

DATA CENTERS MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of this the 5th day of March, 2026 (the “Effective Date”) by and between the State of Illinois, acting by and through its Department of Commerce and Economic Opportunity (the “Department”) and C1 Sangamon I LLC D/B/A CyrusOne (or the “Company,” and together with the Department, the “Parties”).

Recitals

A. WHEREAS, the Illinois legislature enacted the Data Centers Investment Act, 20 ILCS 605/605-1025 (the “Act”), which provides that qualifying Illinois data centers are exempt from a number of taxes, and in some circumstances entitled to tax credits, that locate or expand their operations and create jobs in the State of Illinois;

B. WHEREAS, the Department is granted all powers necessary or convenient to carry out and effectuate the purposes and provisions of the Act;

C. WHEREAS, Section 1025(d) of the Act requires that the Department enter into a memorandum of understanding with an approved applicant for the data centers investment tax exemptions containing certain required terms and conditions as well as any other provisions the Department determines appropriate;

D. WHEREAS, the Company is or will be operating one or more data center facilities in the State of Illinois and have been approved by the Department to receive the benefits conferred by the Act based on the Company’s commitment to, among other things, make a capital investment of at least \$500,000,000 resulting in the creation of at least twenty-five (25) full-time equivalent new jobs by the Company, including any tenants, over the 60-month period set forth in Section IV.E of this MOU;

E. WHEREAS, the Company seeks a data centers investment tax exemption for its business development located in County at 13501 Thayer Road, Waverly, Illinois 62692 (the “Project”), and the Department agrees to award a data centers investment tax exemption subject to the terms and conditions set forth herein; and

F. WHEREAS, accordingly, the Parties hereto set forth their agreement containing those provisions as required by the Act and such other provisions as the Parties deem necessary or advisable under the circumstances relative to a data centers investment tax exemption to the Company for the Project;

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged and agreed to, the Parties hereto agree as follows.

I. DEFINITIONS

The following definitions shall apply to this MOU:

- A. “Act” means the Data Centers Investment Act, 20 ILCS 605/605-1025.
- B. “MOU” means this Data Centers Memorandum of Understanding.
- C. “Application” means the Company’s application for approval of the data centers investment tax exemption.
- D. “Capital Investment” means the purchase, renovation, rehabilitation, or construction of permanent land, buildings, structures, equipment and furnishings used directly for or in the Project, and any goods or services for the Project that are purchased and capitalized under GAAP, including any organizational costs and research and development costs incurred in Illinois. Capitalized lease costs for land, buildings, structures or equipment shall be included in “Capital Investments” only if the lease term, including any extensions or options to extend, equals or exceeds the term of this Agreement, and provided that such lease costs are valued at their present value using the corporate interest rate prevailing at the time the Company filed its Application with the Department.
- E. “Certificate of Exemption” means the certificate issued by the Department pursuant to Section II.A of this MOU which authorizes the Company to the tax exemptions set forth in Sections 1025(a) & (b) of the Act.
- F. “Construction Tax Credit” means the amount of the credit for any certified data center determined by the Department to be located in an underserved area shall be 20% of the wages paid during the taxable year to a full-time or part-time employee of a construction contractor employed by a certified data center, if those wages are paid for the construction of a new data center.
- G. “Data center” means a building or a series of buildings that is rehabilitated or constructed to house working servers in one physical location or several sites.
- H. “Director” means the Director of the Department.
- I. “Full-Time Employee” means an individual who is employed by the Company for consideration for at least 35 hours each week or who renders any other services generally accepted by industry custom or practice as full-time employment. In the event that the Company intends to include any individual as a Full-Time Employee based upon that individual providing services generally accepted by industry custom or practice rather than a minimum 35-hour work week for purposes of the MOU, the Company must receive written approval from the Department prior to the execution of this MOU. Annually scheduled periods for inventory or repairs, vacations, holidays and paid time for sick leave, vacation or other leave shall be

included in this computation of full-time employment. A person not employed by the Company on the last day of the Taxable Year is not a Full-Time Employee, subject to the 60-day cure period set forth in this MOU.

- J. “Full-Time Equivalent Employee” means a job in which the new employee works for the owner, operator, contractor, or tenant of a data center or for a corporation under contract with the owner, operator or tenant of a data center at a rate of at least 35 hours per week. An owner, operator or tenant who employs labor or services at a specified site or facility under contract with another may declare one full-time, permanent for every 1,820 hours worked per year under that contract. Vacations, paid holidays, and sick time are included in this computation. Overtime is not considered a part of regular hours.
- K. “GAAP” means generally accepted accounting principles in the United States of America as in effect from time to time set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants (“AICPA”) and the statements and pronouncements of the Financial Accounting Standards Board (“FASB”), or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, which are in effect at the date of this MOU. “GAAP consistently applied” means GAAP as used and implemented by the Company applied on a consistent basis during the term of this MOU.
- L. “Illinois Procurement Code” means the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq.*
- M. “Illinois State Income Taxes” means all of the taxes imposed against the Company under subsections (a) and (b) of Section 201 of the Illinois Income Tax Act, 35 ILCS 5/101, *et seq.*
- N. “Incremental Income Tax” means the total amount withheld during the taxable year from the compensation of new full-time and full-time equivalent employees under Article 7 of the Illinois Income Tax Act (35 ILCS 5/101, *et seq.*) arising from employment at the Project during the Taxable Year, as reflected on the IRS forms W-2 for each such employee.
- O. “Initial Period” is defined in Section IV.E. hereof.
- P. “New Employee” means a Full-Time Employee or Full-Time Equivalent Employee first employed by the Company in the Project and who is hired on or after the start of the 60-Month Period specified in Section IV.E of this MOU.
 - 1. The term “New Employee” shall not include any of the following:
 - a) an employee of the Company who was previously employed in Illinois by a Related Member (as that term is defined in Section 5.5 of the Economic Development for a Growing Economy Act, 35 ILCS 10/1, *et seq.*) of the Company and whose employment was shifted to the Company after the Company entered into this MOU;

- b) an employee of the Company who was previously employed in Illinois by the Company and whose employment was shifted to the Project after the Company entered into this MOU; or
 - c) any individual who has a direct or an indirect ownership interest of at least five percent (5%) in the profits, equity, capital, or value of the Company or a child, grandchild, parent, or spouse, other than a spouse who is legally separated from the individual, of any individual who has a direct or an indirect ownership interest of at least five percent (5%) in the profits, equity, capital, or value of the Company.
- 2. Notwithstanding the above, an employee shall be considered a New Employee under this MOU if: (a) the employee performs a job that was previously performed by an employee who was treated under this MOU as a New Employee and promoted by the Company to another job; or (b) the employee fills a job vacancy that had been continuously vacant for the 184-day period immediately preceding the date of this MOU. A job vacancy whose incumbent is on approved leave, is locked out or is on strike is not a vacancy.
- Q. “Payroll” shall mean the total salary and wages to be paid in a Taxable Year to a New Employee. “Payroll” shall mean *the annualized total salary and wages paid during the Taxable Year to a New Employee* as indicated by Box 5 on the W-2, in addition to any employer-provided contributions including, but not limited to, 401k, healthcare plans (including HSA contributions), and disability, none of which are subject to vesting requirements.
- R. “Person” means any individual, corporation, partnership, limited liability company, joint venture, association, trust, governmental body or any other entity.
- S. “Placed in Service” means when the Project is in a state or condition of readiness and availability for specifically assigned functions and the conditions set forth in Section IV of this MOU have been fully satisfied, but no later than “Date”.
- T. “Project” means the for-profit development at the location set forth above in Section E of the Recitals.
- U. “Project labor agreement” means an agreement with a bona fide labor organization that satisfies the provisions of the Illinois Project Labor Agreements Act, 30 ILCS 571/1, *et seq.*, and which is approved by the Department.
- V. “Project Costs” include all costs incurred, during the 60 month period specified in Section IV.E of this MOU, or to be incurred by the Company directly related to the Project including, but not limited to, all: (i) Capital Investments; (ii) infrastructure development costs; (iii) debt service except refinancing of current debt; and (iv) non-capitalized research and development, job training and education, lease, and relocation costs. The value of State or other governmental incentives, including

discretionary tax credits, discretionary job training grants, or the interest savings of below market rate loans, shall not be included as Project Costs.

- W. “Qualified tangible personal property” means electrical systems and equipment; climate control and chilling equipment and systems; mechanical systems and equipment; monitoring and security systems; emergency generators; hardware; computers; servers; data storage devices; network connectivity equipment; racks; cabinets; telecommunications cabling infrastructure; raised floor systems; peripheral components or systems; software; mechanical, electrical or plumbing systems; battery systems; cooling systems and towers; temperature control systems; other cabling; and other data center infrastructure equipment and systems necessary to operate qualified tangible personal property, including fixtures; and component parts of any of the foregoing, including installation, maintenance, repair, refurbishment, and replacement of qualified tangible personal property to generate, transform, transmit, distribute or manage electricity necessary to operate qualified tangible personal property; and all other tangible personal property that is essential to the operations of a computer data center. Qualified tangible personal property also includes building materials physically incorporated into the qualifying Illinois data center.
- X. “Qualifying Illinois data center” means a new or existing data center that:
1. is located in the State of Illinois;
 2. in the case of an existing data center, made a capital investment of at least \$250,000,000 collectively by the data center operator and the tenants of all of its data centers in Illinois over the 60-month period immediately prior to January 1, 2020 or committed to make a capital investment of at least \$250,000,000 over a 60-month period commencing before January 1, 2020 and ending after January 1, 2020; and
 3. in the case of a new data center, makes a capital investment of at least \$250,000,000 over a 60-month period; and
 4. in the case of both existing and new data centers, results in the creation of at least 20 full-time or full-time equivalent new jobs over a period of 60 months by the data center operator and the tenants of the data center, collectively, associated with the operation or maintenance of the data center; those jobs must have a total compensation equal to or greater than 120% of the average wage paid to full-time employees in Sangamon County, where the data center is located, as determined by the U.S. Bureau of Labor Statistics, which as of the effective date of this MOU is “Wages”.
 5. within two (2) years of the Project being Placed in Service, is carbon neutral or attains certification under one or more of the following green building standards:
 - a. BREEAM for New Construction or BREEAM In-Use;

- b. ENERGY STAR;
 - c. Envision;
 - d. ISO 50001-energy management;
 - e. LEED for Building Design and Construction or LEED for Operations and Maintenance;
 - f. Green Globes for New Construction or Green Globes for Existing Buildings;
 - g. UL 3223; or
 - h. an equivalent program approved by the Department.
- Y. “Responsible Bidder” means a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. A responsible bidder or offeror shall not include a business or other entity that does not exist as a legal entity at the time a bid or offer is submitted for a State contract.
- Z. “Rules” means the Department’s rules promulgated under the Act.
- AA. “Taxable Year” means any twelve (12) month consecutive accounting period for keeping records and reporting income and expenses. A Taxable Year shall mean a period beginning on January 1 and ending on December 31 if measured on a calendar year, or any other twelve (12) consecutive month period ending on the last day of any month except December. The foregoing does not preclude the Company from seeking a Credit for a short or stub Taxable Year in the event that either: (a) the Company was not in existence for an entire Taxable Year or (b) the Company changed its accounting period
- BB. “Tenant” means a lease tenant or licensee of the Company or any other entity under a contractual arrangement with the Company under which such entity occupies a portion of the data center that submits an executed MOU in the form provided in Exhibit D.
- CC. “Underserved Area” means a geographic area that meets one or more of the following conditions as determined by the Department: (1) the area has a poverty rate of at least twenty percent (20%) according to the latest federal decennial census; (2) seventy-five percent (75%) or more of the children in the area participate in the federal free lunch program according to the most recent reported statistics from the State Board of Education; (3) at least twenty percent (20%) of the households in the area receive assistance under the Supplemental Nutrition Assistance Program (“SNAP”) according to the most recent reported statistics; or

(4) the area has an average unemployment rate, as determined by the Illinois Department of Employment Security, that is more than one hundred twenty percent (120%) of the national unemployment average, as determined by the United States Department of Labor, for a period of at least two (2) consecutive calendar years preceding the date of the application.

DD. “Wrongfully Exempted Illinois State Income Taxes” means any such Taxes not paid by the Company during such time as there exists an Event of Default described in Section VII.

II. TAX EXEMPTIONS

A. Tax Exemption Award. The Department hereby awards, subject to the terms and conditions of this MOU and the Act, an exemption from the taxes as set forth more fully in Section 1025(a) of the Act (the “Exemption”).

1. The Exemption hereunder shall be issued to the Company by the Department in five (5) year increments, renewable upon application ninety (90) days prior to expiration of an existing Exemption so long as the Company remains in compliance with the terms of this MOU.

2. The Exemption hereunder shall be issued to a Tenant of the Company by the Department in five (5) year increments, renewable upon application ninety (90) days prior to expiration of an existing Exemption so long as the Company and the Tenant remain in compliance with the terms of this MOU as well as an executed MOU in the form provides in Exhibit D.

B. Duration. The total number of Taxable Years for which the Company shall receive benefits under this MOU shall be twenty (20) years from the Effective Date (the “Term”).

C. Relocation. Notwithstanding anything in this MOU to the contrary, the Company shall not be entitled to count jobs for purposes of establishing its minimum job creation set for in Section IV.C with respect to any jobs that the Company relocates from one site in Illinois to another site in Illinois as determined by the Department. Moreover, the Company shall not be entitled to count jobs for purposes of establishing its minimum job creation set for in Section IV.C with respect to any jobs resulting from acquisition, merger or any similar combination with another entity where such jobs existed in Illinois at the time of such acquisition, merger or similar combination.

III. TERM OF MOU

A. Base. This MOU shall commence upon the Effective Date and shall continue in effect until terminated in accordance with Section III.B, provided that the total number of Taxable Years under this MOU shall not exceed twenty (20) years from the Effective Date.

B. Termination. This MOU shall terminate upon any of the following:

1. the expiration of the Term in accordance with Section II;
2. an Event of Default by the Company has occurred pursuant to Section VII beyond all applicable notice and cure periods and the Department determines to permanently revoke the Company's Exemption pursuant to Section VIII;
3. the mutual consent of the Company and the Department;
4. the Company's election to terminate the Project and this MOU; or
5. if at no time during the Initial Period has the Company met the investment or job creation requirements specified in Section IV.

IV. COMPANY COVENANTS

The Company hereby covenants to do the following:

A. Description of Project. The Company shall complete the Project as a for-profit business located at 13501 Thayer Road, Waverly, IL 62692, and containing the following characteristics:

The Company will construct a colocation data center campus, including an on-site electrical substation, at 13501 Thayer Road, Waverly, Illinois 62692, in unincorporated Sangamon County. The project will consist of the development of a fully operational data center facility designed to support tenant operations and large-scale digital infrastructure needs.

The eligible capital investment will consist of qualified building construction materials, electrical systems and equipment, climate control and cooling systems, mechanical infrastructure, monitoring and security systems, and other infrastructure necessary to support and operate the data center campus. The investment also includes installation, maintenance, repair, refurbishment, and replacement of such equipment, as well as materials managing electricity required for data center operations.

The Applicant has committed to a minimum total capital investment of

[REDACTED] This investment includes at least [REDACTED] in [REDACTED], and [REDACTED] in [REDACTED].

Project Location:

- ☐ Underserved Area
☒ Not Underserved Area

- B. Investment. The minimum dollar amount of Capital Investments which the Company, collectively with its tenants, shall make with respect to the Project shall be [REDACTED].
- C. New Employees. (i) The minimum number of New Employees associated with the operations and maintenance at the Project shall be twenty-five (25), which shall be calculated by adding the total number of Full-Time Employees to the number of Full-Time Equivalent Employees as of the end of the Taxable Year; and (ii) the occupation and payroll, which must exceed 120% of the average wage paid to full-time employees in the county where the Project is located, of each New Employee shall be substantially as set forth in the projected Schedule of New Employees as attached hereto as Exhibit A.
- D. Building Certification. The Company must also demonstrate that the Project is carbon neutral or has attained one or more of the green building certifications set forth in Section I.U.5. Such proof shall be tendered to the Department within two (2) years after the Project is Placed in Service.
- E. Project Start-Up. The Project shall be Placed in Service by the Company, and the requirements of Sections IV.B through IV.D shall be met, by the end of the 60-month period beginning on March 5, 2026, and ending on March 4, 2031. At all times after the Effective Date, upon reasonable notice, the Department shall have the right to inspect the Project and any aspect thereof, including without limitation the plans and specifications, construction and physical plant, equipment, and other attributes of the Project.
- F. Maintenance of Operations. The Company shall maintain operations at the Project for a minimum of twenty (20) years beginning on the date specified for the beginning of the 60-month period specified in Section IV.E. In addition to any other rights the Department may have under the terms of this Agreement, in the event that the Company discontinues operations at the Project, such discontinuation may subject the Company to certain statutory provisions, including:
1. Pursuant to the Corporate Accountability for Tax Expenditures Act, 20 ILCS 715, *et seq.*, a discontinuance of operations at the Project during the five-year period after the beginning of the first Taxable Year for which the Department issues a Certificate of Verification or Exemption shall result in all Credits taken by the Company or taxes avoided as a result of such Exemption during such five-year period being deemed Wrongfully Exempted Illinois State Income Taxes or wrongfully avoided taxes and shall subject said Wrongfully Exempted Illinois State Income Taxes or wrongfully avoided taxes to the forfeiture or clawback provisions of Section VIII.D hereof.
- G. Project Costs. Simultaneously with the execution of this MOU, the Company shall disclose to the Department all of the Project Costs which the Company seeks to include for purposes of calculating the total investment under Section IV.B and

provide to the Department a Schedule of Project Costs in the form as attached hereto as Exhibit B.

- H. Authorizations. The Company upon written request by the Department shall issue any necessary authorization to the appropriate federal, state or local authority for the release of information concerning the Project filed with any governmental agencies, with the information requested to include, but not be limited to, financial reports, tax returns or records relating to the Company or the Project.
- I. Books and Records. The Company shall at all times keep proper books of record and accounts of the Project in accordance with GAAP consistently applied with the books, records or papers relating to the Project or this MOU in the custody or control of the Company open for inspection, audit and copying by the Department upon reasonable notice.
- J. Reporting. The Company shall submit progress reports in the format required by the Department no later than “Date”, and by May 31st of every year thereafter during the term of this MOU which shall include at least the total data center tax benefits, the amount of Capital Investments, Project Costs and the number of New Employees hired at the Project (“Annual Reports”). The first annual report for the Company will be due by “Date”, and report on progress for commitments required by the end of the Initial Period.
- K. Verification. The Company hereby grants the Department the authority to verify with any appropriate State agencies, including without limitation the Department of Revenue and the Department of Employment Security, any information disclosed by the Company to the Department in connection with the Company’s Application, in the Annual Reports, or otherwise in connection with this MOU.
- L. Notice to the Department. The Company shall report in writing to the Department any of the following events not more than thirty (30) days after the occurrence of such event: (i) the Company makes or receives a proposal for the transfer to a successor taxpayer of its obligation to pay Illinois State Income Taxes; and for items (ii) through (v), once the project has been Placed in Service, (ii) the number of New Employees falls below the number set forth in Section IV.C and continues for at least 60 days; (iii) the Company’s total employee headcount in Illinois falls below the baseline set forth in Section IV.C; (iv) the amount of the Payroll for New Employees falls below the amount set forth in Section IV.C; (v) the amount of Capital Investments falls below the amount set forth in Section IV.B; (vi) the Company intends to no longer maintain operations at the Project; (vii) the Project will not be Placed In Service in the time frame established in Section IV.E; (viii) any of the Company’s representations and warranties set forth in Section V are no longer true and correct; or (ix) the Company has defaulted on any of its obligations under any grant, loan or other agreement with the State of Illinois or any governmental entity within the State of Illinois.

- M. Legal Compliance. The Company agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including all applicable environmental laws, with respect to the Project and this MOU.
- N. Responsible Bidders. The Company will require its contractors and subcontractors for the Project to comply with the requirements of Section 30-22 of the Illinois Procurement Code, 30 ILCS 500, as they apply to responsible bidders.
- O. Organization of Company. For so long as this Agreement remains in effect, the Company shall be duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, and be legally qualified to transact business in Illinois.
- P. Project Labor. The Company shall secure a Project Labor Agreement for the Project, which shall be approved by the Department.

V. COMPANY REPRESENTATIONS AND WARRANTIES

The Company hereby represents and warrants the following is true and correct and shall remain true and correct at all times during the term of this Agreement:

- A. Organization of Company. The Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Delaware and the Company is legally qualified to transact business in Illinois. The Company has full power and authority to own or lease and to operate and use its assets and to carry on its business at the Project. There is no pending or threatened proceeding for the dissolution, liquidation, insolvency, or rehabilitation of the Company.
- B. Information Submitted. All of the information the Company has submitted to the Department, including the information contained in or submitted with the Company's Application, was at the time of delivery of such information and still is and will continue to be true and accurate. All accounts, books, ledgers and other records of the Company have been fully, properly and accurately kept and completed in all material respects, and there are no material inaccuracies or discrepancies of any kind contained therein.
- C. Authority to Bind.
 - 1. This MOU has been duly authorized, executed and delivered by the Company and is the legal, valid and binding obligation of the Company enforceable in accordance with its terms. The signatory for the Company represents that he or she has been duly authorized to execute this MOU on behalf of the Company.
 - 2. The Company has full power and authority to execute, deliver and perform this MOU and any ancillary documents and to perform its respective obligations thereunder, and to consummate the transactions contemplated

hereby. The Company has taken all actions necessary to authorize the execution and delivery of this MOU, the performance of its respective obligations hereunder and the consummation of the transactions contemplated hereby.

- D. No Violation. The execution and delivery of this MOU and any ancillary documents, the performance by the Company of its obligations hereunder and the consummation by the Company of the transactions contemplated by this MOU will not: (i) contravene any provision of the articles of incorporation or bylaws of the Company; (ii) violate or conflict with any law, statute, ordinance, rule, regulation, decree, writ, injunction, judgment or court order of any governmental body or of any arbitration award which is either applicable to, binding upon or enforceable against the Company; (iii) conflict with, result in any breach of, or constitute a default (or an event which would, with the passage of time or the giving of notice or both, constitute a default) under any other agreement which is applicable to, binding upon or enforceable against the Company; or (iv) require the consent, approval, authorization or permit of, or filing with or notification to, any governmental body, any court or tribunal or any other Person.
- E. Governmental Permits. The Company does, or will prior to the date the Project is Placed in Service, own, hold or possess all licenses, franchises, permits, privileges, immunities, approvals and other authorizations from a governmental body which are necessary to entitle it to own or lease, operate and use its assets located at the Project and to carry on and conduct its business at the Project, including, but not limited to, all required permits or licenses from any state or local governmental agencies and any required certifications from local or national boards or agencies indicating that the business of the Project is being conducted lawfully (herein collectively called “Governmental Permits”). The Company has performed its obligations under each Governmental Permit, or will when Governmental Permits are issued, and no event has occurred or condition or state of facts exists which (i) constitutes, or after notice or lapse of time or both, would constitute a breach or default under any such Governmental Permit, or (ii) permits, or after notice or lapse of time or both, would permit revocation or termination of any such Governmental Permit, or which might adversely affect in any material respect the rights of the Company under any such Governmental Permit. No notice of cancellation, of default or of any dispute concerning any Governmental Permit, or of any event, condition or state of facts described in the preceding sentence, has been received by, or is known to, the Company.
- F. No Violation, Litigation or Regulatory Action.
1. The Company has complied in all material respects with all requirements of any laws or court orders, which are applicable to the business and assets of the Project.
 2. There are no lawsuits, claims, suits, proceedings or investigations pending or, to the knowledge of the Company, threatened against or affecting the

Company in respect of the assets or the business of the Project nor, to the knowledge of the Company, is there any basis for any of the same, and there is no lawsuit, suit or proceeding pending in which the Company is the plaintiff or claimant which relates to the business or assets of the Project.

3. There is no action, suit or proceeding pending or, to the knowledge of the Company, threatened which questions the legality or propriety of the transactions contemplated by this MOU.
4. There has been no investigation conducted or charges, complaints or actions brought by the State of Illinois or any governmental body within the State of Illinois (including the Federal government) with respect to the Company or its officers and directors.
5. The Company and its officers and directors have not been the subject of any criminal investigations or charges.

- G. No Sexual Harassment Allegations or Complaints. To the knowledge of the Company, in the last five (5) years and at all times during the term of this MOU, no founded allegations of sexual harassment have been made against any individual in that person's capacity as an officer or senior employee of the Company; provided, however, in the event of a founded allegation against such individual, Company shall not be in breach of this representation and warranty if Company provides notice to the Department of such founded allegations within 90 days of the date of determination of such founded allegation; provided, further, however, such disclosure shall not preclude the Department from determining that the nature and circumstances around such founded allegation constitutes a breach or default of this MOU. A "senior employee" shall mean a person having supervisory responsibility for at least ten (10) employees, and "founded allegation" shall include, but not be limited to a finding of culpability or guilt of the part of the accused and/or merit to the allegation by an internal investigative process, an arbitrator or mediator, a governmental entity or tribunal authorized to investigate claims of sexual harassment, or a court of competent jurisdiction, and including any settlement of such claims.
- H. Responsible Bidders. The Company's contractors and subcontractors for the Project have complied and will continue to comply with the requirements of Section 30-22 of the Illinois Procurement Code, 30 ILCS 500, as they apply to responsible bidders and to present satisfactory evidence of that compliance to the Department.
- I. Project Labor. The Company or its contractors has or shall enter into a Project Labor Agreement approved by the Department.

VI. RETENTION OF EXEMPTION

- A. Retention of Exemption. To retain the Exemption originally issued at the time of entry into the MOU, the Company shall do the following on or before 90 days after the Project is Placed in Service:

1. The Company shall notify the Department on the form attached hereto as Exhibit C (or substantially similar to such form) when all of the following has occurred: (a) the Project has been Placed in Service; (b) the Capital Investments required by Section IV.B have been made; and (c) the New Employees have been hired, including satisfying the applicable payroll and occupation obligations, as required by Section IV.C.
2. The Company shall provide to the Department proof as required by the Department, including but not limited to a certified attestation by the Company, payroll records and an agreed upon procedures audit performed by an independent, licensed certified public accounting firm, that the Company has done all of the following within 90 days after the date the Project is Placed in Service:
 - a) made the Capital Investments specified in Section IV.B;
 - b) hired the New Employees specified in Section IV.C(i), accompanied by the required payroll information substantially in the form required by the Department;
 - c) achieved the level of payroll in Illinois specified in Section IV.C(ii) accompanied by the required payroll information substantially in the form required by the Department; and
 - d) complied with the requirements of Section IV(J).

VII. EVENTS OF DEFAULT BY THE COMPANY

Any one or more of the following occurrences shall constitute an Event of Default by the Company under this MOU:

- A. The Company's violation of or noncompliance with any of its covenants set forth in Section IV.
- B. Any of the Company's representations and warranties set forth in Section V or otherwise herein or in the Company's Applications or submissions to the Department was at the time of execution of this MOU, or is at any time during the Term of this MOU, false or misleading in any material respect.
- C. Subject to a cure period of 60 days, the Company's breach of any other terms or conditions of this MOU.
- D. Subject to any applicable cure periods, the Company's default under any other grant, loan or other agreement with the State of Illinois or any governmental entity in the State of Illinois.

- E. The institution of any bankruptcy, foreclosure, receivership, assignment for the benefit of creditors or any other proceedings indicating that the Company may be insolvent or unable to continue as a going concern.

VIII. REVOCATION AND SUSPENSION OF EXEMPTION

- A. Once the Project has been Placed in Service, if the number of New Employees is less than the minimum number set forth in Section IV.C for a period no longer than 60 days, the Exemption shall be automatically suspended until the number of New Employees equals or exceeds the number set forth in Section IV.C. In the event of automatic suspension under this Section VIII.A, the Department shall notify the Illinois Department of Revenue of such automatic suspension as well as the effective date of such suspension.
 - 1. Unless the Company disputes that it is in noncompliance with the minimum employment or investment levels, or the certification requirements, in Section IV.C, the Company acknowledges and agrees that any right to an administrative hearing pursuant to the Illinois Administrative Procedure Act, 5 ILCS 100/1-1, *et seq.* (the “APA”), is waived.
 - 2. An automatic suspension will be lifted upon a showing by the Company that it has returned to compliance with the minimum employment levels in Section IV.C, and the Department shall notify the Illinois Department of Revenue of the lifting of an automatic suspension so that the Company may resume using Exemptions any previously issued Credits.
- B. Subject to Section VIII.A, if there is an Event of Default by the Company under Section VII, the Director shall provide written notice to the Company of the alleged Event of Default, and allow the Company a hearing under the provisions of the APA. If, after notice and any hearing, the Director determines that an Event of Default exists, the Company shall have (60) days to cure the Event of Default, failing which, the Director shall issue to the Illinois Department of Revenue notice to that effect, stating the Noncompliance Date pursuant to Section 5-65 of the Act.
- C. The Department shall notify the Company in writing that it is subject to revocation or suspension. Such notice shall include the reason for revocation or suspension, except in the case of an uncontested automatic suspension, and the date and location of a hearing to be held pursuant to Section 527.100 of the APA Rules.
- D. Following a final determination of revocation or suspension, and after any applicable adjudicative hearing process has been completed, the Department shall contact the Director of the Illinois Department of Revenue who shall bring proceedings against the Company to recover Wrongfully Exempted Illinois State Income Taxes or unpaid taxes as a result of the Exemption, and the Company shall comply in all respects with the demands made by the Illinois Department of Revenue in such proceedings to promptly repay to the Illinois Department of

Revenue any Wrongfully Exempted Illinois State Income Taxes, unpaid taxes as a result of the Exemption, and obtaining any other relief available.

- E. Notwithstanding the foregoing, if Company disputes any noncompliance under Section VIII.A hereof or disputes any Event of Default, and the Director determines that the Company complied with Section VIII.A or that an Event of Default did not exist, as applicable, then the Department will use reasonable efforts to cooperate with Company to have the Exemption reinstated. Notice of the reinstatement and basis for reinstatement will be provided to the Company and the Illinois Department of Revenue. The Company or its Tenants may request to the Illinois Department of Revenue that any taxes, penalties and interest erroneously paid as a result of any erroneous revocation are refunded.

IX. CONFIDENTIALITY

- A. Generally. Any documentary materials or data made available or received by the Department or any agent or employee of the Department shall be deemed confidential and shall not be deemed public records to the extent that the materials or data consist of trade secrets, or confidential proprietary commercial or financial information regarding the operation or competitive position of the business conducted by the Company.
1. Each party agrees, to the extent permissible by law, that it will treat in confidence all documents, materials and other information which it shall have obtained regarding the other party during the course of the negotiations leading to the consummation of the transactions contemplated hereby, the investigation provided for herein and the preparation of this MOU and other related documents (whether obtained before or after the date of this MOU).
 2. Such documents, materials and information shall not be communicated to any third Person (other than counsel, accountants, officers or advisors of the parties); *provided, however*, that the obligation of each party to treat such documents, materials and other information in confidence shall not apply to any information which: (i) is or becomes available to such party from a source other than such party; (ii) is or becomes available to the public other than as a result of disclosure by such party or its agents; (iii) is required to be disclosed under applicable law or judicial process, but only to the extent it must be disclosed; or (iv) such party reasonably deems necessary to disclose to obtain any of the consents or approvals contemplated hereby.
- B. Public Access to this Agreement.
1. Notwithstanding anything in this MOU to the contrary, this MOU (except for the signatories' signatures and, to the extent not known to the public, the Company's planned Capital Investments and Project Costs and any anticipated wages information reflected in any of the Exhibits, hereafter collectively referred to as "Confidential Information") is considered a

public record for the purposes of the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.* The Department, in furtherance of its commitment to transparency, will make this MOU accessible via the Department's public website, with any references to the Confidential Information redacted, as early as two (2) business days following the last dated signature to this MOU.

2. The Department may also make portions of reports submitted pursuant to Section VI and any Certificates of Verification available to the public, with Confidential Information redacted.

X. INDEMNIFICATION

- A. Generally. The Company agrees to indemnify, defend and hold harmless the State of Illinois, the Department, the Illinois Department of Revenue and their agents, officers and employees (the "Indemnitees") from any and all damages, losses, expenses, liabilities, claims and suits, including court costs, reasonable attorneys' fees and other expenses, caused by any act or omission of the Company and/or its subcontractors, agents, officers and employees, including any reasonable attorneys' fees and costs incurred by the Department as a result of the Company's breach or alleged breach of any of the provisions of this MOU. The Indemnitees shall not provide any indemnification to the Company.
- B. Notice of Claims. If the Indemnitees (collectively or individually, the "Indemnified Party") seek indemnification hereunder, notice shall be given to the Company (the "Indemnitor") within fifteen (15) days after the Indemnified Party receives notice of a claim that might be subject to indemnification hereunder (a "Claim Notice"), describing in reasonable detail the facts giving rise to any claim for indemnification hereunder and shall include in such Claim Notice (if then known) the amount or the method of computation of the amount of such claim, and a reference to the provision of this MOU or any agreement, document or instrument executed pursuant hereto or in connection herewith upon which such claim is based; *provided, however*, that failure to give such notice shall not relieve the Indemnitor of its obligations hereunder except to the extent it shall have been prejudiced by such failure.
- C. Amount of Indemnification. After the giving of any Claim Notice pursuant hereto, the amount of indemnification to which the Indemnified Party shall be entitled shall be determined by a final judgment or decree of any court of competent jurisdiction. The judgment or decree of a court shall be deemed final when the time for appeal, if any, shall have expired and no appeal shall have been taken or when all appeals taken shall have been finally determined. The Indemnified Party shall have the burden of proof in establishing the amount of indemnified damages suffered.
- D. Defense of Claims.

1. The Indemnitor shall have the right to undertake, by counsel or other representatives of its own choosing, the defense of any claim against the Indemnified Party.
2. If after receiving the Claim Notice from the Indemnified Party, the Indemnitor shall elect not to undertake such defense, or within a reasonable time after receiving the Claim Notice from the Indemnified Party, shall fail to defend, as required by Section X, the Indemnified Party (upon further written notice to the Indemnitor) shall have the right to undertake the defense, compromise or settlement of such claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the Indemnitor (subject to the right of the Indemnitor to assume defense of such claim at any time prior to settlement, compromise or final determination thereof) at Indemnitor's expense.
3. Anything in this Section X to the contrary notwithstanding: (a) the Indemnified Party shall have the right, at its own cost and expense, to have its own counsel to protect its own interests and participate in the defense, compromise or settlement of the claim; (b) the Indemnitor and the Indemnified Party shall not, without the written consent of the other, settle or compromise any claim or consent to entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnitor of a release from all liability in respect of such claim; (c) the Indemnified Party, by counsel or other representatives of its own choosing and at its sole cost and expense, shall have the right to consult with the Indemnitor and its counsel or other representatives concerning such Claim, and (d) the Indemnitor and the Indemnified Party and their respective counsel shall cooperate with respect to such Claim.

XI. NON-DISCRIMINATION

The Company shall comply with all applicable provisions of State and Federal constitutions, laws, regulations and judicial orders pertaining to nondiscrimination and equal employment opportunity including but not limited to:

- A. the Illinois Human Rights Act, as now or hereafter amended (775 ILCS 5/1-101, *et seq.*); and
- B. Article VI of the regulations of the Illinois Department of Human Rights (44 Ill. Admin. Code, Ch. 10, Part 750, *et seq.*), including the Equal Employment Opportunity Clause, which clause is hereby incorporated by reference, as published at Title 44, Chapter 10, Section 750.10 and Appendix A thereto in the Illinois Administrative Code.

XII. SEXUAL HARASSMENT POLICIES

- A. The Company must have written sexual harassment policies that include, at a minimum, the following information: (a) the illegality of sexual harassment; (b) the

definition of sexual harassment under applicable law; (c) a description of sexual harassment, utilizing examples; (d) the Company's internal complaint process including penalties; (e) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (f) direction on how to contact the Illinois Department of Human Rights and the Illinois Human Rights Commission; and (g) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

- B. A copy of the policies described in Section XII.A shall be provided to the Department upon request.
- C. The Company will notify the Department of any order or judgment concluding that any employee of the Company at the Project Site has engaged in sexual harassment in violation of applicable law at the Project Site.

XIII. ADA COMPLIANCE

- A. The Americans with Disabilities Act (42 U.S.C. § 12101, *et seq.*) and the regulations thereunder (28 C.F.R. § 35.130) ("ADA") prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition of receiving this MOU, the Company certifies that services, programs, and activities provided under this Agreement are and will continue to be in compliance with the ADA.
- B. The Company further certifies that all facilities utilized by the Company in the performance of this MOU comply with State accessibility laws.

XIV. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

By signing this MOU, the Company certifies that neither the Company nor any substantially-owned affiliate of the Company is participating or will participate in an international boycott pursuant to the International Anti-Boycott Certification Act, 30 ILCS 582/1, *et seq.*

XV. STATE OF ILLINOIS DRUG-FREE WORKPLACE CERTIFICATION

The Company certifies and agrees that it shall comply with the requirements of the Drug-Free Workplace Act ("DFWA"), 30 ILCS 580/1, *et seq.*, effective January 1, 1992, and provide a drug-free workplace in and at the Project by doing all of the following:

- A. Publication. The Company shall publish in a prominent place in the workplace and provide to all of its employees a statement notifying its employees as follows: (i) that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Company's workplace; (ii) the specific actions that will be taken against employees for violations of such prohibition; and (iii) that as a condition of continued employment the employee will (a) abide by the terms of the statement, and (b) notify the

Company of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- B. Program. The Company shall establish a drug-free awareness program to inform its employees of: (i) the dangers of drug abuse in the workplace; (ii) the Company's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs; and (iv) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- C. Notice. The Company shall notify the Department in writing within ten (10) days after (i) receiving notice that a senior employee (as that term is defined in Section V.G of this MOU) has a criminal drug statute conviction for a violation occurring in the workplace in Illinois, or (ii) otherwise receiving actual notice of such conviction.
- D. Sanctions. The Company shall impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (i) take appropriate personnel action against the employee, up to and including termination; (ii) require such employee to satisfactorily participate in a drug use assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; or (iii) require other acts or conduct that may be required by Section 5 of the DFWA.
- E. Good Faith. The Company shall make a good faith effort to maintain a drug-free workplace through the implementation of Sections XV.A through XV.E herein.
- F. Assistance. The Company shall assist employees in selecting a course of action in the event drug counseling, treatment or rehabilitation is required and shall indicate that a trained referral team is in place.
- G. False Certifications. False certification or violation of any of the certifications given under this Section 15 shall result in termination of this Agreement and suspension of the Credit, and may also result in sanctions including, but not limited to, debarment of the Company from doing further business with the State or any agency thereof, including the Department, for up to three (3) years.

XVI. NOTICE TO PARTIES

Whenever any notice, statement or other communications shall be sent to the Department or the Company, it shall be sent via e-mail to the following e-mail addresses, unless otherwise specifically advised.

- A. Notices to the Department shall be sent to:

Illinois Department of Commerce & Economic Opportunity
 Attn: Program Manager, Data Center Investment Program
 500 East Monroe Street
 Springfield, Illinois 62701

CEO.DataCenters@Illinois.gov

- B. Notices to Company shall be sent to:

Michael Schafer
Senior Vice President, Capital Markets & Treasury
CyrusOne
2850 N Harwood Street, Suite 2200 Dallas, TX 75201
[REDACTED]

XVII. FURTHER ASSURANCES

The Company hereby agrees to execute and deliver such additional instruments and other documents and to take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this MOU and the transactions contemplated hereby; provided such instruments, documents and actions do not increase the Company's financial risks, general obligations or liabilities, or reveal confidential or proprietary information. The Company hereby agrees to cooperate in the preparation and filing of all forms, notifications, reports and information (if any) required or reasonably deemed advisable pursuant to any law, rule or regulation and to use its reasonable efforts to agree on a method to overcome any objections by any governmental body to any such transactions, so long as it does not cause such party to incur additional costs other than legal fees or increase the Company's obligations or reveal confidential or proprietary information of the Company. The Company agrees to use its best efforts to obtain the authorizations required to execute and deliver this MOU and to perform its obligations hereunder and to consummate the transactions contemplated hereby.

XVIII. MISCELLANEOUS

- A. The Company shall not assign the whole or any part of this MOU without the Department's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, without the Department's consent, the Company may assign this MOU to any successor owner of the Project, provided the Company provides the Department notice within 15 business days.
- B. No delay or omission of the Department in exercising any right or remedy available under this MOU shall impair any such right or remedy, or constitute a waiver of any default or an acquiescence thereto.
- C. This MOU shall be construed in accordance with and governed by the laws of the State of Illinois, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules and suit, if any, must be brought in the State of Illinois.
- D. This MOU and the Exhibits and Schedules referred to herein and the

documents delivered pursuant hereto contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the parties hereto. This MOU shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties hereto.

- E. Terms not otherwise defined in this MOU shall have the meanings set forth in Section 605-1025 of the Act and any administrative rules enacted under the terms of the Act.
- F. If any provision of this MOU shall be held invalid or unenforceable, the remaining provisions of this MOU shall not be affected thereby. This MOU is for the sole benefit of the Parties hereto and their heirs, executors, legal representatives, successors and assigns, and shall not be construed to confer any rights on any other Person.
- G. This MOU may be executed in counterparts, each of which shall be deemed an original and all which taken together shall constitute one and the same instrument.

* * *

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the Effective Date set forth above.

**C1 Sangamon I LLC
D/B/A CyrusOne**

By  _____
A6042CFA3C97416...

Its: President

Date: 5/19/2026

**THE STATE OF ILLINOIS, ACTING BY
AND THROUGH ITS DEPARTMENT OF
COMMERCE AND ECONOMIC
OPPORTUNITY**

By 

Its: Director

Date: 5/20/2026

EXHIBIT A

NEW EMPLOYEES

Job Title	Average Annualized Wage	Number of Full-time Jobs	Number of Full-time Equivalents	Starting Date	Employer (Data Center/Tenant)
Operations	██████	5	5	Q4 2027 & 2028	DC/Tenant
Maintenance	██████	20	20	Q4 2027 & 2028	DC/Tenant
TOTAL					
	██████	25	25	Q4 2027 & 2028	DC/Tenant

*1 FT = 35+ hrs. per week.

**1 FTE = 1,820 hrs. per year.

County average annualized wage \$69,350

EXHIBIT B

CAPITAL INVESTMENTS

<u>Item</u>	<u>Amount</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Total	[REDACTED]

EXHIBIT C

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

REPORT OF JOB CREATION AND CAPITAL INVESTMENTS AND EXPENDITURES

Name of Business _____
Project _____
Date _____

Exhibit C Preparer Contact Information:

Name _____
Email _____
Phone _____

Job-Creation/Investment

According to our MOU dated _____, at least 25 jobs were to be created and at least \$ 500 million _____ of Capital Investments were to be made by the following date: March 4, 2031.
(All capitalized terms herein shall have the same meanings as set forth in the MOU.) Please complete the following with respect to the Project:

- The number of New Employees hired for the Project as of the date the Project is Placed in Service.
- The amount of Capital Investments made for the Project as of the Placed in Service date.
- The amount of Total Project costs as of the last day of the Taxable Year for which the Company is hereby seeking the Credit.

(All capitalized terms herein shall have the same meanings as set forth in the MOU.)

If your company has not met the above requirements, please attach a written explanation as to why, what steps you are taking to correct this, and a target date as to when these requirements will be met.

Thank you in advance for your prompt attention to this matter and remember to keep a copy for your records.

As of the date this report is submitted to the Department, the Company remains in compliance with all terms of the MOU, and to the best of my knowledge and belief, the information and statements set forth above are true and correct.

Signature of Authorized Official

Date Signed

Name _____ Title _____

Exhibit D

TENANT PARTICIPATION CERTIFICATE MOU

This **TENANT PARTICIPATION CERTIFICATE MOU** (the “Participation MOU”) is made and entered into this ____ day of _____, 20__, by and between (the “Company”), a _____ limited liability company authorized to transact business in the State of Illinois, and _____ (the “Tenant”) a corporation authorized to transact business in the State of Illinois.

The Company has entered into a Memorandum of Understanding dated “ Date “, the “MOU”) with the Illinois Department of Commerce. Capitalized terms not defined in this Participation MOU shall have the meanings set forth in the MOU. The MOU provides the ability for the Company and its Tenants to use the Tax Exemption for certain qualified tangible personal property purchased to the extent described in the MOU and the Act. The Company has provided a copy of the MOU to the Tenant and has promised to provide promptly to the Tenant a copy of any amendments to the MOU.

The Tenant expects to make an aggregate amount of Capital Investments at the Project of at least \$_____. The Tenant expects to create and maintain at least ____ qualifying New Employees at the Project. The Tenant understands that the expectations set forth in this paragraph represent the Tenant’s best estimates as of the date of this Participation MOU and do not represent firm performance targets that the Tenant must achieve to avail itself of the Exemption. Even if the Tenant meets or exceeds the expectations set forth in this paragraph, the Tenant may still be required to repay the data center tax benefit as set forth in Section VIII of the MOU.

The Tenant will comply with all obligations of a Tenant that are set forth in the MOU as if it were an original signatory to the MOU.

The Tenant will keep complete and accurate records of its Capital Investments and its New Employee creation at the Project. In addition, the Tenant will keep complete and accurate records of its purchase or lease of equipment and the data center tax benefits.

The Tenant will cooperate with the Company, and, promptly upon written request of the Company, provide the Company with access to and copies of all records of the Tenant that the Company reasonably deems are necessary or appropriate for it to comply the Company’s obligations under the MOU, including, without limitation, records related to the Tenant’s Capital Improvement, New Employee creation and data center tax benefits received.

The Tenant acknowledges that the Department will verify all evidence provided by the Company in support of the reports submitted under the terms of the MOU.

If the Tenant receives a notification that the conditions described in Section III, VII or VIII of the MOU exist, the Tenant will immediately cease using the Exemption.

The Tenant acknowledges and agrees that if a repayment of the data centers tax benefit becomes necessary, as described in Section VIII of the MOU, the Tenant will repay to the State of Illinois the data centers tax benefit that the Tenant has received, plus any applicable interest.

Notifications may be sent via e-mail to the Tenant to the following e-mail address:

Attention: _____

The Tenant acknowledges and agrees that the Department may rely upon the representations and certifications made by the Tenant in this Participation MOU and may enforce the repayment obligation of the Tenant, as described above.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Company and the Tenant have executed this Participation MOU as of this _____ day of _____, 20__.

[Legal Name of Landlord]

By: _____
Name: _____
Title: _____

[Legal Name of Tenant]

By: _____
Name: _____
Title: _____

RECEIPT OF THIS PARTICIPATION MOU ACKNOWLEDGED:

ILLINOIS DEPARTMENT OF COMMERCE & ECONOMIC OPPORTUNITY

By: _____
Name: Clayton Hamilton
Title: Assistant Deputy Director, Business Development

Date of Receipt: _____, 20__