EXHIBIT E TO THE ORDINANCE

Form of Sixty-Sixth Amending Agreement

to

ADMINISTRATIVE SERVICES AGREEMENT

This Sixty-Fifth Amending Agreement to Administrative Services Agreement (the "Agreement") is made this _____ day of _____, 2026, by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Planning and Development ("DPD"), and SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor") whose office address is 209 South LaSalle Street, Suite 203, Chicago, IL 60604.

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, by ordinances adopted by the City Council of the City on July 21, 1999 and on November 8, 2000, and published in the Journal of Proceedings of the City Council for said dates at pages 8307 to 8344, inclusive, and pages 43877-43930, inclusive, respectively (the "SBIF Ordinances"), the City implemented and amended a redevelopment program known as the Small Business Improvement Fund program (the "SBIF Program") to provide financing assistance pursuant to the Act for the improvement of commercial and industrial facilities of small businesses in certain redevelopment project areas ("TIF Areas") in the City; and

WHEREAS, the City Council, under the SBIF Ordinances, authorized DPD to enter into agreements with SomerCor, and DPD and SomerCor entered into one agreement on September 22, 1999 ("First SomerCor Agreement") and another agreement on March 12, 2001 ("Second SomerCor Agreement"), to administer the SBIF Programs on behalf of the City; and

WHEREAS, in multiple ordinances adopted by the City Council, the most recent of which was adopted on _____, 2026 and published in the Journal of Proceedings of the City Council for said date starting at page _____ (the "Sixty-Sixth Amending Ordinance"), the City Council authorized DPD to enter into agreements with SomerCor amending the First SomerCor Agreement and the Second SomerCor Agreement to make various changes to the administration of the SBIF Program; and

WHEREAS, the Sixty-Sixth Amending Ordinance authorized DPD to enter into an agreement with SomerCor to allocate new funding to three existing areas and to allocate additional funding to 33 existing areas, and to amend some of the rules and requirements and application intake and processing procedures of the SBIF Program, and DPD and SomerCor now desire to enter into such an agreement, which will amend the Second SomerCor Agreement (the "Sixty-Sixth Amending Agreement");

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

ARTICLE I

INCORPORATION AND RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE II

REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS

SomerCor reaffirms each and every representation, warranty and covenant made in Article III of the Second SomerCor Agreement. SomerCor reaffirms that it has insurance in force that conforms to the requirements of Section 4.8 of the Second SomerCor Agreement.

ARTICLE III

AMENDMENTS TO SECOND SOMERCOR AGREEMENT

1. The Second SomerCor Agreement, as amended, is further amended, as follows:

(a) Substitute the entire text of Exhibit 1 regarding Program Rules with the text contained in Exhibit C attached to the Sixty-Sixth Amending Ordinance.

(b) Replace the Amended and Restated Application Intake and Processing Procedures with the text contained in Exhibit D attached to the Sixty-Sixth Amending Ordinance.

(c) Replace 3.1.5. Confidentiality with:

> All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract (the "Deliverables") are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract. Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner. If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the Commissioner, CPO and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or

request is quashed or the time to produce is otherwise extended.

(d) Amend the text in Exhibit 5 thereof to provide new maximum amounts of funds for the New TIF Areas and the Existing TIF Areas as set forth in Exhibit 1 attached hereto and incorporated herein.

(e) substitute the following for each occurrence of "Three Hundred Sixteen Million and Two Hundred Thirty-five Thousand Dollars ($316,235,000)" in Section 4.2 thereof:

"Three Hundred Fifty-Nine Million, Five Hundred Eighty-Five Thousand Dollars ($359,585,000)"

(f) All references to "Target Corridor" or "Target Corridors" in the Second SomerCor Agreement or the Program Rules, or as shown on maps and drawings related thereto, are hereby terminated for purposes of new applications and other new actions in connection with the Program.

Except as set forth herein, the Agreement is not amended.

IN WITNESS WHEREOF, the City and SomerCor have executed this Agreement as of the date first set forth above.

CITY OF CHICAGO, by and through its Department of Planning and Development

By: _____
Ciere Boatright, Commissioner

SOMERCOR 504, INC.

By: _____

Its: _____

EXHIBIT 1 to Sixty-Sixth Amending Agreement

Redevelopment Project Area	Funding Authorized by this Ordinance ($)	Funding Authorized by Previous Ordinance ($)	Funding Authorized by this Ordinance and Previous Ordinance Totals ($)
111th/Kedzie	$1,000,000	$3,250,000	$4.250,000
24th/Michigan	$1,000,000	$1,000,000	$2,000,000
35th/Halsted	$2,000,000	$7,250,000	$9,250,000
63rd/Ashland	$1,000,000	$1,500,000	$2,500,000
63rd/Pulaski	$2,000,000	$4,200,000	$6,200,000
67th/Wentworth	$250,000	$3,325,000	$3,575,000
79th Street Corridor	$1,000,000	$1,500,000	$2,500,000
95th/Western	$500,000	$1,300,000	$1,800,000
Armitage/Pulaski	$1,300,000	$2,500,000	$3,800,000
Avondale	$1,300,000	$2,000,000	$3,300,000
Belmont/Central	$4,000,000	$6,700,000	$10,700,000
Bronzeville	$500,000	$1,850,000	$2,350,000
Bryn Mawr/Broadway	$1,000,000	$3,250,000	$4,250,000
Central West	$500,000	$1,500,000	$2,000,000
Clark/Montrose	$1,000,000	$3,300,000	$4,300,000
Cortland and Chicago River	$750,000	NA	$750,000

Devon/Sheridan	$500,000	$2,275,000	$2,775,000
Division/Homan	$500,000	$2,200,000	$2,700,000
Ewing Avenue	$750,000	$2,050,000	$2,800,000
Foster/Edens	$1,000,000	$750,000	$1,750,000
Fullerton/Milwaukee	$2,000,000	$10,700,000	$12,700,000
Galewood/Armitage	$1,000,000	$4,300,000	$5,300,000
Greater Southwest - East	$1,000,000	$1,000,000	$2,000,000
Lake Calumet	$1,000,000	NA	$1,000,000
Lawrence/Kedzie	$2,000,000	$5,000,000	$7,000,000
Little Village Industrial	$1,000,000	$2,000,000	$3,000,000
Madison/Austin	$1,000,000	$3,750,000	$4,750,000
Near North	$750,000	$1,500,000	$2,250,000
North Pullman	$1,000,000	NA	$1,000,000
Northwest Industrial Corridor	$1,750,000	$11,500,000	$13,250,000
Ogden/Pulaski	$1,000,000	$2,250,000	$3,250,000
Pulaski Corridor	$4,000,000	$7,000,000	$11,000,000
Stony Island/Burnside	$2,000,000	$4,750,000	$6,750,000
West Woodlawn	$1,000,000	$2,000,000	$3,000,000
Western/Rock Island	$1,000,000	$2,950,000	$3,950,000

EXHIBIT 2 to Sixty-Sixth Amending Agreement

Form of Counsel's Opinion

_____, 2026

City of Chicago
Department of Planning and Development
121 North LaSalle Street
Suite 1000
Chicago, Illinois 60602

RE: Amending Agreement to Administrative Services Agreement (the "Agreement")

Ladies and Gentlemen:

We have acted as counsel for SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), in connection with the execution and delivery of the Agreement by and between SomerCor and the City of Chicago, acting by and through its Department of Planning and Development (the "City"). SomerCor has requested that this opinion be furnished to the City.

In so acting as counsel for SomerCor we have examined:

(i) an executed original of the Agreement;

(ii) the Articles of Incorporation, including all amendments thereto, of SomerCor as furnished and certified by the Secretary of State of the State of Illinois (the "Articles");

(iii) the By-Laws of SomerCor, as certified by the Secretary of SomerCor as of the date hereof (the "By-Laws"); and

(iv) the Certificate of Good Standing dated _____, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of SomerCor (the "Certificate of Good Standing").

The Articles, By-Laws and Certificate of Good Standing are referred to collectively as the "Organization Documents".

In our capacity as counsel, we have also examined such other documents or instruments as we have deemed relevant for the purposes of rendering the opinions hereinafter set forth.

We have assumed, but have no reason to question, the legal capacity, authority and the genuineness of the signatures of and due and proper execution and delivery by the respective parties other than SomerCor which has made, executed or delivered or will make, execute and deliver the agreements and documents examined by us. We have also assumed that all documents submitted to us as originals are authentic and that all documents submitted to us as photostatic or certified copies conform to the original documents.

We have further assumed (i) that factual matters set forth in SomerCor's representations

and warranties in the Agreement are true and accurate in all respects; (ii) that the conduct of the parties to the Agreement complies with any requirement of good faith, fair dealing and conscionability; and (iii) that there has not been any mutual mistake of fact, fraud, duress or undue influence.

We express no opinion as to (i) the laws of any state or jurisdiction other than the State of Illinois (and any political subdivisions thereof) and the United States of America; (ii) any matters pertaining or relating to the securities laws of the United States of America, the State of Illinois or any other state; (iii) any matters pertaining or related to the Employee Retirement Income Security Act of 1974 and any rules and regulations thereunder; (iv) any matters pertaining or relating to the taxation laws of the United States of America, the State of Illinois or any other state; and (v) any matters pertaining or relating to the criminal, quasi-criminal or civil forfeiture laws of the United States of America, the State of Illinois or any other state. Additionally, this opinion is limited to the matters set forth herein. No opinion may be inferred or implied beyond the matters expressly contained herein. We shall have no continuing obligations to inform you of changes in law or fact subsequent to the date hereof or of facts of which we become aware after the date hereof.

Based upon and subject to the assumptions and qualifications herein stated, it is our opinion that:

1. Based solely on our review of the Organization Documents, SomerCor is a not-for-profit corporation, duly organized and validly existing under the laws of the State of Illinois, SomerCor has made all filings required by the laws of the State of Illinois in respect of its formation and continuing existence, and has all requisite authority to carry on its business and to execute and deliver, and to consummate the transactions contemplated by, the Agreement.

2. Based solely on our review of the Organization Documents, the Agreement has been duly executed and delivered on behalf of SomerCor and constitutes a legal, valid and binding obligation of SomerCor, enforceable against SomerCor in accordance with its terms, except to the extent that enforcement of any such terms may be limited by: (a) applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or (b) judicial and public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce.

3. To our knowledge, there is no action, suit or proceeding at law or in equity pending, nor to our knowledge threatened, against or affecting SomerCor, before any court or before any governmental or administrative agency, which if adversely determined could materially and adversely affect the ability of SomerCor to perform under the Agreement or any of its business or properties or financial or other conditions.

4. The transactions contemplated by the Agreement are governed by the laws of the State of Illinois.

5. The execution and delivery of the Agreement and the consummation of the transactions contemplated thereby will not constitute:

   A. a violation or breach of (i) the Articles of Incorporation of SomerCor, (ii) the

By-Laws of SomerCor, (iii) to our knowledge, any provision of any contract or other instrument to which SomerCor is bound, or (iv) to our knowledge, any order, writ, injunction, decree, statute, rule or regulation binding on SomerCor, or

B. to our knowledge, a breach of any of the provisions of, or constitute a default under, or result in the creation or imposition of any lien or encumbrance upon any of the property of SomerCor pursuant to any agreement or other instrument to which SomerCor is a party or by which SomerCor is bound.

6. To our knowledge, no action of, or filing with, any governmental or public body is required to authorize, or is otherwise required for the validity of, the execution, delivery and performance of any of the Agreement.

In basing the opinions or other matters set forth in this letter, the words "our knowledge" signify that, in the course of representation of SomerCor, no facts have come to our attention that would give us actual (and not implied or constructive) knowledge or actual (and not implied or constructive) notice that any such opinions or other matters are not accurate. Except as other expressly stated in this opinion, we have undertaken no investigation nor verification of such opinions and matters. Further, the words "our knowledge" and similar language used in this opinion are intended to be limited to only the actual knowledge of the attorneys within our firm who have been directly involved in representing SomerCor, namely _____.

The foregoing opinions are furnished exclusively for your benefit and may be relied upon by you in connection with the Agreement but may not be delivered to or relied upon by any other person or entity without express written consent from the undersigned, which may be granted or denied in the undersigned's sole discretion.

Very truly yours,