

**Critical Incentives Questions  
Incentive Letter Requirements**



**Illinois  
Department of Commerce  
& Economic Opportunity**

|   |  |
|---|--|
| <b>Project Address</b>  |  |
| <b>Current Address</b><br><i>(IF Project to replace Current location)</i> |  |

**Project Overview**

**# Existing Full-Time Jobs**

|  |    |  |  |
|--|----|--|--|
| <b>Full-Time Jobs At Project</b>                 |    | <b>Full-Time Jobs at the Current Site <b>IF</b> the Project is to Replace the Current Site</b> |  |
| <b>Avg. Annual Employee Project Compensation</b> | \$ | <b>Full-Time Jobs In Illinois</b><br><i>(including subsidiaries and related companies)</i>     |  |
|  |    | <b>Full-Time Jobs Worldwide</b><br><i>(including subsidiaries and related companies)</i>       |  |

**Anticipated Project Employment, Training & Capital Investment**

| <b>End-of-Year AFTER project opening &gt;</b> | <b>Year 1</b> | <b>Year 2</b> | <b>Year 3</b> | <b>Year 4</b> | <b>Year 5</b> |
|---|---------------|---------------|---------------|---------------|---------------|
| <b># New Full-Time Jobs</b>                   |               |               |               |               |               |
| <b>Avg. Annual Comp.- New Full-Time Jobs</b>  | \$            | \$            | \$            | \$            | \$            |
| <b>Estimated Annual Training/employee</b>     | \$            | \$            | \$            | \$            | \$            |
| <b>Capital Investment-Land Purchase</b>       | \$            | \$            | \$            | \$            | \$            |
| <b>Capital Investment-Building Purchase</b>   | \$            | \$            | \$            | \$            | \$            |
| <b>Capital Investment-Building Const.</b>     | \$            | \$            | \$            | \$            | \$            |
| <b>Building Lease Annual Payments*</b>        | \$            | \$            | \$            | \$            | \$            |
| <b>Capital Investment-Equipment Purchase</b>  | \$            | \$            | \$            | \$            | \$            |

| <b>End-of-Year AFTER project opening &gt;</b> | <b>Year 6</b> | <b>Year 7</b> | <b>Year 8</b> | <b>Year 9</b> | <b>Year 10</b> |
|---|---------------|---------------|---------------|---------------|----------------|
| <b># New Full-Time Jobs</b>                   |               |               |               |               |                |
| <b>Avg. Annual Comp.- New Full-Time Jobs</b>  | \$            | \$            | \$            | \$            | \$             |
| <b>Estimated Annual Training/employee</b>     | \$            | \$            | \$            | \$            | \$             |
| <b>Capital Investment-Land Purchase</b>       | \$            | \$            | \$            | \$            | \$             |
| <b>Capital Investment-Building Purchase</b>   | \$            | \$            | \$            | \$            | \$             |
| <b>Capital Investment-Building Const.</b>     | \$            | \$            | \$            | \$            | \$             |
| <b>Building Lease Annual Payments*</b>        | \$            | \$            | \$            | \$            | \$             |
| <b>Capital Investment-Equipment Purchase</b>  | \$            | \$            | \$            | \$            | \$             |

*\*Lease must be for a 10 year term (including renewal options)*

**Enterprise Zone Projects**

If one of the following project jobs and capital investment criteria are met *(select one)*

- Invest at least \$5 million and create at least 200 full-time equivalent jobs, or
- Invest at least \$175 million and create at least 150 full-time equivalent jobs, or
- Invest at least \$20 million and commit to retain at least 1,000 full-time jobs.

**provide estimated annual natural gas and estimated annual electrical costs:**

|   |    |   |    |
|---|----|---|----|
| <b>Est. Annual Natural Gas Cost - Project</b> | \$ | <b>Est. Annual Electrical Cost-Project</b>    | \$ |
| <b>Est. Annual Natural Gas Cost-Statewide</b> | \$ | <b>Est. Annual Electrical Cost -Statewide</b> | \$ |

**Offsite Infrastructure Requirements**

|  |    |                                     |    |
|--|----|-------------------------------------|----|
| <b>Roadway improvement-State Roadway</b>             | \$ | <b>Municipal water improvements</b> | \$ |
| <b>Roadway improvement-Other Than State Roadways</b> | \$ | <b>Municipal sewer improvements</b> | \$ |

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made [ ] day of [ ], 20[ ], by and between [ ] (the "Company"), the Illinois Department of Commerce and Economic Opportunity (the "Department"), and Illinois Business and Economic Development Corp. d/b/a/ Intersect Illinois ("Intersect Illinois," collectively with the Department, the "Receiving Parties," and collectively with the Company, the "Parties").

### RECITALS

- A. Company is interested in discussing with the Receiving Parties the evaluation of potential sites for the location of a facility contemplated by Project [ ] (the "Project").
- B. The Company may invite the Receiving Parties to submit a proposal to the Company, or the Receiving Parties may submit a proposal to the Department, with respect to the Project.
- C. In connection with or during the course of discussing, analyzing, evaluating, or formulating one or more proposals for the Project, the Company may disclose or provide to the Receiving Parties documentary materials or data that include trade secrets, commercial or financial information regarding the operation of the Company's business that are proprietary, privileged, or confidential, or information regarding the competitive position of the Company in a particular field of endeavor, the disclosure of any of which would cause competitive harm to the Company (the "Confidential Information").

### AGREEMENTS

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the Parties hereto agree as follows:

1. Recitals. The foregoing Recitals are incorporated herein by reference.
2. Confidentiality. The Receiving Parties agree that they will hold and treat as confidential all information that the Company so designates, and that they will not disclose or permit anyone else to disclose the Confidential Information to any person, firm or entity without prior written authorization of the Company unless otherwise required by law. The Receiving Parties further agree that they will use the Confidential Information solely for the purpose of discussing, analyzing, evaluating and formulating one or more proposals for the Project, and that they will not use the Confidential Information for any other purpose. The Parties further agree that the Receiving Parties may disclose the Confidential Information only to the Office of the Governor of the State of Illinois and the Receiving Parties' officers, employees, consultants, or attorneys who need to know such Confidential Information for the purpose of discussing, analyzing, evaluating, and formulating one or more proposals for the Project (collectively, "Representatives"). The Receiving Parties further agree to inform such Representatives of the confidential nature of the information and agree to direct their

Representatives to treat the Confidential Information in accordance with the terms of this Agreement. The terms of this Agreement shall not apply to information that is generally available to the public (other than as a result of a prohibited disclosure by the Receiving Parties or their Representatives), or is or becomes available to the Receiving Parties or their Representatives from a source that, to its knowledge, is not bound by a confidentiality agreement with the Company prohibiting such disclosure.

3. FOIA and Other Efforts to Force Disclosure of Confidential Information. The Department agrees that it will consider all Confidential Information so designated by the Company pursuant to this Agreement presumptively exempt from disclosure pursuant to Section 7(1)(g) of the Freedom of Information Act, 5 ILCS 140/1, *et seq.* If any party seeks to require the Department, pursuant to any law, regulation, or legal process, to disclose any of the Confidential Information, the Department agrees that it will provide the Company with prompt notice of such request by notifying  (the "Designated Company Representative") in writing so that the Company may seek a protective order, take other appropriate action, or waive compliance by the Department with the provisions of this Agreement. The Department agrees that it will, to the extent permitted by applicable law, cooperate with the Company in obtaining an appropriate protective order or taking other appropriate action to preserve the confidentiality of the Confidential Information. It is further agreed that if, in the absence of a protective order or the receipt of a written waiver hereunder within a reasonable period of time, and provided that the Department's legal counsel is of the opinion that the Department is compelled to disclose the Confidential Information to any tribunal, to the Illinois Auditor General, to the Illinois Attorney General, to the Illinois Attorney General's Public Access Counselor, to the Office of Executive Inspector General for the Agencies of the Illinois Governor, or that the Department would otherwise be subject to contempt or other censure or penalty, the Department may disclose the Confidential Information to such entity without liability hereunder. The Company agrees that it will reimburse the Department for any and all expenses, including but not limited to reasonable attorneys' fees and costs associated with any action, to the extent the Company requests or directs the Department to institute or defend any action to maintain the confidentiality of the Confidential Information. Notwithstanding anything in this Agreement to the contrary, the Department may disclose Confidential Information to a law enforcement agency or other investigative body without providing notice to the Company if, in the opinion of the requesting law enforcement agency or investigative body, providing notice to the Company could jeopardize an investigation. If a law enforcement agency or other investigative body requests documents that contain Confidential Information, the Department will inform the party making the request of the existence of this Agreement and the sensitive nature of the Confidential Information.
4. Designated Company Representative. The Company agrees that, if its Designated Company Representative ceases to be employed by or under contract to the Company, it will promptly notify the Receiving Parties and identify a new Designated Company Representative.
5. Non-Disclosure; Violation of Securities Laws. The Receiving Parties acknowledge that they are aware, and that they will advise their Representatives who receive any Confidential Information that: (i) the Project and such other matters could constitute material, non-public

information under the United States securities laws; and (ii) such laws prohibit, among other things, any person who has received from an issuer of publicly-traded securities (or such issuer's affiliates, advisors or representatives, such as the Receiving Parties' Representatives) material, non-public information from either purchasing or selling securities of such issuer, or communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

6. Ownership and Use of Confidential Information. The Company acknowledges that, if it provides documents or other records containing Confidential Information to the Department, those documents and other records come under the authority, control, and possession of the Department and thus (i) become the property of the State of Illinois and, as such, the Company acknowledges that Department may dispose of said documents and other records only in accordance with the State Records Act, 5 ILCS 160/1, *et seq.*, and (ii) make such documents and other records subject to the Freedom of Information Act, 5 ILCS 140/1, *et seq.* The Department acknowledges that, to the best of its knowledge and belief, the State Records Act will not prevent or limit the Department's compliance with this Agreement.
7. Company Reserved Rights. The Company expressly reserves the right to enter into discussions and negotiations with any other persons, entities, or municipal agencies relating to the Project. Nothing set forth in this Agreement shall affect, limit, or restrict the right of the Company to solicit, entertain, accept, or reject any formal or informal offers, proposals, or expressions of interest from other persons, entities, or municipal agencies with respect to the Project.
8. Nature of Relationship. Nothing contained in this Agreement shall be construed as creating an employment, joint venture, agency, or partnership arrangement between the Company and the Receiving Parties. The Company expressly reserves the right in its sole discretion to reject any or all offers, proposals or expressions of interest with respect to the Project, and to terminate discussions with the Receiving Parties at any time. The Receiving Parties expressly reserve the right in their respective sole discretion not to make any offer or proposal with respect to the Project and to terminate discussions with Company at any time.
9. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties concerning its subject matter. No modifications to this Agreement or waiver of its terms and conditions will be binding upon the Company or the Receiving Parties unless agreed to in writing by all Parties.
10. Remedies. The Receiving Parties acknowledge that remedies at law may be inadequate to protect the Company against any actual or threatened breach of this Agreement by the Receiving Parties or their Representatives. In the event that the Department intentionally breaches any of its obligations under this Agreement, the Company may pursue remedies against the Department for actual damages it may have, which are expressly limited by and subject to the provisions of the Illinois Court of Claims Act, 705 ILCS 505/1, *et seq.*, and to the availability of sufficient appropriations pursuant to the State Finance Act, 30 ILCS 105, *et seq.* In the event that Intersect Illinois intentionally breaches any of its obligations under

this Agreement, the Company may pursue remedies against Intersect Illinois for actual damages it may have pursuant to Section 12 of this Agreement.

11. No Waiver. The Parties agree that no failure or delay by one party in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.
12. Governing Law; Choice of Forum. This Agreement and any claim related directly or indirectly to it shall be governed by, and construed in accordance with, the substantive law of the State of Illinois, without regard to the principles of conflicts of laws. The Company agrees that the Illinois Court of Claims has exclusive jurisdiction over any claim(s) against the Department pursuant to Illinois Court of Claims Act, 705 ILCS 505/1, *et seq.* The Company expressly agrees that any federal or state court located in Cook County, Illinois has exclusive jurisdiction over any claim(s) against Intersect Illinois.
13. Invalid Provisions. If any provision of this Agreement is, for any reason, adjudged by a court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but rather shall be confined in its operation to the provision (or any portion thereof) of this Agreement directly involved in the controversy in which such judgment is rendered.
14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement. This Agreement, once executed, will be binding and enforceable in accordance with its terms.
15. Survival; Successors and Assigns. This Agreement supersedes all prior discussions and negotiations, if any, between the Receiving Parties and the Company with respect to the Project. The obligations of confidentiality imposed on the Receiving Parties and their Representatives as set forth in this Agreement shall survive for three (3) years after the execution of this Agreement and shall be binding upon Receiving Parties and their Representatives and their respective heirs, personal representatives, successors, and assigns.

\* \* \*

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



DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_ Name:

Name: Erin B. Guthrie

Title: Acting Director

INTERSECT ILLINOIS

By: \_\_\_\_\_

Name:

Title:



## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made this [ ] day of [ ], 20[ ] by and between [ ] (" [ ]") on behalf of a confidential client (the "Company," collectively with [ ], the "Disclosing Parties"), the Illinois Department of Commerce and Economic Opportunity (the "Department"), and Illinois Business and Economic Development Corp. d/b/a/ Intersect Illinois ("Intersect Illinois," collectively with the Department, the "Receiving Parties," and collectively with the Disclosing Parties, the "Parties").

### RECITALS

- A. [ ] is interested in discussing with the Receiving Parties on behalf of the Company the evaluation of potential sites for the location of a facility contemplated by Project [ ] (the "Project").
- B. The Company wishes to remain anonymous and to act through [ ] as its exclusive agent with respect to the Project.
- C. The Company may invite the Receiving Parties to submit a proposal to the Company, or the Receiving Parties may submit a proposal to the Department, with respect to the Project.
- D. In connection with or during the course of discussing, analyzing, evaluating, or formulating one or more proposals for the Project, the Company may, through its authorized agent, [ ] disclose or provide to the Receiving Parties documentary materials or data that include trade secrets, commercial or financial information regarding the operation of the Company's business that are proprietary, privileged, or confidential, or information regarding the competitive position of the Company in a particular field of endeavor, the disclosure of any of which would cause competitive harm to the Company (the "Confidential Information").

### AGREEMENTS

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the Parties hereto agree as follows:

1. Recitals. The foregoing Recitals are incorporated herein by reference.
2. Confidentiality. The Receiving Parties agree that they will hold and treat as confidential all information that the Company so designates, and that they will not disclose or permit anyone else to disclose the Confidential Information to any person, firm or entity without prior written authorization of the Company unless otherwise required by law. The Receiving Parties further agree that they will use the Confidential Information solely for the purpose of discussing, analyzing, evaluating and formulating one or more proposals for the Project, and

that they will not use the Confidential Information for any other purpose. The Parties further agree that the Receiving Parties may disclose the Confidential Information only to the Office of the Governor of the State of Illinois and the Receiving Parties' officers, employees, consultants, and/or attorneys who need to know such Confidential Information for the purpose of discussing, analyzing, evaluating, and formulating one or more proposals for the Project (collectively, "Representatives"). The Receiving Parties further agree to inform such Representatives of the confidential nature of the information and agree to direct their Representatives to treat the Confidential Information in accordance with the terms of this Agreement. The terms of this Agreement shall not apply to information that is generally available to the public (other than as a result of a prohibited disclosure by the Receiving Parties or their Representatives), or is or becomes available to the Receiving Parties or their Representatives from a source that, to its knowledge, is not bound by a confidentiality agreement with the Company prohibiting such disclosure.

3. FOIA and Other Efforts to Force Disclosure of Confidential Information. The Department agrees that it will consider all Confidential Information so designated by the Company pursuant to this Agreement presumptively exempt from disclosure pursuant to Section 7(1)(g) of the Freedom of Information Act, 5 ILCS 140/1, *et seq.* If any party seeks to require the Department, pursuant to any law, regulation, or legal process, to disclose any of the Confidential Information, the Department agrees that it will provide the Company with prompt notice of such request by notifying  (the "Designated Company Representative") in writing so that the Disclosing Parties may seek a protective order, take other appropriate action, or waive compliance by the Department with the provisions of this Agreement. The Department agrees that it will, to the extent permitted by applicable law, cooperate with the Disclosing Parties in obtaining an appropriate protective order or taking other appropriate action to preserve the confidentiality of the Confidential Information. It is further agreed that if, in the absence of a protective order or the receipt of a written waiver hereunder within a reasonable period of time, and provided that the Department's legal counsel is of the opinion that the Department is compelled to disclose the Confidential Information to any tribunal, to the Illinois Auditor General, to the Illinois Attorney General, to the Illinois Attorney General's Public Access Counselor, to the Office of Executive Inspector General for the Agencies of the Illinois Governor, or that the Department would otherwise be subject to contempt or other censure or penalty, the Department may disclose the Confidential Information to such entity without liability hereunder. The Company agrees that it will reimburse the Department for any and all expenses, including but not limited to reasonable attorneys' fees and costs associated with any action, to the extent the Company requests or directs the Department to institute or defend any action to maintain the confidentiality of the Confidential Information. Notwithstanding anything in this Agreement to the contrary, the Department may disclose Confidential Information to a law enforcement agency or other investigative body without providing notice to the Company if, in the opinion of the requesting law enforcement agency or investigative body, providing notice to the Company could jeopardize an investigation. If a law enforcement agency or other investigative body requests documents that contain Confidential Information, the Department will inform the party making the request of the existence of this Agreement and the sensitive nature of the Confidential Information.



4. Designated Company Representative. The Company agrees that, if its Designated Company Representative ceases to be employed by or under contract to the Disclosing Parties, it will promptly notify the Receiving Parties and identify a new Designated Company Representative.
5. Non-Disclosure; Violation of Securities Laws. The Receiving Parties acknowledge that they are aware, and that they will advise their Representatives who receive any Confidential Information that: (i) the Project and such other matters could constitute material, non-public information under the United States securities laws; and (ii) such laws prohibit, among other things, any person who has received from an issuer of publicly-traded securities (or such issuer's affiliates, advisors or representatives, such as the Receiving Parties' Representatives) material, non-public information from either purchasing or selling securities of such issuer, or communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.
6. Ownership and Use of Confidential Information. The Disclosing Parties acknowledges that, if they provide documents or other records containing Confidential Information to the Department, those documents and other records come under the authority, control, and possession of the Department and thus (i) become the property of the State of Illinois and, as such, the Disclosing Parties acknowledges that Department may dispose of said documents and other records only in accordance with the State Records Act, 5 ILCS 160/1, *et seq.*, and (ii) make such documents and other records subject to the Freedom of Information Act, 5 ILCS 140/1, *et seq.* The Department acknowledges that, to the best of its knowledge and belief, the State Records Act will not prevent or limit the Department's compliance with this Agreement.
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8. Nature of Relationship. Nothing contained in this Agreement shall be construed as creating an employment, joint venture, agency, or partnership arrangement between the Disclosing Parties and the Receiving Parties. The Company expressly reserves the right in its sole discretion to reject any or all offers, proposals or expressions of interest with respect to the Project, and to terminate discussions with the Receiving Parties at any time. The Receiving Parties expressly reserve the right in their respective sole discretion not to make any offer or proposal with respect to the Project and to terminate discussions with Cushman or the Company at any time.
9. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties concerning its subject matter. No modifications to this Agreement or waiver of its terms and conditions will be binding upon the Disclosing Parties or the Receiving Parties unless agreed to in writing by all Parties.

10. Remedies. The Receiving Parties acknowledge that remedies at law may be inadequate to protect the Company against any actual or threatened breach of this Agreement by the Receiving Parties or their Representatives. In the event that the Department intentionally breaches any of its obligations under this Agreement, the Company may pursue remedies against the Department for actual damages it may have, which are expressly limited by and subject to the provisions of the Illinois Court of Claims Act, 705 ILCS 505/1, *et seq.*, and to the availability of sufficient appropriations pursuant to the State Finance Act, 30 ILCS 105, *et seq.* In the event that Intersect Illinois intentionally breaches any of its obligations under this Agreement, the Company may pursue remedies against Intersect Illinois for actual damages it may have pursuant to Section 12 of this Agreement.
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14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement. This Agreement, once executed, will be binding and enforceable in accordance with its terms.
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\* \* \*

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

[Redacted Signature Box]

(as agent for the Company)

DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_ Name:

Erin B. Guthrie

Title: Acting Director

INTERSECT ILLINOIS

By: \_\_\_\_\_

Name:

Title: