passed July 29, 1932 accepted by the district on August 18, 1932 and recorded July 2, 1975 as Document 23137161

(Affects Parcel A and B, North tip of Parcel F and Parcel K, and Parcel M and may affect air rights Parcels J and G and affects Parcel N)

N 21. Easement created by Grant from Charles P. Megan, as trustee of the property of Chicago and Northwestern Railway Company, a corporation of Illinois, Wisconsin and Michigan, to City of Chicago dated June 30, 1937 and recorded December 10, 1937 as Document 12093337, and referenced in Document 14424762, to install, maintain and use a water tunnel 12 feet in diameter, with all necessary appurtenance and appliances, underneath the Switch Yards and Property of the Railway Company in the location shown on the plat attached thereto, and marked Exhibit "A" and made a part thereof, said location being more particularly described as follows:

A strip of Land of sufficient width to accomodate said tunnel and necessary apurtenances and appliances, being at the city-owned property located at the South West Corner of West Chicago Avenue and the North Branch of the Chicago River, extending Southeasterly through said railway company's switch yards and property to the intersection of West Ohio Street and North des Plaines Street. Said Grant provided that the water tunnel shall be constructed and shall be laid and thereafter maintained so that the elevation of the bottom of said tunnel shall not be above 150 feet below city Datum at all points on said property

(Affects a strip of Land through East part of Parcel A, across Parcel M and the Northwest Corner of Parcel B and across Parcel P)

O 22. Rights of the United States of America, the State of Illinois, the municipality and the public in and to that part of the Land falling in the bed of the Chicago River; also the rights of the property owners in and to the free and unobstructed flow of the waters of said river

(Affects Parcels A, B and M)

P 23. Easement created by Grant from Chicago and North Western Railway Company to the County of Cook dated December 31, 1957 and recorded July 25, 1958 as Document 17270692 for highway purposes, to construct, reconstruct, repair, and maintain *a grade separation structure or structures* with drainage and other highway facilities and paved approaches thereto, and connected therewith in, under and over that part of the Land lying within the following described tract of Land:

Beginning at a point in the North line of West Ohio Street, said point being 60.57 feet West of the Southeast corner of Lot 8 in Block 69; thence Northwesterly to a point in a line 67.5 feet North of and parallel to the North Line of West Ohio Street; said point being 112.02 feet West of the East line of Lot 7 in said Block 69 (as measured on said parallel line); Thence East on said parallel line 563.98 feet; thence Southeasterly to a point in a line 24.5 feet North of an parallel to the South line of vacated West Ohio Street extended East said point being 507.03 feet East of the center line of Des Plaines Street (as measured on said parallel line); thence West on said parallel line 13.63 feet; thence North at right angles to the last described course 13 feet; thence West on a line 37.5 feet North of and parallel to the South line

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of vacated West Ohio Street extended East 499.97 feet; thence Northwesterly on a line which forms an angle on 127 degrees 19 minutes with the last described course (as measured from East to North to Northwest) to the North Line of West Ohio Street extended east; thence West on said North Line of West Ohio Street to the point of beginning.

(Affects Parcels B and C and P)

Note: a Plat of Survey by the Cook County Superintendent of Highways which includes this easement area was recorded May 19, 1960 as Document 17859455.

Q 24. Easement to construct, reconstruct, repair, operate, and maintain a 60 inch storm sewer and diversion chamber created by Grant from the Chicago and Northwestern Railway Company to the State of Illinois dated July 10, 1959 and recorded July 21, 1959 as Document 17604785 under and across a strip of Land, the center of which is described as follows:

Commencing at the Northwest Corner of Lot 9 in Block 69 aforesaid; thence North along line being the Extension of the West line of Lot 9, a distance of 17 feet for a point of beginning; thence East along a straight line to a point, said point being 10 feet North of the Northwest corner of Lot 7 in Block 62 in aforesaid Subdivision, as measured along the extension of the West line of Lot 7 northerly; thence East along a straight line, said line being an extension to the East of the last described stright line to the Chicago River, as shown on the Plat thereto attached

(Affects 5 foot strip of Land across Parcels B, C and E and P)

R 25. Easement for roadway purposes as created by the grant from the Chicago and Northwestern Railway Company, a Wisconsin corporation, to Paul Grossinger, recorded December 19, 1962 as Document 18678579 for access on, over, and across the following described property:

A strip of Land 20 feet in width in Block 69 in Russell, Mather and Robert's Addition aforesaid bounded and described as follows:

Beginning at a point on the North line of West Ohio Sreet as originally located and established, 25 feet Southwesterly of and measured at right angles to the center line of the Chicago and Northwestern Railway Company, Spur Track I. C. C. No. 44, as now located and established; thence Northwesterly along a line parallel with the center line of Said Spur track to a point 67.50 feet North of, measured at right angles to the North Line of Said Street; thence West along a line parallel with the North line of said street to a point 45 feet Southwesterly of and measured at right angles to the center line of said spur track; thence Southeasterly along a line parallel with the center line of said spur track to the North line of said street; thence East along the North line of said street to the point of beginning.

(Affects a rectangular part of Parcel C, along Southwesterly line thereof)

S 26. Note for information: Easement for 10 foot brick water tunnel (abandoned), as shown on the survey No. N-117574, dated March 5, 1993, made by National Survey Service, Inc.

(Crosses below South part of Parcel C at Ohio Street then crosses South part of parcel B ending at the

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boundary of Parcel B with the bridge counter weight structure)

This note will not appear on policy.

T 27. Easement for Chicago Freight Tunnel as shown on Survey No. N-117574, dated March 5, 1993, made by National Survey Service, Inc.

(Affects South part of Parcel B in a line Northeasterly of line B extended Southeasterly, from Ohio Street to Grand Avenue)

U 28. West dock line of the Chicago River, as established by an ordinance of the Common Council of the City of Chicago in the year 1854 as document disclosed by Document 1331.

(Affects Parcel A)

V 29. Rights of the United States of America, the State of Illinois, the City of Chicago and the public in and to so much of the Land, formed by means other than natural accretions.

(Affects Parcels A, B and M)

W 30. Reservations as contained in the deed from the Chicago and Northwestern Railway Company, a corporation of Wisconsin, to Charles S. Handelman dated June 29, 1948 and recorded October 19, 1948 as Document 14424762, reserving unto the first party and to its successors and assigns the telltale with its pole support, guy wires and anchors as now located upon said Land together with the full right to repair, renew and maintain the same until such time as said telltale and its appurtenant facilities are permanently abandoned and removed from said Land and reserving unto the first party, its successors and assigns, the existing 6 inch tile sewer located over and across said Land, together with the right to maintain, repair and permanently abandon or remove from said Land, also reserving unto said first party, its successors and assigns the existing spur track located upon the Land herein conveyed with the right to remove said spur track.

(Affects Parcel A)

X 31. Covenants and restrictions as set forth in deed in trust from Chicago and North Western Railway Company, as grantor, to Lake Shore National Bank, Trustee, as grantee, dated March 23, 1967 and recorded December 18, 1968 as Document 20707574.

(Affects all except Parcel D)

Y 32. Easements condemned in Case 77 L 2485 by the Metropolitan Sanitary district of Greater Chicago, a municipal corporation, on a petition filed February 7, 1977 and on subsequent amended petitions on which orders were entered May 19, 1977 (Tract II) and May 31, 1978 (tract I) vesting title in condemnor to easements described as follows:

Permanent Easement Area in Tract I:

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That part of Lots 1, 2, 3 and 4 of Block 65 in Russell, Mather and Roberts Addition to Chicago in the West 1/2 of the Northwest 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, taken and described as one tract:

Beginning at a point on the East line of said Lot 1 lying 40.00 feet Southerly of the Northeast corner of the aforesaid Lot 1; thence South 01 degrees, 57 minutes, 44 seconds East along the Easterly property line of said Lots 1, 2, 3 and 4, 102.00 feet; thence South 88 degrees, 18 minutes, 39 seconds West, 20.00 feet; thence North 01 degrees, 57 minutes, 44 seconds West, 102.00 feet to the South Line of the North 40.00 feet of said Lot 1; thence North 88 degrees, 18 minutes, 39 seconds East, 20.00 feet to the point of beginning, containing an area of 2,040 square feet. All as shown on the plat marked second revised Exhibit A attached thereto .

(Affects Northeast Corner of Parcel A)

Permanent Easement Area in Tract II:

That part of Lot 1 in Block 69, vacated North Des Plaines Street (as per Document 9426724) and vacated West Erie Street (as per document 18526682), of Russell Mather and Roberts Addition to Chicago in the West 1/2 of the Northwest 1/4 of Section 9,Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, taken and described as one tract:

Commencing at the intersection of the Westerly Dock Line of the North Branch of the Chicago River and the Southerly right of way line of vacated West Erie Street; thence South 80 degrees 07 minutes 28 seconds West along said right of way line a distance of 160.79 feet to the point of beginning; thence South 34 degrees 14 minutes 06 seconds East, a distance of 96.60 feet; thence North 72 degrees 14 minutes 06 seconds West a distance of 48.68 feet to a point on the Easterly lot line of said Lot 1 (said Lot line also being the Westerly right of way line of vacated North des Plaines Street),said point also being 20.64 feet Southerly of the Northeast corner of the Aforesaid Lot 1 as measured along the aforesaid Easterly Lot line; thence continuing North 72 degrees 14 minutes 06 seconds West, a distance of 28.90 feet; thence North 02 degrees 07 minutes 16 seconds East, a distance of 11.95 feet to a point on the Northerly Lot line of the aforesaid Lot 1, said point being 26.54 feet Westerly of said Northeast Corner, as measured along said Northerly line; thence continuing North 02 degrees 07 minutes 16 seconds East, a distance of 41.22 feet to a point on said Southerly right of way line of vacated West Erie Street, said point being 178.62 feet Westerly of the point of commencement as measured along the aforesaid Southerly right of way line of vacated East Erie Street; thence continuing North 02 degrees 07 minutes 16 seconds East, a distance of 4.83 feet; thence South 87 degrees 52 minutes 44 seconds East, a distance of 16.61 feet; thence South 34 degrees 14 minutes 06 seconds East a distance of 1.40 feet to the point of beginning.

(Affects Parcels B, E, M and P)

Z 33. Grant of permanent easement made by Chicago and North Western Railway Company, a corporation of Wisconsin, and the City of Chicago, a municipal corporation, recorded February 20, 1968 as Document 20408926 an easement for halsted street viaduct purposes.

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(Affects Parcels I, J and K)

AA 34. Easement in favor of Chicago and Northwestern Railway Company, its licensee lessees, successors and assigns, of the right to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines eletric power lines, communication lines, wires and other utilities and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof, as reserved in deed dated November 29, 1972 and recorded December 8, 1972 as Document 22151487.

(Affects East part of Parcel D and Southwest part of Parcel B)

AB 35. Restrictive Covenant recorded July 25, 1996 as Document 96568953 providing that the part of the Land falling in West Erie Street, vacated by ordinance recorded as Document 96568952, shall not be used for any use or purpose other than those set forth and those which are accessory to such activities, including, but not limited to, the location of necessary and appropriate offices and facilities, storage, employee and customer parking and other similar uses and facilities.

(Affects Parcel M)

AC 36. Reservation of easement contained in instrument recorded July 25, 1996 as Document 96568952 in favor of the Metropolitan Water Reclamation District of Greater Chicago, to construct, reconstruct, repair, maintain and oeprate existing west side intercepting sewer and appurtenances thereto above, upon, across, under and through a segment of West Erie Street described as follows:

Commencing at the Southwest Corner of Lot 8 in Block 68 in Russell, Mather and Robert's Addition; thence North 81 degrees, 45 minutes, 28 seconds East along the Northwesterly line of West Erie Street, 250 feet to the point of beginning; thence continuing North 81 degrees 45 minutes 28 seconds East along the Northwesterly line, 25.17 feet; thence South 37 degrees, 17 minutes, 54 seconds East, 91.52 feet to the Southeasterly line of West Erie Street; thence South 81 degrees, 45 minutes, 28 seconds West along said Southeasterly line 25.17 feet; thence North 37 degrees, 17 minutes, 64 seconds West 91.25 feet to the point of beginning.

It is further provided that no buildings or other structures shall be erected on said area therein reserved or other use made of said area, which in the judgment of the officials having control of aforesaid sewer facilities, would interfere with the construction, reconstruction, repair, maintenance and operation of said sewer facilities.

(Affects Parcel M)

AD 37. Note: The following items, while appearing on this commitment/policy, are provided solely for your information.

The following environmental disclosure document(s) for transfer of real property appear of record which include a description of the Land insured or a part thereof:

1. Recorded November 7, 1997 as Document 97836814.

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(Affects Parcel F) no Land use limitation.

2. Recorded March 4, 2009 as Document 0906356045
(Affects parcel F) no Land use limitation.

AG 38. This commitment should not be construed as insuring the following described Lands which appear to be occupied and used by the owner shown on Schedule A but not included herein:

1. That part of Chicago River acquired as Parcel 2 in Deed recorded July 25, 1996 as Document 96568954 (which said deed also included parcel M on Schedule A), currently occupied by what appears to be an concrete walled in area off the East end of Parcel M; and

2. Twenty-eight parking spaces located North of the North Boundary of parcel I, and within the Chicago Avenue Right of way (albeit below the street which is elevated as currently used and occupied). There are a total of 31 spaces but three are within Parcel I; and

3. A paved access road located North of the North Boundary of parcel I and within the Chicago Avenue Right of way (albeit below the street which is elevated as currently used and occupied) which provides access between the Land described on Schedule A and the Land described in commitment 8894578;

All shown on preliminary unsigned ALTA survey made by Gremley & Biedermann, Order No. 2016-22355-002 dated May 12, 2016.

AH 39. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.

(Affects Parcel O) (only because no recorded vacation ordinance has been recorded, and is not open and used as a street)

and

Affects a part of the Land below air rights Parcel C which is occupied by the truncated Ohio Street and desplaines avenue ground level intersection as shown on preliminary unsigned ALTA survey made by Gremley & Biedermann, Order No. 2016-22355-002 dated May 12, 2016 Page 7.

AI 40. Our title finding as to Parcel O of the Land is based on the assumption that a proper vacation ordinance will be passed by the City of Chicago, vacating this additional portion of Erie Street and said oridinance will be placed of record.

(Affects Parcel O)

AJ 41. Rights of the public and quasi-public utilities, if any, in said Erie Street for maintenance therein of poles, conduits, sewers and other facilities.

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(Affects Parcel O)

AM 42. Easement of Ingress and egress to the bridge counter weight structure located East of the South part of Parcel B, as disclosed by gate shown at the north end of the area encompassing said structure, at a boundary line of Parcel B, shown on preliminary unsigned ALTA survey made by Gremley & Biedermann, Order No. 2016-22355-001 dated May 12, 2016.

Affects South Part of Parcel B.

AN 43. Encroachment of part of one of the railroad tracks, located mainly on the Land below air rights parcel G, onto Parcel F of the property by undisclosed footage, as shown on preliminary unsigned ALTA survey made by Gremley & Biedermann, Order No. 2016-22355-002 dated May 12, 2016.

Affects Northeasterly line of Parcel F along curve with an arc length of 502.99. (Page 3 and 5 of Survey)

AO 44. Encroachment of the following improvements, located mainly on the property over and onto the Land shown below. Preliminary Unsigned ALTA Survey made by Gremley & Biedermann, Order No. 2016-22355-002 dated May 12, 2016:

1. Fence located mainly on parcel F, onto the Land Northeasterly and adjoining, below Air Rights Parcel G, by 0.48 of a Foot. (Page 5) Affects Parcel F.

2. Fence located mainly on Parcel D, onto the Land Northeasterly and adjoining, below Air Rights Parcel C, by Undisclosed Footage. (Page 7) Affects Parcel D.

3. Sign located mainly on parcel B, onto the Land Southwesterly and adjoining, below Air Rights Parcel C, by Undisclosed Footage. (Page 7) Affects Parcel B.

AP 45. Adverse encroachment of the USGS Test Station, located mainly on the property Northeast and adjoining Parcel B (in the river actually), onto Parcel B of the Land by undisclosed footage, as shown on the preliminary unsigned ALTA survey made by Gremley & Biedermann, Order No. 2016-22355-002 dated May 12, 2016.

Affects Parcel B. (page 8 of survey)

AE 46. Note for information (Endorsement Requests):

All endorsement requests should be made prior to closing to allow ample time for the company to examine required Documentation.

Note: before any endorsements can be approved, we should be informed as to the land use and as to what type of structure is on the land.

(This note will be waived for the policy,)

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AF 47. Informational Note:

To schedule any closings in the Chicago Commercial Center, please call (312)223-2707.

END OF SCHEDULE B, PART II

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Exhibit "N".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Form Of Casino Manager Subordination Agreement.

This Subordination Agreement ("**Subordination Agreement**") is made as of this ___ day of _____, 20__, by _____ limited liability company ("**Casino Manager**"), having its office at _____ to and for the benefit of the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (the "**City**"). The Casino Manager, the City and, by its execution of the "Acknowledgment" included herein, the Developer (defined below) shall be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. _____, an Illinois limited liability company (the "**Developer**"), and the City have executed that certain Host Community Agreement dated _____, 20__, as the same may from time to time be amended ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain the Project.

B. Casino Manager has been [will be] engaged by Developer to provide casino resort development and management services to Developer pursuant to the Management Agreement.

C. Casino Manager, by virtue of entering into the Management Agreement with Developer, will receive payments from the Developer and, therefore, will benefit from the financial success of Developer.

D. The execution and delivery of this Subordination Agreement is required under the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, Casino Manager, acknowledging that, but for the execution and delivery of this Subordination Agreement, the City would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. Casino Manager agrees that any present and future right that it has to receive payments under the Management Agreement (the "**Management Payments**") shall be and remain junior and subordinate to the Developer's payment to the City of the following, whether due and payable or that become due and payable, and however arising: (i) the Developer Payments; (ii) real estate taxes on the Project Site; (iii) personal property taxes on all Project personal property;

and (iv) any other amounts payable by Developer to the City under and pursuant to the Agreement (collectively, the "**Developer Payment Obligations**").

2. Except as provided below, Developer may make, and Casino Manager may accept, the Management Payments in accordance with the terms of the Management Agreement, so long as at the time of, and after giving effect to, the making of such payments, no Casino Manager Default has occurred or would occur. If at any time a Casino Manager Default has occurred and is continuing, then Developer shall not make, and the Casino Manager shall not accept, any Management Payments and shall not take any steps, whether by suit or otherwise, to compel or force the payment of the Management Payments nor use the Management Payments by way of counterclaim, set-off, recoupment or otherwise so as to diminish, discharge or otherwise satisfy in whole or in part any liability of the Casino Manager to the City, whether now existing or hereafter arising, until such time as the City has advised Casino Manager in writing that such Casino Manager Default has been cured or is no longer continuing. "**Casino Manager Default**" shall mean a "Default" as defined in the Agreement or "Event of Default" as defined in this Subordination Agreement.

3. In the event of any distribution, dividend, or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of the Developer or of the proceeds thereof to the creditors of the Developer or upon any indebtedness of the Developer, occurring by reason of the liquidation, dissolution, or other winding up of the Developer, or by reason of any execution sale, or bankruptcy, receivership, reorganization, arrangement, insolvency, liquidation or foreclosure proceeding of or for the Developer or involving its property, no dividend, distribution or application shall be made, and the Casino Manager shall not be entitled to receive or retain any dividend, distribution, or application on or in respect of any Management Payments, unless and until all Developer Payment Obligations then outstanding (including, without limitation, all principal, interest, fees, and expenses, including post-petition interest in a bankruptcy or similar proceeding whether or not allowed) shall have been paid and satisfied in full in cash (or cash equivalents acceptable as such to the holder thereof), and in any such event any dividend, distribution or application otherwise payable in respect of Management Payments shall be paid and applied to the Developer Payment Obligations until such Developer Payment Obligations have been fully paid and satisfied.

4. If notwithstanding the provisions of this Subordination Agreement, Casino Manager shall receive payment of any Management Payments which the Developer is not entitled to make pursuant to the terms hereof, whether or not the Casino Manager has knowledge that the Developer is not entitled to make such payment, the Casino Manager shall properly account for such payment and agrees to turn over to the City such payments within fifteen (15) days after the City has given Casino Manager written demand.

5. The City may, at any time and from time to time, without the consent of or notice to Casino Manager, all such notice being hereby waived, and without incurring responsibility to the Casino Manager or impairing, releasing or otherwise affecting this Subordination Agreement:

(a) amend, restate or otherwise modify the terms of the Agreement, including, without limitation, any amendment or modification which increases or decreases the amount of any Developer Payment Obligation or otherwise modifies the terms of any Developer Payment Obligation or creates any new Developer Payment Obligation;

(b) grant an extension of the Term;

(c) defer Developer Payment Obligations or enter into a workout agreement on the Developer Payment Obligations;

(d) declare a Casino Manager Default and notify Casino Manager to stop accepting Management Payments; or

(e) agree to release, compromise or settlement of Developer Payment Obligations.

6. Casino Manager will not sell, assign or otherwise transfer the Management Agreement or its right to receive any Management Payments thereunder, or any part thereof, except upon written agreement of the transferee or assignee to abide by and be bound by the terms hereof.

7. Casino Manager hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver and become bound by this Subordination Agreement and to consummate the transactions contemplated hereby; and

(b) the execution and delivery of this Subordination Agreement and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("**Governing Instruments**") and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) does not require the approval or consent of any Governmental Authority having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or

default under, its Governing Instruments, any Government Requirements, agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition, financial or otherwise, or in the results of operations or business affairs of the Casino Manager and its subsidiaries, considered as one enterprise.

8. Casino Manager covenants with the City as follows:

(a) Casino Manager shall give notice to the City promptly upon the occurrence of any Event of Default. Each notice pursuant to this subparagraph shall be accompanied by a statement setting forth details of the Event of Default referred to therein and stating what action Casino Manager proposes to take with respect thereto.

(b) Casino Manager agrees, upon the reasonable request of the City, to do any act or execute any additional documents as may be reasonably required by the City to accomplish or further confirm the provisions of this Subordination Agreement.

9. The City may declare Casino Manager to be in default under this Subordination Agreement upon the occurrence of any of the following events (each an "**Event of Default**").

(a) If Casino Manager fails to comply with any covenant or agreement made by it in this Subordination Agreement (other than those specifically described in any other subparagraph of this paragraph 9) and such noncompliance continues for thirty (30) days after written notice from the City;

(b) If any representation or warranty made by Casino Manager hereunder was false or misleading in any material respect as of the time made;

(c) If any of the following events occur with respect to Casino Manager: (i) by order of a court of competent jurisdiction, a receiver, liquidator or trustee of Casino Manager or of any of the property of Casino Manager (other than non-material property and with respect to which the appointment hereinafter referred to would not materially adversely affect the financial condition of Casino Manager) shall be appointed and shall not have been discharged within ninety (90) days; (ii) a petition in bankruptcy, insolvency proceeding or petition for reorganization shall have been filed against Casino Manager and same is not withdrawn, dismissed, canceled or terminated within ninety (90) days; (iii) Casino Manager is adjudicated bankrupt or insolvent or a petition for reorganization is granted (without regard for any grace period provided for herein); (iv) if there is an attachment or sequestration of any of the property of Casino Manager and same is not discharged or bonded over within ninety (90) days; (v) if Casino Manager files or consents to the filing of any petition in bankruptcy or commences or consents to the commencement

of any proceeding under the Federal Bankruptcy Code or any other law, now or hereafter in effect, relating to the reorganization of Casino Manager or the arrangement or readjustment of the debts of Casino Manager; or (vi) if Casino Manager shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver, trustee or liquidator of Casino Manager or of all or any material part of its property;

(d) If Casino Manager ceases to do business or terminates its business for any reason whatsoever or shall cause or institute any proceeding for the dissolution of Casino Manager; or

(e) If Casino Manager takes any action for the purpose of terminating, repudiating or rescinding this Subordination Agreement.

10. Remedies:

(a) Upon an Event of Default, the City shall have the right if it so elects to: (i) any and all remedies available at law or in equity; or (ii) institute and prosecute proceedings to enforce in whole or in part the specific performance of this Subordination Agreement by Casino Manager, or to enjoin or restrain Casino Manager from commencing or continuing said breach, or to cause by injunction Casino Manager to correct and cure said breach or threatened breach without the need to post any bond therefor. None of the remedies enumerated herein is exclusive and nothing herein shall be construed as prohibiting the City from pursuing any other remedies at law, in equity or otherwise available to it under this Subordination Agreement, including seeking damages for breach of this Agreement.

(b) The rights and remedies of the City whether provided by law or by this Subordination Agreement, shall be cumulative, and the exercise by the City of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by the City shall apply to obligations beyond those expressly waived in writing.

11. If any of the provisions of this Subordination Agreement, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Subordination Agreement, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Subordination Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. This writing is intended by the Parties as a final expression of this Subordination Agreement, and is intended to constitute a complete and exclusive statement of the terms of the

agreement among the Parties. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this Subordination Agreement. No amendment, modification, termination or waiver of any provision of this Subordination Agreement, shall in any event be effective unless the same shall be in writing and signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

13. Notices shall be given as follows:

(a) Any notice, demand or other communication which any Party may desire or may be required to give to any other Party hereto shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "**e-mail**") addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to City:	Mayor City of Chicago 121 N. LaSalle Street 5th Floor, Chicago, Illinois 60602
with copies to:	Corporation Counsel City of Chicago 121 N. LaSalle State Street, Room 600 Chicago, Illinois 60602
If to Casino Manager:	_____ _____ _____
with copies to:	_____ _____ _____

(b) Any such notice, demand or communication shall be deemed delivered and effective upon the actual delivery.

14. Time is of the essence in performance of this Subordination Agreement by Casino Manager.

15. The terms of this Subordination Agreement shall bind and benefit the legal representatives, successors and assigns of the City and Casino Manager; provided, however, that Casino Manager may not assign this Subordination Agreement, or assign or delegate any of its rights or obligations under this Subordination Agreement, without the prior written consent of the City in each instance.

16. This Subordination Agreement shall be governed by, and construed in accordance with, the local laws of the State without application of its law of conflicts principles.

17. Submission to Jurisdiction

(a) The Parties expressly agree that the sole and exclusive place, status and forum of this Subordination Agreement shall be the City. All actions and legal proceedings which in any way relate to this Subordination Agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City. It is the express intention of the Parties that the exclusive venue of all legal actions and procedures of any nature whatsoever which related in any way to this Subordination Agreement shall be the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois (the "**Court**").

(b) If at any time during the Term, the Casino Manager is not a resident of the State or has no officer, director, employee, or agent thereof available for service of process as a resident of the State, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the State, the Casino Manager or its assignee hereby designates the Secretary of State of the State of Illinois, as its agent for the service of process in any court action between it and the City or arising out of or relating to this Subordination Agreement and such service shall be made as provided by the laws of the State for service upon a non-resident.

18. Casino Manager acknowledges that it expects to derive a benefit as a result of the Agreement because of its relationship to Developer, and that it is executing this Subordination Agreement in consideration of that anticipated benefit.

CITY OF CHICAGO, ILLINOIS, a municipal corporation

corporation

By:_____
Its:_____

_____limited liability company

By:_____
Its:_____

Exhibit "O".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Ownership Of Developer.

Indicative ownership chart is below (pending finalization), dollar amount of non-recourse debt and common equity invested by the Community Investment Program ("**CIP**") participants are illustrative.

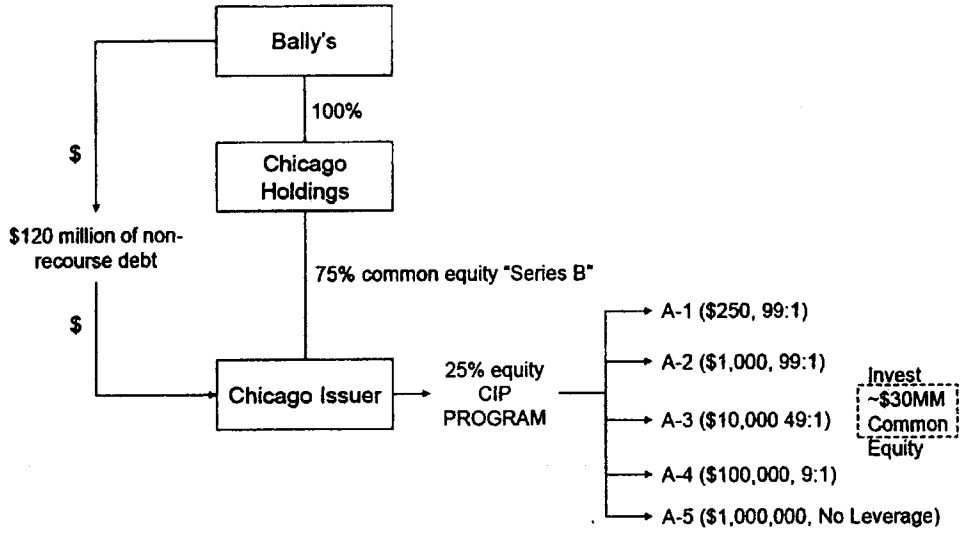


Exhibit "P".
(To Host Community Agreement With Bally's Chicago Operating Company LLC)

Form Of Guaranty Agreement.

This Guaranty Agreement ("**Guaranty**") is made as of this ___ day of _____, 2022, by Bally's Corporation, a Delaware corporation ("**Guarantor**"), having its office at 100 Westminster Street, Providence, RI 02903, to and for the benefit of the City of Chicago, Illinois, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois (the "**City**"). The Guarantor and the City shall be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. Bally's Chicago Operating Company, LLC, an Illinois limited liability company ("**Developer**") and the City have executed that certain Host Community Agreement dated of even date herewith ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain the Project.

B. Guarantor, as the ultimate parent company of Developer, will benefit from the financial success of Developer.

C. The execution and delivery of this Guaranty is required under the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, Guarantor, acknowledging that, but for the execution and delivery of this Guaranty, the City would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the City the following obligations of Developer under, in accordance with, and subject to the terms and conditions of this Guaranty (collectively, the "**Developer's Obligations**"): the full and faithful performance by Developer of its obligations under the Agreement.

2. Guarantor will have and maintain available financial resources in an amount reasonably sufficient to fund all amounts necessary to allow Guarantor to perform all of the Developer's Obligations.

3. Upon notice to Guarantor from the City that Developer has failed to perform any of the Developer's Obligations, Guarantor agrees to:

(a) assume full responsibility for and perform the Developer's Obligations in accordance with the terms, covenants and conditions of the Agreement;

(b) indemnify and hold the City harmless from and against any and all loss, cost, damage, injury, liability, claim or reasonable and documented expense the City may suffer or incur by reason of any nonpayment or nonperformance of any of the Developer's Obligations; and

(c) fully reimburse and repay the City promptly on demand for all reasonable, and documented outlays and expenses, including interest thereon at the Default Rate, that the City may make or incur by reason of any nonpayment or nonperformance of any of the Developer's Obligations.

4. Upon any Event of Default hereunder, the City shall have the following rights and remedies:

(a) if the City, in its sole discretion, chooses to do so, it may perform any or all of the Developer's Obligations to be performed hereunder on Guarantor's behalf. In such event, Guarantor shall reimburse the City within twenty (20) days of demand for all reasonable and documented costs and expenses, including reasonable attorneys' fees that the City may incur in performing those Developer's Obligations, together with interest thereon at the Default Rate from the dates they are incurred until paid; and

(b) in addition, the City may bring any action at law or in equity or both, to compel Guarantor to perform the Developer's Obligations hereunder and to collect compensation for all loss, cost, damage, injury and reasonable and documented expense which may be sustained or incurred by the City as a direct or indirect consequence of Guarantor's failure to perform those Developer's Obligations, including interest thereon at the Default Rate.

5. Guarantor authorizes the City to perform any and all of the following acts at any time in its sole discretion, upon written notice to Guarantor and without affecting the Developer's Obligations:

(a) with the consent of Developer, alter, amend or modify any terms of the Agreement, including renewing, compromising, extending or accelerating, or otherwise changing the time for performance thereunder;

(b) take and hold security for the Developer's Obligations, accept additional or substituted security therefor, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect and sell or otherwise dispose of any such security;

(c) apply any payments or recoveries from Developer, Guarantor or any other source, and any proceeds of any security, to the Developer's Obligations in such manner, order and priority as it may elect, whether or not those obligations are guaranteed by this Guaranty or secured at the time of the application;

(d) release Developer of all or any portion of its liability under the Developer's Obligations and the Agreement; or

(e) consent to any assignment or successive assignments of the Agreement by Developer.

6. Guarantor expressly agrees that until the Developer's Obligations are fully satisfied and each and every term, covenant and condition of this Guaranty is fully performed, Guarantor shall not be released by or because of:

(a) any act or event which might otherwise discharge, reduce, limit or modify the Developer's Obligations (other than the performance of the Developer's Obligations by Developer);

(b) any waiver, extension, modification, forbearance, delay or other act or omission of the City, or any failure to proceed promptly or otherwise as against Guarantor or any collateral, if any;

(c) any action, omission or circumstance which might increase the likelihood that Guarantor may be called upon to perform under this Guaranty or which might affect the rights or remedies of Guarantor as against Developer; or

(d) any dealings occurring at any time between Developer and the City, whether relating to the Agreement or otherwise.

Guarantor hereby expressly waives and surrenders any defense to its liability under this Guaranty based upon any of the foregoing acts, omissions, agreements, waivers or matters. It is the purpose and intent of this Guaranty that the obligations of Guarantor under it shall be absolute and unconditional under any and all circumstances.

7. Guarantor waives:

(a) all statutes of limitations as a defense to any action or proceeding brought against Guarantor by the City to the fullest extent permitted by law;

(b) any right it may have to require the City to proceed against Developer, proceed against or exhaust any security held from Developer, or pursue any other remedy in its power to pursue;

(c) any defense based on any claim that Guarantor's obligations exceed or are more burdensome than those of Developer;

(d) any defense based on: (i) any legal disability of Developer, (ii) any release, discharge, modification, impairment or limitation of the liability of Developer under the Agreement from any cause (other than the performance of the Developer's Obligations by Developer), whether consented to by the City or arising by operation of law or from any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships ("**Insolvency Proceeding**"), or (iii) any rejection or disaffirmance of the Agreement in any such Insolvency Proceeding;

(e) any defense based on any action taken or omitted by the City in any Insolvency Proceeding involving Developer, including any election to have a claim allowed as being secured, partially secured or unsecured, any extension of credit by the City to Developer in any Insolvency Proceeding, and the taking and holding by the City of any security for any such extension of credit; and

(f) all presentations, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Guaranty and of the existence, creation, payment or nonpayment of the Developer's Obligations and demands and notices of every kind and nature.

8. The City shall not be required, as a condition precedent to making a demand upon Guarantor or to bringing an action against Guarantor upon this Guaranty, to make demand upon, or to institute any action or proceeding at law or in equity against, Developer, any other guarantor or anyone else, or exhaust its remedies against Developer, any other guarantor or anyone else, or against any collateral, if any, given to secure the Developer's Obligations. All remedies afforded to the City by reason of this Guaranty are separate and cumulative remedies and it is agreed that no one of such remedies, whether exercised by the City or not, shall be deemed to be exclusive of any of the other remedies available to the City and shall not limit or prejudice any other legal or equitable remedy which the City may have.

9. Until the termination of this Guaranty in accordance with its terms, Guarantor hereby waives all rights of subrogation, contribution and indemnity against Developer, now or hereafter arising, whether arising hereunder, by operation of law or contract or otherwise, as well as the benefit of any collateral which may from time to time secure the Developer's Obligations, and to that end, Guarantor further agrees not to seek any reimbursement, restitution, or collection from, or enforce any right or remedy of whatsoever kind or nature in favor of Guarantor against,

Developer or any other person or any of their respective assets or properties for or with respect to any payments made by Guarantor to the City hereunder or in respect of the Developer's Obligations. The City, in the course of exercising any remedies available to it under the Agreement, at its sole option may elect which remedies it may wish to pursue without affecting any of its rights hereunder. The City may elect to forfeit any of its rights, unless such actions shall result in a full or partial loss of rights of subrogation which Guarantor, but for the City's actions, might have had.

10. If, at any time, all or any part of any payment previously applied by the City to any of the Developer's Obligations is rescinded or must otherwise be restored or returned by the City for any reason, including, without limitation, the insolvency, bankruptcy, dissolution, liquidation or reorganization of Developer, or upon or as a result of the appointment of a receiver, intervenor, custodian or conservator of, or trustee or similar officer for, Developer or any substantial part of its property, Guarantor shall remain liable for the full amount so rescinded or returned as though such payments had never been received by the City, notwithstanding any termination of this Guaranty or the cancellation of the Agreement evidencing the obligations of Developer.

11. Before signing this Guaranty, Guarantor investigated the financial condition and business operations of Developer, the present and former condition, uses and ownership of the Project, and such other matters as Guarantor deemed appropriate to assure itself of Developer's ability to discharge its obligations under the Agreement. Guarantor assumes full responsibility for that due diligence, as well as for keeping informed of all matters which may affect Developer's ability to pay and perform the Developer's Obligations. The City has no duty to disclose to Guarantor any information which it may have or receive about Developer's financial condition or business operations, the condition or uses of the Project, or any other circumstances bearing on Developer's ability to perform under the Agreement.

12. Any rights of Guarantor, whether now existing or hereafter arising, to receive payment on account of any indebtedness (including interest) owed to it by Developer, or to withdraw capital invested by it in Developer, or to receive distributions from Developer, shall, to the extent and in the manner provided herein, be subordinate as to time of payment and in all other respects to the full and prior payment and performance of Developer's Obligations (to the extent then due). Following and during the continuance of an Event of Default, Guarantor shall not be entitled to enforce or receive payment of any sums or distributions from Developer until the Developer's Obligations have been paid and performed in full (to the extent then due) and any such sums received in violation of this Guaranty shall be received by Guarantor in trust for the City.

13. Guarantor hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this Guaranty and consummate the transactions contemplated hereby;

(b) the execution and delivery of this Guaranty and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("**Governing Instruments**"), the laws of the jurisdiction of its formation and the laws of the State; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof; (3) subject to applicable law do not require the approval or consent of any Governmental Authority having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, any Government Requirements, agreement, commitment or instrument to which it is a party or by which any of its assets are bound;

(c) subject to applicable gaming laws, neither it nor any of its property has any immunity from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) or the jurisdiction of any court of the United States sitting in the State or any court of the State;

(d) the condensed and consolidated financial statements of Guarantor included in Guarantor's Form 10-Q for the quarterly period ended March 31, 2022 filed with the Securities and Exchange Commission on May 5, 2022 (the "**Financial Statements**") heretofore delivered to the City by Guarantor, are true and correct in all material respects as of the date thereof, have been prepared in accordance with GAAP, consistently applied (except insofar as any change in the application thereof is disclosed in such Financial Statements), and fairly present the consolidated financial condition of Guarantor and its subsidiaries as of March 31, 2022, and no materially adverse change has occurred in the financial condition reflected in such Financial Statements since March 31, 2022 and no material additional borrowings have been made or guaranteed by Guarantor since March 31, 2022, in either case, which individually or in the aggregate materially adversely affects the ability of Guarantor to pay and perform its obligations hereunder;

(e) none of the Financial Statements or any certificate or statement furnished to the City by or on behalf of Guarantor in connection herewith, and none of the representations and warranties in this Guaranty, contains any untrue statement as of its date of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein not misleading;

(f) Other than as disclosed in Guarantor's Form 10Ks and 10Qs filed pursuant to the Securities and Exchange Act of 1934, there are no actions, suits or proceedings pending, or, to the knowledge of Guarantor, threatened against or affecting Guarantor, or to Guarantor's knowledge which involve or to Guarantor's knowledge may individually or in the aggregate materially adversely affect the ability of Guarantor to perform any of its obligations under this Guaranty, and Guarantor is not in default with respect to any order, writ, injunction, decree or demand of any court, arbitration body or Governmental Authority, which default materially adversely affects the ability of Guarantor to pay and perform its obligations hereunder; and

(g) all permits, consents, approvals, orders and authorizations of, and all registrations, declarations and filings with, all Governmental Authorities (collectively, the "**Consents**"), if any, that are required in connection with the valid execution and delivery by Guarantor of this Guaranty have been obtained and Guarantor agrees that all Consents, if any, required in connection with the carrying out or performance of any of the transactions required or contemplated thereby (including, but not limited to, all authorizations, approvals, permits and consents) will be obtained when required in order to satisfy the obligations hereunder in accordance with the terms of this Guaranty.

14. Guarantor covenants with the City as follows:

(a) Guarantor will furnish to the City the following (it being understood that the filing publicly by Guarantor of such Financial Statements with the Securities and Exchange Commission shall satisfy this obligation):

(i) No later than sixty (60) days after the end of each fiscal quarter of Guarantor an unaudited consolidated balance sheet and consolidated statement of operations, certified as true and correct by the chief financial officer of Guarantor or by any other duly authorized representative of Guarantor reasonably acceptable to the City, which shall be prepared in accordance with GAAP, as applied to interim statements, consistently applied (except insofar as any change in the application thereof is disclosed in such financial statements).

(ii) No later than one hundred twenty (120) days after the end of each fiscal year of Guarantor an audited consolidated balance sheet and consolidated statement of operations prepared in accordance with GAAP.

None of the aforesaid financial statements or any certificate or statement furnished to the City by or on behalf of Guarantor in connection with the transactions contemplated hereby, and none of the representations and warranties in this Guaranty, shall contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein or herein not misleading.

(b) Guarantor shall give notice to the City promptly upon the occurrence of:

(i) any default or Event of Default known to Guarantor; and

(ii) any (A) material default or event of default by Guarantor under any contractual obligation of Guarantor or (B) litigation, investigation or proceeding which may exist at any time between Guarantor or any Person or Governmental Authority, in each case which would reasonably be expected to have a material adverse effect on the ability of Guarantor to pay its obligations hereunder.

Each notice pursuant to this paragraph shall be accompanied by a statement setting forth details of the occurrence referred to therein and stating what action Guarantor proposes to take with respect thereto.

15. The City may declare Guarantor to be in default under this Guaranty upon the occurrence of any of the following events ("**Events of Default**").

(a) if Guarantor fails to pay any amounts required to be paid or expended under this Guaranty and such nonpayment continues for twenty (20) Business Days after written notice from the City;

(b) if Guarantor fails to comply with any covenants and agreements made by it in this Guaranty (other than those specifically described in any other subparagraph of this paragraph 15) and such noncompliance continues for fifteen (15) days after written notice from the City, provided, however, that if any such noncompliance is reasonably susceptible of being cured within thirty (30) days, but cannot with due diligence be cured within fifteen (15) days, and if Guarantor commences to cure any noncompliance within said fifteen (15) days and diligently prosecutes the cure to completion, then Guarantor shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within thirty (30) days of the first notice of such default to Guarantor;

(c) if any representation or warranty made by Guarantor hereunder was false or misleading in any material respect as of the time made;

(d) if any of the following events occur with respect to Guarantor: (i) by order of a court of competent jurisdiction, a receiver, liquidator or trustee of Guarantor or of any of the property of Guarantor (other than non-material property and with respect to which the appointment hereinafter referred to would not materially adversely affect the financial condition of Guarantor) shall be appointed and shall not have been discharged within ninety (90) days; (ii) a petition in bankruptcy, insolvency proceeding or petition for reorganization shall have been filed against Guarantor and same is not withdrawn, dismissed, canceled or terminated within ninety (90) days; (iii) Guarantor is adjudicated bankrupt or insolvent or a petition for reorganization is granted (without regard for any grace period provided for herein); (iv) there is an attachment or sequestration of any of the property of Guarantor and same is not discharged or bonded over within ninety (90) days; (v) Guarantor files or consents to the filing of any petition in bankruptcy or commences or consents to the commencement of any proceeding under the Federal Bankruptcy Code or any other law, now or hereafter in effect, relating to the reorganization of Guarantor or the arrangement or readjustment of the debts of Guarantor; or (vi) Guarantor makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts generally as they become due or consents to the appointment of a receiver, trustee or liquidator of Guarantor or of all or any material part of its property;

(e) if Guarantor ceases to do business or terminates its business for any reason whatsoever or shall cause or institute any proceeding for the dissolution of Guarantor; or

(f) except on satisfaction of the Developer's Obligations, if Guarantor attempts to withdraw, revoke or assert that the Guaranty is of no force or effect.

16. If any of the provisions of this Guaranty, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Guaranty, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

17. This writing is intended by the Parties as a final expression of this Guaranty, and is intended to constitute a complete and exclusive statement of the term of the agreement among the Parties. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this Guaranty. No amendment, modification, termination or waiver of any provision of this Guaranty, shall in any event be effective unless the same shall be in writing and signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver shall be implied from the City's delay in exercising or failing to exercise any right or remedy against Developer, Guarantor

or any collateral given to secure the Developer's Obligations. All terms used in this Guaranty, regardless of the number or gender in which they are used, shall be deemed to include any other number and any gender as the context may require. The term "or" should be read as inclusive.

18. Notices shall be given as follows:

(a) Any notice, demand or other communication which any Party may desire or may be required to give to any other Party hereto shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "**e-mail**") addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to City:	Mayor City of Chicago 121 N. LaSalle Street, 5th Floor Chicago, Illinois 60602
copies to:	Corporation Counsel City of Chicago 121 N. LaSalle Street, Room 600 Chicago, Illinois 60602
If to Guarantor:	Bally's Corporation Attn: Craig Eaton, Executive Vice President 100 Westminster Street Providence, RI 02903
with copies to:	Jonathan Mechanic, Esq. Fried, Frank, Harris, Shriver & Jacobson LLP One New York Plaza New York, New York 10004

(b) Any such notice, demand or communication shall be deemed delivered and effective upon actual delivery.

19. Time is of the essence in performance of this Guaranty by Guarantor.

20. Guarantor's obligations under this Guaranty are in addition to its obligations under any other existing or future guaranties, each of which shall remain in full force and effect until it is expressly modified or released in a writing signed by the City. Guarantor's obligations under this Guaranty are independent of those of Developer under the Agreement.

21. The terms of this Guaranty shall bind and benefit the legal representatives, successors and assigns of the City and Guarantor; provided, however, that Guarantor may not assign this Guaranty, or assign or delegate any of its rights or obligations under this Guaranty, without the prior written consent of the City in each instance.

22. This Guaranty shall be governed by, and construed in accordance with, the local laws of the State without application of its law of conflicts principles.

23. Submission to Jurisdiction

(a) The Parties expressly agree that the sole and exclusive place, status and forum of this Guaranty shall be the City. All actions and legal proceedings which in any way relate to this Guaranty shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City. It is the express intention of the Parties that the exclusive venue of all legal actions and procedures of any nature whatsoever which related in any way to this Guaranty shall be the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois (the "**Court**").

(b) If at any time during the Term, the Guarantor is not a resident of the State or has no officer, director, employee, or agent thereof available for service of process as a resident of the State, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the State, the Guarantor or its assignee hereby designates the Secretary of the State of Illinois, as its agent for the service of process in any court action between it and the City or arising out of or relating to this Guaranty and such service shall be made as provided by the laws of the State of Illinois for service upon a non-resident.

24. Guarantor acknowledges that it expects to benefit from the extension of the Agreement to Developer because of its relationship to Developer, and that it is executing this Guaranty in consideration of that anticipated benefit.

25. Notwithstanding anything to the contrary in this Guaranty or the Agreement, the obligations of Guarantor under this Guaranty with respect to the Developer's Obligations shall terminate and be of no further force or effect (subject to reinstatement pursuant to paragraph 10 hereof) upon the date that is two (2) years from the later of (i) the date on which Developer achieves Operations Commencement (Permanent Project) or (ii) the date on which Developer achieves Final Completion (Permanent Project). (For the avoidance of doubt, Final Completion (Permanent Project) does not include the Hotel Extension Rooms.)

26. The City shall not issue a written release of Developer, other than as it may be compelled to do so by court order unless it issues a similar release of Guarantor.

IN WITNESS WHEREOF, this Guaranty has been duly executed as of the day and year first above written.

CITY OF CHICAGO, ILLINOIS, a municipal corporation

By:_____
Its:_____

BALLY'S CORPORATION, a Delaware corporation

By: _____
Its:_____

AMENDMENT OF SECTION 8-16-020 OF MUNICIPAL CODE REGARDING CURFEW HOURS FOR MINORS.

[O2022-1596]

On motion of Alderman Taliaferro, the City Council took up for consideration the report of the Committee on Public Safety, deferred and published in the *Journal of the Proceedings of the City Council of the City of Chicago*, of May 23, 2022, page 47843, recommending that the City Council *Pass* the proposed ordinance printed on pages 47843 through 47845 amending Section 8-16-020 of the Municipal Code regarding curfew hours for minors.

After debate, on motion of Alderman Taliaferro, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Hopkins, Mitchell, Harris, Lee, Cárdenas, Quinn, Curtis, O'Shea, Brookins, Tabares, Scott, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Austin, Mitts, Sposato, Nugent, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Osterman, Silverstein -- 30.

Nays -- Aldermen Dowell, King, Hairston, Sawyer, Beale, Sadlowski Garza, Burke, Lopez, Coleman, Moore, Taylor, Rodriguez, Sigcho-Lopez, Rodriguez-Sanchez, Ramirez-Rosa, Villegas, Vasquez, Martin, Hadden -- 19.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 8-16-020 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

8-16-020 Curfew Hours For Minors.

(a) Definitions. Whenever used in this section:

(1) "Curfew hours" means:

(A) For minors 12 ~~through 16~~ years of age or older, 10:00 P.M. on any day ~~Sunday, Monday, Tuesday, Wednesday, or Thursday~~ until 6:00 A.M. of the following day; and

(B) For minors younger than 12 years of age, 8:30 P.M. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 A.M. of the following day; and

(C) ~~For minors 12 through 16 years of age, 11:00 P.M. on any Friday or Saturday and until 6:00 A.M. of the following day; and~~

~~(D)~~ For minors younger than 12 years of age, 9:00 P.M. on any Friday or Saturday and until 6:00 A.M. of the following day.

(Omitted text is unaffected by this ordinance.)

(5) "Minor" means any person under ~~17~~ 18 years of age.

(Omitted text is unaffected by this ordinance.)

(10) "Serious bodily injury" means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement or protracted loss or impairment of the function of any bodily member or organ.

(11) "Ticketed or sponsored event" means a civic, charitable, community-sponsored, neighborhood-sponsored, entertainment, sporting, or other event: (i) organized, promoted, and carried out in full compliance with the City's ordinances, rules, and permit requirements by a not-for-profit entity in good standing with the City, and (ii) that requires a ticket or wristband for admission.

(Omitted text is unaffected by this ordinance.)

(c) Defenses.

(1) It is a defense to prosecution under subsection (b) that the minor was:

(Omitted text is unaffected by this ordinance.)

(H) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; ~~or~~

(I) Married or had been married or is an emancipated minor under the Emancipation of Mature Minors Act, as amended~~.~~; or

(J) Participating in, or returning home immediately after, a ticketed or sponsored event and has documentary evidence of their attendance at such event, including, but not limited to, a ticket stub or wristband with the event name preprinted on it.

(2) It is a defense to prosecution under subsection (b)(3) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect following due passage and approval.

MISCELLANEOUS BUSINESS.

None.

PRESENCE OF VISITORS NOTED.

The following individuals were in attendance and recognized by the City Council:

Morton Schapiro, president, Northwestern University; Jennifer Kunde, special assistant to the president; Saqib Suhrab Ashghar, director of presidential communications;

Dr. Terrell Odom, chair, Mayor's Advisory Council on Veterans' Affairs; Walidah Bennett, member, Mayor's Advisory Council on Veterans' Affairs; Dr. Jerry Field, member, Mayor's Advisory Council on Veterans' Affairs; and Deanna Love, director, Cook County Office of Veterans' Affairs.

Time Fixed For Next Succeeding Regular Meeting.

[O2022-1772]

By unanimous consent, Alderman Mitchell presented a proposed ordinance which reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the next regular meeting of the City Council of the City of Chicago shall be held on Wednesday, June 22, 2022, beginning at 10:00 A.M. in the Council Chamber on the second floor in City Hall, 121 North LaSalle Street, Chicago, Illinois. If prior to then there is a determination, in accordance with Section 7(e) of the Open Meetings Act, that an in-person meeting is not practical or prudent due to COVID-19, the next regular meeting of the City Council may be conducted by videoconference in accordance with applicable law. Any such determination will be posted on the City Clerk's website, along with an amended meeting agenda, indicating that the meeting will be conducted by videoconference, by 10:00 A.M. on Friday, June 17, 2022.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Mitchell, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Smith, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 49.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

Adjournment.

Thereupon, Alderman Mitchell moved that the City Council do *Adjourn.* The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, June 22, 2022, at 10:00 A.M., in the Council Chamber in City Hall.

Andrea M. Valencia

ANDREA M. VALENCIA,
City Clerk.

APPENDIX A

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of the
CITY COUNCIL
of the
CITY of CHICAGO, ILLINOIS

Regular Meeting – May 25, 2022

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Abbreviations And Acronyms

A	
Admin.	Administration
Agcy.	Agency
a.k.a.	Also Known As
Ald.	Alderman
AME	African Methodist Episcopal Church
ANLAP	Adjacent Neighbors Land Acquisition Program
App.	Application
Apt(s).	Apartment(s)
Assn.	Association
Assoc.	Associates
Asst.	Assistant
Atty.	Attorney
Ave	Avenue
A.M.	Ante Meridian
B	
B.A.	Bachelor of Arts
Bd. of Ed.	Board of Education
Bldg.	Building
Bhp.	Bishop
Blvd	Boulevard
C	
Capt.	Captain
Card.	Cardinal
CCL	Concealed Carry License
CDBG	Community Development Block Grant
CDC	Community Development Commission
CEO	Chief Executive Officer
CFD	Chicago Fire Department
CFO	Chief Financial Officer
CFP	Chicago Firearm Permit
CHA	Chicago Housing Authority
Chap.	Chapter
Chpl.	Chaplain
Chgo.	Chicago
Co.	Company
Col.	Colonel
Com.	Committee/Community
Comdr.	Commander
Coml.	Commercial
Comm.	Commerce/Commission
Condo	Condominium
Co-Op	Cooperative
C	
Corp.	Corporation
Corpl.	Corporal
Constr.	Construction
CPA	Certified Public Accountant
CPD	Chicago Police Department
CPS	Chicago Public Schools
Ct	Court
CTA	Chicago Transit Authority
D	
DARLEP	Digital Automated Red Light Enforcement Program
d.b.a.	Doing Business As
Deferred	Action Deferred
Deg.	Degree(s)
Det.	Detective
Dept.	Department
Devel.	Developer/Development
Dist.	District
Div.	Division
Dr.	Doctor
Dr	Drive
E	
E	East
EAV	Equalized Assessed Value
eb	eastbound
Elem.	Elementary
EMT	Emergency Medical Technician
Eng'r	Engineer
Equip.	Equipment
Exchg.	Exchange
Exec. Dir.	Executive Director
Expy.	Expressway
F	
FAA	Federal Aviation Administration
Fahr.	Fahrenheit
FAR	Floor Area Ratio
FBI	Federal Bureau of Investigation
FDA	Federal Drug Administration
F.F.	Firefighter
Filed	Placed on File
FOID	Firearm Owner's Identification Card
Fr.	Father
ft.	feet
f.k.a.	formerly known as

Abbreviations And Acronyms

G	
Gen.	General
Govt.	Government
H	
Hon.	Honorable
hrs.	hours
HUD	Housing and Urban Development
Hwy.	Highway
HQ	Headquarters
I	
IDOT	Illinois Dept. of Transportation
IL	Illinois
Inc.	Incorporated
Ind.	Industries
Ins.	Insurance
Insp. Gen.	Inspector General
Inst'l	Institutional
J	
Jr.	Junior
L	
LCpl	Lance Corporal
LLC	Limited Liability Company
LP	Limited Partnership
Lt.	Lieutenant
Ltd.	Limited
LUCHA	Latin United Community Housing Association
M	
Maj.	Major
M.B.	Master of Business Administration
MBE	Minority Business-Owned Enterprise
MWBE	Minority Women Business Enterprise
Mfg.	Manufacturing
MFT	Motor Fuel Tax
Mgmt.	Management
mins.	minutes
M	
MOPD	Mayors Office for People with Disabilities
Msgr.	Monsignor
Mun.	Municipal
N	
N	North
Natl.	National
NFP	Not-for-profit corporation
No.	Number
O	
Off.	Officer
Org.	Organization
P	
pg(s)	page(s)
PhD	Doctor of Philosophy
Pkg.	Package/Parking
Pkwy	Parkway
Pl	Place
Plz	Plaza
P.M.	Post Meridian
P.O.	Police Officer
PFC	Private First Class
Q	
Q1	1st Quarter (Jan – Mar)
Q2	2nd Quarter (Apr – Jun)
Q3	3rd Quarter (Jul – Sep)
Q4	4th Quarter (Oct – Dec)
R	
RA	Very Reverend
Rd.	Road
Re-Ref.	Re-Referred
Redevel.	Redevelopment
Ref.	Referred
Rehab	Rehabilitation
Res.	Residence/Residential
Rest.	Restricted
Rev.	Reverend
ROTC	Reserve Officer's Training Corps

Abbreviations And Acronyms

R	
ROW	Right-of-way
RR	Railroad
Rt. Rev.	Right Reverend
Ry.	Railway
RTA	Regional Transportation Authority
S	
S	South
SBIF	Small Business Improvement Fund
St.	Saint
Sch.	School
Sgt.	Sergeant
SFC.	Sergeant First Class
Sist.	Sister
Soc.	Society
Sq.	Square
Sr.	Senior
SSA	Special Service Area
SSgt.	Staff Sergeant
STEM	Science, Technology, Engineering and Math
Subdiv.	Subdivision
Supt.	Superintendent
T	
Terr	Terrace
Thru	through
TIF	Tax Increment Financing
Trans.	Transportation
W	
W	West
Y	
YMCA	Young Men's Christian Association
YWCA	Young Women's Christian Association

Zoning Districts

ARPG	Air Rights Planned Development
B	Business
BPD	Business Planned Development
BEPD	Business Entertainment Planned Development
C	Commercial
CRWPD	Commercial Residential Waterway Planned Development
CPD	Commercial Planned Development
DC	Downtown Core
DX	Downtown Mixed-Use
DR	Downtown Residential
DS	Downtown Service
IPD	Institutional Planned Development
IRBPD	Institutional Residential Business Planned Development
M	Manufacturing
MPD	Manufacturing Planned Development
PD	Planned Development
PMD	Planned Manufacturing
POS	Parks and Open Space
R	Residential
RM	Residential Multi-Unit
RBPD	Residential Business Planned Development
RIPD	Residential Institutional Planned Development
RPD	Residential Planned Development
RS	Residential Single Unit (Detached House)
RBIPD	Residential Business Institutional Planned Development
RT	Residential Two-Flat, Townhouse and Multi-Unit

Abbreviations And Acronyms

Zoning Districts

RWPD	Residential-Waterway Planned Development
SD	Special Character Overlay
T	Transportation
WPD	Waterway Planned Development
WBPD	Waterway Business Planned Development
WHPD	Waterway-Heliport Planned Development
WIPD	Waterway Industrial Planned Development

AGREEMENTS

Miscellaneous

Bally's Chicago Operating Co. LLC

Host Community Agreement regarding development and operation of Chicago Casino

Lightfoot (Mayor) SR2022-587

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 48006]

Adopted [C.J.p. 48422]

ALLEY

Ingress/Egress

Abunaser Shopping Center

3446 W Foster Ave

Nugent (39) O2022-1710

Referred [C.J.p. 48409] Transportation

Chicago Parking Solutions

933 W Margate Ter

Osterman (48) O2022-1718

Referred [C.J.p. 48411] Transportation

Jimmy's Auto Care

6116 N Elston Ave

Nugent (39) O2022-1711

Referred [C.J.p. 48409] Transportation

Wintrust Bank

4015 N Damen Ave

Martin (47) O2022-1714

Referred [C.J.p. 48411] Transportation

Wintrust Bank

1946 W Irving Park Rd

Martin (47) O2022-1716

Referred [C.J.p. 48411] Transportation

CITY COUNCIL

Aldermen

Resignations

Scott, Jr., Michael (Hon.)

24th Ward

Scott, Jr. (24) F2022-35

Filed [C.J.p. 48234]

Regular Meetings

June 22, 2022 at 10:00 A.M., Council Chambers

Mitchell (7) O2022-1772

Passed [C.J.p. 48640]

CITY COUNCIL

Special Meetings

May 25, 2022 at 3:00 P.M., Council Chambers

Taylor (20), and Others F2022-34

Filed

CITY DEPARTMENTS/AGENCIES

Finance

Chief Financial Officer required to provide quarterly reports as to compliance with Host Community Agreement, and appear annually at public hearings before Committee on Contracting Oversight and Equity to report on compliance with casino construction contracting goals, vendor goals and other stipulations

Lightfoot (Mayor) SO2022-1316

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 47997]

Passed as Substitute [C.J.p. 48413]

Mayor, Office of the

Authorization for Mayor to enter into Host Community Agreement with Bally's Corp. regarding development and operation of casino

Lightfoot (Mayor) SO2022-1316

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 47997]

Passed as Substitute [C.J.p. 48413]

COMMENDATIONS & DECLARATIONS

Brandt, Pamela

Retirement as principal of William C. Goudy Technology Academy

Osterman (48) R2022-593

Adopted [C.J.p. 48396]

Celebration of Armed Forces Day

Lightfoot (Mayor), and Others R2022-596

Adopted [C.J.p. 48231]

Gomez, Daniel

Retirement as principal of Stephen K. Hayt Elementary

Osterman (48) R2022-594

Adopted [C.J.p. 48397]

COMMENDATIONS & DECLARATIONS

Moore, Stan

Community service

Hairston (5) R2022-591

Adopted [C.J.p. 48392]

Rataj, Stanley G. (Fr.)

Retirement from Our Lady of the Snows

Rodriguez (22) R2022-590

Adopted [C.J.p. 48395]

Schapiro, Morton

Retirement as president of Northwestern University

Lightfoot (Mayor), and Others R2022-562

Adopted [C.J.p. 48228]

COMMITTEE/PUBLIC HEARINGS

Committee on Health and Human Relations

Call for hearing on failure of CPS to meet religious dietary needs of students

Lopez (15) R2022-597

Referred [C.J.p. 48406] Health

FINANCE FUNDS

Affordable Housing Opportunity Fund

Establishment of Police Officers Home Buyer Assistance and Police Recruitment Program in accordance with Municipal Code Section 2-44-085(l)(1)

O'Shea (19), and Others O2022-1748

Referred [C.J.p. 48406] Budget

HISTORICAL LANDMARKS

Permit Fee Waivers

Uptown Square District

1039-1059 W Lawrence Ave

Cappleman (46) Or2022-114

Referred [C.J.p. 46868] Zoning

Passed [C.J.p. 48372]

JOURNAL CORRECTIONS

Year 2021

Deleting Code citation "06-120-120" on third line, replacing with "06-120-020" (SO2021-4644)

December 15, 2021, C.J.p. 42671

Valencia (Clerk) O2022-466

Referred [C.J.p. 44231] Rules

Passed [C.J.p. 48235]

MUNICIPAL CODE AMENDMENTS

Title 2 - City Government & Administration

Ch. 32 Dept. of Finance

2-32-031(h) adding authority of Chief Financial Officer to enter into agreements, and oversight of other documents related to revenues of City casino, with appropriation of such revenues subject to City Council approval

Lightfoot (Mayor) SO2022-1316

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 47997]

Passed as Substitute [C.J.p. 48413]

Ch. 96 Office of Public Safety Administration

2-96-050 (new) requiring Executive Director, if any alderman expends funds for installation of Police Observation Device camera, to procure and install such additional device at location selected by alderman

O'Shea (19), and Others O2022-1748

Referred [C.J.p. 48406] Budget

Ch. 156 Governmental Ethics

2-156-010 (d-1) (e) (e-1) (l) (p) modifying definitions of City Council employee, City Council Contractor, City contractor, city property, financial interest and lobbyist

Smith (43), and Others O2022-1100

Referred [C.J.p. 46866] Rules

Deferred and Published [C.J.p. 48237]

2-156-030 (b) (c) (d) expanding restrictions on employment of relatives or domestic partners of elected officials

Smith (43), and Others O2022-1100

Referred [C.J.p. 46866] Rules

Deferred and Published [C.J.p. 48237]

2-156-030 (b) expanding provision prohibiting improper influence by elected officials, domestic partners or spouse

Smith (43), and Others O2022-1100

Referred [C.J.p. 46866] Rules

Deferred and Published [C.J.p. 48237]

MUNICIPAL CODE AMENDMENTS

Title 2 - City Government & Administration

Ch. 156 Governmental Ethics

2-156-060 prohibiting any official, employee, City Council employee or candidate for City office from engaging in unauthorized use of any City property

Smith (43), and Others O2022-1100

Referred [C.J.p. 46866] Rules

Deferred and Published [C.J.p. 48237]

2-156-080 (b) expanding provision describing conflicts of interest and appearance of impropriety by elected officials and their domestics partners or spouses, and how they can be avoided

Smith (43), and Others O2022-1100

Referred [C.J.p. 46866] Rules

Deferred and Published [C.J.p. 48237]

2-156-090 (a) expanding provision governing representation of other persons by elected official or employees

Smith (43), and Others O2022-1100

Referred [C.J.p. 46866] Rules

Deferred and Published [C.J.p. 48237]

2-156-135 (b) modifying provision governing prohibited political activities by officials, employees or candidates for City office

Smith (43), and Others O2022-1100

Referred [C.J.p. 46866] Rules

Deferred and Published [C.J.p. 48237]

2-156-142 (d) (f) expanding restrictions on offering, receiving and soliciting of gifts or favors

Smith (43), and Others O2022-1100

Referred [C.J.p. 46866] Rules

Deferred and Published [C.J.p. 48237]

2-156-143 (a) thru (d) expanding and clarifying provisions governing employee-to-employee gifts

Smith (43), and Others O2022-1100

Referred [C.J.p. 46866] Rules

Deferred and Published [C.J.p. 48237]

MUNICIPAL CODE AMENDMENTS

Title 2 - City Government & Administration

Ch. 156 Governmental Ethics

2-156-145 (b) modifying provision governing ethics and sexual harassment

Smith (43), and Others O2022-1100

Referred [C.J.p. 46866] Rules

Deferred and Published [C.J.p. 48237]

2-156-150 (a) City Council employees and City Council contractors who are not solely clerical referred to as "reporting individuals"

Smith (43), and Others O2022-1100

Referred [C.J.p. 46866] Rules

Deferred and Published [C.J.p. 48237]

2-156-160 (a-14) requiring each City Council employee and City Council Contractor to identify City Council member or committee or bureau for whom they work at time of filing statements of financial interest

Smith (43), and Others O2022-1100

Referred [C.J.p. 46866] Rules

Deferred and Published [C.J.p. 48237]

2-156-301 restricting lobbying on floor of City Council or committee meetings

Smith (43), and Others O2022-1100

Referred [C.J.p. 46866] Rules

Deferred and Published [C.J.p. 48237]

2-156-445 (a) expanding limitations of contributing to candidates and elected officials

Smith (43), and Others O2022-1100

Referred [C.J.p. 46866] Rules

Deferred and Published [C.J.p. 48237]

2-156-465 (b) modifying sanctions for failure of any employee or official to complete ethics training

Smith (43), and Others O2022-1100

Referred [C.J.p. 46866] Rules

Deferred and Published [C.J.p. 48237]

MUNICIPAL CODE AMENDMENTS

Title 2 - City Government & Administration

Ch. 156 Governmental Ethics

2-156-505 clarifying provision regarding authority of executive director to impose or levy fine on persons determined to have violated pertinent sections under Chapter

Smith (43), and Others O2022-1100

Referred [C.J.p. 46866] Rules

Deferred and Published [C.J.p. 48237]

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 4 General Licensing Provisions

4-14-010 modifying definition of "objectionable conditions" by adding "illegal gambling"

Lightfoot (Mayor) SO2022-1316

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 47997]

Passed as Substitute [C.J.p. 48413]

4-4-125 (new) (a) thru (d) prohibiting any licensee from allowing third parties to host any unpermitted event or party at licensee premises outside operating hours, with exceptions stated in subsection (b)

Taliaferro (29) O2022-1747

Referred [C.J.p. 48407] License

4-4-313 (h)(3) modifying description of "objectionable conditions" to include "illegal gambling"

Lightfoot (Mayor) SO2022-1316

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 47997]

Passed as Substitute [C.J.p. 48413]

4-60-021 RESUME HERE

Lightfoot (Mayor) SO2022-1316

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 47997]

Passed as Substitute [C.J.p. 48413]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 4 General Licensing Provisions

4-6-180 (f) specifying unlawful activities for hotel license holders but inserting language excepting conduct authorized by Illinois Gambling Act or Sports Wagering Act, each as in effect on May 4, 2022

Lightfoot (Mayor) SO2022-1316

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 47997]

Passed as Substitute [C.J.p. 48413]

Ch. 6 Regulated Business License

4-6-180 (f) modifying prohibited acts of hotel license holders by excluding conduct authorized by Illinois Gambling Act or Sports Wagering Act, each as in effect on May 4, 2022

Lightfoot (Mayor) SO2022-1316

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 47997]

Passed as Substitute [C.J.p. 48413]

4-6-230 (g) deleting subsection (5) regarding booting of motor vehicles on private property

Reboyras (30), Lopez (15) O2022-1217

Referred [C.J.p. 46858] Rules

Re-Referred [C.J.p. 48236] License

Ch. 14 Shared Housing Units

4-14-010 modifying definition of "objectionable conditions" to include "illegal gambling" in the list

Lightfoot (Mayor) SO2022-1316

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 47997]

Passed as Substitute [C.J.p. 48413]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 60 Liquor Dealers

4-60-021 and 4-60-024 modifying provisions governing sale of liquor to allow issuance of licenses for casinos

Lightfoot (Mayor) SO2022-1316

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 47997]

Passed as Substitute [C.J.p. 48413]

4-60-023 (35.83) allow additional package goods licenses on portions of W Fullerton Ave

Ramirez-Rosa (35) O2022-1762

Referred [C.J.p. 48409] License

4-60-072 (new) establishing provision regulating liquor licenses in casinos

Lightfoot (Mayor) SO2022-1316

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 47997]

Passed as Substitute [C.J.p. 48413]

Ch. 64 Tobacco Dealers

4-64-518 (new) (a) thru (e) establishing requirements regarding prohibition on issuance of additional retail tobacco dealer licenses

Napolitano (41), and Others O2022-1756

Referred [C.J.p. 48410] License

4-64-519 restrictions on additional licenses [subsections Reserved]

Napolitano (41), and Others O2022-1756

Referred [C.J.p. 48410] License

Ch. 156 Amusements

4-156-010 modifying definition of "amusement" by excluding lawful gambling at casino as defined in 230 ILCS 10/4

Lightfoot (Mayor) SO2022-1316

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 47997]

Passed as Substitute [C.J.p. 48413]

MUNICIPAL CODE AMENDMENTS

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 156 Amusements

4-156-150 modifying definition of "automatic amusement device" by excluding machines used for lawful gambling at casinos as defined in 230 ILCS 10/4

Lightfoot (Mayor) SO2022-1316

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 47997]

Passed as Substitute [C.J.p. 48413]

4-156-160 excluding casinos from tax imposed under Section

Lightfoot (Mayor) SO2022-1316

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 47997]

Passed as Substitute [C.J.p. 48413]

4-156-450 modifying provision prohibiting gambling by excluding those conduct authorized by Sports Wagering Act, 230 ILCS 45/25-1, et seq. or Illinois Gambling Act, 230 ILCS 10/1, et seq., each as in effect on May 4, 2022

Lightfoot (Mayor) SO2022-1316

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 47997]

Passed as Substitute [C.J.p. 48413]

Title 6 - Worker Protections

17-6-0403-G 7.c adding PMD.4B to list of districts where floor area limit for food and beverage retail sales uses does not apply

Burnett (27) O2022-1035

Referred [C.J.p. 46856] Zoning

Passed [C.J.p. 48249]

MUNICIPAL CODE AMENDMENTS

Title 8 - Offenses Affecting Public Peace, Morals & Welfare

Ch. 12 Gambling

8-12-010 modifying exceptions from provision prohibiting gambling, referencing Illinois statutes in effect on May 4, 2022, Illinois Gambling Act or Sports Wagering Act

Lightfoot (Mayor) SO2022-1316
Direct Introduction Chicago Casino
Deferred and Published [C.J.p. 47997]
Passed as Substitute [C.J.p. 48413]

Ch. 16 Offenses By or Against Minors

8-16-020 (a) (c) modifying description of "curfew hours" and adding definition of "ticketed or sponsored event", and expanding list of actions as defense to prosecution under subsection (b)

Lightfoot (Mayor) O2022-1596
Direct Introduction Public Safety
Deferred and Published [C.J.p. 47843]
Passed [C.J.p. 48638]

Title 9 - Vehicles, Traffic & Rail Transportation

Ch. 12 Traffic & Speed Restrictions

9-12-090 (a) thru (d) expanding provision governing impoundment of vehicles involved in drag racing as defined in Section 9-4-010

Reilly (42), and Others O2022-1766
Referred [C.J.p. 48410] Pedestrian and Traffic Safety

9-12-100 (a) thru (d)expanding provision governing impoundment of vehicles involved in drifting as defined in Section 9-4-010

Reilly (42), and Others O2022-1766
Referred [C.J.p. 48410] Pedestrian and Traffic Safety

Title 14X - Minimum Requirements for Existing Buildings

Ch. 14X-8 Heating, Cooling and Mechanical Systems

14X-8-803.2 modifying cooling requirements for nursing homes and senior housing facilities

Hadden (49), and Others O2022-1753
Referred [C.J.p. 48412] Zoning

MUNICIPAL CODE AMENDMENTS

Title 14X - Minimum Requirements for Existing Buildings

Ch. 14X-8 Heating, Cooling and Mechanical Systems

14X-8-8-802.2.2 modifying heating requirements for dwelling and sleeping units

Hadden (49), and Others O2022-1752
Referred [C.J.p. 48411] Zoning

Title 17 - Chicago Zoning Ordinance

Ch. 4 Downtown Districts

17-4-0207 (RR) adding Section 17-9-0110 (Casino) to use and table standards for sports and recreation

Lightfoot (Mayor) SO2022-1316
Direct Introduction Chicago Casino
Deferred and Published [C.J.p. 47997]
Passed as Substitute [C.J.p. 48413]

Ch. 6 Special Purpose Districts

17-6-0403-F permitting non-accessory parking and RVs or boat storage within PMD No. 15

Taliaferro (29) O2022-1746
Referred [C.J.p. 48408] Zoning

Ch. 8 Planned Developments

17-8-0510-E requiring planned development review and approval for any casino, and such use to be established only in DX zoning district

Lightfoot (Mayor) SO2022-1316
Direct Introduction Chicago Casino
Deferred and Published [C.J.p. 47997]
Passed as Substitute [C.J.p. 48413]

Ch. 9 Use Regulations

17-9-0120 (new) requiring casino to be conducted in completely enclosed buildings, located in DX zoning district, and established pursuant planned development standards of Section 17-8-0500

Lightfoot (Mayor) SO2022-1316
Direct Introduction Chicago Casino
Deferred and Published [C.J.p. 47997]
Passed as Substitute [C.J.p. 48413]

MUNICIPAL CODE AMENDMENTS

Title 17 - Chicago Zoning Ordinance

Ch. 13 Review & Approval Procedures

17-13-0205 excepting text amendment involving casinos from procedures outlined in Sections 17-13-0201, 17-13-0202 and 17-13-0203

Lightfoot (Mayor) SO2022-1316

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 47997]

Passed as Substitute [C.J.p. 48413]

Ch. 17 Terminology & Measurements, Land Use & Zoning-Tables & Index

17-17-0104-AA adding "casinos" to list of participant sport and recreation uses

Lightfoot (Mayor) SO2022-1316

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 47997]

Passed as Substitute [C.J.p. 48413]

17-17-0234 (new) describing "casino" as facility at which gambling is authorized as provided in Illinois Gambling Act as in effect on May 4, 2022

Lightfoot (Mayor) SO2022-1316

Direct Introduction Chicago Casino

Deferred and Published [C.J.p. 47997]

Passed as Substitute [C.J.p. 48413]

PARKING

Handicapped

738 W 48th Pl

Lee (11) O2022-1713

Referred [C.J.p. 48400] Pedestrian and Traffic Safety

8837 S Beverly Ave

Brookins (21) O2022-1721

Referred [C.J.p. 48400] Pedestrian and Traffic Safety

2340 N Central Park Ave

Ramirez-Rosa (35) O2022-1759

Referred [C.J.p. 48401] Pedestrian and Traffic Safety

PARKING

Handicapped

11125 S Christiana Ave

O'Shea (19) O2022-1719

Referred [C.J.p. 48400] Pedestrian and Traffic Safety

8050 S Euclid Ave

Harris (8) O2022-1768

Referred [C.J.p. 48400] Pedestrian and Traffic Safety

2929 S Farrell St

Lee (11) O2022-1712

Referred [C.J.p. 48400] Pedestrian and Traffic Safety

8546 S Hermitage Ave

Brookins (21) O2022-1724

Referred [C.J.p. 48400] Pedestrian and Traffic Safety

2312 N Karlov Ave

Remove

Ramirez-Rosa (35) O2022-1761

Referred [C.J.p. 48402] Pedestrian and Traffic Safety

9517 S Lowe Ave

Brookins (21) O2022-1729

Referred [C.J.p. 48400] Pedestrian and Traffic Safety

3062 S Lyman St

Lee (11) O2022-1709

Referred [C.J.p. 48400] Pedestrian and Traffic Safety

9207 S May St

Brookins (21) O2022-1730

Referred [C.J.p. 48400] Pedestrian and Traffic Safety

8004 S Morgan St

Brookins (21) O2022-1733

Referred [C.J.p. 48400] Pedestrian and Traffic Safety

8233 S Morgan St

Brookins (21) O2022-1726

Referred [C.J.p. 48400] Pedestrian and Traffic Safety

PARKING

Handicapped

8544 S Morgan St
Brookins (21) O2022-1727
Referred [C.J.p. 48400] Pedestrian and Traffic Safety

9244 S Parnell Ave
Brookins (21) O2022-1722
Referred [C.J.p. 48401] Pedestrian and Traffic Safety

8055 S Peoria St
Brookins (21) O2022-1731
Referred [C.J.p. 48401] Pedestrian and Traffic Safety

9351 S Peoria St
Brookins (21) O2022-1728
Referred [C.J.p. 48401] Pedestrian and Traffic Safety

9638 S Princeton Ave
Brookins (21) O2022-1725
Referred [C.J.p. 48401] Pedestrian and Traffic Safety

9806 S Princeton Ave
Brookins (21) O2022-1734
Referred [C.J.p. 48401] Pedestrian and Traffic Safety

3151 S Racine Ave
Remove
Lee (11) O2022-1715
Referred [C.J.p. 48402] Pedestrian and Traffic Safety

8818 S Racine Ave
Brookins (21) O2022-1723
Referred [C.J.p. 48401] Pedestrian and Traffic Safety

4848 S Ridgeway Ave
Ramirez-Rosa (35) O2022-1758
Referred [C.J.p. 48401] Pedestrian and Traffic Safety

4928 N Ridgeway Ave
Remove
Nugent (39) O2022-1740
Referred [C.J.p. 48402] Pedestrian and Traffic Safety

PARKING

Handicapped

5041 N Ridgeway Ave
Remove
Nugent (39) O2022-1741
Referred [C.J.p. 48402] Pedestrian and Traffic Safety

8014 S Throop St
Brookins (21) O2022-1720
Referred [C.J.p. 48401] Pedestrian and Traffic Safety

3120 S Union Ave
Remove
Lee (11) O2022-1717
Referred [C.J.p. 48402] Pedestrian and Traffic Safety

8626 S Union Ave
Brookins (21) O2022-1732
Referred [C.J.p. 48401] Pedestrian and Traffic Safety

Loading/Standing/Tow Zones

2148-2150 S Archer Ave
Sigcho-Lopez (25) O2022-1737
Referred [C.J.p. 48404] Pedestrian and Traffic Safety

S Wentworth Ave, 1700 block
Except Authorized Park District Users and Personnel
Sigcho-Lopez (25) O2022-1735
Referred [C.J.p. 48403] Pedestrian and Traffic Safety

Residential Permit

900-918 W 19th Pl
Sigcho-Lopez (25) O2022-1754
Referred [C.J.p. 48403] Pedestrian and Traffic Safety

1914-1932 S Peoria St
Sigcho-Lopez (25) O2022-1755
Referred [C.J.p. 48403] Pedestrian and Traffic Safety

854-890 N Sacramento Ave
Maldonado (26) Or2022-149
Referred [C.J.p. 48403] Pedestrian and Traffic Safety

PARKING

Residential Permit

122-298 W Wilcox St, 3800-3899 W Adams St

Zone No. 2339 - amend

Ervin (28) O2022-1738

Referred [C.J.p. 48404] Pedestrian and Traffic Safety

PUBLIC WAY USAGE

Grants of Privilege

Jimenez Fresh Market

5330 W Belmont Ave

Sign

Reboyras (30) O2022-1749

Referred [C.J.p. 48408] Transportation

SIGNS/SIGNBOARDS

5211 S Cicero Ave

Permit No. 100964903

Burke (14) Or2022-108

Referred [C.J.p. 46851] Zoning

Passed [C.J.p. 48377]

5211 S Cicero Ave

Permit No. 100964904

Burke (14) Or2022-107

Referred [C.J.p. 46851] Zoning

Passed [C.J.p. 48378]

5211 S Cicero Ave

Permit No. 100964906

Burke (14) Or2022-106

Referred [C.J.p. 46851] Zoning

Passed [C.J.p. 48379]

2785 N Clybourn Ave

Waguespack (32) Or2022-113

Referred [C.J.p. 46858] Zoning

Passed [C.J.p. 48380]

921 S Jefferson St

Southwest corner elevation

Sigcho-Lopez (25) Or2022-116

Referred [C.J.p. 46854] Zoning

Passed [C.J.p. 48385]

SIGNS/SIGNBOARDS

921 S Jefferson St

West elevation

Sigcho-Lopez (25) Or2022-115

Referred [C.J.p. 46854] Zoning

Passed [C.J.p. 48386]

2501 N Western Ave

La Spata (1) Or2022-111

Referred [C.J.p. 46846] Zoning

Passed [C.J.p. 48389]

STREETS

Honorary Designations

"Magda Ramirez-Castaneda Way"

W 18th St, from S Laflin St to S Ashland Ave

Sigcho-Lopez (25), Ramirez- O2022-1757

Referred [C.J.p. 48407] Transportation

"Michael H. Bankston III Ave"

W Wrightwood Ave, from N Logan Blvd to N Spaulding Ave

Ramirez-Rosa (35) O2022-1760

Referred [C.J.p. 48409] Transportation

TRAFFIC

Direction

One-Way

W Palmer St, from N Kostner Ave to N Pulaski Rd

Easterly

Ramirez-Rosa (35) O2022-1764

Referred [C.J.p. 48399] Pedestrian and Traffic Safety

Signs

Stop Signs

W 94th St, and S Hamilton Ave

Stop

O'Shea (19) O2022-1745

Referred [C.J.p. 48404] Pedestrian and Traffic Safety

TRIBUTES

Kozicki, Donald T.

Lee (11) R2022-592

Adopted [C.J.p. 48394]

ZONING RECLASSIFICATIONS

Map No. 1-G

Fohrman Properties LLC

1358-1360 W Randolph St

App No. 21001T1, C1-3 to DX-3

Misc. Transmittal SO2022-1039

Referred [C.J.p. 46054] Zoning

Passed as Substitute [C.J.p. 48252]

Map No. 3-H

925 N Ashland LLC

1320 N Wicker Park Ave

App No. 21003T1, C1-2 to B2-3

Misc. Transmittal O2022-1041

Referred [C.J.p. 46061] Zoning

Passed [C.J.p. 48258]

Map No. 4-H

1628-1650 W 17th St, 1629-1651 W 16th St

App No. A8487, RT-4 to POS-4

Sigcho-Lopez (25) O2019-5785

Referred [C.J.p. 4323] Zoning

Deferred and Published [C.J.p. 48390]

Cloud Property Management LLC, 2018 Series

2018 W 21st Pl

App No. 20818T1, RT-4 to B2-3

Misc. Transmittal O2021-3960

Referred [C.J.p. 34239] Zoning

Passed [C.J.p. 48273]

Map No. 5-I

Huff, Brad and Anne Marie Jensen

2309 N Maplewood Ave

App No. 21007T1, RS-3 to RT-4

Misc. Transmittal SO2022-1045

Referred [C.J.p. 46055] Zoning

Passed as Substitute [C.J.p. 48282]

ZONING RECLASSIFICATIONS

Map No. 6-H

Cloud Property Management LLC, 2315 Series

2315 W 24th Pl

App No. 20826T1, RM-6 to B2-3

Misc. Transmittal O2021-4064

Referred [C.J.p. 34239] Zoning

Passed [C.J.p. 48290]

Map No. 6-J

Garcia, Reyna

2544 S Hamlin Ave

App No. 21023, RT-4 to B3-2

Misc. Transmittal O2022-1204

Referred [C.J.p. 46054] Zoning

Passed [C.J.p. 48298]

Map No. 7-I

2820 N Elston Development LLC

2820-2830 N Elston Ave

App No. 21015T1, C1-2 to C1-3

Misc. Transmittal O2022-1165

Referred [C.J.p. 46062] Zoning

Passed [C.J.p. 48298]

Map No. 7-J

Donison LLC

2733 N Pulaski Rd

App No. 21002T1, M1-1 to B2-1

Misc. Transmittal O2022-1040

Referred [C.J.p. 46053] Zoning

Passed [C.J.p. 48312]

Map No. 7-L

Martinez, Carlos

5245 W Fletcher St

App No. 20999, RS-3 to RT-3.5

Misc. Transmittal O2022-1162

Referred [C.J.p. 46056] Zoning

Passed [C.J.p. 48319]

ZONING RECLASSIFICATIONS

Map No. 8-G

Katsafados, Nicholas D.

3357 S Carpenter St

App No. 20975T1, RS-3 to RM-5

Misc. Transmittal		O2022-782
Referred	[C.J.p. 45409]	Zoning
Passed	[C.J.p. 48319]	

Map No. 9-G

Lion Halsted 3 LLC

3322 N Halsted St

App No. 21019T1, C1-2 to C1-3

Misc. Transmittal		SO2022-1178
Referred	[C.J.p. 46055]	Zoning
Passed as Substitute	[C.J.p. 48325]	

Map No. 9-H

3904 N Hamilton LLC

3904 N Hamilton Ave

App No. 21018, RS-3 to RT-4

Misc. Transmittal		O2022-1177
Referred	[C.J.p. 46062]	Zoning
Passed	[C.J.p. 48334]	

Irving Flats LLC

1647-1649 W Irving Park Rd

App No. 20922T1, B1-1 to B2-3

Misc. Transmittal		SO2022-315
Referred	[C.J.p. 43170]	Zoning
Passed as Substitute	[C.J.p. 48334]	

Map No. 9-I

Trask, Jennifer and Joseph Rodney

3318 N Troy St

App No. 21005, RS-3 to RM-4.5

Misc. Transmittal		O2022-1043
Referred	[C.J.p. 46059]	Zoning
Passed	[C.J.p. 48344]	

ZONING RECLASSIFICATIONS

Map No. 9-J

WS Partners LLC

3614 N Kedzie Ave

App No. 21004, RS-3 to C1-1

Misc. Transmittal		O2022-1042
Referred	[C.J.p. 46060]	Zoning
Passed	[C.J.p. 48344]	

Map No. 9-K

Szymanski, Rafael

4211 W Roscoe St

App No. 20998, RS-3 to RT-4

Misc. Transmittal		O2022-1161
Referred	[C.J.p. 46059]	Zoning
Passed	[C.J.p. 48345]	

Map No. 10-E

Sip & Savor 47, Inc.

78 E 47th St, a.k.a. 4648 S Michigan Ave

App No. 20997, B2-3 and RM-5 to C1-3

Misc. Transmittal		O2022-1160
Referred	[C.J.p. 46058]	Zoning
Passed	[C.J.p. 48345]	

Map No. 11-H

Lawlin Associates LLC

4748-4756 N Oakley Ave, 2301-2305 W Lawrence Ave

App No. 21021, B1-1 to C1-1

Misc. Transmittal		O2022-1192
Referred	[C.J.p. 46055]	Zoning
Passed	[C.J.p. 48346]	

Orzechowski, Lori A.

2176 W Eastwood Ave

App No. 21011, RS-3 to RT-4

Misc. Transmittal		O2022-1107
Referred	[C.J.p. 46056]	Zoning
Passed	[C.J.p. 48346]	

ZONING RECLASSIFICATIONS

Map No. 11-L

Chicago Title Land Trust as trustee under trust agreement dated 02/01/99 Trust No. 1106670
4415 N Milwaukee Ave
App No. 21017T1, B3-2 to B2-3
Misc. Transmittal O2022-1176
Referred [C.J.p. 46053] Zoning
Passed [C.J.p. 48347]

Map No. 13-G

Huner, Rex and Alexander Schnieper
854 W Castlewood Ter
App No. 21024T1, RS-1 to RT-4
Misc. Transmittal SO2022-1211
Referred [C.J.p. 46055] Zoning
Passed as Substitute [C.J.p. 48355]

Steep Theater Co.
5300-5318 N Kenmore Ave
App No. 21020, RM-5 to B1-1
Misc. Transmittal O2022-1180
Referred [C.J.p. 46058] Zoning
Passed [C.J.p. 48363]

Map No. 13-J

Merritt, Stephen
3305-3307 W Catalpa Ave
App No. 21016, RS-3 to RM-4.5
Misc. Transmittal O2022-1167
Referred [C.J.p. 46056] Zoning
Passed [C.J.p. 48363]

Map No. 14-I

Barajas, Antonio and Ciro Hernandez
2423 W 59th St
App No. 21025, B1-2 to C1-2
Misc. Transmittal O2022-1212
Referred [C.J.p. 46052] Zoning
Passed [C.J.p. 48364]

ZONING RECLASSIFICATIONS

Map No. 14-J

Midway Tire and Auto Service LLC
3301 W 59th St
App No. 20963, RS-3 to C1-1
Misc. Transmittal O2022-769
Referred [C.J.p. 45412] Zoning
Passed [C.J.p. 48364]

Map No. 15-G

Mehmeti, Astrit
1215-1219 W Devon Ave
App No. 21013T1, B3-1 to B3-3
Misc. Transmittal SO2022-1109
Referred [C.J.p. 46056] Zoning
Passed as Substitute [C.J.p. 48365]

Map No. 15-H

WG Tavern LLC
6318-6320 N Clark St
App No. 21009, B3-2 to C1-2
Misc. Transmittal O2022-1047
Referred [C.J.p. 46059] Zoning
Passed [C.J.p. 48370]

Map No. 17-I

Hendley, Tirell and Stacey-Ann
6524 N Rockwell St
App No. 21006, RS-3 to RT-3.5
Misc. Transmittal O2022-1044
Referred [C.J.p. 46054] Zoning
Passed [C.J.p. 48370]

Map No. 18-I

Zizumbo, Armand
7733 S Kedzie Ave
App No. 21022, B1-1 to B3-1
Misc. Transmittal O2022-1195
Referred [C.J.p. 46060] Zoning
Passed [C.J.p. 48371]

ZONING RECLASSIFICATIONS

Map No. 18-J

79 Street Enterprises LLC

3712-3722 W 79th St

App No. 21026, B1-1 to C1-1

Misc. Transmittal		O2022-1213
Referred	[C.J.p. 46061]	Zoning
Passed	[C.J.p. 48371]	

Map No. 22-F

Williams, Anthony

8900 S Holland Rd

App No. 21012, M1-2 to M2-2

Misc. Transmittal		O2022-1108
Referred	[C.J.p. 46060]	Zoning
Passed	[C.J.p. 48372]	