

EXHIBIT L

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, a Delaware 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, a Delaware limited
liability company

By: _____
Its: _____

[Signature Page – Notice of Agreement]

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]